

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

RECEIVED

BOARD OF PROFESSIONAL CONDUCT

In re:

Mark Andrew Chuparkoff, Esq.  
214 Brookrun Drive  
Copley, OH 44321

16 - 0613

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

Attorney Registration No. (0071982)

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

NOV 04 2016

Relator.

BOARD OF PROFESSIONAL CONDUCT

Now comes the relator, Disciplinary Counsel, and alleges that respondent, Mark Andrew Chuparkoff, an attorney at law, duly admitted to the practice of law in the state of Ohio, is guilty of the following misconduct:

1. Respondent was admitted to the practice of law in the state of Ohio on May 22, 2000.
2. As an attorney, respondent is subject to the Rules of Professional Conduct, and the Supreme Court Rules for the Government of the Bar of Ohio.
3. On December 30, 2015, the Supreme Court of Ohio suspended respondent from the practice of law for failure to pay his child support. Respondent was reinstated to the practice of law on January 21, 2016. *In re: Chuparkoff*, Supreme Court of Ohio Case No. 2015-2076.

4. On July 27, 2016, relator filed a Motion for Interim Remedial Suspension against respondent. Relator's motion contained eleven of the twelve counts contained herein.
5. On August 19, 2016, the Supreme Court of Ohio suspended respondent from the practice of law for an interim period pursuant to Gov. Bar R. V(19). *Disciplinary Counsel v. Chuparkoff*, Supreme Court of Ohio Case No. 2016-1098.
6. To this day, respondent remains suspended from the practice of law pursuant to the Supreme Court's August 19, 2016 order.

#### **Count One – LawCash**

7. Respondent represented Diane Guelde in a personal injury matter against the Ohio Department of Rehabilitation and Correction (ODRC). *Ohio Court of Claims Case Nos. 2010-01166 and 2012-02976*.
8. In April 2012, and while her personal injury matter was pending, Guelde sought pre-settlement funding in the amount of \$5,000 from LawCash.
9. Respondent assisted Guelde with her pre-settlement funding application and signed the "Attorney Acknowledgment" section of the funding agreement between Guelde and LawCash.
10. In May 2013, Guelde agreed to settle her case against ODRC for \$2,500, and the settlement was approved by the Ohio Court of Claims on October 16, 2013.
11. In November 2013, respondent notified LawCash that Guelde had settled her personal injury case for \$2,500, and he requested a reduced pay-off amount for Guelde.

12. After considering respondent's request, LawCash agreed to accept \$933.70 as payment in full of the \$5,000 that Guelde had received in pre-settlement funding from the company.
13. In January 2014, respondent received a \$2,500 settlement check on behalf of Guelde.
14. Respondent should have disbursed the \$2,500 as follows:
  - \$566.30 to respondent for costs and expenses he had advanced;
  - \$933.70 to LawCash;
  - \$1,000 to respondent for attorney fees.<sup>1</sup>
15. Because \$933.70 of the \$2,500 check belonged to a third party (LawCash), respondent should have deposited the \$2,500 check into his IOLTA and immediately withdrawn funds for his earned fees or costs/expenses that he had advanced; however, he did not.
16. Instead, respondent immediately cashed the check and used the funds to pay personal or business expenses.
17. Between January 2014 and June 2015, LawCash made several attempts to collect the \$933.70 that it was owed; however, despite making several promises to do so, respondent never paid LawCash any portion of the money it was owed.
18. In June 2015, LawCash filed a grievance against respondent.
19. On September 22, 2015, respondent replied to LawCash's grievance and admitted that he had not paid them. Respondent further stated that he would confirm that

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<sup>1</sup> Guelde did not receive any portion of the settlement because she had already received \$5,000 from LawCash.

the funds remained in his trust account, even though they were never in his trust account, and “disburse them immediately.”

20. On April 26, 2016, relator sent respondent a follow-letter requesting additional information including, but not limited to, proof that respondent had disbursed \$933.70 to LawCash.
21. To date, respondent has not replied to relator’s April 26, 2016 letter, nor has he paid LawCash any portion of the amount it was owed.
22. Respondent’s conduct in Count One violates the following Rules of Professional Conduct:
  - Prof. Cond. R. 1.15(a) (requiring a lawyer to hold property of clients or third persons in an interest-bearing trust account) by failing to deposit Guelde’s \$2,500 settlement check into his IOLTA;
  - Prof. Cond. R. 1.15(d) (requiring a lawyer to promptly deliver to a client or third person funds or other property that the client or third person is entitled to receive) by failing to provide LawCash with the \$933.70 it was owed;
  - Prof. Cond. R. 8.1(a) (prohibiting a lawyer from knowingly making a false statement of fact in connection with a disciplinary matter) by stating that he would confirm that LawCash’s funds “remained” in his trust account and that he would disburse them immediately;
  - Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator’s April 26, 2016 letter regarding this matter; and
  - Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by using LawCash’s funds to pay his personal or business expenses.

**Count Two – John and Della Iwanek**

*Iwaneks' First Personal Injury Matter*

23. On or about May 20, 2011, John and Della Iwanek were involved in an automobile accident with Anna Coulter.
24. Anna Coulter was insured by Ohio Mutual Insurance (OMI).
25. In May 2012, the Iwaneks retained respondent to represent them in the personal injury matter against Coulter/OMI.
26. In July 2013, the Iwaneks agreed to settle their personal injury matter for \$11,250.
27. As part of this settlement, the Iwaneks agreed to pay from the settlement funds all medical and hospital expenses, including a \$3,664.65 lien from their insurer, State Farm Insurance.
28. On or about July 26, 2013, OMI provided respondent with a check for \$11,250, which he subsequently deposited into his IOLTA.
29. Thereafter, respondent disbursed the Iwaneks' share of their settlement proceeds to them, as well as funds to himself for attorney fees; however, he failed to pay State Farm's \$3,664.65 lien.
30. In July 2014, State Farm notified OMI that its lien had not been paid.
31. Pursuant to inter-company arbitration agreements, OMI was responsible for payment of State Farm's lien even though it had already disbursed settlement funds in full to respondent.
32. On July 24, 2014, OMI, through its representative, Linda Cisler, emailed respondent to request information about his payment of the State Farm lien.

33. On July 28, 2014, respondent advised Cisler that he was out of town, but that he would “check on things” when he returned. Respondent did not follow-up with Cisler despite several additional contacts from her.
34. On August 26, 2014, Cisler emailed respondent again. In this email, Cisler advised respondent of 1) the inter-company arbitration agreement, 2) State Farm’s demand for payment, and 3) the fact that State Farm was threatening legal action against OMI if the lien was not paid. Cisler further advised respondent that if she did not receive information from him by the end of the week, she intended to involve their legal department in this matter.
35. Less than an hour later, respondent replied to Cisler’s email and advised her that the Iwaneks’ file was off-site, but that he would retrieve it and have the information to her by August 28, 2014.
36. On August 29, 2014, respondent emailed Cisler and falsely stated that he had issued a check to State Farm and that he would confirm that the check had been cashed. Respondent, however, never followed-up with Cisler.
37. On December 11, 2014 and having received no further information from respondent, Cisler emailed respondent and stated that she had contacted Attorney Lisa Haase regarding this matter and that if she did not have information regarding payment of the State Farm lien by December 15, 2014, she would forward this matter to OMI’s litigation department for consideration of additional options.
38. On Monday, December 15, 2014, Haase and respondent spoke. During this conversation, respondent falsely advised Haase that he had “banking problems,”

but that he would have his new bank issue a check to State Farm by December 17, 2014.

39. On December 22, 2014 and again on December 29, 2014, Haase requested proof that respondent had paid State Farm, however, respondent failed to respond to Haase's requests. Accordingly, Haase advised OMI to pay State Farm's \$3,664.65 lien in order to avoid additional litigation.
40. On January 22, 2015, OMI paid State Farm \$3,664.65.
41. On March 18, 2015, OMI filed a lawsuit against respondent and the Iwaneks in an attempt to recover the \$3,664.65 it had paid twice – once to respondent as part of the settlement and once to State Farm. *Franklin County Court of Common Pleas Case No. 15 CV 002417.*
42. In April 2015, the Iwaneks retained Attorney Lou Chodosh to represent them in the litigation filed by OMI.
43. On April 14, 2015, Chodosh filed an answer on behalf of the Iwaneks, as well as a cross-claim against respondent.
44. Respondent failed to file an answer to the cross-claim, and on July 15, 2015, a default judgment was entered against him.
45. Thereafter, OMI and the Iwaneks entered into a consent agreement wherein the Iwaneks agreed to a judgment against them, but assigned any rights, title or interest that they had against respondent to OMI in full satisfaction of that judgment.
46. To date, respondent has not reimbursed OMI for its payment of the State Farm lien.

*Iwaneks' Second Personal Injury Matter*

47. On or about September 3, 2012, Della Iwanek was involved in a multi-car accident in Franklin County. Because respondent was already representing them in the Coulter/OMI matter, the Iwaneks retained respondent to represent them in this matter as well.
48. On September 3, 2014, respondent filed a complaint against several different defendants in the Franklin County Court of Common Pleas on behalf of the Iwaneks. Amongst the named defendants were Matthew Holman, Todd Shane, Craig Coffman, Deanna Coffman, Timothy Page, Jared Dilbone, and Wehrkamp Enterprises.
49. In or about January 2015, the Iwaneks agreed to settle with Matthew Holman for \$750. Respondent received a settlement check from Holman's insurer and appropriately disbursed the proceeds to himself and the Iwaneks.
50. As to other above-mentioned defendants, respondent failed to respond to discovery requests from them even after the court issued multiple orders compelling him to do so.
51. Respondent did not notify the Iwaneks of the outstanding discovery requests, nor of his failure to respond to them. Instead, respondent misled the Iwaneks into believing that he was actively working on their case, that it was a complicated case, and that he had little to no control over the resolution of the case or the amount of time in which the case would be resolved.

52. Respondent also failed to respond to multiple Motions to Dismiss from the remaining above-mentioned defendants ultimately resulting in their dismissal from the case at various times between February 20, 2015 and April 22, 2015.
53. On April 21, 2015, the court ordered respondent to show cause within ten days why the entire case should not be dismissed for want of prosecution. Respondent failed to respond to the show cause order, and on May 4, 2015, the case was dismissed in its entirety without prejudice.
54. By this time, the Iwaneks' had retained Attorney Lou Chodosh to represent them with respect to the OMI matter. Della Iwanek requested that respondent provide her file on the second personal injury matter to Chodosh; however, respondent failed to do so.
55. Ultimately, the Iwaneks decided not to pursue the second personal injury matter due to consequences of the passage of time created by respondent's neglect.

*Relator's Investigation of the Iwaneks' Grievance*

56. In April 2015, the Iwaneks filed a grievance against respondent with the Columbus Bar Association (CBA).
57. On May 6, 2015 and in response to the grievance, respondent falsely advised the CBA that he had "maintained the [State Farm] lien amount in his trust account and mailed out the appropriate check."
58. Respondent did not mail a check to State Farm, nor did he maintain the funds in his trust account.
59. Between July 26, 2013 and the present date, respondent should have had at least \$3,664.65 in trust for State Farm/OMI; however, he did not. Instead, he used the

funds to pay personal or business expenses, and by September 16, 2013, the balance in respondent's IOLTA was only \$2,616.20.

60. In August 2015, the CBA forwarded the Iwaneks' grievance to relator for administrative reasons.
61. On August 11, 2015, relator sent respondent a detailed letter with specific questions regarding his representation of the Iwaneks. Amongst other information, this letter requested the dates on which respondent claimed to have performed legal services for the Iwaneks, a description of the services that he performed, and the amount of time that he had expended on each service.
62. Relator's August 11, 2015 letter was returned to relator because respondent failed to update his attorney registration information as required by Gov. Bar R. VI(4)(B).
63. On September 16, 2015, relator hand-delivered a letter to respondent regarding the Iwaneks' grievance. This letter was delivered to a different address that relator was able to obtain for respondent. On September 22, 2015, respondent replied to relator's September 16, 2015 letter; however, he did not provide the dates and times on which he had performed legal services for the Iwaneks. Instead, respondent advised relator that he would supplement his response with this information. He never did.
64. In his September 22, 2015 response, respondent also falsely stated again that he had maintained State Farm's funds in trust, which as noted above, he did not.
65. On April 22, 2016, relator sent respondent another letter regarding his representation of the Iwaneks.

66. On May 9, 2016 – three days after his response was due – respondent contacted relator and requested an extension of time to respond to relator’s letter.
67. Relator gave respondent until May 16, 2016 to respond; however, respondent failed to provide a response by that date.
68. On June 1, 2016, relator emailed respondent and asked for an update on the status of his response.
69. Respondent did not reply to relator’s email until June 6, 2016 and stated that he had “just received” relator’s email because he was out of town.<sup>2</sup> Furthermore, respondent implied that he had responded to relator’s April 22, 2016 letter stating that he would have to “check with the post office to see if anything was returned.”
70. Respondent never followed-up with relator, and to date, relator has not received a response to its April 22, 2016 letter.
71. Respondent’s conduct in Count Two violates the following Rules of Professional Conduct:
- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to pay State Farm’s lien and by failing to respond to multiple discovery requests or orders to compel in the Iwaneks’ second personal injury case;
  - Prof. Cond. R. 1.15(a) (requiring a lawyer to hold property of clients or third persons in an interest-bearing trust account) by failing to hold \$3,664.65 in trust for State Farm;
  - Prof. Cond. R. 1.15(d) (requiring a lawyer to promptly deliver to a client or third person funds or other property that the client or third person is entitled to receive and to provide an accounting of such funds upon request) by failing to provide State Farm with the \$3,664.65 it was owed and by failing to provide OMI with information regarding the \$3,664.65;

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<sup>2</sup> Respondent’s email was sent from an iPhone, which more than likely meant he could have retrieved his email from any location.

- Prof. Cond. R. 1.16(d) (requiring a lawyer to take reasonable steps to protect a client's interest upon termination of representation) by failing to provide Attorney Chodosh with a copy of the Iwaneks' file;
- Prof. Cond. R. 3.4(d) (prohibiting a lawyer from making a reasonably diligent effort to comply with a legally proper discovery request) by failing to respond to discovery requests from several different defendants in the Iwaneks' second personal injury matter;
- Prof. Cond. R. 3.4(c) (prohibiting a lawyer from knowingly disobeying an obligation under the rules of a tribunal) by failing to respond to discovery requests after being compelled to do so and by failing to respond to a show cause order in the Iwaneks' second personal injury case;
- Prof. Cond. R. 8.1(a) (prohibiting a lawyer from knowingly making a false statement of fact in connection with a disciplinary matter) by advising the CBA and relator that he had maintained the State Farm lien amount in his IOLTA and issued an appropriate check to State Farm;
- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to supplement his September 22, 2015 response or respond to relator's April 22, 2016 letter regarding his representation of the Iwaneks;
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by using State Farm's funds to pay his personal or business expenses, by providing Linda Cisler and Attorney Haase with false or misleading information regarding his payment of the State Farm Lien, and by misleading the Iwaneks into believing that he was actively working on their second personal injury case; and
- Prof. Cond. R. 8.4(d) (prohibiting a lawyer from engaging in conduct that is prejudicial to the administration of justice) by failing to file an answer to the Iwaneks' cross-claim thus resulting in a default judgment against him.

### **Count Three – Tammy Kantorowski (f.k.a. Reymann)**

72. In or about January 2015, Tammy Kantorowski (f.k.a. Reymann) retained respondent to represent her in a divorce/dissolution from her now ex-husband, Paul Reymann.

73. During the meeting, respondent explained that a dissolution would cost \$1,500 plus filing fees and that a divorce would cost \$187.50/hour plus filing fees. Kantorowski initially decided to pursue a dissolution; however, she later decided that pursuing a divorce was in her best interest.
74. Kantorowski paid respondent \$800 for his services.
75. On February 27, 2015, Kantorowski texted respondent and requested an update regarding the status of her case.
76. Respondent replied on March 2, 2015 stating: "All good. He [Paul Reymann] will be served soon. So be prepared...probably next week."
77. Kantorowski immediately texted respondent back and requested a copy of the documents that respondent had prepared on her behalf and would be serving on her husband, so that she would know what to be "prepared" for.
78. As of March 7, 2015, Kantorowski still had not received any documents from respondent; therefore, she texted him again. She also inquired into whether the documents permitted her to keep the marital car. Respondent replied and stated that the documents were not "that detailed at this point" and that they merely stated that she wanted an "equitable distribution of property."
79. On March 9, 2015, Kantorowski again requested a copy of the documents that respondent had allegedly prepared on her behalf. Respondent did not reply to Kantorowski's text.
80. Having not heard from respondent, Kantorowski texted him again on March 10, 2015. She inquired into whether something was wrong because he seemed "distant." On the same day, respondent replied and stated "Not at all. Been

called into court all week. It's all good. I'll get you the papers. I promise everything is good."

81. On March 18, 2015, respondent texted Kantorowski and stated "Tammy, did u receive the email that I sent?" Respondent sent this text in an attempt to mislead Kantorowski into believing that he had emailed her a copy of the documents that he allegedly prepared on her behalf even though he had not. On the same day, Kantorowski advised respondent that she had not received his email.
82. On March 19, 2015, Kantorowski again advised respondent that she had not received an email or any documents from him. Respondent stated that he was in Las Vegas, but that he would "resend" the documents when he got back to his computer. He never did.
83. On March 20, 2015, Kantorowski texted respondent again and stated that she still had not received an email from him. Respondent did not reply.
84. On April 29, 2015, Kantorowski sent respondent an email with multiple questions/concerns. One of her concerns was that she still had not received a copy of the papers that respondent allegedly drafted on her behalf. Respondent did not reply to Kantorowski's email.
85. Having not received a response to her April 29, 2015 email, Kantorowski terminated respondent's services on May 8, 2015 and requested that he provide an itemized bill, as well as a refund of the unused portion of her \$800 retainer. Respondent immediately replied to Kantorowski's email stating that he would put an accounting together and send it to her "ASAP." He attempted, however, to deceive Kantorowski into believing that he had replied to her April 29, 2015

email on May 4, 2015 (prior to his termination) and that he had filed a divorce complaint on her behalf, even though he had not.

86. When Kantorowski informed respondent that she had not received any emails from him, respondent stated that he would “copy and paste and resend.”
87. On May 11, 2015, and only after his services had been terminated, did respondent provide Kantorowski a response to her inquiries by email. In this email, respondent again implied that he had filed a divorce complaint on behalf of Kantorowski and that the court would serve her husband by certified mail.
88. Between May 13, 2015 and May 29, 2015, Kantorowski tried several times to obtain a copy of her file, as well as an itemized accounting from respondent; however, she was unsuccessful.
89. Around this same time, Kantorowski retained the services of Attorney Sara White to represent her. Kantorowski agreed to pay White \$500 for her services, plus \$310 for the filing fee.<sup>3</sup>
90. On June 5, 2015, White sent an email and facsimile to respondent advising him of her representation. White requested that respondent provide 1) an itemized billing statement, 2) a check made payable to Kantorowski for the unearned portion of her retainer, 3) copies of all documents and work for which he claimed time on his billing statement, and 4) a copy of his fee agreement with Kantorowski.
91. Respondent did not reply to White’s June 5, 2015 email or fax, nor did he respond to voicemails that White left him on June 9, 2015 and June 22, 2015.

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<sup>3</sup> With White’s assistance, Kantorowski’s dissolution was finalized on August 24, 2015.

92. On Thursday, July 9, 2015, respondent sent White an email claiming that he was out of the country “until Sunday” and that he would be in touch upon his return.
93. Having not heard anything from respondent, on July 24, 2015 and again on July 29, 2015, White sent follow-up emails to respondent; however, he did not respond.
94. On August 6, 2015, Kantorowski filed a grievance against respondent.
95. On August 17, 2015, relator sent respondent a Letter of Inquiry regarding Kantorowski’s grievance. Respondent did not reply to relator’s Letter of Inquiry.
96. On September 16, 2015, a Second Letter of Inquiry was hand-delivered to respondent.
97. Although respondent replied to this letter on September 25, 2015, he made the following material misstatements in his response:
- Respondent stated that he had begun dissolution paperwork on behalf of Kantorowski, but that due to Kantorowski’s election to pursue a divorce, he had to draft a complaint for divorce. Notably, respondent did not provide copies of any of the documents that he allegedly prepared on Kantorowski’s behalf.
  - Respondent falsely stated that he deposited Kantorowski’s funds into his Huntington Bank IOLTA. He did not.
  - Respondent claimed that he sent a letter to White on July 30, 2015 and attached a copy of his purported letter. White never received this letter, nor did she receive any follow-up communication from respondent regarding this alleged letter.
98. On April 21, 2016, relator sent respondent a letter and requested that he provide additional information regarding his representation of Kantorowski including, but not limited to a copy of his file on Kantorowski and proof that he had actually replied to Kantorowski’s April 29, 2015 email on May 4, 2015.

99. Although respondent received this letter and requested an extension of time to respond to the letter, to date, he has failed to do so.
100. To date, respondent has also failed to provide Kantorowski with an accounting, a refund of any unearned fees, or a copy of her file.
101. Respondent's conduct in Count Three violates the following Rules of Professional Conduct:
- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to file Kantorowski's dissolution/divorce in a timely manner;
  - Prof. Cond. R. 1.4(a)(4) (requiring a lawyer to comply as soon as practicable with reasonable requests for information from the client) by failing to provide Kantorowski with copies of documents that he had allegedly drafted on her behalf;
  - Prof. Cond. R. 1.15(a) (requiring a lawyer to hold property of clients or third persons in an interest-bearing trust account) by failing to deposit Kantorowski's \$800 into his trust account;
  - Prof. Cond. R. 1.15(d) (requiring a lawyer to promptly deliver to a client or third person funds or other property that the client or third person is entitled to receive and to provide an accounting of such funds upon request) by failing to provide Kantorowski with an accounting of her funds or a refund of the unused portion of her retainer;
  - Prof. Cond. R. 1.16(d) (requiring a lawyer to take reasonable steps to protect a client's interest upon termination of representation) by failing to provide Kantorowski or White with a copy of Kantorowski's file;
  - Prof. Cond. R. 8.1(a) (prohibiting a lawyer from knowingly making a false statement of fact in connection with a disciplinary matter) by stating in his September 25, 2015 letter that he had drafted documents on behalf of Kantorowski, that he had deposited Kantorowski's funds in his trust account, and that he had sent a letter to White on July 30, 2015;
  - Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator's April 21, 2016 letter regarding his representation of Kantorowski; and

- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by attempting to deceive Kantorowski into believing that he had filed a complaint on her behalf.

#### **Count Four – Melissa J. Fast**

102. On March 13, 2015, Melissa Fast and her husband met with respondent regarding a dissolution of their marriage.
103. On March 18, 2015, respondent sent Fast paperwork that she and her husband needed to complete in order to start the dissolution process.
104. On April 2, 2015, Fast paid respondent \$1,732 for his services.
105. On April 14, 2015, Fast returned the completed dissolution paperwork to respondent.
106. On Tuesday, April 28, 2015, Fast emailed respondent for a status update on her case. Respondent replied the same day, apologized for the delay, and stated that he “can probably have a rough draft” by the following Sunday or Monday (May 3 or 4, 2015).
107. Respondent did not provide Fast with a draft separation agreement until May 18, 2015, and only then because Fast had inquired into the status of her paperwork three additional times.
108. On May 19, 2015, Fast emailed respondent three minor changes to the separation agreement.
109. Having not heard back from respondent regarding the three minor changes, Fast called respondent on May 29, 2015 to discuss the dissolution. After the call, respondent sent Fast an email, which confirmed that he had made the three minor

changes to the separation agreement and requested clarification on two other minor issues.

110. Fast addressed respondent's inquiries the same day, however, respondent did not send Fast a final draft of the separation agreement until June 24, 2015.
111. On June 29, 2015, Fast texted respondent and told him that "all changes look to be correct." She also inquired into whether there was anything else that she or her husband needed to do. Respondent did not reply to Fast's email.
112. On July 1, 2015, Fast texted respondent again. Respondent immediately replied to Fast's July 1, 2015 text and stated that he would file the paperwork and get a hearing date. He never did.
113. In July 2015, Fast paid respondent \$190 for a traveling judge.
114. On August 17, 2015, Fast texted respondent regarding the status of her case. Even though he had not filed any paperwork with the court, respondent falsely advised Fast that he was "waiting on a date."
115. On August 18, 2015, respondent texted Fast again and stated that he had called the court regarding her case and that he would advise her of the court date.
116. On August 18, 2015, Fast called the court and learned that nothing had been filed on her or her husband's behalf.
117. On August 19, 2015, Fast terminated respondent's services and requested a 50% refund of the attorney fees she had paid, a full refund of the traveling judge fee, and a copy of all paperwork that she and her husband had completed for respondent's use in drafting the separation agreement.

118. On August 20, 2015, respondent emailed Fast and stated that he had essentially performed all of the work necessary on the case, and since the representation had been taken on a flat fee basis, he was only willing to refund \$250, plus the traveling judge fee. In the alternative, respondent stated that he would be willing to convert the representation to an hourly basis and provide Fast with a detailed billing of the time that he spent on the case.
119. On August 24, 2015, Fast emailed respondent and requested that he provide her with a detailed billing so that she would know how best to proceed. Respondent did not reply to Fast's email, nor did he provide her with a detailed breakdown of the hours he had allegedly spent on the case.
120. On September 1, 2015, Fast emailed respondent again and advised him that because she had still not received a detailed billing from him, she would be filing a grievance against him with relator.
121. On September 18, 2015 – over two weeks after her email had been sent – respondent advised Fast that he would “have everything together early next week.”
122. To date, respondent has not provided Fast with an accounting of his time or a copy of her file.
123. In November 2015, Fast filed a grievance with relator.
124. On December 2, 2015, relator sent respondent a Letter of Inquiry, via certified mail, to the address that respondent had on file with the Supreme Court of Ohio's Office of Attorney Services. The letter was returned unclaimed.

125. On January 5, 2016, relator sent respondent a Second Letter of Inquiry to respondent's attorney registration address, as well as the address of respondent's father where relator had reason to believe that respondent was staying. The letter that was sent to respondent's attorney registration address was returned unclaimed; however, respondent confirmed receipt of the letter that was sent to his father's address.
126. On February 1, 2016, respondent replied to relator's Second Letter of Inquiry.
127. He admitted that Fast paid him a total of \$1,922 and that he had failed to file the dissolution. He falsely stated, however, that Fast had given him the impression "that time was not of importance."
128. Respondent also stated that contemporaneous to his letter, he was sending Fast a refund of \$1,056 (50% refund of \$1,732 plus \$190 traveling judge fees); however, respondent did not actually send the refund until February 13, 2016.
129. To date, respondent has not provided Fast with a copy of her file or a detailed billing as first requested on August 24, 2015.
130. On February 8, 2016 and April 21, 2016, relator sent respondent letters requesting additional information regarding his representation of Fast. To date, respondent has not replied to either letter even though he confirmed receipt of and requested an extension of time to respond to relator's April 21, 2016 letter.<sup>4</sup>
131. Respondent's conduct in Count Four violates the following Rules of Professional Conduct:

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<sup>4</sup> On May 23, 2016, relator's February 8, 2016 letter was returned to relator because the P.O. Box that respondent had and currently has on file with the Supreme Court of Ohio's Office of Attorney Services was closed.

- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to file Fast’s dissolution in a timely manner;
- Prof. Cond. R. 1.15(d) (requiring a lawyer to provide an accounting of funds or other property upon request) by failing to provide Fast with an accounting of her funds as requested on August 24, 2015;
- Prof. Cond. R. 1.16(d) (requiring a lawyer to take reasonable steps to protect a client’s interest upon termination of representation) by failing to provide Fast with a copy of her file;
- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator’s February 8, 2016 and April 21, 2016 letters regarding his representation of Fast; and
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by attempting to mislead fast into believing that he had filed a dissolution on her behalf.

#### **Count Five – Deborah Crist**

132. On June 29, 2010, a Columbia Gas home energy auditor reviewed Deborah Crist’s home and identified several areas that could be improved in order to increase the energy efficiency of the home.
133. The auditor provided Crist with a list of “pre-qualified” contractors who could perform the improvements. Amongst the contractors listed were Energy Tech and Central State Windows (CSW), whom Crist later retained to make some of the identified improvements to her home.
134. As a direct result of the work performed by Energy Tech and CSW, including the use of certain materials and sealants, Crist believes that she suffered serious and lasting physical ailments.

135. On August 10, 2012, Crist filed a complaint against Columbia Gas, Energy Tech, CSW, and Henkel Corporation (the manufacturer of a window sealant used by CSW); however, she voluntarily dismissed the complaint on March 5, 2013.
136. In or about March 2014, Attorney Herbert Strayer re-filed Crist's lawsuit on her behalf; however, Crist knew that as the case progressed, she would need to retain a new attorney to handle the case due to the fact that Strayer primarily practiced bankruptcy law.
137. On or about June 18, 2014, Crist retained respondent to represent her with respect to her claims against Columbia Gas, Energy Tech, CSW, and Henkel Corporation.
138. Crist paid respondent a \$25,000 retainer, which was to be billed against at the rate of \$250/hour. Although respondent deposited Crist's funds into his trust account, he failed to hold them in trust until they were earned. Instead, respondent withdrew Crist's funds from his trust account on an as-needed basis. By February 28, 2015, the balance in respondent's IOLTA was only \$916.45.
139. On July 7, 2014, respondent filed a Notice of Appearance on behalf of Crist.
140. On July 8, 2014, respondent attended a pre-trial conference, where he requested extensions of time to respond to outstanding discovery requests from CSW and Henkel Corporation. Although extensions of time were granted, respondent failed to provide discovery responses within the allotted time causing counsel for CSW and Henkel Corporation to follow up with respondent on July 23, 2014, August 5, 2014, August 8, 2014, and August 14, 2014.
141. When respondent still failed to provide discovery responses, CSW filed a Motion to Compel on August 29, 2014 and Henkel Corporation filed a Motion to Compel

on September 4, 2014. Only then did respondent provide responses to CSW's and Henkel's discovery requests.

142. During the representation, Crist and respondent exchanged numerous emails and telephone calls; however, there was little to no substantive information shared in these exchanges.
143. In fact, a majority of Crist's emails were requests – or pleas – for information about her case. On the rare occasion that respondent replied, he would tell Crist that he was working on the case, that he was out of town, or that he would address her inquiry at a later time. He never, however, followed through on his promises, requiring Crist to repeatedly follow-up with respondent to obtain any information about her case.
144. On December 16, 2014, Crist sent respondent a lengthy email that amongst other things, requested that respondent provide her with a copy of her October 2, 2014 deposition transcript and an itemized statement of expenditures.
145. Between December 16, 2014 and August 24, 2015, Crist made no less than 20 attempts to obtain an itemized statement of expenditures from respondent; however, to date, she still has not received one from respondent.
146. With respect to her deposition transcript, Crist made no less than nine attempts to obtain a copy of it from respondent. Although respondent promised to provide it, he never did.
147. Ultimately, Crist requested a copy of the transcript directly from the court reporter at the additional cost of \$590. Crist requested that respondent reimburse her for

the cost of the transcript from the \$25,000 she had paid him; however, he did not respond to her request.

148. Having reached her limit with respondent, his lack of communication, and his never-ending excuses, Crist terminated respondent's services on August 31, 2015.
149. In September 2015, Crist retained Attorney Shawn Dingus to represent her.
150. On September 3, 2015, Dingus emailed respondent and requested a copy of Crist's file, as well as a final accounting. Respondent immediately replied to Dingus's email and stated that he will "try to have the file prepared over the weekend," but that he had to watch his son over the weekend so it was "touch and go."
151. Respondent never prepared Crist's file for Dingus; however, he attempted to deceive Dingus into believing he had.
152. On October 1, 2015, respondent sent Dingus an email and stated, "Shawn, I emailed you last week or so indicating that the file was ready for pick up. Did you get it? Because it's not in the location I left it. Please advise."
153. Dingus immediately replied to respondent's email and stated that the last email he had received from him was on September 3, 2015 and that he never received an email indicating that the file was ready for pickup. Dingus then inquired into where respondent had left the file. Respondent did not reply.
154. On November 7, 2015, Crist filed a grievance against respondent.
155. Respondent replied to Crist's grievance on February 2, 2016; however, his response contained the following false and misleading statements:
  - *"Filed before my involvement were several Motions to Compel filed (sic) against Ms. Crist."* As noted above, respondent was retained by Crist on or

about June 18, 2014, and he filed a Notice of Appearance on her behalf on July 7, 2014. CSW and Henkel Corporation respectively filed Motions to Compel on August 29, 2014 and September 4, 2014 – well after respondent became involved in the case.

- *“I have an itemized statement which outlines the work performed;” however, “Geeksquad has had my old computer for a few days and I anticipate receiving and providing that information ASAP.”* To date, no statement has been provided. Moreover, relator requested proof that respondent’s computer was actually serviced by Geeksquad; however, to date, respondent has not replied to relator’s request.
- *“I provided a copy of my expenditures in the file left for pickup at the law offices of Maguire & Schneider.”* In or about 2009, respondent made arrangements with Maguire & Schneider, LLP to use a conference room or empty office as necessary; however, respondent never had a key to the office, nor was he allowed to maintain files at the office or use the services of any paralegals or administrative staff. Moreover, and as confirmed by Attorney Wayne Hassay of Maguire & Schneider, respondent’s relationship with the firm terminated for lack of payment several months before he *allegedly* left Crist’s file at Maguire & Schneider.
- *“Ms. Crist never provided [a settlement] demand” and “I do not recall ever receiving any instruction from Ms. Crist to draft a settlement package.”* During a meeting on February 6, 2015, Crist presented respondent with a settlement demand of \$1,000,000; however, respondent told her to “go home and think about it.” Unsure of how to come up with an appropriate settlement demand, Crist asked respondent multiple times for his assistance in developing a settlement demand; however, as he had done throughout the entire representation, respondent either did not respond to Crist’s requests or he skirted around the issue. Specifically, on February 14, 2015, Crist emailed respondent and asked, “What do you think about a settlement amount?” Respondent did not reply. On March 21, 2015, Crist emailed respondent and stated, “Further, I would like your assistance in putting together a settlement package.” Respondent did not reply. On Monday, May 18, 2015, Crist emailed respondent and stated, “I will need your help in determining my damages. Please contact me.” Respondent replied to Crist’s email, but did not address the issue of damages in his response. On August 3, 2015, Crist emailed respondent and stated, “As requested previously, I need assistance determining a figure for damages.” Respondent did not reply. On August 7, 2015, Crist sent a letter to respondent that stated, “I have also previously requested, and need, your assistance relative to determining an estimate for damages regarding the request made by Energy Tech Insulation.” Again, respondent did not reply.

- *“Ms. Crist never provided me a date to have her home inspected” and “She would not allow our insulation expert to inspect the house.”* On August 27, 2014, Crist sent an email to respondent and advised him that any day except September 5, 2014 would be fine for an insulation person to come to her home. On September 8, 2014, Crist emailed respondent and stated “Also, will your insulation person be scheduled in soon?” On September 19, 2014, Crist emailed respondent and stated, “I haven’t heard any more from you regarding scheduling the insulation person in.” Finally, on December 16, 2014, Crist emailed respondent and stated, “You previously indicated (in August and September) that you would have your insulation guy come to my home. Is this going to happen? Is so, when?”
- *“See attached email where I write: “Mr. Dingus, I assume that since I have not heard from you, you picked up Ms. Crist’s file.”* No such email was attached to respondent’s response. Moreover, Dingus never received an email with the language quoted in respondent’s response.

156. On April 28, 2016, relator sent respondent a letter requesting additional information regarding his representation of Crist. Although respondent acknowledged receipt of this letter and requested an extension of time to respond to the letter, to date he has not done so.

157. Respondent’s conduct in Count Five violates the following Rules of Professional Conduct:

- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to respond to CSW and Henkel’s discovery requests in a timely manner;
- Prof. Cond. R. 1.4(a)(4) (requiring a lawyer to comply as soon as practicable with reasonable requests for information from the client) by failing to respond to multiple emails, letters, and phone calls from Crist;
- Prof. Cond. R. 1.15(a) (requiring a lawyer to hold property of clients or third persons in an interest-bearing trust account) by failing to maintain Crist’s \$25,000 in trust until he had earned it.
- Prof. Cond. R. 1.15(d) (requiring a lawyer to promptly deliver to a client or third person funds or other property that the client or third person is entitled to receive and to provide an accounting of such funds upon request) by failing to provide Crist with an accounting of her funds or refund his unearned fees;

- Prof. Cond. R. 1.16(d) (requiring a lawyer to take reasonable steps to protect a client's interest upon termination of representation) by failing to provide Crist with a copy of her file;
- Prof. Cond. R. 8.1(a) (prohibiting a lawyer from knowingly making a false statement of fact in connection with a disciplinary matter) by making several false or misleading statements in his February 2, 2016 letter to relator;
- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator's April 28, 2016 letter regarding Crist; and
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by attempting to mislead Crist into believing that he had taken various actions on her behalf, when he had not, and attempting to mislead Dingus into believing that he had left Crist's file at Maguire and Schneider, LLC.

#### **Count Six – Lawrence Black**

158. In May 1999, Lawrence Black was convicted on one count of domestic violence and one count of rape for which he was sentenced to nine years in prison.
159. Since that time, Black has been challenging his conviction and sentence on a variety of grounds.
160. In December 2015, Black retained respondent to assist him with his case.
161. Respondent and Black met at Black's credit union on December 14, 2015 where Black took out a loan to pay respondent's attorney fees of \$1,500.
162. Although respondent insisted that Black pay him in cash, Black gave respondent a cashier's check for \$1,500.
163. Rather than depositing the cashier's check into his IOLTA as he should have done, respondent immediately cashed the check the same day.
164. Between December 21, 2015 and January 25, 2016, Black unsuccessfully tried to contact respondent regarding his case.

165. Each time that Black attempted to contact respondent about his case, respondent either did not respond or stated that he would get back to him at a later date.
166. On January 22, 2016, Black, a resident of Canton, Ohio, drove to an address in Columbus, Ohio where respondent allegedly had an office; however, when he arrived, he discovered that respondent did not have an office at that location.
167. On January 25, 2016, respondent and Black met at the Summit County Courthouse.
168. During this meeting, Black expressed his frustrations to respondent and told him that it was okay if respondent did not want to represent him, but if that was the case, he wanted a full refund of the \$1,500 that he had paid him.
169. Respondent assured Black that he wanted to represent him and that he could help him with his legal issues.
170. Shortly thereafter, respondent picked up some documents from Black's house and told Black that he would contact him after he had reviewed the documents.
171. On February 5, 2016, Black sent respondent a text message because he still had not heard anything from respondent regarding his review of Black's documents. Respondent did not reply.
172. On February 23, 2016, respondent texted Black and inquired into whether Black had a complete copy of an appellate brief that had been filed in his case.
173. When Black saw this message, he became very frustrated because he had previously expressed to respondent that he did not believe the issues raised in his appeal were relevant to his current legal issues. Accordingly, Black called respondent to discuss his case and the direction it was headed.

174. During this conversation, respondent advised Black that it was important to know what happened in his underlying case, and as such, he had spoken to the public defender who had represented Black in the underlying rape/domestic violence case.
175. Following his conversation with respondent, Black contacted Attorney Tammi Johnson, the public defender who had represented him in his underlying case, to inquire into what she had told respondent. Johnson advised Black that she had never spoken to respondent, nor had she received any messages from him.<sup>5</sup>
176. Black also inquired into respondent's history as an attorney and learned that respondent had been suspended from the practice of law from December 30, 2015 to January 21, 2016. Respondent did not notify Black of his suspension, and in fact actively led Black to believe that he was eligible to practice law during this time.
177. On March 15, 2016, Black sent respondent a letter terminating his services and requesting a full refund of the \$1,500 that he had paid him. This letter was sent, via certified mail, to respondent's attorney registration address; however, it was returned to Black unclaimed.
178. To date, respondent has not refunded Black's money, nor has he taken any further action on Black's legal matters.
179. On March 17, 2016, Black filed a grievance against respondent.

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<sup>5</sup> Out of an abundance of caution, relator also spoke with Anthony Kaplanis, the attorney who had represented Black in an appeal from his conviction; however, Kaplanis also advised relator that he had never spoken to respondent and did not know who he was.

180. On March 23, 2016, relator sent respondent a Letter of Inquiry via certified mail. Although this letter was signed for by respondent's father on March 25, 2016, respondent failed to reply as requested.
181. On April 21, 2016, relator sent respondent a Second Letter of Inquiry. This letter was also signed for by respondent's father.
182. On May 9, 2016, respondent emailed relator, stating that his father had just provided him with several letters that had been sent to his house and requested an extension of time to respond to the letters. Respondent was given until May 16, 2016 to respond to the letters; however, to date, respondent has not replied to Black's grievance.
183. Respondent's conduct in Count Six violates the following Rules of Professional Conduct:
- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to draft or file any legal documents on Black's behalf;
  - Prof. Cond. R. 1.4(a)(4) (requiring a lawyer to comply as soon as practicable with reasonable requests for information from the client) by failing to respond to multiple text message, phone calls, and at least one letter from Black;
  - Prof. Cond. R. 1.4(a)(5) (requiring a lawyer to consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Ohio Rules of Professional Conduct or other law) by failing to notify Black of his suspension from the practice of law between December 30, 2015 and January 21, 2016;
  - Prof. Cond. R. 1.15(a) (requiring a lawyer to hold property of clients or third persons in an interest-bearing trust account) by failing to deposit or maintain Black's \$1,500 into his IOLTA until earned;
  - Prof. Cond. R. 1.15(d) (requiring a lawyer to promptly deliver to a client or third person funds or other property that the client or third person is entitled to receive and to provide an accounting of such funds upon request) by failing to provide Black with an accounting of his funds or a refund of unearned fees;

- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator’s March 23, 2016 or April 21, 2016 letters regarding Black; and
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by attempting to mislead Black into believing that he had spoken to Tammi Johnson.

**Count Seven – T.M.N.<sup>6</sup>**

184. In October 2012, T.M.N. contacted Legalshield, a legal service plan of which she is a member, regarding a custody matter involving her son. Legalshield assigned respondent to handle T.M.N.’s case. T.M.N. paid respondent to handle the custody matter, which he successfully handled to its conclusion.
185. While the custody matter was pending, T.M.N. also requested that respondent file for adoption of her grandson, D.L.N., whom she has had custody of since birth.
186. Respondent advised T.M.N. that he had never handled an adoption before, but that it should be “easy.”
187. On January 7, 2013, T.M.N. paid respondent \$750, which respondent stated would cover the adoption filing fee, the home inspection, the probate court costs, and his attorney fee.
188. For unknown reasons, respondent did not file the adoption petition until June 11, 2013 – over six months after he had been paid to do so.
189. Respondent also did not pay the deposit for an adoption assessor, whose responsibility it is to perform a home study and gather other information that will

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<sup>6</sup> Initials have been used rather than the full name to protect the confidentiality of the parties named with respect to this incident.

assist the probate court in determining whether the petitioner is a proper person to adopt. Without an assessor, the adoption process cannot proceed further.

190. Although respondent never paid for an assessor, he led T.M.N. to believe that the adoption was proceeding as normal, that it was a complicated process, and that he was waiting on the probate court to take action.

191. On August 15, 2013 at 9:22 A.M. and in response to a text message from T.M.N. questioning whether the adoption process might move faster with another attorney, respondent stated:

I have filed. Haven't heard anything from probate. I told you from the beginning that I don't do adoptions and had you contact an adoption attorney. They were too expensive. If you want to hire other counsel, give me their name and I'll send the remainder of your fee to them (minus the filing fee and a small fee for preparing the paperwork). Let me know who that is. Otherwise, we are at the mercy of the probate court.

192. Five minutes later, at 9:27 A.M., respondent texted T.M.N. and falsely stated that he was at the probate court trying to figure out the delay.

193. A few minutes later, respondent texted T.M.N. again and falsely stated that the "computer didn't generate a hearing date," but that he would get a "date for final hearing" and text her later in the day.

194. A few hours later, respondent texted T.M.N. and stated: "Date: October 21 at 3. But I need to meet with you next week to sign another document."

195. A final hearing date was never set in this matter, nor would one have even been scheduled until the adoption assessor had performed a home study. Moreover, had respondent actually inquired into the "delay" at the courthouse, he would

have been advised that the adoption process could not proceed any further until the deposit for an adoption assessor had been paid.

196. On September 18, 2013, respondent texted T.M.N. and stated that he needed additional documents signed, and inquired into when T.M.N. would be available to sign.
197. T.M.N. immediately advised respondent that she would be available on September 19, 2013 any time after 1:00 P.M. In response, respondent stated that he would check whether that time worked for him. Respondent never got back to T.M.N.
198. On September 19, 2013, respondent texted T.M.N. and inquired into whether she could sign the documents on either the following Tuesday or Wednesday (September 24 or 25, 2013). T.M.N. texted respondent that she was available on the 25<sup>th</sup> and inquired into what time he would like to meet. Respondent never replied.
199. On September 25, 2013, respondent texted T.M.N. and stated that he “got court all day unexpectedly” and inquired into whether T.M.N. could sign the documents on Friday, September 27, 2013. T.M.N. advised respondent that she was available on the 27<sup>th</sup> so long as it was before 9:40 AM or after 11:30 AM. Respondent never replied.
200. On October 17, 2013, respondent texted T.M.N. and falsely stated that the October 21, 2013 hearing date had been “delayed” because he needed documents signed.
201. In September 2013, T.M.N. filed for Chapter 13 bankruptcy.

202. Around this same time, respondent falsely informed T.M.N. that her bankruptcy filing had delayed the adoption process because the court wanted to ensure that she could financially support the child and that she was faithfully paying her debts through the Chapter 13 bankruptcy. While it is possible for a bankruptcy to delay an adoption, this is left to the discretion of either the adoption assessor or the court. Not only was an assessor never appointed in this case, respondent also never notified the probate court of T.M.N.'s bankruptcy filing.
203. Between approximately December 2013 and December 2015, T.M.N. made payments towards her Chapter 13 bankruptcy filing.
204. On or about December 13, 2015 and after having made 19 payments towards her bankruptcy, T.M.N. called respondent and requested information on whether she could now proceed with her adoption or if not, how much more she needed to pay towards her adoption. Respondent did not return her call; however, on Wednesday, December 16, 2015, respondent texted her and told her that he was "out of town until Thursday" (the following day) and that he would call her then. He never did.
205. On December 21, 2015, T.M.N. texted respondent and stated that she had not received a phone call from him as promised. Respondent and T.M.N. spoke later that afternoon, and T.M.N. again requested information showing whether she could proceed with the adoption, and if not, how much more she needed to pay towards the bankruptcy before she could proceed.
206. As of January 4, 2016, however, respondent still had not provided T.M.N. with the information that she requested leading her to text respondent and state, "you

are really slipping all I asked for is a piece of paper with information on it. That I NEED.....ASAP.”

207. On January 5, 2016, respondent stated that he would “get on it today;” however to date, T.M.N. has not received the requested information from respondent.
208. On April 18, 2016, T.M.N. filed a grievance against respondent.
209. On April 21, 2016, two Letters of Inquiry were sent to respondent via certified mail – one to respondent’s attorney registration address and one to the address of respondent’s father. The letter that was sent to respondent’s attorney registration address was returned to relator with the notation “Return to Sender, P.O. Box Closed.” The letter that was sent to respondent’s father’s address was signed for on April 23, 2016 and acknowledged by respondent on May 9, 2016.
210. Although respondent requested and received an extension of time until May 16, 2016 to respond to relator’s April 21, 2016 letter, to date, he has not done so.
211. Respondent’s conduct in Count Seven violates the following Rules of Professional Conduct:
  - Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to file an adoption petition on behalf of T.M.N. for over six months;
  - Prof. Cond. R. 1.4(a)(4) (requiring a lawyer to comply as soon as practicable with reasonable requests for information from the client) by failing to provide T.M.N. with information that she requested;
  - Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator’s April 21, 2016 letter regarding his representation of T.M.N.; and
  - Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by attempting to lead T.M.N. into believing that a file hearing date had been in the adoption

matter and by advising T.M.N. that her bankruptcy filing had delayed the adoption process.

### **Count Eight – William Jackson III**

212. In or about August 2013, William Jackson III, a resident of Covington, Georgia, retained respondent to represent him in a divorce from his estranged wife, Carlita.
213. Jackson paid respondent \$1,800 for his services.
214. On August 27, 2013, respondent filed a Complaint for divorce on behalf of Jackson in the Franklin County Court of Common Pleas.
215. A hearing was set in the matter for April 11, 2014; however, on April 8, 2014, respondent filed a Motion for Continuance.
216. On April 9, 2014, the court granted respondent's motion for continuance and rescheduled the hearing for May 15, 2014; however, respondent failed to appear at the rescheduled hearing. Accordingly, on May 19, 2014, the court dismissed Jackson's divorce complaint, without prejudice, for failure to prosecute.
217. Although Jackson's case had been dismissed, between at least November 2015 and May 2016, respondent continually led Jackson to believe that his case was pending and that all he needed to do was re-schedule the final hearing. For example, on February 1, 2016 and in response to an inquiry from Jackson regarding whether respondent needed anything else from him to finalize the divorce, respondent stated, "Nope. Don't need anything. Just a date and plane ticket. I'll get [a date] this week." Likewise, on February 23, 2016, respondent told Jackson that he was "going to finish and get a date."

218. On May 5, 2016, respondent texted Jackson and stated, “William: I have emailed you a couple times. Have you received them?” Respondent did so in an attempt to mislead Jackson into thinking that he had worked on the case and that it was Jackson who was holding up the process.
219. In response to respondent’s May 5, 2016 text, Jackson advised respondent that he had not received any emails from him. Jackson then inquired into whether the emails had been sent to his correct email address. Respondent stated that he would check; however, he never got back to Jackson, nor did he “resend” the emails.
220. On May 23, 2016, Jackson filed a grievance against respondent.
221. On May 26, 2016, a Letter of Inquiry was sent to respondent regarding Jackson’s grievance.
222. Although this letter was personally signed for by respondent on May 28, 2016, respondent failed to reply.
223. On July 11, 2016, a Second Letter of Inquiry was sent to respondent. Upon information and belief, respondent received this letter, to date, he has failed to respond to Jackson’s grievance or otherwise communicate with relator regarding this matter.
224. Respondent’s conduct in Count Eight violates the following Rules of Professional Conduct:
- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to appear at the hearing on behalf of Jackson and by failing to take pro-active steps to re-instate Jackson’s divorce case;

- Prof. Cond. R. 1.4(a)(3) (requiring a lawyer to keep a lawyer reasonably informed about the status of a matter) by failing to notify Jackson that his divorce case had been dismissed;
- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator's May 26, 2016 or July 11, 2016 letters regarding his representation of Jackson; and
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by attempting to lead Jackson into believing that he had sent him emails and by attempting to lead Jackson into believing that his divorce case was still pending.

### **Count Nine – Bridget Reitano**

225. In or about 2008, Bridget Reitano was diagnosed with Stage 4 cancer.
226. Reitano underwent two years of experimental chemotherapy and took an experimental drug for approximately four years.
227. In or about 2012, Reitano sought a second opinion, which revealed that she had been misdiagnosed and did not have cancer at all.
228. In 2012, Reitano and her husband, Jim, retained respondent to represent them in a medical malpractice case.
229. On October 1, 2012 and on behalf of the Reitanos, respondent filed a complaint against the Ohio State University Wexner Medical Center (OSUMC), the State of Ohio, the James Cancer Center, Dr. Kari L. Kendra, and John Does I-V in the Court of Claims of Ohio. This case was docketed as case no. 2012-07285 and assigned to the docket of Judge Patrick M. McGrath.
230. On October 2, 2012, the State of Ohio, Dr. Kendra and John Does I-V were dismissed from the case as either surplusage or because they were not state

agencies or instrumentalities that could be named as defendants in an original action before the Court of Claims.

231. On October 1, 2012, respondent filed a Motion for Extension of Time to File an Affidavit of Merit, which is a required document in medical malpractice cases. Respondent's request was granted, and he was given until January 4, 2013 to file an Affidavit of Merit.
232. On December 19, 2012, respondent requested an additional extension of time to file an Affidavit of Merit. Respondent's request was granted, and he was given until February 4, 2013 to file an Affidavit of Merit.
233. On February 1, 2013, respondent requested a third extension of time to file an Affidavit of Merit. Respondent's request was granted, and he was given until March 15, 2013 to file an Affidavit of Merit.
234. Respondent failed to file an Affidavit of Merit by March 15, 2013.
235. On March 18, 2013, the defendants, through counsel, filed a Motion to Dismiss for failure to file an Affidavit of Merit.
236. In response to this motion, respondent voluntarily dismissed the Reitanos' case; however, he did not notify the Reitanos of the dismissal, nor did he receive their consent for the dismissal. Instead, respondent led them to believe that the case was proceeding as expected.
237. On March 20, 2014, respondent refiled the Reitanos' complaint. The case was docketed as case no. 2014-00287 and was again assigned to the docket of Judge Patrick M. McGrath.

238. Respondent did not notify the Reitanos of the re-filed complaint because he never informed them of the earlier voluntary dismissal.
239. Even though Dr. Kendra, the State of Ohio, and John Does I-V had been previously dismissed from the case, respondent included these defendants in the re-filed complaint. They were again dismissed on March 21, 2014.
240. In April 2014, the defendants served discovery requests on respondent.
241. Although respondent filed a response to the discovery requests, he did not provide copies of Bridget Reitano's medical records, nor did he provide a copy of a written/recorded statement that he alluded to in his discovery responses.
242. The defendants, through their counsel, Assistant Attorney General Jeffrey Maloon, made several written requests for Bridget Reitano's medical records, as well as the written or recorded statement.
243. Although respondent consistently indicated that the information would be forthcoming, as of December 19, 2014, he still had not produced the requested information.
244. On December 19, 2014, the defendants filed a Motion to Compel. Respondent did not file a response.
245. On January 16, 2015, the Ohio Court of Claims granted the defendant's Motion to Compel and ordered that respondent provide the requested documents within 30 days of the entry.
246. Having not received the documents, Attorney Maloon sent an email to respondent on February 18, 2015 reminding him of the court's order. Maloon further advised

respondent that if the documents were not received by February 24, 2015, the defendants would be filing a Motion to Dismiss.

247. On February 23, 2015, respondent provided tax documents and insurance information to the defendants; however, he did not provide the requested medical records or the written or verbal statement.

248. On February 25, 2015, the defendants filed a Motion to Dismiss.

249. On March 19, 2015, respondent filed a response to the defendant's Motion to Dismiss. In his response, respondent requested that the Motion to Dismiss be denied and that the matter be set for a status conference.

250. Per respondent's request, a status conference was held on April 10, 2015.

251. Following the April 10, 2015 status conference, the Reitanos were ordered to produce a copy of the written/recorded statement that was identified in their discovery responses. They were also ordered to produce a list of all medical providers, doctors, or facilities that Bridget Reitano had seen or been admitted to following her treatment at defendant's facility, as well as signed authorization forms allowing the defendants to obtain medical records from these providers and facilities. These items were to be produced no later than April 17, 2015.

252. On July 27, 2015 and still have not having received some of the requested discovery items, particularly signed authorization forms for some of Bridget Reitano's medical providers and facilities, the defendants filed a second Motion to Compel. Respondent did not file a response.

253. On August 12, 2015, a status conference was held. Following the conference, the court granted defendant's Second Motion to Compel and ordered that the following tasks be completed by October 14, 2015:
- a. Depositions of Bridget and Jim Reitano;
  - b. Depositions and/or meeting with three physicians identified by respondent as either treating physicians or potential witnesses for the Reitanos;
  - c. Provision of signed authorization forms for four different medical providers/facilities; and
  - d. Filing of all expert reports for any expert identified by either side.
254. On October 15, 2015, the defendants filed a second Motion to Dismiss alleging that respondent had failed to fully comply with the court's August 12, 2015 order. Specifically, respondent did not provide deposition dates, nor did he make any of the three doctors available for deposition/meeting, and he did not file any expert reports.
255. On November 2, 2015, respondent filed a Memorandum in Opposition to the defendant's second Motion to Dismiss, and on November 5, 2015, the defendants filed a reply.
256. On December 14, 2015, and after consideration of the defendant's second Motion to Dismiss, respondent's Memorandum in Opposition, and the defendant's Reply, the court dismissed the Reitanos' case with prejudice due to a "pattern of non-compliance with court orders."
257. In or about January 2016, the Reitanos retained Attorneys Thomas Loepp and Geoffrey Eicher to represent them in an appeal of the court's December 14, 2015 dismissal.

258. Eicher made several requests for the Reitanos' file, as well as a request for a copy of respondent's malpractice declaration sheet. Although respondent assured Eicher that he would provide the requested items, to date, he has only provided what Eicher considers to be a "small portion" of the file. No declaration sheet has been provided.
259. On June 23, 2016, the Ohio Court of Claims dismissal order was affirmed on appeal. The Reitanos are currently in the process of pursuing a 60(b) Motion for Relief from Judgment.
260. On April 29, 2016, the Reitanos filed a grievance against respondent with the Akron Bar Association. The Reitanos' grievance was transferred to relator on May 25, 2016 and received by relator on May 31, 2016.
261. On June 2, 2016, relator sent two Letters of Inquiry to respondent concerning the Reitanos' grievance – one to respondent's attorney registration address and one to respondent's last known address.
262. As with previous letters, the letter sent to respondent's attorney registration address was returned to relator. The letter sent to respondent's last known address was signed for on June 4, 2016. Nevertheless, respondent failed to respond to the Reitanos' grievance.
263. On July 12, 2016, relator sent respondent a Second Letter of Inquiry regarding the Reitanos' grievance. This letter was signed for on July 14, 2016; however, to date, respondent has not filed a response to the Reitanos' allegations.
264. Respondent's conduct in Count Nine violates the following Rules of Professional Conduct:

- Prof. Cond. R. 1.1 (requiring a lawyer to provide competent representation to a client) by naming previously dismissed defendants in a re-filed complaint;
- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to file an affidavit of merit in case no. 2012-07285;
- Prof. Cond. R. 1.4(a)(1) (requiring a lawyer to promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required) by failing to notify the Reitanos' of the voluntary dismissal of case no. 2012-07285 or the re-filing of the complaint in case no. 2014-00287;
- Prof. Cond. R. 1.16(d) (requiring a lawyer to take reasonable steps to protect a client's interest upon termination of representation) by failing to provide Attorney Eicher with a copy of the Reitanos' file;
- Prof. Cond. R. 3.4(c) (prohibiting a lawyer from knowingly disobeying an obligation under the rules of a tribunal) by failing to provide requested discovery to the defendants even after being ordered to do so by the court;
- Prof. Cond. R. 3.4(d) (prohibiting a lawyer from making a reasonably diligent effort to comply with a legally proper discovery request) by failing to fully respond to discovery requests from the defendants;
- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator's June 2, 2016 or July 12, 2016 letters regarding his representation of the Reitanos; and
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by misleading the Reitanos into believing that that their case was proceeding as expected.

### **Count Ten – IOLTA**

265. At various times between April 2013 and December 2015, respondent has used his IOLTA at Huntington Bank, as well as his IOLTA at Fifth Third Bank, as a personal or business account.

266. Specifically, he has used his IOLTA accounts to pay his malpractice insurance premium, his phone bill, his cable bill, his childcare expenses, his car repair bill, and for various purchases/services through PayPal.
267. On at least one occasion, respondent also deposited personal funds into his IOLTA that he had received from his parents.
268. In addition, respondent's IOLTA at Huntington Bank is still titled in the name of respondent's former firm, Chuparkoff & Junga, even though the firm was dissolved in early 2014. As a consequence, the checks from respondent's IOLTA still carry the Chuparkoff & Junga firm name leading anyone receiving these checks to believe that respondent practices as part of a firm when he does not.
269. Respondent's conduct in Count Ten violates the following Rules of Professional Conduct:
- Prof. Cond. R. 1.15(a) (requiring a lawyer to maintain property of clients or third persons separate from his or her own property) by commingling client money with his personal funds; and
  - Prof. Cond. R. 7.5(d) (prohibiting a lawyer from stating or implying that they practice in a partnership if they do not) by failing to re-title his IOLTA at Huntington Bank after the firm of Chuparkoff & Junga dissolved.

#### **Count Eleven – Jack Brunotts**

270. Jack Brunotts retained respondent to represent him in a personal injury matter.
271. On April 30, 2012, respondent filed a complaint against Mason Estep and several other defendants in the Franklin County Court of Common Pleas. This case was docketed as Case No. 12 CV 005468 and assigned to the docket of Judge Kimberly Cocroft.

272. On June 12, 2012, Estep, through his counsel, Carl Anthony, served respondent with interrogatories and a request for production of documents.
273. Having not received a response from respondent, Anthony wrote to respondent on July 26, 2012 regarding the status of his discovery responses. Despite receiving Anthony's letter, respondent failed to provide the requested discovery.
274. On August 21, 2012, Anthony contacted respondent again. Following this letter, respondent provided written discovery responses, as well as some documents; however, his responses were incomplete.
275. On or about September 17, 2012, Anthony spoke with respondent regarding the incomplete discovery responses and requested that respondent supplement his discovery responses by October 15, 2012. Respondent failed to do so.
276. On October 24, 2012, Anthony again contacted respondent and requested that he supplement his discovery responses. He requested that the supplemental information be supplied within the week and advised respondent that if the information was not provided, he would be filing a Motion to Compel.
277. On November 13, 2012, Anthony filed a Motion to Compel.
278. On November 20, 2012, Judge Cocroft scheduled a status conference for December 12, 2012 to discuss pending discovery issues.
279. Following the status conference, Judge Cocroft granted the Motion to Compel and ordered that respondent provide supplemental discovery by January 11, 2013. Only after this order was issued did respondent provide the requested information.
280. On or about September 23, 2013, Brunotts agreed to settle his personal injury case for \$50,000. The settlement check was hand delivered to respondent on

September 24, 2013 and was deposited into respondent's Huntington Bank IOLTA the same day.

281. As part of the settlement, respondent agreed to satisfy a \$6,175 lien from Novacare, as well as two liens from Ingenix/Optum for \$2,535.90 and \$1,511.24. Respondent further agreed to provide Anthony with written confirmation that those liens had been resolved.
282. On October 18, 2013, respondent issued a check to Brunotts for \$20,000 for his share of the settlement; however, he did not issue any checks to Novacare or Ingenix/Optum.
283. Having not received confirmation that the Novacare or Ingenix/Optum liens had been settled, Anthony contacted respondent on November 19, 2013 and December 6, 2013. Respondent did not reply either time.
284. On December 19, 2013, Anthony contacted respondent for a third time. Respondent replied on December 30, 2013 and stated that he had been "out ill for a while" and that he had been "playing catch up since about November." Respondent promised to check on the lien issue and get back to Anthony "ASAP;" however, as of January 14, 2014, he still had not done so.
285. On January 14, 2014, Anthony emailed respondent and requested that the information regarding lien resolution be provided by January 17, 2014 and stated that if it was not provided by that date, he would have no choice but to file a Motion to Enforce the Settlement.
286. Having not yet received any information regarding lien settlement, Anthony wrote to respondent on February 13, 2014. In his letter, Anthony stated that "If we

don't have a resolution within the next seven days, I will have to file a motion to enforce the settlement agreement to push this. I don't think either of us wants to go that route, but I don't have any other options." Respondent did not reply.

287. On February 24, 2014, Anthony filed a Motion to Enforce the Settlement Agreement. Respondent did not file a response.
288. On July 14, 2014, the matter was sent for a hearing before Magistrate Christine Lippe on September 10, 2014.
289. During the hearing on September 10, 2014, respondent admitted that the money for Novacare and Ingenix/Optum had not been disbursed; however, he falsely implied that the money was in his trust account and had been there since his receipt of the settlement money in September 2013. *See* Paragraph 304.
290. During the September 10, 2014 hearing, respondent implied that he had been actively trying to reduce the amounts owed to Novacare and Ingenix/Optum, but admitted that the matter had gone on for "too long." Accordingly, respondent requested at least 30 days to resolve the matter and/or distribute the full amounts owed to Novacare and Ingenix/Optum.
291. On September 10, 2014, Magistrate Lippe ordered that respondent file a written report regarding the status of the liens by October 10, 2014. Respondent failed to do so.
292. On October 30, 2014, Anthony filed a Motion to Enforce Settlement and for Sanctions due to respondent's failure to comply with the court's September 10, 2014 order. Respondent did not file a response.

293. On December 4, 2014, the court granted Anthony's Motion to Enforce Settlement and for Sanctions and ordered respondent to resolve the liens by January 3, 2015 or be held in contempt of court. The Court also ordered respondent to pay the costs of the action, as well as \$2,500 in attorney fees to Anthony.
294. Respondent failed to resolve the liens or pay Anthony \$2,500 in attorney's fees by January 3, 2015.
295. On March 16, 2015, Anthony filed a Motion to Set Status Conference due to respondent's failure to comply with the court's December 4, 2014 order.
296. On March 24, 2014, the court granted Anthony's motion and scheduled a status conference for April 13, 2015.
297. During the status conference on April 13, 2015, respondent falsely asserted that he had mailed two checks to Ingenix/Optum in December 2014, but stated that he could not tell whether the checks had cleared his IOLTA. In reality, respondent did not issue checks to Ingenix/Optum until April 15, 2015. Both checks – one for \$1,000 and one for \$1,700 – cleared respondent's IOLTA on April 24, 2015.
298. On August 19, 2015, the court charged respondent with contempt of court for failing to pay the Novacare lien in a timely manner and offered respondent the opportunity to show cause why he should not be held in contempt at a hearing on September 8, 2015.
299. Only after this order did respondent contact Novacare and attempt to negotiate the lien.
300. On or about August 25, 2015, Novacare agreed to accept \$4,627.50 in full satisfaction of its outstanding lien.

301. On September 8, 2015, respondent appeared at the show cause hearing, admitted that he had not yet paid the Novacare lien, and provided the court with evidence of the lien reduction.
302. On the same day, the court ordered respondent to satisfy the lien by September 22, 2015 or be held in contempt of court.
303. On September 12, 2015, respondent issued a check to Novacare in satisfaction of the lien, and the check cleared respondent's IOLTA on September 22, 2015.
304. At all times between September 24, 2013 (the date that respondent deposited the settlement check into his IOLTA) and April 24, 2015 (the date that respondent paid the Ingenix/Optum liens), respondent should have had at least \$10,222.14 in trust to pay the Novacare and Ingenix/Optum liens (\$6,175 to pay the Novacare Lien and \$2,535.90 and \$1,511.24, respectively to pay the Ingenix/Optum liens); however, by March 27, 2014, the balance in respondent's IOLTA was only \$4,951.05. As of May 31, 2014, the balance in respondent's IOLTA was only \$5,092.15, and by November 30, 2014, the balance in respondent's IOLTA was only \$3,404.27. Rather than holding funds in trust for Novacare and Ingenix/Optum, respondent used the funds to pay personal expenses or expenses on behalf of other clients.
305. On July 18, 2014, relator sent respondent a Letter of Inquiry concerning his representation of Brunotts. This letter was signed for on July 20, 2016; however, to date, respondent has failed to respond to the letter or otherwise address relator's concerns regarding the *Brunotts* matter.

306. Respondent's conduct in Count Eleven violates the following Rules of

Professional Conduct:

- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to pay or resolve the Novacare and Ingenix/Optum liens in a timely manner;
- Prof. Cond. R. 1.15(a) (requiring a lawyer to hold funds belonging to a client or third party in trust) by failing to hold funds belonging to Novacare and Ingenix/Optum in trust;
- Prof. Cond. R. 3.4(c) (prohibiting a lawyer from knowingly disobeying an obligation under the rules of a tribunal) by failing to file a report with the Franklin County Court of Common Pleas by October 10, 2014;
- Prof. Cond. R. 3.4(d) (prohibiting a lawyer from making a reasonably diligent effort to comply with a legally proper discovery request) by failing to fully respond to discovery requests until after a Motion to Compel had been filed;
- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator's July 18, 2016 letter regarding his representation of Brunotts;
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by implying to the court on September 10, 2014 that the funds for Novacare and Ingenix/Optum had been in his trust account since September 2013, by using funds belonging to Novacare and Ingenix/Optum to pay personal expenses or expenses on behalf of other clients, and by advising the court that he had mailed checks to Ingenix/Optum in December 2014; and
- Prof. Cond. R. 8.4(d) (prohibiting a lawyer from engaging in conduct that is prejudicial to the administration of justice) by failing to pay or resolve the Novacare and Ingenix/Optum liens in a timely manner thus requiring opposing counsel to file two Motions to Enforce the settlement and necessitating the involvement of the Franklin County Court of Common Pleas.

#### **Count Twelve – Terence and Melissa Coates**

307. At varying times over the last 48 years, Terence J. Coates has served the City of Wickliffe, Ohio as either a policeman or a fireman.

308. In June 2015, the City of Wickliffe enacted an ordinance mandating that police and fire workers retire at age 65.
309. At the time of enactment, Coates was over the age of 65, and he was one of two individuals who would be immediately affected by the ordinance. Due to the ordinance, Coates last day of work would be December 31, 2015.
310. In addition, Coates had not received retirement credit for several years of service due to a miscommunication between the Ohio Public Employees Retirement System and the Ohio Police and Fire Pension Fund.
311. In or about June 2015, Coates retained respondent to represent him with respect to the newly enacted city ordinance, as well as his missing retirement credits.
312. On June 24, 2015, Coates and his wife, Melissa, met with respondent. Respondent advised Coates and his wife that he could assist them with their legal matters, and he requested a \$5,000 retainer.
313. On June 24, 2015, Coates gave respondent a check for \$1,000. Respondent did not deposit this check into his IOLTA. Instead, he deposited it into his personal account at US Bank and used the funds for personal expenses.
314. On June 25, 2015, respondent texted Melissa Coates and advised her that he would be sending an email on June 26, 2015, which would include a fee agreement, as well as confirmation of the \$1,000 partial payment.
315. On June 27, 2015, Coates mailed respondent a check for \$4,000. Respondent did not deposit this check into his IOLTA. Instead, he again deposited it into his personal account at US Bank and used the funds for personal expenses.

316. On July 7, 2015, Melissa Coates texted respondent because she had not yet received the fee agreement. Respondent replied that he was “in court today,” but that he would “resend” the fee agreement “later today or tomorrow.”
317. On July 9, 2015, Melissa Coates texted respondent and advised him that she still had not received the fee agreement. Respondent immediately replied and stated that he had just sent it again. To date, neither Melissa nor Terence Coates has received a copy of a fee agreement with respect to their \$5,000 payment.
318. In August 2015, respondent provided the Coates with a letter that he purportedly sent to the Mayor of Wickliffe on their behalf. This letter was never received by the mayor. Moreover, respondent never contacted the mayor’s office or Wickliffe City Hall to follow-up on a meeting request made in the letter.
319. On or about October 27, 2015, the City of Wickliffe issued a check to Terence Coates for \$8,533.37 and advised him that the check was available to pick up.
320. This check was issued solely due to the City of Wickliffe’s investigation into the Terence Coates’ missing retirement credits and not due to any legal work performed by respondent.
321. On or about November 2, 2015, the Coates met with respondent regarding pension issues and the actions he would be taking on their behalf with respect to the city ordinance. During this meeting, the Coates advised respondent that the \$8,533.37 check was available for pickup.
322. Following the meeting, respondent texted Melissa Coates and stated, “Have Terry find out where that check is and tell them I’ll be picking it up. I can get it

Wednesday or Friday. I want them to know that Terry had (sic) a lawyer so they start getting serious.”

323. On November 4, 2015, respondent picked up the \$8,533.37 check from Wickliffe City Hall. Respondent forged Terence Coates signature on the back of the check and deposited it into his IOLTA at Huntington Bank. This is the only contact that respondent had with the City of Wickliffe on behalf of the Coates.
324. After he had deposited the check, respondent advised the Coates that the \$8,533.37 was “untouchable” due to the ongoing issues with the City of Wickliffe. He further advised them that if they cashed the check, the City of Wickliffe would be “cleared” of any wrongdoing.
325. In December 2015, respondent advised Terence Coates to “let the city terminate” him on December 31, 2015 and that they would meet again in January 2016 to discuss their plan of action.
326. In January 2016, Terence and Melissa Coates met with respondent to discuss a potential age discrimination/wrongful termination lawsuit against the City of Wickliffe.
327. During this meeting, respondent inquired into how the Coates intended to pay for the litigation. The Coates initially wanted respondent to represent them on a contingency fee basis; however, they were open to suggestions. Regardless, the Coates advised respondent that they would have to withdraw money from their deferred compensation account in order to pay his fees.
328. On February 8, 2016 and while the Coates were still trying to determine how they wanted to pay respondent, respondent emailed the Coates and falsely advised

them that if he represented them on a straight contingency fee, they would not be able to recoup their attorney fees from the City of Wickliffe during the litigation, but that if he represented them on a “hybrid” basis, i.e. partial upfront payment and partial contingency fee, they would be able to recoup their upfront payment from the City of Wickliffe during the litigation.

329. Other than the above email, there was very little communication between respondent and the Coates during February 2016 except for respondent inquiring into whether the Coates had received the money from their deferred compensation account yet.
330. On March 3, 2016 and at respondent’s suggestion, the Coates entered into a “hybrid” fee agreement with respondent. Specially, they agreed to pay him a \$15,000 retainer, which was to be billed against at the rate of \$250/hour, plus 30% of any settlement or verdict that respondent was able to obtain through the age discrimination/wrongful termination lawsuit.
331. On the same day, the Coates gave respondent a check for \$15,000. Respondent did not deposit the \$15,000 into his IOLTA. Instead, he again deposited the check into his personal account at US Bank and used it to pay personal expenses.
332. Around this same time, respondent also advised the Coates that he had approximately \$3,000 of their initial \$5,000 retainer remaining; however, he never provided them with a formal accounting of their funds.
333. Upon receipt of the \$15,000 check, respondent advised the Coates that he would file a lawsuit on their behalf within the next two weeks through the Lake County

Courts. Respondent never did so, nor did he take any further action on behalf of the Coates.

334. Between March 21, 2016 and July 25, 2016, Melissa Coates attempted to contact respondent multiple times by text, phone, and email regarding the status of their case. In response to Melissa Coates' inquiries, respondent texted the following:

- I have had a few things pop up and I have not forgotten about you.
- I've been stuck in trial for the last few days and I am losing track of returning calls.
- Call you in a while. I am in court now.
- My son is at the doctors. I will call you back.
- I can't answer the phone right now.

335. On July 25, 2016, Terrence Coates sent a letter to respondent terminating his services, and requesting a return of their initial \$5,000 retainer, their \$15,000 retainer, and the \$8,533.37 that respondent had deposited into his IOLTA on their behalf. This letter was sent to four different addresses that the Coates had for respondent.

336. To date, respondent has failed to respond to this letter or refund any of the Coates' money.

337. Although respondent should be holding at least \$26,533.37 in trust for the Coates (\$3,000 from their initial retainer, \$15,000 from their second retainer, and \$8,533.37 in pension funds), as of June 30, 2016, the balance in respondent's IOLTA was a negative \$244.54.

338. On August 15, 2016, the Coates filed a grievance against respondent.

339. On August 18, 2016, relator sent respondent a Letter of Inquiry, via certified mail, regarding the Coates' grievance. Although this letter was signed for on August 23, 2016, to date, respondent has failed to respond to the Coates' grievance.

340. Respondent's conduct in Count Twelve violates the following Rules of

Professional Conduct:

- Prof. Cond. R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client) by failing to take any action on behalf of the Coates other than to pick up a check;
- Prof. Cond. R. 1.15(a) (requiring a lawyer to hold funds belonging to a client or third party in trust) by failing to deposit and hold the Coates funds in trust;
- Prof. Cond. R. 1.15(d) (requiring a lawyer to promptly deliver to the client any funds other property that the client is entitled to receive) by failing to provide the \$8,533.37 to the Coates;
- Prof. Cond. R. 1.16(e) (requiring a lawyer who withdraws from employment to promptly refund any part of a fee paid in advance that has not been earned) by failing to refund any portion of the Coates' \$5,000 or \$15,000 retainers;
- Prof. Cond. R. 8.1(b) (prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority) by failing to respond to relator's August 18, 2016 letter regarding his representation of the Coates;
- Prof. Cond. R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) by using the Coates funds for personal expenses; by misleading the Coates into believing that he had sent a letter to the City of Wickliffe on their behalf; by advising the Coates that they would not be able to recover attorney fees if he represented them on a strict contingency fee basis; and by advising the Coates that the \$8,533.37 was "untouchable."

**Statement of Restitution Pursuant to Gov. Bar. R. V(10)(E)(1)(b)**

341. At a minimum, respondent owes:

- \$933.70 to LawCash (Count One);
- \$3,664.65 to Ohio Mutual Insurance (Count Two);
- \$1,500 to Lawrence Black (Count Six); and
- \$28,533.31 to Terrence Coates (Count Twelve).

In addition, respondent owes restitution to Tammy Kantorowski (Count Three), Deborah Crist (Count Five), T.M.N. (Count Seven), and William Jackson (Count Eight); however, the exact amount of restitution owed cannot be determined until after discovery in this matter has been completed.

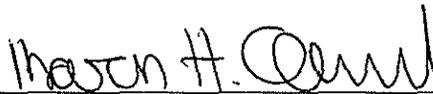
### CONCLUSION

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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Scott J. Drexel (0091467)  
Disciplinary Counsel



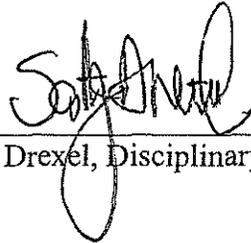
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**CERTIFICATE**

The undersigned, Scott J. Drexel, Disciplinary Counsel, of the Office of Disciplinary Counsel of the Supreme Court of Ohio hereby certifies that Karen H. Osmond 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 28, 2016

A handwritten signature in black ink, appearing to read "Scott J. Drexel", written over a horizontal line.

Scott J. Drexel, Disciplinary Counsel