

BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL :  
Petitioner :  
: No. 177 DB 2023  
v. :  
: Attorney Registration No. 51982  
TIMOTHY M. KOLMAN :  
Respondent : (Bucks County)

**ORDER**

AND NOW, this 26<sup>th</sup> day of December, 2023, in accordance with Rule 215(g), Pa.R.D.E., the three-member Panel of the Disciplinary Board having reviewed and approved the Joint Petition in Support of Discipline on Consent filed in the above captioned matter; it is

ORDERED that TIMOTHY M. KOLMAN be subjected to a **PUBLIC REPRIMAND** by the Disciplinary Board of the Supreme Court of Pennsylvania as provided in Rule 204(a) and Rule 205(c)(9) of the Pennsylvania Rules of Disciplinary Enforcement.

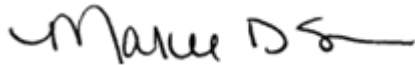
BY THE BOARD:



\_\_\_\_\_  
Board Chair

TRUE COPY FROM RECORD

Attest:



\_\_\_\_\_  
Marcee D. Sloan  
Board Prothonotary  
The Disciplinary Board of the  
Supreme Court of Pennsylvania

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

OFFICE OF DISCIPLINARY COUNSEL, : No. DB 2023  
Petitioner :  
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v. :  
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: :  
: Attorney Reg. No. 51982  
TIMOTHY M. KOLMAN, :  
Respondent : (Bucks County)

**JOINT PETITION IN SUPPORT OF DISCIPLINE ON CONSENT  
PURSUANT TO Pa.R.D.E. 215(d)**

Petitioner, the Office of Disciplinary Counsel ("ODC"), by Thomas J. Farrell, Chief Disciplinary Counsel and Mark Gilson, Disciplinary Counsel, and Respondent, Timothy M. Kolman, Esquire ("Respondent"), by his counsel, Samuel C. Stretton, Esquire, respectfully petition the Disciplinary Board in support of discipline on consent, pursuant to Pennsylvania Rule of Disciplinary Enforcement ("Pa.R.D.E.") 215(d), and in support thereof state:

**PARTIES TO DISCIPLINE ON CONSENT**

1. Pursuant to Pa.R.D.E. 207, ODC, whose principal office is situated at Office of Chief Disciplinary Counsel, Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, Pennsylvania, 17106, is invested with the power

**FILED  
12/15/2023  
The Disciplinary Board of the  
Supreme Court of Pennsylvania**

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 provisions of the Enforcement Rules.

2. Respondent was born on August 3, 1952, is 71 years old, and was admitted to the Bar of the Commonwealth of Pennsylvania on May 11, 1988. Respondent is on active status in Pennsylvania, and his registered address is Kolman Law, P.C., 414 Hulmeville Avenue, Penndel, PA 19047.

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

**SPECIFIC FACTUAL ALLEGATIONS ADMITTED**

4. Respondent's affidavit stating, *inter alia*, his consent to the recommended discipline is attached as Exhibit A.

**Complaint of Jonathan L. Rishel (C2-22-710)**

5. In March 2022, Complainant, Jonathan L. Rishel, contacted Respondent for advice regarding three potential legal matters: 1) a referral to federal prosecutors requesting their investigation of an incident involving the theft of Mr. Rishel's mail, mail fraud, and identity theft; 2) Respondent's assistance in resolving a dispute between Mr. Rishel and a private gun club of which Mr. Rishel was a member; and 3) a wrongful termination/employment discrimination lawsuit to be filed against

Mr. Rishel's former employer.

6. Respondent provided Mr. Rishel an *Engagement Letter for Case Appraisals*, and charged \$2,500.00 to review the documentation, evaluate each matter, and provide an opinion regarding the viability and potential resolution for each case. Mr. Rishel paid Respondent's fee in full.

7. Following a preliminary review of the documentation, Respondent recommended writing separate letters for two of the matters: a letter to the U.S. Attorney's Office suggesting a possible criminal investigation into the theft of Mr. Rishel's mail, and another letter to the private gun club addressing the underlying dispute. Respondent informed Mr. Rishel he would require an additional \$500.00 to write each letter. Mr. Rishel paid Respondent \$1,000.00; however, Respondent failed to write the letters. Respondent did not make any recommendation concerning the viability of a potential wrongful termination lawsuit.

8. Over the course of the next five months, Respondent failed to respond to Mr. Rishel's repeated requests for information or updates regarding the status of his legal matters. On August 13, 2022, Mr. Rishel filed a complaint with ODC.

9. By letter dated June 5, 2023, ODC provided Respondent a *DB-7 Request for Statement of Respondent's Position* letter setting

forth the factual averments regarding his alleged misconduct and violations of the Rules of Professional Conduct.

10. In a counseled *Statement of Position in Response to DB-7 Request* letter dated July 12, 2023, Respondent admitted his misconduct and accepted responsibility for his lack of diligence, neglect, failure to maintain reasonable communication with Mr. Rishel, and failure to as he put it, "perform what he agreed to do." Respondent apologized for his conduct, and expressed remorse and regret for his actions.

11. Respondent also took remedial measures and hired another paralegal to assist him in his practice, reduced his caseload, and issued a full refund in the amount of \$3,500.00 to Mr. Rishel.

**Complaint of Tammy L. Saunders (C2-22-1137)**

12. On February 5, 2019, Complainant, Ms. Tammy L. Saunders, consulted Respondent concerning a possible employment discrimination/wrongful termination case to be filed against her former employer. Acting on Respondent's advice, Ms. Saunders rejected the employer's offer of severance pay in the amount of \$37,829.93, and instead chose to retain Respondent and pursue a lawsuit.

13. Respondent provided Ms. Saunders a written contingent fee agreement in which Respondent's attorney's fee was to be 40% of any recovery. In return for Ms. Saunders' agreement to forgo

severance pay, Respondent agreed that prior to taking his fee he would first deduct an amount equal to the proffered severance pay (\$37,830.00) from any recovery/settlement received in the case and provide that amount to Ms. Saunders.

14. Respondent filed a lawsuit in federal court alleging discrimination and wrongful termination (hereinafter "the employment discrimination lawsuit"); however, on March 21, 2021, a federal court judge issued an order granting defendant's motion for summary judgment and dismissed the case. Following Respondent's advice, Ms. Saunders chose not to file an appeal. As a result, the case was dismissed without any recovery.

15. Approximately two weeks later on April 7, 2021, Respondent filed a second lawsuit on Ms. Saunders' behalf in the Philadelphia Court of Common Pleas against the employer alleging the employer's conversion of invested incentive units Ms. Saunders had acquired in the company during her employment (hereinafter, "the conversion lawsuit").

16. Respondent failed to provide Ms. Saunders a written fee agreement establishing the basis or rate for his attorney's fees for the conversion lawsuit.

17. Shortly after the conversion lawsuit was filed, on June 22, 2021, Ms. Saunders received a letter from her former employer that was mailed directly to her (and not to Respondent) informing

Ms. Saunders that her former company had recently been acquired by another corporate entity, and as a result Ms. Saunders was entitled to receive a distribution in the amount of \$92,645.00 for the invested units she had accumulated in the company during her employment.

18. Ms. Saunders' entitlement to this distribution was purportedly unrelated to and separate from the conversion lawsuit Respondent had filed, and apparently did not occur as result of any effort undertaken by Respondent. Rather, the distribution was the result of the company having been acquired, and the offer was available and provided to all employees who possessed invested units in the company at the time of the acquisition.

19. Ms. Saunders, however, believed the distribution occurred as a result of the conversion lawsuit, and she provided the letter to Respondent and requested his advice regarding whether or not to accept the proposed distribution. Respondent advised Ms. Saunders that she should accept the distribution, and she agreed to do so.

20. By letter dated June 28, 2021, Respondent contacted defense counsel representing the company in the conversion lawsuit, admonished counsel for contacting his client directly, and informed counsel the "Offer to Settle...and the sum offered is acceptable" to his client.

21. Shortly thereafter, Respondent provided Ms. Saunders a distribution statement establishing his entitlement to a 40% contingency fee of the "settlement" funds. Respondent did so despite the fact that he did not have a written contingency fee agreement with Ms. Saunders for the conversion case.

22. Ms. Saunders signed the distribution statement under protest based on her belief that the terms of the only written fee agreement provided to her by Respondent for the employment discrimination lawsuit also applied to the conversion lawsuit. Based on her belief, Ms. Saunders contended that Respondent had agreed to deduct \$37,830.00 (the amount representing her severance pay) from any recovery before taking his attorney's fee, and the distribution statement Respondent provided her did not reflect that he had deducted that amount before taking his fee.

23. Ms. Saunders did not object to Respondent taking an attorney's fee in the conversion case. Ms. Saunders only objected to Respondent's failure to deduct an amount equal to her severance pay before taking his fee.

24. In reply to Ms. Saunders' objection, Respondent acknowledged the terms of the prior written fee agreement, but informed Ms. Saunders that fee agreement only applied to her "discrimination case...[and] that case was lost on summary judgment (and we took the hit with regard to costs)." Respondent



explained to Ms. Saunders that "[r]etrieving your shares was a completely different case," and justified his fee on the basis that "the Firm took some risk...not to mention the complex research and letters sent," and further insisted that "[g]iven the risk, the creativity and the work, I think our fee is well-deserved under the circumstances."

25. In his response, Respondent did not mention that he failed to provide Ms. Saunders with a written contingency fee agreement for the conversion lawsuit, or otherwise refer to any agreement or understanding he had with Ms. Saunders that would justify his position that he was entitled to a 40% contingent fee.

26. Respondent subsequently provided defense counsel his banking information and requested the distribution be sent to him in the following amounts: \$54,799.72 to Ms. Saunders, and \$37,845.32 to him. Distribution of the funds in those amounts was provided to Respondent on August 9, 2021.

27. On December 22, 2022, Ms. Saunders filed a complaint with ODC. Still laboring under her mistaken belief that: 1) the distribution was the result of a "settlement" of the conversion lawsuit; and 2) the fee agreement from the employment discrimination lawsuit governed the division of funds between her and Respondent in connection with the conversion lawsuit, Ms. Saunders alleged Respondent had unjustly enriched himself by

failing to deduct an amount equal to her severance pay from the recovery before taking his fee. Ms. Saunders claimed Respondent had unjustly enriched himself by approximately \$16,000.00 when he failed to deduct an amount equal to \$37,830.00 from the recovery before taking his contingent fee, but apparently agreed Respondent would have been entitled to attorney's fees of approximately \$22,000.00 in the conversion lawsuit.

28. By letter dated September 6, 2023, ODC provided Respondent a *DB-7 Request for Statement of Respondent's Position* letter setting forth the factual averments regarding his alleged misconduct and the relevant violations of the Rules of Professional Conduct.

29. In a counseled *Statement of Position in Response to DB-7 Request* letter dated October 3, 2023, Respondent admitted he failed to provide Ms. Saunders a written contingency fee agreement for the conversion lawsuit. However, Respondent defended his fee by explaining he had previously represented Ms. Saunders in the first case on the basis of a 40% contingency fee, and insisted he had an oral agreement with Ms. Saunders for a similar contingency fee in the conversion lawsuit, but he neglected to "memorialize this in writing."

30. Respondent further denied misleading Ms. Saunders or misrepresenting that the distribution was a "settlement" in order

to collect an attorney's fee. In his reply, Respondent stated he "disputes the suggestion that Ms. Saunders was going to get the share distribution without his help." Respondent maintained that Ms. Saunders' former employer had "misled the Respondent repeatedly on the shares until he filed the Conversion Suit." Respondent explained that during the litigation for the first employment discrimination lawsuit, the company misled Ms. Saunders about whether she owned or was entitled to compensation for any invested units, and that is why it was necessary to file the conversion lawsuit. Respondent took the position that it was shortly after and only because of the conversion lawsuit that the company finally agreed to compensate Ms. Saunders for her invested units, and insisted "[t]his was all interconnected." Respondent also pointed to the fact that Ms. Saunders was required to sign a release agreeing to discontinue the conversion lawsuit before she received any funds from the company as further support for his position that the distribution was related to his efforts and the lawsuit he filed.

31. Ms. Saunders also filed a claim with the Pennsylvania Lawyers Fund for Client Security (hereinafter, "the Fund") alleging Respondent had unjustly enriched himself by taking an excessive fee. Although Ms. Saunders only sought an award from the Fund for an amount she believed Respondent had unjustly enriched

himself—approximately \$16,000.00—the Fund ultimately determined Respondent was not entitled to receive any attorney's fees in the matter, and awarded Ms. Saunders the full amount of \$37,845.32.

32. In reaching this result, the Fund determined the company's distribution to Ms. Saunders for her invested units was unconnected and unrelated to the conversion lawsuit or any effort on the part of Respondent, and the only legal service Respondent provided in connection with the distribution was to "read a letter" provided to him by Ms. Saunders concerning the proposed distribution. As a result, the Fund found Respondent's fee to be unearned and excessive.

33. In his DB-7 Answer, Respondent admitted to violating Rule 1.5(c) by failing to provide a written contingency fee agreement to Ms. Saunders. In addition, Respondent stated he "learned from this [experience]" expressed his willingness to return his fee to Ms. Saunders, and promised to cooperate with ODC in its investigation.

34. To that end and because the Fund's Board had approved the award and the Fund had already disbursed the money to Ms. Saunders, on October 31, 2023, Respondent took remedial action and, pursuant to the Fund's instructions, issued a check in the amount of \$37,845.32 to the Fund.

35. Accordingly, Ms. Saunders' received the full amount of

the distribution for her invested units via the Fund's award, and the Fund was fully reimbursed by Respondent. Respondent, however, did not receive any compensation for his representation of Complainant in either of her two legal matters.

**SPECIFIC RULES OF PROFESSIONAL MISCONDUCT VIOLATED**

36. By his conduct as set forth in paragraphs 5 through 35 above, Respondent acknowledges he violated the following Rules of Professional Conduct:

- a. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
- b. 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;
- 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 requires a lawyer to promptly comply with reasonable requests for information from the client;
- e. RPC 1.5(a), which states, in part, that a lawyer shall not enter into an agreement for, charge or collect an illegal or excessive fee;

- f. RPC 1.5(b), which requires a lawyer to provide the client a writing that states the basis or rate of the lawyer's fee; and
- g. RPC 1.5(c), which states, in part, that a contingent fee agreement shall be in writing and shall state the method to which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of a settlement, trial, appeal or other recovery.

**JOINT RECOMMENDATION FOR DISCIPLINE**

37. ODC and Respondent jointly submit that Respondent is a suitable candidate to receive public discipline in the form of a public reprimand before the Disciplinary Board.

38. Respondent hereby consents to the discipline being imposed upon him by the Disciplinary Board of the Supreme Court of Pennsylvania. Attached to this Petition as Exhibit A is Respondent's executed Affidavit required by Pa.R.D.E. 215(d)(1) through (4).

39. In support of this Joint Petition, ODC and Respondent respectfully submit the following mitigating factors are present:

- a. Respondent is 71 years old, has been practicing over 35 years, and has no prior record of misconduct;
- b. Respondent has admitted his misconduct and acknowledged his mistakes;

- c. Respondent has accepted responsibility for his wrongdoing;
- d. Respondent has expressed remorse and apologized for his actions;
- e. Respondent took remedial action, and either issued a full refund of all attorney's fees to Mr. Rishel, or fully reimbursed the Fund;
- f. Respondent cooperated with Disciplinary Counsel in its investigation; and
- g. Respondent has expressed his willingness to accept public discipline in the form of a public reprimand.

40. Respondent's misconduct in these two matters involved:

- 1) a lack of diligence and neglect of Mr. Rishel's legal matter as well as the failure to reasonably communicate with Mr. Rishel; and
- 2) his failure to have a written contingency fee agreement resulting in his taking an unearned, excessive fee in Ms. Saunders' case. Respondent's misconduct is deserving of public discipline.

41. However, there is significant mitigation present in the form of Respondent's age; lack of prior discipline in over 35 years; acknowledgement of wrongdoing and willingness to accept public discipline; expressions of remorse and regret; remedial actions by either issuing a full refund to his client of all attorney's fees, or fully reimbursing the Fund, as well as hiring additional staff to assist him in his practice; and cooperation with disciplinary authorities that militate against the imposition of more severe discipline in the form of a suspension. **See Office**

**of Disciplinary Counsel v. Michael S. Geisler**, 614 A.2d 1134, 1136 (Pa. 1992) (acknowledgement of responsibility and remorse and cooperation with Disciplinary Counsel recognized as mitigating factors); **Office of Disciplinary Counsel v. Lawrence I. Rubin**, 90 DB 2010 (D.Bd. Rpt. Oct 11, 2011) (S.Ct. Order 2/6/12) (respondent's remorse and cooperation with disciplinary proceedings are mitigating factors); **see also Office of Disciplinary Counsel v. John William Eddy**, 143 DB 2019 (D.Bd Rpt. 3/24/21) (S.Ct. Order 6/4/21) (respondent's payment of restitution and the fact that "clients were made whole" is a mitigating factor); and **Office of Disciplinary Counsel v. Anthony Charles Mengine**, 66 DB 2017 (D.Bd. Rpt. 9/24/2019 at p. 55-56) (S. Ct. Order 11/26/20190 (restitution to clients "may properly be considered as mitigation").

42. Precedent indicates that a public reprimand may be appropriate for a lawyer whose present misconduct arises out of general neglect, deficient representation and failure to communicate in a client matter, even where the respondent-attorney has a prior record of discipline, which Respondent does not. **See Office of Disciplinary Counsel v. James J. Ruggiero**, 129 DB 2022, (D.Bd. Order 9/22/22) (public reprimand imposed on consent for respondent with prior record of private discipline (informal admonition) who engaged in misconduct involving incompetence,



neglect, and failure to communicate in two client matters); **Office of Disciplinary Counsel v. Kenneth Scott Saffren**, 168 DB 2021, (D.Bd. Order 1/24/22) (public reprimand imposed for respondent with prior record of public discipline (censure) who engaged in misconduct involving incompetence, neglect, and failure to communicate in a client matter); **Office of Disciplinary Counsel v. John Joseph Grenko**, 81 DB 2020, (D.Bd. Order 10/9/20) (public reprimand imposed on consent for respondent with prior record of private discipline (informal admonition) who engaged in neglect and failure to communicate in two client matters); **Office of Disciplinary Counsel v. Qawi Abdul-Rahman**, 57 DB 2020, (D.Bd. Order 4/23/20) (public reprimand imposed for respondent with a prior record of private discipline (informal admonition) who neglected a client's civil case, failed to communicate, and misrepresented the status of the case to the client); and **Office of Disciplinary Counsel v. Jeffrey Dean Servin**, 106 DB 2012, (public reprimand administered 11/16/12) (public reprimand imposed for respondent with a record of both public and private discipline (public reprimand and two informal admonitions) who, *inter alia*, failed to competently represent or communicate with his client or obtain the client's consent to settle the case and/or decline prosecution of the claims).

43. Similarly, precedent indicates that a public reprimand may be appropriate for a respondent-attorney whose misconduct involved, *inter alia*, failing to provide a fee agreement and charging and collecting an unearned, excessive fee from a client. ***See Office of Disciplinary Counsel v. George W. Bills, Jr., 63 DB 2021***, (D.Bd. Order 5/25/21) (public reprimand imposed on respondent with record of private discipline (informal admonition) who failed to provide a fee agreement and charged his client an unearned fee; respondent was also ordered to refund \$1,000.00 to client); ***Office of Disciplinary Counsel v. Robert Ira Lipkin, 120 DB 2018***, (D.Bd. Order 5/3/19) (public reprimand imposed on consent to respondent with no prior record of discipline who collected unearned, excessive fees in two client matters—one of which respondent also failed to provide a fee agreement; respondent issued a refund to one client and reimbursed the Client Security Fund in the amount of the award it had issued to the other client); ***Office of Disciplinary Counsel v. Carol Tatum Herring, 153 DB 2017***, (D.Bd. Order 10/16/17) (public reprimand imposed on respondent with no prior record of discipline who failed to provide fee agreements and attempted to charge clients an excessive fee in two clients matters); and ***Office of Disciplinary Counsel v. Venus Foster, 99 DB 2017***, (D.Bd. Order 4/23/20) (public reprimand imposed on consent for respondent with a record of private discipline

(informal admonition) who charged and collected a fee from her client that exceeded the percentage and amount agreed upon in the contingency fee agreement; respondent also agreed to refund the client the excess fee she had taken).

44. In these matters, Respondent's reply to the averments set forth in the two DB-7 letters demonstrate an understanding of his misconduct and an appropriate response to the allegations. When coupled with his professional background, age, length of practice without prior discipline—in addition to the fact that neither client suffered significant harm or permanent loss of their respective legal rights, and both clients were made whole in their respective cases—all serve to militate against the need to discipline Respondent more severely by suspending his law license.

Instead, the totality of circumstances presented in both of these disciplinary matters suggests lesser discipline in the form of a public reprimand is appropriate and will be sufficient to address and remediate the primary issues underlying Respondent's misconduct in these cases; namely, his lack of competence and diligence in attending to a client's matter; failure to reasonably communicate with his client; failure to provide a written contingency fee agreement establishing the basis or rate for his attorney's fees; and his collecting an unearned, excessive fee.

WHEREFORE, Petitioner and Respondent respectfully request pursuant to Pennsylvania Rules of Disciplinary Enforcement 215(e) and 215(g), that a three member panel of the Disciplinary Board review and approve the Joint Petition in Support of Discipline on Consent and Order that Respondent receive a public reprimand.

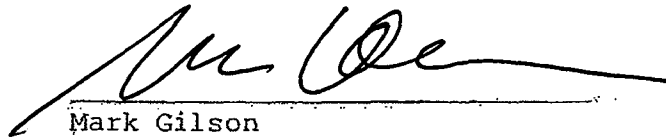
Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

THOMAS J. FARRELL  
Chief Disciplinary Counsel  
Attorney Registration Number 48976

12/14/23

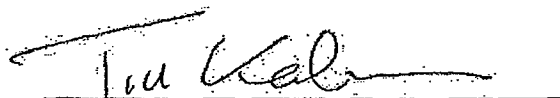
DATE



Mark Gilson  
Disciplinary Counsel  
Attorney Registration Number 46400  
Office of Disciplinary Counsel  
District I Office  
1601 Market Street  
Philadelphia, PA 19103

December 7, 2023

DATE



Timothy M. Kolman, Esquire  
Respondent  
Attorney Registration Number 51982

12/12/23

DATE



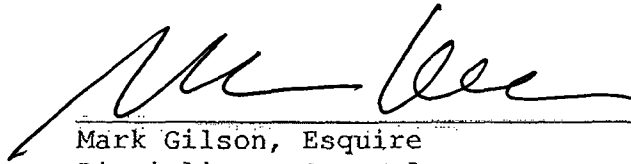
Samuel C. Stretton, Esquire  
Counsel for Respondent  
Attorney Registration Number 18491

VERIFICATION

The statements contained in the foregoing *Joint Petition In Support of Discipline on Consent* 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.A. §4904, relating to unsworn falsification to authorities.


12/14/23

DATE

  
\_\_\_\_\_  
Mark Gilson, Esquire  
Disciplinary Counsel

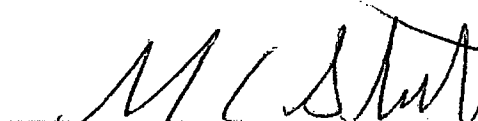
December 7, 2023

DATE

  
\_\_\_\_\_  
Timothy M. Kolman, Esquire  
Respondent

12/12/23

DATE

  
\_\_\_\_\_  
Samuel C. Stretton, Esquire  
Counsel for Respondent

# **EXHIBIT A**

BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No.	DB 2023
Petitioner	:		
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v.	:		
	:		
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	:	Attorney Reg. No.	51982
TIMOTHY M. KOLMAN,	:		
Respondent	:		(Bucks County)

**AFFIDAVIT UNDER RULE 215 (d), Pa.R.D.E.**

TIMOTHY M. KOLMAN, being duly sworn according to law, deposes and submits this affidavit consenting to the recommendation of a public reprimand in conformity with Pa.R.D.E. 215(d), and further states as follows:

1. He is an attorney admitted to the Bar of the Commonwealth of Pennsylvania on or about May 11, 1988.

2. He desires to submit a Joint Petition in Support of Discipline on Consent Pursuant to Pa.R.D.E. 215(d).

3. His consent 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 affidavit.

4. He is aware that there is presently pending a proceeding regarding allegations that he has been guilty of misconduct as set forth in the Joint Petition in Support of Discipline on Consent

Pursuant to Pa.R.D.E. 215(d) to which this affidavit is attached.

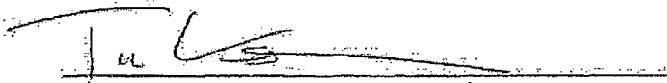
5. He acknowledges that the material facts set forth in the Joint Petition are true.

6. He submits this affidavit because he knows that if charges predicated upon the matter under investigation were filed, or continued to be prosecuted in the pending proceeding, he could not successfully defend against them.

7. He acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has retained, consulted, and acted upon the advice of Samuel C. Stretton, Esquire, in connection with his decision to execute the Joint Petition.

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

Signed this 12 day of December, 2023.

  
\_\_\_\_\_  
Timothy M. Kolman, Esquire

Sworn to and subscribed  
Before me on this 12  
day of December, 2023

  
\_\_\_\_\_  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Salma Ouadda, Notary Public  
Philadelphia County  
My Commission Expires April 1, 2026  
Commission Number 1418260



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

OFFICE OF DISCIPLINARY COUNSEL, : No. DB 2023  
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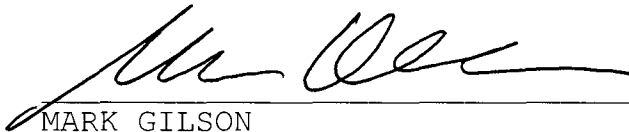
**CERTIFICATE OF SERVICE**

I hereby certify that I am this day serving the foregoing document upon all parties of record in this proceeding in accordance with the requirements of 204 Pa. Code §89.22 (relating to service by a participant).

First Class Mail and Email, as follows:

Timothy M. Kolman, Esquire  
c/o Samuel C. Stretton, Esquire  
103 South High Street  
P.O. Box 3231  
West Chester, PA 19381-3231  
strettonlaw.samstretton@gmail.com

Dated: 12/15/23

  
\_\_\_\_\_  
MARK GILSON

Disciplinary Counsel  
Office of Disciplinary Counsel  
District I Office  
1601 Market Street  
Philadelphia, PA 19103  
(215) 560-6296

**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: Mark Gilson

Attorney No.: 46400