

New Hampshire Supreme Court
Professional Conduct Committee
a committee of the attorney discipline system

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Bronson, Andrew G. advs. Attorney Discipline Office #10-035

**REISSUED RECOMMENDATION FOR THREE YEAR SUSPENSION
WITH TWO YEARS CONDITIONALLY STAYED
(updated monitor)**

On May 21, 2013, the Professional Conduct Committee reviewed the Assented to Motion to Permit Waiver of Formal Proceedings and for Final Ruling, the Stipulation as to Facts, Violations, and Sanction and the Proposed Monitoring Agreement in the above referenced matter. Members present included David M. Rothstein, Chair, Toni M. Gray, Vice Chair, Thomas P. Connair, Susan R. Chollet, Alan J. Cronheim, Richard H. Darling, Elaine Holden, Richard D. Sager, and Martha Van Oot. Benette Pizzimenti, Vice Chair was recused. Heather E. Krans and Lisa Wellman-Ally were absent.

Following deliberations, the Professional Conduct Committee granted the Assented to Motion to Permit Waiver of Formal Proceedings and for Final Ruling and approved the Stipulation as well as the Monitoring Agreement in this matter.

I. FINDINGS OF FACT

The parties stipulated to certain factual allegations contained in the pleadings. As a result, following consideration and review of the Stipulation and the record as a whole, the Professional

Conduct Committee determined that the record supported the following Findings of Fact by clear and convincing evidence:

1. Andrew G. Bronson was admitted to the New Hampshire Bar on November 4, 1991. He received his J.D. from the University of Virginia School of Law in 1991.
2. Mr. Bronson has not been admitted to practice law in any other jurisdiction.
3. Mr. Bronson's practice during the relevant time period was almost exclusively devoted to bankruptcy. His law office was located at 273 Main Street, Franconia, NH. His current mailing address is 4410 Pearl Lake Road, Landaff, New Hampshire, 03585.
4. Mr. Bronson has no prior disciplinary record.
5. Mr. Bronson ceased to practice law on or about March 3, 2010, due to recurring personal issues which ultimately led Mr. Bronson to admit that he is an alcoholic. Mr. Bronson has not practiced law since that date and is not currently practicing law.
6. By letter of July 16, 2010, Mr. Bronson self-reported a violation of Rule 1.15. (Footnote omitted.) The Attorney Discipline Office (ADO) docketed the matter on July 20, 2010 and referred it to Disciplinary Counsel on September 16, 2010.
7. On January 6, 2011, the New Hampshire Supreme Court issued an order administratively suspending Mr. Bronson from the practice of law for failure to file his Annual Trust Accounting Compliance Certificate for 2010.
8. Mr. Bronson is still under an administrative suspension.
9. Mr. Bronson voluntarily agreed to an audit of his law firm's books and records. The audit was completed by the ADO's staff auditor, Craig A. Calaman, on December 5, 2012.
10. The audit covered over three years, beginning on December 1, 2006 and ending on May 31, 2010. The audit showed that Mr. Bronson was not in compliance with Supreme Court Rule 50 or Rule 1.15 and was out of trust for the entirety of the audit period. He failed to properly document

receipts and disbursements, failed to consistently maintain client ledgers, receipts and disbursements and failed to perform monthly reconciliations.

11. Despite the myriad trust account problems resulting from Mr. Bronson's alcoholism, as explained more fully below, the ADO has never received a client complaint about Mr. Bronson.

**Background: Events Leading to Self-Report
and In-Patient Treatment**

12. Around March of 2010, Mr. Bronson made contact with the New Hampshire Lawyers Assistance Program ("NHLAP"). With the assistance of Cecile B. Hartigan, NHLAP's Executive Director, and through conversations with friends, family, and colleagues, Mr. Bronson decided to stop drinking and seek help to address his alcoholism.
13. That assistance first took the form of a friend and lawyer, "Mike B.," who was Mr. Bronson's roommate in law school and has known Mr. Bronson since 1988. Mike B. became Mr. Bronson's sponsor. On or around March 22, 2010, Mr. Bronson flew to Dallas, Texas, where he spent approximately two weeks living with Mike B.
14. During that time, he abstained completely from alcohol and attended frequent Alcoholics Anonymous ("AA") meetings. Mr. Bronson attended between four to six AA meetings daily during the time he was in Dallas. Mike B. accompanied him to at least two of those daily meetings. When Mike B. could not be with Mr. Bronson, he arranged for other recovering alcoholics to attend the additional meetings with Mr. Bronson.
15. Mr. Bronson returned to New Hampshire around mid-April 2010, and at NHLAP's suggestion, he agreed to attend in-patient treatment for his alcoholism. Mr. Bronson committed to this in-patient treatment and borrowed money so that he could attend. He also acknowledged at that time that although his cases still required attention, he could not re-enter private practice without threatening his sobriety and putting his clients at further risk.
16. Beginning in April 2010, Mr. Bronson spent three weeks at High Watch Recovery Center, a residential rehabilitation community located in Kent, Connecticut. During his time at High Watch, Mr. Bronson followed an extremely regimented daily routine (including physical work) and attended daily meetings and lectures aimed at admitting his alcoholism, addressing it, and acquiring "tools" to avoid its harmful effects. He also met with a physician and a social worker several times during his recovery at High

Watch.

17. Mr. Bronson completed his in-patient treatment at High Watch on or about May 8, 2010. He did not immediately obtain employment and had no interest in resuming the practice of law because he believed, as did his support network, that his sobriety should be his primary focus. Mr. Bronson continued to attend AA meetings two to three times a week. Over the next year, and every day since, Mr. Bronson focused on staying sober.
18. After becoming employed during 2011 (in a non-lawyer position), Mr. Bronson attended AA meetings two to three times a month and maintained his sobriety. During 2012, Mr. Bronson continued to attend monthly meetings and continues to maintain his sobriety.
19. Mr. Bronson speaks with his sponsor, Mike B., anywhere from daily to two to three times per week.

**Measures Taken by Attorney Bronson to
Mitigate Prejudice to His Clients**

20. As noted above, Mr. Bronson stopped drinking on March 22, 2010 and flew to Dallas shortly thereafter. A friend and fellow bankruptcy practitioner, Mark P. Cornell, agreed to take over Mr. Bronson's case load for what both men believed would be a period of a few weeks while Mr. Bronson was beginning his recovery in Dallas.
21. During Mr. Bronson's absence, it became clear to Mr. Cornell that there were many more active cases than he initially expected. When Mr. Bronson returned to New Hampshire, he determined that in order to address his alcoholism, he needed to refrain from practicing law and enter in-patient treatment.
22. It was in this context that Mr. Cornell, along with Michelle M. Kainen, also a bankruptcy practitioner, generously agreed to take over Mr. Bronson's caseload and see his cases through to resolution.
23. As noted above, Mr. Bronson had not been maintaining his client trust account in accordance with the rules of professional conduct and Supreme Court Rule 50. He had not been diligent in pursuing his clients' bankruptcies. In general, his case load was in a state of disarray.
24. After a significant amount of dialogue, Mr. Cornell, Ms. Kainen, and Mr. Bronson, working in conjunction with NHLAP and with the ADO, agreed that Mr. Bronson would transfer his IOLTA client trust account to the

Cornell & Ovitt Puc IOLTA trust account. Fearing that the balance in that account might not cover all client needs, Mr. Bronson caused an additional \$3,819.00 of his personal funds (which he borrowed from friends and family) to be paid into the Cornell & Ovitt Puc IOLTA trust account.

25. Mr. Cornell, Ms. Kainen, and Mr. Bronson ultimately agreed on the following arrangement for those matters which still required work: (1) if a client had paid a *portion* of legal fees, Mr. Cornell or Ms. Kainen would take on the case and receive the balance of the fee from the client for completing the bankruptcy work; (2) if a client had paid *all* legal fees as well as all filing costs, Mr. Cornell or Ms. Kainen would take the case on without charging any additional legal fees (essentially completing cases *pro bono*), but the client would have to pay the filing fees again if the case had not yet been filed in bankruptcy court. The plan was to then reimburse, from the IOLTA funds deposited by Mr. Bronson into the Cornell & Ovitt Puc IOLTA trust account, every client who had to pay a filing fee twice. (The filing fees were between \$274 and \$299).
26. This arrangement accomplished several goals. Most importantly, it ensured that all of Mr. Bronson's clients would have their bankruptcies completed. Secondly, it ensured no client paid legal fees beyond the fees quoted by Mr. Bronson. Finally, while Mr. Cornell and Ms. Kainen were doing a great deal of work *pro bono*, it allowed them to at least avoid "out of pocket" expenses for those clients who had already paid Mr. Bronson but for whom bankruptcies were never filed.
27. Mr. Cornell and Ms. Kainen sorted through nearly 200 client files that Mr. Bronson could not attend to in the wake of his crisis.
28. Throughout the period of time that Mr. Cornell and Ms. Kainen were sorting through Mr. Bronson's files and completing the bankruptcy work, Mr. Bronson was either in Dallas, attending in-patient treatment at High Watch, in Kent, Connecticut, or continuing his recovery post-rehab.
29. Mr. Bronson completely surrendered to the guidance of the NHLAP, Mr. Cornell, and Mike B. Since Mr. Bronson stopped practicing and stopped drinking on March 22, 2010, he has cooperated without reservation.
30. The ADO completed its audit of Mr. Bronson's trust account on December 4, 2012.
31. As of December 2012, according to the audit conducted by Mr. Calaman and supplemental information provided by Mr. Cornell, there remains only one of Mr. Bronson's former clients who is due a refund of her filing fee. Mr. Cornell sought guidance from the ADO about how to effectuate the

refund and about what to do with any balance of funds held on behalf of Mr. Bronson once all clients were paid.

32. In February 2013, the ADO advised Mr. Cornell to refund any client who is due the amount of a filing fee and disburse the remainder of the trust account to Mr. Bronson. The balance of the trust account, after reimbursing the single client the filing fee, is \$3,828.81.
33. Mr. Bronson will use a portion of these funds to pay for the costs associated with his Monitoring Agreement (for example, to purchase the device which analyzes his breath for alcohol). Mr. Bronson will use any remaining funds to partially compensate attorneys Cornell and Kainen for their work on behalf of his clients.

**Attorney Bronson's Current Status and
Continuing Efforts to Maintain Sobriety**

34. As of the date of this Stipulation, Mr. Bronson has been sober for over three years.
35. Around October of 2011, Mr. Bronson obtained full-time employment with Tender Corporation as Regulatory Affairs Manager. Tender Corporation was founded in 1975 as a family-owned and operated business in Littleton, New Hampshire, made famous by its AfterBite® insect bite treatment. Since that time, it has grown and now manufactures a full line of insect repellents, first-aid and burn remedy products.
36. In his capacity as Regulatory Affairs Manager, Mr. Bronson does not practice law. His predecessor was not a lawyer. He does not make management decisions nor does he have any duties that involve money. Rather, Mr. Bronson's position is largely administrative. His duties include completing reports for retailers, retailer support services, as well as reports for internal use concerning applications submitted by Tender Corporation annually to the FDA, EPA and state Departments of Agriculture (since insect repellents are technically a pesticide).
37. In conjunction with his current employment, Mr. Bronson has never rendered legal advice, and in the event an issue arises that remotely encroaches on legal issues, he simply flags the issue for his supervisors and suggests they contact their outside counsel.
38. Currently, Mr. Bronson attends the Manchester Attorneys' AA meetings every month. He maintains his "12 step program" and follows the other AA recommendations such as speaking weekly with his sponsor Mike B., self-appraisal "inventories," and seeking a spiritual connection with his

“higher power” through daily meditation, weekly yoga and constant gratitude.

39. Mr. Bronson has no desire to practice law at this time, although he does not rule out a return to it if Tender Corporation created an in-house legal position. However, Mr. Bronson does not intend to ever return to private practice — he states that he has never been happier in his life than today.

II. RULINGS OF LAW

The Professional Conduct Committee, upon consideration and review of the Stipulation and the record as a whole, finds there exists clear and convincing evidence to support the following Rulings of Law:

Rule 1.3: Diligence

40. The facts set forth above are incorporated by reference.
41. Mr. Bronson had a duty to act with reasonable promptness and diligence on behalf of clients.
42. As explained in more detail in Mr. Bronson’s self-report and Mr. Calaman’s audit report, Mr. Bronson failed to provide diligent representation to his clients because he failed to complete their bankruptcies, or in some cases, failed to file their bankruptcies at all despite having received fees from them.
43. Mr. Bronson’s conduct as described above constitutes the failure to act with reasonable promptness and diligence on behalf of his clients.
44. Mr. Bronson’s failures to act with reasonable promptness and diligence on his clients’ behalf caused potential harm to his clients’ cases. However, due to Mr. Bronson’s self-report and the remediating steps he took to avoid prejudice to his clients, as well as the extraordinary assistance of Mr. Cornell and Ms. Kainen, no client was harmed. All of Mr. Bronson’s former clients’ bankruptcies were completed and all clients who paid a filing fee twice were refunded the fee.
45. Under the foregoing circumstances, there is clear and convincing evidence that Mr. Bronson’s conduct constituted a violation of N.H. Rule of Professional Conduct 1.3.

Rule 1.15: Safekeeping Property

46. The facts set forth above are incorporated by reference.
47. Mr. Bronson owed his clients a duty to:
 - a. deposit and hold his clients' funds in a client trust account separate from Mr. Bronson's property and maintained in accordance with New Hampshire Supreme Court Rules;
 - b. maintain records of the handling, maintenance, and disposition of all of his clients' funds in accordance with New Hampshire Supreme Court Rules; and
 - c. deposit into the client trust account legal fees and expenses paid in advance by his clients, to be withdrawn by Mr. Bronson only as fees were earned or expenses incurred.
48. As noted in Paragraphs 9-10, *supra*, and in the audit report . . . Mr. Bronson breached these duties by essentially keeping no records or reconciliations of his trust account transactions and by commingling personal funds with client funds.
49. Under the foregoing circumstances, there is clear and convincing evidence that Mr. Bronson's conduct constituted a violation of N.H. Rule of Professional Conduct 1.15 and New Hampshire Supreme Court Rule 50.

III. SANCTION

Having made the above referenced Findings of Fact and Rulings of Law, the Professional Conduct Committee concludes that the appropriate sanction in this matter is a three year suspension with two years stayed based on the Monitoring Agreement, attached as Appendix A. The Committee recommends that the one year suspension should begin upon the New Hampshire Supreme Court's entry of an Order in this matter.

The Committee recognizes that "the purpose of attorney discipline is not to inflict punishment but rather to protect the public, maintain public confidence in the bar, preserve the integrity of the legal profession and prevent similar conduct in the future." *Grew's Case*, 156 N.H.

361, 365 (2007) (quoting *Coddington's Case*, 155 N.H. 66, 68 (2007)).

In reaching this decision, we use the American Bar Association's Standards for Imposing Lawyers Sanctions (2005) (*Standards*) for guidance. *Coffey's Case*, 152 N.H. 503, 513 (2005). Following the *Standards*, we consider "(a) the duty violated; (b) the lawyer's mental state; (c) the potential or actual injury caused by the lawyer's misconduct; (d) the existence of aggravating or mitigating factors." *Standards*, supra §3.0.

The Committee agrees with the detailed analysis of the parties included in the Stipulation to support the Sanction recommendation. See Stipulation as to Facts, Violations and Sanction, ¶'s 51 to 77.

Under the first prong of the analysis, Mr. Bronson violated duties owed to his clients by failing to complete their bankruptcies and by failing to properly manage client trust accounts. Mr. Bronson's conduct was knowing in that he was fully aware of the circumstances of his conduct in failing to diligently pursue his clients' bankruptcy cases and in failing to maintain the trust accounts. While Mr. Bronson's conduct was knowing, it was certainly impacted by his personal issues to include alcoholism. As a result, the Committee concludes that his conduct was not intentional in the sense that he intended to prejudice his clients or mishandle their trust accounts.

While Mr. Bronson's conduct may not have been fully intentional, it certainly created a potential for great harm to his clients. Fortunately, very little actual harm occurred. Although sixteen clients had to pay a double filing fee, all these clients were reimbursed for their extra expenses.

The issue that most affected the Committee in its review was that Mr. Bronson self-reported these ethical violations and took significant steps to address his personal difficulties.

In determining a baseline sanction under the *Standards*, the parties and the Committee

focused on § 4.1 of the *Standards* which provides in part:

- 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
- 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.

The parties as well as the Committee also focused on §4.4 of the *Standards* which provides:

- 4.42 Suspension is generally appropriate when:
 - (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or
 - (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.
- 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

Under the totality of the circumstances presented by this case, the Committee agrees with the parties that the combined baseline sanction for Mr. Bronson's conduct is suspension.

The Committee next reviewed aggravating and mitigating factors in this case. Mr. Bronson's substantial experience in the practice of law and the multiple offenses included in this case are aggravators under the *Standards*. See §9.22. There are, however, strong mitigating factors that have been brought to the attention of the Committee by the parties. The Committee concurs with the parties' Stipulation and finds the following mitigating factors including Mr. Bronson's lack of prior discipline, his full disclosure to the Attorney Discipline Office of these

issues and his cooperative approach in these proceedings. In addition, the Committee finds that Mr. Bronson had no selfish motives. He was dealing with difficult personal and emotional problems during the time of the violations, has expressed remorse, has accepted responsibility for his conduct and, critically important, has made timely and continuing efforts to rectify the consequences of his misconduct. *See Standards*, §9.32.

After considering both the aggravating and substantial mitigating factors, the Committee agrees that a three year suspension with two years stayed based on compliance with the Monitoring Agreement is the appropriate sanction in this matter. Compliance with the monitoring requirements and the other included conditions should be a condition of Mr. Bronson's reinstatement.

Mr. Bronson should comply with the following specific conditions during his one year suspension, successful completion of which should be a prerequisite to his reinstatement:

- a) Alcohol Monitoring by NHLAP. Mr. Bronson should comply with all terms of the Monitoring Agreement attached hereto as Exhibit A and incorporated herein by reference. In short, the Agreement requires Mr. Bronson to test twice monthly for alcohol consumption, attend AA meetings three times per week, and work closely with NHLAP and a mentor assigned by NHLAP.
- b) Outreach by Mr. Bronson. Mr. Bronson should make himself available to be a speaker on behalf of the New Hampshire Lawyers Assistance Program. Toward this end, he should work with Ms. Hartigan (or the appropriate individual(s) at NHLAP) to find appropriate venues for such outreach. Such venues could include, but are not limited to, the University of New Hampshire Law School and the Practical Skills Course required of all individuals newly admitted to the New

Hampshire Bar. Mr. Bronson should speak at a minimum of two events during the 12 months following the effective date of his one year suspension.

Mr. Bronson should also comply with the following conditions for a one year period following his reinstatement. For the one year period following his reinstatement, Mr. Bronson should keep the ADO apprised of his employment status. The ADO may, in its discretion, require monitoring of any accounts associated with Mr. Bronson's practice of law. Upon reinstatement, Mr. Bronson should inform the ADO of his current employment status and his duties. If, at any point during the year following his reinstatement, Mr. Bronson's employment status changes, he should so inform the ADO. In addition, depending on the nature of Mr. Bronson's employment and whether any of his duties involve the handling of clients' funds, the ADO may, in its discretion, require that Mr. Bronson retain a CPA, which should be approved by the ADO, to perform some or all of the following:

- (a) Within the time frame prescribed by the ADO, Mr. Bronson may be directed to retain a CPA at his own expense. The CPA shall be charged with reviewing Mr. Bronson's office-related accounts and his accounting practices and procedures and, after such review, determining whether Mr. Bronson is in compliance with Supreme Court Rule 50 and Rule of Professional Conduct 1.15. The CPA shall file a report with the ADO setting forth the CPA's findings ("initial findings report").
- (b) Should the CPA find any shortcomings with Mr. Bronson's accounting procedures, the CPA shall recommend remedial measures. Mr. Bronson agrees to promptly implement the additional measures, and to report to the ADO on his satisfactory compliance therewith, within 30 days of the issuance of the CPA's report setting forth remedial measures ("remedial measures compliance report").

(c) The CPA shall submit quarterly, for a period of one year, a report certifying that Mr. Bronson's accounting procedures comply with Rule 1.15 and Rule 50. The one year period of such quarterly reporting shall begin, at the earliest, 30 days from the receipt by the ADO of the initial findings report, or, at the latest, within 30 days of receipt by the ADO of the remedial measures compliance report.

Should Mr. Bronson fail to comply with these conditions, the Committee recommends that he be subject to an Order to Show Cause why the two year stayed suspension should not be imposed. Should Disciplinary Counsel file such a request, Mr. Bronson should be afforded a hearing before a Hearings Committee for the purpose of determining whether he has failed to comply with the above-referenced conditions.


In reviewing this matter, the Professional Conduct Committee wishes to take special note of the work of Attorneys Mark P. Cornell and Michelle M. Kainen in supporting Mr. Bronson as he addressed his personal issues. They each committed an enormous number of hours of pro bono work to support not only Mr. Bronson during this difficult period but, more importantly, Mr. Bronson's clients. The Stipulation notes that they reviewed nearly 200 client files to assure that Mr. Bronson's legal matters were properly addressed. The support and guidance of Cecile B. Hartigan, Executive Director of the New Hampshire Lawyers Assistance Program should also be noted as well as the support and assistance of Mr. Bronson's sponsor, Mike B. Finally, the Committee notes and appreciates the time that Disciplinary Counsel has taken to review this matter and her efforts to address these disciplinary issues in a way that balances public protection with Mr. Bronson's personal circumstances.

IV. CONCLUSION

For the above reasons, the Professional Conduct Committee recommends to the New Hampshire Supreme Court that Andrew G. Bronson be suspended for a period of three years with two years being stayed based on compliance with the attached Monitoring Agreement for his violation of New Hampshire Rules of Professional Conduct, Rules 1.3 and 1.15. Mr. Bronson has agreed in the Stipulation to pay the expenses incurred by the Professional Conduct Committee in the investigation and prosecution of this case. It is therefore also recommended that he be assessed all such costs and expenses. *See* New Hampshire Supreme Court Rule 37(19).

Therefore, the Professional Conduct Committee directs Disciplinary Counsel to file a Petition for Suspension of Andrew G. Bronson in the New Hampshire Supreme Court.

August 8, 2013



David M. Rothstein
Chair

Distribution:

Sara S. Greene, Disciplinary Counsel
Andrew G. Bronson
Cecile B. Hartigan, Executive Director, New Hampshire Lawyers Assistance Program
File

NEW HAMPSHIRE LAWYER ASSISTANCE PROGRAM

Monitoring Agreement

WHEREAS, (the Monitored Attorney), has requested that monitoring services be provided as set forth herein, in accordance with the recommendation of the New Hampshire Supreme Court Attorney Discipline Office and the services of the New Hampshire Lawyers Assistance Program (hereinafter NHLAP or Program) ;

NOW, THEREFORE, the Monitored Attorney, the Monitor, and Cecile Hartigan, Director, NHLAP (the Supervisor), agree that Monitoring under this agreement shall be for one (1) year and shall begin to run upon the entry of an order by the New Hampshire Supreme Court requiring monitoring.

I. The Monitored Attorney agrees:

- (1) To remain abstinent from all alcohol and other mood-altering substances. This prohibition is not meant to apply to anti-depressants and mood stabilizers, when such drugs are prescribed by a licensed health care provider who is treating the attorney or supervising such treatment. Medications that are classified as controlled substances or otherwise known to be drugs of abuse are prohibited unless and such medications are approved by the Supervisor in consultation with an addiction psychiatrist. The Monitored Attorney agrees to make known to the Supervisor all medications prescribed to him/her.
- (2) To abstain from taking over-the-counter medication that contains alcohol or mind or mood-altering substances.
- (3) To attend a structured recovery support group:
 - (a) He shall attend at least three meetings per week. The Monitored Attorney must have the attendance log sheet signed at each meeting to be made available to the Monitor.
 - (b) Attendance at an appropriate structured recovery support group meeting for attorneys, located within a reasonable distance from the Monitored Attorney's residence or office, may suffice as one of the required meetings.
 - (c) He must make a *bona fide* effort to work actively on all of the steps of the appropriate program within the first year of this Monitoring Agreement, as directed by the Monitored Attorney's sponsor.
- (4) (a) To submit to and bear the costs of the Soberlink Alcohol Testing protocol as directed by the Supervisor. The Monitored Attorney understands that a missed test constitutes a positive test result. The

Monitored Attorney further understands that a positive test result is a material breach of the contract, which may or may not result in termination from the Program. The Supervisor shall have sole discretion to determine whether any breach of the Contract by the Monitored Attorney shall result in termination from the Program.

- (b) To be present at a specified drug testing site for a random screening within four (4) hours of any request and to fulfill the specimen requirements as soon as possible after arrival at the site. Drug testing will be required no more than one time per month. A missed drug test constitutes a positive test result. Two diluted tests constitute a positive test result. The same standard regarding breach of the contract and termination from the Program will apply as in paragraph 4(a) above.
- (5)
 - (a) To execute the attached Release of Information forms and other similar forms intended to allow the flow of medical and other information between the personal health care providers providing services to the Monitored Attorney, the Monitor and Supervisor, and the ADO;
 - (b) To promptly advise personal health care providers and other relevant service providers of the terms of the Monitoring Agreement, if required to do so by the Monitor, and/or Supervisor;
 - (c) To take all other necessary action to facilitate the communications between the persons providing medical and other related services to the Monitored Attorney and the Monitor and Supervisor.
- (6) To contact his Monitor on a weekly basis, and to meet periodically with the Monitor and the Supervisor, on a schedule to be determined by the Monitor and the Supervisor, as schedules permit.
- (7) If leaving the area where he lives and/or practices (e.g., vacation, etc.) interferes with the terms of the Monitoring Agreement, the Monitored Attorney will obtain consent from the Monitor before leaving.
- (8) To immediately by telephone report arrests of any nature to the Monitor;
- (9) That the Monitor may visit the Monitored Attorney at his business or residence from time to time;
- (10) That the Monitor, Supervisor, ADO, and/or the Lawyer Assistance Program or its authorized agents are not responsible for any act or omission by the Monitored Attorney with regard to the Monitoring Agreement.

(11) The Monitored Attorney further agrees:

(a) That the Supervisor may modify, change, add to, or eliminate any provisions and conditions they decide are necessary to the Monitoring Agreement. Amendments will be provided to the Monitored Attorney for signature.

(b) That failure to comply with the terms of this Monitoring Agreement may result in termination of the Monitoring Agreement.

(12) That participation in the Program does not affect, alter, or curtail in any manner the authority of the New Hampshire Attorney Discipline Office to investigate and take disciplinary action against the Monitored Attorney's license for any unprofessional conduct committed by him whether before, during, or after participation in the Program.

II. The duties and responsibilities of the Monitor are:

(1) To provide quarterly progress reports to the Supervisor, and, upon termination of the Monitoring Agreement at the conclusion of the monitoring period, a final report.

(2) To report to the Supervisor:

(a) Any arrest of the Monitored Attorney; and

(b) Failure by the Monitored Attorney to comply with the terms of the Monitoring Agreement.

III. The duties and responsibilities of the Supervisor are:

(1) Upon information that the Monitored Attorney has used alcohol or any other drug during the Monitoring Agreement term, the Supervisor may change the terms of the Agreement and require the Monitored Attorney to participate in detoxification, in-patient rehabilitation or an outpatient intensive treatment program, or to take other appropriate action.

(2) To provide quarterly progress reports to the Attorney Discipline Office, and, upon termination of the Monitoring Agreement at the conclusion of the monitoring period, a final report.

(3) To supervise the Monitored Attorney's compliance with alcohol testing requirements.

IV. SANCTIONS

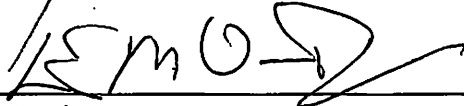
In the event an issue of non-compliance results in the termination of the Monitoring Agreement, the Supervisor shall report such termination to the Attorney Discipline Office.

Dated: 4/1, 2013



(Monitored Attorney)

Dated: 4/23, 2013



(Monitor)

Dated: April 1, 2013



(Disciplinary Counsel)

Dated: April 1, 2013



Cecile Hartigan, Director, NHLAP (Supervisor)