

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 3101 Disciplinary Docket No. 3
 :
 Petitioner : No. 78 DB 2024
 :
 v. : Attorney Registration No. 206864
 :
 : (Bucks County)
 ALEXANDER GEOFFREY TUTTLE, :
 :
 Respondent :

ORDER

PER CURIAM

AND NOW, this 14th of April, 2025, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board, the Joint Petition in Support of Discipline on Consent is granted, and Alexander Geoffrey Tuttle is suspended on consent from the Bar of this Commonwealth for a period of one year and one day. 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 04/14/2025

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

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

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 78 DB 2024
Petitioner	:	
	:	
v.	:	Attorney Reg. No. 206864
	:	
ALEXANDER GEOFFREY TUTTLE,	:	
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 Elizabeth A. Livingston, Disciplinary Counsel, and Alexander G. Tuttle, Esquire (“Respondent”), 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:

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 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

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02/25/2025
**The Disciplinary Board of the
Supreme Court of Pennsylvania**

disciplinary proceedings brought in accordance with the various provisions of the Enforcement Rules.

2. Respondent was born in 1981 and was admitted to practice law in the Commonwealth of Pennsylvania on October 12, 2007. Respondent is on active status and his last registered address is 196 W. Ashland Street, Doylestown, Pennsylvania, 18901.

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

SPECIFIC FACTUAL ALLEGATIONS ADMITTED
AND RELATED RULE VIOLATIONS

4. At all relevant times, Respondent owned and operated the Law Offices of Alexander G. Tuttle a/k/a Tuttle Legal.

5. From approximately 2009 to June 2022, Respondent employed Ashley Tuttle as Respondent's office manager/administrator and legal secretary.

6. At all relevant times, Ms. Tuttle was Respondent's wife.

7. At all relevant times, Ms. Tuttle had access to Respondent's email (agt@tuttlelegal.com).

8. From approximately 2017 to 2021, Respondent employed Jay Burkos as a paralegal.

9. At all relevant times, Respondent had direct supervisory authority over Mr. Burkos and Ms. Tuttle.

10. At all relevant times, Respondent used MyCase practice management software (“MyCase”) to manage his cases and to provide clients with documents in their client files.

*Complaint of Corrine Marsh
(Charge V of Petition for Discipline)*

11. On or about January 6, 2021, Russell Axelrod, Esquire filed a Complaint relating to a credit card matter, initiating *CitiBank, N.A. v. Corrine Marsh*, No. C-48-CV-2021-00128 in the Court of Common Pleas for Northampton County (the “CitiBank Civil Action”).

12. In February 2021, Ms. Marsh retained Respondent to represent her in the CitiBank Civil Action and in a possible Chapter 7 Bankruptcy.

13. Respondent or Respondent’s staff generated an Invoice No. 12588 dated February 11, 2021 charging Ms. Marsh a \$1,750.00 flat fee and a bankruptcy court filing fee of \$338.00 – for a total charge of \$1,838.00 – for the possible Chapter 7 Bankruptcy.

14. Invoice No. 12588 reported a \$250.00 discount on Respondent’s flat fee for a Chapter 7 Bankruptcy.

15. On February 24, 2021, at approximately 10 a.m., Respondent had a phone consultation with Ms. Marsh and her husband, Scott Marsh, Jr., and discussed the CitiBank Civil Action and a possible Chapter 7 Bankruptcy.

16. Respondent required a \$500 advance fee for his representation in the CitiBank Civil Action.

17. Respondent and Ms. Marsh agreed that she only would need to pay Respondent the \$1,838.00 requested on Invoice No. 12588 if she later decided to pursue a Chapter 7 Bankruptcy.

18. On or about February 25, 2021, Respondent entered into an Engagement Agreement with Ms. Marsh (the “Marsh Engagement Agreement”) relating to the CitiBank Civil Action.

19. Regarding scope of services, the Marsh Engagement Agreement provided, *inter alia*:

Tuttle Legal will perform the legal services relating to the defense of the Citibank action brought against you in Northampton County, PA. These services include the filing of relevant motions and defenses, as well as settlement work (if necessary), and any advice for this matter.

20. The Marsh Engagement Agreement further stated, *inter alia*:

A fee in the amount of \$500 will secure the representation of Tuttle Legal for these legal services. In the event we file the Chapter 7

Bankruptcy that we initially planned to file, \$250 of this \$500 will be deducted from the \$1750 attorney fee. If you do not file the bankruptcy, the fee for this representation is the \$500.

Additionally, in flat fee cases, the total of our fee is deemed to be earned after we prepare the initial filing for the Court. If this is an issue, we can switch to represent you hourly, but this needs to be decided on before moving forward with this agreement.

21. On or about February 25, 2021:
 - a. Ms. Marsh paid Respondent's \$500.00 advance fee;
 - b. Respondent or Respondent's law firm staff provided Ms. Marsh with the ability to access documents and information regarding her legal matters using MyCase; and,
 - c. Respondent entered his appearance on behalf of Ms. Marsh and filed Preliminary Objections to the Complaint in the CitiBank Civil Action.
22. On February 26, 2021, Respondent filed a Brief in Support of Preliminary Objections to the Complaint in the CitiBank Civil Action.
23. On May 13, 2021, Mr. Axelrod filed an Amended Complaint in the CitiBank Civil Action.
24. On July 6, 2021, Respondent filed an Answer to the Amended Complaint in the CitiBank Civil Action.

25. Respondent provided Ms. Marsh with copies of documents Respondent filed in the CitiBank Civil Action through MyCase.

26. Thereafter, Respondent took no further action in the CitiBank Civil Action.

27. By Order dated February 8, 2022, which was docketed on February 9, 2022, the Court discontinued the CitiBank Civil Action.

28. On March 7, 2022, Mr. Axelrod filed a Combined Motion to Reinstate and Motion for Reconsideration of the Order Discontinue, with a Brief in Support of the Combined Motion, in the CitiBank Civil Action.

29. Respondent had notice of the Combined Motion to Reinstate and Motion for Reconsideration of the Order to Discontinue in the CitiBank Civil Action.

30. Respondent failed to respond to behalf of Ms. Marsh to the Combined Motion to Reinstate and Motion for Reconsideration of the Order to Discontinue in the CitiBank Civil Action.

31. On or about March 7, 2022, Jesse Calvin Markley, Esq. filed a civil complaint, initiating *Ford Motor Credit Company, LLC v. Corrine Marsh*, No. MJ-03303-CV-0000045-2022 in Magisterial District Court No. 03-3-03 in Northampton County, Pennsylvania (the “Ford Motor CC Civil Action No. 1”).

32. On March 17, 2022, Ms. Marsh called Respondent's law office to discuss the Ford Motor CC Civil Action No. 1.

33. On March 21, 2022 at approximately 1 p.m., Respondent had a phone consultation with Ms. Marsh and told her Respondent would "take care of" the Ford Motor CC Civil Action No. 1 because "it would not be happening if she had filed for Chapter 7 Bankruptcy."

34. On April 6, 2022, Magisterial District Judge Alicia Rose Zito entered Default Judgment in the amount of \$3,605.75 against Ms. Marsh in the Ford Motor CC Civil Action No. 1.

35. Respondent never entered his appearance on behalf of Ms. Marsh in the Ford Motor CC Civil Action No. 1.

36. Respondent failed to provide Ms. Marsh with any legal analysis and advice relating to the Ford Motor CC Civil Action No.1, except he told her "filing bankruptcy in the near future would wipe out the debt."

37. On April 6, 2022 at approximately 11 a.m., Respondent had a phone consultation with Ms. Marsh, advised her to file for Chapter 7 Bankruptcy, and drafted a bankruptcy petition and supporting documents, e.g. a credit history.

38. On April 28, 2022, Ms. Marsh paid Respondent \$1,838.00 to represent her in a bankruptcy action and in satisfaction of Invoice No. 12588.

39. In April-May 2022, Ms. Marsh called Respondent twenty-five (25) times in attempts to discuss her legal matters. Respondent failed to return Ms. Marsh's calls.

40. On May 26, 2022, the Default Judgment in the amount of \$3,605.75 was certified to the Northampton County Court of Common Pleas in the Ford Motor CC Civil Action No. 1.

41. In or about May 2022, Respondent closed his Colmar, Pennsylvania law office without notice to Ms. Marsh and without providing her with his new contact information.

42. From approximately the end of May 2022 through mid-June 2022, Respondent traveled internationally to London and Romania.

43. On June-July 2022, Ms. Marsh called Respondent in attempts to discuss her legal matters. Respondent failed to return Ms. Marsh's calls.

44. From approximately August 2022 through September 2022, Respondent again traveled internationally to London and Romania.

45. On September 22, 2022, Ms. Marsh called Respondent.

46. By text message to Ms. Marsh dated September 22, 2022, Respondent wrote: "Hi Corrine, this is Alex Tuttle returning your call. Are you available tomorrow to go over everything?"

47. By text message to Respondent dated September 23, 2022, Ms. Marsh replied. "I am free after I get out of work at 4."

48. Respondent received but failed to respond to Ms. Marsh's September 23, 2022 text message.

49. On October 5, 2022, Ms. Marsh called Respondent.

50. On or about October 5, 2022, Ms. Marsh left Respondent a voicemail in which she said:

a. she wanted Respondent to call her back regarding "where we stood on the bankruptcy"; or

b. she wanted a refund of the money she had paid Respondent; and

c. if she did not hear back from Respondent, she would contact the Bar Association.

51. Respondent failed to return Ms. Marsh's October 5, 2022 call and voicemail.

52. After Ms. Marsh's October 5, 2022 voicemail, her MyCase access was revoked.

53. On or about October 28, 2022, Yale Darran Weinstein, Esq. filed a civil complaint, initiating *Ford Motor Credit Company, LLC v. Corrine Marsh*,

No. MJ-03303-CV-0000195-2022 in Magisterial District Court No. 03-3-03 in Northampton County, Pennsylvania (the “Ford Motor CC Civil Action No. 2”).

54. On November 28, 2022, Magisterial District Judge Alicia Rose Zito entered Default Judgment in the amount of \$6,854.09 against Ms. Marsh in the Ford Motor CC Civil Action No. 2.

55. On January 9, 2023, the Default Judgment in the amount of \$6,854.09 was certified to the Northampton County Court of Common Pleas in the Ford Motor CC Civil Action No. 2.

56. Respondent never entered his appearance on behalf of Ms. Marsh in the Ford Motor CC Civil Action No. 2.

57. Respondent failed to provide Ms. Marsh with any legal analysis and advice relating to the Ford Motor CC Civil Action No.2.

58. Despite having drafted a bankruptcy petition and having received payment in full, Respondent failed to initiate on behalf of Ms. Marsh a Chapter 7 Bankruptcy case.

59. Respondent admits that he effectively terminated his representation of Ms. Marsh because Respondent abandoned the representation.

60. Respondent admits that he failed to take steps to protect Ms. Marsh’s interests upon termination of the representation, such as giving

reasonable notice to Ms. Marsh which would allow her time to employ other counsel.

61. Respondent provided Ms. Marsh with minimal legal work in exchange for her \$1,838.00 advance payment of fees and costs and never initiated her Chapter 7 Bankruptcy.

62. Respondent admits that he failed to take steps to protect Ms. Marsh's interests upon termination of the representation by failing to promptly return the \$1,838.00 advance payment of his fees and expenses that were not earned or incurred.

63. Respondent admits that he abandoned his representation of Ms. Marsh.

64. The Marsh Engagement Agreement did not state that Respondent's legal fees were non-refundable, earned upon receipt, and would not be deposited into an attorney trust account or IOLTA.

65. Respondent admits that:

- a. he did not obtain Ms. Marsh's informed consent to deposit her advance payments of fees and costs in a non-trust account;
- b. he was obligated to deposit Ms. Marsh's advance payments of fees and costs in a trust account, to be withdrawn only as fees were earned or expenses incurred;

c. he deposited Ms. Marsh's advance payments of fees and costs in his operating account; and

d. he commingled Ms. Marsh's advance payments of fees and costs with Respondent's own funds and failed to identify and appropriately safeguard Ms. Marsh's funds.

66. Ms. Marsh submitted a claim to the Pennsylvania Lawyers Fund for Client Security regarding the advance fees that she had paid to Respondent for work on her credit card debt collection matters and Chapter 7 Bankruptcy.

67. About a month later, Respondent responded to Ms. Marsh's claim to the Fund, admitted he failed to file her Chapter 7 Bankruptcy and failed to appropriately communicate with her, and offered to provide Ms. Marsh with a \$1,838.00 refund, which he later provided.

68. Respondent did not provide a refund to Ms. Marsh before she filed a complaint with ODC and submitted a claim to the Fund.

69. Ms. Marsh provided telephone records to ODC showing all of the calls that she made to Respondent.

70. If this matter were to proceed to a disciplinary hearing, Ms. Marsh would testify as an ODC witness to the above-stated facts and events.

71. By his conduct as alleged in Paragraphs 11 through 70 above, Respondent has violated the following Rules of Professional Conduct:

A. RPC 1.1, which provides that a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

B. RPC 1.3, which provides that a lawyer shall act with reasonable diligence and promptness in representing a client.

C. RPC 1.4(a)(1), which provides that a lawyer shall promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules.

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

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

F. RPC 1.4(a)(4), which provides that a lawyer shall promptly comply with reasonable requests for information.

G. RPC 1.4(b), which provides that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

H. RPC 1.5(a), which states that a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee.

I. RPC 1.15(b), which provides that 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.

J. RPC 1.15(i), which states that 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.

K. RPC 1.5(l), which states that all Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also Qualified Funds, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable

to the entrustment or the terms of the instrument governing the Fiduciary Funds.

L. RPC 1.16(a)(2) which states that except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client.

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

N. RPC 3.2, which provides that a lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

O. RPC 5.3(b), which provides that, with respect to a nonlawyer employed or retained by or associated with a lawyer, a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer.

*Complaint of Abeer Karzoun
(Charge IV of the Petition for Discipline)*

72. On or about February 16, 2022, Michael Schuman, Esquire and Jonathan Paul Cawley, Esquire filed a Complaint relating to a credit card matter, initiating *Capital One Bank, U.S.A., N.A. v. Abeer Karzoun*, No. 2022-02206 in the Court of Common Pleas for Montgomery County (the "Capital One Civil Action").

73. In early May 2022, after an introductory conference call, Ms. Karzoun retained Respondent to represent her in the Capital One Civil Action.

74. The introductory conference call is the only time that Ms. Karzoun talked with Respondent.

75. On or about May 11, 2022, Respondent entered into an Engagement Agreement with Ms. Karzoun (the “Karzoun Engagement Agreement”) relating to the Capital One Civil Action.

76. The Karzoun Engagement Agreement stated: “An advance payment of the amount of \$1000 is required. This amount will secure the representation of Tuttle Legal for this case.”

77. On or about May 16, 2022, Ms. Karzoun paid Respondent’s \$1,000.00 retainer by credit card.

78. In mid-May 2022, Ms. Karzoun travelled outside of the United States for business reasons.

79. Ms. Karzoun expected Respondent to handle on her behalf the Capital One Civil Action while she was traveling internationally.

80. Respondent never entered his appearance on behalf of Ms. Karzoun in the Capital One Civil Action.

81. Respondent never filed a response to the Complaint in the Capital One Civil Action.

82. Respondent never provided any legal services in connection with the Capital One Civil Action.

83. In or about May 2022, Respondent closed his Colmar, Pennsylvania law office without notice to Ms. Karzoun and without providing her with his new contact information.

84. From approximately the end of May 2022 through mid-June 2022, Respondent traveled internationally to London and Romania.

85. In May 2022 and June 2022, Ms. Karzoun sent emails to Respondent requesting a status update regarding the Capital One Civil Action. Respondent failed to respond to Ms. Karzoun's emails.

86. In or about early June 2022, Ms. Karzoun called Respondent's law office, spoke to Ms. Tuttle, and requested a status update regarding the Capital One Civil Action. Respondent failed to provide Ms. Karzoun with a status update in response to her early June 2022 call.

87. By email to Respondent at agt@tuttlelegal.com dated June 8, 2022, Ms. Karzoun requested a status update and provided Respondent with a screenshot of the docket report in the Capital One Civil Action, writing:

Hello Alex,
Happy Wednesday!
I just tried calling you, but it went to voicemail and I couldn't leave a message because it was full.
I need some update please in regard to my case, I called Ashley last week and she was supposed to get back to me with an update but she never did.

I just went to check the court docket and it says there (not found). Please see below. What does that mean?

Thank you, looking forward to hearing from you soon.
Abeer

88. Respondent received and failed to respond to Ms. Karzoun's June 8, 2022 email.

89. From mid-June 2022 through August 2022, Ms. Karzoun repeatedly called or attempted to call Respondent's law office unsuccessfully seeking a status update regarding the Capital One Civil Action.

90. From mid-June 2022 through August 2022, Respondent failed to return Ms. Karzoun's many calls.

91. In or about July 2022 or August 2022, Ms. Karzoun visited Respondent's Colmar, Pennsylvania law office and discovered it was closed.

92. Representatives from a neighboring Colmar, Pennsylvania business told Ms. Karzoun that Respondent "left and was nowhere to be found."

93. Respondent admitted that, from May 2022 through August 2022, Respondent had no contact or communication with Ms. Karzoun.

94. From approximately August 2022 through September 2022, Respondent again traveled internationally to London and Romania.

95. Respondent admits that he effectively terminated his representation of Ms. Karzoun because Respondent abandoned the representation.

96. Respondent admits that he failed to take steps to protect Ms. Karzoun's interests upon termination of the representation, such as giving reasonable notice to Ms. Karzoun which would allow her time to employ other counsel.

97. Respondent admits that he failed to provide Ms. Karzoun with any legal work in exchange for her \$1,000.00 advance payment.

98. Respondent admits that he failed to take steps to protect Ms. Karzoun's interests upon termination of the representation by failing to return the \$1,000.00 advance payment of Respondent's fees and expenses that were not earned or incurred.

99. Respondent's abandonment of his representation of Ms. Karzoun necessitated her to seek replacement counsel.

100. On or about August 23, 2022, George Tadross, Esquire entered his appearance on behalf of Ms. Karzoun in the Capital One Civil Action.

101. In or about September 2023, the Capital One Civil Action was dismissed.

102. The Karzoun Engagement Agreement did not state that Respondent's legal fees were non-refundable, earned upon receipt, and would not be deposited into an attorney trust account or IOLTA.

103. Respondent admits that:

- a. he did not obtain Ms. Karzoun's informed consent to deposit her \$1,000.00 advance payment in a non-trust account;
- b. he was obligated to deposit Ms. Karzoun's \$1,000.00 advance payment in a trust account, to be withdrawn only as fees were earned or expenses incurred;
- c. he deposited Ms. Karzoun's \$1,000.00 advance payment in his operating account; and,
- d. he commingled Ms. Karzoun's \$1,000.00 advance payment with Respondent's own funds and failed to identify and appropriately safeguard Ms. Karzoun's funds.

104. Respondent did not provide Ms. Karzoun with a partial or full refund of his advance legal fees.

105. Ms. Karzoun filed a claim with the Lawyers Fund for Client Security ("the Fund"), and in September 2024, the Fund awarded a full \$1,000.00 award. The Fund later paid the award to Ms. Karzoun.

106. Respondent admits that he "messed up the representation."

107. If this matter were to proceed to a disciplinary hearing, Ms. Karzoun would testify as an ODC witness to the above-stated facts and events.

108. By his conduct as alleged in Paragraphs 72 through 107 above, Respondent has violated the following Rules of Professional Conduct:

A. RPC 1.1, which provides that a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

B. RPC 1.3, which provides that a lawyer shall act with reasonable diligence and promptness in representing a client.

C. RPC 1.4(a)(1), which provides that a lawyer shall promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules.

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

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

F. RPC 1.4(a)(4), which provides that a lawyer shall promptly comply with reasonable requests for information.

G. RPC 1.4(b), which provides that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

H. RPC 1.5(a), which states that a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee.

I. RPC 1.15(b), which provides that 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.

J. RPC 1.15(i), which states that 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.

K. RPC 1.5(l), which states that all Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also

Qualified Funds, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable to the entrustment or the terms of the instrument governing the Fiduciary Funds.

L. RPC 1.16(a)(2) which states that except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client.

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

N. RPC 3.2, which provides that a lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

O. RPC 5.3(b), which provides that, with respect to a nonlawyer employed or retained by or associated with a lawyer, a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer.

*Complaint of Jeffrey Polansky
(Charge III of the Petition for Discipline)*

109. At all relevant times, Jeffrey Polansky owned the following properties:

- a. 124 Horseshoe Lane, North Wales, Pennsylvania, 19454 ("124 Horseshoe Lane");
- b. 205 Arbour Court, North Wales, Pennsylvania, 19454 ("205 Arbour Court"); and,
- c. 104 Hancock Court, North Wales, Pennsylvania, 19454 ("104 Hancock Court").

110. At all relevant times, Mr. Polansky lived at 124 Horseshoe Lane. The other properties were investment properties.

111. Each property identified *supra* in Paragraph 109 had a primary and a secondary mortgage.

112. In or about 2019, Mr. Polansky defaulted on his mortgages.

113. On or about September 10, 2019, Phillip D. Berger, Esquire filed on behalf of Wells Fargo Bank, N.A. (“Wells Fargo”) several Complaints in Mortgage Foreclosure in the Court of Common Pleas for Montgomery County, initiating the following matters:

- a. *Wells Fargo, N.A. v. Jeffrey Polansky*, No. 2019-22148;
- b. *Wells Fargo, N.A. v. Jeffrey Polansky*, No. 2019-22149;
- c. *Wells Fargo, N.A. v. Jeffrey Polansky*, No. 2019-22150;
- and,
- d. *Wells Fargo, N.A. v. Jeffrey Polansky*, No. 2019-22151.

114. On or about October 4, 2019, Mr. Berger filed a Complaint in Mortgage Foreclosure, initiating *Wells Fargo, N.A. v. Jeffrey A. Polansky and Francine M. Polansky*, No. 2019-23930 in the Court of Common Pleas for Montgomery County.

115. The lawsuits identified *supra* in Paragraph Nos. 113 and 114 collectively will be referred to as the “Wells Fargo Foreclosure Matters.”

116. On or about November 21, 2019, Respondent entered into an Engagement Agreement with Mr. Polansky (the “Polansky Engagement Agreement”) relating to “Mortgage Foreclosure Defense.”

117. The Polansky Engagement Agreement provided, *inter alia*: “The fees for retaining our firm for the above services is an initial retainer of \$750 followed by \$300 per month until the Plaintiff discontinues the action by filing either a Praecipe to Discontinue or the Sheriff Sale occurs. See invoice for payment plan. We cannot begin any work on your case until we receive the initial retainer.”

118. On or about November 21, 2019, Mr. Polansky paid Respondent’s \$750.00 initial retainer.

119. Thereafter, Mr. Polansky made \$300.00 monthly payments to Respondent for approximately \$10,000.00 in total.

120. In November 2019 and December 2019, Respondent entered his appearance on behalf of Mr. Polansky and filed Preliminary Objections to the Complaints in Mortgage Foreclosure in the Wells Fargo Foreclosure Matters.

121. In January 2020, the Court overruled the Preliminary Objections in the Wells Fargo Foreclosure Matters.

122. On or about January 30, 2020, Michael T. McKeever, Esquire filed a Complaint in Mortgage Foreclosure, initiating *KeyBank s/b/m First*

Niagara Bank, N.A. v. Jeffrey A. Polansky, No. 2020-01763 in the Court of Common Pleas for Montgomery County (the “KeyBank Foreclosure Matter No. 1”) relating to 205 Arbour Court.

123. Respondent failed to enter his appearance in the KeyBank Foreclosure Matter No. 1 and failed to provide Mr. Polansky with any related legal analysis and advice.

124. In March 2020, Respondent filed on behalf of Mr. Polansky Answers and New Matter in the Wells Fargo Foreclosure Matters.

125. Thereafter, Respondent took no further action in the Wells Fargo Foreclosure Matters.

126. On or about May 27, 2020, Wells Fargo filed Motions for Summary Judgment in the Wells Fargo Foreclosure Matters.

127. Respondent had notice of the May 27, 2020 Motions for Summary Judgment in the Wells Fargo Foreclosure Matters.

128. Respondent failed to respond to the Motions for Summary Judgment in the Wells Fargo Foreclosure Matters.

129. By Orders dated November 23, 2020, the Court denied the Motions for Summary Judgment without prejudice in the Wells Fargo Foreclosure Matters.

130. Wells Fargo filed various other pleadings and motions in the Wells Fargo Foreclosure Matters to which Respondent failed to respond, e.g. November 24, 2020 motions to have admissions deemed admitted.

131. From 2019 through May 31, 2022, Respondent was counsel of record for Mr. Polansky in the Wells Fargo Foreclosure Matters and he:

- a. had notice of all pleadings, motions, and orders in the Wells Fargo Foreclosure Matters; and,
- b. failed to respond to all pleadings, motions, and orders in the Wells Fargo Foreclosure Matters, except that he filed Preliminary Objections and Answers and New Matter, as stated *supra* in Paragraph Nos. 120 and 124.

132. From 2019 through May 31, 2022, Respondent failed to communicate and/or negotiate on behalf of Mr. Polansky with Wells Fargo representatives in the Wells Fargo Foreclosure Matters.

133. On or about January 13, 2022, Caitlin M. Donnelly, Esquire filed a Complaint in Mortgage Foreclosure, initiating *KeyBank s/b/m First Niagara Bank, N.A. v. Jeffrey A. Polansky*, No. 2022-00421 in the Court of Common Pleas for Montgomery County (the “KeyBank Foreclosure Matter No. 2”) relating to 104 Hancock Court, North Wales, Pennsylvania, 19454 (“104 Hancock Court”).

134. Respondent failed to enter his appearance on behalf of Mr. Polansky in the KeyBank Foreclosure Matter No. 2 and failed to provide Mr. Polansky with any related legal analysis and advice.

135. On February 14, 2022, the Court entered a Default Judgment against Mr. Polansky in the amount of \$66,696.17 in the KeyBank Foreclosure Matter No. 1.

136. On or about February 21, 2022, Marc A. Hess, Esquire filed a Complaint in Mortgage Foreclosure, initiating *Fulton Bank, N.A. v. Jeffrey A. Polansky and Francine M. Polansky*, No. 2022-02435 in the Court of Common Pleas for Montgomery County (the “Fulton Bank Foreclosure Matter”) relating to 124 Horseshoe Lane.

137. Respondent failed to enter his appearance on behalf of Mr. Polansky in the Fulton Bank Foreclosure Matter and failed to provide Mr. Polansky with any related legal analysis and advice.

138. On April 6, 2022, the Court entered a Default Judgment against Mr. Polansky in the amount of \$88,830.11 in the KeyBank Foreclosure Matter No. 2.

139. On May 11, 2022, the Court entered a Default Judgment against Mr. Polansky and Ms. Polansky in the amount of \$183,455.76 in the Fulton Bank Foreclosure Matter.

140. On May 16, 2022, Mr. Polansky called Respondent to discuss the status of his cases.

141. On or about May 20, 2022, Wells Fargo filed Motions for Access to Property in the Wells Fargo Foreclosure Matters, except that this motion was not filed in *Wells Fargo, N.A. v. Polansky*, No. 2019-22149.

142. On May 20, 2022, Mr. Polansky called Respondent to discuss the status of his cases.

143. By text message to Respondent dated May 20, 2022, Mr. Polansky wrote:

Good evening, it's jeff Polanksy.
I called Monday this wk,
followed up Friday at 9:30 am
and again at 4:30. Still no
response. Can someone call
me asap (redacted phone number).
Found buyer for property and it
was inspected by WF but have
not heard anything to date.
Due to go to sheriff sale on
wed. Property si [sic] 205 arbour
Ct.

144. Respondent failed to respond to Mr. Polansky's May 2022 calls and text message.

145. On May 23, 2022, Mr. Polansky visited Respondent's Colmar, Pennsylvania law office and discovered it had been cleaned out and closed.

146. At the end of May 2022, Mr. Polansky terminated Respondent's representation.

147. At the end of May 2022, William D. Schroeder, Jr., Esquire entered his appearance on behalf of Mr. Polansky in the Wells Fargo Foreclosure Matters, the KeyBank Foreclosure Matter Nos. 1 and 2, and the Fulton Bank Foreclosure Matter.

148. From approximately the end of May 2022 through mid-June 2022, Respondent traveled internationally to London and Romania.

149. By email to Mr. Polansky dated July 18, 2022, Respondent wrote:

Jeff,
Just a follow up on phone conversation. Like I said during call, I had my own nightmare happen during the last few months between changing offices, going away for a week and getting extremely ill and stranded and then coming back to a personal disaster. Unfortunately, the biggest issues were the the [sic] phone number being able to transfer over at all times but the email was working alright. I saw that you were represented by a bankruptcy attorney but please let me know if there is anything I can do to help.
Sincerely,
Alex

150. Respondent's July 18, 2022 email failed to recognize that Respondent had ceased contact with Mr. Polansky and abandoned the representation.

151. Mr. Schroeder attempted to negotiate a workout of and/or settlement in Mr. Polansky's various mortgage foreclosure matters, but Wells Fargo representatives would not negotiate because:

- a. Mr. Polansky had prior counsel (Respondent) who represented his interests from 2019 through 2022;
- b. Prior counsel (Respondent) failed to communicate with Wells Fargo representatives regarding Mr. Polansky's legal matters; and
- c. The time for good faith negotiations had passed.

152. If this matter were to proceed to a disciplinary hearing, Mr. Schroeder would testify as an ODC witness, confirm the above-stated facts and events, and further state:

- a. Mr. Schroeder was admitted to practice in the Commonwealth of Pennsylvania on October 16, 1984, and he has been practicing in the Philadelphia region for forty (40) years;
- b. Mr. Schroeder graduated from the University of Pennsylvania in 1978 and from Temple School of Law in 1984;
- c. Mr. Schroeder is admitted to practice in all Commonwealth courts, in the Eastern District of Pennsylvania, and in the Bankruptcy Court for the Eastern District of Pennsylvania;

d. Mr. Schroeder is a member of the Pennsylvania Bar Association, the Montgomery County Bar Association, the National Association of Consumer Bankruptcy Attorneys (NACBA), the Philadelphia Debtor's Counsel Roundtable, and the Business Network International (BNI);

e. Mr. Polansky recently moved out of 124 Horseshoe Lane, and the property has been or soon will be sold at a sheriff's sale;

f. if Mr. Polansky's mortgage foreclosure matters had been handled differently, he may have been able to keep 124 Horseshoe Lane;

g. if Mr. Polansky voluntarily had sold his investment properties at the outset of these matters, paid off the mortgages on those properties, and maximized any proceeds, then he could have applied the proceeds to the mortgage on 124 Horseshoe Lane and made things right with Wells Fargo;

h. however, by the time Mr. Schroeder got involved and could give Mr. Polansky this advice, it was too late for Mr. Polansky to implement it;

i. \$10,000.00 would be a reasonable fee only if Respondent had done the above-referenced legal work and it was an

excessive fee for the legal work that Respondent actually did for Mr. Polansky;

j. Mr. Schroeder is familiar with Respondent's reputation in the legal community of the Montgomery County Bar Association's practice group for bankruptcy and mortgage foreclosure practitioners; and,

k. Respondent's reputation in that community generally is not good, in that he is known as a lawyer who takes business away from other lawyers by charging fewer fees to retain clients, but who does not do the necessary legal work for his clients, thereby doing a disservice to the clients and to his fellow practitioners who must fix Respondent's poor legal work.

153. The Polansky Fee Agreement did not state that Respondent's legal fees were non-refundable, earned upon receipt, and would not be deposited into an attorney trust account or IOLTA.

154. Respondent admits that:

a. he did not obtain Mr. Polansky's informed consent to deposit the advance fees he provided to Respondent in a non-trust account;

- b. he was obligated to deposit the advance fees and costs that Mr. Polansky provided to him in a trust account, to be withdrawn only as fees were earned or expenses incurred;
- c. he deposited Mr. Polansky's advance legal fees in his operating account; and
- d. he commingled Mr. Polansky's funds with Respondent's own funds and failed to identify and appropriately safeguard Mr. Polansky's funds.

155. Respondent did not provide Mr. Polansky with a partial or full refund of his advance legal fees.

156. By his conduct as alleged in Paragraphs 109 through 155 above, Respondent violated the following Rules of Professional Conduct:

- A. RPC 1.1, which provides that a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.
- B. RPC 1.2(a), which provides, in pertinent part, that subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as

required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued.

C. RPC 1.3, which provides that a lawyer shall act with reasonable diligence and promptness in representing a client.

D. RPC 1.4(a)(1), which provides that a lawyer shall promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules.

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

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

G. RPC 1.4(a)(4), which provides that a lawyer shall promptly comply with reasonable requests for information.

H. RPC 1.4(b), which provides that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

I. RPC 1.15(b), which provides that 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.

J. RPC 1.15(i), which states that 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.

K. RPC 1.15(l), which states that all Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also Qualified Funds, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable to the entrustment or the terms of the instrument governing the Fiduciary Funds.

L. RPC 1.16(a)(2) which states that except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client.

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

N. RPC 3.2, which provides that a lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

O. RPC 5.3(b), which provides that, with respect to a nonlawyer employed or retained by or associated with a lawyer, a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer.

*Complaint of Scott A. Shindler
(Charge II of the Petition for Discipline)*

157. On or about October 18, 2019, Scott L. Feldman, Esq. filed on behalf of Meehan Oil Company a civil complaint initiating *Meehan Oil Co. v. Scott Shindler*, No. 2019-04972 in the Court of Common Pleas for Bucks County (the “Meehan Oil Civil Matter”).

158. On or about October 31, 2019, a creditor initiated a civil complaint relating to credit card debt against Margaret T. Mays a/k/a Margaret Theresa Mays-Shindler (“Ms. Mays-Shindler”), *Cavalry SPV I LLC v. Margaret T. Mays*, No. 2019-07641 in the Court of Common Pleas for Bucks County (the “Cavalry SPV I Civil Action”).

159. Mr. Shindler and Ms. Mays-Shindler are husband and wife.

160. By letter to Ms. Mays-Shindler, Respondent solicited their business.

161. As a result of Respondent’s solicitation letters to Ms. Mays-Shindler, Ms. Mays-Shindler and Mr. Shindler consulted with Respondent regarding the Cavalry SPV I Civil Matter and the Meehan Oil Civil Matter.

162. On or about December 30, 2019, Respondent met with Mr. Shindler and Ms. Mays-Shindler and agreed:

- a. The Meehan Oil Civil Matter was more pressing compared to the Cavalry SPV I Civil Matter; and,
- b. Respondent would be representing Mr. Shindler in the Meehan Oil Civil Matter.

163. By the time Mr. Shindler retained Respondent to represent him in the Meehan Oil Civil Matter, Mr. Feldman had filed on behalf of Meehan Oil a Praecipe for Arbitration.

164. On or about December 30, 2019, Respondent entered into an Engagement Agreement with Mr. Shindler (the “Shindler Engagement Agreement”) relating to the Meehan Oil Civil Matter.

165. Regarding scope of services, the Shindler Engagement Agreement provided, *inter alia*:

Tuttle Legal will perform the services relating to the defense of your Civil Dispute with Meehan Oil. **However, if the Plaintiff does have all of the documents necessary to prove its case, it will be prudent to reach a settlement before going to arbitration or trial where a judgment will be obtained by the Plaintiff.** If it is necessary to immediately defend another lawsuit, please contact our office for fee and other information.

(emphasis added)

166. Regarding a payment plan for Respondent’s \$750.00 flat fee, the Shindler Engagement Agreement stated, in handwritten text:

The following payment plan will, with your consent by signing this agreement, be put into effect:
(See Invoice)

* * * * *

6 month pay plan / Engagement is in place
Deposit Check For \$200 – split \$100

167. Respondent admits that he agreed to the handwritten text on the Shindler Engagement Agreement.

168. On December 30, 2019, Mr. Shindler executed the Shindler Engagement Agreement and paid Respondent \$200.00 toward Respondent's \$750.00 flat fee.

169. Respondent failed to timely enter his appearance on behalf of Mr. Shindler in the Meehan Oil Civil Matter and prepare for arbitration.

170. By Notice dated January 15, 2020, the Court scheduled the Meehan Oil Civil Matter on the February 19, 2020 arbitration list.

171. In January 2020 and February 2020, Mr. Shindler repeatedly called Tuttle Legal and was told that Respondent was handling the Meehan Oil Civil Matter, everything was fine, and Respondent would get back to Mr. Shindler ASAP.

172. In mid-February 2020, Mr. Shindler left voicemails for Respondent indicating he was fielding calls from opposing counsel and

needed to speak with Respondent about upcoming litigation events in the Meehan Oil Civil Matter.

173. On February 18, 2020, Mr. Shindler called Respondent and Respondent assured Mr. Shindler “everything was in [Respondent’s] control,” “everything was okay,” and Respondent and Mr. Burkos had told opposing counsel that Respondent would “reach out about next steps.”

174. Respondent’s statements that “everything was in [his] control,” that “everything was okay,” and that Respondent and Mr. Burkos had told opposing counsel that Respondent would “reach out about next steps” were misrepresentations.

175. Respondent failed to inform Mr. Shindler that he needed to appear at the February 19, 2020 arbitration in the Meehan Oil Civil Matter and that Respondent failed to prepare Mr. Shindler for the arbitration.

176. Respondent failed to appear on behalf of Mr. Shindler at the February 19, 2020 arbitration.

177. A three-member panel of arbitrators entered an arbitration award in favor of Meehan Oil and against Mr. Shindler in the amount of \$5,195.62.

178. In March 2020, Mr. Shindler paid Respondent \$200.00 toward Respondent’s flat fee.

179. On or about May 5, 2020, Mr. Shindler, independently of Respondent's actions, received a copy of the arbitration award in the Meehan Oil Civil Matter.

180. Mr. Shindler asked Respondent to pay the fee to appeal the arbitration award, and Respondent declined to do so, instead suggesting that Mr. Shindler proceed *in forma pauperis*. Mr. Shindler could not proceed *in forma pauperis* because his financial circumstances did not warrant such a request.

181. On June 1, 2020, Mr. Shindler filed *pro se* an appeal from award of arbitrators, requested emergency relief to extend the appeal deadline, and paid the required \$471.75 fee to the arbitrators in the Meehan Oil Civil Matter.

182. Mr. Shindler's *pro se* appeal was successful. He then negotiated a \$1,700.00 settlement to end the Meehan Oil Civil Matter, which is what he had expected Respondent to do for him.

183. Respondent never worked on the Cavalry SPV I Civil Matter, and Ms. Mays-Shindler hired successor counsel who was able to get the matter dismissed without Ms. Mays-Shindler's having to pay any money.

184. If this matter were to proceed to a disciplinary hearing, Mr. Shindler would testify as an ODC witness to the above-stated facts and events.

185. The Shindler Engagement Agreement did not state that Respondent's legal fees were non-refundable, earned upon receipt, and would not be deposited into an attorney trust account or IOLTA.

186. Respondent admits that:

- a. he did not obtain Mr. Shindler's informed consent to deposit the advance fees Mr. Shindler provided to Respondent in a non-trust account;
- b. he was obligated to deposit the advance fees Mr. Shindler provided to Respondent in a trust account, to be withdrawn only as fees were earned or expenses incurred;
- c. he deposited Mr. Shindler's \$400.00 in pre-paid legal fees in his operating account; and,
- d. he commingled Mr. Shindler's funds with Respondent's own funds and failed to identify and appropriately safeguard Mr. Shindler's funds.

187. Respondent failed to provide Mr. Shindler with any legal work in the Meehan Oil Civil Matter in exchange for his advance fees.

188. Respondent did not provide Mr. Shindler with a partial or full refund of his advance legal fees.

189. By his conduct as alleged in Paragraphs 157 through 188 above, Respondent violated the following Rules of Professional Conduct:

A. RPC 1.1, which provides that a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

B. RPC 1.2(a), which provides, in pertinent part, that subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued.

C. RPC 1.3, which provides that a lawyer shall act with reasonable diligence and promptness in representing a client.

D. RPC 1.4(a)(1), which provides that a lawyer shall promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules.

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

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

G. RPC 1.4(a)(4), which provides that a lawyer shall promptly comply with reasonable requests for information.

H. RPC 1.4(b), which provides that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

I. RPC 1.5(a), which states that a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee.

J. RPC 1.15(b), which provides that 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.

K. RPC 1.15(i), which states that 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.

L. RPC 1.5(l), which states that all Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also Qualified Funds, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable to the entrustment or the terms of the instrument governing the Fiduciary Funds.

M. RPC 3.2, which provides that a lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

N. RPC 3.4(b), which provides that a lawyer shall not falsify evidence, counsel or assist a witness to testify falsely, pay, offer to pay, or acquiesce in the payment of compensation to a witness contingent upon the content of the witness' testimony or the outcome of the case; but a lawyer may pay, cause to be paid, guarantee or acquiesce in the payment of: (1) expenses reasonably incurred by a witness in attending or testifying, (2) reasonable compensation to a witness for the witness' loss of time in attending or testifying, and, (3) a reasonable fee for the professional services of an expert witness.

O. RPC 5.3(b), which provides that, with respect to a nonlawyer employed or retained by or associated with a lawyer, a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer.

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

*Complaint of Rodney D. Moreira
(Charge 1 of the Petition for Discipline)*

190. On or about September 28, 2021, Bradley J. Osborne, Esq. of Hladik, Onorato & Federman, LLP ("HOF Law") filed on behalf of his client a Complaint in Mortgage Foreclosure relating to 149 Center Street, Slatington, Pennsylvania and initiating *West Coast Servicing, Inc. v. Rodney D. Moreira and Deborah R. Moreira*, No. 2021-C-2350 (the "Moreira Mortgage Foreclosure Action") in the Lehigh County Court of Common Pleas.

191. By letter to Rodney and Deborah Moreira (the "Moreiras"), Respondent solicited their business.

192. On or about October 8, 2021, Respondent entered into an Engagement Agreement with the Moreiras (the “Moreira Engagement Agreement No. 1”) relating to the Moreira Mortgage Foreclosure Action and paid Respondent the \$750.00 initial flat fee.

193. From November 2021 through March 2022, the Moreiras paid Respondent’s monthly \$300.00 flat fee.

194. On November 1, 2021, Respondent served on Mr. Osborne Preliminary Objections to the Complaint, a Brief in Support of Defendants’ Preliminary Objections to Plaintiff’s Complaint, and his Praecipe to Enter Appearance in the Moreira Mortgage Foreclosure Action.

195. Respondent failed to ensure the documents identified *supra* in Paragraph 194 were filed with the Court in the Moreira Mortgage Foreclosure Action.

196. On or about November 9, 2021, Mr. Osborne filed on behalf of West Coast Servicing, Inc. (“WCS”) a Response in Opposition to Preliminary Objections and a Memorandum of Law.

197. Respondent had notice of and failed to attend scheduled conciliation conferences in the Moreira Mortgage Foreclosure Action. Respondent also failed to request continuances of conciliation conferences

for good cause shown pursuant to the court notices that scheduled the conferences.

198. In or about early March 2022, the Moreiras decided to pursue a loan modification.

199. On March 8, 2022, Respondent provided Mr. Moreira with a second Engagement Agreement (the “Moreira Engagement Agreement No. 2”) relating to a loan modification and restructuring.

200. By Order dated March 16, 2022, the Court ordered:

AND NOW, this 16th day of March 2022, the Conciliation / Case Management Conference having been held on March 16, 2022, attended by Kevin J. Kelleher, Esquire, on behalf of Plaintiff and it appearing that the Defendant having failed to appear for the Conciliation / Case Management Conference,

IT IS ORDERED that the stay of proceedings is lifted, the Defendant may file an answer to the complaint within twenty (20) days if one has not already been filed, and thereafter the Plaintiff may proceed with judicial disposition, including the taking of a default judgment or Sheriff’s sale, as may be appropriate under the Rules of Civil Procedure.

201. On March 18, 2022, Mr. Moreira executed the Moreira Engagement Agreement No. 2, and the next day, the Moreiras paid Respondent \$1,500.00.

202. As of March 19, 2022, the Moreiras had paid Respondent \$3,750.00 in advance legal fees.

203. Respondent failed to provide the Moreiras with legal work sufficient to earn their \$3,750.00 in pre-paid legal fees.

204. On or about March 23, 2022, Mr. Moreira drove to both of Respondent's law office locations and discovered:

- a. Respondent's "satellite" law office in Allentown, Pennsylvania had not been there for over one year; and,
- b. Neighboring businesses to Respondent's "main" law office in Colmar, Pennsylvania reported that Respondent was seldom there.

205. In advance of the scheduled disciplinary hearing in this matter, Mr. Moreira provided an affidavit in lieu of testimony, confirming that:

- a. He came to know Respondent because Respondent sent him and his wife a letter asking for their business;
- b. They had missed some mortgage payments and the bank was foreclosing on their home;
- c. In October 2021, Mr. Moreira talked to Respondent on the phone and this call was the only time that he talked to Respondent;

- d. Mr. Moreira hired Respondent, and in exchange for the Moreiras' money, Respondent was supposed to be their attorney and defend them in the Moreira Mortgage Foreclosure Action;
- e. Mr. Moreira remembered talking with Respondent about conciliation conferences in that he knew there were court events that he did not have to attend because Respondent was supposed to go for him;
- f. Mr. Moreira never talked with Respondent about why he did not go to conciliation conferences but he "got notified by the court that he had missed whatever that was";
- g. In March 2022, Mr. Moreira signed Respondent's second engagement letter and paid him \$1,500.00, which was a reduced fee for a loan modification because he was an existing client;
- h. Ashley Tuttle was going to work on the loan modification and be in charge of it;
- i. By March 2022, Mr. Moreira had paid Respondent a lot of money for legal work;
- j. In late March 2022, Mr. Moreira had questions, called several times, and could not get in touch with anyone from Tuttle Legal;

k. In late March 2022, Mr. Moreira drove to both Tuttle Legal office locations, discovered the Allentown, Pennsylvania office had not been there for at least one year, and was told Mr. Tuttle was “seldom there” at the Colmar, Pennsylvania office, which was locked;

l. He was frustrated that he could not get in touch with Respondent and nervous about the status of the Moreira Mortgage Foreclosure Action and the loan modification;

m. In late March 2022, Mr. Moreira had one in-person meeting with Charles Laputka, Esquire, who told him what they needed to do in the Moreira Mortgage Foreclosure Action; and,

n. It only took one in-person meeting with Mr. Laputka to figure out strategy in the Moreira Mortgage Foreclosure Action, after which the Moreiras sold the property and settled the Moreira Mortgage Foreclosure Action.

206. On April 4, 2022, Mr. Laputka filed, on behalf of the Moreiras, an Answer and New Matter to Complaint in the Moreira Mortgage Foreclosure Action.

207. The Moreira Mortgage Foreclosure Action resolved before a scheduled July 6, 2022 status conference because the Moreiras paid off the debt – not as a result of any of Respondent’s actions or legal work.

208. If this matter were to proceed to a disciplinary hearing, Mr. Laputka would testify as an ODC witness regarding the above-stated facts and events.

209. The Moreira Engagement Agreement Nos. 1 and 2 did not state that Respondent’s legal fees were non-refundable, earned upon receipt, and would not be deposited into an attorney trust account or IOLTA.

210. Respondent admits that:

- a. he did not obtain the Moreiras’ informed consent to deposit the advance fees and costs they provided to Respondent in a non-trust account;
- b. he was obligated to deposit the advance fees and costs the Moreiras provided to Respondent in a trust account, to be withdrawn only as fees were earned or expenses incurred;
- c. he failed to deposit the Moreiras’ \$3,750.00 in pre-paid legal fees in an attorney trust account or IOLTA; and,

d. he commingled the Moreiras' funds with Respondent's own funds and failed to identify and appropriately safeguard the Moreiras' funds.

211. Respondent did not provide the Moreiras with a partial or full refund of their \$3,750.00 in advance legal fees.

212. By his conduct as alleged in Paragraphs 190 through 211 above, Respondent violated the following Rules of Professional Conduct:

A. RPC 1.1, which provides that a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

B. RPC 1.2(a), which provides, in pertinent part, that subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued.

C. RPC 1.3, which provides that a lawyer shall act with reasonable diligence and promptness in representing a client.

D. RPC 1.4(a)(1), which provides that a lawyer shall promptly inform the client of any decision or circumstance with respect to

which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules.

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

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

G. RPC 1.4(a)(4), which provides that a lawyer shall promptly comply with reasonable requests for information.

H. RPC 1.4(b), which provides that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

I. RPC 1.5(a), which provides that a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee.

J. RPC 1.15(b), which provides that 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.

K. RPC 1.15(i), which states that 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.

L. RPC 1.5(l), which states that all Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also Qualified Funds, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable to the entrustment or the terms of the instrument governing the Fiduciary Funds.

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

retain papers relating to the client to the extent permitted by other law.

N. RPC 3.2, which states that a lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

Additional Relevant Facts

213. From approximately July 2024 through November 2024, Respondent again traveled internationally to London and Romania. During this time, Respondent still was sending out solicitation letters. Respondent represents that his trip was longer than anticipated due to an injury incurred by his current wife.

214. Respondent's international travel coincides with times at which his clients were unable to contact him.

215. As a sole practitioner, Respondent did not have another attorney working with him who could offer coverage in the event that Respondent was unavailable and client interests needed to be addressed. Respondent also did not have an affiliation or agreement with another sole practitioner or law firm such that another attorney could step in for him when necessary.

216. From June 2022 to the present, Respondent has had no law firm staff, except that, at certain times, his current wife helped him. Respondent's mother periodically visited his law office to check the mail and scan and electronically send it to Respondent. Respondent expected that he could run his American law practice while in London and Romania, as many court hearings now are conducted by Zoom or other electronic meeting service, and as he adhered to Eastern Standard Time for his work and calls.

217. Respondent did not inform his clients that he was not physically present in the United States.

218. At best, Respondent's decisions regarding law practice management exhibited poor judgment.

Aggravating Evidence

219. Respondent has a history of discipline in Pennsylvania. On November 22, 2021, Respondent received an Informal Admonition relating to four (4) client complaints principally involving incompetence and neglect, failure to communicate with clients, poor practice management, failure to properly supervise non-lawyer staff, and conduct involving dishonesty, fraud, deceit, or misrepresentation. Respondent violated: RPC 1.1; RPC 1.3; RPC 1.4(a)(2),(3) and (4); RPC 1.4(b); RPC 1.5(b); RPC 1.15(b); RPC 1.15(e); RPC 1.15(i); RPC 1.15(l); RPC 1.16(d); RPC 5.3(c)(2); and RPC 8.4(c).

Importantly, the same type of misconduct for which Respondent received this Informal Admonition again is at issue in these pending disciplinary proceedings.

220. Two malpractice actions have been filed against Respondent, as follows:

a. In *Palazzo v. Tuttle*, No. 2022-03745 in the Court of Common Pleas for Bucks County, Respondent's client filed a malpractice action alleging that Respondent filed an appeal of a Magisterial District Court's decision against the client but failed to: (1) file an appeal of the judgment against the client on the opposing party's crossclaim; and (2) execute and file a Praecipe to enter a Rule upon the opposing party. In the underlying litigation, the client's claims related to breach of contract and a nonrefundable deposit on real property. As a result of Respondent's mistakes, the opposing party entered a Judgment by Praecipe against Respondent's client. After a non-jury trial, on June 7, 2024, the Court entered a Verdict/Decision in favor of the client, awarding damages in the amount of \$16,471.95 (which included an award of attorney's fees to the client). On July 3,

2024, opposing counsel filed a Praecipe for Non-Jury Verdict, as no timely post-trial motions had been filed.

b. In *Gulla v. Tuttle, et al.*, No. 2019-0002157 in the Court of Common Pleas for Philadelphia County, Respondent's former client sued Respondent for malpractice relating to his alleged mishandling of her personal injury action. In the accident in question, Respondent's client was riding her bicycle, was struck by a car, and sustained serious, permanent, and painful injuries to her ankle and wrist. Respondent's client was not at fault in the accident. The client retained Respondent in February/March 2015. In February 2017, Respondent initiated a civil action, seven (7) days before the expiration of the statute of limitations. However, Respondent failed to effectuate service or file a motion for alternative service against the defendants. The Court issued a Rule Returnable for a hearing to show why an Order should not be issued for non-prosecution. Respondent failed to attend the hearing and the Court entered a non-pros Order, which was the last entry on the docket. Respondent made no attempts to reinstate or reopen the civil action, nor did he file a motion for reconsideration or appeal of the non-pros Order. Between May

2017 and November 2017, Respondent did not disclose to his client that a non-pros Order had been entered. In April 2020, the parties reached an agreement, and the client's malpractice attorney filed an Order to Settle, Discontinue, and End this malpractice action.

221. *In re: Alexander G. Tuttle*, Misc. No. 19-3007 in the United States Bankruptcy Court for the Eastern District of Pennsylvania ("EDPA Bankruptcy Court") also is relevant aggravating evidence in these disciplinary proceedings. In January 2020, the Standing Chapter 13 Trustee and Respondent entered into a Stipulation providing, *inter alia*, that Respondent was restricted from filing Chapter 13 bankruptcy cases in EDPA Bankruptcy Court for a period of time because "the Trustee was concerned about [Respondent] filing Chapter 13 bankruptcies for improper purposes and [had] filed motion[s] for disgorgement in two cases" after Respondent filed ninety (90) Chapter 13 bankruptcy cases in EDPA Bankruptcy Court within three years and none of those causes was confirmed. On January 21, 2020, the Stipulation was approved and made an Order of the Court.

SPECIFIC RECOMMENDATION FOR DISCIPLINE

222. ODC and Respondent jointly recommend that an appropriate discipline for Respondent's admitted misconduct is a suspension from the

practice of law for a period of one year and one day. Respondent's admitted misconduct, coupled with the above aggravating evidence, show that Respondent currently is unfit to practice law. Precedent establishes that a prior record of discipline is an aggravating factor, and recidivist offenders receive more severe disciplinary sanctions. See, *Office of Disciplinary Counsel v. Frank C. Arcuri*, No. 147 DB 2019 (D. Bd. Rpt. 8/20/2020) (S. Ct. Order 10/6/2020); *Office of Disciplinary Counsel v. Peter Jude Caroff*, No. 42 DB 2019 (D. Bd. Rpt. 2/25/2020) (S. Ct. Order 6/5/2020). For Respondent to regain his Pennsylvania law license, he must participate in a reinstatement hearing to prove, *inter alia*, his fitness to practice law.

223. Respondent consents to that discipline being imposed upon him by the Supreme Court of Pennsylvania. Respondent's affidavit required by Pa.R.D.E. 215 stating, *inter alia*, his consent to the recommended discipline is attached as Exhibit A.

224. In support of ODC and Respondent's joint recommendation, it is respectfully submitted that the following mitigating circumstances are present:

- a. Respondent is cooperating with ODC for purposes of consent discipline; and,

b. Respondent has expressed remorse and acceptance of responsibility by admitting to violating the Rules of Professional Conduct, understanding he should be disciplined, and consenting to a suspension of his law license for a period of one year and one day.

225. There is no formulistic approach or *per se* discipline for attorney misconduct. *ODC v. Lucarini*, 472 A.2d 186 (Pa. 1983). The Supreme Court of Pennsylvania has explained that discipline is not intended as punishment, but rather to protect the public from unfit attorneys. *ODC v. Keller*, 506 A.2d 872 (Pa. 1986). The discipline to be imposed must be determined on a totality of the facts of each individual matter. *Lucarini*, 472 A.2d at 190.

226. Regarding authority on which ODC and Respondent base the joint recommendation, *Office of Disciplinary Counsel v. Michael E. Adler*, 3015 DD3, No. 88 DB 2022 (D. Bd. Rpt. 11/6/2023) (S. Ct. Order 1/23/2024) is instructive. *ODC v. Adler* came before the Disciplinary Board based on five complaints, four (4) of which were brought by former clients. Regarding the client complaints, the Disciplinary Board found that Mr. Adler had violated numerous RPCs relating to diligence, communication, consultation,

competence, truthfulness, and withdrawal.¹ The Disciplinary Board found aggravating factors in prior discipline in the form of a private reprimand for similar misconduct in four (4) other client matters. After reviewing comparable cases, the Disciplinary Board determined that a suspension for one year and one day, which would require Mr. Adler to apply for reinstatement, was appropriate. The Supreme Court agreed.

227. Here, as in *ODC v. Adler*, Respondent faces multiple client complaint matters that involve: (1) lack of competence, diligence, and communication; (2) the taking of legal fees followed by client abandonment; and (3) failure to protect client interests. Like Mr. Adler, Respondent has recent private discipline relating to four (4) other client complaints that involve the same misconduct.

228. Moreover, a review of prior matters shows that the Court frequently imposes a suspension of one year and one day on attorneys who engage in multiple, repeated instances of client neglect and related misconduct. See, *Office of Disciplinary Counsel v. Valerie Andrine Hibbert*,

¹ The fifth complaint was filed by counsel for a food company, based on a case in which Mr. Adler sought damages for the death of a client's cat, which they suspected was caused by cat food produced by the company. The Disciplinary Board found that Mr. Adler's continued insistence that the cat food contained chlorine violated RPC 4.1 and RPC 8.4(c). The Disciplinary Board also found that Mr. Adler's direct communication with the executives and board of the company violated RPC 4.2.

No. 215 DB 2019) (D. Bd. Rpt. 2/17/2021) (S. Ct. Order 4/27/2021) (multiple acts of neglect in three client matters consisting of incompetence, lack of diligence, lack of communication, as well as separate acts of financial recordkeeping violations and failure to respond to disciplinary authorities; no prior discipline); *Office of Disciplinary Counsel v. Robert G. Young*, No. 115 DB 2019 (D. Bd. Rpt. 11/20/2020) (S. Ct. Order 3/16/2021) (suspension of one year and one day for neglect in three client matters consisting of lack of diligence, failure to communicate, failure to have a written fee agreement, and conduct prejudicial to the administration of justice; prior public censure an aggravating factor; Young accepted responsibility for his misconduct and demonstrated remorse); *Office of Disciplinary Counsel v. Ephraim Tahir R. Mella*, No. 96 DB 2019 (D. Bd. Rpt. 10/7/2020) (S. Ct. Order 2/12/2021) (multiple acts of misconduct in six client matters consisting of incompetence, communication deficiencies, false statements in documents, charging excessive fees, frivolous filings, and conduct prejudicial to the administration of justice; no remorse or acceptance of responsibility; no prior discipline).

229. Like Ms. Hibbert, Mr. Young, and Mr. Mella, Respondent has engaged in repeated instances of client neglect and related misconduct. Respondent abandoned Ms. Karzoun and Ms. Marsh. Respondent did no legal work at all in Ms. Karzoun's Capital One Civil Action. Respondent

submitted initial filings in Ms. Marsh's CitiBank Civil Action but did no work in the Ford Motor CC Civil Action Nos. 1 and 2, resulting in the entry of default judgments against his client. Although Respondent claims he prepared bankruptcy filings that "would have wiped out the debt," Respondent failed to file for Ms. Marsh a Chapter 7 Bankruptcy for which she had pre-paid his flat fee and related court costs.

230. For Mr. Shindler, Respondent failed to timely enter his appearance in the Meehan Oil Civil Matter and attend a scheduled arbitration, resulting in an arbitration award against Mr. Shindler that Mr. Shindler appealed *pro se*. Mr. Shindler then negotiated a settlement of the Meehan Oil Civil Matter that was more favorable to Mr. Shindler (compared to the arbitration award) – work that Mr. Shindler expected his attorney would do for him.

231. Respondent failed to provide competent legal advice to Mr. Polansky in his various mortgage foreclosure matters. Respondent's advice should have accounted for both the primary and secondary mortgages on Mr. Polansky's primary residence and investment properties. Respondent also failed to communicate with bank representatives, such that when successor counsel took over the matters, an offer in compromise or other workout could not be achieved because of Respondent's delay.

232. Respondent was unavailable to Mr. Moreira at a critical time in the Moreira Mortgage Foreclosure Action because a stay of proceedings had been lifted and an Answer to the Complaint was due. Mr. Moreira hired successor counsel who was able to provide competent legal advice about litigation strategy and who quickly resolved the Moreira Mortgage Foreclosure Action.

233. Respondent's incompetence and neglect in these five client matters warrants a suspension of one year and one day.

WHEREFORE, Petitioner and Respondent respectfully request that, pursuant to Pennsylvania Rules of Disciplinary Enforcement 215(e), 215(g) and 215(i), a three-member panel of the Disciplinary Board review and approve this Joint Petition in Support of Discipline on Consent and file a recommendation with the Supreme Court of Pennsylvania that Respondent receive a suspension of one year and one day.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL
THOMAS J. FARRELL,
Chief Disciplinary Counsel
Attorney Registration No. 20955



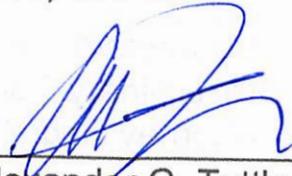
February 25, 2025

DATE

Elizabeth A. Livingston,
Disciplinary Counsel
Attorney Registration Number 208126
Office of Disciplinary Counsel, District II
Suite 170, 820 Adams Avenue
Trooper, PA 19403
(610) 650-8210

2/24/25

DATE



Alexander G. Tuttle, Esquire
Attorney Registration Number 206864
Respondent

VERIFICATION

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

February 25, 2025

DATE



Elizabeth A. Livingston,
Disciplinary Counsel
Attorney Registration Number 208126

2/24/25
DATE



Alexander G. Tuttle, Esquire
Respondent
Attorney Registration Number 206864

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

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 78 DB 2024
Petitioner	:	
	:	
v.	:	Attorney Reg. No. 206864
	:	
ALEXANDER GEOFFREY TUTTLE,	:	
Respondent	:	(Bucks County)

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:

Alexander G. Tuttle, Esquire
196 W. Ashland Street,
Doylestown, Pennsylvania, 18901
agt@tuttlelegal.com



Dated: February 25, 2025

Elizabeth A. Livingston,
Disciplinary Counsel
Attorney Registration No. 208126
Office of Disciplinary Counsel District II
820 Adams Avenue, Suite 170
Trooper, PA 19403
(610) 650- 8210

EXHIBIT A

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

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 78 DB 2024
	:	
v.	:	Attorney Reg. No. 206864
	:	
ALEXANDER GEOFFREY TUTTLE, Respondent	:	(Bucks County)

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

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BUCKS:

ALEXANDER G. TUTTLE, being duly sworn according to law, deposes and hereby submits this affidavit consenting to the recommendation of a suspension from the practice of law in Pennsylvania for a period of one year and one day 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, having been admitted to the bar on October 12, 2007.
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 into 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 matters under investigation continued to be prosecuted in these pending disciplinary proceedings, 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 not retained, consulted, or acted upon the advice of counsel 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 24 day of February, 2025.



Alexander G. Tuttle

Sworn to and subscribed
before me this 24th day
of February, 2025



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Ashley Tuttle, Notary Public
Montgomery County
My commission expires October 18, 2026
Commission number 1427946
Member, Pennsylvania Association of Notaries

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

A handwritten signature in blue ink, appearing to read "Elizabeth Livingston", written in a cursive style.

Signature: _____

Dated: February 25, 2025

Name: Elizabeth A. Livingston, Esq.

Attorney No. (if applicable): 208126