IN RE: LYNN A. SEMENTELLI

NO. BD-2013-106

S.J.C. Order of Term Suspension entered by Justice Cordy on December 4, 2013.[1]

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[1] The complete Order of the Court is available by contacting the Clerk of the Supreme Judicial Court for Suffolk County.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPREME JUDICIAL COURT
FOR SUFFOLK COUNTY
NO: BD-2013-106

IN RE: Lynn A. Sementelli

ORDER OF TERM SUSPENSION

This matter came before the Court, Cordy, J., on an Information and Record of Proceedings pursuant to S.J.C. Rule 4:01, § 8(6), with the Recommendation and Vote of the Board of Bar Overseers (Board) filed by the Board on October 29, 2013. The parties having waived hearing and having assented to the entry of an order of suspension by letters dated November 26, 2013, and December 3, 2013;

It is ORDERED that:

1. Lynn A. Sementelli is hereby suspended from the practice of law in the Commonwealth of Massachusetts for a period of eighteen (18) months. In accordance with S.J.C. Rule 4:01, § 17(3), the suspension shall be effective thirty days after the date of the entry of this Order. The lawyer, after the entry of this Order, shall not accept any new retainer or engage as a lawyer for another in any new case or legal matter

of any nature. During the period between the entry date of this Order and its effective date, however, the lawyer may wind up and complete, on behalf of any client, all matters which were pending on the entry date.

It is FURTHER ORDERED that:

2. Within fourteen (14) days of the date of entry of this Order, the lawyer shall:

a) file a notice of withdrawal as of the effective date of the suspension with every court, agency, or tribunal before which a matter is pending, together with a copy of the notices sent pursuant to paragraphs 2(c) and 2(d) of this Order, the client's or clients' place of residence, and the case caption and docket number of the client's or clients' proceedings;

b) resign as of the effective date of the suspension all appointments as guardian, executor, administrator, trustee, attorney-in-fact, or other fiduciary, attaching to the resignation a copy of the notices sent to the wards, heirs, or beneficiaries pursuant to paragraphs 2(c) and 2(d) of this Order, the place of residence of the wards, heirs, or beneficiaries, and the case caption and docket number of the proceedings, if any;

c) provide notice to all clients and to all wards, heirs, and beneficiaries that the lawyer has been

suspended; that she is disqualified from acting as a lawyer after the effective date of the suspension; and that, if not represented by co-counsel, the client, ward, heir, or beneficiary should act promptly to substitute another lawyer or fiduciary or to seek legal advice elsewhere, calling attention to any urgency arising from the circumstances of the case;

d) provide notice to counsel for all parties (or, in the absence of counsel, the parties) in pending matters that the lawyer has been suspended and, as a consequence, is disqualified from acting as a lawyer after the effective date of the suspension;

e) make available to all clients being represented in pending matters any papers or other property to which they are entitled, calling attention to any urgency for obtaining the papers or other property;

f) refund any part of any fees paid in advance that have not been earned; and

g) close every IOLTA, client, trust or other fiduciary account and properly disburse or otherwise transfer all client and fiduciary funds in her possession, custody or control.

All notices required by this paragraph shall be served by certified mail, return receipt requested, in a form approved by

the Board.

3. Within twenty-one (21) days after the date of entry of this Order, the lawyer shall file with the Office of the Bar Counsel an affidavit certifying that the lawyer has fully complied with the provisions of this Order and with bar disciplinary rules. Appended to the affidavit of compliance shall be:

a) a copy of each form of notice, the names and addresses of the clients, wards, heirs, beneficiaries, attorneys, courts and agencies to which notices were sent, and all return receipts or returned mail received up to the date of the affidavit. Supplemental affidavits shall be filed covering subsequent return receipts and returned mail. Such names and addresses of clients shall remain confidential unless otherwise requested in writing by the lawyer or ordered by the court;

b) a schedule showing the location, title and account number of every bank account designated as an IOLTA, client, trust or other fiduciary account and of every account in which the lawyer holds or held as of the entry date of this Order any client, trust or fiduciary funds;

c) a schedule describing the lawyer's disposition of all client and fiduciary funds in the lawyer's possession, custody or control as of the entry date of this Order or

thereafter;

d) such proof of the proper distribution of such funds and the closing of such accounts as has been requested by the bar counsel, including copies of checks and other instruments;

e) a list of all other state, federal and administrative jurisdictions to which the lawyer is admitted to practice; and

f) the residence or other street address where communications to the lawyer may thereafter be directed.

The lawyer shall retain copies of all notices sent and shall maintain complete records of the steps taken to comply with the notice requirements of S.J.C. Rule 4:01, § 17.

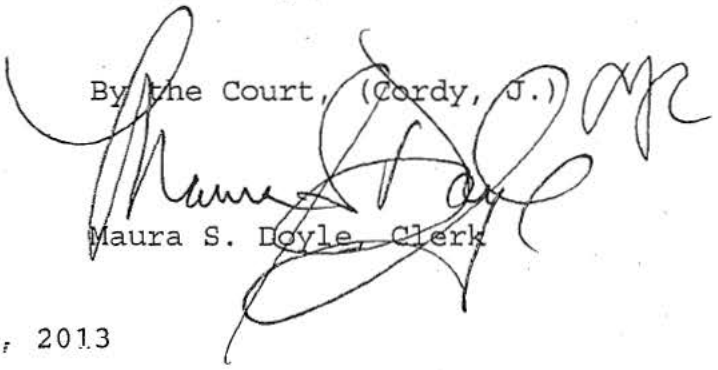
4. Within twenty-one (21) days after the entry date of this Order, the lawyer shall file with the Clerk of the Supreme Judicial Court for Suffolk County:

a) a copy of the affidavit of compliance required by paragraph 3 of this Order;

b) a list of all other state, federal and administrative jurisdictions to which the lawyer is admitted to practice; and

c) the residence or other street address where communications to the lawyer may thereafter be directed.

By the Court, (Cordy, J.)



Maura S. Doyle, Clerk

Entered: December 4, 2013

COMMONWEALTH OF MASSACHUSETTS
BOARD OF BAR OVERSEERS
OF THE SUPREME JUDICIAL COURT

BAR COUNSEL, Petitioner	
v.	
LYNN ANN SEMENTELLI, ESQ., Respondent	

BOARD MEMORANDUM

For various instances of misconduct in connection with four real estate transactions, a hearing committee has recommended that the respondent, Lynn Ann Sementelli, be suspended from the practice of law for three years. Both parties have appealed. Bar counsel seeks a stiffer sanction, arguing that the respondent should be indefinitely suspended. The respondent challenges numerous findings and argues for a reprimand or a short term suspension. Oral argument was held before the full board on June 24, 2013. Except as expressly modified below, we adopt the hearing committee's findings of fact and conclusions of law but modify its proposed sanction. We recommend that the respondent be suspended for eighteen months.

The Findings of the Hearing Committee

We summarize the hearing committee's findings of fact, supplemented where necessary with evidence from the record, as well as its accompanying conclusions of law.[1] The petition for discipline is in four counts, which we break into two groups for purposes of discussion. The first concerns her work as counsel for the lender in the sale

[1] While we have reviewed all of the parties' contentions, we discuss only those matters that warrant discussion.

of a condominium, while the other three counts pertain to transactions in which she and her husband purchased properties for their own account.

Count 1. The first count concerns the sale of Unit #3, 12 Woodlawn Street Boston, a condominium. The respondent acted as closing agent and counsel to the lender, Summit Mortgage LLC.[2] The closing took place on January 24, 2007, when the respondent was an associate with Kushner & Marano. Admitted to the Massachusetts bar in 1999, the respondent was a reasonably experienced real estate attorney at the time of the transactions at issue.

The Woodlawn Street seller was a limited-liability company called Scranton Development. Attorney Charles Sammon was Scranton's sole principal, resident agent, and director. At the time of the closing, Sammon and the respondent had a close personal and professional relationship. The condo was being sold to Sammon's girlfriend for $409,000. It was one of three recently converted units in a building owned by Scranton. When Attorney Sammon bought the building on October 31, 2006, he financed it 100% by first and second mortgages totaling $612,750 from Lancaster Mortgage Bankers, LLC. The respondent had been the closing attorney for the purchase.

Although Sammon had been expected to close the transaction, he asked the respondent to handle the closing on relatively short notice (he claimed he could not notarize documents if he was a party to the transaction). She agreed. On the day of the closing, she received closing instructions from Summit and Citibank, which set out the amounts of the loans and directed her to pay in full all liens on the property and to record Summit's loan in first place and Citibank's in second. The respondent read the instructions and knew that she was responsible for compliance with them. Before the closing, the respondent also reviewed the HUD-1, which she understood had been prepared by a paralegal in Attorney Sammon's office.

[2] Summit was the primary lender for the purchase of the unit, and approved the first loan of $327,200. Citibank N.A. approved a second loan to the buyer of $81,800.

Before documents were signed at the closing, Sammon asked the respondent to wire the entire proceeds from the sale to his own IOLTA account, out of which, he told her, he would immediately make all the payments, obtain the discharges, and record the new mortgages. Based on her prior dealings with Sammon, and without consulting either her lender-client or her employer (Attorney Kushner), the respondent agreed to do so. At the closing on the unit, the respondent signed the HUD-1 settlement statement, which reflected that the amount owed to the first mortgagee was $332,874.10, and that the amount owed to the second mortgagee was $66,167.72. In signing the HUD-1 as settlement agent the respondent certified that "[t]he HUD-1 Settlement Statement I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement." At the time she signed the HUD-1 she knew this was not literally true because she planned to turn – and did turn – the proceeds of the sale over to Sammon on the understanding that he would make those disbursements. She did so trusting that he would make the disbursements.

In addition to the representations she made in the HUD-1, the respondent signed a "First Lien Letter" at the closing. The letter stated, in pertinent part, that "[i]n connection with property covered by the captioned title insurance amendment, we wish to advise that we have closed and completely dispersed the first mortgage in the amount of $327,200.00 on January 24, 2007. This mortgage will be insured as a valid first lien on the property . . . ." The respondent knew that Summit required that it have a first mortgage on the property. She also knew that she would be transferring the proceeds of the sale to Sammon with the expectation that he, not she, would be paying off the prior mortgages, and that she herself would not be recording a first mortgage to Summit and a second mortgage to Citibank.

The respondent's law firm received a fee for her work as the closing attorney on the sale of the unit. On January 25, 2007, the respondent wire-transferred all of the proceeds of the closing into Sammon's IOLTA account. Shortly after the closing, in

March 2007, the respondent left Kushner & Marano to become an associate in Attorney Sammon's office.

It was not until May 2007, when another unit at 12 Woodlawn Street was sold, that a different closing attorney paid off the first mortgage on the Woodlawn Street property with a payment of $488,519.38 and the second mortgage with a payment of $134,472.09.

The hearing committee found that the respondent's conduct violated Mass. R. Prof. C. 1.1 (lack of competence); 1.2(a) (failure to seek lawful objectives of client); 1.3 (lack of diligence); 1.4(a) and (b) (failure adequately to communicate with client); 1.7(b) (conflict of interest); 1.15(c) (failure promptly to turn over funds to client); 1.16(a)(1) (duty to terminate representation if rules violation will occur); 8.4 (a) (attempting or assisting another in violating the rules of professional conduct, or violating rules through another's acts); 8.4(b) (commission of criminal act that reflects adversely on honesty); 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation); and 8.4(h) (conduct that adversely reflects on fitness to practice law).

Counts 2, 3, and 4. As previously mentioned, these counts concern the purchase by the respondent and her husband of three condominium units on Fisher Avenue in Boston from Scranton, Sammon's LLC. These purchases occurred in July and August of 2007.

Shortly before buying these units, the respondent and her husband, Joseph Cacciatore, had purchased a home on 677 East Street in Walpole as their principal residence.[3] For this purchase, the respondent dealt with a loan originator named Kurzman. The respondent knew Kurzman well; he worked for Summit Mortgage as a loan originator, and he often engaged Kushner & Marano, the respondent's former law

[3] The respondent used the name Lynn Cacciatore for the East Street and Fisher Street purchases.

firm, as the closing agent for his loans. The respondent considered Kurzman to be a personal friend.

Kurzman informed the respondent that for the East Street purchase, he would need information from her to complete a loan application to be submitted to a potential lender. He completed two loan applications for the respondent and her husband based on information she gave him, including their assets and liabilities, total gross monthly income, monthly expenses, and all real property owned by the applicants. The applications also asked if the respondent and her husband had been co-makers on any other note, if they intended to occupy the property as their primary residence, and if they had had an ownership interest in any real property in the past three years. The respondent provided the information to Kurzman and the loan applications were completed. Kurzman asked the respondent to review them for accuracy and to correct any mistakes. The respondent made one correction to the age of a child and then returned the applications.

The first loan application was for $316,000; the second was for $79,000. Together, these loans resulted in 100% financing of the purchase of the property. The closing on the East Street property took place on June 15, 2007. The respondent and her husband signed the loan applications, which she acknowledged were typical of those signed at closings she had handled previously. The terms of the first mortgage required the respondent to "occupy . . . the Property as [her] principal residence within 60 days after the execution of this [mortgage] and . . . continue to occupy the Property as [her] principal residence for at least one year after the date of occupancy[.]" The respondent knew that the occupancy requirement was standard in residential first mortgages.

In July 2007 the respondent had an opportunity to purchase three condominiums from Scranton as investments. She again sought Kurzman's assistance in obtaining 100% financing to purchase the three units. When Kurzman told her he had no products for the type of financing she was seeking, she and her husband turned to Sammon to obtain the

100% financing they needed to purchase these units. Between July 9 and July 13, 2007, the respondent and her husband signed three separate purchase-and -sale agreements with Scranton to buy three units at 22 Fisher Avenue in Boston.[4] She had no contact with the loan originators; the information was supplied by Sammon. The total purchase price of the three units was $1,330,000: $420,000 for unit 2, $450,000 for unit 3, and $460,000 for unit 4.

Using information from Sammon, on July 7, 2007, a loan originator for Mass Lending prepared two loan applications for the respondent and her husband for 100% financing to purchase unit 4. The first application was for a $345,000 loan to be secured by a first mortgage; the second application was for a loan of $115,000 to be secured by a second mortgage on the unit. Both of these loan applications falsely stated: (1) that the respondent and her husband currently rented an apartment at 9 Swan Street, West Roxbury; (2) that they had not held an ownership interest in real property for the previous three years; and (3) that the unit would be their primary residence.[5] The information on the loan applications did not disclose the ownership of their home on East Street in Walpole, the debt owed for the home, or the amount of the monthly mortgage payments for it.

Using information from Sammon, on July 18, 2007, a loan originator for a different lender, First Horizon Home Loans, prepared two loan applications for the respondent and her husband to purchase unit 2 with 100% financing. The first application was for a $315,000 loan to be secured by a first mortgage on unit 2; the second application was for a loan of $105,000 to be secured by a second mortgage on the

[4] The purchase-and-sale agreements for the units incorrectly listed the respondent's address as 9 Swan Street, West Roxbury, a rental apartment that the respondent had lived in before purchasing the East Street property.

[5] The respondent testified that East Street has been her primary residence since she purchased it.

unit. These loan applications contained the same false information and omissions manifest in the unit 4 papers, described above.

Using information from Sammon, on July 24, 2007, a loan originator for a third lender, Globelend, prepared two loan applications for the respondent and her husband to purchase unit 3 with 100% financing. The first application was for a $337,500 loan to be secured by a first mortgage on unit 3. The second application was for a loan of $112,500 to be secured by a second mortgage on unit 3. Again, these loan applications contained the same false information and omissions manifest in the papers for the two previous units. The respondent did not sign any of the loan applications in advance.

On or about July 25, 2007, the respondent and her husband received approval of all of these loans to purchase the three units at Fisher Avenue with 100% financing. The first closing was for unit 2; it took place on July 31, 2007. At the closing, the respondent signed or initialed each page of two Uniform Residential Loan Applications. Each of these signed applications falsely represented: (1) that unit 2 would be a primary residence; (2) that the respondent did not own any real property, when in fact she and her husband had purchased their home on East Street in Walpole; (3) that the respondent did not have another mortgage requiring a monthly payment and the amount of that payment; (4) that the respondent was not a co-maker on any other note; and (5) that the respondent had not held an ownership in real property in the last three years. Above the respondent's signature on these loan applications was an "acknowledgement and agreement" stating that any "intentional or negligent misrepresentation" of information could result in criminal and/or civil penalties under the provisions of 18 U.S.C. § 1001 and, among other things, that "the property will be occupied as indicated in this application."[6]

At the closing on unit 2, the respondent also signed and initialed each page of the first mortgage. This mortgage required the respondent to occupy the property as her

[6] These loan applications are virtually identical to the loan application the respondent reviewed, edited and used to finance the East Street purchase.

"principal residence within sixty days after execution" of the mortgage and to continue to do so for one year after the date of occupancy. Furthermore, at this closing, the respondent signed an occupancy affidavit in which she acknowledged that "one of the conditions of our loan is that we occupy the subject property and . . . do hereby certify as follows: We will occupy the subject property upon close of escrow: if unable to occupy by close of escrow, we will occupy by the following date 9/29/2007." This affidavit also contained the respondent's notarized statement that "[w]e are aware and understand that if we fail to move into the property by the specified time that we are subject to prosecution under Section 1010, Title 18, United States Code . . . ."

The closings on units 3 and 4 both took place on August 9, 2007. As to unit 3, the respondent signed essentially all of the same documents detailed above – two Uniform Residential Loan Applications; a first mortgage; and an occupancy certificate – and made the same misrepresentations and omissions. At this point, respondent also owned unit 2, and had a mortgage on it, and she failed to disclose that. As to unit 4, the respondent denies signing a Uniform Residential Loan Application. She does, however, admit signing two occupancy agreements, both of which falsely indicate that she would occupy unit 4 as her primary residence; that she intended to occupy the property as her primary residence during the twelve-month period immediately following the loan closing; that she would notify the lender immediately if her intention changed prior to the closing; that she understood the lender might not make the loan without the occupancy agreement; and that she acknowledged the lender's reliance on her representation of owner-occupancy in granting the loan and in setting the interest rate. The agreements contain the statement, which the respondent acknowledged by her signature, that it is a federal crime to "knowingly make any false statement concerning any of the above facts." The respondent also admitted that she signed and initialed each page of the first

mortgage on the unit to indicate that she agreed to occupy the property as her principal residence.

In the latter half of 2011, the respondent and her husband lost all of the units either by foreclosure or short sales. The units were not rented, and the respondent and her husband could not pay the mortgages.

The hearing committee did not credit the respondent's testimony that she did not read the documents she signed to purchase the three units, and that she did not know they contained misrepresentations and material omissions. It found that she knew that, in order to finance 100% of her purchase of the units on Fisher Avenue, she could not disclose her recent purchase of her home in Walpole, and that she would have to tell lenders that she planned to occupy each of the units. In support of its findings the committee noted: (1) the respondent's extensive training and experience in conducting closings, including explaining documents to the borrowers and training other associates at the firm; (2) her familiarity with mortgage brokers, and generally with residential real estate; (3) Kurzman's having informed her that he had no lenders who would give her 100% financing to purchase condominium units as investment properties; (4) her recent purchase of a house and her familiarity with the loan applications necessary to complete that purchase; (5) her efforts to distance herself from the loan application process so as to avoid responsibility for the representations made and to claim she did not know the contents of the loan applications; and (6) her failure to sign any of the loan applications before the closing, again so that she could claim lack of knowledge. The committee found it simply not credible that the respondent could have thought that any lender would allow her to borrow approximately $1.7 million in one month for four properties with no investment whatsoever by her.

Under counts 2, 3 and 4, the committee determined that the respondent's intentional misrepresentations violated rules 8.4 (a), (b), (c) and (h). In mitigation, the

committee found that the purchase of the three condominium units was conduct undertaken in connection with the respondent's private life, not her practice of law. In aggravation, the committee found that she had engaged in calculated fraudulent conduct with respect to her purchase of the three units for her own gain; that she received benefits from them for about four years; that she involved her husband in fraudulent conduct; that she has made no compensation for the harm she caused; and that she demonstrated a cavalier attitude toward her misconduct, including a failure to show remorse or understanding, or an acknowledgment of the requirements of the rules of professional conduct.

Discussion

We agree with the respondent that the "center of gravity" in these proceedings is the conduct she undertook not as a lawyer but in her personal capacity: making misrepresentations on loan applications to fund investments she and her husband made for their own account, accompanied by related misrepresentations in the closing documents for those investments. Before turning to those transactions, however, we must first discuss her handling of the closing she covered for Sammon as described in the first count.

Based on our review of the record and the hearing committee's subsidiary findings, we do not view the respondent's conduct in the first count as involving the deliberate misappropriation of client funds. Instead, the respondent relied to her detriment on the promise of her colleague, Sammon, that he would make the disbursements in accordance with the lenders' instructions, and she signed a HUD-1 he prepared in the belief that he would keep his promise. She was, in short, Sammon's dupe, not his accomplice. We find that, based on their prior dealings (and no doubt blinkered by the conflict of interest the committee rightly found to inhere in her participation in the transaction), she took Sammon's word that he, the original closing

attorney for whom she was stepping in on short notice, would see to it that the appropriate disbursements were made.

In this context, the respondent had reason to believe that the first and second mortgages would be paid off and that her client, Summit, would be protected. We note that the respondent was brought into the transaction late in the game to cover for Sammon who, as seller, claimed to have a conflict. Sammon's office prepared the HUD-1. The respondent testified that she examined checks at the closing that conformed to the disbursements that were shown on the HUD-1, and the committee found that when Sammon asked her to wire him the closing funds, he told her that he would immediately make all the payments, obtain the discharges, and record the new mortgages. The respondent did not know that Sammon would not make the payments in a timely fashion, or that the client's security would be at risk.[7]

We agree with the hearing committee that trusting Sammon in these circumstances was inappropriate and a breach of her professional obligations, but misplaced trust is not the equivalent of intentional misuse of the funds entrusted to her. Nor can it be said that the two lenders involved suffered any actual loss by virtue of Sammon's tardiness in properly distributing the loan proceeds. On the one hand, the

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[7] The respondent had handled the closing when Sammon originally bought the building itself on October 31, 2006, several months before the closing at issue in the first count, and she knew at that time that he had borrowed over $612,000 to do so. See HC ¶ 9. This raises the question of how the respondent could have reasonably believed that all the mortgages would be paid off by the $409,000 purchase price, but there is no finding or even direct evidence that she remembered this fact at the time of the closing. We conclude that bar counsel, who had the burden of proof on the issue, has failed to prove that she knew or remembered as much at the time she closed on the sale of Unit 2.

The respondent insisted that she instructed the paralegal to change the payoff numbers on the HUD-1 to reflect that only one-third of the mortgage payoffs were coming from the sale of unit 3, but the hearing committee did not credit this testimony. HC ¶ 14. The committee's determination not to credit her testimony does not establish the opposite, however. See, e.g., Hopping v. Whirlaway, Inc., 37 Mass. App. 121, 126 (1994); Commonwealth v. Camerano, 42 Mass. App. Ct. 363, 367 (1997) ("Disbelief, however, does not prove the contrary proposition . . . ."). Given that bar counsel had the burden of proof on the issue, we find that she has not proved that the respondent actually knew Sammon would not make the payments as described in the HUD-1.

takeout lender was exposed during the gap between disbursement and the tardy registration of its mortgage, but no harm flowed from that exposure. On the other hand, the old lender's position was protected by the original mortgage, and it was paid off from the loan proceeds when Sammon tendered the funds in exchange for a discharge. Neither lender lost money.

By itself, the respondent's unwitting complicity in Sammon's shenanigans would not warrant suspension. Her misconduct reduces to a conflict of interest that made her tenuously complicit in what resulted, as regards her conduct alone, only in the negligent entrustment of client funds to one she had no reason to believe would abuse her trust. Similarly, she had no reason to believe that the HUD-1 was false, for it was false only because she was kept in the dark about Sammon's plans. Standing alone, the conflict that led to her negligent entrustment of client funds, which harmed no one, would warrant a public reprimand. See, e.g., Matter of Carnahan, 449 Mass. 1003, 1004-1005, 23 Mass. Att'y Disc. R. 57, 58-60 (2007) (suspension reserved for conflicts involving serious harm, self-dealing, predatory intent).

The respondent's purchase of three condominium units for her own purposes, however, stands on an entirely different footing. While the case law distinguishes between personal and professional misconduct, the rules of professional conduct have force even in personal real estate transactions. See, e.g., Matter of Joubert, SJC. No. BD-2011-079 (August 2, 2011) (3-month suspension for conflict of interest and other rules violations where lawyer purchased home for himself and his wife in his in-laws' name, and signed loan documents on their behalf, without their knowledge or consent).

We agree with the hearing committee that – to put it as generously as possible in the circumstances – the respondent was willfully blind to the representations made at the three Fisher Avenue closings, and to the implications of these actions. "[A] lawyer cannot avoid 'knowing' a fact by purposefully refusing to look. While a lawyer 'is not

under an obligation to seek out information,' his or her 'studied ignorance of a readily accessible fact by consciously avoiding it is the functional equivalent of knowledge of the fact.'" Matter of Zimmerman, 17 Mass. Att'y Disc. R. 633, 646 (2001) (citation omitted). Despite the respondent's protests that she did not read documents at or before the Fisher Avenue closings, we find ample support for the hearing committee's conclusion that the respondent knew that in order to finance 100% of her purchase of the units on Fisher Avenue – over $1,300,000 – she could not disclose her recent purchase of the home in Walpole, she could not disclose the mortgage payments she was making on that home, and she would need to certify that she planned to occupy each property as her primary residence.

Given her knowledge, the respondent's fraudulent misconduct in obtaining financing for the Fisher Avenue units warrants suspension. In our judgment a suspension of a year's duration would be appropriate. See, e.g., Matter of Jacobson, 7 Mass. Att'y Disc. R. 123 (1991) (one-year suspension for defrauding investor to invest in realty trust by failing to disclose *lis pendens* that threatened funding essential to the viability of the project). Her conduct was less egregious than that for which a lawyer received a two-year suspension in Matter of Gleason, 10 Mass. Att'y Disc. R. 141 (1994). The respondent plainly misrepresented her real estate holdings and her intention to make a personal residence of investment properties, but she did not, like Gleason, actually forge an investor's notarized signature to a power of attorney to induce investors to consummate a purchase of land for personal investment. See id. at 142-143. It also bears noting that the lawyer who handled all of these closings on behalf of the lender raised no objection to her stated intention to make all three of them her primary residence.

We believe the conduct described in the second count, standing alone, merits a year's suspension. Given the reprimand appropriate for the misconduct described in the first count itself, we conclude that the appropriate sanction for her cumulative misconduct should be an eighteen-month suspension. See Matter of Saab, 406 Mass. 315, 327, 6

Mass. Att'y Disc. R. 278, 290 (1989) (in deciding sanction, the "consideration of the cumulative effect of several violations is proper").

Conclusion

For all of the foregoing reasons, we adopt the hearing committee's subsidiary findings of fact and conclusions of law but modify its proposed disposition. An information shall be filed with the Supreme Judicial Court recommending that the respondent, Lynn Ann Sementelli, Esq., be suspended from the practice of law for eighteen months.

Respectfully submitted,

THE BOARD OF BAR OVERSEERS

By: _____
Regina Roman, Esq.
Secretary

Voted: September 23, 2013