STATE OF MICHIGAN

Attorney Discipline Board

GRIEVANCE ADMINISTRATOR,
Attorney Grievance Commission,

Petitioner,

v Case No. 18-19-GA

GARY D. NITZKIN, P 41155,

Respondent.
_____/

ORDER AFFIRMING HEARING PANEL ORDER OF SUSPENSION AND RESTITUTION WITH CONDITION AND ORDERING ADDITIONAL RESTITUTION

Issued by the Attorney Discipline Board
333 W. Fort St., Ste. 1700, Detroit, MI

Tri-County Hearing Panel #69 of the Attorney Discipline Board issued an order on August 6, 2020, suspending respondent's license to practice law in Michigan for a period of 90 days, ordering him to pay restitution of $1,000 per each defendant in underlying civil cases involving three of respondent's former clients, to pay two clients their entire settlement split evenly between the two, and ordering him to submit his current advertisements, brochures and fee agreements to the Grievance Administrator for review and approval.

Respondent filed a timely petition for review and petition for stay, which resulted in an automatic stay of the hearing panel's August 6, 2020 order in accordance with MCR 9.115(K). Respondent argues on review that the 90-day suspension imposed by the hearing panel is excessive and should be reduced to a reprimand to ensure consistency under the ABA Standards. The Grievance Administrator argues that the suspension imposed by the panel is within the range of acceptable discipline found in the ABA Standards for the misconduct found by the hearing panel and he requests that the Board affirm the panel's order in its entirety.

Complainant, Stephan Wilson, filed a timely cross-petition for review arguing that the order of discipline issued by the hearing panel should have included payment of restitution to him. Respondent argues that Mr. Wilson is not entitled to restitution because he misrepresented the facts of his underlying claim, which induced respondent to file a lawsuit on his behalf based on false information, and because respondent already donated Mr. Wilson's settlement proceeds in July 2017.

The Attorney Discipline Board has conducted review proceedings in accordance with MCR 9.118, including review of the evidentiary record before the panel and consideration of the briefs and arguments presented by the parties at a review hearing conducted via Zoom

videoconferencing on December 9, 2020. For the reasons discussed below, we affirm the decision of the hearing panel in its entirety and modify the order to include the payment of restitution to Complainant, Stephan Wilson.

The six-count formal complaint filed by the Grievance Administrator alleged that respondent committed professional misconduct in his consumer credit protection practice. The complaint set forth general allegations regarding respondent's practice that essentially alleged that he made dishonest, inaccurate, and/or misleading misrepresentations about his fees and services in his advertising, in particular how his fees and costs were to be paid; he failed to communicate with his clients in general and in particular with regard to settlement terms, including the settlement amounts agreed to by respondent, usually without the knowledge or prior consent of his clients, and his receipt of settlement funds, from which he would take all of his fees and costs, usually leaving nothing left for the client. (Formal Complaint 2/22/18, ¶¶ 5-28, pp 2-4.)

Counts One, Two, Three, Four and Six of the complaint specifically dealt with respondent's representation of clients Kara Gamboa, Elwyn McAfee, Todd Ivey, Sr., Keith and Stacey Nathanson, and Stephan Wilson. Count Five dealt with respondent's alleged misleading advertising. Respondent filed an answer to the formal complaint that denied many of the general allegations and denied that he committed misconduct as charged in the complaint.

Four separate hearings on misconduct were held before the panel, a total of twelve witnesses testified and a total of 96 exhibits were admitted into the record during these hearings. The hearing panel's misconduct report issued on March 10, 2020, made the following findings:

> Respondent represents individuals in actions pertaining to the Fair Credit Reporting Act and the Fair Debt Collection Practices Act. Respondent purports to be one of the highest-volume provider of such services in Michigan. (Tr 12/18/18, p 162.) His services were marketed through various materials which are available on the internet, including a series of YouTube presentations, which highlight (i) the volume of his practice, (ii) his experience in the field, and (iii) that in his matters, the defendants, rather than his clients, pay for his services.
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> Prospective clients were screened by non-lawyer intake personnel, who would gather pertinent information. If the claim was deemed to be viable, the prospective client would be sent a package of materials for review, and then would be asked for their electronic signature and to return. A time line of relevant events would be prepared by a member of Respondent's staff, and its accuracy would be confirmed by the prospective client. Rarely was there substantive contact between Respondent, or an attorney working for him, and the clients. Most client communications were accomplished via e-mail between Respondent's support staff and the client.
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> Various versions of Respondent's law firm materials which were provided to prospective clients, including the complainants, were introduced into evidence. (See, e.g., Respondent's Exhibit J, and Petitioner's Exhibits 60, 62, 63, 66.)

Among the representations made in these materials were:

> Our services will cost you ZERO.
> We make defendants pay our fees and costs.
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> We will still keep track of our time and costs so we know how much the Defendant(s) owe us.
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> Our services are free to you.
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> We stand up for consumers to attain money and justice for those who have been damaged by incorrect credit reporting. ***We do this for our clients for free***.

Earlier versions of Respondent's materials contained a section entitled "My Impression of Your Case Damages." The materials contained no analysis of the prospective client's specific matter, but instead offered an overview of how actions are pursued under the Fair Credit Reporting Act and the Fair Debt Collection Practices Act, including a discussion of the limitation of the damages to which the client might be entitled. Use of the document containing this section was discontinued sometime between 2016 and February, 2018, as various requests for investigation were filed with the Attorney Grievance Commission based upon the use of this language. (Tr 12/18/18, p 161.) Since the filing of those matters, Respondent now discloses hourly fees at the outset of his engagements, apparently at the urging of the Attorney Grievance Commission. (Tr 12/18/18, p 233; Tr 06/10/19, pp 6, 97-98.)

While the agreement provided that Respondent's costs and fees would come out of the proceeds of the action, a schedule of hourly fees to be charged for time expended by Respondent and his professional staff assisting was not included, until a later version of the firm brochure was created. (Petitioner's Exhibit 67.) Notwithstanding the lack of a disclosure of hourly fees to be charged against the recovery, Respondent testified that when a matter was settled, the amount of attorney fees would be based upon the contractual agreement with the client. (Tr 12/18/18, p 158.) The complainants here were not informed that the fees incurred in their cases might exceed recoveries, resulting in no settlement proceeds being disbursed; in other words, Respondent did not work "for free," as promised. While respondent did not require the clients to remit payment back to him if the fees incurred were greater than the recovery, he did use their settlement proceeds to finance their litigation.

Interim billing statements were not furnished to the clients, but rather, the clients were sent a reconciliation of proceeds, costs and fees, together with any settlement funds (if any), only at the conclusion of the matter. (Tr 12/18/18, pp 107, 196.) No money was disbursed by Respondent until all of the matters set forth in any given complaint were resolved. (Tr 12/18/18, p 98.)

As part of his engagement, Respondent had his clients sign a blanket authorization to settle their matter with any particular defendant, in the event that the client can collect damages of $1,000 from that party, and if the client's credit report would be corrected. Respondent did not specifically discuss the terms of the retainer agreement with the clients. (Tr 12/18/18, p 189.) Respondent relied upon the language of the engagement, which purported to grant Respondent the ultimate authority to resolve the client's case, without the necessity for any dialogue between attorney and client about case developments or the rationale for the timing and terms of settlement. (See, e.g., Tr 12/18/18, pp 161, 162; Petitioner's Exhibit 84.)

In further reliance upon this provision, per the evidence presented, the panel concludes that the complainants were not informed of any pending settlement offers, but rather, were provided with settlement agreements for signature and return only after Respondent or his staff had negotiated and agreed to them (See, e.g., Tr 12/18/18, at pp 26, 169-171); in apparent contradiction of his sworn statement to the Attorney Grievance Commission, Respondent also testified that all settlement offers were presented to clients (Tr 12/18/18, at p 165), but the panel did not find this testimony to be credible.

The evidence presented reflected that Respondent filed actions on behalf of Ms. Gamboa, Mr. McAfee, Mr. Ivey, Mr. Wilson and Mr. Nathanson and his former spouse, Stacey Nathanson. Respondent had not previously represented any of the complainants, many of whom appeared to be unfamiliar with the machinations of litigation.

While the evidence pertaining to each of the Counts of the Formal Complaint contained some variations, a consistent theme was present in each: (i) there was no actual discussion or other explanation of the costs and hourly fees to be charged against any settlement proceeds, and thus the claim that pursuit of the action would cost nothing to the client did not ring true; (ii) the client was not kept informed about the status of their particular matter during its pendency; and, (iii) the terms of settlement offers were not communicated to the clients when they were received, but rather, only after they had been accepted by Respondent or his staff, and set forth in an agreement which was passed on to the client for electronic signature.

> Generally, Respondent took the approach that, given the foregoing facts, so long as the client received up to $1,000 per defendant in each of the subject cases, then his conduct would be deemed proper. As a result of this course of conduct, and because clients were not kept informed of the status of their matter during its pendency, an assessment could not be reasonably made as to whether it was more economically prudent to settle the case sooner rather than later. Not surprisingly, when Respondent agreed to settle the matters at issue, in most instances the fees incurred offset most, if not all, of the settlement proceeds, resulting in a minimal (or no) payment to the client. [Misconduct Report 3/10/20, pp 10-12. Emphasis in original.]

The panel found that respondent had a "troubling pattern of practice, which was designed to deceive unsuspecting and/or unsophisticated clients who had been subjected to debt collection actions and/or inaccurate credit reporting into signing engagement agreements with the mistaken belief that they would receive 'free' representation," when in fact they would not. The panel found multiple violations of MRPC 1.4(a) and (b); 1.5(b); 1.16(d); 5.3(a)-(c); 7.1(a); and MCR 9.104(4) as well as a violation of MRPC 1.15(b)(1), 1.15(b)(3), 1.15(c), 1.15(d), as charged in the formal complaint. The panel did not find violations of MRPC 1.2(a), 1.5(a), 5.1(a)-(c), 8.4(a) and (b), and MCR 9.104(1), (2) or (3), as charged in the formal complaint.

A few days before the scheduled sanction hearing, the parties filed a pleading titled Joint Submission and Agreement Concerning Sanctions in which they specifically indicated that it was "**not** a proposal under MCR 9.115(F)(5)," (Emphasis in original), that the parties agreed, with the blessing of the Attorney Grievance Commission, that a reprimand and restitution with conditions[1] was the appropriate discipline to impose based on the hearing panel's findings of misconduct. At the subsequent sanction hearing, the parties relied on their request for a reprimand and restitution with the condition, as set forth in their joint submission.

The panel's sanction report noted their disagreement with the parties' suggested outcome:

> While it is admirable that the parties worked cooperatively to reach a resolution, the Panel takes issue with the conclusion, in light of the facts and conclusions reached in the Misconduct Report issued on March 10, 2020, and Respondent's prior discipline history pursuant to MCR 9.115(J)(3).

* * *

[1] The agreement indicated that respondent would agree to pay $1,000 per each defendant in Ms. Gamboa, Mr. McAfee, and Mr. Ivey's matters (3-4 defendants in each matter), and that he would pay Mr. and Mrs. Nathanson the entirety of their settlement split evenly between the two. Respondent also agreed to submit his current advertisements, client communications, and agreements for review by the Attorney Grievance Commission to ensure compliance with the Michigan Rules of Professional Conduct and the hearing panel's findings.

> The Panel is of the opinion that the Joint Statement minimizes consideration of the aggravating factors while focusing solely upon the mitigating factors. Respondent was reprimanded in 2014. Additionally, Respondent was admonished on four occasions from 1999-2014. Each of these bear significant relation to the misconduct that was established in the instant matter.
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> Given the several prior disciplinary actions involving Respondent, it is clear that there has been a continuing pattern of noncompliance with the applicable rules, and that neither the admonishments nor the reprimand had the desired effect of deterrence. Therefore, the Panel is of the belief that, despite the agreement of the parties for a lesser sanction, something more severe is both necessary and appropriate. [Sanction Report 8/6/20, pp 2, 4, 5.]

Respondent is not seeking review of the hearing panel's findings of misconduct, noting that he accepts the panel's conclusion that his advertisements and engagement letters were improper. Rather, respondent argues that the hearing panel was "mistaken" because they gave "insufficient weight to mitigating factors and presumed incorrectly that [respondent's] prior reprimand required discipline greater than a reprimand in this case." Essentially, respondent argues that his prior reprimand does not, and should not, preclude him from being reprimanded again.

With regard to our overview function and review of the sanction imposed by a hearing panel, the Board possess "a greater degree of discretion with regard to the ultimate result." *Grievance Administrator v Alexander H. Benson*, 08-52-GA (ADB 2010), citing *Grievance Administrator v Eric S. Handy*, 95-51-GA (ADB 1996). See also *Grievance Administrator v Irving A. August*, 438 Mich 296; 475 NW2d 256 (1991). Respondent references the Court's adoption of the ABA Standards for the Board and its panels, as set forth in *Grievance Administrator v Lopatin*, 462 Mich 235 (2000), for the proposition that the goal of the *Lopatin* decision was to "promote consistency in discipline." Consistency, according to respondent, warrants the imposition of a reprimand in his matter, not a suspension.

While *Lopatin* and the adoption of the Standards was intended to foster consistency in discipline so that seemingly identical cases would not receive vastly different levels of discipline, both *Lopatin* and the Standards require the Board and its panels to consider meaningful distinctions between instances of lawyer conduct and to gauge and adjust discipline appropriately based on such distinctions. *Grievance Administrator v Otis Underwood*, 16-55-GA (ADB 2017).[2]

[2] In *Underwood*, the Grievance Administrator argued that the panel failed to heed a "second directive" set forth in *Lopatin* to ensure consistency in discipline for certain offenses, arguing that the Board "generally imposes a one-year suspension" for "false statements such as respondent's" and urging the Board to increase the hearing panel's 179 day suspension to one year or at least 180 days requiring reinstatement under MCR 9.123(B) and 9.124. We affirmed the hearing panel's order of suspension.

Here, the panel agreed with the parties' stipulation that respondent violated duties owed to his clients and the profession, they found that, as to respondent's state of mind, he engaged in a "troubling pattern. . .designed to deceive unsuspecting and/or unsophisticated clients...",[3] they concurred with the parties that Ms. Gamboa and the Nathanson's suffered actual injury, but disagreed that the other complainants only suffered potential injury, instead finding that actual injury also occurred to Mr. McAfee and Mr. Ivey. (Sanction Report 8/6/20, pp 2-3.) The panel also agreed with the parties regarding the applicable ABA Standards to apply: 4.42; 4.43; 4.62; 4.63; 7.2; and, 7.3.[4] However, the panel concluded that "suspension is the most appropriate form of discipline" as respondent "engaged in a pattern of neglect and caused injury or potential injury to clients." (Sanction Report 8/6/20, p 3.)

Our review of the record reveals that the panel simply did not find the mitigating factors to be so compelling to warrant a downward departure from suspension level discipline. In fact, the panel specifically found that the parties' joint submission actually minimized the aggravating factors, especially respondent's prior admonishments - some of which were for the same and/or similar conduct. Respondent continues to do so on review, simply noting that he "also had four admonishments in a 15-year span from 1999 and 2014." (Respondent's brief, p 12.) However, at least two of the admonishments, both issued within days of each other back in 2014 and both finding that respondent's fee agreement did not comport with the Michigan Rules of Professional Conduct, are significantly related to the conduct set forth in the formal complaint and the findings of the hearing panel:

> In fact, the July 3, 2014 admonishment was issued upon a finding, as here, that Respondent had violated MRPC 1.4(a), 1.4(b) and 1.5, and the July 7, 2014 admonishment also noted the violation of MRPC 1.5(b). . .While the parties took the time to note that the reprimand was issued as a result of conduct that occurred fifteen years ago, **the matters complained of in this proceeding occurred between 2014 and 2017**, save for that involving the Nathansons, which took place in 2007 and 2008.
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> Given the several prior disciplinary actions involving Respondent, it is clear that there has been **a continuing pattern of noncompliance with the applicable rules**, and that neither the admonishments nor the reprimand had the desired effect of deterrence. [Sanction Report 8/6/20, pp 4-5.] [Emphasis added.]

Furthermore, the panel weighed more heavily some of the other applicable aggravating factors, such as respondent's failure to acknowledge the wrongful nature of his conduct, his lack of remorse, which the panel characterized as "indignant," the vulnerability of the victims, and

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[3] Because the panel did not find that respondent violated MRPC 8.4(b), respondent argues that the Board should treat him as "acting honestly, though mistakenly." (Respondent's brief, p 11.)

[4] These Standards reflect both the suspension and reprimand levels for 4.4 (Lack of diligence); 4.6 (Lack of candor); and 7.0 (Violations of other duties owed as a professional).

respondent's significant experience. (Sanction Report 8/6/20 p 5.) We have traditionally held that "because the hearing panel has the opportunity to observe the witnesses during their testimony, the Board defers to the panel's assessment of their demeanor and credibility." *Grievance Administrator v Ernest Friedman*, 18-37-GA (ADB 2019), citing *Grievance Administrator v Neil C. Szabo*, 96-228-GA (ADB 1998); *Grievance Administrator v Deborah C. Lynch*, 96-96-GA (ADB 1997). Here, we find no reason to disturb the panel's assessment of respondent's demeanor and/or credibility or the weight given to the various applicable aggravating and mitigating factors.

Finally, respondent relies on prior disciplinary matters involving five separate respondents,[5] (all but one resolved by stipulations for consent orders of discipline), to support his contention that "this Board regularly imposes reprimands where there are reprimands, patterns of misconduct, and multiple offenses." (Respondent's brief, p 14.) We find none of these cases persuasive as we have consistently held that consent orders of discipline entered pursuant to MCR 9.115(F)(5) do not have precedential value because they are often based upon considerations which do not appear on the record. *Grievance Administrator v Harold D. Fee, Jr.*, 07-159-JC (ADB 2009).

The Administrator's brief notes that he agreed to submit the joint recommendation to the panel because a reprimand was not outside of the range of possible sanctions the panel could have imposed, he wanted to "secure some restitution, and to provide a level of oversight/review of respondent's considerable advertisement campaign," but he also recognized that the panel was not required to accept the parties' recommendation. He further states that a 90-day suspension is also within the range of acceptable sanctions the panel could impose under the ABA Standards, in particular 4.42, and prior precedent of the Board. (Grievance Administrator's Brief, p 11.) To the cases cited in the Administrator's brief we could add *Grievance Administrator v Ernest Friedman*, 18-37-GA (ADB 2019) (60-day suspension affirmed by the Board); *Grievance Administrator v Scott Norton*, 18-6-GA (ADB 2020) (60-day suspension with restitution affirmed by the Board); and, *Grievance Administrator v Robert A. Canner,* 17-138-GA (ADB 2020) (90-day suspension with condition affirmed by the Board).

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[5] Respondent relies on the following group of cases:

> *Grievance Administrator v Daniel D. Ambrose*, 04-52-GA (reprimand by consent); *Grievance Administrator v Daniel D. Ambrose*, 04-158-GA (reprimand with condition by consent); *Grievance Administrator v Daniel D. Ambrose*, 12-32-GA (reprimand with conditions by consent);
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> *Grievance Administrator v Kim Thomas Capello*, 01-2-GA (reprimand with conditions by consent); *Grievance Administrator v Kim Thomas Capello*, 10-47-GA (reprimand by consent);
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> *Grievance Administrator v John Conlon*, 00-159-GA (reprimand by consent); *Grievance Administrator v John Conlon*, 01-33-GA (reprimand);
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> *Grievance Administrator v Allison Folmar*, 09-44-GA (reprimand and restitution by consent); *Grievance Administrator v Allison Folmar*, 12-127-GA (reprimand and restitution with conditions by consent);
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> *Grievance Administrator v John F. Royal*, 07-22-GA (reprimand and restitution by consent); *Grievance Administrator v John F. Royal*, 11-23-GA (reprimand and restitution with conditions by consent); and, *Grievance Administrator v John F. Royal*, 15-82-GA (reprimand with conditions by consent).

We find that reducing the suspension imposed by the hearing panel to a reprimand is not warranted based on the particular facts and circumstances of this matter. Nor is a reduction required to ensure consistency in application of the ABA Standards, as respondent argues. We traditionally do not disturb a panel's assessment unless it is clearly contrary to fairly uniform precedent for very similar conduct or is clearly outside of the well established range of sanctions imposed for the type of violation at issue. *Grievance Administrator v Jeffrey R. Sharp*, 19-80-GA (ADB 2020). A 90-day suspension is well within the range of acceptable discipline to impose for the violations found by the panel.

With regard to Mr. Wilson's matter, respondent testified that he filed a FCRA lawsuit on Mr. Wilson's behalf against Verizon Wireless and Equifax alleging that Equifax falsely reported that Mr. Wilson was delinquent on a debt owed to Verizon. Equifax subsequently agreed to settle the matter for $3,500. Respondent received the settlement funds, deposited them into his client trust account, and then into his general account for payment of his attorney fees, which amounted to more than the $3,500 settlement. (Tr 6/10/19, pp 61-64.) In the meantime, Verizon established that Mr. Wilson did in fact owe a debt to Verizon and that it had gone into collection, as was reported by Equifax. (Petitioner's Exhibit 56.) Respondent then dismissed the lawsuit with Mr. Wilson's permission.

In July 2017, two years after he received and kept the settlement funds from Equifax, respondent made a $3,500 donation to RAINN. Respondent explained that he made the donation because he learned that Mr. Wilson's credit report was accurate and that he did not have a valid claim against Verizon, or Equifax. However, respondent was not required to do so, or did he ever advise Mr. Wilson, or obtain his permission to do so. We find that respondent's donation, made two years after the funds were received and made in the midst of this disciplinary proceeding, to be lacking good faith, as respondent would have us believe. There is no evidence showing that respondent at least attempted to return the funds to Equifax; therefore, we will order that restitution of $3,500 be paid to Mr. Wilson.

Upon careful consideration of the whole record, the Board is not persuaded that the hearing panel's decision to order a 90-day suspension with restitution and a condition was inappropriate.

NOW THEREFORE,

IT IS ORDERED that the hearing panel's order of suspension and restitution with condition issued August 6, 2020, is **AFFIRMED** in its entirety.

IT IS FURTHER ORDERED that respondent's license to practice law in Michigan is **SUSPENDED FOR 90 DAYS, EFFECTIVE MAY 26, 2021**, and until respondent's filing of an affidavit of compliance with the Supreme Court, the Attorney Discipline Board and the Attorney Grievance Commission in accordance with MCR 9.123(A).

IT IS FURTHER ORDERED that, in accordance with the hearing panel's August 6, 2020 Order of Suspension and Restitution with Condition, respondent shall, on or before **May 26, 2021**, pay restitution as follows:

1. Restitution to Elwyn T. McAfee, Kara Gamboa, and Todd Ivey, Sr. in the amount of $1,000 per defendant from their underlying civil cases (3-4 defendants per case).

2. Restitution to Stacey R. Nathanson and Keith M. Nathanson for the entire settlement, split evenly between Mr. and Mrs. Nathanson.

IT IS FURTHER ORDERED that respondent shall, on or before May 26, 2021, and in addition to the restitution specifically set forth above, pay restitution of $3,500 to Stephan Wilson.

Respondent shall file written proof of payment with the Attorney Grievance Commission and the Attorney Discipline Board within 10 days of the payment of restitution to each person.

IT IS FURTHER ORDERED that, in accordance with the hearing panel's August 6, 2020 Order of Suspension and Restitution with Condition, respondent is subject to the following condition:

1. Full review and approval by the Grievance Administrator of respondent's advertisements, brochures, and fee agreements.

IT IS FURTHER ORDERED that respondent shall not be eligible for reinstatement in accordance with MCR 9.123(A) unless respondent has fully complied with the restitution provisions of this order.

IT IS FURTHER ORDERED that from the effective date of this order and until reinstatement in accordance with the applicable provisions of MCR 9.123, respondent is forbidden from practicing law in any form; appearing as an attorney before any court, judge, justice, board, commission or other public authority; or holding himself out as an attorney by any means.

IT IS FURTHER ORDERED that, in accordance with MCR 9.119(A), respondent shall, within seven days after the effective date of this order, notify all of his active clients, in writing, by registered or certified mail, return receipt requested, of the following:

1. the nature and duration of the discipline imposed;

2. the effective date of such discipline;

3. respondent's inability to act as an attorney after the effective date of such discipline;

4. the location and identity of the custodian of the clients' files and records which will be made available to them or to substitute counsel;

5. that the clients may wish to seek legal advice and counsel elsewhere; provided that, if respondent was a member of a law firm, the firm may continue to represent each client with the client's express written consent;

6. the address to which all correspondence to respondent may be addressed.

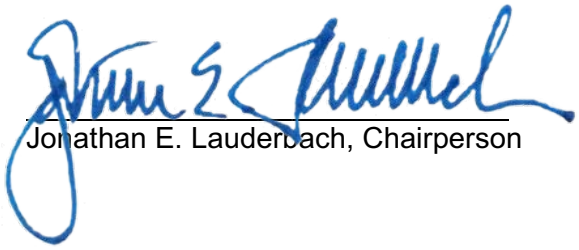
IT IS FURTHER ORDERED that in accordance with MCR 9.119(B), respondent must, on or before the effective date of this order, in every matter in which respondent is representing a client in litigation, file with the tribunal and all parties a notice of respondent's disqualification from the practice of law.

IT IS FURTHER ORDERED that, respondent shall, within 14 days after the effective date of this order, file with the Grievance Administrator and the Attorney Discipline Board an affidavit of compliance as required by MCR 9.119(C).

IT IS FURTHER ORDERED that respondent's conduct after the entry of this order but prior to its effective date, shall be subject to the restrictions set forth in MCR 9.119(D); and respondent's compensation for legal services shall be subject to the restrictions described in MCR 9.119(F).

IT IS FURTHER ORDERED that respondent shall, on or before **May 26, 2021**, pay costs in the amount of **$7,935.88** consisting of costs assessed by the hearing panel in the amount of $7,780.88 and court reporting costs incurred by the Attorney Discipline Board in the amount of $155.00 for the review proceedings conducted on December 9, 2020. Refer to the attached cost payment instruction sheet for method and forms of payment accepted.

ATTORNEY DISCIPLINE BOARD

By: 

Jonathan E. Lauderbach, Chairperson

Dated: April 27, 2021

Board members Jonathan E. Lauderbach, Michael B. Rizik, Jr., Barbara Williams Forney, Karen O'Donoghue, Linda Hotchkiss, MD, Peter A. Smit and Linda Orlans concur in this decision.

Board Member Alan Gershel was recused from this matter and did not participate.

Board member Michael Hohauser was absent and did not participate.