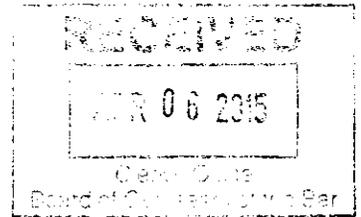


STATE OF MAINE



BOARD OF OVERSEERS OF THE BAR

GCF No. 14-192

Board of Overseers of the Bar )  
Petitioner )  
v. )  
Stephen E.F. Langsdorf, Esq. )  
of Augusta, Maine )  
Me. Bar No. 3500 )  
Respondent )

**STIPULATED REPORT of  
FINDINGS AND ORDER of  
Panel D of the GRIEVANCE  
COMMISSION  
M. Bar R. 7.1(e)(2)(4); 7.1(e)(3)(B)**

On April 6, 2015, with due notice, Panel D of the Grievance Commission conducted a public disciplinary hearing pursuant to Maine Bar Rule 7.1(e)(2)(E) and Board of Overseers of the Bar Regulation No. 51, concerning alleged misconduct by the Respondent Stephen E.F. Langsdorf, Esq. The disciplinary proceeding had been commenced by the filing of a Stipulated Disciplinary Petition by the Board of Overseers of the Bar on February 11, 2015.

At the hearing, Attorney Langsdorf was present and represented by Attorney Phillip E. Johnson, and the Board was represented by Assistant Bar Counsel Alan P. Kelley. Prior to the disciplinary proceeding, the parties submitted a proposed Stipulated Report for the Grievance Commission Panel's review and consideration. The complainant, Ethyl Potvin, was present at the hearing and had earlier been provided by Assistant Bar Counsel Kelley with a copy of the proposed report.

Having reviewed the proposed report as presented by counsel, the Panel makes the following disposition:

## **FINDINGS**

Respondent Stephen E.F. Langsdorf, Esq. of Augusta, Maine has been at all times relevant hereto an attorney duly admitted to and engaged in the practice of law in the State of Maine and subject to the Maine Bar Rules and the Maine Rules of Professional Conduct. He was admitted to practice in Maine in 1987, and has been associated with the law firm of Preti Flaherty since that time..

Attorney Langsdorf represented Kris and Jonathan Pound in a business dispute with the complainant, Ethyl A. Potvin. The Pounds and Ms. Potvin were co-owners of an insurance agency in Lewiston, Maine. The business dispute revolved around management issues and the authority of the individual owners to make business decisions on behalf of the agency. Ms. Potvin was represented by her own attorney in connection with that dispute.

During the course of his representation of the Pounds, but prior to litigation that ensued, Attorney Langsdorf attended a meeting of the shareholders and officers of another organization known as the Weber Insurance Group (WIG). WIG was an organization set up to pool the interests of independently owned insurance agencies such as the agency co-owned by the Pounds and Ms. Potvin. Kris Pound, Jonathan Pound and Ethyl Potvin were all shareholders in WIG. At the time, the Pounds were having a shareholder dispute with WIG, and they asked Attorney Langsdorf to attend the WIG meeting to speak on their behalf. Ethyl Potvin was also in attendance at the meeting in her capacity as treasurer and shareholder of WIG.

During the course of the WIG meeting, Attorney Langsdorf addressed the Chair of the WIG Board and answered questions posed by the Chair and other shareholders and officers in attendance. The meeting involved discussion of the dispute between the Pounds

and Ms. Potvin, and in talking about the dispute, Attorney Langsdorf addressed some comments to Ms. Potvin who had not brought her own attorney to the meeting. Attorney Langsdorf was aware that Ms. Potvin was represented by counsel at the time with respect to her dispute with the Pounds over their jointly owned insurance agency.

After the WIG meeting, the Pounds commenced litigation against Ms. Potvin. The lawsuit was contentious because it involved co-owners of a business who had significant differences between them, but a settlement agreement was eventually reached during the course of trial. Pursuant to the terms of the settlement, the parties agreed to enlist the services of an independent neutral to resolve future disputes that might arise between them concerning the management of the insurance agency.

The neutral prepared a retention agreement that he circulated to counsel as a PDF attachment to an e-mail. In the interests of his clients, Attorney Langsdorf concluded that some changes should be made to the retention agreement before it was signed by the parties. He proposed those changes through an e-mail to opposing counsel with an attached copy of the neutral's retention letter on which Attorney Langsdorf's proposed changes were made in redline to clearly identify them. Attorney Langsdorf's legal assistant had made the redline changes. In order to make them, the legal assistant converted the PDF document to a Word document so that it could be edited. In the conversion process, the image of the neutral's signature was carried over into the Word document.

The parties remained in disagreement over the terms of the retention agreement. Ms. Potvin went ahead and signed the agreement as originally proposed by the neutral. Attorney Langsdorf's clients preferred the revised agreement that contained Attorney Langsdorf's changes. Accordingly, Attorney Langsdorf had his clients sign the revised agreement and he forwarded it to opposing counsel with a cover letter identifying it as a

revised retention agreement and stating that changes had been made to make the agreement consistent with the settlement agreement reached by the parties. Unrecognized by Attorney Langsdorf at the time, the copy of the revised agreement signed by the Pounds still contained the image of the neutral's signature that had been carried over in the earlier PDF to Word conversion process. The neutral had not yet approved the changes, but within 20 minutes of sending the revised agreement to opposing counsel, Attorney Langsdorf sent an e-mail to the neutral asking if the changes were acceptable to him. The neutral responded that he did not object to any of the changes so long as all parties agreed with them.

Attorney Langsdorf states that he never intended to mislead anyone and there is no evidence that he had such an intention. Nevertheless, inadvertently forwarding the retention agreement with the image of the neutral's signature without an express clarification that the neutral had not signed off on the revised document could have caused other involved parties, including Ms. Potvin, to believe that the neutral had already approved the revised agreement.

On April 8, 2014, Ms. Potvin filed a grievance complaint against Attorney Langsdorf alleging that he had engaged in misconduct during the course of his representation of the Pounds. She complained that he had initiated improper direct communications with her outside the presence of her legal counsel during the WIG meeting, and that he also acted inappropriately in revising the neutral's retention agreement using a version that contained an image of the neutral's signature.

## **CONCLUSION**

The Maine Rules of Professional Conduct require attorneys to uphold certain responsibilities to opposing parties and third parties. Specifically, Rule 4.2(a) states that, in representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order. The Panel understands that the WIG meeting attended by Attorney Langsdorf presented unique circumstances. The purpose of the meeting was to discuss the Pounds' relationship to WIG, and Ms. Potvin attended the meeting because she was a shareholder and officer of WIG. Nevertheless, during the course of the meeting, the conversation extended into issues that were the subject of the dispute between the Pounds and Ms. Potvin, concerning which Ms. Potvin was represented by counsel, and Mr. Langsdorf directed some comments to Ms. Potvin that were relevant to the dispute. Mr. Langsdorf now recognizes and admits that he should have been more cautious in his communications and that he should have steered a path clear of any communications with Ms. Potvin relevant to the dispute between her and his clients. Attorney Langsdorf agrees his conduct was in violation of M. R. Prof. Conduct 4.2(a) (Communication with Person Represented by Counsel) and expressed remorse to Ms. Potvin at the hearing for not having drawn a strict boundary governing those communications with her.

With respect to the neutral retention agreement, the Panel accepts Attorney Langsdorf's representation that he had no intention to mislead anyone with regard to the neutral's signature or the neutral's approval of changes to the retention agreement. Nevertheless, the document was e-mailed from his office with an image of the neutral's signature without an explicit statement that the neutral had not yet approved the

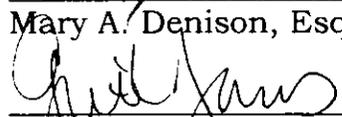
revised document. This action, despite the inadvertence involved, violated M. R. Prof. Conduct, 8.4(d) (Conduct Prejudicial to the Administration of Justice). Attorney Langsdorf recognizes that he should have taken greater care to ensure that the signature of the neutral was not misrepresentative in any way.

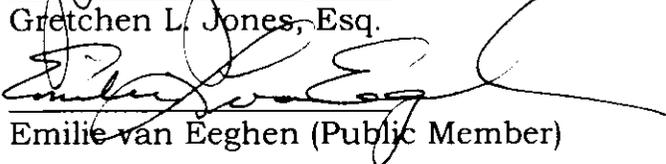
The Panel finds that the misconduct of Attorney Langsdorf was minor and that there was no harm to any client, the public, the legal system or the profession. The Panel further finds that Attorney Langsdorf has accepted full responsibility for his actions and that there is little likelihood of repetition. Under all the circumstances, a dismissal with a warning is appropriate.

Therefore, the Panel accepts the agreement of the parties, including Attorney Langsdorf's separately executed waiver of any objection to this Report and waiver of appeal, and concludes that the appropriate disposition of this case is a Dismissal with a Warning.<sup>1</sup>

Date: April 6, 2015

  
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Mary A. Denison, Esq. Chair

  
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Gretchen L. Jones, Esq.

  
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Emilie van Eeghen (Public Member)

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<sup>1</sup> A dismissal with a warning is not discipline. See M. Bar R. 7.1(e)(3)(B).