

STATE OF MAINE

MAINE SUPREME JUDICIAL COURT

Docket No. BAR 14-8

BOARD OF OVERSEERS OF THE BAR
Plaintiff

v.

ORDER & DECISION
M. Bar R. 13(g)(4)

ANDREWS BRUCE CAMPBELL, Esq.
of Bowdoinham, ME
Me. Bar #001344
Defendant

This disciplinary matter concerns Grievance Complaints filed by Catherine A. Gero, Matthew Fleury, and Wanda Moulton against Attorney Andrews B. Campbell, Bar # 1344, of Bowdoinham, Maine. It is now before the Court by agreement as a result of an Information filed by the Board of Overseers of the Bar on April 16, 2015 pursuant to formerly applicable M. Bar R. 7.2(b)(1).

A hearing was conducted at the Capital Judicial Center in Augusta on October 27, 2015. At the hearing, the Board of Overseers was represented by Assistant Bar Counsel Alan P. Kelley. Attorney Campbell was present and represented by Attorney Justin W. Andrus.

The parties stipulated to the following facts that led to the grievance filings and to a finding that those facts constitute Attorney Campbell's violation of specific portions of the then applicable Maine Bar Rules, and the Maine Rules of Professional Conduct. The parties also agreed to the form and terms of the sanction to be imposed by the Court based upon Campbell's admitted violations of Rules 3.1(a), 3.2(f), 3.4(b), 3.4(c), 3.4(d), and 3.4(f) of the then applicable Maine Bar Rules, and Rules 1.8(c), 1.9(a), 1.9(c), 3.7, 8.4(a), and 8.4(d) of the Maine Rules of Professional Conduct. Prior to that hearing, Complainants Catherine A. Gero, Matthew Fleury, and Wanda Moulton were notified by Bar Counsel of the parties' proposed stipulation and sanction. Ms. Gero was present for the hearing. Mr. Fleury, and Ms. Moulton were not present.

1. Findings of Fact

1. Plaintiff is the Board of Overseers of the Bar (the Board).
2. Defendant Andrews B. Campbell, Esq. (Attorney Campbell) of Bowdoinham, Maine was admitted to the Maine Bar in 1972. At all times relevant hereto, Campbell was an attorney duly admitted to and engaging in the practice of law in the State of Maine and subject to the Maine Bar Rules and the Maine Rules of Professional Conduct.

3. Since his admission in 1972, Attorney Campbell engaged in private practice in Bowdoinham, Maine and other locations in Maine until 1989, and then again from 1999 to the present. He was disbarred for misconduct in 1989, and reinstated to the Maine Bar in 1999. Since his reinstatement, he has been publicly reprimanded by a Panel of the Grievance Commission on two occasions in 2006 and 2010.

GCF 12-12-308: Catherine Gero

4. On September 9, 2012, Catherine A. Gero of Pittston, Maine filed a grievance complaint against Attorney Campbell which included several documents relating to his prior representation of her late second cousin, Mildred MacComb.
5. Ms. Gero had been named by Ms. MacComb as a beneficiary in her 1998 Last Will and Testament. In subsequent wills prepared by Attorney Campbell for Ms. MacComb, Ms. Gero was no longer designated a beneficiary.
6. In her filings with the Board, Ms. Gero alleged that Attorney Campbell committed misconduct in various ways, including allegations of a personal conflict of interest in the drafting of subsequent wills for Ms. MacComb, including wills in which he was a named beneficiary; exercising undue influence over Ms. MacComb; and generally alleging

improper handling of Ms. MacComb's estate planning and other legal matters entrusted to his care by her.

GCF 13-079: Matthew Fleury & GCF 14-353: Wanda Moulton

7. On or about February 13, 2013 Matthew Fleury filed a grievance complaint against Attorney Campbell concerning his conduct while Campbell served as Fleury's criminal defense attorney.
8. Mr. Fleury's complaint alleged improper professional conduct by Attorney Campbell in May of 2006 regarding Campbell's drafting and execution of a promissory note. The note obligated Fleury to pay Attorney Campbell's client, Theodore Cocco (and Cocco's significant other Margaret Boyle), a total of \$12,000.00. Fleury's complaint also related to the drafting and execution of a mortgage from Phyllis and Wanda Moulton securing the promissory note. Wanda Moulton subsequently filed her related complaint against Attorney Campbell on July 22, 2014.
9. The adversarial financial transaction occurred during the same time period when Mr. Fleury was being represented by Attorney Campbell on 112 counts of Gross Sexual Assault and Unlawful Sexual Contact in the Lincoln County Superior Court.

COUNTS I, III, & IX¹

10. Between March of 2004 and October 2006, and then again between November of 2007 and her death on November 12, 2010, Mildred MacComb was represented by Attorney Campbell in several civil matters including real estate matters, and preparation of multiple wills.
11. As early as 2003, Ms. Gero observed evidence that she believed demonstrated that Ms. MacComb was delusional in her thinking.
12. Beginning in May of 2005, and continuing through the duration of Ms. MacComb's life, some of her medical records reflect that she suffered from delusional thought processes, and/dementia, apparently corroborating Ms. Gero's opinion that Ms. MacComb was delusional in her thinking.
13. In March of 2004, soon after commencing his representation of Ms. MacComb, Attorney Campbell drafted a will for her that left the bulk of her estate to a testamentary trust.
14. In February of 2005, at Ms. MacComb's request, Attorney Campbell drafted a second will for her. The provisions of the 2005 will diminished the scope of the testamentary trust originally created in Ms. MacComb's

¹ The numbering of the counts addressed in these findings are the numbers as assigned to the counts in the Information filed with this Court by the Board of Overseers of the Bar.

- 2004 will, and devised Ms. MacComb's livestock (eight sheep) jointly to Attorney Campbell and his friend, whom he later married.
15. Under the provisions of the 2005 will drafted by Attorney Campbell, Ms. MacComb also devised her interest in real estate previously bequeathed to her by Ethel Foley, together with an additional two acres of land, to Attorney Campbell. Attorney Campbell states that he believed that drafting the instrument was appropriate because he had been asked to do so by his client, and she had been given the opportunity to consult independent counsel.
 16. In April of 2006, reportedly again at Ms. MacComb's request, Attorney Campbell drafted a third will for her which devised her interest in the real estate previously bequeathed to her by Ethel Foley, together with an additional two acres of land, to Attorney Campbell. Again, Attorney Campbell states that he believed that drafting the instrument was appropriate because he had been asked to do so by his client, and she had been given the opportunity to consult independent counsel.
 17. In November of 2007, again at Ms. MacComb's request, Attorney Campbell drafted a fourth will. That will did not name Attorney Campbell as a beneficiary.
 18. Ms. MacComb died on November 12, 2010.

19. On December 15, 2010, Attorney Campbell filed a copy of the November 17, 2007 will he had drafted with the Kennebec County Registry of Probate, entering his appearance on behalf of Howard Hoffman who was nominated by the 2007 will as personal representative and trustee. Attorney Campbell later filed the original of that will with the Court.
20. On February 14, 2011 Attorney Campbell filed the original of Ms. MacComb's will dated April 28, 2006 with the Kennebec County Registry of Probate.
21. On March 8, 2011 Attorney Campbell filed the original of Ms. MacComb's will dated March 26, 2004 with the Kennebec County Registry of Probate.
22. On April 24, 2011 Attorney Campbell filed the original of Ms. MacComb's will dated April 15, 2005 with the Kennebec County Registry of Probate.
23. On July 25, 2011, the Kennebec County Probate Court issued an Order denying probate of Ms. MacComb's November 17, 2007 will based upon her lack of testamentary capacity.
24. On September 5, 2011, Attorney Campbell formally entered his appearance in the Kennebec County Probate Court on behalf of his wife, himself, and James Richman. Attorney Campbell sought probate of the

2006 MacComb will, or alternatively, probate of the 2005 MacComb will. Attorney Campbell indicated in his letter of appearance that Richman was a beneficiary of the 2006 MacComb will. Attorney Campbell also indicated that he personally was a beneficiary under the MacComb wills of 2005 and 2006, and that his wife was a Trustee of the trust set up under the 2005 will.

25. On July 26, 2013, Attorney Campbell filed a “Motion to Probate Wills of Mildred MacComb” with the Kennebec County Probate Court seeking probate of the 2006 will, or alternatively, the 2005 will.
26. After a series of testimonial hearings, as indicated in finding number 31, the Kennebec County Probate Court, on March 6, 2015, found that there was no undue influence on Attorney Campbell’s part. However, the Probate Court found that Ms. Macomb lacked testamentary capacity to execute the wills between March of 2004 and April of 2006. Accordingly, the Probate Court denied probate to the three earlier wills drafted by Campbell and executed by Ms. MacComb between March of 2004 and April of 2006.² During the Probate Court hearings, several witnesses, including Ms. MacComb’s personal physician, testified that in

² In *Estate of MacComb*, 2015 ME 126, --- A.3d ---, the Law Court declined to reconsider an order that dismissed an appeal taken from the Probate Court’s March 6, 2015 decision.

their opinions Ms. MacComb was mentally competent during this time period.

27. Attorney Campbell's effort to probate the 2006 and the 2005 MacComb wills would, if successful, have had the effect of furthering his receipt of testamentary gifts for himself under wills that he drafted for Mildred MacComb.

COUNT VI

28. In May of 2008, Attorney Campbell prepared a quitclaim deed from Ms. MacComb transferring her interests in real estate from her to himself. The real estate was the same property previously bequeathed to Ms. MacComb by Ethel Foley, and formerly devised to Attorney Campbell in Ms. MacComb's 2005 and 2006 wills.
29. On May 12, 2008 Ms. MacComb signed the quitclaim deed to Attorney Campbell. That deed would on delivery and acceptance convey all of her interest as a tenant in common to that property.
30. Although Ms. MacComb signed the deed prepared by Attorney Campbell in 2008, Attorney Campbell states that he refused to accept delivery of the deed until such time as he believed his bill for legal services rendered to Ms. MacComb was reasonably equal in value to that of the land, and until after Attorney Daniel Purdy interviewed Ms. MacComb in 2010 at

his request. Attorney Purdy subsequently confirmed those events in his testimony before the Kennebec County Probate Court. Attorney Purdy concluded that Ms. MacComb was voluntarily making the transfer, and that in his opinion, she was competent to do so.

COUNT X

31. A contested proceeding regarding the probate of Ms. MacComb's 2004, 2005, and 2006 wills drafted by Attorney Campbell was held in the Kennebec County Probate Court, with hearings occurring on May 19, 2014; August 25, 2014; September 24, 2014; and November 25, 2014.
32. Within that court proceeding, Attorney Campbell entered his appearance on September 9, 2011 on behalf of himself, his wife, and James Richman. Campbell later moved to withdraw as counsel for Ms. Campbell and Mr. Richman on April 28, 2014.
33. Attorney Campbell asked the Probate Court to defer ruling on his Motion to Withdraw on May 5, 2014, in advance of the first hearing date, and continued to act as counsel for Ms. Campbell and Mr. Richman throughout the proceeding.
34. On the first day of hearing, May 19, 2014, Attorney Campbell was called upon to testify by Randy Robinson, Esq. who had also entered his

- appearance on behalf of James Richman, and who had taken on the role of lead counsel.
35. Although Attorney Campbell was called to testify regarding the potential disqualification of counsel, he testified substantively in response to the questions he was asked regarding significant events at issue in the hearing, including his professional opinion of Mildred MacComb's testamentary capacity at the time the wills at issue were executed.
 36. Attorney Campbell testified at the May 19th hearing anticipating that Attorney Robinson would act as trial counsel for James Richman during the remainder of the hearing.
 37. The Probate Court denied Ms. Gero's Motions to Disqualify Counsel, allowing both Attorney Campbell and Attorney Robinson to continue their representation in the matter.
 38. At the September 24, 2014 hearing, Attorney Campbell took over the examination of witnesses from Attorney Robinson, acting as trial counsel in the cross-examination of the adverse party, Catherine Gero.
 39. Attorney Campbell has explained that he did not consider himself to be a necessary witness when he originally entered his appearance, and that he resumed his role as an advocate before the tribunal only after the Probate

Court declined to disqualify him as counsel for James Richman, believing that the Probate Court's order allowed him to do so.

COUNT XI

40. On September 2, 2005, the State filed an indictment against Matthew M. Fleury containing 112 counts of Gross Sexual Assault and Unlawful Sexual Contact in Lincoln County Superior Court, WISC-CR-2005-00192.
41. Upon the recommendation of his friend, Theodore Cocco, Mr. Fleury retained Attorney Campbell to represent him, and on September 19, 2005, Attorney Campbell wrote to the court entering his appearance on Mr. Fleury's behalf.
42. In May of 2006, at Mr. Fleury's request, Mr. Cocco agreed to loan Mr. Fleury money. Mr. Cocco required that the loan be secured by a promissory note and a mortgage.
43. Attorney Campbell drafted a "Promissory Note & Security Agreement" in favor of Mr. Cocco and Margaret Boyle. The document, establishing a debt in the amount of \$12,000, was signed by Mr. Fleury and witnessed by Attorney Campbell on May 11, 2006.
44. Attorney Campbell drafted a "Mortgage Deed" in favor of Mr. Cocco and Ms. Boyle from Mr. Fleury's aunt and grandmother, Wanda and Phyllis

- Moulton, witnessing their signatures and taking Wanda Moulton's acknowledgement on May 1, 2006.
45. Due to Attorney Campbell's representation of Mr. Fleury in the criminal matter, Mr. Fleury alleges that he understood that Attorney Campbell was also acting as his attorney in the loan transaction and in all matters related to it.
 46. At the time of the drafting and execution of the "Promissory Note & Security Agreement" Attorney Campbell did not obtain a written informed consent from Mr. Fleury regarding his representation of Mr. Cocco in the preparation of the loan documents.
 47. Despite being the attorney for the adversarial parties, Attorney Campbell failed to seek or obtain proper client consent from any of his clients to engage in such simultaneous, and/or successive representation.
 48. Attorney Campbell now understands and agrees that it would have been a better practice to have obtained written waivers from the clients concerned at the time of his representation.

COUNT XII

49. On or about January of 2013 Attorney Campbell was engaged to try to collect the \$12,000 underlying debt owed to Mr. Cocco and Ms. Boyle by

- Mr. Fleury under the “Promissory Note & Security Agreement” dated May 11, 2006.
50. In January of 2013, Attorney Campbell sent a letter attempting to collect the \$12,000 (owed by Mr. Fleury) from Wanda Moulton, based upon the May 1, 2006 Mortgage Deed that he drafted as security for the May 11, 2006 “Promissory Note & Security Agreement” signed by Moulton’s nephew, Fleury.
 51. Attorney Campbell’s attempts to collect the debt from Wanda Moulton were adverse to Mr. Fleury’s wishes, and occurred in the same matter, or a substantially related matter, to his prior representation of Mr. Fleury.
 52. Attorney Campbell’s collection efforts were undertaken without obtaining written informed consent from Mr. Fleury.
 53. Attorney Campbell now understands and agrees that the fact that he attempted to collect Mr. Fleury’s debt from Wanda Moulton rather than Mr. Fleury personally, did not avoid the conflict of interest that was created by his representation of the mortgagees. Attorney Campbell now agrees that if faced with the same issue, he would not become involved in a collection conflict between two current or former clients where he had any involvement in the original underlying transaction.

2. Conclusions Regarding Violation of the Maine Bar Rules and the Maine Rules of Professional Conduct

The parties agree and the Court finds that Attorney Campbell's actions were in violation of the then applicable Maine Bar Rules as follows:

- A. Attorney Campbell's drafting of Mildred MacComb's second will in February of 2005 devising Ms. MacComb's livestock (sheep) to Attorney Campbell created a conflict of interest in violation of then applicable Maine Bar Rule 3.4(f)(2)(iv).
- B. Attorney Campbell's drafting of Mildred MacComb's February 2005 will, devising her interest in real estate previously bequeathed to her by Ethel Foley, together with an additional two acres of land, to Attorney Campbell created a conflict of interest in violation of then applicable Maine Bar Rule 3.4(f)(2)(iv).
- C. Attorney Campbell's drafting of Mildred MacComb's third will in April of 2006, again devising her interest in real estate previously bequeathed to her by Ethel Foley, together with an additional two acres of land, to Attorney Campbell was a conflict of interest in violation of then applicable Maine Bar Rule 3.4(f)(2)(iv).
- D. Attorney Campbell's preparation of a quitclaim deed in May of 2008 from Mildred MacComb to himself, conveying the real estate previously bequeathed to Ms. MacComb by Ethel Foley, and formerly devised to

Attorney Campbell in her 2005 and 2006 wills was a conflict of interest in violation of then applicable Maine Bar Rule 3.4(b)(1) and 3.4(f)(2)(i)(iv).

E. Attorney Campbell's representation in May of 2006 of Theodore Cocco and Margaret Boyle, in a financial transaction with Matthew Fleury while he was also a client, and preparation of the "Promissory Note & Security Agreement" securing the loan from Mr. Cocco and Ms. Boyle to Mr. Fleury without seeking or obtaining informed consent from any of these clients to engage in such simultaneous, and/or successive representation was a conflict of interest in violation of then applicable Maine Bar Rules 3.1(a); 3.4(b)(1)(2); 3.4(c)(2)(i)(ii)(iii), and 3.4(d)(1)(i).

The parties agree and the Court finds that Attorney Campbell's actions were in violation of the Maine Rules of Professional Conduct as follows:

F. Attorney Campbell's drafting of the wills in which he was a beneficiary resulted in a conflict with his client. His July 2013 filing of the "Motion to Probate wills of Mildred MacComb" with the Kennebec County Probate Court seeking to probate the 2006, or alternatively the 2005, MacComb wills would have had the effect of furthering testamentary gifts to himself under wills that he previously drafted on behalf of

Mildred MacComb, and therefore created a conflict of interest in violation of M. R. Prof. Conduct 1.8(c).

G. Attorney Campbell's resumption of his role as an advocate before the tribunal in the September 24, 2014 Probate Court hearing, after having previously testified substantively on contested issues in the same matter before that tribunal, was in violation of M. R. Prof. Conduct 3.7(a).

H. Attorney Campbell's January 2013 efforts and attempts to collect \$12,000 from Wanda Moulton based upon a mortgage deed signed by Ms. Moulton and her mother, Phyllis Moulton, as security for the May 2006 "Promissory Note & Security Agreement" executed by Matthew Fleury created a conflict of interest in violation of the duties he owed to Matthew Fleury as a former client, and was in violation of M. R. Prof. Conduct Rules 1.9(a)(c)(1) and 8.4(a)(d).

The respective Rules are set forth as follows:

MAINE BAR RULES VIOLATED
(Text of Rules effective until August 1, 2009.)

3.1 Scope and Effect

(a) This Code shall be binding upon attorneys as provided in Rule 1(a). Violation of these rules shall be deemed to constitute conduct "unworthy of an attorney" for purposes of 4 M.R.S. §851. Nothing in this Code is intended to limit or supersede any provision of law relating to the duties and obligations of attorneys or the consequences of a violation; and the prohibition of certain conduct in this Code is not to be interpreted as an approval of conduct not specifically mentioned.

3.2 Admission, Disclosure and Misconduct

(f) Other Misconduct. A lawyer shall not:

- (1) directly or indirectly violate, circumvent, or subvert any provision of the Maine Bar Rules;
- (2) engage in illegal conduct that adversely reflects on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (3) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;
- (4) engage in conduct that is prejudicial to the administration of justice.

3.4 Identifying Commencement, Continuation, and Termination of Representation

(b) Conflict of Interest: General Provisions.

(1) *Basic Rule.* A lawyer shall not commence or continue representation of a client if the representation would involve a conflict of interest, except as permitted by this rule. Representation would involve a conflict of interest if there is a substantial risk that the lawyer's representation of one client would be materially and adversely affected by the lawyer's duties to another current client, to a former client, or to a third person, or by the lawyer's own interests.

(2) *Informed Consent.* Whether a client has given informed consent to representation, when required by this rule, shall be determined in light of the mental capacity of the client to give consent, the explanation of the advantages and risks involved provided by the lawyer seeking consent, the circumstances under which the explanation was provided and the consent obtained, the experience of

the client in legal matters generally, and any other circumstances bearing on whether the client has made a reasoned and deliberate choice.

(c) Conflict of Interest: Simultaneous Representation.

(1) *Representation Prohibited.* Notwithstanding the consent of each affected client, a lawyer may not simultaneously represent, or continue to represent, more than one client in the same matter or group of substantially related matters when the matter or matters are the subject of litigation or any other proceeding for dispute resolution and the clients are opposing parties.

(2) *Representation Permitted With Consent.* In all other cases, if a conflict of interest exists, a lawyer may not undertake or continue simultaneous representation of more than one client except with the informed consent of each affected client to representation of the others. Consent is required even though representation will not occur in the same matter or in substantially related matters. Simultaneous representation in the same matter or substantially related matters is undertaken subject to the following additional conditions:

(i) The lawyer must reasonably believe (A) that each client will be able to make adequately informed decisions, and (B) that a disinterested lawyer would conclude that the risk of inadequate representation is not substantial, considering any special circumstances affecting the lawyer's ability to provide adequate representation of each client, such as the fact that the clients may seek incompatible results or pursue mutually disadvantageous tactics, or that their adverse interests may outweigh their common interests.

(ii) While engaged in simultaneous representation, the lawyer shall consult with each client concerning the decisions to be made and the considerations relevant in making them, so that each client can make adequately informed decisions.

(iii) The lawyer shall terminate the simultaneous representation upon request of any client involved, or if any condition described in this paragraph (2) can no longer be met, and upon withdrawal shall cease to represent any of the clients in the matter or matters on which simultaneous representation was undertaken or in any substantially related matter, except with the consent of any clients who will no longer be represented.

(d) Conflict of Interest: Successive Representation.

(1) *Interests of Former Clients.*

(i) Except as permitted by this rule, a lawyer shall not commence representation adverse to a former client without that client's informed written consent if such new representation is substantially related to the subject matter of the former representation or may involve the use of confidential information obtained through such former representation.

(f) Conflict of Interest: Lawyer's Own Interest.

(1) *General Rule.* Except with the informed written consent of the client, a lawyer shall not commence representation if there is a substantial risk that any financial interest or significant personal relationship of the lawyer will materially and adversely affect the lawyer's representation of the client.

(2) *Avoiding Adverse Interest.*

(i) A lawyer shall not knowingly acquire a property or pecuniary interest adverse to a client, or enter into any business transaction with a client, unless:

(A) The transaction and terms in which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted to the client in manner and terms which should have reasonably been understood by the client;

(B) The client is advised and given a reasonable opportunity to seek independent professional advice of counsel of the client's choice on the transaction; and

(C) The client consents in writing thereto.

(iv) A lawyer shall not prepare an instrument giving the lawyer or a parent, child, sibling, or spouse of the lawyer any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.

MAINE RULES OF PROFESSIONAL CONDUCT VIOLATED

1.8 Conflict-of-Interest: Current Clients: Specific Rules

(c) A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift is related to the client. For purposes of this paragraph, related persons include a spouse, child, grandchild, parent, grandparent or other relative or individual with whom the lawyer or the client maintains a close, familial relationship.

1.9 Duties to Former Clients

(a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.

(c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter:

(1) use confidences or secrets of a former client to the disadvantage of the former client except as these Rules would permit or require with respect to a client, or when the information has become generally known; or

3.7 Lawyer as Witness

(a) A lawyer shall not act as advocate at a tribunal in which the lawyer is likely to be a necessary witness unless:

(1) the testimony relates to an uncontested issue;

(2) the testimony relates to the nature and value of legal services rendered in the case; or

(3) disqualification of the lawyer would work substantial hardship on the client.

8.4 Misconduct

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate any provision of either the Maine Rules of Professional Conduct or the Maine Bar Rules, or knowingly assist or induce another to do so, or do so through the acts of another;

(d) engage in conduct that is prejudicial to the administration of justice.

3. Sanction

Based upon the findings and conclusions stated above, and by agreement, the Court imposes upon Attorney Campbell a six-month suspension from the practice of law. The suspension shall commence on November 1, 2015, and shall end without further action by the Court on May 1, 2016. The Court also reprimands Attorney Campbell for his violations of the Maine Bar Rules and the Maine Rules of Professional Conduct.

During the period of suspension, Attorney Campbell shall not appear before any tribunal and is prohibited from advising, consulting or meeting with any clients for the purpose of providing legal representation or advice. He may not practice law or take any actions that make it appear as though he is practicing law in any manner. Any responses to any pre-existing advertising will be forwarded to other

counsel. Attorney Campbell shall not receive a referral fee for cases forwarded during the period of his suspension. He may not advise or consult with other attorneys, including those in his office, regarding any cases or the running of the office. The prohibition against consulting with attorneys does not include providing strictly historical or background information to any attorney handling a matter that Attorney Campbell was previously engaged in.

During the period of suspension, Attorney Campbell shall not possess or have access to any open client files and will either have them removed from his residence and office, or place them under the exclusive physical control of Justin Andrus, Esq. in such a manner that will prevent Attorney Campbell from having access to them during the period of suspension. All open client files will otherwise be returned directly to clients, to successor counsel, or to Justin Andrus, Esq. for safe keeping during the period of suspension.

All closed client files will be returned directly to clients, or placed under the exclusive physical control of Justin Andrus, Esq. for safe keeping in a manner that will prevent Attorney Campbell from having access to them during the period of suspension. All clients to whom the files are not returned shall be directed to contact Justin Andrus, Esq., or the Board of the Overseers of the Bar, to advise them of the location where their files can be located during the period of suspension.

Attorney Campbell shall also completely and timely comply with the provisions of M. Bar R. 31.

Finally, in the event a grievance complaint against Attorney Campbell is received by Bar Counsel after the date of this order and during the six month period of the suspension, Bar Counsel may seek permission of a Grievance Commission Panel to proceed with a new disciplinary matter directly before the Court pursuant to M. Bar R. 13(d)(6).

Dated: October 27, 2015

_____/S/_____
Donald G. Alexander
Associate Justice
Maine Supreme Judicial Court