THIS REPORT IS NOT A FINAL ORDER OF DISCIPLINE*

DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY
HEARING COMMITTEE NUMBER TEN

In the Matter of:	:	
	:	
KEVIN J. McCANTS,	:	
	:	Board Docket No. 18-ND-003
Respondent.	:	Disc. Docket Nos.: 2012-D459 &
	:	2013-D108
A Member of the Bar of the	:	
District of Columbia Court of Appeals	:	
Bar Registration No. 493979	:	

REPORT AND RECOMMENDATION OF HEARING COMMITTEE NUMBER TEN APPROVING PETITION FOR NEGOTIATED DISCIPLINE

I. PROCEDURAL HISTORY

This matter came before Hearing Committee Number Ten on January 8, 2019, for a limited hearing on an Amended Petition for Negotiated Discipline (the "Petition"). The members of the Hearing Committee are Margaret M. Cassidy, Esq., Chair; Joel Kavet, MPH, ScD, Public Member; and Mary E. Kuntz, Esq., Attorney Member. The Office of Disciplinary Counsel was represented by Assistant Disciplinary Counsel Traci M. Tait. Respondent, Kevin J. McCants, Esq., appeared *pro se*.

The Hearing Committee has carefully considered the Petition for Negotiated Discipline signed by Disciplinary Counsel and Respondent, the supporting

* Consult the 'Disciplinary Decisions' tab on the Board on Professional Responsibility's website (www.dcattorneydiscipline.org) for more information about this case.

affidavit submitted by Respondent (the "Affidavit")[1], and the representations during the limited hearing made by Respondent and Disciplinary Counsel. The Hearing Committee also has fully considered its *in camera* review of Disciplinary Counsel's files and records and its *ex parte* communications with Disciplinary Counsel. *See* Confidential Appendix, *infra*. For the reasons set forth below, we approve the Petition, find the negotiated discipline of a 90-day suspension, stayed in favor of probation with conditions and a conditional fitness requirement is justified, and recommend that it be imposed by the Court.

II. FINDINGS PURSUANT TO D.C. BAR R. XI, § 12.1(c) AND BOARD RULE 17.5

The Hearing Committee, after full and careful consideration, finds that:

1. The Petition and Affidavit are full, complete, and in proper order.

2. Respondent is aware that there is currently pending against him an investigation into and/or a proceeding involving allegations of misconduct. Tr. 18[2]; Affidavit ¶ 4.

3. The allegations that were brought to the attention of Disciplinary Counsel are that Respondent violated D.C. Rule of Professional Conduct ("Rule") 1.4(a) (failing to keep his client reasonably informed and failing to promptly comply with reasonable requests for information), Rule 1.4(b) (failing to explain

[1] Respondent did not submit a revised affidavit with the December 6, 2018 Amended Petition. However, he confirmed on the record during the limited hearing that the statements made in his affidavit dated August 9, 2018, which accompanied the original petition, remained accurate. *See* Tr. 16-18, 41-42.

[2] "Tr." Refers to the transcript of the limited hearing held on January 8, 2019.

the matter reasonably necessary to permit the client to make informed decisions), Rule 1.5(b) (failing to provide his client with a writing setting forth the basis or rate of the fee or the scope of his representation), Rule 1.15(a) (failing to maintain complete records for five years after termination of the representation), and Rule 1.16(d) (failing to refund the unearned fee in a timely manner). Petition at 4, 6. These allegations stemmed from two separate matters: Count One involving client James Woodland, and Count Two involving client Silas D. Baker. Petition at 2, 4.

4. Respondent has freely and voluntarily acknowledged that the material facts and misconduct reflected in the Petition are true. Tr. 19; Affidavit ¶¶ 3, 5. Specifically, Respondent acknowledges the following facts:

> 1) Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on September 9, 2005, and assigned Bar number 493979. Tr. 17.
>
> 2) *Count One.*[3] In October 2010, Respondent represented James Woodland in a misdemeanor criminal matter before the D.C. Superior Court.
>
> 3) During the few months that Respondent represented his client – from October 2010 through February 2011 – Mr. Woodland paid Respondent $900. Although Mr. Woodland received receipts for his payments, Respondent did not provide Mr. Woodland a writing setting forth the basis or rate of his fee.
>
> 4) Respondent informed Mr. Woodland that a status hearing had been scheduled for November 16, 2010, in his misdemeanor case. Respondent had a conflict in Superior Court on that day, but did not inform his client of that fact in advance. Mr. Woodland appeared for his hearing, and although Respondent checked in with the court clerk, he did not apprise his client that he would be in another courtroom and might not be present when Mr. Woodland's case was called. Respondent did not ask the other

[3] The facts of Count One span from ¶¶ 2) – 11); the facts of Count Two span from ¶¶ 12) – 18).

judge for a short break to update Mr. Woodland that he might not be able to appear with him when his case was called, although Respondent believes that his request would have been granted.

5) Mr. Woodland waited all day in the courtroom for Respondent's conflicts to be resolved, while the presiding judge in Mr. Woodland's case handled the other matters before him. Eventually, the presiding judge called Mr. Woodland's case, and the other parties appeared and addressed the court. Mr. Woodland also addressed the court when responding briefly to the judge's question whether Respondent would be able to continue the matter to a specific date one month later:

> THE COURT: All right. Can we continue this matter for Mr. McCants for the 15th of December?
>
> [MR. WOODLAND]: Yes, sir.

Mr. Woodland had no way to know whether Respondent was in fact available on the new date.

6) Mr. Woodland was very upset after the hearing and expected to hear from Respondent about why he had told him (Mr. Woodland) to appear in court but had not appeared himself. By the close of business that day, Respondent still had not contacted Mr. Woodland.

7) Sometime shortly thereafter, Mr. Woodland ended up going to Respondent's office to obtain an explanation.

8) Respondent explained for the first time during that meeting that he had had another case on the same day as Mr. Woodland's, and because that matter was a felony, it had a higher priority at Superior Court.

9) After hearing his explanation, Mr. Woodland remained generally concerned by how Respondent was handling his case and eventually terminated the representation and found successor counsel.

10) Mr. Woodland initiated an arbitration action to recover the $900 he had paid Respondent for the representation. On August 31, 2012, the arbitrator directed that Respondent refund him $750.

11) Although Respondent ultimately refunded the $750 in April 2013, he did not do so before Mr. Woodland sued him *pro se* in Superior

Court. The court held at least three hearings before dismissing Mr. Woodland's case because of his inability to serve Respondent. Mr. Woodland eventually filed an ethics complaint against Respondent. After receiving the disciplinary complaint, Respondent refunded Mr. Woodland's $750.

12) *Count Two.* Sometime before September 30, 2011, Respondent began to represent Silas Baker in his quest to be paroled from federal prison. At the time Mr. Baker hired Respondent, Mr. Baker was still represented by another attorney, and Mr. Baker and that attorney were awaiting the outcome of a pending appeal. Mr. Baker terminated that attorney's services after the Parole Commission Appeals Board affirmed the decision of the hearing examiner, denying parole.

13) Respondent charged Mr. Baker $3000 for representing him in the parole matter but never provided a writing setting forth the basis or rate of his fee, despite Mr. Baker's requests. Respondent never clarified in writing what the nature of the fee was, whether flat fee or an advance retainer for hourly fees.

14) Mr. Baker had an account at Wells Fargo Bank but did not have ready access to the account since he was incarcerated. Respondent accepted a "special" power of attorney to access Mr. Baker's Wells Fargo account.

15) Respondent obtained his fees out of Mr. Baker's Wells Fargo account. However, Respondent failed to document his use of the funds, or keep track of his time worked on Mr. Baker's matters; and, he failed to provide Mr. Baker a receipt for how much he took out of his account.

16) After Respondent was given power of attorney for Mr. Baker's Wells Fargo account, from time to time, Mr. Baker asked Respondent to withdraw and send funds to him from his Wells Fargo account for deposit in Mr. Baker's prison bank account. Respondent accommodated Mr. Baker on several occasions, but failed to make or maintain a record of those transactions. Eventually, a dispute arose between Respondent and Mr. Baker about how much money Respondent had withdrawn, and Mr. Baker accused Respondent of theft. A review of the relevant bank records from Wells

Fargo fails to reveal evidence that Respondent mishandled his client's entrusted funds.[4]

17) In the meantime, Mr. Baker became increasingly more uncomfortable with Respondent's representation of him, eventually concluding that Respondent was not advancing his interests in any meaningful way. He ultimately filed a disciplinary complaint against Respondent.

18) Respondent was in frequent telephone contact with his client in order to evaluate and discuss Mr. Baker's legal theories regarding how to proceed. But by his own admissions, Respondent never wrote any letters to Mr. Baker describing the legal strategies that the two had discussed on the phone. (Tr. 24-25). Nor did Respondent make efforts to visit Mr. Baker in prison to discuss these strategies further (Tr. 27-28). Generally, Respondent admitted that he did not take the steps necessary to assure that Mr. Baker understood the legal strategy or to clarify any ambiguities. As a result of failing to counsel Mr. Baker beyond the phone calls and not "appreciate[ing] the fact that [his client] had a very limited education[,]" and that his client didn't "really get it" (Tr. 25-26), Respondent acknowledged that his client could not have made an informed decision about his matter.[5]

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[4] The allegation of theft is discussed further in the Confidential Appendix, *infra*.

[5] The Petition phrased this stipulated fact as such:

> Respondent was in frequent telephone contact with his client in order to evaluate and discuss Mr. Baker's legal theories regarding how to proceed. However, in response to Disciplinary Counsel's investigation, Respondent set forth a theory of proceeding in Mr. Baker's case that he had never explained to his client. Respondent acknowledges that he never explained to Mr. Baker during the representation that he did not believe his client's theories the be [sic] viable paths forward.

Petition at 5-6. At the January 8 limited hearing, the Chair asked Respondent if there is anything inaccurate about the stipulated facts in the Petition; Respondent replied "Yes." Tr. 19. Respondent explained that although he agreed that he violated Rule 1.4(b) with respect to 18), he nonetheless took issue with 18)'s characterization that he "never told [the client] what the strategy was," since "every phone call almost every day was about strategy." Tr. 19. Respondent instead opined that he did not appreciate that his client had a "very limited education" (Tr. 25) and admitted he should have followed up his phone calls with letters and visits to assure that his client was informed about the representation. Tr. 26-28.

Petition at 2-6.

5. Respondent is agreeing to the disposition because Respondent believes that he cannot successfully defend against discipline based on the stipulated misconduct. Tr. 17; Affidavit ¶ 6.

6. Disciplinary Counsel has made no promises to Respondent other than what is contained in the Petition for Negotiated Discipline. Affidavit ¶ 3. Those promises and inducements are that Disciplinary Counsel agrees not to pursue any charges arising out of the conduct described in Section II other than those set forth above, or any sanction other than that set forth below. Petition at 6. Respondent confirmed during the limited hearing that there have been no other promises or inducements other than those set forth in the Petition. Tr. 41.

During this segment of the Hearing, Respondent gave numerous assurances that despite his disagreement with parts of 18), he did in fact violate Rule 1.4(b). *See, e.g.*, Tr. 23 ((Chair): "So Mr. McCants . . . you're agreeing that vis-à-vis Mr. Baker, that [you violated] Rule 1.4(b) . . . ." (Respondent): "I'm not disputing it."); Tr. 26 ((Chair): "What I am hearing you say despite paragraph 18, that given your understanding of Mr. Baker as a client, and although you talked with him regularly . . . you may not have given him the information or approach to representation with him in such a manner that he could have made an informed decision." (Respondent): "I agree with that."); Tr. 27 ((Chair): "[T]hat Rule 1.4(b) violation still sits because . . . you weren't informing him such that he can make [a] decision in the capacity and – for his unique situation?" (Respondent): "It's true. I thought it was best – and I should have explained it to him better . . . ."); Tr. 28 ((Chair): "So s[aid] another way . . . you weren't providing the counsel necessary so that he could actually make an informed decision?" (Respondent): "Yes. I could have done a lot better."); *see also* Tr. 19 ((Respondent): "The only thing that's inaccurate is . . . that I never told [the client] what the strategy was . . . that in itself, I don't think it's material.").

During this lengthy and exhaustive discussion with Respondent (Tr. 22-28), Disciplinary Counsel did not object to any of Respondent's statements. Further, the discussion established by clear and convincing evidence that although Respondent disputed the words Disciplinary Counsel chose in describing his violation at ¶ 18), he in fact did agree that he violated his professional obligations to Mr. Baker. We thus accept Respondent's version of these facts here, and use this version above in 18), and in analyzing the relevant 1.4(b) charge in the Part III, *infra*.

7. Respondent is aware of his right to confer with counsel and is proceeding *pro se*. Tr. 10-11; Affidavit ¶ 2.

8. Respondent has knowingly and voluntarily acknowledged the facts and misconduct reflected in the Petition for Negotiated Discipline and agreed to the sanction set forth therein. Tr. 37-41; Affidavit ¶¶ 1, 3.

9. Respondent is not being subjected to coercion or duress. Tr. 41; Affidavit ¶ 3.

10. Respondent is competent and was not under the influence of any substance or medication that would affect his participation at the limited hearing. Tr. 11-12.

11. Respondent is fully aware of the implications of the disposition being entered into, including, but not limited to, the following:

a) he has the right to assistance of counsel, if Respondent is unable to afford counsel;

b) he will waive his right to cross-examine adverse witnesses and to compel witnesses to appear on his behalf;

c) he will waive his right to have Disciplinary Counsel prove each and every charge by clear and convincing evidence;

d) he will waive his right to file exceptions to reports and recommendations filed with the Board and with the Court;

e) the negotiated disposition, if approved, may affect his present and future ability to practice law;

f) the negotiated disposition, if approved, may affect his bar memberships in other jurisdictions; and

g) any sworn statement by Respondent in his affidavit or any statements made by Respondent during the proceeding may be used to impeach his testimony if there is a subsequent hearing on the merits.

Tr. 10-11, 14, 50-53; Affidavit ¶¶ 2, 9-10, 12.

12. Respondent and Disciplinary Counsel have agreed that the sanction in this matter should be:

1) a 90-day suspension, stayed in favor of probation;

2) one year of unsupervised probation on the condition that Respondent not be the subject of a disciplinary complaint that results in a finding that he violated the disciplinary rules of any jurisdiction in which he is licensed to practice during the probationary period;

3) that during the one-year period of probation, Respondent will take a continuing legal education class that specifically addresses his proper handling of entrusted funds, to be approved by Disciplinary Counsel;

4) that, within six months of the Court's order, Respondent will engage the D.C. Bar's Practice Management Advisory Service to conduct a review of his law practice to avoid common pitfalls of practice, with particular emphasis on appropriate office procedures, including proper communication with clients, and will waive confidentiality regarding the review and audit and provide a copy of its results to Disciplinary Counsel;

5) that Respondent will provide proof of attendance at all CLEs and the results of all other training within 30 days of completion;

6) that Respondent will notify Disciplinary Counsel promptly of any disciplinary complaint filed against him, its disposition, and any other discipline imposed by a tribunal, including *sua sponte*; and

7) that Respondent need not show fitness, provided that he successfully completes probation.

If Respondent fails to meet any of the conditions set forth above, he agrees that the Court should suspend him for 90 days and require that he demonstrate his fitness to practice law before he can be reinstated.

Petition at 7-8; Tr. 37-41.

13. The parties agreed to the following circumstances in aggravation, which the Hearing Committee has taken into consideration: that Respondent has prior discipline in the form of a public reprimand by the United States District Court for the District of Columbia for similar misconduct, the misconduct here involved multiple clients, and failure to maintain adequate records is serious misconduct. Petition at 8; Tr. 45-49.

14. The parties agree to the following circumstances in mitigation, which the Hearing Committee has taken into consideration: Respondent has taken responsibility for his misconduct in that he acknowledges that he violated the Rules as set forth above, cooperated fully with Disciplinary Counsel's investigations and has agreed to obtain substantive instruction from appropriate sources to address his practice-related problems. Petition at 8; Affidavit ¶ 15; Tr. 42-43. Further evidence in mitigation was presented during the limited hearing

pursuant to Board Rule 17.4(a), in the form of Respondent's expression of remorse. Tr. 44.

The complainant(s) were notified of the limited hearing but did not appear and did not provide any written comment. Tr. 8-9, 53-54.

III. DISCUSSION

The Hearing Committee shall approve an agreed negotiated discipline if it finds:

> a) that the attorney has knowingly and voluntarily acknowledged the facts and misconduct reflected in the Petition and agreed to the sanction therein;
>
> b) that the facts set forth in the Petition or as shown during the limited hearing support the attorney's admission of misconduct and the agreed upon sanction; and
>
> c) that the agreed sanction is justified.

D.C. Bar R. XI, § 12.1(c); Board Rule 17.5(a)(i)-(iii).

A. Respondent Has Knowingly and Voluntarily Acknowledged the Facts and Misconduct and Agreed to the Stipulated Sanction.

The Hearing Committee finds that Respondent has knowingly and voluntarily acknowledged the facts and misconduct reflected in the Petition and agreed to the sanction therein. Respondent, after being placed under oath, admitted the stipulated facts and charges set forth in the Petition, and denied that he is under duress or has been coerced into entering into this disposition. Tr. 41. Respondent understands the implications and consequences of entering into this negotiated discipline. Tr. 10-11, 14, 50-53.

Respondent has acknowledged that any and all promises that have been made to him by Disciplinary Counsel as part of this negotiated discipline are set forth in writing in the Petition and that there are no other promises or inducements that have been made to him. Tr. 41; Affidavit ¶ 3.

B. The Stipulated Facts Support the Admissions of Misconduct and the Agreed-Upon Sanction.

The Hearing Committee has carefully reviewed the facts set forth in the Petition and established during the hearing and we conclude that they support the admissions of misconduct and the agreed upon sanction. Moreover, Respondent is agreeing to this negotiated discipline because he believes that he could not successfully defend against the misconduct described in the Petition. Tr. 17; Affidavit ¶ 6.

With regard to the second factor, the Petition states that Respondent violated certain Rules stemming from two separate Counts. The evidence supports Respondent's admissions to all violations.

In Count One, the evidence supports Respondent's admissions that he violated Rule 1.4(a) by failing to keep his client reasonably informed about the status of his court matter and failing to promptly comply with reasonable requests for information; Rule 1.5(b) by failing to provide his client with a writing setting forth the basis or rate of the fee; and Rule 1.16(d) by failing to refund the unearned fee in a timely manner. Specifically, the parties stipulate that Mr. Woodland paid Respondent $900, but Respondent failed to provide Mr. Woodland with a written fee agreement. Respondent failed to tell Mr. Woodland that he had a scheduling

conflict at the time of Mr. Woodland's hearing, leaving Mr. Woodland to appear on his own behalf to reschedule the hearing. Respondent failed to refund a portion of Mr. Woodland's fee until after Mr. Woodland sued him *pro se* to enforce an arbitration award.

In Count Two, the evidence supports Respondent's admissions that he violated Rule 1.4(b) by failing to explain the matter to the extent reasonably necessary to permit his client to make informed decisions regarding the representation; Rule 1.5(b) by failing to provide his client a writing setting forth the basis or rate of his fee or the scope of his representation; and Rule 1.15(a) by failing to maintain complete records of entrusted funds for a period of five years after termination of the representation. Specifically, despite Mr. Baker's requests, Respondent never provided a written fee agreement or explained the nature of the fee. Thereafter, Respondent failed to communicate his theory of proceeding in Mr. Baker's case in such a manner that Mr. Baker would understand and as required by Rule 1.4(b). After he was given a special power of attorney, Respondent accessed Mr. Baker's bank account to pay his own fee and send money to Mr. Baker, but failed to keep records of his transactions.

C. The Agreed-Upon Sanction Is Justified.

The third and most complicated factor the Hearing Committee must consider is whether the sanction agreed upon is justified. *See* D.C. Bar R. XI, § 12.1(c); Board Rule 17.5(a)(iii); *In re Johnson*, 984 A.2d 176, 181 (D.C. 2009) (providing that a negotiated sanction may not be "unduly lenient"). Based on the record as a

whole, the Hearing Committee Chair's *in camera* review of Disciplinary Counsel's investigative file and *ex parte* discussion with Disciplinary Counsel, and our review of relevant precedent, we conclude that the agreed-upon sanction is justified and not unduly lenient.[6]

The Court of Appeals has typically imposed brief suspensions in comparable contested cases involving failure to communicate, provide a written fee agreement, keep records, and/or refund an unearned fee. *See, e.g.*, *In re Evans*, 187 A.3d 554, 557-58 (D.C. 2018) (per curiam) (thirty-day suspension with conditions stayed in favor of one year of probation for lack of competence, neglect, failure to communicate, failure to refund an unearned fee, and serious interference with the administration of justice, in violation of Rules 1.1(a) and (b), 1.3(a) and (c), 1.4(a) and (b), 1.16(d), and 8.4(d)); *In re Shannon*, 70 A.3d 1212 (D.C. 2013) (per curiam) (ninety-day suspension for lack of competence, skill, and care, an improper business transaction with a client, failure to provide a written fee agreement, and failure to maintain complete records, in violation of Rules 1.1(a) and (b), 1.5(b), 1.8(a) and (b), 1.15(a), and D.C. Bar Rule XI, § 19(f)); *In re Banks*, 709 A.2d 1181, 1181-82 (D.C. 1998) (per curiam) (ninety-day suspension with thirty days stayed in favor of one year of probation with conditions for neglect and failure to communicate in one case and failure to provide a written fee agreement in another, in violation of Rules 1.3(a) and (c), 1.4(a), and 1.5(b), aggravated by four instances of prior discipline). In the absence of aggravating factors, non-

[6] Our conclusion is discussed further in the Confidential Appendix, *infra*.

suspensory sanctions have also been imposed. *See, e.g.*, *In re Avery*, 926 A.2d 719, 720 (D.C. 2007) (per curiam) (public censure with a CLE requirement for lack of competence, neglect, failure to inform a client that he would not file a claim on his behalf due to perceived problems with the case, failure to provide written fee agreements, and failure to notify the client of his decision to terminate the representation, in violation of Rules 1.1(a), 1.3(a) and (c), 1.4(a) and (b), 1.5(c), and (e), and 1.16(d)).

Respondent's misconduct was serious, took place across two separate client matters, and caused prejudice to Mr. Woodland by forcing him to sue Respondent *pro se* to obtain a partial refund. The repeated nature of the misconduct is especially concerning given Respondent's 2015 public reprimand for similar misconduct. Finally, Respondent's failure to communicate and keep records in the Baker matter gave the client reason to believe that Respondent had committed theft. On the other hand, we agree with the parties that Respondent's misconduct can be addressed through probation with remedial conditions targeting the deficiencies that contributed to the misconduct. Failure to comply with those conditions would prove otherwise, and the consequences would be appropriately severe: he would be required to serve his suspension and prove fitness to practice law prior to being reinstated. *See In re Cater*, 887 A.2d 1, 21 (D.C. 2005) (providing that a fitness requirement is warranted where there is a "serious doubt" about the respondent's continuing fitness to practice law).

In sum, because the agreed-upon term of suspension appears to fit within the general range of sanctions for comparable misconduct and because the conditions of probation should help Respondent avoid repeated misconduct and protect the public, we find that the stipulated sanction is justified and not unduly lenient.

IV. CONCLUSION AND RECOMMENDATION

It is the conclusion of the Hearing Committee that the discipline negotiated in this matter is appropriate.

For the reasons stated above, this Hearing Committee recommends that the negotiated discipline be approved and that the Court issue, as described in Section II, ¶ 12., *supra*:

1) a 90-day suspension, stayed in favor of probation;

2) one year of unsupervised probation on the condition that Respondent not be the subject of a disciplinary complaint that results in a finding that he violated the disciplinary rules of any jurisdiction in which he is licensed to practice during the probationary period;

3) that during the one-year period of probation, Respondent will take a continuing legal education class that specifically addresses his proper handling of entrusted funds, to be approved by Disciplinary Counsel;

4) that, within six months of the Court's order, Respondent will engage the D.C. Bar's Practice Management Advisory Service to conduct a review of his law practice to avoid common pitfalls of practice, with particular emphasis on appropriate office procedures, including proper

communication with clients, and will waive confidentiality regarding the review and audit and provide a copy of its results to Disciplinary Counsel;

5) that Respondent will provide proof of attendance at all CLEs and the results of all other training within 30 days of completion;

6) that Respondent will notify Disciplinary Counsel promptly of any disciplinary complaint filed against him, its disposition, and any other discipline imposed by a tribunal, including *sua sponte*; and

7) that Respondent need not show fitness, provided that he successfully completes probation.

If Respondent fails to meet any of the conditions set forth above, he agrees that the Court should suspend him for 90 days and require that he demonstrate his fitness to practice law before he can be reinstated.

HEARING COMMITTEE NUMBER TEN

Margaret M. Cassidy

Margaret M. Cassidy
Chair

Joel Kavet

Joel Kavet
Public Member

Mary E. Kuntz

Mary E. Kuntz
Attorney Member