

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

RECEIVED

JUL 27 2016

IN RE:

COMPLAINT AGAINST

BOARD OF PROFESSIONAL CONDUCT

Tamara D. Parkin, Esq.  
Attorney Registration No. 0082454  
181 Riverside Place  
Akron OH 44310

FILED

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

16 - 053

RESPONDENT

NOV 04 2016

COMPLAINT AND CERTIFICATE

BOARD OF PROFESSIONAL CONDUCT

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

Akron Bar Association  
57 South Broadway Street  
Akron, Ohio 44308

RELATOR.

Now comes the Relator and alleges that Tamara D. Parkin, an Attorney at Law,  
Registration No. 0082454, duly admitted to the practice of law in the State of Ohio, has engaged  
in the following misconduct:

**PARTIES**

1. The Akron Bar Association ("Relator"), is a Certified Grievance Committee under Gov. Bar R. V(3)(C). Relator has been authorized by the Board of Professional Conduct for the Supreme Court of the State of Ohio to investigate allegations of misconduct by attorneys and initiate complaints as a result of investigations under the provisions of the Rules for the Government of the Bar as promulgated in the State of Ohio.
2. Tamara D. Parkin ("Respondent") was admitted to the practice of law in the state of Ohio on November 5, 2007. Respondent is subject to the Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.

3. On or about September 3, 2015, Relator received a grievance from Sieada Salaam (“Salaam”), a former client of Respondent.
4. On or about January 25, 2016, Relator received a grievance from Jennifer Bartoletta (“Bartoletta”), a former client of Respondent.
5. On or about April 13, 2016, Relator received a grievance from David Starkey (“Starkey”), a former client of Respondent.
6. On or about April 20, 2016, Relator received a grievance from James Christner (“Christner”), a former client of Respondent.
7. On or about April 20, 2016, Relator received a grievance from Daniel Albright (“Albright”), a former client of Respondent.
8. On or about June 8, 2016, Relator received a grievance from Kristin Giebel (“Giebel”), a former client of Respondent.

**COUNT ONE – The Salaam and Bartoletta Matters**

9. On March 10, 2016, the Relator’s Certified Grievance Committee voted to dismiss the underlying allegations made by both Salaam and Bartoletta.
10. During the course of the investigations of the underlying grievances by Salaam and Bartoletta, the Relator discovered that Respondent violated the Ohio Rules of Professional Conduct.
11. Respondent maintained a general law practice, wherein she collected client retainers in advance which should have been deposited into her IOLTA account as they were unearned fees.
12. However, from the time Respondent began practicing law in 2007 until after she was notified of Relator’s investigation of the Salaam grievance in November, 2015, Respondent

had not maintained an IOLTA Account.

13. Respondent neither had malpractice insurance at the time of representation of Salaam in 2009 nor notified her through a 1.4(c) notice that she had no such coverage.
14. Respondent put no part of the \$750.00 fee paid by Salaam into an IOLTA account.
15. From August 1, 2013 to September 1, 2015, Respondent office shared with Gorman, Malarcik & Pierce and was covered by its malpractice insurance from August 1, 2013 through December 31, 2013.
16. Respondent did not have any malpractice coverage from January 1, 2014 through September 8, 2015.
17. On May 6, 2015, Respondent agreed to represent Bartoletta in a child support arrearage matter.
18. An oral agreement of representation was made and Bartoletta paid Respondent a \$1,000.00 retainer with an understanding of a \$200.00 hourly rate.
19. Respondent did not provide Bartoletta with a statement in writing that if she did not complete the representation for any reason, Bartoletta may be entitled to a refund.
20. No part of the \$1,000.00 retainer was deposited into an IOLTA Account.
21. At the time of representation of Bartoletta, Respondent did not obtain Bartoletta's signature on a 1.4 Notice.
22. Relator alleges that Respondent's conduct in Count One violates the following Rules of Professional Conduct, specifically:
  - By failing to inform Salaam and Bartoletta that she did not maintain professional liability insurance, Respondent violated Prof. Cond. R. 1.4(c) [A lawyer shall inform a client at the time of the client's engagement of the lawyer or at any time

subsequent to the engagement if the lawyer does not maintain professional liability insurance in the amounts of at least one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate or if the lawyer's professional liability insurance is terminated. The notice shall be provided to the client on a separate form set forth following this rule and shall be signed by the client].

- By failing to maintain an IOLTA account and to deposit the \$750.00 fee paid by Salaam and the \$1,000.00 retainer paid by Bartoletta into such an account, Respondent violated Prof. Cond. R. 1.15(a) [A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept 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. The account shall be designated as a "client trust account," "IOLTA account," or with a clearly identifiable fiduciary title].

#### **COUNT TWO – The Starkey Matter**

23. Respondent was retained to represent Starkey in his divorce.
24. On August 24, 2015, they entered into an oral agreement whereby Starkey paid a \$3,000.00 retainer and Respondent would bill him at \$200.00 per hour.
25. Respondent did not provide Starkey with a statement in writing that if she did not complete the representation for any reason, he may be entitled to a refund.
26. Respondent did not deposit any portion of the retainer into an IOLTA Account.
27. Respondent did not have an IOLTA Account.

28. Respondent did not carry malpractice insurance and did not have Starkey sign a client acknowledgment pursuant to Rule 1.4.
29. Although Respondent appeared as counsel in the divorce case, she never filed a Notice of Appearance as ordered by the Magistrate Order dated September 14, 2015.
30. Additionally, Respondent never filed an Answer on Starkey's behalf.
31. Sometime in February or March of 2016, Starkey tried to contact Respondent on several occasions to determine the status of his case. He left several messages, but did not receive any response.
32. In April of 2016, while attempting to contact Respondent, Starkey was advised that Respondent was no longer at the firm where she had been renting space, so he decided to hire other counsel.
33. On April 18, 2016, Attorney Michael Moran ("Moran") entered an Appearance in court on Starkey's behalf. Moran contacted Respondent the same day to ask for Starkey's file.
34. On May 12, 2016, Moran sent Respondent another request for the file, which as of October 17, 2016, he still has not received.
35. Starkey may be entitled to a refund of part of his \$3000.00 retainer, the amount of which is yet to be determined as the Relator cannot make a good faith allegation without engaging in further discovery.
36. Relator alleges that Respondent's conduct in Count Two violates the following Rules of Professional Conduct, specifically:
  - By neglecting Starkey's representation, including by failing to file a Notice of Appearance as ordered by the Magistrate and failing to file an Answer on Starkey's behalf, Respondent violated Prof. Cond. R. 1.3 [A lawyer shall act with

reasonable diligence and promptness in representing a client].

- By failing to effectively communicate with Starkey regarding his case, Respondent violated Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; and, Prof. Cond. R. 1(4)(a)(4) [A lawyer shall comply as soon as practicable with reasonable requests for information from the client].
- By failing to inform Starkey that she did not maintain professional liability insurance, Respondent violated Prof. Cond. R. 1.4(c) [A lawyer shall inform a client at the time of the client's engagement of the lawyer or at any time subsequent to the engagement if the lawyer does not maintain professional liability insurance in the amounts of at least one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate or if the lawyer's professional liability insurance is terminated. The notice shall be provided to the client on a separate form set forth following this rule and shall be signed by the client].
- By failing to provide Starkey with a statement in writing that he would be entitled to a refund if she did not complete the representation for any reason, Respondent violated Prof. Cond. R. 1.5(d)(3) [A lawyer shall not enter into an arrangement for, charge, or collect a fee denominated as "earned upon receipt", "nonrefundable," or in any similar terms, unless the client is simultaneously provided in writing that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule].

- By failing to maintain an IOLTA account and to deposit the \$3,000.00 retainer paid by Starkey into such an account, Respondent violated Prof. Cond. R. 1.15(a) [A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept 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. The account shall be designated as a "client trust account," "IOLTA account," or with a clearly identifiable fiduciary title] .
- By failing to inform Starkey that she no longer was at the firm where she had been renting space, to provide him with contact information and to turn over Starkey's file to his new counsel, Respondent violated Prof. Cond. R. 1.16(d) [As part of the termination of representation, a lawyer shall take steps, to the extent reasonably practicable, to protect a client's interest. The steps include giving due notice to the client, allowing reasonable time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with applicable laws and rules] .

**COUNT THREE – The Christner Matter**

37. In January of 2015, Respondent and Christner entered into an oral agreement of representation in a civil matter.
38. Christner paid Respondent \$3,000.00 in fees.
39. Respondent did not provide Christner with a statement in writing that if she did not complete the representation for any reason, he may be entitled to a refund.
40. Respondent did not deposit any portion of the retainer into an IOLTA Account.

41. Respondent did not have an IOLTA Account.
42. Respondent did not carry malpractice insurance and did not have Christner sign a client acknowledgment pursuant to Rule 1.4.
43. Respondent did file an Answer to the Complaint, but told Christner she would file a Counterclaim and Crossclaim once she received the \$300.00 filing fee.
44. By check #5615, dated July 29, 2015, Christner paid the \$300.00 filing fee.
45. In an email dated September 4, 2015, Respondent advised Christner that she was waiting for the judge's order on the Motion for Leave to Plead to file a counterclaim and join a party.
46. Respondent did not file the Motion for Leave to Plead with the court until December 15, 2015, and the Court found the Motion to be well taken, permitting the filing of the Counterclaim and Crossclaim by December 28, 2015.
47. Respondent filed neither the Counterclaim nor the Crossclaim in a timely manner.
48. By Order of the Court, on November 9, 2015, the trial in the Christner case was scheduled for April 7, 2016.
49. On March 30, 2016, Respondent filed a Motion for Continuance citing as her reason that she was scheduled to teach a class for the entire day.
50. On April 4, 2016, the Judge denied the Motion for Continuance indicating "the Court is under no duty to adapt its schedule to accommodate defense counsel's teaching engagements."
51. On April 4, 2016, Respondent filed a Supplemental Motion for Continuance stating "Counsel for Defendant has ceased the practice of law" and asked that the Trial be continued to a future date at the convenience of the Court.

52. During this period of time, Christner had made numerous efforts to contact Respondent at her office but was advised that Respondent no longer practiced there and that he should contact the Akron Bar Association.
53. On April 21, 2016, one day after Christner filed his grievance with the Akron Bar Association, he had a conversation with Respondent advising her he was hiring another attorney and asking for his file and all of his personal property that she was holding.
54. Respondent has never provided Christner with the file or any other personal property.
55. On June 10, 2016, the trial was held in Christner's case without the benefit of his file or other personal property retained by Respondent.
56. Christner may be entitled to a refund of part of the \$3,000.00 retainer paid to Respondent, the amount of which is yet to be determined as the Relator cannot make a good faith allegation without engaging in further discovery.
57. Relator alleges that Respondent's conduct in Count Three violates the following Rules of Professional Conduct, specifically:
- By failing to file a Motion for Leave to Plead for more than three months after she had represented to Christner that she was waiting for the judge to rule on the same and then failing to file the Counterclaim and Crossclaim after the judge had granted the Motion for Leave to Plead, Respondent violated Prof Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client].
  - By failing to effectively communicate with Christner regarding his case, Respondent violated Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; and, Prof. Cond. R. 1(4)(a)(4)

[A lawyer shall comply as soon as practicable with reasonable requests for information from the client].

- By failing to inform Christner that she did not maintain professional liability insurance, Respondent violated Prof. Cond. R. 1.4(c) [A lawyer shall inform a client at the time of the client's engagement of the lawyer or at any time subsequent to the engagement if the lawyer does not maintain professional liability insurance in the amounts of at least one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate or if the lawyer's professional liability insurance is terminated. The notice shall be provided to the client on a separate form set forth following this rule and shall be signed by the client].
- By failing to provide Christner with a statement in writing that he would be entitled to a refund if she did not complete the representation for any reason, Respondent violated Prof. Cond. R. 1.5(d)(3) [A lawyer shall not enter into an arrangement for, charge, or collect a fee denominated as "earned upon receipt", "nonrefundable," or in any similar terms, unless the client is simultaneously provided in writing that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule].
- By failing to maintain an IOLTA account and to deposit the \$3,000.00 retainer paid by Christner into such an account, Respondent violated Prof. Cond. R. 1.15(a) [A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the

lawyer's own property. Funds shall be kept 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. The account shall be designated as a "client trust account," "IOLTA account," or with a clearly identifiable fiduciary title].

- By failing to inform Christner in a timely manner that she had ceased the practice of law and failing to turn over Christner's file and personal property to his new counsel when requested to do so, Respondent violated Prof. Cond. R. 1.16(d) [As part of the termination of representation, a lawyer shall take steps, to the extent reasonably practicable, to protect a client's interest. The steps include giving due notice to the client, allowing reasonable time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with applicable laws and rules].
- By representing to Christner that she was waiting for the judge to rule on a Motion for Leave to Plead that she had not yet filed, Respondent violated Prof. Cond. R. 8.4(c) [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation].

#### **COUNT FOUR – The Albright Matter**

58. Albright is the son of Christner.
59. Albright currently is serving in the U.S. Navy and was stationed in San Antonio, Texas when he was served with divorce papers in 2014.
60. At some point, Albright received a postcard from Respondent offering to represent him in the divorce proceedings.

61. Respondent and Albright reached an oral agreement wherein Respondent would represent Albright for the sum of \$3,000.00 with an hourly rate of \$250.00 per hour.
62. Christner, on behalf of Albright, paid Respondent \$1,500.00 on January 9, 2015 and the remaining \$1,500.00 later.
63. Respondent did not provide either Albright or Christner with a statement in writing that if she did not complete the representation for any reason, Albright or Christner may be entitled to a refund.
64. Respondent did not deposit any portion of the retainer into an IOLTA Account.
65. Respondent did not have an IOLTA Account.
66. Respondent did not carry malpractice insurance and did not have Albright sign a client acknowledgment pursuant to Rule 1.4.
67. At some point prior to March 27, 2015, Respondent notified Albright's wife's counsel of her representation; however, Respondent neither entered a formal Appearance nor filed an Answer to the Complaint in the case.
68. On July 1, 2015, the case was scheduled for Trial to the Magistrate on September 24, 2015.
69. On September 14, 2015, Albright emailed Respondent advising her that he would attend the September 24, 2015 trial.
70. On September 21, 2015, Respondent filed a Motion to Continue the trial for the reason that Albright was in the military and was unable to obtain leave to attend the trial.
71. On September 22, 2015, the Court granted the Motion to Continue.
72. Respondent failed to notify Albright that the hearing had been continued.
73. On September 24, 2015, Albright appeared for the trial after driving twenty-two (22)

hours from Texas.

74. Respondent did not provide a clear explanation of why the trial had been continued, but she gave Albright the impression that it was his wife's attorney who caused the trial to be continued.
75. Throughout the period of Respondent's representation of him, Albright had a difficult time communicating with Respondent.
76. On April 23, 2016, Respondent advised Albright that she could no longer represent him because he had filed a grievance against her.
77. Respondent has never filed a Motion to Withdraw from Albright's divorce case.
78. Christner may be entitled to a refund of part of the \$3,000.00 retainer he paid to Respondent on behalf of Albright, the amount of which is yet to be determined as the Relator cannot make a good faith allegation without engaging in further discovery.
79. Relator alleges that Respondent's conduct in Count Four violates the following Rules of Professional Conduct, specifically:
  - By neglecting Albright's representation, including by failing to file a formal appearance or an Answer on Albright's behalf, Respondent violated Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client].
  - By failing to inform Albright that the Trial to Magistrate scheduled for September 24, 2015 had been continued and otherwise effectively communicating with Albright regarding his case, Respondent violated Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; and, Prof. Cond. R. 1(4)(a)(4) [A lawyer shall comply as soon as practicable with

reasonable requests for information from the client].

- By failing to inform Albright that she did not maintain professional liability insurance, Respondent violated Prof. Cond. R. 1.4(c) [A lawyer shall inform a client at the time of the client's engagement of the lawyer or at any time subsequent to the engagement if the lawyer does not maintain professional liability insurance in the amounts of at least one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate or if the lawyer's professional liability insurance is terminated. The notice shall be provided to the client on a separate form set forth following this rule and shall be signed by the client].
- By failing to provide Albright or Christner (on Albright's behalf) with a statement in writing that he would be entitled to a refund if she did not complete the representation for any reason, Respondent violated Prof. Cond. R. 1.5(d)(3) [A lawyer shall not enter into an arrangement for, charge, or collect a fee denominated as "earned upon receipt", "nonrefundable," or in any similar terms, unless the client is simultaneously provided in writing that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule].
- By failing to maintain an IOLTA account and to deposit the \$3,000.00 retainer paid by Christner on behalf of Albright into such an account, Respondent violated Prof. Cond. R. 1.15(a) [A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from

the lawyer's own property. Funds shall be kept 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. The account shall be designated as a "client trust account," "IOLTA account," or with a clearly identifiable fiduciary title].

- By failing to inform Albright in a timely manner that she no longer represented him, so as to afford him reasonable time to obtain other counsel, Respondent violated Prof. Cond. R. 1.16(d) [As part of the termination of representation, a lawyer shall take steps, to the extent reasonably practicable, to protect a client's interest. The steps include giving due notice to the client, allowing reasonable time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with applicable laws and rules].
- By failing to advise Albright that she had filed a Motion to Continue the September 24, 2015 trial because Albright was in the military and unable to obtain leave to attend the trial and further failing to inform Albright that the Motion had been granted and then giving Albright the impression that it was his wife's attorney who had caused the September 24, 2015 trial to be continued, Respondent violated Prof. Cond. R. 8.4(c) [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation].

#### **COUNT FIVE – The Giebel Matter**

80. In September, 2015, Giebel retained Respondent to represent her in a divorce proceeding.
81. Respondent and Giebel entered into an oral agreement wherein Respondent would

represent Giebel for the sum of \$3,000.00.

82. On September 22, 2015 Giebel paid Respondent \$3,000.00 for attorney fees and \$360.00 for the filing fee.
83. Respondent did not provide Giebel with a statement in writing that if Respondent did not complete the representation for any reason, Giebel may be entitled to a refund.
84. Respondent did not deposit any part of the retainer and filing fees into her IOLTA account.
85. Respondent did not maintain an IOLTA account.
86. On October 7, 2015, in spite of receiving the \$360.00 filing fee, Respondent filed a Motion to Proceed in Forma Pauperis, submitting an affidavit purportedly signed by Giebel indicating Giebel was not financially able to pay the filing fee.
87. On October 29, 2015, the Court issued an Order denying the Motion to Proceed in Forma Pauperis and giving Giebel until November 13, 2015 to pay the deposit or the case would be dismissed.
88. Respondent did not pay the deposit by November 13, 2015.
89. On December 16, 2015, the Court issued an Order dismissing the case without prejudice for failure to pay the \$360.00 filing fee.
90. On December 18, 2015, the Court vacated the Dismissal Entry provided the filing fee was paid by December 31, 2015.
91. During this time frame, Giebel received a phone call from her husband in which he informed her that the case was going to be dismissed because the filing fee had not been paid.
92. On December 22, 2015, Giebel sent Respondent an email in which she terminated

Respondent's services and asked for a copy of her file and a full refund of the fees paid by December 28, 2015.

93. On December 30, 2015, Respondent did pay the filing fee of \$360.00.
94. On or about January 6, 2016, Respondent submitted an invoice to Giebel which indicated Giebel was entitled to a refund of \$625.00.
95. As of October 18, 2016, Giebel has not received the refund, despite Respondent representing that the refund had been issued via a certified check and that Respondent would verify with the bank that the check had been issued.
96. Giebel may be entitled to a further refund, the amount of which is yet to be determined as the Relator cannot make a good faith allegation without engaging in further discovery.
97. Relator alleges that Respondent's conduct in Count Five violates the following Rules of Professional Conduct, specifically:
  - By neglecting Giebel's representation, including by failing to pay the \$360.00 filing fee which Respondent had received from Giebel until after the Court had issued an Order dismissing Giebel's case for failure to pay the same, Respondent violated Prof. Cond. R. 1.3 [A lawyer shall act with reasonable diligence and promptness in representing a client].
  - By failing to provide Giebel with a statement in writing that she would be entitled to a refund if she did not complete the representation for any reason, Respondent violated Prof. Cond. R. 1.5(d)(3) [A lawyer shall not enter into an arrangement for, charge, or collect a fee denominated as "earned upon receipt", "nonrefundable," or in any similar terms, unless the client is simultaneously provided in writing that if the lawyer does not complete the representation for any

reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule].

- By failing to maintain an IOLTA account and to deposit the \$3,000.00 retainer and \$360.00 filing fee paid by Giebel into such an account, Respondent violated Prof. Cond. R. 1.15(a) [A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept 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. The account shall be designated as a "client trust account," "IOLTA account," or with a clearly identifiable fiduciary title].
- As Giebel has not received the refund of \$625.00 as indicated in the invoice Respondent submitted to Giebel on or about January 6, 2016 and Giebel may be entitled to a further refund, Respondent has violated Prof. Cond. R. 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, except when withdrawal is pursuant to Rule 1.17].
- By filing a Motion to Proceed in Forma Pauperis with an affidavit purportedly signed by Giebel indicating Giebel was not financially able to pay the filing fee, when Giebel had in fact given Respondent the necessary filing fee approximately two weeks earlier, Respondent violated 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 VI – Failure to Cooperate**

98. On February 25, 2016, Respondent appeared and provided a recorded statement to Relator's Certified Grievance Committee panel as it pertained to the grievances filed by Salaam and Bartoletta.
99. On March 18, 2016, and March 23, 2016, Relator's then Bar Counsel requested additional information from Respondent with respect to her malpractice coverage.
100. Also on March 18, 2016 and March 23, 2016, the Dismissal Letters for the grievances filed by Salaam and Bartoletta were sent to Respondent at her business address of 137 South Main Street, Suite 201, Akron, OH 44308.
101. On April 1, 2016, Respondent, by email, provided the requested information with respect to her malpractice coverage beginning on September 8, 2015.
102. On or about April 1, 2016, Respondent left the law firm of Burdon & Merlitti located at 137 S. Main Street, Suite 201, Akron, OH 44308.
103. Beginning in early April, 2016, Relator began receiving phone calls from Respondent's clients concerning their inability to make contact with Respondent.
104. On or about April 1, 2016, Respondent changed her address on the Supreme Court's website to 5264 Glen Park Drive, Kent, OH 44240.
105. On April 14, 2016, Respondent advised Relator that she no longer maintained an office as she no longer practiced law and that the Kent, Ohio address was her home.
106. On or about April 12, 2016, Respondent's former law firm of Burdon & Merlitti contacted Relator to ask what should be said to Respondent's clients who continued to call her there. The firm also noted that Respondent had not picked up any of her mail.

107. On April 12, 2016 Relator, by email, asked Respondent for confirmation of malpractice coverage from January 1, 2014 through August 30, 2015 or the appropriate 1.4 notices signed by her clients.
108. Relator has never received a response to the April 12, 2016 email.
109. On April 21, 2016, Respondent emailed Relator about grievances Relator allegedly had told her clients to file. These were clients who had been unable to contact Respondent, specifically Grievants Starkey, Albright and Christner.
110. On April 22, 2016, Relator wrote to Respondent indicating the various areas wherein Relator's requests for information from her had not been met.
111. The same letter indicated that Starkey, Albright and Christner had filed grievances, that they would be assigned for investigation and that Respondent's response would be expected.
112. On April 29, 2016, Respondent was notified by regular mail, certified mail and email about the three investigations, giving her until May 31, 2016 to respond.
113. The regular mail and certified mail had been addressed to Respondent's home at 5264 Glen Park Drive, Kent, Ohio.
114. On May 24, 2016, the certified mail was returned to Relator marked "Return to Sender, Unclaimed, Unable to Forward."
115. Respondent never provided her responses to the grievances filed by Starkey, Albright and Christner.
116. At some point, Respondent changed her address on the Supreme Court's website to 181 Riverside Place, Akron, Ohio 44310; however, the website now shows that address as "Invalid."

117. On June 17, 2016, by letter and email, Relator once again requested responses to the grievances filed by Starkey, Albright and Christner and advised Respondent that her failure to cooperate was a violation of Prof. Cond. R. 8.1 and of Gov. Bar R V(9)(G).
118. The letter was sent by regular and certified mail and addressed to Respondent at 181 Riverside Place, Akron, Ohio 44310.
119. On July 14, 2016, the certified mail was returned to Relator marked "Unclaimed."
120. On June 27, 2016, Relator sent Respondent a Letter of Inquiry concerning Grievant Giebel by certified mail addressed to 181 Riverside Place, Akron, Ohio 44310.
121. On August 4, 2016, the certified mail was returned to Relator marked, "Return to Sender, Unclaimed, Unable to Forward."
122. As of October 12, 2016, Respondent has not cooperated by providing responses to the grievances filed by Starkey, Albright, Christner and Giebel.
123. Relator alleges that Respondent's conduct in Count Five violates the following Rules of Professional Conduct, specifically:
  - By failing to respond to Relator's follow-up letters and email correspondence and by failing to provide the documents requested by Relator, Respondent violated Prof. Cond. R. 8.1(b) [In response to a demand for information from a disciplinary authority, a lawyer shall not fail to disclose a material fact or knowingly fail to respond]; as well as Gov. Bar. R. V(9)(G) [No lawyer shall neglect or refuse to assist or testify in an investigation or hearing].

### 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.

Respectfully submitted,



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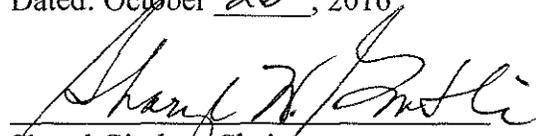
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**CERTIFICATE**

The undersigned, Sharyl Ginther, Chair of the Akron Bar Association Certified Grievance Committee, hereby certifies that Karen D. Adinolfi 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: October 25<sup>th</sup>, 2016



Sharyl Ginther, Chair  
Certified Grievance Committee