

BEFORE THE BOARD OF PROFESSIONAL CONDUCT
OF
THE SUPREME COURT OF OHIO

FILED
MAR 04 2015

In re: Complaint Against

BOARD OF PROFESSIONAL CONDUCT

Joshua Scott Albright (0087867) :
438 E. Lyndhurst Drive :
Sidney, Ohio 45365, :
Respondent. :

Ohio State Bar Association :
1700 Lake Shore Drive :
Columbus, Ohio 43204, :
Relator, :

Case No. 15 - 016

**RELATOR'S COMPLAINT AND CERTIFICATE
UNDER GOV. BAR R. V OF THE SUPREME COURT'S RULES
FOR THE GOVERNMENT OF THE BAR OF OHIO**

Now comes Relator, the Ohio State Bar Association, and alleges that Joshua Scott Albright, Respondent, an Attorney at Law duly admitted to the practice of law in the State of Ohio, is guilty of the following misconduct:

Introduction and Overview of Misconduct

1. Relator is a certified grievance committee authorized to file this Complaint pursuant to Gov. Bar R. V, Section 10. This Complaint is based upon the receipt by Relator of substantial, credible evidence demonstrating that Respondent has committed violations of the Ohio Rules of Professional Conduct.

2. Joshua Scott Albright (Attorney Registration Number 0087867) ("Respondent") was admitted to the practice of law in Ohio on November 7, 2011. Respondent has no prior disciplinary history. Respondent's last known address is 438 E. Lyndhurst Drive, Sidney, Ohio 45365.

3. From November 2, 2011 until August 26, 2014, Respondent was employed as an associate attorney by Roberts, Kelly & Bucio, LLP (RKB), which has several offices, including offices located in Troy and Sidney, Ohio. Respondent practiced family and criminal law primarily in Miami County and Shelby County. Respondent was paid a salary by RKB and had a bonus arrangement.

4. In August, 2014, the partners at RKB suspected that Respondent was engaged in serious misconduct involving the misappropriation of fees from RKB, which eventually Respondent admitted both to RKB and later to the Troy Police. Upon learning of his misappropriation of fees, to which some of the allegations of this Complaint relate, and confronting Respondent, RKB terminated his employment on August 26, 2014. Thereafter, numerous other matters of misconduct surfaced. After his termination, RKB discovered that Respondent had engaged in misconduct involving undertakings for many of the clients he had represented while employed at RKB by accepting their fees but failing to do the work contemplated by the undertaking, or failing to complete the work contemplated by the undertaking, in many cases engaging in misrepresentations to the clients to cover the misconduct.

5. RKB has both a standard flat fee agreement and a retainer fee agreement that the attorney and client are required to sign, as appropriate. Their policy is to require a written agreement in every case. The flat fee agreement contains the notice required by Prof. Cond. R. 1.5 (d) (3). RKB informed Respondent of the existence of its fee agreement policy and instructed Respondent concerning the use of fee agreements to document undertakings for clients.

6. In the summer of 2014, the staff at RKB noticed that Respondent's fees were not commensurate with fees normally charged in the types of cases Respondent was handling; and

that he was not taking in sufficient fees for deposit in appropriate RKB accounts commensurate with the time that he appeared to be devoting to the matters of which RKB had knowledge. Sometime before the late summer of 2014, Respondent had been admonished to refrain from charging flat fees and to use retainers, which RKB believed were more appropriate in most family law matters.

7. Respondent was asked to attend a meeting of the partners of RKB on August 25, 2014 at the Sidney office. RKB suspected that Respondent was misappropriating client fees. At the meeting, Respondent was confronted with the accusation that he had misappropriated legal fees which should have been reported to RKB and deposited to appropriate RKB accounts. He was informed that RKB had just discovered that in some client matters he had received significantly more in fees than the fees he actually reported and delivered to RKB. Respondent initially denied the accusations. He then admitted to accepting fees from one client, not reporting it to RKB, and keeping the fees for his own use and benefit. However, he was asked to reconsider the extent of his wrongdoing. The partners left the room. After re-convening, Respondent then gave the partners a “post-it” note with two more names on it. He continued to deny any further misappropriation of fees.

8. As the meeting ended, Respondent was again encouraged to reconsider the extent of his wrongdoing and do some “soul-searching” and reveal the extent of his wrongdoing. A meeting was scheduled for the next day at approximately 5:00 o’clock p.m., again at the Sidney office. The next day (August 26th) Respondent brought a list (the “List”) to the partners of RKB detailing fifty-three (53) clients who, by Respondent’s calculations, had paid him a total of \$62,800 directly without the fees being disclosed to RKB and delivered to RKB to be deposited in appropriate RKB accounts. In addition, Respondent had concealed from RKB the existence of

many of the clients on the List. Respondent acknowledged the List was incomplete and that the clients were RKB clients. Upon learning this, RKB asked Respondent to make restitution to RKB and encouraged him to self-report his theft misconduct to an appropriate bar disciplinary authority. Respondent acknowledged that some client matters had not been filed and that filing fees would need to be paid, which he did not have. (At that point RKB was unaware of the extent of the other misconduct involving clients of RKB and theft of garnishment payments, detailed below.) Respondent was dismissed immediately from his employment with RKB.

9. After receiving the List, RKB filed a theft complaint with the Troy Police Department and filed a grievance with the Relator. The grievance made by RKB to the Relator however, identified other misconduct by Respondent in addition to the allegations of theft, which other misconduct RKB began to discover almost immediately after his termination. During the ensuing months, while assisting and representing clients from whom Respondent had received fees, RKB has continued to discover and report Respondent's misconduct to Relator.

10. Respondent has engaged in serious and continuing misconduct that has harmed his clients and the public, which may be summarized as follows:

(a) He has engaged in theft, misrepresentation and fraud.

(b) Since approximately early 2013, he has diverted fees to himself paid by clients which should have been paid to RKB. Instead of accounting for and delivering such fees to his (now former) employer, he surreptitiously appropriated the fees to his own use and benefit, and then, in a significant number of cases, failed to perform services for which the clients who had sought services had contracted. To cover this fraudulent activity, he has lied to his employer and his clients.

(c) He failed to do the work for which he was paid, or did it incompletely or incompetently.

(d) He failed to engage in reasonable communication with his clients.

(e) When he did communicate, to cover his misconduct, he engaged in numerous lies and misrepresentations of material, relevant facts and information. In failing to carry out his professional responsibility to clients, he has lied repeatedly to them, has deceived them through pretense and misrepresentation, and has forged documents that he purported were court pleadings, including a forged court order, in attempts to conceal the true state of affairs and to convince clients that he was working on their case or had completed the work he was employed to perform, when in fact he had done nothing. In at least two situations, he blamed the delays in the clients' cases on the court, when in fact he had filed nothing with the court. The forged pleadings and court order have been referred to the Sidney Police Department for criminal prosecution.

(f) He failed to deposit fees paid in advance in an IOLTA trust account; instead, he deposited flat fees and retainer fees directly into his personal (non-trust) account.

(g) He failed to advise clients, in writing, that flat fees might be refundable if, for any reason, Respondent failed to complete the work.

(h) He failed to self-report his own misconduct despite being encouraged to do so. He has made no attempt to make restitution, and in fact has, through his counsel, characterized his misconduct as nothing more than "perceived disputes" and "financial disputes" after already having admitted his misappropriation to RKB and the Troy Police Department.

(i) He has admitted that he used some of the misappropriated fees to purchase a new BMW for his personal use and benefit and a vacation to Hawaii.

(j) Respondent has also misappropriated two garnishment checks he collected as attorney of record for RKB (the plaintiff in the matter in which he misappropriated the garnishment checks) and deposited them in his own personal account. These funds have not been delivered to RKB.

(k) Respondent stated to the Troy Police Department Detective that his misappropriation began around December 2013, but that statement constituted a material misrepresentation to the Troy Police Department Detective. In fact, his misappropriation started at least as early as January 2013.

(l) An internal investigation conducted by RKB after the termination of Respondent revealed that the amount of fees misappropriated by Respondent was much higher than he had reported on the List he gave to RKB on August 26, 2014 and Detective Sloan on September 5, 2014. Likewise, the number of clients of RKB whose fees were received by Respondent and were not accounted for to RKB was much higher.

(m) His misconduct and misappropriation continued up to the point of his termination, and would likely have continued had RKB not discovered his misconduct. His actions repeatedly demonstrate his disregard of the Rules of Professional Conduct and the legal rights of his clients.

Count I: The Strunk Matter

11. Shortly after Respondent's termination from RKB, the matter described in the allegations of this Count of the Complaint came to the attention of RKB. In May, 2014 Respondent was hired by Christopher M. Strunk to file a reallocation of parental rights and responsibilities. The case was time sensitive due to entry of his child into school for the upcoming school year. At their first meeting, Strunk paid Respondent \$900 cash, but Respondent

never gave Strunk a receipt. The meeting occurred at the Sidney offices of RKB. Shortly thereafter a second meeting was held at the RKB Sidney office. At this second meeting, Respondent asked for and Strunk paid Respondent an additional \$600 as and for legal fees, because the matter was being contested. Mr. Strunk then paid the additional amount, but again Respondent gave Strunk no receipt. Both of these meetings and the transactions that transpired at these meetings occurred after normal business hours. Respondent never delivered, or paid, any of these funds to RKB; nor were they reported on the List that Respondent gave to RKB on the evening of August 26, 2014.

12. Mr. Strunk urgently needed the relief he employed Respondent to seek because his child was then imminently to start a new school-year and needed the relief to affect the decision concerning where the child was to attend school. Strunk repeatedly attempted to discover the status of the case from Respondent. In August, 2014, Strunk visited the Shelby County Clerk of Courts office to determine the status of the case. At that point, Strunk learned that Respondent had never filed any papers to begin the process of seeking the reallocation of parental rights and responsibilities that Strunk sought. Strunk then confronted Respondent, who lied to Strunk. Respondent assured him that Respondent had filed the papers necessary to begin the process and that Respondent had copies of the court documents for Strunk to prove to him that Respondent had filed the papers. In fact, Respondent had never filed the papers.

13. Respondent sent Strunk a series of text messages concerning this matter. A summary of the text communications follows:

7/29/2014 – Mr. Strunk sent a message to ask whether his daughter's mother has been served, relating that their daughter has told Strunk that her mother says she has not been served.

Respondent replies that “no she has been served.” Strunk texts back “Ok cool I thought she might be pulling her [the daughter’s] leg. Thanks.”

8/4/2014 – Even though Respondent has a jury trial in a murder case starting on this date (Monday), Respondent wrote to Strunk that he will make a “report filing” for school purposes. Respondent related to Strunk that “I can get it done.”

8/11/2014 – Mr. Strunk texted, “still haven’t heard any thing or recieved (sic) the first piece of paper...” and his daughter’s mother claimed she has not been served, but he is “shore she is lieing... (sic).” Respondent replied – “I’m on it chris **I’ll try something else to put a boot in the court to do something** This will be done.” Strunk then responded asking, “can I get some sort of paperwork so I can see what’s going on?” Respondent replied that he can meet Thursday or Friday of the same week.

8/15/2014 – On Friday, after setting up a meeting at 4, Respondent sent a text message to Strunk claiming that something has come up and Respondent would like to meet Sunday at 7:30 or 8. Strunk replied – “Seriously.” Respondent sent a text, saying, “I might be running behind at 4:30 but I’ll let you know but something has come in troy I have to be at 3.” Then Strunk replied – “Ok but I need to see TODAY!! Went to the clerk of courts they say nothing had been filed!” Respondent replied to Strunk that “I have the copies in my jand (sic) Hand.” Strunk responded again to Respondent – “OK I need to see them today please.” Respondent replied – “Ok that’s fine I’ll have done (sic) make copies.”

14. When Respondent wrote to Strunk, “**I’ll try something else to put a boot in the court to do something,**” Respondent knowingly, falsely blamed the “delay” on the court. In making this statement, Respondent knowingly falsely represented to Strunk that he *had* done

something and also falsely implied that the court bore the responsibility for the delay in Strunk's case.

15. Respondent provided Strunk with documents that Respondent had forged, apparently that day, in an attempt to convince Mr. Strunk that nothing was amiss. In his attempt to convince Strunk that Respondent had filed Strunk's case and that the court had awarded Strunk temporary custody of his child, Respondent provided Strunk with file-stamped copies of documents, referenced in paragraph 16 below, purporting to be documents that had been filed in the Shelby County Juvenile Court. The Magistrate's Order was part of the purported court documents Respondent gave to Strunk and by which, among other means, Respondent represented that the court had awarded him temporary custody of his child, pending a later hearing on permanent custody.

16. After Respondent was fired, Krystal A. Lawson, one of RKB's employees, was tasked with reviewing his files. In reviewing the Strunk file, Lawson discovered that "[t]he following items were both in the file as signed originals and as being file stamped with the Court (said documents are attached hereto marked as exhibit A-E)":

A. Motion to Reallocate Parental Rights and Responsibilities; Motion for Custody signed by Respondent. This document purports to bear a file-stamp of June 4, 2014 at 3:39 p.m. by the Shelby County Juvenile Court.

B. Motion to Impound Child Support signed by Respondent. This document purports to bear a file-stamp of May 30, 2014 at 3:41 p.m.

C. Affidavit of Christopher Strunk, the client, notarized by Respondent. This document purports to bear a file-stamp of May 30, 2014 at 3:39 p.m.

D. Instructions for Service, signed by Respondent. This document purports to bear a file-stamp of May 30, 2014 at 2:14 p.m.

E. Magistrate's Order Granting Temporary Custody, signed by Respondent. This document purports to bear a file-stamp of August 5, 2014 at 2:36 p.m. Directly above the signature line for the Court/Magistrate is a stamp reading "ORIGINAL SIGNED."

17. By providing copies of those documents to Strunk, or by exhibiting copies of the documents to him, Respondent engaged in misrepresentation. Respondent had filed no papers on behalf of Strunk, had filed none of the papers he represented to Strunk that Respondent had filed, and all the documents he represented to Strunk that he had filed were forgeries that bore file-stamps intentionally created by Respondent for the express purpose of leading Strunk to believe that the papers in Strunk's case had been filed, when in fact they had not. Nothing had been filed and all the documents were forged by cutting the file-stamps out of other pleadings and an Order actually filed with the Shelby County Juvenile Court and pasted by Respondent onto documents that he then copied, or scanned, and printed, to conceal the "cut-and-paste" work. The file-stamps on the fraudulent documents presented by Respondent to Mr. Strunk match the file-stamps on the pleadings in another unrelated case (the Malott case) handled by RKB, which pleadings *were* actually filed in the Court.

18. The forged Magistrate's Order Granting Temporary Custody, signed by Respondent and purporting to bear a file-stamp of August 5, 2014 at 2:36 p.m., also bears a stamp "ORIGINAL SIGNED" above the signature line for the judge or magistrate. The file-stamp (dated August 5, 2014) on the forged Magistrate's Order bears the precise file-stamp as the file-stamp on the Notice of Administrative Determination of Paternity in the Malott case. In his haste to mislead and deceive Strunk, the forged court order that Respondent created granted

temporary custody to **Plaintiff**, while his client, Strunk, was the Defendant in the caption of the matter.

19. The “ORIGINAL SIGNED” above the Magistrate’s Order referred to above and given to Strunk to make him believe he had temporary custody of his minor child, was cut from an order in a second unrelated case (Barlow). The “cut and paste” file-stamps and “original signed” signature were taken from case pleadings that Respondent handled and listed on the case list of clients that he gave to RKB when he admitted he misappropriated fees from them.

20. After Respondent gave Strunk the forged Magistrate’s Order, Strunk, believing it to be accurate, turned it in to the daughter’s school, thereby defrauding a third party (although unintentional on the part of Strunk). Respondent knew or should have known that it was likely that Strunk would present the documents to the daughter’s school. Respondent also knew or should have known that such inadvertent misrepresentation by Strunk would be the likely or probable consequence of Respondent’s forgery, created to shield Respondent from discovery by Strunk of Respondent’s neglect and lies. As soon as Mr. Strunk learned that he had been duped, he promptly informed the school.

21. Respondent’s conduct in the Strunk matter violates Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client].

22. Respondent failed to reasonably provide Strunk with accurate and truthful information concerning his case and the status of his case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client’s matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]. In addition, by failing to provide Strunk with accurate and truthful information concerning the

status of Strunk's case, Respondent violated Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]. Moreover, by failing to provide Strunk with accurate and truthful information concerning the status of Strunk's case, Respondent violated Prof. Cond. R. 2.1 [render candid advice].

23. In addition, Respondent knew that Strunk intended to present the Court order that Respondent provided to Strunk to a third party, and that Strunk's action, although inadvertent and unintentional, would mislead or defraud a third party by knowingly making a false statement of law or fact to a third party in violation of Prof. Cond. R. 4.1(a) [knowingly make a false statement of law or fact to a third party] or Prof. cond. R. 4.1 (b) [fail to disclose a material fact when disclosure is necessary to avoid assisting an illegal or fraudulent act by a client].

24. When Respondent did communicate with his client, he lied, deceived misrepresented, and dissembled Strunk. And Respondent knowingly made a series of false statements to Strunk; on numerous occasions, Respondent informed Strunk that the case had been filed and the opposing party served; and then Respondent forged a court order and fabricated "file-stamped" pleadings and thereafter presented the forgery and those fabrications to Strunk to mislead and to deceive Strunk, including to deceive Strunk into believing Strunk had custody of his daughter even though at that relevant time, Respondent had not filed, and Respondent knew he had not filed, the papers to effect a change of custody of the daughter to Strunk. In doing so, Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b) [commit an illegal act that reflects adversely on the lawyer's honesty or trustworthiness]; he repeatedly engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof.

Cond. R. 8.4(c) [engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; and he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d) [engage in conduct that is prejudicial to the administration of justice].

25. Respondent failed to deposit fees he collected, or should have collected on behalf of RKB in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

Count II: The Markeson Matter

26. In January 2014, Ms. Katie Markeson employed Respondent to file a motion or other appropriate papers in Clark County, Ohio, seeking an increase in child support. In the course of employing Respondent to file that motion or those papers, Markeson paid Respondent, and Respondent received from Markeson, \$400 as and for an advance payment on account of fees. Markeson paid that sum to Respondent at the offices of RKB in Troy, in a meeting that occurred after normal business-hours. At this meeting on January 15, 2014, at Respondent's request, Markeson signed affidavits relating to the contemplated proceedings seeking the increased child-support, but Respondent thereafter failed to carry out the contract of employment and failed to file the motion or other appropriate papers to begin the proceedings to secure an increase for Markeson in child-support payments. RKB found the original signed-and-notarized

affidavits in the file maintained concerning the Markeson matter. In a text message that Respondent sent to Markeson, Respondent advised Markeson that she had a court date and Respondent provided her the time for the supposed court date. Markeson recorded the court date in her calendar as June 27th. As the date approached, Markeson became concerned because she had received no notice about the date; acting on her concern, Markeson contacted RKB. When Markeson talked to the staff at RKB, the RKB staff person informed Markeson that RKB had no record of her matter in their system and no lawyer at RKB had recorded on his or her calendar a commitment or appointment to appear on her behalf for a hearing before any court. Upon learning these facts, Markeson called Respondent on his cellular telephone. When Respondent talked to Markeson, he told her that her court date had been moved. Respondent falsely told Markeson that the postponement or re-scheduling of the hearing occurred because the judge was on vacation, thereby falsely blaming the delay in the Markeson matter on the court. Based on Respondent's false representations to Markeson, she removed from calendar the commitment to appear for a court hearing on June 27. Thereafter, Markeson continued her communication with Respondent concerning the date or time to appear before the court for a hearing in her matter. Markeson communicated with Respondent by text-messaging. When Respondent replied to Markeson's inquiry about the re-scheduled time to appear for hearing on her matter, Respondent informed Markeson that he would be in Clark County soon after the time of his text-message communication to her and at that time, he would check on the status of the court date. Sometime later than that last-mentioned communication, Respondent informed Markeson that the court still had set no date or that he still had no date for her to appear before the court for a hearing on her matter. Ms. Markeson believed her case had been filed and she was waiting on a court date.

27. On September 1, 2014, Roberta Fay, a partner in RKB, spoke by telephone with

Markeson concerning the status of her case. Markeson later learned that Respondent had never filed any papers or pleadings in her case or on her behalf concerning the requested increase in child-support payments. Respondent appropriated to his own uses and purposes the fee Markeson paid him, as an employee, agent, or other representative of RKB. Even though Respondent never filed any papers or pleadings on behalf of Markeson and never carried out or completed the undertaking for which Markeson had contracted and paid a fee, Respondent has never refunded, or returned, to Markeson any part of the fee she paid, and Respondent appropriated to his own uses and purposes.

28. By his actions in the Markeson matter, Respondent has committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter]; and of 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Markeson with accurate and truthful information concerning the status of the legal matter Markeson had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Markeson with accurate and truthful information concerning the status of the legal matter Markeson had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

29. Respondent failed to deposit the fees he collected in an IOLTA account, in violation of Prof. Cond. R. 1.15, or to give the required notice required under Rule 1.5 (d) (3)

concerning non-refundable fees. Respondent knowingly and deliberately avoided using the standard RKB fee agreements to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

30. Respondent knowingly made false and misleading statements to Markeson on numerous occasions. In doing so, Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b) [commit an illegal act that reflects adversely on the lawyer's honesty or trustworthiness]; he repeatedly engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c) [engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; and he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d) [engage in conduct that is prejudicial to the administration of justice].

Count III: The Edwards Matter

31. Michelle Edwards paid Respondent a substantial sum – \$3,500 – to represent her in a proceeding in Darke County seeking a change to a shared parenting plan. Ms. Edwards paid Respondent by Chase Quick Pay (an online or electronic banking system used by JP Morgan Chase Bank). The payments were made in two installments on July 10 and July 11, 2014. On July 11th Ms. Edwards informed Respondent that the installments were “pending” and she was required to personally verify them at the branch of Chase Bank. Respondent informed Ms. Edwards that all the papers or pleadings had already been filed on July 10th after receiving notice that her payment was pending. The payments were processed by Chase on July 12th and July 14th. The Chase Quick Pay account to which the payments were made was associated with

Respondent's personal email and not that of RKB. Soon thereafter, Respondent informed Edwards that she was set to see the Magistrate, likely in late July 2014. Edwards tried to contact Respondent on multiple occasions in August 2014. He "would either neglect to respond, or reply with a text message stating that he was in a murder trial and would get back to me." On September 12, 2014, Ms. Edwards learned from RKB that nothing had been filed on her behalf by Respondent.

32. In the Edwards matter, Respondent again engaged in a course of misconduct involving, among other misconduct, taking fees and failing to perform services for which the client had contracted and that Respondent had undertaken to perform, and also deceiving the client by stating that pleadings and papers in the client's matter had been filed, when in fact that was false.

33. By his actions in the Edwards matter, Respondent has committed numerous acts of misconduct. Respondent has failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and of 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Edwards with accurate and truthful information concerning the status of Edwards's legal matter, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Edwards with accurate and truthful information

concerning the status of Edwards's matter, in violation of Prof. Cond. R. 2.1 [render candid advice].

34. In addition, Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

35. Respondent knowingly made false statements to his client. He engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count IV: The Senna Matter

36. Joseph and Dawn Senna are from Massachusetts and needed to enforce (through contempt) a visitation order for summer visitation with their nephew, Mathew. The nephew's father was allegedly in contempt of the order entered in Auglaize County previously granting the Sennas visitation with Mathew during the summer. Time was critically important with summer vacation-time approaching. In early March, 2014, the Sennas paid Respondent \$500, which was the fee Respondent quoted for the undertaking to enforce the prior court order. Respondent again misappropriated the fee to his own uses and purposes, failing again to account to RKB for a fee

received while in RKB's employment. Respondent prepared a package containing pleadings and an affidavit and sent them to the Sennas, who had the papers notarized on March 18, 2014 by their attorney in Massachusetts, Marianne T. Gonsalves, and promptly returned them to Respondent.

37. On several different occasions, Respondent stated to the Sennas and their attorney in Massachusetts that the papers had been filed and that there was a hearing on June 30, 2014, which had in fact, never been scheduled, because nothing had been filed. In a May 28 email Respondent reported that "we have a court date at the end of June" and asked them to call him.

38. On July 1, he falsely reported the results of the "pretrial." He told the Sennas that the judge had ordered that communications with Mathew were to be reinstated immediately.

39. After the Sennas informed Respondent that no communication had occurred, he informed the Sennas via email on July 17 that he was going to file an "*additional* contempt charge." On July 21, by email Dawn Senna reported to Respondent that Mathew was "losing faith." On August 17th, Respondent again reassured the Sennas he would file the "additional" charges, would have the police check on their nephew, and that there was a trial date set for October 10th. He was also going to check with the court on the status of the video tape interview.

40. When the Sennas informed Respondent that they had purchased airline tickets to travel to Ohio for the trial or hearing scheduled for October 10th and informed the Respondent, he sent back via text, "sounds good."

41. During this time, Respondent communicated with the Massachusetts attorney for the Sennas, Marianne T. Gonsalves, who has stated that "there was no doubt or confusion on my part that Attorney Albright's assertions that filings had been made, court dates assigned and

arguments completed.” In truth, nothing had been filed to bring the matter of contempt to the attention of the court as Respondent had represented.

42. After the Sennas learned that nothing had been filed, RKB filed pleadings to get the case on the calendar. The Sennas were deprived of visitation with their nephew for the summer of 2014, and of the opportunity to resolve the visitation issue on a timely basis, entirely due to Respondent’s misconduct.

43. In the Senna matter, Respondent has committed numerous acts of misconduct. Respondent has failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; he failed to reasonably provide information and the status of the client’s case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client’s matter] and of 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide the Sennas with accurate and truthful information concerning the status of the legal matter the Sennas had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide the Sennas with accurate and truthful information concerning the status of the legal matter the Sennas had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

44. In addition, Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and

deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

45. Respondent knowingly made false statements to his client and their local attorney in Massachusetts. And Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count V: The Naylor Matter

46. Randolph Naylor met Respondent after his brother retained RKB to represent him (Randolph) on a domestic violence matter. Respondent, on behalf of RKB, began representing him on another matter involving a Civil Protection Order (CPO) matter.

47. Mr. Naylor inquired about a divorce. Respondent agreed to represent him in a divorce action for a flat fee of \$4,000. No contract was signed. At a meeting on June 17, 2014 at the Hampton Inn in Fairfield, Mr. Naylor paid that amount by check dated the same day which was payable to Respondent. Respondent negotiated the check and deposited it on June 18, 2014 into his personal account, misappropriating it to his own uses and benefit. Mr. Naylor believed he was hiring RKB since the firm was representing him on the other matters. Respondent agreed to file a divorce for him in Butler County. During the June 17th meeting, Respondent gathered information and filled out forms for the filing with information from Mr. Naylor. Respondent informed Mr. Naylor that he would draft documents and get them filed with the court in Butler

County. A few weeks later, Mr. Naylor contacted Respondent to inquire about the status of his case. Respondent said the documents had been rejected and needed to be corrected. Mr. Naylor was under the impression that Respondent had corrected the documents, that documents had been filed, that they were awaiting service and a court date. In the beginning of September (September 3, 2014 according to the docket), he was served with divorce documents from his wife. At that point, he learned that Respondent had not filed any papers in the divorce case which he had employed Respondent to undertake on his behalf. Thereafter, Roberta Fay from RKB assumed the responsibility for Naylor's case, and undertook the active representation of Naylor. Fay promptly thereafter filed the papers and documents in connection with Naylor's divorce proceedings.

48. In the Naylor matter, Respondent has committed numerous acts of misconduct. Respondent has failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client; he failed to provide Naylor with accurate and truthful information concerning the status of the legal matter Naylor had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Naylor with accurate and truthful information concerning the status of the legal matter Naylor had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

49. In addition, Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice

contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

50. Respondent knowingly made false statements to his client. And Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count VI: The Presley Matter

51. In April 2014, Robert Presley called RKB and requested to speak with Roberta (Roberts) Fay about a divorce. Later the same day, Respondent called Presley back and set up a meeting with Presley. They met and agreed to a flat fee of \$1,100.00, and Mr. Presley later paid the fee by check (from a third party) made payable to Respondent pursuant to Respondent's instructions. In the second meeting, they met at the McDonald's in West Milton for the purpose of delivering the check (which was dated April 23, 2014). Respondent gave Mr. Presley a receipt on RKB letterhead.

52. About a month later on May 21st, Mr. Presley contacted Respondent via communication by text message to inquire about the status of the case and why the opposing party had not been served. That started a series of lies and misrepresentations by Respondent. On May 22, 2014, he stated via text message, "I checked they needed another form but we should be

set.” In another text message on June 6, 2014 Respondent stated that, “she has two weeks from now to respond if she doesn’t it keeps going.”

53. On June 9, 2014, Presley informed Respondent by text message – “said she still has not got her papers.” Respondent sent back a response – “I don’t see how she has not got them at this point. They have been issued and reissued. My only other option is to appoint a person from my office to personally serve her. I have not gotten a failed service notification either.” Presley asked – “Any way to check with the court for confirmation of delivery?” Respondent then replied – “I have checked and there is not failure if (sic) service but also no confirmation of delivery which normally I don’t get. The clock is still ticking regardless.”

54. On June 20, 2014, Presley requested an update from Respondent by text message. Respondent replied that he is out of town and will check when he gets back. In a June 27th via text message, Respondent replied to Presley – “The court is setting a hearing and I should know Monday just keeping up to date.” Presley asked whether his wife has filed an answer or if she got the papers. Again by text message, Respondent replied to Presley– “She should have the papers with hearing but no answer.”

55. On July 9th, Presley sent a lengthy text message to Respondent, which text message starts off – “Josh, I’m really not a happy camper at this point. It has been 2 ½ months now and I have yet to receive any information about my divorce. I have not heard if she ever got her papers, if she has filed an answer or if she is going to pursue spousal support. Last I heard from you the court was supposedly setting a hearing and you were going to let me know last Monday. I still haven’t heard from you” Presley went on to state – “.... I shouldn’t have to be sitting here in limbo for this amount of time. I need to know something concrete today. Thanks.” Respondent then responded with additional lies, fabricating a court date – “Robert

there is a court that was set last Monday I'll get you the information today when I get back to computer but I understand your frustration complelty (sic) August 12 at 9:30 am on the third floor of common pleas." Presley asked – "Has she filed an answer? Is she requesting spousal support?" Respondent sent back a text to Presley – "No she has not it is set for uncontested."

56. On July 20th, Presley asked Respondent via text if his wife will "get a copy of all the papers u filed with the court?" Respondent replied, "yes and it is standard."

57. On August 11th Respondent informed his client via text message – "So with the murder trial continuing tomorrow through Wednesday there is no court tomm but I will let you know the new date. No responsive anything from her yet." Respondent thus informed Presley that the fabricated court date has been postponed due to his participation in an unrelated criminal matter, further deceiving and misleading Presley to believe he had actually filed the papers for which he had been employed by Presley.

58. Actually, Respondent had filed no papers to commence the action for Presley pursuant to his undertaking for him.

59. In the Presley matter, Respondent committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; he failed to provide Presley with accurate and truthful information concerning the status of the legal matter Presley had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Presley with accurate and truthful information

concerning the status of the legal matter Presley had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

60. In addition, Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

61. Respondent knowingly made a series of false statements to his client. And Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count VII: The Trobridge Matter

62. This matter involves an attempt by Michael Trobridge to establish his paternity of his newborn son in Darke County, Ohio. Trobridge called RKB to establish paternity for his expected child shortly before his child's birth. Shortly after his son was born in June 2014, Trobridge and his mother met with Respondent at the Greenville office of RKB, during which Respondent notarized some of the forms necessary to establish paternity. On or about June 30, 2014, the mother of Michael Trobridge, who was present at the meetings, wrote a check payable to "Joshua Albright." Mrs. Trobridge (the client's mother) was instructed to make the check

payable to Respondent and did not think anything of it even though she and her son believed they were being represented by RKB. Respondent said the maternal parent would be served on July 4th and he would have information by July 9th. Trobridge called during the next couple of months and was assured by Respondent that everything was filed in the court, and the opposing party was served. None of that was true. After Respondent was fired by RKB and Trobridge discovered that Respondent had taken his money and not proceeded with the filing of the case, for which Respondent had been paid and which Respondent had undertaken. Trobridge has since indicated that he wants to see his son and feels cheated by Respondent. The case was filed by Roberta Fay shortly after Respondent was fired. The original pleadings were in the file. On January 29, 2015, a hearing was held, resulting in an agreed entry acknowledging paternity and setting up a visitation schedule.

63. In the Trobridge matter, Respondent committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; he failed to provide Trobridge with accurate and truthful information concerning the status of the legal matter Trobridge had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Trobridge with accurate and truthful information concerning the status of the legal matter Trobridge had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

64. In addition, Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to

give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

65. Respondent knowingly made false statements to his client. And Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count VIII: The Kiefer Matter

66. Tara Kiefer employed Respondent, as a representative of RKB, and Respondent, ostensibly as a representative of RKB, undertook to represent Kiefer, on a custody-visitation/contempt issue. Kiefer paid Respondent \$3,000.00 for the services he provided in that representation. Despite the fact that Kiefer employed Respondent as a representative of RKB, Respondent concealed from RKB the total amount of fee Respondent collected from Kiefer, fraudulently disclosing to RKB that he collected \$700 as fees for services. Respondent filed a motion for an interim emergency ex-parte for temporary custody on behalf of Kiefer on June 9, 2014. It was set for hearing on June 19. On June 9, Respondent also filed a motion for order suspending visitation or ordering supervised visitation. The second motion was set for hearing on July 17, 2014. The first motion was continued until July 17, when both motions were to be heard.

67. Respondent accompanied Kiefer to court for a hearing concerning motions on the matters. After meeting with the Magistrate and opposing counsel outside the presence of Kiefer, Respondent emerged from chambers and falsely stated to Kiefer that the judge had issued her a protection order, restricting visitation of the children by the father to supervised visitation. Based on Respondent's statement, Kiefer denied the father visitation: on August 7, 2014, when the father attempted to pick up his children for visitation, Kiefer refused to permit the father visitation with the children. While the children's father was at Kiefer's residence to visit with the children, Kiefer sent an urgent text-message to Respondent concerning this visitation issue; Respondent replied, "he is paying (sic) games I wouldn't worry about it."

68. On August 27, the day following termination of Respondent's employment with RKB, Kiefer sent Respondent another text-message setting out a statement she proposed to send to the children's father. In that statement, relying on the false statement by Respondent to Kiefer that the judge had issued Kiefer a protection order restricting visitation of the children by the father to supervised visitation, Kiefer proposed to inform the father that he could have visitation as long as it was supervised. Respondent wrote in reply, "that sounds fine." When replying to Kiefer on this occasion, Respondent failed to inform Kiefer that RKB had terminated his employment.

69. On September 5, 2014, Kiefer sent Respondent a text-message informing him that she had received information that the court never entered the protection order Respondent had told her the court had issued. Respondent made no reply to Kiefer.

70. In the Kiefer matter, Respondent committed numerous acts of misconduct. Respondent failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the

client's matter] and of 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Kiefer with accurate and truthful information concerning the status of the legal matter Kiefer had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Kiefer with accurate and truthful information concerning the status of the legal matter Kiefer had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

71. Respondent knowingly made false and misleading statements to Ms. Kiefer. He engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

72. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees. And Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b) by converting the fees from RKB.

73. Respondent failed to protect the client's interest or cooperate with RKB as required by Prof. Cond. R. 1.16 (d) [as part of the termination of representation, a lawyer shall take steps, to the extent reasonably practicable, to protect a client's interest]. And although Respondent was effectively discharged, he did not refund the unearned fee, in violation of Prof. Cond. R. 1.16 (e).

Count IX: The Hall Matter

74. Taren Hall from West Lafayette, Indiana, contacted RKB on May 27, 2014 about a visitation/custody matter in Shelby County. Roberta Fay gave her the choice to use her or Respondent, at a lesser fee; however, Ms. Hall thought she was hiring RKB. Later that same day, Respondent called Hall and quoted a flat fee of \$750, which Hall agreed to pay. Respondent instructed her to email him the proposed visitation agreement with the opposing party. On May 29, Hall emailed Respondent the proposed visitation agreement and information about the parties. They agreed to meet at a restaurant in New Castle, Indiana, on Saturday, May 31, 2014, for the purpose of paying the agreed upon flat fee. Respondent instructed her to make the check payable to him. At the meeting on May 31, 2014, as planned, Hall paid Respondent \$750 for the matter involving an agreed entry on a custody matter. Respondent received the check at the meeting on May 31, 2014, and concealed it from RKB, converting and misappropriating it to his own uses and benefit. Respondent omitted the aforesaid payment from the list of clients Respondent prepared and gave to RKB showing the amount of money he misappropriated. During the course of preparing documents and obtaining signatures, at the above-referenced meeting on May 31, 2014, Respondent traveled to Indiana and obtained Hall's signature on a number of court documents which he notarized as an Ohio notary, a notarial act which he is not authorized to perform under Ohio law. Since it was an Agreed Entry, he thereafter obtained the

signature of the opposing party on June 16 and notified Hall via text message that the hearing would be in 3 to 4 weeks. (The acknowledgment for the opposing party's signature states it was notarized in Lima, Allen County, Ohio.) On July 9, Respondent sent a text, indicating his phone number had changed and providing the new number. On July 14 and August 11, 2014, Hall sent Respondent emails and requested information on the status of the case. She received no response to either email. Again on Wednesday, August 27 she sent Respondent another email, asking if he had been able to check on the court date, as they had discussed on the previous Saturday (August 23). There was no response. Respondent had been fired the day before. Thereafter, she was contacted by Robert Fay from RKB and learned that none of the documents Respondent had prepared for the client were ever filed. The internal investigation of RKB revealed the originals were still in the file. Furthermore, the opposing party is no longer willing to cooperate.

75. In the Hall matter, Respondent committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Hall with accurate and truthful information concerning the status of the legal matter Hall had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Hall with accurate and truthful information concerning

the status of the legal matter Hall had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

76 Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

77. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count X: The Harriger Matter

78. Respondent met with Kevin Harriger in March 2014 to file for dissolution of marriage. Harriger paid him \$900. In April, the opposing party backed out of the dissolution. At that point, Harriger then hired Respondent to file a divorce and paid him another \$400 for a total flat fee of \$1,300. All the meetings that Harriger had with the Respondent occurred after normal business hours, and Harriger paid the fees in cash to Respondent directly. In this case, Respondent only reported to RKB that he had received \$300 from Harriger and delivered it to RKB; but Respondent concealed the remainder of the fee he had received from Harriger and

misappropriated it to his own use and benefit. Respondent did not complete the work for which he was engaged by filing the divorce. No pleadings had ever been filed until after the internal investigation by RKB and the dismissal of Respondent from employment. Upon discovery of Respondent's misconduct, another attorney with RKB then met with Mr. Harriger and filed pleadings to commence the case on his behalf.

79. In the Harriger matter, Respondent committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Harriger with accurate and truthful information concerning the status of the legal matter Harriger had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Harriger with accurate and truthful information concerning the status of the legal matter Harriger had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

80. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his

concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

81. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XI: The Hedrick Matter

82. Kevin Hedrick came to Respondent to act as a witness for a client represented by Respondent in another matter. During the course of that encounter, he hired Respondent for his own case and paid him \$1,000.00 in cash on June 17, 2014 and got a receipt on an RKB payment slip (receipt). This payment was never reported to RKB. Hedrick stated that Respondent “informed me the case would be completed in approximately 45 days,” and that he “communicated with Mr. Albright several times and he led me to believe my case was filed and we were waiting on a court date.” In fact, no papers or documents were filed to commence the matter for which Respondent had been engaged.

83. In the Hedrick matter, Respondent committed numerous acts of misconduct. Albright failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client’s case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client’s matter] and 1.4 (a) (4)

[comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Hedrick with accurate and truthful information concerning the status of the legal matter Hedrick had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Hedrick with accurate and truthful information concerning the status of the legal matter Hedrick had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

84. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

85. Respondent knowingly made false statements to his client. He engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XII: The Salmons Matter

86. Seth Salmons was looking for an attorney for a custody matter in Shelby County. He stopped by the offices of RKB in mid-July 2014. At that first meeting, he hired Respondent

and agreed to pay him \$2,400 in installments of cash over a period of time, since he did not have the entire fee at that time. There were several other meetings at which Salmons paid cash to Respondent, until the total amount was paid toward the end of July. The meetings subsequent to the first meeting generally occurred after hours and occurred at the Sidney office of RKB. Salmons received receipts on RKB letterhead, but no fee agreement was signed. The undertaking for which Respondent was engaged was an ex parte emergency custody motion and underlying custody motions. Respondent concealed all of the fees paid to him by Salmons from RKB and misappropriated the fees to his own uses and benefit. After Salmons paid Respondent the full \$2,400.00 fee that was quoted, he did not hear from Respondent. Salmons later came to the office of RKB to meet with Respondent, at which time he discovered that Respondent was not employed by the firm. On or about September 4, 2014, a number of files were dropped through the mail slot at RKB's Sidney office by Respondent. One of those files was the Salmons file. It contained papers and an Affidavit signed by Salmons and dated July 18, 2014. One of the motions had a file-stamp in Common Pleas Court, but the file-stamp was crossed off, and no copies were file-stamped. If there was any problem with the filing of the papers in the Salmons matter, Respondent did not communicate that to Salmons. Subsequently, Roberta Fay took over the case and has filed the appropriate papers for Salmons.

87. In the Salmons matter, Respondent committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a)

(4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Salmons with accurate and truthful information concerning the status of the legal matter Salmons had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Salmons with accurate and truthful information concerning the status of the legal matter Salmons had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

88. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

89. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XIII: The Marquez Matter

90. In the John Marquez matter, on July 29, 2014, the court issued a decision in favor of Mr. Marquez. The court ordered Respondent to prepare the Entry Adopting the Magistrate's Decision. Respondent never prepared the entry; instead he simply closed the file.

91. In the Marquez matter, Respondent has committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client].

Count XIV: The Blake Matter

92. Sasha Blake lives in Florida. She contacted RKB on or about June 30, 2014 for assistance in responding to a Motion to Reallocate Parental Rights after learning of RKB online. Respondent discussed her case with Respondent that day by phone and he gave her two options: pay a retainer of \$1,500.00, and once it was used up she would pay anything above and beyond the retainer at the hourly rate quoted; or pay a flat fee of \$2,200.00. A couple days later, Ms. Blake informed Respondent she would pay the flat fee.

93. Blake traveled to Ohio on or about July 8, 2014, met with Respondent at the Sidney office of RKB and presented a cashier's check drawn on JP Morgan Chase Bank, N.A. for \$2,200.00 payable to Roberts Kelly & Bucio, LLP. Respondent refused the check and instructed Ms. Blake to re-issue the check in his name.

94. Ms. Blake complied with Respondent's request and had Chase re-issue a cashier's check payable to Joshua Albright for the same amount dated July 9, 2014. At a meeting in Piqua,

Ohio on the same date, she presented it to Respondent and was given a payment slip receipt on RKB letterhead dated July 9, 2014.

95. Respondent filed responsive pleadings for Ms. Blake as an attorney with RKB. However, Respondent deposited the \$2,200.00 into his personal account. He did not require Blake to sign a fee agreement. Nor did he account for the funds to RKB or deliver the funds to RKB. Instead, he misappropriated the fees paid by Blake to his own uses and benefit.

96. Respondent committed numerous violations of the Code of Professional Conduct. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

97. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XV: The Taylor Matter

98. Beginning in March 2014, Joshua Taylor and his wife, Mikayla Howe Taylor paid Respondent a total of \$3,650.00 for four matters. None of the payments were reported to RKB or

delivered to it. The four cases for which Mr. and Mrs. Taylor paid Respondent a total of \$3,650.00, are summarized as follows: contempt/modification of support -- \$600.00; response to a motion for visitation case by the father of Mrs. Taylor's daughter -- \$1,200.00; a traffic case for Mr. Taylor -- \$250.00; and, \$1,600.00 for an adoption of Mrs. Taylor's daughter by Mr. Taylor. All of the fees were flat fees. Respondent misappropriated all the fees for his own uses and benefit.

99. On March 22, 2014, Mr. Taylor was given a receipt for a \$600.00 flat fee in the case that involved a motion for contempt for an arrearage and property settlement and increase in child support filed by Mr. Taylor's former wife in Allen County against Mr. Taylor. Respondent represented that everything was being handled, yet he filed no responsive pleading in the case requesting a modification of child support, which Taylor had requested that Respondent undertake.

100. Mr. and Mrs. Taylor also asked Respondent to represent them in a second case commenced by the biological father of Mrs. Taylor's daughter against Mrs. Taylor for visitation with the minor daughter whom Mr. Taylor wanted to adopt. The fee for that was \$1,200.00, which they paid in cash to Respondent in April and July, two payments of \$600.00 each. They met with Respondent in Lima and Anna respectively for those meetings. No receipts were given.

101. Mr. Taylor wanted to adopt his wife's minor daughter. Respondent said the fee for that would be \$1,600.00, of which the filing fee would be \$800.00, when the filing fee was really \$500. They paid cash in August but did not get a receipt. Meanwhile the father had given up on the visitation matter and had already signed a form granting the consent to adopt in May.

102. Respondent did not file pleadings in the contempt case or the adoption case. He failed to request all the necessary information needed to prepare and file the adoption case. The

Taylor's went to a hearing (which was actually a sentencing hearing) on August 26 and learned that Respondent had been terminated as an employee of RKB and had not filed any responsive pleading, including a request that support be modified. Moreover, Respondent had not informed Mr. Taylor of the severity of the contempt and that he faced the reality of sentencing to jail. Roberta Fay from RKB entered an appearance to resolve the contempt matter. At that point, RKB also prepared and filed the adoption matter and the motion to modify child support for the Taylor's within a short period of time.

103. In the Taylor matter, Respondent committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Salmons with accurate and truthful information concerning the status of the legal matter Salmons had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide the Taylor's with accurate and truthful information concerning the status of the legal matter Taylor's had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

104. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the

standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

105. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XVI: The Welker Matter

106. On August 21, 2014, a few days before the discovery by RKB of Respondent's misappropriation of fees, Brandi Welker met with Respondent at 7:00 a.m., before regular hours, at the Sidney office of RKB. She asked him to represent her on a matter in which the scope of work was writing a letter to the Shelby County Department of Job & Family Services. She paid him \$200 by check payable to him, for which she received a payment slip on RKB letterhead. Respondent endorsed the check and deposited it in his personal account on the same day, misappropriating it to his own uses and benefit and concealing it from RKB. Respondent never wrote the letter or completed the work, and has not refunded any amount to Ms. Welker or offered to do so. RKB has since handled this matter.

107. In the Welker matter, Respondent has committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer

shall act with reasonable diligence and promptness in representing a client]; he failed to provide Welker with accurate and truthful information concerning the status of the legal matter Welker had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Welker with accurate and truthful information concerning the status of the legal matter Welker had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

108. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

109. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b) by converting and misappropriating fees from RKB; he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XVII: The Greer Matter

110. Vickey Greer contacted RKB around July 7, 2014 about representation for her daughter in a potential case in Shelby County. On July 30, 2014, she paid Respondent with a check made payable to him in the amount of \$1,500.00. Respondent endorsed the check and deposited it in his personal account instead of accounting for it to RKB, misappropriating the fees for his own uses and benefit. On July 31, 2014, Respondent sent a number of pleadings by facsimile to the opposing party's attorney, but never filed them; however, he did attend a hearing on August 26, 2014. On August 27, 2014 (the day after Respondent's termination from RKB), Ms. Greer sent a text to Respondent asking him to call her. His response the same day was "please call the office to discuss with Roberta Roberts tomorrow." At that point, Ms. Greer contacted Roberta Roberts and RKB to assist her. Roberta Fay entered her appearance on September 3, 2014.

111. In the Greer matter, Respondent has committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Greer with accurate and truthful information concerning the status of the legal matter Greer had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Greer with accurate and truthful information concerning

the status of the legal matter Greer had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

112. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB, in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

113. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b) by converting and misappropriating fees from RKB; he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XVIII: The Leach Matter

114. On July 28, 2014, Sabrina Leach paid Respondent \$2,500.00 by check for a divorce. He deposited it in his personal account, misappropriating the fees for his own uses and benefit. Respondent did not prepare papers to get the divorce filed. RKB ended up filing the divorce for Ms. Leach, sustaining the loss of fees and costs which Respondent had misappropriated. The case is still pending.

115. In the Leach matter, Respondent has committed numerous acts of misconduct. Respondent failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a

lawyer shall provide competent representation to a client] and of Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client]; he failed to provide Leach with accurate and truthful information concerning the status of the legal matter Leach had employed him to handle, in violation of Prof. Cond. R. 1.4(b) [explain a matter to the extent reasonably necessary to permit the client to make informed decisions concerning the representation]; and he failed to provide Leach with accurate and truthful information concerning the status of the legal matter Leach had employed him to handle, in violation of Prof. Cond. R. 2.1 [render candid advice].

116. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

117. Respondent engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b) by converting and misappropriating fees from RKB; he engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation

in violation of Prof. Cond. R. 8.4(c); and, he engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XIX: Misappropriation of Fees

118. Relator incorporates all of the previous allegations of the Complaint.

119. During the course of his employment with RKB, by his own admission, Respondent collected approximately \$62,800 in fees for clients, which he did not pay to RKB, pursuant to his agreement with RKB and his duty of loyalty to his employer. While meeting with RKB attorneys on August 26, 2014, Respondent provided a list of clients (the "List" described above) to RKB in which he detailed the amounts he had received from RKB clients and not disclosed to his employer. The List of 53 clients totaled \$62,800, but Respondent admitted the List was not complete.

120. Subsequent to Respondent's termination, RKB conducted an internal investigation and has discovered that the amount of misappropriation by Respondent was much higher than the amount reported by Respondent in the incomplete List he provided to RKB and Detective Sloan of the Troy Police Department. Instead, the amount of fees that Respondent received from clients he concealed during his employment with RKB and from clients known to RKB, but for whom he reported only part of the fees paid, totaled approximately \$100,000, and the number of clients approximately 90.

121. Respondent made a statement to Detective Todd G. Sloan of the Troy Police Department on September 5, 2014. In his statement, Respondent admitted theft from RKB and provided the same List described in paragraphs 8 and 120 above to Detective Sloan.

122. During the interview on September 5, 2014, Detective Sloan asked Respondent if he had stolen money from his employer, RKB, and he responded "yes."

123. Respondent told the Detective that his misappropriation from his employer started in December 2013. In the interview with Detective Sloan, Albright admitted the List, described in paragraphs 8 and 119, above, was incomplete.

124. Respondent admitted to Detective Sloan that he was a salaried employee of RKB and that the fees he took from clients should have been paid to RKB.

125. Respondent's misappropriated fees not only from RKB, but also from the clients Respondent was representing because in many cases the work was never performed. He deposited the fees in his personal account or kept the cash rather than obtaining a fee agreement and reporting the fees to RKB. He converted the fees to his own uses and benefit.

126. The earliest of these (Reicis) is evident by a mobile check deposit found in his desk, which was deposited in his personal bank account in January 2013 instead of the RKB trust account. In another instance, a client (Peck) paid \$1,500.00 by three checks delivered in March, May and June 2014. The first check for \$750 was mobile deposited to Respondent's personal account. In that case, Respondent reported a small portion of cash (\$200) to RKB, even though the client did not pay any cash to Respondent. In another case he charged \$2,100.00 and reported \$350.00 to RKB. In a number of cases, Respondent was paid cash and kept it. In other cases, checks were endorsed and deposited or cashed. Respondent is aware of the amounts since he prepared the List and has deposited them in his bank account or cashed them. In many cases in which he received fees, Respondent did not complete the undertaking for which he was employed.

127. With respect to client matters addressed in this Complaint, and those clients who were disclosed by Respondent in the List that he prepared, as well as the clients discovered by

RKB in its own investigation, the Respondent misappropriated fees from RKB that should have been delivered to RKB and deposited in appropriate RKB accounts.

128. Respondent engaged in a pattern and practice of charging a fee, collecting fees in cash or a check or money order, keeping them, and in many of the cases depositing the checks in his personal account (many times by mobile deposit). When clients inquired how to make out the check, he would always instruct them to make the check payable to him personally. Respondent kept the fee whether or not he performed or completed the undertaking that he was hired to do, and occasionally reported to RKB the receipt of small amounts of cash to cover up his misappropriation.

129. In the course of misconduct elaborated in this matter, Respondent has committed numerous violations of the Ohio Code of Professional Conduct. Respondent failed to deposit the fees he collected, or should have collected on behalf of RKB in the firm's trust account, in violation of Prof. Cond. R. 1.15, or to give the notice required under Rule 1.5 (d) (3) concerning non-refundable fees, a notice contained in the standard RKB fee agreements that RKB used. Respondent knowingly and deliberately avoided using the standard RKB fee agreement to assist him in defrauding RKB or to facilitate his concealment from RKB of his receipt of fees that Respondent intended to appropriate as his own and to his own uses and purposes and thereby to deprive RKB of the use and benefit of the fees by stealing or misappropriating those fees.

130. By his actions in misappropriating and converting fees from RKB, Respondent has engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); has repeatedly engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and has engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Respondent has failed to act with competence and diligence in violation of Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client]; Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and he has failed to reasonably provide information and the status of the client's case, in violation of Prof. Cond. R. 1.4 (a) (3) [keep the client reasonably informed about the status of the client's matter] and 1.4 (a) (4) [comply as soon as practicable with reasonable requests for information from the client].

Count XX: Misappropriation of Garnishment Funds

131. RKB instructed Respondent to file suit on its behalf against a former client (Jantzen Baker) for unpaid legal fees. Respondent did so and obtained a judgment in December 2013 against the client in Miami County Municipal Court. A garnishment order was issued in April 2014. RKB received five payments from the employer, which were credited to the judgment. After Respondent's dismissal from the firm, RKB discovered that the garnishee, the employer of the judgment debtor, was not sending payments and requested copies of the recent payments. It was at that point that RKB discovered that the employer had sent seven checks to RKB, but that Respondent had intercepted the last two checks payable to him (as were the others), and upon receipt by RKB he had stolen the two checks and deposited them into his personal account instead of accounting for delivering the checks to RKB. The check dated July 17, 2014 was payable to the order of Respondent in the amount of \$251.42; the second check dated July 31, 2014 was payable to the order of Respondent in the amount of \$174.16. Both checks were endorsed by Respondent and deposited in his personal account. The Respondent concealed the payments and stole the funds due to his employer, who he was entrusted to represent in the collection matter.

132. In this matter, Respondent has engaged in illegal acts adversely reflecting on his trustworthiness and fitness to practice law in violation of Prof. Cond. R. 8.4(b); engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Prof. Cond. R. 8.4(c); and engaged in conduct that is prejudicial to the administration of justice in violation of Prof. Cond. R. 8.4(d).

Count XXI: Failure to Self-Report

133. Relator incorporates all the previous allegations of the Complaint herein.

134. At the meeting with the partners of RKB on August 26, 2014, Respondent was encouraged to self-report his misconduct to appropriate bar-disciplinary authorities.

135. Although Respondent admitted his theft misconduct to the attorneys at RKB and the police and knew he faced a duty to report his misconduct under the Rules of Professional Conduct, Respondent failed and refused to do so. Rather, Respondent began a course of conduct denying his misconduct, characterizing through his counsel that his misconduct constituted nothing more than “financial disputes” and “perceived disputes.” The failure to self-report is a violation of Prof. Cond. R. 8.3 (a). That Rule encompasses a duty to report “a violation of the Ohio Rules of Professional Conduct that raises a question as to any lawyer’s honesty, trustworthiness or fitness as a lawyer....” Respondent’s misconduct fell within the scope of that duty. Respondent was also aware that his misconduct encompassed much more than his misappropriation from his employer, RKB, but the other matters alleged in this Complaint, which also fall within the scope of that duty.

136. Respondent violated Prof. Cond. R. 8.3 (a) by knowingly failing to report his misconduct.

Count XXII: Allegations Pursuant to Prof. Cond. R. 8.4 (h) and the *Bricker* Case

137. Relator incorporates all of the previous allegations of the Complaint herein.

138. Respondent has repeatedly engaged in conduct that establishes that he poses a substantial risk of serious harm to his clients and to the public and that adversely reflects on his fitness to practice, in violation of Prof. Cond. R. 8.4 (h). Some of the individual matters (Strunk, Senna, Presley, Markeson, Trobridge, theft from his employer, and others) taken alone warrant such a finding. Most of them show his callous indifference to clients. In this case, the Respondent's conduct involves a pattern of numerous, serious and egregious rule violations and therefore his misconduct not only meets, but exceeds this Court's requirement for a violation of Prof. Cond. R. 8.4 (h) that the conduct is "so egregious as to warrant an additional finding that it adversely reflects on the lawyer's fitness to practice law." Accordingly, Relator alleges that Respondent's misconduct is so egregious as to warrant an additional finding that it adversely reflects on Respondent's fitness to practice law and violates Prof. Cond. R. 8.4 (h).

Restitution Allegations

139. Relator incorporates all the previous allegations of the Complaint herein.

140. Respondent has not made restitution to any of the clients or to RKB.

141. Relator believes and alleges that the amount of restitution owed exceeds \$100,000.00, and that the amount of restitution owed is not less than the amount admitted to by Respondent in the List he voluntarily prepared and gave to RKB and the Troy Police Department.

142. However, other than as alleged herein, in accordance with Gov. Bar R. V, Section 10 (E) (1) (b), Relator cannot make a good faith allegation of the exact amount of restitution without further discovery.

Relief Requested

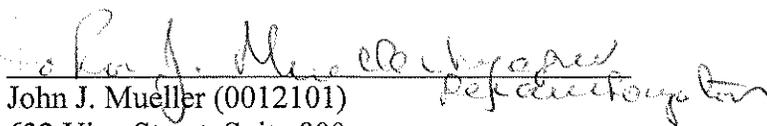
Pursuant to Gov. Bar R. V, Section 10, Relator alleges that Respondent is chargeable with misconduct as alleged in the Complaint herein; and respectfully requests that Respondent be disciplined pursuant to Gov. Bar R. V of the Rules for the Government of the Bar of Ohio.

Respectfully submitted,



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CO-COUNSEL FOR RELATOR

CERTIFICATE

The undersigned Chair of the Legal Ethics and Professional Conduct Committee, a Certified Grievance Committee of the Ohio State Bar Association, hereby certifies that Edward M. Smith, Esq. (0010272), Eugene P. Whetzel, Esq. (0013216), and John J. Mueller, Esq. (0012101) are duly authorized to represent Relator in the premises and have accepted the responsibility of prosecuting the Complaint to its conclusion. After investigation, Relator believes reasonable cause exists to file a Complaint and has voted to file a Complaint before the Board of Professional Conduct of the Supreme Court of Ohio.

Dated: February 27, 2015

Signed: *Edward M. Smith*
Edward M. Smith, Esq. (0010272)
Chair of the Certified Grievance Committee

FILED

MAR 04 2015

BOARD OF PROFESSIONAL CONDUCT

Before the Board of Professional Conduct
of
The Supreme Court of Ohio

In re:

Complaint Against:

Joshua Scott Albright
Attorney Reg. No. 0087867

Case No. _____

15 - 016 2 12

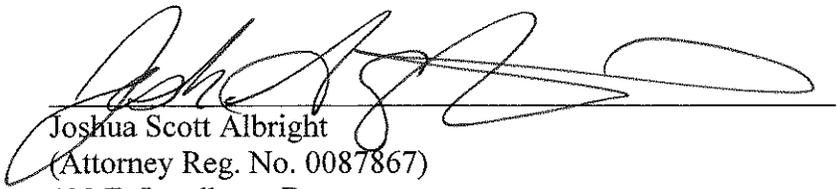
Respondent;

Ohio State Bar Association,

Relator.

Waiver by Respondent, Joshua Scott Albright, of Determination by a Probable Cause Panel of the Board of Professional Conduct and Consent by Respondent, Joshua Scott Albright, to Certification of Complaint to the Board of Professional Conduct for Filing

Respondent, Joshua Scott Albright ("Respondent"), is fully aware that under Gov. Bar Rule V, §11(A), the Board of Professional Conduct of The Supreme Court of Ohio ("the Board") must make an independent determination that probable cause exists for the filing of any complaint that the Ohio State Bar Association may wish to file against him. As permitted under Gov. Bar Rule V, §11(B), Respondent waives an independent determination by a Probable Cause Panel of the Board of probable cause for the filing of the complaint by the Ohio State Bar Association against him that is attached to this waiver and identified as "Exhibit A". Further, Respondent consents to the certification to the Board for filing of the complaint attached to this waiver as Exhibit A immediately upon its submission to the Director of the Board.


Joshua Scott Albright
(Attorney Reg. No. 0087867)
438 E. Lyndhurst Dr.
Sidney, OH 45365

Respondent