

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

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| OFFICE OF DISCIPLINARY COUNSEL | : | No. 1169, Disciplinary Docket No. 3 |
| Petitioner | : | |
| | : | No. 52 DB 2005 |
| v. | : | |
| | : | Attorney Registration No. 53355 |
| ROBERT S. FISHER | : | |
| Respondent | : | (Philadelphia) |

REPORT AND RECOMMENDATIONS OF
THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

TO THE HONORABLE CHIEF JUSTICE AND JUSTICES
OF THE SUPREME COURT OF PENNSYLVANIA:

Pursuant to Rule 208(d)(2)(iii) of the Pennsylvania Rules of Disciplinary Enforcement, the Disciplinary Board of the Supreme Court of Pennsylvania (“Board”) herewith submits its findings and recommendations to your Honorable Court with respect to the above-captioned Petition for Discipline.

I. HISTORY OF PROCEEDINGS

On April 22, 2005, Office of Disciplinary Counsel filed a Petition for Discipline against Robert S. Fisher, Respondent. The Petition charged Respondent with numerous violations of the Rules of Professional Conduct arising out of allegations that he neglected 12 personal injury cases. Respondent did not file an Answer to Petition for Discipline.

A disciplinary hearing was held on September 7, 2005, before a District I Hearing Committee comprised of Chair Jayne A. Piarulli, Esquire, and Members Andrew J. Trevelise, Esquire, and David M. Laigaie, Esquire. Respondent did not appear.

The Hearing Committee filed a Report on January 13, 2006, finding that Respondent engaged in professional misconduct and recommending that he be disbarred.

No Briefs on Exceptions to the Report were filed by the parties.

This matter was adjudicated by the Disciplinary Board at the meeting on March 29, 2006.

II. FINDINGS OF FACT

The Board makes the following findings of fact:

1. Petitioner, whose principal office is located at Suite 1400, 200 North Third Street, Harrisburg, Pennsylvania, is invested pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement, with the power and duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of said Rules of Disciplinary Enforcement.

2. Respondent was admitted to practice law in the Commonwealth of Pennsylvania in 1988. His last registered address for the practice of law is 1429 Walnut

Street, Suite 800, Philadelphia PA 19102. Respondent is subject to the jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

3. Respondent has a prior history of discipline. He was suspended for one year and one day by Order of the Supreme Court of Pennsylvania dated July 29, 2004. This suspension was based on his conviction of one count of insurance fraud, one count of forgery and one count of criminal conspiracy.

4. Respondent was suspended for three months by Order of the Supreme Court of Pennsylvania dated November 16, 2004, to run consecutive to the suspension ordered on July 29, 2004. This reciprocal suspension was based on a suspension ordered by the Supreme Court of New Jersey, resulting from misconduct in a personal injury matter.

Charge I - Anna Flores Collaso Matter

5. Ms. Anna Flores Collaso was involved in an automobile accident on July 25, 2000. She retained Respondent to represent her.

6. On November 4, 2003, Kemper Auto and Home Insurance sent Respondent a release for Ms. Collaso's signature.

7. On November 14, 2003, Respondent entered into a verbal agreement with Kemper Auto and Home Insurance to settle Ms. Collaso's claim for \$8,500.

8. Prior to entering into the settlement, Respondent failed to explain the matter to the extent necessary to permit Ms Collaso to make an informed decision regarding her case.

9. By letter from Respondent to Ms. Collaso, dated November 17, 2003, Respondent informed Ms. Collaso that:

- a. Respondent had settled her case for \$8,500;
- b. attorney's fees, expenses, and unpaid medical bills would be deducted from her settlement proceeds;
- c. she should sign the enclosed Release and return it to

Respondent:

- d. Respondent would contact her when the settlement funds were available; and

- e. if she had any questions or concerns, she should contact Respondent.

10. From time to time Ms. Collaso attempted to contact Respondent about the Release.

11. Respondent failed to respond to Ms. Collaso's reasonable requests for information about the Release.

12. By letter dated February 24, 2004, Kemper Insurance stated that they had not received the signed Release from Respondent.

13. By letter from Office of Disciplinary Counsel (ODC) to Respondent, dated March 4, 2004, ODC informed Respondent that Kemper Insurance was waiting for the signed Release and suggested Respondent communicate with Ms. Collaso about the matter.

14. Respondent failed to take any further action on the case.

15. Ms. Collaso terminated Respondent's representation and requested that Respondent surrender her file to her new attorney.

16. Respondent refused to surrender Ms. Collaso's file to her new attorney.

Charge II - Tony Anderson Matter

17. On June 20, 2000, Mr. Anderson was involved in an automobile accident and retained Respondent to represent him.

18. Respondent gave Mr. Anderson an incomplete contingent fee agreement.

19. On June 19, 2002, Respondent filed a civil complaint on behalf of Mr. Anderson.

20. On August 19, 2002, the court granted defendants' order to compel discovery.

21. On October 22, 2002, the Honorable Esther Sylvester granted defendants' motion for sanctions against Respondent.

22. By letter from Respondent to Mr. Anderson, dated November 5, 2002, Respondent confirmed that Respondent scheduled an appointment with Mr. Anderson for noon on November 8, 2002.

23. Respondent failed to keep his appointment.

24. From time to time Mr. Anderson would call Respondent about the status of his case.

25. Respondent failed to return Mr. Anderson's calls and respond to his reasonable requests for information.

26. On February 13, 2003, the Court of Common Pleas placed Mr. Anderson's case in deferred status pending defendants' bankruptcy.

27. Respondent failed to inform Mr. Anderson that the court placed his case in deferred status.

28. On March 5, 2004, ODC wrote a letter to Respondent and suggested that Respondent communicate with Mr. Anderson about the status of his case.

29. Respondent failed to communicate with Mr. Anderson.

Charge III - Sonia A. Godfrey and Sonia P. Godfrey Matter

30. Sonia A. Godfrey and Sonia P. Godfrey retained Respondent to represent them following an automobile accident.

31. By letter dated May 15, 2003, from Respondent to Sonia P. Godfrey, Respondent enclosed an Application for Benefits for her and Ms. Godfrey.

32. Respondent made an appointment for January 21, 2004 to see his clients about their case.

33. Respondent's clients appeared for their appointment and waited four hours before Respondent's assistant told them he was not in the office. Respondent never appeared for the appointment.

34. Thereafter, Respondent's clients called his office repeatedly and asked to speak with Respondent.

35. Respondent failed to return his clients' telephone calls and respond to their reasonable requests for information about their case.

36. By letter dated March 22, 2004, from ODC to Respondent, ODC suggested that Respondent contact his clients and inform them of the status of their case.

37. Respondent failed to take any action in this matter.

Charge IV - Barbara Thomas Matter

38. On June 10, 2001, Barbara Thomas was in an automobile accident and retained Respondent to represent her.

39. By letter dated May 15, 2003, from Respondent to Ms. Thomas, Respondent enclosed an Application for Benefits for her to sign and return to Respondent.

40. By letter dated January 12, 2004, Respondent advised Ms. Thomas that defense counsel had scheduled her deposition for 2:00 p.m. on January 21, 2004.

41. Ms. Thomas appeared for her scheduled deposition on January 21, 2004.

42. Ms. Thomas waited at Respondent's office for over three hours before Respondent's assistant told her that he was not in the office.

43. Respondent failed to appear for the scheduled deposition.

44. Thereafter Ms. Thomas repeatedly called Respondent's office and asked to speak with Respondent.

45. Respondent failed to return his client's telephone calls and respond to her reasonable requests for information about her case.

46. By letter dated March 22, 2004, from ODC to Respondent, ODC suggested that Respondent contact Ms. Thomas and inform her of the status of her case.

47. Respondent failed to take any action in this matter.

Charge V - Terrell Babb and Michael Marshall Matter

48. Mr. Babb and Mr. Marshall retained Respondent to represent them after they were involved in an automobile accident on March 9, 2002.

49. From time to time Mr. Babb and Mr. Marshall would call Respondent and request information about the status of their case.

50. Respondent failed to return their calls and respond to their reasonable requests for information.

51. Respondent failed to perform any work on Mr. Babb's and Mr. Marshall's accident case.

52. Respondent misled his clients to believe that he was working on their case, when in fact he was not.

53. Respondent failed to contact the defendant, Victor Glover, about the claim.

54. Respondent failed to place either PIP carrier on notice of the claim.

55. Respondent failed to provide the insurance carrier with actual notice of the claim.

56. By letter to Respondent dated February 3, 2004, sent by first class mail and facsimile, and signed by Mr. Marshall and Howard Taylor, Esquire, Mr. Taylor wrote that:

a. Mr. Marshall had retained Mr. Taylor to represent him in his March 9, 2002 accident;

b. Mr. Marshall was dissatisfied with Respondent's handling of his case and the lack of communication from Respondent's office;

c. Mr. Taylor was requesting that Respondent forward the contents of Mr. Marshall's file to Mr. Taylor's office; and

d. Respondent was to do no further work toward representing Mr. Marshall.

57. Respondent received the February 3, 2004 letter.

58. Upon termination of Respondent's representation, Respondent failed to deliver Mr. Marshall's file to Mr. Taylor.

59. By letter to Respondent dated February 25, 2004, delivered by first class mail and facsimile, Mr. Taylor wrote that:

a. Terrell Babb requested that Mr. Taylor represent him in the March 9, 2002 accident;

b. Mr. Babb was concerned that Respondent had done nothing in the case, the statute of limitations was approaching, and attempts to contact Respondent had been unsuccessful; and

c. he did not have sufficient information to protect Mr. Babb's case from the statute of limitations.

60. Respondent received Mr. Taylor's February 25, 2004 letter, but failed to respond.

61. On February 27, 2004, Mr. Taylor filed a major, non-jury civil complaint on behalf of Mr. Marshall in the Court of Common Pleas of Philadelphia County.

62. On March 3, 2004, Mr. Taylor filed a major non-jury civil complaint on behalf of Mr. Babb in the Court of Common Pleas of Philadelphia County.

63. Respondent was aware that Mr. Taylor had filed complaints on behalf of Mr. Babb and Mr. Marshall.

64. On March 9, 2004, Respondent filed a Writ of Summons for an arbitration case in the Court of Common Pleas of Philadelphia County on behalf of Mr. Babb and Mr. Marshall.

65. Respondent did not have legal authority to represent Mr. Babb and Mr. Marshall when he filed the Writ of Summons.

66. By letter dated March 17, 2004, to Respondent from Mr. Taylor, Mr. Taylor informed Respondent that he was aware that Respondent had filed a Writ of Summons after he had been discharged by Mr. Babb and Mr. Marshall and requested that

Respondent withdraw the Summons so that there would not be duplicate claims for the same injuries.

67. Respondent did not respond to Mr. Taylor's letter.

68. Respondent failed to withdraw the Summons.

Charge VI - Walter and Billie Williams Matter

69. Mr. and Mrs. Williams retained Respondent to represent them after they were involved in an automobile accident on April 29, 2002.

70. From time to time, Mr. and Mrs. Williams would call Respondent and request information about the status of their case.

71. Respondent failed to return their telephone calls and respond to their reasonable requests for information.

72. Respondent failed to do any work on behalf of his clients.

73. Respondent misled his clients to believe that Respondent was working on their case when in fact he was not.

74. By letter dated January 20, 2004, sent by first class mail and facsimile, signed by Mrs. Williams and Howard Taylor, Esquire, Mr. Taylor wrote that:

a. Mr. and Mrs. Williams retained Mr. Taylor to represent them in their claim for personal injuries and property damage arising from their automobile accident;

b. Mr. and Mrs. Williams were dissatisfied with Respondent's handling of their case and the lack of communication from Respondent's office; and

c. Mr. Taylor requested that Respondent forward the contents of the Williams' file to Mr. Taylor's office.

75. Respondent received the January 20, 2004 letter.

76. Respondent failed to deliver the file to Mr. Taylor after the termination of Respondent's representation.

77. By letter to Respondent dated January 28, 2004, sent via first class mail and facsimile, Mr. Taylor:

a. advised Respondent that he had not received a reply from Respondent regarding the Williams' file;

b. informed Respondent that Mr. and Mrs. Williams were concerned about the status of their case;

c. requested that Respondent contact him immediately upon receipt of the letter to advise him when he would receive the Williams' file; and

d. informed Respondent that if Respondent did not contact him within one week, he would seek assistance from the Philadelphia Bar Association.

78. Respondent received Mr. Taylor's January 28, 2004 letter.

79. Respondent failed to take any action or to respond to Mr. Taylor's letter.

Charge VII - Taylor and Marshall Matter

80. On July 22, 2001, Laura Taylor, Kimberly Taylor, Ashley Taylor and Michael Marshall were in an automobile accident.

81. The Taylors and Mr. Marshall retained Respondent to represent them in their claim for damages.

82. From time to time the Taylors and Mr. Marshall would call Respondent and request information about the status of their case.

83. Respondent failed to return their telephone calls and respond to their reasonable requests for information.

84. Respondent misled the Taylors and Mr. Marshall to believe that Respondent was working on their case, when in fact, Respondent was not working on their case.

85. The statute of limitations for the case expired on July 22, 2003.

86. Respondent failed to take any action to protect the Taylors' and Mr. Marshall's legal claim prior to the expiration of the statute of limitations.

87. By letter dated January 22, 2004, sent by first class mail and facsimile, and signed by Laura Taylor, Howard Taylor, Esquire:

a. advised Respondent that Laura Taylor had retained Mr. Taylor to represent her in her claim for personal injuries and property damage arising from her automobile accident;

b. informed Respondent that the Taylors and Mr. Marshall were dissatisfied with Respondent's handling of their case and the lack of communication from Respondent's office;

c. notified Respondent that Kimberly and Ashley Taylor and Mr. Marshall would likely be seeking Mr. Taylor's representation;

d. requested that Respondent forward the contents of Laura Taylor's file to Mr. Taylor's office; and

e. informed Respondent that Respondent was to do no further work on the case.

88. Respondent received Mr. Taylor's January 22, 2004 letter.

89. Respondent failed to respond to Mr. Taylor's letter.

90. Respondent failed to surrender Laura Taylor's file to Mr. Taylor after termination of Respondent's representation.

91. By letter to Respondent dated January 28, 2004 sent via first class mail and facsimile, Mr. Taylor:

a. advised Respondent that he had not received a reply from Respondent regarding Laura Taylor's file;

b. informed Respondent that Laura Taylor was concerned about her case;

c. notified Respondent that he was requesting that Respondent contact him immediately upon receipt of his letter to advise him when he would receive Laura Taylor's file; and

d. explained that if Respondent did not contact him within one week, he would seek assistance from the Philadelphia Bar Association.

92. Respondent received Mr. Taylor's January 28, 2004 letter.

93. Respondent failed to take any action and respond to Mr. Taylor's January 28, 2004 letter.

94. By letter dated February 3, 2004, sent by first class mail and facsimile, signed by Michael Marshall, Mr. Taylor wrote that:

a. Michael Marshall retained Mr. Taylor to represent him in the automobile accident case;

b. Mr. Marshall was dissatisfied with Respondent's handling of his case and the lack of communication from Respondent's office;

c. Mr. Taylor requested that Respondent forward the contents of Mr. Marshall's file to Mr. Taylor's office; and

d. Respondent was to do no further work toward representing Mr. Marshall.

95. Respondent received Mr. Taylor's letter but failed to respond to it.

96. Respondent failed to surrender Mr. Marshall's file to Mr. Taylor after the termination of Respondent's representation.

97. By letter from Mr. Taylor to Respondent, dated March 17, 2004, sent by first class mail and facsimile, Mr. Taylor:

a. requested Respondent's assistance in providing the police report for the accident of July 22, 2001;

b. inquired whether Respondent had taken any steps to protect the statute of limitations in the claims; and

c. advised Respondent to call him if Respondent had any questions concerning the matter.

98. Respondent received the March 17, 2004 letter but failed to respond to it.

99. Respondent failed to forward the Taylors' and Mr. Marshall's files to Mr. Taylor.

100. Respondent informed the Taylors and Mr. Marshall that Mr. Sanders, the driver of the vehicle responsible for the accident did not have insurance.

101. This information was incorrect, in that Mr. Sanders had insurance at the time of the accident.

102. By letter dated March 22, 2004, from Mr. Taylor to Respondent, sent via first class mail and facsimile, Mr. Taylor:

a. informed Respondent that he was finally able to secure a copy of the police report for the July 22, 2001 accident;

b. advised Respondent that the statute of limitation in the case expired seven months ago;

c. told Respondent that it appeared he had taken no action to protect the interests of the Taylors and Mr. Marshall; and

d. requested that Respondent provide documents that he filed a lawsuit to protect his clients' interests or, in the alternative, forward his letter to Respondent's malpractice carrier and have the carrier contact Mr. Taylor directly.

103. Respondent received Mr. Taylor's letter but did not respond.

CHARGE VIII - Vivian Cheeves Matter

104. Ms. Vivian Cheeves retained Respondent to represent her following a slip and fall accident on August 4, 2000 while on the premises of Shop-Rite Supermarket.

105. On August 2, 2002, Respondent filed a Praecipe to Issue Writ of Summons against Shop-Rite Supermarkets, Inc. and Wakefern Food Corporation.

106. By letter dated August 20, 2002, from Respondent to Ms. Cheeves, Respondent:

a. enclosed a copy of the Praecipe for Writ of Summons;

b. informed Ms. Cheeves that the defendants had not contacted Respondent regarding settling the case; and

c. advised Respondent that the matter was scheduled for an Arbitration Hearing at 9:30 a.m. on April 1, 2003.

107. On October 7, 2002, Respondent filed a civil complaint against Shop-Rite and Wakefern.

108. By letter dated March 26, 2003, from Respondent to his client, Respondent reminded her that the arbitration hearing was scheduled for April 1, 2003, and requested that she schedule an appointment with Respondent to prepare for the hearing.

109. On April 2, 2003, Respondent attended an arbitration on behalf of Ms. Cheeves, in which the arbitration panel found in favor of Ms. Cheeves and against Shop-Rite in the amount of \$10,000; and against Ms. Cheeves and in favor of Wakefern.

110. By Notice dated April 7, 2003, Shop-Rite filed an appeal from the award of the arbitrators.

111. By letter dated April 10, 2003, from Respondent to Ms. Cheeves, Respondent:

- a. enclosed a copy of the Arbitration Award;
- b. informed her that Shop-Rite had appealed from the Arbitration Award;
- c. advised her that a Status Conference was scheduled for May 12, 2003, and
- d. explained that the trial would be in approximately six to nine months.

112. Respondent did not diligently comply with defendants' request for discovery.

113. On June 13, 2003, an order granting defendants' Motion to Compel Discovery was entered.

114. Respondent received a copy of the Order of June 13, 2003.

115. By Order dated August 1, 2003, defendants' motion for sanctions and to compel plaintiffs' deposition was granted.

116. Respondent received a copy of the August 1, 2003 order.

117. By Order dated September 4, 2003, the Honorable Norman Ackerman:

- a. granted Shop-Rite's and Wakefern's motion for sanctions;
- b. entered a non pros of plaintiff's civil complaint.

118. Respondent received a copy of Judge Ackerman's September 4, 2003 Order.

119. Respondent failed to inform Ms. Cheeves that her complaint had been dismissed.

120. From time to time Ms. Cheeves would call Respondent's office and request information regarding the status of her case.

121. Respondent failed to return Ms. Cheeves telephone calls and respond to her reasonable requests for information.

CHARGE IX - Delores R. Jones Matter

122. On February 10, 2002, Ms. Delores R. Jones retained Respondent to represent her following her involvement in an automobile accident on February 8, 2002.

123. Respondent failed to act with reasonable diligence and promptness in representing Ms. Jones.

124. On January 4, 2004, Ms. Jones called Respondent to discuss her case.

125. Respondent never returned Ms. Jones' telephone call or responded to her reasonable request for information regarding her case.

126. From time to time Ms. Jones called Respondent at his office and on his cell phone.

127. Respondent failed to respond to Ms. Jones' telephone calls and her reasonable requests for information about her case.

128. In March 2004, Ms. Jones went to Respondent's office to retrieve her file.

129. Respondent's agents would not give Ms. Jones her file.

130. By letter from Ms. Jones to Respondent, sent after January 2004, Ms. Jones wrote that she:

a. had tried to contact Respondent by telephone and in person since January 2004;

b. had received no response from Respondent or anyone in his office;

c. informed Respondent that she no longer wished for Respondent to represent her; and

d. requested that Respondent release her file so she could obtain other representation.

131. Respondent received Ms. Jones' letter but refused to release her file.

132. On May 4, 2004, Ms. Jones spoke with Respondent regarding the release of her file.

133. Respondent requested that Ms. Jones give Respondent two more weeks to settle her case.

134. On May 17, 2004, Ms. Jones called Respondent's office and Respondent's agents advised her that she would receive her file when Respondent's agent located it.

CHARGE X - Paul R. Verwey Matter

135. In June 2000, Mr. Verwey retained Respondent to represent him in claims arising from his June 24, 2000 accident.

136. In December 2001, Mr. Verwey repeatedly contacted Respondent to inquire about the status of his case.

137. Respondent informed Mr. Verwey that there was no need to file a complaint in the matter until the two year statute of limitations was closer to expiring.

138. On June 24, 2002:

- a. Mr. Verwey telephoned Respondent to inquire of the status of his case;
- b. Respondent stated that Mr. Verwey should have contacted Respondent several days earlier;
- c. Respondent filed a complaint on behalf of his client in the Court of Common Pleas of Philadelphia County captioned Paul R. Verwey v. Julian McLeod, Verizon PA Inc., and Danielle Fortune; and
- d. Respondent telephoned Mr. Verwey later that day to inform him that Respondent had filed the case before the statute of limitations deadline.

139. In August 2002, Respondent agreed to represent Mr. Verwey in several traffic violation matters as a professional courtesy, without charging any additional fees.

140. In October 2002, Respondent failed to appear for a hearing regarding the traffic violations, at which time the matters were continued to November 2002.

141. In November 2002, Respondent failed to appear at the hearing regarding Mr. Verwey's traffic violations, which resulted in Mr. Verwey refusing to proceed to trial, being found guilty and having his license suspended.

142. Mr. Verwey continued to call Respondent about his failure to appear at the hearings, but Respondent failed to respond to Mr. Verwey's requests for information.

143. In April 2003, Respondent met with Mr. Verwey and agreed to assist him in regaining his driver's license; and informed Mr. Verwey that Respondent would file a petition to reopen the traffic ticket matters.

144. In July 2003, Respondent informed Mr. Verwey that he had filed the petition to reopen the traffic ticket matters.

145. This was a false representation, as Respondent had not filed a petition to reopen.

146. Mr. Verwey left numerous messages with Respondent's office inquiring as to the status of the petition to reopen, but Respondent failed to respond to any of these messages.

147. By letter dated October 2, 2003, sent to Respondent via facsimile and regular mail, Mr. Verwey:

a. informed Respondent that he had repeatedly contacted Respondent's office and Respondent failed to respond to his requests for information;

b. expressed concern over Respondent's "passive approach" to his cases; and

c. requested a prompt response to his letter.

148. Respondent received this letter and facsimile but failed to respond.

149. By Order entered on October 3, 2003, the Honorable Howland W. Abramson granted defendant's Motion for Sanctions against Plaintiff in Verwey v. McLeod.

150. Respondent received a copy of this Order.

151. On December 1, 2003, Judge Abramson granted Defendant Verizon's and Defendant Julian McLeod's motion for non pros.

152. Respondent received a copy of the non pros Order of December 1, 2003.

153. Respondent failed to inform Mr. Verwey of the December 1, 2003 non pros Order.

154. By letter dated December 4, 2003, sent to Respondent via certified mail, return receipt requested, Mr. Verwey:

a. informed Respondent that he had been unsuccessful in contacting Respondent during the past two weeks;

b. informed Respondent that he was filing a complaint with the Disciplinary Board of the Supreme Court of Pennsylvania because of Respondent's failure to communicate;

c. stated that if Respondent did not respond to his letter within ten days, then he would seek alternative representation in Verwey v. McLeod;

d. advised that he may be seeking damages against Respondent if his legal rights in Verwey v. McLeod were prejudiced by Respondent's inaction;

e. inquired as to the status of the Verwey v. McLeod case;

f. requested a copy of all motions, orders, decisions and sanctions regarding the Verwey v. McLeod case;

g. inquired as to Respondent's intentions concerning Respondent's representation of him in his traffic violation matters; and

h. requested a copy of the fee agreement between Respondent and himself.

155. Respondent received the December 4, 2003 letter.

156. On December 15, 2003, Respondent spoke to Mr. Verwey on the telephone but failed to inform him that the Judge had granted motions for non pros, thereby misleading Mr. Verwey as to the status of his case.

157. By letter dated December 15, 2003, from Mr. Verwey to Respondent, Mr. Verwey confirmed Respondent's December 15, 2003 telephone conversation in which Respondent:

a. was advised that Mr. Verwey had difficulty in contacting Respondent;

b. agreed to comply with Mr. Verwey's requests for copies of his case history for Verwey v. McLeod, including all motions, sanctions, orders, and Respondent's fee agreements; and

c. agreed to enter his appearance on behalf of Mr. Verwey in his Delaware and Philadelphia county traffic violation matters.

158. Respondent received Mr. Verwey's December 15, 2003 letter.

159. On April 21, 2004, the Honorable Howland W. Abramson entered a judgment of non pros in favor of all defendants in Verwey v. McLeod.

160. Respondent received notice of the judgment but failed to inform his client.

CHARGE XI - Deon J. Moses Matter

161. In January 2002, Mr. Moses retained Respondent to represent him in a personal injury lawsuit arising out of a January 8, 2002 automobile accident.

162. Respondent agreed to represent Mr. Moses on a contingency fee basis.

163. Over the next two years Mr. Moses made repeated attempts to contact Respondent.

164. Respondent failed to return any of Mr. Moses' telephone calls.

165. On January 7, 2004, Respondent filed a complaint on behalf of Mr. Moses in the Court of Common Pleas of Philadelphia County in a case captioned Riggins et. al. v. Police Officer Mitchell McKeever et al.

166. In May 2004, as a result of health issues, Respondent requested that Gerald J. Pomerantz, Esquire, take over Respondent's outstanding cases.

CHARGE XII - Tara Gordon Matter

167. Ms. Gordon retained Respondent to represent her in claims arising from an accident on September 15, 1999.

168. Suit was instituted by case captioned Gordon v. Darmofal, in the Superior Court of New Jersey.

169. Ms. Gordon made repeated attempts to contact Respondent regarding her case.

170. Respondent failed to respond to his client's requests for information.

171. Ms. Gordon's case was scheduled for trial on February 9, 2004, before the Honorable Patricia Richmond LeBon, J.S.C., Superior Court of New Jersey.

172. Respondent received notice of the trial date.

173. Respondent failed to advise Ms. Gordon of the trial date and that she should appear.

174. On January 6, 2004, Ms. Gordon terminated Respondent's representation.

175. Upon termination, Respondent failed to take reasonably practicable steps to protect his client's interests.

176. Respondent failed to withdraw his appearance in Gordon v. Darmofal.

177. By letter to Ms. Gordon, dated February 9, 2004, and carbon copied to Respondent, Judge LeBon:

a. advised Ms. Gordon that she was unable to get in touch with Respondent after repeated attempts;

b. indicated her concern that Respondent had not advised Ms. Gordon of her trial date; and

c. advised Ms Gordon that the matter was continued to February 23, 2004.

178. By letter to Respondent dated February 18, 2004, Michael A. Hanamirian, Esquire, Ms. Gordon's new attorney:

a. advised Respondent that he was retained by Ms. Gordon to represent her in the automobile accident matter; and

b. requested that Respondent forward Ms. Gordon's file to his office.

179. Respondent received this letter but failed to respond.

180. By letter to Respondent dated March 4, 2004, Mr. Hanamirian attached a copy of his February 18 letter and requested that Respondent forward Ms. Gordon's file to his office within seven days.

181. Although Respondent received this letter he failed to respond.

182. Respondent was properly served with the Petition for Discipline and received proper notice of the pre-hearing conference and the disciplinary hearing.

183. Respondent failed to file an Answer to Petition for Discipline and failed to appear at the pre-hearing conference and the disciplinary hearing.

III. CONCLUSIONS OF LAW

By his conduct as set forth in the above 12 matters, Respondent violated the following Rules of Professional Conduct:

1. RPC 1.3 – A lawyer shall act with reasonable diligence and promptness in representing a client.
2. RPC 1.4(a) – A lawyer shall keep a client informed about the status of a matter and promptly comply with reasonable requests for information.
3. RPC 1.4(b) – A lawyer shall explain a matter to the extent necessary to permit the client to make informed decisions regarding the representation.
4. RPC 1.16(a)(3) – A lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer is discharged.
5. RPC 1.16(d) – Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client’s interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee that has not been earned.
6. RPC 3.2 – A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.
7. RPC 8.4(c) – It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.
8. RPC 8.4(d) – It is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

9. RPC 8.5(b)(1) – In any exercise of the disciplinary authority of this jurisdiction, the rules of professional conduct to be applied shall be as follows: for conduct in connection with a proceeding in a court or agency before which a lawyer has been admitted to practice, the rules to be applied shall be the rules of the jurisdiction in which the court or agency sits.

a. NJ RPC 1.1(a) – a lawyer shall not handle or neglect a matter entrusted to the lawyer in such a manner that the lawyer’s conduct constitutes gross negligence;

b. NJ RPC 1.4(a) - a lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information;

c. NJ RPC 1.4(b) – a lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

d. NJ RPC 1.16(a)(2) – a lawyer shall not represent a client, or where representation has commenced, shall withdraw from the representation of a client if the lawyer’s physical or mental condition materially impairs the lawyer’s ability to represent the client;

e. NJ RPC 1.16(a)(3) – a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer is discharged; and

f. NJ RPC 8.4(d) – it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

IV. DISCUSSION

This matter is before the Disciplinary Board for consideration of charges against Respondent of misconduct in 12 client matters. Respondent did not file an Answer to Petition for Discipline. Pursuant to Rule 208(b)(3), any factual allegation that is not timely answered shall be deemed admitted. Furthermore, Respondent did not attend the pre-hearing conference or disciplinary hearing in this matter, despite proper notice, and has put forth no evidence of mitigating factors for the Board's consideration. There is no dispute that Respondent's actions in the 12 client matters violated multiple Rules of Professional Conduct. It is the Board's responsibility to determine the appropriate discipline.

The record in this matter depicts pervasive client neglect: missed appointments; clients left to wait for hours; a deplorable lack of communication consisting of many unreturned telephone calls and letters; deception regarding the status of cases; misrepresentations about work done; failing to withdraw from representation or allow the transfer of a case to a new attorney. Some clients were forced to withstand the loss of their claims, either through dismissal for non-action or through the expiration of the statute of limitations. This egregious misconduct lasted for four years.

The underlying misconduct is aggravated by Respondent's prior history of discipline. This history of discipline consists of a one year and one day suspension ordered by the Supreme Court on July 29, 2004, and a three month suspension ordered by the Court on November 16, 2004. The initial suspension was based on Respondent's conviction of one count of insurance fraud, one count of forgery and one count of criminal conspiracy. Respondent engaged in fraud by procuring a backdated receipt for the purpose of supporting a property loss claim. The second suspension, which was ordered to run consecutive to the initial suspension, was a reciprocal suspension based on a three month suspension ordered by the Supreme Court of New Jersey. Respondent performed preliminary services for a client in a personal injury action and then took no further action. He did not communicate with his client and engaged in conflicts of interest in that he represented both the driver and the passengers in the claim.

Additional aggravation can be found in Respondent's failure to participate whatsoever in the disciplinary process. It may be inferred from his actions that he has no interest in preserving his license to practice law.

The facts of record weigh heavily against Respondent's continued privilege to practice law. There is no question that harm would come to the public if Respondent is not removed from the roll of attorneys in the Commonwealth. While disbarment is the most severe sanction permitted to be imposed, it is well founded in this matter due to the combination of Respondent's egregious treatment of his clients, his past suspensions and his failure to cooperate and participate in the disciplinary process.

V. RECOMMENDATION

The Disciplinary Board of the Supreme Court of Pennsylvania unanimously recommends that the Respondent, Robert S. Fisher, be disbarred from the practice of law.

It is further recommended that the expenses incurred in the investigation and prosecution of this matter are to be paid by the Respondent.

Respectfully submitted,

THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

By: _____
Jonathan H. Newman, Vice-Chair

Date: May 18, 2006

O R D E R

PER CURIAM:

AND NOW, this 19th day of September, 2006, upon consideration of the Report and Recommendations of the Disciplinary Board dated May 18, 2006, it is hereby

ORDERED that Robert S. Fisher be and he is disbarred from the Bar of this Commonwealth, and he shall comply with all the provisions of Rule 217, Pa.R.D.E.

It is further ORDERED that respondent shall pay costs to the Disciplinary Board pursuant to Rule 208(g), Pa.R.D.E.