

New Hampshire Supreme Court
Professional Conduct Committee

a committee of the attorney discipline system

David M. Rothstein, Chair
Heather E. Krans, Vice Chair
Elaine Holden,* Vice Chair
Ronald K. Ace*
Kathleen M. Ames*
Peter G. Beeson
Margaret R. Kerouac

4 Chenell Drive, Suite 102
Concord, New Hampshire 03301
603-224-5828 • Fax 228-9511

Caroline K. Leonard
Mona T. Movafaghi
Edward D. Philpot, Jr.
Georges J. Roy*
Martha Van Oot
* non attorney member
Barbara J. Guay, Legal Assistant

Russell, Charles A. advs. Attorney Discipline Office, #15-031

PUBLIC CENSURE WITH CONDITIONS

On June 19, 2018, the Professional Conduct Committee (the “Committee”) held Oral Argument in the above matter. Present were David M. Rothstein, Chair, Heather Krans, Vice Chair, Elaine Holden, Vice Chair, Ronald K. Ace, Kathleen M. Ames, Peter G. Beeson, Margaret R. Kerouac, Caroline K. Leonard, Mona T. Movafaghi, Edward D. Philpot, Jr., Georges J. Roy, and Martha Van Oot.

Following deliberation, which included each members’ consideration of the entire record, the Committee affirmed the Hearing Panel’s finding of violations of Rules of Professional Conduct 1.15, 3.3, 8.4(a), and Supreme Court Rule 50. The Committee imposed the sanction of public censure, with conditions.

I. STIPULATED FACTS AND RULE VIOLATIONS

The parties confirmed that there is a stipulation to the facts and the rules violated. The Committee accepts the stipulation and finds that the facts and rule violations are supported by clear and convincing evidence.

As set forth in the stipulation, Mr. Russell, a solo practitioner, drew the attention of the Attorney Discipline Office (“ADO”) because of two overdraft notices issued by Northway Bank. Mr. Russell took steps to address his accounting issues in cooperation with the ADO. He submitted to a compliance review of two accounts, as well as to another account which concerned an estate matter.

The compliance review revealed failures to perform monthly reconciliations, failures to maintain adequate ledgers, incomplete ledgers, poor documentation, and withdrawals from accounts by unacceptable means. In addition, Mr. Russell falsely certified on an annual trust certificate that he had conducted monthly reconciliations for every client whose funds were held in trust, that he was not out of trust, and that he maintained records in accord with Supreme Court Rule 50 and Rule of Professional Conduct 1.15.

The Hearing Panel found, and the Committee agrees, that Mr. Russell's conduct violated Rules of Professional Conduct 1.15, 3.3, and 8.4(a), and Supreme Court Rule 50.

II. SANCTION

Before the Hearing Panel, the ADO argued for a six-month suspension, stayed, with conditions. Mr. Russell argued for a public censure. The Hearing Panel, applying the ABA Standards ("the *Standards*"), found that Mr. Russell's conduct was negligent. In accord, it found that the baseline sanction was a public censure, which it imposed, with conditions requiring Mr. Russell to submit to monitoring and review of his accounting and record-keeping practices for one year.

At argument, the ADO and Mr. Russell agreed that public censure was the appropriate sanction. They agreed to add two conditions to the Hearing Panel's recommendation: that Mr. Russell not commit a violation of the Rules of Professional Conduct for a period of one year, and that he pay costs associated with this matter. The parties did not agree on two issues: (1) whether the baseline sanction is a suspension or a public censure; and (2) whether the imposition of a six-month suspension should be automatic upon proof by clear and convincing evidence that Mr. Russell violated a condition of his public censure.

A. Baseline sanction.

The *Standards* direct the Committee to consider (a) the duty violated; (b) the lawyer's mental state; (c) the potential or actual injury caused by the lawyer's conduct; and (d) the existence of aggravating or mitigating factors. The parties agree that Mr. Russell violated duties owed to his clients and the profession. They agree that there was no actual injury, but a potential for injury, to a client. In addition, the parties agree that aggravating factors were a pattern of inadequate accounting procedures and practices, and Mr. Russell's experience in the practice of law. Mitigating factors included Mr. Russell's absence of any prior disciplinary record in over forty years of practice, his lack of a selfish or dishonest motive, his cooperation with the ADO, and his service to the profession and the community over his career. The contested factor was Mr. Russell's mental state.

Section 4.12 of the *Standards* provides that “[s]uspension is generally appropriate when a lawyer knows *or should know* that he is dealing improperly with client property. . . .” (Emphasis added). Section 4.13 states that “[public censure] is generally appropriate when a lawyer is negligent in dealing with client property. . . .” Mr. Russell, though he did not benefit personally or harm any client, dealt improperly with client property in different ways. A lawyer of Mr. Russell’s tenure should have known what accounting practices were required and what he was permitted to do with client funds under Rule of Professional Conduct 1.15 and Supreme Court Rule 50. While the Committee understands the Hearing Panel’s finding that Mr. Russell acted negligently, it disagrees. Based on the Committee’s finding that Mr. Russell should have known the rules, and he should have known that he was violating them, the baseline sanction is suspension.

That finding does not change the appropriate sanction. The Hearing Panel found that the mitigating circumstances outweighed the aggravating circumstances. The Committee agrees. The Committee also notes that the ADO is no longer seeking a stayed suspension, and it agrees to a public censure with conditions. Accordingly, the Committee finds that a downward departure from a suspension to a public censure is appropriate.

B. Automatic imposition of suspension.

The ADO argues that if Mr. Russell is alleged to have violated the conditions of his public censure, and he either stipulates to the violation or it is proven by clear and convincing evidence, the Committee must impose a six-month suspension. It contends the result is warranted because of the baseline sanction, and the fact that respondents will not appreciate the importance of complying with conditions unless they know in advance that the sanction for any violation will be certain.

The ADO’s points are well-taken. Moreover, the Committee has accepted stipulations where both parties agreed that in the event of a violation of a condition, a fixed sanction would be imposed. *See, e.g., Foley, Richard N. advs. Robin Sawyer, # 11-011* (six-month suspension to be imposed automatically upon proof of violation). Here, however, Mr. Russell does not agree with the imposition of a fixed sanction. In the event of a proven violation of a condition, he wants the Committee to retain discretion to impose whatever sanction it sees fit – including, potentially, greater than a six-month suspension. The Committee agrees. If Mr. Russell is alleged to have violated a condition of his public censure, he is entitled to a hearing. If the violation is proven, the Committee will hear both parties on the issue of sanction. Having observed Mr. Russell at the hearing, and heard from his counsel, the Committee is confident that Mr. Russell understands the risk he faces if he violates any condition of his public censure.


III. CONCLUSION

The Committee accepts the stipulation as to its facts and as to the violations of Rules 1.15, 3.3, 8.4(a), and Supreme Court Rule 50.

It imposes a public censure with the conditions set forth in the Hearing Panel's Report, and the two additional conditions to which the parties agreed, that is, for a period of one year from the date of this order, Mr. Russell shall:

- (1) provide the ADO with a proposed template for a written fee agreement within thirty days of this order;
- (2) provide written fee agreements to clients for all cases in which he accepts a retainer or fee of over \$500, which set forth the scope of representation; his hourly rate; his billing procedure; and where he accepts a retainer, his method of disbursing the retainer;
- (3) contemporaneously track time on client matters;
- (4) bill clients on a regular basis, and send an accounting of time spent on the matter with his bill;
- (5) reflect on the bill any deposits to or disbursements from the retainer, as well as the balance of the retainer remaining;
- (6) perform monthly reconciliations of his client trust account in compliance with Supreme Court Rule 50;
- (7) provide a quarterly progress report to the ADO which describes his process of improving his client trust accounting procedures, and to which is attached copies of all written fee agreements entered into during that quarter; all client invoices in cases in which he holds funds in retainer; and complete copies of his monthly reconciliations, account ledgers, client ledgers, and bank statements for that quarter;
- (8) commit no violations of the Rules of Professional Conduct or Supreme Court Rule 50; and
- (9) pay costs associated with the prosecution of this matter.

July 2, 2018



David M. Rothstein
Chair

cc: Elizabeth M. Murphy, Assistant Disciplinary Counsel
James F. Laura, Esquire
File

NEW HAMPSHIRE SUPREME COURT
HEARINGS COMMITTEE

Russell, Charles A.

advs.

Attorney Discipline Office

#15-031

STIPULATION AS TO FACTS AND RULE
VIOLATIONS

Respondent, Charles A. Russell, Esquire and the Attorney Discipline Office (hereinafter referred to as "ADO") stipulate as follows:

A. Facts

1. Charles A. Russell (hereinafter referred to as "Attorney Russell") is an attorney licensed to practice law in New Hampshire. Attorney Russell was admitted to practice in 1976.
2. Attorney Russell has not been admitted to practice law in any other jurisdiction.
3. Attorney Russell practices law at 5 South State Street, 2A, Concord, New Hampshire 03302-2124. His mailing address is P.O. Box 2124, Concord, New Hampshire 03302-2124. Attorney Russell is a solo practitioner and has been for many years.

4. The ADO's investigation into this matter was initiated upon receipt of a July 2, 2015 letter from Northway Bank addressed to the New Hampshire Bar Foundation advising that Attorney Russell's IOLTA account ending in 8688 (hereinafter referred to as "Northway IOLTA") would be closed because of two overdraft notices.
5. After receipt of Northway Bank's notice that it was closing his account and the July 8, 2015 docketing letter in the matter, Attorney Russell opened an IOLTA client trust account ending in 5328 at Santander Bank in August of 2015 (hereinafter referred to as "Santander IOLTA").
6. At all times relevant to this matter, Attorney Russell also maintained an account with Merrimack County Savings Bank in the capacity of a Representative Payee for J.C.M. ("M. account"). This account was opened in 1994, and is used for the depositing of Social Security checks for Mr. M. Attorney Russell disburses the funds solely for the benefit of Mr. M., and does not charge a fee. He files annual reports with the Social Security Administration.
7. On June 1, 2016, Attorney Russell opened an Estate trust account ending in 8647 with Santander Bank in the capacity of administrator of the Estate of K.M.S. ("Estate account").
8. Since the Spring of 2016, Attorney Russell has taken steps to bring his client trust accounting practices into compliance with Rule 1.15 and Supreme Court Rule 50. Attorney Russell met with General Counsel Janet DeVito to review his accounting practices. On March 23, 2016,

Attorney Russell attended a New Hampshire Bar Association CLE entitled *Avoiding the Problems and Pitfalls of Lawyer's Trust Accounting*. Attorney Russell also agreed to a compliance review performed by Kevin C. Kennedy, CPA, CFE (hereinafter referred to as "Mr. Kennedy"). There have been no client complaints regarding Attorney Russell's trust accounting practices and there have not been any claims from clients that Attorney Russell lost or misappropriated any client funds.

9. Mr. Kennedy's July 27, 2016 Compliance Review Report (hereinafter referred to as the "Report") and its Exhibit A are attached hereto as Exhibit 1. Mr. Kennedy's findings are incorporated herein fully by reference.
10. Mr. Kennedy was retained to perform a compliance review of Attorney Russell's Northway and Santander IOLTA accounts for a period of March 31, 2015 to May 31, 2016 (hereinafter referred to as the "testing period"). In regard to the M. account, Mr. Kennedy also reviewed bank statements and cancelled checks for the period of March 13, 2015 to July 8, 2016. Attorney Russell has also provided further information to the ADO regarding that account. Mr. Kennedy did not review any statements regarding the Estate account because that account was opened just prior to the compliance review.
11. The compliance review revealed, in regard to Attorney Russell's IOLTA accounts, that during the testing period:

- A. Attorney Russell did not perform monthly reconciliations, pursuant to the requirement of Rule 50(2)(C)(vii), prior to April 2016. Attorney Russell confirmed in his meeting with Mr. Kennedy that it had not been his standard practice to do so. It had been Attorney Russell's practice to keep records on the back of deposit slips and checkbook registers which he believed was in the spirit of the rule because his trust account deposits were infrequent and generally very small amounts and there were very few clients who actually had money in the account at any one time. Mr. Kennedy confirmed that there was "very little activity each month." Attorney Russell has since corrected this practice.
- B. Attorney Russell failed to maintain fully complete ledgers or comparable records as required by Rule 50(2)(B)(ii) showing, for each separate trust client or beneficiary, the source of all funds deposited in a client trust account for or on their behalf, the names of all persons for whom the funds are or were held, the amount of such funds, the description and amounts of charges or withdrawals, and the name of all persons or entities to whom such funds were disbursed.
12. In general, although Attorney Russell retained his records for six years for all accounts, the maintenance and retention of records was disorganized without a formal filing system.

13. Attorney Russell maintained some handwritten ledgers that began in September 2015 for which he did not keep an ongoing balance, and there was no documentation available to reconcile individual accounts prior to September 2015.
14. During the testing period there are instances of incomplete ledgers for individual accounts, such as the following examples:
 - A. The client ledger for the E. matter noted a \$250.00 payment received. However, the bank statement shows no corresponding deposit for this amount. Based upon the deposit made at that time and other notes, it appears the deposit was actually for \$180.00. The remaining \$70.00 was an earned attorney's fee which was not deposited into the IOLTA.
 - B. In the S.F. matter, Attorney Russell did not maintain an individual client ledger during 2015. In March of 2015, he had made a deposit for \$7,525.00 into the Northway IOLTA for the benefit of S.F. There are various documents related to the matter including bank deposits slips, cancelled checks, an invoice and notes. There is a cancelled check, #1040, for \$3,775.00 that was cashed by S.F. in March 2015. Attorney Russell collected the remaining balance as attorney's fees. Attorney Russell indicated this amount was a receivable for a past overdue bill regarding the S.F. matter.
 - C. When the Northway IOLTA closed, the bank issued a disbursement to close the account in the amount of \$419.00. When Attorney Russell,

opened his new account, the Santander IOLTA account, the opening balance was \$284.00, a difference of \$135.00. Attorney Russell had placed the \$419.00 into his operating account and issued a check for \$135.00 to cover a court filing fee (which had been returned in the prior IOLTA account and was the reason the bank closed the account). Attorney Russell did not have a ledger reconciling the variance between the disbursement from the Northway IOLTA and the opening deposit in the Santander IOLTA.

15. With respect the transaction described in Paragraph 14 C., Attorney Russell has explained that the Northway Bank closed Attorney Russell's IOLTA account in early July, but did not promptly notify him. Thereafter, Northway Bank accepted a \$500 deposit into that account, and gave him a receipt for that amount. A Court filing fee of \$225 for written from the \$500 deposit in the Northway account and sent to the Court. Shortly thereafter, Northway notified Attorney Russell that the account was closed and returned \$419 to him. The \$81 difference represented an overdraft amount and any outstanding bank fees for overdraft. The Court had not yet processed the \$225 filing fee check, so that was replaced immediately from the \$419 that had been returned leaving \$194 as the difference. The remaining \$194 was applied to the client's outstanding bill, and used to open the new Santander IOLTA account along with personal funds of Attorney Russell. There were no trust funds held nor involved after the filing fee check was replaced.

16. The compliance review also referenced instances of cash withdrawals from both the Northway IOLTA and the Santander IOLTA, as follows:
- A. With respect to the Northway IOLTA, Attorney Russell was issued an ATM card which was used to pay Bankruptcy Court filing fees directly to court and to withdraw cash and for debit transactions from March 9, 2015 to June 2, 2015. Attorney Russell used this method to withdraw fees that were earned. Attorney Russell believed this was an acceptable use of the account because the bank had issued him an ATM card, contrary to Supreme Court Rules of which Attorney Russell was unaware.
 - B. In early August 2015, shortly after opening the Santander IOLTA, Attorney Russell withdrew \$200.00 and \$40.00 in cash. According to Attorney Russell, the initial deposit in the Santander IOLTA was from his operating account and these withdrawals represented earned attorney's fees he was collecting. The transactions were not documented in any ledger and no invoices were provided.
 - C. The third instance was on April 12, 2016, when Attorney Russell withdrew cash in the amount of \$500.00. According to Attorney Russell, this was a withdrawal of his client's funds to provide to his client. The check received was a support payment from a client's ex-spouse and the client did not have a way to convert the funds to cash. At the time, Attorney Russell did not obtain a receipt or acknowledgement from the client that reflected this transaction.

Attorney Russell has since obtained a receipt from his client and provided it to the ADO.

17. It was noted in the compliance review report that as of April 2016, Attorney Russell had improved his individual client ledgers and was maintaining them on a consistent basis. Attorney Russell had also begun to keep an escrow/bank account ledger for the Santander IOLTA account and had reconciled the ledger to the bank statement.
18. Attorney Russell filed an Annual Trust Accounting Compliance Certificate (hereinafter referred to as the "Certificate") certifying that, in the reporting period covering June 1, 2015 to May 31, 2016, he performed monthly reconciliations for each client who had funds in a New Hampshire trust account maintained by him, in accordance with New Hampshire Supreme Court Rule 50(2)(C)(vi), and that all client funds were held in accounts in full compliance with Supreme Court Rule 50 and Rule 1.15.
19. Attorney Russell also certified that in the applicable reporting period, he was not "out of trust."
20. In the Certificate, Attorney Russell also verified that he had maintained records for the Santander IOLTA in accordance with New Hampshire Supreme Court Rule 50 and Rule 1.15.
21. Attorney Russell did not include the Northway IOLTA on that Certificate despite the fact that account was still open in June 2015. He also failed to disclose that the Northway IOLTA had been overdrawn.

22. Attorney Russell had not ever listed the M. account on the 2015-2016 Certificate, referenced above, or on past Certificates, but was not aware that Rule 50 required him to do so. Attorney Russell reported yearly to the Social Security Administration regarding that account. Attorney Russell has included both the M. account and the Estate account on his Certificate for the reporting year beginning June 1, 2016 and ending May 31, 2017.

B. Disciplinary Rules Violated

23. The parties agree that Attorney Russell's conduct in this case violated New Hampshire Rules of Professional Conduct 1.15; 3.3, 8.4(a) and Supreme Court Rule 50.

Rule 1.15: Safekeeping Property and Supreme Court Rule 50

24. The facts set forth above are incorporated by reference.

25. Rule 1.15 states as follows:

- (a) Property of clients or third persons which a lawyer is holding in the lawyer's possession in connection with a representation shall be held separate from the lawyer's own property. Funds shall be deposited in one or more clearly designated trust accounts in accordance with the provisions of the New Hampshire Supreme Court Rules. All other property shall be identified as property of the client, promptly upon receipt, and safeguarded.
- (b) Records shall be maintained by the lawyer of the handling, maintenance and disposition of all funds and other property of the client at any time in the lawyer's possession from the time of receipt to the time of final distribution and shall be preserved for a period of six years after final distribution of such funds or other property or any portion thereof. The lawyer shall maintain the minimum financial records

specified in the New Hampshire Supreme Court Rules and shall comply with every other aspect of those Rules.

- (c) A lawyer may deposit the lawyer's own funds in a client trust account for the sole purpose of paying bank service charges on that account, but only in an amount appropriate for that purpose.
- (d) A lawyer shall deposit into a client 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.
- (e) Funds may be disbursed from lawyer trust accounts upon (A) (i) deposit, receipt of which is acknowledged by the receiving financial institution, of cash, bank cashier's check, certified check, or electronic transfer of funds at least equal to the sum of such disbursements, or (ii) clearance of any other form of deposit by such receiving financial institution, and (B) availability of such funds to the lawyer from the receiving financial institution.
- (f) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and upon request by the client or third person, shall promptly render a full accounting regarding such property.
- (g) When in the course of representation a lawyer is in possession of property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the property as to which the interests are not in dispute.

26. Attorney Russell failed to properly safeguard client property and violated

Rule 1.15 and Supreme Court Rule 50, by failing to:

- A. Perform monthly reconciliations of his client trust accounts to disclose: (a) the balance of the account according to the bank's records; (b) the balance of the account according to Attorney Russell's

law firm records; (c) a detailed listing of differences between (a) and (b); (d) a listing of all client's funds in the account as of the reconciliation date; and (e) a detailed listing of differences between (b) and (d).

- B. Maintain adequate ledgers or comparable records showing, for each separate trust client or beneficiary, the source of all funds deposited in a client trust account for or on their behalf, the names of all persons for whom the funds are or were held, the amount of such funds, the description and amounts of charges or withdrawals, and the name of all persons or entities to whom such funds were disbursed.
- C. Make all withdrawals from the trust accounts only by check payable to a named payee and not to cash.

Rule 3.3: Candor Toward the Tribunal

- 27. The facts as set forth above are incorporated by reference.
- 28. Rule 3.3 states as follows:
 - (a) A lawyer shall not knowingly:
 - (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;
 - (2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or
 - (3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and comes to know if its falsity, the lawyer shall take reasonable remedial

measures, including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.

29. Attorney Russell had a duty under Rule 3.3(a) not to knowingly make false statements of fact to a tribunal.
30. Attorney Russell breached that duty when he signed the Certificate for the period June 1, 2015 through May 31, 2016, wherein he failed to list the Northway IOLTA, failed to disclose that his records were not in compliance with Supreme Court Rule 50 and failed to disclose the closure of the Northway IOLTA as a result of two overdraft notices.
31. Under the foregoing circumstances, the parties agree there is clear and convincing evidence of a violation of Rule 3.3.

Rule 8.4(a): General Rule

32. The parties agree that given the foregoing violations there is clear and convincing evidence that Attorney Russell's conduct, as described herein, violated Rule 8.4(a).

E. Costs

33. Subject to the approval of this Stipulation and final disposition of this matter after a hearing on sanction, Attorney Russell agrees to pay the costs incurred by the ADO in the investigation and enforcement of this disciplinary matter. *See* Supreme Court Rule 37(19). The agreement to pay the costs incurred by the ADO is the subject of a separate agreement signed by Attorney Russell.

F. Effect of Stipulation

34. Attorney Russell understands that this Stipulation represents a recommended disposition with respect to Facts and Rule violations, and that the Hearing Panel may accept, reject, or conditionally accept the Stipulation pursuant to Rule 37A(III)(aa)(1).
35. Attorney Russell acknowledges that the admissions of misconduct and the proposed disposition contained in this Stipulation are freely, knowingly, and voluntarily submitted; that he is not entering this Stipulation as a result of any threats, coercion, or duress, or of any promises or inducements not set forth in the Stipulation; that he has consulted with counsel regarding this Stipulation and, that he is fully aware of the consequences of the Stipulation.
36. Mr. Russell hereby waives any rights he may have in connection with the filing and service of a formal Notice of Charges, filing an Answer thereto, discovery, and any hearing process contemplated under N.H. Supreme Court Rule 37A(III), except as such rights relate to the issue of sanction.
37. Mr. Russell understands that all records and proceedings relating to this matter (other than work product, internal memoranda, and deliberations) shall be available for public inspection, pursuant to N.H. Supreme Court Rule 37(20)(b).

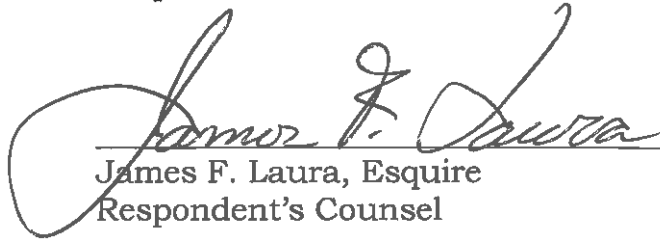
Respectfully submitted,

Dated: 9/15 2017



Charles A. Russell, Esquire
Respondent

Dated: 9-15 2017



James F. Laura, Esquire
Respondent's Counsel

Dated: 9/15 2017



Elizabeth M. Murphy
Assistant Disciplinary Counsel

New Hampshire Supreme Court
Professional Conduct Committee

a committee of the attorney discipline system

David M. Rothstein, Chair
Heather E. Krans, Vice Chair
Elaine Holden,* Vice Chair
Ronald K. Ace*
Kathleen M. Ames*
Peter G. Beeson
Richard C. Guerriero, Jr.

4 Chenell Drive, Suite 102
Concord, New Hampshire 03301
603-224-5828 ♦ Fax 228-9511

Margaret R. Kerouac
Caroline K. Leonard
Mona T. Movafaghi
Georges J. Roy*
Martha Van Oot
* non attorney member
Barbara J. Guay, Legal Assistant


Russell, Charles A. advs. Attorney Discipline Office - #15-031

ORDER

On July 2, 2018, the Committee issued an Order accepting the monitoring requirements. Disciplinary Counsel has indicated that there have been no further complaints docketed by the Attorney Discipline Office since the July 2, 2018, Order was issued. Charles A. Russell has "substantially completed" the terms and conditions of the monitoring requirements.

Upon consideration, the matter is closed.

October 7, 2019



David M. Rothstein
Chair

Distribution:

Elizabeth M. Murphy, Assistant Disciplinary Counsel
Charles A. Russell, Esquire
File