

## **Disbarred dealer lawyer returns, seeks more clients**

Dealer lawyer Jim Daskal is scouting for more marketer clients. His offer: work of “of the highest quality at a fraction of the cost that a major law firm would charge” if dealers hire him to represent them in a price-fixing case against Shell and Texaco now pending before the U.S. Supreme Court.

But Daskal’s solicitations make no mention of his own legal woes, including: His arrest, jailing, and subsequent guilty plea to a forgery charge in Florida; His disbarment for misconduct and misappropriation of \$38,000 in client funds in Maryland; and, A court order to pay \$439,000 in damages for “willful and malicious” conduct that led to the seizure of a dealer’s bank accounts, furniture, and personal possessions.

Daskal says he’s not to blame for many of his problems.

“My brain was knocked out of whack in a car accident, which is why all the whackiness occurred,” he explained last week. “Technically speaking, I’m considered disabled. I had two operations for non-cancerous brain tumors, in 2003 and in 2004 – it was non-invasive treatment, they used radio waves to kill them. And I was diagnosed with bi-polar disorder and trauma-induced borderline personality disorder after the car crash,” he says.

It was a relative who misappropriated a client’s funds by “tampering” with his trust bank account, he says. He declines to provide a phone number for the relative involved.

And the forgery of a judge’s order in Florida that landed him in jail was only a photocopy mistake “by a kid who was working for me.” It was the “same kid” who forged the signature of a Sunoco lawyer in a New Jersey dealer case, he says.

Lawyers and others who have dealt with Daskal over the years are fond of the Annapolis, Md.-based attorney and tell stories about his problems in meeting deadlines and the excuses he has offered.

“Sometimes, it was pretty funny,” says one attorney who asked not to be named. “He’s like a little kid who never did his homework. His office is in his pocket, but the trouble is, there’s always a hole in his pocket.”

But retailer Robert Passmore finds nothing amusing about Daskal. He ended up paying Amoco twice the amount the major originally sought from him after hiring Daskal as his lawyer around the summer of 2000.

Amoco had demanded \$258,000 in damages for early termination of his franchise when Passmore rebranded his Miami station to Mobil. According to a lawsuit Passmore filed later, Daskal promised that all he had to do was write a few letters and the matter would be settled for about \$50,000.

But Daskal did nothing. When Amoco finally sued Passmore, Daskal repeatedly failed to respond to the refiner’s motions within the time allotted. By October, 2000, the court had entered a final judgment against Passmore for \$358,000, which included \$100,000 for liquidated damages. It was only then that Daskal filed answers to the various motions, all of which were too late.

Daskal did not tell Passmore that a judgment had been entered against him. And when a court hearing was scheduled during which the case was closed, Daskal told Passmore he didn’t need to attend. Instead, he let Passmore believe that a trial would be held the following April. Daskal did nothing until January, when he asked the court to vacate the final judgment. When the court refused, Daskal gave notice that he would appeal, but failed to pay the filing fee and never filed the papers in time.

While Daskal continued to assure Passmore that he was working with a “high level” Amoco exec who would resolve the matter, Amoco had obtained writs of garnishment on Passmore’s assets. When Passmore was notified, Daskal claimed he hadn’t been served with certain court papers and, as a result, final judgment was entered. He promised he’d put things right.

Daskal did not oppose the garnishment of more than \$149,000 from three of Passmore’s financial accounts. He also failed to answer a writ involving Passmore’s station. Then, in January, 2001, U.S. Marshals served Passmore with papers at the station and suggested he go to his home. There, he found several other U.S. marshals, a locksmith, a number of Amoco attorneys, and an Amoco district manager threatening to seize his possessions and furniture.

Passmore called Daskal in a panic. Daskal asked him how much his possessions were worth. When Passmore valued them at about \$50,000, Daskal spoke to Amoco’s lawyers, promising to wire transfer \$50,000 if Amoco would not seize Passmore’s personal property. By the end of the day, however, Amoco had received only \$5,000 and took Passmore’s belongings. Daskal later sent the balance and after 10 days or so, Passmore’s furniture was returned after Passmore paid \$10,000 in moving expenses.

In March, Daskal faxed Passmore a document purportedly signed by Amoco’s lawyers agreeing not to levy on the furniture again. That document was “a forgery,” Passmore’s suit says.

Amoco then served Passmore with a subpoena to attend a deposition, but Daskal told him not to attend. As a result, Amoco obtained an order for attorney’s fees and costs against Passmore and the court issued an order asking Passmore to explain why he shouldn’t be sanctioned further.

Next, Amoco got an order for the public sale of the real estate on which Passmore’s station sat. Daskal failed to oppose the motion and never told Passmore when the court refused his request for a stay.

Telling Passmore that he would sue Amoco for violations of the Petroleum Marketing Practices Act, Daskal faxed him another forged document, this one showing Amoco lawyers agreeing not to levy on Passmore’s real estate.

While continuing to tell Passmore that he was working with Amoco execs to resolve the matter, Daskal told Amoco that Passmore would pay up in full. But he didn’t tell Passmore. When Amoco didn’t receive its money, it rescheduled the real estate sale. Daskal told Passmore not to worry because he was appealing the case and would get a stay. He never applied to the appellate court, however. Instead, he sent Passmore yet another fax -- this one with the forged signature of an Amoco VP -- purportedly agreeing to stop the real estate sale.

Daskal came unstuck on the fourth forged document. It was a court order that he claimed was entered by U.S. District Court Judge Frederico A. Moreno and which purported to cancel the sale.

Relieved, Passmore faxed a copy of the agreement to Mobil’s area manager and then left town to attend his son’s graduation. The Mobil exec faxed the document to his counterpart at Amoco, who sent it on to Amoco’s attorney.

In August, Judge Moreno declared the alleged order to be a forgery and referred the matter to the U.S. Attorney’s Office. He also ordered that the sale of Passmore’s real estate continue. Passmore found out only after his daughter opened a copy of the order that the court had sent directly to his home.

To stop the sale, Passmore was forced to return to town and borrow the funds he needed from Mobil. Amoco continued to file motions for interest payments and penalties for Passmore's failure to appear at depositions. Daskal opposed none of the motions and didn't respond when Judge Moreno asked Passmore why he shouldn't be held in contempt for the forgery of a court document.

Passmore finally paid Amoco \$434,997. After hiring a new attorney, he sued Daskal. Based on what the judge in that case called "the well-pleaded allegations" of Passmore's suit, Passmore won a court order for \$439,355 in compensatory and punitive damages against Daskal. He is still trying to collect, says his new lawyer, Gregg J. Ormond.

Daskal was not licensed to practice law in Florida and he admits he made "a stupid" mistake in doing so. He declines to name "the kid" who he claims was responsible for the forgery or provide a phone number where he can be contacted.

Daskal was indicted on one count of forgery and arrested in October, 2003. He initially pled not guilty, then fired his attorney and represented himself. He filed several motions for continuances and to have his mental competency to stand trial examined. The trial date was moved back several times when Daskal said he couldn't make the dates. Eventually, his \$50,000 bond was revoked and he was arrested again in August, 2004. In February this year, he changed his plea to guilty. In March, he was sentenced to time served, placed on supervised release for three years, and ordered to pay a \$100 fine. He was also ordered to take part in an outpatient mental health treatment program.

Daskal's disbarment in Maryland came after two Sunoco dealers in New Jersey sued him under his given name of Dimitri G. Daskalopolous.

According to records with the Court of Appeals in Maryland, retailer Charles D'Amico hired Daskal to settle a contract dispute with Sunoco. Daskal negotiated a deal with the refiner under which D'Amico would pay \$71,000 to terminate his franchise.

Daskal told D'Amico to wire the money to a Bank of America account, which he claimed was his attorney trust account. In fact, it was a private account containing just \$211. In August 2002, Daskal transferred \$32,740 of D'Amico's money to Sunoco, leaving a balance of \$38,488. By early October, that balance had been down to just \$1,554.

Daskal never accounted for the missing money, failed to file an answer to the disciplinary petition filed by the Attorney Grievance Commission of Maryland, and never appeared in court in answer to a subpoena. At one point, he called the court to say he was hospitalized for neurological and psychological treatment at the Stanford Medical Center in Pal Alto, Calif., requesting a continuance. When the hearing was rescheduled, he never showed up. The court concluded that there was "clear and convincing evidence" that Daskal "misappropriated" D'Amico's money.

"If I had been there to fight it, it would have come out a bit differently," he told Oil Express. If he applies for reinstatement to the Maryland bar, "the true story will come out then."

In the second New Jersey case, dealer David Rushfield had retained Daskal to settle a contract dispute' also with Sunoco. In June 2002, Daskal negotiated a settlement under which Rushfield would pay Sunoco \$14,000.

Rushfield told Daskal he wanted to delay the payment to Sunoco until he could settle on the purchase of a new station. Daskal promised to pay the money for him, providing Rushfield repaid him later. Daskal never did. Two months later, he sent Rushfield a purported settlement agreement that appeared to be signed by a Sunoco lawyer, "Joseph D. Zulli," acknowledging receipt of \$13,000. Daskal signed the name himself, the court

held. Later, Daskal gave Rushfield a second letter addressed to another Sunoco attorney. In that letter, Daskal apologized for a misunderstanding about the prior payment, saying he had enclosed a check for \$14,000.

Daskal's conduct in forging the signature amounted to "dishonesty, deceit and misrepresentation," the hearings court held. Daskal says the Sunoco lawyer's signature was forged by "the kid" who worked for him.

Although he has offered to file an amicus brief for Shell retailers in California and Connecticut in the *Daugher v. Saudi Refining* case, Daskal says he's not getting back into the oil industry "in any major way." However, he notes that he can still practice law in Washington, D.C. and before the U.S. Supreme Court, and is considering applying for reinstatement to the Maryland bar in October.

(An official at the Supreme Court admissions office says disbarments are usually reciprocal, but the court has not yet received official notice of Maryland's action against Daskal).

While wishing Daskal well, at least one of his former clients says he hopes Daskal will not try to make a comeback.

"It's disappointing to see a former colleague and friend waste a brilliant mind doing what he did," says Mike Fox, VP with Connecticut dealer group GASDA. "I can see no capacity in which we would retain him because he's lost all credibility."