

New Hampshire Supreme Court
Professional Conduct Committee

a committee of the attorney discipline system

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Jones, Gregory D.H. advs. Attorney Discipline Office - #16-035

Recommendation: Disbarment and Order on Costs

On January 17, 2017, the Professional Conduct Committee (the “Committee”) deliberated the Stipulation to Disbarment (the “Stipulation”) and the Agreement to Pay Costs of Disciplinary Matter (collectively, the “Record”).

Having reviewed the Record, the Committee approved the facts as stipulated, by clear and convincing evidence. The Committee approved the findings of violations of the New Hampshire Rules of Professional Conduct (the “Rules”) as stipulated and to recommend Disbarment for violations of Rules 1.15, 5.5, 8.4(c) and 8.4(a), as well as reimbursement of the Committee for all costs of investigation and prosecution of this matter.

January 17, 2017



David M. Rothstein, Chair

Distribution:

Sara S. Greene, Disciplinary Counsel
Gregory D.H. Jones
File

**NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE**

Jones, Gregory D.H.

advs.

Attorney Discipline Office

#16-035

STIPULATION TO DISBARMENT

NOW COMES Sara S. Greene, Disciplinary Counsel of the New Hampshire Supreme Court Attorney Discipline Office (ADO), along with Gregory D.H. Jones (Mr. Jones), and stipulate as follows:

1. Mr. Jones is a suspended attorney who was licensed to practice law in New Hampshire. Mr. Jones was admitted to practice on May 28, 1993.
2. Mr. Jones was suspended from practicing law by order dated August 28, 2014 and his suspension took effect on September 29, 2014 (LD-2014-0006).
3. Mr. Jones's suspension arose from misconduct involving his attempts to improperly use his client trust account to hold his personal funds so as to avoid levy of those funds by the Internal Revenue Service.
4. Mr. Jones has not applied for reinstatement.
5. Mr. Jones's current address is 82 Cross Road, Hooksett, NH 03106-2501.

6. Mr. Jones is currently the subject of formal disciplinary proceedings and wishes to stipulate to disbarment.
7. This disciplinary matter came to the attention of the ADO by way of an overdraft notice (“ODN”) forwarded to the ADO by Bank of New England, where Mr. Jones maintained his IOLTA client trust account (“CTA”). The ODN was received by the ADO on September 12, 2016.
8. Mr. Jones provided bank statements for his CTA at the request of General Counsel. Upon examination, the ODN appeared to be the result of an oversight.
9. General Counsel’s review of the CTA bank records, however, raised concerns that Mr. Jones, may have been engaged in the unauthorized practice of law.
10. Mr. Jones’s matter was forwarded to Disciplinary Counsel on October 21, 2016.
11. Bank records for the CTA later subpoenaed by Disciplinary Counsel demonstrate the conduct and rule violations set forth below.

Unauthorized Cash Withdrawals from CTA

12. During the period July 1, 2014 through September 30, 2016, Mr. Jones withdrew a total of \$2,855.00 in “miscellaneous debits” from his CTA.
13. Bank records confirm that these debits were cash withdrawals.
14. These withdrawals did not identify a client matter to which they pertained.

15. The withdrawals occurred on the following dates:

7/9/14	\$60.00
7/15/14	\$150.00
7/29/14	\$200.00
9/11/14	\$250.00
9/12/14	\$435.00
10/10/14	\$80.00
11/17/14	\$100.00
11/28/14	\$200.00
2/17/15	\$100.00
6/18/15	\$400.00
9/3/15	<u>\$880.00</u>
	\$2,855.00

Misappropriation of Client Funds and Out of Trust:
Clients Carol and Julianna Garron

16. Mr. Jones represented Carol and Julianna Garron (mother, hereinafter “Carol,” and daughter, hereinafter “Julianna”) in a vehicle personal injury case. After mediation on July 22, 2014, the case settled for a total of \$35,000.00 of which \$20,000 was allocated to Carol and \$15,000 was allocated to Julianna.
17. On July 25, 2014, Mr. Jones sent a letter to Sue Hebert, State of New Hampshire, Department of Health and Human Services(DHHS) inquiring as to any Medicaid liens that applied to medical treatment for injuries suffered by Carol and Julianna with respect to the vehicle personal injury case.
18. By letter dated July 28, 2014, DHHS informed Mr. Jones that there were “NO MEDICAID LIENS” for Carol or Julianna.
19. On August 19, 2014, Mr. Jones deposited two checks from Amica Mutual Insurance Company, totaling \$35,000.00, into his CTA to hold in trust

- for the Garrons.
20. On the same day, Mr. Jones sent a letter to Carol and Julianna informing them of the receipt of the settlement funds and the breakdown of costs and fees attributed to the case. Mr. Jones stated in his letter “[i]n your case Carol, I am required to hold the bulk of your funds in escrow until we clear any lien that Medicare intends to assert. In Julianna’s case, I can release the funds as directed.”
 21. Mr. Jones’s file for the Garron matter, which he produced to the ADO, does not contain any correspondence or notes which reflect any work or investigation done by Mr. Jones to determine whether Medicare asserted, or intended to assert, any lien against the settlement funds he recovered on behalf of Carol.
 22. Between August 19 and August 21, 2014, Mr. Jones disbursed from his CTA a total of \$6,322.72 to himself as legal fees for this matter.
 23. On August 28, 2014, Mr. Jones disbursed \$3,266.00 to Carol from the CTA (check no. 2876). In his letter to Carol, Mr. Jones stated “[a]s soon as we can resolve the Medicare Lien, I will pay out the balance of the settlement to you.”
 24. On August 29, 2014, Mr. Jones disbursed \$12,252.28 to Julianna from the CTA (check no. 2877).
 25. On November 18, 2014, Mr. Jones disbursed \$10,000 to Carol from the CTA (check no. 2878).
 26. As of November 18, 2014, Mr. Jones had disbursed a total of \$31,841.00

- from his CTA in the Garron matter. This left a balance of \$3,159 that Mr. Jones should have been holding in trust for the Garron matter.
27. After Carol cashed the \$10,000 check on November 20, 2014, however, the balance in Mr. Jones's trust account was \$2,305.18. Mr. Jones was thus out of trust in the Garron matter.
 28. Almost a year later, on September 3, 2015, Mr. Jones withdrew \$880.00 in cash from his CTA account, and deposited \$1980.00 in cash into his operating account. Then on September 4, 2015, Mr. Jones withdrew \$2,000.00 in cash from his operating account, and a certified check was issued by the Bank of New England on the same day, made payable to Carol Garron in the amount of \$2,000.00.
 29. Mr. Jones paid Ms. Garron from funds in his operating account, rather than from his CTA, because his CTA lacked sufficient funds for him to pay her from the CTA. As of September 4, 2015, Mr. Jones's CTA balance was \$16.68. Mr. Jones was out of trust in Carol's matter as of September 2015.
 30. Including this \$2000 payment in the total paid the Garrons leaves a balance of \$1,159.00 that Mr. Jones should have been holding in trust for Carol.
 31. As of September 30, 2016, Mr. Jones was holding \$16.68 in his CTA.
 32. On November 23, 2016, following correspondence from the ADO regarding Carol's matter, Mr. Jones forwarded a check to Carol in the amount of \$1,159.00, stating "A recent audit of your account and review

of your records reveals that I have underpaid you from your personal injury settlement by that amount.”

33. Mr. Jones paid this amount from his money market personal account because his CTA had insufficient funds to pay Carol this amount.

**Unauthorized Practice of Law & Misleading Communications
Concerning Lawyer Services**

34. On August 2, 2015, Mr. Jones deposited a \$200 check from SAR Rentals into his operating account.
35. The memo line on that check reads “eviction/consult.”
36. Mr. Jones was suspended from the practice of law at the time that he received payment for this legal consultation.
37. Mr. Jones continued to maintain a website for his law firm throughout the period of his suspension: <http://jonesfamilylaw.com/> (last visited November 15, 2016).
38. That website advertises that Mr. Jones practices law in a variety of legal fields. The website provides Mr. Jones’s email as gjones@jonesfamilylaw.com and states, *inter alia*, “we are here to serve your legal needs!”
39. The website further provides as follows:

A New Hampshire Law Firm for Your Family's Needs

....At the Law Office of Gregory Jones, we won't hesitate to tell you when the issue you are dealing with is one that does not require an attorney. On the other hand, we will also advise you of limited representation arrangements whereby Attorney Greg Jones will coach you through the process. This allows you to

keep legal fees to a minimum, but not compromise your important legal rights.

Our services include: (1) the full range of Family Law from adoption to divorce and everything in between- including Paternity Fraud; (2) Wills, Trusts, Small Estate Plans and Probate Litigation; (3) Social Security Disability; 4) Annulment of Criminal Records; and (5) injury cases.

We are here to serve your legal needs!

Practicing in 7 out of the 10 counties in New Hampshire, Attorney Greg Jones makes legal representation conveniently available to his clients to serve their legal needs. He often travels to meet with clients in their homes or other convenient locations.

40. On November 23, 2016, Disciplinary Counsel attempted to visit Mr. Jones's law office website and it appeared to have been disabled/removed.
41. Mr. Jones represented a client named John Irish in a post-divorce matter from approximately October 2011 to February 2013. Under the terms of a Brentwood Family Division Order dated July 17, 2014, Mr. Irish was granted a \$25,000 lien against a campground owned by his ex-wife, Nancy Haskell.
42. Mr. Irish accrued a substantial unpaid balance of legal fees, so Mr. Jones filed an attorney's charging lien against funds Mr. Irish may recover from Ms. Haskell.
43. Ms. Haskell sold the property, and the closing occurred in June 2016.
44. Mr. Jones corresponded with Smith-Weiss Shepherd, PC, the law firm conducting the closing, informing the firm of his attorney's charging lien and asking to be paid \$6,818.00 when the funds were disbursed at

closing.

45. On June 20, 2016 and June 27, 2016, Mr. Jones sent letters to Smith-Weiss using law firm letterhead. The letterhead read “LAW OFFICE OF GREGORY JONES” and provided an email of gjones@jonesfamilylaw.com.
46. Mr. Jones continued to use his law firm letterhead even after his suspension took effect.

RULE VIOLATIONS

47. Mr. Jones admits that the following Rule violations could be proved by clear and convincing evidence based on the conduct described herein at ¶¶ 1 - 49 *supra*:
 - a. Rule 1.15 (Safekeeping Property) and Sup. Ct. Rule 50 (Safekeeping Property), by making unauthorized cash withdrawals from his CTA and by failing to make all withdrawals by check only, payable to a named payee; by being out of trust on multiple occasions and failing to keep the records required by Supreme Court Rule 50(2)(B); by failing to promptly deliver to Carol Garron funds she was entitled to receive until September 2015; by failing to promptly deliver to Carol Garron funds she was entitled to receive, i.e. the \$1,159.00 that remained from her personal injury settlement and which Mr. Jones should be, but was not, holding in trust;
 - b. Rule 5.5 (Unauthorized Practice of Law), by providing legal advice to client SAR Rentals regarding eviction and being paid for such advice while being suspended from the practice of law;

- c. Rule 8.4(c) (Deceit, Dishonesty, or Misrepresentation), by misappropriating \$1,159.00 from Carol Garron; by making unauthorized cash withdrawals from his CTA; by continuing to use his law firm letterhead and law firm website even after his suspension; and by providing legal advice to client SAR Rentals while suspended from the practice of law; and
 - d. Rule 8.4(a) (Violating the Rules of Professional Conduct).
48. Mr. Jones understands that he will be bound by his representations and admissions as contained in this Stipulation and related attachments. Mr. Jones also understands that in the event he applies for readmission, this matter may be presented to the Committee on Character and Fitness.
49. Mr. Jones agrees to pay the costs incurred by the ADO in the investigation and pursuit of this disciplinary matter. His agreement to pay costs is the subject of a separate agreement with the ADO.
50. In so doing, Mr. Jones waives any and all of his due process rights under both the state and federal constitutions on the matters pending against him.
51. Mr. Jones further waives any and all of his procedural rights under N.H. Sup. Ct. R. 37 and 37A. He understands that the PCC will review this Stipulation pursuant to Rule 37A(III)(aa). Regarding the Supreme Court's review of this Stipulation, Mr. Jones specifically waives the procedure set forth at Rule 37(16)(b)-(c). He agrees that the Court may,

based on this Stipulation and in its discretion, issue an Order of Disbarment.

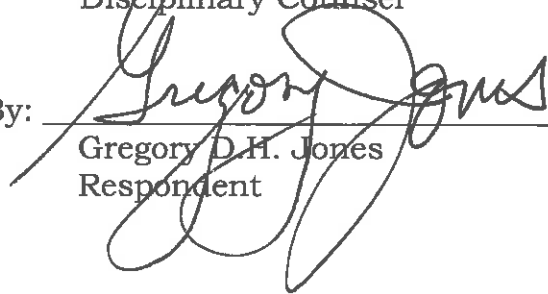
52. Mr. Jones consents to disbarment, concedes that disbarment is the appropriate sanction for his misconduct, and asks the Committee to recommend to the New Hampshire Supreme Court to impose an Order of Disbarment in this attorney discipline matter.

Respectfully submitted,

Dated: November 28, 2016

By: 
Sara S. Greene
Disciplinary Counsel

Dated: ~~November~~ December 14, 2016

By: 
Gregory D.H. Jones
Respondent