

STATE OF VERMONT  
PROFESSIONAL RESPONSIBILITY PROGRAM

In Re: Richard Bowen  
PRB File No. 2019-083, 088

**CERTIFICATE OF SERVICE**

I certify that on June 28, 2019, Richard Bowen (Respondent) was served with the Petition of Misconduct by certified mail with restricted delivery and return receipt at the following address:

Law Office of Richard K. Bowen  
56 Main St. 3<sup>rd</sup> fl  
PO Box 119  
Springfield, VT 05156

And by email to bowenlaw@vermontel.net

in accordance with A.O. 9, Rule 14.A and Vermont Rule of Civil Procedure 5.



---

Sarah Katz

Disciplinary Counsel

STATE OF VERMONT  
PROFESSIONAL RESPONSIBILITY PROGRAM

In Re: Richard Bowen  
PRB File No. 2019-083, 088

**Petition of Misconduct**

In accordance with a finding of probable cause dated May 9, 2019, Disciplinary Counsel formally charges Attorney Richard Bowen (Respondent) with the following violations pursuant to A.O. 9, Rule 11(D)(1)(b) as set forth below.

NOTICE TO RESPONDENT: This is a formal Petition of Misconduct. Pursuant to A.O. 9, Rule 11(D)(3), you are required to file an Answer within 20 days addressed to the Professional Responsibility Program, 109 State St., Montpelier, VT 05609, with copy to Disciplinary Counsel. Failure to file a timely answer may result in the facts and charges being deemed admitted.

Count 1 of 2

On or about February 6, 2019, Richard Bowen, a licensed Vermont attorney, used information relating to the representation of clients RG and SP to their disadvantage without their informed consent and without other permission or requirement, to wit: used the closing date, terms, and purchase price of a property RG and SP were about to buy from RH to obtain an ex parte writ of attachment against the property in attempt to collect a debt Bowen believed RH owed Bowen from unrelated past legal work, in violation of Vermont Rule of Professional Conduct 1.8(b).

Count 2 of 2

Between January and February 2019, Richard Bowen, a licensed Vermont attorney, revealed information relating to the representation of a former client, RH, without permission or

requirement, to wit: told current clients RG and SP information related to RH's divorce, in violation of Vermont Rule of Professional Conduct 1.9(c)(2).

Facts alleged in support of petition

1. Respondent was admitted to practice law in Vermont in 1986.
2. He maintains a solo practice in Springfield.
3. Clients SP and RG, a married couple, hired Respondent in September 2018 to represent them in the purchase of a property located in Springfield. The property was adjacent to SP and RG's home and was being sold by RH, a former client of Respondent.
4. A purchase and sales agreement for the property was executed in September 2018, but several extensions to the closing date occurred due to buyers' difficulty obtaining a loan. Buyers eventually obtained a loan and the closing was scheduled for February 8, 2019.
5. RH (seller) lived in New Jersey and was represented in the sale by attorney Barry Polidor. The broker on the sale was Lori Muse, who also represented seller.
6. Unbeknownst to Respondent's buyer-clients RG and SP, RH was a former client of Respondent's. Buyers and sellers did not know each other outside of the property transaction.
7. In 2016 and 2017, Respondent represented RH in a divorce matter, *Mangini v. Hardie*, 67-2-08 Wrdm and 204 Vt. 657.
8. In conversations with SP and RG while representing them in buying the property ,

Respondent discussed with them information he knew about RH and RH's ex-spouse, such as how much money RH's ex-spouse got in the divorce and how she ended up with other property in the divorce, but he did not tell SP or RG that RH was a former client between September 2018 when they hired him and February 6, 2019.

9. In a phone call on February 6, 2019, two days before the closing, Respondent first disclosed to his current clients (buyers) that he used to represent seller RH and that RH owed him legal fees. RG expressed to Respondent that he would have liked to know this information earlier.
10. One day before discussing the issue with his current clients, on February 5, 2019, Respondent emailed RH's attorney Barry Polidor a copy of an invoice for divorce services Respondent believed RH still owed him.
11. Polidor promptly telephoned Respondent and the two discussed RH's outstanding bill. Respondent indicated to Polidor he thought RH should agree to settle Respondent's bill with the proceeds of the property RH was selling to Respondent's clients. Polidor indicated to Respondent he did not believe Respondent could demand that RH pay him from the sale proceeds, but that he would speak to RH about the situation.
12. Polidor then telephoned RH, who stated that the outstanding bill was disputed and he did not want to pay it from proceeds of the sale.
13. On February 6, 2019, before discussing the issue with his clients RG and SP, Respondent filed a collection action against RH, affidavit, and an ex parte writ of

attachment, requesting judgment of \$11,792.26 and an attachment on the Springfield property set to close February 8, 2019 which Respondent's own current clients were buying. Respondent did not tell the Court that he represented the buyers. The court granted the writ the same day and Respondent recorded it in the land records.

14. Late afternoon on February 6, 2019, RG dropped off a check for \$3,000 for attorney's fees and closing costs to Respondent's office. Respondent's assistant accepted the check and told RG to call Respondent right away and gave RG Respondent's cell phone number.
15. RG called Respondent right away. On that call, RG understood from Respondent's communication with him that "someone" had filed a writ of attachment for \$11,000 against the property. Respondent did not provide extensive details on this call to RG, and RG decided to take up the issue with seller RH.
16. RG then promptly telephoned RH directly, introduced himself, told him he wanted to close the sale that week and figure out with him how they were going to get that done. RG told RH that he had just learned there was an attachment just filed against the property but he did not know who filed it. On the call, RG learned for the first time that Respondent used to represent RH and that Respondent believed RH owed him money. RG and RH correctly inferred that Respondent was attempting to collect the debt from the sale of the property by way of the writ of attachment. SP learned this information for the first time when

RG relayed it to her, following his phone call with RH.

17. RG then called Respondent back, explained what he learned from RH, and asked Respondent to remove the attachment. Respondent stated he would not do that.
18. The next day, on February 7, 2019, the attorneys, broker, buyers and sellers exchanged emails indicating the sale might not close in part due to seller's wish not to remit the attachment amount to Respondent at closing.
19. On February 8, 2019, Respondent and RH reached a separate settlement agreement on the amount RH owed, Respondent dismissed the collection action and writ of attachment, and the sale closed on the property.

Dated: June 28, 2019



---

Sarah Katz  
Disciplinary Counsel  
32 Cherry Street, Suite 213  
Burlington, VT 05401  
(802) 859-3001  
[sarah.katz@vermont.gov](mailto:sarah.katz@vermont.gov)