

PATRICK A. GLEASON
CHAIRMAN



OFFICE OF SPECIAL COUNSEL

HOUSE OF REPRESENTATIVES
COMMONWEALTH OF PENNSYLVANIA
HARRISBURG
SELECT COMMITTEE ON STATE CONTRACT PRACTICES

August 2, 1974

Adam N. Aretz, Esquire
Law Offices
31 North Main Street
Greensburg, Pennsylvania 15601

Dear Mr. Aretz:

Pursuant to our telephone conversation of August 1, 1974, we feel compelled to set forth, in chronological detail, our past dealings with you with respect to your representation of Simone Tantillo.

On June 4, 1974, we attempted to interview Simone Tantillo at his residence in Hannastown, Pennsylvania. At that time, the purpose of the interview was explained to Mr. Tantillo, and he stated that he was willing to cooperate with us but first desired to consult with counsel. We assured Mr. Tantillo that his request was most appropriate and requested that he re-contact us after he had selected, and consulted with, the attorney of his choice.

Shortly thereafter, Mr. Tantillo advised us that he had selected you as his attorney and suggested that we contact you to arrange for an interview. Responding to Mr. Tantillo's suggestions, we contacted you and, by mutual agreement, a meeting was scheduled. On June 25, 1974, at 10:05 AM., we met with you and Mr. Tantillo in your law office. At the outset of the meeting, you requested that the interview be taped on your personal tape recorder. We readily agreed to this, asking only that you provide us with a copy of the tape. You promised that you would comply with this request.

The interview of Mr. Tantillo was then conducted and completed at approximately 12:50 PM. At the conclusion of the interview, you requested that we dictate a statement synthesizing the interview, to be signed by your client. You further requested that when the statement had been dictated, that we forward it to your office for your review. You assured us that, after such a review, you would have Mr. Tantillo sign the statement in the presence of appropriate witnesses.

Adam N. Aretz, Esquire
August 2, 1974
Page 2.

On June 27, 1974, Mr. Freind came to your office and personally gave to you the statement that was to be signed by Mr. Tantillo. In addition, Mr. Freind gave to you a letter, addressed to you, and dated June 26, 1974, signed by Messrs. Freind and Willmann. This letter provided instructions on the procedure to be followed in having your client read, initial, correct, and sign the statement.

During the June 27 meeting with Mr. Freind, you personally read, in Mr. Freind's presence, the prepared statement. After reading that statement, you advised Mr. Freind that the statement was an accurate synopsis of the previous interview. You also stated at that time that you would, therefore, instruct Mr. Tantillo to sign the statement and forward the signed statement to us.

You also advised Mr. Freind that you had decided not to furnish us with a copy of the tape of the June 25 interview. Your reasons for your decision were that, after listening to the tape, you were chagrined by the fact that we "sounded extremely professional" while you, in contrast, sounded extremely casual and unprofessional. To phrase your exact words, you stated to Mr. Freind, "I sounded like a s _ _ t."

Mr. Freind reminded you of your promise to provide us with a copy of the tape and, while admitting that there was no way to force you to keep that promise, he reiterated our request for a copy of the tape.

In addition, you advised Mr. Freind that because of your opinion that your performance during the interview, at least on tape, was unprofessional, you had decided to destroy the tape. Mr. Freind replied that, again, he had no way to compel you to do otherwise. Mr. Freind went on, however, to advise you that, particularly in these times of deceit and cover-up, your decision to destroy the tape was, in his opinion, most unwise.

The meeting was concluded with your promise to have Mr. Tantillo sign the statement, after which you would forward the statement to us. You also stated that you would reconsider your decision concerning the destruction of the tape.

July 7
For over a month, we waited patiently to hear from you. You, however, not only failed to contact us, but also failed to forward to us the statement in question. On June 29, 1974, at approximately 2:30 PM, Mr. Freind telephoned your office and requested to speak with you. Your secretary advised Mr. Freind that you were not present in the office but were expected to return later that afternoon. A request was made that you contact us upon your return that day. This you failed to do.

On August 1, 1974, Mr. Freind again telephoned your office and this time was successful in talking to you. At the outset of the conversation,

Adam N. Aretz, Esquire

August 2, 1974

Page 3.

Mr. Freind advised you that Mr. Willmann was going to listen to the conversation on an extension. During this conversation you advised us that you had decided, contrary to your prior promise, to instruct Mr. Simone Tantillo not to sign the statement. You refused, however, to give any reason for this decision. In addition, you refused to provide us with a copy of the tape of the June 25 interview. Further, you refused to advise us whether or not you had, in fact, destroyed that tape.

You stated to us that if we desired to officially receive the information provided to us by Mr. Tantillo during the June 25 interview, we would have to exercise our Committee's subpoena power, a power "which I don't think you have."

In view of this, you were requested to return to us the unsigned statement prepared by us for your client's signature. You responded that you did not think that you would return the statement.

You were specifically asked to explain what intervening circumstances had caused you to change your decision in this matter. You refused to respond to the question.

It was pointed out to you that, subsequent to the June 25 interview, your legal associate, Thomas Anton, has represented Egidio Cerilli in his dealings with this Committee. We asked you if this fact in any way related to your subsequent decisions. After hesitating, you advised us that there was no relationship between the two events.

We again call upon you to act in good faith with respect to your prior commitments to us. Specifically, we request the following:

1. That you provide us with a copy of the tape of the June 25 interview.
2. That if you refuse to do this, you advise us, in writing, of the reasons for your refusal.
3. That you advise us, in writing, if the tape in question still exists or if, in fact, you have destroyed it.
4. That you fulfill your commitment to us and request your client, Simone Tantillo, to sign the statement. After Mr. Tantillo has signed the statement, please forward that statement to us.

Adam N. Aretz, Esquire
August 2, 1974
Page 4.

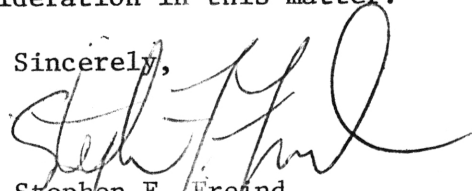
5. If you refuse the above request, we ask that you advise us, in writing, the reasons for your refusal.

It is our opinion that your conduct in this matter has not evidenced any regard for the best traditions of our profession. Broken promises and destroyed tapes are not the trademarks of an attorney.

We feel confident that, upon reflection, you will reconsider your decisions and comply with our requests. To do otherwise will undoubtedly invite a course of action distasteful to all concerned.

Thank you in advance for your consideration in this matter.

Sincerely,



Stephen F. Freind
Special Counsel



John Michael Willman
Special Counsel

Reply to:

Stephen F. Freind, Special Counsel
House of Representatives
Select Committee on State Contract Practices
288 Main Capitol Building
Harrisburg, Pennsylvania 17120
Telephone: (717) 787-5292