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

BOARD OF PROFESSIONAL CONDUCT

In re: Complaint Against
STANLEE E. CULBREATH
(Attorney Registration No. 0033211)
90 North Nelson Road
Columbus, Ohio 43219

RESPONDENT,

by

COLUMBUS BAR ASSOCIATION
175 South Third Street, Suite 1100
Columbus, Ohio 43215

RELATOR

Case No. _____

16 - 005

FILED

MAR 03 2016

**COMPLAINT AND
CERTIFICATE**

BOARD OF PROFESSIONAL CONDUCT

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

Now comes Relator, Columbus Bar Association, and alleges that Stanlee E. Culbreath (Reg. #0033211), an Attorney at Law duly admitted to practice law in this state of Ohio, is guilty of the following misconduct:

BACKGROUND

1. Respondent, Stanlee E. Culbreath, was admitted to the practice of law in Ohio in 1975.
2. On March 22, 2000, respondent was suspended from the practice of law for six months with the entire suspension stayed, for assisting a nonlawyer in the unauthorized practice of law and failing to disclose the assistance. *Columbus Bar Assn. v. Culbreath* (2000), 88 Ohio St.3d 271, 725 N.E.2d 629.
3. On November 1, 2012, respondent was indefinitely suspended from the practice of law for violations of the Rules of Professional Conduct including Rules 1.15 (requiring a lawyer to keep funds of clients in a separate interest-bearing account,

to keep records of the account, and to perform a monthly reconciliation), 4.1 (prohibiting a lawyer from making a false statement of law or fact to a nonclient), 5.3 (requiring a lawyer to make reasonable efforts to ensure that the conduct of his nonlawyer employees is compatible with the lawyer's professional obligations), 8.1 (prohibiting a lawyer from failing to respond to inquiries in a disciplinary investigation), and 8.4(d) and (h) (prohibiting a lawyer from engaging in conduct prejudicial to the administration of justice and conduct that adversely reflects on the lawyer's fitness to practice law). *Columbus Bar Assn. v. Culbreath*, 134 Ohio St.3d 24, 2012-Ohio-5031.

4. Respondent has not been reinstated to the practice of law.
5. Respondent's indefinite suspension remains in effect.

COUNT ONE
(MICHAEL SWARTZ, ESQ.)

6. Michael D. Swartz was licensed to practice law in the state of Ohio in 2013.
7. During the summer of 2012 and prior to being licensed, Swartz worked as a law clerk in respondent's law office.
8. At the time Swartz worked for respondent, respondent was subleasing office space located at 90 North Nelson Road, Columbus, Ohio from Attorney Robert Kaplan.

9. Shortly after Swartz was licensed to practice law, he was employed by a contractor to conduct oil and gas title research. After he was hired, Swartz continued to stay in contact with respondent and with Kaplan.
10. Swartz' employer permitted him to represent private clients separate from his work for his employer; therefore, Swartz accepted an offer to sublease office space in the 90 North Nelson Road office building.
11. In August 2014, Swartz set up his law office at 90 North Nelson Road.
12. At the time he opened his office, Swartz was aware that respondent was serving an indefinite suspension; however, respondent continued to regularly come into the office at 90 North Nelson Road.
13. Respondent referred Vivian Farmer, a former client of his, to Swartz.
14. Farmer is or was also a tenant of respondent's in a residential property located in Columbus, Ohio.
15. Swartz agreed to represent Farmer and her son in a personal injury case arising out of a motor vehicle accident in which she and her son were injured.
16. In or about September 2014, Farmer signed a fee agreement with Swartz.
17. Swartz was the only attorney representing Farmer and her son in the personal injury matter.
18. While Swartz was representing Farmer, the insurance company denied liability for both property damage and personal injury but agreed to pay the medical bills for Farmer and for her son.

19. Swartz explained to Farmer that the payment that the insurance company agreed to make (the "MedPay" payment) was to cover only actual out-of-pocket medical expenses and was not subject to a reduction for attorney fees.
20. When Swartz was briefly absent from his office in December 2014, a MedPay check in the amount of \$3,345.73, and payable to Farmer and Swartz, was delivered to the 90 North Nelson Road office.
21. After the check was delivered, respondent met with Farmer without Swartz present and without Swartz' knowledge or permission.
22. During that meeting, respondent and Farmer discussed the MedPay check.
23. On or about December 23, 2014 and after meeting with Farmer, respondent forged Swartz' signature on the back of the check and added his own signature.
24. Farmer endorsed the check.
25. On or about December 23, 2014, respondent deposited the \$3,345.73 MedPay check payable to Farmer and Swartz into his own account at JPMorgan Chase Bank (Acct. No. xxxxx0401).
26. On or about December 23, 2014, respondent wrote Farmer a personal check in the amount of \$1,115 from the same JPMorgan Chase Bank account into which he deposited the MedPay check.
27. On or about December 29, 2014, when Swartz first asked respondent about Farmer's MedPay check, respondent was evasive, refused to directly answer Swartz' questions, accused Swartz of bias, and told Swartz that Swartz was being "racist."

28. On December 30, 2014, respondent acknowledged to Swartz that he had deposited the check and falsely claimed that he signed the check as “Stanlee Culbreath, on behalf of Michael Swartz.”
29. Respondent falsely told Swartz that because Farmer was in the office badgering him for money, he gave 100% of the check’s proceeds to Farmer.
30. On or about December 31, 2014, Swartz learned from Farmer that respondent had only given her \$1,115, which is approximately one-third of the MedPay check amount.
31. On or about January 2, 2015 and because of respondent’s actions, Swartz moved out of the office at 90 North Nelson Road.
32. Between December 23, 2014 and January 7, 2015, respondent converted the remaining two-thirds of the funds from the MedPay check to his own use during a trip to Las Vegas, NV, by making cash ATM withdrawals, and by paying personal expenses through debits from the account.
33. On or about January 9, 2015, respondent obtained a cashier’s check in the amount of \$920 payable to Farmer.
34. On or about January 9, 2015 and unbeknownst to Swartz, Farmer accepted the \$920 check from respondent.
35. In accepting the \$920 check from respondent and without Swartz’s knowledge or consent, Farmer apparently agreed to forgo the remaining \$1,310.73 due to her from respondent in exchange for the payment of allegedly past due rent.

36. As set forth in Count One, respondent has violated the following Ohio Rules of Professional Conduct:

- 8.4(b) (it is professional misconduct for a lawyer to commit an illegal act that reflects adversely on the lawyer's honesty or trustworthiness);
- 8.4(c) (it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation); and,
- 8.4(h) (it is professional misconduct for a lawyer to engage in any other conduct that adversely reflects on the lawyer's fitness to practice law).

COUNT TWO
(MARVINETTA E. SCOTT)

37. In and about April 2015, Mansfield, Ohio resident Marvinetta E. Scott was looking to hire an attorney to represent her son, Kwame Scott ("Kwame"), in a criminal matter that was pending in Richland County, Ohio.

38. Scott and her daughter, Key'Erica Downs, discussed hiring an attorney to represent Kwame.

39. Downs was referred to respondent as a possible attorney for Kwame.

40. Because she worked in Columbus, Downs met with respondent on or about April 27, 2015 at the office located at 90 North Nelson Road.

41. Respondent and Downs discussed Kwame's case during the April 27, 2015 meeting.

42. During the April 27, 2015 meeting, respondent falsely told Downs that he was “retired” from practicing law and that his “cousin,” Attorney James Watson, would be handling the case for Kwame.
43. Respondent and Watson are not “cousins.”
44. On April 27, 2015, Downs paid respondent \$600 as and for “attorney fees” to represent Kwame.
45. Respondent gave Downs a receipt for the \$600 payment.
46. Respondent forged Watson’s signature on the receipt that he gave to Downs.
47. Shortly after Downs’ meeting with respondent, Scott and respondent spoke on the telephone.
48. Respondent falsely told Scott on more than one occasion that he was “retired,” that he “no longer practices law,” and that his “associates” would be “helping” Scott on her son’s case.
49. Respondent also told Scott not to “mention” his name as Kwame’s attorney because he had “retired.”
50. When Scott told respondent that she was dissatisfied with her son’s current attorney, Ben Kitzler, respondent advised Scott to terminate Kitzler’s representation.
51. At the time Scott scheduled her meeting with respondent, he advised her to bring various types of information with her including the printed docket sheets and other materials from Kwame’s pending case.

52. Scott and her mother, Lillian Scott, met with respondent at the 90 North Nelson Road office on May 15, 2015.
53. During the May 15, 2015 meeting, respondent falsely stated that his “associates” would be handling Kwame’s case.
54. On May 15, 2015, respondent falsely stated that Attorney Leo P. Ross would be representing Kwame.
55. On May 15, 2015, respondent falsely stated that Ross would contact Scott after the Memorial Day Holiday weekend.
56. On May 15, 2015, Scott paid respondent \$900, at which time respondent told Scott that his wife had “taken the receipt book.”
57. On May 15, 2015, respondent wrote Scott a “receipt” for \$900 on a yellow legal pad and signed “for Leo P. Ross” on the “receipt.”
58. Ross never agreed to represent Kwame nor did he authorize respondent to accept funds on his behalf.
59. Scott waited for Ross to contact her and when he did not, Scott called respondent to ask for Ross’ number. During that conversation, respondent falsely told Scott that Ross did not “like to have his number given out.”
60. Eventually, Scott contacted Ross and asked him for a refund of \$1,500.
61. The conversation when Scott asked Ross for a refund was the first time that Ross had heard of Scott and/or Kwame’s case.

62. Shortly after the conversation with Scott, Ross contacted respondent. It was at that time that respondent first asked Ross to represent Kwame in the pending case.
63. Respondent never gave Ross any of the funds that he received from Downs or Scott.
64. Neither Ross nor Watson occupy office space at the 90 North Nelson Road location.
65. On or about June 17, 2015, respondent prepared a “receipt” for Scott to sign falsely indicating that she received a refund of \$1,500 “[f]rom Attorney Leo Ross.”
66. The “receipt” prepared by respondent bears a heading titled “Law Office.”
67. It was respondent and not Ross who refunded \$1,500 to Scott on June 17, 2015.
68. Watson never agreed to represent Kwame nor did he authorize respondent to accept funds from Downs or from Scott on his behalf.
69. Respondent never gave Watson any funds that he received from Downs or Scott.
70. Respondent never spoke to Watson about Downs, Scott, or Kwame’s case.
71. In response to the grievance that Scott filed against him, respondent submitted false and misleading information to relator. To wit:
- a. Respondent falsely claimed that he told Downs that Leo Ross was an attorney “interested in handling” Kwame’s case but that Ross was currently unavailable to meet with her.

- b. Respondent falsely claimed that he told Downs that he “had no idea what Attorney Ross would charge” to take her brother’s case.
- c. Respondent falsely claimed that after his meeting with Downs, he met with Ross and asked him to contact Scott about Kwame’s case.
- d. Respondent falsely claimed that he gave the initial \$600 payment to Ross at the time he asked him to contact Scott.
- e. Respondent falsely claimed that Ross told him that he would need \$1,500 to “start the representation.”
- f. Respondent falsely claimed that after his May 15, 2015 meeting with Scott, he contacted Ross while Ross was out of town and told him that Scott had paid the \$900 balance due.
- g. Respondent falsely claimed that he gave the \$1,500 to Ross and that Ross returned the funds to respondent prior to June 17, 2015.

72. As set forth in Count Two, respondent has violated the following Ohio Rules of Professional Conduct:

- 5.5(a) (a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal professional in that jurisdiction);
- 8.1(a) (in connection with a disciplinary matter, a lawyer shall not knowingly make a false statement of material fact);
- 8.4(b) (it is professional misconduct for a lawyer to commit an illegal act that reflects adversely on the lawyer’s honesty or trustworthiness);

- 8.4(c) (it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation); and,
- 8.4(h) (it is professional misconduct for a lawyer to engage in any other conduct that adversely reflects on the lawyer's fitness to practice law).

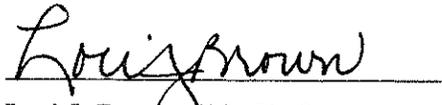
73. As set forth in Count Two herein, respondent has violated the Rules for the Government of the Bar of Ohio, to wit: Gov. Bar R.V(9)(G) (No attorney shall neglect or refuse to assist or testify in an investigation or hearing.)

WHEREFORE, relator submits that respondent, Stanlee E. Culbreath, should be found in violation of these Rules of Professional Conduct and be sanctioned appropriately.

Respectfully submitted,



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COUNSEL FOR RELATOR

CERTIFICATE

The undersigned Chairperson of the Certified Grievance Committee of the Columbus Bar Association hereby certifies that Terry K. Sherman, Esq., Lori J. Brown, Esq., and A. Alysha Clous, Esq., 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 warrant a hearing on such complaint.

Dated: 2/5/16

Signed: Lisa Pierce Reisz
Lisa Pierce Reisz, Esq., Chairperson
Certified Grievance Committee,
Columbus Bar Association