

NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE

a committee of the attorney discipline system

David M. Rothstein, Chair
Heather E. Krans, Vice Chair
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* *non attorney member*
Barbara J. Guay, Legal Assistant

Dewhurst, Thomas E. advs. Attorney Discipline Office - #20-019

**CORRECTED PUBLIC CENSURE WITH CONDITIONS
AND ORDER ON COSTS**

On September 21, 2021, the Professional Conduct Committee (“the Committee”) deliberated the Stipulation as to Facts, Violations and Sanction (“the Stipulation”), a copy of which is attached as **Exhibit A**. It also considered the Agreement to Pay Costs of Disciplinary Matter, attached as **Exhibit B**.

The Committee approved the facts as stipulated. It further found that Mr. Dewhurst’s conduct violated Rules of Professional Conduct 1.1, 4.2, and 8.4(a), as stipulated.

The Committee also concluded that a Public Censure With Conditions is appropriate. Its sanction is in accord with the purposes of attorney discipline. *See, e.g., Conner’s Case* 158 N.H. 299, 303 (2009); *Richmond’s Case*, 152 N.H. 155, 159-60 (2005). The sanction is also in accord with the *ABA Standards for Imposing Lawyer Sanctions* (2005) (“Standards”).

Having approved the stipulated sanction, the Committee approved the agreement that Mr. Dewhurst shall reimburse the Committee for all costs of investigation and prosecution of this matter.

November 19, 2021

David M. Rothstein
David M. Rothstein
Chair

cc: Sara S. Greene, Disciplinary Counsel
Michael D. Ramsdell, Esquire
File

NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE



Dewhurst, Thomas E.

advs.

Attorney Discipline Office

#20-019

STIPULATION AS TO FACTS, VIOLATIONS,
AND SANCTION: PUBLIC CENSURE WITH CONDITIONS

Respondent Thomas E. Dewhurst, Esq., and the Attorney Discipline Office (ADO) stipulate as follows:

A. Facts

1. Mr. Dewhurst is an attorney licensed to practice law in New Hampshire. Mr. Dewhurst was admitted to practice in 1987.
2. Mr. Dewhurst was also admitted to practice law in Maine on May 13, 1987. He is currently on active nonresident status for the Maine Bar.
3. At all times material to this proceeding, Mr. Dewhurst practiced with William Battles as Dewhurst Battles, PLLC, or operated his law office as The Law Offices of Thomas E. Dewhurst III, PLLC, which now is located at 50 White Mountain Hwy., Suite 9, East Conway, NH. For a period of time relevant to this matter, his law office was located at 3631 Route 16 in Intervale, NH 03845.
4. Mr. Dewhurst does not have a previous disciplinary history.

5. This matter arises from a grievance filed by Mary Ann Cannell, Stephanie C. Mullins, Christie Cannell, and Katharine Cannell (hereinafter referred to collectively as the “Cannell Sisters”) dated August 8, 2020. The grievance alleges that Mr. Dewhurst, as Trustee of a trust for which the Cannell Sisters were beneficiaries, engaged in improper conduct due to his personal interest in opening an outfitters store and a law office space for himself at the property owned by the trust.
6. The Cannell Sisters were some of the beneficiaries of the Cannell Children’s Trust (“CCT”). The CCT was established by the Cannell Sisters’ grandfather, Raymond Cannell. On April 24, 2018, Mr. Dewhurst accepted appointment as Trustee of the CCT.
7. The CCT owned real property in Conway, New Hampshire that was essentially a plaza (the “Plaza Property”) where the Cannell Country Store (the “Country Store”) was located. In addition to housing the Country Store, the plaza was also utilized to rent space to tenants such as Subway, an ice cream store, etc.
8. John R. Cannell, the Cannell Sisters’ father, operated the Country Store prior to his death in February 2018, and one or more of the Cannell Sisters wanted to continue to operate the Country Store. The Country Store, which was a seasonal business, had been closed for a period of time by the time Mr. Dewhurst became Trustee. The Country Store, and other parts of the Plaza Property, were, and had been for many years, in need of repair.

9. In the summer of 2018, Mr. Dewhurst was requested by the Cannell Sisters to explore the potential uses and development potential for the Plaza Property. He met with the Conway Fire Chief as well as the town's building inspector in the summer of 2018 to inquire about overall repairs that were needed to get the Plaza Property up to code, and also to make initial inquiries about the potential uses and future uses.
10. One of the potential uses discussed was using part of the space as an outfitters store that would be owned and operating by Mr. Dewhurst. Although Mr. Dewhurst was considering other properties as a location for an outfitters' store, he also inquired about using space at the Plaza Property for this purpose.
11. By this time, Mr. Dewhurst had purchased certain inventory, including fixtures, from White Mountain Firearms. Mr. Dewhurst stored some of the fixtures at the Plaza Property, with the permission of Cannell Sisters. Mr. Dewhurst dealt primarily with Mary Ann Cannell, who had moved to North Conway from Virginia to deal with matters relating to the John R. Cannell Trust ("JRC Trust") and the CCT.
12. While Mr. Dewhurst mentioned the possibility of the outfitters store to the Cannell Sisters, they did not reach a decision about this issue in the summer or fall of 2018, because at least one of the sisters voiced a concern about guns being sold at the Plaza Property.
13. By November 2018, Mr. Dewhurst received notice from his law office landlord that he would need to move his law office. He met with the

Cannell Sisters near Thanksgiving of 2018 to discuss whether the family wished to keep the property, sell the property, or further develop the property. Liability issues were discussed due to the then-current condition of the property and based on a review of the then-existing trust provisions. Mr. Dewhurst also formally proposed at this time that he rent space in the Plaza Property for an outfitters store and for his law office.

14. In December 2018, the Cannell Sisters decided to keep the property and to rent space to Mr. Dewhurst for his law office and outfitters store, if the property could be improved from its then-current condition. They again expressed concerns to Mr. Dewhurst about the sale of guns at the Plaza Property and the impact on other tenants on the property. Mr. Dewhurst assured the sisters by stating that his shop would be a sporting goods store for which guns would only be a moderate portion of the merchandise. After some discussion, the Cannell Sisters agreed that guns could be sold as part of a business. Mr. Dewhurst told them that the name of the business would be Dewhurst Outfitters. The sisters determined that the name Dewhurst Outfitters was sufficiently benign that it would not negatively impact other tenant businesses.
15. In April 2019, Mr. Dewhurst and Mr. Battles referred the Cannell Sisters to Attorney Edward Alkalay for the purpose of representing the CCT beneficiaries because Mr. Dewhurst recognized that it would be a conflict for him and his firm, as CCT Trustee and counsel, to also represent

certain of CCT's beneficiaries and JRC Trust beneficiaries regarding the transfer of CCT's assets, the JRC Trust assets (store inventory), and the transfer and potential liability issues from the current ownership to the future owners, to a not-yet-formed LLC, the Cannell Holding Co., LLC ("CHC, LLC"), and the Cannell Company LLC (operating company of the future country store).

16. After Mary Ann Cannell's move to North Conway, she and Mr. Dewhurst worked closely together on the Plaza Property. They worked together in interviewing and hiring contractors to perform renovations to the Plaza Property to generally improve the Country Store and portions of the Plaza Property that served tenants, including Mr. Dewhurst's needs for his law office and outfitters store. During this time, Mr. Dewhurst allowed Mary Ann Cannell to occupy separate space in his law firm at two separate locations in Conway and Intervale, and to use his staff for business related to the JRC businesses and Plaza Property businesses.
17. During this time, Mary Ann Cannell also spoke to Mr. Alkalay about leases for Mr. Dewhurst's law office and outfitters' store. On or about May 21, 2019, Mr. Alkalay provided draft leases to Mary Ann Cannell for her input. That same day, Mary Ann Cannell updated Mr. Alkalay via email on her lease negotiations with Mr. Dewhurst and advised him that: "[Mr. Dewhurst] will not be in the office Friday so I am working to get him to finish his review [of the leases] no later than tomorrow. ... I'll get back to you as soon as I can pin him down further. Ok." Although Mr.

Dewhurst was aware that Mary Ann Cannell had received draft leases from Mr. Alkalay, he was unaware of her email communications with Mr. Alkalay.

18. Mary Ann Cannell also expressed concern about the amount of time it was taking to settle on lease terms. She wrote to Mr. Alkalay, “[Mr. Dewhurst has told me that he can’t sign either lease yet as he has not distributed the real property from the Cannell Children’s Trust into the Cannell Holding Company yet. When will this get done? If he is not willing to sign in the near future, we would need to talk unless he absolutely agrees to go forward.” Between May 22 and 24, 2019, Mary Ann Cannell and Mr. Alkalay exchanged additional emails about Ms. Cannell’s discussion about the lease with Mr. Dewhurst.
19. Based on these emails, it appears that Mr. Alkalay was aware that Mary Anne had one or more communications directly with Mr. Dewhurst about the lease. Mr. Alkalay did not advise her at that time to cease communicating with Mr. Dewhurst and only allow lease negotiations to occur between himself, as counsel for the CCT beneficiaries, and Mr. Dewhurst, who remained counsel for the not-yet-formed CHC, LLC. Mr. Alkalay also did not contact Mr. Dewhurst to advise him that he should only deal with Mr. Alkalay about the leases.
20. The leases were provided to Mr. Dewhurst around May 2019, but were not signed at that time. Mr. Dewhurst was dissatisfied with the leases drafted by Mr. Alkalay, and as he had advised Mary Ann Cannell, he

believed that he could not sign the leases until the real property had been transferred from CCT to the intended landlord, CHC, LLC. Mr. Dewhurst did not communicate further about the language of the leases with Mr. Alkalay. Mr. Alkalay and Mr. Dewhurst did not communicate regarding the leases until after matters later broke down in October 2019.

21. In August 2019, without a signed lease, but with the oral consent of the Cannell Sisters, Mr. Dewhurst moved his law office into the Plaza Property (Units 4 and 6). At that time and for some months thereafter, major renovations, including heating and plumbing, flooring, store construction, and the elimination of rodent infestation, continued at the Plaza Property.
22. At that time, Mr. Dewhurst was still trustee of the CCT, and the CCT owned the Plaza Property. He did not pay a security deposit, and “common area maintenance” fees (a common feature in commercial leases, but which had not been required by the previous trustee with certain other tenants at the Plaza Property) had not been addressed or finalized. Mr. Dewhurst did, however, pay the rent requested by the Cannell Sisters while he rented space at the Plaza Property.
23. On September 26, 2019, the Plaza Property was transferred out of the CCT into CHC, LLC. Prior to that time, Mr. Dewhurst’s office presented Mary Ann Cannell with a proposed lease for his law office and CHC, LLC. The law office lease, however, was not the one prepared by Attorney

Alkalay, but rather one that Mr. Dewhurst's office had drafted. Although Mr. Dewhurst was aware that Mr. Alkalay had prepared the lease presented to him back in May, his office presented this lease directly to Mary Ann Cannell. Mr. Dewhurst knew the Cannell Sisters were represented by counsel regarding the leases, and did not provide the lease his firm had prepared to Mr. Alkalay.

24. On October 3, 2019, Mr. Dewhurst installed three "White Mountain Firearms" signs on the Plaza Property. On October 4, 2019, Mary Ann Cannell met with Mr. Dewhurst to discuss the lease for Dewhurst Outfitters. At this time, Mr. Dewhurst presented Ms. Cannell with a lease that had the "Dewhurst Outfitters, LLC *dba White Mountain Firearms*" listed as the tenant. Again, he presented the lease to Mary Anne Cannell when he knew her to be represented by counsel.
25. The relationship broke down at this point because the Cannell Sisters claimed that Mr. Dewhurst knew from prior discussions with them that they would not agree with White Mountain Firearms on a sign or signs the Plaza Property that referenced guns. They had thought that the outfitters store would be called "Dewhurst Outfitters" and were unaware that Dewhurst Outfitters would do business under the name "White Mountain Firearms." Mary Ann Cannell refused to include "White Mountain Firearms" as the tenant on the lease. Thereafter, the relationship between Mr. Dewhurst and the Cannell Sisters broke down.

B. Disciplinary Rules Violated

26. The parties agree that Mr. Dewhurst's conduct in this case involves violations of the New Hampshire Rules of Professional Conduct, as follows:

Rule 1.7: Conflicts of Interest

27. The facts set forth at ¶¶ 1-25 above are incorporated by reference.
28. Rule 1.7 states, in pertinent part, as follows:
- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) the representation of one client will be directly adverse to another client; or
 - (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
 - (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law;
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
 - (4) each affected client gives informed consent, confirmed in writing.
29. Mr. Dewhurst violated Rule 1.7(a)(2) because there existed a significant risk that his role as Trustee of the CCT would be materially limited by his personal interests in becoming a tenant for space owned by the CCT or

its successor, CHC, LLC. Although he was aware that the Cannell Sisters were represented by Mr. Alkalay, who had drafted leases for Mr. Dewhurst's law office and outfitters store, he communicated directly with one of the beneficiaries of the Trust in finalizing, or attempting to finalize, the leases.

Rule 4.2: Communication with Person Represented by Counsel

- 30. The facts set forth at ¶¶ 1-25 above are incorporated by reference.
- 31. Rule 4.2 states as follows:

In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order. An otherwise unrepresented party to whom limited representation is being provided or has been provided in accordance with Rule 1.2(f)(1) is considered to be unrepresented for purposes of this Rule, except to the extent the limited representation lawyer provides other counsel written notice of a time period within which other counsel shall communicate only with the limited representation lawyer.

- 32. Mr. Dewhurst's communications with Mary Anne Cannell about the law firm and outfitters store leases, as set forth herein, violated Rule 4.2 because he knew she was represented by counsel at the time of such communications.

Rule 8.4(a): General Rule

- 33. Having found the foregoing violations, there is clear and convincing evidence that Mr. Dewhurst's conduct, as described herein, violated N.H. R. Prof. Conduct 8.4(a).

C. Recommended Sanction

34. The Attorney Discipline Office and Mr. Dewhurst jointly agree that a Public Censure with conditions is the appropriate sanction in this matter. This sanction would serve the purposes of attorney discipline.
35. Both case law and the American Bar Association's *Standards for Imposing Lawyer Sanctions* (2005) ("*Standards*") support this sanction.
36. 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).
37. 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.
38. 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”).

39. Under the first prong of the analysis, Mr. Dewhurst violated duties owed to a client.
40. With respect to Mr. Dewhurst’s mental state under the second prong of the sanction analysis, the parties agree that Mr. Dewhurst’s mental state was knowing, in that he was aware of attendant circumstances, including the facts that he was Trustee of the CCT, that he thereafter became a potential tenant, and then an actual tenant, of property owned by the CCT while still Trustee, that he moved into the Plaza Property without a signed lease, and that he knew the Cannell Sisters had outside counsel to advise them regarding the lease, but thereafter communicated directly with Mary Anne Cannell, a represented person.
41. The third prong of the sanction analysis requires an assessment of the actual or potential injury caused by Mr. Dewhurst’s misconduct.
42. Mr. Dewhurst’s conduct injured the Cannell Sisters in that they did not receive the full benefit of their lawyer’s advice regarding the law office lease prior to entering into it (this potentiality also existed for the outfitter store lease, but for the breakdown in the relationship in October

2019, which prevented the parties from signing a lease). Mr. Alkalay states that had he been able to advise the Cannell Sisters via direct communications with Mr. Dewhurst, he would have further pursued his objection to having Mr. Dewhurst move in without a security deposit in place and without common area maintenance fees finalized.

43. The parties agree that the baseline sanction in this matter is a suspension as set forth further below.

44. Mr. Dewhurst's 1.7 rule violation implicates Section 4.3 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 conflicts of interest:

4.31 Disbarment is generally appropriate when a lawyer, without the informed consent of client(s):

- (a) engages in representation of a client knowing that the lawyer's interests are adverse to the client's with the intent to benefit the lawyer or another, and causes serious or potentially serious injury to the client; or
- (b) simultaneously represents clients that the lawyer knows have adverse interests with the intent to benefit the lawyer or another, and causes serious or potentially serious injury to a client; or
- (c) represents a client in a matter substantially related to a matter in which the interests of a present or former client are materially adverse, and knowingly uses information relating to the representation of a client with the intent to benefit the lawyer or another, and causes serious or potentially serious injury to a client.

4.32 Suspension is generally appropriate when a lawyer knows of a conflict of interest and does not fully disclose to a client the possible effect of that conflict, and causes injury or potential injury to a client.

4.33 Reprimand is generally appropriate when a lawyer is negligent in determining whether the representation of a

client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client.

4:34 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes little or no actual or potential injury to a client.

(emphasis added).

45. Mr. Dewhurst's conduct in this matter, when considered under *Standard* 4.32, would call for a baseline sanction of suspension.

46. Mr. Dewhurst's 4.2 rule violation implicates Section 6.3 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 attempts to influence a judge, juror, prospective juror or other official by means prohibited by law:

6.31 Disbarment is generally appropriate when a lawyer:

- (a) intentionally tampers with a witness and causes serious or potentially serious injury to a party, or causes significant or potentially significant interference with the outcome of the legal proceeding; or
- (b) makes an ex parte communication with a judge or juror with intent to affect the outcome of the proceeding, and causes serious or potentially serious injury to a party, or causes significant or potentially significant interference with the outcome of the legal proceeding; or
- (c) improperly communicates with someone in the legal system other than a witness, judge, or juror with the intent to influence or affect the outcome of the proceeding, and causes significant or potentially significant interference with the outcome of the legal proceeding.

6.32 Suspension is generally appropriate when a lawyer engages in communication with an individual in the

legal system when the lawyer knows that such communication is improper, and causes injury or potential injury to a party or causes interference or potential interference with the outcome of the legal proceeding.

- 6.33 Reprimand is generally appropriate when a lawyer is negligent in determining whether it is proper to engage in communication with an individual in the legal system, and causes injury or potential injury to a party or interference or potential interference with the outcome of the legal proceeding.
- 6.34 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in improperly communicating with an individual in the legal system, and causes little or no actual or potential interference with the outcome of the legal proceeding.

(emphasis added).

47. Mr. Dewhurst's conduct in this matter, when considered under *Standard* 6.32, would call for a baseline sanction of suspension.
48. The baseline sanction must be considered in light of any aggravating and mitigating factors. *E.g., Conner's Case*, 158 N.H. at 303.
49. In this case there is one aggravating factor present – Mr. Dewhurst's substantial experience in the practice of law. *See Standards* § 9.22.
50. Mitigating factors outweigh aggravating factors in this matter, and include the absence of prior discipline (34 years of practice), full and free disclosure to the ADO, a cooperative attitude in proceedings, and remorse. *See Standards* § 9.32.
51. The parties agree that given the baseline sanction, and consideration of aggravating and mitigating circumstances, a public censure with

conditions serves the purposes of discipline and is an appropriate sanction in this case.

52. This sanction is proportional to discipline imposed in other cases involving conflicts of interest. *See. e.g., Brouillard, Philip A. advs. John J. Moynihan - #10-003 (March 16, 2011); Brown, Darrin R. advs. ADO - #17-010 (April 17, 2018) and Chrystal, Deanne M. advs. ADO - #12-032 - #12-032 (February 20, 2015).*

D. Conditions of Imposed Discipline and Procedures For Alleged Violation of Conditions

53. Mr. Dewhurst agrees to comply with the following conditions for one year, which shall begin on the date the Professional Conduct Committee accepts this Stipulation:
- a. Respondent shall complete six (6) additional hours of CLE requirements in the subject of conflict of interest in the area of estate and trust work, or other CLEs as approved by the ADO, beyond the minimum required by the New Hampshire Bar Association.
 - b. Respondent shall pay the expenses incurred by the Professional Conduct Committee in connection with this investigation and prosecution, and if unable to pay in lump sum, shall agree to some form of payment plan with the PCC within 60 days of receiving an invoice from the PCC.

c. Respondent will engage in no professional misconduct during the one-year period.

54. If it is alleged that Mr. Dewhurst violated any of the conditions enumerated at Paragraph 53(a)-(b) above, the following shall apply:

- a. Upon motion by Disciplinary Counsel, the Professional Conduct Committee may determine whether any of the conditions enumerated at Paragraph 53(a)-(b) has been violated. If it determines that a condition has been violated, the Committee shall impose a six-month 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 53(a)-(b) of this Stipulation has been violated. During such hearing, it shall be the burden of Disciplinary Counsel to demonstrate by a preponderance of evidence that a condition listed in Paragraph 53(a)-(b) has been violated.
- c. If a Hearing Panel determines that a condition has been violated, the Panel shall impose a six-month 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.

55. If a new grievance or referral is filed against Mr. Dewhurst during the one-year period of monitoring, thus implicating the condition at Paragraph 53(c), the following shall apply:

- a. So long as a grievance or referral is filed within the one-year period of monitoring (“the subsequent proceeding”), and the alleged misconduct occurred, at least in part, during the one-year period, the six-month suspension shall be imposed at such time as there is a finding of misconduct in the subsequent proceeding, even if such finding occurs beyond the one-year period of monitoring.
- b. Pending the final resolution of the subsequent proceeding, the matter underlying this Stipulation shall not be closed.
- c. If the conditions of Paragraph 53 have been met, Mr. Dewhurst 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.
- e. Nothing herein shall be construed to limit prosecution of any new grievance or referral involving conduct of Respondent occurring during the one-year period of monitoring.
- f. If a grievance or referral is filed within the one-year period of monitoring, Mr. Dewhurst shall provide written notice to

Disciplinary Counsel within thirty (30) days of receipt of notice of the grievance or referral, *time being of the essence*, along with supporting information or documentation.

E. Costs

56. Subject to the PCC's approval of Mr. Dewhurst's Stipulation, Mr. Dewhurst 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. Dewhurst.

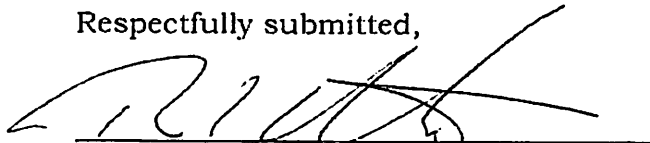
F. Effect of Stipulation

57. Mr. Dewhurst 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).
58. Mr. Dewhurst 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
59. Mr. Dewhurst has been represented by counsel in reaching this Stipulation and, he is fully aware of the consequences of the Stipulation.

60. Mr. Dewhurst knowingly and intelligently waives his right to a hearing.


Respectfully submitted,

Dated: Sept 1, 2021




Thomas E. Dewhurst, Esquire
Respondent

Dated: September 7, 2021

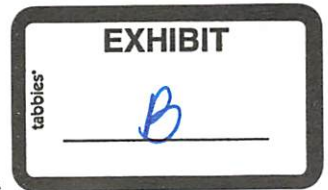


Michael D. Ramsdell, Esquire
Counsel for Respondent

Dated: 9-8 2021



Sara S. Greene, Esquire
Disciplinary Counsel



**NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE**

Dewhurst, Thomas E.

advs.

Attorney Discipline Office

#20-019

**AGREEMENT TO PAY COSTS
OF DISCIPLINARY MATTER**

1. Subject to the Professional Conduct Committee's approval of the Stipulation of Facts, Rule Violations, and Sanction in the above matter, I agree to pay the expenses incurred by the Committee in the investigation and enforcement of this disciplinary matter. *See* Sup. Ct. R. 37(19)(b). Costs can include, but are not limited to: mileage, stenographers, transcripts, copying, inventory, audit expenses and publication.
2. As of August 30, 2021, I have been informed that costs are \$83.67. I understand that if the matter results in a sanction, there could be publication costs added to the above amount.
3. I am aware that the Professional Conduct Committee will not issue an invoice until the final disposition in this matter.
4. Should further costs accrue in this disposition of this matter, I understand that the Committee will bill me for these costs. If I dispute the bill, I will notify the Committee of the specific nature of the dispute in

writing within thirty days of my receipt of the bill. I understand that the Committee will consider the disputed item and issue a written decision. If I do not notify the Committee that I dispute the bill, payment will be due upon its receipt.

5. I waive the provisions of Supreme Court Rule 37(19)(b) regarding any further detail of the nature and amount of each expense, and I also waive formal demand for payment.
6. I understand and agree that the assessment of costs is deemed final and shall have the full force and effect of a civil judgment. As a result, it may be enforced in any Superior Court in New Hampshire.
7. The Committee may file a copy of the final assessment with the superior court in any county in the state, where it shall be docketed as a final judgment and shall be subject to all legally-available post-judgment enforcement remedies and procedures. See Sup. Ct. R. 37(19)(c).
8. I also agree to be responsible for all costs incurred as a result of the Attorney Discipline Office's collection efforts.

Respectfully submitted,

Dated: Sept 1, 2021


Thomas E. Dewhurst, Esquire
Respondent

NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE

a committee of the attorney discipline system

Stephanie C. Hausman, Chair
Caroline K. Leonard, Vice Chair
Kathleen M. Ames, * Vice Chair
*non-attorney member
Barbara J. Guay, Legal Assistant

Dewhurst, Thomas advs. ADO - #20-019

ORDER

On November 19, 2021, the Committee issued a Public Censure With Conditions in the above-captioned matter. On September 26, 2022, Disciplinary Counsel confirmed that Attorney Dewhurst has satisfied the terms and conditions set forth in the Public Censure.

Based on the above, this matter is now closed.

December 1, 2022

/s/ Stephanie C. Hausman
Stephanie C. Hausman
Chair

cc: Sara S. Greene, Esquire
Michael D. Ramsdell, Esquire