

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

RECEIVED

APR 27 2015

BOARD OF PROFESSIONAL CONDUCT

In re:
Complaint against

Carly L. Snavely, Esq.
16740 Park Circle Drive
Chagrin Falls, OH 44023

FILED

MAY 04 2015

BOARD OF PROFESSIONAL CONDUCT

No.

15 - 034 a a

Attorney Registration No. (0081569)

COMPLAINT AND CERTIFICATE

Respondent

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

Geauga County Bar Association
100 Short Court Street
P.O. Box 750
Chardon, OH 44024,

Relator

Now comes the relator, the sponsor of a duly certified grievance committee in the State of Ohio and pursuant to Rule V, Section 5(A) of the Supreme Court Rules for the Government of the Bar of Ohio, and alleges that respondent Carly L. Snavely (attorney registration number 0081569), who was admitted to the practice of law in the State of Ohio on January 19, 2007 and is subject to the Ohio Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio, is guilty of the following misconduct:

COUNT I

VIOLATION OF RULE 1.4(c)

**FAILURE TO PROVIDE NOTICE TO CLIENT - PROFESSIONAL LIABILITY
INSURANCE OR, IN THE ALTERNATIVE,
NON-COMPLYING NOTICE - PROFESSIONAL LIABILITY INSURANCE**

1. On or about February 25, 2013, William Russell retained respondent to represent him with regard to a criminal defense matter, specifically to defend Mr. Russell who had been arrested and charged with domestic violence in February 2013.

2. Respondent stated that, on February 25, 2013, respondent provided Mr. Russell with a written notice stating that respondent does not carry professional liability insurance.
3. Respondent stated that Mr. Russell signed the written notice in respondent's presence.
4. Respondent provided relator a photocopy of the written notice (please see attached Exhibit 1).
5. Despite repeated requests by relator, and respondent's agreement to do so, respondent failed to provide relator with the signed original of the written notice, so inspection and review of the original notice, if such an original exists, was not possible.
6. Mr. Russell stated that he was not provided the written notice and that he did not sign the written notice.
7. Initial inspection of the photocopy of the written notice which respondent did provide showed that Mr. Russell's signature may have been a reproduction of Mr. Russell's signature on a fee agreement by and between respondent and Mr. Russell which was in the possession of respondent (please see attached Exhibit 2).
8. A photocopy of the "no insurance" written notice respondent claims to have provided Mr. Russell, a photocopy of Exhibit 2, and a photocopy of the fee agreement by and between respondent and Mr. Russell that was in Mr. Russell's possession (please see attached Exhibit 3) were forwarded for forensic document analysis.
9. Forensic document analysis indicated that the signatures of Mr. Russell on both the "no insurance" written notice and the fee agreement that was in the possession of respondent are "not individual writings but the same writing."
10. As both respondent and Mr. Russell have stated that Mr. Russell signed the fee agreement that was in the possession of the respondent, and as Mr. Russell stated that was not

provided the written notice and that he did not sign the written notice, the signature purported to be Mr. Russell's signature on the written notice is believed to be a forgery under R.C. §2913.31(A)(2) and (3), a felony of the fifth degree.

11. Therefore, as the respondent did not provide the written notice to Mr. Russell, the respondent is in violation of Rule 1.4(c).
12. In the event that the respondent had actually provided the written notice in question to Mr. Russell, said written notice would have also violated Rule 1.4(c) due to its insufficient content.
13. The written notice provided by respondent fails to comply Rule 1.4(c) in that it does not reference Rule 1.4, was not signed by respondent, and fails to state the minimum amount of coverage required.
14. These acts of the respondent each violate Rule 1.4(c) as respondent: a) failed to provide the written notice to Mr. Russell; or, in the alternative, b) provided Mr. Russell with a non-complying "no insurance" written statement.

COUNT II
VIOLATION OF RULE 1.5(d)(3)
NON-COMPLYING FEE AGREEMENT

15. Relator realleges each and every allegation contained in the prior count as if fully rewritten herein.
16. Two originals of a fee agreement by and between Mr. Russell and respondent were executed on February 26, 2013.
17. One original of this fee agreement was retained by Mr. Russell (please see attached Exhibit 3).

18. The other original of this fee agreement was retained by respondent (please see attached Exhibit 2).
19. Despite inconsistencies and handwritten “corrections” to the fee agreement, neither Mr. Russell nor respondent dispute that the fee being charged Mr. Russell by respondent was Five Thousand Dollars (\$5,000.00).
20. Mr. Russell claims to have paid respondent a total of Five Thousand Dollars (\$5,000.00) of which Mr. Russell has provided receipts confirming payment of Three Thousand Five Hundred Dollars (\$3,500.00) (please see attached Exhibits 5 and 6).
21. Respondent stated that Mr. Russell only paid respondent Three Thousand Five Hundred Dollars (\$3,500.00).
22. The fee agreement states that the flat-fee is “non-refundable.”
23. Respondent stated that she considers “non-refundable” fees (including this fee paid by Mr. Russell) to be “earned upon receipt” fees.
24. Respondent stated to relator’s investigators that as she considered fees received from Mr. Russell to be earned upon receipt and “non-refundable,” respondent deposited these fees directly into her personal bank account.
25. Neither the written fee agreement between respondent and Mr. Russell nor any other writing provided by respondent to relator complies with Rule 1.5(d).
26. As the fee agreement did not include the language required by Rule 1.5(d)(3), and as no other writing was provided to relator’s investigators to show simultaneous notice of the required disclosure, respondent has violated Rule 1.5(d)(3).

COUNT III
VIOLATION OF RULES 1.15(a) and (c)
FAILURE TO MAINTAIN AN INTEREST ON LAWYERS TRUST ACCOUNT (IOLTA)

27. Relator realleges each and every allegation contained in the prior counts as if fully rewritten herein.
28. Respondent claims to have opened an Interest on Lawyer Trust Account (IOLTA) at the First National Bank of Pennsylvania on or about August 5, 2014.
29. Prior to August 5, 2014 respondent did not maintain an IOLTA.
30. Respondent did not hold Mr. Russell's advance payment separate from her own property and did not keep the funds "in a separate interest-bearing account in a financial institution authorized to do business in Ohio and maintained in the state where the lawyer's office is situated" as is required by Rule 1.15(a)
31. Respondent stated that she rarely represents clients in other than criminal proceedings and that in all of her criminal cases she charges flat "non-refundable" (earned upon receipt) fee, that such fees are hers upon receipt and therefore do not need to be deposited into a trust account.
32. Relator disagrees with respondent's interpretation of the advance payment and, as respondent did not comply with Rule 1.5(d)(3), as set forth above and relator contends that the funds should have been held in an IOLTA.
33. Therefore, relator contends that respondent violated Rules 1.15(a) and (c).

COUNT IV
VIOLATION OF RULE 1.15(e)
FAILURE TO SEGREGATE FUNDS IN DISPUTE

34. Relator realleges each and every allegation contained in the prior counts as if fully rewritten herein.
35. Mr. Russell stated, and respondent confirmed, that on or after July 26, 2013, Mr. Russell notified respondent via telephone that he did not want respondent to represent him anymore and that he wanted a refund of the fee he had paid respondent, thereby claiming an interest in the fee and placing the fee in dispute.
36. Respondent did not refund any portion of the fee in question.
37. On or about June 30, 2014, and despite respondent having told relator's investigators on June 3, 2014 that she did not track her time for cases as her fees are "non-refundable" (earned upon receipt), respondent provided Attorney Edward Brice (Mr. Russell's attorney at the time), a copy of an account statement for Mr. Russell's account (please see attached Exhibit 6).
38. This account statement indicates that respondent earned \$3,365.00 of the \$3,500.00 respondent claims Mr. Russell paid her.
39. Therefore, by her own admission, respondent comingled client funds that were in dispute by depositing them into her personal bank account(s) with her personal funds , as opposed to depositing them into a segregated IOLTA account.
40. Respondent did not hold the funds in question pursuant to Rule 1.15(a) as required by Rule 1.15(e) and did not take action to resolve the dispute, claiming that she and Mr. Russell were at an impasse.
41. Therefore, respondent violated Rule 1.15(e).

42. Mr. Russell stated to relator's investigators that respondent owes Mr. Russell restitution of no less than Three Thousand Five Hundred Dollars (\$3,500.00).
43. Respondent, by her own admission, has stated that she owes Mr. Russell a refund of no less than One Hundred Thirty-five Dollars (\$135.00).
44. Based on the statements of respondent and Mr. Russell, respondent owes Mr. Russell restitution.

COUNT V
VIOLATION OF RULE 1.16(a), (b), (c) and (e)
DECLINING OR TERMINATING REPRESENTATION

45. Relator realleges each and every allegation contained in the prior counts as if fully rewritten herein.
46. Respondent was retained by Mr. Russell in February 2013, represented the Mr. Russell at a preliminary hearing in Chardon Municipal Court on March 1, 2013 and thereafter filed a Designation of Trial Attorney with the Geauga County Court of Common Pleas on April 12, 2013 and a filed a Notice of Appearance in that court on May 13, 2013.
47. Respondent continued to represent Mr. Russell through July 17, 2013 at which point she failed to appear for a trial management conference (TMC).
48. On July 17, 2013, respondent was a patient of the inpatient treatment program at Glenbeigh - Rock Creek, a drug treatment facility.
49. Respondent stated that she contacted Mr. Russell via telephone prior to the July 17, 2013 TMC and told Mr. Russell that: (a) she would not be present at the TMC because she was in treatment, (b) Mr. Russell was still required to appear for the TMC, (c) the Court was

- aware of respondent's situation, and (d) the Court would continue the TMC and assign a new trial date.
50. Mr. Russell disputes this version of the telephone call.
 51. Mr. Russell stated that during this telephone call respondent stated that she was busy, and that when he mentioned all the money that he had paid to respondent, respondent said she would get another attorney to represent Mr. Russell at the TMC.
 52. No other attorney appeared to represent Mr. Russell at the July 17, 2013 TMC.
 53. Respondent never withdrew from the representation of Mr. Russell.
 54. On June 28, 2013, respondent was admitted to the Lutheran Hospital detoxification unit due to her heroin addiction.
 55. On July 4, 2014, respondent was discharged from the Lutheran Hospital detoxification unit and admitted to inpatient treatment at Glenbeigh - Rock Creek.
 56. Respondent's addiction to heroin, including but not limited to her admission to treatment on June 28, 2013, prevented her from: (a) effectively communicating with Mr. Russell, and (b) appearing to represent Mr. Russell at the July 17, 2013 TMC and demonstrated that respondent's physical or mental condition materially impaired respondent's ability to represent the client.
 57. Therefore, respondent was in violation of Rule 1.16(a).
 58. After July 26, 2013 Mr. Russell and respondent spoke via telephone.
 59. Respondent stated that during that telephone call she explained that she was still the attorney of record and would continue to represent Mr. Russell if Mr. Russell wished her to do so.
 60. Respondent stated that during this telephone call Mr. Russell was hostile towards her,

said that he did not want her services anymore and that he wanted a full refund of the money he had paid to her.

61. Respondent stated repeatedly that Mr. Russell “was very clear that he did not want [respondent’s] representation.”
62. Mr. Russell also stated to relator’s investigators that he had told respondent via telephone that he did not want her to represent him anymore.
63. Respondent also stated that during this telephone call she provided Mr. Russell with a number of referrals to other attorneys that Mr. Russell could contact if he wished.
64. During a June 3, 2014 interview, respondent stated to relator’s investigators that after the telephone call with Mr. Russell, she still considered herself the attorney of record for Mr. Russell’s case.
65. During an August 6, 2014 interview, respondent stated to relator that Mr. Russell had discharged her during the telephone call in question.
66. As respondent stated and Mr. Russell confirmed, Mr. Russell had told respondent that “he did not want her services anymore.” Such a statement required respondent to withdraw from representation under Rule 1.16(a)(3). As the Geauga County Court of Common Pleas Local Rule 16 sets forth a process counsel must follow to withdraw from a case, Rule 1.16(c) required respondent to follow that process.
67. Respondent failed to withdraw from representation as required and has therefore violated of Rules 1.16(a)(3) and 1.16(c).
68. Attorney Edward Brice filed a Notice of Representation/Substitution of Counsel on September 6, 2013 with regard to Mr. Russell’s case.
69. Sometime after September 6, 2013, respondent and Mr. Brice spoke via telephone.

70. According to Mr. Brice, respondent agreed to forward a copy of Mr. Russell's case file and an accounting of the fees paid to respondent, as well as a description of the efforts undertaken by respondent with regard to Mr. Russell's case.
71. On September 12, 2013, Mr. Brice sent a letter to Ms. Snavelly requesting an itemized statement with regard to the payments made to respondent by Mr. Russell and the work done by respondent on Mr. Russell's case (please see attached Exhibit 7).
72. Mr. Brice stated that he did not receive the case file.
73. Therefore respondent violated Rule 1.16(d) by not forwarding the copy of the case file to Mr. Brice.
74. During relator's investigators' initial interview of Mr. Russell, Mr. Russell stated that he paid relator the full Five Thousand Dollars (\$5,000.00) and that since respondent was in treatment for heroin addiction, failed to appear at the TMC, and because he thus had to hire another attorney to represent him with regard to his case, respondent did not earn the fee he paid her.
75. During relator's investigators' June 3, 2014 interview of respondent, respondent stated that as she considered the fee paid by Mr. Russell to be "earned upon receipt"; that she did not maintain time records for this case; and that she could therefore not produce an accounting.
76. On or about June 30, 2014, the respondent provided Mr. Brice an account statement detailing respondent's time spent on Mr. Russell's case, including telephone records with some line entries highlighted which respondent claims support the telephone hours detailed in the account statement.

77. Mr. Russell reviewed the telephone records and disputed that the telephone numbers highlighted in the telephone records were ever associated with, or used by, him.
78. Due to the dispute with regard to the account statement and telephone records provided to Mr. Brice by respondent, relator's investigators are unable to determine what portion of the fees, if any, paid to respondent by Mr. Russell were earned by respondent.
79. However, respondent's failure to appear at the TMC on July 17, 2013 and the fact that she struggled with a heroin addiction which necessitated inpatient treatment without computer or telephone access leads relator to believe that respondent was unable to effectively represent Mr. Russell, and that she thus violated Rule 1.16(e) by not refunding fees that she did not earn.
80. The respondent owes restitution to Mr. Russell.

COUNT VI
VIOLATION OF RULE 8.4(b) and (h)
LAWYER COMMITTED ILLEGAL ACTS, NAMELY USE AND POSSESSION OF
HEROIN AND FORGERY, THAT REFLECT ADVERSELY ON THE
LAWYER'S HONESTY OR TRUSTWORTHINESS

81. Relator realleges each and every allegation contained in the prior counts as if fully rewritten herein.
82. On August 6, 2013, a Bill of Information was filed against respondent detailing a one-count violation of R.C. §2925.11(A)(C)(6)(a), Possession of Heroin, a fifth degree felony (please see attached Exhibit 8).
83. On November 4, 2013, respondent pleaded guilty to Possession of Heroin in violation of R.C. §2925.11(A)(C)(6)(a), a fifth degree felony.

84. Respondent filed a motion for “Intervention in Lieu of Conviction” in accord with R.C. §2951.041 and the Geauga County Court of Common Pleas determined that respondent was eligible for such treatment in lieu of conviction and granted respondent’s motion.
85. As such, the court stayed all pending proceedings in respondent’s criminal case.
86. Pursuant to respondent’s plea agreement, the court placed respondent on a two (2) year period of rehabilitation pursuant to the intervention plan approved by the court which included: (a) intensive supervision until such time as the ISP director recommends transfer to basic supervision, (b) compliance with recommendations made to respondent, as part of her Glenbeigh drug treatment program, (c) respondent’s attendance at a minimum of three (3) twelve step meetings per week, (d) respondent’s maintaining a sponsor, and (e) respondent’s submission to random alcohol and drug testing.
87. As set forth in Count I of this Complaint, relator contends that respondent engaged in forgery as defined in R.C. §2913.31(A)(2) and (3), a felony of the fifth degree.
88. As respondent: (a) pleaded guilty to possession of heroin, a fifth degree felony, (b) was admittedly addicted to heroin while she was representing Mr. Russell, and that this addiction was the cause of her failing to appear at a trial management conference, and (c) has engaged in forgery, a fifth degree felony, the respondent committed illegal acts that reflect adversely on respondent’s honesty or trustworthiness and adversely reflects on respondent’s fitness to practice law.
89. Therefore, respondent’s conduct violated Rules 8.4(b) and 8.4(h).
90. The respondent’s conduct was egregious, in that the respondent: (a) forged her client’s signature, thereby committing a felony in an attempt to appear to comply with the Rule 1.4(c), and (b) while attempting to appear cooperative with relator, made statements of

dubious veracity to relator with regard to the respondent's conduct, stating that the written notice was signed by Mr. Russell in respondent's presence, and stating to relator that "*I hope the [relator] can see that based on how I did things I was not maliciously violating any rules or anything like that. I made attempts to do everything. I did not knowingly violate any rules. I was not trying to cut corners. I was not trying to get around anything. I was trying to do business legitimately.*"

91. Based in part on the respondent's questionable statements to the relator, relator also believes that that the respondent does not appreciate the gravity of her conduct, nor has she accepted full responsibility for her actions.

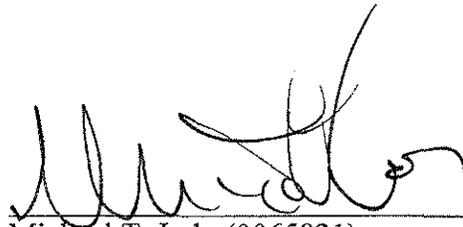
COUNT VII
VIOLATION OF RULE 8.4(a)
LAWYER VIOLATED THE OHIO RULES OF PROFESSIONAL CONDUCT

92. Relator realleges each and every allegation contained in the prior counts as if fully rewritten herein.
93. As described above, respondent violated Rules 1.4(c); 1.5(d)(3); 1.15(a) and (c); 1.15(e), 1.16(a), (b), (c) and (e); and Rules 8.4(b) and (h).
94. Therefore respondent violated Rule 8.4(a).

CONCLUSION

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

(Continued with signatures on following page.)



Michael T. Judy (0065821)
MICHAEL T. JUDY CO., L.P.A.
Geauga County Bar Association
Certified Grievance Committee
8228 Mayfield Road, Suite 6-B
Chesterland, OH 44026
(440) 729-7279
mike@mikejudylaw.com

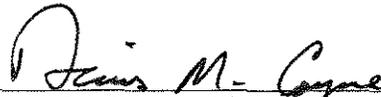


Dennis G. Wynne (0082022)
Geauga County Bar Association
Certified Grievance Committee
PO Box 972
Chardon, OH 44024
TEL: (216) 496-3382
FAX: (877) 631-5350
Email: dwynne@wynnelaw.net

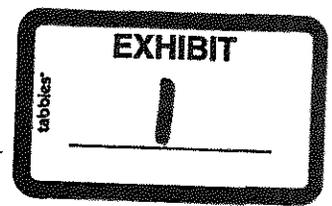
CERTIFICATE

The undersigned, Dennis M. Coyne, Chairman, Geauga County Bar Association Certified Grievance Committee, hereby certifies that Michael T. Judy and Dennis G. Wynne are 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.

Date: 7 DEC 2015



Dennis M. Coyne, Chairman
Gauga County Bar Association
Certified Grievance Committee



Carly L. Snavely
Attorney at Law

7383 Samuel Lord Drive, Chagrin Falls, Ohio 44023 • (216) 269-9676 • carlysnavelyesq@icloud.com

By signing this document, you are acknowledging that you have been advised that I, Carly L. Snavely, Esq. (OH BAR #0081569), do not currently carry professional liability insurance, a.k.a. malpractice insurance. By signing this document, you are also acknowledging that you still wish to retain me as your attorney despite being advised that I do not carry professional liability insurance. However, should the status of my professional liability insurance change at any time during the course of my representation, you shall be notified.

William Russell
William Russell

Date: 2-25-13



ATTORNEY FEE AGREEMENT

The undersigned, William Russell (hereinafter "Client") hereby requests the legal services of Carly L. Snavely, Esq. (hereinafter "Attorney") for representation concerning the following:

Geauga County Criminal Case:
(1) Felonious Assault - Domestic - FL
(2) Domestic Violence - FS

A flat, non-refundable fee of \$5,000.00 shall be paid by Client. Upon execution of this Agreement. Client is to pay \$2,000. Beginning April 1, 2013, Client agrees to pay \$500/month for six (6) months. Payment is due on the first day of each month.

The \$5,000 will cover everything up until trial. Should the case proceed to a trial, Client and Attorney will negotiate and execute a separate fee agreement pertaining for the cost of trial.

Client agrees that Attorney may retain co-counsel, and Attorney agrees that Client will be consulted concerning co-counsel and any fee arrangement with co-counsel prior to retention of or consultation with co-counsel by Attorney.

Attorney reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this Agreement by failing to pay Attorney's invoices, by failing to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render our continuing representation unlawful or unethical.

Should the case or matter be resolved prior to the entire fee being paid, Client is still obligated and agrees to pay according to the terms of this agreement.

You should be aware of an ethical requirement imposed on all Ohio attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court.

The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that Attorney has made no promises or guarantees to Client concerning the outcome of this representation and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

This Agreement pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorney. Any other matter will require a separate Agreement.

Client: William Russell

Date: 2-26-13

Print Name: William Russell

Attorney: Carly L. Snavely
Carly L. Snavely

Date: 2/26/13



ATTORNEY FEE AGREEMENT

The undersigned, William Russell (hereinafter "Client") hereby requests the legal services of Carly L. Snavey, Esq. (hereinafter "Attorney") for representation concerning the following:

Greauga County criminal case -
(1) Felonious Assault - Domestic - F1
(2) Domestic violence - F5

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Client: William Russell

Date: 2-26-13

Print Name: William Russell

Attorney: Carly L. Snavey
Carly L. Snavey

Date: 2/26/13

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P

Receipt for legal services

Client: William Russell

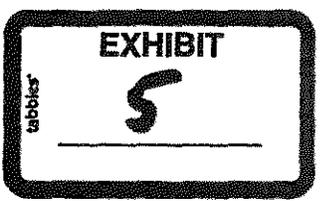
Attorney: Caryn Sharchy #0087569

Paid \$500 on 4/18/13

Paid: \$3000.00 to date
on \$5000.00 fee

Next payment due: June 1,
2013

Caryn Sharchy



State of Ohio v. William Russell

5/21/13 paid \$500.00

Total paid to date: \$3500.00

Total due: \$1500.00

Next payment due: 7/1/13

Conlypt. Swartz
#00815609

COPY



Carly L. Snavelly
Attorney at Law

7383 Samuel Lord Drive, Chagrin Falls, Ohio 44023 • (216) 269-9676 • carlysnavelyesq@icloud.com

William Russell

- **2013 CRA 00132/2013 CRA 00133**
- **13 C 000028**

Hours Spent Out of Court

- Phone calls – 322 minutes = 5.4 hours
- Meeting at Prosecutor’s Office – 1.2 hours
- In-person meetings (outside of court) – 6.2 hours
 - Meeting at my office/initial consultation – NO CHARGE
 - Meeting at Client’s Home 2/26/13 – 0.9 hours
 - Meeting at Client’s Home 3/13 – 1.7 hours
 - Meeting at my home 4/13 – 1.7 hours
 - Meeting at Client’s home 6/13 – 1.9 hours
- Motions Filed – 0.4 hours
 - Notice of Appearance and Request for Discovery - 0.4 hours

TOTAL OUT-OF-COURT HOURS: 13.2 hours

Hours Spent in Court

- Chardon Municipal Court Case: 2013 CRA 00132/2013 CRA 00133
 - Preliminary Hearing 3/1/13 – 0.9 hours
- Geauga County Court of Common Pleas Case: 13 C 000028
 - Initial Appearance/Arraignment 4/12/13 – 1.1 hours
 - Criminal Pretrial 5/21/13 – 0.9 hours

TOTAL IN-COURT HOURS: 2.9 hours

TOTAL OUT-OF-COURT HOURS x \$200/hour = 13.2 hours x \$200 = \$2,640

TOTAL IN-COURT HOURS x \$250/hour = 2.9 hours x \$250 = \$725

TOTAL EARNED: \$3,365

Newman & Brice, LPA

PAUL A. NEWMAN
pan126@aol.com
EDWARD T. BRICE
edbrice@windstream.net

ATTORNEYS AND COUNSELLORS AT LAW
214 EAST PARK STREET
CHARDON, OHIO 44024
(440) 286-9549
(440) 632-0333
FAX (440) 286-6814
E-MAIL nb@windstream.net

OF COUNSEL
DAVID W. JEVIKAR
dwj@windstream.net



September 12, 2013

Carly Snavely
7383 Samuel Lord Dr
Chagrin Falls, OH 44023

RE: State of Ohio vs William Russell
Case # 13 C 028

Dear Carly,

I am now representing Mr. William Russell in the above captioned matter.

Mr. Russell has advised me that he paid you a \$5,000.00 retainer. Please provide me with an itemized statement showing the amount that you received from Mr. Russell, your hourly rate, the amount of time that you put in this matter, what amount is due back to Mr. Russell from you, and when you would be satisfying that balance to him.

Thank you for your prompt attention and response.

Respectfully,

A handwritten signature in black ink, appearing to read "Edward T. Brice".

Edward T Brice

ETB/hh

c. William Russell



BILL OF INFORMATION

FILED
IN COMMON PLEAS COURT Crim. Rule 7(B)

2013 AUG -6 AM 11:42

13 C 000 119

THE STATE OF OHIO

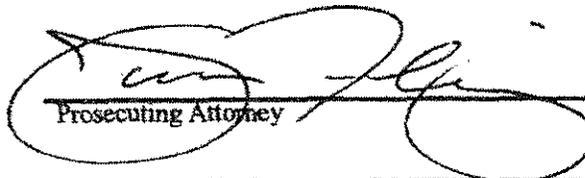
GEAUGA COUNTY, ss. DENISE M. KAMINSKI
CLERK OF COURTS
GEAUGA COUNTY

COURT OF COMMON PLEAS

I, James R. Flaiz, the Prosecuting Attorney of this County, says by way of information that, CARLY L. SNAVELY, 7383 Samuel Lord Drive, Chagrin Falls, Ohio, 44023, SSN: XXX-XX-5995; DOB: 09-01-1980, the Defendant, on or about June 26, 2013, did in this County violate R.C. 2925.11(A)(C)(6)(a), in that said defendant

did knowingly obtain, possess, or use a controlled substance, to-wit: the drug involved being heroin or a compound, mixture, preparation, or substance containing heroin, contrary to and in violation of R.C. 2925.11(A)(C)(6)(a), Possession of Heroin, a felony of the fifth degree.

Contrary to section 2925.11 of the Revised Code of Ohio, and against the peace and dignity of the State of Ohio.



Prosecuting Attorney

Asst. Prosecuting Attorney

VERIFICATION

The State of Ohio, Geauga County.

James R. Flairz

being duly sworn according to law, says

that he is the Prosecuting Attorney of said County and that the allegations and charges set forth in the within information are true as he verily believes.

Sworn to before me and subscribed in my presence this

5th day of August 2013

James R. Flairz

Clerk of the Common Pleas Court of said County

On this August 5th day of 2013

the within named Carly L. Snavelly

Defendant arraigned, and pleads guilty to this information

Clerk

Deputy

By

No. Crim. Doc. Page

COMMON PLEAS COURT

Geauga County, Ohio

THE STATE OF OHIO

vs.

Carly L. Snavelly

INFORMATION FOR

violation of R.C. 2925.11(A)(C)(6)(a)

Filed

Clerk of said Court

By

Deputy Clerk