

STATE OF MAINE

Supreme Judicial Court

Docket No. BAR-16-12

BOARD OF OVERSEERS OF THE BAR

Plaintiff

v.

**Findings, Conclusions  
and Order**

ANTHONY J. SINENI, III, ESQ.

of Portland, Maine

Me. Bar #007418

Defendant

Pursuant to Maine Bar Rule 13(g), this disciplinary proceeding was initiated by the Board of Overseers of the Bar (the Board) through its filing of a formal Disciplinary Information. Thereafter, the Board filed an amended pleading which alleged additional misconduct by Attorney Sineni. After multiple attempts to finalize the expanded proceeding, the Court scheduled the matter for a multi-day contested hearing in January 2019.<sup>1</sup>

Prior to that hearing, the parties notified the Court that they had reached agreement as to stipulated findings and sanction. Appearing at the January 29, 2019, final hearing were Aria Eee, Acting Bar Counsel, Christopher Largay, Esq., counsel for Attorney Sineni, and Attorney Sineni.

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<sup>1</sup> Due to the Board's ongoing investigation of Attorney Sineni's trust accounts, and delays arising from other circumstances, the final hearing did not occur within a typical case processing timeframe.

Based upon the parties' stipulations, supplemented by the comments of counsel and Attorney Sineni, the Court adopts the following findings, which have been agreed to by the parties, and issues this Order:

COUNT I

1. Attorney Sineni (Sineni) was admitted to the Maine Bar in 1991 and operates a private firm in Portland. He is a solo practitioner, whose practice areas include criminal, family law, personal injury and probate matters.

2. By his filing of October 1, 2014, Assistant Attorney General (AAG) Paul Rucha (Rucha) formally complained against Sineni pursuant to his mandatory reporting obligations under MRPC 8.3(a). That complaint outlined five charges then pending against Attorney Sineni. Those charges included Assault, Receiving Stolen Property, and Tampering with a Witness. The latter two charges involved persons whom were then clients of Sineni's.<sup>2</sup>

3. Following his arrest and subsequent bail on those charges, Sineni was subject to bail conditions that included no contact with two persons, including a client named A.R.

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<sup>2</sup> Ultimately through a plea agreement and a two-year deferred disposition, these charges were dismissed and Sineni plead guilty to one count of misdemeanor disorderly conduct.

4. According to the affidavit sworn by Cumberland County Sheriff's Detective John Fournier, between August 19 and September 3, 2014, Sineni engaged in conduct involving his improper receipt and or retention of firearms which he knew or believed had been taken from his client, M.R. M.R. was also a neighbor of Sineni.

5. On or about September 3, 2014, the Sheriff's Department responded to a request to remove those firearms from the Sineni home.

6. Once at the home, Detective Fournier retrieved two firearms. After that retrieval, the Detective realized that the items were the same guns which M.R. had previously reported stolen.

7. In response to Detective Fournier's initial questioning about how the guns arrived in the Sineni home, Sineni replied, "A.R. must have brought them there."

8. That response was improper because Sineni had been representing A.R. in a social security disability matter and had previously represented A.R. in a child custody matter.

9. While serving as A.R.'s counsel, Sineni also provided housing for A.R. within the Sineni home, employing him for odd jobs, child care and other work as directed by Sineni.

10. Following the statement by A.R., Detective Fournier learned that Sineni had (then) been in contact with A.R., urging him to accept responsibility for the presence of the guns.

11. Sineni reported his intention to withdraw from the disability case if A.R. did not accept responsibility for taking or receiving the stolen guns.

12. Sineni's actions constituted violations of MRPC 1.7(a)(2); 1.16 and 8.4(d).

13. During the same time period, Sineni advised his other client, M.R., to send a letter to the Sheriff's Department and the District Attorney "withdrawing the [guns] complaint."

14. The next day, September 11, 2014, M.R. emailed Detective Fournier indicating his desire to "drop the case." Sineni's advice in previously directing that action constituted violations of MRPC 1.7(a)(2); and 8.4(d).

15. Through the fall of 2014, the contentious relationship between Sineni and his former domestic partner culminated in Protection from Abuse proceedings, involving the complaints they had each filed against the other. The District Court combined the competing PFA complaints for a contested hearing in December 2014.

16. During that PFA hearing (wherein A.R. was called as a witness), Sineni attempted to utilize/introduce A.R.'s medical records from a prior

hospitalization. The presiding judge challenged Sineni's attempt to use the records and he was precluded from doing so.

17. By that time, Sineni had already been informed that A.R. was seeking the return of his client file, including the referenced hospital records. Although Sineni reports that he received legal advice authorizing the use of the hospital records, that exception to the confidentiality rule is inapplicable because it was not the former client who had pursued an adverse action against Sineni. For that reason, Sineni had no basis to attempt to utilize those records to his former client's detriment. By doing so he violated MRPC 1.6(a), 1.9(c)(1) and 8.4(d).

18. Following the hearing, the District Court issued an Order for Protection from Abuse (PFA) against Sineni. That Order issued on December 9, 2014.

19. Thereafter, on January 5, 2015, in the Unified Criminal Court, Attorney Sineni entered pleas of "guilty" to Assault (Class D) and Disorderly Conduct (Class E). Following a period of deferred disposition, the assault charge was dismissed. That plea was the product of negotiations from the original charges referenced earlier herein.

20. Sineni's conduct, ultimately resolved by a plea to a conviction for Disorderly Conduct, reflects adversely on his honesty, trustworthiness, or fitness as a lawyer.

21. Pursuant to the January 5, 2015, plea agreement, the Superior Court also ordered a deferral period of one year on the Disorderly Conduct conviction.

22. On that date, Sineni agreed to and executed the "Agreement of Defendant and Order Deferring Disposition," containing the court-ordered conditions of deferment.

23. With that January 5, 2015, Agreement and Order, Sineni was subject to a multitude of conditions, including compliance with all pending protection orders, no contact (direct or indirect) with his former domestic partner, random searches and no use or possession of alcohol/drugs.

24. At the same time, the criminal court released Sineni pursuant to a Bail Bond Order. That Order likewise included various conditions governing Sineni's release, including the requirement that he abide by all protection orders.

25. Sineni signed the Bail Bond on January 5, 2015, agreeing to the terms and conditions of his release. In doing so, he agreed to the requirement that he abide by all protection orders.

26. One of the conditions of the December 9 PFA Order was a specific contact schedule then permitting Sineni visitation with his sons, "A." and "R."

27. Three days after executing the Deferred Disposition Agreement, Sineni failed to comply with two of the conditions of the January 5, 2015, Order Deferring Disposition and the related Bail Bond Order.

28. Specifically, on January 8, 2015, Sineni appeared at each of his son's schools. Despite the clear "parental contact" time frames in the District Court's PFA Order, Sineni failed to comply with that Order and, instead, engaged in contact with his younger son, R.

29. Although he had also attempted to see his son A. on January 8, Sineni was unable to have contact with that child, as A. was then home sick.

30. Sineni knew that the District Court's PFA Order specified his parental contact time as Friday-Monday. The day Sineni appeared at school and had contact with his son R. was a Thursday.

31. Believing that with an order of shared parental rights and responsibilities he was permitted to have contact with his child at school, Sineni did speak with his younger son.

32. As a result of that contact, Sineni was arrested for violation of the protection order previously issued by the District Court and for violation of his conditions of release. That arrest occurred on or about January 9, 2015.

33. On January 12, 2015, Sineni was released on bail and subject to a new Bail Bond Order.

34. On March 24, 2015, the Superior Court conducted a dispositional conference. At that time the parties agreed, and the court found, that Sineni had committed new criminal conduct, in violation of his Deferred Disposition Agreement and Order. Although Sineni believed that he had not violated the parental contact/rights provision of the PFA Order, he rendered an Alford plea to the new charge because he acknowledged that the State could prevail on its interpretation of that Order.

35. Sineni's conduct also constituted a violation of MRPC 3.4(c) and 8.4(d).

36. At that time, Sineni again agreed to enter a guilty plea, specifically, acknowledging the conditions of his release, as enumerated within the January 5, 2015, Bail Order.

37. On March 24, 2015, the court accepted Sineni's plea and ordered a deferred sentence on the Violation of Condition of Release.

38. Sineni remained subject to multiple conditions of his Deferred Disposition Agreements and the related Bail Bond Orders.

39. In sum and based upon the above stipulations, Sineni agrees that he engaged in violations of the following Maine Rules of Professional Conduct: 1.6; 1.7(a)(1); 1.7(a)(2); 1.9; 1.15(b)(2)(iv); 1.15(f); 1.16; 3.4(c); and 8.4(a)(b)(c)(d).

## COUNT II

40. On February 20, 2015, Attorney Eric J. Wycoff filed a grievance complaint against Sineni on behalf of his former client, S.P.

41. Several years earlier, Sineni had represented S.P. in a medical malpractice suit against two of her former treatment providers, Dr. S. and Dr. K. That medical treatment occurred following S.P.'s recovery from a serious injury.

42. During the subsequent investigation of the S.P. complaint matter, new counsel, Kimberly Watson, Esq., entered her appearance on behalf of S.P. S.P.'s complaint detailed Sineni's alleged excessive contingent fee, his failure to return her funds and client property, and his failure to provide her with a complete accounting of her client trust account following the conclusion of his representation.

43. S.P. also complained that Sineni failed to communicate and act with reasonable diligence regarding various other legal matters he agreed to pursue on her behalf.

44. Following the filing of her complaint, S.P. received a Facebook “friend request” from Sineni, despite his knowledge that she was represented by counsel.

45. Within the complaint matter, it became clear that there was no initial contingent fee agreement governing the terms of Sineni’s representation of S.P.

46. Three years later, in September 2007, Sineni provided S.P. with a standard personal injury fee agreement which the parties then executed.

47. Sineni did not utilize a medical malpractice fee agreement, and thus failed to accurately delineate the proper percentage within that agreement. Instead, his stated thirty-percent fee (of the net amount collected) was in violation of the governing statutory fee limitations mandated by the Health Security Act. *See* 24 M.R.S. § 2961. Had Sineni utilized the proper agreement, he could have petitioned the court for an award of higher fees, consistent with the statute.

48. S.P.’s malpractice action resulted in one settlement and one jury verdict. An initial settlement of \$80,000 (related to Dr. S.) occurred in 2007. After the attorney fees and reported costs, S.P. was due to receive approximately \$16,500.

49. Following a favorable verdict against Dr. K. in March 2011, the parties settled the second matter for \$164,000. After attorney fees and costs, S.P. was due to receive approximately \$88,350.

50. After receiving each award of S.P.'s settlement, Sineni retained the funds in his client trust account and made periodic disbursements. There was no written document detailing the reasons or method for Sineni's retention of or the way the funds would be subsequently disbursed.

51. S.P.'s functioning (due to her injuries and medical history) was then somewhat compromised. As such, Sineni should have exercised greater care to explain and document the various actions he took on her behalf, including his waiver of pre-judgment interest, the responsibility for litigation costs, retention and disbursement of her settlement funds, and the money he disbursed at her request. His failure to do so constituted violations of MRPC 1.2, 1.4 and 8.4(d).

52. According to the information provided by Sineni, the total amount he retained for his fees in the two cases was approximately \$75,867 and the amount paid out in costs on behalf of S.P. was between \$14,000-\$15,000.

53. Within his responses to the Board and its Fee Arbitration Commission, Sineni did not account for or explain his disposition of the remaining S.P. funds. Through counsel, Sineni later retained a forensic

accountant to recreate the trust account activity concerning S.P.'s settlement funds.

54. Through his counsel's involvement, Attorney Sineni returned S.P.'s client file on or about April 22, 2015. That return occurred several months after S.P.'s initial requests for her client property. Sineni's delayed surrender of his client's file constituted a violation of MRPC 1.15(e) and 1.16(d).

55. Within his grievance response, Sineni provided a partial accounting of S.P.'s settlement funds. He was initially unable to provide a complete accounting of those funds, until the forensic accountant completed his work. Sineni's failure to timely render an account of his client's funds constituted a violation of MRPC 1.15.

56. On October 9, 2015, S.P. filed a Petition for Fee Arbitration related to the circumstances previously detailed in her grievance complaint filing. In that Fee matter, S.P. believed that she was owed approximately \$176,000 from the combined \$244,000 settlement amounts awarded to her.

57. Sineni continued to maintain that he had disbursed all funds due to S.P., though, initially, he was unable to prove a complete disbursement.

58. According to her original filing, S.P. received \$104,854.52 of the \$176,870 amount owed to her by Sineni.

59. It appeared from the initial calculations that Attorney Sineni retained an excessive fee from the S.P. representation.

60. The Fee Arbitration Commission conducted a hearing (September 2016) wherein both parties had full opportunities to present their evidence.

61. Within its January 2017 decision, the Fee Commission found in favor of S.P. and issued an award to her totaling \$61,498.07.

62. The Commission made specific findings about Sineni's fees and his accounting/disbursements to S.P. Those findings included Sineni's failed and/or disorganized evidentiary presentation during the fee hearing.

63. The parties subsequently filed competing civil actions concerning the Fee Award and S.P.'s claims against Sineni.

64. Following discovery and further negotiations, the parties settled those claims.

65. It is the Court's understanding that the terms of that settlement are confidential, but according to the Board, it is no longer asserting that Sineni improperly retained S.P.'s settlement funds.

66. Nonetheless, the parties agree that Sineni did engage in violations of the following MRPC: 1.1; 1.2(a); 1.3; 1.4; 1.15(b)(2)(ii)(iii)(iv); 1.15(f); 4.2(a); and 8.4(a)(c)(d); and the formerly applicable M. Bar R. 3.3(a)(3, 8, 9) and 8.

COUNT III

67. On or about November 16, 2016, Key Bank notified Sineni that, effective December 9, 2016, a restraint would be put on his law firm's accounts, thereby blocking any additional activity.

68. The notice also informed Sineni that Key Bank would close those accounts as of December 16, 2016.

69. On December 9, 2016, Sineni's staff wrote a check (#1658) from the IOLTA account in the amount of \$100. Because a hold was already in place on the account, Key Bank dishonored the check.

70. On December 13, 2016, Key Bank sent the Board an overdraft notification regarding Sineni's IOLTA account and the above-referenced check.

71. On December 16, 2016, Key Bank closed Sineni's accounts. With that closure, Key Bank issued a check to Sineni for \$217,110.56, representing the remaining balance in his IOLTA account.

72. Thereafter, Sineni opened four new accounts at TD Bank.

73. On December 21, 2016, Sineni opened a personal checking account with an initial deposit of \$574.74. He opened a law office checking account with an initial deposit of \$2,383. Sineni then opened a personal savings account with an initial deposit of \$217,110.56.

74. On January 26, 2017, Sineni opened his IOLTA account with an initial deposit of \$14,286.

75. As it does in every insufficient fund's overdraft report, the Board required that Sineni provide specific information concerning the December 2016 dishonored check.

76. After reviewing the information provided by Sineni and Key Bank, the Board began a full audit of Sineni's accounts, pursuant to M. Bar R. 6. The Board hired a forensic accountant to assist with that audit.

77. A few months later, TD Bank notified the Board of a dishonored check drawn on Sineni's new IOLTA account due to insufficient funds.

78. Sineni later satisfied the overdraft with sufficient funds.

79. Once again, the Board requested that Sineni provide specific information concerning the dishonored check.

80. The deadline to receive that information was June 5, 2017. Although he failed to initially comply, four months later Sineni provided the bulk of the information sought in the Board's initial TD Bank investigation.

81. On December 11, 2017, the Board requested additional information regarding the TD bank accounts. Sineni's response deadline was December 31, 2017.

82. That deadline expired without Sineni's required reply.

83. After providing an extended response time, in July 2018, the Board eventually received much of the requested supplemental information.

84. Based upon its concerns with Sineni's recordkeeping, the Board again requested accountings regarding three clients (C.A., B.M., and R.J.) for whom previous requests had been made. Sineni did not provide such accountings.

85. The records provided by Key Bank and TD Bank reveal that Sineni received approximately \$217,000 in wired funds on behalf of one client, R.J. The corresponding bank records show no subsequent disbursement to that client.

86. Sineni agrees he received those funds but reports that they are properly secured through agreement of the client, R.J. Given the lack of complaint by the client, R.J., there appears to be no basis to conclude that Sineni has improperly retained the funds.

87. Nonetheless, Sineni failed to provide all of the required information designed to permit the Board to complete its trust account verification process as directed by M. Bar R. 6. Sineni acknowledges that he failed to fully comply with the investigation of his bank and trust account practices. As a result, Sineni violated M. Bar R. 6(d) and MRPC 8.1(b).

88. The Board confirms, however, that it has received no client complaint about Sineni's financial/recordkeeping practices since Key Bank's overdraft report in December 2016.

89. With regard to his client Trust Account, Sineni has repeatedly commingled funds and failed to maintain proper accounting/recordkeeping practices in violation of MRPC 1.1, 1.15(a)(b) and 8.4(c)(d). Nonetheless, the parties agree that there have been no client complaints (or evidence) of theft or conversion of funds by Sineni.

#### COUNT IV

90. On September 15, 2016, Sineni initiated a lawsuit on behalf of his client, D.B. That matter was filed in Cumberland County Superior Court, and captioned *D.B. vs. S.T., LLC*.

91. The defendant was represented by counsel.

92. D.B.'s claim involved injuries he sustained after a 2010 motor vehicle accident with a truck owned by S.T. company.

93. Following months of discovery issues/disputes, the Superior Court conducted oral argument on pleadings filed by both parties. Thereafter, on January 15, 2018, the court dismissed D.B.'s lawsuit with prejudice.

94. In its order, the court explained its reasoning for the dismissal as, among other things, the "misconduct" of Sineni.

95. Specifically, the court found that Sineni had “repeatedly and, almost dutifully, flouted basic discovery obligations.”

96. The court also found that Sineni presented an improper record to the court in an effort to correct his error in failing to designate experts.

97. On February 8, 2018, Sineni filed an appeal of the Superior Court’s order.

98. Thereafter, on March 14, 2018, opposing counsel filed a grievance complaint related to the Superior Court’s dismissal order.

99. According to the Law Court’s scheduling order, Sineni’s deadline to file the appellant’s brief was on or before May 10, 2018.

100. Sineni failed to file a brief or appendix. On May 23, 2018, the Clerk of the Law Court dismissed D.B.’s appeal due to Sineni’s failure to make the required filings.

101. On May 30, 2018, Sineni filed a “Motion to Review Dismissal and Request to Reinstate Appeal.” Within that motion, Sineni cited various reasons for his neglect of the appeal, including a computer crash and alleged improper actions by a former staff member.

102. Appellee’s counsel filed an Objection to the Motion to Review.

103. In its June 5, 2018, “Order Denying Motion” (Gorman, J.), the Court rejected Sineni’s explanations for the failed prosecution of D.B.’s appeal.

104. Specifically, the Order concluded that Sineni’s “failure to at least take some action—even calling the Clerk’s office to check on the appeal—to ensure that the appeal was proceeding [was] not excusable.”

105. Based upon the foregoing events, the parties agree that Sineni acted in a manner violative of the following MRPC: 1.3; 3.2; 3.3(a); 3.4(c) and 8.4(a)(c)(d).

#### COUNT V

106. Similarly, a more recent complaint concerns Sineni’s representation of a now deceased client, S.G. The pending complaint alleges that Sineni neglected S.G.’s legal matter.

107. While Sineni does not agree with all of the complaint allegations, he does agree that he failed to timely conclude S.G.’s personal injury case. As a result, the Superior Court dismissed S.G.’s case without prejudice.

108. Sineni’s actions constituted violations of MRPC 1.3, 3.2, and 8.4(d).

#### Conclusions of Law and Sanction

As enumerated within the foregoing paragraphs, Sineni violated multiple rules of professional conduct. Those include MRPC: 1.1 [competence]; 1.2 [scope of representation]; 1.3 [diligence]; 1.4 [communication]; 1.5(a) [fees]; 1.6(a) [confidentiality]; 1.7 [conflicts]; 1.9 [former clients]; 1.15 [trust accounts/safeguarding client property]; 1.16 [withdrawal]; 3.2 [expediting

litigation]; 3.3 [candor]; 3.4 [fairness]; 8.1 [disciplinary matter]; and 8.4(a)(b)(c)(d) [general misconduct; illegal conduct; deceit/dishonesty; and conduct prejudicial to the administration of justice].

M. Bar R. 21 (c) delineates the grounds for lawyer discipline, the range of sanctions which may be imposed for ethical misconduct, and the factors that the Court must consider prior to imposing any such discipline.

M. Bar R. 21(c) states:

Factors to be Considered in Imposing Sanctions. In imposing a sanction after a finding of lawyer misconduct, the Single Justice, the Court, or the Grievance Commission shall consider the following factors, as enumerated in the ABA Standards for Imposing Lawyer Sanctions:

- (1) whether the lawyer has violated a duty owed to a client, to the public, to the legal system, or to the profession;
- (2) whether the lawyer acted intentionally, knowingly, or negligently;
- (3) the amount of the actual or potential injury caused by the lawyer's misconduct; and
- (4) the existence of any aggravating or mitigating factors."

The ABA Standards for Imposing Lawyer Discipline (ABA Standards) define the purposes of lawyer disciplinary proceedings and of the Standards themselves. The ABA Standards are designed to promote:

- (1) consideration of all factors relevant to imposing the appropriate level of sanction in an individual case;
- (2) consideration of the appropriate weight of such factors in light of the stated goals of lawyer discipline;

(3) consistency in the imposition of disciplinary sanctions for the same or similar offenses within and among jurisdictions.

Standard 1.3, *ABA Standards for Imposing Lawyer Sanctions*.

In its 2018 decision, a six-member panel of the Maine Law Court was split on the issue of whether M. Bar R. 21(c) wholly incorporates the ABA Standards as a “matter of law.”<sup>3</sup> Although there was an even divide among the Court over the precise import of the ABA Standards, at a minimum, the Court has concluded that an adjudicator should consult those Standards as guidance in making its determination of appropriate sanctions.

M. Bar R. 21(c) is identical to ABA Standard 3.0. That Standard mandates the court’s consideration of “(a) the duty violated; (b) the lawyer’s mental state; (c) the potential or actual injury caused by the lawyer’s misconduct; and (d) the existence of aggravating and mitigating factors.” In applying the ABA Standards, intentional acts of misconduct require the imposition of more significant sanctions than misconduct which results from a lawyer’s negligence.

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<sup>3</sup> In *Board of Overseers of the Bar v. Prolman*, 2018 ME 128, three of the justices concluded that: “Rule 21(c) incorporates the framework and methodology of the ABA sanction standards, thereby requiring that framework to be explicitly applied after a finding of lawyer misconduct.” (*supra* at paragraph 46). Conversely, the three remaining justices concluded that there was: “no need to incorporate the ABA’s lengthy and detailed ‘Standards for Imposing Lawyer Sanctions’ into the Maine Bar Rules as a matter of law. Although an adjudicator should consult that extended discussion when it is relevant to a particular sanction decision, the requirement that an adjudication must track that lengthy and minute detail in order to impose any sanction would create an unnecessarily cumbersome process.” (*supra* at paragraph 51).

Likewise, the amount of injury, or potential injury, to a client, the public, the legal system or the profession is a significant factor.

#### VIOLATION OF DUTY OWED

Pursuant to M. Bar R. 21(c) and the ABA Standards, the Court has considered the duty that Sineni violated as a result of his behavior. A review of the Counts I-IV demonstrate that Sineni's conduct constituted violations of duties owed to his clients and to the administration of justice. In addition, Sineni violated duties that he owed to the court, to the public, and to his profession.

#### DEFENDANT'S MENTAL STATE

Pursuant to M. Bar R. 21(c) and the ABA Standards, the Court has also considered Sineni's mental state in committing the various acts of professional misconduct. Based upon the findings, the Court concludes that Sineni's actions were sometimes intentional and other times knowing.

#### ACTUAL OR POTENTIAL INJURY

Pursuant to M. Bar R. 21(c) and the ABA Standards, the Court has considered the actual and potential injury resulting from Sineni's misconduct. At times, that misconduct was serious and intentional; other times, Sineni's

misconduct was knowing or reckless. Either way, the misconduct exacted varying degrees of injury to vulnerable clients and the profession.

#### APPLICATION OF AGGRAVATING AND MITIGATING FACTORS

Pursuant to M. Bar R. 21(c) and ABA Standards 9.2 and 9.3, the Court has considered the applicable aggravating and mitigating factors. While the correlating ABA Standards themselves warrant Sineni's suspension, the following aggravating factors are also implicated:

- (b) selfish motive;
- (c) a pattern of misconduct;
- (d) multiple offenses;
- (h) vulnerability of victim(s);
- (i) substantial experience in the practice of law; and
- (k) illegal conduct.

There are also mitigating factors for this Court's consideration. To begin with, Sineni has no prior discipline. In 2009 he received a warning (with dismissal) arising from his failure to appear at a criminal client's court hearing. Secondly, Sineni has struggled to properly manage his practice and has experienced personal/emotional problems and difficult parenting circumstances. Thirdly, Sineni acknowledges that his actions were harmful to

some clients and he requires professional intervention, including MAP contracted services and assistance with law office management.

Therefore, with agreement of the parties, the Court ORDERS:

1. Consistent with M. Bar R. 21(c) and an analysis of the severity of Sineni's misconduct, the relevant aggravating/mitigating factors, and the parties' sanction proposal, this Court imposes a two-year suspension upon Attorney Sineni. Because Sineni agrees that his misconduct is serious and is willing to engage in remedial measures designed to improve his law office management, the Court suspends all but 9 months of the two-year suspension, with conditions that will be detailed within the final sanction order. Those conditions shall include Sineni's participation in a trust account program/school, monitoring by another Maine lawyer and execution of a MAP contract. Sineni shall have met with and executed that contract by March 1, 2019.

2. Sineni shall serve an actual suspension for the period of 9 months. The start date of that suspension shall be determined after the April 4, 2019, final sanction hearing. Also reserved for the April 4 hearing is the issue of allocation of the Board's prosecution costs, if the parties remain unable to agree on an amount of costs to be paid by Sineni.

3. In the event that the Lawyers' Fund for Client Protection (LFCP) pays any claims on behalf of Sineni (including after the effective date of this Court's orders), he shall be responsible for reimbursement of those claims in a manner acceptable to the LFCP Trustees. Compliance with this provision shall be a consideration for the Court upon any petition for reinstatement.

4. Final hearing on sanctions scheduled for April 4, 2019, at 1:30 pm, at the Capital Judicial Center in Augusta.

Dated: February 19, 2019

\_\_\_\_\_/s/\_\_\_\_\_  
Justice Donald G. Alexander  
Associate Justice  
Supreme Judicial Court