

New Hampshire Supreme Court
Professional Conduct Committee

a committee of the attorney discipline system

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*non-lawyer member

Olson, Kurt S.

advs.

Attorney Discipline Office

#25-003

ORDER ON REQUEST TO RESIGN

On March 17, 2026, the Professional Conduct Committee deliberated this matter. The Committee voted to approve the Respondent's request to resign.

Dated: March 17, 2026

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

cc: Elizabeth M. Murphy, Assistant Disciplinary Counsel (via electronic mail)
Kurt S. Olson, Esquire (via electronic mail)
Simon R. Brown, Esquire (Counsel for Mr. Olson) (via electronic mail)
Laurie Ortolano (via electronic mail)

**NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE**

#2025-003

OLSON, KURT S.
ADVS.
ATTORNEY DISCIPLINE OFFICE

**RESPONDENT'S REQUEST TO RESIGN UNDER SUPREME COURT RULE 37(11),
WITHOUT OBJECTION BY THE ATTORNEY DISCIPLINE OFFICE**

Respondent Kurt S. Olson moves to resign as a member of the New Hampshire Bar, pursuant to Supreme Court Rule 37(11).

1. Respondent was summarily suspended by the Supreme Court on January 29, 2026. See In the Matter of Kurt S. Olson, Esquire, No. LD-2026-0003.
2. Respondent has since complied with the conditions of the Supreme Court's January 29, 2026 Order.
3. Respondent has executed an Affidavit in Support of Resignation, which is attached to this pleading. The Affidavit contains all the information required by Supreme Court Rule 37(11).
4. Respondent waives confidentiality with respect to this matter and the contents of his attached Affidavit.
5. Respondent agrees to reimburse the Attorney Discipline Office for the costs incurred in the investigation of this matter.
6. The Attorney Discipline Office authorized Respondent's counsel to report, here, that it has no objection to this Request, though the ADO will file its own pleading on the topic.

WHEREFORE, Respondent asks the Committee to file his Affidavit with the Court along with its recommendation that he be allowed to resign.

KURT S. OLSON

By his attorneys,

PRETI FLAHERTY BELIVEAU
& PACHIOS, PLLP

Dated: March 10, 2026

/s/ Simon R. Brown

Simon R. Brown, NH Bar #9279

57 No. Main Street

P.O. Box 1318

Concord, NH 03302-1318

(603) 410-1557

sbrown@preti.com

CERTIFICATE OF SERVICE

A copy of the foregoing *Respondent's Request to Resign* was delivered by electronic mail to Elizabeth M. Murphy, Esq. on this 10th day of March 2026.

/s/ Simon R. Brown

Simon R. Brown, NH Bar #9279

NEW HAMPSHIRE SUPREME COURT
PROFESSIONAL CONDUCT COMMITTEE

#2025-003
OLSON, KURT S.
ADVS.
ATTORNEY DISCIPLINE OFFICE

**RESPONDENT KURT S. OLSON'S
AFFIDAVIT IN SUPPORT OF RESIGNATION**

Respondent, having been duly sworn, testifies to the following:

1. I was summarily suspended by this Court on January 29, 2026. See attached Order in this matter, attached as **Exhibit A**.
2. I wish to resign as a member of the New Hampshire Bar, pursuant to Supreme Court Rule 37(11).
3. My decision is made freely and voluntarily. I am under no coercion or duress in making this decision. I am fully aware of the implications of submitting this request.
4. I am aware that there is presently pending an investigation into allegations that I have been guilty of misconduct, as set forth in the Attorney Discipline Office Petition for Summary Suspension filed on January 27, 2026, which is attached as **Exhibit B**. The ADO's Petition arose out of a complaint docketed as *Olson, Kurt. S. advs. Attorney Discipline Office, #2025-003*.
5. I acknowledge that the material facts upon which the Petition is predicated are true.
6. I submit this resignation because I believe the charges contained in the Petition cannot be successfully defended.


Dated: March 9, 2026



KURT S. OLSON

CERTIFICATE OF SERVICE

A copy of the foregoing *Respondent Kurt S. Olson's Affidavit in Support of Resignation* was delivered by electronic mail to Elizabeth M. Murphy, Esq. on this 10th day of March 2026.



Simon R. Brown
(NH Bar #9279)

Exhibit A

THE STATE OF NEW HAMPSHIRE

SUPREME COURT

ORDER

LD-2026-0003, In the Matter of Kurt S. Olson, Esquire

On January 27, 2026, the Attorney Discipline Office (ADO) filed a petition for the summary interim suspension of the respondent, Kurt S. Olson, from the practice of law. The petition relies on Supreme Court Rule 37(9-B)(a)(1) as authority for the summary suspension.

Rule 37(9-B)(a)(1) authorizes the court to suspend an attorney summarily when the ADO alleges that the attorney 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.” “Serious misconduct” is any misconduct “involving (1) mishandling or misappropriation of client or third party property or funds or (2) any other misconduct which by itself could result in a suspension or disbarment.” Rule 37(9-B)(b). An attorney who is suspended summarily without a hearing is entitled, upon request, to a prompt post-suspension hearing. See Rule 37(9-B)(f).

The petition alleges that Attorney Olson “has admitted to accepting flat fees [from a former client] in amounts of \$25,000 and \$70,000 and depositing both payments directly into his operating account prior to earning those fees,” and using those funds for personal expenses or personal business. The petition asserts that Attorney Olson, who continues to practice law at a firm in New Hampshire, stated to the ADO that “his practice is operated primarily using flat-fee agreements, which he routinely deposits into his operating account.” According to the petition, Attorney Olson “has admitted to the ADO that he does not keep accounting records, does not perform monthly reconciliations, and has filed false trust accounting certificates” under Supreme Court Rules 50 and 50-A.

The petition alleges that Attorney Olson has violated the following Rules of Professional Conduct, among others: Rule 1.5, which prohibits a lawyer from charging or collecting an unreasonable fee; Rule 1.15(a), which requires a lawyer to hold clients’ property separate from the lawyer’s own property, in accordance with Supreme Court Rule 50, and 1.15(c), which provides that 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”; and Rule 3.3, which requires candor to the tribunal, including when filing trust accounting certificates under Supreme Court Rule 50-A.

Based on the ADO's allegations and the documents attached to the petition, the court determines that Attorney Olson has engaged in "serious misconduct" by mishandling or misappropriating client funds and by engaging in other misconduct which by itself could result in a suspension or disbarment. The court further determines that the alleged "serious misconduct" poses an immediate and substantial threat of serious harm to the public or the integrity of the legal profession because, without a suspension, Attorney Olson would continue to practice law. Accordingly, it is hereby ordered:

- (1) In accordance with Rule 37(9-B), Attorney Kurt S. Olson is summarily suspended from the practice of law in New Hampshire on an interim basis pending further order of this court.
- (2) A copy of the ADO's petition and this order shall be served on Attorney Olson by first-class and certified mail at the latest address that Attorney Olson provided to the New Hampshire Bar Association.
- (3) Attorney Olson is enjoined from further use of his IOLTA and operating accounts. He is further enjoined from transferring, assigning, hypothecating, or in any manner disposing of or conveying any assets of clients, whether real, personal, beneficial or mixed.
- (4) On or before February 3, 2026, Attorney Olson may request a hearing on the issue of whether the summary suspension should be lifted. See Rule 37(9-B)(f). The hearing will be promptly scheduled.
- (5) On or before February 6, 2026, Attorney Olson shall inform his clients in writing of his suspension from the practice of law and of his inability to act as an attorney, and shall advise them to seek other counsel. See Rule 37(13). Attorney Olson shall file an affidavit on or before February 27, 2026, stating that he has complied with this requirement. A copy of the affidavit shall be sent to the ADO.

Pursuant to Rule 37(17), the court appoints Attorney Andrea Q. Labonte, ADO Assistant General Counsel, to take immediate possession of the client files and operating, trust and other fiduciary accounts of Attorney Olson, and to take the following actions:

- (1) Attorney Labonte shall notify all banks and other entities where Attorney Olson has trust or fiduciary accounts and operating

accounts of Attorney Olson's suspension from the practice of law and of Attorney Labonte's appointment by the court.

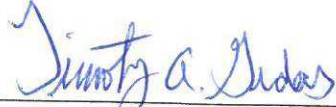
- (2) Attorney Labonte shall, to the extent that she deems necessary, notify Attorney Olson's clients of his suspension, inform them of any scheduled hearings, advise them to obtain the services of other lawyers of their choice, and advise them how they or their new attorneys may obtain their files. Attorney Labonte shall not, however, undertake the representation of any of Attorney Olson's clients.
- (3) Attorney Labonte shall, to the extent that she deems necessary, notify the courts in which any hearings are scheduled in the near future of Attorney Olson's suspension.
- (4) Attorney Labonte shall prepare an inventory of Attorney Olson's client files and shall file a copy of the inventory with this court on or before March 16, 2026, together with a report of her actions taken under this order and recommendations as to what further actions should be taken.
- (5) If Attorney Olson was in possession of any client funds or property, Attorney Labonte may file an appropriate motion requesting authority to distribute them.

Attorney Olson is ordered to cooperate with Attorney Labonte in performing the tasks as directed by the court. The expenses of Attorney Labonte shall be paid in the first instance from the funds of the attorney discipline system, which may seek reimbursement from Attorney Olson.

MacDonald, C.J., and Donovan, Countway, and Gould, JJ., concurred.

DATE: January 29, 2026

ATTEST:


Timothy A. Gudas, Clerk

Distribution:
Andrea Q. Labonte, Esq.
Simon R. Brown, Esq.
Kurt S. Olson, Esq.
File

Exhibit B

THE STATE OF NEW HAMPSHIRE
SUPREME COURT

In the Matter of Kurt S. Olson Esquire

LD-2026-

PETITION FOR SUMMARY SUSPENSION FROM THE
PRACTICE OF LAW PURSUANT TO SUPREME COURT RULE
37(9-B)(a)(1) FOR “SERIOUS MISCONDUCT”

The New Hampshire Supreme Court Attorney Discipline Office (“ADO”) respectfully petitions this Court to order the summary suspension of the Respondent Kurt S. Olson, Esquire (“Mr. Olson” or “Respondent”) from the practice of law pursuant to New Hampshire Supreme Court Rule 37(9-B)(a)(1) and Supreme Court Rule 37(16)(f) (The court may suspend attorneys . . . upon such terms and conditions as the court deems necessary for the protection of the public and the preservation of the integrity of the legal profession.”). In support, the ADO states as follows:

Summary

1. Respondent’s conduct merits a summary suspension under Rule 37(9-B)(a)(1) because Mr. Olson 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. In this case, Mr. Olson has admitted to accepting flat fees in amounts of \$25,000 and \$70,000 and depositing both payments directly into his operating account prior to earning those fees, thereby, commingling and misappropriating those funds as set forth further herein.
4. Mr. Olson used the \$25,000 for personal expenses.
5. Within days of depositing the \$70,000, Mr. Olson disbursed \$65,000 of it to another attorney for purposes of a personal real estate transaction.
6. Mr. Olson has admitted to the ADO that he does not keep accounting records, does not perform monthly reconciliations, and has filed false trust accounting certificates.
7. Respondent 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.

Background

8. Mr. Olson is an attorney licensed to practice law in New

- Hampshire. Mr. Olson was admitted to practice on May 27, 1997.
9. Mr. Olson was also admitted to practice law in Massachusetts on June 20, 1996. He is currently on active status for the Massachusetts Bar.
 10. During times initially material to this proceeding, Mr. Olson practiced law at Olson & Olson, PA, 31 Franklin Rd., Salisbury, NH 03268.
 11. Mr. Olson currently practices law at Goulden Law PLLC, 486 Union Avenue, Laconia, NH 03246.
 12. Mr. Olson does not have a previous disciplinary history.

Factual Allegations

Ortolano Federal Court Matter: March 1, 2022, Fee Agreement

13. This disciplinary matter was initiated by a grievance filed by Laurie Ortolano (“Ms. Ortolano”) on January 14, 2025.
14. Ms. Ortolano raised, *inter alia*, concerns with the fee agreements that she had entered into with Mr. Olson.
15. Mr. Olson began representing Ms. Ortolano in March 2022 with respect to a civil rights case filed in federal court captioned *Ortolano v. Bolton, et. al.*, Docket 1:22-cv-00325-LM, U.S. District Court, District of New Hampshire (Concord) (“federal matter”).

16. At the outset of the representation, Mr. Olson presented Ms. Ortolano with a number of billing arrangements. Ultimately, Mr. Olson was retained on a hybrid flat fee/contingent fee basis for the federal matter. [Exhibit 1.]
17. The March 1, 2022, fee agreement (“first fee agreement”) required a flat fee of \$25,000 up front, plus a reduced contingent fee of 20%.
18. Under the terms of the agreement, should either party terminate the fee agreement, Mr. Olson would be entitled to payment for the reasonable value of his services.
19. On March 1, 2022, Ms. Ortolano’s husband, Michael Ortolano (“Mr. Ortolano”), paid Mr. Olson \$25,000 via check. Mr. Olson immediately deposited \$25,000 into his operating account at TD Bank. On March 3, 2022, the check was returned as a “charge back.” [Exhibit 2.]
20. Mr. Ortolano then electronically deposited \$25,000 directly into his TD Bank operating account ending in 0418, via “wire transfer” on March 7, 2022. [Exhibit 2.]
21. Mr. Olson admitted during a January 13, 2026 meeting at the ADO, with undersigned counsel, that once he received the \$25,000 he utilized the funds to pay bills and personal expenses, including his home mortgage.

22. In fact, as of March 4, 2022, the balance in the operating account was -\$2,265.33. After the March 7, 2022 wire deposit, the balance in the account, \$22,129.49, consisted only of the Ortolano's funds. As March 4, 2022, Mr. Olson had only earned \$388.50 based on his own billing. [Exhibit 2, 3.]
23. Between March 1 and March 14, 2022, Mr. Olson made, a total of 67 debits, issued one check and incurred bank fees totaling \$16,857.92, from the operating account.¹ [Exhibit 2; 12.]
24. However, as of March 14, 2022, Mr. Olson had only earned \$455.00 based his own billing. [Exhibit 3.]
25. On August 23, 2022, Mr. Olson filed the complaint on Ms. Ortolano's behalf in federal district court against eleven separate defendants.
26. Mr. Olson worked on the federal matter on Ms. Ortolano's behalf throughout the remainder of 2022 and into the summer of 2023.
27. Mr. Olson did not provide Ms. Ortolano with an invoice for his work on the matter.
28. The first invoice that Mr. Olson provided on the matter was provided in February 2025 in response to an inquiry from the ADO.

¹ On March 4, 2022, Mr. Olson issued a check to Peter M. Malaguti for \$4,750.00 with the notation "Ortolano." Upon information and belief, Mr. Malaguti later assisted Mr. Olson with the Ortolano litigation.

29. Mr. Olson provided a more comprehensive version to the ADO in January 2026. [Exhibit 3.]
30. Mr. Olson admits that he prepared and created the invoices in response to the complaint utilizing his timekeeping program (Rocket Matter), and from reviewing the file, and in response to a follow-up request from the ADO.

Flat-fee Agreement for \$70,000 in the Federal Matter

31. On September 7, 2023, Mr. Olson and Mr. Ortolano entered into an agreement entitled “Olson & Olson, P.A. Flat-Fee Agreement.”
[Exhibit 4.]

In relevant part, the document provided:

Laurie Ortolano hires **Olson & Olson, P.A.** to pursue claims she may have against various parties involved in the civil conspiracy to deny her access to government documents and her right to petition the government for redress of grievances.

FLAT FEE: You have retained us on a flat-fee basis. At the outset of the representation you will pay us \$70,000.00 as the entire fee for the representation described in this agreement. This fee is earned on receipt, and it will not be deposited into our client trust account.”

. . . .

REFUND: If you terminate the representation before we have provided all legal services described in this agreement, you may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination.

. . . .

NO ADVICE REGARDING THIS FEE AGREEMENT: We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice. [Exhibit 4].

32. On September 7, 2023, Mr. Ortolano paid Mr. Olson \$70,000 via check no. 1590. [Exhibit 5.]
33. On September 8, 2023, Mr. Olson deposited the check into the Olson and Olson operating account ending in 0418 at TD Bank despite not having earned \$70,000 by that date. [Exhibit 6.]
34. Five days later, on September 13, 2023, Mr. Olson converted \$65,000 of Mr. Ortolano's \$70,000 by paying \$65,000 to Goulden Law Offices (owned by Timothy Goulden, Esq.) by check No. 101, for purposes of a personal real estate transaction the two men were contemplating. [Exhibit 7.]
35. Based on the invoices for his services that Mr. Olson produced to the ADO, as of August 25, 2023, Mr. Olson had earned, at most, \$29,695.00 in legal fees with respect to the federal matter out of the total \$95,000 the Ortolanos had paid him.
36. Mr. Olson was, therefore, out of trust in the Ortolano matter in the amount of \$65,305.00 as of August 25, 2023.
37. Mr. Olson explained in his interview with the ADO that the \$65,000 was intended to be used as a down payment for the purchase of a

building in Franklin and that Mr. Goulden intended to make the down payment.

38. Mr. Olson also represented that Mr. Goulden owed him \$5,000 for work that Mr. Olson had performed for Mr. Goulden, that upon information and belief were paid on an independent contractor basis, such as covering hearings for him.
39. Ultimately, Mr. Olson and Mr. Goulden decided not to purchase the Franklin property and instead decided to rent office space in Laconia.
40. Mr. Goulden produced copies of checks to the ADO reflecting that he deposited the \$65,000 into his operating account and returned the majority of the funds to Mr. Olson in payments made between November 8, 2023 to July 25, 2025.
41. Mr. Olson continued to work on the Federal matter until November 5, 2024 when Ms. Ortolano requested that he forward the file to successor counsel, William Aivalikles, Esq., and that Mr. Olson provide an invoice for the work he performed on the matter and a refund for any work not performed.
42. Mr. Olson did not provide an invoice to Ms. Ortolano and only provided an invoice to the ADO in response to the complaint.
43. The invoice Mr. Olson produced, on January 9, 2026 to the ADO,

reflects approximately \$102,022 worth of billed time with respect to the Federal matter. [Exhibit 3.]

44. The ADO is in the process of investigating whether this figure is accurate.

Failure to Return File

45. Ms. Ortolano requested the return of her files and original documents in November 2024.
46. Mr. Olson returned certain files in the spring of 2025, including a USB drive of documents, to successor counsel.
47. Some original documents were damaged by water.
48. Mr. Olson explained at a meeting with the ADO, that his office roof had a leak.
49. At the request of the ADO, Mr. Olson returned additional original files (specifically newspaper articles) to Ms. Ortolano on January 18, 2026.
50. These documents had also sustained water damage.

Admissions During January 13, 2026 Meeting with the ADO

51. Mr. Olson explained at a meeting with ADO undersigned counsel that his practice is operated primarily using flat-fee agreements, which he routinely deposits into his operating account. Mr. Olson's work involves primarily criminal matters.

52. Mr. Olson provided the ADO with monthly bank statements for February 2022 through September 2024 for a TD Bank IOLTA account ending in 6354); a TD Bank operating account ending in 0418; a Franklin Savings Bank IOLTA account ending in 7986; and a Franklin Savings Bank operating account ending in 3564.
53. The statements reflect retainers deposited into his operating accounts, rather than his IOLTA accounts, in amounts that range between \$500 and \$70,000.
54. Mr. Olson admitted that he does not perform monthly reconciliations of his client trust accounts.
55. On January 13 and 14, 2026, the ADO issued subpoenas for Mr. Olson's client trust and other accounts at TD Bank and Franklin Savings Bank for February 1, 2022, through the present.
56. The ADO has not yet received a response to the subpoenas.

Client Trust Account Compliance Certificate

57. Mr. Olson did not perform monthly reconciliations.
58. Mr. Olson did not maintain client ledgers.
59. Mr. Olson accepted large flat fees for future work deposited directly into his operating account on at least two occasions and was "out of trust" on those matters.
60. Despite the above facts, Mr. Olson knowingly falsely reported on his

trust account compliance certificates for the reporting years covering June 1, 2021, through May 31, 2023, that he was never out of trust, was performing monthly reconciliations, and was compliant with Rule 50. [Exhibits 8-11].

61. Mr. Olson also falsely reported the existence of only the TD Bank IOLTA account during this time period, even though he also maintained an IOLTA account at Franklin Savings Bank.
62. During June 2023 to October 2024, Mr. Olson maintained client trust accounts at TD Bank and Franklin Savings Bank as evidenced by bank statements provided to the ADO.
63. Mr. Olson falsely reported on his trust account compliance certificate for the reporting year covering June 1, 2023, through May 31, 2024 that he did not maintain a NH trust account when he did in fact have an IOLTA account. [Exhibit 10].
64. Mr. Olson falsely reported on his trust account compliance certificate for the reporting year covering June 1, 2024, through May 31, 2025, that: "The attorney(s) listed were not in the private practice of law during the reporting period and did not have in their possession, or under their control, any funds or other property belonging to clients. [Exhibit 11].
65. During that time-period, Mr. Olson was engaged in the private

practice of law and did maintain the aforementioned client trust accounts.

Disciplinary Rules Violated

66. Mr. Olson's conduct in this case raises questions under the following New Hampshire Rules of Professional Conduct.

Rule 1.5: Fees

67. Allegations set forth above are incorporated by reference.

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

- (a) A lawyer shall not enter into an agreement for, charge, or collect an illegal or unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee or expenses include the following:
 - (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
 - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
 - (3) the fee customarily charged in the locality for similar legal services;
 - (4) the amount involved and the results obtained;
 - (5) the time limitations imposed by the client or by the circumstances;
 - (6) the nature and length of the professional relationship with the client;
 - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
 - (8) whether the fee is fixed or contingent.

69. Mr. Olson's deposit of a \$70,000 flat fee into his operating account, at a time when the only outstanding legal fees were approximately \$4,000, constitutes an unreasonable fee in violation of Rule 1.5.

Rule 1.15: Safekeeping Property and Supreme Court Rule 50

70. Allegations set forth above are incorporated by reference.

71. 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.

72. Mr. Olson's acceptance of large flat fees in the Ortolano matter that were deposited directly into his operating account prior to earning them violates Rule 1.15(c).

73. Mr. Olson's deposit of these fees into his operating account constitutes impermissible commingling.

74. Mr. Olson's routine acceptance of large flat fees which he deposited directly into his operating account violates Rule 1.15(c).

75. Mr. Olson's failure to perform monthly reconciliations and safeguard client funds violates Rule 1.15 and Supreme Court Rule 50.

Rule 1.16: Declining or Terminating Representation

76. Allegations set forth above are incorporated by reference.

77. Rule 1.16 states, in pertinent part, as follows:

(d) As a condition to termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice of the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by law.

78. Mr. Olson's failure to promptly invoice Ms. Ortolano's matters upon termination and return the requested files in a prompt manner and failure to maintain his files in a safe condition violates Rule 1.16(d).

Rule 3.3: Candor Toward the Tribunal

79. Allegations set forth above are incorporated by reference.

80. 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;

81. Mr. Olson's filing of four knowingly false client trust account certificates violates Rule 3.3(a).

Rule 8.4(c): Deceit

82. Allegations set forth above are incorporated by reference.

83. Rule 8.4(c) states as follows:

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

84. Mr. Olson violated Rule 8.4(c) because he disbursed approximately \$16,857.92 within two weeks of receiving a \$25,000 flat fee for personal purposes, at a time when very little work had been done on the matter, thereby converting and misappropriating such funds.
85. Mr. Olson violated Rule 8.4(c) because he disbursed \$65,000 of unearned Ortolano fees within days of receiving such funds, for personal purposes relating to a potential real estate transaction, thereby converting and misappropriating such funds.
86. The conduct as set forth above demonstrates that continuing to allow Mr. Olson to practice law poses an immediate and substantial threat of serious harm to the public or the integrity of the profession.
87. Under the foregoing circumstances, an interim suspension is necessary to protect the public and maintain the integrity of the legal profession. The suspension should remain in effect pending completion of the disciplinary process for Mr. Olson's docketed matter.

Conclusion

88. This conduct demonstrates that Mr. Olson 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.”

89. Mr. Olson’s conduct violates, at a minimum, Rules 1.5, 1.15, 1.16(d), 3.3(a), 8.4(c), and 8.4(a) and Supreme Court Rule 50. This misconduct merits summary suspension under Rule 37(9-B)(a)(1).
90. Mr. Olson’s misconduct constitutes “misconduct which by itself could result in a suspension or disbarment.” Sup. Ct. Rule 37(9-B)(b). In addition, it involved the mishandling of client funds and meets the definition on both bases.
91. This Court should suspend Mr. Olson summarily due to his serious misconduct.
92. In the alternative, Mr. Olson may be suspended pursuant to Rule 37(16)(f).

Appointment of Inventory Counsel

93. The ADO requests that it be appointed to conduct an inventory of Mr. Olson’s client files and other client property in Mr. Olson’s possession, including all funds held by Mr. Olson in any IOLTA accounts, and to take such other actions as may be necessary to protect the interests of Mr. Olson’s clients.

WHEREFORE, the ADO respectfully prays that this Court:

- A. Suspend Mr. Olson and initiate further proceedings consistent with Rule 37(9-B);
- B. Order Mr. Olson to inform all clients of his suspension, and submit an affidavit to the ADO attesting to same, as set forth in Supreme Court Rule 37(13)(b),(d);
- C. Freeze Mr. Olson's IOLTA (if any) and operating accounts and order that Mr. Olson 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 Mr. Olson's files and accounts, and to take such action as is necessary to protect the interests of his clients;
- E. Assess Mr. Olson 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

Elizabeth M. Murphy, Esquire
NH Bar ID No. 16478
4 Chenell Drive, Suite 102
Concord, New Hampshire 03301
(603) 224-5828

Dated: January 27, 2026 By: /s/Elizabeth M. Murphy
Elizabeth M. Murphy
Assistant Disciplinary Counsel

CERTIFICATE OF SERVICE

I, Elizabeth M. Murphy, Assistant Disciplinary Counsel of the New Hampshire Supreme Court Attorney Discipline Office, certify that a copy of the aforesaid “Petition for Summary Suspension from the Practice of Law” was delivered on this 27th day of January 2026, to Kurt S. Olson, via email and first class mail with a copy to his counsel, Simon R. Brown, Esquire, at Preti Flaherty Beliveau & Pachios, PO Box 1318, Concord, NH 03302 and via email and the Court electronic filing system. A copy has also been provided to Laurie Ortolano via email.

/s/Elizabeth M. Murphy
Elizabeth M. Murphy
Assistant Disciplinary Counsel