

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
Georges J. Roy*
Martha Van Oot
Daniel E. Will
* non attorney member
Barbara J. Guay, Legal Assistant

Bedard, Michael advs. Attorney Discipline Office - #18-024

Substituted Recommendation: Two-Year Suspension with One Year Stayed on Conditions and Order on Costs

On April 16, 2019, the Professional Conduct Committee (the "Committee") deliberated the Stipulation as to Facts, Violations and Sanction: Two Year Suspension, 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 a Two-Year Suspension for violations of Rules 1.1; 1.3; 1.5; 1.8; 1.15; 3.3; 8.4(a); and Sup. Ct. R. 50, with one year stayed on conditions as set forth in the stipulation, as well as reimbursement of the Committee for all costs of investigation and prosecution of this matter.

The Committee erroneously issued an order recommending a two-year suspension. That order is rescinded and superseded by this Substituted Recommendation.

April 16, 2019



David M. Rothstein
Chair

**cc: Sara S. Greene, Disciplinary Counsel
James C. Wheat, Esquire
File**

NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE

Bedard, Michael

advs.

Attorney Discipline Office

#18-024

**STIPULATION AS TO FACTS, VIOLATIONS,
AND SANCTION: TWO-YEAR SUSPENSION**

Respondent Michael Bedard, Esq., and the Attorney Discipline Office
(ADO) stipulate as follows:

A. Summary of Facts

1. Mr. Bedard is an attorney licensed to practice law in New Hampshire. Mr. Bedard was admitted to practice on May 26, 1998.
2. Mr. Bedard was also admitted to practice law in Massachusetts on December 15, 1997. He is currently on active status for the Massachusetts Bar.
3. At all times material to this proceeding, Mr. Bedard practiced law at The Legal Connection, PC, located at 10 Ferry Street, Suite 317, Concord, NH 03301.
4. Mr. Bedard has no prior disciplinary history.
5. As set forth further below, this case involves misconduct with regard to Mr. Bedard's client trust account, as well as misconduct as counsel for the executor in an estate matter.

Trust Account Violations

1. Judicial Referral; Subpoena for Bank Records; Respondent Hires Dennis Stone, CPA

6. This matter was initiated by judicial referral dated June 7, 2018 from the Hon. Mark Weaver of the 10th Circuit Probate Court in Brentwood. Mr. Bedard was counsel for the Executor, Diana Rhames, in the Estate of Rita M. Gifford, Docket No. 318-2014-ET-01459 (hereinafter the “Gifford Estate”).
7. Judge Weaver referred the matter because Mr. Bedard represented to the court, during a citation hearing regarding an overdue First Account, that Mr. Bedard had completed the First Account and was ready to file it with the clerk. When he left the courtroom to do so, however, Mr. Bedard had only a blank, undated Account form that was nonetheless signed by the Executor.
8. The matter was docketed on June 14, 2018 and forwarded to Disciplinary Counsel for formal proceedings on September 12, 2018.
9. In the course of General Counsel’s investigation, Mr. Bedard admitted that he did not always deposit retainers into his client trust account, and had not done so for \$1,000 retainer he received in the Gifford Estate matter at the outset of representation.
10. The ADO thereafter subpoenaed bank records for the time period of January 1, 2015 through August 22, 2018 (“the subpoena period”), for the following accounts:

- a. IOLTA account, Michael Bedard, ATTY, account ending --0445 (“CTA”)
 - b. The Legal Connection, account ending --6450 (“operating account”)
 - c. Michael Bedard, account ending --6477 (“personal account”).
11. The ADO received the bank records on or around September 6, 2018. Those documents revealed that Mr. Bedard was not in compliance with Rule 1.15 and Rule 50 at any point during the subpoena period. The bank records further demonstrated that Mr. Bedard conducted the bulk of the transactions for his law practice and disbursements to clients through his operating account.
 12. Mr. Bedard hired Dennis Stone, CPA, in September 2018 to: (1) assist Mr. Bedard and educate him on a going-forward basis with regard to the client trust accounting requirements, and (2) provide information regarding certain specific client matters identified by the ADO based on its review of the bank records.

2. Report of Dennis Stone, CPA

13. Prior to receiving a written report from Mr. Stone, Mr. Bedard produced to the ADO voluminous client materials and other documentation.
14. On December 10, 2018, Mr. Stone submitted a report to the ADO that provided ten “Client Funds Accounting Worksheets” (the “Stone Report,” attached hereto as Exhibit A), along with information about cash transactions.
15. The Stone Report makes clear that Mr. Bedard never maintained a

system of accounting records for client funds in his custody compliant with Rule 1.15 and Rule 50. As such, Mr. Stone could not conduct an actual forensic audit of the CTA using client ledgers, etc. Instead, Mr. Stone worked with what was available to him to “reconstruct an accounting” of the CTA.

16. That reconstruction involved reviewing bank records, reviewing client files for work performed, invoices for costs incurred, settlement documents, etc., as well as interviewing Mr. Bedard regarding deposits and disbursements in order to assign them to a specific client matter based on Mr. Bedard’s recollection/representation.
17. Mr. Stone also notes in his report that Mr. Bedard would “internally reassign” funds held in the CTA “from being identified as client funds to being identified as his personal funds (resulting from client fees earned or client advances recovered).” This “reassignment” did not mean that Mr. Bedard actually transferred money from the CTA into his operating account, but rather that, Mr. Bedard kept rough (i.e. estimated) running totals in his mind for various client matters of fees earned that he nonetheless maintained in the CTA.
18. Mr. Stone met with Disciplinary Counsel and counsel for Mr. Bedard for several hours after issuing his Report. Mr. Stone represented that Mr. Bedard always kept enough of his own earned fees in the CTA to cover “advances” to clients or loans to clients. Mr. Stone noted that while this practice constituted impermissible commingling, it also meant that Mr.

Bedard never “robbed from Peter to pay Paul” because he kept large amounts of his own money in the CTA.

19. Mr. Stone did not uncover instances of misappropriation. When asked about unearned retainers that Mr. Bedard deposited directly into the operating account, Mr. Stone replied that while this too violates Rule 1.15 and Rule 50, the client files that he reviewed demonstrated work performed to earn those retainers. The ADO likewise reviewed client files and billing/time records in order to confirm the retainers were ultimately earned.
20. Disciplinary Counsel wrote to ten current and former clients of Mr. Bedard to inquire about their legal matters and his handling of their funds. Of the seven clients who responded, all of them were supportive of Mr. Bedard. In addition they confirmed certain important facts, including the attorneys’ fees that Mr. Bedard received, the completion of scope of work, and their overall satisfaction with Mr. Bedard’s representation.
21. Finally, Mr. Stone’s report notes three instances in which he determined that Mr. Bedard owed clients funds, in amounts ranging from \$245.13 to \$1,000. Mr. Bedard has refunded the funds owed to these clients.

3. **General IOLTA Accounting Violations: Lack of Record-Keeping, Commingling, Cash Withdrawals, Failure to Identify Clients for Deposits and Disbursements**

22. At no point during the subpoena period did Mr. Bedard keep accurate client ledgers or perform monthly reconciliations of his CTA. In addition,

he generally failed to identify the client matter to which deposits and disbursements from the CTA pertained. This was also true for Mr. Bedard's operating account, which became a *de facto* client trust account because he regularly deposited unearned retainers into that account. Nineteen (19) such retainers were identified by the ADO in the subpoena period. In addition, Mr. Bedard occasionally deposited settlement checks into the operating account, disbursing funds to clients thereafter.

23. During the subpoena period, Mr. Bedard regularly commingled funds in the CTA because: (a) he left earned fees in the CTA for significant periods of time; (b) he deposited unearned retainers into his operating account (though Mr. Bedard did ultimately earn the retainers, which were usually in the \$1,000 - \$3,000 range); and (c) on four occasions, he paid personal/operating expenses directly out of the CTA, in the total amount of \$2,771.54.
24. During the subpoena period, Mr. Bedard made \$47,710.73 in unauthorized cash withdrawals from the CTA. These funds were then deposited into Mr. Bedard's operating or personal accounts.
25. During the subpoena period, Mr. Bedard made online transfers from the CTA to his operating account in the amount of \$98,750. None of these transfers identified a client matter.
26. During the subpoena period, Mr. Bedard made online transfers from the CTA to his personal account in the amount of \$126,299.56. None of these transfers identified a client matter.

27. During the subpoena period, Mr. Bedard wrote 31 checks out of the CTA to his firm, the Legal Connection PC, with no client designation, for an amount totaling \$938,570.87. These amounts were deposited into the operating account. The ADO's investigation revealed that four of those checks (totaling \$717,666) related to one personal injury client, [REDACTED] [REDACTED] for whom Mr. Bedard obtained significant settlements from two defendants. Mr. Bedard thereafter paid [REDACTED] [REDACTED] his portion of the settlement funds from Mr. Bedard's operating account.
28. During the subpoena period, Mr. Bedard wrote nine (9) checks out of the CTA to himself, with no client designation, for an amount totaling \$40,600. These were deposited either into Mr. Bedard's operating account or personal account as earned fees.

4. False Trust Accounting Compliance Certificates ("TACs")

29. Despite these deficiencies in his record-keeping, Mr. Bedard certified on his TACs for the periods covering June 1, 2014 to May 31, 2018 that he performed monthly reconciliations, was never out of trust, and maintained all client funds "in full compliance" with Rule 1.15 and Sup. Ct. R. 50.

5. Lack of Fee Agreements and Settlement Statements in Personal Injury Matters

30. Mr. Bedard failed to draft and execute written fee agreements for the following personal injury clients whom he represented on a contingent (one-third) fee basis: [REDACTED] [REDACTED] [REDACTED] and [REDACTED]
[REDACTED]

31. Mr. Bedard failed to provide the following personal injury clients with a settlement statement setting forth the amount recovered, remittance to the client, and method of its determination: [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED]

6. Loans to Clients and Improper Financial Assistance

32. On or around June 5, 2018, Mr. Bedard loaned \$2,000 to a personal injury client, [REDACTED] who was experiencing financial hardship and was scheduled to receive settlement funds in the coming weeks. Mr. Bedard states that the agreement between he and Mr. [REDACTED] was that when the settlement funds came in, Mr. [REDACTED] would pay Mr. Bedard \$2,500 to pay the loan back with interest (i.e. 25% interest). Mr. Bedard did not set forth and fully disclose the terms of this loan in writing to Mr. [REDACTED] nor did he advise Mr. [REDACTED] of the desirability of obtaining independent legal advice on the transaction.

33. In June of 2018, Mr. Bedard also loaned funds in the amount of \$10,000 to client [REDACTED] at a 10% interest rate. Mr. Bedard did not set forth and fully disclose the terms of this loan in writing to Ms. [REDACTED] nor did he advise her of the desirability of obtaining independent legal advice on the transaction.

34. In two personal injury matters, for clients [REDACTED] and [REDACTED] [REDACTED] Mr. Bedard “advanced” \$1,000 (on June 18, 2018) and \$9,215 (on March 7, 2018), respectively, in anticipation of receipt of settlement funds. In so doing, he provided financial assistance to these clients for

amounts other than “court costs and expenses of litigation.” For these two clients, Mr. Bedard did not charge interest, but rather advanced funds.

Rita Gifford Estate

35. Rita Gifford died on January 19, 2010. Though she had a Will, which named as executor a grand-daughter named Ashley Starkey, Ms. Starkey did not take any action to probate the estate for at least five years following Rita’s death. This delay significantly complicated the probate the estate.
36. In 2015, Mr. Bedard was approached by Brian Gifford, Rita Gifford’s son, who then resided in his mother’s home along with several other family members, including Ms. Starkey. By this time, Mr. Bedard had represented Brian Gifford, as well as his son, Joseph Gifford, in their respective personal injury matters.
37. Mr. Gifford asked if Mr. Bedard would help with the probate of his mother’s estate. Mr. Bedard informed Mr. Gifford that he had never handled a probate, but Brian Gifford nonetheless wanted his assistance.
38. Mr. Gifford paid Mr. Bedard \$1,000 in cash on March 19, 2015 to begin work on the estate, according to the First Accounting Mr. Bedard filed in the Gifford Estate.
39. On December 23, 2014, Rita’s sister, Diana Rhames, filed an Amended Petition for Estate Administration seeking to serve as Executor. The Court granted her request on March 19, 2015.

40. Mr. Bedard filed an appearance for Ms. Rhames on April 28, 2015.
41. The primary asset in Rita's estate was her home, located at 47 Windham Road in Derry, New Hampshire. It appraised for \$132,000 in November 2015. Other than the provisions regarding her home, the Will made certain specific bequests of personal property (watches, jewelry, ceramic figures) to various family members. By the time Mr. Bedard appeared in the Gifford Estate matter, however, these specific items had long since been disposed of. Thus, the primary issue in the estate case was the disposition of Rita's home, as described further herein.

1. Untimely and Inaccurate Inventories

42. Following his appearance in April 2015, Mr. Bedard did not file an initial Inventory of Fiduciary until January 4, 2016.
43. Thereafter, he filed an additional three amended inventories, all of which were incomplete and/or inaccurate and rejected by the Court.
44. Each time an inventory was filed by Mr. Bedard, the clerk of court would note the deficiencies and request that they be corrected. Mr. Bedard was late in providing these inventories every time.
45. On October 28, 2016, Mr. Bedard filed an Amended Inventory. This represented his fourth attempt to file an Inventory acceptable to the Court.
46. On May 17, 2017, the Court issued an "Order Regarding Inventory" which noted "A review of this file shows that multiple incorrect or incomplete inventories have been filed in this Estate. The due date for

the Inventory, as well as for the Account, have passed. Therefore, a hearing will be scheduled to determine what action shall be taken in this matter. The Fiduciary, Diana Rhames, as well as her counsel, are required to appear at this hearing.”

47. Over two years had passed since Mr. Bedard had appeared on behalf of the Executor, and no proper and accurate Inventory had been filed, despite four attempts.
48. The Court held a hearing on July 31, 2017 regarding the overdue Inventory and Accounting. Mr. Bedard appeared with Ms. Rhames. Also present were several grandchildren-beneficiaries. Mr. Bedard explained to the Court that, as to the specific bequests of personal property, “all those items have been disposed of” and that the only remaining asset was the home. Mr. Bedard also represented that of the inventories he had filed, the one that he filed in May of 2016 (the actual date was June 8, 2016) was the most accurate.
49. The Court issued a Notice of Decision on August 17, 2017, enclosing an Order dated July 31, 2017. That Order found that the only asset of any value in the estate was the home, and that it needed to be “disposed of by executrix.” The Order stated that “the Court expects the parties to move to the disposition of the house expeditiously subject to the process required by the will.”
50. As to outstanding or incorrect filings by the Executor, the Court’s Order dated July 31, 2017 accepted the Inventory filed on May 18, 2016

(actually the date was June 8, 2016), subject to the executor “filing an explanatory statement as an amendment to the Inventory identifying those items that are listed in the Inventory that she believes were distributed prior to her appointment.”

51. On October 6, 2017, Mr. Bedard filed a Motion for Hearing regarding the real estate. The Motion quoted Section 5 of the Will, which had an unusual and complicated provision for disposition of the home. The Motion requested a hearing on the issue of setting a price for the sale of the home and the issue of testator’s intent.
52. The Court granted the motion for hearing on November 6, 2017, and a hearing was ultimately set for February 26, 2018.
53. Following the hearing, Mr. Bedard filed a Motion for License to Sell Real Estate, which the Court granted on January 7, 2019.

**2. Overdue First Accounting; Default and Citation Hearing;
First Accounting Signed in Blank;
Inaccuracies in Accounting Ultimately Filed**

54. Meanwhile, the First Accounting had become overdue. On January 8, 2018, the Court issued a “Notice of Default on Accounting,” assessed a \$25 late fee, and set a deadline of February 7, 2018 for filing an Accounting and paying the fee. The Notice informed Ms. Rhames and Mr. Bedard that if this corrective action was not taken by that date, the Court would require them to appear in person and possibly would remove Mr. Rhames as Executor.

55. Mr. Bedard did not cure the default for the First Accounting in a timely fashion.
56. The Court issued a Citation on Failure to File First Account on April 18, 2018. It set a hearing for June 4, 2018 and assessed citation fees.
57. Mr. Bedard appeared at the citation hearing on June 4, 2018. Ms. Rhames appeared by phone. The hearing lasted only a few minutes. Mr. Bedard represented to the Court: "I have the Accounting with me. Before I give it to the Clerk downstairs, I have a question" ¹
58. The Judge concluded the hearing and instructed Mr. Bedard to file the Accounting with the Clerk.
59. According to the Court Order issued after the citation hearing, and dated June 5, 2018, Mr. Bedard went to the Clerk's office to file the Accounting. Contrary to his representation to the Court, he did not have a completed Accounting. Rather, Mr. Bedard had with him only a blank Accounting form for the First account period (party and case name information were filled in only), that nonetheless had been signed by the Executor, attesting that the accounting was "true and accurate" to the best of her belief.
60. The Clerk so informed the judge, who requested the Mr. Bedard appear again (no record was made of this second colloquy on June 4, 2018). Mr. Bedard told the judge during this colloquy that Mr. Rhames lived out of

¹The question did not pertain to the Accounting, but to the issue of whether certain signatures of beneficiaries were legible.

state and Mr. Bedard had her sign the account in blank with the intention to complete it later then file it with the Court. Mr. Bedard told the Court he did not believe this to be a problem.

61. The Court thereafter referred the matter to the ADO, enclosing his Order dated June 5, 2018. The Order required that “going forward, all documents submitted by Attorney Bedard to this court must be signed before, and notarized by, an independent notary who is not associated with Attorney Bedard or his office. He may not charge the estate for any costs or time associated with this requirement since it is his actions that have led to the need for third party verification of everything he files with this court.”
62. The ADO’s review of bank records, and of the (Third Amended) First Accounting filed by Mr. Bedard and ultimately accepted by the Court, reveal the following inaccuracies:
 - a. Section 7, Schedule 2, addressing Attorney and Fiduciary Fees, does not set forth the \$1000 in attorney’s fees received by Mr. Bedard in 2015.
 - b. Schedule G, addressing money advanced to the estate, incorrectly notes a payment by Brian Gifford on December 19, 2015 of \$425 for the cost of an appraisal. The correct payment was for \$500, paid not by Brian Gifford, but by Diana Rhames, via money order dated October 5, 2015. Mr. Bedard received this money order and deposited the money into his personal checking account on

October 8, 2015. (Mr. Bedard did pay Capital Appraisal Associates \$425 in December of 2015 for an appraisal of the home).

- c. Schedule G, addressing money advanced to the estate, fails to note a payment of \$1060.32 made by Diana Rhames. That payment was a check from Capital One dated September 22, 2016, which Ms. Rhames endorsed “pay to the order of the Legal Connection for the Estate of Rita M. Gifford.” Mr. Bedard deposited this check into his CTA on January 24, 2017.
63. Mr. Bedard could not produce, and the ADO could not locate in the bank records for all three of Mr. Bedard’s accounts, any documentation of a \$425 payment from Brian Gifford.
64. Notwithstanding Mr. Bedard’s mishandling of the Gifford Estate, his file demonstrates that he earned the \$1,000 Mr. Gifford paid him in March 2015, and that he spent more hours on the Gifford estate without charging the estate. In addition, the Gifford Estate matter was the only probate Mr. Bedard had handled in many years, and it is simply not a regular part of his practice. In hindsight, he recognizes that he should have referred Brian Gifford to another practitioner with experience in probate matters.

B. Disciplinary Rules Violated

65. Mr. Bedard’s conduct in this case raises questions under the following New Hampshire Rules of Professional Conduct.

Rule 1.1: Competence

66. Allegations set forth above are incorporated by reference.
67. Rule 1.1 states as follows:
- (a) A lawyer shall provide competent representation to a client.
 - (b) Legal competence requires at a minimum:
 - (1) specific knowledge about the fields of law in which the lawyer practices;
 - (2) performance of the techniques of practice with skill;
 - (3) identification of areas beyond the lawyer's competence and bringing those areas to the client's attention;
 - (4) proper preparation; and
 - (5) attention to details and schedules necessary to assure that the matter undertaken is completed with no avoidable harm to the client's interest.
 - (c) In the performance of client service, a lawyer shall at a minimum:
 - (1) gather sufficient facts regarding the client's problem from the client, and from other relevant sources;
 - (2) formulate the material issues raised, determine applicable law and identify alternative legal responses;
 - (3) develop a strategy, in consultation with the client, for solving the legal problems of the client; and
 - (4) undertake actions on the client's behalf in a timely and effective manner including, where appropriate, associating with another lawyer who possesses the skill and knowledge required to assure competent representation.
68. Mr. Bedard violated Rule 1.1 in his handling of the Gifford estate matter as set forth herein at ¶¶ 42-64. Specifically, he violated Rule 1.1 when he:
- a. Failed over a two-year period to file timely and accurate inventories that complied with the requirements of the Probate Court;

- b. Failed to submit a timely First Accounting, requiring the Court to issue hold a citation hearing and fine Mr. Bedard;
- c. Filed an inaccurate First Accounting, as set forth in ¶ 62;
- d. Failed to request a hearing on the issue of disposing of the single asset of the estate, the decedent's home, for 2.5 years after his appearance in the matter; and
- e. Allowed the Executor to sign a blank Accounting form, not notarized or dated.

Rule 1.3: Diligence

69. Allegations set forth above are incorporated by reference.

70. Rule 1.3 states as follows:

A lawyer shall act with reasonable diligence and promptness in representing a client.

71. Mr. Bedard violated Rule 1.3 in his handling of the Gifford estate matter as set forth herein at ¶¶ 42-64. Specifically, he violated Rule 1.3 when he:

- a. Failed over a two-year period to file timely and accurate inventories that complied with the requirements of the Probate Court;
- b. Failed to submit a timely First Accounting, requiring the Court to issue hold a citation hearing and fine Mr. Bedard;
- c. Filed an inaccurate First Accounting, as set forth in ¶ 62;
- d. Failed to request a hearing on the issue of disposing of the single

asset of the estate, the decedent's home, for 2.5 years after his appearance in the matter; and

- e. Allowed the Executor to sign a blank Accounting form, not notarized or dated.

Rule 1.5: Fees

72. Allegations set forth above are incorporated by reference.

73. Rule 1.5 states, in pertinent part, as follows:

- (c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by law or these rules. A contingent fee agreement shall be in writing signed by the client and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses for which the client will be liable whether or not the client is the prevailing party, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

74. Mr. Bedard violated Rule 1.5 when he failed to ensure that four personal injury clients entered into written fee agreements, specifically [REDACTED] [REDACTED] and [REDACTED]

Rule 1.8: Conflict of Interest; Current Clients; Specific Rules

75. Allegations set forth above are incorporated by reference.

76. Rule 1.8 states, in pertinent part, as follows:

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory,

security or other pecuniary interest adverse to a client unless:

- (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
 - (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
 - (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.
- (e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:
- (1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and
 - (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

77. Mr. Bedard violated Rule 1.8(a) when he loaned money to clients [REDACTED] and [REDACTED] without disclosing in writing the terms of the loan and the desirability of seeking independent legal counsel on the transaction, and without obtaining these clients' informed consent in writing.

78. Mr. Bedard violated Rule 1.8(e) when he advanced his own personal funds to personal injury clients [REDACTED] and [REDACTED] where such funds were not permissible court costs and expenses of litigation.

Rule 1.15: Safekeeping Property and Supreme Court Rule 50

79. Allegations set forth above are incorporated by reference.
80. Rule 1.15 states as follows:
- (a) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, in accordance with the provisions of the New Hampshire Supreme Court Rules. The lawyer shall maintain the minimum financial records with respect to the client and third party funds as may be required by the New Hampshire Supreme Court Rules and shall comply with every other aspect of those Rules. Sufficient records of all other property of clients or third persons shall be kept by the lawyer and shall be preserved for a period of six years after final distribution of such other property or any portion thereof. All client and third party property shall be identified as such and appropriately safeguarded.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) 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.

- (f) 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.

81. Mr. Bedard violated Rule 1.15 and Rule 50 as set forth in Exhibit A hereto and as set forth herein in ¶¶ 13-29. Specifically, Mr. Bedard violated Rule 1.15 and Rule 50 by routinely:

- a. commingling his own funds with client funds in the client trust account;
- b. depositing unearned retainers into his operating account;
- c. withdrawing cash from his CTA;
- d. failing to perform monthly reconciliations; and
- e. failing to identify the client matter to which disbursements pertained.

Rule 3.3: Candor Toward the Tribunal

82. Allegations set forth above are incorporated by reference.

83. Rule 3.3 states, in pertinent part, 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;

84. Mr. Bedard's representation to the Probate Court, during the June 4, 2018 hearing on the Citation for Failure to File First Account, in which

he represented that he had a complete First Account ready for filing that day with the clerk, violated Rule 3.3. Mr. Bedard had not prepared the First Account as of June 4, 2018.

85. Mr. Bedard violated Rule 3.3 when he submitted false Trust Account Compliance Certificates for the periods covering June 1, 2014 to May 31, 2018, in which he falsely represented that he was performing monthly reconciliations for his client trust account during those times.

Rule 8.4(a): General Rule

86. In the event that any one of the above alleged rule violations is proven by clear and convincing evidence, this would necessarily constitute a violation of N.H. R. Prof. Conduct 8.4(a).

C. Recommended Sanction

87. The Attorney Discipline Office and Mr. Bedard jointly agree that a two-year suspension, one year stayed with conditions, is the appropriate sanction in this matter. This sanction would serve the purposes of attorney discipline.
88. Both case law and the American Bar Association's *Standards for Imposing Lawyer Sanctions* (2005) ("*Standards*") support this sanction.
89. 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).

90. Although the Court has not adopted the *Standards*, it looks to them for guidance. *Conner’s Case*, 158 N.H. at 303. 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’ Case*, 156 N.H. 613, 621 (2007)); *Standards* § 3.0.
91. The first three parts of the analysis create the framework for characterizing the misconduct and determining a baseline sanction. See *Conner’s Case*, 158 N.H. at 303 (stating that “[i]n applying these factors, the first step is to categorize the respondent’s misconduct and identify the appropriate sanction”). Once the baseline sanction is determined, the Court then looks to the fourth and final part of the analysis: the existence of any aggravating or mitigating factors, and whether they affect the baseline sanction. See *id.* (stating that “[a]fter determining the sanction, [the Court] consider[s] the effect of any aggravating or mitigating factors on the ultimate sanction”).
92. Under the first prong of the analysis, Mr. Bedard violated duties owed to his clients, the legal system and the legal profession.
93. With respect to Mr. Bedard’s mental state under the second prong of the sanction analysis, the parties agree that Mr. Bedard’s mental state was

knowing in that he was consciously aware of attendant circumstances. Here, he was aware that he was not keeping any form of accurate client ledgers, not performing monthly reconciliations, not withdrawing funds from the client trust account as they were earned, occasionally depositing retainers not yet earned into his operating account, etc. Even if Mr. Bedard's state of mind as to his trust accounting violations was not knowing, but grossly negligent, the *Standards* nonetheless recommend suspension. See *Standard* 4.12 (baseline suspension for a lawyer who "knows or *should know* he is dealing improperly with client property") (emphasis added); see also *Commentary*, §§ 4.12 and 4.13 ("lawyer who are grossly negligent in failing to establish proper accounting procedures should be suspended").

94. The third prong of the sanction analysis requires an assessment of the actual or potential injury caused by Mr. Bedard's misconduct.
95. Mr. Bedard's conduct caused significant potential injury. In routinely commingling his funds with those of clients, he subjected his client's funds to possible claims against Mr. Bedard or his firm.
96. Mr. Bedard's conduct in the Gifford estate caused harm because it delayed resolution of the estate case. His conduct also wasted judicial resources and increased costs to his client, because it caused the court to impose additional safeguards for execution of documents and witnessing of signatures. There is also harm to the integrity of the profession whenever an attorney violates his duty of candor to the court

because it undermines the public's and the court's confidence in an attorney's trustworthiness.

97. As summarized below, where a lawyer engages in misconduct with a knowing state of mind that causes actual or potential injury, the baseline sanction is a suspension. *See Standards* §§ 4.12, 4.42, 4.52, 6.12. Each relevant *Standard* in this case, relating to client property, competence, diligence, and candor to the court, set forth suspension as the baseline sanction.

98. Mr. Bedard's Rule 1.15 violation implicates Section 4.1 of the *Standards*.

That Section provides:

Absent aggravating or mitigating circumstances, upon application of the factors set out in 3.0, the following sanctions are generally appropriate in cases involving the failure to preserve client property:

4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.

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.

4.14 Admonition² is generally appropriate when a lawyer is negligent in dealing with client property and causes little or no actual or potential injury to a client.

(emphasis added).

²The term "admonition," as used in the *ABA Standards*, is analogous to a reprimand in New Hampshire. The term "reprimand," as used in the *ABA Standards*, is analogous to a public censure in New Hampshire.

99. Mr. Bedard's Rule 1.3 violation implicates Section 4.4 of the *Standards*.

That Section provides:

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving a failure to act with reasonable diligence and promptness in representing a client:

4.41 Disbarment is generally appropriate when:

- (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
- (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
- (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.

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.

4.44 Admonition is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes little or no actual or potential injury to a client.

(emphasis added).

100. Mr. Bedard's Rule 1.1 violation implicates Section 4.5 of the *Standards*.

That Section provides:

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are

generally appropriate in cases involving failure to provide competent representation to a client:

4.51 Disbarment is generally appropriate when a lawyer's course of conduct demonstrates that the lawyer does not understand the most fundamental legal doctrines or procedures, and the lawyer's conduct causes injury or potential injury to a client.

4.52 Suspension is generally appropriate when a lawyer engages in an area of practice in which the lawyer knows he or she is not competent, and causes injury or potential injury to a client.

4.53 Reprimand is generally appropriate when a lawyer:

- (a) demonstrates failure to understand relevant legal doctrines or procedures and causes injury or potential injury to a client; or
- (b) is negligent in determining whether he or she is competent to handle a legal matter and causes injury or potential injury to a client.

4.54 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in determining whether he or she is competent to handle a legal matter, and causes little or no actual or potential injury to a client.

(emphasis added).

101. Mr. Bedard's Rule 3.3 violation implicates Section 6.1 of the *Standards*.

That Section provides:

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving conduct that is prejudicial to the administration of justice or that involves dishonesty, fraud, deceit, or misrepresentation to a court:

6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.

6.12 Suspension is generally appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action, and causes injury or potential injury to a party to the legal proceeding, or causes an adverse or potentially adverse effect on the legal proceeding.

6.13 Reprimand is generally appropriate when a lawyer is negligent either in determining whether statements or documents are false or in taking remedial action when material information is being withheld, and causes injury or potential injury to a party to the legal proceeding, or causes an adverse or potentially adverse effect on the legal proceeding.

6.14 Admonition is generally appropriate when a lawyer engages in an isolated instance of neglect in determining whether submitted statements or documents are false or in failing to disclose material information upon learning of its falsity, and causes little or no actual or potential injury to a party, or causes little or no adverse or potentially adverse effect on the legal proceeding.

(emphasis added).

102. Mr. Bedard's Rule 1.5 violations implicates Section 7.0 of the *Standards*.

That Section provides:

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving false or misleading communication about the lawyer or the lawyer's services, improper communication of fields of practice, improper solicitation of professional employment from a prospective client, unreasonable or improper fees, unauthorized practice of law, improper withdrawal from representation, or failure to report professional misconduct.

7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.

7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty as a professional and causes injury or potential injury to a client, the public, or the legal system.

7.3 Reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

7.4 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in determining whether the lawyer's conduct violates a duty owed as a professional, and causes little or no actual or potential injury to a client, the public, or the legal system.

(emphasis added).

103. The baseline sanction must be considered in light of any aggravating and mitigating factors. *E.g., Conner's Case*, 158 N.H. at 303.
104. In this case there are three aggravating factors present: a pattern of misconduct, multiple offenses, and substantial experience in the practice of law. *See Standards* § 9.22.
105. Mitigating factors include absence of a prior disciplinary record, absence of a dishonest or selfish motive, full and free disclosure to the ADO, and remorse. *See Standards* § 9.32.
106. The parties agree that the aggravating and mitigating circumstances taken together do not merit any deviation from the baseline sanction of suspension. A two-year suspension, with one year stayed with conditions, serves the purposes of discipline and is an appropriate sanction in this case.

107. Mr. Bedard shall serve one year of suspension. At the conclusion of the full year of suspension, he may apply for reinstatement after fulfilling all the requirements of Rule 37(14)(b) (governing suspensions of over six months), paying the costs of his disciplinary matter, and complying with the pre-reinstatement conditions set forth herein, *infra* ¶ 108.
108. Pre-reinstatement conditions. Prior to filing any reinstatement motion or application, Mr. Bedard shall:
- a. Watch the CLE presented in part by former General Counsel Janet F. DeVito in March of 2016, which is archived and available for viewing through the New Hampshire Bar Association website, and provide proof of compliance to the ADO; and
 - b. hire a certified public accountant, or other professional acceptable to the ADO (“CTA mentor”), for the purpose of: (1) assisting him in setting up book-keeping procedures and practices that comply with Rule 1.15 and Supreme Court Rule 50 and 50A upon his reinstatement; and (2) serving in a post-reinstatement capacity to provide quarterly reports to the ADO as set forth *infra*, ¶ 109(b). In addition, Mr. Bedard will provide documentation to the ADO confirming his arrangement with the CTA mentor, which documentation shall include a description of the CTA mentor’s scope of work.
109. Post-reinstatement conditions. Mr. Bedard agrees that the following conditions shall be conditions to his reinstatement, and that such

conditions shall be in effect for a period of one year following his reinstatement (“the monitoring period”):

- a. No further misconduct. Mr. Bedard will engage in no professional misconduct during the monitoring period; and
- b. Quarterly Reporting. The CTA mentor will provide quarterly reports to the ADO concerning Mr. Bedard’s compliance with the Rules governing client funds. Each quarterly report shall include:
 - (1) monthly reconciliations for each quarter (*i.e.*, 3 monthly reconciliations per quarter) that comply with Sup. Ct. Rule 50(2); and
 - (2) CTA bank statements, including check images and all sources of deposits, for the quarter.
 - i. The first quarterly report shall be due 90 days after Mr. Bedard’s reinstatement is final, and every 90 days thereafter until the monitoring period ends or four (4) quarterly reports have been received, whichever is later.
 - ii. The third quarterly report shall indicate explicitly whether Mr. Bedard has learned to conduct a three-way monthly reconciliation independently. If the CTA mentor cannot so represent, (s)he shall set forth the reasons why, and shall describe next steps to ensure Mr. Bedard has learned this trust accounting skill.
 - iii. The fourth quarterly report shall include three (3) accurate “three-way” monthly reconciliations completed independently

by Mr. Bedard. The CTA mentor must explicitly note in the fourth quarterly report that Mr. Bedard independently and accurately performed the “three-way” reconciliation as required by Sup. Ct. Rule 50(2).

110. If it is alleged that Mr. Bedard violated any of the conditions enumerated at Paragraph 109(b) above, the following shall apply:

- a. Upon motion by the ADO, the Professional Conduct Committee may determine whether any of the conditions enumerated at Paragraph 109(b) have been violated. If it determines that a condition has been violated, the Committee shall impose the one-year suspension. If the Committee determines that no condition of this Stipulation has been violated, the Stipulation shall continue in force and effect pursuant to its terms.
- b. Respondent may request that the Professional Conduct Committee remand the matter to the Hearings Committee so that a Hearing Panel may be appointed to decide the sole issue of whether a condition under Paragraph 109(b) of this Stipulation has been violated. During such hearing, it shall be the burden of the ADO to demonstrate by a preponderance of evidence that a condition listed in Paragraph 109(b) has been violated.
- c. If a Hearing Panel determines that a condition has been violated, the Panel shall recommend a one-year suspension. If the Hearing Panel determines that no condition of the Stipulation has been

violated, the Stipulation shall continue in force and effect pursuant to its terms. The PCC shall review the decision of the Hearing Panel.

111. If a new grievance or referral is filed against Mr. Bedard during the monitoring period, thus implicating the condition at Paragraph 109(a), the following procedure shall apply:
 - a. So long as a grievance or referral is filed within the monitoring period (“the subsequent proceeding”), and the alleged misconduct occurred, at least in part, during the monitoring period, a one-year suspension may be imposed at such time as there is a finding of misconduct in the subsequent proceeding, even if such finding occurs beyond the monitoring period.
 - b. Pending the final resolution of the subsequent proceeding, the matter underlying this Stipulation shall not be closed.
 - c. If the conditions of Paragraph 109(b) have been met, Mr. Bedard will not have to continue to comply with those provisions while the subsequent proceeding is pending.
 - d. The Respondent shall bear all costs associated with compliance and enforcement of the terms and conditions of this Stipulation.
112. If Mr. Bedard satisfies all the conditions set forth at ¶109(a) and ¶109(b) during the one year following his reinstatement, his two-year suspension shall be considered served.

113. This sanction is proportional to discipline imposed in other cases involving CTA violations committed with a knowing or grossly negligent state of mind, but where the respondent attorneys did not misappropriate or engage in self-dealing. Sanctions for such violations have varied from fully stayed suspensions to multi-year suspensions partially stayed with conditions. *See e.g., Coddington's Case*, 155 N.H. 66, 71 (2007) (two-year suspension for trust accounting violations and lack of initial cooperation by attorney); *Morgan's Case*, 143 N.H. 475, 477 (1999) (two year suspension fully stayed with conditions where Respondent self-reported); *see also ADO v. Bronson*, LD-2013-0010 (three year suspension, one year stayed with conditions for trust account violations); *ADO v. Bennett*, LD-2014-0002 (two year suspension, one year stayed for trust account violations and supervision of non-lawyers violation).

D. Costs

114. Subject to the PCC's approval of Mr. Bedard's Stipulation, Mr. Bedard agrees to pay the costs incurred by the ADO in the investigation and enforcement of this disciplinary matter. *See* Supreme Court Rule 37(19). His agreement to pay the costs incurred by the ADO is the subject of a separate agreement signed by Mr. Bedard.

E. Effect of Stipulation

115. Mr. Bedard understands that this Stipulation represents a recommended

disposition, and that the PCC may accept, reject, or conditionally accept the Stipulation pursuant to Rule 37A(III)(aa)(1).

116. Mr. Bedard 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
117. Mr. Bedard has been represented by counsel in reaching this Stipulation and he is fully aware of the consequences of the Stipulation.
118. Mr. Bedard knowingly and intelligently waives his right to a hearing.

F. Waiver of Formal Proceedings

119. Mr. Bedard understands that he will be bound by his representations and admissions as contained in this Stipulation for purposes of any disciplinary matter, including any application for reinstatement.
120. In so doing, Mr. Bedard waives any and all of his due process rights under both the state and federal constitutions on the matters pending against him.
121. Mr. Bedard further waives any and all of his procedural rights under N.H. Sup. Ct. R. 37 and 37A, **including specifically the procedures under Rule 37(16).**
122. In deciding both to sign this Stipulation, and to waive these rights, Mr. Bedard has been represented by counsel. He signs this Stipulation knowingly and intelligently, without coercion or inducement of any kind.

123. Mr. Bedard consents to a two-year suspension with one year stayed with conditions, concedes that this sanction is the appropriate sanction for his knowing misconduct, and asks the Committee to recommend to the New Hampshire Supreme Court that the Supreme Court impose this sanction in this attorney discipline matter.

Respectfully submitted,

Dated: 4/9 2019




Michael Bedard, Esquire
Respondent

Dated: _____ 2019

James C. Wheat, Esquire
Counsel for Respondent

Dated: 4-10 2019



Sara S. Greene, Esquire
Disciplinary Counsel

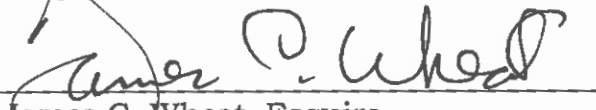
123. Mr. Bedard consents to a two-year suspension with one year stayed with conditions, concedes that this sanction is the appropriate sanction for his knowing misconduct, and asks the Committee to recommend to the New Hampshire Supreme Court that the Supreme Court impose this sanction in this attorney discipline matter.

Respectfully submitted,

Dated: _____ 2019

Michael Bedard, Esquire
Respondent

Dated: 4/3 2019



James C. Wheat, Esquire
Counsel for Respondent

Dated: _____ 2019

Sara S. Greene, Esquire
Disciplinary Counsel

DAVIDSON & STONE, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS AND FINANCIAL ADVISORS

210 Commerce Way, Suite 240
Portsmouth, NH 03801-8200
603-427-0930



One Pillsbury Street, Suite 100
Concord, NH 03302-4140
603-223-0037

December 10, 2018

Sara S. Greene, Esquire
Disciplinary Counsel
N.H. Attorney Discipline Office
4 Chenell Drive, Suite 102
Concord, NH 03301

Re: Bedard, Michael advs. Attorney Discipline Office - #18-024

Dear Ms. Greene:

Per your request, I have conducted an analysis of the accounting transactions related to the IOLTA bank account of Michael Bedard, Atty (Citizen's Bank #330429-044-5), the Operating bank account of The Legal Connection, P.C. (Citizen's Bank #330883-645-0), and the Personal bank account of Michael Bedard (Citizen's Bank #330232-647-7) for the period from January 1, 2015 through August 31, 2018.

The IOLTA bank account of The Legal Connection, P.C. (Citizen's Bank #133198-505-3) was opened on October 30, 2017 with a \$100.00 deposit from the Operating Account of The Legal Connection, P.C. That IOLTA account had no activity for the period from October 30, 2017 through August 31, 2018, except for the opening deposit and an insignificant amount of IOLTA interest. Accordingly, that account was not part of my analysis.

My analysis of the accounting transactions included a reconciliation of the IOLTA bank account transactions, a review of the related supporting documentation (where available), and interviews with Attorney Bedard. I applied those specific analysis procedures that I felt were sufficient to respond to your inquiries. However, I did not conduct an audit examination in accordance with Generally Accepted Auditing Standards ("GAAS") as promulgated by the American Institute of Certified Public Accountants ("AICPA").

During the time period covered by my analysis, Attorney Bedard did not maintain a system of accounting records for client funds in his custody that complied with the IOLTA rules set forth in NH Supreme Court Administrative Rules 50 and 50-A or with Rule 1.15 of the NH Rules of Professional Conduct. On some occasions, as referenced in the accompanying worksheets, funds received from or on behalf of clients were deposited into the Operating Account for The Legal Connection, P.C. rather than into the IOLTA bank account. On other occasions, as referenced in the accompanying worksheets, client funds held in the IOLTA bank account were transferred to the Firm's Operating Account and then disbursed to or for the clients. In addition, on a limited number of occasions, Attorney Bedard would internally reassign funds held in the IOLTA bank account from being identified as client funds to being identified as his personal funds (resulting from client fees earned or client advances recovered). As a result, it was necessary to reconstruct

Sara S. Greene, Esquire
December 10, 2018
Page 2

an accounting of the IOLTA bank account transactions in order to provide a meaningful response to your requests.

The results of my analysis are summarized in the accompanying Client Funds Accounting Worksheets, which are comprised of the following:

- Specific worksheets that reconcile the transactions related to the ten clients you identified for my review ([REDACTED] and [REDACTED] and [REDACTED] per Worksheet Pages 1 through 13;
- Cash proof of the IOLTA bank account that shows the dollar volume of transactions for that account for the period of my analysis, per Worksheet Page 14;
- Summary of transaction totals reported on the IOLTA bank statements for the period of my analysis, per Worksheet Pages 15 and 16;
- Summary of IOLTA client balances as of August 31, 2018, per Worksheet Page 17;
- Chronological listing of IOLTA bank account transactions for the period of my analysis, per Worksheet Pages 18 through 26; and
- Client listing of IOLTA bank account transactions for the period of my analysis, per Worksheet Pages 27 through 36.

It is my understanding that this report and the accompanying worksheets will be reviewed as part of an upcoming meeting with you.

Sincerely,

Dennis R. Stone

Dennis R. Stone, CPA/CFF, CFE

c: James C. Wheat, Esquire
Michael Bedard, Esquire

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined
		06/18/18		Internal transfer from Michael Bedard To fund loan to client	1,000.00	-	1,000.00
174		06/18/18	2238	Loan to client	(1,000.00)	-	(1,000.00)
197		07/26/18		Payment from client	8,000.00	-	8,000.00
148		08/22/18	DM	Michael Bedard Fee and loan repayment	(8,000.00)	-	(8,000.00)
TOTALS							

Summary:

On 06/18/18, Attorney Bedard loaned Ms [REDACTED] \$1,000.00 from the balance of his funds held in the IOLTA bank account in anticipation of the client receiving a divorce property division of approximately \$100,000.

On 07/26/18, Ms [REDACTED] made a payment of \$8,000.00 to Attorney Bedard for his fees related to the divorce, which was deposited into the IOLTA bank account.

On 08/22/18, the balance of funds being held for M [REDACTED] in the IOLTA bank account was transferred to Attorney Bedard and applied against the loan and his fee for the divorce matter.

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined
	835	04/08/17		Deposited check from [REDACTED]		500.00	500.00
	835	04/08/17		The Legal Connection, P.C.		(500.00)	(500.00)
185		07/10/17		Accurate Title	105,073.91	-	105,073.91
170	848	07/14/17	2223	The Legal Connection, P.C.	(43,166.96)	43,166.96	-
	638	07/14/17	5278	[REDACTED]	-	(43,166.96)	(43,166.96)
170	850	07/15/17	2224	The Legal Connection, P.C.	(40,656.91)	40,656.91	-
	639	07/19/17	5286	[REDACTED]	-	(40,656.95)	(40,656.95)
171	851	08/01/17	2225	[REDACTED] (deposited by TLC)	(20,000.00)	20,000.00	-
	851	08/01/17		Accurate Title	-	3,704.00	3,704.00
	643	08/04/17	5310	[REDACTED]	-	(21,852.00)	(21,852.00)
112		08/25/17	DM	Withdrawal - The Legal Connection	(1,250.00)	-	(1,250.00)
	650	09/13/17	5341	[REDACTED]	-	(742.98)	(742.98)
	663	11/05/17	5405	Stevens Business, Inc.	-	(351.01)	(351.01)
	705	06/29/18	5617	Comcast	-	(391.97)	(391.97)
				TOTALS	0.04	366.00	366.04

Summary:

This was a divorce matter where the net proceeds from the sale of the parties' residence were to be divided between them. The net proceeds were deposited into the IOLTA bank account. However, the funds were transferred to the Operating Acct. for The Legal Connection, P.C. and then disbursed from the Operating Acct. to/for the parties.

On 07/10/17, the net proceeds from the sale of the parties' residence were deposited into the IOLTA bank account.

On 07/14/17, a portion of the sale proceeds was transferred to the Operating Acct. and then disbursed to [REDACTED]

On 07/15/17, a portion of the sale proceeds was transferred to the Operating Acct. and then disbursed to [REDACTED] (there was a \$0.04 discrepancy in the payment).

On 08/01/17, a \$20,000 check from the IOLTA bank account payable to [REDACTED] was deposited into the Operating Acct.

On 08/01/17, a \$3,704 refund check from Accurate Title for the remaining balance of the real estate tax escrow account was deposited into the Operating Acct.

On 08/04/17, a \$21,852 check was issued [REDACTED] from the Operating Acct. in payment an additional \$20,000 property division plus \$1,852 (1/2 of escrow refund

<i>Bates</i>	<i>Bates</i>	<i>Date</i>	<i>Ref</i>	<i>Description</i>	<i>IOLTA</i>	<i>Attorney</i>	<i>Combined</i>
--------------	--------------	-------------	------------	--------------------	--------------	-----------------	-----------------

Summary (continued):

On 09/13/17, a \$742.98 check was issued [REDACTED] from the Operating Acct. in payment of one-half of the escrow refund less the outstanding bills due to Unitil and Comcast that Mr. [REDACTED] had agreed to pay. The check to Mr. C [REDACTED] would have been for \$1,109.02. Instead, the check was mistakenly issued for the combined amount of the unpaid bills for Unitil and Comcast, \$742.98. As a result, M [REDACTED] due \$366.04 (\$1,109.02 - \$742.98 = \$366.04).

The parties' division of the real estate sale proceeds was comprised of the following:

	[REDACTED]	[REDACTED]	<i>Total</i>
Funds received:			
Net proceeds from sale of house	52,536.96	52,536.95	105,073.91
Real estate tax adjustment	1,852.00	1,852.00	3,704.00
Property division adjustment	11,880.00	(11,880.00)	-
Initial fixed-fee funding from [REDACTED]	500.00	-	500.00
<i>Total funds received</i>	<u>66,768.96</u>	<u>42,508.95</u>	<u>109,277.91</u>
Funds disbursed:			
Partial distributions	(65,018.96)	(41,399.93)	(106,418.89)
Agreed payment for Unitil	-	(351.01)	(351.01)
Agreed payment for Comcast	-	(391.97)	(391.97)
Legal fees (04/08/17 and 08/25/17)	(1,750.00)	-	(1,750.00)
Balance due	<u>-</u>	<u>366.04</u>	<u>366.04</u>

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined	
First claim:								
	797	06/16/16		GEICO General Insurance	Insurance settlement	-	9,400.00	9,400.00
		06/16/16		The Legal Connection, P.C.	Fee and costs	-	(3,500.00)	(3,500.00)
	568	07/01/16	4962	██████████	Net settlement proceeds	-	(5,900.00)	(5,900.00)
				Subtotal		-	-	-
Second claim:								
		03/07/18		Internal transfer from Michael Bedard	To fund advance to client	9,215.00	-	9,215.00
	172	03/07/18	2229	██████████	Net settlement proceeds (03/12/18)	(4,500.00)	-	(4,500.00)
	172	03/07/18	2230	██████████	Net settlement proceeds (03/07/18)	(4,715.00)	-	(4,715.00)
	188	03/19/18		GEICO General Insurance	Insurance settlement (03/13/18)	12,715.00	-	12,715.00
		03/19/18		Internal transfer to Michael Bedard	To reverse advance to client	(9,215.00)	-	(9,215.00)
	148	08/22/18	DM	Michael Bedard	Fee and costs	(3,500.00)	-	(3,500.00)
				Subtotal		-	-	-
				TOTALS		-	-	-

Summary:

██████████ received two insurance settlements as a result of a motor vehicle accident. The proceeds from the first settlement were deposited into the Operating Acct. for The Legal Connection, P.C. and the net proceeds were disbursed to/for the client from the Operating Acct. The proceeds from the second settlement were deposited into the IOLTA bank account and the net proceeds were disbursed to/for the client from the IOLTA bank account.

On 03/07/18, Attorney Bedard advanced the net settlement proceeds to ██████████ and, at ██████████ request, to ██████████ from the balance of his funds held in the IOLTA bank account in anticipation of the client receiving the net insurance settlement.

On 08/22/18, the fee and costs for the second insurance settlement were disbursed to Attorney Bedard.

Settlement proceeds from both claims	22,115.00
Fee and costs for both claims	<u>(7,000.00)</u>
Net settlement proceeds distributed to/for client (\$5,900.00 + \$4,500.00 + \$4,715.00)	<u>15,115.00</u>

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined
First claim:							
177		08/03/15		Berkley Insurance Co.	Insurance settlement	400,000.00	400,000.00
154	752	08/07/15	638	The Legal Connection, P.C.	Transfer to Operating Acct	(230,000.00)	230,000.00
	495	08/07/15	4360	██████████	Settlement distribution		(200,000.00)
		08/07/15		The Legal Connection, P.C.	Fee and costs		(30,000.00)
154		08/11/15	639	The Legal Connection, P.C.	Fee and costs	(66,000.00)	(66,000.00)
	504	09/05/15	4408	██████████	Settlement distribution	-	(34,666.66)
155	756	09/08/15	640	The Legal Connection, P.C.	Transfer to Operating Acct	(34,666.00)	34,666.00
		09/08/15		Internal transfer to Michael Bedard	Partial fee payment	(12,000.00)	(12,000.00)
156		11/02/15	641	The Legal Connection, P.C.	Fee and costs	(1,705.40)	(1,705.40)
156		11/13/15	643	The Legal Connection, P.C.	Fee and costs	(2,500.00)	(2,500.00)
156		11/24/15	644	The Legal Connection, P.C.	Fee and costs	(4,000.00)	(4,000.00)
157		12/02/15	645	The Legal Connection, P.C.	Fee and costs	(10,000.00)	(10,000.00)
159		02/09/16	648	The Legal Connection, P.C.	Fee and costs	(20,000.00)	(20,000.00)
160		04/15/16	2200	James Chappelain, M.D.	Costs	(1,500.00)	(1,500.00)
162		06/11/16	2205	The Legal Connection, P.C.	Fee and costs	(11,500.00)	(11,500.00)
166		10/11/16	2214	The Legal Connection, P.C.	Fee and costs	(1,369.33)	(1,369.33)
166		10/17/16	2215	The Legal Connection, P.C.	Fee and costs	(2,000.00)	(2,000.00)
				Subtotal		2,759.27	(0.66)
							2,758.61
Second claim:							
183		03/22/17		Gallagher Bassett Services	Insurance settlement	580,000.00	580,000.00
167		04/11/17	2216	The Legal Connection, P.C.	Fee and costs	(15,000.00)	(15,000.00)
167		04/21/17	2217	The Legal Connection, P.C.	Fee and costs	(1,000.00)	(1,000.00)
168	839	05/11/17	2219	The Legal Connection, P.C.	Transfer to Operating Acct	(386,666.00)	386,666.00
	627	05/11/17	5221	██████████	Settlement distribution	-	(386,666.66)
		05/11/17		Internal transfer to Michael Bedard	Partial fee payment	(164,257.27)	(164,257.27)
169		06/09/17	2221	The Legal Connection, P.C.	Fee and costs	(3,000.00)	(3,000.00)
124		12/26/17	DM	The Legal Connection, P.C.	Fee and costs	(2,500.00)	(2,500.00)
130		02/15/18	DM	The Legal Connection, P.C.	Fee and costs	(5,000.00)	(5,000.00)
139		05/31/18	DM	The Legal Connection, P.C.	Fee and costs	(836.00)	(836.00)
142		06/14/18	DM	The Legal Connection, P.C.	Fee and costs	(2,500.00)	(2,500.00)

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined
145		07/20/18	DM	The Legal Connection, P.C. Fee and costs	(1,000.00)	-	(1,000.00)
				Subtotal	(1,759.27)	(0.66)	(1,759.93)
				TOTALS	1,000.00	(1.32)	998.68

Summary:

On 08/03/15, the proceeds from the first insurance settlement were deposited into the IOLTA bank account.

On 08/07/15, a partial distribution of \$230,000 from the first insurance settlement was transferred to the Operating Acct. for The Legal Connection, P.C. and \$200,000 was then disbursed to the client from the Operating Acct. The remaining \$30,000 of the transfer was accounted for as a partial payment of the Firm's fee.

On 09/08/15, a partial distribution of \$34,666 from the first insurance settlement was transferred to the Operating Account for The Legal Connection, P.C. and the entire amount was then disbursed to the client from the Operating Acct.

On 09/08/15, a portion of the fee for the first insurance settlement was internally transferred to the balance of funds in the IOLTA bank account belonging to Attorney Bedard.

On 03/22/17, the proceeds from the second insurance settlement were deposited into the IOLTA bank account.

On 05/11/17, a partial distribution of \$386,666 from the second insurance settlement was transferred to the Operating Acct. for The Legal Connection, P.C. and the entire amount was then disbursed to the client from the Operating Acct.

On 05/11/17, a portion of the fee for the second insurance settlement was internally transferred to the balance of funds in the IOLTA bank account belonging to Attorney Bedard.

Settlement proceeds	980,000.00
Fee for both claims	(326,666.68)
Costs for both claims	(31,000.00)
Net settlement proceeds due to client	622,333.32
Payment to ██████████, Ck. 4370, 08/07/15	(200,000.00)
Payment to ██████████, Ck. 4408, 09/05/15	(34,666.66)
Payment to ██████████, Ck. 5221, 05/11/17	(386,666.66)
Balance due to client	1,000.00

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined	
176		03/23/15		Government Employees Insurance	Insurance settlement	30,000.00	-	30,000.00
152		03/27/15	634	The Legal Connection, P.C.	Transfer to Operating Acct	(20,000.00)	20,000.00	-
	462	03/27/15	4204	[REDACTED]	Net settlement proceeds	-	(15,000.00)	(15,000.00)
		03/27/15		The Legal Connection, P.C.	Fee for divorce matter	-	(5,000.00)	(5,000.00)
153		04/04/15	635	Michael Bedard	Fee for insurance settlement	(10,000.00)		(10,000.00)
TOTALS								-

Summary:

On 03/23/15, the insurance settlement proceeds were deposited into the IOLTA bank account.

On 03/27/15, the net settlement proceeds of \$20,000 were transferred to the Operating Acct. for The Legal Connection, P.C. After deducting \$5,000 for the legal fee related to the client's divorce matter, \$15,000 was disbursed to the client from the Operating Acct.

Settlement proceeds	30,000.00
Fee for insurance settlement	(10,000.00)
Fee for divorce matter (\$9,338.95 billed)	(5,000.00)
Net settlement disbursed to client (Ck. 4204, 03/27/15)	<u>15,000.00</u>

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined
		02/22/16		Old Republic Insurance Co. Settlement	32,500.00	-	32,500.00
159	777	02/26/16	649	The Legal Connection, P.C. Transfer to Operating Acct	(3,000.33)	3,000.33	-
160	786	04/15/16	2201	The Legal Connection, P.C. Transfer to Operating Acct	(1,000.00)	1,000.00	-
161		05/20/16	1900	Michael Anderson Fee	(644.00)	-	(644.00)
		05/20/16		Internal transfer to Michael Bedard Fee	(10,189.00)	-	(10,189.00)
162	795	06/07/16	2204	The Legal Connection, P.C. Transfer to Operating Acct	(2,700.00)	2,700.00	-
	564	06/14/16	4950	Net settlement	-	(14,492.00)	(14,492.00)
	568	07/05/16	4964	LRGH Medical bills settlement	-	(4,675.00)	(4,675.00)
163	799	07/08/16	2206	The Legal Connection, P.C. Transfer to Operating Acct	(4,675.00)	4,675.00	-
164	804	08/24/16	2208	The Legal Connection, P.C. Transfer to Operating Acct	(1,000.00)	1,000.00	-
164	805	08/25/16	2209	The Legal Connection, P.C. Transfer to Operating Acct	(1,000.00)	1,000.00	-
164	806	08/30/16	2210	The Legal Connection, P.C. Transfer to Operating Acct	(5,000.00)	5,000.00	-
165	807	09/01/16	2211	The Legal Connection, P.C. Transfer to Operating Acct	(750.00)	750.00	-
165		09/02/16	2212	Michael Anderson Fee	(2,000.00)	-	(2,000.00)
		09/02/16		Internal transfer to Michael Bedard Fee	(500.00)	-	(500.00)
166	812	10/11/16	2214	The Legal Connection, P.C. Transfer to Operating Acct	(41.67)	41.67	-
TOTALS					-	-	-

Summary:

This matter involved two different engagements; handling a personal injury claim and negotiating a reduction of medical bills due to Lakes Region General Hospital. On 02/22/16, the insurance settlement proceeds were deposited into the IOLTA bank account.

On 06/14/16, the net settlement proceeds were distributed to the client from the Operating Acct. of The Legal Connection, P.C.

On 05/20/16 and 09/02/16 there were internal transfers to funds of Michael Bedard held in the IOLTA bank account, in payment of fees due.

Settlement proceeds	32,500.00
Pay-off LRGH medical bills, at reduced amount	(4,675.00)
Legal fee for claim, at one-third of settlement	(10,833.00)
Legal fee for negotiation with LRGH, at fixed amount	(2,500.00)
Net settlement disbursed to client (Ck. 4950, 06/14/16)	14,492.00

<i>Bates</i>	<i>Bates</i>	<i>Date</i>	<i>Ref</i>	<i>Description</i>		<i>IOLTA</i>	<i>Attorney</i>	<i>Combined</i>
130		02/23/18	CM	Incoming wire transfer	Divorce property division	118,409.13	-	118,409.13
172		03/09/18	2231	Obaidze	Distribution to client	(113,000.00)	-	(113,000.00)
139		05/11/18	DM	The Legal Connection, P.C.	Fee	(2,000.00)	-	(2,000.00)
139		05/21/18	DM	The Legal Connection, P.C.	Fee	(2,000.00)	-	(2,000.00)
145		07/12/18	DM	The Legal Connection, P.C.	Fee	(1,164.00)	-	(1,164.00)
TOTALS						<u>245.13</u>	<u>-</u>	<u>245.13</u>

Summary:

Funds were received in connection with the client's divorce.

Received as dlvrce property division	118,409.13
Net property division disbursed to client	(113,000.00)
Fee transfers	<u>(5,164.00)</u>
Balance due client	<u>245.13</u>

<i>Bates</i>	<i>Bates</i>	<i>Date</i>	<i>Ref</i>	<i>Description</i>	<i>IOLTA</i>	<i>Attorney</i>	<i>Combined</i>	
	818	12/14/16		State Farm Fire and Casualty	Settlement	-	7,029.00	7,029.00
		12/14/16		The Legal Connection, P.C.	Fee and costs	-	(2,500.00)	(2,500.00)
	599	12/14/16	5081	[REDACTED]	Net settlement proceeds	-	(4,529.00)	(4,529.00)
TOTALS						-	-	-

Summary:

This was an insurance claim. The settlement proceeds were deposited into the Operating Acct. for The Legal Connection, P.C. The client's portion of the net settlement was disbursed from the Operating Acct.

Settlement proceeds	7,029.00
Legal fee and costs	<u>(2,500.00)</u>
Net settlement disbursed to client (Ck. 5081, 12/14/16)	<u>4,529.00</u>

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined
	746	06/19/15		Amatex Corp.		18,000.00	18,000.00
	481	06/19/15		Net settlement proceeds		(12,000.00)	(12,000.00)
		06/19/15		The Legal Connection, P.C.		(6,000.00)	(6,000.00)
				TOTALS		-	-

Summary:

This was an employment-related claim. The settlement proceeds were deposited into the Operating Acct. for The Legal Connection, P.C. The client's portion of the net settlement was disbursed from the Operating Acct.

Settlement proceeds	18,000.00
Fee	<u>(6,000.00)</u>
Net settlement disbursed to client (Ck. 4304, 06/19/15)	<u>12,000.00</u>

Bates	Bates	Date	Ref	Description	IOLTA	Attorney	Combined	
172		03/26/18		Internal transfer from Michael Bedard	Advance to client	2,541.52	-	2,541.52
172		03/26/18	2233	██████████	Distribution re. medical expenses	(2,541.52)	-	(2,541.52)
189		04/03/18		NGM Insurance Co.	Medical expense settlement	3,812.28	-	3,812.28
174		06/05/18	2236	██████████	Partial distribution	(2,000.00)	-	(2,000.00)
198		07/27/18		NGM Insurance Co.	Insurance settlement	60,000.00	-	60,000.00
145	442	07/30/18	DM	The Legal Connection, P.C.	Transfer to Operating Acct	(35,750.00)	35,750.00	-
	712	07/30/18	5646	██████████	Insurance settlement	-	(10,000.00)	(10,000.00)
		07/30/18		Internal transfer to Michael Bedard	Fee and advance	(11,062.28)	-	(11,062.28)
	712	07/31/18	5647	██████████	Insurance settlement	-	(10,000.00)	(10,000.00)
	712	08/01/18	5648	██████████	Insurance settlement	-	(10,000.00)	(10,000.00)
	712	08/02/18	5649	██████████	Insurance settlement	-	(5,750.00)	(5,750.00)
148		08/01/18	DM	The Legal Connection, P.C.	Fee and costs	(3,000.00)		(3,000.00)
148		08/17/18	DM	The Legal Connection, P.C.	Fee and costs	(2,000.00)		(2,000.00)
148		08/22/18	DM	The Legal Connection, P.C.	Fee and costs	(10,000.00)		(10,000.00)
TOTALS						-	-	-

Summary:

This was a personal injury claim.

On 03/28/18, Attorney Bedard advanced Mr. ██████ \$2,541.52 from the balance of his funds held in the IOLTA bank account in anticipation of a medical expense insurance reimbursement.

On 07/27/18, the final settlement proceeds were deposited into the IOLTA bank account.

On 07/30/18, the net settlement proceeds of \$35,750 were transferred to the Operating Acct. for The Legal Connection, P.C. and then disbursed to the client, who had requested the disbursement be made in four separate payments.

On 07/30/18, \$11,062.28 was transferred to the balance of funds of Michael Bedard being held in the IOLTA bank account, in payment of fees and advances.

<i>Bates</i>	<i>Bates</i>	<i>Date</i>	<i>Ref</i>	<i>Description</i>	<i>IOLTA</i>	<i>Attorney</i>	<i>Combined</i>
Summary (continued):							
				Settlement proceeds			63,812.28
				Legal fee (\$26,062.28 - \$2,541.52 repayment of advance)			<u>(23,520.76)</u>
				Net settlement disbursed to client			<u>40,291.52</u>
				Payment to ████████ Ck. 2233, 03/26/18			2,541.52
				Payment to ████████ Ck. 2236, 06/03/18			2,000.00
				Payment to ████████ Ck. 5646, 07/30/18			10,000.00
				Payment to ████████ Ck. 5647, 07/31/18			10,000.00
				Payment to ████████ Ck. 5648, 08/01/18			10,000.00
				Payment to ████████ Ck. 5649, 08/02/18			<u>5,750.00</u>
				Total payments to client			<u>40,291.52</u>

	<i>Receipt</i>	<i>Disbursement</i>	<i>Balance</i>
CASH PROOF OF IOLTA BANK ACCOUNT:			
Totals per IOLTA Bank Statements (Pages 15 and 16)	1,471,518.29	1,456,010.96	15,507.33
Totals per IOLTA Client Balances (Page 17)	1,471,518.29	1,456,010.96	15,507.33
Totals per IOLTA Bank Account Transactions (Pages 18 through 26)	1,471,518.29	1,456,010.96	15,507.33
Totals per IOLTA Client Ledgers (Pages 27 through 36)	1,471,518.29	1,456,010.96	15,507.33

This Cash Proof shows that the dollar-volume of transactions reported on each of the above referenced IOLTA worksheets is the same.

<i>Bates</i>	<i>Date</i>	<i>Description</i>	<i>Receipt</i>	<i>Disbursement</i>	<i>Balance</i>
IOLTA BANK STATEMENTS:					
23	12/31/14	Bank statement	44,095.40	-	44,095.40
23	01/31/15	Bank statement	3.99	17,252.31	26,847.08
25	02/28/15	Bank statement	3.09	3.99	26,846.18
26	03/31/15	Bank statement	30,003.65	24,003.09	32,846.74
28	04/30/15	Bank statement	2.31	25,503.65	7,345.40
31	05/31/15	Bank statement	0.94	2.31	7,344.03
34	06/30/15	Bank statement	0.91	0.94	7,344.00
37	07/31/15	Bank statement	0.94	0.91	7,344.03
40	08/31/15	Bank statement	400,017.64	296,000.94	111,360.73
43	09/30/15	Bank statement	10.45	34,683.64	76,687.54
46	10/31/15	Bank statement	7,004.63	10.45	83,681.72
49	11/30/15	Bank statement	8.98	15,210.03	68,480.67
52	12/31/15	Bank statement	7,057.86	11,666.48	63,872.05
55	01/31/16	Bank statement	7.04	13,016.86	50,862.23
58	02/29/16	Bank statement	32,505.21	23,007.37	60,360.07
61	03/31/16	Bank statement	7.64	2,005.21	58,362.50
64	04/30/16	Bank statement	6.63	7,507.64	50,861.49
67	05/31/16	Bank statement	6.25	3,149.67	47,718.07
70	06/30/16	Bank statement	3,504.91	18,806.25	32,416.73
73	07/31/16	Bank statement	3.35	7,769.91	24,650.17
76	08/31/16	Bank statement	3.03	7,003.35	17,649.85
79	09/30/16	Bank statement	1.84	2,753.03	14,898.66
82	10/31/16	Bank statement	1.19	8,616.84	6,283.01
85	11/30/16	Bank statement	0.77	1.19	6,282.59
88	12/31/16	Bank statement	0.80	0.77	6,282.62
91	01/31/17	Bank statement	1,061.16	0.80	7,342.98
94	02/28/17	Bank statement	0.84	0.84	7,342.98
97	03/31/17	Bank statement	580,020.00	0.84	587,362.14
100	04/30/17	Bank statement	8,071.24	16,020.00	579,413.38
103	05/31/17	Bank statement	39.04	401,737.24	177,715.18
106	06/30/17	Bank statement	21.40	6,040.77	171,695.81

<i>Bates</i>	<i>Date</i>	<i>Description</i>	<i>Receipt</i>	<i>Disbursement</i>	<i>Balance</i>
109	07/31/17	Bank statement	105,099.20	88,845.27	187,949.74
112	08/31/17	Bank statement	21.25	25,025.29	162,945.70
115	09/30/17	Bank statement	517.87	21,721.25	141,742.32
118	10/31/17	Bank statement	18.05	17.87	141,742.50
121	11/30/17	Bank statement	17.47	18.05	141,741.92
124	12/31/17	Bank statement	3,017.71	10,017.47	134,742.16
127	01/31/18	Bank statement	17.16	17.71	134,741.61
130	02/28/18	Bank statement	118,427.26	5,017.16	248,151.71
133	03/31/18	Bank statement	12,735.64	124,774.65	136,112.70
136	04/30/18	Bank statement	3,829.48	20.64	139,921.54
139	05/31/18	Bank statement	41,432.19	11,285.15	170,068.58
142	06/30/18	Bank statement	1,658.10	11,142.85	160,583.83
145	07/31/18	Bank statement	69,005.45	79,604.88	149,984.40
148	08/31/18	Bank statement	2,248.33	136,725.40	15,507.33
	08/31/18	TOTALS, PER IOLTA BANK STATEMENTS	<u>1,471,518.29</u>	<u>1,456,010.96</u>	<u>15,507.33</u>

<i>Date</i>	<i>Client Account</i>	<i>Receipt</i>	<i>Disbursement</i>	<i>Balance</i>
IOLTA CLIENT BALANCES:				
08/31/18	██████████	8,000.00	8,000.00	0.00
08/31/18	██████████	105,073.91	105,073.87	0.04
08/31/18	██████████	6,994.60	6,994.60	0.00
08/31/18	██████████	200.00	200.00	0.00
08/31/18	██████████	2,267.95	2,267.95	-
08/31/18	██████████	50.00	50.00	-
08/31/18	Gifford Estate (Rita)	1,060.32	-	1,060.32
08/31/18	██████ █████	12,715.00	12,715.00	-
08/31/18	██████ █████	980,000.00	979,000.00	1,000.00
08/31/18	██████████	30,000.00	30,000.00	-
08/31/18	██████████	36,446.39	36,446.39	0.00
08/31/18	██████████	21,248.26	21,248.26	0.00
08/31/18	██████████	6,500.00	6,500.00	0.00
08/31/18	██████████	2,500.00	2,500.00	0.00
08/31/18	██████████	8,000.00	8,000.00	-
08/31/18	██████████	1,000.00	1,000.00	0.00
08/31/18	██████████	32,500.00	32,500.00	0.00
08/31/18	██████████	3,500.00	3,500.00	0.00
08/31/18	██████████ █████	118,409.13	118,164.00	245.13
08/31/18	██████████	63,812.28	63,812.28	0.00
08/31/18	██████████	390.94	390.94	0.00
08/31/18	██████████	1,000.00	1,000.00	0.00
08/31/18	Subtotal, client balances	1,441,668.78	1,439,363.29	2,305.49
08/31/18	IOLTA interest	536.42	523.09	13.33
08/31/18	Bedard, Michael	29,313.09	16,124.58	13,188.51
08/31/18	TOTALS, PER IOLTA CLIENT BALANCES	1,471,518.29	1,456,010.96	15,507.33

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
IOLTA BANK ACCOUNT TRANSACTIONS:								
1	23	12/31/14		Opening balance	Bedard, Michael	22,843.09	-	22,843.09
2	23	12/31/14		Opening balance	██████████	21,248.26	-	44,091.35
3	23	12/31/14		Opening balance	IOLTA interest	4.05	-	44,095.40
4	23	01/02/15		Interest transfer	IOLTA interest	-	4.05	44,091.35
5	151	01/09/15	631	██████████	██████████	-	17,248.26	26,843.09
6	23	01/30/15		Interest earned	IOLTA interest	3.99	-	26,847.08
7	25	02/02/15		Interest transfer	IOLTA interest	-	3.99	26,843.09
8	25	02/27/15		Interest earned	IOLTA interest	3.09	-	26,846.18
9	26	03/02/15		Interest transfer	IOLTA interest	-	3.09	26,843.09
10	152	03/11/15	633	The Legal Connection, P.C.	██████████	-	4,000.00	22,843.09
11	176	03/23/15		Government Employees Insurance	██████████	30,000.00	-	52,843.09
12	152	03/27/15	634	The Legal Connection, P.C.	██████████	-	20,000.00	32,843.09
13	26	03/31/15		Interest earned	IOLTA interest	3.65	-	32,846.74
14	28	04/01/15		Interest transfer	IOLTA interest	-	3.65	32,843.09
15	153	04/04/15	635	Michael Bedard	██████████	-	10,000.00	22,843.09
16	153	04/11/15	637	Michael Bedard	Bedard, Michael	-	5,500.00	17,343.09
17	153	04/22/15	642	Michael Bedard	Bedard, Michael	-	10,000.00	7,343.09
18	28	04/30/15		Interest earned	IOLTA interest	2.31	-	7,345.40
19	31	05/01/15		Interest transfer	IOLTA interest	-	2.31	7,343.09
20	31	05/29/15		Interest earned	IOLTA interest	0.94	-	7,344.03
21	34	06/01/15		Interest transfer	IOLTA interest	-	0.94	7,343.09
22	34	06/30/15		Interest earned	IOLTA interest	0.91	-	7,344.00
23	37	07/01/15		Interest transfer	IOLTA interest	-	0.91	7,343.09
24	37	07/31/15		Interest earned	IOLTA interest	0.94	-	7,344.03
25	40	08/03/15		Interest transfer	IOLTA interest	-	0.94	7,343.09
26	177	08/03/15		Berkley Insurance Co.	██████████ h	400,000.00	-	407,343.09
27	154	08/07/15	638	The Legal Connection, P.C.	██████████	-	230,000.00	177,343.09
28	154	08/11/15	639	The Legal Connection, P.C.	██████████	-	66,000.00	111,343.09
29	40	08/31/15		Interest earned	IOLTA interest	17.64	-	111,360.73
30	43	09/01/15		Interest transfer	IOLTA interest	-	17.64	111,343.09
31	155	09/08/15	640	The Legal Connection, P.C.	Gifford, Joseph	-	34,666.00	76,677.09

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
32		09/08/15		Internal transfer to Michael Bedard	██████████	-	12,000.00	64,677.09
33		09/08/15		Internal transfer from ██████████	Bedard, Michael	-	(12,000.00)	76,677.09
34	43	09/30/15		Interest earned	IOLTA interest	10.45	-	76,687.54
35	46	10/01/15		Interest transfer	IOLTA Interest	-	10.45	76,677.09
36	178	10/22/15		██████████	██████████	6,994.60	-	83,671.69
37	46	10/31/15		Interest earned	IOLTA interest	10.03	-	83,681.72
38	49	11/02/15		Interest transfer	IOLTA interest	-	10.03	83,671.69
39	156	11/02/15	641	The Legal Connection, P.C.	██████████	-	6,994.60	76,677.09
40	156	11/02/15	641	The Legal Connection, P.C.	██████████	-	1,705.40	74,971.69
41	156	11/13/15	643	The Legal Connection, P.C.	██████████	-	2,500.00	72,471.69
42	156	11/24/15	644	The Legal Connection, P.C.	██████████	-	4,000.00	68,471.69
43	49	11/30/15		Interest earned	IOLTA Interest	8.98	-	68,480.67
44	52	12/01/15		Interest transfer	IOLTA interest	-	8.98	68,471.69
45	157	12/02/15	645	The Legal Connection, P.C.	██████████	-	10,000.00	58,471.69
46	179	12/18/15		██████████	██████████e	500.00	-	58,971.69
47	179	12/18/15		██████████	██████████	50.00	-	59,021.69
48	179	12/18/15		Amie Pierce Insurance	██████████	6,500.00	-	65,521.69
49	52	12/28/15	DM	Dex Media West	Bedard, Michael	-	1,657.50	63,864.19
50	52	12/31/15		Interest earned	IOLTA interest	7.86	-	63,872.05
51	55	01/04/16		Interest transfer	IOLTA Interest	-	7.86	63,864.19
52	158	01/06/16	646	The Legal Connection, P.C.	██████████	-	50.00	63,814.19
53	158	01/06/16	646	The Legal Connection, P.C.	██████████	-	4,450.00	59,364.19
54	158	01/06/16	646	The Legal Connection, P.C.	██████████	-	500.00	58,864.19
55	55	01/13/16	DM	MultiTran (1217)	Bedard, Michael	-	5,000.00	53,864.19
56	55	01/13/16	DM	MultiTran (1217)	Bedard, Michael	-	9.00	53,855.19
57	158	01/20/16	647	The Legal Connection, P.C.	Bedard, Michael	-	950.00	52,905.19
58	158	01/20/16	647	The Legal Connection, P.C.	██████████	-	2,050.00	50,855.19
59	55	01/29/16		Interest earned	IOLTA interest	7.04	-	50,862.23
60	58	02/01/16		Interest transfer	IOLTA interest	-	7.04	50,855.19
61	159	02/09/16	648	The Legal Connection, P.C.	██████████	-	20,000.00	30,855.19
62	180	02/22/16		Old Republic Insurance Co.	██████████	32,500.00	-	63,355.19
63	159	02/26/16	649	The Legal Connection, P.C.	██████████	-	3,000.33	60,354.86

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
64	58	02/29/16		Interest earned	IOLTA interest	5.21	-	60,360.07
65	61	03/01/16		Interest transfer	IOLTA interest	-	5.21	60,354.86
66	61	03/28/16	DM	MultiTran (1221)	Bedard, Michael	-	1,000.00	59,354.86
67	61	03/28/16	DM	MultiTran (1221)	Bedard, Michael	-	1,000.00	58,354.86
68	61	03/31/16		Interest earned	IOLTA interest	7.64	-	58,362.50
69	64	04/01/16		Interest transfer	IOLTA interest	-	7.64	58,354.86
70	160	04/11/16	650	Michael Bedard	Bedard, Michael	-	3,000.00	55,354.86
71	64	04/12/16	DM	MultiTran (1222)	Bedard, Michael	-	2,000.00	53,354.86
72	160	04/15/16	2200	James Chappelain, M.D.	██████████	-	1,500.00	51,854.86
73	160	04/15/16	2201	The Legal Connection, P.C.	██████████	-	1,000.00	50,854.86
74	64	04/29/16		Interest earned	IOLTA interest	6.63	-	50,861.49
75	67	05/02/16		Interest transfer	IOLTA interest	-	6.63	50,854.86
76	161	05/10/16	2202	Michael Bedard	Bedard, Michael	-	2,000.00	48,854.86
77	161	05/20/16	1900	Michael Anderson	██████████	-	644.00	48,210.86
78		05/20/16		Internal transfer to Michael Bedard	██████████	-	10,189.00	38,021.86
79		05/20/16		Internal transfer from ██████████	Bedard, Michael	-	(10,189.00)	48,210.86
80	161	05/22/16	1901	Earth Link	Bedard, Michael	-	54.68	48,156.18
81	161	05/22/16	1902	Comcast	Bedard, Michael	-	444.36	47,711.82
82	67	05/31/16		Interest earned	IOLTA interest	6.25	-	47,718.07
83	70	06/01/16		Interest transfer	IOLTA interest	-	6.25	47,711.82
84	162	06/07/16	2203	Michael Bedard	Bedard, Michael	-	1,100.00	46,611.82
85	162	06/07/16	2204	The Legal Connection, P.C.	██████████	-	2,700.00	43,911.82
86	181	06/09/16		Attorney Richard J. Joyal	██████████	3,500.00	-	47,411.82
87	162	06/11/16	2205	The Legal Connection, P.C.	██████████	-	11,500.00	35,911.82
88	162	06/11/16	2205	The Legal Connection, P.C.	██████████	-	3,500.00	32,411.82
89	70	06/30/16		Interest earned	IOLTA interest	4.91	-	32,416.73
90	73	07/01/16		Interest transfer	IOLTA interest	-	4.91	32,411.82
91	163	07/08/16	2206	The Legal Connection, P.C.	██████████	-	4,675.00	27,736.82
92	163	07/08/16	2206	Bank error (\$4,675.00/\$4,765.00)	Bedard, Michael	-	90.00	27,646.82
93	163	07/08/16	2207	Michael Bedard	Bedard, Michael	-	3,000.00	24,646.82
94	73	07/29/16		Interest earned	IOLTA interest	3.35	-	24,650.17
95	76	08/01/16		Interest transfer	IOLTA interest	-	3.35	24,646.82

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
96	164	08/24/16	2208	The Legal Connection, P.C.	██████████	-	1,000.00	23,646.82
97	164	08/25/16	2209	The Legal Connection, P.C.	██████████	-	1,000.00	22,646.82
98	164	08/30/16	2210	The Legal Connection, P.C.	██████████	-	5,000.00	17,646.82
99	76	08/31/16		Interest earned	IOLTA interest	3.03	-	17,649.85
100	79	09/01/16		Interest transfer	IOLTA interest	-	3.03	17,646.82
101	165	09/01/16	2211	The Legal Connection, P.C.	██████████	-	750.00	16,896.82
102	165	09/02/16	2212	Michael Anderson	██████████	-	2,000.00	14,896.82
103		09/02/16		Internal transfer to Michael Bedard	██████████	-	500.00	14,396.82
104		09/02/16		Internal transfer from ██████████	Bedard, Michael	-	(500.00)	14,896.82
105	79	09/30/16		Interest earned	IOLTA interest	1.84	-	14,898.66
106	82	10/03/16		Interest transfer	IOLTA interest	-	1.84	14,896.82
107	166	10/05/16	2213	Glass Slipper Cleaning Services, LLC	Bedard, Michael	-	615.00	14,281.82
108	166	10/11/16	2214	The Legal Connection, P.C.	Bedard, Michael	-	4,589.00	9,692.82
109	166	10/11/16	2214	The Legal Connection, P.C.	██████████	-	1,369.33	8,323.49
110	166	10/11/16	2214	The Legal Connection, P.C.	██████████	-	41.67	8,281.82
111	166	10/17/16	2215	The Legal Connection, P.C.	██████████	-	2,000.00	6,281.82
112	82	10/31/16		Interest earned	IOLTA interest	1.19	-	6,283.01
113	85	11/01/16		Interest transfer	IOLTA interest	-	1.19	6,281.82
114	85	11/30/16		Interest earned	IOLTA interest	0.77	-	6,282.59
115	88	12/01/16		Interest transfer	IOLTA interest	-	0.77	6,281.82
116	88	12/30/16		Interest earned	IOLTA interest	0.80	-	6,282.62
117	91	01/03/17		Interest transfer	IOLTA interest	-	0.80	6,281.82
118	182	01/24/17		Citizen's One - Mortgage Escrow	Gifford Estate (Rita)	1,060.32	-	7,342.14
119	91	01/31/17		Interest earned	IOLTA interest	0.84	-	7,342.98
120	94	02/01/17		Interest transfer	IOLTA interest	-	0.84	7,342.14
121	94	02/28/17		Interest earned	IOLTA interest	0.84	-	7,342.98
122	97	03/01/17		Interest transfer	IOLTA interest	-	0.84	7,342.14
123	183	03/22/17		Gallagher Bassett Services	██████████	580,000.00	-	587,342.14
124	97	03/31/17		Interest earned	IOLTA interest	20.00	-	587,362.14
125	100	04/03/17		Interest transfer	IOLTA interest	-	20.00	587,342.14
126	167	04/11/17	2216	The Legal Connection, P.C.	██████████	-	15,000.00	572,342.14
127	167	04/21/17	2217	The Legal Connection, P.C.	██████████	-	1,000.00	571,342.14

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
128	184	04/26/17		The Cincinnati Insurance Co.	██████████	8,000.00	-	579,342.14
129	100	04/28/17		Interest earned	IOLTA Interest	71.24	-	579,413.38
130	103	05/01/17		Interest transfer	IOLTA Interest	-	71.24	579,342.14
131	168	05/01/17	2218	The Legal Connection, P.C.	██████████	-	8,000.00	571,342.14
132	168	05/11/17	2219	The Legal Connection, P.C.	██████████	-	386,666.00	184,676.14
133		05/11/17		Internal transfer to Michael Bedard	██████████	-	164,257.27	20,418.87
134		05/11/17		Internal transfer from Joseph Gifford	Bedard, Michael	-	(164,257.27)	184,676.14
135	103	05/19/17	DM	Michael Bedard	Bedard, Michael	-	7,000.00	177,676.14
136	103	05/31/17		Interest earned	IOLTA interest	39.04	-	177,715.18
137	106	06/01/17		Interest transfer	IOLTA interest	-	39.04	177,676.14
138	169	06/07/17	2220	Michael Bedard	Bedard, Michael	-	1,000.00	176,676.14
139	169	06/09/17	2221	The Legal Connection, P.C.	██████████	-	3,000.00	173,676.14
140	106	06/15/17	DM	Michael Bedard	Bedard, Michael	-	2,001.73	171,674.41
141	106	06/30/17		Interest earned	IOLTA interest	21.40	-	171,695.81
142	109	07/03/17		Interest transfer	IOLTA interest	-	21.40	171,674.41
143	170	07/08/17	2222	Michael Bedard	Bedard, Michael	-	5,000.00	166,674.41
144	185	07/10/17		Accurate Title	██████████	105,073.91	-	271,748.32
145	170	07/14/17	2223	The Legal Connection, P.C.	██████████	-	43,166.96	228,581.36
146	170	07/15/17	2224	The Legal Connection, P.C.	██████████	-	40,656.91	187,924.45
147	109	07/31/17		Interest earned	IOLTA interest	25.29	-	187,949.74
148	112	08/01/17		Interest transfer	IOLTA interest	-	25.29	187,924.45
149	171	08/01/17	2225	██████████ (deposited by TLC)	██████████	-	20,000.00	167,924.45
150	112	08/25/17	DM	The Legal Connection, P.C.	██████████	-	1,250.00	166,674.45
151	112	08/25/17	DM	Michael Bedard	Bedard, Michael	-	3,750.00	162,924.45
152	112	08/31/17		Interest earned	IOLTA interest	21.25	-	162,945.70
153	115	09/01/17		Interest transfer	IOLTA interest	-	21.25	162,924.45
154	115	09/06/17	DM	Michael Bedard	Bedard, Michael	-	21,700.00	141,224.45
155	186	09/22/17		██████████	██████████	500.00	-	141,724.45
156	115	09/29/17		Interest earned	IOLTA interest	17.87	-	141,742.32
157	118	10/02/17		Interest transfer	IOLTA interest	-	17.87	141,724.45
158	118	10/31/17		Interest earned	IOLTA interest	18.05	-	141,742.50
159	121	11/01/17		Interest transfer	IOLTA interest	-	18.05	141,724.45

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
160	121	11/30/17		Interest earned	IOLTA interest	17.47	-	141,741.92
161	124	12/01/17		Interest transfer	IOLTA interest	-	17.47	141,724.45
162	187	12/08/17		Wilson, Elser, Moskowitz (MB fee)	Bedard, Michael	3,000.00	-	144,724.45
163	124	12/08/17	DM	Michael Bedard	Bedard, Michael	-	3,000.00	141,724.45
164	124	12/18/17	DM	Michael Bedard	Bedard, Michael	-	4,000.00	137,724.45
165	124	12/26/17	DM	The Legal Connection, P.C.	██████████	-	2,500.00	135,224.45
166	124	12/26/17	DM	The Legal Connection, P.C.	██████████	-	500.00	134,724.45
167	124	12/29/17		Interest earned	IOLTA interest	17.71	-	134,742.16
168	127	01/02/18		Interest transfer	IOLTA interest	-	17.71	134,724.45
169	127	01/31/18		Interest earned	IOLTA interest	17.16	-	134,741.61
170	130	02/01/18		Interest transfer	IOLTA interest	-	17.16	134,724.45
171	130	02/15/18	DM	The Legal Connection, P.C.	██████████	-	5,000.00	129,724.45
172	130	02/23/18	CM	Incoming Wire Transfer	██████████	118,409.13	-	248,133.58
173	130	02/28/18		Interest earned	IOLTA interest	18.13	-	248,151.71
174	133	03/01/18		Interest transfer	IOLTA interest	-	18.13	248,133.58
175		03/07/18		Internal transfer from Michael Bedard	██████████	-	(9,215.00)	257,348.58
176		03/07/18		Internal transfer to ██████████	Bedard, Michael	-	9,215.00	248,133.58
177	172	03/07/18	2229	██████████	██████████	-	4,500.00	243,633.58
178	172	03/07/18	2230	██████████	██████████	-	4,715.00	238,918.58
179	172	03/09/18	2231	██████████	██████████	-	113,000.00	125,918.58
180	188	03/19/18		GEICO General Insurance	██████████	12,715.00	-	138,633.58
181		03/19/18		Internal transfer from ██████████	Bedard, Michael	-	(9,215.00)	147,848.58
182		03/19/18		Internal transfer to Michael Bedard	██████████	-	9,215.00	138,633.58
183		03/26/18		Internal transfer from Michael Bedard	██████████	-	(2,541.52)	141,175.10
184		03/26/18		Internal transfer to ██████████	Bedard, Michael	-	2,541.52	138,633.58
185	172	03/26/18	2233	██████████	██████████	-	2,541.52	136,092.06
186	133	03/30/18		Interest earned	IOLTA interest	20.64	-	136,112.70
187	136	04/02/18		Interest transfer	IOLTA interest	-	20.64	136,092.06
188	189	04/03/18		NGM Insurance Co.	██████████	3,812.28	-	139,904.34
189	136	04/30/18		Interest earned	IOLTA interest	17.20	-	139,921.54
190	139	05/01/18		Interest transfer	IOLTA interest	-	17.20	139,904.34
191	173	05/08/18	2234	██████████	Bedard, Michael	-	3,000.00	136,904.34

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
192	139	05/11/18	DM	The Legal Connection, P.C.	██████████	-	2,000.00	134,904.34
193	190	05/18/18		██████████	██████████	2,500.00	-	137,404.34
194	139	05/21/18	DM	The Legal Connection, P.C.	██████████	-	2,000.00	135,404.34
195	191	05/25/18		██████████ - Bank of NH	██████████	36,446.39	-	171,850.73
196	192	05/25/18		Michael Bedard	██████████	2,267.95	-	174,118.68
197	193	05/25/18		DCU	██████████	200.00	-	174,318.68
198	173	05/25/18	2235	The Legal Connection, P.C.	██████████	-	2,267.95	172,050.73
199	139	05/31/18	DM	The Legal Connection, P.C.	██████████	-	836.00	171,214.73
200	139	05/31/18	DM	The Legal Connection, P.C.	██████████	-	1,164.00	170,050.73
201	140	05/31/18		Interest earned	IOLTA interest	17.85	-	170,068.58
202	142	06/01/18		Interest transfer	IOLTA interest	-	17.85	170,050.73
203	142	06/04/18	DM	The Legal Connection, P.C.	Martin, Heather	-	2,000.00	168,050.73
204	174	06/05/18	2236	██████████	██████████	-	2,000.00	166,050.73
205	194	06/08/18		Glass Slipper Cleaning (loan repayment)	Bedard, Michael	500.00	-	166,550.73
206	174	06/08/18	2237	██████████	Bedard, Michael	-	525.00	166,025.73
207	142	06/14/18	DM	Michael Bedard	Bedard, Michael	-	1,600.00	164,425.73
208	142	06/14/18	DM	The Legal Connection, P.C.	██████████	-	2,500.00	161,925.73
209	142	06/14/18	DM	The Legal Connection, P.C.	██████████	-	500.00	161,425.73
210		06/18/18		Internal transfer to ██████████	Bedard, Michael	-	1,000.00	
211		06/18/18		Internal transfer from Michael Bedard	██████████	-	(1,000.00)	
212	174	06/18/18	2238	██████████	██████████	-	1,000.00	160,425.73
213	195	06/21/18		Glass Slipper Cleaning (loan repayment)	Bedard, Michael	500.00	-	160,925.73
214	142	06/26/18	DM	Michael Bedard	██████████	-	200.00	160,725.73
215	142	06/26/18	DM	Michael Bedard	Bedard, Michael	-	800.00	159,925.73
216	196	06/27/18		Government Employees Insurance	██████████	390.94	-	160,316.67
217	142	06/26/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	160,563.67
218	143	06/29/18		Interest earned	IOLTA interest	20.16	-	160,583.83
219	145	07/02/18		Interest transfer	IOLTA Interest	-	20.16	160,563.67
220	175	07/05/18	2239	██████████	Bedard, Michael	-	790.00	159,773.67
221	145	07/09/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	160,020.67
222	145	07/12/18	DM	The Legal Connection, P.C.	██████████	-	33,000.00	127,020.67
223	145	07/12/18	DM	Michael Bedard	Bedard, Michael	-	2,000.00	125,020.67

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
224	145	07/13/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	125,267.67
225		07/13/18		Internal transfer from Michael Bedard	██████████	-	(6,053.11)	131,320.78
226		07/13/18		Internal transfer to ██████████	Bedard, Michael	-	6,053.11	125,267.67
227	175	07/13/18	2240	██████████	██████████	-	6,053.11	119,214.56
228	145	07/20/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	119,461.56
229	145	07/20/18	DM	The Legal Connection, P.C.	██████████	-	1,000.00	118,461.56
230	145	07/25/18	DM	Michael Bedard	Bedard, Michael	-	991.61	117,469.95
231	197	07/26/18		██████████	██████████	8,000.00	-	125,469.95
232	198	07/27/18		NGM Insurance Co.	██████████	60,000.00	-	185,469.95
233	145	07/27/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	185,716.95
234	145	07/30/18	DM	The Legal Connection, P.C.	██████████	-	35,750.00	149,966.95
235		07/30/18		Internal transfer from ██████████	Bedard, Michael	-	(11,062.28)	161,029.23
236		07/30/18		Internal transfer to Michael Bedard	██████████	-	11,062.28	149,966.95
237	146	07/31/18		Interest earned	IOLTA interest	17.45	-	149,984.40
238	148	08/01/18		Interest transfer	IOLTA Interest	-	17.45	149,966.95
239	199	08/01/18		██████████	██████████	1,000.00	-	150,966.95
240	148	08/01/18	DM	The Legal Connection, P.C.	██████████	-	3,000.00	147,966.95
241	148	08/03/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	148,213.95
242	148	08/03/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	148,460.95
243	148	08/10/18	DM	Michael Bedard	Bedard, Michael	-	1,000.00	147,460.95
244	148	08/17/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	147,707.95
245	148	08/17/18	DM	The Legal Connection, P.C.	██████████	-	2,000.00	145,707.95
246	148	08/17/18	DM	Michael Bedard	Bedard, Michael	-	500.00	145,207.95
247	148	08/22/18	DM	The Legal Connection, P.C.	██████████	-	10,000.00	135,207.95
248	148	08/22/18	DM	Michael Bedard	Bedard, Michael	-	103,870.62	31,337.33
249	148	08/22/18	DM	Michael Bedard	██████████	-	8,000.00	23,337.33
250	148	08/22/18	DM	Michael Bedard	██████████	-	3,500.00	19,837.33
251	148	08/22/18	DM	Michael Bedard	██████████	-	3,446.39	16,390.94
252	148	08/22/18	DM	Michael Bedard	██████████	-	390.94	16,000.00
253	148	08/22/18	DM	Michael Bedard	██████████	-	1,000.00	15,000.00
254	148	08/24/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	15,247.00
255	148	08/31/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	15,494.00

<i>Seq</i>	<i>Bates</i>	<i>Date</i>	<i>Ref</i>	<i>Description</i>	<i>Client Account</i>	<i>Receipt</i>	<i>Disbursement</i>	<i>Balance</i>
256	148	08/31/18		Interest earned	IOLTA interest	13.33	-	15,507.33
257		08/31/18		TOTALS, PER IOLTA BANK ACCOUNT TRANSACTIONS		1,471,518.29	1,456,010.96	15,507.33

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
IOLTA CLIENT LEDGERS:								
211		06/18/18		Internal transfer from Michael Bedard	██████████	-	(1,000.00)	1,000.00
212	174	06/18/18	2238	██████████	██████████	-	1,000.00	-
231	197	07/26/18		██████████	██████████	8,000.00	-	8,000.00
249	148	08/22/18	DM	Michael Bedard	██████████	-	8,000.00	-
		08/31/18		Client Totals		8,000.00	8,000.00	-
144	185	07/10/17		Accurate Title	██████████	105,073.91	-	105,073.91
145	170	07/14/17	2223	The Legal Connection, P.C.	██████████	-	43,166.96	61,906.95
146	170	07/15/17	2224	The Legal Connection, P.C.	██████████	-	40,656.91	21,250.04
149	171	08/01/17	2225	██████████ (deposited by TLC)	██████████	-	20,000.00	1,250.04
150	112	08/25/17	DM	The Legal Connection, P.C.	██████████	-	1,250.00	0.04
		08/31/18		Client Totals		105,073.91	105,073.87	0.04
36	178	10/22/15		██████████	██████████	6,994.60	-	6,994.60
39	156	11/02/15	641	The Legal Connection, P.C.	██████████	-	6,994.60	-
		08/31/18		Client Totals		6,994.60	6,994.60	-
197	193	05/25/18		DCU	██████████	200.00	-	200.00
214	142	06/26/18	DM	Michael Bedard	██████████	-	200.00	-
		08/31/18		Client Totals		200.00	200.00	-
196	192	05/25/18		Michael Bedard	██████████	2,267.95	-	2,267.95
198	173	05/25/18	2235	The Legal Connection, P.C.	██████████	-	2,267.95	-
225		07/13/18		Internal transfer from Michael Bedard	██████████	-	(6,053.11)	6,053.11
227	175	07/13/18	2240	██████████	██████████	-	6,053.11	-
		08/31/18		Client Totals		2,267.95	2,267.95	-
47	179	12/18/15		██████████	██████████	50.00	-	50.00
52	158	01/06/16	646	The Legal Connection, P.C.	██████████	-	50.00	-
		08/31/18		Client Totals		50.00	50.00	-

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
118	182	01/24/17		Citizen's One - Mortgage Escrow	Gifford Estate (Rita)	1,060.32	-	1,060.32
		08/31/18		Client Totals		1,060.32	-	1,060.32
175		03/07/18		Internal transfer from Michael Bedard	██████████		(9,215.00)	9,215.00
177	172	03/07/18	2229	██████████	██████████		4,500.00	4,715.00
178	172	03/07/18	2230	██████████	██████████		4,715.00	-
180	188	03/19/18		GEICO General Insurance	██████████	12,715.00	-	12,715.00
182		03/19/18		Internal transfer to Michael Bedard	██████████	-	9,215.00	3,500.00
250	148	08/22/18	DM	Michael Bedard	██████████	-	3,500.00	-
		08/31/18		Client Totals		12,715.00	12,715.00	-
26	177	08/03/15		Berkley Insurance Co.	██████████	400,000.00	-	400,000.00
27	154	08/07/15	638	The Legal Connection, P.C.	██████████	-	230,000.00	170,000.00
28	154	08/11/15	639	The Legal Connection, P.C.	██████████	-	66,000.00	104,000.00
31	155	09/08/15	640	The Legal Connection, P.C.	██████████	-	34,666.00	69,334.00
32		09/08/15		Internal transfer to Michael Bedard	██████████	-	12,000.00	57,334.00
40	156	11/02/15	641	The Legal Connection, P.C.	██████████	-	1,705.40	55,628.60
41	156	11/13/15	643	The Legal Connection, P.C.	██████████	-	2,500.00	53,128.60
42	156	11/24/15	644	The Legal Connection, P.C.	██████████	-	4,000.00	49,128.60
45	157	12/02/15	645	The Legal Connection, P.C.	██████████	-	10,000.00	39,128.60
61	159	02/09/16	648	The Legal Connection, P.C.	██████████	-	20,000.00	19,128.60
72	160	04/15/16	2200	James Chappelain, M.D.	██████████	-	1,500.00	17,628.60
87	162	06/11/16	2205	The Legal Connection, P.C.	██████████	-	11,500.00	6,128.60
109	166	10/11/16	2214	The Legal Connection, P.C.	██████████	-	1,369.33	4,759.27
111	166	10/17/16	2215	The Legal Connection, P.C.	██████████	-	2,000.00	2,759.27
123	183	03/22/17		Gallagher Bassett Services	██████████	580,000.00	-	582,759.27
126	167	04/11/17	2216	The Legal Connection, P.C.	██████████	-	15,000.00	567,759.27
127	167	04/21/17	2217	The Legal Connection, P.C.	██████████	-	1,000.00	566,759.27
132	168	05/11/17	2219	The Legal Connection, P.C.	██████████	-	386,666.00	180,093.27
133		05/11/17		Internal transfer to Michael Bedard	██████████	-	164,257.27	15,836.00
139	169	06/09/17	2221	The Legal Connection, P.C.	██████████	-	3,000.00	12,836.00
165	124	12/26/17	DM	The Legal Connection, P.C.	██████████	-	2,500.00	10,336.00

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
171	130	02/15/18	DM	The Legal Connection, P.C.	██████████	-	5,000.00	5,336.00
199	139	05/31/18	DM	The Legal Connection, P.C.	██████████	-	836.00	4,500.00
208	142	06/14/18	DM	The Legal Connection, P.C.	██████████	-	2,500.00	2,000.00
229	145	07/20/18	DM	The Legal Connection, P.C.	██████████	-	1,000.00	1,000.00
		08/31/18		Client Totals		980,000.00	979,000.00	1,000.00
11	176	03/23/15		Government Employees Insurance	██████████	30,000.00	-	30,000.00
12	152	03/27/15	634	The Legal Connection, P.C.	██████████	-	20,000.00	10,000.00
15	153	04/04/15	635	Michael Bedard	██████████	-	10,000.00	-
		08/31/18		Client Totals		30,000.00	30,000.00	-
195	191	05/25/18		██████████ - Bank of NH	██████████	36,446.39	-	36,446.39
222	145	07/12/18	DM	The Legal Connection, P.C.	██████████	-	33,000.00	3,446.39
251	148	08/22/18	DM	Michael Bedard	██████████	-	3,446.39	-
		08/31/18		Client Totals		36,446.39	36,446.39	-
2	23	12/31/14		Opening balance	██████████	21,248.26	-	21,248.26
5	151	01/09/15	631	██████████	██████████	-	17,248.26	4,000.00
10	152	03/11/15	633	The Legal Connection, P.C.	██████████	-	4,000.00	-
		08/31/18		Client Totals		21,248.26	21,248.26	-
48	179	12/18/15		Amie Pierce Insurance	██████████	6,500.00	-	6,500.00
53	158	01/06/16	646	The Legal Connection, P.C.	██████████	-	4,450.00	2,050.00
58	158	01/20/16	647	The Legal Connection, P.C.	██████████	-	2,050.00	-
		08/31/18		Client Totals		6,500.00	6,500.00	-
193	190	05/18/18		██████████	██████████	2,500.00	-	2,500.00
203	142	06/04/18	DM	The Legal Connection, P.C.	██████████	-	2,000.00	500.00
209	142	06/14/18	DM	The Legal Connection, P.C.	██████████	-	500.00	-
		08/31/18		Client Totals		2,500.00	2,500.00	-
128	184	04/26/17		The Cincinnati Insurance Co.	██████████	8,000.00	-	8,000.00

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
131	168	05/01/17	2218	The Legal Connection, P.C.	██████████	-	8,000.00	-
		08/31/18		Client Totals		8,000.00	8,000.00	-
46	179	12/18/15		██████████ ^B	██████████	500.00	-	500.00
54	158	01/06/16	646	The Legal Connection, P.C.	██████████	-	500.00	-
155	186	09/22/17		██████████	██████████ ^B	500.00	-	500.00
166	124	12/26/17	DM	The Legal Connection, P.C.	██████████	-	500.00	-
		08/31/18		Client Totals		1,000.00	1,000.00	-
62	180	02/22/16		Old Republic Insurance Co.	██████████	32,500.00	-	32,500.00
63	159	02/26/16	649	The Legal Connection, P.C.	██████████	-	3,000.33	29,499.67
73	160	04/15/16	2201	The Legal Connection, P.C.	██████████	-	1,000.00	28,499.67
77	161	05/20/16	1900	Michael Anderson	██████████	-	644.00	27,855.67
78		05/20/16		Internal transfer to Michael Bedard	██████████	-	10,189.00	17,666.67
85	162	06/07/16	2204	The Legal Connection, P.C.	██████████	-	2,700.00	14,966.67
91	163	07/08/16	2206	The Legal Connection, P.C.	██████████	-	4,675.00	10,291.67
96	164	08/24/16	2208	The Legal Connection, P.C.	██████████	-	1,000.00	9,291.67
97	164	08/25/16	2209	The Legal Connection, P.C.	██████████	-	1,000.00	8,291.67
98	164	08/30/16	2210	The Legal Connection, P.C.	██████████	-	5,000.00	3,291.67
101	165	09/01/16	2211	The Legal Connection, P.C.	██████████	-	750.00	2,541.67
102	165	09/02/16	2212	Michael Anderson	██████████	-	2,000.00	541.67
103		09/02/16		Internal transfer to Michael Bedard	██████████	-	500.00	41.67
110	166	10/11/16	2214	The Legal Connection, P.C.	██████████	-	41.67	(0.00)
		08/31/18		Client Totals		32,500.00	32,500.00	-
86	181	06/09/16		Attorney Richard J. Joyal	██████████	3,500.00	-	3,500.00
88	162	06/11/16	2205	The Legal Connection, P.C.	██████████	-	3,500.00	-
		08/31/18		Client Totals		3,500.00	3,500.00	-
172	130	02/23/18	CM	Incoming Wire Transfer	██████████	118,409.13	-	118,409.13
179	172	03/09/18	2231	██████████	██████████	-	113,000.00	5,409.13
192	139	05/11/18	DM	The Legal Connection, P.C.	██████████	-	2,000.00	3,409.13

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
194	139	05/21/18	DM	The Legal Connection, P.C.	██████████	-	2,000.00	1,409.13
200	139	05/31/18	DM	The Legal Connection, P.C.	██████████	-	1,164.00	245.13
		08/31/18		Client Totals		118,409.13	118,164.00	245.13
183		03/26/18		Internal transfer from Michael Bedard	██████████	-	(2,541.52)	2,541.52
185	172	03/26/18	2233	██████████	██████████	-	2,541.52	-
188	189	04/03/18		NGM Insurance Co.	██████████	3,812.28	-	3,812.28
204	174	06/05/18	2236	██████████	██████████	-	2,000.00	1,812.28
232	198	07/27/18		NGM Insurance Co.	██████████	60,000.00	-	61,812.28
234	145	07/30/18	DM	The Legal Connection, P.C.	██████████	-	35,750.00	26,062.28
236		07/30/18		Internal transfer to Michael Bedard	██████████	-	11,062.28	15,000.00
240	148	08/01/18	DM	The Legal Connection, P.C.	██████████	-	3,000.00	12,000.00
245	148	08/17/18	DM	The Legal Connection, P.C.	██████████	-	2,000.00	10,000.00
247	148	08/22/18	DM	The Legal Connection, P.C.	██████████	-	10,000.00	-
		08/31/18		Client Totals		63,812.28	63,812.28	-
216	196	06/27/18		Government Employees Insurance	██████████	390.94	-	390.94
252	148	08/22/18	DM	Michael Bedard	██████████	-	390.94	-
		08/31/18		Client Totals		390.94	390.94	-
239	199	08/01/18		██████████	██████████	1,000.00	-	1,000.00
253	148	08/22/18	DM	Michael Bedard	██████████	-	1,000.00	-
		08/31/18		Client Totals		1,000.00	1,000.00	-
3	23	12/31/14		Opening balance	IOLTA Interest	4.05	-	4.05
4	23	01/02/15		Interest transfer	IOLTA interest	-	4.05	-
6	23	01/30/15		Interest earned	IOLTA interest	3.99	-	3.99
7	25	02/02/15		Interest transfer	IOLTA interest	-	3.99	-
8	25	02/27/15		Interest earned	IOLTA interest	3.09	-	3.09
9	26	03/02/15		Interest transfer	IOLTA interest	-	3.09	-
13	26	03/31/15		Interest earned	IOLTA interest	3.65	-	3.65
14	28	04/01/15		Interest transfer	IOLTA Interest	-	3.65	-

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
18	28	04/30/15		Interest earned	IOLTA interest	2.31	-	2.31
19	31	05/01/15		Interest transfer	IOLTA interest	-	2.31	-
20	31	05/29/15		Interest earned	IOLTA interest	0.94	-	0.94
21	34	06/01/15		Interest transfer	IOLTA interest	-	0.94	-
22	34	06/30/15		Interest earned	IOLTA interest	0.91	-	0.91
23	37	07/01/15		Interest transfer	IOLTA interest	-	0.91	-
24	37	07/31/15		Interest earned	IOLTA interest	0.94	-	0.94
25	40	08/03/15		Interest transfer	IOLTA interest	-	0.94	-
29	40	08/31/15		Interest earned	IOLTA interest	17.64	-	17.64
30	43	09/01/15		Interest transfer	IOLTA interest	-	17.64	-
34	43	09/30/15		Interest earned	IOLTA interest	10.45	-	10.45
35	46	10/01/15		Interest transfer	IOLTA interest	-	10.45	-
37	46	10/31/15		Interest earned	IOLTA interest	10.03	-	10.03
38	49	11/02/15		Interest transfer	IOLTA interest	-	10.03	-
43	49	11/30/15		Interest earned	IOLTA interest	8.98	-	8.98
44	52	12/01/15		Interest transfer	IOLTA interest	-	8.98	-
50	52	12/31/15		Interest earned	IOLTA interest	7.86	-	7.86
51	55	01/04/16		Interest transfer	IOLTA interest	-	7.86	-
59	55	01/29/16		Interest earned	IOLTA interest	7.04	-	7.04
60	58	02/01/16		Interest transfer	IOLTA interest	-	7.04	-
64	58	02/29/16		Interest earned	IOLTA interest	5.21	-	5.21
65	61	03/01/16		Interest transfer	IOLTA interest	-	5.21	-
68	61	03/31/16		Interest earned	IOLTA interest	7.64	-	7.64
69	64	04/01/16		Interest transfer	IOLTA interest	-	7.64	-
74	64	04/29/16		Interest earned	IOLTA interest	6.63	-	6.63
75	67	05/02/16		Interest transfer	IOLTA interest	-	6.63	-
82	67	05/31/16		Interest earned	IOLTA interest	6.25	-	6.25
83	70	06/01/16		Interest transfer	IOLTA interest	-	6.25	-
89	70	06/30/16		Interest earned	IOLTA interest	4.91	-	4.91
90	73	07/01/16		Interest transfer	IOLTA interest	-	4.91	-
94	73	07/29/16		Interest earned	IOLTA interest	3.35	-	3.35
95	76	08/01/16		Interest transfer	IOLTA interest	-	3.35	-

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
99	76	08/31/16		Interest earned	IOLTA interest	3.03	-	3.03
100	79	09/01/16		Interest transfer	IOLTA interest	-	3.03	-
105	79	09/30/16		Interest earned	IOLTA interest	1.84	-	1.84
106	82	10/03/16		Interest transfer	IOLTA interest	-	1.84	-
112	82	10/31/16		Interest earned	IOLTA interest	1.19	-	1.19
113	85	11/01/16		Interest transfer	IOLTA interest	-	1.19	-
114	85	11/30/16		Interest earned	IOLTA interest	0.77	-	0.77
115	88	12/01/16		Interest transfer	IOLTA interest	-	0.77	-
116	88	12/30/16		Interest earned	IOLTA interest	0.80	-	0.80
117	91	01/03/17		Interest transfer	IOLTA interest	-	0.80	-
119	91	01/31/17		Interest earned	IOLTA interest	0.84	-	0.84
120	94	02/01/17		Interest transfer	IOLTA interest	-	0.84	-
121	94	02/28/17		Interest earned	IOLTA interest	0.84	-	0.84
122	97	03/01/17		Interest transfer	IOLTA interest	-	0.84	-
124	97	03/31/17		Interest earned	IOLTA interest	20.00	-	20.00
125	100	04/03/17		Interest transfer	IOLTA interest	-	20.00	-
129	100	04/28/17		Interest earned	IOLTA interest	71.24	-	71.24
130	103	05/01/17		Interest transfer	IOLTA interest	-	71.24	-
136	103	05/31/17		Interest earned	IOLTA interest	39.04	-	39.04
137	106	06/01/17		Interest transfer	IOLTA interest	-	39.04	-
141	106	06/30/17		Interest earned	IOLTA interest	21.40	-	21.40
142	109	07/03/17		Interest transfer	IOLTA interest	-	21.40	-
147	109	07/31/17		Interest earned	IOLTA interest	25.29	-	25.29
148	112	08/01/17		Interest transfer	IOLTA interest	-	25.29	-
152	112	08/31/17		Interest earned	IOLTA interest	21.25	-	21.25
153	115	09/01/17		Interest transfer	IOLTA interest	-	21.25	-
156	115	09/29/17		Interest earned	IOLTA interest	17.87	-	17.87
157	118	10/02/17		Interest transfer	IOLTA interest	-	17.87	-
158	118	10/31/17		Interest earned	IOLTA interest	18.05	-	18.05
159	121	11/01/17		Interest transfer	IOLTA interest	-	18.05	-
160	121	11/30/17		Interest earned	IOLTA interest	17.47	-	17.47
161	124	12/01/17		Interest transfer	IOLTA interest	-	17.47	-

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
167	124	12/29/17		Interest earned	IOLTA interest	17.71	-	17.71
168	127	01/02/18		Interest transfer	IOLTA interest	-	17.71	-
169	127	01/31/18		Interest earned	IOLTA interest	17.16	-	17.16
170	130	02/01/18		Interest transfer	IOLTA interest	-	17.16	-
173	130	02/28/18		Interest earned	IOLTA interest	18.13	-	18.13
174	133	03/01/18		Interest transfer	IOLTA interest	-	18.13	-
186	133	03/30/18		Interest earned	IOLTA interest	20.64	-	20.64
187	136	04/02/18		Interest transfer	IOLTA interest	-	20.64	-
189	136	04/30/18		Interest earned	IOLTA interest	17.20	-	17.20
190	139	05/01/18		Interest transfer	IOLTA interest	-	17.20	-
201	140	05/31/18		Interest earned	IOLTA interest	17.85	-	17.85
202	142	06/01/18		Interest transfer	IOLTA interest	-	17.85	-
218	143	06/29/18		Interest earned	IOLTA interest	20.16	-	20.16
219	145	07/02/18		Interest transfer	IOLTA interest	-	20.16	-
237	146	07/31/18		Interest earned	IOLTA interest	17.45	-	17.45
238	148	08/01/18		Interest transfer	IOLTA interest	-	17.45	-
256	148	08/31/18		Interest earned	IOLTA interest	13.33	-	13.33
		08/31/18		Category Totals		536.42	523.09	13.33
1	23	12/31/14		Opening balance	Bedard, Michael	22,843.09	-	22,843.09
16	153	04/11/15	637	Michael Bedard	Bedard, Michael	-	5,500.00	17,343.09
17	153	04/22/15	642	Michael Bedard	Bedard, Michael	-	10,000.00	7,343.09
33		09/08/15		Internal transfer from [REDACTED]	Bedard, Michael	-	(12,000.00)	19,343.09
49	52	12/28/15	DM	Dex Media West	Bedard, Michael	-	1,657.50	17,685.59
55	55	01/13/16	DM	MultiTran (1217)	Bedard, Michael	-	5,000.00	12,685.59
56	55	01/13/16	DM	MultiTran (1217)	Bedard, Michael	-	9.00	12,676.59
57	158	01/20/16	647	The Legal Connection, P.C.	Bedard, Michael	-	950.00	11,726.59
66	61	03/28/16	DM	MultiTran (1221)	Bedard, Michael	-	1,000.00	10,726.59
67	61	03/28/16	DM	MultiTran (1221)	Bedard, Michael	-	1,000.00	9,726.59
70	160	04/11/16	650	Michael Bedard	Bedard, Michael	-	3,000.00	6,726.59
71	64	04/12/16	DM	MultiTran (1222)	Bedard, Michael	-	2,000.00	4,726.59
76	161	05/10/16	2202	Michael Bedard	Bedard, Michael	-	2,000.00	2,726.59

Seq	Bates	Date	Ref	Description	Client Account	Receipt	Disbursement	Balance
79		05/20/16		Internal transfer from ██████████	Bedard, Michael	-	(10,189.00)	12,915.59
80	161	05/22/16	1901	Earth Link	Bedard, Michael	-	54.68	12,860.91
81	161	05/22/16	1902	Comcast	Bedard, Michael	-	444.36	12,416.55
84	162	06/07/16	2203	Michael Bedard	Bedard, Michael	-	1,100.00	11,316.55
92	163	07/08/16	2206	Bank error (\$4,675.00/\$4,765.00)	Bedard, Michael	-	90.00	11,226.55
93	163	07/08/16	2207	Michael Bedard	Bedard, Michael	-	3,000.00	8,226.55
104		09/02/16		Internal transfer from ██████████	Bedard, Michael	-	(500.00)	8,726.55
107	166	10/05/16	2213	Glass Slipper Cleaning Services, LLC	Bedard, Michael	-	615.00	8,111.55
108	166	10/11/16	2214	The Legal Connection, P.C.	Bedard, Michael	-	4,589.00	3,522.55
134		05/11/17		Internal transfer from ██████████	Bedard, Michael	-	(164,257.27)	167,779.82
135	103	05/19/17	DM	Michael Bedard	Bedard, Michael	-	7,000.00	160,779.82
138	169	06/07/17	2220	Michael Bedard	Bedard, Michael	-	1,000.00	159,779.82
140	106	06/15/17	DM	Michael Bedard	Bedard, Michael	-	2,001.73	157,778.09
143	170	07/08/17	2222	Michael Bedard	Bedard, Michael	-	5,000.00	152,778.09
151	112	08/25/17	DM	Michael Bedard	Bedard, Michael	-	3,750.00	149,028.09
154	115	09/06/17	DM	Michael Bedard	Bedard, Michael	-	21,700.00	127,328.09
162	187	12/08/17		Wilson, Elser, Moskowitz (MB fee)	Bedard, Michael	3,000.00	-	130,328.09
163	124	12/08/17	DM	Michael Bedard	Bedard, Michael	-	3,000.00	127,328.09
164	124	12/18/17	DM	Michael Bedard	Bedard, Michael	-	4,000.00	123,328.09
176		03/07/18		Internal transfer to ██████████	Bedard, Michael	-	9,215.00	114,113.09
181		03/19/18		Internal transfer from ██████████	Bedard, Michael	-	(9,215.00)	123,328.09
184		03/26/18		Internal transfer to ██████████	Bedard, Michael	-	2,541.52	120,786.57
191	173	05/08/18	2234	██████████	Bedard, Michael	-	3,000.00	117,786.57
205	194	06/08/18		Glass Slipper Cleaning (loan repayment)	Bedard, Michael	500.00	-	118,286.57
206	174	06/08/18	2237	██████████	Bedard, Michael	-	525.00	117,761.57
207	142	06/14/18	DM	Michael Bedard	Bedard, Michael	-	1,600.00	116,161.57
210		06/18/18		Internal transfer to ██████████	Bedard, Michael	-	1,000.00	115,161.57
213	195	06/21/18		Glass Slipper Cleaning (loan repayment)	Bedard, Michael	500.00	-	115,661.57
215	142	06/26/18	DM	Michael Bedard	Bedard, Michael	-	800.00	114,861.57
217	142	06/26/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	115,108.57
220	175	07/05/18	2239	██████████	Bedard, Michael	-	790.00	114,318.57
221	145	07/09/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	114,565.57

<i>Seq</i>	<i>Bates</i>	<i>Date</i>	<i>Ref</i>	<i>Description</i>	<i>Client Account</i>	<i>Receipt</i>	<i>Disbursement</i>	<i>Balance</i>
223	145	07/12/18	DM	Michael Bedard	Bedard, Michael	-	2,000.00	112,565.57
224	145	07/13/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	112,812.57
226		07/13/18		Internal transfer to ██████████	Bedard, Michael	-	6,053.11	106,759.46
228	145	07/20/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	107,006.46
230	145	07/25/18	DM	Michael Bedard	Bedard, Michael	-	991.61	106,014.85
233	145	07/27/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	106,261.85
235		07/30/18		Internal transfer from ██████████	Bedard, Michael	-	(11,062.28)	117,324.13
241	148	08/03/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	117,571.13
242	148	08/03/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	117,818.13
243	148	08/10/18	DM	Michael Bedard	Bedard, Michael	-	1,000.00	116,818.13
244	148	08/17/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	117,065.13
246	148	08/17/18	DM	Michael Bedard	Bedard, Michael	-	500.00	116,565.13
248	148	08/22/18	DM	Michael Bedard	Bedard, Michael	-	103,870.62	12,694.51
254	148	08/24/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	12,941.51
255	148	08/31/18		██████████ (loan repayment)	Bedard, Michael	247.00	-	13,188.51
		08/31/18		Category Totals		29,313.09	16,124.58	13,188.51
TOTALS, PER IOLTA CLIENT LEDGERS						1,471,518.29	1,456,010.96	15,507.33