

**State of Michigan**  
**Attorney Discipline Board**

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ATTORNEY DISCIPLINE BOARD  
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**Grievance Administrator,  
Michigan Attorney Grievance Commission,**

**Petitioner,**

**Case No. 16-95-GA**

**v**

**Shawn Weera, P 57120,**

**Respondent.**

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**Formal Complaint**

**(Parties and Jurisdiction)**

1. Petitioner, Grievance Administrator, is authorized by MCR 9.109(B)(6) to prosecute this Formal Complaint by the Attorney Grievance Commission, which is the prosecution arm of the Supreme Court for the discharge of its constitutional responsibility to supervise and discipline Michigan attorneys.

2. As a licensed Michigan attorney, Respondent is subject to the jurisdiction of the Supreme Court and the Attorney Discipline Board as set forth in MCR 9.104.

3. Michigan attorneys have a duty to conduct themselves personally and professionally at all times in conformity with the standards imposed on members of the bar as a condition of the privilege to practice law.

4. Respondent is a Michigan attorney who was licensed in 1997 and who resides or has his place of business in Kent County, Michigan.

## **General Allegations**

5. Respondent holds weekly workshops/seminars on Tuesday evenings in the greater Grand Rapids area, wherein he “educates retirees about a wide range of elder law, Medicaid planning and estate planning issues affecting Michigan retirees.”

6. Respondent also holds such workshops in his law office, usually on Thursday afternoons.

7. Respondent maintains a website at [www.michiganelderlaw.com](http://www.michiganelderlaw.com).

8. Respondent holds himself out as a Master Financial Planner (MFP).

9. Respondent holds himself out as a nationally recognized “asset protection expert.”

## **Count One**

### **(Deters)**

### **(Factual Allegations)**

10. On or about September 23, 2009, Respondent was retained and paid \$4,000 by Judy Deters to create an “Asset Protection Plan” for her and her husband, Andy Deters, who had been diagnosed with early onset dementia.

11. Respondent’s services were to include Medicaid planning.

12. In approximately February 2010, Mrs. Deters approached Respondent regarding her concerns over the impending loss of income as the result of lost wages due to her cancer diagnosis.

13. Respondent suggested that Mr. and Mrs. Deters set up an investment fund, which was also to serve as an "emergency cash access fund," using monies withdrawn from Mrs. Deters' annuity fund and from Mr. Deters' 401K.

14. Respondent quoted an interest return rate of 12%, which amount Mrs. Deters believed would adequately cover her anticipated loss of income.

15. When Mrs. Deters expressed concern over the ability to fund the account due to limited finances, Respondent stated that he had a plan to fund the investment whereby Mr. and Mrs. Deters would request a one-time free withdrawal from Mr. Deters' 401K and monies which could be obtained by surrendering an annuity Mrs. Deters held, which would net approximately \$27,000.

16. Respondent did not advise the Deterses of the surrender penalty normally associated with withdrawals from 401K accounts.

17. Respondent provided Mr. and Mrs. Deters with the forms necessary to effectuate withdrawals from Mrs. Deters' annuity fund and Mr. Deters' 401K.

18. Respondent assisted Mrs. Deters in making a telephone call to a company with which she held an annuity, informing the company of her intent to surrender the annuity.

19. Respondent suggested that the Deterses invest the funds in a "realty trust" and advised that he had other clients who had likewise invested their money.

20. Respondent failed to disclose to Mrs. Deters that he had licensed/incorporated and solely owned the company, Wedgewood Properties, into which he intended to invest her funds.

21. At Respondent's urging, Mr. and Mrs. Deters invested \$51,000 in Westwood Properties which, unbeknownst to them at the time of the investment, was a property owned by Respondent.

22. Although the Deterses initially saw significant returns on their investment, over time, the payments they received from Respondent began to dwindle.

23. Mr. and Mrs. Deters and her husband needed to remove funds from the account for medical purposes, further diminishing the returns they received.

24. In February 2011, during an estate planning meeting, Respondent suggested that it was time to begin the process of having a guardian appointed for Mr. Deters. Respondent stated he had a close personal relationship with 2-3 guardians whom he felt would meet their needs. Respondent stated he would arrange a meeting so that the Deterses could determine which person most closely met their needs. Thereafter, the Deterses received a letter from Respondent requesting the immediate payment of \$3,500 to begin the guardianship process.

25. The Deterses signed a retainer agreement on February 17, 2011, and thereafter paid Respondent a flat fee of \$3,500.

26. Despite the signed agreement, no action was taken to have a guardian appointed for Mr. Deters.

27. When Mrs. Deters inquired about the status of the guardianship matter, Respondent advised that it was not yet the right time for the appointment of a guardian.

28. On or about November 14, 2011, a lawsuit was filed against Mrs. Deters in the matter captioned *Spectrum Health Hospital v Judy Grace Deters*, Ionia County Circuit Court Case No. 11-K-28849-CK.

29. In its Complaint, Plaintiff Spectrum Health sought payment of \$29,498.67 plus interest of \$2,135.37, related to medical bills Mrs. Deters' incurred while being treated for cancer. Plaintiff Spectrum also sought additional interest, costs, and attorney fees.

30. Mrs. Deters was served with the lawsuit on December 11, 2011, and took the complaint to Respondent.

31. Mrs. Deters informed Respondent of her belief that the lawsuit was filed in the wrong county, as both her residence and Spectrum Health were located in Kent County. Respondent informed Mrs. Deters that they could use the error to their advantage further along in the lawsuit.

32. Respondent agreed to represent Mrs. Deters and, on December 21, 2011, he filed an answer to the complaint on her behalf in which he did not challenge the venue in the matter.

33. Respondent also notified opposing counsel that he was representing Mrs. Deters in the lawsuit and asked for an itemized accounting which he stated to Mrs. Deters was "a way to stall for time to figure out our options."

34. Because Respondent had advised opposing counsel and Spectrum Health that he was representing Mrs. Deters in the matter, she did not receive any further information regarding the case, except through Respondent.

35. Mrs. Deters was advised by Respondent that “stalling for time” was in her best interest as he would be able to negotiate a lower settlement offer if opposing counsel thought she would file bankruptcy.

36. Throughout the next several months, Mrs. Deters met with Respondent to discuss the case, as well as her finances. Respondent told Mrs. Deters several times that he had heard “nothing” from opposing counsel, that he was not going to “stir up anything by asking questions,” and that maybe the matter would “slip through the cracks” and no further action would be taken.

37. In June 2012, Mrs. Deters informed Respondent that she would be traveling to Wyoming to tend to her daughter, who was scheduled to undergo surgery.

38. At that time, Respondent told Mrs. Deters that there was nothing happening with the lawsuit and he would notify her via email in the event that anything came up while they she was away.

39. When Mrs. Deters returned home from her visit with her daughter, she received a package from the Ionia County Circuit Court advising her that a default judgment in favor of Spectrum in the amount of \$32,494.09 had been entered against her on July 17, 2012.

40. Mrs. Deters immediately went to Respondent’s office with the judgment and demanded an explanation.

41. Respondent informed Mrs. Deters that it was likely the hospital would never take action to collect on the judgment and that she should not worry unless or until she was contacted by the court.

42. Respondent also advised Mrs. Deters that in continuing to “draw out the case,” opposing counsel would likely accept a lower amount in settlement of the judgment.

43. On June 5, 2013, an officer of the court and a sheriff arrived at Mrs. Deters’ home with an order to seize her property.

44. Mrs. Deters telephoned Respondent who initially stated that he would “call her back later” but eventually took her call.

45. The court officer agreed to wait 30 minutes to allow Respondent to contact opposing counsel, which Respondent did not do.

46. The court officer provided Mrs. Deters with documentation alerting her to the fact that Respondent had failed to appear and to represent her at several hearings held in the Spectrum Health lawsuit.

47. After the court officer and the sheriff left Mrs. Deters’ home, she made several more telephone calls to Respondent.

48. Respondent informed Mrs. Deters that he would contact opposing counsel with a settlement offer, including monthly payments, but Mrs. Deters explained that she wanted to pay the settlement in a lump sum.

49. Over the next few days, Mrs. Deters emailed Respondent several times demanding an update on the progress of the settlement offer and an account balance of her invested funds.

50. On June 10, 2013, Mr. and Mrs. Deters met with Respondent at his office to again discuss the status of her settlement offer and the status of her invested

funds. At that meeting, Mrs. Deters also demanded that Respondent refund the \$3,500 she had paid him to establish a guardianship for Mr. Deters.

51. At the meeting on June 10, 2013, Respondent acknowledged and apologized for his mishandling of the *Spectrum Health* case.

52. Soon after leaving Respondent's office, Mrs. Deters received a telephone call from Respondent, who advised her that a settlement was reached in the amount of \$12,500 and that she would receive the related paperwork in approximately 10 days.

53. After several failed attempts to reach Respondent, Mrs. Deters finally received an email from him in early July, 2013.

54. The email contained a PDF document showing that a settlement was signed on July 1, 2013, in the amount of \$15,000. This was not an amount agreed upon by Mrs. Deters but presumably the amount proposed by opposing counsel.

55. Eventually, Mrs. Deters contacted an investigative reporter who informed her that Respondent was the owner of Wedgewood Properties, in which the Deterses had invested their money.

56. On or about July 11, 2013, Mrs. Deters wrote a letter to Respondent requesting a full accounting of the funds she had invested in Wedgewood Properties.

57. On or about July 13, 2013, Mrs. Deters delivered a 30-day demand letter to Respondent seeking the return of the \$3,500 she had paid him to file a petition for the appointment of a guardian for Mr. Deters.

58. Mrs. Deters also retained new legal counsel who, despite several unsuccessful attempts to reach Respondent, was ultimately able to recover the \$3,500

Mrs. Deters had given to Respondent for the guardianship matter that was never completed.

59. Respondent eventually provided an accounting of the funds the Deterses held in Wedgewood Properties. Respondent eventually returned the remainder of the funds belonging to the Deterses. The funds were returned in the form of two separate checks.

60. Additionally, Respondent agreed to pay any tax liability Mrs. Deters incurred.

61. On August 21, 2013, after Mrs. Deters paid Spectrum the \$12,500 settlement Respondent had agreed to without her authority, Plaintiff's counsel caused a satisfaction of judgment to be entered with the court.

**(Grounds for Discipline)**

62. By reason of the conduct described above in Count One of this formal complaint, Respondent has committed the following misconduct and is subject to discipline under MCR 9.104 as follows:

- a) He neglected a legal matter entrusted to him, in violation of MRPC 1.1(c);
- b) He failed to seek the lawful objectives of the client through reasonably available means permitted by law, in violation of MRPC 1.2(a);

- c) He failed to act with reasonable diligence and promptness in representing a client, in violation of MRPC 1.3;
- d) He failed to keep a client reasonably informed about the status of a matter and to comply promptly with reasonable requests for information, in violation of 1.4(a);
- e) He failed to notify the client promptly of all settlement offers, in violation of MRPC 1.4(a);
- f) He failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, in violation of MRPC 1.4(b);
- g) He entered into a business transaction with a client, in violation of MRPC 1.8(a)(1)-(3);
- h) He failed to promptly surrender paper or property or to refund the advance payment of a fee that has not been earned upon termination of the representation, in violation of MRPC 1.16(d);
- i) He engaged in conduct that exposes the legal profession to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and,

- j) He engaged in conduct that is contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

**Count Two**

**(Misrepresentation in sworn statement)**

**(Factual Allegations)**

63. Petitioner realleges, as if recited verbatim, the General Allegations and facts of the alleged misconduct set forth in Count One of this formal complaint.

64. On or about October 17, 2013, a Request for Investigation under AGC File No. 2078-13, filed by Judy G. Deters, was served on Respondent.

65. On or about August 5, 2014, Respondent gave a sworn statement at the offices of the Attorney Grievance Commission, pursuant to a subpoena which had been served upon him.

66. During his sworn statement, the following questions were asked and responses given:

Q. Now, you have other investors in Wedgewood Properties; correct?

A. No.

Q. No other investors in Wedgewood Properties?

A. No.

Q. So it's you and Ms. Deters?

A. Well, Ms. Deters wasn't a direct --- I mean the paperwork would have clearly said that she was placing the cash and she was getting an interest

on that money, but that she was not a member of the LLC or becoming a partner.

Q. But she was an investor; correct?

A. Correct.

Q. Did you have other investors?

A. No.

Q. There were no other people who gave you money for Wedgewood Properties?

A. No.

\* \* \*

Q. Have you made attempts to get other people to invest money in Wedgewood Properties?

A. No.

\* \* \*

Q. So other than yourself and your wife, Shelly Alman, and Andrew and Judy Deters, did you have any other clients with respect to clients or investors with respect to Wedgewood Properties?

A. No.

67. Respondent's repeated statements, that no other clients had given him money to invest in Wedgewood Properties, were knowingly false statements of material fact.

68. Respondent knew that his statements of denial were false at the time they were made for the reason that numerous other elderly clients, who had retained Respondent for estate/asset protection planning purposes, had also been persuaded to give Respondent monies for investment purposes, including checks payable to Wedgewood Properties, which Respondent had invested in Westwood Properties and Oanda, a New York Company.

**(Grounds for Discipline)**

69. By reason of the conduct described above in Count Two of this formal complaint, Respondent has committed the following misconduct and is subject to discipline under MCR 9.104 as follows:

- a) knowingly made a false statement of material fact in his sworn statement, in violation of MRPC 8.1(a)(1);
- b) violated or attempted to violate the Rules of Professional Conduct, in violation of MRPC 8.4(a);
- c) engaged in conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, such that his conduct reflected adversely on his honesty, trustworthiness or fitness as a lawyer, in violation of MRPC 8.4(b);
- d) prejudiced the proper administration of justice, in violation of MCR 9.104(1), and 8.4(c); and,

- e) engaged in conduct that was contrary to justice, ethics, honesty or good morals, in violation of MCR 9.104(3);
- f) knowingly misrepresented the facts and circumstances surrounding a request for investigation in violation of 9.104(6).

**Count Three**

**(other client investors)**

**(Factual Allegations)**

70. Petitioner realleges, as if recited verbatim, the General Allegations set forth in this formal complaint.

71. Respondent received funds from numerous other clients for investment purposes.

72. Respondent specifically directed many of the clients to make checks payable to Wedgewood Properties for investment purposes.

73. At the time of his sworn statement on August 5, 2014, Respondent had approximately 2.5 million dollars invested in/through Oanda.

74. The Oanda investments were held in Respondent's name, only and not in the individual names of his elderly clients.

75. Respondent had approximately 20 clients other than Mrs. Deters who gave him funds for investment into Wedgewood Properties but, as of August 5, 2014--the date of his sworn statement--there were no funds invested in Wedgewood Properties.

76. As of August 5, 2014, the funds Respondent's clients had given him for investment in Wedgewood Properties were held in a personal investment account held by him through Oanda.

77. Respondent invested approximately 2.5 million dollars in Oanda.

78. The Oanda investment was in Respondent's name, only.

79. The funds invested in Oanda included monies obtained from approximately 20 clients, who were unaware of the account(s) into which the funds were invested.

80. When questioned why clients had not been told that the funds they had invested were no longer invested in Wedgewood Properties but were now in Respondent's personal investment account at Oanda, Respondent stated:

As far as I was concerned, the interest payments were being made, and the, you know, as along (sic) as the interest payments were being made, I didn't feel the need to discussion (sic) that.

**(Grounds for Discipline)**

81. By reason of the conduct described above in Count Three of this formal complaint, Respondent has committed the following misconduct and is subject to discipline under MCR 9.104 as follows:

- a) entered into business transactions with clients, in violation of MRPC 1.8(a)(1)-(3);
- b) violated or attempted to violate the Rules of Professional Conduct, in violation of MRPC 8.4(a);

- c) engaged in conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, such that his conduct reflected adversely on his honesty, trustworthiness or fitness as a lawyer, in violation of MRPC 8.4(b);
- d) engaged in conduct that was contrary to justice, ethics, honesty or good morals, in violation of MCR 9.104(A)(3).

**Count Four**

**(loan from client)**

**(Factual Allegations)**

82. Petitioner realleges, as if recited verbatim, the General Allegations set forth in this formal complaint.

83. Prior to January 25, 2010, Respondent's client, Dorothy Croff, loaned Wedgwood Properties approximately \$50,000.

84. Before making the loan, Respondent did not tell Dorothy Croff that he was the owner of Wedgwood Properties.

85. The transaction and terms on which Respondent received the loan were not fully disclosed and transmitted in writing to the client.

86. Prior to Respondent's request and receipt of the loan, Ms. Croff, was not given a reasonable opportunity to seek the advice of independent counsel in the transaction.

**(Grounds for Discipline)**

87. By reason of the conduct described above in Count Four of this formal complaint, Respondent has committed the following misconduct and is subject to discipline under MCR 9.104 as follows:

- a) entered into a business transaction with a client, in violation of MRPC 1.8(a)(1)-(3);
- b) engaged in conduct that exposes the legal profession to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and,
- c) engaged in conduct that is contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

**Count Five**

**(Gutos)**

**(Factual Allegations)**

88. Petitioner realleges, as if recited verbatim, the General Allegations set forth in this formal complaint.

89. In or around May 2009, William and Bette Gutos retained and paid Respondent \$4,000 (Respondent claims \$3,700) to create an Asset Protection Plan on their behalf, including securing Medicaid benefits for Bette Gutos, who was in a nursing home.

90. At the time he was retained, Respondent assured William Gutos' son, Guy Gutos, that if William Gutos died before Bette Gutos, everything would be "taken care of" in regard to the Gutos' Asset Protection Plan.

91. On or about May 29, 2009, Respondent sent an Assets Declaration form to the Kent County Department of Human Services (DHS) on behalf of Bette Gutos, stating in the cover letter that William Gutos had spent down the assets that would be required to qualify Bette Gutos for Medicaid, "effective immediately." Respondent advised in the letter that Bette Gutos was being cared for at Porter Hills (a Grand Rapids nursing home) and that there was Medicaid availability at that location.

92. On or about June 11, 2009, Respondent sent another Assets Declaration to DHS.

93. Respondent prepared separate Durable Powers of Attorney for Financial Decisions for both Mr. and Mrs. Gutos in which their son, Guy Gutos, was designated as their "attorney in fact and agent."

94. Respondent prepared separate Durable Powers of Attorney For Health Care (The Right to Refuse Medical Treatment) for both William and Bette Gutos, as well, wherein Guy Gutos was appointed as their "Patient Advocate."

95. On June 24, 2009, William and Bette Gutos signed their individual Durable Powers of Attorney for Financial Decisions and the Durable Powers of Attorney For Health Care which Respondent had prepared.

96. The Durable Powers of Attorney For Financial Decisions provided that they became effective only after two physicians certified that Bette Gutos was unable to exercise judgment about or attend to property and financial matters. Upon such

certification, Guy Gutos would have the power to sell, exchange, transfer, or otherwise dispose of any real estate owned jointly or severally with others.

97. On or about July 2, 2009, DHS provided Respondent with various requests for verification of assets containing requests for personal and asset records. The due date for response was July 13, 2009.

98. On or about July 14, 2009, Respondent faxed a Verification of Assets form to DHS verifying transactions on and the balance of one of several bank accounts Bette Gutos held jointly with William Gutos.

99. On or about July 14, 2009, DHS issued an Initial Asset Assessment Notice to Bette Gutos in which it was determined that she could keep only \$2,000 in assets while on Medicaid. It was further determined that William Gutos, as spouse, could keep one-half of the Initial Assessment Amount, but not less than \$21,912 nor more than \$109,560.

100. Between July 14, 2009 and September 15, 2009, there were numerous communications between Respondent, William Gutos, and DHS.

101. On September 16, 2009, DHS issued a Notice of Case Action whereby Bette Gutos was approved for Medicaid benefits as of September 1, 2009.

102. The Notice of Case Action was accompanied by an Asset Transfer Notice which reflected that Bette Gutos' countable assets were required to be at or below \$2,000, that Bette Gutos had one year to complete any transfer of assets to her spouse, that special rules about assets were used to determine eligibility for Medicaid, and that Medicaid eligibility would be reviewed when DHS stopped applying the

special rules, either at the end of the one-year period, or sooner if Bette Gutos' spouse died.

103. Finally, the Notice of Case Action reflected that "spouses may transfer any assets between themselves. The patient and spouse may transfer any assets between themselves."

104. William Gutos provided Respondent a September 25, 2009 document, in which the subject line references "Notations for Property (Condo: If I pre-decease Bette) as requested: . . ." The document contained William Gutos' instructions for the disposition of the proceeds of the sale of the condominium.

105. On November 23, 2009, Respondent sent William a Quit Claim Deed with instructions, "I would like you to sign both areas I've designated, one for yourself, and then sign your name again as the Power of Attorney for Bette, since she is unable to sign this herself. When you have completed this, please mail the Deed back to my office as quickly as possible."

106. On or about November 24, 2009, William Gutos returned the Quit Claim Deed to Respondent and noted the return date on the mailing Respondent had sent him.

107. On or about January 7, 2010, William Gutos suffered a stroke.

108. On or about January 10, 2010, William Gutos died.

109. On or about January 10, 2010, Respondent was advised that William Gutos had died.

110. Following William Gutos' death, Respondent continued to take action on behalf of his client, Bette Gutos.

111. Following William Gutos' death, his children Gayle Defouw, Gregory Gutos and Guy Gutos attempted to communicate with Respondent regarding the status of the Asset Protection Plan, the continued receipt of William Gutos' pension checks via electronic deposit into William Gutos' bank account, and Bette Gutos' Medicaid status.

112. At the time of William Gutos' death on January 10, 2010, the deed Respondent had drafted had not been filed with the Register of Deeds.

113. As a result of the unfiled deed, Bette Gutos remained an owner of the condominium, for purposes of Medicaid determinations.

114. On or about March 18, 2010, Respondent advised Guy Gutos that Bette Gutos' Medicaid coverage had been terminated.

**(Grounds for Discipline)**

115. By reason of the conduct described above in Count Five of this formal complaint, Respondent has committed the following misconduct and is subject to discipline under MCR 9.104 as follows:

- a) neglected a legal matter entrusted to him, in violation of MRPC 1.1(c);
- b) failed to seek the lawful objectives of the client through reasonably available means permitted by law, in violation of MRPC 1.2(a);

- c) failed to act with reasonable diligence and promptness in representing a client, in violation of MRPC 1.3;
- d) failed to surrender paper or property or to refund the advance payment of a fee that has not been earned upon termination of the representation, in violation of MRPC 1.16(d);
- e) engaged in conduct that exposes the legal profession to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and,  
  
engaged in conduct that is contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

**Count Six**

**(Failure to Fully and Fairly Disclose)**

**(Factual Allegations)**

116. Petitioner realleges, as if recited verbatim, the factual statements set forth in the General Allegations and Count Five of this formal complaint.

117. Guy Gutos filed a request for investigation against Respondent.

118. During the course of the investigation, counsel for the Grievance Administrator requested that Respondent provide a complete copy of his client file concerning his representation of William and Bette Gutos.

119. In response to the request, Respondent provided what he represented was the entire file concerning his representation of William and Bette Gutos.

120. The file provided by Respondent did not contain all the documents Respondent generated in his representation of Mr. and Mrs. Gutos.

121. Specifically, Respondent did not provide the Grievance Administrator with a copy of the November 23, 2009, letter he sent to Mr. Gutos enclosing the Quit Claim Deed with instructions, "I would like you to sign both areas I've designated, one for yourself, and then sign your name again as the Power of Attorney for Bette, since she is unable to sign this herself. When you have completed this, please mail the Deed back to my office as quickly as possible."

122. Further, Respondent did not provide the Grievance Administrator with a copy of the signed Quit Claim Deed returned to him by William Gutos.

**(Grounds for Discipline)**

123. By reason of the conduct described above in Count Six of this formal complaint, Respondent has committed the following misconduct and is subject to discipline under MCR 9.104 as follows:

- a) engaged in conduct prejudicial to the administration of justice, in violation of MCR 9.104(1);
- b) exposed the legal profession or the courts to obloquy, contempt, censure or reproach, in violation of MCR 9.104(2);

- c) engaged in conduct that is contrary to justice, ethics, honesty or good morals, in violation of MCR 9.104(3);
- d) violated the standards or rules of professional responsibility adopted by the Supreme Court, in violation of MCR 9.104(4); and,
- e) violated or attempted to violate the Rules of Professional Conduct, in violation of MRPC 8.4(a).

Petitioner respectfully requests that Respondent be subjected to the discipline that is warranted by the facts or circumstances of such misconduct.

Dated: September 9, 2016

  
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