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BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE

BEFORE THE BOARD OF COMMISSIONERS ON GRIEVANCES AND DISCIPLINE OF THE SUPREME COURT OF OHIO

In re:

Complaint against

Jesse Jackson, Jr., Esq.
8216 Princeton Glendale Rd, #160
West Chester, OH 45069

Attorney Registration No. (0086184)

Respondent,

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

Relator.

No. 14-107

COMPLAINT AND CERTIFICATE

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

FILED
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BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE

Now comes the relator and alleges that Jesse Jackson, Jr., an Attorney at Law, duly admitted to the practice of law in the state of Ohio is guilty of the following misconduct:

1. Respondent, Jesse Jackson, Jr., was admitted to the practice of law in the state of Ohio on November 8, 2010.

2. At all times relevant to the following allegations, respondent was subject to the Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.

COUNT ONE

Caparella-Kraemer Employment

3. On May 9, 2011, respondent began employment as an associate at the law firm of Caparella-Kraemer & Associates, LLC, hereinafter referred to as "C-K."

4. Prior to joining the firm, respondent was a solo practitioner. He maintained offices in Fairfield, Ohio and Lebanon, Ohio.

5. C-K hired respondent to handle bankruptcy and probate matters. When respondent joined the firm, the verbal agreement that was reached between him and C-K provided that all business would go through the firm; all fees would be split 50/50; he would transfer all IOLTA funds into the firm account; and he would close his other office locations. It was further agreed that C-K would pay respondent's attorney registration fees and provide legal malpractice insurance coverage. C-K provided respondent with an office; offered to add him to their business cellular phone plan; paid his attorney registration fees; paid his legal malpractice insurance; added him to the IOLTA; provided a 401k retirement plan with matching benefits; and paid all overhead expenses. It also provided respondent with new bankruptcy software to enable him to develop the bankruptcy business for the firm.

6. On May 9, 2011, respondent signed the legal malpractice insurance application form for C-K and indicated that he was not engaged in any other private law practice.

7. In or around October 2011, C-K became suspicious when clients began to call and complain about respondent. C-K also noticed that fees for court-appointed work had not been received for work it suspected respondent had completed. The Butler County Auditor's office was contacted to confirm that respondent was completing court-appointed work and C-K was informed that respondent did receive fees. Respondent directed these fees to his office location in Fairfield, Ohio. Similarly, C-K also learned that all fees for court-appointed work in Warren County were sent to respondent's

Lebanon, Ohio office. In total, respondent received $1,116 in fees from Butler County and $5,025 in fees from Warren County.

8. During its internal investigation, C-K learned that, contrary to the agreement with respondent, he did not close his office locations and he did not share fees for court-appointed and other work. C-K also discovered that respondent did not close his IOLTA.

9. As a result of the internal investigation, C-K also learned that there were a number of clients for whom respondent had failed to competently complete the work that he was hired to do. These clients include:

- Doug Gilliam
- Sharon Paddock
- Pier 27, LLC – Deena and Christopher Hill
- Kim Gates
- Brooke Boling
- Rob Boling

10. The internal investigation also revealed that respondent completed work on behalf of a number of clients during his employment with C-K for which he did not share fees per the agreement. These clients include:

- Heather Molen – paid respondent $1,500
- Jimmie Ashford – paid respondent $500
- Kori Wong – paid respondent $1,940 ($860 was earned while respondent was employed as an associate with C-K)
- Karen Phillips – paid respondent $1,000

11. C-K further discovered that respondent had double-billed Ronnie Mullins. Mullins signed a flat fee agreement and paid $750 for estate services. Respondent then invoiced Mullins for an additional $1,026.68. Respondent was paid his half of all fees per the agreement.

12. Because of the internal theft of fees, C-K contacted the police to determine if criminal charges were appropriate.

13. On April 4, 2012, respondent was indicted for two counts of grand theft, felonies of the fourth degree. *State of Ohio v. Jesse Jackson Jr.*, Butler County Court of Common Pleas, Case No. CR2012-03-0488.

14. After a bench trial, respondent was found guilty of petty theft, a misdemeanor of the first degree. On November 21, 2012, respondent was sentenced to three years of community control, and ordered to pay a $1,000 fine and $250 in restitution to C-K.

Bankruptcy Petitions

15. While employed at C-K, respondent handled bankruptcy matters when he was not competent to engage in a bankruptcy practice.

16. The U.S. Bankruptcy Court for the Southern District of Ohio noticed the deficiencies in respondent's bankruptcy petitions, among other things, and on September 23, 2011, the bankruptcy trustee filed a Motion to Determine the Excessiveness of Attorney Fees Pursuant to 11 U.S.C. § 329 and Memorandum in Support. The motion details multiple cases in which respondent initiated bankruptcies on behalf of his clients without the proper schedules, resulting in motions to dismiss being filed by the bankruptcy trustee. In addition, the motion details respondent's excessive fees charged in cases when he applied for waivers of filing fees. Furthermore, the Office of the United States Trustee

requested that respondent cease filing petitions in bankruptcy court without filing the required documents.

17. In order to resolve the motion, the parties agreed that respondent would attend two continuing legal education seminars focusing on bankruptcy practice and procedure and consult with experienced bankruptcy attorneys and trustees. The agreement also resolved issues with deficient filings, excessive fees, and missed deadlines in cases filed by respondent. United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Sharon Paddock*, Case No. 1:11-bk-14559, Agreed Order Resolving Motion of the United States Trustee to Review Fees (Doc. #27), Doc. #42.

18. The following cases illustrate respondent's lack of competence in bankruptcy filings.

Virgil Douglas Gilliam

19. Sometime before August 2011, Virgil Douglas Gilliam hired respondent to file a bankruptcy petition on his behalf. At their first meeting, Gilliam paid respondent a flat fee of $1,500, in addition to $299 for the filing fee.

20. On August 8, 2011, respondent filed a Chapter 7 bankruptcy petition on behalf of Gilliam. United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Virgil Douglas Gilliam*, Case No. 1:11-bk-14856.

21. On August 29, 2011, the bankruptcy trustee filed a motion to dismiss when respondent failed to file the required schedules.

22. On October 6, 2011, respondent filed an Application to Pay Filing Fee in Installments without Gilliam's signature even though Gilliam had paid the full amount of the filing fee to respondent.

23. On October 10, 2011, the trustee filed a motion objecting to the application to pay the filing fee in installments.

24. On November 2, 2011, respondent filed a motion to withdraw as counsel. Thereafter, respondent neither appeared at the December 5, 2011 hearing on his motion to withdraw as counsel nor requested a continuance of the hearing.

25. After respondent was no longer employed by C-K, another C-K lawyer took over the Gilliam matter and discovered multiple deficiencies in the original filing that required correction. Despite these deficiencies and his failure to complete Gilliam's bankruptcy, respondent collected his 50% of the flat fee.

Sharon Paddock

26. Between June and July 2011, Sharon Paddock hired respondent to file a bankruptcy petition on her behalf. Paddock paid respondent a flat fee of $1,200.

27. On July 25, 2011, respondent filed a Chapter 7 bankruptcy petition on behalf of Paddock. On the same day, respondent also filed an Application for Waiver of the Chapter 7 Filing Fee for Individuals Who Cannot Pay the Filing Fee in Full or in Installments. United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Sharon Paddock*, Case No. 1:11-bk-14559, Doc. #1.

28. On October 12, 2011, respondent filed a Motion to Withdraw Application for Waiver of Filing Fee per his discussion with the U.S. Trustee.

29. On November 18, 2011, the trustee filed a Motion of the United States Trustee to Dismiss Chapter 7 Case with 180 Day Bar to Re-Filing. The motion stated that the final meeting of the creditors was scheduled for November 17, 2011, but Paddock failed to appear and respondent was late.

30. On December 15, 2011, the Court dismissed Paddock's bankruptcy petition.

31. Despite the dismissal of Paddock's bankruptcy petition, respondent collected his 50% of the flat fee.

Pier 27, LLC – Deena and Christopher Hill

32. On July 14, 2011, Deena and Christopher Hill hired respondent to complete a personal bankruptcy petition and a corporate bankruptcy petition for Pier 27, LLC. Respondent was paid $3,299, which included a $3,000 flat fee and $299 filing fee. The flat fee included the personal and corporate bankruptcy petitions: $1,500 for the personal filing and $1,500 for the corporate filing.

33. On August 23, 2011, respondent filed the personal bankruptcy petition on behalf of the Hills, but he never filed the corporate bankruptcy petition on behalf of Pier 27, LLC. United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Deena and Christopher Hill*, Case No. 1:11-bk-15158.

34. After another associate from C-K examined the Pier 27, LLC case, it was determined that a corporate bankruptcy petition was not necessary.

35. Despite his failure to file the corporate bankruptcy petition, respondent collected his 50% of the flat fee for both the personal and corporate bankruptcy petitions.

Kim Gates

36. On September 19, 2011, Kim Gates hired respondent to complete a personal bankruptcy petition and a corporate bankruptcy petition. Respondent was paid a $3,000 flat fee. The flat fee included the personal and corporate bankruptcy petitions: $1,500 for the personal filing and $1,500 for the corporate filing.

37. Respondent never filed any bankruptcy petitions on behalf of Gates.

38. Despite his failure to perform any services on Gates' behalf, respondent collected his 50% of the flat fee for the personal and corporate bankruptcy petitions.

Brooke Boling

39. On August 29, 2011, Brooke Boling hired respondent to complete a bankruptcy petition on her behalf. Respondent was paid $1,850, which included a $1,500 flat fee and $350 filing fee.

40. Respondent never filed a bankruptcy petition on behalf of Boling.

41. Despite his failure to file the bankruptcy petition, respondent collected his 50% of the flat fee.

Robert Boling

42. On or about August 15, 2011, Robert Boling hired respondent to complete a bankruptcy petition on his behalf. Respondent was paid $1,499, which included a $1,200 flat fee and $299 filing fee.

43. Respondent never filed a bankruptcy petition on behalf of Boling.

44. Despite his failure to file the bankruptcy petition, respondent collected his 50% of the flat fee.

45. In the aforementioned bankruptcy petitions in ¶19-43, C-K provided legal services to remedy the deficient filings at no additional cost to the clients.

46. In total, respondent collected $10,001 in fees from clients and did not share the fees per the agreement with C-K; therefore, respondent misappropriated $5,000.50 in fees from C-K.

47. In addition, respondent billed for and collected $4,950 in shared fees from C-K by representing that he had completed the work for which the fees had been paid. In reality,

respondent either wholly failed to perform any of the services he had been hired to perform or performed the work in such a deficient manner that the work required extensive correction and/or addition by another C-K lawyer.

48. Respondent's conduct in Count One violates the Ohio Rules of Professional Conduct: 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]; Prof. Cond. R. 1.5(a) [a lawyer shall not charge a clearly excessive fee]; Prof. Cond. R. 3.3(a)(1) [a lawyer shall not knowingly make a false statement of fact to a tribunal or fail to correct a false statement of material fact previously made to the tribunal by the lawyer]; Prof. Cond. R. 8.4(b) [a lawyer shall not commit an illegal act that reflects on the lawyer's honesty or trustworthiness]; Prof. Cond. R. 8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

COUNT TWO

Estate of Leonetta A. Jackson

49. On February 12, 2012, respondent's third wife, Leonetta Jackson, died.

50. Prior to Leonetta Jackson's death, respondent was handling a Bureau of Worker's Compensation ("BWC") claim on her behalf.

51. On February 13, 2012, respondent deposited four checks into his IOLTA totaling $22,294.77 issued by the Ohio Bureau of Worker's Compensation to Leonetta Jackson.

52. On May 11, 2012, respondent filed an Application to Relieve Estate from Administration along with the Assets and Liabilities of Estate to Be Relieved from Administration. He

did not include the BWC checks in the accounting. Hamilton County Probate Court, *Estate of Leonetta A. Jackson*, Case No. 2012002083.

53. Lisa Bitter, acting on behalf of Margaretta Sartor, the decedent's mother, questioned respondent prior to a court hearing on the estate filings. She asked him why the checks were not included in the accounting and respondent told Bitter, "Prove the checks exist."

54. On September 6, 2012, Bitter filed Exceptions to the Leonetta A. Jackson Estate Accounting alleging that there were assets missing from the inventory, namely the BWC proceeds totaling $22,294.77.

55. On September 12, 2012, respondent testified before the probate court that he deposited the BWC checks into his IOLTA. Respondent stated he believed he was entitled to the funds as reimbursement for 1) funeral expenses that he paid out of his portion of life insurance proceeds, and 2) his attorney fees for representing his wife in the BWC case.

56. At this hearing, respondent further testified that he was entitled to a contingency fee of 1/3 of the proceeds from the BWC settlement, though he acknowledged that there was not a signed fee agreement.

57. On September 25, 2012, the Court issued a decision stating that the BWC checks belonged in the estate. The court removed respondent as the applicant for the estate and ordered him to pay $22,294.77 back to the estate, less the funeral expenses, filing fee, and publication fee. In total, respondent was ordered to repay the estate $8,629.77. To date, respondent has not repaid this judgment.

58. Respondent's conduct in Count Two violates the Ohio Rules of Professional Conduct: Prof. Cond. R. 1.5(c)(1) [each contingency fee agreement shall be in a writing signed by the client and the lawyer]; Prof. Cond. R. 3.3(a)(1) [a lawyer shall not knowingly make a

false statement of fact to a tribunal or fail to correct a false statement of material fact previously made to the tribunal by the lawyer]; Prof. Cond. R. 8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

COUNT THREE

Sharon Allen

59. On August 13, 2012, Sharon Allen filed a Voluntary Petition under Chapter 7 of the United States Bankruptcy Code. United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Sharon Allen*, Case No. 1:12-bk-14376.

60. On November 3, 2012, Allen retained respondent to represent her in her previously filed bankruptcy action. Allen paid respondent a flat fee of $1,000 to complete the work.

61. On December 5, 2012, respondent filed a Motion to Convert to Chapter 13 Case.

62. On December 6, 2012, the Court sent a notification of deficiency for 1) not providing notice of a 21-day objection/response notice, and 2) the certificate of service was incomplete.

63. On December 13, 2012, respondent filed a Notice to Convert Case from Chapter 7 to Chapter 13.

64. On December 14, 2012, the Court sent a notification of deficiency for 1) not providing a 21-day objection/ response notice, and 2) incomplete certificate of service.

65. On December 17, 2012, respondent filed a Notice of Motion.

66. On December 18, 2012, the Court sent a third notification of deficiency for 1) not providing notice of a 21-day objection, and 2) not providing the requisite response time.

67. On December 31, 2012, the Court filed a Notice of Failure to File 1007(b)(7) Statement, because a statement regarding the completion of a financial management course by the debtor was not filed.

68. On January 1, 2013, respondent filed another Notice of Motion. On February 13, 2013, the Court granted the Motion to Convert Case to a Chapter 13.

69. On March 19, 2013, the U.S. Trustee filed a Motion to Dismiss the Chapter 13 case, citing that Allen failed to file schedules, plan, or summary of schedules as required by the Code. The Court granted the U.S. Trustee's motion to dismiss on April 16, 2013.

70. On April 29, 2013, Allen filed a grievance with relator.

71. On May 5, 2013, relator sent respondent a letter of inquiry regarding the Allen grievance. Respondent did not respond.

72. On June 17, 2013, relator sent respondent a second letter of inquiry. On July 11, 2013, respondent provided a response to relator's second letter of inquiry.

73. On July 24, 2013, respondent sent Allen a letter attempting to settle the dispute between them and resolve the grievance that she filed with relator.

74. On July 30, 2013, respondent met with Allen to discuss the grievance.

75. On August 2, 2013, respondent sent Allen a signed confidential settlement agreement for her to execute indicating that she would dismiss the grievance in exchange for payment of $1,000, along with two postdated checks, each for $500.

76. On August 5, 2013, Allen attempted to negotiate the checks that respondent sent her but both checks were rejected due to insufficient funds. As of the date of this complaint, respondent has not refunded Allen's money.

77. Respondent's conduct in Count Three violates the Ohio Rules of Professional Conduct: Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client]; Prof. Cond. R. 1.5(a) [a lawyer shall not charge a clearly excessive fee]; Prof. Cond. R. 1.8(h) [a lawyer shall not make an agreement prospectively limiting the lawyers liability]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

78. Respondent's conduct in Count Three also violates Prof. Cond. R. 8.4(h) [a lawyer shall not engage in conduct that adversely reflects on his fitness to practice law]. Respondent's conduct is especially egregious in that he attempts to avoid a grievance in exchange for money.

COUNT FOUR

Michelle Cameron

79. On or about May 19, 2013, Michelle Cameron retained respondent to represent her in an action in juvenile court. On June 6, 2013, Cameron paid respondent $250 of the $500 flat fee they agreed upon for the completion of the work.

80. On May 19, 2013, respondent sent Cameron an email conveying to her that he would like to get to know her better on a personal level.

81. Between May 19, 2013 and June 14, 2013, Cameron and respondent communicated via email, text message, and telephone. These communications included photos of one another, as well as flirtatious and sexual content. Also during this time, respondent took Cameron to restaurants and paid for her meals. On one occasion, respondent kissed Cameron. On another occasion, respondent touched Cameron's thigh in a sexual manner.

82. On June 14, 2013, Cameron spoke to respondent on the telephone and terminated the representation. On the same day, she wrote him a letter memorializing the termination of the attorney-client relationship. She requested her file and an itemized billing statement.

83. On June 15, 2013, respondent filed a Motion to Withdraw as Counsel of Record, specifically citing that Cameron "has conducted herself in a manner inconsistent with Counsel's moral and ethical standards." The Court granted the motion to withdraw.

84. On July 8, 2013, Cameron filed a grievance with relator.

85. Sometime between July 29, 2013 and December 12, 2013, respondent provided Cameron with her file. Respondent never provided Cameron with an itemized billing statement.

86. On August 16, 2013, respondent sent a letter to Cameron stating that he would seek legal recourse against her if she did not refrain from commenting about him on social media websites.

87. Respondent's conduct in Count Four violates the Ohio Rules of Professional Conduct: Prof. Cond. R. 1.8(j) [a lawyer shall not solicit or engage in sexual activity with a client unless a consensual sexual relationship existed when the attorney-client relationship commenced]; Prof. Cond. R. 1.15(d) [upon request by a client, a lawyer shall promptly render a full accounting]; Prof. Cond. R. 1.16(d) [a lawyer shall promptly deliver all papers and property to a client upon termination of representation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

COUNT FIVE

Brie Sullivan

88. In May 2013, Brie Sullivan met with respondent at the Hamilton County Courthouse to discuss filing a bankruptcy petition. A mutual friend, Leona Rabb, referred Sullivan to respondent.

89. On or about June 21, 2013, Sullivan retained respondent and signed a fee agreement for a flat fee of $750. On June 21, 2013, Sullivan paid respondent $250 of that fee. On July 12, 2013, Sullivan paid another $250 towards the fee.

90. The fee agreement did not state that the fee was "nonrefundable" or advise Sullivan that she may be entitled to a refund if representation was terminated early.

91. Prior to signing the fee agreement, Sullivan and respondent engaged in a number of discussions regarding her finances, as well as personal matters not related to filing a bankruptcy petition. Also during this time, respondent took Sullivan to restaurants and paid for her meals.

92. On June 27, 2013, Sullivan and respondent attended a concert together, Kings of the Mic Tour at the Riverbend Music Center. After the concert, respondent went to Sullivan's home and they engaged in sexual intercourse for the first time.

93. As a result of their sexual relationship, respondent admitted to Sullivan multiple times that he had a conflict of interest and that he should not be representing her. However, respondent continued to maintain sexual and professional relationships with Sullivan. Respondent believed he represented Sullivan until she filed a grievance on October 15, 2013.

94. Prior to filing the grievance, on or about August 4, 2013 and September 3, 2013, Sullivan sought to terminate the relationships, personal and professional, and asked that her money and her file be returned. In response, respondent informed Sullivan that she was not entitled to a refund because it was a nonrefundable flat fee.

95. Respondent never filed a bankruptcy petition on Sullivan's behalf.

96. Sometime between October 15, 2013 and December 3, 2013, respondent returned Sullivan's file.

97. On February 26, 2014, respondent refunded Sullivan's $500 payment.

98. Respondent's conduct in Count Five violates the Ohio Rules of Professional Conduct: Prof. Cond. R. 1.5(d)(3) [a lawyer shall not enter into an arrangement for a fee denominated as "nonrefundable" unless it is in writing that the client may be entitled to a refund]; Prof. Cond. R. 1.8(j) [a lawyer shall not solicit or engage in sexual activity with a client unless a consensual sexual relationship existed when the attorney-client relationship commenced]; Prof. Cond. R. 1.16(d) [a lawyer shall promptly deliver all papers and property to a client upon termination of representation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

COUNT SIX

IOLTA

99. On June 13, 2013, relator received a notice from US Bank that respondent's IOLTA ending in 7120 was overdrawn on June 2, 2013.

100. On July 3, 2013, via certified mail, relator sent respondent a Letter of Inquiry regarding the overdraft. Respondent's response was to be postmarked no later than July 17, 2013.

101. When respondent failed to respond, on July 24, 2013, relator sent another Letter of Inquiry regarding the overdraft via certified mail.

102. In relevant part, relator's inquiry required respondent to produce the following documents with his response: "You must provide, at a minimum, copies of your monthly statements for your IOLTA account for the month of the overdraft, the month before the overdraft, and the month after the overdraft, the individual client records/ledgers for these same months, and proof that the amount and any overdraft fees have been repaid as well as the source(s) of repayment." (Emphasis provided).

103. On August 27, 2013, respondent submitted a letter stating, "the overdraft was an accounting error that resulted when my balance calculation was off by $3.26. Apparently, this check was not returned unpaid, no fees were charged, and no clients were impacted by this error." Along with this letter, respondent sent bank statements for May 2013 and June 2013.

104. Notwithstanding relator's request, respondent did not provide individual client ledgers or the July 2013 bank statement.

105. On September 10, 2013, relator sent respondent a letter requesting additional information. This letter was returned on September 24, 2013 marked "not deliverable as addressed, unable to forward."

106. On September 25, 2013, relator sent another letter requesting additional information to 8216 Princeton Glendale Rd, #160, West Chester, Ohio 45069, the new address provided by respondent.

107. On October 3, 2013, relator received another notice from US Bank that respondent's IOLTA ending in 7120 was overdrawn on September 26, 2013.

108. On October 4, 2013, relator sent respondent a letter regarding the latest overdraft, and again asked for a response to relator's September 25, 2013 letter requesting additional information. Respondent's response was to be postmarked no later than October 18, 2013.

109. When respondent failed to respond, on October 21, 2013, relator sent respondent an email asking for a response. On October 29, 2013, respondent replied that he would submit his response by November 1, 2013.

110. On November 1, 2013, respondent submitted a letter requesting an extension of time to respond to the inquiries stating, "I have consulted with, and am retaining, Long Schaefer, a local accounting firm, to assist me in responding." Relator provided respondent until December 3, 2013 to respond.

111. On December 3, 2013, relator sent respondent another letter requesting a response to the previous inquiries with a deadline of December 20, 2013.

112. When relator did not receive a response, another email was sent to respondent on December 20, 2013 asking for a response. On January 9, 2014, respondent indicated he would provide a response by the end of the business day.

113. Via email, dated January 13, 2014, respondent sought and was granted yet another extension to submit a response. Respondent was to submit a response by January 31, 2014, but never did.

114. Respondent's personal and IOLTA bank records reflect that respondent misused his IOLTA and failed to safeguard client funds. Respondent also deposited personal funds into his IOLTA.

115. Respondent deposited earned fees into his IOLTA. Specifically, respondent deposited earned fees for court-appointed work into his IOLTA on at least 29 occasions between March 1, 2011 and December 31, 2012. Respondent also deposited earned fees for non-court-appointed work into his IOLTA on at least 10 occasions between March 1, 2011 and February 28, 2013.

116. Respondent deposited funds of at least 15 clients that were not earned fees into his personal checking account between March 1, 2011 and January 16, 2013.

117. During respondent's deposition on March 19, 2014, respondent admitted that he paid personal and/or business expenses out of his IOLTA account; deposited earned court-appointed fees into his IOLTA; withdrew unearned attorney fees from his IOLTA; and failed to maintain client ledgers as required by Rule 1.15 until late 2013..

118. Respondent's conduct in Count Six violates the Ohio Rules of Professional Conduct and the Supreme Court Rules for the Government of the Bar of Ohio: Prof. Cond. R. 1.15(a)(2) [requiring a lawyer to maintain a record for each client that sets forth the name of the client; the date, amount, and source of all funds received on behalf of the client; the date, amount, payee, and purpose of each disbursement made on behalf of the client; and the current balance for each client]; Prof. Cond. R. 1.15(a)(3) [requiring a lawyer to maintain a record for each bank account that sets forth the name of the account; the date, amount, and client affected by each credit and debit; and the balance in the account]; Prof. Cond. R.1.15(a)(4) [requiring a lawyer to maintain all bank statements, deposit slips, and canceled checks for each bank account]; Rule 1.15(a)(5) [requiring a lawyer to perform and retain a monthly reconciliation of the items contained in divisions (a)(2), (3), and (5) of Rule 1.15]; Prof. Cond. R. 1.15(b) [lawyer may deposit the lawyer's own funds

in an IOLTA for the sole purpose of paying or obtaining a waiver of bank service charges on that account, but only in an amount necessary for that purpose]; Prof. Cond. R. 1.15(c) [a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance to be withdrawn only as fees are earned or expenses incurred]; Prof. Cond. R. 8.1(b) [prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority]; and Gov. Bar R. V(4)(G) [requiring a lawyer to cooperate with a disciplinary 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

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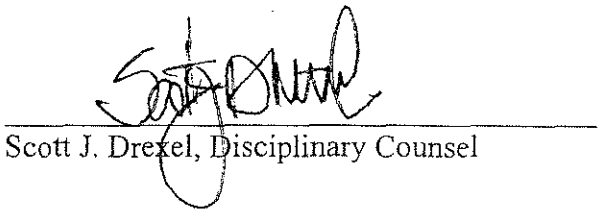
CERTIFICATE

The undersigned, Scott J. Drexel, Disciplinary Counsel, of the Office of Disciplinary Counsel of the Supreme Court of Ohio hereby certifies that Catherine M. Russo 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: December 1, 2014



Scott J. Drexel, Disciplinary Counsel

Gov. Bar R. V, § 4(I) ***Requirements for Filing a Complaint.***

(1) Definition. "Complaint" means a formal written allegation of misconduct or mental illness of a person designated as the respondent.

* * *

(7) Complaint Filed by Certified Grievance Committee. Six copies of all complaints shall be filed with the Secretary of the Board. Complaints filed by a Certified Grievance Committee shall be filed in the name of the committee as relator. The complaint shall not be accepted for filing unless signed by one or more attorneys admitted to the practice of law in Ohio, who shall be counsel for the relator. The complaint shall be accompanied by a written certification, signed by the president, secretary, or chair of the Certified Grievance Committee, that the counsel are authorized to represent the relator in the action and have accepted the responsibility of prosecuting the complaint to conclusion. The certification shall constitute the authorization of the counsel to represent the relator in the action as fully and completely as if designated and appointed by order of the Supreme Court with all the privileges and immunities of an officer of the Supreme Court. The complaint also may be signed by the grievant.

(8) Complaint Filed by Disciplinary Counsel. Six copies of all complaints shall be filed with the Secretary of the Board. Complaints filed by the Disciplinary Counsel shall be filed in the name of the Disciplinary Counsel as relator.

(9) Service. Upon the filing of a complaint with the Secretary of the Board, the relator shall forward a copy of the complaint to the Disciplinary Counsel, the Certified Grievance Committee of the Ohio State Bar Association, the local bar association, and any Certified Grievance Committee serving the county or counties in which the respondent resides and maintains an office and for the county from which the complaint arose.