

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against WILLIAM MICHAEL SHEAHAN,
a Minnesota Attorney,
Registration No. 0288123.

**PETITION FOR
DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

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

The above-named attorney, hereinafter respondent, was admitted to practice law in Minnesota on October 30, 1998. Respondent currently practices law in Minneapolis, Minnesota.

Respondent has committed the following unprofessional conduct warranting public discipline:

FIRST COUNT

Coreyxo Matter

Fraudulent Transfer to Avoid Paying Settlement

1. Respondent is employed full-time by Abdo Markethouse, LLC, serving as its vice president and in-house general counsel. Lawrence Abdo, respondent's father-in-law, owns Abdo Markethouse, LLC, which in turn owned and/or operated several other businesses, including Coreyxo, LLC ("Coreyxo"), and Island Sash & Door Co., LLC ("Island Sash"). Abdo Markethouse, LLC, Coreyxo and Island Sash all

operate from the same address—601 Marquette Avenue, Suite 100, Minneapolis, MN 55402—which is also the address respondent maintains with lawyer registration.

2. Coreyxo conducted the business operations for Nicollet Island Inn (the “Inn”). Jed Askari was an employee of Coreyxo and worked as a server at the Inn.

3. In September 2010, Askari filed a lawsuit against Coreyxo in Hennepin County District Court for its alleged violations of the Minnesota Whistleblower Act.¹ In his lawsuit, Askari alleged that Coreyxo terminated his employment at the Inn after Askari claimed violations of wage and tip laws. Initially, respondent and another law firm represented Coreyxo in the Askari lawsuit. Askari was represented by attorney Daniel Leland.

4. By amended order for jury trial dated June 2, 2011, Askari’s lawsuit was scheduled for a trial block commencing on July 18, 2011.

5. On or about July 18, 2011, prior to the commencement of trial, the parties, represented by respondent and Leland, agreed to a settlement (“settlement agreement”) of Askari’s lawsuit.² The settlement agreement required Coreyxo to make quarterly payments totaling \$58,000 to Askari and to execute a confession of judgment. For a variety of reasons, the written settlement agreement and confession of judgment were not executed until December 2011.

6. On July 13, 2011, unbeknownst to Askari or Leland, Coreyxo and Island Sash had executed an Asset Purchase Agreement by which Coreyxo sold substantially all of its assets to Island Sash. (Coreyxo’s Crown Bank checking account no. xxx2637 was apparently among the assets transferred to Island Sash.) The purchase price under the Asset Purchase Agreement was approximately two million dollars, which was to be paid by way of a \$40,000 promissory note and the balance to be paid by Island Sash’s

¹ The complaint in Askari’s lawsuit was served on counsel for Coreyxo on January 19, 2009.

² By this time, it appears Coreyxo was represented solely by respondent.

assumption of certain of Coreyxo's liabilities. Any potential liability resulting from the Askari lawsuit was not among the liabilities assumed by Island Sash.

7. Respondent represented Coreyxo with regard to the Asset Purchase Agreement, which ultimately rendered Coreyxo with insufficient resources to pay the funds due Askari under their settlement agreement. Drafts of the Asset Purchase Agreement were prepared on June 17, and June 21, 2011. The final draft of the Asset Purchase Agreement was prepared on July 12, 2011.

8. Also on July 13, 2011, and as contemplated by the Asset Purchase Agreement, Island Sash, through Lawrence Abdo, executed a \$40,000 promissory note, which required it to make annual payments of \$2,534 to Coreyxo beginning July 13, 2012, with the remaining balance to be paid on the maturity date (i.e. July 13, 2036).

9. During the discussions that resulted in the settlement agreement, respondent did not disclose to Askari, Leland or the court the fact of the Asset Purchase Agreement or its impact on Coreyxo's ability to make the payments required by the settlement agreement.

10. On January 5, 2012, Coreyxo made the first payment to Askari required by their settlement agreement. The payment was in the amount of \$8,000 and was made by way of a check drawn on respondent's TCF National Bank business account no. -0240, titled, "The Law Office of Wm. M. Sheahan" ("TCF business account"). Coreyxo did not thereafter make any of the other payments required by the settlement agreement.

11. By letter dated February 15, 2012, respondent informed Leland that Coreyxo "does not have the ability to make" the payment next due under the settlement agreement.

12. On February 24, 2012, Leland's office submitted the confession of judgment to the court for filing and, on March 20, 2012, judgment was entered against Coreyxo.³

13. Leland then commenced post-judgment discovery on Askari's behalf.

14. On July 1, 2013, after learning of the Asset Purchase Agreement, Leland brought a motion on behalf of Askari to amend the complaint and for other post-judgment remedies. Leland's motion requested that Island Sash and Abdo be added as defendants in the matter, that Askari be entitled to levy the assets of Island Sash and Abdo, that the Asset Purchase Agreement be voided, and other relief.

15. The hearing on Leland's motion was held on July 31, 2013. The court took the matter under advisement, but ordered (a) Ryan Olson, counsel for Island Sash, to provide an affidavit identifying the bank accounts maintained by Coreyxo, Island Sash and Abdo, detailing the transfers among those bank accounts and providing other information and (b) that all cash or liquid assets previously held by Coreyxo and transferred to Island Sash, Abdo or any other Abdo-related entity remain in place.

16. On November 4, 2013, the court issued an amended order finding that Coreyxo's conduct in transferring substantially all of its assets while at the same time excluding any potential liability resulting from the Askari lawsuit without disclosing this information to Askari or the court during settlement negotiations constituted a fraudulent transfer in violation of Minnesota law. More specifically, the court found that "the fraud committed in this matter . . . was obvious. Though Coreyxo, Island Sash, and Abdo argue that the sale or transfer of assets from Coreyxo to Island Sash was long-contemplated, a review of the chronology of evidence provided to the court and the timing of the transaction clearly shows otherwise." The court further found that "purportedly entering into a Settlement Agreement without disclosing that all of

³ On or about July 19, 2013, Askari filed a partial satisfaction of judgment for the \$8,000 payment Coreyxo made on January 5, 2012.

Coreyxo's assets, and no liabilities, had been transferred shortly beforehand is clear evidence of the bad faith demonstrated by Coreyxo, Island Sash, and Abdo. Continuing to argue after this after their bad faith intentions had been revealed is further reason for the extraordinary relief which the Court deems necessary to provide justice to the Plaintiff in this case."

17. In its November 4, 2013, amended order, the court also allowed amendment of Askari's complaint to add Island Sash and Lawrence Abdo as defendants and made Island Sash and Lawrence Abdo debtors on the judgment owed to Askari.

False Statements and Fabricated Documents in Post-Judgment Discovery

18. On April 20, 2012, Leland served Coreyxo, "ATTN: Office of the General Counsel," with a demand for disclosure, a financial disclosure form and other documents.

19. On April 27, 2012, Coreyxo completed and Lawrence Abdo signed the financial disclosure form. On the same date, respondent arranged for the completed financial disclosure form to be delivered to Leland by courier and signed a cover letter to the financial disclosure form. On the financial disclosure form, Coreyxo stated that it did not have a checking or savings account, did not own any stocks, bonds, securities, certificates of deposit, mutual funds, money market accounts, etc., and did not have any other property except a "[n]ote receivable from Island Sash & Door Co., LLC in the amount of \$40,000, payable on or before July 13, 2036."

20. Sometime after receiving Coreyxo's financial disclosure form, Leland learned that that on June 18, 2012, a check payable to Coreyxo had been deposited into Crown Bank account no. xxx2637.

21. On August 16, 2012, Leland served a subpoena *duces tecum* on Crown Bank requesting that it produce certain records for account no. xxx2637, and for any

other Crown Bank accounts maintained by Coreyxo, Island Sash or the Inn. Crown Bank did not, at that time, produce any of the records required by the subpoena or otherwise respond to it.

22. On August 23, 2012, attorney Daniel Kelly, who was then representing the Inn and Island Sash, wrote to Leland and stated that Leland's attempt to obtain "private and confidential banking records" for the Inn and Island Sash was improper. Kelly requested Leland to revise the subpoena *duces tecum* to request bank records related only to Coreyxo.

23. On or about August 28, 2012, Kelly served a motion to quash/modify the subpoena *duces tecum*. On or about August 28, 2012, respondent served also a motion to quash/modify the subpoena or for a protective order. Kelly thereafter filed amended and second amended motions and he and Leland exchanged correspondence regarding the subpoena. Leland filed a motion to compel Crown Bank's compliance with the subpoena on February 7, 2013.

24. On January 30, 2013, Leland served respondent with post-judgment interrogatories and request for production of documents (set I) directed to Coreyxo.

25. Interrogatory no. 27 of Leland's post-judgment interrogatories (set I) requested Coreyxo to "[d]escribe with specificity, and not in summary fashion, any and all reasons why [Coreyxo] received a 'Note receivable from Island Sash & Door Co., LLC' as referred to in" its financial disclosure form.

26. Interrogatory no. 19 of Leland's post-judgment interrogatories (set I) and request no. 34 of Leland's post-judgment requests for production of documents (set I) requested certain information and documents regarding all transfers, sales, purchases or other exchanges of property, assets or liabilities between Coreyxo and Abdo Markethouse, LLC, during the period from January 1, 2011, to the date of the response.

27. Interrogatory no. 20 of Leland's post-judgment interrogatories (set I) and request no. 35 of Leland's post-judgment requests for production of documents (set I)

requested certain information and documents regarding all transfers, sales, purchases or other exchanges of property, assets or liabilities between Coreyxo and Lawrence Abdo.

28. Interrogatory no. 21 of Leland's post-judgment interrogatories (set I) and request no. 36 of Leland's post-judgment requests for production of documents (set I) requested certain information and documents regarding all transfers, sales, purchases or other exchanges of property, assets or liabilities between Coreyxo and "any entity in which Lawrence Abdo maintains an ownership interest."

29. On or about March 4, 2013, Coreyxo served its answers to Leland's post-judgment interrogatories (set I). The answers were signed by respondent and Lawrence Abdo. In answer to interrogatory no. 27 quoted in paragraph 25 above, Coreyxo stated, "As required by the asset purchase agreement, a Promissory Note (the 'Note receivable from Island Sash & Door Co., LLC') was issued by Island Sash & Door, LLC to Coreyxo, LLC as partial consideration for the purchase of business's assets."

30. In its answer to interrogatory no. 19 described in paragraph 26 above, Coreyxo stated, "None." Coreyxo's answer was false. *See* paragraph 51 below.

31. In its answer to interrogatory no. 20 described in paragraph 27 above, Coreyxo stated, "None." Coreyxo's answer was false. *See* paragraph 51 below.

32. In its answer to interrogatory no. 21 described in paragraph 28 above, Coreyxo stated, "None." Coreyxo's answer was false. *See* paragraph 51 below.

33. Also on or about March 4, 2013, Coreyxo served its responses to Leland's requests for production of documents (set I). The responses were signed by respondent and Lawrence Abdo and indicated that the requested documents would be produced "at a time and a place that is mutually agreeable to the parties."

34. In response to request for production of documents no. 34 described in paragraph 26 above, Coreyxo stated, "None." Coreyxo's response was false. *See* paragraph 51 below.

35. In response to request for production of documents no. 35 described in paragraph 27 above, Coreyxo stated, "None." Coreyxo's response was false. See paragraph 51 below.

36. In response to request for production of documents no. 36 described in paragraph 28 above, Coreyxo stated, "None." Coreyxo's response was false. See paragraph 51 below.

37. On March 5, 2013, Leland served respondent with post-judgment interrogatories and requests for production of documents (set II) directed to Coreyxo. Interrogatory no. 32 of Leland's post-judgment interrogatories (set II) referenced Coreyxo's answer to interrogatory no. 27 quoted in paragraph 25 above, and requested Coreyxo to state whether Island Sash had ever made any payments to Coreyxo on the promissory note, to identify the date on which any such payments were made, to state the amount of any such payments, and to identify the bank account to which any such payments were made.

38. In his March 5, 2013, cover letter to the post-judgment interrogatories and requests for production of documents (set II), Leland requested that, with regard to the responses to requests for production of documents (set I), respondent provide him with "copies of documents responsive to those requests." Respondent did not respond.

39. On March 13, 2013, Leland wrote again to respondent and requested the documents responsive to the requests for production of documents (set I). Respondent did not respond.

40. On April 1, 2013, the court granted Leland's motion to compel compliance with the Crown Bank subpoena *duces tecum* and denied Kelly's motions. The order directed Crown Bank to comply with the subpoena within ten days of the order. On information and belief, Crown Bank timely produced the records for account no. xxx2637 and the other accounts as requested in the subpoena.

41. On April 2, 2013, Leland wrote to respondent for a third time to request the documents responsive to the requests for production of documents (sets I and II).

42. On or about April 3, 2013, Coreyxo served answers to Leland's interrogatories (set II). The answers were signed by respondent and Lawrence Abdo. In its answer to interrogatory no. 32 quoted in paragraph 33 above, Coreyxo stated that "all payments due under the note have been paid . . . [in] July, 2012." Respondent's statement was false. As is further described in paragraphs 53 to 55 below, as of April 3, 2013, Island Sash had made no payments to Coreyxo under the Asset Purchase Agreement.

43. Also on or about April 3, 2013, Coreyxo served responses to Leland's requests for production of documents (set II). The responses were signed by respondent and Lawrence Abdo and indicated that the requested documents would be produced "at a time and a place that is mutually agreeable to the parties."

44. On April 4, 2013, respondent wrote to Leland and stated that he would "gather documents referenced in the Discovery Requests (Sets I and II) and prepare them for delivery at our earliest convenience." Respondent did not, in fact, prepare the documents for delivery to Leland.

45. As noted above, on July 2, 2013, Leland served and filed a motion to amend Askari's complaint to add Island Sash and Lawrence Abdo as defendants, to make them liable on the judgment entered in Askari's favor, and for other post-judgment remedies. In a July 1, 2013, memorandum he filed in support of that motion, Leland stated that the records provided by Crown Bank for the account of Island Sash, "do [not] reflect any check or debit in either July or August 2012 in the amount of \$2,534.00, or for that matter any time up to March 29, 2013 Either Island Sash never made payment to Coreyxo on the Note, or it was never deposited by Coreyxo."

46. As also noted above, on August 1, 2013, the court issued an order that, among other things, directed Ryan Olson, counsel for Island Sash, to provide an affidavit identifying and providing certain records for all bank accounts in the name of Coreyxo, Island Sash or Lawrence Abdo during the period January 1, 2010, to the present. The order also directed Olson to identify "all transfers made into or out of the account of a related entity, i.e. Coreyxo, LLC, Island Sash & Door Co., or Lawrence Abdo; and provide all documents evidencing those transfers."

47. On August 2, 2013, Leland wrote to respondent, notifying him of a subpoena *duces tecum* directed to Crown Bank seeking records for nine bank accounts that were either identified in response to the court's August 1, 2013, order or were otherwise believed to be in the name or under the control of Lawrence Abdo and/or business entities he owned or controlled. Leland stated that he intended to serve the subpoena on August 5, 2013.

48. On August 5, 2013, respondent wrote to Leland and stated, "Be advised that none of the bank accounts identified on your draft subpoena is owned or controlled by Coreyxo, LLC, Island Sash & [D]oor, LLC or Lawrence Abdo and none has any connection to the matter captioned on the subpoena." Respondent's statement was false. In fact, as confirmed by Lawrence Abdo in an August 14, 2013, affidavit, at least eight of the Crown Bank accounts identified in Leland's August 2, 2013, letter were owned or controlled by Lawrence Abdo or business entities in which he had an interest.

49. On August 5, 2013, Leland served on Crown Bank the subpoena *duces tecum* seeking records for the nine accounts identified in his August 2, 2013, letter.

50. On August 6, 2013, respondent wrote again to Leland and stated, "It has come to my attention that Account # . . . 4468 was, at one time, owned by Island Sash & Door Co., LLC. To the extent your subpoena requires any response with regard to that account, counsel for Island Sash & Door will respond." Respondent's statement was incomplete and gave a false impression. In fact, as confirmed by Lawrence Abdo in an

August 14, 2013, affidavit, at least eight of the Crown Bank accounts identified in Leland's August 2, 2013, letter were owned or controlled by Lawrence Abdo or business entities in which he had an interest.

51. On or about August 12, 2013, Olson filed an affidavit providing the information required by the court's August 1, 2013, order. Among other things, Olson identified the bank accounts held in the names of Coreyxo, Island Sash or Lawrence Abdo, and identified all transfers of funds among those account, during the relevant period. Contrary to the information provided in Coreyxo's answers to interrogatories and responses to requests for production of documents (set I), *see* paragraphs 30 to 32 and 34 to 36 above, Olson's affidavit reflected multiple transfers of funds among accounts held by (a) Coreyxo and Abdo Markethouse, LLC; (b) Coreyxo and Lawrence Abdo; and (c) Coreyxo and entities in which Lawrence Abdo maintained an ownership interest.

52. On September 9, 2013, Leland sent an email to respondent to which he attached a draft notice, motion and memorandum to compel production of the documents requested in Askari's requests for production of documents (sets I and II). Leland asked respondent to produce the documents by September 12, 2013, or he would file the motion and other documents with the court. By email dated September 12, 2013, respondent informed Leland that he would produce the documents by September 18, 2013.

53. On September 18, 2013, the documents requested in Leland's requests for production of documents (sets I and II) were delivered to Leland's office. Among the documents produced was a July 9, 2012, letter, purporting to be from respondent to Lawrence Abdo. In that letter, respondent stated, "Enclosed please find a check in the amount of \$2,534.00 representing the first installment payment to Coreyxo, LLC under the Promissory Note dated July 13, 2011, between Coreyxo and Island Sash & Door Co., LLC." With that letter, Coreyxo also produced check no. 3069 dated July 9, 2012, drawn

on respondent's TCF business account in the amount of \$2,534.00 and payable to "Coreyxo, LLC c/o Abdo Markethouse, LLC." Check no. 3069 had purportedly been enclosed with respondent's July 9, 2012, letter.

54. Among the documents produced by Coreyxo on or about October 4, 2013, in response to Leland's request for production of documents (sets I and II), was also a July 10, 2013, letter, purporting to be from respondent to Lawrence Abdo. In that letter, respondent stated, "Enclosed please find a check in the amount of \$2,534.00 representing the second installment payment of Coreyxo, LLC under the Promissory Note dated July 13, 2011, between Coreyxo, LLC and Island Sash & Door Co., LLC." With that letter, Coreyxo also produced check no. 3104 dated July 10, 2013, drawn on respondent's TCF business account in the amount of \$2,534 and payable to "Coreyxo, LLC c/o Abdo Markethouse, LLC." Check 3104 had purportedly been enclosed with respondent's July 10, 2013, letter.

55. In fact, respondent fabricated the July 9, 2012, and July 10, 2013, letters and the TCF business account checks nos. 3069 and 3104 those letters referenced and purportedly enclosed. Respondent's fabrication of these documents is evident from a number of facts, including the following:

56. Respondent's conduct in assisting Coreyxo, Island Sash, and Lawrence Abdo in the fraudulent transfer of assets in the Askari lawsuit violated Rules 1.2(d), 3.1, 3.3(a)(3), 4.1 and 8.4(c) and (d), Minnesota Rules of Professional Conduct (MRPC).

57. Respondent's conduct in failing to inform opposing counsel of the Asset Purchase Agreement or its impact on Coreyxo's ability to honor the settlement agreement violated Rules 3.1, 4.1 and 8.4(c) and (d), MRPC.

58. Respondent's conduct in preparing and obtaining Lawrence Abdo's signature on the financial disclosure form that falsely stated that Coreyxo did not have a checking account violated Rules 3.4(a), and 8.4(c) and (d), MRPC.

59. Respondent's false statements in response to discovery requests and his conduct in failing to produce information and documents sought in the Askari lawsuit violated Rules 3.4, 4.1, and 8.4(c) and (d), MRPC.

60. Respondent's false statement in his August 5 and 6, 2013, letters concerning the ownership and control of various bank accounts violated Rules 4.1, 3.4(a), and 8.4(c) and (d), MRPC.

61. Respondent's conduct in manufacturing documents to falsely evidence payments between Coreyxo and Island Sash & Door violated Rules 3.3(a)(1), 3.4(a) and (b), 4.1, 8.4(c) and (d), MRPC.

SECOND COUNT

Non-Cooperation with and False Statements to the Director

62. On December 2, 2013, Leland submitted a complaint to the Director regarding respondent's conduct in the Coreyxo matter.

63. On January 15, 2014, the Director sent respondent a notice of investigation requesting respondent to respond to Leland's complaint. In his January 31, 2014, response to the complaint, respondent denied "categorically and without reservation" that he participated in fraud upon the court or a fraudulent transfer of assets.

64. On May 8, 2014, the Director wrote again to respondent. In that letter, the Director asked respondent to focus on two issues. First, the Director asked respondent to address whether respondent's statement in his August 5, 2013, letter that "none of the bank accounts" identified in Leland's August 2, 2013, letter was "owned or controlled by Coreyxo . . . Lawrence Abdo" was false. Second, the Director asked respondent to address whether respondent's letters dated July 9, 2012, and July 10, 2013, and the checks to which those letters referenced and purportedly enclosed had been fabricated. The Director also asked respondent to "provide a copy of the negotiated checks, **front and back**" (emphasis added).

65. Respondent did not respond to the Director's May 8, 2014, letter.

66. On June 6, 2014, the Director wrote again to respondent to request his response to the Director's May 8, 2014, letter. On June 9, 2014, respondent telephoned the Director and stated that he had not received the Director's May 8, 2014, letter.

67. By letter dated June 10, 2014, the Director sent respondent another copy of the May 8, 2014, letter, along with the enclosures to that letter. On June 20, 2014, respondent emailed the Director, stating that the Director's May 8, 2014, letter "arrived in the mail yesterday."

68. Respondent responded to the Director's May 8, 2014, letter by letter dated July 3, 2014. Respondent enclosed with his letter copies of only the front sides of his TCF business account check nos. 3069 and 3104. Copies of the back sides of the checks, which the Director specifically requested in his May 8, 2014, letter in order to verify that the checks had been negotiated, were not provided. With respect to each of the checks, respondent also enclosed "corresponding invoices to Abdo Markethouse, LLC and reimbursement checks."

69. In his July 3, 2014, letter, respondent acknowledged that the statement in his August 5, 2013, letter that "none of the bank accounts" identified in Leland's August 2, 2013, letter was "owned or controlled by Coreyxo . . . [or] Lawrence Abdo" was false and that those accounts were, in fact, controlled by Lawrence Abdo.

70. In his July 3, 2014, letter, respondent also stated, with regard to his TCF business account check nos. 3069 and 3104, that because:

Mr. Abdo, Island Sash & Door and Coreyxo were all engaged in a long and drawn out litigation with a highly aggressive and unpredictable attorney, Mr. Abdo felt (ironically, as it turns out) that it would be less likely to warrant scrutiny if the annual note payment due to Coreyxo was delivered through my firm rather than by me in my capacity as the companies' in-house counsel. So we employed the standard and unremarkable practice of having my law firm issue the check with reimbursement paid to the firm by the client.

71. Respondent's statements as quoted above were false. Respondent was never "reimbursed" for his TCF business account check nos. 3069 and 3104. Respondent knew at the time of his July 3, 2014, letter that those checks had never been negotiated.

72. On August 6, 2014, the Director wrote again to respondent. The Director explained that respondent's July 3, 2014, letters had failed to confirm that respondent had made the payments purported by his TCF business account check nos. 3069 and 3104 as claimed. Rather than again requesting copies of the back sides of the checks to verify that they had been negotiated, the Director instructed respondent to "please provide the bank statements for your business account showing the checks you issued from your business account on behalf of Island Sash in payment on the note clearing the account and, if different, the statements evidencing reimbursement to the law firm from Island Sash."

73. Respondent responded to the Director's August 6, 2014, letter with an August 7, 2014, email. Respondent attached to his email the same items he had enclosed with his July 3, 2014, letter. Respondent did not provide any of the requested TCF business account bank statements.⁴

74. Also on August 7, 2014, the Director sent an email to respondent in which he stated, "The information you have provided is not what I have requested. Again, I am requesting 'the bank statements for your business account showing the checks you issued from your business account . . . clearing the account and, if different, the statements evidencing reimbursement to the law firm from Island Sash.'" And, "Please provided the bank statements for your business account containing the information I am seeking."

⁴ On August 11, 2014, the Director received from respondent a letter dated August 7, 2014, to which he again enclosed the same materials he had enclosed with his July 3, 2014, letter.

75. On August 8, 2014, respondent emailed the Director, stating he was “sorry there continues to be confusion.” Respondent stated that he was attaching to the email “bank statements corresponding to the bank transaction detail records already provided.” Instead, respondent provided bank records from his personal Wells Fargo Bank account no. xxxxxx7882, not the bank statements from his TCF business account on which his check nos. 3069 and 3104 had been issued. Respondent further stated that he had “reviewed my files and bank records and I don’t believe that I have any other records in my possession that relate to these transactions or are otherwise responsive to your requests.”

76. On August 19, 2014, the Director wrote to the Lawyers Professional Responsibility Board Chair requesting, pursuant to Rule 8(c), Rules on Lawyers Professional Responsibility, an investigatory subpoena directed to TCF National Bank to obtain records for respondent’s business account. The Board Chair approved the subpoena and on September 2, 2014, the Director served a subpoena on TCF National Bank. The Director sent copies of his September 2, 2014, cover letter and the subpoena to respondent.

77. On September 8, 2014, respondent emailed the Director, noting that he had “received a copy the subpoena you issued to TCF Bank requesting production of a series of bank statements from my account. Copies of the requested statements are attached. I don’t believe this series of statements had been previously requested by your office, which is why they had not yet been voluntarily produced.”

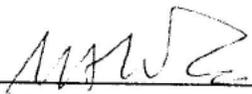
78. Respondent acknowledged, for the first time, that “you will not find any record of the two note payment checks having cleared my account.” Respondent also stated that he “asked my client, Lawrence Abdo of Abdo Markethouse, if he had any recollection of the checks or any information about why they hadn’t cleared and he provided the attached affidavit. As noted in Mr. Abdo’s affidavit, the 2012 check was

found this morning in his company's files, apparently having been inadvertently filed rather than submitted for deposit because of the payee."

79. Respondent's conduct in failing to provide information sought by the Director violated Rule 8.1, MRPC, and Rule 25, RLPR.

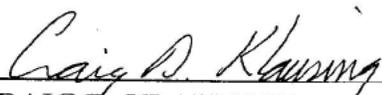
WHEREFORE, the Director respectfully prays for an order of this Court imposing appropriate discipline, awarding costs and disbursements pursuant to the Rules on Lawyers Professional Responsibility, and for such other, further or different relief as may be just and proper.

Dated: May 4, 2015.



MARTIN A. COLE
DIRECTOR OF THE OFFICE OF LAWYERS
PROFESSIONAL RESPONSIBILITY
Attorney No. 148416
1500 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102-1218
(651) 296-3952

and



CRAIG D. KLAUSING
SENIOR ASSISTANT DIRECTOR
Attorney No. 0202873