

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

In re:

Complaint against

**Shawn Andrea Little, Esq.
100 East Campus View Boulevard,
Suite 250
Columbus, Ohio 43235**

No. _____

Attorney Registration No. (0055899)

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 11 2016

Relator.

BOARD OF PROFESSIONAL CONDUCT

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

1. Respondent, Shawn Andrea Little, was admitted to the practice of law in the state of Ohio on November 18, 1991. Respondent is subject to the Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.
2. At all times relevant to this complaint, respondent maintained an IOLTA. From 2007 through February 19, 2010, respondent maintained the account (No. XXXXX7265) at National City Bank. Because PNC Bank acquired National City Bank, PNC Bank has held the account (No. XX-XXXX-2873) at all times since February 20, 2010.
3. At all times relevant to this complaint, respondent was a sole practitioner whose practice consisted primarily of personal injury cases.

4. At all times herein, respondent failed to maintain client ledgers as required by Prof. Cond. Rule 1.15(a)(2). Respondent's failure to maintain adequate records made it difficult to determine the source and purpose of many of the transactions in her IOLTA.
5. Between 2007 and 2014, respondent misappropriated at least \$364,907.10 in settlement funds, as more fully described below.

COUNT ONE

6. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
7. Respondent's conduct, as alleged in Count One, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(a)(2) [A lawyer shall maintain a record for each client on whose behalf funds are held].

COUNT TWO

The Barnes, Fouse, and Meade Matters

8. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
9. After suffering an automobile accident in 2004, Ken Barnes, Vincent Fouse, and Eric Meade retained respondent and another attorney to represent them in their personal injury matters.
10. In or around December 2007, respondent settled her clients' claims with each client receiving at least \$4,100 and she deposited those funds into her IOLTA.
11. From the settlement proceeds, respondent paid \$484.06 in expenses per case, at least \$1,210 to each client, and approximately \$1,210 in attorney fees per case.
12. Respondent retained the balance of the funds—at least \$1,210 per client—for the payment of chiropractic liens; however, rather than repay those liens, respondent misappropriated \$5,953.23.

13. Respondent's conduct, as alleged in Count Two, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT THREE

The Pinter Matters

14. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
15. After suffering an automobile accident in February 2005, Lianna and Chris Pinter retained respondent and another attorney on a contingency basis to represent them in their personal injury matters.
16. In or around March 2008, respondent settled the matter for \$30,000.
17. Respondent deposited the \$30,000 settlement check into her IOLTA.
18. From the \$30,000 in settlement proceeds, respondent paid \$944.60 in expenses, \$9,278.65 to the Pinters, and \$9,245.50 in attorney fees.
19. Respondent retained the balance—\$10,531.25—to pay the liens of medical providers; however, rather than pay one of the medical providers, respondent misappropriated the \$2,118 that was owed to him.
20. Respondent's conduct, as alleged in Count Three, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof.

Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT FOUR

The Riley Matter

21. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
22. Prior to 2008, Kristen Riley retained respondent to represent her in her personal injury matter.
23. In or around August 2008, respondent settled the matter for \$18,500.
24. On August 18, 2008, respondent deposited the \$18,500 settlement check into her IOLTA.
25. From the \$18,500 in settlement proceeds, respondent paid \$268.34 in expenses, \$7,299.98 to Riley, and \$6,166 in attorney fees.
26. Respondent retained the balance—\$4,765.68—to pay a medical lien in favor of Novacare; however, rather than pay Novacare, respondent misappropriated the \$4,765.68.
27. Respondent's conduct, as alleged in Count Four, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT FIVE

The Carl Matter

28. Paragraphs 1 through 5 are incorporated as if fully alleged herein.

29. After suffering an automobile accident in July 2005, Chad Carl retained respondent and another attorney on a contingency basis to represent him in his personal injury claim.
30. In or about August 2008, respondent settled the matter for \$33,000.
31. On August 29, 2008, respondent deposited the \$33,000 settlement check into her IOLTA.
32. From the \$33,000 in settlement proceeds, respondent paid \$1,171.47 in expenses, \$23,000 to Carl, and \$7,904.20 in attorney fees.
33. Respondent retained the balance—\$924.33—to pay a Medicaid lien; however, rather than pay Medicaid, respondent misappropriated the \$924.33.
34. Respondent's conduct, as alleged in Count Five, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT SIX

The *Wells* Matters

35. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
36. On August 29, 2006, Chris and Leena Wells retained respondent on a contingency basis to represent them in a personal injury matter arising out of an automobile accident.
37. In or around November 2008, respondent settled the matters for \$14,000.
38. On November 28, 2008, respondent deposited the \$14,000 settlement check into her IOLTA.
39. From the \$14,000 in settlement proceeds, respondent paid \$731.61 in expenses, \$5,605.34 to the Wells, and \$2,375 in attorney fees.

40. Respondent retained the balance—\$5,288.05—to pay the liens of various medical providers; however, rather than pay those liens, respondent misappropriated the \$5,288.05.
41. In May 2010, respondent misappropriated a portion of the settlement funds from another client—Caudill—to repay \$4,071.59 to various lienholders via check nos. 1314-1317, and 1319, which were drawn on respondent's IOLTA (See paragraphs 59-63).
42. Respondent's conduct, as alleged in Count Six, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT SEVEN

The *Dann* Matter

43. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
44. On February 18, 2008, Gregory Dann retained respondent on a contingency basis to represent him in a personal injury matter arising out of an injury he sustained as a result of an automobile accident.
45. In or about January 2009, respondent settled the matter for \$7,500.
46. On January 30, 2009, respondent deposited the \$7,500 settlement check into her IOLTA.
47. From the \$7,500 in settlement proceeds, respondent paid \$225 in expenses, \$3,125 to Dann, which was meant to compensate the client and be used to pay a portion of the medical liens, and \$2,000 in attorney fees.

48. Respondent retained the balance—\$2,150—to pay a chiropractor’s lien; however, rather than pay the chiropractor, respondent misappropriated the \$2,150.
49. Respondent’s conduct, as alleged in Count Seven, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT EIGHT

The Baker Matter

50. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
51. After suffering an injury on commercial property in June 2005, Diana Baker retained respondent and another attorney on a contingency basis to represent her in her personal injury claim.
52. In or around June 2009, respondent settled the matter for \$10,000.
53. On June 22, 2009, respondent deposited the \$10,000 settlement check into her IOLTA.
54. From the \$10,000 in settlement proceeds, respondent paid \$1,073.74 in expenses,¹ \$4,610 to Baker, and \$1,500 in attorney fees.
55. Respondent retained the balance—\$2,816.26—to pay both a \$780 Medicaid lien and the \$1,536.26 fee owed to the other attorney; however, rather than pay Medicaid and the

¹ Respondent was entitled to a total \$1,537.48 in expenses and \$1,536.26 in fees. However, respondent only reimbursed herself for \$1,073.74 in expenses and only took \$1,500 in fees, leaving \$500 in funds to which respondent was entitled.

other attorney, respondent misappropriated \$2,316.26² of those funds, using a portion of the funds to repay the chiropractic lien described in paragraph 48.

56. On July 27, 2010, respondent misappropriated a portion of the settlement funds from another client—Caudill—to repay the \$1,536.26 to the other attorney via check no. 1307, which was drawn on respondent's IOLTA (See paragraphs 59-63).
57. Respondent's conduct, as alleged in Count Eight, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT NINE

The Caudill Matter

58. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
59. After suffering an automobile accident in September 2006, Joyce Caudill retained respondent on a contingency basis to represent her in her personal injury claim.
60. In or around September 2009, respondent settled the matter for \$625,000.
61. On September 15, 2009, respondent deposited the \$625,000 settlement check into her IOLTA.
62. From the \$625,000 in settlement proceeds, respondent paid \$74,215.94 in expenses, \$266,472.06 to Caudill, and \$208,312 in attorney fees.

² As stated in footnote 1, respondent was entitled to an additional \$500 that she did not take. That figure accounts for the difference between the amount respondent retained and the amount respondent misappropriated.

63. Respondent retained the balance—\$76,000—to pay a \$16,000 Medicaid lien and any other potential liens that were unknown at the time of the settlement; however, rather than pay the Medicaid lien and hold the remaining the funds in trust, respondent misappropriated the \$76,000.
64. In or about September 2013 and January 2014, Caudill contacted respondent seeking the release of her remaining settlement funds. Respondent lied to Caudill, stating that she was waiting both to receive the final amount of the lien from Medicaid and to verify if there were any other outstanding liens. Following each of those conversations, respondent provided Caudill with small disbursements, check no. 1649 for \$590 and check no. 1656 for \$600, respectively.
65. Respondent's conduct, as alleged in Count Nine, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TEN

The Helmick Matters

66. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
67. After suffering an automobile accident in or around November 2006, Lori Luther, and Randall Helmick retained respondent and another attorney on a contingency basis to represent them in their personal injury claims.
68. In or around December 2010, respondent settled the matters for a total of \$64,260, including interest, since the parties had agreed that the settlement funds would be paid in

installments. Respondent received installment payments from the defendants from December 2010 through November 2011.

69. Upon receipt, respondent deposited each installment check into her IOLTA.
70. From the \$64,260 in settlement proceeds, respondent paid \$682.47 in expenses, \$22,799.70 to the Helmicks, and \$18,001.76 in attorney fees.
71. Respondent retained the balance—\$22,776.07—to pay various liens from medical providers; however, rather than pay all of the liens, respondent misappropriated \$8,295.07.
72. Respondent's conduct, as alleged in Count Ten, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT ELEVEN

The *Ruth* Matter

73. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
74. After suffering an automobile accident in November 2004, Ashley Ruth retained respondent and another attorney on a contingency basis to represent her in her personal injury claim.
75. In or around September 2011, respondent settled the matter for \$450,000.
76. The insurer paid a \$9,109.81 lien, leaving \$440,890.19 in settlement proceeds, which respondent deposited into her IOLTA on September 12, 2011.

77. From the \$440,890.19 in settlement proceeds, respondent should have disbursed \$281,951.79 to Ruth; however, respondent only disbursed \$281,451.79 resulting in a misappropriation of \$500.
78. Additionally, respondent was entitled to \$75,000 in fees; respondent failed to promptly withdraw her entire fee resulting in the commingling of funds. Respondent only withdrew \$43,899 in fees attributed to the *Ruth* matter, leaving \$31,101 of respondent's funds in her IOLTA.
79. Respondent's conduct, as alleged in Count Eleven, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(a) [A lawyer shall hold property of clients or third persons separate from the lawyer's own property]; Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TWELVE

The *Greene* Matter

80. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
81. After sustaining an injury while working for his employer, Pennant Motors, Inc., in March 2005, Greg Greene retained respondent and another attorney on a contingency basis to represent him in his personal injury matter.
82. In or around November 2011, respondent settled the matter for \$70,000.
83. On November 16, 2011, respondent deposited the \$70,000 settlement check into her IOLTA.

84. From the \$70,000 in settlement proceeds, respondent paid \$9,640.88 in expenses, \$20,119.70 to Greene's estate, and \$20,119.70 in attorney fees.
85. Respondent retained the balance—\$20,119.70—to pay the Bureau of Workers' Compensation lien; however, rather than pay the BWC, respondent misappropriated the \$20,119.70.
86. On September 10, 2012, respondent misappropriated a portion of the settlement funds from another client—McIntire—to repay the \$20,119.70 to the BWC via check no. 1587, which was drawn on respondent's IOLTA (See paragraphs 110-114).
87. Respondent's conduct, as alleged in Count Twelve, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT THIRTEEN

The *Hisle* Matter

88. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
89. After suffering an automobile accident in August 2008, Colleen Hisle retained respondent and another attorney on a contingency basis to represent him in his personal injury matter.
90. In or around November 2011, respondent settled the matter for \$37,500.
91. On November 17, 2011, respondent deposited the \$37,500 settlement check into her IOLTA.

92. From the \$37,500 in settlement proceeds, respondent paid \$16,925.96 in expenses, \$9,071.49 to Hisle, and \$12,498.75 in attorney fees.
93. Respondent misappropriated \$3.80 when she failed to pay one of the medical provider's liens.
94. Respondent's conduct, as alleged in Count Thirteen, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT FOURTEEN

The Boyd Matter

95. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
96. After suffering an automobile accident in or about October 2008, James Boyd retained respondent on a contingency basis to represent him in his personal injury matter.
97. In or around November 2011, respondent settled the matter for \$25,673.88.
98. On November 17, 2011, respondent deposited the \$25,673.88 settlement check into her IOLTA.
99. From the \$25,673.88 in settlement proceeds, respondent paid \$1,277.95 in expenses, \$11,000 to Boyd, and \$8,557.10 in attorney fees.
100. Respondent retained the balance—\$4,838.83—to pay various liens from medical providers; however, rather than pay those liens, respondent misappropriated the \$4,838.83.

101. Respondent's conduct, as alleged in Count Fourteen, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT FIFTEEN

The Sellers Matters

102. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
103. After suffering injuries, Tony and Cynthia Sellers retained respondent and another attorney on a contingency basis to represent them in their personal injury matters.
104. In or around December 2011, respondent settled the matter for \$26,327.
105. On November 16, 2011, respondent deposited the \$26,327 settlement check into her IOLTA.
106. From the \$26,327 in settlement proceeds, respondent paid \$16,352.02 to the Sellers.
107. Respondent retained the balance—\$9,974.98—to pay the liens of various medical providers; however, rather than pay all of the liens, respondent misappropriated \$3,083.99 of those funds. Respondent did not charge a fee in this matter.
108. Respondent's conduct, as alleged in Count Fifteen, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT SIXTEEN

The McIntire Matters

109. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
110. After suffering an automobile accident in August 2010, Corinne, Matt, and Kathy McIntire retained respondent and another attorney on a contingency basis to represent them in their personal injury claims.
111. In or around February 2012, respondent settled the matters for \$637,500.
112. On February 7, 2012, respondent deposited the \$637,500 settlement check into her IOLTA.
113. From the \$637,500 in settlement proceeds, respondent paid \$12,869.21 in expenses, \$207,659.52 to the McIntires, and \$207,659.52 in attorney fees.
114. Respondent retained the balance—\$209,311.75—to pay various liens and expenses; however, respondent failed to pay a \$205,867.66 lien. Rather than pay that lien, respondent misappropriated \$201,048.43 of those funds.
115. Respondent's conduct, as alleged in Count Sixteen, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT SEVENTEEN

The Rogers Matter

116. Paragraphs 1 through 5 are incorporated as if fully alleged herein.

117. After suffering an automobile accident in July 2008, Charles Rogers retained respondent and another attorney on a contingency basis to represent him in his personal injury claim.
118. In or around April 2012, respondent settled the matter for \$15,312.
119. On April 2, 2012, respondent deposited the \$15,312 settlement check into her IOLTA.
120. From the \$15,312 in settlement proceeds, respondent paid \$621.92 in expenses, \$2,000 to Rogers, and \$2,000 in attorney fees.
121. Respondent retained the balance—\$10,690.08—to pay several liens from medical providers. Of that amount, respondent misappropriated \$690.08.
122. Respondent's conduct, as alleged in Count Seventeen, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT EIGHTEEN

The Britton-Hall Matter

123. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
124. After suffering an automobile accident in December 2010, Karen Britton-Hall retained respondent and another attorney on a contingency basis to represent her in her personal injury matter.
125. In or around June 2012, respondent settled the matter for \$100,000.
126. The insurer directly paid a \$12,517.61 Medicaid lien prior to disbursing the settlement funds, leaving \$87,482.39 owed to Britton-Hall. On November 16, 2011, respondent deposited the \$87,482.39 settlement check into her IOLTA.

127. From the \$87,482.39 in settlement proceeds, respondent paid \$536.72 in expenses, \$20,014.99 to Britton-Hall, and \$33,330 in attorney fees.
128. Respondent retained the balance—\$33,600.68—to pay various liens. Of that amount, respondent misappropriated \$1,136.25.
129. Respondent's conduct, as alleged in Count Eighteen, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT NINETEEN

The Harris Matter

130. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
131. After suffering an injury in July 2009, Shirley Harris retained respondent and another attorney on a contingency basis to represent her in her personal injury claim.
132. In or around August 2012, respondent settled the matter for \$8,000.
133. On August 22, 2012, respondent deposited the \$8,000 settlement check into her IOLTA.
134. From the \$8,000 in settlement proceeds, respondent paid \$998.88 in expenses, \$2,717.66 to Harris, and \$2,717.66 in attorney fees.
135. Respondent retained the balance—\$1,565.80—to pay the liens of various medical providers; however, rather than pay those liens, respondent misappropriated the \$1,565.80.
136. Respondent's conduct, as alleged in Count Nineteen, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds

belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TWENTY

The Floyd Matter

137. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
138. After suffering an automobile accident in October 2008, Linda Floyd retained respondent and another attorney on a contingency basis to represent her in her personal injury matter.
139. In or around August 2012, respondent settled the matter for \$15,000.
140. The insurer directly paid a \$4,000 lien from the Bureau of Workers' Compensation, leaving \$11,000 in settlement funds owed to Floyd. On August 24, 2012, respondent deposited the \$11,000 settlement check into her IOLTA.
141. From the \$11,000 in settlement proceeds, respondent paid \$2,144.51 in expenses, \$4,003.96 to Floyd, and \$4,003.95 in attorney fees.
142. Respondent retained the balance—\$847.58—to pay an insurance lien; however, rather than pay the lien, respondent misappropriated the \$847.58.
143. Respondent's conduct, as alleged in Count Twenty, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TWENTY-ONE

The Szymczak Matter

144. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
145. After suffering an injury in July 2008, Erin and Joseph Szymczak retained respondent on a contingency basis to represent them in their personal injury matters.
146. In or around March 2013, respondent settled the matter for \$14,000.
147. On March 28, 2013, respondent deposited the \$14,000 settlement check into her IOLTA.
148. From the \$14,000 in settlement proceeds, respondent paid \$1,068.65 in expenses, \$4,500 to the Szymczaks, and \$4,431.35 in attorney fees.
149. Respondent retained the balance—\$4,000—to pay the health insurer's lien; however, rather than pay the insurer, respondent misappropriated the \$4,000.
150. Respondent's conduct, as alleged in Count Twenty-One, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TWENTY-TWO

The Colander Matter

151. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
152. After suffering an injury in April 2007, Veronica Colander retained respondent on a contingency basis to represent her in her personal injury claim.
153. In or around May 2013, respondent settled the matter for \$15,000.
154. On May 21, 2013, respondent deposited the \$15,000 settlement check into her IOLTA.

155. From the \$15,000 in settlement proceeds, respondent paid \$416.01 in expenses, \$2,500 to Colander, and \$2,016.07 in attorney fees.
156. Respondent retained the balance—\$10,067.92—to pay the liens of various medical providers; however, rather than pay those liens, respondent misappropriated the \$10,067.92.
157. Respondent's conduct, as alleged in Count Twenty-Two, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TWENTY-THREE

The Rhodes Matter

158. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
159. After suffering an automobile accident in December 2012, Teneasha Rhodes retained respondent on a contingency basis to represent her in her personal injury claim.
160. In or around December 2013, respondent settled the matter for \$22,000.
161. The insurer paid a lien directly, leaving \$16,500 in settlement funds owed to Rhodes. Respondent received those funds in three installments that she deposited into her IOLTA on December 30, 2013, January 13, 2014, and January 15, 2014, respectively.
162. From the \$16,500 in settlement proceeds, respondent paid \$8,974.84 to Rhodes and \$6,732 in attorney fees.
163. Respondent retained \$75.68 to pay the liens from two medical providers; however, rather than pay those liens, respondent misappropriated the \$75.68.

164. Respondent's conduct, as alleged in Count Twenty-Three, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TWENTY-FOUR

The Crosiar Matter

165. Paragraphs 1 through 5 are incorporated as if fully alleged herein.
166. After suffering an automobile accident in March 2012, Trudy and James Crosiar retained respondent on a contingency basis to represent them in their personal injury matters.
167. In or around February 2014, respondent settled the matters for \$60,500.
168. On February 27, 2014, respondent deposited the \$60,500 settlement check into her IOLTA.
169. From the \$60,500 in settlement proceeds, respondent paid \$1,780.96 in expenses, \$30,000 to Rhodes and \$19,601.29 in attorney fees.
170. Respondent retained the balance—\$9,117.75—to pay the liens of two medical providers; however, rather than pay those liens, respondent misappropriated the \$9,117.75.
171. Respondent's conduct, as alleged in Count Twenty-Four, violated the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 1.15(d) [Upon receiving funds belonging to a client or a third person, a lawyer shall promptly notify the client or third person and promptly deliver any funds the client or third person is entitled to receive]; and, Prof. Cond. Rule 8.4(c) [A lawyer shall not engage in any conduct involving dishonesty, fraud, deceit, or misrepresentation].

COUNT TWENTY-FIVE

172. Paragraphs 1 through 171 are incorporated as if fully alleged herein.

173. Respondent’s conduct, as alleged in Count Twenty-Five, was sufficiently egregious, was committed over a lengthy period of time, and, as a result, violates the Ohio Rules of Professional Conduct, specifically, Prof. Cond. Rule 8.4(h) [A lawyer shall not engage in any conduct that adversely reflects on the lawyer’s fitness to practice law].

Summary of Respondent’s Misappropriation and Restitution

174. Respondent has repaid some of the \$364,907.10 of misappropriated funds, but she still owes \$104,989.65 in restitution.

175. Below is a table summarizing the aforementioned settlements, the amounts of misappropriation, and the amounts of restitution:

Client Name	Date of Settlement Deposit	Amount of misappropriation	Amount of Restitution Paid to Date (As of 04/08/16)	Amount of Restitution Still Outstanding (As of 04/08/16)
Ken Barnes, et al.	2007	\$5,953.23	\$5,953.23	\$0
Pinter	March 2008	\$2,118	\$2,118	\$0
Riley	August 18, 2008	\$4,765.68	\$0	\$4,765.68
Carl	August 28, 2008	\$924.33	\$0	\$924.33
Wells	November 28, 2008	\$5,288.05	\$5,288.05	\$0
Dann	January 30, 2009	\$2,150	\$2,000	\$150
Baker	June 22, 2009	\$2,316.26	\$1,536.26	\$780
Caudill	September 15, 2009	\$76,000	\$27,920.59	\$51,079.41

Helmick	December 15, 2010 through November 16, 2011	\$8,295.74	\$0	\$8,295.07
Ruth	September 12, 2011	\$500	\$500	\$0
Greene	November 16, 2011	\$20,119.70	\$20,119.70	\$0
Hisle	November 17, 2011	\$3.80	\$3.80	\$0
Boyd	November 17, 2011	\$4,838.83	\$0	\$4,838.83
Sellers	December 16, 2011	\$3,083.99	\$0	\$3,083.99
McIntire	February 7, 2012	\$201,048.43	\$176,700	\$24,348.43
Rogers	April 2, 2012	\$690.08	\$0	\$690.08
Britton	June 26, 2012	\$1,136.25	\$0	\$1,136.25
Harris	August 22, 2012	\$1,565.80	\$1,565.80	\$0
Floyd	August 24, 2012	\$847.58	\$0	\$847.58
Szymczak	March 28, 2013	\$4,000	\$0	\$4,000
Colander	May 21, 2013	\$10,067.92	\$10,067.92	\$0
Rhodes	December 30, 2013	\$75.68	\$75.68	\$0
Crosiar	February 27, 2014	\$9,117.75	\$9,067.75	\$50

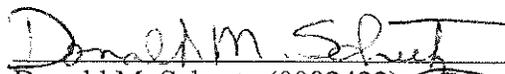
CONCLUSION

Wherefore, pursuant to Gov. Bar R. V, the Code of Professional Responsibility and the 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.



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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 Donald M. Scheetz 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: April 11, 2016



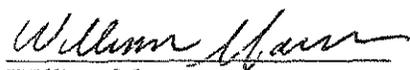
Scott J. Drexel, Disciplinary Counsel

Waiver of Probable Cause

The Office of Disciplinary Counsel has informed me of its intent to file a formal complaint against my client, Shawn Little, with the Board of Professional Conduct in March 2016. Under Gov. Bar R.V(11)(A), I understand that the Board must make a finding of probable cause before certifying the complaint.

Pursuant to Gov. Bar. R. V(11)(B), I hereby waive probable cause and accept certification.

Signed on this 7th day of March, 2016.



William Mann

Attorney Registration Number (0024253)

Counsel for Shawn Little