

BEFORE THE DISCIPLINARY BOARD OF  
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	<u>75</u> DB 2024
Petitioner	:	
	:	
v.	:	
	:	
WILLIAM E. VINSKO, JR.,	:	Atty Reg. No. 87739
Respondent	:	
	:	(Luzerne County)

## PETITION FOR DISCIPLINE

Petitioner, Office of Disciplinary Counsel by Thomas J. Farrell, Esquire, Chief Disciplinary Counsel, and by Jessica L. Chapman, Esquire, Disciplinary Counsel, files the within Petition for Discipline and charges Respondent, WILLIAM E. VINSKO, JR., with professional misconduct in violation of the Rules of Professional Conduct (RPC), as follows:

1. Petitioner, whose principal office is located at the Pennsylvania Judicial Center, 601 Commonwealth Avenue, Suite 2700, P.O. Box 62625, Harrisburg, PA 17106-2625, is invested pursuant to Pa.R.D.E. 207, with the power and duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of the Rules of Disciplinary Enforcement.

FILED  
07/23/2024  
The Disciplinary Board of the  
Supreme Court of Pennsylvania

2. Respondent, William E. Vinsko, Jr., was born on January 17, 1975, and was admitted to practice law in the Commonwealth of Pennsylvania on November 7, 2001.

3. Respondent's registered address is 37 N. River Street, Wilkes Barre, PA 18702.

4. Pursuant to Pa.R.D.E. 201(a)(1), Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

**CHARGE I**  
**ROCHE**

5. On December 14, 2017, Edward P. Roche ("Father") passed away intestate.

6. Father was survived by his four children – Edward D. Roche, Robert Roche, James Roche, and Cheryl Roche Cupp.

7. In or about October 2018, James Roche retained Respondent's law firm to open his father's estate ("the Roche Estate") and have himself appointed as administrator.

8. Initially, Constance Catherine Mihalick, Esquire, handled the Roche Estate.

9. On or about November 27, 2018, Attorney Mihalick petitioned for a Grant of Letters with the Register of Wills of Luzerne County, which was

granted the same day.

10. On or about September 2019, Attorney Mihalick left her employment with Respondent's office.

11. Thereafter, Respondent became the main attorney in charge of the Roche Estate.

12. Edward D. Roche's wife, Alice W. Roche, called Respondent in April and July 2020 to request an update on the administration of the Roche Estate.

13. Respondent failed to respond or return her calls.

14. On July 25, 2020, Edward D. Roche passed away.

15. In or about July 2020, Ms. Roche hired Michael John Giangrieco, Esquire, to open an estate for her late husband.

16. On or about July 30, 2020, Attorney Giangrieco sent Respondent a letter requesting an update on the status of the administration of the Roche Estate within 10 days of receipt of the letter.

17. Respondent failed to respond.

18. Thereafter, Ms. Roche, Robert Roche, and Cheryl Roche Cupp retained Thomas A. O'Connor, Esquire, and Thomas Patrick Hogan, Esquire.

19. On November 20, 2020, Attorney O'Connor sent Respondent a

letter in which he:

- a. informed Respondent that he had been retained on behalf of Ms. Roche, Robert Roche, and Cheryl Roche Cupp;
- b. inquired as to the status of the Roche Estate; and
- c. requested certain information regarding the Roche Estate.

20. Respondent promised to provide the information requested on two occasions – via letter dated November 23, 2020 and e-mail dated December 4, 2020 – but failed to do so.

21. On January 25, 2021, Attorneys Hogan and O'Connor filed a Petition to Compel and Accounting by the Administrator.

22. On February 5, 2021, Respondent filed an answer to the Petition to Compel and Accounting by the Administrator.

23. On February 16, 2021, the Honorable Richard M. Hughes, III, issued a Rule Returnable.

24. On April 27, 2021, following a hearing, Judge Hughes entered an Order directing:

- a. that Respondent file an informal accounting by May 31, 2021;  
and
- b. if no resolution could be reached, that Respondent file a formal accounting by June 30, 2021.



25. Respondent failed to file an informal accounting by May 31, 2021, as directed by the April 27, 2021 Order.

26. On June 30, 2021, Respondent filed the First and Final Account of the Estate of Edward Roche.

27. On February 1, 2022, Attorney Hogan sent Respondent an e-mail in an effort to finalize the Roche Estate.

28. On March 16, 2022, Respondent sent an e-mail to Attorney O'Connor in which he:

- a. attached the Family Settlement Agreement with Final Accounting;
- b. attached the Crypt Transfer Agreement signed by James Roche;
- c. stated that Respondent had retained "\$1,000 and minor interest" to ensure that there were no remaining costs; and
- d. stated that once the remaining siblings signed the Family Settlement Agreement, Respondent would hand deliver the checks and the original Crypt Title Transfer Agreement.

29. Via e-mail to Respondent dated March 17, 2022, Attorney Hogan:

- a. informed Respondent that the decedent's date of death was

incorrect;

b. informed Respondent that the name of one of the heirs was incorrect; and

c. asked when they could expect a release of the \$1,000.

30. Respondent responded the same day stating that he would make the corrections immediately and resend and that the \$1,000 would be released once the Family Settlement Agreement was signed.

31. Respondent failed to make and resend the corrections.

32. Via e-mail to Respondent dated March 24, 2022, Attorney Hogan noted that they were waiting on Respondent's corrections.

33. Respondent failed to respond.

34. Via e-mail to Respondent dated April 4, 2022, Attorney Hogan informed Respondent that he made the changes himself, told Respondent exactly what those changes were, and asked him to approve it as it had Respondent's firm's name on it.

35. Respondent responded the same day stating that he would take a look and get back to Attorney Hogan in the morning.

36. Respondent failed to get back to Attorney Hogan.

37. Via e-mail to Respondent dated April 7, 2022, Attorney Hogan asked if Respondent had a chance to review the revisions.

38. Respondent failed to respond.

39. Via e-mail to Respondent dated April 13, 2022, Attorney Hogan asked if the Roche Estate could get closed that week.

40. Respondent failed to respond.

41. Via e-mail to Respondent dated April 19, 2022, Attorney Hogan again asked if the Roche Estate could get closed that week.

42. Respondent failed to respond.

43. Via e-mail to Respondent dated April 25, 2022, Attorney Hogan noted that he was getting tremendous push from his clients and asked that Respondent provide a tentative date to have the Roche Estate wrapped up.

44. Respondent failed to respond.

45. On May 2, 2022, Ms. Roche sent Respondent a Facebook message noting they had yet to receive the corrected documents from Respondent.

46. Via e-mail that same day, Respondent stated to Attorney Hogan that:

- a. Respondent was under the impression that Attorney Hogan had made the necessary changes;
- b. Ms. Roche was contacting Respondent via Facebook; and
- c. Respondent had the checks and could close the Roche Estate.

47. The next day, Attorney Hogan replied via e-mail stating that his concern was that the documents were under Respondent's firm's name and that was why he continued to ask for Respondent's approval for the past few weeks.

48. Attorney Hogan sent another e-mail that same day asking if Respondent could release Cheryl's check as she had already signed the agreement with the initial errors.

49. Respondent failed to respond.

50. Via e-mail to Respondent dated May 10, 2022, Attorney Hogan:

- a. stated that he heard Respondent's client had received his check from the Roche Estate;
- b. stated that he wanted to get the estate done that week;
- c. noted that he had given Respondent the draft but still needed his consent to forward to Attorney Hogan's clients; and
- d. asked that Respondent contact Attorney Hogan that day.

51. Respondent failed to respond.

52. Via e-mail to Respondent dated June 1, 2022, Attorney Hogan asked if Respondent could talk the following day to resolve the matter.

53. Respondent responded the same day stating that Attorney Hogan could call Respondent's cell phone and that Respondent could deliver



the checks at Attorney Hogan's convenience.

54. On June 2, 2022, Attorney Hogan called Respondent and they spoke over the phone.

55. Via e-mail to Respondent dated June 2, 2022, Attorney Hogan stated that, as discussed over the phone, he would send the revised accounting to his clients, attached Cheryl Roche Cupp's signature, and asked that Respondent release Cheryl's check and the signed transfer of the Crypt paperwork.

56. Respondent failed to respond or release Cheryl Roche Cupp's check.

57. Via e-mail to Respondent dated June 13, 2022, Attorney Hogan noted that he had all three signatures, stated that he could drop them off the following day, and asked that Respondent have the checks and Crypt paperwork available for pick up.

58. Via e-mail to Respondent dated June 15, 2022, Attorney Hogan informed Respondent that the name on one of the checks was incorrect and asked that Respondent have his client correct it immediately.

59. Respondent responded the same day stating that he would address it right now.

60. Respondent failed to ensure the name on the check was

corrected and re-issued.

61. Via e-mail to Respondent dated June 22, 2022, Attorney Hogan asked for an update on the corrected check.

62. Respondent failed to respond.

63. Via e-mail to Respondent dated July 5, 2022, Attorney Hogan again requested an update on the corrected check.

64. Respondent failed to respond.

65. Via e-mail to Respondent dated August 4, 2022, Attorney Hogan asked for an update regarding the corrected check and explained it was causing delays for Ms. Roche in the estate of her late husband.

66. Respondent failed to respond.

67. On or about August 8, 2022, Attorney Hogan filed a Motion for Sanctions and Surcharge Against Administrator.

68. On or about August 9, 2022, the Honorable Tarah C. Toohil issued a Rule Returnable scheduled for October 19, 2022.

69. On or about August 19, 2022, Respondent sent interrogatories and requests for production of documents to Attorney Hogan.

70. On or about August 19, 2022, Respondent also sent Attorney Hogan the corrected check.

71. On or about September 2, 2022, Attorney Hogan filed a Praecipe

to Withdraw the Motion for Sanctions.

72. On or about December 28, 2022, Attorney Hogan received the checks with the final payment.

73. Two of the checks were dated September 2022 and one was dated November 2022.

74. By his conduct alleged in paragraphs 5 through 73 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.1, which states that “[a] lawyer shall provide competent representation to a client.”
- b. RPC 1.3, which provides that “[a] lawyer shall act with reasonable diligence and promptness in representing a client.”
- c. RPC 1.4(a)(3), which provides that “[a] lawyer shall . . . keep the client reasonably informed about the status of the matter.”
- d. RPC 1.4(a)(4), which provides that “[a] lawyer shall . . . promptly comply with reasonable requests for information.”
- e. RPC 1.15(e), which states that “a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third

person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property.”

**CHARGE II**  
**SECOR**

75. On November 20, 2021, Mary and David Secor retained Respondent in connection with a vacant parcel of land they owned, located at Birch Street, Harvey’s Lake Borough in Luzerne County.

76. That same day, Ms. Secor signed a fee agreement and paid Respondent a \$2,500 retainer via credit card.

77. On March 21, 2022, Respondent provided notice of a claim to First American Title Insurance (“First American”).

78. Via e-mail dated April 7, 2022, Respondent provided Ms. Secor with an update.

79. Via e-mail dated April 12, 2022, Respondent notified Ms. Secor that First American acknowledged his filing.

80. Via e-mail dated July 5, 2022, Respondent notified Ms. Secor that First American responded, stating they had assigned an investigator.

81. In that e-mail, Respondent stated that he would “likely have closure to this shortly.”



82. On July 12, 2022, Ms. Secor asked Respondent whether she had to hire an appraiser.

83. Respondent failed to respond.

84. Via e-mail dated October 7, 2022, Respondent stated to Ms. Secor that he “didn’t forget [her] and [would] have a status report to [her] by Monday.”

85. Respondent failed to provide a status report by the date indicated.

86. Via e-mail to Respondent dated October 31, 2022, Ms. Secor asked for a status update.

87. Respondent failed to respond.

88. Via e-mail to Respondent dated November 28, 2022, Ms. Secor asked for a status update.

89. Respondent responded the same day stating that he was close to a resolution and, if First American did not accept responsibility, he would file a Writ of Summons.

90. In his response, Respondent also stated that he would have an outline to Ms. Secor by the end of the week.

91. Respondent failed to file a Writ of Summons.

92. Respondent failed to provide Ms. Secor with the outline.

93. Via e-mail to Respondent dated January 3, 2023, Ms. Secor asked whether Respondent had filed a Writ of Summons.

94. Respondent failed to respond.

95. Via e-mail to Respondent dated January 30, 2023, Ms. Secor asked whether Respondent filed a Writ of Summons and asked that he send the outline mentioned in his November 28, 2022 e-mail.

96. That same day, Respondent stated that he would send the outline, send her an additional outline detailing next steps, and report back to her later that day.

97. Respondent failed to respond to Ms. Secor's question regarding the filing of a Writ of Summons.

98. Respondent failed to send Ms. Secor an outline as indicated in his e-mail.

99. Via e-mail to Respondent dated March 28, 2023, Ms. Secor again requested a status update and stated that she was available to meet to "see and review the outline [Respondent] emailed about in November."

100. Via e-mail to Respondent dated April 6, 2023, Respondent asked Ms. Secor whether she was "available Monday or Tuesday for a status call to finalize the matters."

101. Respondent was aware that the matter was not close to being

finalized.

102. The next day, Ms. Secor responded stating that either day was fine.

103. Respondent failed to respond.

104. Thereafter, Ms. Secor attempted to call Respondent's office several times.

105. Respondent failed to acknowledge Ms. Secor's communication and did not return her calls.

106. On April 14, 2023, Ms. Secor sent Respondent a letter in which she:

- a. expressed frustration with the lack of progress on her matter;
- b. stated that she had made several calls to Respondent's office which had gone unreturned;
- c. noted that she had been unable to speak on the phone with Respondent since April 2022;
- d. stated that she had requested an appointment to meet with Respondent and the receptionist told her it was not possible; and
- e. asked for a status update on her matter.

107. Via e-mail dated May 15, 2023, Respondent stated to Ms. Secor

that he “wanted to schedule a status call as to how [they were] going to wrap up this matter this week.”

108. On May 18, 2023, Respondent spoke with Ms. Secor over the phone.

109. During this call, Respondent stated to Ms. Secor that he had filed or that he would file a Writ of Summons.

110. Via e-mail dated that same day, Respondent stated to Ms. Secor that he would be in touch and provide her with a detailed outline as promised.

111. Respondent failed to provide her with an outline.

112. Respondent failed to file a Writ of Summons.

113. Via e-mail to Respondent dated May 22, 2023, Ms. Secor stated that she checked with the Luzerne County courthouse and a Writ of Summons had not been filed and asked Respondent whether there was a problem.

114. Respondent responded via e-mail the same day and stated, “It will show up today or tomorrow on the site. I will also send you a copy. No problem.”

115. This statement was untrue because Respondent had not filed a Writ of Summons.

116. Respondent failed to provide Ms. Secor with a copy of a Writ of



Summons.

117. Via e-mail to Respondent dated May 25, 2023, Ms. Secor stated that she spoke with the Luzerne County Prothonotary and there was no Writ of Summons on file and asked Respondent if there was a problem filing it.

118. Respondent replied that same day stating, "Not at all. I will email you copies shortly."

119. This statement was untrue because Respondent had not filed a Writ of Summons.

120. Via e-mail dated May 25, 2023, Respondent forwarded to Ms. Secor a draft Writ of Summons, to be filed.

121. In that same e-mail, Respondent stated that his staff was doing a "bringdown" on the property to ensure there were no title changes and again assured Ms. Secor a Writ of Summons would be filed and she would receive the timestamped copy shortly.

122. Respondent thereafter failed to file a Writ of Summons or provide Ms. Secor with the timestamped Writ of Summons as he previously stated he would do.

123. Via e-mail to Respondent dated June 1, 2023, Ms. Secor asked whether the "bringdown" was complete and when Respondent would be filing a Writ of Summons.

124. Respondent replied the same day stating that the “bringdown” was completed the previous day, a Writ would be filed that day, and copies would be sent to her later that day.

125. Respondent failed to file a Writ of Summons that day.

126. Respondent failed to provide Ms. Secor with a timestamped Writ of Summons on June 1, 2023, as promised.

127. Via e-mail dated June 5, 2023, Respondent sent Ms. Secor a timestamped Writ of Summons and stated that he would be sending it out for service that week.

128. Via e-mail to Respondent dated June 27, 2023, Ms. Secor stated that she spoke to the Sherriff’s Office and they had not received the necessary paperwork and fees to serve the Writ of Summons.

129. In Respondent’s reply e-mail that same day, he stated to Ms. Secor that he sent the fee to the Sheriff’s Office and was going to the Sherriff to confirm.

130. In a subsequent e-mail that same day Respondent forwarded to Ms. Secor a corrected Writ of Summons because the Prothonotary had not put the docket number where it should have been.

131. Via e-mail dated June 30, 2023, Respondent’s office informed Ms. Secor that the Sherriff’s Office needed more time to perfect service and

he would be filing a Praecipe to Reissue a Writ of Summons.

132. Via e-mail dated that same day, Respondent assured Ms. Secor that the “timeline for the complaint copy remain[ed] the same – by the end of next week” and he would be in contact before then.

133. Via e-mail to Respondent dated July 24, 2023, Ms. Secor asked for an update to stay in the loop.

134. Respondent promptly responded stating that things had been progressing and she would hear from him that day or the next morning.

135. Respondent failed to contact Ms. Secor July 24, 2023 or July 25, 2023.

136. Via e-mail to Respondent dated August 2, 2023, Ms. Secor noted that she had not received any update from Respondent on July 24 or 25, 2023.

137. Respondent replied that same day stating that he was waiting on confirmation that certain information was submitted to the insurance company, and he would follow up and get back to her.

138. On August 3, 2023, Ms. Secor replied stating that she would get confused when Respondent stated that he would update her but then he failed to do so and she had to contact him a week later for an update.

139. Respondent replied that same day saying he was staying on top

of it.

140. Via e-mail dated August 8, 2023, Respondent notified Ms. Secor that an attorney for Old Republic Title Insurance had called and would be the point of contact going forward.

141. Via letter dated September 15, 2023, Respondent stated to Ms. Secor that after leaving several messages for the insurance company's attorney he would not be waiting on her any longer and would have a draft of the Complaint ready for Ms. Secor's approval and submission on or before the following Wednesday.

142. Via e-mail to Respondent dated September 17, 2023, Ms. Secor:

- a. expressed concern that Respondent had not addressed the value of the property, and she was worried she would owe Respondent more than the property was worth;
- b. noted she had not received monthly invoices showing how much was left of her retainer;
- c. stated that Respondent's secretary told her she had to talk to the billing department; and
- d. asked for the billing department's phone number.

143. Respondent replied to Ms. Secor the same day, stating he would send her an invoice that week.



144. Respondent failed to send to Ms. Secor an invoice or a draft of the Complaint.

145. On September 29, 2023, Ms. Secor sent an e-mail to Respondent, noting that she had not received the invoice or a follow up from the realtor, as promised.

146. Respondent failed to provide Ms. Secor with an invoice or an accounting of her client funds, as she requested and as he stated he would do.

147. Via e-mail to Ms. Secor dated October 2, 2023, Respondent stated that he had been playing phone tag with the insurance company's attorney and, that if he did not have a meaningful conversation with the insurance company's attorney, he would send the Complaint to Ms. Secor in the next few days.

148. Respondent failed to send the Complaint to Ms. Secor.

149. Via e-mail dated October 20, 2023, Respondent stated to Ms. Secor that the insurance company's attorney had been very unresponsive, he would be in touch with Ms. Secor that day, and he would send the Complaint by the end of the day.

150. Respondent failed to send the Complaint by the end of the day.

151. Via e-mail dated October 30, 2023, Respondent updated Ms.

Secor on his conversation with the insurance company's attorney and told Ms. Secor that he would follow up with her by mid-next week.

152. Via e-mail to Respondent dated November 7, 2023, Ms. Secor:

- a. expressed her frustration with the lack of resolution to her matter;
- b. noted that she had asked for the property value several times and had not received any information;
- c. stated that she had requested an updated bill because she was unsure whether she could cover Respondent's bill; and
- d. asked for an update on a potential timeline.

153. Respondent replied to Ms. Secor that same day and:

- a. acknowledged the delay;
- b. stated that he was only giving the insurance company's attorney one week and would be sending out the Complaint;
- c. stated that he would be sending Ms. Secor an invoice;
- d. noted that he was aware he had to get a valuation; and
- e. gave Ms. Secor a time frame of end of January 2024 to have her matter resolved.

154. Via e-mail to Respondent dated November 13, 2023, Ms. Secor asked Respondent if he had filed the Complaint.

155. In his response the same day, Respondent stated that he had not filed the Complaint, was following up with counsel tomorrow, and that Ms. Secor could expect to hear from him that week.

156. Respondent failed to follow up with Ms. Secor that week.

157. Via e-mail to Respondent dated November 27, 2023, Ms. Secor noted that they had not heard from Respondent, received anything, learned of the value of the lot, or received an invoice.

158. During a call on December 4, 2023, Respondent told Ms. Secor that she would receive the Complaint that day.

159. Respondent failed to send the Complaint that day.

160. Via e-mail to Respondent dated December 5, 2023, Ms. Secor advised that she did not receive the Complaint.

161. Respondent replied to Ms. Secor the same day and assured Ms. Secor that he did not forget about her and that he would get the Complaint over to her shortly.

162. Via e-mail to Respondent dated December 8, 2023, Ms. Secor expressed frustration with Respondent, stating, in part, "This I'll get it to you short[ly] is not an acceptable answer anymore."

163. Via e-mail dated December 11, 2023, Respondent sent Ms. Secor a draft of the Complaint and exhibits.

164. Ms. Secor responded the next day stating that everything in the Complaint was correct.

165. On December 13, 2023, Respondent filed the Complaint.

166. Respondent failed to provide Ms. Secor with an invoice or an accounting of her client funds, as she requested and as he promised in September and November 2023.

167. By his conduct alleged in paragraphs 75 through 166 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.1, which states that “[a] lawyer shall provide competent representation to a client.”
- b. RPC 1.3, which provides that “[a] lawyer shall act with reasonable diligence and promptness in representing a client.”
- c. RPC 1.4(a)(3), which provides that “[a] lawyer shall . . . keep the client reasonably informed about the status of the matter.”
- d. RPC 1.4(a)(4), which provides that “[a] lawyer shall . . . promptly comply with reasonable requests for information.”

WHEREFORE, Petitioner prays that your Honorable Board appoint, pursuant to Pa.R.D.E. 205, a Hearing Committee to hear testimony and



receive evidence in support of the foregoing charges and upon completion of said hearing to make such findings of fact, conclusions of law, and recommendations for disciplinary action as it may deem appropriate.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

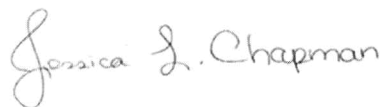
Thomas J. Farrell, Esquire  
Chief Disciplinary Counsel

By: Jessica L. Chapman

Jessica L. Chapman, Esquire  
Disciplinary Counsel, District III  
Attorney Registration No. 323038  
Pennsylvania Judicial Center  
601 Commonwealth Avenue, Suite 5800  
P.O. Box 62675  
Harrisburg, PA 17106

### VERIFICATION

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

A handwritten signature in cursive script that reads "Jessica L. Chapman".

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Jessica L. Chapman, Esquire  
Disciplinary Counsel, District III

**CERTIFICATE OF COMPLIANCE**

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

Submitted by: Office of Disciplinary Counsel

Signature: Jessica L. Chapman

Name: Jessica L. Chapman, Disciplinary Counsel

Attorney No.: 323038