

New Hampshire Supreme Court
Professional Conduct Committee

a committee of the attorney discipline system

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Stephanie C. Hausman, Esq., Chair
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Wellman-Ally, Lisa A. advs. Attorney Discipline Office - #22-008

Recommendation: Disbarment and Order on Costs

On April 18, 2023, the Professional Conduct Committee deliberated the Stipulation to Disbarment and the Agreement to Pay Costs in the above matter.

The Committee voted to approve the Stipulation to Disbarment, based on the stipulated facts and rule violations as set forth in the Stipulation, and recommends to the Court that the Respondent be disbarred.

The Committee voted to approve the Agreement to Pay Costs of Disciplinary Matter.

Date: April 20, 2023

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

cc: Sara S. Greene, Disciplinary Counsel
Lisa A. Wellman-Ally

NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE

Wellman-Ally, Lisa A.

advs.

Attorney Discipline Office

#22-008

STIPULATION TO DISBARMENT

NOW COMES Sara S. Greene, Disciplinary Counsel of the New Hampshire Supreme Court Attorney Discipline Office (ADO) along with Lisa A. Wellman-Ally, Esquire, and stipulates as follows:

A. Facts

1. Lisa A. Wellman-Ally ("Ms. Wellman-Ally") is an attorney licensed to practice law in New Hampshire. Ms. Wellman-Ally was admitted to the New Hampshire Bar on October 28, 2002.
2. Ms. Wellman-Ally has also been admitted to practice law in Vermont (admitted on June 16, 2003) and in New York (admitted in 1990). She is currently on active status in both states.
3. At all times material to this proceeding, Ms. Wellman-Ally practiced law at Wellman-Ally Law, PLLC, 98 Charlestown Road, Suite 1, Claremont, NH 03743.
4. Ms. Wellman-Ally has a prior disciplinary history. She was issued a public censure for violations of Rules 1.1, 1.3, 1.4 and 8.4(a) on

December 11, 2018 in the matter *Wellman-Ally, Lisa A. advs. ADO - #18-027*. In addition, a six-month suspension, stayed for one year with conditions, for violations of Rules 1.2, 1.4, 3.4 and 8.4(a) was issued on February 19, 2021 in *Wellman-Ally, Lisa A. advs. ADO - #20-003/ #20-013*.

5. By order of the Supreme Court dated February 21, 2023, Ms. Wellman-Ally was suspended on an interim basis. *In the Matter of Lisa A. Wellman-Ally, Esquire, LD-2023-0004*.
6. Ms. Wellman-Ally remains suspended and has not practiced law since her interim suspension took effect.
7. This disciplinary matter was initiated by a court referral dated August 8, 2022, which reported that Ms. Wellman-Ally had issued two checks to the Keene District Court for filing fees which were returned for insufficient funds.
8. Following its investigation into the referral, the ADO pursued a summary suspension pursuant to Rule 37(9-B) because Ms. Wellman-Ally had engaged in "serious misconduct which pose[d] an immediate and substantial threat of serious harm to the public or the integrity of the legal profession," including being significantly out of trust in two client matters, engaging in commingling, and dishonesty to third parties and the ADO.
9. Ms. Wellman-Ally ultimately assented to the summary suspension. The ADO filed the Assented-to Petition for Summary Suspension Pursuant to

Rule 37(9-B) on February 17, 2023. The petition is attached hereto as

Exhibit A:

10. The petition sets forth in detail the conduct that led to the summary suspension. That conduct is not set forth herein but is incorporated by reference for the Committee's review so that the Committee may review the facts and rule violations justifying the sanction of disbarment.
11. On February 21, 2023, the Supreme Court suspended Ms. Wellman-Ally and appointed inventory counsel.
12. Ms. Wellman-Ally remains suspended on an interim basis.

██████████ Revocable Trust Matter

13. After the summary suspension order issued, the ADO continued its investigation. In the course of that investigation, the ADO requested bank records for the ██████████ Revocable Trust ("the Trust"), of which Ms. Wellman-Ally is Trustee.
14. The Trust was created by funds from ██████████, father of N ██████████ ██████████. Mr. ██████████ was a long-time client of Ms. Wellman-Ally's and a family friend.
15. Ms. Wellman-Ally drafted the Trust documents, which were executed on May 29, 2015. She was the Trustee from that date until her suspension from the practice of law.
16. In June and August of 2015, Ms. Wellman-Ally deposited a total of \$64,000 into the Trust's bank account ending in XXXX-2223 at Claremont Savings Bank.

17. Sometime in 2016, Mr [REDACTED] agreed that Ms. Wellman-Ally could borrow \$5,000 from the Trust. She withdrew this amount via check number 1007 on June 16, 2016. Mr [REDACTED] later agreed to a second loan for \$6,000, which Ms. Wellman-Ally withdrew from the Trust via check number 1012 on February 10, 2017.
18. Ms. Wellman-Ally drafted a Promissory Note dated February 10, 2017 which noted that the \$11,000 loan would be payable at 4% interest, with 36 monthly payments of \$351.38, and the first payment due on June 1, 2017. **Exhibit B**
19. In engaging in this business transaction with her client, Ms. Wellman-Ally did not comply with any of the written, informed consent requirements of Rule 1.8(a), which prohibits business transactions with clients except under very specific circumstances as set forth further herein.
20. In addition, Ms. Wellman-Ally did not pay the Trust back as agreed under the Promissory Note. She did not begin payments on June 1, 2017 as per the Promissory Note. She made only two payments on the loan, and did not pay back the bulk of loan until well into the ADO's investigation.
21. On January 23, 2023, Ms. Wellman-Ally deposited \$10,000 into the Trust. The only other payment she made before that time was for \$1,500 on August 29, 2017. She thus paid a total of \$11,500 on the loan for \$11,000, presumably roughly calculating \$500 as interest on the loan.

22. This amount does not reflect the total amount she owes the Trust, however, because Ms. Wellman-Ally took over six years to pay back the loan. At 4% interest, Ms. Wellman-Ally, as of January 23, 2023 (the date of her final payment), would have owed the Trust \$2,191.96 in interest.

B. Rule Violations

23. In the Assented-To Petition, Ms. Wellman-Ally agreed that her conduct violation the following Rules:
- a. Rule 1.4 (Client Communications)
 - b. Rule 1.15 and Sup. Ct. Rules 50 (Safekeeping Property)
 - c. Rule 3.3 (Candor Toward the Tribunal)
 - d. Rule 4.1 (Truthfulness in Statements to Others)
 - e. Rule 8.1 (Bar Admission and Disciplinary Matters)
 - f. Rule 8.4(c) (Deceit)
 - g. Rule 8.4(a) (Violating the Rules of Professional Conduct)
24. As to the [REDACTED] Trust Matter, Ms. Wellman-Ally also violated Rule 1.8(a).

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

25. 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.
26. Ms. Wellman-Ally violated Rule 1.8(a) because she did not disclose in writing to Mr. [REDACTED] the desirability of seeking independent counsel to give legal advice about the loans to Ms. Wellman-Ally.
27. Ms. Wellman-Ally violated Rule 1.8(a) because she did not obtain Mr. [REDACTED] informed consent, in a writing signed by him, to the essential terms of the transaction and to Ms. Wellman-Ally's role in the transaction.

C. Sanction Analysis

28. Both case law and the American Bar Association's *Standards for Imposing Lawyer Sanctions* (2005) ("*Standards*") support this sanction.
29. 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).

30. 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 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.
31. 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").
32. Under the first prong of the analysis, Ms. Wellman-Ally violated duties owed to her clients, to the public and to the system.
33. With respect to Ms. Wellman-Ally's mental state under the second prong of the sanction analysis, the parties agree that Ms. Wellman-Ally's mental state was intentional.

34. The third prong of the sanction analysis requires an assessment of the actual or potential injury caused by Ms. Wellman-Ally's misconduct.
35. Ms. Wellman-Ally's conduct caused actual, serious injury. She injured her clients ██████ and ██████ who went without funds due to them for months after they began requesting their funds. Ms. ██████ had to hire and pay other counsel to get her money back. Ms. ██████ had to enlist the help of her sons, and ultimately the Claremont Police Department, before Ms. Wellman-Ally returned Mr. ██████ funds. (See Exhibit A)
36. Because Ms. Wellman-Ally was out of trust in the ██████ and ██████ matters, she risked being unable to pay those clients back, and was only able to do so by replenishing her client trust account with her own funds, thereby engaging in commingling in violation of Rule 1.15.
37. Mr. ██████ was likewise injured in that he did not receive the benefit of his bargain pursuant to the Promissory Note via timely monthly payments, nor did he receive all interest due to him. While the ADO spoke with Mr. ██████ who confirmed that he authorized the loans, and is "fine with" the total amount returned to the Trust, this does not diminish the injury to him.
38. Ms. Wellman-Ally caused injury to the legal system and the profession by knowingly failing to produce the ██████ and ██████ client ledgers, despite the ADO's document requests.


39. Ms. Wellman-Ally's dishonesty to third parties in the [REDACTED] and [REDACTED] matters caused injury to the integrity of the profession and public confidence in the Bar.
40. Given Ms. Wellman-Ally's intentional state of mind and the actual, serious injury she caused, the parties agree that the following *Standards* apply, all of which set forth a baseline sanction of disbarment:
- a. *Standard 4.11* (client property);
 - b. *Standard 4.61* (dishonesty to clients);
 - c. *Standard 5.11(b)* (intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice); and
 - d. *Standard 7.1* (false submission to ADO).
41. No downward departure from this baseline sanction is appropriate. Aggravating factors include a prior disciplinary history, multiple offenses, selfish and dishonest motive, pattern of misconduct, and substantial experience in the practice of law. The sole mitigating factor is remorse. This mitigating factor, however, does not outweigh the aggravating factors.
42. Ms. Wellman-Ally agrees that disbarment is the appropriate sanction, that it serves the purposes of discipline, and that is proportional to analogous disbarment cases involving financial misconduct.

43. Ms. Wellman-Ally 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).
44. In this proceeding, Ms. Wellman-Ally waives her defenses and her right to assert that such prosecution would be barred by the statute of limitations. Ms. Wellman-Ally understands that for purposes of this proceeding that she will be bound by her representations and admissions as contained in this Stipulation and related attachments.
45. In so doing, Ms. Wellman-Ally waives any and all of her due process rights under both the state and federal constitutions on the matters pending against her, in this proceeding.
46. Ms. Wellman-Ally further waives any and all of her procedural rights under N.H. Sup. Ct. R. 37 and 37A.
47. Ms. Wellman-Ally acknowledges that the admissions of misconduct and the proposed disposition contained in this Stipulation are freely, knowingly, and voluntarily submitted; that she 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.
48. Ms. Wellman-Ally agrees to pay the costs incurred by the ADO in the investigation and pursuit of this disciplinary matter. Her agreement to pay costs is the subject of a separate agreement with the ADO.

49. Ms. Wellman-Ally understands that she has a right to obtain counsel regarding this Stipulation and, that she is fully aware of the consequences of the Stipulation.
50. Ms. Wellman-Ally knowingly and intelligently waives her right to a hearing.
51. Ms. Wellman-Ally consents to disbarment, concedes that disbarment is the appropriate sanction for his misconduct, and asks the Committee to recommend to the New Hampshire Supreme Court to impose an Order of Disbarment in this attorney discipline matter.

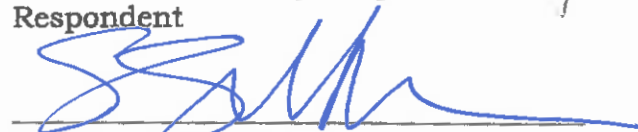
Respectfully submitted,

Dated: 3/20/ 2023



Lisa A. Wellman-Ally, Esquire
Respondent

Dated: 3/21 2023



Sara S. Greene, Esquire
Disciplinary Counsel



THE STATE OF NEW HAMPSHIRE
SUPREME COURT

In the Matter of Lisa A. Wellman-Ally, Esquire

LD-2023-

**ASSENTED-TO PETITION FOR SUMMARY SUSPENSION
PURSUANT TO RULE 37(9-B)**

The New Hampshire Supreme Court Attorney Discipline Office (ADO) respectfully petitions this Court to order the summary suspension of Lisa Wellman-Ally, Esq. from the practice of law pursuant to New Hampshire Supreme Court Rule 37(9-B). Ms. Wellman-Ally assents to this Petition.

1. Respondent's conduct merits a summary suspension under Rule 37(9-B)(a)(1) (She has "engaged in serious misconduct which poses an immediate and substantial threat of serious harm to the public or the integrity of the legal profession.")
2. Serious misconduct is defined as any misconduct involving the "mishandling or misappropriation of client or third-party property or funds" or "any other misconduct which by itself could result in suspension or disbarment." Rule 37(9-B)(b).
3. Here, Ms. Wellman-Ally mishandled client funds in two client matters, as she was out of trust in the amount of \$13,831.36 for one client and \$5,790.19 for another client. She was dishonest regarding the amounts she held in trust for these clients with third parties who sought to

intercede on these clients' behalf, and could not write checks to these clients for funds due to them without first "replenishing" her IOLTA with personal funds (i.e. commingling).

4. As of December 31, 2022, the last date for which the ADO has IOLTA bank records, Ms. Wellman-Ally's IOLTA balance was \$2,698.68. That account should be frozen, and an inventory attorney appointed, so that the status quo can be maintained while client interests are determined.

Background

5. Ms. Wellman-Ally is an attorney licensed to practice law in New Hampshire. She was admitted to the New Hampshire Bar on October 28, 2002.
6. Ms. Wellman-Ally has also been admitted to practice law in Vermont (admitted on June 16, 2003) and in New York (admitted in 1990). She is currently on active status in both states.
7. At all times material to this proceeding, Ms. Wellman-Ally practiced law at Wellman-Ally Law, PLLC, 98 Charlestown Road, Suite 1, Claremont, NH 03743.
8. Ms. Wellman-Ally has a prior disciplinary history. She was issued a public censure for violations of Rules 1.1, 1.3, 1.4 and 8.4(a) on December 11, 2018 in the matter, *Wellman-Ally, Lisa A. advs. ADO - #18-027*.
9. Ms. Wellman-Ally was issued a six-month suspension, stayed for one year with conditions for violations of Rules 1.2, 1.4, 3.4 and 8.4(a) on

February 19, 2021 in *Wellman-Ally, Lisa A. advs. ADO - #20-003/#20-013*. That matter was closed by the PCC on March 15, 2022, following Ms. Wellman-Ally's completion of conditions.

Facts: Docket No. 22-008 (Court Referral Matter)

10. This matter was initiated by way of a judicial referral dated August 8, 2022 from Larry S. Kane, Esq., the Clerk of New Hampshire Circuit Court, 8th Circuit-District Division, Keene.
11. The referral stated that two checks written by Ms. Wellman-Ally from her operating account, ending in XXXX-6954, had been returned as uncollectable due to insufficient funds.
12. The checks were for a \$125 filing fee in a landlord/tenant writ and a \$250 filing fee in family case.

ADO Investigation: Summary of Findings

13. The ADO issued a subpoena (and later, a second and third subpoena) for Ms. Wellman-Ally's operating account ending XXXX-6954 as well as her client trust account ending XXXX-6963 (IOLTA).
14. The subpoenas covered the period of January 1, 2021 to December 31, 2022.
15. In addition, the ADO requested, and Ms. Wellman-Ally produced, various client files. The ADO also requested, for all of 2022, Ms. Wellman-Ally's internal law firm records for the IOLTA required by Supreme Court Rule 50(2)(B), including individual client ledgers, the general ledger, and monthly reconciliations.

16. The bank records for the operating account ending in XXXX-6954 demonstrate that Ms. Wellman-Ally overdrew that account 33 times from April 1, 2022 to August 30, 2022. The operating account ending in XXXX-6954 was closed by Claremont Saving Bank due to multiple overdrafts on September 1, 2022. After this time period, Ms. Wellman-Ally began using her former payroll account, ending in XXXX-5516 as her operating account.
17. Ms. Wellman-Ally's internal law firm records were in disarray. No aspect of those records complies with Rule 1.15 or Supreme Court Rule 50(2)(B), as further set forth below.
18. Many of Ms. Wellman-Ally's individual client ledgers were incomplete or illegible. Most could not be corroborated by bank records, such as check images or online transfers that corresponded to the ledger by date, amount of disbursement, or by individual client designation. Ms. Wellman-Ally did not perform monthly three-way reconciliations.
19. Of the various individual client ledgers produced for the year 2022, two ledgers were absent: for clients [REDACTED] and [REDACTED].
20. As set forth further below, Ms. Wellman-Ally engaged in significant misconduct as to these two clients. She was out of trust in the [REDACTED] matter in the amount of \$13,831.36. In the [REDACTED] matter, Ms. Wellman-Ally was out of trust in the amount of \$5,790.19 and failed to return \$9,000 of Ms. [REDACTED] \$10,000 retainer for months, requiring Ms. [REDACTED] to hire counsel to demand the return of funds.

21. Ms. Wellman-Ally engaged in dishonesty as to the amount she held in trust for both of these clients, misrepresenting to two parties what the balance in trust was for these clients. Ms. Wellman-Ally refused to return funds belonging to these clients until they contacted the police department [REDACTED] or hired an attorney [REDACTED] to force the issue of the return of funds.
22. On a more general level, the bank records demonstrate that Ms. Wellman-Ally engaged in impermissible commingling of personal funds with client funds in the IOLTA, impermissible cash withdrawals from the IOLTA, as well as numerous disbursements out of the IOLTA without client designation.

[REDACTED] Matter: Out of Trust \$13,831.36

23. [REDACTED] was the beneficiary of her mother's estate. [REDACTED] [REDACTED] died on February 24, 2021. Her estate was handled by Nutter, McClennen & Fish law firm in Boston, Massachusetts ("Nutter").
24. On or around August 25, 2021, Nutter made a partial distribution of \$50,500.00, consisting of two checks, to Ms. [REDACTED] check nos. 512177 for \$500.00 and 512178 for \$50,000.00, mailing them to Ms. [REDACTED] residence in [REDACTED], Charlestown, New Hampshire 03603.
25. Ms. Wellman-Ally had handled a criminal matter for Ms. [REDACTED] husband in April of 2021 for a flat fee of \$5,000. Ms. [REDACTED] was therefore familiar with Ms. Wellman-Ally, and she delivered the checks totaling \$50,500.00 to Ms. Wellman-Ally for safe-keeping in her client

trust account. Ms. Wellman-Ally deposited the funds into her client trust account on October 28, 2021.

26. Ms. [REDACTED] was experiencing memory/early dementia symptoms as of 2021 and frequently required the help of her son, [REDACTED], in handling her affairs. Ultimately, Ms. Wellman-Ally drafted a power of attorney for [REDACTED] to hold power of attorney over [REDACTED] which was executed on August 15, 2022.
27. In January of 2022, Ms. [REDACTED] and her husband opened an account with Claremont Financial Services ("CFS"). They deposited \$100,000.00 into the account, which represented the second distribution from the estate of [REDACTED]. They worked with Ashleigh McFarland, CFP in setting up this account as a Revocable Trust. In January of 2022, the [REDACTED] informed Ms. McFarland that Ms. Wellman-Ally was holding an additional \$50,500.00 that would soon be transferred by Ms. Wellman-Ally to the new account at CFS.
28. Ms. [REDACTED] recalls asking Ms. Wellman-Ally to transfer the \$50,500.00 to the new account at CFS in early 2022 but received no reply.
29. As of April 5, 2022, the balance in Ms. Wellman-Ally's IOLTA account was \$36,668.64. She should have held, for the [REDACTED] matter alone, \$50,500.00, and was thus out of trust in that matter in the amount of \$13,831.36.
30. Having heard nothing from Ms. Wellman-Ally for several months, Ms. [REDACTED] asked her son [REDACTED] to help her get the money transferred to CFS.

██████████ therefore contacted Ms. Wellman-Ally via email on May 23, 2022 and asked, “when will the \$50,500 be transferred to my mother’s account?” Ms. Wellman-Ally did not respond. As of May 23, 2022, Ms. Wellman-Ally’s IOLTA balance was \$41,785.45.

31. When Ms. Wellman-Ally did not respond, ██████████ asked that his brother, ██████████, a Deputy Sheriff in Virginia, also reach out to Ms. Wellman-Ally. On June 8, 2022, ██████████ inquired via email, on behalf of his mother, whether Ms. Wellman-Ally had mailed the check to his mother or otherwise had deposited into the account with CFS.
32. Ms. Wellman-Ally responded on June 9, 2022: “I do have the funds. I’ve just been extremely busy and haven’t gotten a chance to send it out yet. I will do so.”
33. This was a misrepresentation, as Ms. Wellman-Ally’s IOLTA balance on this day was \$39,505.45. Ms. Wellman-Ally should have held, at all times, a minimum for the ██████████ matter of \$50,500.00.
34. In addition to this minimum amount for ██████████, by this date Ms. Wellman-Ally should have also held \$9,000.00 on behalf of a client named ██████████, as set forth further below. Ms. Wellman-Ally’s IOLTA balance as of June 9, 2022, at a minimum, for the ██████████ and ██████████ matters alone, should have been \$59,500.00. She was thus out of trust in her IOLTA a total of \$19,994.55 in these two matters as of June 9, 2022.
35. ██████████ emailed Ms. Wellman-Ally again on June 9, 2022 asking,

“have you been able to get the check over to my mother’s account yet?” Ms. Wellman-Ally did not respond. On this date, however, she transferred \$5,000 from her operating account ending XXXX-6954 into the IOLTA, thereby engaging in commingling of her personal funds with client funds.

36. ██████████ emailed Ms. Wellman-Ally again on June 14, 2022, asking if he could “stop by and grab the check.” Ms. Wellman-Ally did not respond. He stopped by her office during business hours, but no one was present. Phone calls to Ms. Wellman-Ally’s law firm phone number rang repeatedly, but no one picked up and no voicemail option was present.

37. Given the lack of communication and unreasonable delay in producing their mother’s funds, ██████████ contacted the Claremont police department on July 1, 2022. Officer Haydan M. Parker spoke with Ms. Wellman-Ally on July 11, 2022 asking about the funds. On this date, the balance in the IOLTA was \$44,645.45. Ms. Wellman-Ally told Officer Parker that the funds “had been placed into a trust account.”

38. Ms. Wellman-Ally finally wrote a check to J ██████████ for \$50,500 on August 1, 2022. She was only able to do this after making an online transfer of \$2,000.00 from her operating account ending in XXXX-6954 on August 2, 2022, which brought her IOLTA balance up to \$52,594.46.

██████████ Matter: Out of Trust \$5,790.19

39. On or around April 4, 2022, ██████████ hired Ms. Wellman-Ally to

represent her in a possible wrongful death action arising out of the death of her daughter. Ms. [REDACTED] paid Ms. Wellman-Ally a \$10,000 retainer, which Ms. Wellman-Ally deposited into her client trust account the next day, April 5, 2022.

40. Thereafter, Ms. [REDACTED] terminated Ms. Wellman-Ally's services because she found Ms. Wellman-Ally did not respond to her inquiries regarding the status of the matter and work performed. In late July, Ms. [REDACTED] called Ms. Wellman-Ally terminating her services and requesting the return of her retainer. This is the same time frame during which the [REDACTED] through [REDACTED] and [REDACTED] were requesting the return of [REDACTED] funds.
41. Ms. [REDACTED] repeatedly called Ms. Wellman-Ally, but no one answered at the law office phone number. As of July 30, 2022, the balance in the IOLTA was \$50,844.46.
42. Ms. [REDACTED] continued her efforts to reach Ms. Wellman-Ally throughout August and September. Ms. Wellman-Ally never responded. Ms. [REDACTED] had never received an invoice or bill for work performed on her matter.
43. After contacting the New Hampshire Bar Association referral service, Ms. [REDACTED] hired David Gottesman, Esq. on or around October 3, 2022, for the sole purpose of obtaining her retainer from Ms. Wellman-Ally.
44. Mr. Gottesman immediately attempted to reach Ms. Wellman-Ally via email and phone on that date, but Ms. Wellman-Ally's phone number

was not functional and did not ring to an answering machine or office. Therefore, on October 3, 2022, Mr. Gottesman wrote a letter to Ms. Wellman-Ally and sent it via Federal Express. It described his difficulty in reaching Ms. Wellman-Ally by phone or email and stated that her services were terminated. The letter demanded that within 48 hours Ms. Wellman-Ally provide an accounting of services provided and a check for any unearned retainer.

45. Ms. Wellman-Ally responded via email on October 4, 2022, stating, "I received your message. I will get info together and send her back the balance of her retainer." Mr. Gottesman responded that the check should be sent to him, as Ms. [REDACTED] attorney. He further stated "[w]hat is the balance in your trust account held for her at this time?"

46. On October 4, 2022, Ms. Wellman-Ally responded to Mr. Gottesman via email and stated, "balance is \$9,000 and I will be sending the check an [sic] breakdown for you."

47. This was a misrepresentation. The starting balance in October 2022 for Ms. Wellman-Ally's IOLTA was \$3,209.83. She was therefore out of trust in Ms. [REDACTED] matter \$5,790.19.

48. Ms. Wellman-Ally knew that her former client was demanding the unearned retainer and had hired counsel to ensure that this occurred. However, Ms. Wellman-Ally lacked the funds in her IOLTA to disburse the \$9,000 that belonged to Ms. [REDACTED] Therefore, she began an effort to "backfill" her IOLTA prior to writing the check to Ms. [REDACTED] Ms.

Wellman-Ally accomplished this by engaging in commingling and unauthorized cash deposits.

49. By October 4, 2022, following two deposits made that day totaling \$3,250.00, the IOLTA balance was \$6,959.83. Her statement to Mr. Gottesman that she was holding \$9,000 in trust for Ms. [REDACTED] was false. Moreover, one of the deposits made on October 4, 2022 was an internet transfer of \$3,000 from Ms. Wellman-Ally's operating account ending XXX5516, i.e. impermissible commingling. In addition, on October 7, 2022, Ms. Wellman-Ally deposited \$1,000 in cash into the IOLTA, without any individual client designation.
50. A week passed and Mr. Gottesman had not received the check. He emailed Ms. Wellman-Ally again on October 11, 2022 asking about the status of the matter. Ms. Wellman-Ally stated that the check was in the mail.
51. As of October 11, 2022, however, her IOLTA balance was only \$8,609.83. She needed more of her personal funds in order to write a \$9,000 check to Ms. [REDACTED]. On October 11, 2022, Ms. Wellman-Ally again transferred \$1,000 into the IOLTA, via online transfer, of personal funds from her operating account ending in XXXX-5516.
52. On or around October 13, 2022, Mr. Gottesman received the check for \$9,000, as well as an invoice describing \$1,000 in legal services provided by Ms. Wellman-Ally.

53. Ms. [REDACTED] paid Mr. Gottesman \$1,000 in legal fees solely to obtain the return of her own retainer.

IOLTA Record-Keeping Violations and False Trust Account Compliance Certificates

54. Ms. Wellman-Ally did not maintain accurate individual client ledgers.
55. Ms. Wellman-Ally did not maintain an accurate general client ledger.
56. Ms. Wellman-Ally did not perform monthly reconciliations of her IOLTA.
57. Ms. Wellman-Ally engaged a bookkeeper, but often did not send bank statements for the IOLTA to the bookkeeper for months at a time. Ms. Wellman-Ally did not produce underlying client ledgers or invoices/times sheets to her bookkeeper. The bookkeeper produced work product to the ADO, but it demonstrated that without the underlying client ledgers, her “reconciliation” did not comply with Rule 50.
58. Despite being out of trust in at least two clients matters, not maintaining any of the IOLTA record-keeping required by Rule 50, and not performing monthly reconciliations, Ms. Wellman-Ally knowingly and falsely attested on her Trust Account Compliance Certifications (“TACCS”) for the time period June 1, 2021 to May 31, 2022 that: she was never out of trust in that time period, she performed monthly reconciliations, and she maintained client funds in compliance with Rule 1.15 and Rule 50.

Other IOLTA Violations: Commingling, Unauthorized Cash Withdrawals, and Multiple Deposits and Disbursements Without Client Designation

59. The bank records for the IOLTA account ending XXXX-6963, and the operating accounts ending in XXXX-6953 and XXXX-5516, demonstrate

the following instances of commingling, unauthorized cash withdrawals, and disbursements without client designation.

- A. Unauthorized cash withdrawals from the IOLTA in the amount of \$4,850.00, as follows:

Date	Amount
7/21/2021	\$400.00
2/9/2022	\$1,100.00
5/25/2022	\$1,000.00
6/23/2022	\$500.00
6/30/2022	\$150.00
7/11/2022	\$1,000.00
8/5/2022	\$400.00
8/16/2022	\$300.00
Total	\$4,850.00

- B. Online transfers into the IOLTA from the Operating ending in 6954 (commingling) in the amount of \$10,500.00, as follows:

Date	Amount
10/15/2021	\$1,000.00
5/31/2022	\$2,500.00
6/9/2022	\$5,000.00
8/2/2022	\$2,000.00
Total	\$10,500.00

- C. Online transfers into the IOLTA from the payroll account ending in 5516 (commingling), in the amount of \$4,900.00, as follows:

Date	Amount
10/4/2022	\$3,000.00
10/11/2022	\$1,000.00
10/13/2022	\$500.00
10/13/2022	\$400.00
Total	\$4,900.00

- D. Online transfers from the IOLTA without individual client designation to operating ending in 6954 in the amount of

\$34,532.00, without individual client designation, as follows:

Date	Amount
10/6/2021	\$250.00
10/12/2021	\$300.00
10/29/2021	\$250.00
11/24/2021	\$1,000.00
12/6/2021	\$600.00
12/8/2021	\$2,000.00
12/15/2021	\$500.00
12/17/2021	\$1,000.00
1/6/2022	\$502.00
1/24/2022	\$3,500.00
1/27/2022	\$250.00
2/3/2022	\$1,500.00
2/14/2022	\$300.00
4/1/2022	\$1,000.00
4/5/2022	\$1,000.00
4/5/2022	\$1,000.00
5/12/2022	\$2,000.00
5/23/2022	\$1,000.00
5/24/2022	\$500.00
5/27/2022	\$2,000.00
6/6/2022	\$280.00
6/7/2022	\$1,000.00
6/13/2022	\$500.00
6/13/2022	\$500.00
6/21/2022	\$500.00
6/21/2022	\$500.00
6/28/2022	\$1,000.00
6/29/2022	\$6,000.00
6/29/2022	\$200.00
6/29/2022	\$100.00
7/5/2022	\$300.00
7/8/2022	\$500.00
7/18/2022	\$1,000.00
7/19/2022	\$500.00
7/25/2022	\$100.00
8/1/2022	\$250.00
8/19/2022	\$750.00
8/22/2022	\$100.00
Total	\$34,532.00

E. Online transfer from the IOLTA without individual client designation

to payroll ending in 5516 in the amount of \$4,960.00, as follows:

Date	Amount
10/12/2021	\$400.00
11/19/2021	\$400.00
12/8/2021	\$350.00
4/1/2022	\$400.00
6/17/2022	\$310.00
6/24/2022	\$350.00
6/24/2022	\$250.00
7/15/2022	\$400.00
9/6/2022	\$100.00
9/21/2022	\$2,000.00
Total	\$4,960.00

Rule Violations

60. The parties agree that the conduct described above violates the following Rules:
61. Rule 1.4, for failing to keep clients ██████████ and ██████████ reasonably informed of the status of their funds held in trust.
62. Rule 1.15 and Supreme Court Rule 50, for failing to maintain accurate IOLTA records, failing to perform monthly reconciliations, being out of trust in the ██████████ and ██████████ matters, and failing to promptly turn over their funds to them upon request.
63. Rule 3.3, for filing knowingly false TACCs stating Ms. Wellman-Ally was never out of trust, performed monthly reconciliations, and was otherwise in compliance with Rule 1.15 and Supreme Court Rule 50 as to IOLTA recording-keeping.
64. Rule 4.1, for knowingly making a false statement of fact to a third person in the course of representing Ms. ██████████ and Ms. ██████████ by stating to

- ██████████ “I have the funds” and by stating to Attorney Gottesman that she was holding “\$9,000” in her trust account for Ms. ██████████
65. Rule 8.4(c) by engaging in dishonesty and misrepresentation when she misappropriated the funds of ██████████ and ██████████ by being out of trust in those matters as set forth above.
66. Rule 8.1 by knowingly failing to produce client ledgers for ██████████ and ██████████ to the ADO despite the ADO’s demand for all client ledgers for all of 2022.

Conclusion

67. This conduct demonstrates that Ms. Wellman-Ally has “engaged in serious misconduct which poses an immediate and substantial threat of serious harm to the public or the integrity of the legal profession.”
68. Ms. Wellman-Ally’s conduct violates, at a minimum, Rules 1.4, 1.15, 3.3, 4.1, 8.1, 8.4(c), 8.4(a) and Supreme Court Rule 50. This misconduct merits summary suspension under Rule 37(9-B)(a)(1).
69. Ms. Wellman-Ally’s misconduct constitutes “misconduct which by itself could result in a suspension or disbarment.” Supreme Ct. Rule 37(9-B)(b).
70. This Court should suspend Ms. Wellman-Ally summarily due to her serious misconduct.
71. Ms. Wellman-Ally assents to this Petition.

WHEREFORE, the ADO respectfully prays that this Court:

- A. Suspend Ms. Wellman-Ally and initiate further proceedings consistent with Rule 37(9-B);
- B. Order Ms. Wellman-Ally to inform all clients of her suspension, and submit an affidavit to the ADO attesting to same, no later than February 23, 2023, as set forth in Supreme Court Rule 37(13)(b),(d);
- C. Freeze Ms. Wellman-Ally's IOLTA and operating accounts and order that Ms. Wellman-Ally be enjoined from transferring, assigning, hypothecating, or in any manner disposing of or conveying any assets of clients, whether real, personal, beneficial or mixed;
- D. Appoint, in accordance with Rule 37(17), an attorney to take possession of Ms. Wellman-Ally's files and accounts, and to take such action as is necessary to protect the interests of her clients;
- E. Assess Ms. Wellman-Ally for all expenses that may be incurred by the ADO in the investigation and prosecution of this matter; and
- F. Enter such further orders as it may deem just and necessary to protect the public.

Respectfully submitted,

NEW HAMPSHIRE SUPREME COURT
ATTORNEY DISCIPLINE OFFICE

Sara S. Greene, Esquire
NH Bar ID No. 20440
4 Chenell Drive, Suite 102
Concord, New Hampshire 03301
(603) 224-5828

Dated: February 17, 2023 By: /s/Sara S. Greene
Sara S. Greene
Disciplinary Counsel

CERTIFICATE OF SERVICE

I, Sara S. Greene, Disciplinary Counsel of the New Hampshire Supreme Court Attorney Discipline Office, certify that a copy of the aforesaid "Assented-to Petition for Summary Suspension" was delivered on this 17th day of February 2023, to Lisa A. Wellman-Ally, Esquire, at Wellman-Ally Law, PLLC, 98 Charlestown Road, Suite 1, Claremont, NH 03743, by certified mail #7017 0550 0000 7121 1102, and a copy by regular mail postage prepaid and by email to wellmanally@gmail.com.

/s/Sara S. Greene

Sara S. Greene
Disciplinary Counsel



PROMISSORY NOTE

Claremont, NH

The undersigned promises to pay to [REDACTED] Trust the sum of eleven thousand dollars (\$11000.00), payable at 4% interest as follows:

- a. 36 monthly payments of \$351.38 on the 6th day of each month, commencing June 1, 2017 until paid in full.;

If the maker remains in default after fifteen days from the due date, the entire balance shall be due and payable.

In the event the holders shall institute any action for the enforcement of the collection of the monies due on this Note, each and every maker, endorser and guarantor hereof agrees to pay all costs and expenses of such action and reasonable attorney's fees to the extent permitted by law.

No delay or omission on the part of the holders in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion. No single or partial exercise of any power hereunder or under said real estate Mortgage shall preclude other or future exercise thereof or the exercise of any other right.

Dated February 14 2017


Lisa A. Wellman-Ally