



STATEWIDE GRIEVANCE COMMITTEE

Second Floor - Suite Two
287 Main Street, East Hartford, Connecticut 06118-1885

01/17/97

VAN A STARKWEATHER
257 EAST CENTER STREET
MANCHESTER CT 06040

R ANTHONY WALL JR
8 CHURCH ST.
OLD POST OFF. SQUARE
TORRINGTON CT 06790

RE: GRIEVANCE COMPLAINT #95-0473
STARKWEATHER vs. WALL

Dear Complainant & Respondent:

The Statewide Grievance Committee has carefully studied the record of the above-referenced grievance complaint, including the proposed decision of the reviewing committee, which conducted a hearing in this matter on June 12, 1996. Based upon its review of the record, the Statewide Grievance Committee, at a meeting held on January 16, 1997, has decided to adopt the proposed decision of the reviewing committee. Accordingly, the Respondent, R A. Wall Jr, is hereby REPRIMANDED by the Statewide Grievance Committee.

The Respondent is also ordered to comply with the following condition pursuant to Practice Book Section 27M.1: the Respondent shall participate in fee arbitration.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Horwitch', written over a horizontal line.

Daniel B. Horwitch

cc: Attorney Gail S. Kotowski
MOLLER DIPENTIMA LLC

Enc.

#95-0473
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Pursuant to Connecticut Practice Book Section 27M.1(a)(6) the Respondent is ordered to submit the fee dispute at issue in grievance complaint number 95-0473, Starkweather v. Wall to fee arbitration within sixty days of the date of this notice. The Respondent and the Complainant are advised of the availability of the Connecticut Bar Association's Legal Fee Arbitration Committee, 101 Corporate Plaza, Rocky Hill, Connecticut, 06067. The Respondent shall certify to the Statewide Grievance Committee, through written correspondence, that the matter has been submitted to fee arbitration within fourteen days of such submission. Thereafter the Respondent shall certify to the Statewide Grievance Committee, through written correspondence, the decision of the fee arbitration board within fourteen days of such decision, and the Respondent's compliance with any relevant portion of the decision. If for any reason the matter is not submitted to fee arbitration, the Respondent shall inform the Statewide Grievance Committee of the reasons in writing within sixty days of this notice.



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12/12/96

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8 CHURCH ST.
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TORRINGTON CT 06790

RE: GRIEVANCE COMPLAINT #95-0473
STARKWEATHER vs. WALL

Dear Complainant and Respondent:

Enclosed herewith is the proposed decision of the reviewing committee of the Statewide Grievance Committee concerning the above-referenced matter. In accordance with the established procedures, you may, within fourteen (14) days of the date of this notice, submit to the Statewide Grievance Committee a statement in support of, or in opposition to, the proposed decision.

Statements should be sent to the Statewide Grievance Committee at the address listed above.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. B. Horwitch', written in a cursive style.

Daniel B. Horwitch

Encl.

cc: Attorney Gail S. Kotowski
MOLLER DIPENTIMA LLC

STATEWIDE GRIEVANCE COMMITTEE

Van A. Starkweather
Complainant

:

vs.

: Grievance Complaint #95-0473

R. Anthony Wall
Respondent

:

PROPOSED DECISION

Pursuant to Practice Book §27J, the undersigned, duly-appointed reviewing committee of the Statewide Grievance Committee, conducted a hearing at the Superior Court, 1061 Main Street, Bridgeport, Connecticut, on June 12, 1996. The hearing addressed the record of the complaint filed on December 8, 1995, and the probable cause determination filed by the Litchfield Judicial District Grievance Panel on February 7, 1996, finding that there existed probable cause that the Respondent violated Rules 1.5(a), 1.15(a), 1.15(b) and 1.15(c) of the Rules of Professional Conduct.

Notice of the hearing was mailed to the Complainant and to the Respondent on April 29, 1996. The Complainant, Attorney Van A. Starkweather, appeared at said hearing and testified. The Respondent, Attorney R. Anthony Wall, also appeared and testified, represented by Attorney William R. Moller. This reviewing committee also heard the testimony of Amy Becker, a witness.

At the hearing on this matter, the Respondent moved to dismiss the complaint, on the grounds that the Statewide Grievance Committee failed to render a decision on the complaint within one hundred and twenty days of the finding of probable cause rendered by the local panel. The Respondent and Complainant submitted briefs regarding Respondent's motion. The Respondent asserts that the one hundred and twenty day time limit set forth in Connecticut General Statutes §51-90g(h) and Practice Book §27J(i) requires that the Statewide Grievance Committee render a decision within four months. In the instant matter, however, a review of the record of the complaint shows that the complaint was referred to a reviewing committee within one hundred and twenty days of the probable cause finding. The referral to this reviewing committee was timely, and accordingly, we deny the Respondent's motion to dismiss.

This reviewing committee finds the following facts by clear and convincing evidence:

On or about May 29, 1991, the Complainant was retained to represent one Amy Becker, formerly known as Amy Johnson, in connection with injuries resulting from an automobile accident. In September of 1991, the Complainant received a letter from the Respondent indicating that he had been retained to represent Amy

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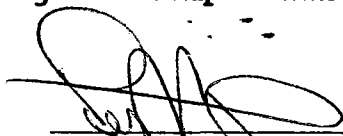
Johnson in lieu of the Complainant. The letter, which is dated September 20, 1991, requested the Complainant's file regarding the accident. The letter also stated the following with respect to the Complainant's fee: "Your legal fee for services rendered to date will either be negotiated or submitted to fee-dispute arbitration pursuant to the Disciplinary Rules. We agree to escrow the legal fee pending a resolution of the division of the same." In October of 1991, the Complainant forwarded the file to the Respondent.

Subsequently, on several occasions, the Complainant sent the Respondent correspondence inquiring into the status of the personal injury matter. Letters were sent by the Complainant on March 12, 1992, and on April 5, 1993. On April 8, 1993, the Respondent replied that the case was on the jury trial list in Hartford Superior Court. On October 19, 1995, the Complainant again requested a report on the status of the case. The Respondent replied by a letter dated October 20, 1995, which indicated that an arbitration hearing was held on the matter on April 26, 1995, but failed to indicate whether the matter was resolved, or whether any fee had been generated or was being held in escrow by the Respondent. Subsequently, the Complainant learned that a dram shop action regarding the accident was withdrawn, and a claim against the responsible driver was arbitrated and resolved on June 30, 1995 with an award in the amount of one hundred and fifteen thousand dollars (\$115,000.00). The Respondent received a check in that amount in July of 1995. The Respondent received a fee in the amount of thirty eight thousand three hundred and thirty-three dollars (\$38,333.33). At no time was this amount placed in escrow by the Respondent. At no time had the Respondent advised the Complainant that the personal injury matter had been resolved.

This reviewing committee finds by clear and convincing evidence that the Respondent violated Rules 1.15(a), (b) and (c) of the Rules of Professional Conduct by failing to escrow the amount of the fee generated by the personal injury case at issue in this complaint. The Respondent expressly agreed to escrow the amount of the fee pending a resolution of the amount to be paid to the Complainant. In reliance on the express promise of the Respondent in this matter, the Complainant forwarded his client's file to the Respondent. The Respondent did not escrow the fee generated by the personal injury case, nor did the Respondent at any time notify the Complainant upon his receipt of the amounts representing the fee. We do not find clear and convincing evidence that the Respondent violated Rule 1.5 of the Rules of Professional Conduct. However, insofar as we have found clear and convincing evidence that the Respondent violated Rules 1.15(a), (b) and (c) of the Rules of Professional Conduct, it is our recommendation that the Respondent be reprimanded by the Statewide Grievance Committee. It is also our recommendation that, pursuant to the authority granted in

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Practice Book §27M.1, the Respondent be ordered to submit to fee arbitration within sixty days of notice of the final decision of the Statewide Grievance Committee for a determination of what portion of the fee is due and owing the Complainant.



Attorney Lewis A. Hurwitz



Mr. Neal Jewell

(7)