

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

In re: :

ERIE-HURON JOINT CERTIFIED
GRIEVANCE COMMITTEE
c/o Erie County Law Library
247 Columbus Avenue, Room 37
Sandusky, Ohio 44870

CASE NO. **15 - 0 1 7** 

CERTIFIED COMPLAINT

Relator, :

FILED

-v- :

MAR 13 2015

ROGER STARK
5719 West Bogart Road
Castalia, Ohio 44824

BOARD OF PROFESSIONAL CONDUCT

Respondent :

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NOW COMES Relator, Erie-Huron Joint Certified Grievance Committee, which is sponsored by the Erie County Bar Association and the Huron County Bar Association, by and through the undersigned Bar Counsel, and alleges that Respondent, Roger Stark (Ohio Registration No. 0074069) Attorney at Law, duly admitted and in good standing to practice law in the State of Ohio is guilty of the misconduct more fully described below.

INTRODUCTION

1. Relator sponsors the Erie-Huron Joint Certified Grievance Committee (“EHJCGC” or “Relator”). The EHJCGC is a certified grievance committee authorized to investigate allegations of misconduct by attorneys admitted to the bar of the State of Ohio and initiate complaints as a result of such investigations in appropriate instances.

2. Respondent, Roger Stark (“Respondent”), was admitted to the practice of law in the State of Ohio on November 13, 2001. His last known address and attorney registration number are as set forth above.

3. Respondent is subject to the Ohio Rules of Professional Conduct and the Ohio Supreme Court Rules for the Government of the Bar.

4. Respondent has no prior Discipline from the Supreme Court of Ohio and his current status as an attorney in the State of Ohio is “Active.”

5. On April 11, 2014, a Grievance (EHJCGC 2014-4) was filed with the EHJCGC.

6. The complaining party in Grievance 2014-4 is Katie Taylor, a former client of Respondent.

7. On April 14, 2014, a Grievance (EHJCGC 2014-5) was filed with the EHJCGC.

8. The complaining party in EHJCGC Grievance 2014-5 is Miguel (Mike) Ramon, a former client of Respondent.

9. On July 30, 2014, a Grievance (EHJCGC 2014-8) was received by the EHJCGC.

10. The complaining party in EHJCGC Grievance 2014-8 is Rebecca Janka fka Kochendoerfer, a former client of Respondent.

FACTUAL ALLEGATIONS I
(Grievance of Katie Taylor)

11. Relator incorporates and re-alleges the allegations contained in paragraphs 1-10 above as if fully rewritten herein.

12. On April 11, 2014, the EHJCGC received a grievance against Respondent from Complainant Katie Taylor in which she requested the EHJCGC to investigate Respondent’s representation of her in her divorce case, Taylor v. Taylor, Erie County, Ohio Court of Common

Pleas, Domestic Relations Division, Case No. 2013 DR 0023 and obtain a refund of \$1,000.00 retainer she paid Respondent to represent her in her divorce.

13. On April 16, 2014, Respondent received the EHJCGC letter of First Inquiry along with a copy of Ms. Taylor's grievance, via Certified U.S. Mail, Return Receipt Requested with a deadline to respond by May 14, 2014.

14. On May 13, 2014, the EHJCGC received a response from Respondent, wherein he requested an extension until June 15, 2014 to respond to the EHJCGC letter of First Inquiry.

15. On May 22, 2014, the EHJCGC sent a letter to Respondent granting him an extension until June 15, 2014 to respond to the letter of First Inquiry.

16. On June 17, 2014, Respondent left a voicemail with the EHJCGC indicating he was ill and would deliver his response to the letter of First Inquiry by no later than June 21, 2014. No response was received.

17. On July 2, 2014, the EHJCGC sent Respondent a follow-up letter.

18. On July 3, 2014, Respondent received the EHJCGC letter dated July 2, 2014 via Certified U.S. Mail, Return Receipt Requested with a deadline to respond by July 14, 2014.

19. On September 8, 2014 the EHJCGC received a letter from Respondent indicating that he was unable to respond by the July 14, 2014 deadline because he had difficulty obtaining the file from his former employer. In said letter he advised that he would file his response on September 15, 2014. No response was received.

20. Respondent was deposed on November 4, 2014. Respondent brought some of the documentation requested in the first letter of inquiry and follow-up letter to his deposition.

21. Respondent was deposed for a second time on January 22, 2015. Prior to his second deposition, Respondent provided the EHJCGC with some of the additional documents

requested as a result of his first deposition and more but not all of the documentation requested in the first letter of inquiry and follow-up letter.

22. On or about January 16, 2013, Ms. Taylor retained Respondent to represent her in a divorce action against her then husband Jonathan Taylor. Ms. Taylor provided Respondent with a \$1,000.00 retainer for the divorce case. The retainer was deposited into Respondent's operating bank account and there was no written fee agreement.

23. On or about January 25, 2013, Ms. Taylor had a follow up office conference at Respondent's office in Clyde, Ohio and the necessary pleading to file her divorce case against her husband in the Erie County, Ohio Court of Common Pleas, Domestic Relations Division. Ms. Taylor testified at her deposition on December 3, 2014, that Respondent advised her that he was going to file the divorce pleadings (complaint, financial affidavit, request for temporary orders and child custody affidavit) with the Erie County Clerk of Courts in person on January 25, 2013. Said documents were never filed.

24. On February 7, 2013, Ms. Taylor's then husband, Jonathan Taylor by and through Attorney Kevin Zeiher filed for divorce in the Erie County, Ohio Court of Common Pleas, Domestic Relations Division.

25. After being served with her husband's divorce pleadings, Ms. Taylor contacted Respondent. Respondent advised her that her divorce pleadings were also filed on February 7, 2013, however, her husband's pleading were filed first so her pleadings were not accepted by the Clerk of Courts Office. No records or other evidence exists at the Erie County Ohio Clerk of Court's office or in the Court's file that Respondent ever filed the pleading Ms. Taylor signed on January 25, 2013.

26. On April 3, 2013, the Court issued Temporary Orders and awarded Temporary Custody of the minor child to Jonathan Taylor. No records exist in the Erie County Clerk of Court's file, the file of the judge assigned to the case or opposing counsel's file that Respondent filed an Answer or any other pleading on behalf of Ms. Taylor prior to the issuance of the Temporary Orders. The **only** pleading with an Erie County Ohio Clerk of Court's file stamp filed by Respondent in Case No. 2013 DR 0023 was his motion to withdraw as counsel filed on November 1, 2013.

27. At his deposition on November 4, 2014, Respondent testified that on February 25, 2013, Ms. Taylor's Answer to Jonathan Taylor's Complaint for Divorce was filed or provided to the following people in the following manner:

- 1) Mailed to opposing counsel,
- 2) A copy was placed in opposing counsel's folder at the clerk of court's office,
- 3) Put original and copies in the Clerk of Courts basket to be filed, and
- 4) Hand delivered a copy to an employee of the judge assigned to the case.

28. Opposing counsel's file contains a letter dated May 20, 2013 (sent via fax), from opposing counsel to Respondent. The letter states, "[a]lthough I have not received an Entry of Appearance or an Answer in this case, I assume by your appearance at the Pre-Trial Conference on May 16, 2013 that you will be representing Katie Taylor in the divorce action we have filed." In a response to opposing counsel's letter, Respondent sent a response the same day via fax and stated, "I will be sending you the answer . . . this week."

FACTUAL ALLEGATIONS II
(Grievance of Miguel (Mike) Ramon)

29. Relator incorporates and re-alleges the allegations contained in paragraphs 1-28 above as if fully rewritten herein.

30. On April 14, 2014, the EHJCGC received a grievance against Respondent from Complainant Miguel (Mike) Ramon in which he requested the EHJCGC to investigate Respondent's representation of him in four matters in which he retained Respondent and to obtain a refund of all fees he paid Respondent (\$500.00 CPO case, \$300.00 estate planning and \$425.00 settlement funds).

31. On April 16, 2014, Respondent received the EHJCGC's letter of First Inquiry along with a copy of Mr. Ramon's grievance, via Certified U.S. Mail, Return Receipt Requested with a deadline to respond by May 14, 2014.

32. On May 13, 2014, the EHJCGC received a response from Respondent, wherein he requested an extension until June 15, 2014 to respond to the EHJCGC letter of First Inquiry.

33. On May 22, 2014, the EHJCGC sent a letter to Respondent granting him an extension until June 15, 2014 to respond to the letter of First Inquiry.

34. On June 17, 2014, Respondent left voicemail with the EHJCGC indicating he was ill and would deliver his response to the letter of First Inquiry by no later than June 21, 2014. No response was received.

35. On July 2, 2104, the EHJCGC sent Respondent a follow-up letter.

36. On July 3, 2014, Respondent received the EHJCGC's follow-up letter via Certified U.S. Mail, Return Receipt Requested with a deadline to respond by July 14, 2014.

37. On September 8, 2014 the EHJCGC received a letter from Respondent indicating that he was unable to respond by the July 14, 2014 deadline because he had difficulty obtaining the file from his former employer. In said letter he advised that he would file his response on September 15, 2014. No response was received.

38. Respondent was deposed on November 4, 2014. Respondent brought some of the documentation requested in the first letter of inquiry and follow-up letter to his deposition.

39. Respondent was deposed for a second time on January 22, 2015. Prior to his second deposition, Respondent provided the EHJCGC some of the additional documents requested as a result of his first deposition and more but not all of the documentation requested in the first letter of inquiry and follow-up letters.

40. Mr. Ramon's grievance against Respondent contained four separate complaints, namely, failure to file an action to receive his attorney fees in defense of a civil protection order, the preparation of estate planning documents and the return of two (2) security deposits.

41. On April 5, 2013, Mr. Ramon filed two (2) small claims cases in the Ottawa County Municipal Court (Ramon v. Rucker, Case No. CVI 1300050 and Ramon v. Catawba Moorings, Case No. CVI 1300051).

42. On June 21, 2013, the Court dismissed Case No. CVI 1300050 with prejudice because neither Mr. Ramon nor Respondent appeared for the hearing. Respondent testified that he contacted the defendant and was unable to settle the matter. Respondent testified that he advised Mr. Ramon to abandon the case because it was not winnable. In an email Mr. Ramon sent to Respondent on July 22, 2013, he stated, "I felt confident about winning against Ruby Rucker and for whatever reason it was lost." Respondent provided no response email or other information regarding Case No. CVI 1300051.

43. On July 11, 2013, the Court dismissed Case No. CVI 1300050 with prejudice. Based on the deposition testimony of Mr. Ramon and Respondent, Mr. Ramon requested Respondent to represent him (complaint filed pro se) and recover his security deposit. Respondent negotiated with a representative of the Defendant in said case and settled the case for

\$425.00. Respondent testified that Mr. Ramon authorized the settlement and authorized Respondent to retain the \$425.00 as a portion of the legal fees for the estate planning documents he was drafting for Mr. Ramon.

44. In an email Mr. Ramon sent to Respondent on July 22, 2013, he stated, "I would really like to talk to you because I do not have a clue as to what is going on with Sherry Fletcher, Catawba Moorings, and Ruby Rucker cases." Respondent provided no response email or other documents regarding Mr. Ramon's approval of the settlement in Case No. CVI 1300050, despite requests from the EHJCGC for copies of the settlement check and any other records between him and Mr. Ramon concerning the settlement in Case No. CVI 1300050.

45. Mr. Ramon retained Respondent on or about June 12, 2013 to draft estate-planning documents. Respondent provided Mr. Ramon with a receipt for \$300.00 on June 12, 2013 with a notation "living will trust."

46. Prior to his deposition on January 22, 2015, Respondent provided the EHJCGC with copies of the estate planning documents he allegedly drafted for Mr. Ramon. At his deposition on November 4, 2014, Respondent testified that he drafted the estate planning documents Mr. Ramon requested and Mr. Ramon picked up said documents at his office in Clyde, Ohio. Respondent testified that when Mr. Ramon picked up the documents Respondent was not at his office, the documents were not executed at the office and he does not have a receipt or any other written acknowledgement from Mr. Ramon that he obtained the documents.

47. Mr. Ramon testified that he paid Respondent \$300.00 on June 12, 2013 to draft the requested estate planning documents and as of December 3, 2014, he had not received the requested documents.

FACTUAL ALLEGATIONS III
(Grievance of Rebecca Janka fka Kochendoerfer)

48. Relator incorporates and re-alleges the allegations contained in paragraphs 1-47 above as if fully rewritten herein.

49. On July 30, 2014, the EHJCGC received a grievance from Rebecca Janka fka Kochendoerfer in which she requested the EHJCGC to investigate Respondent's representation of her relating to the settlement of outstanding credit card debt and the status of \$3,629.00 she provided the Respondent to deposit into his IOLTA account and use to settle and satisfy her outstanding credit card debt.

50. On August 8, 2014, Respondent received the EHJCGC's letter of First Inquiry along with a copy of Ms. Janka's grievance, via Certified U.S. Mail, Return Receipt Requested with a deadline to respond by September 8, 2014.

51. On September 8, 2014, the EHJCGC received Respondent's response to the letter of First Inquiry.

52. On September 15, 2014, the EHJCGC sent a letter of Second Inquiry to Respondent requesting additional documentation.

53. On September 16, 2014, Respondent received the letter of Second Inquiry via Certified U.S. Mail, Return Receipt Requested with a deadline to respond by October 3, 2014.

54. Respondent did not respond to the EHJCGC's letter of Second Inquiry by the October 3, 2014 deadline.

55. Respondent was deposed on November 4, 2014. Respondent brought some of the requested documentation requested in the letters of First and Second Inquiry to his deposition.

56. Respondent was deposed for a second time on January 22, 2015. Prior to his second deposition, Respondent provided the EHJCGC with some of the additional documents

requested as a result of his first deposition and more but not all of the documentation requested in the letters of First and Second Inquiry.

57. In January of 2012, Ms. Janka retained Respondent to represent her in a divorce action (originally going to be a dissolution) and to negotiate and settle outstanding credit card debts. Ms. Janka paid Respondent \$700.00 to represent her in the divorce, \$300.00 to negotiate and settle outstanding credit card debts, and provided Respondent with \$3,629.00 (2011 tax return) to be deposited into his IOLTA account and be available to settle her outstanding credit card debts. All of the funds were deposited into Respondent's operating account and there was no written fee agreement.

58. At his deposition on November 4, 2014, Respondent testified that on or about February 25, 2012 (a couple days after Ms. Janka provided him with the \$3,629.00) it was determined that the divorce case was going to be contested and Ms. Janka contacted him and advised him to use said funds on the divorce case for legal fees.

59. Respondent indicated that he put the \$3,629.00 into his operating account and based on the amount of work completed on the divorce action and post divorce issues, he earned and was entitled to funds in excess of the \$700.00 and \$3,629.00.

60. Ms. Janka testified that she never authorized Respondent to use the \$3,629.00 for legal fees in the divorce case.

61. Ms. Janka provided the EHJCGC with emails (said emails were provided to Respondent by the EHJCGC) exchanged between her and Respondent between late January and early February 2014, that contradict Respondent's contention that the \$3,629.00 was to be used for legal fees.

62. In the emails she provided, Ms. Janka asks Respondent about the status of the credit card debts and for proof of what balances have been paid with the \$3,629.00. In doing so, she references the \$3,629.00 and asks how much of it is left to pay off remaining debts. No emails were provided by Respondent wherein he advises Ms. Janka that the \$3,629.00 was used on legal fees in her divorce case as per her request.

63. Respondent refunded Ms. Janka a total of \$1,000.00 (a \$750.00 check in June 2014 and a \$250.00 check in July of 2014).

64. On or about May 5, 2012, Citibank filed an action against Ms. Janka in the Bellevue Municipal Court for \$3,831.00 (Citibank v. Rebecca L. Kochendoerfer, case No. CVF-1200379). Respondent entered his appearance in the case and the Court conducted a couple of pre-trials.

65. Counsel for Citibank submitted discovery requests (Admissions, Interrogatories and Request for Production of Documents) to Respondent. The Bellevue Municipal Court file reflects that no responses to Citibank's discovery were filed and the lack of admissions was Citibank's reasoning for filing summary judgment. Citibank secured a judgment against Ms. Janka for \$3,831.00 and garnished her wages to collect the judgment.

COUNT ONE
(ORPC 1.2 CLIENT'S DECISION TO SETTLE)

66. Relator incorporates and re-alleges the allegations contained in paragraphs 1-65 above as if fully rewritten herein.

67. Ohio Rule of Professional Conduct ("ORPC") requires a lawyer to abide by a client's decision to settle a matter.

68. As outlined supra, Respondent failed to obtain Mr. Ramon's consent to settle Ramon v. Catawba Moorings, Case No. CVI 1300051 for \$425.00.

69. As a direct and proximate result of Respondent's failure to obtain Mr. Ramon's consent to settle Ramon v. Catawba Moorings, Case No. CVI 1300051 for \$425.00, Mr. Ramon was not aware of the settlement and harmed by the settlement because he did not receive the proceeds of the settlement.

70. Respondent's failure to obtain Mr. Ramon's consent to settle Ramon v. Catawba Moorings, Case No. CVI 1300051 for \$425.00 constitutes a violation of ORPC 1.2.

COUNT TWO
(ORPC 1.3 DILIGENCE)

71. Relator incorporates and re-alleges the allegations contained in paragraphs 1-70 above as if fully rewritten herein.

72. Ohio Rule of Professional Conduct ("ORPC") requires a "lawyer to act with *reasonable* diligence and promptness in representing a client." (Emphasis in the original.)

73. As outlined supra, Respondent failed to act with *reasonable* diligence or promptness in representing Katie Taylor when he failed to promptly file her Complaint and accompanying pleadings, failed to file an Answer and required additional pleading and when he failed to object to the Temporary Orders issued by the Court on April 3, 2013.

74. As outlined supra, Respondent failed to act with *reasonable* diligence or promptness in representing Miguel Ramon when he allowed Ramon v. Rucker, Case No. CVI 1300050 to be dismissed with prejudice and when he failed to timely draft the estate planning documents he was retained to draft.

75. As outlined supra, Respondent failed to act with *reasonable* diligence or promptness in representing Rebecca Janka when he failed to respond to Plaintiff's discovery requests in Citibank v. Rebecca L. Kochendoerfer, Case No. CVF-1200379.

76. As a direct and proximate result of Respondent's failure to act diligently and promptly, multiple clients were harmed by the failure of Respondent to act with reasonable diligence.

77. Respondent's failure to represent his clients with reasonable diligence constitutes a violation of ORPC 1.3.

COUNT THREE

(ORPC 1.4(a)(3) COMMUNICATION: REASONABLY INFORMED CLIENTS)

78. Relator incorporates and re-alleges the allegations contained in paragraphs 1-77 above as if fully rewritten herein.

79. At all times relevant hereto, Respondent was required by ORPC 1.4(a)(3) to keep his client reasonably informed about the status of a matter.

80. As outlined supra, Respondent failed to keep Katie Taylor informed about the status of Taylor v. Taylor, Erie County Court of Common Pleas, Domestic Relations Division, Case No. 2013 DR 0023.

81. As outlined supra, Respondent failed to inform Miguel Ramon about the status of Ramon v. Rucker, Case No. CVI 1300050 and Ramon v. Catawba Moorings, Case No. CVI 1300051.

82. As outlined supra, Respondent failed to keep Rebecca Janka informed of the status of Citibank v. Rebecca L. Kochendoerfer, Case No. CVF-1200379.

83. As a direct and proximate result of Respondent's failure to keep multiple clients informed of the status of their cases, said clients were harmed.

84. Respondent's failure to keep his clients informed about the status of their cases constitutes a violation of ORPC 1.4(a)(3).

COUNT FOUR
(ORPC 1.5(d)(3) COMMUNICATION: NONREFUNDABLE FEES)

85. Relator incorporates and re-alleges the allegations contained in paragraphs 1-84 above as if fully rewritten herein.

86. At all times relevant, Respondent was prohibited by the ORPC from charging a client a nonrefundable fee unless Respondent advised the client in writing that the client may be entitled to a refund of all or part of the fee based upon the value of the representation.

87. Respondent charged Katie Taylor, Miguel Ramon and Rebecca Janka nonrefundable fees and did not notify them in writing that they may be entitled to a refund of all or part of the fee based upon the value of the representation.

88. Respondent's failure to notify Katie Taylor, Miguel Ramon and Rebecca Janka in writing that they may be entitled to refund of all or part of the nonrefundable fee based upon the value of the representation constitutes a violation of ORPC 1.5(d)(3).

COUNT FIVE
(ORPC 1.15(a) CLIENTS FUNDS SEPARATE IN TRUST ACCOUNT)

89. Relator incorporates and re-alleges the allegations contained in paragraphs 1-88 above as if fully rewritten herein.

90. At all times relevant hereto, Respondent was required by the ORPC to hold property of his clients separate from his own. Specifically, funds received from clients were to be kept in Respondent's IOLTA account and detailed records were to be maintained by Respondent documenting funds received, disbursements made and current balance in the account.

91. Respondent did not hold funds received from Rebecca Janka separate from his own funds in his IOLTA account.

92. During Respondent's representation of Rebecca Janka he commingled his funds and Rebecca Janka's funds by depositing all legal fees and funds to be used to satisfy settled credit card debts into a business account that was not an IOLTA account.

93. As a direct and proximate result of Respondent's failure to hold Rebecca Janka's funds separate from his own funds, Rebecca Janka was harmed.

94. Respondent's failure to deposit advanced legal fees and court costs into his client trust account constitutes a violation of ORPC 1.15(a).

COUNT SIX
(ORPC 1.15(c) TRUST ACCOUNT DEPOSITS)

95. Relator incorporates and re-alleges the allegations contained in paragraphs 1-94 above as if fully rewritten herein.

96. At all times relevant hereto, Respondent was required by the ORPC to deposit into his client trust account legal fees and expenses that have been paid in advance and to withdraw them only as fees are earned or expenses incurred.

97. During Respondent's representation of Katie Taylor, Miguel Ramon and Rebecca Janka, Respondent did not deposit any of the advanced legal fees or court costs into his client trust account.

98. Respondent's failure to deposit advanced legal fees and court costs into his client trust account constitutes a violation of ORPC 1.15(c).

COUNT SEVEN
(ORPC 8.1(b) & Gov. Bar R. V§ (4) (G) – DUTY TO COOPERATE)

99. Relator incorporates and re-alleges the allegations contained in paragraphs 1-98 above as if fully rewritten herein.

100. Respondent failed on multiple occasions to cooperate with the investigation of the EHJCGC.

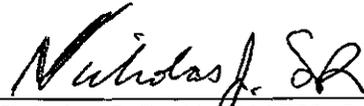
101. Examples of Respondent's failure to cooperate include, but are not limited to:

- a) Failure to respond to the letter of First Inquiry sent by the EHJCGC on April 14, 2014 regarding the Katie Taylor grievance. The deadline set forth in said letter was May 14, 2014. Respondent asked for and was granted an extension of time to reply until June 15, 2014. On June 17, 2014, Respondent left a voicemail indicating he would respond by June 21, 2014. No response was received.
- b) Failure to respond to the follow-up letter sent by the EHJCGC on July 2, 2014 regarding the Katie Taylor grievance. The deadline imposed in the follow-up letter was July 14, 2014. Respondent delivered a letter to the EHJCGC on September 8, 2014 indicating he would file his response on September 15, 2014. No response was received.
- c) Failure to provide all of the documentation requested regarding the Katie Taylor grievance. Respondent brought some but not all of the requested documents to his depositions on November 4, 2014 and January 22, 2015.
- d) Failure to respond to the letter of First Inquiry sent by the EHJCGC on April 14, 2014 regarding the Miguel Ramon grievance. The deadline set forth in said letter was May 14, 2014. Respondent asked for and was granted an extension of time to reply until June 15, 2014. On June 17, 2014, Respondent left a voicemail indicating he would respond by June 21, 2014. No response was received.
- e) Failure to respond to the follow-up letter sent by the EHJCGC on July 2, 2014 regarding the Miguel Ramon grievance. The deadline imposed in the follow-up letter was July 14, 2014. Respondent delivered a letter to the EHJCGC on September 8, 2014 indicating he would file his response on September 15, 2014. No response was received.

- f) Failure to provide all of the documentation requested regarding the Miguel Ramon grievance. Respondent brought some but not all of the requested documents to his depositions on November 4, 2014 and January 22, 2015.
- g) Failure to respond to the letter of Second Inquiry sent by the EHJCGC on September 15, 2014. The response deadline was October 3, 2014.
- h) Failure to provide all of the documentation requested regarding the Rebecca Janka grievance. Respondent brought some but not all of the requested documents to his depositions on November 4, 2014 and January 22, 2015.

102. Respondent's failure to cooperate in a disciplinary investigation constitutes violations of ORPC 8.1(b) & Gov. Bar R. V § (4) (G).

Respectfully submitted,



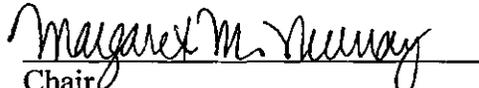
Nicholas J. Smith #0079242
Attorney for Relator & Bar Counsel
Erie-Huron Joint Certified Grievance
Committee

CHAIR'S AUTHORIZATION

The undersigned, Margaret M. Murray, Chair of the Erie-Huron Joint Certified Grievance Committee, hereby certifies that Attorney Nicholas J. Smith, Bar Counsel, is duly authorized to represent Relator in the premises and has accepted the responsibility of prosecuting this complaint to its conclusion.

After investigation, Relator believes reasonable cause exists to warrant a hearing on such complaint *in re*: ROGER STARK.

Dated: March 2, 2015.


Chair
Erie-Huron Joint Certified Grievance Committee

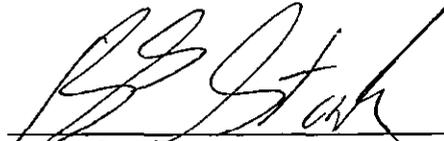
Waiver of Probable Cause

The Erie Huron Joint Certified Grievance Committee has informed me of its intent to file a formal complaint with the Board of Professional Conduct on March 9, 2015. Under Gov. Bar R. V Section 11(A), I understand that the Board must make a finding of probable cause before certifying the complaint.

I hereby waive my right to receive a copy of the complaint and time to respond to the complaint prior to filing with the Board of Professional Conduct pursuant to Gov. Bar R. V Section 10(A).

I hereby waive probable cause and accept certification.

Signed on this 9 day of March, 2015



Roger Stark



Nicholas J. Smith, witness

3/9/15

Date



Kelly Del Vecchio, witness

3-9-15

Date