

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 3064 Disciplinary Docket No. 3
	:	
Petitioner	:	No. 68 DB 2024
	:	
v.	:	Attorney Registration No. 324175
	:	
ANTHONY DARNELL COX, JR.	:	(Dauphin County)
	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 18th day of July, 2025, upon consideration of the Verified Statement of Resignation, Anthony Darnell Cox, Jr., is disbarred on consent from the Bar of this Commonwealth. 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 07/18/2025

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	68 DB 2024
Petitioner	:	
	:	
v.	:	
	:	
ANTHONY DARNELL COX, JR.	:	Atty Reg. No. 324175
Respondent	:	
	:	(Dauphin County)

RESIGNATION
UNDER Pa.R.D.E. 215

Anthony Darnell Cox, Jr., 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 October 12, 2017. By Order of the Supreme Court of Pennsylvania dated July 26, 2024, he was placed on Temporary Suspension. His attorney registration number is 324175.
2. He desires to submit his resignation as a member of said bar.
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.

FILED
07/02/2025
The Disciplinary Board of the
Supreme Court of Pennsylvania

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/ ^{9C} has not retained, consulted with and acted upon the advice of counsel in connection with his decision to execute the within resignation.

5. He is aware that there is presently pending an investigation into allegations that he has been guilty of misconduct, the nature of which allegations have been made known to him by service of a letter requesting a statement of Respondent's position, Form DB-7, dated May 10, 2024, attached hereto as Exhibit "A."

6. He acknowledges that the material facts upon which Exhibit A is predicated are true.

7. He acknowledges that in addition to the allegations made known to him in Exhibit A, there is evidence that he has been engaging in the practice of law after entry of the July 26, 2024 Order placing him on temporary suspension.

8. He submits the within resignation because he knows that he could not successfully defend himself against the charges of professional misconduct set forth in Exhibit A.

9. He is fully aware that the 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).

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

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

12. 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), 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.

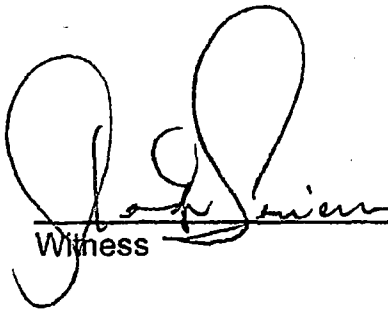
13. He is aware that the waiting period for eligibility to apply for reinstatement to the practice of law under Enforcement Rule 218(b) shall not begin until he files the verified statement of compliance required by Enforcement Rule 217(e)(1).

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 25 day of May, 2025.



Anthony Darnell Cox, Jr.



Witness

Exhibit

A

Thomas J. Farrell
Chief Disciplinary Counsel

Raymond S. Wierciszewski
Deputy Chief Disciplinary Counsel

District III Office
PA Judicial Center
601 Commonwealth Avenue, Suite 5800
P.O. Box 62675
Harrisburg, PA 17106
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THE DISCIPLINARY BOARD
OF THE
SUPREME COURT OF PENNSYLVANIA



OFFICE OF DISCIPLINARY COUNSEL
www.padisciplinaryboard.org

Counsel-in-Charge
Krista K. Beatty

Disciplinary Counsel
Kristin A. Wells
Marie C. Dooley
Nicholas K. Weiss
Jessica L. Chapman
Jennifer E. Tobias

May 10, 2024

PERSONAL AND CONFIDENTIAL

Via Certified Mail and Email

Anthony Darnell Cox, Jr., Esquire
c/o Law Office of Robert H. Davis, Jr.
4900 Janelle Drive
Harrisburg, PA 17112

bobsethics45@gmail.com

RE: Complaints of Office of Disciplinary Counsel, File Nos. C3-23-527, C3-24-146
DB-7 REQUEST FOR STATEMENT OF RESPONDENT'S POSITION

Dear Attorney Cox:

Please be advised that this inquiry has been initiated by the Office of Disciplinary Counsel ("ODC"), 601 Commonwealth Avenue, Suite 5800, Harrisburg, PA 17106, based upon your July 25, 2023 self-report letter and further investigation by ODC. It is important you understand that issuance of this letter means the complaints against you have survived this office's initial screening process; based upon the information currently available to us, it appears your alleged conduct may have violated the Pennsylvania Rules of Professional Conduct:

It is also important you understand that it is the obligation of our office to develop all information relevant to a complaint, including information which may justify or exonerate the alleged actions of the respondent-attorney or mitigate the seriousness of any violations that may have occurred. Since these complaints have survived our initial screening process you should retain or consult with counsel before submitting a statement of your position.

The alleged facts presently under consideration are as follows:

C3-23-527

1. In January 2022, you joined Eckert Seamans ("Eckert") as an associate.
2. Throughout your employment, you maintained a business separate from your employment at Eckert, named Cox Career Consulting ("CCC").
3. At all times relevant hereto, CCC was not registered with the Department of State.
4. During your employment with Eckert, you engaged in a scheme by which you took on clients for legal work, and accepted fees for legal services through CCC.

AMY LOMERSON

5. On or about February 14, 2022, you began representing Amy Lomerson in connection with a professional licensing matter.
6. You provided Ms. Lomerson with a fee agreement on behalf of Eckert.
7. On February 17, 2022, Ms. Lomerson paid a \$2,500 retainer via check made out to Eckert.¹
8. In or about October 2022, you began representing Ms. Lomerson in connection with a criminal matter, docketed at *Commonwealth of Pennsylvania v. Amy Lomerson*, Docket No. CP-35-CR-0002140-2022 (Lackawanna C.P.).
9. Upon information and belief, in connection with your representation of Ms. Lomerson in her criminal matter:
 - a. you failed to communicate, in writing, the basis or rate of the fee;

¹ While the check is dated February 17, 2021, this appears an error and it was issued on February 17, 2022.

b. Ms. Lomerson made direct payments to you, via your personal Venmo account, as follows:

- i. \$500 on December 28, 2022, labeled "legal fees",
- ii. \$500 on January 12, 2023, labeled "I got paid....it's not much, but want to give you something with every paycheck. Thank you!",
- iii. \$500 on January 25, 2023, labeled "Legal fees", and
- iv. \$500 on February 10, 2023, labeled "Legal fees."

- c. You failed to turn over the \$2,000 to Eckert;
- d. You failed to deposit the \$2,000 into an IOLTA account; and
- e. You failed to inform Ms. Lomerson, in writing, that you would not be depositing her payment into an IOLTA account.

10. On information and belief, you concealed from Eckert that you had agreed to represent Ms. Lomerson in her criminal matter in exchange for legal fees, which you failed to remit to the firm.

KATRINA WILLIAMS

11. On or about July 21, 2022, you began representing Katrina Williams in connection with a civil matter.

12. You provided Ms. Williams with a fee agreement of behalf of Eckert.

13. On or about July 26, 2022, Ms. Williams gave you a check for \$8,000 made out to "Eckert and Seaman Law Firm attn: Anthony Cox Esq." (sic).

14. You failed to turn over the check to Eckert, for deposit into their IOLTA account.

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15. Thereafter, you propositioned to Ms. Williams that you could represent her on the side for a smaller fee.

16. Ms. Williams agreed.

17. Upon information and belief, in connection with your representation of Ms. Williams outside of your employment with Eckert, you:

- a. failed to communicate to her, in writing, the basis or rate of the fee;
- b. charged and accepted direct payments from Ms. Williams;
- c. failed to turn over these payments to Eckert;
- d. failed to deposit these payments into an IOLTA account; and
- e. failed to inform Ms. Williams, in writing, that you would not be depositing her payments into an IOLTA account.

JANELLE GAN

18. You represented Janelle Gan prior to joining Eckert in connection with a professional licensing matter.

19. After joining Eckert, you continued representing Ms. Gan.

20. On February 11, 2022, you provided Ms. Gan with a fee agreement of behalf of Eckert.

21. During your representation, while employed by Eckert, you requested that Ms. Gan pay you \$1,500 via Venmo, ApplePay or PayPal.

22. On or about September 3, 2022, Ms. Gan paid you \$1,000, via Venmo.

23. You failed to turn over the \$1,000 payment to Eckert.

24. You failed to deposit the \$1,000 payment into an IOLTA account.

25. You failed to inform Ms. Gan, in writing, that you would not be depositing her payments into an IOLTA account.

BRIANA HARDIN

26. In or about February 2023, Briana Hardin sought Eckert for representation in connection with a professional nursing matter.

27. You requested that Ms. Hardin make payments directly to you, via Paypal.

28. You failed to communicate to Ms. Hardin, in writing, the basis or rate of the fee.

29. In or about February 2023, Ms. Hardin paid you \$1,000, via Paypal.

30. You failed to turn over the \$1,000 payment to Eckert.

31. You failed to deposit this money into an IOLTA account.

32. You failed to inform Ms. Hardin, in writing, that you would not be placing her payment into an IOLTA account.

33. On February 6, 2023, Ms. Hardin sent an email to you, stating she had decided to go a different direction.

34. Ms. Hardin requested you refund her payment.

35. On February 7, 2023, you replied to Ms. Hardin by email stating that you would process a full refund.

36. On February 14, 2023, Ms. Hardin emailed you again, asking for an update on her refund.

37. That same day, you responded that the refund was in process, you would try to expedite it, and if it was not done soon you would reimburse her out of your personal funds.

38. On February 21, 2023, Ms. Hardin emailed you again, asking if some of the money could be released to her as she had many financial burdens.

39. You replied to Ms. Hardin's email the same day, stating that your request was approved and you would release part of the money by the end of the week.

40. Your statements to Ms. Hardin were false and you knew they were false when made because there was no request to approve.

41. On February 27, 2023, you sent an email to Ms. Hardin stating that part of the money had been sent to her via Paypal.

42. On March 16, 2023, Ms. Hardin replied to you by email, thanked you for the partial refund of \$300 and asked when the remainder of the money would be released.

43. You responded to Ms. Hardin the same day. You apologized for the delay stating you were dealing with the death of your mother. You stated that the remainder of Ms. Hardin's funds would be sent to her over the weekend.

44. These statements were false and you knew they were false when made because your mother had not passed away.

45. You failed to send the remainder of the money over the weekend.

46. On March 26, 2023, you sent an email to Ms. Hardin stating that you were traveling back home for your mother's funeral but that she should be receiving the refund via Paypal within 48 hours.

47. These statements were false and you knew they were false when made because there was no funeral for your mother and you had not refunded the remainder.

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48. Via e-mail dated April 3, 2023, Ms. Hardin asked whether she was going to be refunded as you continued to promise.

49. You responded to Ms. Hardin's email that same day, stating:

- a. you had to jump through a number of hoops;
- b. you needed additional approval to issue a full refund;
- c. you did not have authority to do so on your own as you initially believed;
- d. you would refund her out of your own funds; and
- e. you were dealing with the death of your mother.

A true and correct copy of your emails to Ms. Hardin are attached hereto as Exhibit "A."

50. These statements were false and you knew they were false when made because you did not need additional approval to issue a full refund and your mother had not passed away.

51. Via e-mails dated April 3, 2023, you asked Ms. Hardin to send you the outstanding balance so you could refund her from your own money.

52. On April 4, 2023, you refunded Ms. Hardin an additional \$600.

53. To date, you have not refunded the last \$100.

PENNSYLVANIA AUCTIONEER ASSOCIATION

54. On or about February 8, 2022, you began representing the Pennsylvania Auctioneer Association ("PAA"), and provided PAA with a fee agreement of behalf of Eckert.

55. Via e-mail dated May 8, 2023, you stated to Kimberly Douglass, PAA's Executive Director, that:

- a. Eckert was increasing attorneys' hourly rate but had given you discretion to not increase the rate of two clients;

b. you chose PAA as one of your clients not to increase their rate because of their loyalty;

c. Eckert was requiring a \$5,000 retainer replenishment; and

d. you were including an invoice via PayPal.

56. Your statements were false and you knew they were false when made because Eckert was not increasing attorneys' hourly rate or requesting a \$5,000 retainer.

57. That same day, Ms. Douglass stated that she would pay via credit card that day or the next day and asked if any unused retainer would roll over to 2024.

58. In your response e-mail, you thanked her and assured her that any unused portion would roll over to 2024.

59. Seven minutes later, you sent Ms. Douglass another e-mail stating, "Since I am in the office today works best, but I am fine with whatever is easiest. Let me know it gives any issues. Anything unused will certainly rollover. Great question." (sic)

60. That same day, Ms. Douglass paid you \$5,000, labeled "Retainer Replenish," via the PayPal link you provided.

61. The invoice you provided PAA was from CCC and not Eckert.

62. The Paypal link you provided PAA was from "coxconsulting@yahoo.com" and not Eckert's Paypal.

63. You failed to turn over the \$5,000 payment to Eckert.

64. You failed to deposit the \$5,000 payment into an IOLTA account.

65. You failed to inform PAA, in writing, that you would not be placing its payment into an IOLTA account.

66. On or about June 30, 2023, Eckert contacted the PAA about an overdue invoice.
67. The PAA noted that they had replenished their retainer.
68. On July 5, 2023, during a Zoom conference call between you, Adam Shienvold, Esquire, and Timothy Coon, Esquire, you admitted to requesting \$5,000 from PAA and that Eckert had not requested that PAA replenish their retainer.
69. During that Zoom call, you assured Mr. Coon that there were no other instances of money paid directly to CCC.
70. You further assured Mr. Coon that you would refund the money to PAA.
71. Later that same day, you e-mailed Mr. Coon an alleged receipt purporting to be a refund to PAA of \$5,000 and stated, "Attached is proof of the refund that was issued."
72. The receipt did not include date, time or method of the alleged refund.
73. PAA did not receive a refund in the amount of \$5,000 that day.
74. On or about July 19, 2023, Patrick Morgan, PAA's Legislative/Legal Committee Chairman, called Mr. Coon and stated that they had not received a refund from you.
75. Shortly thereafter, you provided PAA with a personal check in the amount of \$5,000.
76. This check bounced due to lack of funds.
77. Mr. Morgan insisted that you provide the refund via cashier's check.
78. Via text message dated July 26, 2023, you sent Mr. Morgan a picture of check number 1666866, which was a PNC Bank cashier's check in the amount of \$5,100.
79. The remitter on the check listed "Jasmine Fedrick" and was signed by "Deborah Moran."

80. In Mr. Morgan's response the same day, he stated:

a. "That's pretty. Now please be 100% certain it gets into Bobs hands tonight.";

b. "Before 9:00."; and

c. "I just noticed that the remitter in the cashiers check is from Jasmine. Please send an email addressed to the PAA and sent to that email with a photo of the check stating this is a check to refund the invoice amount of \$5000 plus \$100 for administrative compensation."

81. You assured Mr. Morgan that you would and explained that PNC would not allow you to sign your name.

82. On or about July 28, 2023, PAA received the cashier's check.

ROSIE NORGREN

83. On or about February 11, 2022, you began representing Rosie Norgren in connection with a professional licensing matter, and provided her with a fee agreement of behalf of Eckert.

84. At some point during the representation, you requested that Ms. Norgren make payments directly to you.

85. Between August 2022 and May 2023, Ms. Norgren made direct payments to you via several web-based payment services, totaling \$13,750, as follows:

a. On August 23, 2022, \$300 via Venmo;

b. On August 25, 2022, \$200 via Venmo;

c. On August 26, 2022, \$200 via Venmo;

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- d. On March 5, 2023, \$1,000 via Venmo;
- e. On March 17, 2023, \$125 via Venmo;
- f. On March 24, 2023, \$125 via Venmo;
- g. On March 31, 2023, \$125 via Venmo;
- h. On April 7, 2023, \$125 via Venmo;
- i. On April 14, 2023, \$125 via Venmo;
- j. On April 21, 2023, \$125 via Venmo;
- k. On April 28, 2023, \$200 via Venmo;
- l. On May 3, 2023, \$5,500 via Venmo;
- m. On May 3, 2023, \$1,000 via Cashapp;
- n. On May 3, 2023, \$300 via Zelle;
- o. On May 4, 2023, \$2,000 via Apple Pay;
- p. On May 5, 2023, \$1,300 via Apple Pay;
- q. On May 10, 2023, \$1,000 via Apple Pay; and
- r. On May 25, 2023, \$200 via Cashapp.

86. In or about May 2023, you requested that Ms. Norgren give you money for a plane ticket so that you could visit your sick mother, which Ms. Norgren sent to you.

87. Upon information and belief, this statement was false and you knew it was false when made because you were not buying a plane ticket to visit your sick mother.

88. Upon information and belief, you did not pay back Ms. Norgren for the alleged plane ticket.

89. You failed to turn over the \$13,750 to Eckert.

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90. You failed to deposit this money into an IOLTA account.

91. You failed to inform Ms. Norgren, in writing, that you would not be placing her payments into an IOLTA account.

BRANDON POPE

92. On or about January 25, 2023, you began representing Brandon K. Pope in connection with a professional licensing matter, and provided him with a fee agreement of behalf of Eckert.

93. Mr. Pope made several payments to you via Paypal, totaling \$11,505.41:

- a. On January 1, 2023, \$5,145.30;
- b. On January 17, 2023, \$309.00;
- c. On January 25, 2023, \$1,009.30;
- d. On January 28, 2023, \$206.10;
- e. On February 1, 2023, \$514.80;
- f. On February 2, 2023, \$514.80;
- g. On February 5, 2023, \$228.68;
- h. On February 9, 2023, \$489.08;
- i. On February 13, 2023, \$400.00;
- j. On February 15, 2023, \$463.35;
- k. On February 15, 2023, \$1,200.00;
- l. On February 18, 2023, \$400.00;
- m. On March 5, 2023, \$100.00;
- n. On May 24, 2023, \$225.00; and

- o. On June 15, 2023, \$300.00.
- 94. You failed to turn over any of these payments to Eckert.
- 95. You failed to deposit this money into an IOLTA account.
- 96. You failed to inform Mr. Pope, in writing, that you would not be placing his payments into an IOLTA account.
- 97. Upon information and belief, you have requested additional payments from Mr. Pope in addition to the payments mentioned in paragraph 93.
- 98. Upon information and belief, you charged Mr. Pope for work you failed to perform.

JANELLE BALES

- 99. In or about May or June 2023, you began representing Janelle Bales.
- 100. Upon information and belief, you failed to communicate to her, in writing, the basis or rate of the fee.
- 101. Ms. Bales paid you a retainer of \$2,000, via your personal Venmo.
- 102. You failed to turn over this payment to Eckert.
- 103. You failed to deposit this money into an IOLTA account.
- 104. You failed to inform Ms. Bales, in writing, that you would not be placing her payment into an IOLTA account.
- 105. Via e-mail dated June 2, 2023, Ms. Bales requested that you refund her retainer as she had decided to go in a different direction.
- 106. In your response that same day, you asked what was going on and offered to waive the rest as you did not want to create a financial burden for Ms. Bales.

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107. Upon information and belief, you failed to refund Ms. Bales' retainer.

TIMOTHY WHITED

108. Via e-mails dated March 9, 2023, Teresa Moore asked whether you worked on Domestic Relation and child support issues or knew somebody who did and explained that her son, Timothy Alan Whited, needed representation.

109. In your response that same day, you indicated that you could handle the case depending on the complexity.

110. Thereafter, you called Mr. Whited and agreed to represent him.

111. Upon information and belief, you failed to communicate to Mr. Whited, in writing, the basis or rate of the fee.

112. Via e-mail dated March 11, 2023, you stated to Ms. Moore that you had forgotten to quote Mr. Whited \$2,000 but were willing to accept \$1,500.

113. Upon information and belief, you received an initial payment from Ms. Moore.

114. On October 3, 2023, Ms. Moore sent you an e-mail stating that she was finally able to pay you the \$1,300 she owed you and she would be sending it via Paypal.

115. That same day, Ms. Moore sent you \$1,300 via Paypal.

116. You failed to turn over the payments to Eckert.

117. You failed to deposit the payments into an IOLTA account.

118. You failed to inform Ms. Moore or Mr. Whited, in writing, that you would not be placing their payments into an IOLTA account.

KATE HANLEY

119. On or about June 14, 2022, Kate Hanley retained you in connection with her

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professional licensing matter and signed a fee agreement of behalf of Eckert.

120. Shortly thereafter, Ms. Hanley paid a retainer of \$3,500.

121. Via e-mail dated August 18, 2022, you sent Ms. Hanley an invoice and stated, "Your \$3,500.00 retainer is being applied to this balance, making your balance \$2,992.50.

122. Via e-mail dated February 1, 2023, your supervisor, Bridget Montgomery, Esquire, noted that the August 2022 invoice was unpaid, there remained a balance of \$6,492.50, and asked why the client had not paid.

123. In your e-mail response that same day, you stated that the client had finished her Pennsylvania Nurse Peer Assistance Program ("PNAP") program and PNAP was in the process of issuing a check to pay her bill, and you would follow up with PNAP regarding the status of the check.

124. This statement was false and you knew it was false when made because PNAP does not pay legal fees for nurses who complete their program.

125. Upon information and belief, Ms. Hanley paid you directly.

126. Upon information and belief, you failed to turn over this money to Eckert.

127. Upon information and belief, you failed to deposit this money into an IOLTA account.

128. Upon information and belief, you failed to inform Ms. Hanley, in writing, that you would not be placing her payments into an IOLTA account.

DANIEL SCHMIDT

129. Via e-mail dated March 1, 2023, Daniel Schmidt asked if you handled a specific type of case.

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130. You stated that you could handle the matter through your consulting company and, should there be need for litigation, you would then open a file through the firm.

SHALISA BRUNSON

131. On June 21, 2023, Shalisa Brunson, Esquire, sent an e-mail to the Pennsylvania Bar Association Minority Bar Committee ("PBA-MBC") seeking recommendations for an estate attorney who practiced in or around Philadelphia.

132. That same day, you replied stating that you did some estate work in the Philadelphia area and offered to do the work via CCC to keep costs low.

133. Upon information and belief, this statement was false and you knew it was false when made because you did not do estate work in the Philadelphia area.

CHEYANNE HORNE

134. On or about January 28, 2024, Cheyanne Horne made a post on the Facebook page "*Ask the Lawyers*" *Legal Forum (Lawyer2Lawyer Network)* Pa., NJ., Del., seeking representation in a fertility matter and in a discrimination matter.

135. You responded to her post offering your services.

136. You sent her your Biography page from when you were employed by Eckert, via Facebook Messenger.

137. For the fertility matter, you quoted her \$2,500 to walk her through the steps she would have to take in that matter.

138. For the discrimination matter, you quoted her a \$750 retainer and 20% of the proceeds if she won.

139. During your conversation, you insisted that she send you \$750 via CashApp before sending her a fee agreement.

140. Ms. Horne stated that she did not feel comfortable moving forward without a contract in place.

141. In response, you provided a one-paragraph letter stating that Ms. Horne would pay \$750 up front and would pay you 20% of the award if she won the case.

142. Ms. Horne decided not to move forward with your representation.

PAYMENT REQUESTS

143. On June 2, 2022, you sent a text message to Arlene Marshall-Hockensmith, Esquire, asking her for money because you were on a trip and forgot your wallet.

144. Via e-mail dated June 2, 2022, Ms. Marshall-Hockensmith asked you whether you had texted her phone.

145. You responded that same day, confirming that you had texted her and thanked her for ensuring that it wasn't a scam.

146. Ms. Marshall-Hockensmith stated that she only had Paypal.

147. In your response e-mail, you stated that Paypal worked because you could transfer to your CashApp card.

148. Ms. Marshall-Hockensmith sent you \$100.00 via Paypal.

149. Upon information and belief, your statement was false you knew it was false when made because you were not on a trip.

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150. Via e-mail dated June 14, 2022, you asked Rodney Akers, Esquire, to lend you some money because that you were on a work trip, left your regular card, and only had your CashApp card.

151. That same day, upon receiving no response, you apologized for bothering Mr. Akers with this issue.

152. Mr. Akers did not respond.

153. Later that day, you sent another e-mail to Mr. Akers noting that you were able to get things taken care of.

154. Your statements to Mr. Akers were false and you knew they were false when made because you were not on a work trip.

155. Via e-mail dated June 15, 2022, you asked the Honorable Judge Stella Tsai to lend you money because you were on a work trip, left your regular card, and only had your CashApp and PayPal cards.

156. That same day, upon receiving no response, you apologized for using e-mail because it could have been perceived as a scam.

157. In Judge Tsai's response she suggested that you reach out to the firm since you were on a work trip.

158. You responded thanking her and saying that you would do that.

159. Your statements were false and you knew they were false when made because you were not on a work trip.

160. During your representation of Dr. Michelle Miele, you requested money from her for an Uber ride.

161. After departing from Eckert, you contacted Dr. Miele again and asked for money for a relative who needed surgery and you stated that the doctors would not perform the operation without advance co-pay payments.

162. You also asked Dr. Miele that she help you get her insurer to send you checks for legal services rendered while you were at Eckert.

163. Upon information and belief, your statements to Dr. Miele were false and you knew they were false when made because you did not have a relative on whom the doctors refused to perform without advance co-pay payments.

DONATION SOLICITATIONS

164. In 2022, you were a Co-Chair of the PBA-MBC.

165. During the month of May 2022, you sent a solicitation to members of the PBA-MBC to donate funds to "obtain a memorial and resolution" for Mike Sand, who passed away.

166. You collected payments via Venmo, CashApp, PayPal, and/or personal checks from several individuals, including, but not limited to:

- a. Brenda Marrero;
- b. Katherine Kennedy;
- c. Judge Stella Tsai;
- d. Su Ming Yeh;
- e. LaToya Winfield Bellamy;
- f. Sharon Lopez;
- g. Wesley Payne;
- h. Jennifer Ellis;

- i. Marisa Lattimore;
- j. Phillip Yoon;
- k. Tyesha Miley; and
- l. Mike Reed.

167. Upon information and belief, you failed to remit the entirety of the money collected to PBA-MBC for its intended purpose.

MISCELLANEOUS

168. On July 5, 2023, Eckert terminated your employment and asked that you self-report your misconduct to ODC.

169. Thereafter, you began operating as a solo legal practitioner, under the business name, Cox Law Group ("CLG").

170. Since July 5, 2023, you have continued to solicit new clients to your law practice and you have accepted payments from clients, for legal fees.

171. "Cox Law Group" is not a business name registered with the Pennsylvania Department of State.

172. Upon information and belief, you have not reported your earnings from CLG to the Internal Revenue Service or Commonwealth of Pennsylvania Department of Revenue, and you are not paying taxes on any income earned through CLG.

173. Upon information and belief, you have not reported earnings from CCC to the Internal Revenue Service or Commonwealth of Pennsylvania, Department of Revenue, and you are not paying taxes on any income earned through CCC.

174. Your actions as described above constituted comingling.

175. Your actions as described above constitute criminal and fraudulent behavior.

Complaint of Office of General Counsel C3-24-146

176. On or about February 10, 2022, James E. Devinney, Jr., retained you in connection with a matter before the State Board of Massage Therapy and you provided him with a fee agreement of behalf of Eckert.

177. By Order dated October 31, 2022, Mr. Devinney's license to practice massage therapy was revoked and a civil penalty was imposed in the amount of \$16,500, plus costs of investigation of \$5,703.11, payable within 30 days.

178. The Order further directed that the civil penalty be paid via certified check, attorney's check or U.S. Postal Service money order.

179. On January 18, 2023, via PayPal, Mr. Devinney paid over to you \$20,000. The amount was to be applied toward payment of his debt, pursuant to the October 31, 2022 Order.

180. You accepted the funds from Mr. Devinney with the understanding that you would pay over the funds in satisfaction of Mr. Devinney's civil penalty and costs.

181. You failed to deposit Mr. Devinney's \$20,000 into a trust account.

182. You failed to remit Mr. Devinney's funds to the State Board of Massage Therapy.

183. On information and belief, you misappropriated the funds for your own personal use.

184. On or about January 31, 2023, Thomas M. Davis, Counsel for the State Board of Massage Therapy, sent you a letter stating that they had not received payment from Mr. Devinney.

185. Via e-mail dated February 2, 2023, you stated to Mr. Thomas, that you had received the civil penalty and cost of investigation letter, that Mr. Devinney was sending you a check for partial payment and asked for an extension for the remainder.

186. This statement was false and you knew it was false when made because Mr. Devinney had already remitted \$20,000 to you, via PayPal.

187. Via e-mail dated February 3, 2023, Mr. Thomas replied, stating that it was possible to get an extension and to let him know when the check was in your possession.

188. Via email dated February 28, 2023, you stated to Mr. Thomas that Mr. Devinney's check was in your possession and you would be placing it in the mail.

189. That same day, Mr. Thomas asked you how much was being paid and whether a payment plan was needed.

190. You responded, stating that \$15,000 was being paid and you needed a payment plan for the remainder.

191. On March 28, 2023, you emailed Mr. Thomas, stating that you had mailed the check.

192. That same day, Mr. Thomas responded that he would let you know when he received it.

193. Your statement was false and you knew it was false when made because you had not mailed the check.

194. On May 22, 2023, Mr. Thomas emailed you stating that he had not received your March 28, 2023 check. He asked whether you had sent it via certified mail and whether you had a tracking number.

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c/o Robert H. Davis, Jr., Esq.
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195. You responded to Mr. Thomas by email that same day, stating that you did not send the check via certified mail. You assured him that you would "reissue an attorney check today," send it via certified mail, and send him the tracking information.

196. In your response, you further noted that you believed Mr. Devinney had made a payment via the Pennsylvania Licensing System ("PALS") and, thus, your check should clear any remaining balance.

197. Your statement was false and you knew it was false when made because Mr. Devinney had not made a payment through PALS.

198. That same day, Mr. Thomas informed you that there was no payment showing in the PALS system.

199. You immediately responded thanking him and stating that you would check on that.

200. On or about July 11, 2023, after failing to receive payment, despite your continued promises, or further communication, the matter was referred to the Office of Attorney General ("OAG") for collection.

201. On or about July 19, 2023, you sent to OAG check number 101 in the amount of \$22,203.11, drawn on your personal PNC Bank account with the notations "attorney check" and "Jim Devinney (#446843)."

202. The check was dishonored and returned, for insufficient funds.

203. On or about August 23, 2023, you sent to OAG check number 103 in the amount of \$22,203.11, drawn on your personal PNC Bank account with the notation "Jim Devinney (#446843)."

204. The check was again dishonored, and returned for insufficient funds.

205. On or about October 2, 2023, you sent to OAG check number 313 in the amount of \$22,203.11, drawn on your personal PNC Bank account with the notation "Devinney 446843" but you wrote "twenty-two thousand two hundred 11/100," which did not match with the numerical amount written.

206. On or about October 5, 2023, Mr. Devinney paid you the remaining balance of \$2,203.11, via check number 661, drawn on his PNC Bank account.

207. You failed to deposit this payment into a trust account.

208. You failed to remit this payment to the State Board of Massage Therapy or the OAG.

209. On October 19, 2023, Melissa Van Eck, Chief Deputy Attorney General, called you and expressed concern with your inability to remit payment.

210. During that call, you agreed to remit a cashier's check in the amount of \$22,203.11 no later than October 27, 2023 and send a tracking number.

211. Via e-mail that same day, Ms. Van Eck memorialized your phone conversation and agreement.

212. In your response that same day, you stated, "Received. Thank you. I will get right on this."

213. You failed to remit payment by October 27, 2023.

214. Via e-mail dated October 31, 2023, Ms. Van Eck stated to you that:

a. you had failed to remit payment as promised;

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- b. Mr. Devinney had informed both the Department of State and the OAG that he had given you \$22,203.11 with instructions to remit payment to the OAG;
- c. the check dated July 19, 2023 did not appear to be from an IOLTA account;
- d. the July 19, 2023 check had insufficient funds;
- e. the check dated August 23, 2023 did not appear to be from an IOLTA account;
- f. the August 23, 2023 check had insufficient funds;
- g. the check dated October 2, 2023 did not appear to be from an IOLTA account; and
- h. the October 2, 2023 check had a dollar amount that did not match the written amount.

215. Via reply e-mails that same day, you stated:

- a. "The check is going out this Thursday with tracking. I promise. I had a family emergency, death of mother and was suddenly out for a few days."
- b. "I apologize for the delay in updating you. I suddenly lost my mother, not an excuse. But I am traveling back to Harrisburg from service and promise that it would go out Thursday and I will send tracking to you. My apologies again."
(sic)

A true and correct copy of your emails to Ms. Van Eck are attached hereto as Exhibit "B."

216. Your statements were false and you knew they were false when made because your mother had not passed and there was no service.

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c/o Robert H. Davis, Jr., Esq.
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217. In or about November 2023, you sent the OAG a certified check remitting full payment on behalf of Mr. Devinney.

If the above allegations are true, we are concerned that you have violated the following Rules of Professional Conduct: RPC 1.5(b); RPC 1.15(b); RPC 1.15(c); RPC 1.15(e); RPC 1.15(i); RPC 1.15(l); RPC 1.16(a)(1); RPC 1.16(a)(2); RPC 1.16(d); RPC 4.1(a); RPC 8.4(b); and RPC 8.4(c).

The Office of Disciplinary Counsel will make no recommendation for the disposition of this complaint until you have been afforded an opportunity to state your position with respect thereto within fifteen (15) days of the date of this letter. Please note that failure to respond to this request for your statement of position without good cause is an independent ground for discipline pursuant to Rule 203(b)(7) of the Pennsylvania Rules of Disciplinary Enforcement. The Office of Disciplinary Counsel will only agree to a limited extension of the fifteen-day deadline when the request is made for specific reasons constituting good cause. If you do not respond or provide good cause for failing to respond within fifteen (15) days, the Office of Disciplinary Counsel may seek to impose discipline for your violation of Pa.R.D.E. 203(b)(7).

Please be assured that we are not prejudging the alleged facts and charges nor are we an advocate on behalf of the complainant. Rather we are conducting an impartial and unbiased investigation with regard to this complaint. In that regard, we will attempt to verify the statements in your answer just as we do with the statements made to us by the complainant. For this reason, and because a lawyer can be subject to discipline for making a materially false statement or deliberately failing to disclose a material fact in connection with a disciplinary matter, you should be careful to be accurate in your factual statements. Additionally, as previously stated, you may wish to consult with counsel before replying to the allegations.

In any reply that you make, please chronologically and specifically state your account of the events and include copies of any particularly pertinent documents to which you refer. Generally, it is most helpful if your response deals item-by-item with the allegations contained in the numbered paragraphs in this letter, as well as with the cited Rules.

In addition to any response, and even if you choose not to respond, please provide the following within fifteen (15) days of the date of this letter:

- 1) Provide a complete accounting of all funds provided to you by Brandon Pope from January 1, 2023 to present.
- 2) Provide a complete accounting of all funds provided to you by Briana Hardin from February 1, 2023 to present.

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c/o Robert H. Davis, Jr., Esq.
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- 3) **In connection with the collection of funds in your capacity as co-chair for the Minority Bar Committee of the Pennsylvania Bar Association, as a result of the passing of Mike Sands, please provide:**
- a. **copies of all correspondence regarding the collection of funds for this purpose, where not already previously provided;**
 - b. **copies of records showing all payments made to you in your capacity as co-chair; and**
 - c. **proof of payment of all funds collected in 4(b) to the Pennsylvania Bar Association to be used for the intended purpose.**

Please be advised that §85.13 of the Disciplinary Board Rules requires that any response to this letter:

... that contains an averment of fact not appearing of record or a denial of fact shall include or be accompanied by a verified statement signed by the respondent-attorney that the averment or denial is true based upon knowledge or information and belief. The respondent-attorney need not aver the source of the information or expectation of ability to prove the averment or denial. The verified statement may be based upon personal knowledge as to a part and upon information and belief as to the remainder.

If we do not hear from you within fifteen (15) days, we will assume you do not desire to submit your position with respect to this complaint and can proceed to make our recommendation for appropriate disposition on the basis of the information and material contained in our file, including your failure to respond in violation of Rule 203(b)(7), Pa.R.D.E. We would certainly prefer to have the benefit of your position before making our recommendation.

Keep in mind that we may provide the complainant with a copy of your statement of position or a summary of it for the express purpose of obtaining a replication, unless you request that the content of your answer, either in total or in part, not be revealed and state reasons therefor which represent good cause. If we do provide the complainant with a copy or summary of your position, we will remind the complainant of the confidentiality of our inquiry.

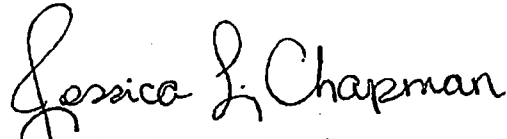
If you have any questions, you or your counsel should not hesitate to contact this office.

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c/o Robert H. Davis, Jr., Esq.
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Thank you for your anticipated cooperation and assistance in this important matter. We look forward to receiving your response.

Very truly yours,

OFFICE OF DISCIPLINARY COUNSEL

A handwritten signature in black ink that reads "Jessica L. Chapman". The signature is written in a cursive style with a large, looped initial "J".

Jessica L. Chapman, Esquire
Disciplinary Counsel, District III

JLC

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Exhibit A

From: Anthony D. Cox, Jr.
Sent: Mon 4/3/2023 1:40 PM
To: 'Briana Hardin'
Subject: RE: [External] Re: [EXTERNAL] Please give me an update

I had to jump through a number of hoops, so I apologize.

AC

From: Anthony D. Cox, Jr.
Sent: Monday, April 3, 2023 1:38 PM
To: Briana Hardin <bhardin2022@gmail.com>
Subject: RE: [External] Re: [EXTERNAL] Please give me an update

Briana,

I apologize for the delay. I learned that I had to receive additional approval to issue a full refund. It thought it was something I had authority to do on my own, but I did not. I did request that approval and believe I am going to receive it.

Just to prevent any further delay and to ensure you can proceed forward as you please, I will just paypal you out of my own money and reimburse myself. I will ensure you get that immediately. I'll send you a paypal echeck from my personal money as soon as I get to my mother's home today.

Please excuse the delay. I have been dealing with the death of my mother as well and balancing a number of things.

From: Briana Hardin <bhardin2022@gmail.com>
Sent: Monday, April 3, 2023 1:34 PM
To: Anthony D. Cox, Jr. <acox@eckertseamans.com>
Subject: [External] Re: [EXTERNAL] Please give me an update

Anthony,
I have not received any money back as you have continued to say will be sent. Please inform me of what is going on and when the money will be returned? Or if it will not be returned then simply tell me that.
Thank you
Briana Hardin

On Thu, Mar 16, 2023 at 7:32 PM Anthony D. Cox, Jr. <acox@eckertseamans.com> wrote:

The rest of the money will be sent through the weekend. My apologies for delay. My mother passed away and have been out attending to that.

ECKERT
ATTORNEYS AT LAW

Anthony D. Cox,
Jr.
Associate
Eckert Seamans Cherin & Mellott, LLC
213 Market St. 8th Floor | Harrisburg, PA 17101

From: Anthony D. Cox, Jr.
Sent: Mon 4/3/2023 2:02 PM
To: 'Briana Hardin'
Subject: RE: [External] Re: [EXTERNAL] Please give me an update (outstanding amount)

Briana,

I left you a voicemail. Send me the outstanding amount when you get a chance. I want to make sure I send the accurate amount. I am going to do so out of my personal account. Thank you.

From: Anthony D. Cox, Jr.
Sent: Monday, April 3, 2023 1:47 PM
To: 'Briana Hardin' <bhardin2022@gmail.com>
Subject: RE: [External] Re: [EXTERNAL] Please give me an update (outstanding amount)

As background, this was something I was not allowed to generally do, but I worked to jump through hoops because I wanted to be able to refund you. I am going to send you the money from my personal account and I will deal with the Backoffice on my end and if they won't refund me that is fine, but at least you will have your money back.

Please send me the amount that is still outstanding. Thank you.

From: Anthony D. Cox, Jr.
Sent: Monday, April 3, 2023 1:41 PM
To: Briana Hardin <bhardin2022@gmail.com>
Subject: RE: [External] Re: [EXTERNAL] Please give me an update

I had to jump through a number of hoops, so I apologize.

AC

From: Anthony D. Cox, Jr.
Sent: Monday, April 3, 2023 1:38 PM
To: Briana Hardin <bhardin2022@gmail.com>
Subject: RE: [External] Re: [EXTERNAL] Please give me an update

Briana,

I apologize for the delay. I learned that I had to receive additional approval to issue a full refund. It thought it was something I had authority to do on my own, but I did not. I did request that approval and believe I am going to receive it.

Just to prevent any further delay and to ensure you can proceed forward as you please, I will just paypal you out of my own money and reimburse myself. I will ensure you get that immediately. I'll send you a paypal echeck from my personal money as soon as I get to my mother's home today.

Please excuse the delay. I have been dealing with the death of my mother as well and balancing a number of things.

From: Briana Hardin <bhardin2022@gmail.com>
Sent: Monday, April 3, 2023 1:34 PM
To: Anthony D. Cox, Jr. <acox@eckertseamans.com>
Subject: [External] Re: [EXTERNAL] Please give me an update

Anthony,

Exhibit B

From: "Van Eck, Melissa L." <mvaneck@attorneygeneral.gov>
Sent: Wed 11/1/2023 10:55 AM
To: "jim35@live.com" <jim35@live.com>
Subject: FW: [EXTERNAL] Re: James Devinney File No. 446843

Melissa L. Van Eck
Chief Deputy Attorney General
Civil Law Division-Financial Enforcement Section
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, PA 17120
(717) 787-5176 Direct
(717) 574-3921 Cell

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From: Anthony Cox <antcjr92@yahoo.com>
Sent: Tuesday, October 31, 2023 12:19 PM
To: Van Eck, Melissa L. <mvaneck@attorneygeneral.gov>
Cc: Silks, Tyler M. <tsilks@attorneygeneral.gov>
Subject: [EXTERNAL] Re: James Devinney File No. 446843



CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I apologize
for the
delay in
updating

you. I suddenly lost my mother, not an excuse. But I am traveling back to Harrisburg from service and promise that it would go out Thursday and I will send tracking to you.

My apologies again.

Anthony D. Cox, Jr., Esq.

On Tuesday, October 31, 2023, 12:12 PM, Anthony Cox <antcjr92@yahoo.com> wrote:

Good afternoon,

The check is going out this Thursday with tracking. I promise. I had a family emergency, death of mother and was suddenly out for a few days.

Anthony D. Cox, Jr., Esq.



The
DISCIPLINARY BOARD
of the Supreme Court of Pennsylvania

**Your Pennsylvania Bar
License Is at Risk.**

Take Action. The Office of Disciplinary Counsel of the Pennsylvania Disciplinary Board has opened an investigation into potential ethical violations that you may have committed.

Disbarment Is a Real Risk. Over 30 Pennsylvania attorneys are disbarred every year, and even more are suspended from the practice of law. Even if this case does not seem substantial, an adverse finding can be used against you in a future case, increasing your chances of severe discipline.

Reduce Your Risk. Share your side of the story and mitigation evidence. Early intervention can also minimize the costs of the discipline process. Failure to respond appropriately to a disciplinary investigation can itself be grounds for discipline.

Do Not Assume You Can Handle This Yourself. Professional discipline is a complex area of practice, with its own rules of procedure. Experienced counsel can help you navigate the process, provide an objective evaluation, and negotiate a favorable resolution.

Representation Can Help. The Office of Disciplinary Counsel has found that attorneys who are not represented during the discipline process are at risk for more severe discipline as compared with attorneys who are represented by counsel.

Attorneys Are Available to Help You. In Pennsylvania there is a robust group of attorneys who specialize in professional discipline cases. Contact your local bar association for referral information. Your professional liability insurance may cover some of the cost of representation.

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: Jessica L. Chapman

Name: Jessica L. Chapman, Disciplinary Counsel

Attorney No.: 323038