

## FOURTH DEPARTMENT GRIEVANCE ISSUES

The following are digests of fact patterns that resulted in the issuance of Letters of Caution and Admonition from the Grievance Committees of the Fourth Judicial Department during the period from June, 2006 to November, 2007. The digests are written in generic terms, as these matters are confidential pursuant to §90(10) of the Judiciary Law. It is hoped this information will be beneficial to the legal community and will assist lawyers in recognizing particular conduct which may result in action by the Grievance Committees.

These digests of Letters of Caution and Admonition may also be viewed at the webpage of the Attorney Grievance Committees, which may be accessed through the Appellate Division, Fourth Department's website at [www.courts.state.ny.us/ad4](http://www.courts.state.ny.us/ad4). Members of the bar may also wish to view the Attorney Grievance website for other useful information related to professional ethics and the attorney disciplinary system. These resources include the Lawyer's Code of Professional Responsibility, the Fourth Department's Rules Relating to Attorneys, a description of the Fourth Department Attorney Grievance Committees, office addresses and staff, attorney registration, recent attorney disciplinary decisions by the Fourth Department, and other professional ethics resources.

**LETTERS OF CAUTION** - *A Letter of Caution may be issued by the Chief Counsel after consultation with the Chairperson of the Committee. A Letter of Caution is a non-disciplinary disposition of a complaint which informs the attorney that the attorney has violated the spirit, if not the letter, of an ethical standard. It is meant to educate an attorney with reference to subsequent conduct. Accordingly, Letters of Caution are reserved for minor violations of ethical standards not resulting in detriment to the public.*

1. A number of attorneys were cautioned for failing to comply with the Appellate Divisions' Procedures for Attorneys in Domestic Relations Matters at 22 NYCRR Part 1400, including failures: to provide clients with retainer agreements and Statements of Client's Rights and Responsibilities, to provide retainer agreements which complied with all requirements of these Rules, to provide itemized billing statements to clients at least every 60 days, to provide notices to arbitrate fee disputes, to obtain Court approval and to give notice to adversary upon taking security interests for legal fees, and used impermissible non-refundable fee provisions in retainer agreements. *See also*, Disciplinary Rule 2-106.
2. A number of attorneys were cautioned for failing to timely comply with the attorney registration requirements.
3. Dishonored check report issued on attorney's trust account revealed that attorney advanced filing fees on behalf of two clients from trust account before depositing associated funds from clients. Attorney also had inadequate recordkeeping, and trust account was not properly labeled.

4. While representing a plaintiff in a personal injury action, attorney improperly released settlement proceeds to client without satisfying a doctor's lien.
5. Attorney threatened criminal prosecution in an effort to obtain tenant's rent and security deposit related to rental property owned by client. Disciplinary Rule 7-105.
6. Attorney threatened criminal prosecution concerning receipt of a collection letter by attorney's business.
7. In a domestic relations matter, attorney did not provide client with a signed retainer agreement, did not give client Statement of Client's Rights, and did not send periodic billing statements. Attorney also failed to adequately communicate with client, and was not cooperative with the Grievance Committee during investigation of complaint.
8. Attorney engaged in improper conflict of interest (former client, DR 5-108) in child support enforcement matter.
9. In domestic relations matter, attorney failed to timely turn over file to successor counsel after attorney was discharged, and failed to provide periodic itemized billings to client at least every 60 days.
10. Following real estate closing, attorney agreed to resolve property tax arrearage issue for client, and then neglected to take any actions to do so. Attorney also failed to promptly cooperate with the Grievance Committee's investigation.
11. Attorney made two small loans to clients without proper disclosures.
12. Two attorneys practiced under a partnership name for several years when, in fact, they had not executed a partnership agreement or filed a partnership certificate. DR 2-102(C) ("a lawyer shall not hold himself or herself out as having a partnership with one or more lawyers unless they are in fact partners").
13. In several bankruptcy matters, attorney failed to adequately communicate with clients.
14. Former municipal attorney represented client in a claim against municipality, which had been pending against that municipality during the time attorney was employed by the municipality. DR 9-101(B)(1).
15. Retainer agreement with DWI client included an impermissible non-refundable retainer clause. DR 2-106(C)(3), DR 2-110(A)(3).
16. Following Court's denial of client's *habeas corpus* petition, attorney failed to advise client of client's right to appeal pursuant to 22 NYCRR §1022.11(a).
17. Attorney failed to pursue a workers' compensation matter, resulting in the expiration of the statute of limitations. Attorney also failed to cooperate with Grievance Committee's investigation.

18. Attorney failed to diligently advance two client matters, failed to adequately communicate with them, and failed to promptly return their legal files.
19. In a divorce proceeding, attorney failed to adequately communicate with client, and failed to provide client with a written retainer agreement. Attorney also failed to promptly cooperate with the Grievance Committee's investigation.
20. In an Article 81 proceeding brought in connection with the control of a family business by a family member, attorney submitted an affidavit which revealed confidences and secrets gained from other family members during attorney's prior representation of family.
21. Attorney neglected two divorce matters by failing to promptly file the judgments of divorce, and by failing to adequately communicate with the clients.
22. In a post-divorce matter in which client retained attorney to value former husband's pension and prepare a QDRO, attorney neglected to advance the matter, and failed to provide client with a Statement of Client's Rights and Responsibilities. Attorney has since refunded the client's full legal fee.
23. Attorney failed to perfect two appeals from adverse determinations of the Parole Board.
24. Following client's conviction, attorney failed to timely file Notice of Appeal, and Appellate Division subsequently declined to accept a late Notice of Appeal.
25. Attorney failed to timely perfect client's criminal appeal.
26. In a real estate transaction, attorney simultaneously represented two parties with adverse interests, without providing full disclosure or obtaining parties' consent.
27. In an infant settlement of a personal injury case, attorney unduly delayed in finalizing the settlement, and inadequately communicated with client.
28. Attorney failed to diligently advance clients' matters and failed to adequately communicate with clients and opposing counsel. Attorney also failed to adequately cooperate with the Grievance Committee's investigation, requiring the service of a subpoena directing attorney's appearance before Grievance Committee's counsel for examination.
29. In representing wife in divorce action, attorney unduly delayed in filing the judgment of divorce, and then engaged in undue delay in filing a QDRO. Attorney also failed to provide client with itemized invoices every 60 days.
30. Attorney accepted representation of plaintiff in a personal injury matter, but failed to enter into a written retainer agreement, as required by DR 2-106(D).

31. In a proceeding for change of custody, attorney improperly directly contacted employer of opposing party in order to accuse opposing party of improperly using employer's office equipment.
32. In client's bankruptcy matter, attorney failed to advance the matter, resulting in an Order for possible contempt sanctions, and attorney failed to adequately communicate with client.
33. During business negotiations with represented parties, attorney failed to identify himself as an attorney, and subsequently provided legal services during settlement negotiations of a resulting dispute. Attorney also failed to promptly cooperate with the Grievance Committee's investigation.
34. In developing law firm's website, attorney improperly included the phrase "we *specialize*" in handling certain types of cases. The offending term has since been removed from the firm's website. DR 2-105(A).
35. In a contract dispute between attorney's client builder and homeowner, attorney neglected to advance or resolve the matter during a lengthy period of time.
36. Attorney for municipality engaged in improper conflict of interest by simultaneously representing a home builder who sought various approvals from the municipality's Planning and Zoning Boards.
37. In representing a seller in a real estate transaction, attorney used inappropriate and abusive language in a facsimile transmission to buyer's attorney, and threatened to file a grievance against buyer's counsel. In attorney's response to the Grievance Committee, attorney continued the disparaging comments against the buyer's attorney.
38. Attorney deposited real estate proceeds check in trust account, and on same date issued a check to client, without allowing the first check to clear, and the check to the client was subsequently dishonored.
39. In a divorce action, attorney's retainer agreement included an impermissible contingent fee provision, and did not otherwise comply with the requirements of the Rule at 22 NYCRR Part 1400. Attorney also failed to provide client with Statement of Client's Rights and Responsibilities, and failed to provide the client with itemized billings every 60 days.
40. Attorney filed a mechanic's lien on behalf of a contractor against residential property, and although he was thereafter retained to foreclose on the lien, he neglected to timely file the foreclosure action. Attorney also failed to adequately communicate with client by failing to return numerous telephone calls requesting to be advised concerning the status of the matter.

41. Following settlement of client's personal injury matter, attorney failed to satisfy doctor's lien.
42. In a real estate transaction, attorney engaged in conflict of interest by representing buyer, seller, and mortgagee.
43. Contempt Orders issued against two attorneys who failed to comply with subpoenas directing their appearances at depositions in which they were to testify as witnesses.
44. Attorney became involved in a dispute concerning the application of client's bail funds toward attorney's fee, which dispute was subsequently appropriately settled.
45. After accepting a retainer fee, attorney failed to perfect client's criminal appeal.
46. In a divorce action, attorney failed to promptly refund an unused retainer, and improperly deposited an advance fee in trust account. Attorney also failed to promptly cooperate with Grievance Committee's investigation.
47. Attorney neglected two client matters, resulting in detriment to clients. Additionally, in one of these matters, attorney included an impermissible non-refundable fee clause in retainer agreement.
48. Attorney neglected client's debt matter, including failure to respond and appear on a summary judgment motion, which was granted against client. Attorney subsequently failed to file a motion to vacate that judgment, and failed to adequately communicate with client.
49. Attorney engaged in former client conflict of interest by initially representing husband and wife in a personal injury action, after which husband and wife were divorced. Attorney subsequently represented husband against wife on petition for modification of child support. (DR 5-108(A))
50. Failure by partner in law firm to properly supervise an associate attorney who neglected a personal injury matter by allowing the statute of limitations to expire without commencing an action.
51. Attorney failed to file an action on behalf of client prior to expiration of statute of limitations.
52. In a personal injury matter, attorney neglected to file the action, resulting in the expiration of the statute of limitations, failed to adequately communicate with the clients, and lost the legal file. Attorney also neglected a second matter by failing to file a personal injury action on behalf of the client.

53. In representing a defendant on criminal charges, attorney included an impermissible non-refundable provision in a written retainer agreement, and failed to promptly refund the unearned portion of the legal fee after being discharged by the client.
54. In advertisement in telephone directory, attorney failed to include office address.
55. Attorney convicted of misdemeanor DWI.
56. Attorney neglected to file a personal injury action before the expiration of the statute of limitations, and subsequently neglected to properly inform the client of this failure.
57. In client's divorce action, attorney neglected to advance the matter, and lost the client's file.
58. Failure to cooperate with the inquiries of the Grievance Committee.
59. Attorney neglected client matters, resulting from attorney's diagnosis of depression.
60. In an immigration matter, attorney failed to notify client of an adverse decision by the Board of Immigration Appeals in sufficient time to file a notice of appeal.
61. Neglect of clients' criminal matters, by failing to timely perfect administrative appeals of Division of Parole determinations, and failing to timely perfect an appeal of a misdemeanor DWI conviction.
62. Neglect of client's personal injury matter by taking no action to advance the matter for more than two years, and failure to adequately communicate with client.
63. Attorney engaged in inappropriate and unprofessional behavior toward a female attorney, bordering on stalking and sexual harassment.
64. Undue delay in finalizing and filing a judgment of divorce.
65. Suspended attorney failed to promptly remove listings in telephone directories and internet directory indicating attorney was still licensed to practice law.
66. In setting up attorney trust account, attorney improperly failed to advise the bank that it should have been set up as an IOLA account, and attorney received dishonored check report on the account.
67. While representing the wife in a divorce action, attorney improperly released the deed to the marital residence to the wife without first securing payment of a distributive award, and without consulting with opposing counsel.

68. Attorney failed to promptly file a judgment of divorce and related documents following the settlement of the matter.
69. In representation of client as defendant in a breach of lease action, attorney failed to file Answer, resulting in a default judgment against client. Attorney also failed to return numerous telephone calls from client.
70. Following a fee arbitration in which attorney was directed to make a partial refund to divorce client, attorney made disparaging comments about client in letter by which fee refund was made, and also indicated that attorney would refuse to participate in fee arbitration in the future.
71. In a Section 50-h hearing, municipal attorney was discourteous and directed undignified remarks toward opposing counsel and a witness.
72. In papers submitted to the Court in support of application to withdraw as counsel for client, attorney improperly revealed confidential information.
73. Disbarred attorney failed to ever file an Affidavit of Compliance with the Appellate Division, as required by the Court's Rule at 22 NYCRR §1022.27(b).
74. Attorney's advertising failed to include an office address, misrepresented attorney's experience, and advertised an improper contingent fee arrangement for domestic relations matters.
75. Dishonored check notice issued on attorney's trust account, resulting from attorney's issuance of a check in a residential real estate transaction from the trust account before the funds related to the transaction were wired into the trust account.
76. Attorney improperly instructed and supervised paralegal concerning the execution and notarization of certain releases in a pending estate proceeding.
77. Attorney convicted of DWAI.
78. In a matrimonial action, attorney received a check on behalf of client, kept it in the legal file, and failed to forward it to the client or return it to opposing counsel after being requested to do so. Attorney also failed to provide client with itemized invoices every 60 days.
79. In representation of ex-wife in applications for two post-divorce judgment QDROs, attorney did not provide client with written retainer agreement or Statement of Client's Rights and Responsibilities, and failed to provide itemized invoices every 60 days.
80. During representation of client on felony and misdemeanor charges, attorney in letters to District Attorney's office made derogatory, undignified and disloyal remarks about client.

81. Suspended attorney failed to discontinue use of internet website which indicated that attorney's law firm was still functioning.
82. Suspended attorney convicted of DWAI.
83. Attorney failed to promptly perfect appeal of client's murder conviction, and neglected to perfect the appeal of a Family Court matter, resulting in the dismissal of that appeal. Attorney also made an unprofessional and offensive comment toward client in attorney's response to the Grievance Committee.
84. In acting as a guardian of the property of an elderly woman, attorney neglected to file annual reports with the Court Examiner, and was unresponsive to the client's children. Attorney disregarded notices issued by the Court Examiner to provide the annual reports, and ignored a Court Order directing the attorney to pay legal fees to another attorney. The attorney subsequently resigned as the guardian and filed the required guardian reports.
85. In a dental malpractice matter, attorney failed to communicate to client that the case lacked merit due to pre-existing conditions. Attorney also failed to provide client with written retainer agreement, as required by DR 2-106(D).
86. In representation of a client to provide services in connection with the development of a housing project and other related legal services, attorney failed to provide client with a written letter of engagement or other retainer agreement, as required by 22 NYCRR Part 1215.
87. A dishonored check report concerning two returned checks on attorney's trust account resulted from attorney issuing checks on uncollected and undeposited funds. Trust account also included an undocumented electronic transfer, and failure to properly identify the trust account on the pre-numbered checks and deposit tickets.
88. Law firm's advertisement improperly stated that the firm "specialized" in certain practice areas. DR 2-105(A).
89. In a motion to withdraw from representation, attorney improperly included written and e-mail communications containing client confidences and secrets.
90. Attorney made inappropriate contact with a represented party [DR 7-104(A)], and made disparaging remarks regarding opposing counsel in motion papers filed with the Court.
91. In the representation of client in personal injury case, attorney failed to provide client with a written retainer agreement or other writing stating the fee arrangement, as required by Disciplinary Rule 2-106(D) and 22 NYCRR §1215.1.
92. In a telephone call with a law enforcement officer while attempting to arrange the surrender of a client, attorney used undignified language toward the officer.

93. During the representation of two bankruptcy clients, attorney engaged in undignified behavior during court appearances.
94. Retainer agreement in domestic relations matter included an impermissible non-refundable fee provision.
95. In a personal injury matter which resulted in an infant settlement on behalf of the attorney's client, attorney failed to provide a written retainer agreement to the infant's father, as required by Disciplinary Rule 2-106(D).
96. Attorney failed to advance client's civil matter regarding seizure of property by a bank. Attorney also failed to adequately communicate with client.
97. Attorney neglected to advance client's negligence case, resulting in the dismissal of the case.
98. In a dispute concerning the clients' purchase of residential real property, attorney neglected to commence an action, resulting in the expiration of the statute of limitations, and failed to adequately communicate with clients.
99. Disbarred attorney never filed an Affidavit of Compliance with the Appellate Division, as required by Court Rule 22 NYCRR §1022.27(d).
100. A dishonored check notice was issued on attorney's IOLA account, resulting from an error in issuing a check from this account instead of from attorney's operating account. Also, the checks and deposit tickets did not properly identify the account as an attorney trust or escrow account, the account also improperly had overdraft protection, and attorney's ledger did not properly reconcile the activity in the account.
101. During the representation of husband in divorce action, attorney used discourteous language toward opposing counsel and the opposing party. Also, attorney's retainer agreement did not fully comply with the requirements of 22 NYCRR §1400.3.
102. Upon withdrawing from the representation of the seller in a real estate transaction, attorney improperly released escrowed funds to the prospective buyer without notice to seller and without first obtaining a release from the prospective buyer, as had been requested by the seller.
103. Dishonored check notice on attorney's trust account, resulting from a deposit of client funds inadvertently made into attorney's operating account.
104. In a domestic relations matter, retainer agreement included an impermissible non-refundable fee clause.

105. In the settlement of a personal injury matter, attorney failed to promptly notify former counsel who had a lien for attorneys' fees, and disbursed all proceeds rather than maintaining the disputed portion in attorney trust account.
106. As assigned counsel on appeal of client's murder conviction, attorney neglected to promptly advance the appeal for several months, allowing it to be dismissed.
107. Attorney placed own financial interests ahead of client's interests, and failed to keep client informed of costs.
108. While acting as law guardian, attorney failed to submit an appellate brief.
109. In a domestic relations matter, attorney misled client concerning legal fees, and failed to provide a Statement of Client's Rights and Responsibilities to client.
110. Attorney failed to deposit funds sufficient to pay the charges associated with trust account, and issued a check drawn on the trust account prior to the associated deposit clearing, causing a check to be dishonored.
111. In the appeal of a civil matter, attorney failed to inform client that appellate court had issued an adverse determination, failed to respond to client inquiries, failed to respond to the appellate court, and misled the client to believe that the appeal was still viable.
112. In a real estate closing, attorney represented both buyer and seller, without making the proper disclosures to both parties, or obtaining their consent to the dual representation.
113. While representing a client on a DWI charge, attorney failed to properly supervise a non-lawyer employee, who made an unauthorized charge for a portion of the legal fee on the debit card of the client's mother.
114. Attorney neglected client's slip and fall personal injury matter, and failed to adequately communicate with clients.
115. Attorney convicted of misdemeanor DWI.
116. Attorney neglected to promptly complete all filing requirements for client's son's name change matter.
117. In a custody and visitation matter, attorney entered into a retainer agreement with father/client which included a barter arrangement, which is considered to be a business transaction with a client. Attorney failed to provide any written disclosure concerning a possible conflict of interest, or the advisability of the review of this arrangement by independent counsel. DR 5-104. Attorney also failed to provide itemized billings to client every 60 days.

118. Attorney failed to keep proper records concerning the deposit of a client's payment for a DWI fine into a trust account.
119. Attorney engaged in improper conflict of interest by continuing to represent both husband and wife in a joint bankruptcy petition, after husband and wife separated, and neglected to take actions to avoid the entry of a restraining order placed by judgment creditor on a bank account.
120. In the representation of the purchaser in a real estate transaction, attorney neglected to promptly attend to the payment of property taxes or to rectify certain overcharges at the closing, and engaged in undue delays in closing the transaction.
121. During the representation of the wife in a divorce action, attorney engaged in improper conflicts of interest by entering into a business transaction with client and by engaging in actions which called into question attorney's ability to exercise independent professional judgment on behalf of client. DR 5-104, 5-101(A).
122. Attorney failed to promptly attend to client's matter, in which attorney was retained to negotiate and draft a separation agreement.
123. In a landlord-tenant dispute in which attorney represented landlord, attorney failed to properly maintain complete records of all funds obtained from tenant paid toward judgment obtained against tenant. DR 9-102(C)(3).
124. After landlord's attorney obtained judgment against former tenant, attorney failed to provide copy of income execution to unrepresented tenant, and failed to respond to numerous telephone calls from unrepresented tenant.
125. In an out-of-state divorce proceeding, New York attorney did not fully advise the out-of-state Court that attorney was not admitted to practice there before eventually withdrawing, and filed a motion there without requesting admission *pro hac vice*.
126. Attorney represented tenant in landlord-tenant dispute, and neglected to promptly advance the matter.
127. Attorney represented creditor in bankruptcy, and failed to promptly respond to client's requests for information.
128. Attorney failed to promptly commence client's divorce action, failed to provide client with written retainer agreement, and failed to provide itemized invoices every 60 days.
129. Attorney failed to timely submit claim to Department of Labor for client's workers' compensation benefits, resulting in the denial of the claim.

130. During the representation of the seller in a real estate transaction, attorney failed to properly supervise non-lawyer paralegal concerning the payment of a disputed real estate broker's commission.
131. Attorney breached fiduciary duty by improperly releasing client's bail funds to a third party.
132. Attorney failed to properly maintain trust account, resulting in a dishonored check.
133. In a civil action, attorney disregarded trial court's discovery and scheduling orders, resulting in the imposition of sanctions, and resulting in detriment to clients.
134. Attorney convicted of misdemeanor DWI.
135. Attorney neglected to promptly advance a domestic relations matter, failed to adequately communicate with client, and failed to provide client with itemized invoices at least every 60 days. Attorney also failed to promptly cooperate with the inquiries of the Grievance Committee.
136. Attorney failed to promptly advance matrimonial action, failed to return telephone calls or respond to opposing counsel, and failed to complete QDRO.
137. Attorney represented lender in real estate transaction, and failed to timely record certain closing documents after they were returned to attorney for correction.
138. Attorney pled guilty to misdemeanor DWI.
139. In real estate closing, attorney disbursed closing proceeds prior to making associated deposit into attorney trust account, and despite instructions to the contrary.

**LETTERS OF ADMONITION** - *A Letter of Admonition is a form of non-public discipline issued by the Committee which declares the conduct of the lawyer improper, but does not limit the lawyer's right to practice. Admonition is the least serious of the formal disciplinary sanctions, and is the only private sanction.*

1. Attorney engaged in improper conflict of interest by entering into a business transaction with client, and gave the client the impression that attorney was practicing law prior to date the attorney was actually admitted.
2. Various improprieties occurred in attorney's maintenance of trust account, including commingling of earned legal fees on two occasions shortly after the account was opened.

3. In a civil action, attorney filed a motion merely to harass and maliciously injure other counsel, resulting in the imposition of sanctions by the Court, pursuant to 22 NYCRR §130-1.1.
4. Two attorneys who were both signatories to their firm's trust account engaged in various improprieties concerning the maintenance of that account.
5. Attorney engaged in various improprieties concerning the maintenance of trust account.
6. Attorney maintained an improper advertisement on office letterhead. Attorney has extensive grievance history demonstrating a course of unprofessional behavior.
7. Attorney breached fiduciary obligations as Special Counsel to Bankruptcy Trustee, and made misrepresentation to Trustee.
8. In attorney's personal civil dispute, attorney improperly communicated a threat of criminal prosecution to opponent in an attempt to have opponent settle the matter, and neglected a separate client matter.
9. Attorney engaged in multiple serious conflicts of interest and self-dealing by representing both the buyer and seller in a real estate transaction, and in other matters related to that transaction. In an unrelated divorce proceeding, attorney obtained Court's signature on a disputed judgment of divorce without prior notice to or approval of opposing counsel, and misrepresented to Court that the opposing party had agreed to the signing of this judgment.
10. Attorney engaged in various improprieties in the maintenance of attorney trust account.
11. Attorney neglected several legal matters, engaged in discourteous behavior, and failed to promptly cooperate with the inquiries of the Grievance Committee.
12. Attorney neglected client matters, resulting in detriment to clients.
13. Attorney engaged in certain improprieties in the maintenance of trust account, with regard to funds received pursuant to an escrow agreement in a real estate transaction.
14. Attorney engaged in serious neglect of multiple-plaintiff civil case, by continually disregarding the trial court's discovery and scheduling orders, resulting in the imposition of sanctions, and ultimately in the dismissal of clients' lawsuit.
15. Attorney improperly affixed client's signature, then notarized that signature on an Affidavit, and improperly notarized three other documents in a civil action, and thereafter filed them with the Court.

16. Attorney misled client's family concerning status of client's criminal appeal, failed to adequately communicate with client concerning criminal appeal and divorce action, and failed to cooperate with successor counsel in refunding unused portion of legal fee.
17. Attorney failed to keep adequate bookkeeping records of trust account, resulting in the issuance of a dishonored check, and engaged in other improprieties in the maintenance of trust account.
18. Attorney neglected client's matter and made misrepresentations concerning the status of the case. Attorney was previously suspended for similar conduct.
19. Attorney failed to keep appropriate bookkeeping records of trust account, and engaged in other improprieties in the maintenance of the account.
20. Attorney neglected several client matters, and failed to adequately communicate with clients about their matters.
21. In representation of client in criminal matter, attorney falsified client's signature on a letter waiving client's speedy trial rights.
22. Attorney failed to properly maintain in a trust account the proceeds of a civil judgment, which were the subject of disputed legal fees. Attorney failed to properly supervise a paralegal employee, and ratified paralegal's improper execution of closing documents in a real estate transaction.