

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

MAR 27 2015

In re:

Complaint against

BOARD OF PROFESSIONAL CONDUCT

Stephanie Gail Gussler, Esq.  
P.O. Box 597  
Granville, OH 43023

No. 15 - 021 2 2

Attorney Registration No. (0059803)

COMPLAINT AND CERTIFICATE

Respondent,

(Rule V of the Supreme Court Rules for  
the Government of the Bar of Ohio.)

Disciplinary Counsel  
250 Civic Center Drive, Suite 325  
Columbus, Ohio 43215-7411

FILED

APR 13 2015

Relator.

BOARD OF PROFESSIONAL CONDUCT

Now comes the relator and alleges that Stephanie Gail Gussler, an Attorney at Law, duly admitted to the practice of law in the state of Ohio is guilty of the following misconduct:

1. Respondent, Stephanie Gail Gussler, was admitted to the practice of law in the state of Ohio on November 9, 1992. Respondent is subject to the Code of Professional Responsibility, the Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.
2. On December 17, 2014, respondent was suspended from the practice of law for failing to complete her required continuing legal education hours, failing to file the final transcript, and failing to file her Certificate of Compliance. *12/17/14 Administrative Actions #2*, 2014-Ohio-5542. Respondent remains suspended at the time of the filing of this complaint.

### COUNT I – The Arnold Matter

3. Terri Arnold paid respondent \$2,500 in December 2012 to handle her divorce.
4. Throughout the duration of her representation, respondent failed to promptly respond, or at times provided no response at all, to Arnold's text messages requesting information about her case and respondent failed to attend a scheduled telephone meeting with Arnold on October 4, 2013 to discuss the upcoming pretrial.
5. Respondent attended the final hearing in the divorce proceeding on November 7, 2013 in *Arnold v. Arnold*, Case No. 2012 DR 01414, Licking County Court of Common Pleas.
6. Pursuant to the divorce decree journalized on December 27, 2013, respondent was ordered to prepare the DOPO/QDRO for the division of marital assets within 30 days.
7. Respondent failed to prepare the DOPO/QDRO within the time ordered by the Court.
8. Respondent failed to appear at a scheduled status conference in *Arnold v. Arnold* on December 27, 2013.
9. The Court scheduled a Show Cause hearing against respondent for January 14, 2014; however, respondent failed to appear for the show cause hearing. Despite relator bringing this matter to respondent's attention and directing her to contact the Court to resolve the show cause, respondent has failed to do so.
10. Arnold received an email from respondent on April 23, 2014 attaching the forms necessary for the completion of the DOPO/QDRO. This was Arnold's last communication from respondent. Arnold completed and mailed the forms back to respondent at her P.O. Box address on April 29, 2014.
11. Despite Arnold providing respondent with the necessary documents to prepare the DOPO/QDRO, respondent failed to prepare the DOPO/QDRO as ordered by the Court.

12. On January 14, 2015, the Court in *Arnold v. Arnold* noted that respondent was required to submit the DOPO/QDRO for the division of property/assets no later than January 27, 2014, nearly one year earlier, and that respondent had failed to comply.
13. The Court then ordered that either party shall submit an acceptable DOPO/QDRO no later than February 13, 2015.
14. On January 22, 2015, Arnold's ex-husband's attorney filed a Motion to Approve the DOPO and requested attorney fees from Arnold in the amount of \$2,000 for preparing the DOPO/QDRO that respondent neglected to prepare and file with the Court one year earlier.
15. Arnold was forced to hire another attorney and incurred an additional \$990 in legal fees to represent her in opposition to the motion filed by her ex-husband's attorney.
16. Arnold has suffered financially because of respondent's neglect of her legal matters.
17. Relator scheduled an investigative deposition related to Counts I, II, III, and IV in this complaint for June 27, 2014, and issued a subpoena duces tecum requiring respondent's appearance.
18. Respondent appeared for the June 27<sup>th</sup> deposition; however, she requested a continuance of the deposition in order to seek counsel.
19. By mutual agreement, the deposition was rescheduled for July 30, 2014.
20. Respondent was served with another subpoena duces tecum requiring her appearance at the rescheduled deposition.
21. On July 30, 2014, respondent sent relator an email at 5:55 a.m. advising that she was ill and unable to attend the deposition scheduled that same day.

22. Relator replied through email and suspended the deposition but requested medical documentation of respondent's reported illness. Respondent has failed to have any further communication with relator.
23. On August 14, 2014, relator sent a letter to respondent via first-class mail to respondent's business and residential addresses requiring respondent's response related to Counts I – IV of this complaint. To date, respondent has failed to make any further communication with relator or provide a response to relator's letter.
24. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(9)(G) [failure to cooperate with relator's investigation].

#### **COUNT II – The Sunkle Matter**

25. Deborah Sunkle paid \$2,500 to respondent in January 2012 to represent her son, Jeffrey Sunkle, in a civil protection order matter and a divorce.
26. Respondent's representation of Jeffrey Sunkle in the civil protection order matter ended in February 2012.
27. Sunkle paid respondent \$250 in November 2012 for the filing fee in Jeffrey's divorce matter.
28. Respondent filed a complaint for divorce on behalf of Jeffrey Sunkle in February 2013.

29. Respondent did not perfect service of the complaint on Sunkle's wife until August 2013, at which time the Court scheduled an uncontested divorce hearing for October 7, 2013.
30. On October 3, 2013, Sunkle's wife in the divorce matter was granted a continuance and a contested divorce hearing was scheduled for December 2, 2013.
31. In November 2013, the Sunkles terminated respondent's representation because of respondent's ongoing lack of communication with them and their concern for the upcoming final hearing date set December 2, 2013.
32. The Sunkles hired another attorney, paying \$2,500 on November 20, 2013 to complete the divorce matter.
33. Sunkle's divorce was final on December 23, 2013.
34. Despite requests, by Deborah Sunkle and by Sunkles new attorney, to respondent for an itemized invoice and refund of legal fees, respondent failed to provide Deborah or Jeffrey with an invoice or refund even though respondent promised via text message to send the information.
35. Deborah Sunkle had to pay \$200 on December 22, 2013 to the process server hired by respondent in July 2013 to serve the complaint because respondent failed to provide payment to the process server as promised.
36. Relator incorporates the allegations contained in paragraphs 17-23 as if restated herein.
37. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [a lawyer shall comply as soon as practicable with reasonable requests for information from

the client]; Prof. Cond. R. 1.15(d) [a lawyer shall promptly render a full accounting regarding funds or other property to the client]; Prof. Cond. R. 1.16(e) [a lawyer shall promptly refund any part of a fee paid in advance that has not been earned]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(9)(G) [failure to cooperate with relator's investigation].

### **COUNT III – The Suver Matter**

38. Jacqueline Suver paid \$1,000 to respondent in September 2013 to handle her divorce.
39. The fee paid to respondent included a \$750 retainer fee and \$250 filing fee.
40. Suver sent multiple text messages to respondent from October through December 2013 asking about the status of her case.
41. Respondent provided some responses to Suver via text messages stating that she had not heard anything but promised Suver that she would check on the status.
42. On December 23, 2013, Suver sent respondent a text message requesting a refund of her retainer because Suver learned that respondent had taken her money and had not filed anything in court on Suver's behalf. Respondent failed to respond to Suver's text message.
43. On January 7, 2014, Suver sent another text message to respondent requesting a refund of her retainer. Respondent failed to respond to Suver's text message.
44. Respondent did not file a complaint for divorce, or take any other legal action, on Suver's behalf.
45. Suver had to hire another attorney to handle her divorce proceedings.

46. On March 3, 2014, relator sent an LOI relating to the Suver grievance to respondent by certified mail to respondent's business address.
47. Relator's LOI was returned to sender, with a label from the U.S. Postal Service indicating that the letter was "unclaimed" and "unable to forward".
48. On March 28, 2014, relator sent another LOI relating to the Suver grievance to respondent by certified mail to respondent's business address.
49. Although respondent received the letter on April 14, 2014, she has never provided a response to the allegations.
50. On June 26, 2014, respondent sent a letter to relator indicating that respondent was unable to locate Suver's file but promised to provide Suver with a refund.
51. To date, despite the fact that respondent performed no legal work on behalf of Suver; respondent has failed to provide a refund of attorney fees to Suver.
52. Relator incorporates the allegations contained in paragraphs 17-23 as if restated herein.
53. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [A lawyer shall comply as soon as practicable with reasonable requests for information from the client]; Prof. Cond. R. 1.15(d) [a lawyer shall promptly render a full accounting regarding funds or other property to the client]; Prof. Cond. R. 1.16(e) [a lawyer shall promptly refund any part of a fee paid in advance that has not been earned]; Prof. Cond. R. 8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material

fact or knowingly fail to respond]; and Gov. Bar R. V(9)(G) [failure to cooperate with relator's investigation].

#### **COUNT IV – The Miller Matter**

54. Kasey Joel Miller paid respondent \$1,500 in February 2014 to handle his divorce.
55. Respondent told Miller that she would get a visitation order with his children in place in the next few weeks.
56. After a few weeks had passed and nothing was filed by respondent in furtherance of his visitation order, Miller attempted to contact respondent by leaving a voice mail message. Respondent failed to respond to Miller's message.
57. Miller then continued to leave additional voice mail messages and sent numerous texts to respondent requesting information about his visitation order, but respondent failed to provide the requested information.
58. The only responses Miller received from respondent were that she was busy; that she needed to meet with him to sign another affidavit and that she promised to call him, which she failed to do.
59. In or about April 2014, Miller terminated respondent's representation and requested a refund from respondent due to her lack of communication. Miller later informed respondent that he and his wife reconciled.
60. In May 2014, respondent provided Miller with a partial refund of his retainer in the amount of \$1,150. However, respondent failed to provide Miller with any accounting or invoice to justify the \$350 that she retained.
61. Respondent failed to provide any services of value to Miller.

62. Relator incorporates the allegations contained in paragraphs 17-23 as if restated herein.
63. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [A lawyer shall comply as soon as practicable with reasonable requests for information from the client]; Prof. Cond. R. 1.15(d) [a lawyer shall promptly render a full accounting regarding funds or other property to the client]; Prof. Cond. R. 1.16(e) [a lawyer shall promptly refund any part of a fee paid in advance that has not been earned]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(9)(G) [failure to cooperate with relator's investigation].

#### **COUNT V – The Houston Matter**

64. David Houston paid respondent \$2,500 in August 2014 to handle the dissolution of his marriage.
65. Houston only met with respondent one time and thereafter communicated through emails and text messages. Despite his multiple attempts at communication with her, respondent often went weeks without providing a response.
66. On September 12, 2014, respondent failed to appear for a pre-arranged meeting with Houston to discuss his case.
67. On September 26, 2014, Respondent finally forwarded Houston the parenting plan via email that he had been requesting for weeks, although he was not pleased with the quality of her work.

68. On that email, respondent signed off with “Good Luck”.
69. Houston sent multiple emails over the next few days to respondent asking her to contact him. Respondent failed to respond to Houston’s emails.
70. On September 29, 2014, Houston sent respondent an email requesting that his file and retainer be returned.
71. To date, respondent has failed to make any further contact with Houston, has failed to provide him with a copy of his file and has failed to provide a refund of his retainer.
72. On October 30, 2014, relator sent a LOI relating to the Houston grievance to respondent by certified mail to respondent’s business address.
73. Although respondent received the letter on November 3, 2014, she failed to respond to the allegations.
74. On November 18, 2014, relator sent a second LOI relating to the Houston grievance to respondent by certified mail to respondent’s business address.
75. Relator’s second LOI was returned to sender, with a label from the U.S. Postal Service indicating that the letter was “unclaimed” and “unable to forward”.
76. On December 4, 2014, relator’s investigator hand-delivered a second LOI to respondent at her residence. Respondent failed to reply.
77. Respondent has never provided a response to Houston’s grievance; thereby, repeatedly failing to cooperate with relator’s investigation.
78. Respondent’s conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [A

lawyer shall comply as soon as practicable with reasonable requests for information from the client]; Prof. Cond. R. 1.15(d) [a lawyer shall promptly render a full accounting regarding funds or other property to the client]; Prof. Cond. R. 1.16 (d) [a lawyer shall promptly deliver to the client papers and property]; Prof. Cond. R. 1.16(e) [a lawyer shall promptly refund any part of a fee paid in advance that has not been earned]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(9)(G) [failure to cooperate with relator's investigation].

#### **COUNT VI – The Gunton Matter**

79. Jennifer Gunton hired respondent to handle a step-parent adoption.
80. Gunton paid respondent a \$500 retainer in June 2013 and \$250 in January 2014 for the filing fees.
81. After Gunton and her husband had completed the steps they were required to perform, such as paperwork and physicals, Gunton called respondent several times during the last week of December 2013 seeking information about the status of the adoption matter. Respondent failed to answer these calls and her voice mailbox was full.
82. Respondent contacted Gunton on January 7, 2014 and made plans to meet in order for Gunton to give respondent the \$250 filing fees.
83. Gunton met with respondent and gave her the funds for the filing fee on or about January 10, 2014.
84. On February 4, 2014, Gunton received a text message from respondent informing her that she obtained the signed consent from her child's father in order to proceed with the adoption.

85. On February 28, 2014, Gunton sent a text message to respondent asking if a hearing date had been scheduled.
86. On March 5, 2014, respondent replied to Gunton's text by stating "no word".
87. On March 12, 2014, Gunton was informed by the Licking County Probate Court that no paperwork had been filed on her behalf by respondent.
88. Between April and June 2014, Gunton made three trips to the courthouse only to find out each time that no paperwork had been filed on her behalf by respondent.
89. Gunton continued to make multiple phone calls to respondent, receiving no answer. She was unable to leave a message for respondent because her voice mailbox was full. To date, respondent has failed to return calls or further communicate with Gunton.
90. On July 15, 2014, the Court sent the Guntons a letter and copied respondent confirming that some paperwork (reference letters, affidavit of Gunton, and birth certificate) had been left with the Court by respondent on July 7, 2014; however, respondent did not enter a Notice of Appearance with the Court.
91. The letter further noted that the Court was unable to establish an official case because respondent failed to file an adoption petition.
92. On July 25, 2014, the Court returned copies of the documents referenced in ¶ 91 to respondent along with a letter denying a formal filing and returned respondent's check for \$200 intended for filing fees. Respondent failed to return the filing fee to Gunton.
93. Gunton had to hire another attorney to complete the step-parent adoption.
94. On August 21, 2014, the Court approved a Final Decree of Adoption in the Gunton matter. The Court noted on the time-stamped decree that the Court disapproves all

monies paid to respondent and that the \$750 in attorney and filing fees paid to respondent should be returned to Gunton.

95. To date, respondent has failed to provide any refund to Gunton.
96. On October 31, 2014, relator sent a LOI relating to the Gunton grievance to respondent by certified mail to respondent's business address.
97. Relator's LOI was returned to sender, with a label from the U.S. Postal Service indicating that the letter was "unclaimed" and "unable to forward".
98. On December 4, 2014, relator's investigator hand-delivered relator's LOI to respondent at her residence. Respondent failed to reply.
99. On December 29, 2014, relator sent a second LOI relating to the Gunton grievance to respondent by certified mail to respondent's business and residential addresses.
100. Although respondent received both letters, she failed to respond to the allegations.
101. Respondent has never provided a response to Gunton's grievance; thereby, repeatedly failing to cooperate with relator's investigation.
102. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [A lawyer shall comply as soon as practicable with reasonable requests for information from the client]; Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice]; Prof. Cond. R. 1.15(d) [a lawyer shall promptly render a full accounting regarding funds or other property to the client]; Prof. Cond. R. 1.16(e) [a lawyer shall promptly refund any part of a fee paid in advance that has not been earned];

Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(9)(G) [failure to cooperate with relator's investigation].

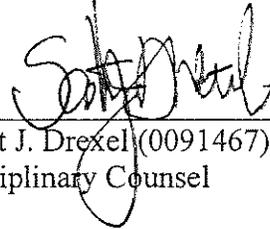
#### **COUNT VII – The Trabitz Matter**

103. Adam Trabitz hired respondent to handle his divorce in November 2014. He paid respondent a retainer of \$2,500.
104. During the brief month of representation, Trabitz had difficulty communicating with respondent. Respondent's voice mailbox was frequently full and respondent repeatedly failed to respond in a timely manner to texts and emails from Trabitz.
105. Respondent did not file a complaint for divorce, or file any other legal action, on Trabitz' behalf.
106. On December 12, 2014, Respondent failed to participate in a meeting to distribute the proceeds of the sale of Trabitz' home, despite respondent having a lengthy discussion with Trabitz the day before and promising to contact the parties before the meeting.
107. Trabitz attempted to reach respondent on the morning of December 12, 2014 through text messages, emails and telephone calls, but respondent failed to respond to these messages.
108. After respondent failed to respond and Trabitz was forced to participate in the meeting without respondent, Trabitz terminated respondent's representation through email.
109. On December 12, 2014, Trabitz requested that respondent provide him with a refund of unearned fees. On that same date, respondent replied through email promising to provide Trabitz with an itemized bill and any unused retainer.
110. To date, respondent has failed to respond to any further communications from Trabitz, provide an itemized bill or provide any refund to Trabitz.

111. On January 9, 2015, relator sent a LOI relating to the Trabitz grievance to respondent by certified mail to respondent's business and residential addresses.
112. Although respondent received both letters on January 16, 2015, she failed to respond to the allegations.
113. Trabitz applied for fee arbitration with the Columbus Bar Association (CBA) regarding \$2,000 of the retainer paid to respondent.
114. On January 16, 2015, the CBA sent a letter, enclosing the Fee Arbitration Request Form and Agreement to Arbitrate Fees in the Trabitz matter, by first-class mail to respondent's business address. She failed to respond.
115. On February 17, 2015, the CBA sent a second letter regarding the Trabitz Fee Arbitration by certified mail to respondent's business address, requiring her response within 10 days. Although respondent received the letter on February 19, 2015, she failed to respond.
116. Respondent's conduct as outlined above violates the Ohio Rules of Professional Conduct, specifically Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(a)(4) [A lawyer shall comply as soon as practicable with reasonable requests for information from the client]; Prof. Cond. R. 1.15(d) [a lawyer shall promptly render a full accounting regarding funds or other property to the client]; Prof. Cond. R. 1.16(e) [a lawyer shall promptly refund any part of a fee paid in advance that has not been earned]; Prof. Cond. R. 8.1 (b) [a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; and Gov. Bar R. V(9)(G) [failure to cooperate with relator's investigation].

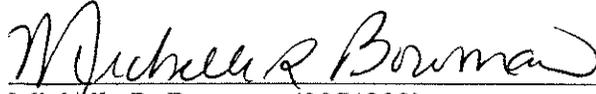
## CONCLUSION

Wherefore, pursuant to Gov. Bar R. V, the Code of Professional Responsibility and Rules of Professional Conduct, relator alleges that respondent is chargeable with misconduct; therefore, relator requests that respondent be disciplined pursuant to Rule V of the Rules of the Government of the Bar of Ohio.



---

Scott J. Drexel (0091467)  
Disciplinary Counsel



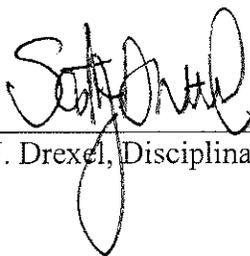
---

Michelle R. Bowman (0074233)  
Assistant Disciplinary Counsel  
250 Civic Center Drive, Suite 325  
Columbus, Ohio 43215-7411  
614.461.0256  
614.461.7205 – fax  
M.Bowman@sc.ohio.gov

## CERTIFICATE

The undersigned, Scott J. Drexel, Disciplinary Counsel, of the Office of Disciplinary Counsel of the Supreme Court of Ohio hereby certifies that Michelle R. Bowman is duly authorized to represent relator in the premises and has accepted the responsibility of prosecuting the complaint to its conclusion. After investigation, relator believes reasonable cause exists to warrant a hearing on such complaint.

Dated: March 27, 2015

A handwritten signature in black ink, appearing to read "Scott J. Drexel", is written over a horizontal line. The signature is stylized and cursive.

Scott J. Drexel, Disciplinary Counsel