

**BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 75 DB 2024
Petitioner	:	
	:	
v.	:	Attorney Registration No. 87739
	:	
WILLIAM E. VINSKO, JR.,	:	
Respondent	:	(Luzerne County)

**RESPONSE TO PETITION FOR DISCIPLINE**

Respondent, William E. Vinsko, Jr., Esquire (“Respondent”), by and through his attorneys responds to the Petition for Discipline as follows:

1. **Admitted.**
2. **Admitted.**
3. **Admitted.**
4. **Admitted.**

**CHARGE I - ROCHE**

5. **Admitted.**
6. **Admitted.**

7. **Admitted.** By way of further answer, James Roche specifically hired Catherine Mihalick, Esquire. Respondent never met with Mr. Roche nor did he prepare any representation correspondence, review the facts of the matter or handle anything related to the Roche Estate at that time.

8. **Admitted.** By way of further answer, Constance Catherine Mihalick, Esquire handled the Roche Estate because she was the originating attorney on that matter.

9. **Admitted.**

10. **Admitted.**

11. **Admitted.**

12. **Denied.** Respondent has no recollection of Alice W. Roche (“Ms. Roche”) calling his office as alleged herein. Accordingly, the averments are **denied**. By way of further response, Ms. Roche did not become an estate beneficiary until on or after July 25, 2020, the date her husband, Edward D. Roche, passed away. Because she had no legal right to anything in the estate at issue, Respondent could not speak with her about the case until on or after the time she became an estate beneficiary. Additionally, Ms. Roche did not have authority over the Estate of Edward D. Roche in this regard as the Estate of Edward D. Roche was not opened or raised until March 31, 2022, almost two (2) years later.

13. **Denied.** The averments contained herein improperly presume that Respondent received telephone messages from Ms. Roche in April and July 2020. Respondent has no record of receiving any such messages. Accordingly, Respondent **denies** that he “failed to respond or return” Ms. Roche’s purported calls. By way of further response, Ms. Roche was neither a client nor a beneficiary of the Estate until at least July 25, 2020, the date her husband died. As a result, Ms. Roche had no authority to hear any details about the case, and Respondent would be precluded from providing her any Estate information under the Rules of Professional Conduct. Significantly, the Estate of Edward D. Roche was not opened or raised until March 31, 2022.

14. **Admitted.**

15. **Admitted.** By way of further response, upon information and belief, the estate referenced herein was not opened until on or about March 31, 2022 – nearly eighteen months after Edward D. Roche passed away. As confirmed by the correspondence from Thomas A. O’Connor,

Esquire on November 20, 2020, Attorney Giangrieco “removed himself as counsel for Alice Roche” as of that date.

16. **Admitted.**

17. **Denied.** Respondent **denies** that he “failed to respond” as alleged herein. Respondent acknowledges that he did not respond to Attorney Giangrieco on or before August 9, 2020. By way of further response, Respondent called and left a message for Attorney Giangrieco on August 26, 2020, to discuss the status of the Roche Estate’s administration. Attorney Giangrieco did not respond.

18. **Admitted in part, denied in part.** Respondent **admits** that Thomas A. O’Connor, by a letter dated November 20, 2020, wrote to Respondent and claimed to represent Alice Roche, Robert Roche, and Cheryl Roche Cupp. However, by email dated December 3, 2020, Mr. O’Connor confirmed that he only represented Alice Roche and Robert Roche. Accordingly, Respondent **denies** that Cheryl Roche Cupp retained Mr. O’Connor as alleged herein<sup>1</sup>. By way of further response, between August 2020 and November 20, 2020, significant events occurred that bear directly on Office of Disciplinary Counsel’s allegations. Namely, on August 3, 2020, Respondent met with Cheryl Cupp to review the Family Settlement Agreement and the First and Final Accounting of the estate. Following her review, she executed the agreement and accepted the informal accounting. Thereafter, under letter dated September 9, 2020, Respondent forwarded the remaining estate beneficiaries the Family Settlement Agreement along with the First and Final Accounting of the estate and the proposed distribution amount. On October 23, 2020, Respondent received a call from Ms. Cupp. Ms. Cupp wanted to schedule a meeting to discuss estate matters.

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<sup>1</sup> Attorney O’Connor, in January 2021, stated to Respondent that he was representing Cheryl Cupp after Respondent requested specific clarification given Attorney O’Connor’s various inconsistent communications regarding whom he represented.

She also inquired about whether the remaining estate beneficiaries signed the Family Settlement Agreement. Thereafter, James Roche advised Respondent not to meet with Ms. Cupp because, according to him, she was “causing trouble.” Respondent did not follow that recommendation and instead agreed to meet with her. Respondent met with Ms. Cupp on November 11, 2020, and informed her that he had yet to receive all signatures. Of note, under a letter dated November 20, 2020, Mr. O’Connor acknowledged that Alice Roche and Ms. Cupp had received the Settlement Agreement and the informal accounting. Importantly, had the beneficiaries accepted the settlement at that time, they would have received approximately \$1,000 more than they ultimately received. Respondent vehemently rejects any notion that he held up the estate’s distribution. Respondent provided the requisite settlement information to the beneficiaries on September 9, 2020. Apart from Ms. Cupp (who accepted the settlement), Respondent received no word from the other estate beneficiaries for over two months when he received Mr. O’Connor’s November 20, 2020, correspondence.

19. **Admitted in part; denied in part.** By way of further response Respondent incorporates by reference herein his Response to Paragraph 18.

a. **Admitted.**

b. **Admitted.**

c. **Admitted.**

20. **Denied.** The averments contained in this Paragraph refer to writings that speak for themselves. Respondent **denies** any characterization thereof. By way of further response, in his November 23, 2020, letter, Respondent responded to Attorney O’Connor’s status update request and, further, within days, provided Attorney O’Connor with “certain information” regarding the Roche Estate.

21. **Admitted.** By way of further response, by letter dated January 29, 2021, Respondent wrote to Mr. O'Connor and, *inter alia*, informed him about an issue pertaining to a gun safe and firearms that beneficiaries were now claiming to be estate assets. Respondent informed Mr. O'Connor that Robert Roche had previously claimed those items and took possession of same. Since Mr. O'Connor was now claiming those items, despite them being in Robert Roche's possession, they were estate assets and Mr. O'Connor was obligated to make them available for inspection and appraisal so the accounting could be updated. Mr. O'Connor failed to follow up on that issue, making it impossible for Respondent to address any amendments to the informal accounting, as discussed by Respondent and Attorney O'Connor in December 2020, as that information would materially affect the assets and distribution.

22. **Admitted.** By way of further response, on January 29, 2021, Respondent emailed Attorney O'Connor correspondence detailing glaring inconsistencies asserted against Respondent's client. Respondent also emailed Attorney O'Connor a copy of the answer to the Petition referenced herein. The answer was subsequently filed on February 5, 2021. Moreover, it was through the correspondence of Respondent to Attorney O'Connor that same date, January 29, 2021, that Respondent specifically requested that the additional Estate assets that Attorney O'Connor claimed were part of the Estate be made available for valuation and to "include in an amended accounting." Attorney O'Connor never responded to that request or responded to the issue related to the gun safe or the firearms being declared Estate assets in his filing.

23. **Admitted.** By way of further response, on April 14, 2021, Respondent sent a follow up email to the beneficiaries' counsel, Attorney Thomas Hogan, regarding the gun safe and firearms issue identified above. On April 21, 2021, Attorney Hogan responded to Respondent's

inquiry. By that time, nearly 3 months had lapsed since Respondent had initially raised the firearms issue. Attorney Hogan's response did not, however, resolve the issue.

24. **Admitted.** By way of further response, on April 26, 2021, the Court held a telephone conference during which counsel discussed agreed to timelines and discussed the case in general.

a. **Admitted.**

b. **Admitted.**

25. **Admitted.** Respondent **admits** that an informal accounting was not filed by May 31, 2021. By way of explanation, and not by way of excuse, the parties, through Respondent and Attorney Hogan, were working towards gathering all pertinent documents to be exchanged and addressed by June 30, 2021. By way of further response, Respondent did not receive complete copies of the updated bank statements from his client until early June 2021. Further compounding the preparation of the informal accounting was Attorney O'Connor's/Attorney Hogan failure to resolve the firearms issue noted above.

26. **Admitted.** By way of further response, on July 19, 2021, Respondent emailed Attorney Hogan<sup>2</sup> and inquired about whether his clients accepted the accounting. Respondent also advised that he would like to have the money distributed and close out the Estate. Attorney Hogan did not respond and accordingly, Respondent sent him a follow up email on July 29, 2021. However, Attorney O'Connor did respond having advised "[he was] waiting to hear back from [his] clients on what it is exactly they are looking for to wrap this matter up." After a few months,

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<sup>2</sup> At this time, Respondent was primarily corresponding with Attorney Hogan. Attorney Hogan and Attorney O'Connor, both named Thomas, used a shared email account – [thomasoconnor@epix.net](mailto:thomasoconnor@epix.net).

on October 13, 2021, Attorney Hogan responded to Respondent and inquired about an issue relating to a “crypt agreement.” Again, however, Attorney Hogan did not respond regarding the accounting and/or whether any changes would be necessary or required. Respondent and Attorney Hogan spoke about this issue again in November 2021 and on December 9, 2021, Respondent emailed Attorney Hogan concerning same, specifically asking once again whether Respondent should include the crypt in a revised final account or whether Respondent should just file for a hearing on the formal accounting. Attorney Hogan responded and advised that he had yet to discuss the matter with his clients. Respondent received Attorney Hogan’s response and advised that he “would wait to hear from [Attorney Hogan].” These email communications make it abundantly clear that Respondent took great pains to move this matter along and but for Attorney Hogan’s delay, the matter would have resolved more timely. It took Attorney Hogan nearly 174 days (between June 2021 and December 2021) to obtain an answer from his clients regarding the accounting. Moreover, when compared to the informal accounting that Respondent circulated in August/September 2020, only minimal alterations were made and significantly, the amounts to be received by the beneficiaries were very close to the same amounts identified in the informal accounting.

27. **Admitted.** By way of further response, for some months prior to February 1, 2022, Respondent and Attorney Hogan were in communications regarding Estate matters. By way of further response, Respondent incorporates by reference herein his response to Paragraph 26 which details some of the communications that occurred between Respondent and Attorney Hogan. By way of further response, on February 17, 2022, Attorney Hogan provided Respondent with documentation pertaining to the “crypt agreement” identified above. Thus, while Attorney Hogan raised that issue on October 13, 2021, it took him four months to supply Respondent with the

underlying written documentation pertaining to the crypt. By way of further response, on March 8, 2022, Respondent scheduled a meeting with James Roche to review the accounting. On that date, Respondent advised Attorney Hogan that Respondent is scheduled to meet with James Roche. Attorney Hogan responded and advised “Thanks, I will let my clients know.” On March 16, 2021, Respondent met with James Roche and, during that meeting, James Roche approved the accounting. Thereafter, Respondent sent Attorney Hogan the Family Settlement Agreement with Final Accounting and Crypt Transfer Agreement that James Roche executed.

28. **Admitted.** By way of further response, for some months prior to March 16, 2022, Respondent and Attorney Hogan communicated about Estate matters. By way of further response, Respondent incorporates by reference herein his response to Paragraph 26 which details some of the communications that occurred between Respondent and Attorney Hogan.

a. **Admitted.**

b. **Admitted.**

c. **Admitted.**

d. **Admitted.**

29. **Admitted.**

a. **Admitted.**

b. **Admitted.**

c. **Admitted.**

30. **Admitted.**

31. **Admitted in part; denied in part.** Following receipt of Attorney Hogan’s March 17, 2022, email, Respondent did make corrections to the Family Settlement Agreement. Accordingly, Respondent **denies** that he failed to make corrections to the document. Respondent,



however, could not “immediately” forward the revisions to Attorney Hogan because, before sending, Respondent’s client needed to approve the revisions. Accordingly, Respondent **admits** that he did not “immediately” forward the document to Attorney Hogan.

32. **Admitted.** By way of further response, upon information and belief, on March 31, 2022, Alice Roche opened an estate on behalf of her deceased husband, Edward D. Roche. Until that time, she did not have authority to sign off on the estate.

33. **Denied.** To the best of Respondent’s recollection, he and Attorney Hogan discussed Estate matters on or about April 1, 2022. Accordingly, Respondent **denies** the averments contained in this Paragraph.

34. **Admitted.**

35. **Admitted.**

36. **Admitted.** Respondent apologizes for and is remorseful for not promptly responding to Attorney Hogan. By way of explanation, and not by way of excuse, around this time, Respondent was preparing to leave for a family vacation scheduled to commence on April 11, 2022 leaving him out of the office from Monday April 12, 2022 through Tuesday April 19, 2022. Respondent was attempting to diligently work on multiple matters prior to leaving for vacation. Unfortunately, Respondent was unable to promptly respond Attorney Hogan. However, Respondent did respond to Attorney Hogan on May 2, 2022.

37. **Admitted.**

38. **Admitted.** Respondent apologizes for and is remorseful for not promptly responding to Attorney Hogan. By way of further response, Respondent incorporates by reference herein his response to Paragraph 36.

39. **Admitted.** By way of further answer, and for purposes of explanation and not excuse, Respondent was off for the Easter holiday and out of town from Monday April 12, 2022, through Tuesday, April 19, 2022. Easter Sunday was April 17, 2022.

40. **Admitted.** Respondent apologizes for and is remorseful for not promptly responding to Attorney Hogan. By way of further response, Respondent incorporates by reference herein his response to Paragraph 39.

41. **Admitted.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 39.

42. **Admitted.** By way of explanation, and not by way of excuse, Respondent ultimately did respond on May 2, 2022, via email which was less than two (2) weeks later. For purposes of explanation and not excuse, the Respondent was off for the Easter holiday and out of town on an Easter family vacation to Florida from Sunday, April 11, 2022, through Tuesday, April 19, 2022. Easter Sunday was April 17, 2022. It is noted that Attorney Hogan's email to Respondent reads "Bill: Hope you had a good holiday..."

43. **Admitted.**

44. **Denied.** On May 2, 2022, Respondent emailed Attorney Hogan with respect to Estate matters.

45. **Admitted.** By way of further answer, Respondent was not permitted to speak with Alice Roche in any capacity as she was represented by counsel. Respondent immediately contacted Alice Roche's counsel to advise him of the same.

46. **Admitted.**

a. **Admitted.**

b. **Admitted.**

c. **Admitted.**

47. **Admitted.** By way of further response, on May 3, 2022, Attorney Hogan responded to Respondent's May 2, 2022, email and admitted "[i]t seems like this was some crossed-wires on our parts." As of this email, on May 2, 2022, it was legitimately understood by the Respondent that the approval was given and that no further approval was necessary.

48. **Admitted.** By way of further answer, it is noted that approval for the release of checks prior to all parties executing a Family Settlement Agreement does not lie with Respondent and is within the sole authority of the Administrator.

49. **Denied.** On May 4, 2022, Respondent emailed Attorney Hogan and explained that he had a mediation that day. By way of further answer, it is noted that approval for the release of all checks prior to all parties executing the Family Settlement Agreement does not lie with Respondent and is within the sole authority of the Administrator.

50. **Admitted.**

a. **Admitted.**

b. **Admitted.**

c. **Admitted.**

d. **Admitted.**

51. **Admitted in part; denied in part.** It is **admitted** that Respondent did not formally respond to Attorney Hogan's email of May 10, 2022. By way of explanation and not excuse, the last email of May 3, 2022, from Attorney Hogan ended with "...as long as you are ok with me sending this out to our clients, I will let them know and we can get this done." Attorney Hogan's response was based on Respondent's clear acknowledgement that he was "under the impression [Attorney Hogan] made the changes that [he] needed on the estate documents."

52. **Denied.** The averments contained in this Paragraph relate to email communications between Respondent and Attorney Hogan. These emails speak for themselves, and Respondent specifically **denies** any characterization thereof. By way of further response, Attorney Hogan's June 1, 2022, email referenced herein confirms that Respondent attempted and/or planned to speak with Attorney Hogan that day "at the courthouse."

53. **Admitted.**

54. **Admitted.**

55. **Admitted.** By way of further response, Respondent could not release any checks unless and until all signatures were received, a fact that Attorney Hogan should have been aware of.

56. **Admitted in part; denied in part.** The averments contained in this Paragraph imply that Respondent was required to respond to Attorney Hogan's June 2, 2022, email when, in fact, no such response was required. Accordingly, Respondent **denies** that he failed to respond as alleged herein. Respondent **admits** that he did not "release" the check referenced herein. By way of further Response, Respondent incorporates by reference herein his Response to Paragraph 55.

57. **Admitted.**

58. **Admitted.**

59. **Admitted.**

60. **Denied.** By way of further response, within days of receiving Attorney Hogan's June 15, 2022, email (referenced at Paragraph 58), Respondent spoke with his client and discussed the incorrect name issue that Attorney Hogan identified. Mr. Roche advised Respondent that he may have mistakenly issued the check to the incorrect payee.

61. **Admitted.**

62. **Admitted.** Respondent apologizes for and is remorseful for not promptly responding to Attorney Hogan.

63. **Admitted.**

64. **Admitted.** Respondent apologizes for and is remorseful for not promptly responding to Attorney Hogan.

65. **Admitted.**

66. **Admitted.** Respondent apologizes for and is remorseful for not promptly responding to Attorney Hogan.

67. **Admitted.** By way of further response, Respondent was not served with the Motion referenced herein and knew nothing about it until he received the Rule Returnable the Court issued on or about August 9, 2022.

68. **Admitted.** By way of further response, upon receipt of the Rule Returnable, Respondent contacted Attorney Hogan and requested a copy of the Motion for Sanctions since Attorney Hogan neglected to serve Respondent with the Motion.

69. **Admitted.** By way of further answer, the corrected check received from Respondent's client the day before, August 18, 2022, was sent *with* the interrogatories and requests for production of documents.

70. **Admitted.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 69.

71. **Admitted.**

72. **Admitted.** By way of further response, in October 2022, Respondent and Attorney Hogan corresponded about issuing the distributions. Later that month, Respondent and James Roche discussed that issue. On or about October 28, 2022, Respondent and Attorney Hogan

discussed the distributions. Respondent was on vacation from November 15, 2022, to November 30, 2022. Respondent's office received the distribution checks from James Roche while Respondent was away. Under a letter dated December 21, 2022, the distribution checks were forwarded to Attorney Hogan.

73. **Admitted.** By way of further response, Respondent's client issued the checks referenced herein.

74. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.

- a. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.
- b. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.
- c. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.
- d. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.
- e. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.

**CHARGE II - SECOR**

75. **Admitted.**

76. **Admitted.**

77. **Admitted.** By way of further response, Respondent had previously explained to Ms. Secor the strategy he planned to pursue on the Secors' behalf. Namely, he explained to her that he

would submit a claim on the Secor's behalf to First American Title Insurance. Respondent also informed Ms. Secor that he was hopeful that the matter could be resolved without litigation. Thus, the agreed upon strategy was for Respondent to file an insurance claim with the goal of resolving the matter outside of court. On April 7, 2022, Respondent emailed Ms. Secor confirming the planned strategy. Of note, Respondent confirmed that a suit would not be filed because he believed "a[n] [insurance] claim would suffice." Respondent did advise, however, that if a suit was eventually filed, it would be in Luzerne County. Regardless, as of April 2022, Ms. Secor was aware that no suit would be filed unless and until the "claim" route failed.

78. **Admitted.** By way of further response, the email referenced herein confirms the strategy Respondent intended to pursue. Further, Respondent incorporates by reference herein his response to Paragraph 77. By way of further response, on April 7, 2022 (at 8:57 PM), Respondent sent Ms. Secor another email wherein he attached a copy of his invoice to illustrate the amount of work that he had completed. Respondent made clear that he was not asking for payment. Moreover, he confirmed that he never told them that the entire matter would be complete within twenty days. Respondent also confirmed that "[t]here will be third parties involved that require us to wait in various circumstances." Of significance, Respondent informed Ms. Secor that it appeared to him the Secors were uncomfortable proceeding further with Respondent as their attorney. Accordingly, Respondent welcomed the Secors to retain new counsel. Hours later, at 12:16 AM, Ms. Secor responded to Respondent and informed him that they "want [Respondent] to continue with the case." Ms. Secor also admitted that she "fully understands the amount of work [Respondent] put into the case." Ms. Secor also admitted that she took "notes but apparently misunderstood the timeline...." Finally, she admitted that she was "a little overwhelmed and shocked by the amount of time and work involved."

79. **Admitted.**

80. **Admitted.**

81. **Admitted.**

82. **Admitted.**

83. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for not timely responding to Ms. Secor. However, it must be noted that Respondent previously answered this question in his April 7, 2022, email. Therein, Respondent informed Ms. Secor that Alan Rosen would be the appraiser when needed. Respondent also informed Ms. Secor that he “would be happy to arrange a conference call with him and [Ms. Secor] at [her] convenience to have him answer any questions once he does his review on value.” Ms. Secor did not respond to this offer. The fact remains, since April 7, 2022, she knew that Mr. Rosen would be the appraiser.

84. **Admitted.**

85. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for not timely responding to Ms. Secor.

86. **Admitted.**

87. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for not timely responding to Ms. Secor.

88. **Admitted.** By way of further response, in the email chain referenced herein, Ms. Secor told Respondent, “I can’t tell you how much I appreciate your help.”

89. **Admitted.**

90. **Admitted.**



91. **Denied.** Respondent acknowledges that he did not file a Writ of Summons in November 2022. Respondent **denies** that he “failed to file a Writ of Summons” as alleged. Respondent advised Ms. Secor that a Writ would be filed “if [the title company] did not confirm and accept responsibility.” As of November 2022, this was still an open issue and thus, Respondent did not file the Writ. By way of further response, the Writ was, however, subsequently filed in June 2023.

92. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for advising Ms. Secor that he would provide her with an outline but not timely delivering same.

93. **Admitted.**

94. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for not timely responding to Ms. Secor.

95. **Admitted.**

96. **Admitted.**

97. **Denied.** The averments contained in this Paragraph refer to a writing that speaks for itself. Respondent **denies** any characterization thereof.

98. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for advising Ms. Secor that he would provide her with an outline but not timely delivering same.

99. **Admitted.**

100. **Admitted.**

101. **Denied.** From the start of the representation, the Secors were aware of Respondent’s planned strategy. Namely, to resolve the situation without engaging in litigation.

Respondent firmly believed that the title company would resolve the matter because, based on Respondent's extensive title work and document research, the Secors had a clear, absolute and unequivocal right to an easement.

102. **Admitted.**

103. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for not timely responding to Ms. Secor.

104. **Denied.** Respondent acknowledges that Ms. Secor called Respondent's office once between April 6 and April 14, 2023.

105. **Admitted in part; denied in part.** Respondent **admits** that Ms. Secor called Respondent's office once between April 6 and April 14, 2023, and that he did not return that call. By way of explanation, and not by way of excuse, Respondent did not return Ms. Secor's call at that time because he was on vacation for Easter. Respondent **denies** that he "did not return [Ms. Secor's] calls" as alleged herein.

106. **Admitted.**

a. **Admitted.**

b. **Admitted.**

c. **Admitted.**

d. **Admitted.**

e. **Admitted.**

107. **Admitted in part; denied in part.** It is **admitted** only that the averments contained herein accurately quote certain verbiage that is contained in the email referenced herein. Respondent **denies** any characterization thereof. By way of further response, the intent behind the email referenced herein was that Respondent wanted to schedule a call with Ms. Secor "this week"

so they could discuss how they would “wrap up this matter.” Respondent’s communication did not mean they would “wrap up this matter this week.” The email, in its entirety reads, “Good morning, Mary – I wanted to schedule a call as to how we are going to wrap up this matter this week. I am good, generally, this week. Any time better or worse for you?”

108. **Admitted.**

109. **Admitted in part; denied in part.** Respondent specifically **denies** that he told Ms. Secor that he filed a Writ of Summons. By way of further response, Respondent **admits** that he informed Ms. Secor a Writ of Summons may be filed at some point. During the call, Respondent explained, again, his anticipated strategy which did potentially involve filing a Writ. Moreover, Respondent and Ms. Secor also discussed seeking redress from Harvey’s Lake Borough. Following their discussion, Ms. Secor emailed Respondent a follow up question concerning a possible action against Harvey’s Lake Borough as a clarification to the earlier phone discussion. At 9:18 PM, Respondent replied to her inquiry making it clear that “we are not going that route at the moment,” confirming that the matter was still under review. These communications evidence that the claim against the Borough was still being evaluated but, as of May 2023, the plan would be to proceed against Ms. Gudz and the title insurance company. Hence, Respondent informed Ms. Secor “[w]e are going to pursue Ms. Gudz and the title insurance company.” That strategy potentially involved filing a Writ at some point.

110. **Admitted.**

111. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for advising Ms. Secor that he would provide her with an outline but not timely delivering same.

112. **Denied.** The averments contained in this Paragraph improperly presume that Respondent had a duty to file the Writ when, in fact, Respondent had no such duty. Regardless, the Writ was prepared on May 19, 2023. By way of further response, Respondent incorporates by reference herein his response to Paragraph 109.

113. **Admitted.** By way of further response, Respondent did not advise Ms. Secor that the Writ was filed.

114. **Admitted.** By way of further response, the Writ was prepared on May 19, 2023. By May 22, 2023, Respondent determined that a Writ would be filed and he instructed his staff accordingly. Respondent anticipated that his staff would file Writ on or around May 22, 2023.

115. **Denied.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 114. Respondent acknowledges that, after it was made, he discovered that the statement referenced herein was inaccurate.

116. **Denied.** On May 25, 2023, Respondent forwarded Ms. Secor a copy of the Writ that Respondent anticipated would be filed. Additionally, Respondent outlined in the email that the staff was conducting a “bringdown” title search to confirm that there are no changes to ownership or title to the property before filing. Respondent offered to have a phone conversation to review the matter and answer any questions, but Ms. Secor did not respond to that offer.

117. **Admitted.**

118. **Admitted.** By way of further response, Respondent mistakenly believed that his staff had filed the Writ by May 25, 2023. By way of further response, Respondent incorporates by reference herein his response to Paragraph 114. Further, by email on May 25, 2023, Respondent provided Ms. Secor with a copy of the Writ that he intended to file. In his email, Respondent

informed Ms. Secor that “[i]f you would like to discuss I am available later today and all day tomorrow....” Ms. Secor did not respond to Respondent’s invitation.

119. **Denied.** By way of further response, Respondent reasonably believed that his staff either filed the Writ or would file the Writ by on or about May 25, 2023. By way of further response, Respondent incorporates by reference herein his response to Paragraph 118.

120. **Admitted.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 118.

121. **Admitted.**

122. **Denied.** The averments contained in this Paragraph improperly presume that Respondent had a duty to file the Writ when, in fact, Respondent had no such duty. By way of further response, in his May 25, 2023, email, Respondent informed Ms. Secor about what steps were being performed in anticipation of filing the Writ.

123. **Admitted.**

124. **Admitted.**

125. **Denied.** The averments contained in this Paragraph improperly presume that Respondent had a duty to file the Writ when, in fact, Respondent had no such duty. The Writ was ultimately filed on June 5, 2023. Respondent forwarded Ms. Secor a time-stamped copy of the Writ on June 5, 2023.

126. **Denied.** The averments contained in this Paragraph improperly presume that Respondent had a duty to file the Writ when, in fact, Respondent had no such duty. The Writ was ultimately filed on June 5, 2023. Respondent forwarded Ms. Secor a time-stamped copy of the Writ on June 5, 2023.

127. **Admitted.** By way of further response, when the Writ was filed, the Prothonotary made a clerical error by not including a docket number within the case caption. Upon learning of the Prothonotary's mistake, Respondent's office had the issue corrected. Respondent did not want to risk having the sheriff's office execute service of Writ before the Prothonotary's clerical error was corrected. Following the correction, all service fees were paid. Respondent explained this situation to Ms. Secor via email dated June 27, 2023. It is undisputed that the Prothonotary did not correctly docket the Writ when it was originally submitted for filing.

128. **Admitted.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 127.

129. **Admitted.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 127.

130. **Admitted.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 127.

131. **Admitted.** By way of further response, in Respondent's experience, it is not uncommon for the sheriff's office to need additional time to effectuate service.

132. **Admitted.**

133. **Admitted.**

134. **Admitted.**

135. **Admitted.** Respondent apologizes for and is remorseful for not contacting Ms. Secor on July 25, 2023.

136. **Admitted.**

137. **Admitted.** By way of further answer, Respondent explained that Ms. Secor could not call the Old Republic attorney because she is represented by counsel. Respondent again asked

Ms. Secor if she wanted Respondent to continue as counsel, and to let Respondent know if she wanted to move in a different direction. Ms. Secor in her email response did not even address Respondent's offer and request.

138. **Admitted.** To the extent Respondent caused Ms. Secor any confusion, Respondent apologizes and is remorseful.

139. **Admitted.**

140. **Admitted.**

141. **Admitted.**

142. **Admitted.**

a. **Admitted.** By way of further response, Ms. Secor's reported "concern" was not meritorious. Early on, Respondent arranged for Alan Rosen to be the appraiser. Further, on June 27, 2023, Respondent provided Ms. Secor with contact information for three individuals to address the valuation. Ms. Secor responded 18 minutes later and confirmed that she had spoken to one of the individuals and that "he is providing [her] with the necessary information." Further, on May 19, 2023, Ms. Secor noted with respect to the property valuation, "we have gotten so many different amounts over the past few years." Thus, Ms. Secor knew that the property valuation was being addressed.

b. **Admitted.** By way of further response, on April 7, 2022, Respondent informed Ms. Secor that the retainer was exhausted. At the same time, however, he informed her that he "would work to ensure that the title company claim addresses whatever fees there are." Thus, the "balance due" was not to be paid.

c. **Admitted.**

d. **Admitted.**

143. **Admitted.** By way of further response, Ms. Secor was not billed beyond the retainer. Further, Respondent had previously informed Ms. Secor that he “would work to ensure that the title company/claim addresses whatever fees there are.”

144. **Admitted.** Respondent apologizes for and is remorseful for not sending the invoice or draft of the complaint. By way of further response, Respondent incorporates by reference herein his response to Paragraph 143.

145. **Admitted.** By way of further response, Respondent incorporates by reference herein his responses to Paragraphs 142 and 143.

146. **Admitted.** By way of further response, on or about April 7, 2022, Respondent sent Ms. Secor an invoice and/or accounting that revealed he exhausted her \$2,500 payment. Ms. Secor was not billed beyond her initial payment. Further, Respondent had previously informed Ms. Secor that he “would work to ensure that the title company/claim addresses whatever fees there are.”

147. **Admitted.**

148. **Admitted.** By way of further response, Respondent apologizes for and is remorseful for not sending the complaint. By way of explanation, and not by way of excuse, as of October 2023, Respondent remained hopeful that the matter would be resolved without protracted litigation.

149. **Admitted.**

150. **Admitted.** By way of further response, on October 23, 2023, Respondent emailed Ms. Secor and provided a detailed update. Therein, Respondent confirmed that “litigation has commenced and [the Secors’] interests are protected.” However, Respondent also confirmed that



he was continuing to pursue settlement without “protracted litigation.” By way of further response, Respondent incorporates by reference herein his response to Paragraph 148.

151. **Admitted.** By way of further response, Respondent also confirmed that he forwarded Attorney Sadowski documents that supported the Secors’ case and further that the “[title company] may require [them] to file a Complaint, and if [they do] we will do so....” Again, Respondent was working towards a resolution without needing to engage in protracted litigation. Ms. Secor responded on October 30, 2023 having noted, “[w]ell that is certainly good news!”

152. **Admitted.**

a. **Admitted.**

b. **Admitted.**

c. **Admitted.**

d. **Admitted.**

153. **Admitted.** By way of further response, in the email referenced herein, Respondent outlined his strategy going forward. Further, Respondent informed Ms. Secor that he is “available later in the day tomorrow, and all-day Thursday and Friday for a call to answer any questions and go over things in greater detail.” Ms. Secor did not respond to this invitation.

a. **Admitted in part; denied in part.** Respondent **admits** that he sent her a response on November 7, 2023. The response is a writing that speaks for itself. Respondent **denies** any characterization thereof. By way of further response, Respondent **denies** that he “acknowledged the delay” as alleged herein. To the contrary, Respondent stated “I completely understand that it has been a while,” evidencing that Respondent was sympathetic to the fact that Ms. Secor was

dealing with a lengthy process. By way of further response, Respondent incorporates by reference herein his response to Paragraph 153.

b. **Admitted.** By way of further response, Respondent incorporates by reference herein his response to Paragraph 153.

c. **Admitted.** By way of further response, Ms. Secor was not billed beyond the retainer. By way of further response, Respondent incorporates by reference herein his response to Paragraph 153.

d. **Admitted in part; denied in part.** Respondent **admits** that he sent her a response on November 7, 2023. The response is a writing that speaks for itself. Respondent **denies** any characterization thereof. Respondent **denies** that he “noted that [he was] aware [he] had to get a valuation” as alleged. To the contrary, Respondent noted “I am also aware that we have to get the valuation that we need. All of this is happening simultaneously.” Further, on June 27, 2023, Ms. Secor confirmed that she received contact information for the three individuals that Respondent suggested for the valuation and moreover, that she contacted and spoke with one of the individuals, thanking Respondent for the contact. Further, Ms. Secor stated at the time that the person she spoke with “is providing [her] with the necessary information.” Alternatively, as stated in his April 7, 2022 email, Respondent planned to use Alan Rosen for the valuation if Ms. Secor did not directly obtain it. By way of further response, Respondent incorporates by reference herein his response to Paragraph 153.

e. **Admitted.** By way of further answer, the matter was, in fact resolved in full shortly after the end of January. By March 2024, the parties had filed a notice that the case was settled, discontinued and ended.

154. **Admitted.**

155. **Admitted.** By way of further response, Respondent had previously advised Ms. Secor that, if the title company required it, a complaint would be filed. As of November 13, 2023, the title company did not confirm that it required a complaint to be filed and hence, no complaint was filed.

156. **Admitted.** Respondent apologizes for and is remorseful for not following up with Ms. Secor as alleged herein. By way of explanation and not excuse, the Respondent left for vacation the following week.

157. **Admitted.** By way explanation, and not by way of excuse, Respondent was on vacation from November 15, 2023, through December 1, 2023. Further, Respondent previously referred Ms. Secor to Tom Leighton of CA Leighton Company for her to get a valuation and further, Ms. Secor confirmed that she spoke with Mr. Leighton and that “he is providing [her] with the necessary information.” Respondent acknowledges that he did, at some point, advise Ms. Secor that he could assist her with getting the valuation. However, Respondent is unsure why there was an apparent breakdown in communications between Ms. Secor and Mr. Leighton.

158. **Admitted in part; denied in part.** Respondent **admits** that he and Ms. Secor discussed the complaint on the date alleged herein. Respondent **denies** that he “told Ms. Secor that she would receive the complaint that day.”

159. **Denied.** Respondent acknowledges that he did not send Ms. Secor a copy of the complaint on December 4, 2023. However, Respondent has no recollection of telling her that he

would send her the complaint on that day. Accordingly, Respondent **denies** that he “failed to send the complaint that day.” By way of further response, Respondent incorporates by reference herein his response to Paragraph 158.

160. **Admitted.**

161. **Admitted.**

162. **Admitted.**

163. **Admitted.**

164. **Admitted.**

165. **Admitted.**

166. **Denied.** On April 7, 2022, Respondent provided Ms. Secor with an invoice detailing work performed. As of that date, the fees Respondent earned exceeded the funds Ms. Secor had previously paid. However, Respondent informed Ms. Secor that the balance need not be paid because he “would work to ensure that the title company/claim addresses whatever fees there are.” By way of further response, on November 8, 2023, the fee issue was discussed and Respondent confirmed that he planned “on seeking the fees back and any overcharges.” Further, as shown in Ms. Secor’s November 8, 2023, email, she acknowledged that “Dave brought up the point that in 2021 [Respondent] stated the money for [his] fees would be paid by the insurance company and [the Secors] would get [their] \$2,500 back.” Thus, during the pendency of the representation, Ms. Secor was always aware that Respondent would seek to recover his fees, including the retainer, from the insurance company.

167. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.

- a. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.
- b. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.
- c. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.
- d. **Denied.** The averments contained in this Paragraph constitute conclusions of law to which no response is required. Accordingly, the averments are **denied**.

**WHEREFORE**, Respondent prays that your Honorable Board appoint, pursuant to Rule 205, Pa. R.D.E., a hearing committee to hear testimony and receive evidence in support of the foregoing responses and upon completion of said hearing to make such findings of fact and conclusions of law such that all charges be dismissed.

Respectfully submitted,

STEVENS & LEE

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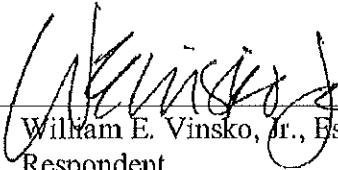
**BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 75 DB 2024
Petitioner	:	
	:	
	:	Attorney Registration No. 87739
v.	:	
	:	
WILLIAM E. VINSKO, JR.,	:	
Respondent	:	(Luzerne County)

**VERIFICATION**

I verify that the statements made in the foregoing Response to Petition for Discipline are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Dated: 8/29/2024

By:   
William E. Vinsko, Jr., Esquire,  
Respondent

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

STEVENS & LEE

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**BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 75 DB 2024
Petitioner	:	
	:	
	:	Attorney Registration No. 87739
v.	:	
	:	
WILLIAM E. VINSKO, JR.,	:	
Respondent	:	(Luzerne County)

**CERTIFICATE OF SERVICE**

I hereby certify that on September 6, 2024, I caused a copy of the foregoing Response to Petition for Discipline to be served by FedEx and email upon the following:

Marcee Sloan  
Board Prothonotary  
Disciplinary Board of the Supreme Court of Pennsylvania  
Pennsylvania Judicial Center  
601 Commonwealth Avenue, Suite 5600  
P.O. Box 62625  
Harrisburg, PA 17106-2625  
[Marcee.Sloan@pacourts.us](mailto:Marcee.Sloan@pacourts.us); [PaDBoardFilings@pacourts.us](mailto:PaDBoardFilings@pacourts.us)

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STEVENS & LEE

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