SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 10-282
District Docket No. XIV-2008-0516E

IN THE MATTER OF	:
RICHARD J. SIMON	:
AN ATTORNEY AT LAW	:

Decision

Argued: November 18, 2010

Decided: December 10, 2010

Walton W. Kingsbery, III appeared on behalf of the Office of Attorney Ethics.

Joseph J. Benedict appeared on behalf of respondent.

To the Honorable Chief Justice and Associate Justices of the Supreme Court of New Jersey.

This matter was before us on a recommendation for discipline (six-month suspension), filed by the District VIII Ethics Committee (DEC). In lieu of the filing of a formal complaint and an answer, the parties entered into a stipulation of facts and proceeded to a hearing before the DEC as to mitigation and/or aggravation.

Essentially, respondent sued an existing client for the payment of his legal fees. According to the stipulation, "[i]t is understood by Respondent that the OAE intends to allege that the stipulated conduct constitutes a conflict of interest, in violation of RPC 1.7(a)(2), which the respondent denies."

Respondent was admitted to the New Jersey bar in 1979. He has no history of discipline.

In 2005, Julio Sierra (Julio) contacted respondent to represent Julio's brother, Angel Jimenez (Angel), who had been charged with murder and who was being held in the Middlesex Detention Center, in lieu of bail. Respondent had known Angel's family for many years.

According to respondent, bail had been set at $750,000. Angel was unable to raise bail and to pay any legal fees. Respondent testified that Angel "had no assets. No funds. No employment. Nothing to afford Counsel." Therefore, besides Angel, Julio and Celida Sierra (Celida), their mother, also signed the retainer agreement. The agreement provided for the payment of $5,000 as a "minimum non-refundable retainer for representation for pre-indictment charges as follows, $5,000 the receipt of which is hereby acknowledged, and $10,000 upon indictment . . . ." The agreement further provided for a $325 hourly rate for services performed by respondent and $225 for

services rendered by associates in the firm. Julio and Celida agreed to "pay any outstanding [fee] balance . . . plus costs in excess of the retainer fee . . . upon presentation of invoice for same." Finally, it was agreed that failure to make any of the above payments would cause respondent to cease the representation and/or move to be relieved as counsel.

Consistent with the agreement, Julio paid respondent an initial $5,000 and then another $5,000, in September 2005, after Angel's indictment.

From March 2005 through August 2008, respondent performed legal services on Angel's behalf. Respondent maintained contact with Julio and Celida, who attended many of the court appearances.

On July 25, 2007, respondent met with Julio to discuss a $50,000 balance representing expert and investigation fees, as well as legal services performed by respondent. Respondent memorialized their discussion in a letter to Julio, dated July 26, 2007. The letter confirmed that their understanding that, based upon Julio's promise to pay the $50,000 at the time of the refinance of his Perth Amboy property, one of three that he owned, respondent would continue to represent Angel in the criminal matter. According to respondent, he "accepted [Julio's] word because [he had] known him and his family. They're from

Perth Amboy. I grew up in Perth Amboy. And that's why they came to retain me, to represent their brother."

In early January 2008, Julio told respondent that he would be able to pay him only $10,000 from the refinance, that respondent was not going to be involved in the refinance process, and that respondent would get the remainder of his fee at a later time.

Respondent testified that he was surprised by Julio's statements. He had represented Julio "in a couple of other things during that interval" but, instead, Julio was going to use a title company for the refinance. According to respondent, he was "concerned that [he] might not even see the $10,000."

By letter dated January 4, 2008, respondent confirmed his conversation with Julio. He also had Julio sign a letter confirming that he was going to be paid $10,000 out of the refinance. He received the $10,000 in March 2008, although not from the refinance of the property, but from its sale.

By that time, respondent had billed in excess of $70,000 in fees, had incurred approximately $13,000 in costs, and had been paid only about $20,000. He asked Julio "where [Julio] was going to get the outstanding balance because at this point, [they] were going through a series of hearings regarding the evidence and so forth in the murder case and the bill was increasing." He

placed calls to Julio, seeking payment of the outstanding balance.

On May 1, 2008, respondent sent an itemized invoice to Julio. Respondent testified that Julio did not react to his invoice and did not return his phone calls until June 10, 2008, when Julio left a message saying that "there was no more money." Julio suggested that his brother "take a plea."

According to respondent,

> [a]t that point I realized that all this time [Julio] was telling me that he was going to pay me, he was going to refinance the property. And that he was sincere.
>
> But basically he had misrepresented all the time, and he was just defrauding me. He was not going to pay me what he owed me. He was not going to pay me any more money.
>
> I did some investigation and I found out what he had done was he sold the property. He sold the property to his brother and the deed showed one dollar.
>
> [T19-15 to T20-1.][1]

On June 23, 2008, respondent wrote a letter to Julio and to Julio's mother, with a copy to Angel, stating that they now owed him over $66,000 and that he could not continue to represent Angel without an "indication that the outstanding balance is to be paid in full." The letter also informed them that respondent

[1] "T" denotes the transcript of the DEC hearing on May 24, 2010.

had "no other alternative" but to make an application to the court to be relieved as counsel.

Earlier, respondent had sent invoices to Angel, his mother, and Julio, on May 1 and June 20, 2008. After the June 23, 2008 letter, he sent two additional invoices, on July 1 and August 28, 2008. Each invoice was accompanied by a letter to all three individuals, announcing respondent's intention to file a motion to be relieved as counsel, if payment was not arranged, and also properly advising them of their right to file for fee arbitration, pursuant to R. 1:20A-6 ("Pre-Action Notice to Client"). The letters, sent by regular and certified mail, informed them that, if payment was not received within thirty days, respondent would file a suit for the collection of the fee, without further notice to them. The letters were sent via regular and certified mail.

In early July 2008, respondent filed a motion to withdraw as counsel, based on the non-payment of fees and breach of the retainer agreement. Respondent testified that, in his attachments to the motion, he indicated his intention to file a suit for the collection of the fees. He also attached a copy of the pre-action notices

> so the court would realize the fact that I as a solo practitioner could no longer continue to represent the defendant when the responsible parties were no longer paying

> for the costs of not only my time but for the costs of the investigation, the experts and the staff.
>
> [T21-9 to 14.]

The Prosecutor's Office did not file an objection. No trial date had been set at that time.

The motion was not heard until August 27, 2008. Julio and Celida were present on the return date of the motion, as was Angel. Respondent thought it "very unusual" that the court did not question Angel as to whether he wished respondent to continue as his attorney.

According to respondent, he informed the judge that Angel "had no role whatsoever in the payment of [his] fees or costs for his representation" because Angel had "no wherewithal to pay." Respondent also told the judge that he had never discussed fees or costs with Angel.

On the return date of the motion, the prosecutor voiced an objection to it. The judge denied the motion, even though no trial date had been set, because, the judge said, it was "too late in the game for [respondent] to jump ship." The judge then set a trial date for December 2008.

At oral argument before the judge, respondent indicated his intention to appeal the judge's ruling, which he did. Respondent

told the hearing panel that he had been in a similar position in a former case and that the Appellate Division had reversed the trial court's decision. Therefore, he claimed, he "felt very strongly" that his appeal would be successful in Angel's case as well. The judge denied respondent's request to stay the trial pending appeal.

On August 29, 2008, respondent filed a complaint against Angel, Julio, and Celida for $74,000 in legal services rendered to Angel. He filed an amended complaint, on September 23, 2008, asking for a $74,000 judgment and for the sale of the Perth Amboy property to be set aside as fraudulent. Respondent believed that the transfer of the property to one of Julio's brothers, for nominal consideration, was designed to prevent respondent from getting a judgment against the property.

According to the stipulation, "[r]espondent was ready to proceed with the criminal matter, regardless of the lawsuit. He did not withdraw from the representation of the defendant, and asserted to the Court, on September 22, 2008, that he was ready to try the case."

When Angel learned about the suit, he asked the trial judge for another lawyer. By order dated October 10, 2008, the judge amended his prior order and relieved respondent as Angel's counsel. The judge found that the filing of the suit against

Angel made it "impossible" for respondent to continue to represent him.

At the DEC hearing, respondent testified that he "didn't think [that his continuation of the representation] in any way was affected by the civil lawsuit in order to collect the money from his brother and/or his mother." He added that he could have "just as easily dismissed [Angel] from the lawsuit as [he] put him in the lawsuit, but it was part of the notice because [R. 1:20A-6] require[s] you to put a 30 day action notice on the client if you are going to file a civil action."

By the way, Julio did avail himself of the fee arbitration process. Julio requested the appropriate forms on September 20, 2008. The fee arbitration committee docketed the matter on October 11, 2008, one day after the trial court relieved respondent from Angel's representation. Respondent testified that the fee arbitration committee awarded him $55,000 in fees on May 13, 2009.

Seemingly, the award was never satisfied. Respondent testified: "And then, of course, they didn't pay. So that had to be filed with the civil suit. You filed an extra count in the complaint just taking the fee arbitration panel's decision and put it in there. It's almost like summary proceedings." Respondent explained that, even though he was awarded $55,000 by the fee arbitration committee, "the civil suit is now more

concerning the fraudulent conveyance of the property because [Julio] ended up getting $70,000 out of the transfer to his brother where he lied to me and told me he was only getting $10,000. So there was a fraud committed here."

Respondent told the hearing panel that he did not obtain a judgment against Angel, but has "a motion for summary judgment" against Julio and Celida for the $55,000. As of the date of the DEC hearing, May 24, 2010, the lawsuit was still pending.

In its brief to us, the OAE took the position that respondent engaged in a conflict of interest when he sued his client for unpaid legal fees, while continuing to represent the client in connection with criminal charges. The OAE cited Pellettieri, Rabstein and Altman v. Protopappas, 383 N.J. Super. 142 (App.Div. 2006), where the Appellate Division held that an attorney's cause of action to seek unpaid legal fees arising from a retainer agreement does not arise until the case is concluded or the attorney-client relationship is terminated, whichever occurs first. Id. at 153. The OAE argued that, by suing an existing client, respondent violated RPC 1.7(a)(2). The applicable provision of that rule prohibits a lawyer from representing a client if there is a significant risk that the representation of the client will be materially limited by a personal interest of the lawyer.

In his brief, counsel for respondent urged us to find that no ethics violation occurred in this case. In justifying the filing of the suit, counsel explained that respondent "needed to file a lawsuit against [Julio] as soon as legally possible, in order to prevent any further fraudulent conveyances." Counsel further explained that Angel was "a defendant in name only, because at the time of the filing, Respondent had already disclaimed any expectation of the client's responsibility for the fee." Counsel argued that the filing of the suit did not "cross the ethical threshold," as suggested by the OAE, because the client had already been on notice that his brother was not paying the promised legal fees and that respondent would file a lawsuit, if his brother did not elect to pursue fee arbitration. In addition, counsel asserted, the client had already been the recipient of a motion to withdraw. Accordingly, counsel argued, the lawsuit "did not increase any of that friction."

Counsel's position was that the lawsuit did not create a "personal interest adverse to the client." Acknowledging that, "[o]bviously, the interest in getting paid was always there," counsel asserted that respondent "was not interested in getting paid by the client himself . . . payment was never the client's responsibility."

Noting that "our rules do not specify whether the representation must have terminated prior to the service of the Pre-Action Notice, or prior to the civil complaint itself," counsel requested that, if any ethics prohibition is found to exist in the instant situation, it be applied prospectively.

The DEC found that respondent "created a conflict of interest of such magnitude that the trial judge was left with no alternative but to relieve [him] as counsel upon learning that [he] had sued his client over legal fees." The DEC noted that, "[w]hile it may be true that there is a dearth of cases in New Jersey of attorneys suing existing clients," the Pelletieri case makes it clear that an attorney's cause of action for legal fees does not arise until the matter is concluded or the attorney-client relationship is terminated, whichever occurs first. The DEC concluded that, because there was still an attorney-client relationship in this instance, the filing of a suit against the client created an actual conflict of interest and "a divided loyalty situation between Respondent's personal interest of getting paid and his duty to represent his client."

Finding that respondent had engaged in an unwaivable conflict of interest, the DEC recommended that a clear message be sent to the bar that "suing an existing client violates ethical rules and will not be tolerated in New Jersey."

In aggravation, the DEC considered that respondent's conduct in suing a client who had been charged with first-degree murder and who had been "sitting in jail" for over three years was "particularly abhorrent" and that respondent's suing the client "a mere two days" after his motion was denied forced the trial judge to relieve him as counsel. The DEC did not accept, as mitigation, respondent's assertion that the real aim of the suit was against the brother and the mother, not the client. The DEC noted that, if that were true, respondent should have "omitted his client from the lawsuit."

Based upon the "egregious nature of Respondent's conduct," the DEC recommended a six-month suspension.

Following a de novo review of the record, we find that the DEC's conclusion that respondent's conduct was unethical as fully supported by clear and convincing evidence.

Despite respondent's protestations to the contrary, it is unquestionable that he created a conflict of interest when he sued his client, Angel, as well as the parties who were legally bound to pay the fee, Julio and Celida. Obviously, by suing an existing client, respondent placed himself in an adversarial position vis-à-vis the client, a situation that jeopardized his duty to represent Angel with the utmost zeal. It is hard to envision a situation more riddled with conflicting interests and

more likely to show a diminution of the ardor and determination that any client, particularly one who is facing murder charges, rightfully expects of his lawyer. How could Angel remain confident that respondent would defend him with all the vigor he could muster when respondent put himself in the most combative position ever imaginable -- a lawsuit against his own client and family members; when respondent was owed a substantial sum of money, expected to charge a considerable amount for future work, and had no guarantee that he would ever be paid; and when respondent felt betrayed and defrauded by his client's own brother? In the end, it was the client, not the lawyer, who recognized the impossible collision course between his and respondent's interests and told the court that he wanted another lawyer.

At the hearing below, respondent attempted to place great significance on the fact that he never expected to get any money from Angel, that his quarrel was with Julio and Celida, and that he could have easily dismissed Angel from the lawsuit. But even if respondent had not named Angel as a party, a conflict of interest would have emerged. That respondent's war was not against Angel personally would not have assured Angel that respondent would prepare his case and defend him with unrestricted fervor. How could Angel reasonably have that

expectation when his mother and brother were being hailed into court by his own lawyer and being depicted as dishonest people for not having paid the fee for Angel's representation?

Respondent placed considerable weight on the dearth of guidance on whether a conflict arises when an attorney sues a current client. The counter-argument is obvious: such guidance is unnecessary because it is axiomatic that a lawyer cannot sue an existing client without running afoul of conflict of interest principles. As noted in the OAE's brief to the hearing panel, "[t]his dearth of law was seen by at least one disciplinary authority as a sign that such conduct is obviously wrong" (OAEb3). In Grievance Com. of the Bar of Hartford County v. Rottner, 152 Conn. 59, 66 (1964), the Connecticut Supreme Court found that

> [t]he almost complete absence of authority governing the situation where, as in the present case, the lawyer is still representing the client whom he sues clearly indicates to us that the common understanding and common conscience of the bar is in accord with our holding that such a suit constitutes a reprehensible breach of loyalty and a violation of the preamble to the Canons of Professional Ethics.

This reasoning is sound. It is fundamental that, in such situations, the lawyer's interests inevitably clash with the client's welfare. If a lawyer cannot sue a current or, at times,

even a former client on another client's behalf, then why would it be acceptable for a lawyer to sue an existing client on the lawyer's own behalf, a situation even more egregious? And, as a California court concluded, "[a]lthough the question of an attorney's suit against a present client is not explicitly covered in the Rules of Professional Conduct, or by any statute, arguably it may be prohibited by the general rule of loyalty recognized at common law." Santa Clara County Counsel Attorneys Association v. Woodside, 7 Cal 4th 525, 548 n.10(a) (1994).

In short, despite the paucity of rule or law on the subject -- or precisely because of it -- the basic truth is that lawyers cannot sue present clients without immersing themselves in an untenable conflict of interest.

Respondent requests that we find no ethics impropriety in his actions or, in the alternative, if any impropriety is found, that it be "applied prospectively." We deny respondent's requests for two reasons. First, respondent could not have reasonably thought that suing a client raised no conflict of interest problems. Second, this issue is not novel in New Jersey. At least two disciplinary cases, In re McDermott, 142 N.J. 634 (1995), and In re Loring, 62 N.J. 336 (1973), addressed the same (McDermott) and similar (Loring) conduct and concluded that it was wrong.

In McDermott, a case that resulted in a reprimand, the attorney was retained to represent the buyer of real property. In the Matter of John V. McDermott, DRB 94-385 (May 23, 1995) (slip op. at 3). Because the client and her husband were unable to obtain financing, her parents agreed to provide a portion of the purchase price. Id. at 5. As a result of a discrepancy in the description of the real estate, a situation that the client brought to the attorney's attention at their initial conversation and that the attorney failed to address, the closing did not take place. Id. at 5-7. Nevertheless, on the scheduled closing date, the attorney demanded the payment of his fee. He did not provide the client with a statement of services but, rather, relied on the amounts set forth in the closing statement. Id. at 6. He told the client that he would continue to represent her in an effort to either correct the lot discrepancy or to obtain the return of her deposit. Ibid.

Feeling pressured because the attorney was holding all of her purchase money, the client paid the attorney the $993 that he had demanded. Ibid. Later, after conferring with two other lawyers, the client stopped payment on the check to the attorney. Id. at 7. The client believed that, if the attorney had properly represented her interests, the problem with the discrepancy would have been resolved well before the closing.

Id. at 7-8. Also, the client was advised by one of the lawyers with whom she conferred that she should talk with the attorney, in person, to see if they could come to an agreement with respect to the fee. Id. at 8. Before the client had an opportunity to do so, however, the attorney called her and her parents and advised them that he would be filing a criminal complaint against them for theft of services, unless he received his fee. Ibid.

After the client promptly contacted the attorney and he rejected her offer as unsatisfactory, he filed criminal charges against her and her parents. Id. at 9. At that juncture, their attorney-client relationship had not been formally terminated. Ibid. Although the attorney was aware of other available remedies, such as fee arbitration or a civil action, he failed to pursue either. Ibid.

Thereafter, the client and her parents were fingerprinted and photographed at a local police station. Ibid. To avoid prosecution, the parents agreed to make full payment to the attorney. Ibid. The attorney, however, refused to withdraw the criminal charges unless the client and her parents agreed to sign a document releasing all actions and claims against him, except for fee arbitration. Id. at 9-10. Although a resolution could not be reached, at some point the charges were dismissed

on motion of the prosecutor, apparently because he found the claim to be civil, not criminal, in nature. Id. at 10.

The attorney was found guilty of violating RPC 3.4(g) (presenting or threatening to present criminal charges to obtain an improper advantage in a civil matter) and RPC 8.4(d) (conduct prejudicial to the administration of justice). Id. at 12-13.

No finding of a violation of RPC 1.7 (conflict of interest) was made, presumably because the complaint did not charge respondent with such a violation. Under R. 1:20-4(b), a complaint must allege "sufficient facts to constitute fair notice of the nature of the alleged unethical conduct, specifying the ethical rules alleged to have been violated." It should be noted, however, that a charge in this regard would have been amply sustained.

In Loring, also a reprimand case, the attorney did not sue existing clients, but took other adverse action against them. There, the clients and the attorney had agreed that the attorney's fee in a criminal matter would be paid out of the proceeds from the upcoming sale of the client's house. Id. at 338-39. The clients hired the attorney to represent them in connection with that sale. Id. at 339. When the attorney learned that, instead, the clients were going to use the proceeds to purchase another house, at the closing of title he

asserted a "lien" for his fee in the criminal matter and for his real estate fee. Ibid.

In relying on an express agreement for the payment of his fee out of the sale proceeds, the attorney took no action to enforce the clients' fee obligation, pending the closing. Id. at 341. In addition, he was not warned of the intended repudiation of the agreement until a few days before the closing. Ibid.

The Court found no fault with respondent's assertion of the lien. Ibid. It concluded, however, that the attorney had engaged in a conflict of interest:

> This aspect [the conflict of interest] of the Committee's concern was posed to respondent at the hearing. He made no effort to meet it other than by a conclusional averment that he saw no conflict. However, he was representing the [clients] at the closing in relation to the sale transaction and at the same time pressing on his own behalf an adverse lien on the sale proceeds for his fee claim. We conclude there clearly was a conflict of interest and that respondent ethically should have withdrawn as the closing attorney so that the [clients], who respondent knew were opposed to his satisfying his fee out of the sale proceeds, would have an opportunity to be represented by independent counsel in that phase of the matter. DR 5-101(A); and see *In re Kushinsky*, 53 N.J. 1 (1968). The [clients'] interest in retaining at the closing the total net proceeds of the sale and respondent's interest in a claimed lien for $ 3,750 against such proceeds were in plain discord. It would have been impracticable and unwarrantably expensive for the [clients] to have had to be

> represented by two attorneys at the closing, one in relation to the sale transaction and the other in relation to the asserted lien.
>
> [In re Loring, 62 N.J. 336, 341-42 (1973).]

Both McDermott and Loring, thus, made it clear that, when an attorney asserts a personal claim against a present client, their interests necessarily become antagonistic.

We find that respondent's conduct in suing an existing client caused their respective interests to be in a conflicting position. What discipline, is, thus, appropriate for this respondent's violation of RPC 1.7(a)(2)?

Since 1994, it has been a well-established principle that a reprimand is the standard measure of discipline imposed on an attorney who engages in a conflict of interest. In re Berkowitz, 136 N.J. 148 (1994). If the conflict involves "egregious circumstances" or results in "serious economic injury to the clients involved," then discipline greater than a reprimand is warranted. Id. at 148. See also In re Guidone, 139 N.J. 272, 277 (1994) (reiterating Berkowitz and noting that, when an attorney's conflict of interest causes economic injury, discipline greater than a reprimand is imposed; the attorney, who was a member of the Lions Club and represented the Club in the sale of a tract of land, engaged in a conflict of interest when he acquired, but failed to disclose to the Club, a

financial interest in the entity that purchased the land, and then failed to fully explain to the Club the various risks involved with the representation and to obtain the Club's consent to the representation; the attorney received a three-month suspension because the conflict of interest "was both pecuniary and undisclosed") and In re Fitchett, 184 N.J. 289 (2005) (three-month suspension; the Court order noted that the "circumstances of [the attorney's] conflict of interest [were] egregious" and that his misconduct was "blatant and gross").

In special situations, admonitions have been imposed on attorneys who have violated the conflict of interest rules post-Berkowitz and Guidone. See, e.g., In the Matter of Cory J. Gilman, 184 N.J. 298 (2005) (attorney admonished for an imputed conflict of interest, among other violations, based upon his preparation of real estate contracts for buyers requiring the purchase of title insurance from a company owned by his supervising partner; compelling mitigating factors present); In the Matter of Carolyn Fleming-Sawyerr, DRB 04-017 (March 23, 2004) (attorney admonished for, among other things, engaging in a conflict of interest when she collected a real estate commission upon her sale of a client's house; mitigating factors were the attorney's unblemished fifteen-year career, her unawareness that she could not act simultaneously as an attorney

and collect a real estate fee, thus negating any intent on her part to take advantage of the client, and the passage of six years since the ethics infraction); In the Matter of Andrys S. Gomez, DRB 03-203 (September 23, 2003) (admonition for attorney who, among other things, engaged in a conflict of interest when he represented both driver and passengers in a motor vehicle accident; mitigating circumstances were the significant measures" taken by the attorney "to improve the quality of [his] practice"); and In the Matter of Victor J. Horowitz, DRB 01-091 (June 29, 2001) (on motion for discipline by consent, attorney was admonished for representing both driver and passengers in an automobile accident, a violation of RPC 1.7; the attorney's unblemished nineteen-year career was considered in mitigation).

Although compelling circumstances may reduce the threshold measure of discipline to an admonition, that level of discipline is not adequate in this case. First, by being relieved of the representation two months before the scheduled trial, respondent caused the resolution of Angel's case to be delayed. Second, the serious conflict of interest that respondent created by filing a lawsuit against an existing client, a client who was facing murder charges, is the sort of conduct that, regrettably, contributes to the lack of confidence that members of the public at times display toward the judicial system.

We are aware that respondent has not had any discipline since his admission to the bar, thirty-one years ago. Balanced against the above aggravating factors, however, this mitigating circumstance is insufficient to warrant discipline short of a reprimand, the appropriate sanction in this instance.

Vice-Chair Frost did not participate.

We further determine to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs and actual expenses incurred in the prosecution of this matter, as provided in R. 1:20-17.

Disciplinary Review Board
Louis Pashman, Chair

By: Julianne K. DeCore
Julianne K. DeCore
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Richard J. Simon
Docket No. DRB 10-282

Argued: November 18, 2010

Decided: December 10, 2010

Disposition: Reprimand

Members	Disbar	Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Pashman			X			
Frost						X
Baugh			X			
Clark			X			
Doremus			X			
Stanton			X			
Wissinger			X			
Yamner			X			
Zmirich			X			
Total:			8			1

Julianne K. DeCore
Julianne K. DeCore
Chief Counsel