

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 3062 Disciplinary Docket No. 3
: :
Petitioner : 155 DB 2023
: :
v. : Attorney Registration No. 91466
: :
CHRISTOPHER NICHOLAS URBANO, : (Allegheny County)
: :
Respondent :

ORDER

PER CURIAM

AND NOW, this 16th day of July, 2024, upon consideration of the Verified Statement of Resignation, Christopher Nicholas Urbano is disbarred on consent from the Bar of this Commonwealth. See Pa.R.D.E. 215. Respondent shall comply with the provisions of Pa.R.D.E. 217 and pay costs to the Disciplinary Board. See Pa.R.D.E. 208(g).

A True Copy Nicole Traini
As Of 07/16/2024

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner :

No. 155 DB 2023

v. :

CHRISTOPHER NICHOLAS URBANO, :

Attorney Registration No. 91466

Respondent :

(Allegheny County)

RESIGNATION
UNDER Pa.R.D.E. 215

Christopher Nicholas Urbano hereby tenders his unconditional resignation from the practice of law in the Commonwealth of Pennsylvania in conformity with Pa.R.D.E. 215 ("Enforcement Rules") and further states as follows:

1. He is an attorney admitted in the Commonwealth of Pennsylvania, having been admitted to the bar on or about November 5, 2003. His attorney registration number is 91466.

2. He desires to submit his resignation as a member of said bar.

FILED

06/28/2024

**The Disciplinary Board of the
Supreme Court of Pennsylvania**

3. His resignation is freely and voluntarily rendered; he is not being subjected to coercion or duress and he is fully aware of the implications of submitting this resignation.

4. He acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has not retained, consulted with and acted upon the advice of counsel in connection with his decision to execute the within resignation.

5. He is aware that there is presently pending a prosecution of allegations that he has been guilty of misconduct, the nature of which has been made known to him by the filing of a Petition for Discipline dated November 3, 2023, and service of the Petition for Discipline to him at his last known attorney registration address. A true and correct copy of the Petition for Discipline which is attached hereto, made a part hereof and marked Exhibit "A".

6. He acknowledges that the material facts upon which the complaint is predicated contained in Exhibit "A" are true.

7. He submits the within resignation because he knows that he could not successfully defend himself against the charges of professional misconduct set forth in the attached exhibit.

8. He is fully aware that the submission of this Resignation Statement is irrevocable and that he can only apply for reinstatement to the practice of law pursuant to the provisions of Enforcement Rule 218(b) and (c).

9. He is aware that pursuant to Enforcement Rule 215(c) the fact that he has tendered his resignation shall become a matter of public record immediately upon delivery of the resignation statement to Disciplinary Counsel or the Board Prothonotary.

10. Upon entry of the order disbaring him on consent, he will promptly comply with the notice, withdrawal, resignation, trust account, and cease-and-desist provisions of Enforcement Rule 217 (a), (b), (c) and (d).

11. After entry of the order disbaring him on consent, he will file a verified statement of compliance as required by Enforcement Rule 217(e) (1).

12. He is aware that the waiting period for eligibility to apply for reinstatement to the practice of law under Enforcement Rule 218(b) shall not begin until he files the verified statement of compliance required by

Enforcement Rule 217(e)(1), and if the order of disbarment contains a provision that makes the disbarment retroactive to an earlier date, then the waiting period will be deemed to have begun on that earlier date.

It is understood that the statements made herein are subject to the penalties of 18 Pa.C.S.A., Section 4904 (relating to unsworn falsification to authorities).

Signed this 28th day of June, 2024.



Christopher Nicholas Urbano

WITNESS: 

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner :

No. 155DB 2023

v. :

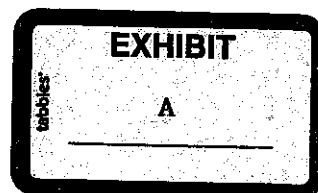
CHRISTOPHER NICHOLAS URBANO, : Attorney Registration No. 91466

Respondent : (Allegheny County)

PETITION FOR DISCIPLINE

Petitioner, Office of Disciplinary Counsel, by Thomas J. Farrell, Chief Disciplinary Counsel, and David M. Lame, Disciplinary Counsel, files the within Petition for Discipline, and charges Respondent Christopher Nicholas Urbano with professional misconduct in violation of the Rules of Professional Conduct and the Pennsylvania Rules of Disciplinary Enforcement as follows:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, PA 17106-2485, is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement (hereafter "Pa.R.D.E."), with the power and the 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 aforesaid Rules.



FILED
11/03/2023
The Disciplinary Board of the
Supreme Court of Pennsylvania

2. Respondent, Christopher Nicholas Urbano, was born in 1976. He was admitted to practice law in the Commonwealth of Pennsylvania on November 5, 2003.

3. Respondent's last attorney registration mailing address is 500 Grant Street, Suite 2900, Pittsburgh, PA 15219-2262.

4. Respondent is currently a formerly admitted attorney having been suspended for a period of six months by Order of the Supreme Court of Pennsylvania dated April 18, 2023.

5. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

CHARGE 1: THE CHESTER V. BEATTIE, III MATTER

6. On May 18, 2022, Respondent entered his appearance on behalf of Rashid Mamedov in his divorce, support and custody matters filed in the Court of Common Pleas of Allegheny County, Family Division at case docket FD-20-003996, captioned as, Madina Zhussupova vs. Rashid Mamedov.

7. On September 1, 2022, a Support Compliance Review Hearing was held before Hearing Officer Chester Beattie, Esquire (hereafter, HO Beattie), with Madina Zhussupova present *Pro Se*, and Rashid Mamedov (hereafter Mr. Mamedov), present with Respondent as his counsel.

8. During the hearing the following factual allegations were addressed by HO Beattie with Mr. Mamedov in regard to his non-payment of the Court ordered support:

(a) As a review, HO Beattie stated that previously on July 22, 2022, Domestic Relations called Mr. Mamedov with the assistance of a Russian Interpreter and Mr. Mamedov told the Court that he had given money to his attorney as the "payments weren't coming in";

(b) HO Beattie then inquired of Mr. Mamedov if in fact he had given money to Respondent for Respondent to pay into the Court on behalf of Mr. Mamedov. Mr. Mamedov confirmed the arrangement he had made with Respondent to make the support payments into the Court on his behalf;

(c) Respondent represented during the hearing that he had received \$1,000 from Mr. Mamedov but Respondent would need an order from the Court to take the money to the "purge window" to pay the amount in person;

(d) HO Beattie then questioned Respondent as to whether Respondent had brought the \$1,000 in cash today to pay on behalf of Mr. Mamedov;

(e) Respondent replied to HO Beattie that he did not bring the money in question to the hearing;

(f) To resolve the matter, HO Beattie, in his Hearing Summary, recommended that an Order of Court be issued requiring that Respondent pay the \$1,000 on behalf of Mr. Mamedov by September 2, 2022, and if the money was not paid by that date, a bench warrant would be issued for the arrest of Mr. Mamedov;

(g) Respondent then repeatedly stated that he had Mr. Mamedov's money (\$1,000) and that he would pay it into the Court and provide Mr. Mamedov with a receipt by September 2, 2022; and,

(h) Mr. Mamedov, through the interpreter, told the Court that he always gave the money to Respondent, so if Respondent said that Respondent will pay it, then he would let Respondent pay.

9. On September 1, 2022 HO Beattie filed the Hearing Summary with the following:

(a) Case was on the direct contempt court list of 09/01/2022 for outstanding Petition for Contempt, with both parties, a Russian Interpreter, and the Defendant's attorney present at the hearing;

(b) Defendant remains in contempt for non-payment and can purge by appearing at the Fifth Floor Purge Window of Family Court by 9/2/2022 and pay \$1,000, and continue paying the Order in full and on time with a compliance review hearing listed for 11/30/2022;

(c) HO Beattie specifically noted that the Defendant and his attorney both indicate that Respondent is holding \$1,000 to pay into the Court, and counsel will be appearing on the Defendant's behalf to make the purge payment. Defendant was made aware that if counsel does not appear and pay, a bench warrant will be issued for the Defendant's arrest.

10. Thereafter, Respondent failed to make the \$1,000 payment on behalf of Mr. Mamedov by September 2, 2022, as Respondent agreed and told HO Beattie he would do during the hearing on September 1, 2022.

11. Respondent was entrusted with the \$1,000 that he received from Mr. Mamedov for the sole purpose of making the support payment on his behalf.

12. Respondent failed to deposit or maintain the entrusted funds in Respondent's IOLTA or similar such account.

13. On September 9, 2022, HO Beattie requested that a Rule to Show Cause Why Attorney Christopher Urbano, Esquire, Should Not Be Found In Contempt be issued with the same so Ordered by Family Division Judge Kathleen R. Mulligan:

(a) A Rule was issued on Respondent to show cause why Respondent should not be found in contempt;

(b) The Rule was returnable on October 4, 2022;

(c) Failure to appear would result in a Contempt finding and/or a Bench Warrant being issued.

14. On October 4, 2022, a Contempt Hearing was held before the Honorable Nicola Henry-Taylor, in attendance were HO Beattie, Assistant Allegheny County Solicitor Michael Steinberg, Esquire, Jan Medoff, Esquire, on behalf of Defendant Mr. Mamedov, and Respondent, *pro se*.

15. At this hearing:

(a) Respondent offered a stipulation that Respondent had agreed to make the payment on behalf of Mr. Mamedov.

(b) After consulting with HO Beattie, this stipulation was accepted by the Court.

(c) Respondent presented a Motion to Withdraw as counsel for Mr. Mamedov which the Court granted.

(d) Respondent then requested a continuance of the contempt hearing in order to present a witness, who had interpreted for the meeting Respondent had with Mr. Mamedov following the September 1, 2022, hearing, when Mr. Mamedov purportedly told Respondent not to do anything further whatsoever on his case and not make the support payment he had been obligated to make by prior Court Order.

(e) HO Beattie objected to Respondent's request for continuance and questioned Respondent's candor to the tribunal

on both September 1, 2022, and at the contempt hearing before Judge Henry-Taylor. Specifically:

(i) Respondent had told HO Beattie during the September hearing Respondent had received the \$1,000 and as it was in his possession Respondent needed a Court Order to pay the money into the Court at the purge window and he would make the payment for Mr. Mamedov; and,

(ii) Respondent testified to Judge Henry-Taylor that he did not have the money and did not bring the money with him to the Hearing but could pay the following day.

(f) Judge Henry-Taylor denied Respondent's Motion for Continuance after which Respondent asked to call Kaner Celik as a witness.

16. Thereafter, Respondent then continued to interrupt the proceeding and the Judge.

(a) At one point stating:

"I can't make it through this, Judge. I can't. I honestly – my nerves are shot. My anxiety is through the roof. This man is using his authority. I want to object. This man used his authority to say that a warrant should be issued for my client because if he – I can't take this anymore. I can't. I can't take this. It's not right. I

didn't do anything. This isn't even fair." (N.T. 31-32)

(b) After the Judge asked Respondent to offer his proof in a most concise manner, Respondent again interrupted the proceeding by stating:

"I can't , your Honor. I can't. I'm having too much anxiety at this point to even - - this is not - -okay. This is not right. It's not fair. If I could have a few minutes for a recess, I just - - I need these couple of minutes. I'd like to try and just - - I'm sorry. This I can't take any more. I can't. (N.T. 33).

(c) The Judge then asked Respondent if he had the money for Mr. Mamedov right now? Respondent responded as follows:

"I don't have the money right now, no. I can get it - - I'll pay the freaking money by tomorrow if that's what it takes but I can't put the - - I don't put the money - but I don't have the money this second at 2:30. I can pay it. I'll just pay it. I'll just pay it. I don't care." (N.T. 34)

Judge Taylor-Henry responded "I just need you to be quiet for a moment. ..." (N.T. 35)

(d) The Judge then asked Attorney Medoff who represented Mr. Mamedov if he has a problem with Mr. Mamedov testifying as Respondent had represented to the Court that Mr. Mamedov instructed Respondent not to pay the \$1,000 then risking Mr.

Mamedov to have a warrant issued and being jailed for nonpayment;

(e) Throughout the proceeding Respondent continued to interrupt the Court by stating that he would just pay the \$1,000 prompting the Judge on numerous occasions to tell Respondent to sit down and be quiet;

(f) Attorney Medoff then informed the Court that based on his discussions with Mr. Mamedov, the offer of proof would be that Mr. Mamedov never got this money back and that he expected it to be paid to the Court and he was willing to testify to those facts;

(g) HO Beattie then informed the Court that discussions were held in the hallway during the recess from the proceeding that Respondent agreed to pay the \$1,000 by October 5, 2022 and failure to make the payment would result in an immediate issuance of a bench warrant for Respondent; and,

(h) HO Beattie informed the Court that in light of the offer, he believed the matter could be resolved without the testimony of Mr. Mamedov.

17. Immediately prior to taking a recess at 3 p.m. the Court, in response to Respondent's further outbursts and offers of payment told Respondent, "you cannot do anything but sit down and be quiet. ... Sir, we are going to be off the record. Let me do my job. Stay calm. Let the sheriffs be able to keep order in this courtroom." (N.T. 38)

18. At that point the Court recessed the proceedings.

19. The Judge agreed to this resolution of the contempt hearing and stated that a bench warrant would be issued for Respondent if he did not make the payment as agreed upon by 9:30 a.m. October 5, 2022.

20. On October 5, 2022, Respondent made the \$1,000 payment to the Family Division as a purge payment on behalf of Mr. Mamedov.

21. Respondent failed to deposit and maintain the \$1,000 Respondent was entrusted with on behalf of Mr. Mamedov in his IOLTA or similar separate and segregated account.

22. Respondent's failure to hold and maintain the funds with which he was entrusted resulted in wasting the court's time to pursue several hearings, including a contempt hearing, in order to force Respondent to comply with the proper disposition of these entrusted funds.

23. Respondent misappropriated and used for purposes other than for the benefit of Mr. Mamedov, the \$1,000 Mr. Mamedov had given to Respondent in July 2022, after the initial compliance review proceeding, until October 5, 2022, when Respondent paid the \$1,000 into the Court on behalf of Mr. Mamedov.

24. On June 15, 2023, ODC issued a DB7 Request for Statement of Respondent's Position and a Subpoena Duces Tecum to Respondent requesting records identifying the disposition of the funds received from Mr. Mamedov.

25. Respondent failed to provide a Statement of Position and failed to comply with the Subpoena Decus Tecum.

CHARGE II: THE OFFICE OF DISCIPLINARY COUNSEL MATTER

26. On August 7, 2020, Respondent entered his appearance on behalf Erick Michael Jakubowski (Mr. Jakubowski) in regard to the criminal matter filed against him in the Court of Common Pleas of Allegheny County at CP-02-CR-0003685-2020, which included the following charges:

(a) Aggravated Assault-Victim Less Than 13 and Defendant 18 or Older; Aggravated Assault-Attempts to Cause SBI or Causes Injury with Extreme Indifference; and Endangering Welfare of Children-Parent/Guardian/Other Commits Offense, each graded as a Felony of the First Degree;

(b) Aggravated Assault-Victim Less Than 6 and Defendant 18 or Older, graded as a Felony of the Second Degree;

(c) Simple Assault, graded as a Misdemeanor of the First Degree; and

(d) Recklessly Endangering Another Person and Simple Assault, both graded as Misdemeanors of the Second Degree.

27. Respondent had previously represented Mr. Jakubowski and Respondent verbally agreed to represent Mr. Jakubowski in this case stating that his fee would be \$25,000.

28. Thereafter, Mr. Jakubowski made several payments toward Respondent's requested \$25,000 fee.

29. On October 21, 2020, Assistant District Attorney (ADA) Greg Stein emailed Respondent and provided Respondent with the necessary link(s) to obtain the discovery in this matter.

30. By email dated November 12, 2020, ADA Stein emailed Respondent additional discovery materials including medical photographs, x-rays and CT scans, and inquired as to whether Respondent had received the previous discovery materials as he had not received any confirmation from Respondent.

31. Respondent did not pick up the additional discovery until January 8, 2021, despite it being available on November 12, 2020.

32. On April 15, 2021, a status conference was conducted by remote teleconference before presiding Judge Kelly E. Bigley, in regard to the case at CP-02-CR-0003685-2020, captioned as *Commonwealth of Pennsylvania v. Erick Jakubowsk*.

33. The Status Conference was conducted on the record and the following issues, among others, were discussed by Respondent, ADA Skezas, and Judge Bigley:

(a) Respondent informed Judge Bigley that Dr. Guzzardi was the defense expert who had been retained in this matter;

(b) Judge Bigley questioned Respondent as to whether Dr. Guzzardi had prepared a report to which Respondent replied by stating that "He would be getting that over here shortly," and that Respondent was thinking it may be two weeks at most;

(c) Judge Bigley also inquired as to whether Respondent had Dr. Guzzardi's Curriculum Vitae (C.V.) to which Respondent stated that he did not have an updated C.V. but would ask Dr. Guzzardi to provide Respondent with a new one;

(d) ADA Skezas noted that this was the first the Commonwealth was hearing of any expert being retained on behalf of the defendant and she expressed concern to Judge Bigley about being ready for a jury trial which was then scheduled for May 17, 2021; and

(e) Judge Bigley Ordered Respondent to provide the expert report and C.V., to the Commonwealth by April 25, 2021.

34. Shortly thereafter, Respondent requested that Mr. Jakubowski provide him with approximately \$13,000 for the payment of the expert(s) he would be using as defense witnesses on behalf of Mr. Jakubowski.

35. By the end of April 2021, Respondent had received funds from Mr. Jakubowski in order to pay the experts Respondent had retained to testify on behalf of Mr. Jakubowski.

36. Upon receipt of those funds Respondent became entrusted with the funds that were to be utilized on behalf of Mr. Jakubowski.

37. Respondent failed to deposit into his IOLTA the funds with which he was entrusted for the payment of experts to be utilized on behalf of Mr. Jakubowski.

38. Respondent's 2021-2022 Pennsylvania Attorney Annual Fee Form lists an IOLTA maintained at PNC Bank ending in 0685.

39. As of May 1, 2021, and continuing through April 29, 2022, Respondent's IOLTA reflected an on-going and consistent balance of only \$129.69.

40. Respondent failed to comply with a letter issued by ODC pursuant to Pa.R.D.E. 221(g)(1), dated August 12, 2022, requesting that Respondent produce the records showing the disposition of the entrusted funds which Respondent was required to maintain pursuant to Pa.R.P.C. 1.15(c).

41. Respondent did not pay Dr. Guzzardi, or any other experts, with the funds he received from Mr. Jakubowski.

42. On April 25, 2021, Respondent PAC filed the C.V. of Lawrence Joseph Guzzardi, M.D. as he was to be one of the experts in this matter.

43. On April 27, 2021, Respondent PAC filed a letter dated April 25, 2021 from Dr. Guzzardi to Respondent in which, Dr. Guzzardi:

(a) Stated he discussed this matter with Respondent;

(b) Stated that he had reviewed the criminal complaint, hospital records, photographs, and other information that Respondent had provided to him;

(c) Outlined his fees for this matter and stated that he would lower the rate that he charges accordingly to the Allegheny County Public Defender rates;

(d) Estimated that the total fees for his professional time and travel and mileage were to be \$6,625; and

(e) Requested an initial fee payment of \$2,000.

44. By Order of Court dated April 29, 2021, both ADA Skezas and Respondent were directed to appear before Judge Bigley for another Status Conference on May 4, 2021.

45. During the May 4, 2021, Status Conference Judge Bigley and Respondent, on the record, engaged in a colloquy regarding the expert which included, among other things, the following:

(a) Judge Bigley questioned Respondent as to why he did not file the expert report as ordered by the Court, instead of filing what appears to be a bill from the expert;

(b) Respondent replied that the doctor keeps sending [Respondent] the wrong thing and the doctor was going to provide Respondent with a new letter of intent and his CV;

(c) Judge Bigley then questioned Respondent as to why there was a submission of a letter of intent instead of a report;

(d) Respondent replied that he had tried to electronically file the expert report but found it difficult to do as Respondent was having problems getting a passcode;

(e) Judge Bigley expressed disbelief with Respondent's answer because Respondent completed the filing of the letter dated April 26, 2021, as an electronic filing. The Judge told Respondent that he should come to the building (Courthouse), it was open, and file the expert report as he was previously ordered by the Court to do, and should have done by April 26th;

(f) Judge Bigley then inquired of Respondent about the PAC filed letter from the doctor in which the doctor requested that Respondent pay \$2,000;

(g) Respondent told the Judge "he's [the expert] been paid";

(h) Later Judge Bigley inquired as to whether or not the expert report was complete as it was due on the 26th but on the 25th the doctor was requesting more funds from Respondent;

(i) Respondent stated that he would imagine it's complete as he had not heard from the doctor yet, but Respondent informed him what was going on;

(j) The Judge then inquired as to when the doctor was paid;

(k) Respondent stated "I mailed him out a check last week";

(l) The Judge explained that she was asking these questions because Respondent had previously advised the Court during a prior status conference held on April 15th that the doctor was paid;

(m) Respondent replied to Judge Bigley's concerns by stating "it was because the doctor needed additional money but he [Respondent] paid him, that's not the issue and Respondent would have him verify that he's been paid if the Court would like that";

(n) The Judge then inquired as to whether or not the expert report actually exists and whether or not Respondent knows the contents of the report;

(o) Respondent stated to the best of his understanding, the report was completed and Respondent would hopefully have it to the ADA later that day;

(p) The Judge then questioned Respondent as to when Respondent retained the doctor for the expert report and Respondent replied that he did not know the exact date, but it was a little while ago;

(q) Judge Bigley continued by stating that they (the Court and the ADA) have been having a hard time reaching Respondent by email as they have gotten no response;

(r) Respondent stated that he would try to respond to the Judge; and

(s) Judge Bigley then told Respondent that she wanted Respondent to bring the report to her courtroom tomorrow.

46. Throughout his interaction with Judge Bigley, Respondent made repeated misrepresentations to the Court in regard to Respondent paying Dr. Guzzardi and the existence of a completed expert report.

47. In an email to Judge Bigley and ADA Skezas dated May 5, 2021 at 12:00 p.m., concerning the "Report/appearance today," Respondent wrote that:

(a) He was in Clarion County Common Pleas Court;

(b) He believed he had filed the doctor's testimony letter via the electronic filing system;

(c) The copy filed was unsigned and Respondent will have a signed copy later that day when Respondent will have received it from the doctor;

(d) Respondent was attempting to file it electronically in an effort to provide the letter as soon as possible;

(e) Once he had finished in Clarion County, Respondent will head back to Pittsburgh and appear in Judge Bigley's courtroom as requested [Ordered]; and

(f) Respondent also has sent this email to ADA Skezas.

48. In an email to Respondent dated May 5, 2021 at 12:04 p.m. Judge Bigley replied to Respondent's email, and copied ADA Skezas, in which she

questioned Respondent as to whether he filed the proposed *voir dire* and jury instructions as well and stated that if Respondent had electronically filed the expert report it was not necessary for Respondent to appear in person.

49. In a response email to both Judge Bigley and ADA Skezas dated May 5, 2021, at 1:32 p.m. Respondent stated, among other things:

(a) He was attempting to file the signed report “now” and would be filing the proposed jury instructions as soon as possible today or that evening;

(b) He just had to finish typing them and Respondent’s secretary is now helping him from her home (she had been off because her mother had to have emergency surgery); and,

(c) Further stated that her assistance means I [Respondent] can once again file electronically and not mess it up six times first.

50. At 1:35 p.m. Judge Bigley replied that:

(a) In the previous email she thought Respondent had said that he had electronically filed it; and,

(b) She expected Respondent to check in and if that report is not filed by 3:00 p.m. then Respondent would need to deliver it to her courtroom today, along with the other required filings.

51. In a follow up email to Respondent dated May 5, 2021, at 1:46 p.m. Judge Bigley:

(a) Inquired as to which Court Respondent was before in Clarion County;

(b) Inquired as to which judge Respondent was in front of;

(c) Stated that perhaps she could have someone from her staff call up and assist; and

(d) Stated she can have them explain that Respondent does need some time to attend to a matter here.

52. Respondent did not respond to Judge Bigley's May 5, 2021, email sent to him at 1:46 p.m. nor did Respondent provide the requested information for Judge Bigley to assist him in the filing of the documents that the Judge had ordered him to file on May 5, 2021.

53. In an email dated May 5, 2021 at 3:28 p.m. sent to both Judge Bigley and ADA Skezas, Respondent:

(a) Stated, to clarify one report was filed electronically earlier today approximately at 11:00 a.m. and ADA Skezas noticed it was not signed by the doctor;

(b) Stated that he had asked the doctor to sign one and send Respondent a signed copy;

(c) Stated that he had just filed a second signed copy;

(d) Apologized for the confusion but there are two filings in the system, one from this morning which was not signed by the doctor and the other which was signed by the doctor;

(e) Stated that he was working on finishing the proposed jury instructions now and will file them ASAP tonight; and

(f) Inquired as to whether or not Judge Bigley would want him to come to her courtroom and if so, he would head in.

54. In response to Respondent's email Judge Bigley replied to both Respondent and ADA Skezas at 7:27 p.m. on May 5, 2021 by stating:

(a) Since Respondent has not responded to her emails she was assuming that Respondent finished up in Clarion County;

(b) She did see the filing today but was confused as to whether that was Respondent's expert report;

(c) While it was filed today, it was not on letterhead and is dated April 25, 2021, the same date as the letter from Dr. Guzzardi that stated that he would not be able to complete a report until he received \$2,000 from Respondent;

(d) She just wanted to be clear as to whether this is the report that the Court was led to believe was still pending completion as of May 4, 2021; and

(e) She knows that Respondent intended to file Respondent's proposed *voir dire* questions and jury instructions today so she expects she will see those docketed sometime today.

55. In an email to Dr. Guzzardi dated May 6, 2021, from Respondent annotated "More nonsense" , Respondent:

(a) Stated that Respondent received a hostile email from Judge Bigley asking if his (Dr. Guzzardi) letter was the expert opinion and complaining that it was not on letterhead;

(b) Requested that Dr. Guzzardi provide a signed copy of the letter on his letterhead;

(c) Stated that the Judge is questioning whether Respondent has paid Dr. Guzzardi or not, which Respondent indicated he had told the Judge was none of her business; and

(d) Stated that Dr. Guzzardi should receive a check by tomorrow.

56. In an email dated May 6, 2021, sent to ADA Skezas and Respondent, Dr. Guzzardi stated:

(a) He had sent Respondent a more detailed summary of his qualifications and opinions, which was signed and on letterhead;

(b) He looked forward to working with Respondent on this matter and has of yet only formulated limited opinions because he had only limited information that has been conveyed to him;

(c) He was unable to conclude that Mr. Jakubowski caused the alleged injuries; and

(d) He was looking forward to a thorough evaluation of the facts of this matter which he did not believe had occurred.

57. In an email from ADA Skezas' paralegal to Respondent dated May 11, 2021, Respondent was again informed of the link and method by which to open the discovery packet of the MRI and imaging from the hospital which had previously been sent to Respondent.

58. On May 12, 2021, Respondent's PNC Bank Check No. 528, drawn on Respondent's PNC Bank joint personal account with Alexis Marek dated May 4, 2021, made payable to Dr. Guzzardi in the amount of \$2,500, and annotated "Jakubowski", was presented for payment and was returned unpaid due to insufficient funds.

59. Shortly thereafter, Dr. Guzzardi notified Respondent that the above noted check that Respondent had given to him as payment was returned unpaid due to insufficient funds in the PNC Bank Joint Personal Account.

60. Respondent responded to Dr. Guzzardi by stating that he did not know how this could have happened and Respondent would send him another check out in the mail, or words to similar effect.

61. In an email dated May 13, 2021, at 8:45 a.m., sent by Respondent's secretary, Liz Sofaly, to ADA Skezas subject matter "Continuance Request", Respondent conveyed the following:

(a) Respondent was requesting consent for a continuance in the Erick Jakubowski matter due to the new discovery Respondent had just received;

(b) The defense and Commonwealth will, for the Court's review, need additional expert reports as a result of the new discovery; and

(c) Respondent had been in a Jury Trial in the last couple of days and that is why Respondent had not been able to respond sooner and Respondent was hoping to finish up today.

62. In a reply email to Respondent's secretary dated May 13, 2021, at 9:39 a.m. ADA Skezas responded to the prior email by stating:

(a) She would object as the discovery was turned over and available for pick up by Respondent two weeks prior to trial;

(b) The Court had not ordered the Commonwealth to provide a report in addition to the doctor's findings and the opinions contained within the medical records which were provided in the initial discovery;

(c) If Respondent needed more time to prepare and obtain a report from the expert she would consent;

(d) The letter authored by the defense expert and submitted thus far states that he was not able to come to an opinion to a reasonable degree of medical certainty; and

(e) If Respondent was noting her consent to the postponement please provide her with a copy prior to Respondent's submission.

63. In an email to ADA Skezas dated May 13, 2021, at 10:23 a.m. Respondent's secretary, at Respondent's direction, responded to the previous email by stating the following:

(a) Respondent needed to request additional discovery that was not handed over to Respondent in the form of texts;

(b) Respondent would also need time to do an investigation as well; and

(c) Inquired as to whether she would consent to the following reasons as well so that Respondent could write up the draft for the continuance.

64. In an email dated May 13, 2021, ADA Skezas agreed to the continuance on the basis that Respondent needed more time to prepare for trial.

65. Because of the requested continuance, the jury selection, scheduled for May 17, 2021, was postponed.

66. In an email to Respondent dated May 24, 2021, Dr. Guzzardi asked if Respondent had sent the replacement check to him to cover the insufficient funds check Respondent had previously provided to him in the amount of \$2,500.

67. Thereafter, Respondent failed to provide Dr. Guzzardi with a replacement check or make any payment to Dr. Guzzardi in this matter.

68. Dr. Guzzardi received no further communication from Respondent regarding the Jakubowski matter.

69. In an email to ADA Skezas dated July 19, 2021 and sent at 12:07 p.m., Respondent:

(a) Requested to have the Status Conference for tomorrow [July 20, 2021] moved for a week or so as Respondent was going to be filing a Motion for Additional Discovery;

(b) Stated that moving this Status Conference would give Respondent more time to get the discovery and work through another issue which had arisen with Respondent's expert;

(c) Stated that if she would not consent to moving the Status Conference set for tomorrow Respondent would like to be ready to go at 9 a.m. as Respondent wanted to work through everything with her so that the Court would not have to do that for them; and

(d) Stated that Respondent would forward to her a copy of the Motion that Respondent intended to file later that day.

70. In an email to Respondent dated July 19, 2021, sent at 12:34 p.m. ADA Skezas inquired as to what additional discovery Respondent was seeking.

71. By a responsive email to ADA Skezas that same day, sent to her at 1:47 p.m., Respondent stated:

(a) Off the top of his head Respondent knows there are phone dumps with text messages;

(b) If there are not dumps for some of the times that are listed it will probably be something Respondent would have to try and address with the phone companies; and,

(c) Respondent would be going back later after a 3 o'clock meeting and would send everything to her.

72. On July 20, 2021, Respondent filed a Motion to Compel Discovery in regard to these phone dumps with text messages.

73. On July 20, 2021, there was an additional Status Conference in front of Judge Bigley with both Respondent and ADA Skezas participating during which, the following, among other things, transpired:

(a) Judge Bigley stated that this matter was scheduled for trial on September 7, 2021, and stated that the only remaining issue was related to the expert's report and inquired of Respondent as to whether the expert amended or changed the report ;

(b) Respondent stated that there was another situation as Respondent was going to have to retain a neuroradiologist;

(c) Judge Bigley stated this was like months ago and if the doctor made some recommendation the question was why

Respondent was “jawing about it now –and why [Respondent hadn’t] done it”;

(d) Respondent stated that Mr. Jakubowski was off work and unable to come up with the funds to pay for the neuroradiologist but “financially, he had Dr. Guzzardi paid” and now he was able to get the funds together in order to pay the neuroradiologist,

(e) Judge Bigley stated that she doesn’t really understand and that from what she reads from the expert report the doctor really couldn’t come to any conclusion which is the most bizarre expert report she’s ever read;

(f) Judge Bigley stated that she’s never seen an expert report where the expert reached no conclusion and he said that he reached that conclusion within a reasonable degree of medical certainty;

(g) The Judge then stated she doesn’t understand why now there is a need for a neuroradiologist;

(h) Respondent then stated that along with the neuroradiologist Respondent also needed to obtain text messages from the phone dumps from the ADA and go over them with the ADA;

(i) ADA Skezas then outlined the dates on which all of the discovery was provided to Respondent and it did not correspond to the Motion to Compel Discovery;

(j) ADA Skezas then stated she does not understand what Respondent had in the discovery items and that it is possible Respondent does not have the phone dumps and that Respondent could come to her office in order to obtain them;

(k) The Judge then asked Respondent if Respondent had everything because she did not want to delay this matter any further and did not want this time to be like after the last status conference when Respondent did not mention something and after leaving Court, that same day Respondent went downstairs and filed something;

(l) The Judge granted the Motion to Compel for the text messages as long as Respondent understood it was his responsibility to go to the DA's office within the next four days following the status conference to obtain them;

(m) The Judge stated that if Dr. Guzzardi is going to identify a neuroradiologist and hire him he is going to do that stat and render the opinion so that the report can be filed and the Commonwealth has time to have an expert review the report; and,

(n) The Judge set the next Status Conference for July 26, 2021, as this case was moving to trial on September 7, 2021.

74. During the conference Respondent again made numerous misrepresentations to the Court, including:

(a) Respondent's representation to Judge Bigley that "financially, he had Dr. Guzzardi paid" which was false as he had not sent Dr. Guzzardi a replacement payment for the \$2,500 check that was returned due to insufficient funds;

(b) Respondent's statements to Judge Bigley which implied that he was obtaining a neuroradiologist with the assistance of Dr. Guzzardi were false as Respondent had ceased communicating with Dr. Guzzardi as of May 24, 2021.

75. On July 21, 2021, ADA Skezas filed a Motion to Revoke Bond based on new charges that were filed against Mr. Jakubowski.

76. By Order dated the same day, but filed July 29, 2021, the Court granted the Motion to Revoke/Release and Forfeit Bail in regard to Mr. Jakubowski

77. Also on July 21, 2021, the day after the July 20th status conference, ADA Skezas emailed Respondent and inquired as to whether or not Respondent would be coming to view the phone dumps with the paralegal at her office.

78. In an email to Respondent dated July 26, 2021, ADA Skezas stated that she waited until 5 p.m. for Respondent to come and view the electronic discovery, but Respondent did not show up.

79. On July 26, 2021, there was yet another status conference during which Judge Bigley and Respondent had the following exchange:

(a) Respondent stated that the medical records were not an issue because he was able to open the disk however he did not comply with the order that was issued for him to appear at the DA's office in order to obtain the phone dumps and text messages which he had claimed he had not previously received;

(b) Judge Bigley stated that the text messages were always there and it doesn't matter whether they became more interesting after the co-defendant's statements as Respondent knew those text messages were always in evidence or a part of discovery since Respondent received that discovery in October of 2020;

(c) Judge Bigley further stated to Respondent that "you [Respondent] didn't do any of the stuff that was in the Order from the last status conference where you [Respondent] were to go to ADA Skezas' office. Emailing her at 8 o'clock on a Saturday night is unprofessional and for you [Respondent] to expect her to be sitting there and then to have her sitting there last week waiting for you [Respondent] to pick up your stuff is pretty ridiculous";

(d) Judge Bigley then commented that "you're [Respondent] not even remotely compliant";

(e) Respondent apologized to Judge Bigley for his noncompliance with her Order to which Judge Bigley stated that Respondent should not be sorry to her but sorry to his client;

(f) The Judge then addressed the issue of the motion for bond revocation and Respondent was unable to confirm that he had received the ADA's motion for the bond revocation;

(g) Respondent then stated he needed to go through his email as it appears that some emails are going to junk mail to which the Judge suggested that Respondent find himself an IT expert before Respondent finds himself in front of the Disciplinary Board;

(h) Judge Bigley noted that Respondent made statements to the Court previously that he had the money for the experts and then at this Status Conference, continued to make statements that he did not have all the money for the experts;

(i) Respondent then made a statement to the Court that given the bond situation Respondent did not retain the new expert;

(j) Respondent then was unable to provide the Court with the name of the neuroradiologist and was unable to provide an amount for retention of that expert;

(k) Respondent ended by stating that he needed to be "more specific with the Judge as there was no intention----"

(l) Judge Bigley's response was clear " [Y]ou needed to be more honest. You don't have to be more specific. You just have to be more honest.";

(m) Judge Bigley then told Respondent that he had until Monday August 2, 2021, to obtain the phone dumps from ADA Skezas;

(n) ADA Skezas asked the Judge for a timeline on the expert report;

(o) Respondent suggested another brief conference take place in the next day or so as Respondent was going to see what he could do to get the information from the Doctor tonight; and

(p) Judge Bigley then asked Respondent if he had the money to retain the expert and Respondent replied "Correct. That's not the issue. "

80. During this conference Respondent again made repeated misrepresentations to the Court as Respondent had not paid any of the experts, including Dr. Guzzardi, nor had Respondent had any contact with Dr. Guzzardi in regard to the retention of a neuroradiologist.

81. On August 17, 2021, Respondent filed a Motion for Modification of Bail on behalf of Mr. Jakubowski.

82. By an email to Respondent dated August 17, 2021, ADA Skezas replied that she thought it would be beneficial to schedule a status conference with the Court because the jury trial date was 2.5 weeks away and witnesses need advance notice because they are not in the area.

83. Despite numerous discussions, and Court Orders, regarding the expert report, Respondent failed to provide ADA Skezas with an expert report or any other information in regard to the trial.

84. By Order of Court dated September 3, 2021, Judge Bigley, *sua sponte*, appointed Conflict Counsel Nina Martinelli, Esquire, to represent Mr. Jakubowski.

85. By Order dated September 7, 2021, Judge Bigley;

(a) Ordered Respondent to provide the defendant's case file to appointed counsel, Nina Martinelli;

(b) Reinstated the Defendant's bond with the new condition of Pretrial Electronic Monitoring; and

(c) Notified the parties that any further modifications of the Defendant's bail would be addressed by Judge Alexander Bicket who had been assigned to the case and would be replacing her as the Judge of record.

86. After Attorney Martinelli was appointed, her secretary telephoned Respondent on two occasions and left voice mails, both times seeking to obtain the file and all of the records that Respondent had in his possession in regard to Respondent's representation of Mr. Jakubowski.

87. On or about September 10, 2021, Respondent returned the phone call to Attorney Martinelli's secretary and stated that he needed to make a copy

of the file but Respondent would have it ready for them to pick up by Monday, September 13, 2021.

88. During the week of September 13, 2021, Attorney Martinelli's secretary telephoned Respondent on at least four separate occasions, leaving a voice mail each time, inquiring when would be a good time to pick up the file of Mr. Jakubowski.

89. Respondent did not return any of those telephone calls nor did Respondent provide the case file and all of the discovery materials to Attorney Martinelli.

90. On November 18, 2021, Judge Bicket issued an Order directing Respondent to provide any and all discovery provided to Respondent by the Commonwealth in the case of the *Commonwealth of Pennsylvania v. Erick Jakubowski* to Attorney Nina Martinelli by 12 o'clock on November 22, 2021.

91. Respondent took no action to comply with the Court's Order until in or about January 2022, at which time he provided Mr. Jakubowski's case file to Attorney Martinelli.

92. Respondent failed to provide Attorney Martinelli with any of the discovery items that Respondent had previously received from the Commonwealth.

93. Respondent made numerous representations to the Court that the expert witness was paid, yet Respondent failed to pay any expert witness on behalf of Mr. Jakubowski, and failed to utilize the funds he received, and with which he was entrusted, for their intended purpose.

94. To date, despite having been requested to do so, Respondent has failed to provide an accounting and/or refund any portion of the \$25,000 Respondent was previously paid as his requested fee and further Respondent has not accounted for or refunded any portion of the funds for expert fee(s) which he had been paid and with which he was entrusted.

95. On August 12, 2022, a DB7 Request for Statement of Respondent's Position Letter and Rule 221 Letter were both personally served upon Respondent.

96. To date, Respondent has failed to provide a Statement of Position or produce the information and records requested in the Rule 221 letter.

CHARGE III: RICHARD L. GRAHAM MATTER

97. On October 29, 2018, Matthew Duane Atcheson (hereafter, Mr. Atcheson) was charged with the following by information filed in the Court of Common Pleas of Clarion County at CP-16-CR-0000013-2019:

(a) Criminal Attempt–Murder of the First Degree, 18 Pa.C.S.A. §901(A), a felony of the 1st degree;

(b) Aggravated Assault, 18 Pa.C.S.A. §2702(A)(1), a felony of the 1st degree;

(c) Aggravated Assault, 18 Pa.C.S.A. §2702(A)(4), a felony of the 2nd degree; and

(d) Three Misdemeanors consisting of two counts of Simple Assault 18 Pa.C.S.A. §2701(A)(1) and (A)(2) and one count of Recklessly Endangering Another Person 18 Pa.C.S.A. §2705.

98. In or about the first week of November 2018, Nicole Shaffer Atcheson (hereafter, Ms. Atcheson), wife of Mr. Atcheson, retained Respondent to represent her husband in the charges filed in Clarion County at CP-16-CR-0000013-2019.

99. Respondent told Ms. Atcheson that he would represent Mr. Atcheson in the criminal charges at CP-16-CR-0000013-2019 and his fee for doing so was \$25,000.

100. Respondent had not previously represented Mr. Atcheson.

101. Respondent did not provide to either Ms. Atcheson when he spoke with her or to Mr. Atcheson at any time thereafter, with a writing evidencing the basis or rate of his fee.

102. Thereafter, at various times and in varying amounts totaling approximately \$24,000, funds were obtained and payments were made to Respondent, as follows:

(a) In November 2018, a payment, (the source of which were loans obtained by Ms. Atcheson and her father-in-law, Richard Atcheson), in the approximate amount of \$14,000, given to Respondent in cash, at a Sheetz convenience store located in Brookville, PA;

(b) On or about July 18, 2019, payment via four (4) International Money Orders, numbered in sequence of 169255266 – 169255269, made payable to Respondent, each in the amount of \$500, totaling \$2,000;

(c) A payment made by check dated September 23, 2019, drawn on a First United National Bank Account “Hemis, LLC, maintained by Seth Magness, brother-in-law of Mr. Atcheson, made payable to Respondent, in the amount of \$1,000, annotated “Matthew Atcheson”;

(d) A payment made by check dated December 18, 2019, drawn on First Commonwealth Bank Account maintained by Jeffrey Barnes, Mr. Atcheson’s uncle, made payable to Respondent, in the amount of \$1,000, annotated “Matt”; and

(e) An additional payment in the amount of \$5,000, from Ms. Atcheson from a loan she secured from First Commonwealth Bank.

103. Respondent failed to provide a receipt to the payors after receiving the payments cited in paragraph 102, *supra*.

104. In one instance on or about September 25, 2019, Respondent accepted a \$600 cash payment toward his requested fee and provided a handwritten receipt upon which Respondent:

(a) Noted receipt of the \$600 cash from Ms. Atcheson toward Mr. Atcheson’s outstanding legal fees; and

(b) Stated that should Respondent determine that a conflict of interest exists to an extent that Respondent cannot proceed as counsel on or before trial Respondent would refund this portion of the fee.

105. Upon receipt of each of the aforementioned payments, Respondent failed to deposit any portion of the funds into his IOLTA.

106. The funds that Respondent received on behalf of Mr. Atcheson were for legal fees and expenses to hire a private investigator to interview and investigate the incident that occurred on October 28, 2018, which led to Mr. Atcheson being charged with homicide.

107. On or about November 10, 2018, Respondent spoke with Richard L. Graham of Ross-Graham Investigations, LLC. and retained his services to interview witnesses and obtain video footage from the bar in which the alleged incident took place.

108. In an email to Mr. Graham dated November 12, 2018, Respondent sent a list of eight potential witnesses and requested the video footage from the bar where the incident had occurred.

109. Thereafter Mr. Graham performed various interviews and obtained the information that Respondent had requested, including information about the video in question.

110. On January 28, 2019, Respondent entered his appearance on behalf of Mr. Atcheson in the Court of Common Pleas of Clarion County at case CP-16-CR-0000013-2019.

111. Thereafter, on numerous occasions Ms. Atcheson attempted, but was unsuccessful, in contacting Respondent to inquire about the status of her husband's case as Respondent was not visiting him at the jail.

112. Ms. Atcheson also contacted Mr. Graham, the investigator that Respondent had retained, to inquire as to the status of the investigation.

113. On or about May 7, 2019, Mr. Graham, who had not had contact with Respondent since about mid November 2018 contacted Respondent by email, and among other things:

(a) Stated that by now Respondent must have received some of the discovery in this matter and he [Mr. Graham] was available to review this discovery in order to assist Respondent;

(b) Provided Respondent with a folder containing 10 files of the details of the interviews that he had performed at Respondent's request to aid the defense of Mr. Atcheson; and

(c) Stated that Ms. Atcheson had suggested a couple of other individuals to interview but he held off doing those as it was his intention to initially review any discovery Respondent had received before proceeding with additional interviews.

114. On May 8, 2019, Respondent responded to Mr. Graham's email by stating:

(a) He was actually going to be calling Mr. Graham in order to get this moving for the remainder of the case;

(b) He would try to reach out to Mr. Graham the next day; and

(c) Obviously Mr. Graham needed to be paid as well.

115. Thereafter, Respondent did not contact Mr. Graham.

116. On June 19, 2019, Respondent filed a Motion for a Continuance in the Atcheson case at CP-16-CR-0000013-2019.

117. By an email to Respondent dated August 29, 2019, Mr. Graham stated that:

(a) He had received a telephone call from Ms. Atcheson as she was distraught and worried that her husband was going to go to trial unprepared and would end up in prison for 15 to 30 years;

(b) Ms. Atcheson was disappointed that Respondent did not visit her husband very often at the jail; and

(c) As a suggestion, Respondent could telephone the Clarion Prison and speak to Mr. Atcheson in order to assure him that there was a viable plan for his defense.

118. In a responsive email to Mr. Graham dated August 30, 2019, Respondent stated that:

(a) He had been up to the jail no less than seven times to visit with Mr. Atcheson;

(b) He has been working with the Atcheson family even though they were unable to pay him, so it was a really unusual situation; and

(c) He would be communicating with Mr. Graham and making sure he got paid.

119. In a separate email to Mr. Graham dated August 31, 2019, Respondent wanted Mr. Graham to:

(a) Get moving on the remainder of the case; and

(b) Serve subpoenas and round up witnesses.

120. In a responsive email to Respondent dated September 1, 2019, Mr. Graham, wrote that:

(a) He would not be able to serve subpoenas for Respondent;

(b) There was a trial strategy that he believed might be helpful in defending Mr. Atcheson; and

(c) It appeared that Respondent did not require any other services from him and he would get an invoice to Respondent in the next week or so.

121. In an email to Respondent dated October 8, 2019, Mr. Graham sent Respondent an invoice in the amount of \$1,278, for the investigative services he performed on behalf of Mr. Atcheson.

122. In an email to Mr. Graham dated October 8, 2019, Respondent stated:

(a) He would get payment out to Mr. Graham shortly;

(b) There may be further services required as the case was postponed and it has turned into a kind of mess and

(c) Requested the best telephone number to reach Mr. Graham so that Respondent could fill him in on the details.

123. By email to Respondent dated October 8, 2019, Mr. Graham again provided Respondent with his cell phone number.

124. Thereafter Mr. Graham did not receive any communications from Respondent in regard to any further investigation requests and/or payment for his services.

125. Jury selection in Mr. Atcheson's case was scheduled for November 18 and 19, 2019.

126. In or about December of 2019, having not been paid, Mr. Graham again sent another invoice to Respondent requesting payment for the investigative services that he had performed for Respondent on behalf of Mr. Atcheson.

127. On or about December 20, 2019 the jury trial for Mr. Atcheson was held before Senior Judge James Arner in regard to the charges against Mr. Atcheson.

128. On December 20, 2019, Mr. Atcheson was found guilty of all charges that were filed against him.

129. Following the trial, and after Mr. Atcheson's sentencing on February 7, 2020, Respondent filed a motion on April 27, 2020 titled Omnibus Post Sentence Motion/Motion for Leave to Amend and to Appoint New Counsel *Nunc Pro Tunc*.

130. Following a hearing on June 4, 2020 the Court granted Respondent's motion and permitted a *nunc pro tunc* filing of the Post Sentence Motion and appointed, Jacob Roberts as appellate counsel.

131. After Mr. Atcheson exhausted his appeals, he filed a *pro se* PCRA Petition alleging that both Respondent and his appellate counsel, Mr. Roberts were ineffective while representing him.

132. By Order dated September 30, 2021, Judge Arner appointed Attorney Jason Nard to represent Mr. Atcheson and directed that any Amended PCRA Petition be filed within 90 days.

133. Although Mr. Nard requested that Respondent provide him with Mr. Atcheson's case file, Respondent failed to do so which resulted in Mr. Nard having to file two separate requests on December 27, 2021, and March 28, 2022, for an extension of time to comply with the Court's Order dated September 30, 2021, regarding the filing of an Amended PCRA Petition.

134. The Court granted both of Mr. Nard's requests for additional time and on March 30, 2022, the Court entered an Order directing Respondent to

turn over Mr. Atcheson's case file to Mr. Nard within seven days of the Court's Order.

135. In April of 2022, Respondent released Mr. Atcheson's file to Mr. Nard.

136. On or about June 22, 2020, Respondent made a single payment to Mr. Graham for his services by a money order in the amount of \$350.

137. Throughout this time period, Mr. Graham continued to email Respondent copies of his invoice for his services which included the unpaid balance due after subtracting the \$350 payment made on June 22, 2020.

138. The balance in Respondent's IOLTA remained at \$129.69 as Respondent did not deposit to his IOLTA any of the funds received in the Atcheson matter.

139. To date, Respondent has not paid Mr. Graham the remaining fee owed to him despite having received funds which were paid on behalf of Mr. Atcheson totaling approximately \$24,000.

140. Both Mr. and Ms. Atcheson requested that Respondent provide them with an accounting of how the money they paid to Respondent for his representation of Mr. Atcheson was spent.

141. Respondent has failed to provide the requested accounting.

142. On August 9, 2022, ODC personally served Respondent with a DB7 Request for Statement of Respondent's Position and a Subpoena Duces

Tecum requesting records identifying the disposition of the funds the Atcheson family had paid to Respondent to represent Matthew Atcheson.

143. Respondent failed to provide a Statement of Position or comply with the Subpoena Decus Tecum.

CHARGE IV: THE DOUGLAS A. TOMES MATTER

144. In or about December 2020 Douglas Tomes (hereinafter, Mr. Tomes) consulted with Respondent for representation in a landlord-tenant complaint against Mary Courtney Higgins, (hereafter, Ms. Higgins) who resided at the property owned by Mr. Tomes located at 16 Miles Avenue, Pittsburgh, PA 15205.

145. Respondent agreed to represent Mr. Tomes in his landlord-tenant matter and stated that his fee would be \$750.

146. Respondent failed to provide Mr. Tomes with a writing which evidenced the basis or rate of his fee in the landlord-tenant action against Ms. Higgins.

147. Thereafter, Mr. Tomes made periodic payments to Respondent toward the quoted \$750 fee as follows:

(a) December 29, 2020 a Cash App payment of \$450 annotated "eviction";

(b) January 25, 2021 a Cash App payment of \$150 annotated "for fees"; and

(c) March 24, 2021 a Cash App payment of \$150, having no annotation.

148. In the absence of a fee agreement directing otherwise, Respondent was required to hold the funds received from Mr. Tomes in his IOLTA or similar separate and segregated account until earned.

149. Respondent did not deposit or maintain the funds received from Mr. Tomes in his IOLTA.

150. The March 2021 ending balance in Respondent's IOLTA was \$129.69.

151. Thereafter, Respondent failed to file a landlord-tenant complaint on behalf of Mr. Tomes in regard to eviction and a claim for the delinquent rent due to him from Ms. Higgins, which at the time was approximately \$10,000.

152. The only services that Respondent performed, at the request of Mr. Tomes, was to post the property so that the tenant would vacate the property.

153. In or about January/February of 2022, Respondent told Mr. Tomes that he would get a court date for the landlord-tenant matter against Ms. Higgins, as the Court of Common Pleas of Allegheny County had resumed or would be resuming hearing landlord-tenant cases which had been halted due to the pandemic.

154. This representation was false as Respondent had not filed a landlord-tenant complaint on behalf of Mr. Tomes or taken any action of record.

155. On or about August 2021, Mr. Tomes also retained Respondent to represent him in filing for an expungement of his criminal record.

156. Respondent agreed to represent Mr. Tomes in the expungement matters for a fee of \$375.

157. On August 26, 2021, Mr. Tomes paid Respondent, via Cash App, \$375 for the expungement matter.

158. Respondent did not provide Mr. Tomes with a writing evidencing the basis or rate of Respondent's fee for the expungement matter.

159. Respondent did not deposit or maintain the funds received from Mr. Tomes in his IOLTA.

160. Thereafter, on numerous occasions, Mr. Tomes would inquire about the status of his cases.

161. On numerous occasions during the period December 2020 through March 2022 Respondent:

(a) Would text Mr. Tomes, and drive by his residence, and frequently dine out with Mr. Tomes

(b) Would almost always request money from Mr. Tomes stating that Respondent needed cash; and

(c) Would accept the money Mr. Tomes gave him as Respondent would often reference the cases Respondent was to

be working on for him as the reason(s) Respondent needed the money.

162. In an email to Respondent, Mr. Tomes:

(a) Inquired as to why Respondent needed a picture of his passport and whether that was for the expungement matter Respondent was representing him on;

(b) Stated that he thought that Respondent had been working on the expungement matter for him for quite some time and that it was really needed because he was hoping to take on a new job when he is off house arrest; and

(c) Inquired on the status of the landlord-tenant complaint against Ms. Higgins and when the court date was set for, as Respondent had told him that Respondent had filed the complaint with the magistrate;

163. Respondent failed to reply to Mr. Tomes' inquiries.

164. Mr. Tomes later asked Respondent in a text message if he should retain other counsel to handle the landlord-tenant matter and the expungement as he was moving out of town.

165. Respondent failed to respond to Mr. Tomes' inquiry as to whether or not he should hire another attorney.

166. Respondent failed to take any action of record in representing Mr. Tomes in the landlord-tenant complaint against Ms. Higgins or the expungement of Mr. Tomes' criminal convictions.

167. Respondent has failed to refund any portion of the fees that Mr. Tomes paid him in the landlord-tenant matter or the expungement matter.

168. On July 15, 2022, ODC personally served Respondent with a DB7 Request for Statement of Respondent's Position and a Subpoena Decus Tecum requesting records identifying the disposition of the funds received from Mr. Tomes.

169. Respondent failed to provide a Statement of Position or comply with the Subpoena Decus Tecum.

170. On March 24, 2023, the Pennsylvania Lawyers Fund for Client Security awarded Mr. Tomes \$1,125 for his claim against Respondent.

CHARGE V: THE DAVID SHOLTIS MATTER

171. On June 22, 2017, David Sholtis and his wife, Shawna Sholtis (hereafter, Mr. Sholtis and Mrs. Sholtis) met with Respondent regarding the filing of a petition to expunge Mr. Sholtis' record of a juvenile mental health commitment.

172. Respondent agreed to undertake representation of Mr. Sholtis in the expungement matter and stated that his fee would be \$750.

173. Respondent had not previously represented Mr. Sholtis and he did not place the basis or rate of his fee in writing at that meeting or within a reasonable amount of time after commencing the representation of Mr. Sholtis.

174. On June 22, 2017, Mr. Sholtis provided Respondent with a check made payable to Respondent, in the amount of \$750, as payment of the fee for representation in the expungement matter.

175. Shortly thereafter, Respondent negotiated the \$750 check, but did not deposit the proceeds into his IOLTA or a separate and segregated account.

176. At Respondent's direction, Mr. Sholtis requested all of his medical records and met with a counselor to have an evaluation done.

177. Thereafter, Mr. Sholtis provided Respondent with the medical records and the completed evaluation.

178. Despite having been paid and provided with medical records and a completed evaluation, Respondent took no action to move the Sholtis matter forward.

179. Respondent failed to reply to Mr. Sholtis' requests for information and failed to provide him with status updates regarding the expungement matter.

180. On August 21, 2018, almost a full year after Respondent had been paid and been provided with the records, evaluation, and other information, Mrs. Sholtis, on behalf of her husband, sent Respondent an email in which, she:

(a) Confirmed that she had spoken to Respondent a few weeks prior, briefly discussing her husband's case and Respondent requested that she send Respondent a quick email to update/refresh Respondent about the case;

(b) Stated in the summer of 2017 they met with Respondent and discussed the following situation in regard to Respondent's representation of Mr. Sholtis:

(i) Before Mr. Sholtis' 18th birthday, he got into a physical altercation with his brother/mom at their home, the police were called and they took Mr. Sholtis to the hospital then to Western Psych (those records were, at Respondent's prior request, already sent to Respondent);

(ii) Mr. Sholtis then joined the Marine Corps, deployed to Afghanistan, and was Honorably Discharged as a Sergeant after his military service contract expired (those service records were also previously sent to Respondent's office);

(iii) To date, Mr. Sholtis has been unable to purchase a firearm or obtain a permit to carry as the commitment at Western Psych remained on his record;

(iv) In July of 2017, he was let go from his job as a wireline operator due to his inability to pass an ATF background check; and

(c) As previously stated, both the Western Psychiatric records and the Marine Corps records as well as a completed evaluation were provided to Respondent as requested shortly after Respondent was paid.

181. On August 21, 2018, Respondent responded to Mrs. Sholtis by email in which Respondent:

(a) Thanked her for the summary and stated that Respondent would need to start finishing Mr. Sholtis' 302 expungement;

(b) Requested that she stay in contact with Respondent and provide both a phone number and address via email one more time so that Respondent could confirm everything is correct; and

(c) Stated that Respondent looked forward to getting the matter resolved soon.

182. On August 21, 2018, Mrs. Sholtis provided Respondent with their current address of 58 Manor Road, Donora, PA 15033, cell phone numbers and emails to reach both her and Mr. Sholtis.

183. On numerous occasions over the next two years both Mr. and Mrs. Sholtis tried to communicate with Respondent, by email, text message, and/or telephone calls in an effort to find out the status of the filing of the expungement.

184. On the occasions that Respondent replied to their inquiries his frequent response was that he would soon have everything he needed and/or

he would blame the lack of support staff for why things had not been moving forward.

185. On January 21, 2020, by text message to Respondent, Mrs. Sholtis:

(a) Told Respondent that both she and her husband have been trying to reach Respondent in regard to the status of his expungement;

(b) That it has been going on three years now with no action;

(c) They have tried to be really patient but this was unreal; and

(d) Inquired as to whether or not Respondent no longer wanted to handle this matter as they would come and pick up all their paperwork and find someone else to file the expungement on her husband's behalf.

186. On or about February 2020, Mr. Sholtis again questioned Respondent as to why there was no progress on the filing of his expungement of the mental health commitment.

187. Respondent responded to Mr. Sholtis by stating that additional funds were necessary in the amount of \$750 to file the case.

188. On February 14, 2020, Mr. Sholtis provided Respondent with an additional \$750 and received a receipt for the payment via "mycase" from the Law Office of Christopher Urbano.

189. Thereafter, despite having been paid the additional \$750 Respondent did not promptly file the petition for expungement on behalf of Mr. Sholtis.

190. On April 28, 2021, over four years after Respondent initially undertook the representation, Respondent filed on behalf of Mr. Sholtis, in the Court of Common Pleas of Allegheny County, Orphans Court Division, at case docket number CC 0400729 a Petition to Expunge Civil Mental Health Commitment.

191. Over the next several months Mrs. Sholtis tried, to no avail, to contact Respondent by various means to find out when a court date would be scheduled.

192. Sometime in October 2021, Respondent gave Mr. and Mrs. Sholtis notice of a hearing date set for October 21, 2021.

193. On October 18, 2021, Mr. and Mrs. Sholtis received some paperwork in the mail in regard to the hearing and it noted that the hearing was scheduled for October 20, 2021, not October 21st as was stated by Respondent.

194. At the October 20th hearing, opposing counsel argued to the Court that too much time had passed between the §302 commitment of Mr. Sholtis in 2004 and the current date and as a result the commitment could not be expunged.

195. Although Respondent incorrectly filed the Petition, the Court gave Mr. Sholtis a continuance to refile a "6111" (18 Pa.C.S.A. §6111.1) to obtain the mental health expungement hearing.

196. After the hearing, Respondent promised Mr. and Mrs. Sholtis that he would file the corrected petition for expungement over the weekend.

197. Respondent did not file the corrected expungement petition on behalf of Mr. Sholtis.

198. On April 26, 2022, Respondent represented to Mr. Sholtis that in fact he had refiled the corrected Petition for Expungement of Civil Mental Health Commitment and was just waiting for a court date.

199. Respondent never filed a corrected Petition for Expungement of Civil Mental Health Commitment and there was no court date.

200. Respondent's representations to Mr. and Mrs. Sholtis about having filed a corrected petition were false.

201. Shortly thereafter, Mr. and Mrs. Sholtis requested the return of their file and reimbursement of the \$1,500 they had paid.

202. Mr. and Mrs. Sholtis retained new counsel to file the Petition for Expungement of a Mental Health Commitment and requested the return of their file.

203. Respondent failed to return their file or refund any portion of the money he had been paid.

204. On May 22, 2023, ODC sent Respondent a DB7 Request for Statement of Respondent's Position by certified mail which was accepted on May 24, 2023.

205. Respondent has failed to provide a Statement of Position.

206. By his conduct as alleged in Paragraphs 6 through 205 above, Respondent violated the following Rules of Professional Conduct and Rules of Disciplinary Enforcement:

(a) Rule of Professional Conduct 1.1 - 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) Rule of Professional Conduct 1.3 - A lawyer shall act with reasonable diligence and promptness in representing a client.

(c) Rule of Professional Conduct 1.4(a)(3) - A lawyer shall keep the client reasonably informed about the status of the matter.

(d) Rule of Professional Conduct 1.4(a)(4) - A lawyer shall promptly comply with reasonable requests for information.

(e) Rule of Professional Conduct 1.5(b) - 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.

(f) Rule of professional Conduct 1.15(b) - A lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded.

(g) Rule of Professional Conduct 1.15(c) - Complete records of the receipt, maintenance, and disposition of Rule 1.15 Funds and property shall be preserved for a period of five years after termination of the client-lawyer or Fiduciary relationship or after distribution or disposition of the property, whichever is later. A lawyer shall maintain the writing required by Rule 1.5(b) (relating to the requirement of a writing communicating the basis or rate of the fee) and the records identified in Rule 1.5(c) (relating to the requirement of a written fee agreement and distribution statement in a contingent fee matter).

(h) Rule of Professional Conduct 1.15(e) - 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) Rule of Professional Conduct 1.15(i) - A lawyer shall deposit into a Trust Account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred, unless the client gives informed consent, confirmed in writing, to the handling of fees and expenses in a different manner.

(j) Rule of Professional Conduct 1.16(d) - 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.

(k) Rule of Professional Conduct 3.3(a)(1) - 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.

(l) Rule of Professional Conduct 8.4(c) - It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

(m) Rule of Professional Conduct 8.4(d) - It is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

(n) Rule of Disciplinary Enforcement 203(b)(3) - The following shall also be grounds for discipline: Willful violation of any other provision of the Enforcement Rules.

(o) Rule of Disciplinary Enforcement 203(b)(7) - The following shall also be grounds for discipline: Failure by a respondent-attorney without good cause to respond to Disciplinary Counsel's request or supplemental request under Disciplinary Board Rules, § 87.7(b) for a statement of the respondent-attorney's position.

(p) Rule of Disciplinary Enforcement 221(g)(1) - The records required to be maintained by Pa.R.P.C. 1.15 shall be readily accessible to the lawyer and available for production to the Pennsylvania Lawyers Fund for Client Security and the Office of Disciplinary Counsel in a timely manner upon request or demand by either agency made pursuant to these Enforcement Rules, the Rules of the Board, the Pennsylvania Lawyers Fund for Client Security Board Rules and Regulations, agency practice, or subpoena. Upon a request by Disciplinary Counsel under this subdivision (g), which request may take the form of a letter to the respondent-attorney briefly stating the basis for the request and identifying the type and scope of the records sought to be produced, a respondent-attorney must produce the records within

ten business days after personal service of the letter on the respondent-attorney or after the delivery of a copy of the letter to an employee, agent or other responsible person at the office of the respondent-attorney as determined by the address furnished by the respondent-attorney in the last registration form filed by the respondent-attorney pursuant to Enforcement Rule 219(c), but if the latter method of service is unavailable, within ten business days after the date of mailing a copy of the letter to the last registered address or addresses set forth on the form.

(q) Rule of Disciplinary Enforcement 221(g)(2) - The records required to be maintained by Pa.R.P.C. 1.15 shall be readily accessible to the lawyer and available for production to the Pennsylvania Lawyers Fund for Client Security and the Office of Disciplinary Counsel in a timely manner upon request or demand by either agency made pursuant to these Enforcement Rules, the Rules of the Board, the Pennsylvania Lawyers Fund for Client Security Board Rules and Regulations, agency practice, or subpoena. When Disciplinary Counsel's request or demand for Pa.R.P.C. 1.15 records is made under an applicable provision of the Disciplinary Board Rules or by subpoena under Enforcement Rule 213(a), the respondent-attorney must produce the records and must do so within the time frame established by those rules.

WHEREFORE, Petitioner prays that 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 _____

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BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner :

No. DB 2023

v. :

CHRISTOPHER NICHOLAS URBANO, : Attorney Registration No. 91466

Respondent : (Allegheny County)

VERIFICATION

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.

11/3/23

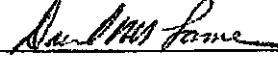
Date



David M. Lame
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: David M. Lame
Signature: 
Name: David M. Lame
Attorney No. (if applicable): 49531