

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2875 Disciplinary Docket No. 3
 :
 : No. 50 DB 2022
 Petitioner :
 : Attorney Registration No. 34844
 v. :
 : (Lackawanna County)
 EUGENE DANIEL LUCAS, :
 :
 Respondent :

ORDER

PER CURIAM

AND NOW, this 12th day of September, 2024, upon consideration of the Verified Statement of Resignation, Eugene Daniel Lucas is disbarred on consent from the Bar of this Commonwealth, retroactive to May 6, 2022. See Pa.R.D.E. 215. Respondent shall comply with the provisions of Pa.R.D.E. 217 and pay costs to the Disciplinary Board. See Pa.R.D.E. 208(g).

A True Copy Nicole Traini
As Of 09/12/2024

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

**BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL..	:	2875 Disciplinary Docket No. 3
Petitioner	:	
	:	No. 50 DB 2022
	:	
	:	(Court of Common Pleas of
	:	Lackawanna County)
	:	Criminal Division
	:	CP-35-CR-0000978-2022
	:	CP-35-CR-0000981-2022
	:	CP-35-CR-0000982-2022
	:	CP-35-CR-0000991-2022
	:	CP-35-CR-0001245-2022
v.	:	(Consolidated)
	:	
	:	Attorney Registration No. 34844
EUGENE DANIEL LUCAS.	:	
Respondent	:	(Lackawanna County)

**RESIGNATION
UNDER Pa.R.D.E. 215**

Eugene Daniel Lucas hereby tenders his unconditional resignation from the practice of law in the Commonwealth of Pennsylvania in conformity with Pa.R.D.E. 215 (“Enforcement Rules”) and further states as follows:

1. He is an attorney admitted in the Commonwealth of Pennsylvania, having been admitted to the bar on or about November 2, 1981. By Order of the Supreme Court of Pennsylvania dated May 6, 2022, Respondent was placed on Temporary Suspension pursuant to Pa.R.D.E. 208(f)(1). His attorney registration number is 34844.
2. He desires to submit his resignation as a member of said bar.

FILED 08/12/2024 The Disciplinary Board of the Supreme Court of Pennsylvania

3. His resignation is freely and voluntarily rendered; he is not being subjected to coercion or duress and he is fully aware of the implications of submitting this resignation.

4. He acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has retained, consulted with and acted upon the advice of counsel, Edwin A. Abrahamsen, Esquire, in connection with his decision to execute the within resignation.

5. He is aware there is presently pending a disciplinary investigation relating to his criminal conduct and conviction as set forth in the Affidavit of Probable Cause, a true and correct copy of which is attached hereto and made a part hereof as "Exhibit A".

6. On February 16, 2024, he entered a guilty plea in the Court of Common Pleas of Lackawanna County, in the matter captioned *Commonwealth of Pennsylvania v. Eugene Daniel Lucas*, CP-35-CR-0000978-2022, CP-35-CR-0000981-2022, CP-35-CR-0000982-2022, CP-35-CR-0000991-2022, and CP-35-CR-0001245-2022 (Consolidated), to 3 counts of Theft by Deception, graded as felonies of the third degree, in violation of 18 Pa.C.S.A. §3922(a), and 3 counts of Theft by Deception, graded as misdemeanors of the first degree, in violation of 18 Pa.C.S.A. §3922(a). These convictions constitute per se grounds for discipline under Enforcement Rule 203(b)(1). A true and correct copy of his Guilty Plea Colloquy is attached hereto and made a part hereof as "Exhibit B".

7. On May 29, 2024, he was sentenced to an aggregate sentence of 3 to 23 months of incarceration with a consecutive 12 months of probation, fines, costs of prosecution, and ordered to have no contact with the victims.

8. He acknowledges that the material facts upon which the criminal conviction is predicated, which are summarized in the Affidavit of Probable Cause and Guilty Plea (Exhibits A-B) are true.

9. He submits the within resignation because the said convictions stand as per se grounds for discipline under Enforcement Rules 214(e) and 203(b)(1), and because he is guilty of the crimes.

10. He submits the within resignation because he knows that if disciplinary charges were predicated upon the criminal conviction, he could not successfully defend against them.

11. He is fully aware that submission of this Resignation Statement is irrevocable and that he can only apply for reinstatement to the practice of law pursuant to the provisions of Enforcement Rule 218(b) and (c).

12. He is aware that pursuant to Enforcement Rule 215(c), the fact that he has tendered this resignation shall become a matter of public record immediately upon delivery of the resignation statement to Disciplinary Counsel or the Disciplinary Board Prothonotary.

13. Upon entry of the order disbaring him on consent, he will promptly comply with the notice, withdrawal, resignation, trust accounting and cease-and-desist provisions of subdivisions (a), (b), (c), and (d) of Enforcement Rule 217.

14. After entry of the order disbaring him on consent, he will file a verified statement of compliance as required by Enforcement Rule 217(e)(1).


15. He is aware that the waiting period for eligibility to apply for reinstatement to the practice of law under Enforcement Rule 218(b) shall not begin until he files the verified statement of compliance, and if the order of disbarment contains a provision that makes the disbarment

retroactive to an earlier date, then the waiting period will be deemed to have begun on that earlier date.

16. He requests that his disbarment be made retroactive to the date of his temporary suspension. He understands that the Office of Disciplinary Counsel does not oppose his request and that the decision whether to grant retroactive is solely within the discretion of the Pennsylvania Supreme Court.

It is understood that the statements made herein are subject to the penalties of 18 Pa.C.S., Section 4904 (relating to unsworn falsification to authorities).

Signed this 8th day of August, 2024.

EUGENE DANIEL LUCAS 

EUGENE DANIEL LUCAS

WITNESS: Edwin A. Abrahamson

Print Name: Edwin A. Abrahamson

Marcee D. Sloan, Board Prothonotary
August 12, 2024
Page 2

JET/kc
Enclosure

cc: Edwin A. Abrahamsen, Esquire, Counsel for Respondent
Thomas J. Farrell, Chief Disciplinary Counsel
Raymond S. Wierciszewski, Deputy Chief Disciplinary Counsel
Krista K. Beatty, Disciplinary Counsel-in-Charge, District III

Exhibit

A

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LACKAWANNA



POLICE CRIMINAL COMPLAINT
COMMONWEALTH OF PENNSYLVANIA

Magisterial District Number: 45-3-04

MDJ Hon. LAURA TURLIP
Address: 400 CHURCH STREET
ARCHBALD, PA 18403

Telephone: 570-876-0570

DEFENDANT:

VS.
(NAME and ADDRESS)

EUGENE DANIEL LUCAS
First Name Middle Name Last Name
1425 GREEN RIDGE STREET
SCRANTON, PA 18509

RECEIVED
MAR 29 2022
By: _____

NCIC Extradition Code Type

- 1 - Felony Full
- 2 - Felony Ltd.
- 3 - Felony Surrounding States
- 4 - Felony No Ext.
- 5 - Felony Pend.
- 6 - Felony Pend. Extradition Determ.
- A - Misdemeanor Full
- B - Misdemeanor Limited
- C - Misdemeanor Surrounding States
- D - Misdemeanor No Extradition
- E - Misdemeanor Pending
- F - Misdemeanor Pending Extradition Determ.
- Distance: _____

DEFENDANT IDENTIFICATION INFORMATION

Docket Number <i>03-19-2022</i>	Date Filed	OTN/LiveScan Number <i>Rale 20426</i>	Complaint/Incident Number 20220315M0053	Request Lab Service? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
GENDER <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	DOB 04/25/1953	POB	Add'l. DOB	Co-Defendants? <input type="checkbox"/>
AKA	First Name	Middle Name	Last Name	Gen.
RACE <input checked="" type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Native American <input type="checkbox"/> Unknown	ETHNICITY <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Non-Hispanic <input type="checkbox"/> Unknown			
HAIR COLOR <input type="checkbox"/> Gry (Gray) <input type="checkbox"/> Red (Red/Aubn) <input type="checkbox"/> SDY (Sandy) <input type="checkbox"/> BLU (Blue) <input type="checkbox"/> PLE (Purple) <input type="checkbox"/> BRO (Brown) <input type="checkbox"/> Bik (Black) <input type="checkbox"/> Ong (Orange) <input type="checkbox"/> WHI (White) <input checked="" type="checkbox"/> XXX (Ink./Bald) <input type="checkbox"/> GRN (Green) <input type="checkbox"/> PNK (Pink) <input type="checkbox"/> Bin (Blonde / Strawberry)				
EYE COLOR <input type="checkbox"/> Bik (Black) <input type="checkbox"/> Blu (Blue) <input type="checkbox"/> BRO (Brown) <input type="checkbox"/> GRN (Green) <input type="checkbox"/> GRY (Gray) <input type="checkbox"/> HAZ (Hazel) <input type="checkbox"/> MAR (Maroon) <input type="checkbox"/> PNK (Pink) <input type="checkbox"/> MUL (Multicolored) <input checked="" type="checkbox"/> XXX (Unknow)				
DNA <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DNA Location			WEIGHT (lbs.)
FBI Number	MNU Number			
Defendant Fingerprinted <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Ft. HEIGHT in.
Fingerprint Classification				

DEFENDANT VEHICLE INFORMATION

Plate #	State	Hazmat <input type="checkbox"/>	Registration Sticker (MM/YY)	Comm'l Veh Ind. <input type="checkbox"/>	School Veh. <input type="checkbox"/>	Oth. NCIC Veh. Code	Reg. Same as Def. <input type="checkbox"/>
VIN	Year	Make	Model	Style	Color		

Office of the attorney for the Commonwealth Approved Disapproved because: _____

(The attorney for the Commonwealth may require the complaint, arrest warrant affidavit, or both, be approved by the attorney for the Commonwealth prior to filing. See PA. R. Crim. P 507.)

CATHY TULLY, DEPUTY DA

(Name of the attorney for the Commonwealth - Please Print or Type)

(Signature of the attorney for the Commonwealth)

(Date)

I, **DET. LISA BAUER**
(Name of the Affiant)
of **LACKAWANNA COUNTY DISTRICT ATTORNEY'S OFFICE**
(Identify Department or Agency Represented and Political Subdivision)

2/12154
PSP/MPOETC - Assigned Affiant ID Number & Badge #
PA0352800
(Police Agency ORI Number)

do hereby state:

- I accuse the above named defendant who lives at the address set forth above
 I accuse the defendant whose name is unknown to me but who is described as _____
- I accuse the defendant whose name and popular designation are unknown to me and whom I have therefore designated as John Doe or Jane Doe

CERTIFIED FROM THE RECORD

APR 10 2024

with violating the penal laws of the Commonwealth of Pennsylvania at [1] **LACKAWANNA COUNTY**
(Subdivision Code) (Place-Political Subdivision)
ARCHBALD

in **LACKAWANNA** County [35] on or about **11/10/2015 to 03/17/2022**
(County Code) (Offense Date)



POLICE CRIMINAL COMPLAINT

Docket Number CR19200	Date Filed	OTN/LiveScan Number R267042-6	Complaint/Incident Number 20220315M0053
Defendant Name	First EUGENE	Middle DANIEL	Last LUCAS

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically.
 (Set forth a brief summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA §§ 213. - 213.7.)

<input checked="" type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903	Number of Victims Age 60 or Older <u>1</u>					
<input checked="" type="checkbox"/> Lead?	1	3922	A1	of the	18	1	F3		
	Offense #	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
PennDOT Data (If applicable)	Accident Number				<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone		
Statute Description (Include the name of statute or ordinance): THEFT BY DECEP-FALSE IMPRESSION									

Acts of the accused associated with this Offense:
 THEFT BY DECEPTION û (F-3) - In that the said Eugene Daniel Lucas, in the County of Lackawanna, did intentionally obtain or withhold property of S.H., age 71, by deception by creating or reinforcing a false impression, including false impressions as to law, value, intention or other state of mind, to wit: Did engage in acts of deception in order to induce S.H. to provide him with loans totaling \$15,000.00, in violation of Section 3922 (a)(1) of the Pennsylvania Crimes Code, as amended, 18 Pa. C.S. 3922 (a)(1).

CERTIFIED
FROM THE RECORD **D**

APR 10 2024

CLERK OF JUDICIAL RECORDS
MAURI B. KELLY



POLICE CRIMINAL COMPLAINT

Docket Number <i>CR 19 2022</i>	Date Filed	OTN/LiveScan Number <i>R2610426</i>	Complaint/Incident Number 20220315M0053
Defendant Name	First EUGENE	Middle DANIEL	Last LUCAS

- I ask that a warrant of arrest or a summons be issued and that the defendant be required to answer the charges I have made.
- I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of section 4904 of the Crimes Code (18 PA C.C. 4904) relating to unsworn falsification to authorities.
- This complaint is comprised of the preceding page(s) numbered 1 through 2.
- I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

The acts committed by the accused, as listed and hereafter, were against the peace and dignity of the Commonwealth of Pennsylvania and were contrary to the Act(s) of Assembly, or in violation of the statutes cited. **(Before a warrant of arrest can be issued, an affidavit of probable cause must be completed, sworn to before the issuing authority, and attached.)**

3-29, 2022 Det Lisa Bauer
 (Date) (Signature of Affiant)

AND NOW, on this date March 29 2022 I certify that the complaint has been properly completed and verified. An affidavit of probable cause must be completed before a warrant can be issued.

45-3-04
 (Magisterial District Court Number)

[Signature]
 (Issuing Authority)





POLICE CRIMINAL COMPLAINT

Docket Number <u>CR 19 2022</u>	Date Filed	OTN/LiveScan Number <u>BA 70426</u>	Complaint/Incident Number 20220315M0053
Defendant Name	First EUGENE	Middle DANIEL	Last LUCAS

AFFIDAVIT of PROBABLE CAUSE

****SEE ATTACHED AFFIDAVIT OF PROBABLE CAUSE****

I, **DET. LISA BAUER (2)**, BEING DULY SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

I CERTIFY THAT THIS FILING COMPLIES WITH THE PROVISIONS OF THE CASE RECORDS PUBLIC ACCESS POLICY OF THE UNIFIED JUDICIAL SYSTEM OF PENNSYLVANIA THAT REQUIRE FILING CONFIDENTIAL INFORMATION AND DOCUMENTS DIFFERENTLY THAN NON-CONFIDENTIAL INFORMATION AND DOCUMENTS.

Det Lisa Bauer
(Signature of Affiant)

Sworn to me and subscribed before me this 29 day of March, 2022
_____, Magisterial District Judge

My commission expires first Monday of January, 2024

SEAL

AFFIDAVIT OF PROBABLE CAUSE
FOR ARREST WARRANT
EUGENE DANIEL LUCAS

I am Detective Lisa Bauer of the Lackawanna County District Attorney's Office. I am assigned to the Criminal Investigation Division and have been employed in this capacity for approximately thirty-four (34) years.

On August 18, 2021, this Detective received a telephone call from Attorney Elaine Geroulo. Attorney Geroulo advised this Detective that she was contacted by an individual who will be referred to by the initials M.M. M.M. informed Attorney Geroulo that her Attorney, Eugene Daniel Lucas (hereinafter referred to as Attorney Lucas), opened a Special Needs Trust for her, and then borrowed a large amount of money from the Trust. Attorney Geroulo advised this Detective that she contacted the District Attorney's Office because she was concerned whether it was appropriate for an attorney to borrow money from a client's Trust Account.

An on-line search of Attorney Lucas's PA Law License with the PA Disciplinary Board revealed that his Attorney ID # is 34844, he was admitted to the Pa Bar on 11/2/1981, and his license is currently active. His address is listed as 207 Lackawanna Avenue, Olyphant, Pa 18447, and his telephone number is listed as being (570) 346-7090.

On August 19, 2021, this Detective interviewed M.M., who is a 52-year-old female. M.M. relayed the following information to this Detective:

On or about May 3, 2016, M.M.'s father passed away and she contacted Attorney Lucas for assistance with his estate. Attorney Lucas accompanied M.M. to Prudential Insurance Company in Clarks Summit, Pennsylvania to assist in filling out paperwork. The paperwork reflected M.M. was the sole beneficiary of \$143,000.00 in life insurance proceeds. Shortly after M.M. received the life insurance check in the amount \$143,000.00, she received a telephone call from Attorney Lucas wherein he asked her if she received the check yet. M.M. informed Attorney Lucas that she did receive the check and he told her to hurry and get the check over to his office.

On June 15, 2016, M.M. went to Attorney Lucas's office located at 801 North Washington Avenue, Scranton, Pennsylvania, and Attorney Lucas directed her to follow him to Fidelity Bank located in Dunmore, Pennsylvania. M.M. followed Attorney Lucas to Fidelity Bank, where Attorney Lucas opened a Trust Account for her. At that time, Attorney Lucas introduced M.M. to James Woodworth, and informed her that Mr. Woodworth was going to be the Trustee on her account. M.M. did not know Mr. Woodworth and was unsure if he worked at the Bank or if Attorney Lucas knew him from somewhere else.

This Detective subsequently learned that James Woodworth was an Attorney. This Detective conducted an online search with the Pa Disciplinary Board for Attorney James Woodworth's PA Law License and discovered that his Attorney ID # is 831343, he was admitted to the Pa Bar on 2/13/1998, and it lists Attorney Woodworth's telephone number as (570) 383-9844. (This Detective learned that Attorney Woodworth is deceased since June of 2021).

Attorney Lucas advised M.M. that he was opening a Trust Account because she receives Social Security Disability, and if he used the money to open an account in only M.M.'s name, it would affect various financial benefits she receives. Specifically, M.M. was led to believe that her housing would be placed in jeopardy. The investigation has established that those statements to M.M. were false. Specifically, the inheritance payment would not affect M.M.'s Social Security Disability or HUD assistance. HUD regulations set the threshold that increased monthly income of \$200.00 or more must be reported. This Detective learned that the increase in income would have an impact on her benefits, however, it would be minimal. M.M. advised this Detective she has not been deemed incompetent or incapable by a Court, but she trusted that Attorney Lucas opened the Special Needs Trust to her benefit.

Attorney Lucas informed M.M. his fee for opening the Trust Account was \$2,500.00 and Mr. Woodsworth's fee as Trustee was \$500.00. It was further learned that from the trust, Attorney Lucas was paid \$2,750.00 on the day the trust was set up, not the \$2500.00 agreed upon fee. Attorney Lucas would later receive additional monies from the trust, totaling \$5,500.00, for attorney's fees. M.M. stated she does not remember writing out or seeing any checks in these amounts. Attorney Lucas then informed M.M. that the remaining \$140,000.00 was going to be deposited into a Trust Account, and at some point, she would receive a \$30,000.00 bonus that M.M. advised this Detective she never received. M.M. stated that Attorney Lucas's secretary "Kim" recently told her there is no bonus. Subsequent investigation shows there was in fact no \$30,000.00 bonus received by M.M., and that this "bonus" may have been in relation to an investment of M.M.'s money with Allianz Insurance Company.

On June 15, 2016, a check in the amount of \$50,000.00 from M.M.'s Trust account was deposited into Allianz Insurance Company, and on July 5, 2016, a check in the amount of \$30,000.00 from M.M.'s Trust account was deposited into Allianz Insurance Company. Through investigation, this Detective learned that Attorney Lucas was an agent of Allianz Insurance Company and received \$5,200.00 in commissions on accounts he opened for M.M. with the Company. M.M. advised this Detective she was unaware Attorney Lucas had a professional relationship with Allianz Insurance Company through which he would receive a financial benefit for investing her money.

M.M. provided this Detective with a copy of the Trust Agreement supplied to her by Attorney Lucas. This agreement dated May 26, 2016, is titled "M.M. Special Needs Trust" and lists Attorney James Woodworth as Trustee. The Agreement lists M.M.'s cousin as Attorney Woodworth's successor in the event he is unable to act as Trustee. The Trust Agreement provided to M.M. by Attorney Lucas contained language permitting loans to be made from the Trust provided that such loan(s) bear a reasonable rate of interest and are properly documented.

M.M. stated that she receives a monthly Social Security Disability check in the amount of approximately \$1,090.00 per month, and Attorney Lucas informed told her she could use more money. Attorney Lucas then asked if she would loan him \$40,000.00.00 from her Trust Account

to renovate his law office in the Green Ridge section of Dunmore. (This Detective subsequently learned from Attorney Lucas's wife, Jill Lucas, that the law office was removed from the residence around 2015 or 2016). Attorney Lucas advised M.M. that he would pay off the principal of the loan in full within forty (40) months by depositing \$1,000.00 per month directly into her Trust Account. In addition, Attorney Lucas said he would pay her 3% interest in cash every month until the loan was paid in full. Attorney Lucas told M.M. she would go to his law office located at 801 North Washington Avenue in Scranton on the 25th of each month to collect her cash interest payments. Attorney Lucas directed her not to tell anyone about this loan and to keep it just between them. M.M. supplied this Detective with a copy of a typed, unsigned loan agreement dated January 25, 2017, that she said was provided to her by Attorney Lucas. Although this Detective determined that the inheritance received by M.M. would have a minimal impact on her housing, the interest M.M. received on the loan payments from Attorney Lucas could have had a financial impact.

M.M. stated she is unaware if Attorney Lucas made any of the \$1,000.00 per month principal payments as promised, because she has not seen any bank statements for the account since the day it was opened. M.M. further stated she has been going to Attorney Lucas's office located at 801 North Washington Avenue, Scranton, Pa every month for approximately the past 5 years to pick up the cash interest payments from "Kim". (This Detective subsequently learned "Kim" is Attorney Lucas's secretary Kimberly Orazzi). M.M. stated that most of the time when she would go to the office to collect her monthly interest payment as instructed by Attorney Lucas, the office would be dark, and the door would be locked. M.M. would then have to call Attorney Lucas's office and leave a message to set up a day and time for her to come to pick up the cash. Mrs. Orazzi would give her the cash and have her sign a receipt acknowledging she received the payment. M.M. provided this Detective with copies of these receipts.

On or about August 24, 2021, M.M. went to pick up her cash interest payment at Attorney Lucas's 801 North Washington Avenue law office, and her friend accompanied her. When they arrived at the Attorney Lucas's office, once again, the office was dark, and the doors were locked. M.M. told her friend about the loan and advised her that Attorney Lucas told her to keep it a secret between them. Her friend told her something seemed wrong with an attorney taking a large loan from a client and suggested M.M. contact another attorney and make them aware of the loan. M.M. stated she did not realize that she may have been taken advantage of by Attorney Lucas until her friend brought it to her attention. M.M. stated to this Detective that she now believes she has been deceived by Attorney Lucas.

Approximately a year or two ago, Attorney Lucas informed M.M. that James Woodworth suffered a stroke, and could no longer act as her Trustee. Attorney Lucas advised her that Mr. Woodworth was appointing Attorney Lucas's secretary, Kimberly Orazzi, to act as her new Trustee. M.M. supplied this Detective with this document titled "Amendment" dated August 8, 2019, that she received from Attorney Lucas indicating Attorney James Woodworth resigned as Trustee and Attorney Woodworth appointed Kimberly Orazzi to act as the new Trustee. (It is to be noted that the original Trustee document reflects if Attorney Woodworth was unable to act as Trustee, M.M.'s cousin would be appointed Trustee.) This document is signed with the name Attorney James Woodworth and the witness line is signed with the name Eugene Daniel Lucas.

On February 19, 2020, the Trustee and signatory on the Trust Account was amended from Attorney Woodworth to Kimberly M. Orazzi.

On August 31, 2021, Lackawanna County Court of Common Pleas Judge Michael J Barrassé issued a Court Order directing Fidelity Bank to release all documents relative to the Trust Account opened on behalf of M.M., and this Detective served the Order on Fidelity Bank.

On September 3, 2021, this Detective received the above-requested records from Fidelity Bank. The records reflect that on May 26, 2016, account ending in #1312 was opened at Fidelity Bank in the name of "M.M., Special Needs Trust, James Woodworth-Trustee", and the signatory on the account is listed as being James Woodworth, 209 Lackawanna Avenue, Olyphant, Pa 18447, DOB-04/07/1944, ID# ending in 2404.

Within the Fidelity Bank records were the following checks written from M.M.'s Trust Account ending in #1312. Attorney Woodworth was the Trustee at the time these checks were issued, and each of the checks were signed with the name James J. Woodworth.

06-15-2016	Check #101 payable to Eugene D. Lucas	\$2,750.00
06-15-2016	Check #102 payable to Allianz	\$50,000.00
07-05-2016	Check #104 payable to Allianz	\$30,000.00
01-20-2017	Check #106 payable to Eugene D. Lucas	\$2,500.00
01-20-2017	Check #105 payable to James Woodworth	\$150.00
01-20-2017	Check #107 payable to Eugene D. Lucas	\$900.00
01-25-2017	Check #1 payable to Fidelity Bank	\$9,000.00
01-25-2017	Temporary Check payable to Eugene D. Lucas	\$1,000.00
01-25-2017	Temporary Check #3 payable to Eugene D. Lucas	\$20,000.00
01-25-2017	Temporary Check #5 payable to Eugene D. Lucas	\$10,000.00
01-25-2017	Temporary Check #4 payable to Eugene D. Lucas	\$10,000.00
01-25-2017	Temporary Check #2 payable to James Woodworth	\$150.00
09-01-2019	Check #116 payable to Eugene Lucas, Esquire	\$2,000.00

TOTAL AMOUNT OF CHECKS PAYABLE TO EUGENE D. LUCAS: \$49,150.00

The Following deposits were made into M.M.'s Special Needs Trust Account:

09-25-2019	Cash	\$200.00
10-11-2019	Cash	\$300.00
11-13-2019	Cash	\$300.00
11-27-2019	Cash	\$400.00
12-26-2019	Cash	\$300.00
01-10-2020	Cash	\$300.00
01-23-2020	Cash	\$100.00
02-25-2020	Cash	\$800.00
03-24-2020	Cash	\$320.00
04-10-2020	Cash	\$100.00
04-11-2020	Cash	\$300.00

04-20-2020	Cash	\$350.00
05-04-2020	Cash	\$400.00
05-08-2020	Cash	\$180.00
05-11-2020	Cash	\$200.00
05-16-2020	Cash	\$350.00
06-08-2020	Cash	\$400.00
06-15-2020	Cash	\$200.00
07-27-2020	Cash	\$200.00
08-12-2020	Cash	\$300.00
08-25-2020	Cash	\$300.00
09-23-2020	Cash	\$350.00
10-16-2020	Cash	\$200.00
11-09-2020	Cash	\$200.00
12-11-2020	Cash	\$400.00
01-12-2021	Cash	\$300.00
02-10-2021	Cash	\$500.00
03-09-2021	Cash	\$500.00
04-07-2021	Cash	\$400.00
05-11-2021	Cash	\$300.00
06-08-2021	Cash	\$200.00
07-07-2021	Cash	\$800.00
07-26-2021	Eugene Lucas Check #236	\$500.00
08-03-2021	Cash	\$400.00
09-01-2021	Cash	\$ 20.00

******TOTAL DEPOSITS MADE INTO M.M.'S TRUST ACCOUNT AS PAYMENTS
TOWARDS ATTY LUCAS LOAN BETWEEN 09/15/2019 & 09/01/2021: \$11,370.00******

Bank records reflect that the first cash deposit towards the repayment of this loan was not made until September 25, 2019. 2 years and 8 months after the date Attorney Lucas received the loan. Furthermore, principal payments were not made in the amount of \$1,000.00 per month as Attorney Lucas led M.M. to believe he was going to pay. If Attorney Lucas had made the \$1,000.00 per month principal payments on this loan for 40 months from the date of the loan indicated in the typed loan agreement Attorney Lucas presented to M.M., this loan would have been paid in full by May of 2021. As of September 1, 2021, Fidelity Bank records reflect that Attorney Lucas still owed \$28,150.00 on this loan.

On December 28, 2021, this Detective interviewed Kimberly Orazzi. Mrs. Orazzi relayed the following information to this Detective:

Mrs. Orazzi was working as a secretary for Attorney Lucas in 2016 when Attorney Lucas and Attorney Woodworth created a Special Needs Trust for M.M. that was opened using a life insurance check M.M. received from her father's estate. M.M. was sworn in as Administratrix because there was no Will and no other surviving heirs. Attorney Woodworth was appointed Trustee until he passed away in 2020. Upon Attorney Woodworth's passing, Attorney Lucas asked Mrs. Orazzi to become Trustee.

Mrs. Orazzi stated that M.M. seems to be competent, and to her knowledge, was never deemed incompetent by a Court. This Detective asked Mrs. Orazzi if she knows why Attorney Lucas opened the Trust Account instead of a regular checking account in M.M.'s name. Mrs. Orazzi stated that M.M. receives Social Security Disability and Attorney Lucas wanted to save the money M.M. inherited but not have it affect M.M.'s Social Security Disability. Mrs. Orazzi went on to state that she understands that Attorney Lucas did research and discovered that an inheritance would not affect M.M.'s disability payments, but for some reason, he still opened the Trust Account. Search Warrants served at Attorney Lucas's Offices uncovered a file for M.M. containing Social Security Information for M.M. along with handwritten notes indicating that the inheritance would not affect M.M.'s Social Security Disability benefits.

This Detective asked Mrs. Orazzi where Attorney Lucas's office is located, and she stated he has a law office at his home located at 1425 Green Ridge Street, Scranton, Pa 18509, but during covid moved his office to 207 Lackawanna Avenue, Olyphant, Pa 18447, and she works out of 801 North Washington Avenue, Scranton, Pa 18503.

This Detective showed Mrs. Orazzi Temporary Check dated 01-26-2017 payable to Eugene D. Lucas in the amount of \$20,000.00 (Loan), Temporary Check dated 01-26-2017 payable to Eugene D. Lucas in the amount of \$10,000.00 (Loan), and Temporary check dated 01-27-2017 payable to Eugene D. Lucas in the amount of \$10,000.00 (Loan) and asked her if she is familiar with the checks. Mrs. Orazzi stated, "Mr. Lucas does repay the loans." I asked her why Attorney Lucas would take a loan from one of his clients, and she stated, "It's not my job to say when things are right or wrong, it's my job to get money off of him to pay her account." This Detective asked Mrs. Orazzi if she is familiar with the typed loan agreement between Attorney Lucas and M.M. and if she is aware that he has not followed the terms of the loan, and she stated, "he's been procrastinating, but I think we are picking up speed." During this conversation, Mrs. Orazzi also stated, "It's troublesome, I don't have any control over it. I do demand a certain amount of money and-if he's able to give it to me, he does."

This Detective went over the cash payments that were deposited into M.M.'s Trust account as payment towards the principal on the loan, and Mrs. Orazzi advised this Detective there are other principal loan payments that she received from Attorney Lucas that she gave directly to M.M. in cash that were not deposited into the Trust Account. Mrs. Orazzi provided this Detective with receipts signed by M.M. for additional cash principal payments that were paid to M.M. After reviewing the receipts provided by Mrs. Orazzi, it appears that as of December 28, 2021, the total balance due on the loan taken by Attorney Lucas was \$19,540.00.

Mrs. Orazzi indicated to this Detective that Attorney Lucas had taken loans from 3 other clients who he prepared legal documents for. She stated that Attorney Lucas borrowed money from his clients who will be referred to by their initials. B.T. who is in her 80's; S.H., who is in his 70's; and W.T. who is in his 70's. Mrs. Orazzi stated to this Detective that at one point she told Attorney Lucas she did not want to be involved with knowing about his loans, and she stated to this Detective "whatever he's doing, he's doing on his own, I'm not involved."

On January 6, 2022, this Detective interviewed B.T. who is an 89-year-old female. This interview was conducted in the presence of her son. B.T. relayed to this Detective that her father passed away in January 2008 and she hired Attorney Lucas to handle his estate. B.T. and her brother received an inheritance of approximately \$73,000.00. On August 1, 2016, B.T. and her husband hired Attorney Lucas to prepare their Wills. (This Detective learned that her husband passed away in 2021).

On August 9, 2016, Attorney Lucas called B.T. and her husband and asked if they would loan him \$20,000.00. Attorney Lucas informed them that he would pay 10% interest on the loan. Attorney Lucas provided them with a typed Loan Agreement dated August 9, 2016, between them and Eugene Daniel Lucas. The agreement is signed by them and Eugene Daniel Lucas. The agreement states that they will receive 10 checks from Eugene Daniel Lucas in the amount of \$2,000.00 payable to their Irrevocable Financial Trust beginning September 10, 2016, until the loan was paid in full. The loan agreement further states, "I have been Advised by Attorney Eugene Daniel Lucas about the desirability to seek independent counsel as he cannot represent me and have chosen not to do so." They agreed to loan Attorney Lucas the money and issued Check #7258 in the amount of \$20,000.00 payable to Eugene Daniel Lucas.

Attorney Lucas subsequently provided them with a pre-printed and undated Peoples Security Bank Check #1294 made payable to them in the amount of \$20,000.00 from account number ending in #2982. Eugene Daniel Lucas Attorney At Law, 1425 Green Ridge Street, Dunmore, Pa 18509 was printed in the upper left-hand corner of the check. Attorney Lucas told them to just hold onto the check until he pays the loan back. B.T. provided this Detective with a copy of the check. B.T. advised this Detective that on September 16, 2016, Attorney Lucas began making \$167.00 monthly cash interest payments on this loan to them, but to date, Attorney Lucas has not repaid any money towards the principal balance and still owed \$20,000.00 on this loan.

On August 23, 2016, Attorney Lucas invested approximately \$73,000.00 their money in an annuity with Allianz Insurance Company. Through investigation, this Detective learned that Attorney Lucas received commissions totaling \$5,200.00 for investments he made for B.T. in Allianz Insurance Company. B.T. advised this Detective that Attorney Lucas did not inform her that he had a professional relationship with Allianz Insurance Company whereby he would receive a financial benefit from this transaction.

On December 15, 2016, Attorney Lucas called them and asked if he can borrow an additional \$5,000.00. Attorney Lucas advised them that they would again make money on this loan because he would pay them 10% interest on the loan until the principal balance was paid in full. They agreed to loan Attorney Lucas the \$5,000.00 and issued Check #7245 in the amount of \$5,000.00 to Eugene Daniel Lucas. On February 16, 2017, Attorney Lucas issued a check in the amount of \$5,000.00 to them as payment in full on the principal of the loan.

On February 16, 2017, Attorney Lucas called them and asked if they would loan him an additional \$6,000.00, and he again informed them he would pay 10% interest on this loan until the loan was paid in full. They agreed to loan Attorney Lucas the \$6,000.00 and they issued Check #7386 dated February 16, 2017, in the amount of \$6,000.00 payable to Eugene Daniel Lucas. B.T. stated that also on February 16, 2017, Attorney Lucas gave her another undated Peoples Security Bank Check #2143 made payable to B.T. in the amount of \$6,000.00 from account ending in #2982, with the name Eugene Daniel Lucas Attorney At Law, 570-346-7090, 1425 Green Ridge Street, Dunmore, Pa 18509 printed in the upper left-hand corner of the check. Written on the memo line is "Loan 10% Interest". B.T. stated that just like the undated \$20,000.00 check, Attorney Lucas told her to just hold onto the check until he paid the loan. B.T. provided this Detective with a copy of the check.

B.T. stated that Attorney Lucas made the first cash interest payment on this loan in the amount of \$50.00 on September 16, 2017. On June 29, 2019, Attorney Lucas paid them \$1,000.00 towards the principal owed on this loan but has made no principal payments since that date. To date, Attorney Lucas owed B.T. \$5,000.00 towards the principal of this loan. B.T. stated to this Detective that Attorney Lucas continues to go to her house and pays her between \$42.00 and \$50.00 per month in cash interest. B.T. stated that around October 2021, Attorney Lucas told her that he is hoping to give her all the money he owes her shortly, depending on when he sells a house he owns. B.T. advised this Detective that she now believes Attorney Lucas deceived her into giving him the loans.

This Detective conducted a search of the Lackawanna County Register of Wills website and located documents for the Estate. The documents indicate B.T. was a beneficiary of the Estate filed in Lackawanna County, and that Eugene Daniel Lucas, ID #34844, 1425 Green Ridge Street, Dunmore, Pa 18509 is listed as the attorney of record.

On January 7, 2022, this Detective interviewed a 75-year-old male who will be referred to by the initials W.T. W.T. stated that in December 2011, his brother was very ill, in the hospital, and did not have a Will. His brother asked him to contact an attorney so he can prepare a Will, and W.T. looked in the telephone book and contacted Attorney Lucas. Attorney Lucas went to his brother's hospital room, met with his brother to gather information to prepare his Will, and subsequently prepared the Will. Once the Will was prepared, Attorney Lucas went back to W.T.'s brother's hospital room and had his brother sign the Will. W.T. was the sole beneficiary of his brother's estate and after his brother passed away, he received a six-figure inheritance from his brother's estate. W.T. stated that he also went to Attorney Lucas to prepare his taxes.

In 2012, Attorney Lucas called W.T. and asked if he would loan him \$20,000.00. Attorney Lucas told W.T. he would repay him 10% interest on the loan until the loan was paid in full. W.T. agreed to loan Attorney Lucas the \$20,000.00 and Attorney Lucas went back to W.T. approximately 4 more times asking for additional loans. W.T. ended up loaning Attorney Lucas approximately \$140,000.00 in total. These loans were requested and agreed upon at different dates and times, some with differing amounts of interest. However, the overarching agreement was that Attorney Lucas would make monthly payments on the principal on the loan and would also pay W.T. monthly interest payments on the loans until they are all paid in full. W.T. stated that he has copies of loan agreements prepared by Attorney Lucas that are signed by himself and

Attorney Lucas. W.T. stated that approximately 10 years has passed since he loaned Attorney Lucas the \$140,000.00, and Attorney Lucas still owes him over \$122,000.00 towards the principal and has not made any interest payments to him on the loan.

Approximately 6 or 7 months ago. W.T. telephoned Attorney Lucas and told him that they need to meet so W.T. can talk to Attorney Lucas about the large amount of money he owes W.T. W.T. told Attorney Lucas that over 10 years have passed, and Attorney Lucas still owes him over \$122,000.00 in principal and he has not paid him any of the interest payments as agreed. Attorney Lucas told W.T. that he owns different properties that he is going to sell soon, and he will repay W.T. once he sells the properties. W.T. told Attorney Lucas that he does not want to wait any longer to be repaid by Attorney Lucas and told him he wants the money now or he was going to contact an attorney. W.T. subsequently contacted Attorney Michael Cowley and advised him of the situation with Attorney Lucas and provided Attorney Cowley with copies of all paperwork relative to the loans that Attorney Lucas had taken from him.

This Detective conducted a search of the Lackawanna County Register of Wills records and discovered that W.T. is listed as the beneficiary in the Estate documents, and that Eugene Daniel Lucas, 1425 Green Ridge Street, Dunmore, Pa 18509 was listed as the attorney of record.

Further, on January 7, 2022, this Detective telephoned Attorney Michael Cowley and advised him that I had spoken with W.T. Attorney Cowley stated that W.T. called him, and they recently met. W.T. advised Attorney Cowley that Attorney Lucas represented his brother's estate and then requested several loans from W.T. Attorney Lucas prepared Loan Agreements between him and Eugene Daniel Lucas. Copies of these loan agreements were forwarded to this Detective by Attorney Cowley. The Loan Agreements are as follows:

- 1) Loan Agreement dated October 16, 2012, in the amount of \$30,000.00. The agreement states that the loan will be paid within 60 months and interest at the rate of 5% (\$566.14) per month would be paid.
- 2) Loan Agreement dated November 29, 2012, in the amount of \$20,000.00. The agreement states that the loan will be paid within 60 months and interest at the rate of 5% per month (\$377.43) would be paid.
- 3) Loan Agreement dated December 28, 2012, in the amount of \$20,000.00 for 72 months with an interest rate of 5%. This agreement indicates that this loan will be consolidated with the loan dated October 16, 2012, in the amount of \$30,000.00, and the loan dated November 29, 2012, in the amount of \$20,000.00. The total amount of the loan after the consolidation of the loans is \$70,000.00.
- 4) Loan Agreement dated July 3, 2014, in the amount of \$20,000.00 reflects that this loan will be consolidated with a group of smaller loans that Attorney Lucas took from W.T. including a loan dated August 28, 2013, in the amount of \$7,500.00; a loan dated October 29, 2013, in the amount of \$6,000.00, and a loan dated May 15, 2014, in the amount of \$6,500.00, bringing the total of amount of this loan to \$40,000.00.

- 5) Loan Agreement dated April 1, 2015, in the amount of \$30,000.00 to be repaid within 48 months, with interest payments at the rate of 6%.

The above loan agreements all contain the clause, "I have been Advised by Attorney Eugene Daniel Lucas about the desirability to seek independent counsel as he cannot represent me and have chosen not to do so."

On November 28, 2016, Attorney Lucas provided W.T. with 26 pre-written, dated, and pre-signed checks numbered in sequence from 6897 thru 6906 and 6910 thru 6925, all payable to W.T. in the amount of \$1,127.35 from Fidelity Bank account ending in #2612. These checks have Eugene Daniel Lucas, Attorney at Law, The Carriage House, 1425 Green Ridge Street, Dunmore, Pa 18509 printed in the upper left corner. The checks are dated 11/28/16; 12/28/16; 1/28/17; 2/28/17; 3/28/17; 4/28/17; 5/28/17; 6/28/17; 7/28/17; 8/28/17; 9/28/17; 10/28/17; 11/28/17; 12/28/17; 1/28/18; 2/28/18; 3/28/18; 4/28/18; 5/28/18; 6/28/18; 7/28/18; 8/28/18; 9/28/18; 10/28/18; 11/28/18; and 12/28/18. Attorney Lucas told W.T. to hold onto the checks as security until he made each cash payment to him. W.T. stated that Attorney Lucas gave him so many checks, and then took them back when he would consolidate new loans with old ones, and it caused a lot of confusion for W.T. as to how much Attorney Lucas owed him.

W.T. stated that at one point, he took one of the checks that Attorney Lucas gave him as security to Citizen's Bank where W.T. has an account and he cashed it. Shortly thereafter, he received a notice that the check bounced because there were insufficient funds in the account, and he was charged a service fee for the bounced check. W.T. notified Attorney Lucas about the bounced check and Attorney Lucas gave him a story about transferring his money out of this account and putting it into another bank. W.T. stated to this Detective that he believes that Attorney Lucas deceived him into believing that the checks he gave him would cover the loans in the event Attorney Lucas did not make the payments.

Further, Attorney Lucas provided W.T. with a Deed dated December 8, 2016, between Eugene Daniel Lucas, of the Borough of Blakely, County of Lackawanna and the State of Pennsylvania, Grantor and W.T., of the Borough of Dalton, County of Lackawanna and the State of Pennsylvania, Grantee. Attorney Lucas told W.T. that this Deed would act as partial security on the loan and stated if he does not repay the money, W.T. would own the property. W.T. never recorded this Deed. Further investigation revealed that Attorney Lucas had subsequently recorded a deed on June 21, 2017, dated March 29, 2017, transferring this property from himself to himself, rendering the deed provided to W.T. null and void.

W.T. stated that back in either 2012 or 2013, Attorney Lucas befriended him and took him for a ride and showed him apartments he owns and showed him his cabin in the Poconos. Attorney Lucas offered to let W.T. use his cabin whenever he wanted. Attorney Lucas told W.T. when he sold one of his properties, he was going to pay W.T. back on the loan. W.T. stated that he believed Attorney Lucas was going to repay the loan because all went well when he represented him with his brother's estate, so he felt he was a very capable attorney and trustworthy.

W.T. advised this Detective that Attorney Lucas has not made the agreed upon payments towards the principal on these loans and still owes him approximately \$122,000.00, and he has not made any of the agreed upon interest payments to W.T. W.T. also advised this Detective that Attorney Lucas made investments of his money into Allianz Life Insurance Company. Through investigation, this Detective learned that Attorney Lucas received commissions totaling \$44,483.87 for investments he made for W.T. in Allianz Insurance Company. W.T. advised this Detective that Attorney Lucas did not inform him that he had a professional relationship with Allianz Insurance Company whereby he would receive a financial benefit from these transactions.

On January 12, 2022, this Detective interviewed S.H. who is a 71-year-old male. S.H. relayed the following information to this Detective:

On October 8, 2012, his mother passed away. In November 2015, he hired Attorney Lucas because he and his mother were joint tenants on a stock, and he needed to have his mother's name removed so he can sell the stock. Shortly thereafter, Attorney Lucas contacted S.H. and asked if he would loan him \$5,000.00. Attorney Lucas advised S.H. he would pay him 10% cash interest on the loan. S.H. agreed to loan Attorney Lucas the \$5,000.00, and Attorney Lucas repaid the loan quickly.

Shortly after Attorney Lucas repaid the loan, he again contacted S.H. and asked if he would loan him an additional \$2,000.00 and offered to pay him 10% interest on the loan. S.H. agreed to loan Attorney Lucas the \$2,000.00. Attorney Lucas gave S.H. 2 checks, each in the amount of \$1,000.00 payable to S.H. Attorney Lucas told S.H. to hold onto the checks until he paid the money back in full. Attorney Lucas repaid the \$2,000.00 to S.H. and then took back the 2 \$1,000.00 checks. S.H. did not make a copy of the loan agreement that Attorney Lucas prepared for this loan or the 2 checks and believes Attorney Lucas took the loan agreement they both signed back from him the same time he took the 2 checks back once this loan was paid in full.

On October 27, 2016, Attorney Lucas requested another loan in the amount of \$5,000.00 from S.H. Attorney Lucas signed a loan agreement indicating he will repay the loan with 5 checks each in the amount of \$1,000.00 beginning November 21, 2016, and that Attorney Lucas will pay S.H. 10% interest on the loan until the loan is paid in full.

On November 10, 2016, Attorney Lucas requested another loan from S.H. for an additional \$3,000.00. Attorney Lucas signed a loan agreement indicating that he will pay 10% interest on the loan until the loan is paid in full. Attorney Lucas provided S.H. with Peoples Security Bank Check #2108 dated 11/10/16 in the amount of \$3,000.00 from account ending in #2982 with the name of Eugene Daniel Lucas, Attorney at Law, 570-346-7090, 1425 Greenridge Street, Dunmore, Pa 18509 printed in the upper left-hand corner, and told S.H. to hold onto the check as security until he pays the loan in full. S.H. provided this Detective with a copy of Check #2982.

The above loan documents contain the clause, "I have been Advised by Attorney Eugene Daniel Lucas about the desirability to seek independent counsel as he cannot represent me and have chosen not to do so."

Also on November 10, 2016, Attorney Lucas gave S.H. four (4) additional pre-dated, pre-signed checks totaling \$5,000.00. Attorney Lucas directed S.H. to just hold onto the checks as security until Attorney Lucas repays each amount. The checks are all written on an account ending in #2982 at Peoples Security Bank with the name Eugene Daniel Lucas, Attorney At Law, 570-346-7090, 1425 Greenridge Street, Dunmore, Pa 18509 written in the upper left corner of the checks. The checks are #2018 dated 12-08-16 in the amount of \$2,000; Check #2021 dated 01-21-17 in the amount of \$1,000.00; Check #2022 dated 02-21-17 in the amount of \$1,000.00; and Check #2023 dated 03-21-17 in the amount of \$1,000.00.

S.H. stated that Attorney Lucas befriended him and drove him to the Poconos and showed him a cabin he owns. Attorney Lucas gave him a key to the cabin and told him he can use it to go fishing any time he wanted. S.H. did go fishing there a couple times.

S.H. stated that Attorney Lucas goes to S.H.'s home to pay him the cash interest, and the interest was paid up to January 2022. As of this date, Attorney Lucas still owed S.H. a total of \$8,000.00 on the principal of these loans. S.H. stated that he believes Attorney Lucas deceived him into believing he would repay the \$10,000.00 loan by taking a smaller loan first and paying it off quickly leading him to believe Attorney Lucas was trustworthy and would pay off the larger loan.

This Detective conducted a search of the Lackawanna County Register of Wills website and located documents filed for the Estate. The documents indicate the Estate was filed in Lackawanna County, and that Eugene Daniel Lucas, 1425 Green Ridge Street, Dunmore, Pa 18509 is listed as the attorney of record.

Between October 2012 and January 26, 2017, Attorney Lucas has borrowed a total of approximately \$226,000.00 from the above-mentioned clients. As of January 31, 2022, Attorney Lucas still owed these clients a total of approximately \$175,000.00 in principal payments.

On February 1, 2022, this Detective was contacted by B.T.'s son who advised this Detective that on this date, Attorney Lucas went to the residence of B.T. and gave her 5 vacuum sealed clear plastic bags, each containing \$5,000.00. He stated that each bag had "5,000" hand-written on it in marker. On February 2, 2022, this Detective went to the residence of B.T. At that time, B.T.'s son opened each vacuum sealed bag in the presence of this Detective, and upon opening them, a strong musty odor consistent with a musty basement came from within each bag, making it clear that this cash was not from a bank but was being stored somewhere damp and was vacuum sealed to protect the cash. B.T. counted the cash in the presence of this Detective and confirmed there was a total of \$25,000.00 in cash. B.T. advised this Detective that Attorney Lucas told her not to deposit the cash in the bank because she would have to fill out a report.

On February 3, 2022, this Detective contacted S.H., and he advised this Detective that Attorney Lucas had contacted him earlier in the day, just before this Detective contacted him, and Attorney Lucas went to his house and paid him \$3000.00 in cash towards the principal owed of the loan. The balance owed by Attorney Lucas is now \$5,000.00.

This affiant was then in contact with Attorney Cowley, relative to W.T., and learned that on February 2, 2022, Attorney Lucas paid W.T. \$20,000.00 towards the principal of approximately \$122,000.00 that was owed to W.T.

Furthermore, this affiant learned that on February 2, 2022, Attorney Lucas deposited \$8,000.00 into the Special Needs Trust of M.M. towards the principal of the loan.

On February 4, 2022, the Lackawanna County District Attorney's Office executed sealed search warrants on 4 locations in relation to this investigation. During the execution of one of the search warrants at 1425 Green Ridge Street, Dunmore, Pa., the residence of Attorney Lucas and his wife Jill Lucas, approximately \$90,000.00 in cash was seized. Approximately \$85,000.00 of this cash was recovered from the front seat of a vehicle registered in the name of Eugene Daniel Lucas, that was parked on the property. This cash was packaged in vacuum sealed bags, one bag was marked as containing \$10,000.00, and the remaining bags were marked as containing \$5000.00. Attorney Lucas agreed to be interviewed and provided the following information (this is not intended to be a full account of all information provided by Attorney Lucas) – specifically that this money was from a loan he recently obtained from a client of his who will be identified as G.V., to make payments toward the principal amounts owed on the above-mentioned loans.

Prior to the execution of these warrants, this Detective had received information indicating that Attorney Lucas had become aware of this investigation, and he began contacting the above individuals and was making attempts to repay the loans.

On February 7, 2022, this Detective interviewed G.V. who is a 63-year-old female, and her husband, E.W. who is an 80-year-old male. E.W. stated that approximately 3 years ago, his wife became ill, and he hired Attorney Lucas to set up Trust Funds for his 2 daughters. Attorney Lucas suggested E.W. invest money in Allianz Life Insurance Company because there was a special wherein E.W. would receive 30% interest on his investment.

E.W. and G.V. sold their houses, and they moved into the house they're in now. They already had money invested in Allianz, and asked Attorney Lucas if he knew where they can invest the money they received from the sale of their properties. Attorney Lucas advised them that Allianz had another special and they would get 17% on the investment, so they agreed to invest an additional \$300,000.00 into Allianz Life Insurance Company. Through investigation, this Detective learned that Attorney Lucas received commissions totaling \$19,500.00 for investments he made for G.V. and E.W. in Allianz Insurance Company. They advised this Detective that Attorney Lucas did not inform them that he had a professional relationship with Allianz Insurance Company whereby he would receive a financial benefit from this transaction.

In November 2021, the couple was going on vacation, and they called Attorney Lucas. They advised Attorney Lucas that they had approximately \$200,000.00 in cash in a safe in the basement of their residence and told him they were worried about leaving that amount of cash at the house while they were away. (They advised this Detective that they stored the cash in vacuum sealed plastic bags because their basement was damp.) They asked Attorney Lucas if he knew where they could invest the cash and Attorney Lucas suggested they loan him the money and he would use the money to pay his children's student loans.

Attorney Lucas advised them that he owns a house that he rents, and he took them to that house, and told them he would give them the deed to this house as collateral. Attorney Lucas provided them with a Deed that was already prepared with G.V.'s name on it and said, you can have this house. They advised Attorney Lucas that they did not want the house, and Attorney Lucas then asked them to meet him at his Office located at 207-209 Lackawanna Avenue, Olyphant, Pa 18447. Attorney Lucas said here is the deed for my property at 207-209 Lackawanna Avenue Olyphant as collateral for the loan and provided them with an already prepared Deed containing G.V.'s name. Attorney Lucas advised them that all they would have to do is go to a lawyer to record the Deed. He also handed them approximately 60 checks, each in the amount of \$1,000.00 and payable to G.V., and each check signed with Attorney Lucas's name. Attorney Lucas advised them that they could cash a check each month as repayment for the loan, and they advised him they don't want the checks from him, and they don't want any of his properties as collateral because they trust him to repay the loan and told him they are going to take his word. G.V. stated to Attorney Lucas that if E.W. passed away, she would be left with a building and wouldn't know what to do with it.

On February 1, 2022, they agreed to loan Attorney Lucas \$150,000.00 in cash to pay his children's student loans, and they signed a loan agreement was that he pay them \$1,000.00 per month in cash as the principal payments, along with the 4% interest payment. Attorney Lucas informed them that there may be times when he would pay them around \$25,000.00 in cash, and that the loan would be repaid within 5 years because he intended on retiring in 5 years and selling everything he owns. G.V. asked Attorney Lucas how they would get repaid by him if Attorney Lucas passed away, and he told her that if he passed away before the loan was repaid in full, his wife would repay the loan to them. Attorney Lucas provided them with a loan agreement between Attorney Lucas and G.V. only. Neither E.W.'s nor Attorney Lucas's wife's name was on the agreement. Attorney Lucas told them he just wanted the loan agreement to be between him and G.V.

This Detective asked them if Attorney Lucas told them he was taking a \$150,000.00 loan from them because he was being investigated for taking large loans from clients and not paying them back, and they both stated if they knew that, they would never have loaned him the money.

This Detective showed them a picture of the \$25,000.00 cash in the vacuum sealed bags that Lucas gave to B.T. G.V. advised this Detective that was her writing on the bags, and they were in fact bags they gave to Attorney Lucas, and G.V. identified the writing on the bags as being in her handwriting.

On February 5, 2022, Attorney Lucas showed up at their residence and acted very excited and told E.W. he was in trouble with the DA's Office and advised him that their money was gone. E.W. asked Attorney Lucas what was going on, and Attorney Lucas stated that he hired a lawyer, and his private investigator was going to come to speak with them. He then said "I gotta go, I can't talk to you, don't call me, they may be tapping my phone". E.W. asked him what's going on and he said, "your money's gone, they took your money", and he quickly left without any further explanation. G.V. advised this Detective she feels like she was blindsided by Attorney Lucas.

G.V. and E.W. advised this Detective that Attorney Lucas befriended them, and shortly before the loan, Attorney Lucas took them to his fishing cabin at Peck's Pond and offered to let them use the fishing cabin whenever they wanted. While at the cabin, G.V. stated she liked a picture of an eagle and Attorney Lucas gave her the picture to keep. They knew he had a big house in Green Ridge, he has been an attorney for quite some time, and his children were professionals. He also spoke of an extravagant vacation his family was going on which led them to believe he was financially secure and that he was trustworthy to loan him the money.

Between February 2012 and February 2022, Attorney Lucas has borrowed a total of approximately \$376,000.00 from the above-mentioned clients, and to this Detective's knowledge, still owes these clients a total of approximately \$269,130.00 in principal payments. Attorney Lucas has engaged in acts of deception to secure these loans, and these acts of deception were relied upon by the individuals in making the decision to provide the loans to Attorney Lucas.

Based on the above, this Detective has established Probable Cause that there is a continuing course of conduct beginning in October 2012 and continuing to the present, where Attorney Lucas previously represented these individuals and/or their family members. Through the course of rendering professional legal services, Attorney Lucas would become aware of the amount of each beneficiary's inheritance and other financial information, and after acquiring this information, he befriended them and then requested loans from them. Attorney Lucas having gained his client's trust and engaging in deceptive acts, led them to believe he will repay the loans within a specified amount of time but failed to do so. For these reasons, I ask that a Warrant For Arrest be issued for Eugene Daniel Lucas.

I, DETECTIVE LISA BAUER, DULY SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

3-29-2022
DATE

Detect Lisa Bauer
DETECTIVE LISA BAUER
Lackawanna County District Attorney's Office

MARCH 29, 2022
DATE

[Signature] (SEAL)
ISSUING AUTHORITY

CERTIFIED FROM THE RECORD D

APR 10 2024

CLERK OF JUDICIAL RECORDS
MAURI B. KELLY

Exhibit

B

NAME: Eugene Daniel Lucas

22 C48154781482
CASE NO: 991, 1245
PLEA DATE: Feb 16, 2024

GUILTY PLEA COLLOQUY

You are present before this Court because you or your lawyer has stated that you wish to plead guilty to some or all of the criminal offenses which you have been charged. Please answer fully all of the questions on this document. If you do not understand any question, do not answer that question. If you do understand the question, you should answer "yes" or "no", or fill in another appropriate answer.

This is a sworn statement. After you have finished reading this form and filling it out, you should sign it on the last page, on the line that says "Defendant". You should also initial each page at the bottom, but only if you have read and have understood that page. If there is anything that you do not understand, you should tell your lawyer and the judge who hears your case, so that they can explain it to you fully, to make sure that you understand all your rights.

Most of these questions can be answered "yes" or "no". Where general information is requested, please answer fully.

1. What is your full name? EUGENE DANIEL LUCAS
2. Do you wish to plead guilty to the charges of 5 counts Theft
as laid out in the criminal action 22C48154781482
991, 1245
3. How old are you? 70
4. How far did you go in school? J. D. Graduate Degree
5. Do you read and write the English language? yes
5. (a) Have you had an opportunity to read the charges pending against you?
yes
5. (b) Therefore do you know exactly what you are charged with and what you are pleading to?
yes
6. Have you ever been in a mental institution or received treatment for a mental disease?
no
7. Have you had any alcoholic beverages or drugs within the last 24 hours?
no

CERTIFIED FROM THE RECORD D

APR 10 2024

CLERK OF JUDICIAL RECORDS
MAURI B. KELLY

Initials: [Signature]

8. Have you fully discussed your case with your attorney and are you fully satisfied that he knows all the facts of your case and has had sufficient time to look into any questions either he or you may have about this case? yes
8. (a) Are you satisfied with your attorney? yes
9. Do you understand that even though you are guilty or may be guilty you are presumed to be innocent, and you have the right to go to trial either before a judge or before a jury of 12 individuals and the Commonwealth must prove to the satisfaction of each and every one of the 12 jurors or to the satisfaction of the judge that you are guilty beyond a reasonable doubt? yes
9. (a) Do you understand that you and your attorney have a right to participate in the selection of a jury? yes
10. Do you understand that if you want to go to trial your attorney will be permitted to cross-examine the Commonwealth's witnesses and to call witnesses on your behalf, but if you plead guilty, you will lose the right to call witnesses or to cross-examine the Commonwealth witnesses? yes
11. Do you understand that by pleading guilty you are admitting that you did the things you are charged with and that if you plead not guilty, the Commonwealth cannot force you to take the stand and either admit or deny that you did the things you are charged with? yes
12. Do you understand that by pleading guilty you are giving up your right to appeal any question in this case except for those concerning the right of this Court to try you (jurisdiction over the subject matter) or the legality or propriety of the sentence imposed? yes
13. State specifically in detail any plea agreement with the District Attorney.
3 Felony counts theft
2 MISDEMEANOR - counts theft
Commonwealth will not invoke
penalty enhancements as a
result of victims age

13. (a) Has the District Attorney made any other promises to you in exchange for your guilty plea other than what is mentioned above? NO

13. (b) Have you been threatened or coerced in any manner to enter this guilty plea?
NO

13. (c) Are you entering this guilty plea of your own free will after discussing the merits of your case with your attorney? YES

14. Do you understand that the Court is not bound by the agreement you made with the District Attorney? YES

15. Do you understand that the maximum penalty to the charges you are pleading guilty to is:

3 counts - Felony 7 years 15,000
2 counts Misdemeanor 5 years 10,000

15. (a) If you are pleading guilty to more than one charge, do you understand that the judge may impose consecutive sentences? YES

If the answer to the preceding question is yes, state the total sentence that may be imposed on you. 31 years 165,000

15. (b) Do you understand that certain crimes carry mandatory minimum penalties?
NO MANDATORY

Did your attorney advise you that any mandatory penalties apply to your case?

If the preceding answer is yes, state the mandatory provisions that apply to your case.

16. The elements of the crime charged are as follows: take property did not belong to him

16. (a) Do you understand these are the elements of the crimes charges that you are pleading to?
YES

17. The District Attorney indicates this is what you did on the date of the crime charges.

took property and not belong
Did not handle it

18. Do you admit that you did the above stated act? yes

19. Are you aware, that if you are not a United States citizen, it is possible that you may face deportation by entering a guilty plea to these charge(s)? yes

19. (a) Are you a United States citizen? yes

20. Understanding the full meaning of the plea of guilty as stated above, do you still wish to plead guilty? yes

I affirm that I have read the above document in its entirety and have reviewed it with my attorney. I affirm that I am aware of the full implications of pleading guilty and nevertheless wish to plead guilty to the specified offense (s). I further affirm that my signature on this Guilty Plea Colloquy and initials on each page of this document are true and correct.

DATE: 2/16/24

[Signature]
DEFENDANT

I, PAUL WALKER, Attorney for Eugene Daniel Luchs

state that I have advised my client of the contents and meanings of the document; it is my belief she/he fully comprehends the implication of pleading guilty and is pleading guilty of his/her own free will.

[Signature]
Attorney for the Defendant

CERTIFIED FROM THE RECORD

APR 10 2024

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: 

Name: Jennifer E. Tobias

Attorney No. (if applicable): 82816