

STATE OF VERMONT
PROFESSIONAL RESPONSIBILITY BOARD

In Re: Glenn Robinson, Esq.
PRP File No. 2013- 172

Background

Glenn Robinson (Respondent) has been licensed to practice law in Vermont since 1999. Respondent is 55-years old. He has practiced law in Newport, Vermont since 2000. Respondent has a general law practice which focuses on Family Law, Criminal Defense and Probate work. Most of Respondent's practice involves litigation. Transcript (Tr.).294: 12-20

On June 1, 2017, Disciplinary Counsel (Bob Simpson) filed a five-count Petition of Misconduct against Respondent. The Petition was based on charges made in Spring 2013 by three women: (1) Cindy Mead (Count I); (2) Pamela Binette (Counts II and III) and (3) Andrea Poutre (Counts IV and V).

CINDY MEAD – COMPLAINANT

Count I

During the period from March 2011 through mid-June 2012, Respondent violated Rule 1.7 (a) (2) by representing a divorce client, Cindy Mead, when his representation involved a “concurrent conflict of interest”: by engaging in a sexual relationship with Ms. Mead, under circumstances which created a significant risk that his representation would be materially limited by Respondents’ personal interests.

Relevant Rule

Rule 1.7

(a) Except as provided in paragraph B, a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

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(2) there is a significant risk that representation of one or more clients will be materially limited by ... a personal interest of the lawyer.

Comment 17, to Rule 1.8 warns that if a lawyer enters a sexual relationship with a client, the lawyer's ability to make the independent professional judgment the client is entitled to will be compromised because: “. . . such a relationship presents such a significant danger that because of the lawyer's emotional involvement, the lawyer will be unable to represent the client without impairment of the exercise of independent professional judgment.”

I. DISCIPLINARY COUNSEL'S PROPOSED FINDINGS OF FACT - COUNT I

1. Cindy (Sanville) Mead, age 46, was the first of three women to bring charges of Unprofessional Conduct against Respondent in Spring 2013.
2. Ms. Mead is currently the manager of a restaurant at Jay Peak Ski Resort. She also manages a bar that is in "a neighboring part of the hotel" in which the restaurant is located. Transcript, Volume I (Tr.) page 20: lines 18-22
3. Ms. Mead was born in 1971 and raised in Newport Center, Vermont. Tr. 20: 22-25, 21: 4-12
4. She attended North Country Union High School; but, dropped out when she became pregnant with her first child at age 17. The baby, a girl, was born in 1989. Tr. 21: 15-17
5. The father of her baby girl was her boyfriend, Scott Carpenter. He eventually decided he "was too young and couldn't handle it" and left. He moved back in with Ms. Mead and their young daughter; but left for good when their second child, a boy, was born. Tr. 22:24-25, Tr. 23: 1-25
6. Scott Carpenter's brother and his wife gave Ms. Mead substantial help while she was raising both young children and working at McDonald's. She earned her GED during that period. Tr.22 and 23
7. Scott Carpenter and Ms. Mead never married.

Shawn Mead

8. Six months after the birth of her second child in 1993, Ms. Mead met, and began dating, Shawn Mead – the man she was to marry and live with for sixteen years. Tr. 24: 20-25, Tr. 25: 1-15
9. Shawn Mead lived in a trailer on the family farm in Coventry, Vermont. Ms. Mead and her two young children moved in with Shawn Mead and she became pregnant with their first child, a girl, in 1995. They had two more children – both boys – in 1998. Tr. 25
10. During the sixteen years Ms. Mead and Shawn Mead were raising five children together, she not only worked on the Mead Family Farm, which expanded during that time to be the largest farm in the Newport Center area; but she also worked "outside the farm" at Department of Families and Children (DCF), earned an Associate's Degree in Early Childhood Education at the Community College of Vermont (CCV) and had worked toward earning a degree in K-6 Education at Johnson State College. Tr. 26-31
11. By the time she left Shawn Mead in 2010, the two children from her relationship with Scott Carpenter had left the Mead Family Farm - her daughter had moved into her own apartment and her son had joined the Marines. Tr. 52: 18-20

12. Ms. Mead told the Panel why she left Shawn Mead in 2010:

I ended up filing for divorce because my ex-husband (Shawn Mead) wanted me to give up some of the things I was doing. He wanted me to be home with me to be a wife and just focus on our family. He thought I was doing too much for people and I told him “no.” And of course being together for 16 years, it was kind of a head-bunting-type thing. And he said it was his way or the highway, so I thought I would be the one to show him it was going to be the highway. Tr. 8-18

13. Ms. Mead left the Mead Family Farm and rented a trailer in Newport Center. She lived alone. Her children from her relationship with Scott Carpenter had already moved away. Her three children from her marriage with Shawn Mead were in their early teens. They visited her for a while, but eventually stopped visiting. Tr. 33: 8-25

14. Ms. Mead filed pro se for divorce on October 28, 2010. Her husband, Shawn Mead was represented by Atty. Jennifer Nelson.

Ms. Mead Retains Atty. Robinson

15. By December 2010, Ms. Mead realized: “I need someone to help me.” Tr. 36: 2-3

16. She retained Respondent to represent her in her divorce on December 9, 2010. He charged \$200 per hour and \$90 per hour for the services of his legal assistant. Tr. 37: 1-8

17. Ms. Mead did not remember how much she had paid to retain Respondent’s services. But, she did recall that she had cashed in her “403 (b)” (tax-sheltered annuity) from her work at Head Start “a couple of times for a couple of thousand.” She also remembered that she had given Respondent “a couple of checks.” Tr. 37: 15-25

18. Ms. Mead estimated she paid Respondent \$2,500 “to start.” Tr. 38: 3-5

19. At the time, she was “barely making” the \$500 per month rent payments for her trailer at the time. Tr. 39: 1-3

Ms. Mead and Respondent Begin Dating and Enter a Consensual Sexual Relationship

20. Ms. Mead said it “wasn’t long” before she and Respondent began a consensual sexual relationship. Respondent estimated that they began having a sexual relationship “at the end of February or beginning of March” 2011. Tr. 39: 17-20; Tr.468: 1-8

21. Respondent testified that when Ms. Mead first approached him about having an intimate relationship, he put her off because he thought that engaging in such a relationship would violate the Rules of Professional Conduct. But, “several weeks later,” he happened to be in court and

overheard a conversation about “the rule:” and “somebody was talking about the subject of that rule and somebody said the rule had changed.” Tr. 491:17-25

22. After he found about the rule change, Respondent testified that he and Ms. Mead went over the rule together. Tr. 492: 17-22
23. Respondent testified that he eventually relented and had sex with Ms. Mead after she visited his home and laid down his bed. Respondent claims she told him she had “thought about” the rule and concluded it would okay to have sex. He testified that he told Ms. Mead that “he had thought about it too” and had reached the same conclusion. Tr. 493: 17-25; Tr. 494: 5-9
24. Ms. Mead recalled that she and Respondent were having sex before Respondent found out about the change in “the rule.” Tr. 494: 17-24
25. Respondent said he continued to have sex with Ms. Mead right up until the time of the final hearing (June 14, 2012) and “once” after that in “November” 2012. Tr. 501: 22-25; 502: 1-9

Ms. Mead Felt Her Relationship with Respondent Was Strong

26. Ms. Mead was not only happy with her relationship with Respondent; she was also happy to meet and visit members of his family. She and Respondent visited his parents “Candy and Jerome Diamond throughout” the period they were dating (February 2011- Mid-June 2012). She thought Respondent’s parents were “great people.” Tr. 40: 4-9
27. They visited Respondent’s brother’s house for Thanksgiving. Tr. 40: 2-3
28. She and Respondent visited Respondent’s friends and went hiking and camping together. Tr. 41: 1-5
29. Respondent didn’t want them to be seen together in the Newport area because he didn’t want people there to know that Ms. Mead and Respondent had a relationship. Tr. 40: 10-16. But, as far as Ms. Mead knew Respondent wasn’t seeing anyone else. Tr. 42: 11-16
30. Ms. Mead testified credibly in summing up her relationship for the Panel: “We would stay at each other’s places. I would pick up his dry cleaning if he needed it. I would buy his groceries. He used my car many times. I mean we were as close to a couple as you can really get; you’re eating together, you’re staying together, no matter if it’s my place or his.” Tr. 42: 20-25; Tr. 43:1-5

Ms. Mead’s Divorce Case

31. Respondent’s mother, Candace Diamond, “always asked me how my case was going” and Ms. Mead testified that she would tell her “It’s not going very well.” Tr. 43: 10-19

Hearing on Motion to Increase Ms. Mead's Child Support Payments (March 2011)

32. Her husband's motion to increase the child support payments Ms. Mead made was one of the first hearings in which she was represented by Respondent. Tr. 44: 21
33. Ms. Mead's children had been "going back and forth with me, through this whole divorce they ended up not coming anymore" because she "didn't have enough bedroom space." Tr. 44: 21-25
34. Ms. Mead acknowledged that her children did not want to live with her in her trailer and that she was in this position because of "my decision" to leave her marriage. Tr. 46: 9-12
35. While Ms. Mead acknowledged that it was her decision to leave the marriage and live in the trailer near her former home, she told Respondent (and the Magistrate) that she simply could not afford to pay more than the \$500 in child support that she was already paying. She explained that she didn't have money to pay for her food at times and that her husband, who lived and worked on the family farm, could count on his family for support. Tr. 45: 17-21, Tr. 48: 1-9
36. Respondent was poorly prepared for the hearing on her husband's motion:

"... And when we went to the child support hearing, I think what happened was he forgot a paper or didn't have a paper or didn't have something at that first hearing. . . Tr. 45: 8-10

Order Increasing Ms. Mead's Child Support Payments (May 2011)

37. In his Order, the Magistrate granted Ms. Mead's husband, Shawn Mead's, motion for an increase in child support and ordered an increase of roughly \$100 over what Ms. Mead had been paying (\$500) and much more than she could afford. Tr. 47:10-25
38. When Ms. Mead told Respondent that she was unhappy with the outcome of the child support hearing. Respondent told her that he would "fix it." Tr. 47: 1-10

"Spousal Maintenance" (March 29, 2012)

39. At some point following the child support hearing, Respondent told Ms. Mead that he would file for what she termed "spousal maintenance" on her behalf. He told her that she was entitled to this financial support because of her contributions to the family over sixteen years. Respondent said- "let him (Shaun Mead) take a little bit (of) the burden." Tr. 49: 1-17
40. Respondent filed his supporting documentation on his Motion for Temporary Spousal Support (15 VSA 752) "too late" in the proceedings. Tr. 49: 6

41. Judge Gerety heard the evidence on Respondent's Motion for Temporary Spousal Support on March 29, 2012 and summarily denied the motion on that date. Order Dated March 29, 2012 (copy attached) ¹
42. Ms. Mead recalled that the Judge said words to the effect: "Well she's been making it this long. I deny it."

The Judge's response to the motion frustrated Ms. Mead:

" . . . I haven't been making it, that's the problem. I've been struggling to make ends meet. I'm not seeing my children. My children, of course, have a say. I can't disrespect them and say, no, you have to come – and get the cops involved. That would make everything just 10 times worse . . ." Tr.49: 15-25 (emphasis added)

43. Ms. Mead understood that Respondent could not "fix" the denial of her Motion for Temporary Spousal Support. She testified that while Respondent told her that he would "take care of" the child support order requiring her to pay \$600 per month, he could not "fix" the order denying her temporary spousal support: "The spousal maintenance was denied, so that couldn't be reopened." Tr. 50: 8-15
44. Respondent repeatedly told Ms. Mead that she did not need to worry about rulings that went against her because "he would take care of it:"
- " . . . because we were seeing each other and staying with each other, we would have, you know, we would have conversations like, you know, why is, why am I paying \$600? And things like that. And I'm not getting spousal maintenance when I came from living as I was to this, in a trailer, and he said don't worry; we'll take care of it. It will all work out." Tr. 52: 1-12
45. Respondent did not learn until he had represented Ms. Mead for more than a year that Ms. Mead was in poor shape financially – that her "401(k) had been cashed in" and that she was borrowing from her landlord. Tr. 331: 5-21
46. Ms. Mead was working at Respondent's tanning salon and as a hostess at a local restaurant to pay her bills, including rent and child support. Tr. 53: 18-25, Tr. 54: 1-10
47. Ms. Mead made a total of \$9,862 working part-time at Respondent's tanning salon over the period April 1, 2011 and September 13, 2012. DC -9
48. Ms. Mead recalled that at one of the hearings she attended with Respondent, he forgot to bring documents needed for the hearing and had to ask her husband's lawyer for her copy of the document. Tr. 50: 24-25

¹ The order is attached as DC-1. The Panel may take judicial/ administrative notice of the Order. 3 VSA 810 (4)

49. When Ms. Mead complained to Respondent, for instance, “why I’m still paying child support, why I’m not getting spousal support,” Respondent assured things would work out: “Relax, I will take care of it. You can stay here with me at the condo. You know, just relax.” Tr. 61: 20-25, Tr. 62: 1

Final Hearing – June 14, 2012

50. Respondent discussed the final hearing in casual conversation at times when Ms. Mead visited Respondent’s law office; but, Ms. Mead felt there was no “focus” on the outcome of her divorce throughout her relationship with Respondent. Tr. 61: 1-12

51. Respondent “prepped” Ms. Mead for her testimony at his condo the night before the final hearing:

“I remember him prepping me the night before. I can’t remember if we had gone to his office at all, but I remember at his condo he was getting angry because I was getting answers that (were) wrong, apparently and he was getting frustrated. And, I ask him, I go, what is it you want from me...”

Tr. 62: 13-20

52. Ms. Mead remembered negotiations between Respondent and her husband’s lawyers just before the final hearing was to begin. Respondent eventually advised Ms. Mead to take the offer from her husband’s attorney and she did:

And he said, if you take this, we can reopen this later. Don’t worry, if this happens today, we can reopen and try to get what you need . . . I still, a little piece of me hopes that it could happen, but everyone I talked to says absolutely not, since it is signed and sealed. . . Tr. 65: 16-25

53. Ms. Mead was surprised, hurt and angry when Respondent told her, two days after the June 14, 2012 Final Hearing, that he was ending their relationship. She thought their relationship had been strong right up until that point – “I thought we were fine in the relationship.” Tr. 104: 19-21

54. Respondent had repeatedly told her that he would “fix” things when she questioned him about developments in her case:

“But in the end if you don’t represent it appropriately, you don’t get it. I just didn’t understand how things worked, I always relied on being told (to) Relax. It will work out. I will fix it. Even though you signed this document (final settlement) today, we can fix it later.” Tr. 70: 1-10

55. But, when he ended their relationship, it became clear to her that Respondent wasn’t going to fix anything. “If we’re not together how is he going to fix anything.” Tr. 104: 10-16

56. Ms. Mead told the Panel that she had thought that because Respondent was a lawyer he would be skilled in representing her when she came to him for help; but, she has concluded that she simply put too much trust in Respondent.

‘I mean, I just, I just should have focused on how the laws in divorce actually work instead of just giving someone else the full reins.

But, this is someone you trusted?

He was a lawyer. He’s skilled in divorce or whatever he is taking on. He tells me he has done many of these. He’s had successful cases. I just got nothing. I lost everything I worked 17 years for.” Tr. 70: 12-20

II. DISCUSSION

Respondent represented Ms. Mead for roughly 18 months.² For most of that time, Respondent allowed his interest in maintaining his intimate relationship with Ms. Mead to supplant his professional obligation to give her a dispassionate, objective assessment of her case. Then, in the weeks before the Final Hearing in June 2012, he failed to give Ms. Mead’s case the full attention it deserved because he was involved in attempting to negotiate a bizarre waiver of sexual harassment contract with his new “romantic interest”- his legal assistant, Pamela Binette.

When she came to him for help in December 2010, Ms. Mead was aware that her decision to leave her husband had cost her dearly. Her children had stopped visiting her in her trailer. She realized she couldn’t fault them for this because it was her decision to leave them and their father.³ She desperately needed the help of a lawyer who could provide her with sound advice. Respondent told her he was experienced and that he could help her.⁴

Ms. Mead was having trouble making the \$500 rent on her trailer; but she “cashed in” an annuity that she had from her work at Head Start and paid him \$2,500 toward his retainer.⁵ She retained him on December 10, 2010.

Respondent Began an Intimate Relationship with Ms. Mead Three Months After She Retained Him

Respondent began having sex with Ms. Mead “at the end of February or beginning of March” 2011⁶. He continued to have sex with her right up until Ms. Mead’s Final Hearing on June 14, 2012⁷.

² December 10, 2010 to June 14, 2012

³ F #34 (above)

⁴ F #56

⁵ FF #17 and #18

⁶ F# 2

⁷ F # 25

For Ms. Mead, her relationship with Respondent was about much more than sex. Ms. Mead found happiness and comfort in her relationship with Respondent.⁸ Respondent told her he loved her⁹. She thought they were “a couple:”

“We would stay at each other’s places. I would pick up his dry cleaning if he needed it. I would buy his groceries. He used my car many times. I mean we were as close to a couple as you can really get; you’re eating together, you’re staying together, no matter if it’s my place or his.” Tr. 42: 20-25; Tr. 43:1-5 (emphasis added)

Ms. Mead’s General Complaint: Respondent Failed to “Focus” On Her Case

Ms. Mead said Respondent failed to represent her effectively because he failed to “focus” on her case. Whenever she questioned him about something in her case that hadn’t gone well, at least from her view as a non-lawyer and a client, he would not give her an assessment of the legal issues involved. Instead, he would dismiss her concerns with the general statements to the effect of “don’t worry I can fix it later”:

“. . . because we were seeing each other and staying with each other, we would have, you know, we would have conversations like, you know, why is, why am I paying \$600? And things like that. And I’m not getting spousal maintenance when I came from living as I was to this, in a trailer, and he said don’t worry; we’ll take care of it. It will all work out.” Tr. 52: 1-12

When Ms. Mead complained to Respondent, for instance, “why I’m still paying child support, why I’m not getting spousal support,” Respondent assured things would work out: “Relax, I will take care of it. You can stay here with me at the condo. You know, just relax.” Tr. 61: 20-25, Tr. 62: 1

In effect, Respondent was asking Ms. Mead to rely on the strength of their relationship rather than focus on the legal “nuts and bolts” of her case. This approach may have served Respondent well in that it kept their intimate relationship on track; but, it did not serve Ms. Mead well in assessing how to make informed decisions on whether to accept, or reject, offers from her husband’s lawyer.

Ms. Mead’s Testimony Was Credible – Respondent’s Testimony Was Not

Ms. Mead’s claims are credible. Ms. Mead had nothing to gain from coming down from Jay to testify before the Panel in support of a complaint she made five years ago. Moreover, she admitted she had to accept some of the blame for her problems and that she could not blame Respondent for all her setbacks

“I mean I have to own some of it because that’s the path I chose . . . I mean you can’t blame someone for everything when you’re making those choices. It’s just that I believed in the system.” Tr. 66:15-25

⁸ Findings ## 26-30

⁹ Respondent testified that he told Ms. Mead he “loved” her because “I did love her.” Tr. 496: 2-9

Respondent, on the other hand, did not accept any fault and often blamed Ms. Mead for problems that developed in her case. Moreover, important parts of his testimony did not make sense.

For instance, Respondent's claim that his work in Ms. Mead's case was "impeccable" (Tr. 358:14-18) is belied by, among other things¹⁰, the fact that, according to his own testimony, Respondent did not make a serious effort to understand Ms. Mead's financial situation until he had represented her for more than a year.

In "early 2012", with the final hearing (at that time) *only a month, or two away*¹¹, Respondent decided, for the first time, to "prepare a financial statement" to "find out where (Ms. Mead) was financially." It was not until then, he said, that he learned that Ms. Mead's "401(k) had been cashed in," that she was not making her rental payments on the trailer and that, in fact, she was borrowing from her landlord. Tr. 331: 5-25; Tr. 332: 1-8

Respondent's claim that Ms. Mead told him at first that she didn't need spousal maintenance, "I'm doing fine" financially (Tr.329: 22-24 makes no sense - not only in light of Ms. Mead's testimony that she was barely making her rental payment on the trailer; but also, in light of Respondent's own testimony that Ms. Mead was unable to make her \$500 per month "retainer payment" to him. Tr. 370:24-25; Tr. 371: 1-15

Ms. Mead showed through her testimony that she is independent and proud. She testified that she thought her relationship with Respondent was "fine"¹² right up until the point Respondent ended it two days after the final hearing in June 2012. Ms. Mead testified credibly that she was surprised, hurt and angry when Respondent told her *for the first time* that their relationship was over.

Respondent's claim to the contrary does not ring true. He testified that he told Ms. Mead in January 2012 that he wanted to end the relationship then. But, he stayed on in the relationship (and continued to have sex with Ms. Mead) until the final hearing in June 2012 at her request. Respondent's told the Panel:

"(Ms. Mead) looked at me and said please, just stay with me until the divorce is over. If you do that for me, I'd really appreciate it" Tr. 369: 22-25

Again, Respondent's claim that she "begged" (Tr. 501:18-21) him to stay on in their intimate relationship knowing that it would end in six months with the June final hearing is not credible.

Nonsense

Respondent claimed that he "hit the ground running" in early June 2012 to prepare for Ms. Mead's final hearing (Tr. 505: 18-20), and that he engaged in "extensive" and exhausting" preparation¹³ for that hearing because "it involved *somebody I cared about*," (Tr. 508: 1-7) - The evidence showed that these claims were nonsense.

¹⁰ F#36 - Respondent forgot to bring necessary documents to court and F#40 – Respondent filed for "spousal maintenance" too late.

¹¹ At that time, according to Respondent, the final hearing was scheduled for March 2012.

¹² F # 53

¹³ At one point in his testimony, he claimed he had taken 95 pages of handwritten notes in the last two weeks of his preparation for the final hearing. Tr. 346: 18 A short time later he claimed it was 100 pages of notes. Tr. 358: 11-12

First, Respondent testified that he “did love” Ms. Mead. Tr. 496: 2-9 But, when he was reminded that Ms. Mead testified that they had been having sex before Respondent learned there was no longer a “rule” that barred lawyers from having sex with their clients, Respondent quickly branded Ms. Mead a “liar.” He went on to allege that in addition to being a liar, Ms. Mead had “an anger management problem,” an “alcohol consumption problem” and was a “convicted felon.” Tr.494: 21-25; Tr. 497: 2-9; Tr. 500: 23-25-501:1-2

Second, after some prevarication, Respondent acknowledged that when he “hit the ground” in early June 2012 after a trip to Colorado with his father, Jerry Diamond, Respondent spent, at least some of his time attempting to arrange for Pamela Binette to agree to a “Notice of Intent to Engage in a Mutually Welcomed Romantic Relationship and Waiver of Claims” that his brother had drafted. Tr. 513 through Tr. 517:1-4.

Respondent’s Representation of Ms. Mead Was Materially Limited by His Personal Interests

Count I alleges: “During the period from March 2011 through mid-June 2012, Respondent violated Rule 1.7 (a) (2) by representing a divorce client, **Cynthia Mead**, when his representation involved a “concurrent conflict of interest”: by engaging in a sexual relationship with Ms. Mead, under circumstances which created a significant risk that his representation would be materially limited by Respondents’ personal interests.”

Comment 17, to Rule 1.8 warns that if a lawyer enters a sexual relationship with a client, the lawyer’s ability to make the independent professional judgment the client is entitled to will be compromised because: “. . . such a relationship presents such a significant danger that because of the lawyer’s emotional involvement, the lawyer will be unable to represent the client without impairment of the exercise of independent professional judgment.”

The Indiana Supreme Court made this point more clearly and in more detail in *In Matter of Grimm*, 674 NE2d 851, 855 (Indiana, 1996):

In their professional capacity, lawyers are expected to provide emotionally detached, objective analysis of legal problems and issues for clients who may be embroiled in sensitive or difficult matters. Clients, especially those who are troubled or emotionally fragile, often place a great deal of trust in the lawyer and rely heavily on his or her agreement to provide professional assistance. Unfortunately, the lawyer's position of trust may provide opportunity to manipulate the client for the lawyer's sexual benefit. Where a lawyer permits, or encourages a sexual relationship to form with a client, that trust is betrayed and the stage is set for continued unfair exploitation of the lawyer's fiduciary position. Additionally, the lawyer's ability to represent effectively the client may be impaired. Objective detachment, essential for clear and reasoned analysis of issues and independent professional judgment, may be lost. (emphasis added)

The evidence has shown that by engaging in a 12-month sexual relationship with Ms. Mead during the time he was representing her, Respondent engaged in conduct which created a “significant risk” that his representation of Ms. Mead in her divorce would be “materially limited” by his desire to maintain his intimate relationship with her.

Beyond that, the evidence has also shown that Respondent's representation of Ms. Mead was, in fact, materially limited by his "personal interest." That is, for most of his representation of Ms. Mead, that representation suffered because Respondent's professional obligation to provide her with an objective assessment of the merits of her case was secondary to his desire to maintain his intimate relationship with Ms. Mead by assuring her that he would "fix" any legal problems and help her weather any financial problems ("you can stay at my condo"¹⁴). Later as the final hearing approached, his representation of Ms. Mead was materially limited as his professional obligation to represent her zealously and effectively became secondary to his "personal interest" in pursuing Pamela Binette.

For, the reasons set out above, Disciplinary Counsel respectfully asks the Panel to find that there is clear and convincing evidence that Respondent violated Rule 1.7 (a) (2) in his representation of Ms. Mead by: engaging in a sexual relationship with Ms. Mead, under circumstances which created as significant risk that his representation would be materially limited by Respondent's personal interests.

Dated at Burlington, Vermont on December 27, 2017.

Robert V. Simpson, Jr.
Disciplinary Counsel

¹⁴ Finding (F) #50 (above)