

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PA**

MOWRY S. KNAUR,	:	
Plaintiff	:	
	:	
v.	:	No. 98-21,614
	:	
SAMANTHA A. (KNAUR) GEYER, :		
Defendant	:	

**OPINION and ORDER**

Mowry Knaur has filed a Petition for Special Relief requesting this court to enforce the property settlement agreement signed by himself and Samantha (Knaur) Geyer, his former wife. Under the agreement, Mrs. Geyer received the couple's 1998 Dodge Intrepid and assumed the debt on the car. She has failed to pay off that debt, resulting in harm to Mr. Knaur's credit rating.

Mrs. Geyer is now trying to escape her obligation to pay this debt by arguing that the agreement should be declared null and void because Scott T. Williams, Esq., the attorney who drew up the agreement, violated several Rules of Professional Responsibility.<sup>1</sup> We decline to release Mrs. Geyer from her obligation because such a reprieve is not a proper remedy for such a violation.

**Discussion**

Mrs. Geyer contends that Mr. Williams violated the Rules of Professional Conduct by representing both herself and Mr. Knaur while their interests were adverse to each other. In the alternative, she contends that she was a former client of Mr. Williams', and he therefore should not have represented her husband in this matter without her consent.

It is highly doubtful that Mr. Williams violated any Rule of Professional Conduct.<sup>2</sup> But even if he

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<sup>1</sup> Specifically, Rules 1.7(a)(2), 1.7(b)(2), and 1.9(a) and (b).

<sup>2</sup> The evidence established that Mr. Williams was not representing Mrs. Geyer in the divorce action, in violation of Rule 1.7. The agreement, which Mrs. Geyer admitted

did, that is no basis upon which to void the agreement. The Rules of Professional Conduct are promulgated in order for the Supreme Court to regulate and discipline attorneys who misbehave. They do not provide a basis from which to give a client a reprieve—even a client injured by a violation.

This is clear from the section of the Rules entitled “Scope,” following the Preamble. That section contains the following passage:

Violation of a Rule should not give rise to a cause of action nor should it create any presumption that a legal duty has been breached. The Rules are designed to provide guidance to lawyers and to provide a structure for regulating conduct through disciplinary agencies. They are not designed to be a basis for civil liability. Furthermore, the purpose of the Rules can be subverted when they are invoked by opposing parties as procedural weapons. The fact that a Rule is a just basis for a lawyer’s self-assessment, or for sanctioning a lawyer under the administration of disciplinary authority, does not imply that an antagonist in a collateral proceeding or transaction has standing to seek enforcement of the Rule. Accordingly, nothing in the Rules should be deemed to augment any substantive legal duty of lawyers or the extra-disciplinary consequences of violating such a duty.

If Mrs. Geyer or her attorney sincerely believe that Mr. Williams has violated the Rules of Professional Conduct, they should report the conduct to the Disciplinary Board.

Of course, if the violation of a rule caused Mrs. Geyer to sign the agreement unknowingly or involuntarily, we would void the agreement because there would have been no meeting of the minds. However, the testimony established that after they separated, Mr. Knauer and Mrs. Geyer themselves decided how to split up the marital assets and debts, and Mr. Williams simply drafted agreement into a legal format. Mrs. Geyer admitted that she knew what she was signing, understood the agreement, and consented to its provisions. Furthermore, nothing in the agreement appears to be one-sided or unfair:

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she read before signing, states that Mr. Williams represented Mr. Knauer only, and not Mrs. Geyer, and further states that she had been advised and encouraged to seek independent counsel. Moreover, Rule 1.9(a), relating to a former client, applies only to matters that are “substantially related” to the matter in which the former client was represented, which is not the case here. Mr. Williams had formerly represented the couple in a real estate transaction and a financing matter. And finally, there is no evidence that Mr. Williams violated Rule 1.9(b) by using information relating to his former representation of Mrs. Geyer.

Mrs. Geyer received the couple's car and assumed the debt accompanying it; Mr. Knaur received the couple's truck and assumed the debt accompanying it. There was no fraud, coercion, unconscionable action, or any other legal basis upon which to void the agreement. Rather, it appears that Mrs. Geyer has now changed her mind and wishes to renege. And she attempts to do that by faulting Mr. Williams, when she has no one but herself to blame.

### **ORDER**

AND NOW, this 25th day of August, 2000, for the reasons stated in the foregoing opinion, the petition for special relief filed by the plaintiff on 3 March 2000 is granted in part and denied in part, as follows:

1. Samantha A. (Knaur) Geyer is ordered to perform her obligation under the Property Settlement Agreement and is therefore directed to pay off the debt on the Dodge Intrepid, which is now \$9601.30, within sixty days of the date of this order.
2. Because Mrs. Geyer was acting on the advice of her attorney, Mr. Knaur's request for counsel fees to bring this action is denied.

BY THE COURT,

Clinton W. Smith, Judge

cc: Dana Stuchell Jacques, Esq., Law Clerk  
Hon. Clinton W. Smith  
Scott T. Williams, Esq.  
Brent A. Petrosky, Esq.  
200 E. Water St., Lock Haven, PA 17745  
Gary Weber, Lycoming Reporter