

New Hampshire Supreme Court  
**Professional Conduct Committee**

*a committee of the attorney discipline system*

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*Salomon, Craig N. advs. Attorney Discipline Office, #14-037*  
*Salomon, Craig N. advs. Attorney Discipline Office, #14-039*

**RECOMMENDATION: DISBARMENT AND ORDER ON COSTS**

On April 9, 2018, the Professional Conduct Committee (the “Committee”) held Oral Argument in the above matters. Present were David M. Rothstein, Chair, Elaine Holden, Vice Chair, Ronald K. Ace, Kathleen M. Ames, Caroline K. Leonard, Mona T. Movafaghi, Edward D. Philpot, Jr., Margaret R. Kerouac and Georges J. Roy. Peter G. Beeson, Heather E. Krans, and Martha Van Oot were not present and did not participate in the decision of this case.

Following deliberation, which included each members’ consideration of the entire record, the Committee voted to affirm the Hearing Panel’s finding of multiple violations of the Rules of Professional Conduct. In Matter # 14-037 (the “Haase Matter”) the Committee found violations of Rules 1.7, 3.1, 4.1, and 8.4(a) by clear and convincing evidence. In Matter # 14-039 (the “Florida Matter”) the Committee found violations of Rules 1.2, 1.4, 1.15, 3.4, 8.4(a), and 8.4(c) by clear and convincing evidence. The Committee voted to impose the sanction of disbarment.

**I. FINDINGS OF FACT**

**Haase Matter - #14-037**

The Attorney Discipline Office (“ADO”) received two complaints regarding Craig N. Salomon. The first was from Irving Haase in February 2014. Mr. Haase is the managing member of Heirs, LLC, a Florida-based company. He alleged that Mr. Salomon had sold him a “bogus” mortgage. This complaint led to an investigation of Mr. Salomon’s representation of Deborah Fogg in her divorce from George Fogg. The divorce was finalized in April of 2009.

As part of the divorce agreement, Ms. Fogg was given possession of the marital property in Seabrook. She also agreed that she owed Mr. Fogg \$22,350. Mr. Fogg agreed to accept a "first mortgage" for that amount. The agreement provided that the money was payable within eighteen months. Ms. Fogg intended to sell the property and use the proceeds to repay Mr. Fogg.

At the time the divorce was finalized, Ms. Fogg owed Mr. Salomon \$12,000 in attorney's fees. Ms. Fogg agreed to grant Mr. Salomon a "second mortgage" on the marital property to guarantee the payment of the fees. Both the first mortgage to Mr. Fogg and the second mortgage to Mr. Salomon were recorded.

After finalizing the divorce agreement, Mr. Salomon contacted Dale Wood, his friend and client, to advise him of the settlement. Mr. Salomon persuaded Mr. Wood's company, Pan American Fund, LLC, to accept assignment of the second mortgage on Ms. Fogg's property in exchange for either the \$12,000, on which he would pay interest, or to discount the note to \$10,000. They agreed that Pan American would accept assignment of the mortgage in exchange for \$12,000 and Mr. Salomon's obligation to pay interest.

Mr. Salomon used information obtained through his representation of Ms. Fogg to negotiate the assignment of the second mortgage and, thus, to obtain his attorney fees prior to the sale of the property. There were public records (*e.g.*, information filed at the registry of deeds regarding the property owned by the Mr. and Ms. Fogg as well as information that would have been in the court files), and non-public records (*e.g.*, appraisals and other information Mr. Salomon had obtained during of his representation).

Within weeks of finalizing the divorce, negotiating a second mortgage with Ms. Fogg, and assigning it to the Pan American Fund, Mr. Salomon entered into another agreement with the Pan American Fund regarding the \$22,350 first mortgage held by Mr. Fogg. Mr. Salomon represented that he negotiated with Mr. Fogg's lawyer, Paula DeSaulnier, to buy out Mr. Fogg's interest in Ms. Fogg's property. Mr. Salomon testified that the Pan American Fund advanced him \$22,350 to buy out the mortgage. He further testified and documentation supports that he offered to buy out Mr. Fogg, but he never offered the full value of the mortgage. Mr. Fogg, through counsel, declined to accept the discounted offers.

Mr. Salomon testified that the plan was to use the money advanced by the Pan American Fund to buy out Mr. Fogg on behalf of Ms. Fogg, to have Ms. Fogg execute a mortgage to Mr. Salomon in the amount of \$22,350, and to have Mr. Salomon assign that second mortgage to his client, Pan American Fund, so they would be in first position to foreclose on the property if Ms. Fogg was unable to sell it or otherwise fulfill her obligations.

Mr. Salomon's files included the proposed assignment of the \$22,350 mortgage from Ms. Fogg to Mr. Salomon. The third page of the document was purportedly signed by Ms. Fogg, but never dated, witnessed or recorded. Ms. Fogg testified that she did not recall signing that document nor did she recall being aware of the plan to buy out her husband's first mortgage. When Mr. Fogg declined to accept the discounted offers for the purchase of his mortgage, Mr. Salomon negotiated with Mr. Wood to turn the \$22,350 into a personal loan, creating an obligation in that amount plus interest to Pan American Fund.

Mr. Salomon testified that while it was never the intent to offer the full-face amount of the mortgage to Mr. Fogg, Pan American Fund had advanced Mr. Salomon the full-face amount of the mortgage. For Ms. Fogg to execute a valid mortgage granting Mr. Salomon the \$22,350 interest in her property, she would need to owe Mr. Salomon that much money. This would imply that Mr. Salomon intended to use the money from the Pan American Fund as his own to buy out Mr. Fogg's mortgage, thus in effect loaning his client, Ms. Fogg, the money necessary to take Mr. Fogg out of the mix for Mr. Salomon's personal gain. Specifically, the mortgage deed prepared and partially executed was for the full amount of \$22,350, which Mr. Salomon never intended to offer Mr. Fogg. Mr. Salomon did not intend to disclose to Ms. Fogg that he had been able to buy out Mr. Fogg at a discounted price. He also did not intend to inform his client, Pan American Fund, that he had obtained the Fogg mortgage at a discounted rate and was planning on keeping the difference for himself. In fact, Mr. Salomon, when asked what the parties intended with respect to any money in excess of what was used to buy out Mr. Fogg, said that he did not know.

Pan American Fund assigned both the \$12,000 mortgage and the \$22,350 loan to Mr. Salomon to Irving Haase/Heirs, LLC. Mr. Haase believed that those amounts were secured by mortgages filed against the Fogg property in Seabrook. In 2013, Mr. Haase contacted Mr. Salomon to have him initiate the process of collecting on the notes, which were past due. Unbeknownst to Mr. Haase or Mr. Salomon, Ms. Fogg had quitclaimed the deed to her property back to Mr. Fogg to satisfy her debt to him.

After the Fogg divorce was finalized, Mr. Salomon continued to help Ms. Fogg find a buyer or developer to purchase her property. This assistance included research concerning the title to some of the lots encompassing the property on the New Hampshire/Massachusetts border. It also included advocating for the possible development of the property. Mr. Salomon never billed Ms. Fogg for these efforts nor is there any evidence that Ms. Fogg agreed to pay additional fees for Mr. Salomon's assistance. Mr. Salomon testified that he had intended to put a future advances clause in the \$12,000 mortgage instrument, but had forgotten to do so.

Mr. Salomon represented Heirs, LLC/Irving Haase in foreclosure proceedings against the Fogg property which was now owned by Mr. Fogg. On November 14,

2013, Mr. Salomon sent a letter to Mr. Fogg demanding payment of principal and interest in the amount of \$47,891.13. Mr. Fogg notified Mr. Salomon he was going to contest the amount and requested documentation supporting the demand. Mr. Salomon did not provide the documentation. Formal foreclosure proceedings were instituted in December of 2013.

Mr. Fogg retained Attorney Michael Alfano, who initiated communication with Mr. Salomon. Mr. Salomon ultimately acknowledged that the only mortgage eligible for foreclosure was the "second" mortgage for \$12,000. A settlement agreement was reached to include the payment of Attorney Alfano's fees.

### **Florida Matter - #14-039**

The second complaint involving Mr. Salomon was received by the ADO in October 2014 from Attorney George Walker of the law firm Tripp Scott in Florida. The complaint related to Mr. Salomon having been found in contempt in the United States District Court for the Southern District of Florida for knowingly violating a preliminary injunction by assisting Mr. Wood in consummating a sale of property in Idaho, knowing that Mr. Wood did not have the authority to complete the sale.

Mr. Salomon represented Blackport Investment Group, LLC, which was created and retained by HPC US Fund 1, L.P. and HPC US Fund 2, L.P. The HPC entities are holding companies of German-based investment vehicles that hold real estate interests throughout the United States. Blackport managed these interests for HPC. Mr. Wood was Blackport's asset manager representative.

Mr. Wood and Mr. Salomon have known each other for many years. Mr. Salomon has represented Mr. Wood individually and has represented companies, including Blackport, of which Mr. Wood was an owner, member or manager.

HPC initiated proceedings in the United States District Court for the Southern District of Florida concerning Mr. Wood's mismanagement of funds belonging to HPC. It was alleged that Mr. Wood had misappropriated approximately \$10,000,000.

The Florida court issued a temporary restraining order followed by a preliminary injunction. The preliminary injunction was entered on September 4, 2013 and it addressed a number of defendants, including Mr. Wood. It prohibited Mr. Wood or "any and all persons acting under defendant's direction or control" from taking any action with respect to any property interests held by HPC. The prohibition included transferring or secreting any property interests or any liquid assets they held as a result of conveying HPC's property interests.

In the same time frame, Mr. Salomon opened a new matter in his office involving the sale of property in Idaho, which was largely owned by HPC. Mr.

Salomon viewed Blackport as his client. Mr. Wood was Mr. Salomon's contact person.

Mr. Salomon contacted North Idaho Title, the company that was handling the purchase and the sale of the Idaho property. In September of 2013, Mr. Salomon received funds that represented the initial non-refundable deposit received from the purchaser pursuant to a purchase and sale agreement. He disbursed the money based on instructions from George Kalogeropoulos, who he believed was a Blackport employee. There was no evidence that Mr. Salomon was aware of the preliminary injunction in Florida at the time he received and disbursed the funds from the deposit.

As the parties moved towards a possible closing date, however, Mr. Salomon learned that there was an injunction issued by the federal court in Florida directly prohibiting Mr. Wood from having any involvement in the conveyance of any property interests of HPC. The notice of the injunction came from Mr. Wood via e-mail indicating that he did not have authority to sign on behalf of Blackport in the sale of the property. Mr. Salomon was also contacted by the Tripp Scott law firm in Florida and was advised that there was an injunction.

After resolving title issues regarding the property in Idaho, the closing was dependent on determining who was authorized to sign on behalf of the seller. Mr. Salomon knew that Mr. Wood did not have authority. However, Mr. Salomon informed North Idaho Title that Mr. Wood could sign on behalf of Blackport, and the transaction closed on or about November 21, 2013. Mr. Salomon testified that he told North Idaho Title that Mr. Wood had authority because Mr. Wood had told him that Mr. Wood's lawyers advised Mr. Wood to sign on behalf of Blackport, to protect the minority owner's interest in the property.

The sale went through and the proceeds were deposited in Mr. Salomon's escrow account. Mr. Salomon did not notify HPC or its counsel that he was holding funds covered by the preliminary injunction. Instead, Mr. Salomon distributed those funds at the direction of Mr. Wood. This included Mr. Salomon's attorney fees. Approximately two weeks after the disbursement, \$51,970 was returned to Mr. Salomon's trust account and disbursed to a different entity under the direction of Mr. Wood. Mr. Wood authorized Mr. Salomon to keep an additional \$3,000 in attorney fees.

In January of 2014, HPC, through their attorneys at Tripp Scott, discovered that the property in Idaho had been conveyed without their knowledge. HPC initiated contempt proceedings against Mr. Wood. The proceedings were ultimately broadened to include a third-party contemnor claim against Mr. Salomon, who received notice and appeared once. The matter was continued, and Mr. Salomon did not subsequently appear for any further proceedings.

The Florida court found that Mr. Salomon had violated the preliminary injunction. In an order dated September 5, 2014, the Magistrate found that “both Dale Wood and Craig Salomon were aware of the injunction and had the ability to comply with it, but chose not to do so.” After the Florida court adopted the Magistrate’s report, HPC filed a motion for judgment and an award of attorney’s fees. Mr. Salomon filed an objection. On June 17, 2015, the court ordered that Mr. Wood and Mr. Salomon were jointly and severally liable to HPC for \$301,874.70 in contempt damages, \$135,739.50 in attorney’s fees, and \$4,672.70 in costs.

## **II. ANALYSIS**

### **Haase Matter - #14-037**

Mr. Salomon violated Rules 1.7, 3.1, 4.1, and 8.4(c).

#### Rule 1.7 – Conflicts of Interest

Rule of Professional Conduct 1.7 states that “a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if: 1) the representation of one client will be directly adverse to another client; or 2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibility to a client, a former client or a third person or by a personal interest of the lawyer.”

The evidence supports the Hearing Panel’s finding of a violation of Rule 1.7 by clear and convincing evidence. Mr. Salomon’s concurrent representation of Ms. Fogg and Pan American Fund was a violation of Rule 1.7(a). Specifically, it was the intent of the Fogg divorce agreement that Ms. Fogg would sell the marital property and in so doing would be able to satisfy her obligation to George Fogg under the first mortgage for \$22,350. The balance of any proceedings from the sale would be retained by Ms. Fogg. Her interest would have been to obtain the maximum possible sale price from an individual buyer or from a developer. The subsequent assignment to Mr. Salomon of the \$12,000 mortgage to pay off her attorney’s fees would not change her interest in selling the property for the highest possible value.

At the same time, Mr. Salomon’s other client, Pan American Fund, was negotiating to purchase the property. It was in Pan American Fund’s interest to obtain the property at the lowest possible purchase price to maximize the investment opportunity. The situation is further complicated by the fact that Mr. Salomon’s personal interest would be to have the property sell as soon as practical to reduce the amount of interest he was paying on the \$12,000 mortgage. In addition, he had an interest that his client, Pan American Fund, develop the property and pay him future attorney’s fees.

### Rule 3.1 – Meritorious Claims and Contentions

Rule of Professional Conduct 3.1 states that “[a] lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and in fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.”

The evidence supports the Hearing Panel’s finding of a violation of Rule 3.1 by clear and convincing evidence. Mr. Salomon instituted a foreclosure action against George Fogg on December 19, 2013, based on a demand for a sum of \$47,891.13 that he knew had no basis. The Committee finds that Mr. Salomon, who had forty years of experience, was not credible in his assertion that he was honestly mistaken as to the state of the various loans and mortgages.

### Rule 4.1 – Truthfulness in Statements to Others

Rule of Professional Conduct 4.1 states that “[i]n the course of representing a client, a lawyer shall not knowingly: a) make a false statement of material fact or law to a third person; or b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.”

The evidence supports the Hearing Panel’s finding of a violation of Rule 4.1 by clear and convincing evidence. Mr. Salomon knew that he had borrowed \$22,350 from the Pan American Fund group and signed a promissory note for that amount plus interest. Therefore, he knew that there was no mortgage on the Fogg property securing that amount. His representations to Mr. Haase that such a mortgage existed and his representations to Mr. Fogg and Attorney Alfano in issuing the demand for \$47,891.13 were false statements of material fact.

### Rule 8.4 - Misconduct

The Committee found by clear and convincing evidence that Mr. Salomon violated Rule 8.4(a) for the same reasons underlying the violation of Rule 4.1.

### **Florida Matter - #14-039**

Mr. Salomon violated Rules 1.2, 1.4, 1.15, 3.4, 8.4(a), and 8.4(c).

### Rule 1.2 – Scope of Representation

Rule of Professional Conduct 1.2(b) states that “[a] lawyer shall not counsel a client to engage, or assist a client, in conduct the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequence of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.”

The evidence supports the Hearing Panel's finding of a violation of Rule 1.2(b) by clear and convincing evidence. Mr. Salomon knowingly assisted Dale Wood in conduct that was, at a minimum, fraudulent.

Mr. Salomon testified that Mr. Wood notified him that he (Mr. Wood) had received legal advice that he should sign on behalf of Blackport to transfer ownership in the sale of the Idaho property. Mr. Salomon alleged that his reliance on Mr. Wood's representation was reasonable. The Committee disagrees. Mr. Salomon knowingly violated the federal court injunction.

#### Rule 1.4 – Client Communications

The evidence supports the Hearing Panel's finding of a violation of Rule 1.4 by clear and convincing evidence. Mr. Salomon did not consult with his client about any relevant limitation on his conduct. He knew that his client expected assistance not permitted by the Rules of Professional Conduct or other law. *R. Prof. Cond. 1.4(a)(5)*. Mr. Salomon was aware of the injunction. There is no evidence that Mr. Salomon consulted with his client about any relevant limitation on his conduct though he knew he could not assist him in violating the federal injunction. Based on the e-mails presented at the hearing, Mr. Salomon was attempting to assist Mr. Wood in getting around the federal injunction despite Mr. Wood indicating that he (Mr. Wood) did not want to violate the injunction.

#### Rule 1.15 – Safekeeping Property

The Committee found by clear and convincing evidence that Mr. Salomon violated Rule 1.15. A lawyer receiving funds or other property in which a client or a third person has an interest shall promptly notify the client or third person. *R. Prof. Cond. 1.15(f)*. Under Rule 1.15(g), a lawyer must also keep separate property in which two or more persons claim an interest.

Mr. Salomon knew that HPC had an interest in the sale of the Idaho property. He neither notified HPC that the sale had taken place nor kept the proceeds of the sale in his escrow account until it was determined who was entitled to the funds. Instead, the funds were disbursed at the direction of Mr. Wood, who Mr. Salomon knew was in an ongoing dispute with HPC.

#### Rule 3.2 – Expediting Litigation

The evidence supports the Hearing Panel's finding there is not clear and convincing evidence supporting a violation of Rule 3.2.

#### Rule 3.4 – Fairness to Opposing Party and Counsel

The evidence supports the Hearing Panel's finding of a violation of Rule 3.4(c) by clear and convincing evidence. Mr. Salomon knowingly disobeyed an obligation

under the rules of a tribunal. He knew of the preliminary injunction, but chose to disobey it. The federal court found Mr. Salomon in contempt.

#### Rule 5.5 – Unauthorized Practice of Law

The evidence supports the Hearing Panel’s finding there is not clear and convincing evidence that Mr. Salomon engaged in the unauthorized practice of law.

#### Rule 8.4 - Misconduct

Under Rule 8.4(a), it is professional misconduct for a lawyer to violate the Rules of Professional Conduct. In addition, Mr. Salomon violated Rule 8.4(c) because he engaged in conduct involving dishonesty, fraud, deceit or misrepresentation. The Committee found by clear and convincing evidence that Mr. Salomon’s conduct in assisting Mr. Wood to obtain the proceeds from the sale of the Idaho property involved dishonesty, fraud, deceit or misrepresentation. Specifically, he failed to advise North Idaho Title that there was a preliminary injunction issued by a federal court. He also disbursed proceeds from the sale of that property to parties other than HPC despite his knowledge that HPC had an interest in the property.

### **III. SANCTIONS**

Having found violations of the Rules of Professional Conduct, the Committee considered the issue of sanction. Case law and the American Bar Association’s *Standards for Imposing Lawyer Sanctions* (2005) (*Standards*) support the sanction of disbarment.

Although the Court has not adopted the *Standards*, it looks to them for guidance. The purpose of the Court’s disciplinary power is “protecting the public, maintaining public confidence in the bar, preserving the integrity of the legal profession and preventing similar conduct in the future.” *Conner’s Case*, 158 N.H. 299, 303 (2009). “The sanction . . . must take into account the severity of the misconduct.” *Coffey’s Case*, 152 N.H. 503, 513 (2005).

The *Standards* set forth a four-part analysis for courts to consider in imposing sanctions: “(a) the duty violated; (b) the lawyer’s mental state; (c) the potential or actual injury caused by the lawyer’s misconduct; and (d) the existence of aggravating or mitigating factors.” *Id.* (quoting *Douglas’s Case*, 156 N.H. 613, 621 (2007)); *Standards* Section 3.0. In this case, there are multiple misconduct charges. Therefore, the sanction imposed must at least be consistent with the sanction for the most serious instance of misconduct. *See Morse’s Case*, 160 N.H. 538, 547 (2010) (citing *Wyatt’s Case*, 159 N.H. 285, 306 (2009)).

The Committee adopted the Hearing Panel's findings that Mr. Salomon violated duties to his clients, the legal system and the public. In the Haase Matter, Mr. Salomon violated his duty of loyalty to his clients when he failed to avoid conflicts of interest. In the Florida Matter, Mr. Salomon violated the duty of diligence that he owed to Mr. Wood when he (1) assisted Mr. Wood in fraudulent conduct by helping him consummate the sale of the Idaho property; and (2) when he failed to advise Mr. Wood of his own professional limitations when advising Mr. Wood, or assisting Mr. Wood in taking any actions which would violate the preliminary injunction and, therefore, the Rules of Professional Conduct. In addition, in the Florida Matter, Mr. Salomon violated the duty of loyalty owed to his client and to third parties as a fiduciary when he failed to safeguard and preserve the proceeds of the sale of the Idaho property despite the federal preliminary injunction.

Mr. Salomon also violated duties he owed to the legal system and to the public. Mr. Salomon owed a duty to the legal system to obey court orders when he failed to comply with the preliminary injunction and was found in contempt. Mr. Salomon also violated his duty to the public when he failed to comply with the Florida court order. He violated the duties of candor and honesty with respect to his conduct during the Idaho transaction.

The Committee adopted the Hearing Panel's findings that Mr. Salomon acted knowingly. Violations of Rules 1.2(d), 3.4(c) and 8.4(c) all require a knowing state of mind. The evidence also supported an inference that Mr. Salomon acted intentionally, that is, with a conscious objective to achieve a result.

The Committee adopted the Hearing Panel's findings that Mr. Salomon caused serious injury to his client and third parties in the Florida Matter. Mr. Salomon also caused actual and potential injury to his clients and third parties in the Haase Matter.

Finally, the Committee adopted the Hearing Panel's finding that the baseline sanction in this case is disbarment. *See Standards*, §§ 4.11, 4.61, 5.11 and 6.21.

There are numerous aggravating factors. First, Mr. Salomon acted with a dishonest and selfish motive when he made misrepresentations to North Idaho Title regarding the September 4, 2013 injunction, and when he disbursed the proceeds from the sale of the Idaho property to parties other than HPC without informing HPC or seeking its assent. He retained approximately \$12,200 in legal fees. The final \$3,000, which he obtained for facilitating the re-disbursement of \$51,970, is particularly illustrative of his dishonest and selfish motive. Having completed all disbursements from the original transaction, Mr. Salomon agreed to accept money in his escrow account and re-disburse it without undertaking any investigation as to the source of the funds. He received \$3,000 for allowing his office to be the "clearinghouse" for funds.

Second, Mr. Salomon committed multiple offenses involving serious violations.

A third aggravating factor is the vulnerability of a victim. Ms. Fogg was working as a caregiver, had recently been divorced, and needed to sell the Fogg property within eighteen months to satisfy her marital debt.

A fourth aggravating factor is Mr. Salomon's indifference in making restitution. The Florida district court found Mr. Salomon jointly and severally liable for \$442,286.90. He has not paid any portion of that judgment.

A fifth aggravating factor is Mr. Salomon's substantial experience in the practice of law. In 2014, when Mr. Salomon was found in contempt of court in Florida, he had been practicing law for over forty years.

A sixth aggravating factor is that Mr. Salomon has not taken responsibility for his actions. He maintains that they were unintentional or mistakes. The explanations are not credible.

The seventh aggravating factor is Mr. Salomon's previous disciplinary record, which includes three public censures and a six-month suspension.

In *Salomon, Craig N. advs. Lisa Beaudry*, #02-127 (May 24, 2005), Mr. Salomon received a public censure for violations of Rules 3.3(d) and 8.4(a) for his failure to include known adverse material facts when filing a petition for an *ex parte* attachment in superior court.

In *Salomon, Craig N. advs. Bernice C. Billewicz*, #03-072 (September 28, 2007), Mr. Salomon received a public censure for violations of Rule 1.15(a)(1), Supreme Court Rule 50(2)(B) and (C), and Rule 8.4(a) for failure to safeguard client property. Mr. Salomon placed the client's retainer into his operating account before he earned the fees.

In *Salomon, Craig N. advs. David West*, #05104 (November 20, 2007), the Committee issued a public censure to Mr. Salomon for violations of Rules 7.5(d) and 8.4(a) for implying that he was practicing in a partnership or a law firm with two other attorneys, when he and the other attorneys had never entered into a partnership agreement and they did not share profits.

Most recently, the Supreme Court issued a final order in the matter of *Salomon, Craig N. advs. Attorney Discipline Office*, 13-011; *Appeal of Craig N. Salomon*, LD-2016-0018. Mr. Salomon was suspended from the practice of law for six months, effective November 16, 2017. He failed to comply with a court order and was found in contempt, in violation of Rule 3.4(c).

There is one mitigating factor. Mr. Salomon has been cooperative during this proceeding and throughout the ADO's investigation. Because the aggravating factors clearly outweigh this mitigating factor, there is no basis to depart downward from disbarment.

**IV. COSTS**

Mr. Salomon shall be responsible for all costs associated with the investigation and prosecution of this matter.

**V. CONCLUSION**

The Committee recommends that Mr. Salomon be disbarred and be ordered to pay the costs for investigation and prosecution of this matter.

June 4, 2018



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David M. Rothstein  
Chair

cc: Elizabeth M. Murphy, Assistant Disciplinary Counsel  
Russell F. Hilliard, Esquire  
File