

CONNECTICUT STATEWIDE GRIEVANCE COMMITTEE

ZENAS ZELOTES)	
Complainant,)	
)	
vs.)	
)	
ATTORNEY)	
MATTHEW ROUSSEAU)	Complaint No. 09-0412
Respondent,)	
)	
vs.)	
)	
ATTORNEY)	
GREGG WAGMAN)	Complaint No. 09-0414
Respondent,)	
)	
vs.)	
)	
ATTORNEY)	
STEVEN LESKO)	Complaint No. 09-0415
Respondent,)	
)	
vs.)	
)	
ATTORNEY)	
KENNETH LENZ)	Complaint No. 09-0416
Respondent,)	
)	
vs.)	
)	
ATTORNEY)	
RUSSELL SMALL)	Complaint No. 09-0418
Respondent.)	
)	
)	

DISCIPLINARY COUNSEL’S MEMORANDUM OF FACT AND LAW

INTRODUCTION

Five Connecticut attorneys are “sponsoring attorneys” for the website totalbankruptcy.com. This website provides a service which collects the contact information of potential bankruptcy clients and sells it to attorneys based upon geographic territories, usually defined by zip codes. Each “sponsoring attorney” is the only lawyer receiving referrals within a specific territory. Because of their involvement with this website, probable cause was found that respondents¹ were in violation of Rule 7.2 of the Rules of Professional Conduct. Rule 7.2 prohibits an attorney from providing anything of value to another person in exchange for a client referral. Respondents claim that totalbankruptcy.com is not a referral service, but rather an advertising website. Respondents make this argument because they contend that cooperative advertising is permissible under the Rules of Professional Conduct. Their claim is insupportable because Total Bankruptcy is not a cooperative advertising website. Total Bankruptcy channels leads to attorneys who purchase the rights to certain territories. The attorneys pay a fixed price per lead, and potential clients have no role in actively choosing the attorney to which they are funneled. This conduct violates professional ethical standards.

STATEMENT OF FACTS

Respondents are “sponsoring attorneys” on the website www.totalbankruptcy.com. Total Bankruptcy, Inc. and its affiliates, Clear Bankruptcy, Inc. and Total Attorneys, LPO, LLC,² are

¹ Attorney Zelotes has filed identical complaints against Attorneys Rousseau, Wagman, Lesko, Lenz, and Small, as all are participating attorneys in the Total Bankruptcy enterprises. They will be referred to collectively as “respondents.”

² These entities are referred to hereinafter as “Total Bankruptcy.” Respondents rely upon a “Memorandum of Fact and Law” created by attorneys for Total Bankruptcy.

related companies located in Illinois. The purpose of these sites is to link potential bankruptcy clients with attorneys who subscribe to Total Bankruptcy's service.

The service is structured as follows. Total Bankruptcy runs a website that provides generalized information about bankruptcy and encourages users to send information about themselves and their finances to an attorney in their area. When filling out the website's attorney questionnaire, website users provide their zip code as well as financial information such as why they are considering bankruptcy, their estimated debt, estimated monthly expenses, outstanding bills, whether they possess high-value assets such as a home, car, or other assets valued over \$100,000, and their estimated income and its source(s). In order to access this questionnaire, a website user must follow a link labeled, "Free 2 Minute Bankruptcy Evaluation." Elsewhere on the site, the questionnaire is referred to as a "bankruptcy case review form."

Total Bankruptcy then refers these potential clients to the attorney who has been awarded the exclusive rights to all potential clients within a specified territory. (*See* Complaint 2-3.) According to Total Bankruptcy's "Group Marketing, Licensing, and Service Agreement," attorneys pay for three services Total Bankruptcy provides: marketing, a client management system, and the benefit of a centralized call center to handle potential clients. (*See* Complaint Exhibit A.) While the contract establishes a flat monthly marketing fee of \$750 per month, that marketing fee is based upon an attorney receiving 30 contacts from Total Bankruptcy per month. (*See id.*) The marketing fee is prorated on a monthly basis to reflect the actual number of contacts a given attorney receives. The Group Marketing, Licensing, and Service Agreement—essentially the subscribing attorney contract—sets out this per-customer prorating scheme in specific terms. (*See id.*)

According to the Agreement, an attorney paying \$750 per month for “marketing” can expect to receive 30 contacts, an average of \$25 per contact. If an attorney receives less than 30 contacts, this fee is reduced by \$25 per contact. While Total Bankruptcy does not explicitly state that it calculates the marketing fee this way, it operates in function as a per-contact pricing scheme. Instead, Total Bankruptcy’s marketing fee is as we illustrate below:

Actual Contacts	Divided by Contacts Goal (always 30)	Equals Percentage of Goal Requirement Met	Multiplied by Marketing Fee	Amount Due for Marketing Fee
30 (ideal)	30	1.00 (100%)	\$750	\$750
15	30	.5 (50%)	\$750	\$375
45	30	1.5 (150%)	\$750	\$1125

(*See id.*). Regardless of how Total Bankruptcy frames it, however, the marketing cost per contact is, in function, \$25. Indeed, the complainant, Zenas Zelotes, asserts that Total Bankruptcy’s pricing scheme was explained to him in per-contact terms when he was initially solicited to become a sponsoring attorney. (*See Comp. 2-3.*)

In addition to its marketing fee, Total Bankruptcy charges a \$25 per contact licensing fee for use of its client management system, and \$15 per contact for call center services. In total, an attorney pays Total Bankruptcy \$65 for each contact Total Bankruptcy generates for him or her. This \$65 per contact price is fixed, and not contingent on the number of attorneys “sponsoring” Total Bankruptcy, distinguishing it from a cooperative advertising model.

An additional benefit Total Bankruptcy provides its subscribing attorneys is geographic exclusivity. Total Bankruptcy grants an exclusive geographical license to its participating

attorneys, as defined by zip codes. (*See* Response 4.) Subscribing attorneys can be assured that they will not have to compete with other local attorneys for business, but instead, will exclusively receive the contact information of all potential clients falling within their territory. (*See id.*)

ARGUMENT

I. TOTAL BANKRUPTCY IS AN UNAUTHORIZED REFERRAL SERVICE.

The Rules of Professional Conduct allow attorneys to engage in group advertising, but not in paid referral services. *See* Rule 7.2. There are two exceptions to the general proscription against attorneys paying other people for recommending their services—when attorneys advertise, or when they are part of a lawyer referral service approved by the appropriate regulatory authority. Total Bankruptcy, the website with which all attorneys here are involved, is neither of these things. It is respondents’ position, however, that Total Bankruptcy is an advertising service rather than a for-profit, unapproved referral service.

Traditional attorney advertising is the “public dissemination of information containing a lawyer’s name or firm name; address and telephone number; the kinds of services the lawyer will undertake, [and] the basis on which the lawyer’s fees are based[.]” Commentary to Rule 7.2. While Total Bankruptcy’s services do eventually present potential clients with this information, it does so in a way that suggests it is an independent agency recommending an attorney’s services. It is acting as a referral service and as such, is prohibited by the Rules. It is Disciplinary Counsel’s position that respondents’ participation in the service violates Rule 7.2.

A. Total Bankruptcy Purports to Evaluate Each Client’s Particularized Needs and to Recommend a Specific Attorney on the Basis of That Evaluation

Total Bankruptcy has a disclaimer, located at the bottom of the webpage in small font similar in color to the website’s background, which states “This Web site is not a bankruptcy

lawyer referral service or prepaid legal services plan and the owner neither endorses nor recommends any sponsoring bankruptcy attorney.” This is not sufficient to negate that the website is, in function, referring clients to attorneys for profit. A lawyer referral service is “understood by laypersons to be a consumer oriented organization that provide[s] unbiased referrals to lawyers with appropriate experience in the subject matter of the representation and afford other client protections, such as complaint procedures or malpractice insurance requirements.” Commentary to Rule 7.2. Total Bankruptcy refers clients to a single lawyer, does not investigate that lawyer’s competence, and capitalizes on the financially insecure consumer’s fear of debt, poor credit rating, shame, and creditor harassment. It proclaims that it can “stop harassment, repossession, foreclosures, and lawsuits,” thus enabling consumers to “keep your homes, your car, your wages, your furniture.” It also provides general information on bankruptcy, including articles on when bankruptcy may not be the right choice, a “government means” test, and advice on life after bankruptcy. In this way, Total Bankruptcy disguises that its primary purpose is to generate clientele for the attorneys who subscribe to its service.

Respondents identify the “the leading case” distinguishing between a lawyer referral service and a group advertising model as *Alabama State Bar Association v. R.W. Lynch Co.*, 655 So.2d 982 (Ala. 1995). The issue in *Lynch* was whether a television advertisement marketing an Injury Helpline which connected potential clients with participating lawyers was an impermissible referral agency rather than a group advertisement. In ruling the Injury Hotline permissible, the court stated: “In no manner are the callers’ potential legal needs evaluated by Lynch.” *Id.* at 984.

Total Bankruptcy, however, does purport to evaluate its potential clients' needs in its evaluation and call center. This places it squarely in the camp of referral services prohibited by Rule 7.2. The questionnaire asks potential clients to provide information on their motivation for inquiry, the nature of their bills, whether they have any assets, and their level of monthly income. This evaluation implies that Total Bankruptcy is considering these factors in determining which local attorney is right for the client. The reality is different. Instead, individual attorneys are awarded "coverage" over locations defined by zip codes. The only truly necessary information from the evaluation is the potential client's zip-code, which determines to which attorney a prospective client will be fed. The rest of the information requested gives potential clients the impression that they are actually being evaluated. While Total Bankruptcy likens its information collection to that of a virtual receptionist, (*See* Respondent 17), the qualitative nature of the questionnaire conceals the fact that the zip-code is the only relevant data.

B. Total Bankruptcy Directs Clients Only to the Particular Attorney Who Has Paid for a Particular Location

Total Bankruptcy permits only one attorney to gain access to clients who reside in particular zip-codes. For example, Attorney Lenz is Total Bankruptcy's exclusive attorney for the New Haven area of Connecticut. The ethics opinions addressing non-approved lawyer referral services all distinguish services which create catchment areas for particular attorneys. The impropriety of an advertising scheme which appears to be facially neutral but which funnels calls only to lawyers who have paid for specific areas of geography or practice was addressed by the Statewide Grievance Committee in its Opinion 95-1. In that opinion, the Committee discussed the problem with a proposed advertising program offered by Southern New England Telephone which offered "consumer tips" on areas of law. When the consumer clicked on the tip, they received a message from the sponsoring attorney. Because the program was really a referral

service in the guise of a public information system, and directed the calls only to the paying sponsoring attorneys, the Committee found participation would violate Rule 7.2. In accord are opinions from Arizona (#06-06—online service that matches lawyers and clients based upon geographic and practice areas as well as making representations as to their qualifications is a prohibited matching service); Nebraska (#07-05—Internet directory participation allowable only is it simply lists lawyers participating and no recommendation is made as to a particular lawyer); and Oregon (#2008-180)—participation in lawyer referral service prohibited if charges are based upon number of referrals, retained clients or revenue generated.)

Similarly, a South Carolina online service was approved because the website in question did not direct potential clients to particular attorneys (as Total Bankruptcy does) but rather allowed all participating lawyers to be displayed:

A different answer would be reached if the Internet site provider was in any way active in directing the user to a particular attorney. For example, many attorneys list their names in the telephone book's yellow pages. However, the publisher of the book exercises no control over which advertiser the customer chooses from the choices provided. So long as the Internet site provider does not make specific recommendations to a particular attorney and there are no subjective judgments made by a third party in directing the user to one attorney over another, payments based on the number of hits is permissible. The Committee perceives a user accessing an electronic "yellow pages" which is open to all attorneys who choose that form of advertising without restricting the number of lawyers in a particular area. To take an extreme example, payment by a lawyer to a service that only allowed one attorney in each practice area would be improper.

South Carolina Ethics Advisory Opinion 01-03. A North Carolina Formal Ethics Opinion Dated April 23, 2004 (available at <http://www.ncbar.com/ethics/ethics.asp?page=4&keywords=Internet>), described a structure that did not give exclusive territories to individual lawyers. The N.C. Bar Association found that:

This on-line service has aspects of both a lawyer referral service and a legal directory. On the one hand, the on-line service is like a lawyer referral service because the company purports to screen lawyers before allowing them to

participate and to match a prospective client with suitable lawyers. On the other hand, it is like a legal directory because it provides a prospective client with the names of lawyers who are interested in handling his matter together with information about the lawyers' qualifications. The prospective client may do further research on the lawyers who send him offer messages. Using this information, the prospective client decides which lawyer to contact about representation.

Id. Ultimately, it was deemed that this North Carolina service was permissible because referral services *do not need to be approved in the State of North Carolina*. The Rhode Island Ethics Committee approved a website because it did not funnel clients to specific attorneys. *See* Opinion No. 2005-01 Request No. 885 (February 24, 2005), available at <http://www.courts.state.ri.us/supreme/ethics/pdfadvisoryopinions/2005-01.pdf>). The state's ethics committee determined that “[the site in question’s] arrangement is not a referral service. LM.com does not recommend, refer, or electronically direct consumers, i.e. potential clients, to a specific attorney; and all requests for legal services by consumers are accessible to every attorney who registers to receive them.”

Total Bankruptcy’s service clearly fits the mold of the prohibited services the Grievance Committee prohibited in Opinion 95-1, and not those approved in other states and iterations. The site refers consumers—potential clients—to a specific attorney. Requests for legal services are accessible to only one attorney per territory paying to receive them. This is exactly the kind of illegal “pay-per-client” or “hot leads” referral program prohibited by Rule 7.2 and Statutes 51-87.

C. The Economic Viability of the Payment Structure of “Pay-Per-Click” Is Not an Adequate Defense to the Rule Violation.

Total Bankruptcy’s so-called “pay-per-click” structure is evidence that it is a referral service, not an advertising scheme. The Supreme Court of Ohio, in its Advisory Opinion 2001-2, perhaps explained it best: “When an attorney is asked to pay an entity an amount of money

based upon the actual number of people who contact or hire the attorney or based upon a percentage of the fee obtained from rendering legal services, that is considered payment for a referral.” However, Total Bankruptcy spends considerable time explaining the economic viability of “pay-per-click” services. It contends that “pay-per-click” advertising is not indicative of referral based pricing schemes, but rather “one of the great ‘success stories’ of modern commerce on the Internet.” (*See* Response 9.) The “pay-per-click” pricing structure, it argues, is the result of technology enabling advertisers to accurately pinpoint the exposure of their ads and price them accordingly. (*See id.*) Total Bankruptcy draws parallels to the differing television pricing structures based upon higher or lower Nielson ratings to illustrate how the trajectory of advertising as a media tool is moving towards pay-per-click structures across genre. (*See id.* at 9-10). This argument shows only that violations of Rules of Professional Conduct can be both cutting edge and profitable.

Total Bankruptcy argues that its advertising structure is directly analogous to Google’s. (*See* Response 9, 29). This is not true. Google is an unbiased search engine that provides advertising space to any entity willing to pay for it. Google provides advertising using a “pay-per-click” payment scheme. The search engine lists advertisements prominently and allows the consumer to choose whether he or she would like to view a particular site. The advertiser pays based upon consumer interest. Total Bankruptcy, on the other hand, charges for far more than simply a click. Total Bankruptcy does not allow potential clients to choose among attorneys. Rather, Total Bankruptcy delivers a potential client’s complete contact information to the attorney who has purchased the exclusive right to potential clients in designated zip codes.

Total Bankruptcy purports to have a pricing policy that is nothing more than an extension of Google’s “pay-per-click” methodology. (*See* Respondent 9). This is not the case. In true “pay-

per-click” schemes, the fractional charges are tiny. Total Bankruptcy’s charges are robust. To disguise the “pay-per-lead” program as advertising, “software” and “call center” charges are added to the basic contact price. The software is simply Total Bankruptcy’s Internet system, not some special software available to participating lawyers. The “call center” is simply a charge reflecting the fact that the site contains Total Bankruptcy’s phone number rather than that of the sponsoring lawyer. For the privilege of having a call referred from Chicago to New London or New Haven, the attorney pays a hefty price. As discussed above, the Total Bankruptcy scheme involves a flat rate, prorated based upon the number of contacts, with additional charges set so as to require each “sponsoring attorney” to pay \$65 for each contact referred. “Pay-per-click” terminology cannot change a referral system into a valid and ethical advertising service.

II. TOTAL BANKRUPTCY’S FIRST AMENDMENT ARGUMENT IS IRRELEVANT TO THE ISSUE BEFORE THE STATEWIDE GRIEVANCE PANEL

Total Bankruptcy’s argument for infringement of its constitutional rights is hinged upon its claim to be an advertising enterprise. It claims that while the Grievance Committee may be able to prohibit referral services, it cannot prohibit advertising. But this is not an advertising case. It is a lead-selling/lead-buying case.

Nothing about this case implicates advertising, and certainly not group or shared advertising. The expenses are not shared. The charges to the participating lawyers do not change based upon how few or many lawyers buy zip codes in Connecticut or anywhere. None of the participating lawyers have any involvement in the website development, trade dress or content. None of them are involved in choosing where and how to market the website. None of them have their names “prominently displayed” on the website as sponsoring attorneys responsible for its content. None of them registered the URL for this website until they got caught buying leads.

Total Bankruptcy and Total Attorneys are not parties to this case. The Respondents are five attorneys who got caught buying leads from a Chicago firm that advertised on the web. If this were an advertising case, there would be a host of probable cause findings concerning the false and misleading nature of the advertising, the lack of compliance with the Connecticut registration and content rules, and the implied representations of specialization. There has been no attempt to regulate Total Lawyers, Total Bankruptcy, or the five respondents in the exercise of their free or commercial speech rights. The central issue of fact in this case is *what* Total Bankruptcy is: an illegal referral service. The only way that Total Bankruptcy, which wrote the ethics opinions for all the respondents, could make a First Amendment claim was to dress up its lead selling service as advertising. But calling it something does not make it so.

III. THERE IS A STRONG HISTORICAL AND PUBLIC POLICY ARGUMENT FOR REGULATING ATTORNEY REFERRAL SERVICES.

The Statewide Grievance Committee is within Constitutional bounds in its regulation of pay-to-play or pay-for-lead referral services. There is a substantial governmental interest and strong historical precedent for regulating commercial referral services in the legal profession. In the comments to Rule 7.2, the judges of the superior court set forth the public interest justifications for regulating such services, noting that referral services are understood by laypersons to provide unbiased referrals to qualified, insured lawyers. *See* Comments to Rule 7.2. Rule 7.2 ensures that these professional standards are met by requiring that referral services be either non-profit or approved by the proper regulatory authority. Indeed, there are qualified non-profit lawyer referral services offered by the bars of Hartford, New Haven and Bridgeport. They serve as neutral portals for the public seeking to find legal representation. Referral services that comply with the Rule can and do exist, demonstrating that legitimate services are not

deterred by the reasonable restrictions set forth in the rule and proving the Constitutional viability of the regulatory enterprise.

Total Bankruptcy's response notes, appropriately, that unapproved, for-profit referral services may be viewed as "kick-back[s]," "channeling", "corrupt" and "abusive." (Response 28.) There is a long and robust history of regulating referral services to guard against these concerns. Connecticut General Statute §51-87, part of our law for over 50 years, makes it a felony for an attorney to pay others to finding clients for him.³ The concerns reflected in the statute have their origins in the historical prohibition on maintenance-the ancient common-law crime where a third party entices another to engage in litigation for the profit of the third party. This prohibition appeared in the earliest lawyer discipline codes in the United States. In the 1908 Canon of Professional Ethics, Canon 27 prohibited procuring business both directly by advertising and by "indirection through touters of any kind." Canon 28 stated that "[s]tirring up strife and litigation is not only unprofessional, but it is indictable at common law. It is disreputable to . . . breed litigation . . . or to employ agents or runners for like purposes, or to pay or reward, directly or indirectly, those who bring or influence the bringing of such cases to [the attorney's] office." Bates v. Arizona allowed lawyer advertising. It did not remove the historical prohibition on maintenance, or the use of "runners" or "cappers". And Connecticut's prohibition on paying for referrals is not unique. See In re Berger, 283 A.D.2d 31 (N.Y.A.D. 2 Dept., 2001) (three year suspension for conduct including paying money to runners); Attorney Grievance Commission of Maryland v. Kahn, 290 Md. 654, (1981) (disbarment for conduct including using runners); Matter of Koden, 15 I. & N. Dec. 739, aff'd 564 F.2d 228 (7th Cir. 1977)(one year

³ Conn. Gen. Stat §51-87: "(a) Any person who (1) pays, remunerates or rewards any other person with something of value to solicit or obtain a cause of action or client for an attorney-at-law or (2) employs an agent, runner or other person to solicit or obtain a cause of action or a client for an attorney-at-law or (3) pays, remunerates or rewards any other person with something of value for soliciting or bringing a cause of action or a client to an attorney-at-law . . . shall be fined not more than one thousand dollars or imprisoned not more than three years or both."

suspension from immigration court for offering Spanish-speaker money for immigration referrals); In Re Randolph, 347 S.W.2d 91 (1961) (disbarment for fee splitting with investigator.)

The purpose behind rule 7.2—the modern iteration of the old canon—remains unchanged. Third parties seeking profit should not be allowed into the sacred territory between lawyers and their clients, either retained or potential. And those historical concerns remain to the present day. Indeed, in the 2009 legislative session Public Act 09-222⁴ was passed, prohibiting

⁴ P.A. No. 09-222

H.B. No. 6642

CRIMES AND OFFENSES--SOLICITATION--CLIENTS

AN ACT CONCERNING SOLICITATION OF CLIENTS, PATIENTS OR CUSTOMERS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (Effective October 1, 2009)

(a) For the purposes of this section:

(1) "Provider" means an attorney, a health care professional, as defined in section 19a-12a of the general statutes, a person who owns or operates a business or entity that provides legal or health care services, a person who, by such person's representations, creates a reasonable belief that such person or such person's practice, business or entity can provide legal or health care services or a person employed by or acting on behalf of any of such persons;

(2) "Public media" means telephone directories, professional directories, newspapers and other periodicals, radio, television, billboards and mailed or electronically transmitted written communications that do not involve in-person contact with a specific prospective client, patient or customer; and

(3) "Runner" means an individual who, for a pecuniary benefit, procures or attempts to procure a client, patient or customer at the direction of, request of or in cooperation with a provider whose purpose is to seek to obtain benefits under an insurance contract or assert a claim against an insured or an insurance company for providing services to the client, patient or customer, or to obtain benefits under or assert a claim against a state or federal health care benefits program or prescription drug assistance program, except that "runner" does not include (A) an individual who procures or attempts to procure a client, patient or customer for a provider through public media, (B) an individual who refers a prospective client, patient or customer to a provider as otherwise authorized by law, (C) an individual who facilitates, presents or speaks at a meeting, program or seminar that is open to the public and at which information about a provider's services are discussed, or (D) an individual who is a bona fide employee of a provider who responds to an inquiry or request for information initiated by a prospective client, patient or customer.

(b) An individual who knowingly acts as a runner or uses, solicits, directs, hires or employs another individual to act as a runner shall be fined not more than five thousand dollars or imprisoned not more than one year, or both.

“in person” solicitation or promotion of litigation by runners. And the public hearings surrounding the bill contained many chilling tales of how runners had put together fraudulent insurance claim schemes. And none of these schemes would work if lawyers were not paying for the business. Lawyers paying others to refer clients must be made to pay a high price.

Total Bankruptcy ultimately concludes its ethics argument with a single-paragraph public policy justification, claiming that the company saves attorneys time they might otherwise spend on generating leads, and in turn frees them up to participate in “*pro bono publico* engagements, service in civic and bar organizations,” and other altruistic and generous activities. (Response 35.) This is not a compelling public policy argument for allowing what has been prohibited for centuries—“for pay” referral services. None of the five respondents in these cases have claimed that because of their payments for clients to Total Lawyers or Total Bankruptcy, they were able to spend more time in public service. And Total Bankruptcy has not made any claim that there is empirical evidence of an upswing in charitable acts by attorneys since its website’s inception. Indeed, the motivation of everyone in these five cases appears to be identical—profit, and maximizing money-making opportunities for lawyers who choose to pay for leads from Total Lawyers or its affiliated companies. The fact that lawyers can make money by breaking the law and disregarding the rules of conduct is not enough to override the centuries-old ethical concerns reflected in Rule 7.2.

(c) The provisions of subsection (b) of this section shall not apply to the referral of individuals between attorneys, between health care professionals or between attorneys and health care professionals.

(d) The provisions of this section shall be in addition to, and shall not be construed to limit or restrict, the provisions of sections 51-86, 51-87 and 51-87a of the general statutes.

Approved July 8, 2009.

CONCLUSION

Participation in Total Bankruptcy's unauthorized referral service constitutes a violation of Rule 7.2. Disciplinary Counsel recommends a presentment for each of the five named respondents. In addition to the charges on which probable cause is found, the Reviewing Committee should add violations of Rule 8.4(2) and (4) for engaging in felonious conduct.

Respectfully submitted,

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Service certified to counsel of record for all Respondents.

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