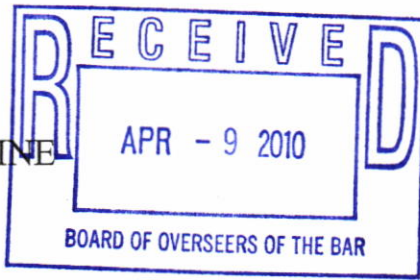


STATE OF MAINE



SUPREME JUDICIAL COURT
DOCKET NO. BAR-09-11

FILED

APR 08 2010

BOARD OF OVERSEERS OF THE BAR]

v.]

MIKLOS M. PONGRATZ]

**MAINE SUPREME
JUDICIAL COURT**

FINDINGS OF FACT and
CONCLUSIONS OF LAW

The evidentiary hearing on the information filed by the Board of Overseers of the Bar was held on February 26, 2010. The Board was represented by Jacqueline L.L. Gomes, Esq., and the respondent, Miklos M. Pongratz, Esq., was represented by Peter J. DeTroy, Esq. The Court has carefully considered the testimony of the witnesses and the exhibits received in evidence and makes the following findings of fact and conclusions of law.

Attorney Pongratz was admitted to the Maine Bar in 2004 and has since maintained a solo law practice in Raymond. In August 2007, Pongratz was retained by Darcie Bolduc to represent her in connection with a family matter filed in the Bridgton District Court by the father of Ms. Bolduc's young son. The father was largely uninvolved with the son, but his complaint sought to establish expanded rights of parent/child contact.

During the course of the representation, Pongratz and Bolduc participated in two court-sponsored mediation sessions at the Bridgton courthouse. The second was held on November 5, 2007, a Monday, and began at 9 a.m. Following the mediation session, Pongratz invited Bolduc to join him for breakfast, and the two then met at a diner in Bridgton. At the conclusion of breakfast, Pongratz invited Bolduc to join him for a beer that afternoon. She agreed. They returned to Raymond in their separate vehicles and subsequently left together in Pongratz's truck to travel to a bar in Gray. They were together at the bar for approximately 1.5 to 2 hours, and then returned to Raymond in Pongratz's truck.

In their testimony, Pongratz and Bolduc offer widely different accounts of what occurred during their time together after the mediation session. The Court resolves those conflicts in the factual findings that follow.

During their breakfast together at the diner in Bridgton, Pongratz and Bolduc discussed her case and matters unrelated to her case. Pongratz told Bolduc that he was attracted to her. At one point, he put his hand on her thigh. These actions made Bolduc feel uncomfortable, but she thought that Pongratz was kidding and she made light of his behavior.

Once at the bar in Gray, Pongratz and Bolduc each consumed two beers and discussed her case and matters unrelated to her case. While there, Pongratz took a photograph of Bolduc's buttocks with his cell phone when Bolduc was turned around and not facing him. He showed her the photograph and told her that she "had a nice ass." Bolduc objected to the photograph having been taken and insisted that Pongratz delete it, which he did.

During the ride from Gray to Raymond, Pongratz again expressed to Bolduc that he was attracted to her, and he proposed that they go to his home to have sex. Pongratz told Bolduc that if she wanted to have sex with him, "that would be fine." She responded, "You're my lawyer, you're not supposed to talk like this." Having refused Pongratz's invitation, Bolduc left for home in her own car as soon as they arrived in Raymond. The day's events left Bolduc confused and shaken.

Following November 5, Bolduc discussed events related to her case by telephone with Pongratz's legal assistant and, on at least one occasion, by telephone with Pongratz.¹ On December 4, 2007, Bolduc called Pongratz's legal assistant to inform her that she had retained Thomas Bell as her new attorney. Attorney Bell called Pongratz's legal assistant later that day and expressed his desire to pick up Bolduc's client file at Pongratz's office. Later that day, Pongratz, or his legal assistant, called Bolduc and told her that she would be required to appear in person to pick up her file and to sign a payment agreement for her outstanding fees.

On December 6, Bolduc and her mother appeared at Pongratz's office to pick up her file. Upon meeting with Bolduc and her mother, and before providing Bolduc her client file, Pongratz had his legal assistant prepare a document captioned "Termination of Services and Acknowledgement of Fees Owed," which memorialized that Bolduc owed Pongratz \$2204.25, and that she agreed to pay the balance at the rate of \$50 per month with interest accruing at the rate of twelve percent per annum. Based on what Pongratz stated, Bolduc understood that she

¹ Consistent with Bolduc's testimony and contrary to Pongratz's evidence, the Court finds that Bolduc and Pongratz did not meet in person at his office on November 19, 2007.