

**STATE OF NEW HAMPSHIRE  
SUPREME COURT**

**In the Matter of Robert L. Steuk - LD-2007-009**

Steuk, Robert L. advs. Attorney Discipline Office - #07-040

Steuk, Robert L. advs. Gerald N. Audet - #07-041

Steuk, Robert L. advs. Gerard J. Gambino - #07-051

**STIPULATION & CONSENT TO DISBARMENT**

NOW COME Landya B. McCafferty, Disciplinary Counsel of the New Hampshire Supreme Court Attorney Discipline Office, along with Robert L. Steuk, and Mr. Steuk's counsel, Mark F. Weaver, and stipulate as follows:

1. Mr. Steuk is an attorney licensed to practice law in New Hampshire. Mr. Steuk was admitted to practice in 1973.
2. At all times material to this proceeding, Mr. Steuk worked as an officer of Warranty Title Company, Inc., 40 South River Road, Bedford Place, Unit 61, Bedford, New Hampshire 03110 (hereinafter "Warranty Title"). Mr. Steuk's current address is 9 Ranawit Road, Exeter, New Hampshire 03833.
3. Mr. Steuk has been suspended from the practice of law since August 15, 2007, as a result of the events underlying this Stipulation.
4. The three above referenced matters (two complaints and one referral) are currently pending in the Attorney Discipline Office against Mr. Steuk.

5. The Attorney Discipline Office has not yet issued a Notice of Charges in any of the three cases.
6. Each matter stems from the same set of underlying facts.
7. The underlying facts are summarized as follows. Over a period of approximately six months (February – August 2007), Mr. Steuk moved funds, estimated by the claimants to total approximately \$450,000.00 out of Warranty Title's Escrow/Trust Account (hereinafter "Warranty's Trust Account") and into Warranty Title's Operating Account (hereinafter "Warranty's Operating Account").
8. The money at issue did not belong to either Mr. Steuk or Warranty Title, although Warranty's Trust Account did also hold funds due to Warranty Title that were rightfully transferred to Warranty's Operating Account.
9. The money Mr. Steuk removed from Warranty's Trust Account that was not due to Warranty Title was being held by it in trust and on behalf of various entities and individuals for the general purposes of paying off existing mortgages, providing cash to borrowers for refinance and/or equity loan transactions and paying proceeds to sellers of real estate.
10. As of August 9, 2007, and as a result of Mr. Steuk's removal of this money from Warranty's Trust Account, approximately twenty-five (25) checks were in the process of being returned to Warranty's Trust Account as a result of insufficient funds.
11. On August 9, 2007, Mr. Steuk reported to Chicago Title the above facts.

12. On August 10, 2007, with the permission of Mr. Steuk and Mark F. Weaver, attorney for Mr. Steuk and Warranty Title, the bank records and financial reports for Warranty Title (including statements for Warranty's Trust and Operating Accounts) were provided to Chicago Title Insurance Company.
13. Chicago Title Insurance Company provided the title insurance for Warranty Title's real estate transactions.
14. Shortly thereafter, Chicago Title Insurance Company began receiving numerous telephone calls from consumers who were given checks drawn on Warranty's Trust Account that were "bouncing" due to Mr. Steuk's transfer of money out of Warranty's Trust Account and into Warranty's Operating Account.
15. The records provided to Chicago clearly show that, as of August 10, 2007, an estimated \$450,000.00, which did not belong to Mr. Steuk or Warranty Title, had been removed from Warranty's Trust Account and transferred to Warranty's Operating Account.
16. Gerald N. Audet is the Complainant in matter #07-041.
17. On May 23, 2007, Mr. Audet attended a real estate closing on his home at 264 Lakeshore Drive in Franklin. As part of the closing, Warranty Title issued Mr. Audet a check for \$58,612.00 (as extra cash to close). On August 8, 2007, Mr. Audet deposited the check from Warranty Title into his account at Franklin Savings Bank. On August 11, 2007,

Franklin Savings Bank informed Mr. Audet that the Warranty Title check had been returned due to insufficient funds.

18. Gerard J. Gambino is the Complainant in matter #07-051.
19. On August 2, 2007, Mr. Gambino attended a real estate closing at the Portsmouth office of Warranty Title. Mr. Gambino sold a piece of real estate located in Northwood to one Paul Cain. At the closing, Mr. Gambino exchanged the deed to the real estate for a check from Warranty Title for \$47,179.67. Following the closing, Mr. Gambino deposited the Warranty Title check into his account at North Middlesex Savings Bank in Lunenburg, Massachusetts. Shortly thereafter, the Warranty Title check was returned due to insufficient funds.
20. Mr. Audet and Mr. Gambino are examples of the kinds of losses that occurred as a direct result of Mr. Steuk's failure to properly safeguard the funds in Warranty's Trust Account.
21. Mr. Steuk has since caused replacement funds to be sent to both Mr. Gambino and Mr. Audet to cover the checks that did not clear, but admits that he is not able to cover all of the checks that did not clear as a result of his actions.
22. Matter #07-040 is an Attorney Discipline Office generated complaint that is based on the same set of underlying facts discussed above.

23. Mr. Steuk concedes that, in matters #07-040, #07-041 and #07-051, there is clear and convincing evidence that he violated N.H. R. Prof. Conduct 1.15(a) by failing to properly safeguard funds which Warranty Title was holding as fiduciary and in trust for third persons.
24. Mr. Steuk concedes that disbarment from the practice of law is the appropriate sanction for his misconduct.
25. In so doing, Mr. Steuk waives any and all of his due process rights under both the state and federal constitutions on the matters pending against him.
26. Mr. Steuk further waives any and all of his procedural rights under N.H. Sup. Ct. R. 37 and 37A, including but not limited to his rights:
  - (a) to notice of the charges in the form of a Notice of Charges, Rule 37A(III)(b);
  - (b) to file an Answer to any such charging document, id.;
  - (c) to have an evidentiary hearing before the Hearings Committee, at which Mr. Steuk could be represented by counsel and contest the charges, and at which the Attorney Discipline Office would have the burden of proving the charges by clear and convincing evidence, Rule 37A(III)(d);

(d) to oral argument before the Professional Conduct Committee on issues decided by the Hearings Committee, id.; and

(e) to oral argument before to the Supreme Court thereafter, id.

27. Mr. Steuk further waives his rights to challenge on any basis, in this, or in any other jurisdiction, an order of this Honorable Court finding that Mr. Steuk violated N.H. R. Prof. Conduct 1.15(a) in connection with each of the referenced matters and ordering his disbarment.
28. In deciding to sign this Stipulation and waive these rights, Mr. Steuk has had the assistance of his counsel, Mr. Weaver.
29. Mr. Steuk signs this Stipulation and waives all of the aforementioned rights knowingly, voluntarily and on the advice of counsel.
30. Mr. Steuk agrees to pay the expenses incurred by the Professional Conduct Committee in the investigation and prosecution of this matter.
31. Mr. Steuk consents to Disbarment and asks the Court to impose an Order of Disbarment in his pending cases.
32. Mr. Steuk agrees that this document and the three attorney discipline matters (i.e., all ADO file materials excluding the ADO's work product in docket #'s 07-040, 07-041, 07-051) referenced herein become public once the Court approves this stipulation and orders Mr. Steuk's disbarment from the practice of law.

WHEREFORE, the Attorney Discipline Office and Mr. Steuk respectfully pray that this Honorable Court:

- (A) Find that Mr. Steuk violated N.H. R. Prof. Conduct 1.15(a) in matters #07-040, #07-041, and #07-051;
- (B) Grant this Consent to Disbarment;
- (C) Issue an Order disbaring Mr. Steuk; and
- (D) Grant such other relief as is fair and in the public interest.

Respectfully submitted,

Dated: October 11, 2007

By: 

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Dated: October 11, 2007

By: 

Robert L. Steuk

Dated: October 11, 2007

By: 

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