

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL	:	No. 102 DB 2024
Petitioner	:	
v.	:	Attorney Registration No. 201594
ILLON ROSS FISH	:	
Respondent	:	(Philadelphia)

ORDER

AND NOW, this 21st day of February, 2025, in accordance with Rule 215(g), Pa.R.D.E., the three-member Panel of the Disciplinary Board having reviewed and approved the Joint Petition in Support of Discipline on Consent filed in the above captioned matter; and it is

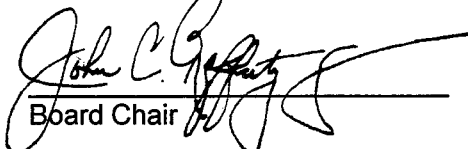
ORDERED that the said Illon Ross Fish of Philadelphia be subjected to a PUBLIC REPRIMAND by the Disciplinary Board of the Supreme Court of Pennsylvania as provided in Rule 204(a) and Rule 205(c)(9) of the Pennsylvania Rules of Disciplinary Enforcement.

IT IS FURTHER ORDERED that Respondent shall be placed on PROBATION for a period of one year subject to the following conditions:

Conditions of Probation:

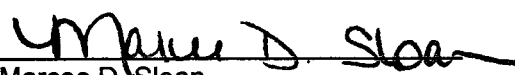
1. Respondent shall not violate any Rules of Professional Conduct or Rules of Disciplinary Enforcement; and
2. Upon completion of probation, submit a sworn certification to the Disciplinary Board that he has complied with all conditions of probation.

BY THE BOARD:


Board Chair

TRUE COPY FROM RECORD

Attest:


Marcee D. Sloan
Board Prothonotary
The Disciplinary Board of the
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 102 DB 2024

Petitioner :

v. :

: Atty. Registration No. 201594

ILLON ROSS FISH, :

Respondent : (Philadelphia)

JOINT PETITION IN SUPPORT OF DISCIPLINE
ON CONSENT UNDER Pa.R.D.E. 215(d)

Petitioner, Office of Disciplinary Counsel (“ODC”), by Thomas J. Farrell, Chief Disciplinary Counsel, and Harriet R. Brumberg, Disciplinary Counsel, and Respondent, Illon Ross Fish, Esquire, and Respondent’s counsel, Samuel C. Stretton, Esquire, file this Joint Petition In Support of Discipline on Consent under Pennsylvania Rule of Disciplinary Enforcement (“Pa.R.D.E.”) 215(d), and respectfully represent that:

I. PARTIES TO DISCIPLINE ON CONSENT

1. Petitioner, whose principal office is located at PA Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, PA 17106-2485, is invested pursuant to Pa.R.D.E. 207, with the power and duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings.

2. Respondent, Illon Ross Fish, was born in August 1981, and was admitted to practice law in the Commonwealth on October 11, 2005.

3. Respondent lists his attorney registration address as 1515 Market Street, Suite 1200, Philadelphia, PA 19102.

FILED
01/28/2025
The Disciplinary Board of the
Supreme Court of Pennsylvania

4. Pursuant to Pa.R.D.E. 201(a)(1), Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

II. FACTUAL ADMISSIONS AND VIOLATIONS OF RULES OF PROFESSIONAL CONDUCT

5. Respondent specifically admits to the truth of the factual allegations and conclusions of law contained in paragraphs 6 through 121 herein.

CHARGE I: TATIANNA COOPER-PIERCE (C1-20-406)

6. Ms. Tatianna Cooper-Pierce resided with her special needs children at Mansion at Bala (the Mansion), 4700 City Avenue, Apartment 9302B, Philadelphia, PA 19131.

7. On April 27, 2017, officers from the Philadelphia Police Department entered Ms. Cooper-Pierce's apartment without a warrant purportedly in search of an individual suspected of burglary.

a. The officers pushed Ms. Cooper-Pierce onto her couch, conducted a warrantless search of her apartment, and then left the apartment.

8. Ms. Cooper-Pierce then went to the leasing office of her apartment complex with her children and saw a police sergeant speaking with the building manager.

9. The police sergeant purportedly:

a. instructed the officers to arrest Ms. Cooper-Pierce; and

b. conducted a vaginal and anal search of Ms. Cooper-Pierce while Ms. Cooper-Pierce was waiting for her mother to arrive to watch her children.

10. The police charged Ms. Cooper-Pierce with assaulting a police officer, hindering apprehension, and simple assault.

- a. Ms. Cooper-Pierce was subsequently prosecuted and acquitted of all charges.

11. On April 27, 2017, Ms. Cooper-Pierce retained Respondent to represent her in filing a claim against the Philadelphia Police Department, the Mansion, and employees of the Mansion.

12. On April 24, 2019, Respondent filed a civil complaint on behalf of Ms. Cooper-Pierce in the Court of Common Pleas of Philadelphia County.

Cooper-Pierce v. Westerfer et al., CP No. 190403597; the complaint:

- a. alleged assault and battery, malicious prosecution, false imprisonment, intentional infliction of emotional distress, and invasion of privacy; and
- b. requested compensatory damages, punitive damages, and compensable litigation costs.

13. On September 30, 2019, Defendants Mansion at Bala, GP, Inc., Mansion at Bala, L.P., Mansion at Bala, and Winther II, Inc., (collectively Mansion et al.) filed a Motion to Compel Answers and Production of Documents; on October 22, 2019, the Honorable Daniel Anders granted Mansion et al.'s motion and ordered Respondent to provide discovery within 20 days of the Court's Order.

- a. Respondent failed to comply with the Court's Order and provide the requested discovery.

14. On November 15, 2019, Mansion et al. filed a Motion for Sanctions as a result of Respondent's failure to provide discovery; the Court scheduled a discovery hearing for November 25, 2019.

15. On November 25, 2019, the Honorable Arnold New granted the Motion for Sanctions and ordered:

- a. Respondent to provide full and complete discovery within 10 days; and
- b. Plaintiff to pay the Moving Defendants' costs, \$300, for preparing, moving, and filing the sanctions motion.

16. On January 21, 2020, Mansion et al. filed another Motion for Sanctions as a result of Respondent's failure to provide discovery.

17. On February 3, 2020, Judge Anders granted the Motion for Sanctions and ordered:

- a. Respondent to provide, within 10 days a formal response to Moving Defendants' Request for Production of Documents and respond to Interrogatory No. 25;
- b. Plaintiff to pay the Moving Defendants' cost, \$250, for preparing, moving, and filing the sanctions motion; and
- c. precluded Respondent from presenting any evidence or testimony at the time of trial against Moving Defendants.

18. On July 2, 2020, Mansion et al. filed a third Motion for Sanctions for Respondent's failure to provide discovery.

- a. Respondent subsequently provided the requested discovery and Mansion attempted to withdraw its Motion.

19. By Order dated July 28, 2020, Judge Anders granted Mansion et al.'s third Motion for Sanctions and entered a Judgment of Non Pros against Plaintiff and in favor of Defendant Mansion et al.

20. - On July 30, 2020, Respondent filed a Motion for Reconsideration of the Court's July 28, 2020 Order entering a judgment of non pros as the parties

had resolved their discovery dispute and Mansion et al. had agreed that the Court's Order should be vacated.

21. On August 3, 2020, Judge Anders granted Respondent's Motion for Reconsideration and vacated his non pros order.

22. On August 3, 2020, Mansion et al. filed a Motion for Summary Judgment; on September 3, 2020, Respondent filed an Answer in Opposition to the Motion for Summary Judgment.

23. By Order dated September 23, 2020, Judge Anders granted Mansion et al.'s Motion for Summary Judgment in favor of moving defendants' and against plaintiff on all claims against Mansion et al.

a. Respondent subsequently negotiated a monetary settlement on behalf of Ms. Cooper-Pierce and the parties.

24. Respondent's conduct in handling *Cooper-Pierce v. Westerfer et al.* needlessly expended the limited time and resources of the court system.

25. By his conduct as set forth in paragraphs 6 through 24 above, Respondent has violated the following Rules of Professional Conduct:

- a. RPC 1.1, which states a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation; and
- b. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client.

CHARGE II: MANUEL PAGAN (C1-22-123)

26. Manuel Pagan, Jr. was convicted of Aggravated Indecent Assault Without Consent and related charges and was sentenced to a term of imprisonment.

- a. Mr. Pagan had previously filed a direct appeal and a Post Conviction Relief Act petition (PCRA).

27. In October 2020, Mr. Pagan contacted Respondent about filing another PCRA in this matter.

- a. Mr. Pagan's cousin, Hector Rodriguez, had spoken to Respondent about Mr. Pagan's interest in filing another PCRA petition.

28. During Respondent's telephone conversation with Mr. Pagan in October 2020:

- a. Mr. Pagan stated that he was interested in filing another PCRA petition;
- b. Respondent informed Mr. Pagan that prior to filing the petition, Respondent needed to do a "File Review" of Mr. Pagan's case;
- c. Respondent explained that Respondent's File Review would involve Respondent's thorough review of all Mr. Pagan's records, including discovery, trial transcripts, and appeals, to determine whether there were any meritorious issues;
- d. Respondent advised that Respondent could "not guarantee" that he would find any issues of merit, but Respondent would "explain to [Mr. Pagan] the results of" Respondent's research conducted in the File Review;
- e. Respondent stated that his fee would be \$1,500 for the File Review, and after Respondent shared the results of the review with Mr. Pagan, then Mr. Pagan could decide to hire Respondent to prepare a PCRA for an additional fee;

- f. Mr. Pagan agreed to retain Respondent for a fee of \$1,500 and advised Respondent that he would have his legal papers delivered to Respondent's office in Philadelphia;
- g. Mr. Pagan informed Respondent that his deadline to prepare and submit the PCRA was March 23, 2021; and
- h. Respondent confirmed that he was "capable of meeting that deadline."

29. In November 2020, Respondent sent his fee agreement for a File Review of Mr. Pagan's criminal case to Mr. Rodriguez via email; Mr. Rodriguez signed the fee agreement on behalf of Mr. Pagan and returned the signed fee agreement to Respondent via email.

30. Subsequently in November 2020, Mr. Jayson Burton, Mr. Pagan's friend, delivered Mr. Pagan's criminal records to Respondent.

31. On November 19, 2020, at approximately 6:00 p.m., Mr. Pagan called Respondent, during which time:

- a. Mr. Pagan stated he was ready to pay Respondent's legal fee for a File Review;
- b. Respondent informed Mr. Pagan that Respondent had received his criminal records; and
- c. Respondent provided Respondent's electronic payment information for Cash App, "\$Lonnyfish," to Mr. Pagan.

32. Shortly thereafter on November 19, 2020, Respondent received \$1,500 from Mr. Pagan via Mr. Burton's Cash App account.

33. A few minutes after Mr. Burton deposited Mr. Pagan's funds into Respondent's Cash App account, Mr. Pagan called Mr. Rodriguez, informed him that he was going to undergo shoulder surgery and would be unavailable for the

next two weeks, and requested that Mr. Rodriguez provide Respondent with this information regarding Mr. Pagan's availability.

34. Mr. Rodriguez complied with Mr. Pagan's request and informed Respondent of Mr. Pagan's unavailability for the following two weeks, at which time Respondent replied that he, "would need about two weeks to perform the File Review."

35. On November 24 and December 8, 2020, Mr. Pagan wrote to Respondent about his legal matter.

- a. Mr. Pagan's letters were returned as "undeliverable" because Mr. Pagan erroneously mailed them to "515 Market Street," instead of Respondent's correct mailing address of "1515 Market Street."

36. From time to time thereafter, including on December 23, 2020, January 1, 14, 17, and 19, 2021, Mr. Pagan would call Respondent's law office regarding Respondent's File Review.

- a. Respondent failed to return Mr. Pagan's telephone calls inquiring as to the status of Respondent's File Review; and
- b. Respondent failed to respond to Mr. Pagan's reasonable requests for information regarding Respondent's File Review.

37. Respondent did not respond to Mr. Pagan's family members or friends who contacted Respondent regarding Respondent's File Review of Mr. Pagan's case.

38. By letter dated February 16, 2021, mailed on February 25, 2021, Mr. Pagan wrote to Respondent at Respondent's correct office address; Mr. Pagan wrote he:

- a. has "yet to receive a single phone call, letter or any other... communication from [Respondent] after months of me and my family and friends trying to contact [Respondent]";
- b. "had already made [Respondent] aware that [his] deadline to create and file a PCRA appeal was March 23, 2021";
- c. has received neither a "written or oral" review of his criminal file;
- d. is giving Respondent "official notice" that he wants a refund of his \$1,500 and return of his criminal records; and
- e. will report Respondent's conduct "to all appropriate parties" if he does not receive his money back.

39. Respondent received Mr. Pagan's letter.

40. Respondent failed to act with the diligence necessary for the representation and provide a timely File Review to Mr. Pagan.

41. On March 5 and July 29, 2021, Mr. Pagan called Respondent's office to speak with Respondent about Respondent's File Review and to request a refund of Respondent's unearned fee.

42. Respondent failed to speak with Mr. Pagan and refund Respondent's unearned fee upon the termination of the representation.

43. By email to Mr. Rodriguez on July 29, 2021, Respondent wrote that he:

- a. "reviewed Manuals girl [sic] months ago";
- b. "haven't heard from anyone in a very long time";
- c. "had a plan for him that we needed to discuss, but I haven't heard from you"; and
- d. "will be available to chat" on Tuesday, August 3.

44. By reply email to Respondent on July 31, 2021, Mr. Rodriguez wrote:

- a. “[w]e have called your office multiple times throughout the months since November,” had “left multiple messages,” and “have never received any recognition or answer”;
- b. “why did you not just call the prison as lawyers do easily get ahold of their clients”;
- c. Respondent “told Manual [Respondent] needed 3 weeks to review the case and files” and his “PCRA deadline has long since passed in February 2021”;
- d. Respondent never told anyone “of any results stemming from” Respondent’s File Review, “never sent Manual any information at all,” and never “called Manual to give him any answer of any review if a review was ever made”; and
- e. “demand[ed] a full refund” of Respondent’s legal fee or Mr. Rodriguez would pursue filing complaints against Respondent with various courts and government entities.

45. Respondent received Mr. Rodriguez’s email.

46. Respondent failed to promptly refund his unearned fee or take any further action in Mr. Pagan’s matter.

47. On September 14, 2022, the Pennsylvania Lawyers Fund for Client Security (Fund) approved Mr. Pagan’s claim for \$1,500, and on November 1, 2022, made payment of the award to Mr. Pagan.

48. Respondent has reimbursed the Fund for its payment to Mr. Pagan.

49. By his conduct as set forth in paragraphs 26 through 48 above, Respondent has violated the following Rules of Professional Conduct:

- a. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

- b. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;
- c. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;
- d. RPC 1.15(e), which states except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment; and
- e. RPC 1.16(d) which states, in pertinent part, upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as ... refunding any advance payment of fee or expense that has not been earned or incurred....

CHARGE III: COURTNEY WILLIAMS (C1-23-81)

50. On August 12, 2021, Kaewon Kashif Layton, a minor, was arrested and charged with murder and firearms offenses in Dauphin County. CP-22-CR-0003977-2021.

51. On October 18, 2021, Mr. Layton was arraigned and a pretrial court date set for November 29, 2021.

52. On November 18, 2021, Ms. Courtney Williams, mother of Mr. Layton, signed a fee agreement to retain Respondent to represent her son for a fee of \$15,000.

- a. The fee agreement provided that a downpayment of \$5,000 was required upon hire.

53. By text message to Respondent at 9:23 a.m. on November 19, 2021, Ms. Williams wrote that upon receiving funds from her father, she would send Respondent partial payment of Respondent's legal fee via a cash app.

a. Respondent received partial payment of Respondent's legal fee to handle Mr. Layton's criminal case.

54. After Respondent was retained to handle Mr. Layton's case, Respondent failed to consult with Mr. Layton about the means by which his objectives could be accomplished.

55. On March 3, 2022, Respondent informed Ms. Williams that Respondent had found the assistant district attorney handling Mr. Layton's case.

56. During April, May, and June 2022, Respondent exchanged text messages with Ms. Williams about financing Respondent's legal fee.

57. Respondent failed to call Ms. Williams on May 21, 2022, as Respondent had agreed to do.

58. As of June 13, 2022, Respondent had received payment of \$6,000 from Ms. Williams as follows: \$1,500; \$1,500; and \$3,000.

59. On January 11, February 15, March 23, April 28, June 8, and July 28, 2022, the Court continued Mr. Layton's criminal trial as his case was not ready to proceed.

60. On or about August 1, 2022, Respondent received \$1,000 from Ms. Williams for a total payment of \$7,000.

61. On August 9, 2022, the Honorable Edward M. Marsico, Jr., continued Mr. Layton's case to August 29, 2022.

62. On August 17, 2022, Respondent filed a Praecipe to enter his appearance on behalf of Mr. Layton.

63. On August 23, 2022, Respondent filed a Motion for Continuance of the scheduled August 29, 2022 court date because Respondent was "scheduled to appear in Philadelphia County and Delaware County for other unrelated matters" and was waiting to receive discovery from the District Attorney's Office.

64. On August 25, 2022, Judge Marsico granted Respondent's motion and continued Mr. Layton's case to September 19, 2022.

65. By text message exchange with Ms. Williams on August 26, 2022, Respondent explained that Mr. Layton's case was scheduled for Plea Court but "its not going to be a plea" because the District Attorney's Office had not sent Respondent "anything yet."

66. By text message on August 30, 2022, Ms. Williams informed Respondent that Mr. Layton wanted "to know when are u going to call and talk to him or go see him."

67. Respondent failed to speak or meet with Mr. Layton as Mr. Layton had requested.

68. Respondent failed to keep Mr. Layton informed about the status of his criminal matter and respond to Mr. Layton's reasonable requests for information.

69. On or about September 1, 2022, Respondent received \$1,000 from Ms. Williams for a total fee of \$8,000.

70. By email exchange between Respondent and Ms. Williams on September 6, 2022:

- a. at 8:21 a.m., Ms. Williams wrote that Mr. Layton had a decertification hearing on his pending criminal charges scheduled for that day;
- b. at 8:23 a.m., Respondent wrote that he had not received notice from the Court about a decertification hearing and it was not on the court docket;
- c. at 8:27 a.m., Respondent wrote that he was going to meet with Mr. Layton once Respondent had received discovery and could review it with him;
- d. at 8:30 a.m., Ms. Williams advised Respondent that both she and Mr. Layton had received discovery; and
- e. at 8:34 a.m., Respondent requested that Ms. Williams send Respondent a copy of the discovery via email.

71. On September 19, 2022, the Court continued Mr. Layton's case until October 17, 2022, because Mr. Layton was not ready to proceed.

72. On or about October 1, 2022, Respondent received \$1,000 from Ms. Williams for a total fee of \$9,000.

73. On October 14, 2022, Respondent filed a second Motion for Continuance and advised Ms. Williams that Respondent requested a continuance because he had not received all requested discovery.

74. By text message to Respondent at 9:04 a.m. on October 17, 2022, Ms. Williams informed Respondent that Mr. Layton was in court because Respondent had filed his Motion for Continuance too late and the judge would not accept it.

75. On October 18, 2022, the Court granted Respondent's continuance motion.

76. By text message to Ms. Williams on October 31, 2022, Respondent informed Ms. Williams that Respondent had received multiple calls from family members requesting the status of Mr. Layton's case and was contacting the Public Defender's office about discovery.

77. By text messages to Respondent dated May 4, 9, June 11, 20, 22, 24, 29, July 11, August 16, 26, September 6, October 24, and December 26, 2022, Ms. Williams requested information about her son's case.

78. On or about November 1, 2022, Respondent received \$1,000 from Ms. Williams for a total fee of \$10,000.

79. In November 2022, Respondent failed to appear for two scheduled Zoom meetings with Mr. Layton.

a. Respondent subsequently spoke to Mr. Layton and advised him to plead guilty, prompting Ms. Williams to seek new counsel.

80. On or about December 1, 2022, Respondent received \$320 from Ms. Williams for a total fee of \$10,320.

81. On December 28, 2022, Judge Marsico entered an order scheduling a status conference on Mr. Layton's criminal case.

82. On January 20, 2023, Judge Marsico entered an order continuing Mr. Layton's case until March 20, 2023.

83. By text message exchange on January 26, 2023:

a. at 8:04 a.m., Ms. Williams wrote that she had a new lawyer for Mr. Layton's case and requested a refund;

- b. at 1:07 p.m., Respondent wrote: his firm does not offer refunds; Respondent and his staff put in a "multitude of hours" in Mr. Layton's case; and Respondent's work included "court appearances, filing motions for discovery, meetings with" Mr. Layton;
 - c. at 1:23 p.m., Ms. Williams wrote Respondent "never talk[ed] to Mr. Layton; and
 - d. at 1:26 p.m., Respondent wrote he had "filed motions for discovery, thoroughly reviewed discovery, made multiple meetings with [Mr. Layton] and corresponded with the court and ADA."
84. Respondent failed to promptly refund his unearned fee to Ms. Williams.
85. Respondent subsequently refunded \$8,320 to Ms. Williams.
- a. A portion of the funds Respondent had received from Ms. Williams were paid by Ms. Williams's father for Respondent's representation of Mr. Layton's brother in an unrelated matter.
86. By his conduct as set forth in paragraphs 50 through 85 above, Respondent has violated the following Rules of Professional Conduct:
- a. RPC 1.4(a)(2), which states a lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished;
 - b. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;
 - c. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;
 - d. RPC 1.4(b), which states a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation; and

- e. RPC 1.16(d), which states, in pertinent part, "upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as ... refunding any advance payment of fee or expense that has not been earned or incurred...."

CHARGE IV: LEONARD KEELS (C1-23-312)

87. In July 2020, Mr. Leonard Keels and Ms. Shanice Williams contacted Respondent about representing their son, Marquis Keels, in a forthcoming criminal matter.

88. By email to Mr. Keels on July 20, 2020, Respondent:

- a. wrote that his legal fee to represent Marquis would be \$1,500 for a preliminary hearing, of which \$750 would be paid upfront and the remaining \$750 in two weeks; and
- b. sent a fee agreement that his "Law firm will be paid a non-refundable fee of \$1,500 for Firm's representation pre arrest and/or preliminary hearing."

89. On July 23, 2020, Respondent received \$750 from Mr. Keels; on September 10, 2020, Respondent received \$750 from Mr. Keels.

90. On September 11, 2020, Marquis Keels, was arrested and charged with Unlawful Contact With Minor-Sexual Offenses, Aggravated Indecent Assault Without Consent, and 11 additional related offenses. CP-51-CR-0000032-2021.

91. On September 12, 2020, the Court set Marquis's bail at \$150,000, 10%, and issued a Stay Away Order.

92. On September 13, 2020, Mr. Keels posted \$15,000 bail for the release of his son.

93. On September 16, 2020, Respondent entered his appearance in Marquis's criminal matter.

94. On January 6, 2021, a preliminary hearing was held before the Honorable James Murray Lynn, during which Marquis was held for court on all charges except Involuntary Deviate Sexual Intercourse.

95. After Marquis was held for court, Respondent negotiated a fee with Mr. Keels "to represent Marquis Keels in a criminal matter stemming from a July, 2020 incident"; the fee agreement, dated January 14, 2021, provided the Law Firm would receive a total fee of \$10,500, to be calculated as follows:

- a. "a non-refundable fee of \$7,000 for Firm's representation up through the pre-trial conference stage";
- b. "will apply the \$1,500 paid to date to the balance"; and
- c. "a non-refundable fee of \$5,000 for Firm's representation post-pre trial conference (including trial prep or jury trial if necessary)."

96. On July 25, 2021, Respondent emailed the fee agreement to Mr. Keels.

97. On August 2, 2021, Mr. Keels signed the fee agreement for Respondent's representation.

98. In October 2021, Respondent spoke to Mr. Keels about his paying Respondent's fee for Marquis's trial, during which time Respondent suggested that Mr. Keels sign over the bail he had posted for Marquis and Respondent would refund the remaining balance.

- a. Respondent also contemplated retaining a portion of the bail assignment to represent Marquis in an unrelated investigation in Chester County.

99. By text message to Mr. Keels sent at 3:11 p.m. on October 11, 2022, Respondent advised Mr. Keels that Respondent:

- a. had sent him the Bail Assignment;
- b. hoped he would make payment in full so that Respondent did not have to execute it;
- c. explained that Respondent "generally do[es] not take it dollar for dollar"; and
- d. "will refund the amount unused if necessary."

100. Respondent subsequently met with Mr. Keels, during which time Respondent explained that he would refund the balance of the Bail Assignment to Mr. Keels at the termination of the representation.

- a. Mr. Keels signed the Bail Assignment to Respondent.

101. Respondent did not provide Mr. Keels with a revised fee agreement increasing his legal fee by an additional \$4,500, from \$10,500 to \$15,000.

102. On January 12, 2022, the Court entered an order attaching Respondent for a four-day jury trial commencing on October 11, 2022.

103. During a pretrial conference on October 7, 2022, Marquis agreed to a waiver trial.

104. On October 11, 2022, Marquis's waiver trial commenced before the Honorable Mark J. Moore.

105. On November 4, 2022, Marquis's trial continued before Judge Moore, after which Judge Moore found Marquis not guilty on all charges.

106. By text message to Respondent sent at 1:01 p.m. on November 7, 2022, Mr. Keels contacted Respondent about Respondent's refunding the balance of the Bail Assignment.

107. By reply text message to Mr. Keels sent at 2:28 p.m. on November 7, 2022, Respondent's legal assistant requested a Zoom conference to discuss the matter the following day.

108. Respondent failed to attend the scheduled Zoom conference.

109. By text message to Respondent sent at 12:24 p.m. on November 29, 2022, Mr. Keels contacted Respondent again inquiring about the bail refund.

110. By reply text message to Mr. Keels, Respondent wrote that it typically takes about a month for the bail to be released and it would be released by check.

111. On December 13, 2022, Respondent filed the Bail Assignment that had been signed by Mr. Keels.

112. On December 14, 2022, Respondent received a \$15,000 Bail Assignment check.

113. On December 20, 2022, after Mr. Keels received an invoice showing Respondent's receipt of the \$15,000 Bail Assignment check, Mr. Keels contacted Respondent's office about Mr. Keel's receipt of the refund from the Bail Assignment.

- a. Respondent's office informed Mr. Keels that that there was some confusion about the refund and Respondent would contact him after the new year.

114. By text message to Respondent sent at 10:52 a.m. on January 5, 2023, Mr. Keels contacted Respondent's office to discuss the refund; by reply text message Respondent scheduled a telephone call for 1:30 p.m.

115. During the January 5, 2023 telephone call:

- a. Mr. Keels, Respondent, and Respondent's assistant Olivia participated;
- b. Mr. Keels requested the remaining balance of the bail refund, which Respondent had agreed to pay during Respondent's previous conversations with Mr. Keels;
- c. Respondent alleged that there was a "mix-up" and did not recall the details of the bail refund conversations with Mr. Keels;
- d. Respondent claimed that no refund was due as the Bail Assignment was payment of Respondent's legal fee; and
- e. Mr. Keels repeatedly reminded Respondent of the multiple conversations Respondent had with him prior to Mr. Keels signing the Bail Assignment in which Respondent stated Respondent would refund the balance to Mr. Keels.

116. From time to time thereafter, Mr. Keels called Respondent's office asking to speak with Respondent about refunding the balance due from the Bail Assignment.

117. Respondent failed to promptly refund \$4,500 upon the termination of the representation.

- a. If Respondent were to testify, Respondent would claim that Mr. Keels did not receive a prompt refund because Respondent contemplated additional work and costs.

118. Respondent failed to provide an accounting of the fee charged to Mr. Keels based on Respondent's receipt of the Bail Assignment.

119. On September 10, 2024, the Fund awarded \$4,500 to Mr. Keels.

120. Thereafter, Respondent promptly reimbursed \$4,500 to Mr. Keels.

121. By his conduct as set forth in paragraphs 87 through 120 above, Respondent has violated the following Rules of Professional Conduct:

- a. RPC 1.15(e), which states except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment; and
- b. RPC 1.16(d), which states, in pertinent part, "upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as ... refunding any advance payment of fee or expense that has not been earned or incurred...."

III. JOINT RECOMMENDATION FOR DISCIPLINE

122. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a Public Reprimand and one year period of probation.

123. Respondent hereby consents to the discipline being imposed by the Disciplinary Board of the Supreme Court of Pennsylvania. Attached to this Petition is Respondent's executed Affidavit required by Pa.R.D.E. 215(d), which states that he consents to the recommended discipline and the mandatory acknowledgements contained in Pa.R.D.E. 215(d)(1) through (4).

124. Petitioner and Respondent respectfully submit that there is the following aggravating factor:

- a. In 2017, Respondent received an Informal Admonition for failing to act with competence and communicate with his clients in two unrelated criminal matters. (C1-15-847 and C1-16-417)

125. Petitioner and Respondent respectfully submit that there are the following mitigating factors:

- a. Respondent has recognized his wrongdoing and expressed sincere remorse for his misconduct;
- b. Respondent reimbursed \$1,500 to the Pennsylvania Lawyers Fund for Client Security in the **Pagan** matter, refunded \$4,500 to Mr. Leonard Keels, and refunded \$8,320 to Ms. Williams;
- c. Respondent has engaged in rehabilitative efforts, including having instituted constructive new office management procedures that have enabled him to improve his communication with clients, timely handle clients matters, and not unnecessarily burden the court system; and
- d. Respondent has cooperated with ODC.

126. Respondent is a solo practitioner who primarily practices criminal law. Over the course of three years, former clients and family members of clients have filed complaints against Respondent involving Respondent's failure to handle matters diligently, communicate with his clients, and refund his unearned fee. Notably, the four complaints filed against Respondent are similar both to each other and to the two complaints in which Respondent had received an Informal Admonition. Thus, Respondent should receive greater discipline for his recidivist misconduct. See **Office of Disciplinary Counsel v. Alan K. Marshall**, No. 136 DB 2019 (D.Bd. Rpt. 10/16/2020, p. 18) (S.Ct. Order 2/12/2021).

127. Many of the complaints have stemmed from Respondent's challenges of simultaneously practicing law while managing the business of a law firm. In a lengthy meeting with Office of Disciplinary Counsel, Respondent, Respondent's Counsel and Respondent's Office Manager described the substantial steps Respondent has taken to better manage and organize Respondent's law practice. Respondent's improvements

begin at the initial intake interview, continue with the generation of fee agreements, include routine communications with clients, involve enhanced use of technology to facilitate scheduling, and have resulted in compliance with the Rules of Professional Conduct.

128. Attorneys with a record of discipline who subsequently fail to act with competence and diligence, communicate with their clients, and promptly refund their unearned fee often receive a Public Reprimand. *See, e.g., Office of Disciplinary Counsel v. Ivan Erik Lee*, No. 173 DB 2023 (D.Bd. Order 12/21/2023) (Lee, who had a record of private discipline, failed to file the necessary documents in three client matters, respond to his clients' reasonable requests for information, and provide clients with necessary information to enable them to make informed decisions regarding their cases, received a Public Reprimand; in mitigation, Lee refunded his fee to his clients, had undertaken steps to address his law office management issues, and cooperated with ODC); *Office of Disciplinary Counsel v. John McDanel*, No. 19 DB 2023 (D.Bd. Order 6/22/2023) (Disciplinary Board imposed a Public Reprimand on consent for McDanel's lack of diligence in administering an estate and failure to promptly distribute estate funds; in aggravation, McDanel had received three prior Informal Admonitions and one prior Public Reprimand, but in mitigation, McDanel's prior discipline was imposed over seven years earlier); and *Office of Disciplinary Counsel v. William E. Vinsko, Jr.*, No. 4 DB 2022 (D.Bd. Order 1/18/2022) (Disciplinary Board imposed a Public Reprimand on Vinsko, who had received an Informal Admonition and a Public Reprimand, for having failed to handle a civil

matter with competence and diligence and communicate with his client; in mitigation, Vinsko apologized to his client, refunded his fee, and withdrew from the representation).

129. The facts of Respondent's misconduct and the aggravating circumstances of Respondent's disciplinary matter are similar to the foregoing cases. Like Lee, McDanel, and Vinsko, Respondent has a record of discipline and subsequently failed to handle his clients' cases with competence and diligence and properly communicate with his clients. In addition, the mitigating circumstances of Respondent's disciplinary matter are similar to the foregoing cases. As did Lee, McDanel, and Vinsko, Respondent admitted his misconduct and cooperated with ODC. Like Lee and Vinsko, Respondent paid refunds to his clients. Also similar to Lee, Respondent has undertaken constructive measures to address his law office management issues. Moreover, both Respondent's and McDanel's prior discipline was imposed over seven years ago.

130. ODC and Respondent agree that application of the foregoing precedent to the totality of Respondent's misconduct results in the conclusion that Respondent should receive a Public Reprimand. ODC and Respondent also agree that Respondent should receive one year of probation to ensure Respondent's continued compliance with the Rules of Professional Conduct.

WHEREFORE, Petitioner and Respondent respectfully request that:

- a. Pursuant to Pa.R.D.E. 215(e) and 215(g), the three-member panel of the Disciplinary Board review and approve the Joint Petition in Support of Discipline on Consent that Respondent receive a Public Reprimand and be placed on probation for one year;

1. As a condition of Respondent's probation, Respondent shall:

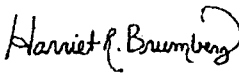
- a. Not violate any Rules of Professional Conduct or Rules of Disciplinary Enforcement; and
 - b. Upon completion of probation, submit a sworn certification to the Disciplinary Board that he has complied with all conditions of probation.
- b. Pursuant to Pa.R.D.E. 215(i), the three-member panel of the Disciplinary Board enter an Order for Respondent to pay the necessary expenses incurred in the investigation and prosecution of this matter, and that under Pa.R.D.E. 208(g)(1), all expenses be paid by Respondent within 30 days after notice transmitted to the Respondent of taxed expenses.

Respectfully and jointly submitted,

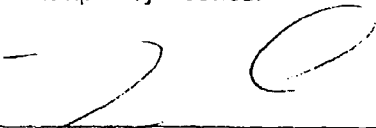
OFFICE OF DISCIPLINARY COUNSEL

Thomas J. Farrell
CHIEF DISCIPLINARY COUNSEL

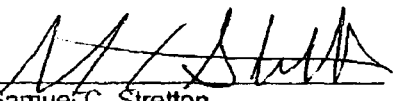
January 21, 2025
Date

By 
Harriet R. Brumberg
Disciplinary Counsel

1/24/25
Date

By 
Ilon Ross Fish
Respondent

1/24/25
Date

By 
Samuel C. Stretton
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 102 DB 2024

Petitioner :

v. :

: Atty. Registration No. 201594

ILLON ROSS FISH,

Respondent : (Philadelphia)

VERIFICATION

The statements contained in the foregoing Joint Petition In Support Of Discipline On Consent Under Pa.R.D.E. 215(d) are true and correct to the best of our knowledge or information and belief and are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

January 21, 2025
Date

By Harriet R. Brumberg
Harriet R. Brumberg
Disciplinary Counsel

1/24/25
Date

By [Signature]
Illion Ross Fish
Respondent

1/24/25
Date

By [Signature]
Samuel C. Stretton
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 102 DB 2024

Petitioner :

v. :

: Atty. Registration No. 201594

ILLON ROSS FISH, :

Respondent : (Philadelphia)

AFFIDAVIT UNDER RULE 215(d), Pa.R.D.E.


Respondent, Illon Ross Fish, hereby states that he consents to the imposition of a Public Reprimand, and further states that:

1. His consent is freely and voluntarily rendered; he is not being subjected to coercion or duress; he is fully aware of the implications of submitting the consent; and he has consulted with an attorney in connection with the decision to consent to discipline;

2. He is aware that there is presently pending a disciplinary proceeding involving allegations that he has been guilty of misconduct as set forth in the Joint Petition;

3. He acknowledges that the material facts set forth in the Joint Petition are true; and

4. He consents because he knows that if the charges continue to be prosecuted in the pending proceeding, he could not successfully defend against the charges.

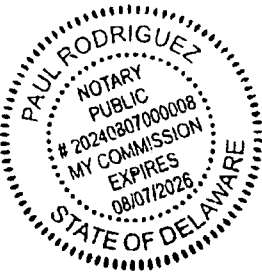


Illon Ross Fish
Respondent

Sworn to and subscribed
before me this 24th
day of January, 2025.



Notary Public



CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Office of Disciplinary Counsel

Signature: Harriet R. Brumberg

Name: Harriet R. Brumberg, Disciplinary Counsel

Attorney No.: 31032