



ORIGINAL

**1. IN THE COURT OF COMMON PLEAS WESTMORELAND COUNTY PENNSYLVANIA
2. CIVIL RICO**

3. DEBORAH A. BUJDOS

JUDGE TIMOTHY CREANY

Plaintiff,

Docket number 3302CJ2018

vs

4. LINDA WHALEN, et, al
Defendant.

FILED IN
PROTHONOTARY'S OFFICE
WESTMORELAND COUNTY
2020 JAN 10 AM 10:31
CHRISTINA O'BRIEN
PROTHONOTARY

**5. PLAINTIFFS OBJECTIONS TO ATTORNEY WHALEN'S AND PNC BANK
PRELIMINARY OBJECTIONS**

6. And now comes the Plaintiff , representing herself with her objections to the preliminary objections of Attorney Whalen, Attorney Heidi Norton, Attorney Anthony De Bernardo , attorney Travis Dunn , Larry Bujdos, Roy Reick, Pnc Bank, Scott Shoup, and by association in fact Pnc Bank Cetera, Met Life are also liable for plaintiffs damages.

7. This Civil RICO complaint stemmed from Plaintiffs prior divorce that was conducted with fraud and other Crimes that are RICO Violations. It began with Attorney Whalen, Attorney Norton, Larry Bujdos committing theft by deception of my monthly 3,750.00 a month Annuity income. Scott Shoup, was our financial advisor at the time of the divorce and failed to full fill his fiduciary duty

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while he was representing and selling MetLife Insurance company variable annuities and was being supervised by Cetera, Met Life who are also liable for plaintiffs damages as they were associated with Scott Shoup. All Defendants worked in Association With The RICO Enterprise, That Illegally Took Control And Held Hostage Of Plaintiffs Retirement Annuity Income assisted defendants To Gain Income For 5 Years From Plaintiffs Annuity Income That Caused Her To Be Financially Prevented From Defending Herself In The Deliberately Delayed Divorce.

8. Attorney Whalen, Larry Bujdos, her client, and Plaintiffs own attorney Heidi De Bernardo -Norton were the first three who worked in concert as the formation of the RICO enterprise. We can now refer to the enterprise to be known as the, "WWCFCE" "Whalen Westmoreland Family Court Enterprise, WWCFCE"
9. The first of the crimes was Theft by Deception of Plaintiffs \$3,750.00 a month jointly owned annuity income she was ordered to continue to receive.
10. See: The 10-24-12 Support order stating that Plaintiff was to continue receiving her annuity income, and that the husbands monthly support of 4,400.00 was based on the wife continuing to get her annuity income. That order clearly shows that it was Heidi's duty to report my loss of income to the DRO and request an increase in support, after she gave my 3,750.00 a month annuity to Whalen without my consent.
11. The 10-24-12 order showed the correct guideline as \$8150.00 for plaintiffs monthly support APL she was entitled to. According to the PACSES Rules, Heidi knew

what the order said and knew I was only receiving 3,582.00 month instead of the \$8,150.00 The court ordered on 10-24-12.

12.

13. All of The Attorneys and the judges all worked In Concert By not providing, me the dependent spouse with the correct APL

14. All of The Attorneys and the judges all worked In Concert By By Ignoring The Husbands Proven Spousal Support Fraud and repeatedly denied her an increase in support when her financial circumstances drastically changed after taking her 3,750.00 a month annuity income, which if this happened in any other case that loss creates the circumstance that entitles the wife to an increase in support to be on a par / equal financial ground to defend herself. Denying her the increase or releasing her annuities Kept The Plaintiff Financially Suppressed despite the forensic evidence that the husband was grossly under reporting his income for 5 years.

15. See: Plaintiffs Certified Forensic Accountant, Alex Kindlers Disposable monthly income report done on the husband for the years of 2012-2013-2014-2015. The report shows that the husbands monthly income after taxes in 2012 was \$20,000.00 a month., not the 11,000.00 he reported on the 10-24-12 support order as seen in

a. The Support order dated 12-19-12 that shows he only reported \$7,000.00 a month income to avoid paying the wife the correct APL.

16. The scheme to financially suppresss the wife began with Attorney Norton and Attorney Whalen, taking wifes income , was an act of theft by deception . Attorney Whalen continued the crime naming herself, the dual fiduciary and did not require

Heidi to be listed as a co-trustee . She named herself as a dual fiduciary over my annuity income despite the huge conflict of interest.

17. She did this too without Plaintiffs informed consent and was absent any agreement.

18. After taking my annuity income without my knowledge or consent the dirty deed was continued by Attorney Whalen and Attorney Norton creating a forged POA.

19. Attorney Whalen violated this rule : A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims, against the third party, here it was me the wife who did not give her any signed informed consent.

20. Yet She prepared the final order missing 4 million to divide.

21. Attorney Whalen never had Plaintiffs consent to be her fiduciary.

22. Attorney Whalen failed to provide full disclosure of assets in the final order she prepared on 7-18-17 and failed in her duty as a dual fiduciary to provide the Lawyers disclosure that shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the equitable Distribution. .

23. Here it was a conflict of interest for Attorney Whalen to be in control of Plaintiffs funds for 5 years without her consent and refused to release it when she was aware the third party and was not represented by counsel while she was holding Plaintiffs annuity income hostage and then proceeded to prepared the 7-18-17 final order as she stated she would be doing in Judge Smails transcript from 3-4-16 she admits she will prepare the final order for the court, that was missing 4 million to divide.

24. Attorney Whalen deliberately ignored this rule: and caused the defendants to loose interest on the 450,000.00 in annuity income she had access to during the five years

, All Nonqualified Funds shall be placed in a Non-IOLTA Account or in another investment vehicle SPECIFICALLY AGREED UPON BY THE LAWYER AND THE CLIENT OR THIRD PERSON which owns the funds.

25. Attorney Whalen and Attorney Heide De Bernardo Norton should be charged with theft by deception after taking Plaintiffs Annuity income without her consent , conversion of protected annuity income to pay themselves and others in the RICO enterprise to continue delaying the case to gain income from the illgotten annuity funds .

26. Attorney Whalen should be charged with professional misconduct arising out of Plaintiffs justified allegations that she commingled and converted her non qualified retirement annuity funds in her firms non interest bearing PNC IOLTA ACCOUNT WITH OUT THE THIRD PERSONS CONSENT

27. She repeatedly failed to respond to the third parties(the Plaintiffs) lawful demands for the release of the third parties funds for 5 years denying her the right to appeal the final order that was missing 4 million to divide.

28. PNC BANK also became a defendant by association with Attorney Whalen and her misuse of clients and third parties funds.

**29. PLAINTIFF SHALL BE REQUESTING DOCUMENTS LISTED BELOW
THAT PROVE THAT PNC BANK FULFILLED THE REQUIREMENTS
FOR THE IOLTA ACCOUNT THAT HELD PLAINTIFFS INCOME**

30. An account shall not be considered an IOLTA Account unless the Eligible Institution at which the account is maintained shall:

- a. Remit at least quarterly any income earned on the account to the IOLTA Board;
- b. Transmit to the IOLTA Board with each remittance and to the lawyer who maintains the IOLTA Account a statement showing at least the name of the account, service charges or fees deducted, if any, the amount of income remitted from the account, and the average daily balance, if available; and

31. PNC BANK SHALL PROVIDE PROOF OF THE AMOUNT OF INTEREST THE BANK GAINED FROM PLAINTIFFS 225,000.00 ANNUITY INCOME HELD IN THEIR BANK

32. QUESTIONS FOR PNC BANK

33. (3) Did PNC pay a rate of interest or dividends no less than the highest interest rate or dividend generally available from the Eligible Institution to its Non-IOLTA customers when the IOLTA Account meets the same minimum balance or other eligibility qualifications, and comply with the Regulations of the IOLTA Board with respect to service charges, if any.
34. (p) Attorney Whalen shall be liable in damages and held to have breached her self appointed position as a dual fiduciary duty and responsibility to the Plaintiff.
35. Her Breach is Proven to be true and seen in her bad judgment and lack of good faith knowing that the monies were Non Qualified Funds and were improperly deposited in a non interest bearing account and held hostage with out the Plaintiffs consent.
36. The attorney is liable for her bad judgment and lack of good faith knowing that the plaintiff was financially handicapped by taking her annuity income were.

37. She knew the annuity income was Non Qualified Funds she continued to deposit the approx. 225,000.00 annuity funds into PNC Banks non interest bearing IOLTA account for 5 years.
38. She knew The Plaintiff's share of the Non-qualified funds, of \$7,500.00 a month annuity retirement were funds of significant amount the \$7,500.00 a month annuity retirement funds were too large and supposedly to be held for along time, to place in the IOLTA account, Attorney Whalen was aware of this and by her actions she caused PNC Bank to be liable as they were associated with the enterprise that was financially suppressing me
39. Attorney Whalen lied to attorney Norton about the future use of the funds, noted in her (attached letter to Attorney Norton January 2013) that the \$7500.00 a month annuity "retirement funds would just sit in her account until they hammered things out" until the parties had equitable distribution. 316,000.00 of the 450,000.00 she had access to from joint annuity income guaranteed annuity for life income was used as a slush fund to pay her and others.
40. Which should have been placed in a separate interest bearing trust account.
41. Attorney Whalen was aware the funds were non qualified and knew non-qualified funds shall not be deposited in an IOLTA account , Instead, the non-qualified funds must be placed in an interest bearing trust account for the benefit of the client or third person or in another investment vehicle specifically agreed upon by the lawyer and the client or third party.

42. Both parties were denied the interest that could have been generated by these funds had they been properly deposited in an interest bearing account.

43. Attorney Whalen willfully and deliberately failed to comply with all duties expected of her as the lawyer arising from R.P.C. 1.15 flow to the client or third party who owns the funds

44. Whenever a lawyer holds funds belonging to clients or third parties, the lawyer must maintain at least two types of separate accounts: (Not if your Attorney Whalen apparently)

a. She failed to have the funds held in 2 separate Trust accounts in which client or third party funds are held

b. Attorney Whalen and PNC bank were aware that Trust accounts typically are of two types: one or more non-IOLTA accounts for funds expected to be retained for longer periods of time with accrued interest to be paid to the client, and an IOLTA account for client funds that are nominal in amount or are expected to be held for a 7 short period of time

45. Attorney Whalen failed to provide Plaintiff with any records showing the Accrued interest on her funds in her IOLTA account that she paid directly to the IOLTA Board.

46. She failed to create Separate trust accounts for her client and the Plaintiff.

47. Attorney Whalen failed to comply with the automatic and unequivocal, strict fiduciary duty that is intrinsic to handling funds of another.

48. Serious disciplinary consequences result from deliberate or careless mishandling of client funds, which can include referral to the Office of Disciplinary Counsel and criminal prosecution.

49. Attorney Whalen failed to consider In an age when the social value of lawyering and the integrity of lawyers are often severely criticized, increased awareness and control over handling funds belonging to third persons has strict rules to follow.

50. The Withdrawal or transfer of funds held by an attorney for any reasons may only be made with the actual knowledge and authorization of the client or third person, here Attorney Whalen never had consent to pay a master of her choice !0,000.00 before the parties Plaintiffs motion was heard to delay the master hearings until after her discovery was complete.

51. Forcing Plaintiff to attend masters hearings before her discovery was done , violated the WC rules for when a master may be appointed and the amount and procedure for paying a master. This was done without the Plaintiffs knowledge or consent. Or without fee agreement or by notice.

52. A lawyer shall never under any circumstances withdraw cash from a trust account.

a. BOTH ATTORNEY WHALEN AND NORTON ARE GUILTY OF FORGERY

53. Both attorney Whalen and Norton are guilty of Forgery and creating a false instrument On 4-17-13 Attorney Whalen and Attorney Heidi De Bernardo Norton created a false POA, instrument (a notarized limited power of attorney) Done to gain full control the plaintiffs share of the monthly annuity checks with out her knowledge or consent.

54. A lawyer should never execute an instrument transferring them power over trust account funds, without providing a clear journal and ledger entries identifying the client funds from which the transfer is made, and the purpose of such transfer (e.g., for fees earned according to a billing or fee statement), and the identity of the transferee.
55. CLIENT FUNDS MUST REMAIN IN A TRUST ACCOUNT FOR THE ENTIRE TIME THEY ARE IN THE LAWYER'S POSSESSION AND MAY NOT BE USED TO PAY OTHERS WITHOUT PLAINTIFFS CONSENT, "borrowed," even for a moment, or applied to interests of the lawyer or other clients.
56. Attorney Whalen failed to follow the Identification of Trust Accounts R.P.C. 1.15(g) specifically requires attorneys to identify client trust accounts to the banking institution where such accounts are held.
57. Plaintiff will be requesting documented proof from attorney Whalen and PNC Bank records that the Identification of Plaintiffs Trust Accounts R.P.C. 1.15(g) were specifically complied with by attorney Whalen to identify client trust accounts to the banking institution where such accounts are held
58. Attorney Whalen failed to assure that each account was given the special distinctive title identifying it as a trust account.
59. Plaintiff is requesting copies of all Checks and deposit slips.
60. Attorney Whalen lied to the PA lawyers fund by saying she was not Plaintiffs fiduciary despite knowing that A lawyer acts in a fiduciary capacity when serving as a personal representative, receiver, trustee, agent under her fake a power of attorney, or other similar position. "

61. Fiduciary funds” are defined simply as Rule 1.15 Funds which the lawyer holds as a fiduciary.
62. Attorney Whalen named herself as the fiduciary, escrow agent and improperly in January 2012 and began depositing the funds in her IOLTA account knowing the funds were to be strictly subject to the IOLTA account requirements.
63. Rule 1.15 and Rule 221 each provide that fiduciary funds must be placed in a trust account, or in another investment or account which is authorized by law or which is authorized by the agreement governing the fiduciary relationship.
64. Attorney Whalen’s handling of fiduciary funds remains subject to Pennsylvania law governing fiduciary relationships.
65. Attorney Whalen’s appointing herself a dual fiduciary makes her liable for the damages Plaintiff suffered as a result of her conflict of interest when assigned herself dual fiduciary with the responsibilities under Rule 1.15 apply when the lawyer acts as an escrow agent, settlement agent, or representative payee.
66. Money or property received while wearing any of these hats is Rule 1.15 Funds that must be held in an appropriate trust account. Not in an IOLTA Account.
67. The Duty of Notice A lawyer must promptly notify the client or third party of receipt of funds in which the person has an interest. She never provided me with any receipts.
68. “Prompt” notification should take place in a matter of days rather than weeks or months.
69. The Duty of Recordkeeping R.P.C. 1.15(c) requires a lawyer to maintain complete records of the receipt, maintenance, and disposition of funds and property held for clients and third parties

70. A lawyer must preserve the required records described below for a period of five years after termination of the attorney-client or fiduciary relationship, or after distribution or disposition of the funds or property held in trust, whichever is later.
71. Retention of records for longer periods of time may be prudent for considerations related to malpractice defense, availability for minors or other legally incapacitated persons, tax audits, and other purposes.
72. The following are records and recordkeeping requirements and procedures imposed by Rule 1.15(c) and Rule 221(e). Required Records a. Fee Letters and Agreements.
73. Attorney Whalen failed to maintain all writings communicating the basis of the lawyer's distribution of clients and third parties funds statements required by Rule 1.5(c);
74. Plaintiff will be requesting all Transaction Records provided by PNC the financial institution that maintained the trust account, including cancelled checks, statements, records of deposit, records of electronic transactions, etc., must be maintained by the attorney or law firm;
75. Plaintiff will be requesting The annuity funds account Check Registry.
76. A lawyer must maintain a check registry or separate ledger listing the payee, date, purpose and amount of each check, withdrawal and transfer; the payor, date, and amount of each deposit; and the matter involved for each transaction;
77. The Plaintiff /Third Party of the IOLTA account held by Attorney Whalen who held Plaintiffs funds as a third party.
78. Plaintiff will be requesting the required individual ledger for each client and/or third party, showing the source, amount and nature of all funds held on behalf of the client or

third party, as well as the description and amounts of charges or withdrawals, the identity of who received disbursements, and the dates of all deposits, transfers, withdrawals and disbursements; e. Trial Balance. A regular trial balance of individual client or third party trust ledgers must be maintained.

79. Plaintiff will be asking for Attorney Whalen's Recordkeeping Procedures and the document authorizing her to be a Signatory on Jointly owned Annuity Checks .

80. Only an attorney admitted to practice in Pennsylvania or a person under the lawyer's direct supervision may be a signatory for a trust account maintained by that attorney.

81. A lawyer should never use a signature stamp. b. Format of Records. Required records may be maintained in hard copy form, electronically, or other media as long as the records comply with Rule 1.15(c) and printed copies can be easily produced.

82. All required records must be backed-up at a minimum at the end of each day on which entries have been made into the records.

83. Whatever system is used, the attorney remains responsible for the proper management and review of the recordkeeping process

84. . Attorney Whalen failed to provide Plaintiff with: the Reconciliations of balances of all journals, ledgers, and checkbooks, and other financial records must be prepared monthly, if not more frequently. Monthly or periodic bank statements should be opened immediately and reconciled with the internal records. An attorney should carefully and critically review both internal and bank statement reconciliations.

85. Attorney Whalen failed to provide Copies of all records and computations sufficient to prove compliance with the reconciliation requirement of Rule 1.15(c)(4) must be

maintained for a minimum of five years. d. Maintenance of Records. As set forth above, according to Rule 1.15(c),.

86. Production of records. All records must be readily accessible for production to the Pennsylvania Lawyers Fund for Client Security and the 12 Office of Disciplinary Enforcement.
87. Plaintiff will be requesting all records provided to the Disciplinary Counsel of the Office of Disciplinary Enforcement, an attorney must produce the requested records within ten business days
88. . Failure to produce requested records may result in the initiation of proceedings for temporary license suspension. .
89. All clients and third parties for whom funds are being held must be notified of who will be holding their funds and to discuss how they will be refunded or otherwise handled moving forward. Attorney Whalen failed to provide this in January 2013.
90. Both parties were denied Interest payable on a trust account belongs to the client or other person whose money earned the interest. The only exception is the interest on funds that are nominal in amount or funds expected to be held for a short period of time that are deposited in an IOLTA account, as discussed below.
91. Duty to Account On request, appropriate accounting must be provided. A lawyer holding funds for clients and third parties is acting as a fiduciary has a duty to provide an accounting of such funds upon the request of the client or the third party owner of the property.
92. Attorney Whalen refused to provide Plaintiff with the balance of her funds in September 2014 after Attorney Heidi Norton abandoned the plaintiff and quit her case.

Proof is seen in attorney Whalen September 2015 response letter Plaintiff where she refused to provide Plaintiff with the balance in the IOLTA account

93. Attorney Whalen repeatedly denied Plaintiff Any request for information from Plaintiff whose funds she held as to the status of those funds should be considered a request for an accounting and must be answered promptly and thoroughly.

94. Whalen refused Plaintiff An accounting of her funds attorney Whalen should have provided the following information, at a minimum: a. All funds received, including date of receipt, source, and amount (i.e., funds deposited in trust account, endorsed over to client, etc.);

95. b. All disbursements made, including date, payee, amount, and purpose; c. Interest, charges, and other credits or debits accrued; and d. Amounts currently held, location, and purpose for which they are held, and contingencies, if any, which must be met before final disbursement.

96. Attorney Whalen repeatedly ignored this :14 5. Requirement of Delivery When the client or third party is entitled to payment of funds held by an attorney, the lawyer has a duty to deliver the funds as promptly as possible. Attorney Whalen refused to release Plaintiffs 10,000.000 of her funds needed for her to hire an attorney Nicole Kary's on August, 10, 2017 to appeal the final order that was missing 4 million to divide. She Denied plaintiff ability to appeal.

97. Withdrawal or disbursement of funds from a trust account may only be by wire transfer or check payable with owners consent to an authorized payee.

98. Plaintiff did not consent to attorney Whalen paying Master Eric Bononi 10,000.00 .

There is no court order stating she could pay him 10,000.00

99. Withdrawals and disbursements must never be made in cash Attorney Whalen paid others in cash by writing a check directly to herself and others.

100. Delivery to a client of funds in which a third party has a legally enforceable interest can result in both civil liability and disciplinary sanctions against Attorney Whalen

101. The annuity funds were owned by both parties and were in pay status since 2008 monthly joint checks were received by the parties until Attorney Whalen began holding them hostage in September 2012..

102. Did PNC agree to abide by requirements of Rule 221 of the Rules of Disciplinary Enforcement and the additional requirements for IOLTA accounts.

103. Plaintiff intends to request PNC records proving they complied with the IOLTA requirements of the Rules for Interest on Lawyer Trust Accounts, 204 Pa. Code 81.101, et. Seq

104. **PLAINTIFF WILL BE REQUESTING ATTORNEY WHALEN PROVIDE HER 5 YEARS**

OF THE : § 81.111. Annual Certification of Compliance with Pa.R.P.C. 1.15.

a. On or before July 1 of each year, each lawyer who is required by Pa.R.D.E. 219 to pay an annual fee must also file with the Administrative Office a signed statement on the prescribed form stating his or her familiarity and compliance with Pa.R.P.C. 1.15 in regards to handling funds, maintaining IOLTA Accounts and Pa.R.D.E. 221.

- b. Plaintiff will be requesting from PNC the proof that the attorney Whalen provided them with as proof that she had authority to deposit Plaintiffs non-qualified funds
105. Plaintiff will be requesting PNC'S documentation from attorney Whalen assuring PNC that she would be responsible and utilized and met the above requirements
106. There are specific financial disclosures that must be made part of the attorney annual registration form as required by the Disciplinary Board. Recent amendments to the Rules of Disciplinary Enforcement have expanded these disclosure requirements, and information about trust and other accounts used in the law practice are more comprehensive than in the past.
107. The section entitled Financial Data requires specific disclosure of accounts that hold client and third party funds.
108. Plaintiff will be requesting proof that Attorney Whalen provided The IOLTA Board with name of the bank or brokerage firm that provided Plaintiffs monthly annuity checks, along with the account number, and whether the account held client funds, both qualified and non-qualified.
109. One of the new disclosure rules requires that, in addition to accounts held within the Commonwealth, the Attorney Whalen must provide the name of the financial institution, location (including state), and account number for every account located

outside Pennsylvania in which client or third-party funds subject to Pa.R.P.C. 1.15 are held

110. . The required annual disclosures apply to all attorneys, including those who are employed by a law firm, whether or not the attorney manages the firm accounts.

111. The IOLTA Board conducts a reconciliation of all accounts that are identified as being IOLTA accounts that also hold Pennsylvania Rule 1.15 Funds on registration financial disclosures with those reported by PNC BANK to ensure that the Pennsylvania IOLTA Board's Tax ID has been assigned to the interest earned. Plaintiff shall be requesting PNC 's report.

112. PNC must provide Plaintiff with their **currency transaction report (CTR)** for Plaintiffs funds which is a report that U.S. financial institutions are required to **file** with FinCEN for each deposit, withdrawal, exchange of currency, or other payment or transfer, by, through, or to the financial institution which involves a transaction in currency of more than \$10,000.

113. Has PNC adhered to the foregoing, that attorneys are required to disclose account information for all accounts holding client and third-party funds over which the attorney had (no sole or shared signature authority) over Plaintiffs annuity income,

114. Plaintiff has repeatedly notified PNC bank, Cetera, Broker Scott Shoup, Met Life Annuity Dept, the Family and Commonwealth Court that Attorney Whalen

never had Plaintiffs authorization to deposit or transfer funds from Plaintiffs annuity Income account, regardless of whether the funds held in such accounts are subject to Rule 1.15.

115. This requirement is broad in scope in as much as it encompasses accounts that may not be actually held by the attorney or completely under the attorney's control.

116. These accounts would include an any account for which the attorney serves as an executor or co-executor, a trust account where the attorney may serve as trustee or co-trustee, an escrow account where the attorney serves as escrow agent, etc.

117. Provide Attorney Whalen's documents presented to PNC that are also required to disclose all business operating accounts maintained or utilized in the practice of law.

118. Provide PNC "s required a statement certifying that attorney Whalen is familiar and in compliance with Rule 1.15 regarding IOLTA accounts.

- a. As stated above , the basic rules are simple and were not followed by Attorney Whalen or by PNC bank who were aware :
- b. Attorneys must hold client and third party funds in separate accounts at qualified banking institutions.
- c. They must notify the owner of all funds received.
- d. They must keep appropriate records, including journals and ledgers
- e. . They must reconcile bank statements and correct errors.
- f. They must provide accounting for funds upon request, and they must deliver funds to the entitled owner promptly.
- g. With Rule 221 in place, the clarity of the rule is supplemented by an automatic alarm system which alerts the Lawyers Fund for Client Security Board of possible violation.
- h. Plaintiff has filed complaints against Attorney Whalen, with the Lawyers Fund for Client Security Board of her violations
- i. And reported her lying to the board about why the annuity checks stopped being issued. She failed to tell the truth that the checks were stopped by Plaintiff after she learned that Attorney Whalen's client, (plaintiff's ex husband) removed the plaintiffs name from the 500,000.00 jointly owned MetLife and the john hancock retirement annuities for life without her knowledge or consent in February 2015 .

- j. Court Records show that Attorney Whalen appointed herself to be the parties dual fiduciary despite the many times Plaintiff objected to that and she refused to step down.
- k. She violated her fiduciary duty to Plaintiff when she deliberately concealed the fact that
- l. Her client illegally removed the plaintiffs name from the jointly owned Metlife Annuity and She concealed that annuity checks were suspiciously issued in just her clients name Larry Bujdos's**
- m. She was depositing the fraudulent checks in her iolta account at PNC during February – August 2015 without notifying the bank, iolta board or the plaintiff of the change made on the monthly checks just written out to the Laurence Bujdos instead of issuing them in both names.
- n. Had PNC or Attorney Whalen paid a modest amount of attention to these simple principles that would have prevented PNC bank and Attorney Whalen's liability for the Plaintiffs damages due to their incorrect handling of her non qualified non transferable annuity, income or fiduciary funds.
- o. Attorney Whalen violated the Pennsylvania Rule of Professional Conduct (Pa. R.P.C.) 1.16(d) 3 Pa. R.P.C. 1.15(b) 4 See also, PBA Formal Opinion 95-100 5 In Re Anonymous No. 98 DB 92, 23 Pa. D. & C. 4th 452 (1994) 6 In Re Anonymous No. 98 DB 92, 23 Pa. D. & C. 4th 452 (1994) 7 Pa. R.P.C. 1.15(c) 8 Pa. R.P.C. 1.15(o) 9 Pa. R.P.C. 5.3(b) 10 See Pa. R.P.C. 1.15(c) 11 Pa. R.D.E. Rule 221(b) 12 Pa. R.D.E. Rule 221(h) 13 Pa. R.D.E. Rule 221(o) 14 Pa. R.D.E.

Deborah P. Bujdos 1-10-20

**THE COURT OF COMMON PLEAS
WESTMORELAND COUNTY, PENNSYLVANIA**

Civil Action No.
3302CJ2018

Service by FAX , Electronic Mail and U.S. Mail 1-6-2020

Deborah A. Bujdos
Plaintiff

PRO SE

v.

Cetera Financial Group,
Kimberly Fleck , Scott Shoup, et,al,
Defendant

Winget, Spadafora & Schwartzberg, LLP
Joel M. Wertman, Esquire
Douglas G. Fogle, Esquire

ORDER

AND NOW this day of 2020 , upon consideration of the
Plaintiff's request for discovery and to amend her complaint AND DISMISS DEFENDANTS
MOTIONS TO DISMISS HER AMENDED COMPLAINT .

It is ORDERED and DECREED that the said Plaintiff shall be granted discovery and time to
amend her complaint.

**THE COURT OF COMMON PLEAS
WESTMORELAND COUNTY, PENNSYLVANIA**

Civil Action No.
330CJ2018

Service by FAX, Electronic Mail and U.S. Mail ON1-6-2020

Deborah A. Bujdos
Plaintiff

PRO SE

v.

Scott Shoup, et,al,
Defendant

Joel M. Wertman, Esquire
Douglas G. Fogle, Esquire

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Deborah A. Bujdos
Plaintiff

PRO SE

v.

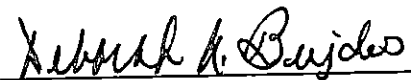
Cetera Financial Group,
Scott Shoup, et,al,
Defendant

Winget, Spadafora & Schwartzberg, L
Joel M. Wertman, Esquire
Douglas G. Fogle, Esquire

VERIFICATION

I, Deborah Ann Bujdos, the Defendant, in this case hereby verify that the facts set forth in the within DOCUMENTS are all facts are true and correct. I understand that such statements are made subject to the penalties of Pennsylvania Crimes Code 18 Pa. §4904 relating to unsworn falsification to authorities.

Date 1-6-2020



Deborah Ann Bujdos/ Defendant
113 Branthoover Street
Belle Vernon, PA 15012
Ph 724-322-2590

VIA — Fax 724-268-3091
dabujdos@yahoo.com

**THE COURT OF COMMON PLEAS
WESTMORELAND COUNTY, PENNSYLVANIA**

Civil Action No.
3302-2018
Service by FAX, 1-6-2020

Deborah A. Bujdos
Plaintiff

PRO SE

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Winget, Spadafora & Schwartzberg, LLP
Joel M. Wertman, Esquire
Douglas G. Fogle, Esquire

**I Certify That A True And Correct Copy OF RESONSES AND BRIEF Was Sent ALL
DEFENDANTS and the Honorable Judge Creany Via Fax and regular mail ON 1-6-2020**

by ,

Deborah Ann Bujdos

Deborah Ann Bujdos

CERTIFICATE OF SERVICE

I, [DEBORAH A. BUJDOS, PLAINTIFF], Pro Se, hereby certify that on 1-6-2020 a true and correct copy

of the Plaintiffs Brief

was served by facsimile and or first-class mail to the parties listed below:

Gregory Star, Esq.
Brian Burack, Esq.
Matthew F. Smith, Esq.
Laura L. Reinhard, Esq.
Cozen O'Connor
One Liberty Place
1650 Market Street, Ste. 2800
Philadelphia, PA 19103
Defendant Metropolitan Life Ins. Comp.

Douglas G. Fogit, Esq.
1528 Walnut Street, Ste 1502
Philadelphia, PA 19102
Cetera and Scott Shoup

Robert A. Arcovio, Esq.
535 Smithfield Street
Oliver Building, Suite 1100
Pittsburgh, PA 15222
Defendant Roy Reick, CPA

Amy J. Coco, Esq.
602 Law and Finance Bldg.
Pittsburgh, PA 15219
Defendants Heidi Norton and Tony De Bernardo

Scott Eberle, Esq.
Laura E. Bemson, Esq.
48 26th Street
Pittsburgh, PA 15222
Defendant Attorney Limited Whalen

Eric Dee, Esq.
231 S. Main Street
Greensburg, PA 15601
Defendant Lauren Bujdos

David J. Nichols, Esquire
Bootay Bevington & Nichols, LLC
6 Clairton Boulevard
Pittsburgh, PA 15236
Defendant Attorney Travis Dunn

ROBERT A. ARCOVIC, ESQUIRE
PA I.D. NO. 30649
arconvio@margolisedelstien.com

MARGOLIS EDELSTIEN
HENRY W. OLIVER BUILDING
SUITE 1100
535 SMITHFIELD STREET
PITTSBURGH, PA 15222
PHONE/FAX: 412-355-3997

By Deborah Ann Bujdos

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