BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	
	:	No. 17 DB 2023
v.	:	
	:	Atty. Reg. No. 63600
ROBERT SCOTT CLEWELL, Respondent	:	(Philadelphia)

PETITION FOR DISCIPLINE

NOTICE TO PLEAD

To: Robert Scott Clewell, Esquire

Rule 208(b)(3) of the Pennsylvania Rules of Disciplinary Enforcement provides: Within twenty (20) days of the service of a petition for discipline, the respondent-attorney shall serve an answer upon Disciplinary Counsel and file the original thereof with the Disciplinary Board. Any factual allegation that is not timely answered shall be deemed admitted.

Rule 208(b)(4) provides: Following the service of the answer, if there are any issues raised by the pleadings or if the respondent-attorney requests the opportunity to be heard in mitigation, the matter shall be assigned to a hearing committee or a special master. No evidence with respect to factual allegations of the complaint that have been deemed or expressly admitted may be presented at any hearing on the matter, absent good cause shown.

* * * * * * * * *

A copy of your answer should be served upon Disciplinary Counsel at the District I Office of Disciplinary Counsel, 1601 Market Street, Suite 3320, Philadelphia, PA 19103, and the original and one conformed copy filed with the Disciplinary Board Executive Office, Pennsylvania Judicial Center, 601 Commonwealth Avenue, Ste. 5600, PO Box 62625, Harrisburg, PA 17106-2625 [Disciplinary Board Rule §89.3(a)(1)] or electronically by accessing the electronic filing system available on the Disciplinary Board website.

Further, pursuant to Disciplinary Board Rule §85.13, your answer, if it contains an averment of fact not appearing of record or a denial of fact, shall contain or be accompanied by a verified-statement signed by you that the averment or denial is true based upon your personal knowledge or information and belief.

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PETITION FOR DISCIPLINE

Petitioner, Office of Disciplinary Counsel, by Thomas J. Farrell, Esquire, Chief Disciplinary Counsel, and by Jeffrey M. Krulik, Esquire, Disciplinary Counsel, files the within Petition for Discipline and charges Respondent, Robert Scott Clewell, Esquire, with professional misconduct in violation of the Rules of Professional Conduct as follows:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, Pennsylvania, is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement (hereinafter "Pa.R.D.E."), 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 said Rules of Disciplinary Enforcement.

2. Respondent, Robert Scott Clewell, Esquire, was born in 1965, and was admitted to practice law in the Commonwealth on December 6, 1991. He maintains his office at Clewell Law Firm, 1617 John F. Kennedy Boulevard, Suite 1140, Philadelphia, PA 19103, and is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

CHARGE I: THE TEC ELECTRIC MATTER

3. On September 8, 2015, TEC Electrical Contracting, Inc. ("TEC") filed a Mechanic's Lien Claim in the Court of Common Pleas for Montgomery County, PA, in a case captioned TEC Electrical Contracting, Inc. v. 1133 Black Rock Road LLC *et al.*, No. 2015-24536 ("CRD Case").

4. In the Mechanic's Lien Claim in the CRD Case, TEC asserted that the amount due and unpaid was $489,487.47.

5. By email dated October 26, 2016, Respondent:

a. informed TEC that he had conducted a "cursory review" of "two pending mechanic's lien litigation cases" in which TEC was involved;

b. set forth his proposed "strategy" for the cases; and

c. provided TEC with a "Flat Fee Pricing Proposal," setting forth three possible options for representing TEC.

6. In October 2016, Respondent did not have professional liability insurance.

7. Respondent did not acquire professional liability insurance until some point after June 2, 2019.

8. Respondent failed to inform TEC that he did not have professional liability insurance.

9. On or about November 1, 2016, TEC retained Respondent on a flat fee basis for representation in multiple matters.

10. Shortly after TEC retained Respondent, the terms of the agreement were expanded to include representation in the CRD Case.

11. On December 20, 2016:

a. Respondent entered his appearance as TEC's counsel in the CRD Case; and

b. TEC's prior counsel withdrew from the CRD Case.

12. On September 11, 2017, the defendants in the CRD Case filed a Motion of 1133 Black Road, LLC, C. Raymond Davis and Sons, and Liberty Mutual Insurance to Strike Mechanics' Lien and Release of Lien Discharge Bond ("First Motion to Strike Mechanic's Lien").

13. On October 16, 2017, Respondent filed a response to the First Motion to Strike Mechanic's Lien in the CRD Case.

14. By Order dated January 26, 2018, and filed on January 29, 2018, the trial court in the CRD Case scheduled argument for February 5, 2018, with respect to the First Motion to Strike the Mechanic's Lien.

15. On February 5, 2018, the trial court held a hearing in the CRD Case with respect to the First Motion to Strike Mechanic's Lien.

16. On February 12, 2018, Respondent filed a Petition to Withdraw as Counsel for TEC Electrical Contracting, Inc. in the CRD Case, claiming, inter alia, that TEC had failed to make payments toward his fee and that he had a "strained relationship" with his client.

17. By Order dated March 5, 2018, and filed on March 8, 2018, the trial court denied the First Motion to Strike Mechanic's Lien in the CRD Case.

18. By Order dated March 20, 2018, and filed on March 22, 2018, the trial court struck Respondent's Petition to Withdraw as Counsel in the CRD Case, without prejudice, because the matter had appeared on the Rule Returnable List without a proper Certificate of Service having been entered.

19. Respondent did not file a new petition to withdraw as counsel in the CRD Case, and remained as TEC's counsel.

20. In an email dated May 14, 2018, addressed to Brian Turner and Angie Turner of TEC, Respondent set forth the status of the cases in which he represented TEC, including, inter alia:

a. in the CRD Case, he was scheduled to take a deposition the next week;

b. in a matter involving Penn Asian Senior Services ("Passi Matter"), Respondent would draft and serve a new "Notice of Intent";

c. the Notice of Intent in the Passi Matter needed to be filed by June 30, 2018, and Respondent expected to have it "sent off by the end of th[e] week."

21. In Respondent's May 14, 2018 email, he also set forth the terms under which he would continue to represent TEC in the CRD Case and the Passi Matter, including:

a. he would agree to represent TEC "to the completion of [the] CRD matter for a flat-rate fee of $3,200," which would include "all representation up to this point, and all

future representation through to either settlement or judgment";

b. the flat fee for the CRD Case would be "due now, but there [would] be no additional invoices or billings" and TEC would be "paid in full";

c. he would agree to represent TEC in the Passi Matter for a flat fee of $850.00, which would "include representation up to and including the filing [of] the actual Mechanic's Lien";

d. if he needed to file a complaint to foreclose on the lien in the Passi Matter, he would "need to provide a proposal on an additional flat fee"; and

e. if he were retained to provide representation in both cases, he would reduce the "full flat fee to a total of $3,750, which is due up front."

22. During an exchange of additional emails on May 15 and 16, 2018, Brian and Angie Turner of TEC raised concerns about the progress of the CRD Case, and Angie Turner told Respondent that TEC would make a payment on the morning of a

scheduled deposition, so that TEC would "feel comfortable that this is moving forward."

23. In an email dated May 16, 2018, Respondent revised the terms for his continued representation of TEC to include:

a. TEC would pay Respondent $1,925.00, due the morning of a deposition scheduled for May 24, 2018;

b. TEC would make a second payment of $1,925.00, due upon receipt of an invoice to be sent on June 15, 2018; and

c. the "total flat-fee amount" would "cover the CRD case thru to its conclusion and anything involving the PASSI matter up to and including the filing of a ... mechanics lien claim."

24. TEC agreed to the terms Respondent set forth in his May 16, 2018 email.

25. No depositions were ever taken in the CRD Case, and TEC did not make the payments on the schedule provided.

26. As discussed, infra, TEC later paid Respondent his fee for representation in the CRD Case and the Passi Matter, and Respondent agreed to continue the representation.

27. On June 27, 2018, Brian Turner filed a Mechanic's Lien Claim on behalf of TEC against Penn Asian Senior Services

in the Passi Matter; the case was captioned TEC Electrical Contracting v. Penn Asian Senior, No. 1806M0012 ("Passi Case").

28. The Mechanic's Lien Claim Mr. Turner filed in the Passi Case was deficient in that:

a. the caption incorrectly identified the record owner of the property as "Penn Senior Asian," when the actual owner was "Penn Asian Senior Services"; and

b. it did not state when TEC had provided formal written notice of its intention to file a claim to the owner of the property.

29. On July 20, 2018, the defendants in the CRD Case:

a. filed a Motion of 1133 Black Road, LLC, C. Raymond Davis and Sons, Inc. and Liberty Mutual Insurance to Strike Mechanics' Lien and Release Lien Discharge Bond ("Second Motion to Strike Mechanic's Lien"); and

b. served a copy of the Second Motion to Strike Mechanic's Lien on Respondent.

30. Respondent received the Second Motion to Strike on July 20, 2018.

31. By email dated July 31, 2018, Angie Turner, inter alia:

a. told Respondent that TEC would be paying $500 toward its balance by Friday, August 3, 2018; and

b. told Respondent that TEC would still owe $2,150 and would pay that shortly.

32. By email to Ms. Turner, dated July 31, 2018, Respondent, inter alia, offered to send an invoice for the $500 payment.

33. By email dated August 2, 2018, Ms. Turner:

a. sought information from Respondent regarding the status of the CRD Case, including, inter alia, whether there were new dates for a deposition; and

b. told Respondent that she would be making a payment that day, but "need[ed] to see things moving."

34. On August 9, 2018, Penn Asian Senior Services filed preliminary objections in the Passi Case.

35. Respondent has provided a copy of an email which, according to him, he sent to Brian and Angie Turner of TEC, on August 28, 2018; in the email, Respondent:

a. wrote that he was "terminating representation [of TEC] in all legal matters effective immediately";

b. recommended that TEC seek out advice of new counsel;

c. noted that TEC would "lose important legal rights" if it did not meet certain deadlines; and

d. suggested that the "most immediate concern [was] the Passi matter, in which TEC could lose important legal rights if it "d[id] not file an answer or get an extension by August 30th, 2018."

36. Despite allegedly having sent TEC the letter terminating his representation, Respondent did not withdraw as TEC's counsel in the CRD Case.

37. On August 29, 2018, a Rule to Show Cause was issued in the CRD Case directing TEC to "show cause why [the defendants were] not entitled to the relief requested [in the Second Motion to Strike Mechanic's Lien] by filing an answer in the form of a written response at the Office of the Prothonotary on or before the 1st day of October 2018."

38. On August 30, 2018, counsel for the defendants in the CRD Case served the Rule to Show Cause on Respondent.

39. Respondent received the Rule to Show Cause on August 30, 2018.

40. By email dated September 11, 2018, Angie Turner asked Respondent to provide "the remainder of our agreed upon bill to ... close out the CRD and Passi cases."

41. By emails dated September 11 and 12, 2018, Respondent told Ms. Turner, inter alia, that:

a. he "agree[d] to proceed with representation on both cases [the CRD Case and the Passi Case] as long as [the bill was] paid";

b. he would send her an invoice for the balance due; and

c. the balance due was $1,950.00.

42. By email dated September 18, 2018, Respondent requested information about the Passi Case from Ms. Turner, and told her that he "would like to get caught up this week and mov[e] forward with both Passi and CRD."

43. By a text message dated September 19, 2018, Brian Turner of TEC:

a. asked Respondent to send him the balance he owed, and said he would pay it that day; and

b. told Respondent that he needed to "close out the CRD case."

44. By a text message dated September 19, 2018, Respondent:

a. informed Mr. Turner that he would "move forward as aggressively as possible on CRD";

b. asked Mr. Turner to let him know the status of the Passi Case, so that he would "know what I need to do with that case"; and

c. told Mr. Turner that he would send him the invoice and would "follow up with [him] by end of th[e] week."

45. On September 19, 2018, TEC paid Respondent the additional $1,950.00 for his representation in the CRD Case and the Passi Case; this was the total amount outstanding toward his "flat fee" for the cases.

46. Despite having agreed to provide representation in the Passi Case, Respondent never reviewed the Mechanic's Lien Claim Brian Turner had filed or filed anything on TEC's behalf in the case.

47. Respondent failed to file an answer to the Second Motion to Strike Mechanic's Lien in the CRD Case by the

October 1, 2018 due date or appear at a rule returnable hearing on that date.

48. By Order dated October 2, 2018, the trial court in the Passi Case sustained the defendant's Preliminary Objections, and struck TEC's mechanic's lien.

49. By Order dated October 3, 2018, and filed on October 10, 2018, the trial court in the CRD Case, having received no response to the Second Motion to Strike Mechanic's Lien:

a. struck TEC's Mechanic's Lien Claim;

b. released a Lien Discharge Bond; and

c. directed TEC to pay CRD attorney's fees in the amount of $1,000 incurred in presenting the motion.

50. On October 21, 2018, Respondent filed in the CRD Case a Motion of TEC Electrical Contracting, Inc., for Reconsideration and to Vacate and Open Judgment In Favor of 1133 Black Rock Road, LLC, C. Raymond Davis and Sons, Inc. and Liberty Mutual Insurance, Striking Mechanic's Lien and Release of Lien Discharge Bond ("Motion for Reconsideration").

51. In the Motion for Reconsideration, Respondent:

a. acknowledged that he had not "appeared at the hearing or filed a written answer by the rule returnable date of October 1, 2018";

b. acknowledged that he had received a copy of the Second Motion to Strike Mechanic's Lien from defendants' counsel on July 20, 2018;

c. told the court that, on August 28, 2018, he had notified TEC by email that he was terminating representation of TEC, that TEC should obtain replacement counsel for all pending legal matters, and that TEC would lose important rights if deadlines were missed;

d. acknowledged that, on August 30, 2018, he had received the notice of a Rule Returnable requiring a response by October 1, 2018, and claimed that he had intended to file a Petition to Withdraw as Counsel;

e. stated that he had never entered the Rule Returnable date on his calendar;

f. claimed that a representative of TEC, Angie Turner, was "responsible for monitoring deadlines and tasks associated with th[e] lawsuit";

g. advised the court that, on September 18, 2018, Ms. Turner had notified him that "she no

longer would have any responsibilities regarding TEC";

h. asserted that "[d]ue to the confusion," he had "missed the Rule Return date and did not file an answer or otherwise communicate with the Court or opposing Counsel";

i. suggested that having obtained a favorable ruling on the defendants' prior "identical [m]otion," TEC would have had an "excellent and compelling argument on the merits in defending the [instant motion to strike the mechanic's lien]"; and

j. asked the court to reconsider its ruling, open the judgment, and "reinstate the Mechanic's Lien Complaint and Lien Bond."

52. On November 6, 2018, the defendants in the CRD Case filed a response in opposition to Respondent's Motion for Reconsideration.

53. By Order dated November 19, 2018, and filed on November 20, 2018, the trial court in the CRD Case denied Respondent's Motion for Reconsideration.

54. The trial court's November 19, 2018 Order effectively ended the CRD Case in that court.

55. Brian Turner reviewed the docket for the CRD Case and discovered on his own that the trial court had denied the motion for reconsideration.

56. By a text message dated November 20, 2018, Mr. Turner told Respondent that he had heard that the trial court in the CRD Case had denied the Motion for Reconsideration.

57. Respondent failed to:

a. respond to Mr. Turner's text message;

b. explain to TEC the significance of this ruling; or

c. discuss possible additional steps with his client regarding the CRD Case.

58. Between February 20, 2019 and April 22, 2019, Mr. Turner sent Respondent fourteen emails seeking information regarding the status of TEC's cases.

59. Respondent failed to reply to Mr. Turner's emails.

60. Respondent failed to communicate with TEC again until TEC reached out to him in or about March 2020, at which time Respondent informed TEC that the CRD Case was over.

61. On September 29, 2020, TEC commenced a civil action against Respondent in the Court of Common Pleas for Philadelphia by filing a Praecipe to Issue Writ of Summons; the case was captioned TEC Electrical Contracting, Inc. v.

Robert S. Clewell, Esquire, and Clewell Law Firm, September Term 2020, No. 01785 ("Malpractice Case").

62. On August 18, 2021, TEC filed a Complaint in Civil Action in the Malpractice Case, alleging that Respondent and Clewell Law Firm had committed legal malpractice in the CRD Case by:

a. failing to file a written response to the Second Motion to Strike Mechanic's Lien by the deadline of October 1, 2018; and

b. failing to appear at the Rule Returnable hearing on October 1, 2018.

63. On September 17, 2021, Respondent filed, through counsel, Defendants' Answer and New Matter to Plaintiff TEC Electrical Contracting, Inc.'s Complaint ("Malpractice Answer").

64. Respondent signed a Verification, filed with the Malpractice Answer, in which he represented that he:

a. had "read the foregoing Answer and New Matter and the averments of fact made therein are true and correct based on knowledge, information, and/or belief"; and

b. understood that "false statements herein are made subject to penalty of 18 Pa.C.S. § 4904

relating to unsworn falsifications to authorities."

65. The Malpractice Answer asserted, inter alia, that:

a. "Defendants [Respondent and Clewell Law Firm] advised Plaintiff prior to the October 1, 2018 response and hearing date that they were terminating their representation of Plaintiff";

b. "Defendants also told Plaintiff that it should retain replacement counsel for all pending legal matters and if it did not, it could lose important rights if deadlines were missed"; and

c. as a result of the purported termination of Respondent's representation of TEC, "Defendants were under no duty to file a response or attend the scheduled hearing."

66. Respondent's assertion that he had advised TEC prior to October 1, 2018, that he and Clewell Law Firm were terminating representation was false or, at the least, materially misleading, because, as Respondent knew:

a. by September 19, 2018, TEC had paid Respondent in full for representation in the CRD Case; and

b. despite any earlier communications regarding the termination of Respondent's representation, he remained as TEC's counsel in the CRD Case as of October 1, 2018.

67. On November 15, 2021, Respondent's counsel filed a motion to withdraw their appearance, noting, inter alia, that:

a. Respondent's professional liability insurance carrier had determined that he was not covered by their insurance policy for the time period when TEC alleged that the legal malpractice had occurred; and

b. Respondent had not responded to counsel's attempts to discuss the issues of coverage and substitution of counsel.

68. On January 27, 2022, Respondent's counsel was granted leave to withdraw from the Malpractice Case.

69. On April 19, 2022, TEC's counsel filed a motion to withdraw from the Malpractice Case.

70. On February 8, 2023, TEC's counsel was granted leave to withdraw from the Malpractice Case.

71. As of the filing of this petition, the Malpractice Case is still ongoing.

72. By his conduct as alleged in Paragraphs 3 through 71, 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. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation;

b. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

c. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;

d. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;

e. RPC 1.4(c), which states that a lawyer in private practice shall inform a new client in writing if the lawyer does not have professional liability insurance of at least $100,000 per occurrence and $300,000 in the aggregate per year, subject to commercially reasonable deductibles, retention or co-insurance, and shall inform existing clients in writing at any time the lawyer's professional liability insurance drops below either of those amounts or the lawyer's professional liability insurance is terminated. A lawyer shall maintain a record of these disclosures for six years after the termination of the representation of a client;

f. RPC 1.16(d), which states that upon termination of representation, a lawyer shall

take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law;

g. RPC 3.3(a)(1), which states that a lawyer shall not knowingly make a false statement of material fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

h. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

i. RPC 8.4(d), which states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

CHARGE II: THE MICHAEL CIFONE MATTER

73. On June 2, 2020, Michael Cifone spoke with Respondent regarding representation with respect to a dispute between he and one of his customers; Mr. Cifone alleged that the customer, Daniel Phillips, had failed to make a $4,500 payment for work Mr. Cifone had performed as a tile contractor.

74. In an email dated June 2, 2020, Respondent told Mr. Cifone that:

a. he believed Mr. Cifone had an "excellent case";

b. Mr. Cifone had "the option" of filing a case in the "local magistrate court," which would require a "small filing fee";

c. he would agree to represent Mr. Cifone for a "flat rate fee of $775"; and

d. the representation would include "drafting and filing the complaint and representing [Mr. Cifone] at the hearing."

75. By email dated June 2, 2020, Mr. Cifone agreed to the representation.

76. By email dated June 3, 2020, Respondent sent Mr. Cifone an invoice reiterating that:

a. he would charge a "flat fee" of $775.00, which was "Due upon Receipt";

b. the representation would be for a "Case Involving Daniel Phillips at District Court Proceeding"; and

c. the fee did not include an appeal.

77. On June 3, 2020, Mr. Cifone paid the $775 to Respondent.

78. By email dated August 4, 2020, Respondent advised Mr. Cifone that he would:

a. file the case "shortly" in District Court in Chester County;

b. send Mr. Cifone an invoice for $196.50 to cover the filing fee and the cost of service by certified mail; and

c. "notify [Mr. Cifone] of the hearing date once it is set."

79. After sending Mr. Cifone the August 4, 2020 email, Respondent:

a. failed to file a complaint on Mr. Cifone's behalf; or

b. have any further communication with Mr. Cifone.

80. After August 4, 2020, Mr. Cifone repeatedly called Respondent and left messages seeking information about his case.

81. Respondent failed to return Mr. Cifone's calls.

82. On June 3, 2021, ODC served on Respondent a DB-7 Request for Statement of Respondent's Position ("Cifone DB-7 Letter") with respect to his representation of Mr. Cifone.

83. On August 4, 2021, Respondent served his response to the Cifone DB-7 Letter on ODC; in the response, he acknowledged that he had failed to "follow through on drafting and filing Mr. Cifone's matter" and stated that was "going to refund the entire fee of $775."

84. Respondent failed to refund Mr. Cifone's $775 fee.

85. On November 8, 2021, Mr. Cifone filed a Statement of Claim against Respondent with the Pennsylvania Lawyers Fund for Client Security ("Fund").

86. By letter dated November 9, 2021, the Fund:

a. provided Respondent with a copy of Mr. Cifone's Statement of Claim;

b. informed Respondent that he was entitled to respond to Mr. Cifone's claim and to request a hearing; and

c. informed Respondent that if the Fund did not hear from him within thirty days, the matter would "proceed accordingly."

87. Respondent did not file a response with the Fund.

88. By letter dated December 9, 2021, the Fund informed Respondent that if he intended to defend against Mr. Cifone's claims or request a hearing, he was required to do so "immediately."

89. Respondent did not file a response with the Fund.

90. By letter dated April 19, 2022, the Fund informed Respondent that Mr. Cifone's claim was scheduled to be reviewed by the Board of the Fund at its June 10, 2022 meeting, and that he should forward within fourteen days any additional information he would like the Fund's Board to consider.

91. Respondent did not provide the Fund with any additional information.

92. The Fund awarded Mr. Cifone $775.00.

93. By his conduct as alleged in Paragraphs 73 through 92, 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. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation;

b. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

c. RPC 1.4(a)(2), which states that a lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished;

d. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;

e. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;

f. RPC 1.5(a), which states that a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee. The factors to be considered in determining the propriety of a fee include the following:

(1) whether the fee is fixed or contingent;

(2) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(3) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(4) the fee customarily charged in the locality for similar legal services;

(5) the amount involved and the results obtained;

(6) the time limitations imposed by the client or by the circumstances;

(7) the nature and length of the professional relationship with the client; and

(8) the experience, reputation, and ability of the lawyer or lawyers performing the services.

g. RPC 1.15(e), which states that except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, 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; Provided,

however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment.

h. RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.

CHARGE III: PAUL KOLLHOFF MATTER

94. In 2019, Paul Kollhoff retained Respondent to review a contract regarding a company he was forming with Anthony Marano; the company was called Elite Mechanical, LLC ("Elite").

95. Respondent had not previously represented Mr. Kollhoff.

96. In or around February 2020, Mr. Kollhoff approached Respondent about further representation; specifically, Mr. Kollhoff wanted to withdraw as a member of Elite and divide up the assets of the business.

97. Respondent told Mr. Kollhoff that, for a fee of $575, he would send a letter to Mr. Marano regarding the matter and follow up with him.

98. Respondent did not communicate the basis or rate of his fee for this additional work to Mr. Kollhoff, in writing, before or within a reasonable time after commencing the additional representation.

99. On February 13, 2020, Respondent sent Mr. Marano an email informing him, inter alia, that:

a. he was representing Mr. Kollhoff in connection with the status of his membership interest in Elite, as well as his work status moving forward;

b. Mr. Kollhoff would no longer be reporting for work due to a personal matter;

c. Mr. Kollhoff needed to withdraw as a member of Elite;

d. Mr. Kollhoff hoped that the members of Elite would be able to reach an agreement regarding his withdrawal from Elite and the distribution of assets; and

e. all communications should be directed to Respondent's attention, rather than to Mr. Kollhoff.

100. By email dated February 13, 2020, Mr. Marano informed Respondent that he would be in touch the next week.

101. Respondent forwarded copies of his email and Mr. Marano's response to Mr. Kollhoff.

102. On February 19, 2020, Mr. Kollhoff paid Respondent $575.00 for his representation.

103. By letter dated February 27, 2020, Mr. Marano's attorney, Thomas A. Musi, Jr., Esquire:

a. informed Respondent that, effective February 14, 2020, Mr. Marano had agreed that Mr. Kollhoff was no longer a member of Elite;

b. criticized the quality of Mr. Kollhoff's work;

c. claimed that Mr. Marano had needed to replace work Mr. Kollhoff had done "at a great expense"; and

d. informed Respondent that Elite was "defunct" and that its operations had been shut down effective February 14, 2020.

104. Between March 23, 2020 and June 8, 2020, Mr. Kollhoff sent Respondent seven text messages seeking information about the case.

105. Respondent failed to respond to Mr. Kollhoff's text messages.

106. On June 24, 2020, Respondent sent Mr. Kollhoff a text message telling him that he would "call [him] back."

107. Respondent failed to call Mr. Kollhoff.

108. On July 9, 2020, Mr. Kollhoff sent Respondent text messages requesting that Respondent call him, and asserting that he would "be driving to your office pretty soon."

109. By a text message dated July 9, 2020, Respondent told Mr. Kollhoff that he:

a. had not been in his office "for a couple of weeks"; and

b. would call him the next week and "get caught up."

110. Respondent failed to call Mr. Kollhoff.

111. By an exchange of text messages on July 15 and 16, 2020, Respondent informed Mr. Kollhoff, inter alia, that:

a. Mr. Marano was "resistant to settlement";

b. Respondent would "follow up" with Mr. Marano and would "probably threaten a lawsuit to get him to be practical";

c. Mr. Marano "took a hard line initially" and his lawyer claimed that Mr. Kollhoff would actually owe him money;

d. Respondent would "reach out to give him [an] ultimatum on settlement and see if that works"; and

e. Respondent would "get back to [Mr. Kollhoff]."

112. Respondent did not:

a. "follow up" with Mr. Marano or his counsel;

b. threaten a lawsuit; or

c. "get back" to Mr. Kollhoff.

113. Between August 11, 2020 and October 26, 2020, Mr. Kollhoff sent Respondent five text messages seeking information about his case.

114. Respondent failed to respond to Mr. Kollhoff's text messages.

115. By a text message dated December 7, 2020, Mr. Kollhoff asked Respondent to "let [him] know what's up with [his] business" and threatened to "get another lawyer involved."

116. By a text message dated December 7, 2020, Respondent told Mr. Kollhoff that:

a. his situation had "taken on a different dynamic" due to the effect of Covid on businesses;

b. "as [Respondent] explained to [Mr. Kollhoff's] dad some time ago, [Respondent] received a response from [his] former partner's lawyer basically denying that there was any money left to buy [him] out" and saying "that they had to spend the money finishing the job";

c. the only option was to sue Mr. Marano; and

d. filing a lawsuit would cost money and involve risk, but that Mr. Kollhoff should let Respondent know if he was interested in discussing it.

117. By a text message dated December 7, 2020, Mr. Kollhoff replied, noting, inter alia, that:

a. Respondent had spoken to his father in March 2020;

b. when they last spoke, Respondent had indicated that he was sending Mr. Marano a letter threatening to "take him to court"; and

c. Mr. Kollhoff had been trying to talk to Respondent for almost a year about his matter.

118. By a text message dated December 7, 2020, Respondent told Mr. Kollhoff, inter alia, that:

a. he had sent Mr. Marano a letter, but "very little if anything ha[d] happened in the courts since [February]" and that "[n]othing could have progressed in terms of filing suit during that time";

b. Mr. Marano "is the type of guy that you have to sue"; and

c. Respondent was concerned about spending additional money on the case.

119. By a text message dated December 7, 2020, Mr. Kollhoff told Respondent that:

a. he understood that nothing had been happening in the court system, but that "a little communication would be great"; and

b. he wanted to sue Mr. Marano.

120. By a text message dated December 7, 2020, Respondent:

a. apologized to Mr. Kollhoff for the lack of communication;

b. told Mr. Kollhoff that if he wanted to pursue the matter, "we can file a writ of summons to institute the lawsuit";

c. told Mr. Kollhoff that he would "look at the letter from his lawyer" and advise Mr. Kollhoff further; and

d. told Mr. Kollhoff that he did "flat fees for these type of cases" and would "certainly be reasonable."

121. Following additional communications, Mr. Kollhoff agreed to retain Respondent to sue Mr. Marano.

122. By a "Clewell Law Firm Legal Services Agreement - Flat Fee" ("Fee Agreement"), which Respondent signed on February 24, 2021, Mr. Kollhoff retained Respondent's firm, Clewell Law Firm, to represent him in a matter involving the "Anthony Murano [sic]/Elite Mechanical LLC Case."

123. According to the Fee Agreement:

a. the representation would be for the "entire case from initiation of lawsuit until final disposition via trial, arbitration, or dismissal," but would not include any appeals; and

b. Respondent would receive a "flat fee" of $4,250.00, which was non-refundable and earned upon receipt.

124. On March 1, 2021:

a. Mr. Kollhoff paid Respondent the full $4,250.00;

b. Mr. Kollhoff sent Respondent a text message asking whether he needed to return the Fee Agreement before "we get started"; and

c. Respondent sent Mr. Kollhoff a text message telling him that he should send the signed Fee Agreement as soon as he could, but that Respondent would "start the process."

125. After Mr. Kollhoff paid Respondent the $4,250.00, Respondent:

a. failed to initiate a lawsuit on Mr. Kollhoff's behalf;

b. failed to respond to multiple requests for information; and

c. made knowingly false assertions regarding the status of the case, falsely telling Mr. Kollhoff that he had filed a Writ of Summons, had served the Writ of Summons on Mr. Marano's

counsel, and was in the process of scheduling a deposition of Mr. Marano.

126. By a text message dated March 24, 2021, Mr. Kollhoff asked if Respondent had sent "that initial letter to Tony's office starting our case?"

127. Respondent failed to reply to Mr. Kollhoff's text message.

128. By text messages dated March 29, 2021, March 30, 2021, and March 31, 2021, Mr. Kollhoff sought information about his case.

129. In an exchange of text messages dated March 31, 2021, Respondent, inter alia:

a. told Mr. Kollhoff that he had been "out sick for a few days" following a "covid shot";

b. told Mr. Kollhoff that the "Writ of [S]ummons" was "ready to go";

c. agreed to split the filing fee with Mr. Kollhoff; and

d. agreed to Mr. Kollhoff's request that he copy him on all letters sent to Mr. Marano, "especially that initial one [starting] our lawsuit."

130. By a text message dated April 14, 2021, Mr. Kollhoff informed Respondent that he had returned the signed Fee Agreement to Respondent's office, and asked that Respondent "[c]opy [him] on what [he] sent to [Mr. Marano.]"

131. Respondent failed to respond to Mr. Kollhoff's April 14, 2021 text message.

132. By a text message to Respondent dated April 19, 2021, Mr. Kollhoff sought information about his case, writing, "???"

133. By a text message dated April 20, 2021, Respondent told Mr. Kollhoff that he would "get in touch before the end of the week."

134. Respondent failed to "get in touch" with Mr. Kollhoff by the end of the week.

135. By a text message dated April 28, 2021, Mr. Kollhoff asked Respondent to call him.

136. Respondent failed to call Mr. Kollhoff or reply to his text message.

137. By a text message dated May 3, 2021, Mr. Kollhoff asked Respondent to send him the "[e]mail u sent [to Mr. Marano]."

138. By a text message dated May 4, 2021, Respondent told Mr. Kollhoff, inter alia, that Respondent:

a. "ha[d] the Writ of Summons ready to go";

b. was "having [his] staff file it"; and

c. would send Mr. Kollhoff a copy once Respondent received a stamped copy.

139. By a text message dated May 4, 2021, Mr. Kollhoff:

a. told Respondent that he "would love a little communication throughout the process"; and

b. asked Respondent why he had not sent Mr. Marano the Writ of Summons yet.

140. Respondent failed to respond to Mr. Kollhoff's text message.

141. Respondent failed to file a Praecipe for a Writ of Summons on Mr. Kollhoff's behalf.

142. By a text message dated May 26, 2021, Mr. Kollhoff asked Respondent, "When are [w]e getting the stamped copy back????"

143. Respondent failed to respond to Mr. Kollhoff's text message.

144. In an exchange of text messages dated June 7, 2021:

a. Mr. Kollhoff asked whether Respondent "treat[ed] all [of his] clients like this ... ?";

b. Respondent told Mr. Kollhoff that he had been out of the office for a week or so "tending to some family issues";

c. Respondent told Mr. Kollhoff he would be back in the office on Wednesday (June 9, 2021), would "check on everything," and would "get back to [him]"; and

d. Mr. Kollhoff told Respondent to call him that week or he would "tak[e] other action."

145. By a text message dated June 10, 2021, Respondent told Mr. Kollhoff, inter alia, that:

a. he "ha[d] the writ" and it was "going to be served [the] next week";

b. Mr. Marano would then "know he is getting sued";

c. he wanted to take Mr. Marano's deposition "in the next few weeks or so to get info we can include in the complaint"; and

d. he would "be in touch early [the] next week with more details."

146. Respondent again failed to file a Praecipe for a Writ of Summons on Mr. Kollhoff's behalf.

147. By a text message dated June 16, 2021, Mr. Kollhoff asked Respondent, "When is he getting served this week?"

148. By a text message dated June 16, 2021, Respondent told Mr. Kollhoff that he was out of the office, but that upon his return he would "check to see if we received an affidavit of service from [the] process server."

149. Respondent's June 16, 2021 text was knowingly false, as he had not filed a Praecipe for a Writ of Summons, and there was nothing for him to serve on Mr. Marano or his counsel.

150. By a text message dated June 22, 2021, Respondent told Mr. Kollhoff that there was "[s]till no proof of service returned" and that he was "going to resubmit it and get an answer for [him] ASAP."

151. Respondent's June 22, 2021 text message was knowingly false, as he had not filed a Praecipe for a Writ of Summons and there was nothing for him to "resubmit."

152. By a text message dated June 22, 2021, Mr. Kollhoff asked Respondent "why was the proof of service returned?"

153. Respondent failed to reply to Mr. Kollhoff's question.

154. By text message to Respondent dated June 24, 2021, Mr. Kollhoff sought a response to his question, writing "??"

155. Respondent failed to reply to Mr. Kollhoff's text.

156. By a text message to Respondent dated July 1, 2021, Mr. Kollhoff again sought a response, writing, "???"

157. Respondent failed to reply to Mr. Kollhoff's text message.

158. By a text message dated July 6, 2021, Mr. Kollhoff asked Respondent to "Answer me please."

159. By a text message dated July 6, 2021, Respondent told Mr. Kollhoff, inter alia, that:

a. he had been "having trouble" receiving text messages;

b. he had "had the writ reinstated and [would] re-serve";

c. if his efforts to serve the Writ of Summons did not work this time, "there is a procedural rule that allows for alternate service"; and

d. he would "keep [him] posted."

160. By a text message dated July 6, 2021, Mr. Kollhoff asked Respondent why the Writ of Summons kept "coming back."

161. By a text message dated July 6, 2021, Respondent told Mr. Kollhoff that:

a. the Writ of Summons "just came back once" and that happened because "[n]obody was there";

b. Respondent would "give this top priority and petition to do it via email";

c. Respondent had "to make one more attempt"; and

d. Respondent would "keep [Mr. Kollhoff] in the loop on this and be on top of it."

162. Respondent's July 6, 2021 text messages were knowingly false, as he had not filed a Praecipe for a Writ of Summons, had not obtained a Writ of Summons, and had not had any Writ of Summons "reinstated."

163. By a text message dated July 23, 2021, Mr. Kollhoff asked Respondent, "What's up with the letter[?]"

164. By a text message dated July 26, 2021, Respondent told Mr. Kollhoff that he had been out of the office and would "check and let [him] know."

165. By a text message dated August 2, 2021, Respondent told Mr. Kollhoff that:

a. "[t]he Writ was sent to [the] process server" and Respondent was "waiting for [the] affidavit of service to be returned"; and

b. if the writ was not served by the next week, Respondent was "going to request that [Mr. Marano's] lawyer accept service on his behalf."

166. Respondent's August 2, 2021 text message was knowingly false, as he had not filed a Praecipe for a Writ of Summons and no "Writ was sent to [a] process server."

167. On August 16 and 17, 2021, Mr. Kollhoff sent Respondent additional text messages seeking information about the status of the case.

168. By a text message dated August 18, 2021, Respondent told Mr. Kollhoff that he had "served [Mr. Marano's] lawyer" and would be taking Mr. Marano's deposition "at some point over the next 4 to 6 weeks."

169. Respondent's August 18, 2021 text message was knowingly false, as he had not served anything on Mr. Marano's lawyer, and had no ability to take Mr. Marano's deposition over the next four to six weeks.

170. By a text message dated August 19, 2021, Mr. Kollhoff asked if Mr. Marano could "offer to just settle before that[?]"

171. Respondent did not respond to Mr. Kollhoff's August 19, 2021 text message.

172. By a text message dated September 15, 2021, Mr. Kollhoff asked if Respondent could call him and provide him with an update.

173. By a text message dated September 17, 2021, Respondent told Mr. Kollhoff that he was "[s]till working on getting a date for [Mr. Marano's] deposition," and would "let [Mr. Kollhoff] know as soon as [Respondent knew]."

174. Respondent's September 17, 2021 text message was knowingly false, as he had not initiated a case on Mr. Kollhoff's behalf and was not "working on getting a date for a deposition."

175. By a text message dated September 17, 2021, Mr. Kollhoff asked, "What do u mean date for deposition?"

176. Respondent did not respond to Mr. Kollhoff's text message.

177. By a text message dated October 7, 2021, Mr. Kollhoff sought information about his case, writing, "Yooo bob???"

178. Respondent did not respond to Mr. Kollhoff's text message.

179. By a text message dated October 11, 2021, Mr. Kollhoff again sought information about his case, writing, "?????"

180. By a text message dated October 11, 2021, Respondent told Mr. Kollhoff that he was in a deposition, had been out of

town with a relative who was terminally ill, and would "check on everything and get back to [Mr. Kollhoff] [that] week."

181. By text messages dated October 15, 2021, October 18, 2021, and October 25, 2021, Mr. Kollhoff requested that Respondent call him.

182. By a text message dated October 25, 2021, Respondent:

a. told Mr. Kollhoff that he was dealing with "serious family issues" involving a cousin who was in the hospital;

b. apologized for "this delay";

c. acknowledged that Mr. Kollhoff "deserve[d] better service"; and

d. told Mr. Kollhoff that he would "make up for this somehow."

183. By a text message dated October 29, 2021, Respondent told Mr. Kollhoff that he "believe[d] [Mr. Marano] ha[d] been served" and that "the next step is scheduling a deposition in the next month or so."

184. Respondent's October 29, 2021 text message was knowingly false, as he had not filed a Praecipe for a Writ of Summons or attempted to serve anything on Mr. Marano or his counsel.

185. By a text message dated October 29, 2021, Mr. Kollhoff told Respondent that he was "trying to be sympathetic" to Respondent's personal issues and knew "this whole process takes time," but wanted some "communication and to know where we stand with it."

186. Respondent failed to respond to Mr. Kollhoff's October 29, 2021 text message.

187. By a text message dated November 29, 2021, Mr. Kollhoff asked that Respondent call him.

188. By text message dated December 1, 2021, Respondent told Mr. Kollhoff that he would call him later that day.

189. Respondent failed to call Mr. Kollhoff.

190. By a text message dated December 2, 2021, Mr. Kollhoff told Respondent that he was "[s]till waiting for that call."

191. Respondent failed to respond to Mr. Kollhoff's text message or call him.

192. By a text message dated December 4, 2021, Mr. Kollhoff informed Respondent that he was "[s]till waiting for that infamous phone call."

193. Respondent failed to respond to Mr. Kollhoff's text message or call him.

194. By text message dated December 9, 2021, Mr. Kollhoff:

a. requested a refund of the money he had paid to Respondent; and

b. noted that he had received only one telephone call from Respondent in the past two years.

195. Respondent failed to respond to Mr. Kollhoff's text message.

196. By text message dated December 29, 2021, Mr. Kollhoff asked Respondent, "How do you do this to one individual[?]," and noted that he had "trusted [Respondent]."

197. Respondent failed to respond to Mr. Kollhoff's text message.

198. By a text message dated January 5, 2022, Mr. Kollhoff told Respondent that unless Respondent returned the money he had paid he would report Respondent to "the bar association."

199. Respondent failed to respond to Mr. Kollhoff's text message.

200. By text message dated January 10, 2022, Mr. Kollhoff told Respondent that he was reporting him to "the bar association."

201. On or about January 13, 2022, Respondent called Mr. Kollhoff and left him a voicemail informing him that he was having personal problems that were affecting his ability to work on his case.

202. By a text message on January 13, 2022, Mr. Kollhoff told Respondent that he "ha[d] till tomorrow."

203. Respondent failed to respond to Mr. Kollhoff's message.

204. By a text message on January 14, 2022, Mr. Kollhoff asked if he would be hearing from Respondent that day.

205. By a text message on January 14, 2022, Respondent told Mr. Kollhoff, inter alia, that:

a. he had "things with [himself] and [his] family," that these things had "caused some issues," and that he was "trying to address" the issues;

b. he had done "some work" on Mr. Kollhoff's case, but agreed that Mr. Kollhoff was "owed money back";

c. he had had "some very significant financial strain in [his] practice" and did not have the money to give Mr. Kollhoff at that point;

d. he was willing to send Mr. Kollhoff "refund payments" if he was willing to give Respondent more time "to make good on it"; and

e. Respondent "suppose[d]" Mr. Kollhoff could file a report against him, but that "if [his] license [was] put in jeopardy," he would "have a very difficult time earning money to reimburse [Mr. Kollhoff]."

206. By a text message dated January 14, 2022, Mr. Kollhoff told Respondent that:

a. he had been "working with [Respondent] for a whole year" and had not received "one phone call";

b. he had "wasted a whole year of not going after [his] money" from Mr. Marano;

c. the money he had given to Respondent "was all [he] had to go after him";

d. he needed the money to pay a new lawyer;

e. in two years, all Respondent had done was "send [Mr. Marano] one notice"; and

f. he wanted Respondent to "[g]et the money," or he would "go to the bar."

207. Respondent failed to respond to Mr. Kollhoff's text message.

208. By a text message dated January 18, 2022, Mr. Kollhoff told Respondent that he was giving him a "final last chance" before he filed his complaint.

209. Respondent failed to respond to Mr. Kollhoff's text message.

210. Respondent failed to refund any portion of the fee Mr. Kollhoff had paid him.

211. Respondent's fee of $4,250.00 was an excessive fee, where he failed to even initiate the lawsuit he had contracted to litigate on Mr. Kollhoff's behalf.

212. By his conduct as alleged in Paragraphs 94 through 211 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. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation;

b. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

c. RPC 1.4(a)(2), which states that a lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished;

d. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;

e. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;

f. RPC 1.5(a), which states that a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee. The factors to be considered in determining the propriety of a fee include the following:

(1) whether the fee is fixed or contingent;

(2) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(3) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(4) the fee customarily charged in the locality for similar legal services;

(5) the amount involved and the results obtained;

(6) the time limitations imposed by the client or by the circumstances;

(7) the nature and length of the professional relationship with the client; and

(8) the experience, reputation, and ability of the lawyer or lawyers performing the services.

g. RPC 1.5(b), which states that when the lawyer has not regularly represented the client, the

basis or rate of the fee shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation;

h. RPC 1.15(e), which states that except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, 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; Provided, however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment.

i. RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.

j. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

WHEREFORE, Petitioner 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 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
Chief Disciplinary Counsel

By _____
Jeffrey M. Krulik
Disciplinary Counsel
Attorney Registration No. 57110

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(215) 560-6296

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 17 DB 2023
v.	:	Atty. Reg. No. 63600
ROBERT SCOTT CLEWELL, Respondent	:	(Philadelphia)

VERIFICATION

I, Jeffrey M. Krulik, Disciplinary Counsel, verify that the statements contained in the foregoing Petition for Discipline are true and correct to the best of my knowledge or information and belief and are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

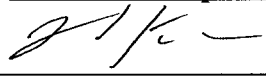
3/16/23
Date

Jeffrey M. Krulik
Disciplinary Counsel

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: 

Name: Jeffrey M. Krulik, Disciplinary Counsel

Attorney No. (if applicable): 57110