

NEW HAMPSHIRE SUPREME COURT
HEARINGS COMMITTEE

Girdwood, Stephen P.

advs.

Attorney Discipline Office

#26-001

**Attorney Discipline Office's Requests for Findings of
Fact and Rulings of Law and Request for Costs**

The Attorney Discipline Office ("ADO") respectfully requests that the Hearing Panel make findings of fact and rulings of law, as follows:

I. Proposed Findings of Fact

1. The Hearing Panel finds clear and convincing evidence of the following facts and rule violations.

Mr. Girdwood's History

2. Mr. Girdwood is an attorney licensed to practice law in New Hampshire. Mr. Girdwood was admitted to practice on October 22, 1993.
3. Mr. Girdwood was also admitted to practice law in Vermont on May 4, 1993. He is currently on active status for the Vermont Bar.
4. At all times material to this proceeding, Mr. Girdwood operated his law office as Law Office of Stephen P. Girdwood, PLLC, 20 W. Park Street, Suite 415, Lebanon, NH 03766. His mailing address is PO Box 506, Lebanon, NH 03766.

5. Following a Petition for Immediate Suspension initiated by the ADO, Mr. Girdwood was suspended from the practice of law by Order of the Supreme Court dated January 16, 2026.

Summary of Facts

Referral of Matter to ADO From the Court and Opposing Counsel

6. This disciplinary matter was initiated by a referral from Attorney Laura M. Dudziak ("Ms. Dudziak") on January 12, 2026. Ms. Dudziak's referral stated that she represented the husband and Mr. Girdwood represented the wife in the divorce matter entitled *In the matter of Athena Nicholson and Keith Nicholson* filed in the 2nd Circuit Court-Lebanon Family Division as case number 652-2022-DM-0053 ("Nicholson matter"). **[Ex. 1]**
7. Ms. Dudziak's referral alleged that pursuant to an escrow agreement between the parties, Mr. Girdwood was holding \$487,000 in his IOLTA account from the sale of the marital home, pending final property distribution. **[Ex. 1]**
8. Despite Ms. Dudziak's repeated demands, Mr. Girdwood would not release her client's portion of the funds even though the Decree of Divorce was final following a Supreme Court appeal. **[Ex. 1; Ex. 10]**
9. The ADO received a second referral on January 13, 2026, regarding Mr. Girdwood's alleged conduct by way of a Court Order dated January 12, 2026, (the "Court Order") in the divorce matter issued by the Honorable Michael C. Mace. **[Ex. 2]**

10. The Court Order set forth the following:
 - a. Mr. Girdwood appeared for a show cause hearing in the divorce matter on January 12, 2026, with counsel.
 - b. The Court scheduled the show cause hearing after Mr. Girdwood failed to appear at a previously noticed contempt hearing relative to the distribution of escrow funds to Mr. Nicholson.
 - c. The Court Order further stated:

Through counsel, Mr. Girdwood represented he is now the subject to an active criminal investigation by the Lebanon Police Department relative to the subject funds (and perhaps other similarly situated funds), represented that funds capable of satisfying the amount in controversy, even remotely so, are no longer in his possession or under his control and further asserted his 5th Amendment rights against self-incrimination (in addition to asserting its New Hampshire analog). **[Ex. 1]**

ADO Subpoena for IOLTA and Operating Accounts

11. On January 13, 2026, the ADO issued a subpoena to Mascoma Bank for Mr. Girdwood's IOLTA account ending in 5528 ("IOLTA 5528") and Operating account ending in 5501 ("Operating 5501"). **[Ex. 3]**
12. The IOLTA 5528 and Operating 5501 bank records were received by the ADO on January 23, 2025 along with an overdraft account for the time period of October 1, 2022 through December 22, 2025. **[Ex. 18]**

Misappropriation of Client Funds Held in Escrow for Personal Business Transaction

13. Athena Nicholson hired Mr. Girdwood on May 3, 2022. At that time, she paid him a cash retainer of \$1500. **[Ex. 4]**

14. On May 13, 2022, Mr. Girdwood filed a Notice of Appearance and a Petition for Divorce in the Nicholson Matter. **[Ex. 5]**
15. As part of the divorce proceedings, the parties agreed to sell the marital home and entered into an Escrow Agreement on September 26, 2022. **[Ex. 6; Ex. 7]**
16. Paragraph 6 of the Escrow Agreement required Mr. Girdwood to hold the balance of the Nicholson property sale proceeds in IOLTA 5528, “until a written agreement to release and distribute the funds is executed by both parties or, at the latest, at such time as a final decree of divorce is rendered by the court in the parties’ pending divorce action confirming by order the distribution of the Escrowed Funds.” **[Ex. 7]**
17. Pursuant to the Escrow Agreement, the sale proceeds via check no. 69585 in the amount of \$487,511.87 were deposited into IOLTA 5528 on October 11, 2022 (“the Nicholson Escrowed Funds”). The memo on the check stated, “22-204 Seller Proceeds-Nicholson.” **[Ex. 17, Bates 379; Ex. 19, Bates 394-396; Ex. 20]**
18. As of the date of this deposit, the ending balance in IOLTA 5528 was \$640,902.06. **[Ex. 19, Bates 394]** This total essentially consisted of the Nicholson Escrowed Funds and \$150,000 of funds held on behalf of a client named Richard Balagur. **[Ex. 17, Bates 382; Ex. 37 (police report)]**
19. On April 25, 2023, Mr. Girdwood made an unauthorized outgoing international wire transfer from IOLTA 5528 to HSBC Bank Hong Kong in

the amount of \$300,320.00. **[Ex. 19, Bates 407-409; Ex. 26; Ex. 31, Bates 564-565]**

20. The \$300,320.00 disbursement consisted of \$100,000.00 from a client named Richard Compton ("Mr. Compton,") who had authorized the use of this amount towards a joint venture with Mr. Girdwood as described below, and \$200,320.00 of Nicholson Escrowed Funds, which was not authorized by the Nicholsons. **[Ex. 19, Bates 407-409; Ex. 24]**
21. Mr. Girdwood made this wire transfer on behalf of an investment company for which he and Mr. Compton were officers and directors called Frozen Lake Sports & Entertainment, Inc. ("Frozen Lake"). **[Ex. 35; Ex. 36]**
22. According to the Wyoming Secretary of State's Office, Frozen Lake was incorporated by Mr. Girdwood on December 2, 2020. **[Ex. 35]**
23. The 2025 Annual Report for Frozen Lake states the mailing address and principal office address of 5036 Dr. Phillips Blvd. #116, Orlando, Florida 32819, and its officer/directors as:
 - President/Director- Bruce Weismann
 - Secretary/Director- Stephen Girdwood
 - Vice President/Director- Ersan Sonjur
 - Vice President/Director-Richard Compton **[Ex. 36]**
24. The ADO interviewed two principals of Frozen Lake, Mr. Bruce Weismann ("Mr. Weismann") and Mr. Compton. **[Offer of proof]**

25. Mr. Weismann and Mr. Compton stated that concept for Frozen Lake was to build a multimillion dollar sports and music complex in the Orlando, Florida area. **[Offer of proof]**
26. Mr. Girdwood had previously represented Mr. Weismann in a matter in New Hampshire. Mr. Weismann introduced Mr. Girdwood to Mr. Compton. **[Offer of proof]**
27. Mr. Weismann and Mr. Compton hired Mr. Girdwood to file formation documents for Frozen Lake. **[Offer of proof]**
28. At some point thereafter, Mr. Girdwood expressed an interest in investing in Frozen Lake. Mr. Compton represented to the ADO that Mr. Girdwood had a 5 -10% interest in Frozen Lake. **[Offer of proof]**
29. Mr. Girdwood told Mr. Weismann and Mr. Compton that the funds he was transferring from IOLTA 5528 towards the Frozen Lake venture were authorized by one or more clients who wished to invest in the venture. **[Offer of proof]**
30. Mr. Compton and Mr. Weismann did not verify the source of the invested funds, but instead relied on Mr. Girdwood's representation that they came from a client or clients of Mr. Girdwood who wished to invest in Frozen Lake. **[Offer of proof]**
31. On April 27, 2023, Mr. Girdwood initiated a recall of the \$300,320.00 funds wired on April 25, 2023 because the funds had been canceled by the receiving bank. **[Ex. 31]**

32. The recall of the wired funds was successful, and on May 15, 2023, \$300,278.02 was deposited via incoming wire into IOLTA 5528, representing the return of the wired amount plus all fees. **[Ex. 19, Bates 410-413; Ex. 25]**
33. That same day, Mr. Girdwood made a wire transfer to a Merrill Lynch account owned by Mr. Weismann for purposes of Frozen Lake of \$300,400.00 from IOLTA 5528. The wire transfer form listed the Originator to Beneficiary Information as "Transfer of Client Funds FFC 84003700 Frozen Lake Sports & Entertainment Inc." **[Ex. 19, Bates 410-413; Ex. 28]**
34. The Nicholsons did not authorize that any of the escrowed funds be used for this purpose. **[Athena testimony; Ex. 37]**
35. Mr. Girdwood made two more unauthorized wire transfers from Nicholson Escrowed Funds in June of 2023 to Merrill Lynch, attributing them to Frozen Lake as the Originator to Beneficiary, as follows:
- 6/2/23 \$25,000.00 **[Ex. 19, Bates 413-415, Ex. 23; Ex. 29]**
 - 6/20/23 \$30,100.00 **[Ex. 19, Bates 413-415; Ex. 23; Ex. 30]**
36. According to the bank records, from 6/21/23 (the day after the last Frozen Lake wire transfer) until 11/14/25 (the entry of Final Decree in the Nicholson matter), Mr. Girdwood continued to deplete the Nicholson Escrowed Funds, and other client funds, by making unauthorized online transfers without client designation from IOLTA 5528 into Operating

5501, thereby paying himself in the total amount of \$131,980.00 as follows: **[Ex. 19, Bates 413-453]**

Date	Amount	BATES
6/21/2023	\$5,000.00	413-415
7/7/2023	\$2,500.00	416-418
7/12/2023	\$3,000.00	416-418
7/13/2023	\$5,000.00	416-418
7/25/2023	\$7,500.00	416-418
7/28/2023	\$2,000.00	419-421
8/10/2023	\$3,500.00	419-421
8/15/2023	\$2,000.00	419-421
8/22/2023	\$1,000.00	419-421
9/5/2023	\$2,000.00	422-423
9/6/2023	\$1,500.00	422-423
9/7/2023	\$3,500.00	422-423
9/12/2023	\$2,000.00	422-423
9/21/2023	\$1,000.00	422-423
9/21/2023	\$2,000.00	422-423
9/27/2023	\$2,000.00	422-423
10/4/2023	\$6,000.00	424-425
10/10/2023	\$3,000.00	424-425
10/18/2023	\$2,500.00	424-425
11/2/2023	\$5,000.00	426-428
11/8/2023	\$4,000.00	426-428
11/16/2023	\$5,000.00	426-428
11/29/2023	\$5,000.00	429-430
12/6/2023	\$4,000.00	429-430
12/15/2023	\$2,000.00	429-430
12/21/2023	\$5,000.00	429-430
12/22/2023	\$3,500.00	429-430
12/27/2023	\$2,500.00	429-430
1/3/2024	\$2,000.00	431-432
1/5/2024	\$1,500.00	431-432
1/17/2024	\$3,000.00	431-432
1/23/2024	\$1,000.00	431-432
1/23/2024	\$1,000.00	431-432
1/23/2024	\$1,000.00	431-432
1/26/2024	\$2,000.00	431-432
2/7/2024	\$5,000.00	433-434
2/9/2024	\$1,000.00	433-434
2/15/2024	\$2,000.00	433-434

Date	Amount	BATES
2/23/2024	\$6,500.00	433-434
3/6/2024	\$1,600.00	435-437
3/7/2024	\$1,000.00	435-437
3/18/2024	\$1,500.00	435-437
3/21/2024	\$3,000.00	435-437
4/8/2024	\$1,500.00	438
5/1/2024	\$350.00	439-440
5/20/2024	\$100.00	439-440
7/12/2024	\$30.00	442
11/27/2024	\$1,000.00	446
12/31/2024	\$300.00	450-451
12/31/2024	\$1,200.00	450-451
1/6/2024	\$500.00	450-451
2/6/2025	\$400.00	452-453
2/10/2025	\$500.00	452-453
Total	\$131,980.00	

37. As of November 14, 2025, the balance in IOLTA 5528 was \$85.30. **[Ex. 19, Bates 464]**

Mr. Girdwood's Concealment of his Misappropriation of Nicholsons' Escrowed Funds from His Client, Opposing Counsel, and the Court

38. In a pleading dated June 7, 2024, in which Mr. Girdwood objected to releasing any of the escrowed funds, he represented to the Court that “the amount [husband] now wants to disburse, \$300,000 of the approximately \$487,000 held in escrow [would] not leave sufficient funds to cover liabilities and the ultimate accounting and equitable distribution of marital assets.” **[Ex. 8, Bates 158 (emphasis added)]**
39. At the time of making such representation to the Court, Mr. Girdwood's IOLTA had a balance of \$61.08. **[Ex. 19, Bates 441]**
40. Mr. Girdwood's client, Athena Nicholson, emailed Mr. Girdwood several

times concerning the escrowed funds in 2024 and 2025. **[Ex 11, Athena testimony]**

41. His responses throughout that time period misrepresented the status of the Nicholson Escrow Funds and concealed by omission that those funds had been misappropriated by him. **[Athena testimony]**
42. On January 7, 2025, a Final Default Divorce Decree (the “Final Decree”) issued in the Nicholson matter. The Decree awarded Mr. Nicholson 60% of the funds from the sale of the marital home, and Ms. Nicholson 40% of such funds. **[Ex. 9, Bates 174]**
43. Between January 20, 2025 and January 31, 2025, Ms. Dudziak emailed Mr. Girdwood five times seeking her client’s portion of the Nicholson Escrowed Funds. **[Ex. 10, Bates 182-190]**
44. On January 30, 2025, Ms. Nicholson asked about “a lien on the escrow account” Mr. Girdwood responded the same day that a lien is “not procedurally possible at this time,” but that “for now I control the funds.” **[Ex. 11]**
45. As of January 30, 2025, the balance in his IOLTA was \$985.30. **[Ex. 19, Bates 452]**
46. Mr. Girdwood filed a Notice of Appeal with the New Hampshire Supreme Court (the “Supreme Court”) on February 7, 2025. **[Ex. 5]**
47. Thereafter, Ms. Dudziak made several attempts via email to obtain a full or partial distribution of the funds to her client following the Final Decree. **[Ex. 10, Bates 193-200]**

48. Ms. Dudziak, by email dated June 11, 2025, requested “a copy of the statement showing the client trust deposit.” **[Ex. 10, Bates 201-203]**
49. Mr. Girdwood responded by forwarding to her the escrow agreement and a receipt regarding the original deposit of the Nicholson Escrow Funds.
- Id.***
50. Ms. Dudziak responded “[my client] wants a current [IOLTA] statement.”
- Id.***
51. Mr. Girdwood did not provide such statement. **[Ex. 12]**
52. On October 17, 2025, the Supreme Court affirmed the family court’s decision. ***Id.***
53. On October 20, 2025, Mr. Girdwood filed a Motion to Reconsider with the Supreme Court, which was denied on November 6, 2025. ***Id.***
54. In October and November of 2025, Ms. Dudziak attempted to obtain the funds awarded to her client (\$292,507.06) as per the Final Decree. **[Ex. 10, Bates 206-223]**
55. On November 6, 2025, Ms. Dudziak sent an email to Mr. Girdwood stating, “Good morning, Considering the court’s ruling, please advise when you will be releasing my client’s 60% portion of the funds being held in your trust account. Thank you.” **[Ex. 10, Bates 218]**
56. As of November 6, 2025, the balance in IOLTA 5528 was \$85.30. **[Ex. 19, Bates 464]**
57. On November 12, 2025, Ms. Dudziak sent a follow up email to Mr. Girdwood stating, “Good afternoon, My client is in NH and is asking

- about the status of the check. Please advise.” **[Ex. 10, Bates 221]**
58. Mr. Girdwood replied via email on November 13, 2025, attaching a copy of a letter he claimed to have mailed to her previously. The letter purported to have enclosed a check for the \$292,507.06. **[Ex. 10, Bates 222-227]**
59. Ms. Dudziak never received the letter or check and continued to follow up with Mr. Girdwood. **[Ex. 10, Bates 228-238]**
60. On November 24, 2025, Mr. Girdwood advised Ms. Dudziak via email, “... if not there today I will stop payment and resend with tracking.” **[Ex. 10, Bates 234-237]**
61. Ms. Dudziak followed up by email on November 25, November 26, and December 1, 2025, asking that the check be sent to her by overnight mail. **[Ex. 10, Bates 238; Ex. 12, Bates 239-241]**
62. Ms. Dudziak advised Mr. Girdwood that if he did not provide the check, she would be forced to file a motion with the court. Mr. Girdwood did not respond. **[Ex. 12,]**
63. On December 3, 2025, Ms. Dudziak filed a motion for contempt. **[Ex. 12]**
64. A hearing was held on January 8, 2026. Mr. Girdwood did not appear at the hearing, nor did his client. **[Ex. 1; Ex. 5]**
65. The Court ordered Mr. Girdwood to immediately hand deliver a check in the amount of \$295,559.77 to Ms. Dudziak’s client (\$292,507.06 plus interest in the amount of \$3,052.71), no later than January 9, 2026, at

12:00 p.m., or immediately show cause why he cannot deliver the check by filing a verified pleading with the Court. **[Ex. 13]**

66. Mr. Girdwood failed to comply with the Court's Order. **[Ex. 15; Ex. 16]**

67. Ms. Dudziak filed an *ex parte* motion for contempt of January 9, 2026, and a hearing was held on January 12, 2026. This hearing resulted in the Order that generated a referral by the Honorable Michael C. Mace to the ADO. **[Ex. 2; Ex.14]**

Other IOLTA Violations

68. The bank records for IOLTA 5528 obtained by the ADO reveal additional trust account violations. **[Ex. 19]**

69. From 10/11/22 to 2/10/25, Mr. Girdwood made online transfers without client designation from his IOLTA 5528 into Operating 5501 in the amount of \$221,198.00 as follows:

Date	Amount	Bates
10/11/2022	\$500.00	394-396
10/11/2022	\$1,500.00	394-396
10/17/2022	\$1,000.00	394-396
10/24/2022	\$500.00	394-396
10/24/2022	\$500.00	394-396
10/31/2022	\$2,500.00	397-398
11/15/2022	\$6,500.00	397-398
12/2/2022	\$5,000.00	399-400
12/16/2022	\$4,000.00	399-400
12/21/2022	\$2,500.00	399-400
12/27/2022	\$1,500.00	399-400
12/27/2022	\$3,500.00	399-400
1/20/2023	\$5,000.00	401-402
2/7/2023	\$5,000.00	403-404
2/14/2023	\$500.00	403-404
2/16/2023	\$1,000.00	403-404
2/16/2023	\$2,000.00	403-404

Date	Amount	Bates
2/23/2023	\$2,000.00	403-404
3/3/2023	\$1,500.00	405-406
3/6/2023	\$4,000.00	405-406
3/13/2023	\$1,000.00	405-406
3/15/2023	\$3,000.00	405-406
3/20/2023	\$3,000.00	405-406
4/11/2023	\$3,500.00	407-409
4/13/2023	\$1,000.00	407-409
4/17/2023	\$1,000.00	407-409
4/17/2023	\$1,000.00	407-409
4/19/2023	\$2,500.00	407-409
4/27/2023	\$5,000.00	407-409
5/8/2023	\$5,000.00	410-412
5/15/2023	\$500.00	410-412 ¹
5/25/2023	\$5,000.00	410-412
6/6/2023	\$6,000.00	413-415
6/15/2023	\$2,500.00	413-415
6/21/2023	\$5,000.00	416-418
7/7/2023	\$2,500.00	416-418
7/12/2023	\$3,000.00	416-418
7/13/2023	\$5,000.00	416-418
7/25/2023	\$7,500.00	419-421
7/28/2023	\$2,000.00	419-421
8/10/2023	\$3,500.00	419-421
8/15/2023	\$2,000.00	419-421
8/22/2023	\$1,000.00	422-423
9/5/2023	\$2,000.00	422-423
9/6/2023	\$1,500.00	422-423
9/7/2023	\$3,500.00	422-423
9/12/2023	\$2,000.00	422-423
9/21/2023	\$1,000.00	422-423
9/21/2023	\$2,000.00	422-423
9/27/2023	\$2,000.00	424-425
10/4/2023	\$6,000.00	424-425
10/10/2023	\$3,000.00	424-425
10/18/2023	\$2,500.00	426-428
11/2/2023	\$5,000.00	426-428
11/8/2023	\$4,000.00	426-428

¹ The ADO alleged in the Notice of Charges that this was a withdrawal from IOLTA 5528, but later corrected the record at the hearing that this was actually a deposit into IOLTA 5528.

Date	Amount	Bates
11/16/2023	\$5,000.00	429-430
11/29/2023	\$5,000.00	429-430
12/6/2023	\$4,000.00	429-430
12/15/2023	\$2,000.00	429-430
12/21/2023	\$5,000.00	429-430
12/22/2023	\$3,500.00	429-430
12/27/2023	\$2,500.00	431-432
1/3/2024	\$2,000.00	431-432
1/5/2024	\$1,500.00	431-432
1/17/2024	\$3,000.00	431-432
1/23/2024	\$1,000.00	431-432
1/23/2024	\$1,000.00	431-432
1/23/2024	\$1,000.00	431-432
1/26/2024	\$2,000.00	433-434
2/7/2024	\$5,000.00	433-434
2/9/2024	\$1,000.00	433-434
2/15/2024	\$2,000.00	433-434
2/23/2024	\$6,500.00	435-437
3/6/2024	\$1,600.00	435-437
3/7/2024	\$1,000.00	435-437
3/18/2024	\$1,500.00	435-437
3/21/2024	\$3,000.00	435-437
4/8/2024	\$1,500.00	438
5/1/2024	\$350.00	439-440
5/20/2024	\$100.00	439-440
7/12/2024	\$30.00	442
11/27/2024	\$1,000.00	446
12/31/2024	\$300.00	450-451
12/31/2024	\$1,200.00	450-451
1/6/2024	\$500.00	450-451
2/6/2025	\$400.00	452-453
2/10/2025	\$500.00	452-453
Total	\$222,480.00	

70. On 12/19/24 and 12/30/24,² Mr. Girdwood made online transfers from Operating 5501, *i.e.* his personal funds, into the IOLTA 5528 in the

² The ADO alleged in the Notice of Charges that this date was 12/20/24, but later corrected the record at the hearing that this was a typographical error. The correct date is 12/30/24.

amount of \$8900.00 as follows: **[Ex. 19, Bates 447-449, 450-451; Ex. 32, Bates 889-893, 894-898]**.

<u>Date</u>	<u>Amount</u>	<u>Bates</u>
12/19/2024	\$6,000.00	447-449 & 889-893
12/30/2024	\$2,900.00	450-451 & 894-898
Total	\$8,900.00	

71. Such transfers constitute commingling.
72. The deposit from Operating 5501 to IOLTA 5528 made on December 19, 2024 was necessary because Mr. Girdwood was out of trust on another client matter in which he needed to disburse \$25,000 as a settlement in a matter captioned [REDACTED]. **[Ex. 17, Bates 384; Ex. 19, Bates 447-449; Ex. 21]**
73. Prior to the deposit of his personal funds into IOLTA 5528 on December 19, 2024, the balance was \$16,585.30, which was not enough to cover the settlement of \$22,500. **[Ex. 19, Bates 447-449]**
74. Mr. Girdwood therefore deposited an additional \$6,000 of his own funds, bringing the balance in IOLTA 5528 to \$22,585.30. **[Id.]**
75. The same day, he wrote check no. 1862 to the order of [REDACTED] in the amount of \$22,500 with the memo line "[REDACTED] [REDACTED] – Settlement." **[Ex. 21]**
76. From 9/27/22 to 9/16/25, Mr. Girdwood deposited retainers via cash and check directly into Operating 5501, rather than his IOLTA 5528, as required by Rule 1.15 in the amount of \$56,860.00 as follows: **[Ex. 32; Ex. 33]**

<u>DATE OF DEPOSIT</u>	<u>AMOUNT</u>	<u>SOURCE</u>	<u>CHECK PAYEE</u>	<u>CHECK MEMO</u>	<u>BATES</u>
9/27/2022	\$3,000.00	check	Athena J. Nicholson	Professional services-legal	752-756 & 955-956
10/5/2022	\$1,500.00	check	[REDACTED] LTD	Retainer	752-756 & 959-960
11/30/2022	\$1,000.00	check	[REDACTED]	[REDACTED]	762-764 & 973-974
1/4/2023	\$1,000.00	check	Bank Check/unknown	[REDACTED]	768-772 & 977-978
1/24/2023	\$1,000.00	cash	n/a	n/a	773-776 & 986-987
3/8/2023	\$2,000.00	check	[REDACTED]	nothing	778-783 & 991-992
5/11/2023	\$3,000.00	check	[REDACTED]	nothing	790-795 & 1004-1006
5/11/2023	\$1,500.00	check	Bank Check/unknown	Retainer fee	790-795 & 1004-1006
5/23/2023	\$1,000.00	check	Law Office of Margaret A. Jacobs, etal	[REDACTED] matter-retainer	796-801 & 1010-1011
10/10/2023	\$2,500.00	check	[REDACTED]	Retainer	819-823 & 1025-1026
1/3/2024	\$500.00	cash	n/a	n/a	834-837 & 1033-1034
1/31/2024	\$1,500.00	check	Bank check/[REDACTED]	nothing	839-843 & 1035-1036
2/27/2024	\$1,000.00	check	Myers Associates	[REDACTED] Retainer	844-848 & 1037-1040
2/27/2024	\$1,000.00	check	Myers Associates	[REDACTED] Retainer	844-848 & 1037-1040
3/20/2024	\$1,000.00	check	[REDACTED]	Retainer	844-848 & 1050-1051
6/11/2024	\$1,500.00	check	[REDACTED]	nothing	859-863 & 1064-1065
6/12/2024	\$2,000.00	check	[REDACTED]	[REDACTED] Retainer	859-863 & 1066-1067
6/17/2024	\$2,500.00	cash	n/a	n/a	859-863 & 1068-1069
7/17/2024	\$500.00	check	[REDACTED]	Retainer	864-868 & 1074-1075
7/24/2024	\$1,500.00	check	[REDACTED]	Legal Service	869-873 & 1076-1077
7/29/2024	\$2,000.00	check	[REDACTED]	nothing	869-873 & 1078-1079
9/9/2024	\$500.00	check	[REDACTED]	To begin legal services for [REDACTED]	874-878 & 1089-1090
10/9/2024	\$5,000.00	check	[REDACTED]	nothing	879-883 & 1093-1095

<u>DATE OF DEPOSIT</u>	<u>AMOUNT</u>	<u>SOURCE</u>	<u>CHECK PAYEE</u>	<u>CHECK MEMO</u>	<u>BATES</u>
10/28/2024	\$5,000.00	check	[REDACTED]	nothing	884-888 & 1098-1099
1/2/2025	\$1,500.00	check	[REDACTED]	nothing	894-898 & 1109-1110
1/10/2025	\$2,000.00	check	[REDACTED]	Retainer	894-898 & 1113-1114
1/15/2025	\$525.00	cash	n/a	n/a	894-898 & 1115-1116
5/28/2025	\$3,500.00	check	[REDACTED]	Retainer for [REDACTED]	919-923 & 1144-1145
6/20/2025	\$2,000.00	check	[REDACTED]	Retainer	919-923 & 1148-1149
7/2/2025	\$200.00	check	[REDACTED]	Retainer partial pmt	924-928 & 1154-1155
9/2/2025	\$1,500.00	check	[REDACTED]	Retainer	934-939 & 1163-1164
9/4/2025	\$500.00	check	[REDACTED]	Retainer for Estate	934-939 & 1167-1168
9/11/2025	\$2,000.00	check	Bank check/[REDACTED]	nothing	934-939 & 1169-1170
9/16/2025	\$135.00	cash	n/a	n/a	934-939 & 1171
TOTAL	\$56,860.00				

77. Depositing unearned retainers directly into the operating account constitutes commingling.

False Trust Account Certifications

78. Mr. Girdwood knowingly submitted false Trust Account Compliance Certificates for the reporting periods covering June 1, 2022 through May 31, 2025 (*i.e.* three Certificates). **[Ex. 34]**

79. These Certificates falsely represent that Mr. Girdwood was in compliance with Supreme Court Rule 50 and Rule 1.15, that he conducted monthly reconciliations, and that he was never out of trust in a client matter.

[Ex. 34]

**Mr. Girdwood's Answer, Invocation of his Fifth Amendment Rights,
and Acknowledgment of Adverse Inference**

80. Mr. Girdwood filed an answer to the Notice of Charges on April 9, 2026, consisting of one paragraph, stating:

In response to the notice of charges forward [sic] by your office on March 3, please be advised that my client Stepehn [sic] P. Girdwood asserts his right against self-incrimination, as guaranteed him by the Fifth and Fourteenth Amendments to the United States Constitution and part I, article 15 of the New Hampshire Constitution. Mr. Girdwood and I are aware that the assertion of this privilege allows for adverse inferences in the context of civil litigation, including this proceeding. Mr. Girdwood further waives his right to a hearing on both the merits of the charges and the appropriate sanction to the extent that the Hearings Committee is willing to accept same. Mr. Girdwood is aware that the Attorney Discipline Office will recommend his disbarment and does not intend to contest this recommendation.

81. In addition to acknowledging in his Answer that an adverse inference may be drawn by this Panel in his Answer, Mr. Girdwood explicitly acknowledged same via pleading filed on July 22, 2026, captioned "Acknowledgment of Adverse Inferences," in which he represented:

NOW COMES the respondent, Stephen P. Girdwood, Esquire, by and through his attorneys, Gary Apfel, Esq., Allison E. Schwarz, Esq., and the Law Offices of Simpson & Mulligan, P.L.L.C., and hereby acknowledges that the Hearings Committee may draw adverse inferences from any assertions of the privilege against self-incrimination in these proceedings.

82. While this Panel may draw an adverse inference from Mr. Girdwood's Fifth Amendment invocation, it's findings herein are amply supported by the stipulated exhibits in this matter, including bank records

subpoenaed by the ADO, multiple misleading communications from Mr. Girdwood to opposing counsel and the court, and court pleadings, which demonstrate by clear and convincing evidence all of the rule violations in the Notice of Charges and set forth herein.

II. Proposed Rulings of Law

83. Mr. Girdwood's conduct in this case violates New Hampshire Rules of Professional Conduct 1.15, 3.3, 3.4, 8.4(b), 8.4(c) and 8.4(a).

Rule 1.15: Safekeeping Property

84. The facts set forth at ¶¶ 1-82 above are incorporated by reference.
85. Rule 1.15 states as follows:
- (a) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, in accordance with the provisions of the New Hampshire Supreme Court Rules. The lawyer shall maintain the minimum financial records with respect to the client and third party funds as may be required by the New Hampshire Supreme Court Rules and shall comply with every other aspect of those Rules. Sufficient records of all other property of clients or third persons shall be kept by the lawyer and shall be preserved for a period of six years after final distribution of such other property or any portion thereof. All client and third party property shall be identified as such and appropriately safeguarded.
 - (b) A lawyer may deposit the lawyer's own funds in a client trust account for the sole purpose of paying bank service charges on that account, but only in an amount appropriate for that purpose.
 - (c) A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.
 - (d) Funds may be disbursed from lawyer trust accounts upon
 - (A) (i) deposit, receipt of which is acknowledged by the

receiving financial institution, of cash, bank cashier's check, certified check, or electronic transfer of funds at least equal to the sum of such disbursements, or (ii) clearance of any other form of deposit by such receiving financial institution, and (B) availability of such funds to the lawyer from the receiving financial institution.

- (e) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and upon request by the client or third person, shall promptly render a full accounting regarding such property.
- (f) When in the course of representation a lawyer is in possession of property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the property as to which the interests are not in dispute.

- 86. Mr. Girdwood violated Rule 1.15 by misappropriating the entirety of the Nicholson Escrowed Funds, as well as the funds of other clients.
- 87. Mr. Girdwood violated Rule 1.15 by being out of trust in the [REDACTED] matter, requiring that he utilize \$6,000 of his personal funds in order to pay out a settlement in that matter.
- 88. Mr. Girdwood violated Rule 1.15 by commingling his own funds with client funds by repeatedly depositing unearned retainers into his operating account as set forth herein.
- 89. Mr. Girdwood violated Rule 1.15 by commingling his own funds with client funds by depositing his own funds into his IOLTA as set forth herein.

90. Mr. Girdwood violated Rule 1.15 by failing to provide an accounting of the Nicholson Escrowed Funds promptly upon request of opposing counsel.
91. Mr. Girdwood violated Rule 1.15 by failing to identify each disbursement out of his IOLTA by specific client designation as set forth herein.
92. The foregoing represents clear and convincing evidence of a violation of N.H. R. Prof. Conduct 1.15.

Rule 3.3: Candor Toward the Tribunal

93. The facts set forth at ¶¶ 1-82 above are incorporated by reference.
94. Rule 3.3 states in pertinent part as follows:
 - (a) A lawyer shall not knowingly:
 - (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;
 - (2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or
 - (3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and comes to know if its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.
95. Mr. Girdwood violated Rule 3.3 by filing three false Trust Account Compliance Certificates for the reporting periods covering June 1, 2022 to May 31, 2025.

96. Mr. Girdwood violated Rule 3.3 by falsely representing in a pleading dated June 7, 2024 that he maintained the Nicholson Escrowed Funds “held in escrow” when by that date he had misappropriated all of it.
97. The foregoing represents clear and convincing evidence of a violation of N.H. R. Prof. Conduct 3.3.

Rule 3.4: Fairness to Opposing Party and Counsel

98. The facts set forth at ¶¶ 1-82 above are incorporated by reference.
99. Rule 3.4 states in pertinent part as follows:
- A lawyer shall not:
- (c) knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists;
100. Mr. Girdwood violated Rule 3.4(c) by failing to hold in trust the entirety of the Nicholson Escrowed Funds representing the net proceeds from the sale of their marital home as set forth in the Divorce Decree dated January 7, 2025.
101. Mr. Girdwood violated Rule 3.4(c) by failing to appear at the contempt hearing on January 8, 2026 despite the Court Order that he do so.
102. Mr. Girdwood violated Rule 3.4(c) by failing to deliver a check to Mr. Nicholson in the amount of \$295,559.77 despite the Court Order that he do so.
103. The foregoing represents clear and convincing evidence of a violation of N.H. R. Prof. Conduct 3.4.

Rule 8.4(b): Commission of a Criminal Act

104. The facts set forth at ¶¶ 1-82 above are incorporated by reference.

105. Rule 8.4(b) states as follows:

It is professional misconduct for a lawyer to:

(b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;

106. Mr. Girdwood violated Rule 8.4(b) by misappropriating the entirety of the Nicholson Escrow Funds.

107. This conduct constitutes theft by deception. N.H. R.S.A. § 637:4.

108. The foregoing represents clear and convincing evidence of a violation of N.H. R. Prof. Conduct 8.4(b).

Rule 8.4(c): Deceit

109. The facts set forth at ¶¶ 1-82 above are incorporated by reference.

110. Rule 8.4(c) states as follows:

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

111. Mr. Girdwood violated Rule 8.4(c) by mispresenting to his client Ms. Nicholson that he continued to hold her funds and those of her ex-husband in escrow.

112. Mr. Girdwood violated Rule 8.4(c) by mispresenting to opposing counsel that he continued to hold the Nicholson funds in escrow in his pleading dated June 7, 2024 and in his email dated June 16, 2025.

113. Mr. Girdwood violated Rule 8.4(c) by misappropriating the entirety of the Nicholson Escrowed Funds.
114. The foregoing represents clear and convincing evidence of a violation of N.H. R. Prof. Conduct 8.4(c).

Rule 8.4(a): General Rule

115. In light of the foregoing, there is clear and convincing evidence that Mr. Girdwood's conduct violated N.H. R. Prof. Conduct 8.4(a).

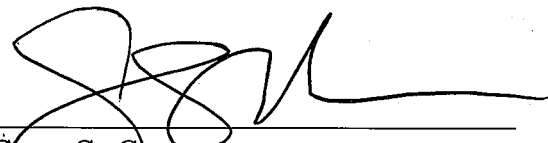
III. Request for Costs

116. Undersigned counsel requests the Hearing Panel recommend to the Professional Conduct Committee that Mr. Girdwood be assessed the expenses incurred by the Professional Conduct Committee in the investigation and prosecution of this matter. See N.H. Sup. Ct. R. 37(19).

Respectfully Submitted,
New Hampshire Supreme Court
Attorney Discipline Office
4 Chenell Drive, Suite 102
Concord, New Hampshire 03301
(603) 224-5828

Date: September 10, 2026

By:


Sara S. Greene
Disciplinary Counsel

CERTIFICATION

I, Sara S. Greene, Disciplinary Counsel of the New Hampshire Supreme Court Attorney Discipline Office, certify that a copy of the aforesaid "Attorney Discipline Office's Requests for Findings of Fact and Rulings of Law and Request for Costs" is being mailed via first class mail on this 10th day of September 2026, to Mr. Girdwood's counsels, Gary N. Apfel, Esquire, and Allison E. Schwartz, Esquire at Simpson & Mulligan, PLLC, Wheelock Office Park, Suite S-1, 31 Old Etna Road, Lebanon, NH 03766, via email.

A handwritten signature in black ink, appearing to read 'SSG', is written over a horizontal line.

Sara S. Greene
Disciplinary Counsel