

STATE OF MAINE

Board of Overseers of the Bar

GCF No. 15-152

BOARD OF OVERSEERS OF THE BAR)
 Petitioner)
 v.)
 KATHLEEN M. GROVER, Esq.)
 Bar Harbor, Maine)
 Me. Bar #000906)
 Respondent)

**STIPULATED REPORT OF
 FINDINGS AND ORDER OF
 PANEL A OF THE GRIEVANCE
 COMMISSION
 M. Bar R. 13(e)(7)(D)**

On June 29, 2016, with due notice, Panel A of the Grievance Commission conducted a public disciplinary hearing pursuant to Maine Bar Rule 13(e)(7)(D) concerning misconduct by the Respondent, Kathleen M. Grover. The disciplinary proceeding had been commenced by the filing of a stipulated Disciplinary Petition by the Board of Overseers of the Bar (the Board) on April 27, 2016.

At the stipulated hearing, the Board was represented by Assistant Bar Counsel Alan Kelley and Attorney Grover appeared with her counsel, Marvin H. Glazier, Esq. Prior to the hearing, the parties had submitted a stipulated proposed sanction Report for the Grievance Commission Panel's review and consideration. Also prior to that time, Complainant LoriAnn Bretz was notified of the hearing date and provided with a copy of the proposed sanction report. Ms. Bretz did not attend the June 29, 2016 stipulated hearing.

Having reviewed the agreed proposed findings as presented by the parties, the Panel makes the following disposition:

FINDINGS

Respondent Kathleen M. Grover of Bar Harbor, Maine, was admitted to the Maine bar in 1978 and with the exception of a period of administrative suspension between November 13, 2013 and June 2, 2014, was an attorney duly admitted to and engaging in the practice of law in the State of Maine. As such, Attorney Grover was subject to the Maine Bar Rules and the Maine Rules of Professional Conduct (MRPC). Based upon the stipulations by the parties, the Panel makes the following findings:

1. On August 3, 2005 Ms. Bretz signed a contingency fee agreement with the late John Holder, Esq. which provided for payment to Attorney Holder of 33.3% of all past, present and future disability payments recovered by Ms. Bretz from Unum Provident Insurance as a result of his representation of her.
2. Attorney Holder negotiated a settlement agreement with Unum Provident Insurance, resulting in the awarding of disability payments to Ms. Bretz.
3. Pursuant to the Contingency Fee Agreement, all payments from Unum Provident Insurance were mailed to the Holder & Grover law firm and deposited in its Clients' Trust Account. Subsequently, 66.7% of the amount received was disbursed directly to Ms. Bretz. The remaining 33.3% of the payments were paid to Holder & Grover as its fee.
4. Since the time of Attorney Holder's death in May of 2012, Holder & Grover has continued to receive payments as outlined above. The

payments were disbursed as outlined above with 66.7% paid directly to Ms. Bretz and 33.3% being paid to Holder & Grover as its fee.

5. Although the original agreement is silent as to Holder & Grover continuing to represent Ms. Bretz with regard to all matters pertaining to the disability payments, Holder & Grover continued to disburse funds from the insurance company to Ms. Bretz; assisted in obtaining information and tax forms from the insurance company on Ms. Bretz's behalf; and represented Ms. Bretz during any subsequent disability "reviews" conducted by the insurance company.
6. All additional representation, as set forth above, was provided to Ms. Bretz voluntarily and was not mandated under the original agreement. Further, such representation was without cost or fees to Ms. Bretz.
7. After Attorney Holder's death in May of 2012, the insurance company conducted one disability review of Ms. Bretz in 2013. Attorney Holder's daughter, Attorney Mariah Holder, was employed by the law firm between May of 2012 and November of 2013 to handle the disability review and all other representation needed for Ms. Bretz.
8. Between November of 2013 and May of 2014, Attorney Mariah Holder continued to handle representation of the firm's clients on a *per diem* basis. During the time of her employment by the law firm, Attorney Mariah Holder was responsible for all client representation, including Ms. Bretz's case.

9. Between Attorney Mariah Holder's departure from the firm in May of 2014 and January 27, 2015, Attorney Grover did not communicate, or attempt to communicate, with Ms. Bretz regarding the status of her disability case.
10. Though Ms. Bretz maintains that the law firm had always provided her tax information and tax forms from the insurance company, Attorney Grover did not contact the insurance company on Ms. Bretz's behalf, or provide Ms. Bretz with tax information and forms for the tax years 2014 and 2015.

CONCLUSION AND SANCTION

The Maine Rules of Professional Conduct specifically require attorneys to uphold their duties to clients and the courts. Although the above-outlined conduct amounts to a violation of those Rules, the Panel notes that the purpose of bar disciplinary proceedings is not punishment, but rather the protection of the public. According to the ABA "Annotated Standards for Imposing Lawyer Sanctions," various factors should be assessed prior to imposing sanctions upon an attorney. Those factors include whether certain duties were violated, the lawyer's mental state, the actual or potential injury caused by the lawyer's misconduct, and the existence of any aggravating or mitigating circumstances.

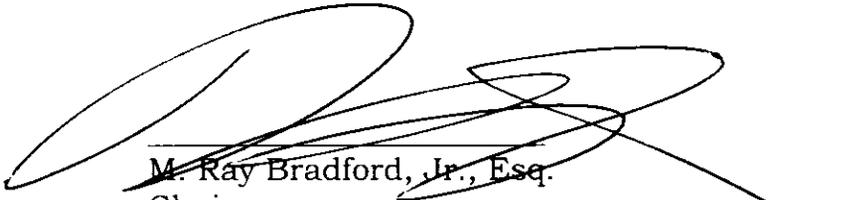
The first consideration under the ABA Standards is to evaluate the duty that was breached by the attorney. Attorney Grover failed to communicate

adequately with her client, Ms. Bretz, and to keep her informed of the status of her legal matters between June 3, 2014 and January of 2015. Attorney Grover's failure to contact and confer with Ms. Bretz, or to provide her with her necessary tax forms, was a violation of her duty to reasonably consult with Ms. Bretz, and keep her informed under MRPC Rule 1.4(a). In mitigation, the Panel notes that the Board's regulation history reflects that Attorney Grover has no prior disciplinary record. At the stipulated hearing, Attorney Grover explained that her lack of communication with Ms. Bretz was an unintentional violation of the MRPC, she also then expressed her regret for having neglected to maintain communication with her client.

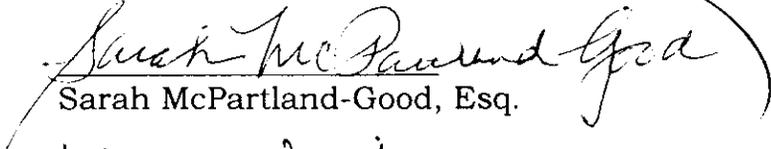
In sum, the evidence of misconduct supports the Panel's findings, and Attorney Grover agrees she did in fact violate the Maine Rules of Professional Conduct. However, the Panel agrees that the misconduct is minor; that there is little or no injury to a client, the public, the legal system, or the profession; and that there is little likelihood of repetition by Attorney Grover. Accordingly, the Panel concludes that a public admonition is a proper sanction to impose upon Attorney Grover.

Therefore, the Panel accepts the agreement of the parties and concludes that the appropriate disposition of this case is the issuance of an admonition, which is now hereby issued and imposed upon Kathleen M. Grover, Esq. pursuant to M. Bar R. 13(e)(10)(B) and 21(b)(1).

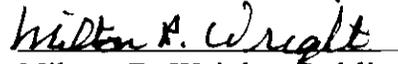
Date: June 29, 2016



M. Ray Bradford, Jr., Esq.
Chair



Sarah McPartland-Good, Esq.



Milton R. Wright
Public Member