

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

SEP 16 2016

In re:

Complaint against

BOARD OF PROFESSIONAL CONDUCT

**William Lawrence Summers, Esq.**  
21245 Lorain Road #200  
Cleveland, OH 44126

16 - 042 a a

No. \_\_\_\_\_

Attorney Registration No. (0013007)

**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

**Relator.**

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

1. Respondent, William Lawrence Summers, was admitted to the practice of law in the state of Ohio on November 8, 1969. Respondent is subject to the Code of Professional Responsibility, the Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.
2. Effective March 22, 2012, the Supreme Court suspended respondent from the practice of law for six months for violating Prof. Cond. Rules 1.5(a) [prohibiting a lawyer from making an agreement for, charging, or collecting an illegal or clearly excessive fee]; 1.16(e) [requiring a lawyer to promptly refund any unearned fee upon the lawyer's withdrawal from employment]; and 8.4(a) [prohibiting a lawyer from engaging in

conduct that adversely reflects on the lawyer's fitness to practice law]. *Disciplinary Counsel v. Summers*, 131 Ohio St.3d 467, 2012-Ohio-1144, 967 N.E.2d 183. He was reinstated to the practice of law on December 6, 2012.

3. On or about March 26, 2013, Jamie Melvin contacted respondent for representation relative to a criminal investigation.
4. On March 28, 2013, Mr. Melvin paid respondent a retainer of \$50,000 and, on respondent's advice, entrusted respondent with an additional \$186,250 to be held in his IOLTA for safekeeping. That same day, a total of \$236,250 of Mr. Melvin's funds were deposited into respondent's IOLTA with Citizens Bank.
5. At the time the funds were deposited, respondent's IOLTA held only one cent. Therefore, it held no client funds other than the funds belonging to Mr. Melvin.
6. On March 29, 2013, respondent and Mr. Melvin executed a fee agreement for a \$50,000 retainer but the retainer was not designated as "nonrefundable" or "earned upon receipt." The retainer was to be billed against in increments of one quarter of an hour at a rate of \$400 per hour and bills were to be issued "periodically, often monthly."
7. On March 29, 2013, two days after he was retained, respondent withdrew \$10,000 of Mr. Melvin's funds from respondent's IOLTA and transferred an additional \$10,000 to respondent's business checking account.
8. On April 1, 2013, five days after he was retained, respondent transferred \$40,000 of Mr. Melvin's funds from respondent's IOLTA to respondent's business checking account.
9. On April 8, 2013, Mr. Melvin requested an accounting of his funds and received a list of disbursements from respondent's wife, Barbara Summers.
10. From March 28, 2013 to May 24, 2013, no other funds were deposited into respondent's

- IOLTA. On May 24, 2013, respondent withdrew the remaining balance of \$130,165.01 and closed the Citizens Bank IOLTA.
11. On May 25, 2013, Mr. Melvin requested another accounting of his funds. Respondent did not provide an accounting, but returned \$15,000 of Mr. Melvin's funds to him.
  12. On May 26, 2013, Mr. Melvin again requested an accounting of his funds and of respondent's fees, but respondent did not provide the requested information.
  13. On May 31, 2013, respondent represented to Mr. Melvin that an accounting of fees and expenses was forthcoming.
  14. In response to Mr. Melvin's repeated inquiries in June 2013, respondent again represented to Mr. Melvin that an accounting of fees and expenses was forthcoming.
  15. On July 2, 2013, respondent opened a new IOLTA at Huntington Bank and deposited \$100.
  16. On July 5, 2013, respondent deposited \$85,100 into the new Huntington IOLTA.
  17. On the same day, Mr. Melvin met with respondent to discuss the accounting that respondent previously promised. However, no accounting was provided by respondent.
  18. Approximately one week later, Mr. Melvin again met with respondent regarding the accounting and return of his funds, but no accounting was provided. By this point, respondent's representation of Mr. Melvin had ceased.
  19. Contrary to the language of the fee agreement, respondent never issued a bill to Mr. Melvin.
  20. On October 8, 2013, respondent sent correspondence to Mr. Melvin providing a refund of \$73,565 and a general estimate of the time he had spent on Mr. Melvin's case. The general estimate lacked any recitation of the tasks completed on Mr. Melvin's behalf or

the length of time devoted to each task.

21. By removing unearned fees from his IOLTA, including his withdrawal of the entire retainer within one week after the representation began, respondent violated Prof. Cond. Rule 1.15(c) [A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be to be withdrawn by the lawyer only as fees are earned or expenses incurred].
22. By failing to account for and timely return Mr. Melvin's funds upon termination of the representation, respondent violated Prof. Cond. Rule Prof. Cond. Rule 1.16(e) [A lawyer who withdraws from employment shall refund promptly any part of a fee paid in advance that has not been earned].

### CONCLUSION

Wherefore, pursuant to Gov. Bar R. V 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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Scott J. Drexel (0091467)  
Disciplinary Counsel  
*Relator*



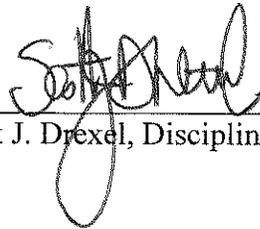
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*Counsel for Relator*

**CERTIFICATE**

The undersigned, Scott J. Drexel, Disciplinary Counsel, of the Office of Disciplinary Counsel of the Supreme Court of Ohio hereby certifies that Audrey E. Varwig 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: September 16, 2016



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Scott J. Drexel, Disciplinary Counsel

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

**In re:**

**Complaint against**

**Case No. B6-0519**

**FILED**

**SEP 16 2016**

BOARD OF PROFESSIONAL CONDUCT

**William Lawrence Summers, Esq.**  
75 Public Square  
Suite 1425  
Cleveland, OH 44113  
Attorney Reg. No. 0013007

**Respondent,**

**WAIVER OF DETERMINATION  
OF PROBABLE CAUSE  
(Rule V(11)(B) 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

**Relator.**

Pursuant to the provisions of Rule V(11)(B) of the Supreme Court Rules for the Government of the Bar of Ohio, respondent, William Lawrence Summers, by and through his attorney, Henry Louis Sirkin, stipulates that there is probable cause for the filing of a Complaint in the above-referenced proceeding and hereby waives the determination of probable cause by a Probable Cause Panel of the Board of Professional Conduct.

Dated: August 18<sup>th</sup>, 2016

By:   
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*Attorney for Respondent*