

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

In Re: : **08-0423**

Complaint against : **Case No. 06-085**

Jeffrey A. Catanzarite : **Findings of Fact,**
Attorney Reg. No. 0015203 : **Conclusions of Law and**
: **Recommendation of the**
Respondent : **Board of Commissioners on**
: **Grievances and Discipline of**
Akron Bar Association : **the Supreme Court of Ohio**
:
Relator :
:

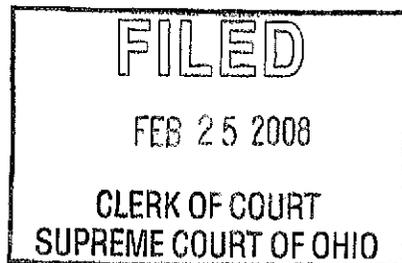
1. This matter came on for final hearing on November 8, 2007 in Akron, Ohio before panel members Attorney Francis E. Sweeney, Jr., Cuyahoga County Ohio, Judge Joseph J. Vukovich of Mahoning County, Ohio and Attorney Jean M. McQuillan of Cuyahoga County, Ohio, Chair. None of the panel members was a member of the probable cause panel that heard this Complaint and none resides in the appellate district from which this Complaint arose.

2. This grievance relates to Respondent's prospective representation of David Hirsch and Robert Joyce of Professional Dynamics in 2006.

3. The Respondent was present at the final hearing and Attorneys Alfred Schrader, Patricia Vance and David Lowery represented the Relator.

4. At final hearing the panel heard testimony from the Respondent, David Hirsch and Robert Joyce.

Procedural History



5. Relator filed a complaint on October 23, 2006 alleging that Respondent violated eight Disciplinary Rules in his actions with Messrs. Hirsch and Joyce. Respondent answered. A hearing panel was appointed and Final Hearing was scheduled for April 23, 2007.

6. On April 3, 2007, Relator filed a Motion for Examination of Respondent pursuant to Gov. Bar Rule V Section 7(C)(1)(b) placing in issue whether Respondent had a mental illness which may substantially impair his ability to practice law. Respondent also moved for Continuance of the Final Hearing. Respondent moved to strike the Motion for Examination pursuant to Ohio Civil Rule 12(f). Relator's Motion for Examination and Respondent's Motion for Continuance were granted and Respondent's Motion to Strike was overruled. The Board ordered examination of the Respondent by Dr. Sam Nigro, a psychiatrist, on May 7, 2007. On April 16, 2007 Respondent filed a Motion asking to exclude all Relator's witnesses from final hearing because Relator failed to file its witness list on or before March 23, 2007. Relator's response established that the witness list had been faxed to Respondent on March 23 and mailed to the Board on March 23 (but file-stamped on March 26). Respondent's Motion was denied.

7. On May 17, 2007 Respondent filed four Motions: a Motion to Dismiss, A Motion to Vacate Order (for examination), A Motion for Sanctions and a Motion for Recusal (of the panel chair). The basis for these motions was a transmittal letter of the Motion for Examination sent by Relator to the Panel Chair and copied to the Respondent. Respondent argued that this enclosure letter was an inappropriate *ex parte* communication. Relator filed responses to all four Motions and Respondent's four Motions were denied on June 12, 2007.

8. On June 29, 2007 Relator filed a Motion to Find Respondent in Contempt for failing to comply with the Board's Order for Examination. Respondent's response "Motion" described attempts to schedule an appointment with Dr. Nigro. On August 14, 2007 Relator's Contempt

Motion was denied as moot since Respondent had completed an examination with Dr. Nigro. Dr. Nigro's Report was filed with the Board on August 14, 2007 and all parties were given 15 days to file any objections. No objections were filed.

9. Final hearing was re-scheduled for November 8, 2007 and the parties were ordered to submit any supplemental witness lists on or before October 5, 2007. Relator filed a supplemental witness list on October 12, 2007 and Respondent moved to exclude said witnesses. Respondent's Motion was denied as moot since Relator chose not to call any of the supplemental witnesses at final hearing.

Findings of Fact

10. Respondent, Jeffrey Catanzarite attended the University of Akron Law School and was admitted to the Ohio Bar in 1979. He has had no prior disciplinary actions. Respondent also holds an MBA and most of his practice has been the representation of closely held corporations, taxation and finance.

11. David Hirsch contacted Respondent in January 2006. Another firm he did business with had recommended Respondent. Hirsch, Robert Joyce and Gemberling were partners in a recruiting business, Professional Dynamics. Hirsch spoke to Respondent by phone for 15-20 minutes explaining that they had problems with their partner Gemberling -- he had abandoned their business after incurring quite a bit of debt. According to Hirsch, Respondent told him that their first meeting would be a consultation and there would be no charge but, " if he (Respondent) agreed to take the case and we agreed to use him, the would require a \$1,000 retainer and the balance would be due as we went further with it." (21) (Numbers refer to pages in the hearing transcript). Hirsch made an appointment for him and Joyce to meet with Respondent. At the first meeting Hirsch and Joyce

explained their problems with Gemberling. The parties agree that this meeting took no more than 1 ½ hours.

12. Joyce testified that at the meeting Respondent mentioned a retainer but Joyce believed at that point in time they were under no commitment because they were still evaluating whether Respondent was going to be their attorney of choice. Joyce recalled Respondent mentioning a payment of \$1,000 and a maximum of \$5000. (50-51) Both Hirsch and Joyce testified that they made no commitment to hire Respondent when they ended the meeting, telling him they would think about think about it over the weekend. They had a meeting set with another attorney the following week to do the same thing. (20-21, 33-34, 52-53)

13. In the course of this initial meeting, Hirsch and Joyce explained their difficulties with their errant partner. Respondent discussed some of the things he had seen in the past in similar situations. Both Hirsch and Joyce testified that the only solution Respondent suggested at that meeting was that Joyce try to directly contact Gemberling to set up a meeting and see if the partners couldn't work it out. (20, 50)

14. Respondent testified that Hirsch and Joyce told him that Gemberling had five major problems Respondent often found will cause conflict in closely held corporations and partnerships: drugs, alcohol, gambling, health and marital problems. (82) After being questioned several times about details of his strategy beyond having Joyce call Gemberling to set up a meeting, Respondent explained the strategy: "we have to get Gemberling in cooperatively, At that point in time, we bring him back in as a team player. We get him to accept his role and start doing some work that he can bill for. As it stood there were two of the three shareholders and only two of them were being productive. Gemberling had his problems, according to them. So we get Gemberling back in and let him know that, we accept you back, everything is okay, lets get going, let's do things like we did

before. That is a major achievement by the way.” (99-100)

15. Some time after their first meeting Respondent called Hirsch and asked how things were going and asked where his check was. Hirsch testified he told Respondent if we decide to go forward with you we will send a check. (36)

16. Joyce testified he had although he had already tried unsuccessfully to approach Gemberling to talk with him, he tried it again after the meeting with Respondent without success. Joyce called Respondent on Monday January 15 and told Respondent that he had called Gemberling who again refused to meet with Joyce or Hirsch. (53-55) In that phone call with Respondent Joyce testified there was no discussion about fees or about retaining Respondent to represent them or any other approach to their problem partner. (71-72) After this telephone conversation Joyce received a fax letter from Respondent on Monday January 15. Respondent’s letter stated, “You have already begun implementation of our plan regarding your former partner. We have agreed to my legal fee of \$5,000, payable \$1,000 immediately and \$1,000.00 on the 15th day of February, March, April and May of 2006. I will provide all necessary services to resolve the bank loan issue and the corporate procedures needed to reflect Mr. Gemberling’s resignation. This fee shall govern unless litigation becomes necessary.” (Ex. 2)

17. Some short time thereafter, Respondent called Hirsch asking about payment of his retainer. Hirsch repeated that they would pay if they decided to hire Respondent. Respondent became very angry and profane, demanding his fee. According to Hirsch, Respondent said, “you’re f-ing dicking me around, I want my f-ing money and I’m going to f-ing sue you.” (23) Hirsch testified, “I’ve been in business for 30 years and I’ve never had anybody treat me in quite the same manner. It really took me aback. I was shocked.” (36-37) Joyce testified that Hirsch came to his office after this phone call, visibly upset, reporting that he had a call from Respondent demanding

his fees, using profane language and threatening to sue them. (56) Hirsch never spoke to Respondent again.

18. Joyce testified that Respondent called him a couple times afterwards with the intent of charging less fees, first mentioning \$1,000 and then \$300. Joyce never agreed to either proposal from Respondent since he wanted to consult with Hirsch. In the final call from Respondent about his fees, Respondent told Joyce he would invoice them for \$300 and Joyce told Respondent he would talk to Hirsch about the invoice. The next day Joyce and Hirsch received by fax some type of written notice that they were or were going to be sued by Respondent. (61-64)

19. On February 2, 2006 Respondent filed suit in Akron Municipal Court against Professional Dynamics. (Ex. 3) Respondent alleged that Hirsch had agreed to pay a non-refundable \$1,000 retainer to Respondent at the time of their first meeting. Respondent further alleged that at the time of the first meeting that “a specific strategy to solve Defendant’s problem was agreed to and the fee to be paid to Plaintiff by defendant was fixed at \$5000.” Paragraph 5 of the complaint alleged “shortly after implementing the first step of the strategy, Bob Joyce, an officer of defendant called Plaintiff to advise him of how well the first step went and shared his optimism of how things might go from here.”

20. Joyce testified expressly that he had never expressed optimism to Respondent about “the first step of the strategy” in fact quite the opposite, he reported to Respondent that Gemberling refused to meet or cooperate. (71-72)

21. Joyce and Hirsch hired a lawyer to represent them in the Municipal Court lawsuit, incurred legal expenses and took time from their work to appear . Their attorney settled with Respondent in April 2006 for a payment of \$300. They settled the suit with Respondent because “enough time and enough money had been spent and it was time to move on.” They had already

hired another attorney to represent them about the matter with Gemberling and had taken action and moved forward with that. (67)

22. Respondent testified that as of the time of the lawsuit he had spent two hours on this matter. (79) He testified that at the first meeting Hirsch and Joyce wanted to sue and he recommended, based on 28 years in practice and his MBA that he didn't think that was a good way to go. He testified that he sued Hirsch and Joyce because he was "giving away the benefit my 28 years in practice and my MBA, that I expect \$1,000. Well, he didn't have it. An hour and a half goes by and then he tells me he didn't have it. Then we agreed to a flat \$5,000 fee, period, and no retainer." (84) Respondent testified at several points in the hearing that Joyce was pleased and amazed that Gemberling was willing to sit down and talk to them when previously he had refused. (85-89) When confronted with the fact that Joyce and Hirsch had to hire another attorney to deal with Gemberling and whether that was consistent with Respondent's testimony that Joyce told him that his advice to informally approach Gemberling has been successful Respondent explained: "Well, if they didn't hire me to resolve the problem and they hired another attorney – I certainly believe that they did that. That was their decision. They didn't have to hire an attorney because they didn't hire me. They had to hire an attorney because they had a problem." (89)

23. Respondent was asked to explain how and when Hirsch and Joyce agreed to the \$5000 fee. "They specifically agreed to it orally. I followed up with a letter. By that time he (Joyce) had already called Gemberling and decided that they could go it on their own. Or one of them did. I suspect it was Hirsch who decided, rather than scratch this guy a check, we'll do it on our own." (92)

24. To defend the Municipal Court lawsuit, Joyce and Hirsch planned to use an attorney, Bill Zavarello, to testify about the reasonableness of Respondent's fees. After Mr. Zavarello was

identified as an expert for Hirsch and Joyce, Respondent filed a complaint with the Bar against Mr. Zavarello relating to his proposed testimony. The complaint was dismissed at intake. Respondent testified that he filed a complaint against Zavarello because a year and a half before, Zavarello had called him and threatened him because “he believed I had given advice to some of his clients who were disgruntled with his (Zavarello’s) exorbitant fees. I felt, how can a man that’s threatened me and ended a phone conversation by saying I’m going to get you, be honest in his testimony? So I filed a Bar complaint.” (105) Respondent testified that he believed that Mr. Zavarello had motivated this disciplinary action. (108-109)

25. Respondent stipulated that he does not have malpractice insurance and he did not so inform Hirsch or Joyce. He does have the notice form proscribed by DR 1-104 but neglected to provide it to Joyce or Hirsch. Respondent also testified that he does not presently have an IOLTA account because he does not take client funds such as retainers – he typically bills for his services as they are performed. He stated he would have opened an IOLTA account if he accepted a retainer from the grievants in this case.

26. During the investigation of this grievance, Relator attempted to schedule a meeting between the Grievance Subcommittee and Respondent. Respondent left a phone message for Relator asking for a letter limiting what the Committee would explore and setting forth exactly what questions they would ask. Absent this letter, Respondent would not appear. Relator’s counsel replied and faxed the Bar’s response declining to so limit the Committee’s investigation. The response was faxed to Respondent the day before the scheduled meeting. Respondent testified he did not receive the fax response and therefore did not appear for the meeting. (118) Respondent was then subpoenaed for deposition and appeared and gave testimony. (Ex. 1 Deposition of Respondent)

27. During the course of these proceedings, around the time that Respondent filed the four

Motions seeking to dismiss this action or vacate the Order for an Examination on the basis that Relator's transmittal letter was an *ex parte* communication, Respondent prepared a letter to Disciplinary Counsel making a complaint about Relator's improper communication. Respondent sent a copy of this April 12, 2007 letter to Relator's counsel, Mr. Schrader. Respondent never sent the original letter to Disciplinary Counsel and never told Relator's counsel that he had decided not to send the letter. (128-130, 142-143) (EX. 5)

28. At the final hearing, Respondent told the Panel that he should have included a quantum meruit claim in his complaint against Hirsch and Joyce and that he probably shouldn't have filed the lawsuit. The panel asked Respondent "When you became aware there was an issue with regard to the representation of Mr. Hirsch and Mr. Joyce, why didn't you just let it go? (131-132) Respondent testified when he spoke to Hirsch he thought it was 'the brush-off'. He testified, "Oh, I believe it happens to us all the time, but this particular case was -- it stuck in my craw." (134) He believed that the request for a psychiatric examination was without any real basis and that it was intimidation and 'beneath contempt.' (166-168)

Conclusions of Law

29. The Relator alleges in its Complain that Respondent's actions have violated the following Disciplinary Rules:

- | | |
|----------------|--|
| DR 1-102(A)(6) | (Engaging in any other conduct that adversely reflects on the lawyer's fitness to practice law.) |
| DR 1-104 | (Failing to give notice regarding malpractice insurance) |
| DR 2-106(A) | (Entering into an agreement or charging a clearly excessive fee) |
| DR 2-106(B) | (Factors that are guides in determining the reasonableness of a fee) |
| DR 2-110(A)(3) | (A withdrawing lawyer shall refund unearned fees) |
| DR 7-102(A)(1) | (In representing a client taking action to harass or maliciously injure another) |

DR 9-102(E) (Failing to maintain an IOLTA account for client funds)
Gov Bar R. V(4)(G) (Neglecting or refusing to assist in an investigation)

30. As a preliminary matter, the Panel must decide whether or not the evidence submitted establishes that an attorney-client relationship and an agreement for legal services was entered into between Respondent and Messrs Hirsch and Joyce. This conclusion will affect the Disciplinary Rules that apply to the situation. The panel concludes by clear and convincing evidence that Messrs Hirsch and Joyce never established an attorney-client relationship and never made an agreement for legal services with Respondent. The panel finds the testimony of both grievants to be credible and consistent. Their words and actions were consistent with lay people who were interviewing lawyers to determine who they were comfortable with and who may best represent their interests. All parties agree that Respondent's only recommendation was to have Mr. Joyce try to informally approach Gemberling and bring him back into the fold. While Mr. Joyce had tried that before without success, he tried it again without success and so informed Respondent who offered no other recommendations. Respondent's position that Joyce reported great success and that his advice about an informal approach was somehow an exclusive product of his years of legal expertise is incredible. If Joyce had had great success, why did they need to hire another attorney to pursue actions against Gemberling? The panel concludes that the grievants were never more than prospective clients, interviewing lawyers to determine which one may have the best approach for their situation or best represent their interests.

31. DR 1-104 provides that "a lawyer shall inform a client...at the time of the client's engagement...if the lawyer does not maintain professional liability insurance..." Since the panel has concluded that the grievants never engaged Respondent's services, the panel finds that there is no clear and convincing evidence that Respondent violated DR 1-104.

32. The panel finds by clear and convincing evidence that Respondent violated DR 2-

106(A) when he charged and collected a clearly excessive fee. Respondent's actions in filing a breach of contract action in Akron Municipal Court to collect \$5,000 for what he knew at the time of filing was, at maximum, two hours of his time spent with the grievants is clearly excessive. Regardless whether Respondent characterized his fee proposals as non-refundable retainers or flat fees, at the time he filed suit he knew whatever relationship he had with Joyce and Hirsch was terminated and he was seeking compensation for at most two hours time. Since DR 2-106(B) only lists the factors used to determine if a fee is excessive, the panel finds no violation of DR 2-106(B).

33. The panel finds there was no clear and convincing evidence to support a violation of DR 2-110(A)(3) as there is no evidence the Respondent received any fees paid in advance.

34. The panel finds by clear and convincing evidence that Respondent violated DR 7-102(A)(1). The respondent, representing himself, sued Messrs. Joyce and Hirsch for \$5,000 when he knew that he had only done two hours work. Respondent's testimony and demeanor at deposition and hearing convince the panel that Respondent's motivation for the lawsuit was to harass the grievants. The testimony was that the day after agreeing to invoice grievants for \$300, the Respondent pursued a lawsuit. This action combined with his repeated testimony that he believed the grievants were trying to cheat him convinces the panel that the lawsuit was meant to intimidate and harass.

35. The panel does not find there was clear and convincing evidence that Respondent violated DR 9-102(E). Respondent's testimony that he had had an IOLTA account when he did some personal injury work but had closed it and now did not accept client funds as retainers but rather billed for his services as they were performed was unchallenged.

36. The panel finds by clear and convincing evidence that Respondent violated Gov. Bar Rule V (4)(G) and DR 1-102(A)(6). Taken together, Respondent's conduct and attitude throughout

these proceedings was not cooperative and at times was deliberately intimidating. Respondent's conduct at his deposition was belligerent and intimidating. (Exhibit 5)

Bar Counsel: I am asking whether you were aware that a meeting was set up.

Respondent: And you didn't fax me – you are not going to put words in my mouth. I am a lawyer. You are not smart enough to catch me doing something dishonest. I didn't do anything wrong here. You did.

Bar Counsel: Okay, well then, let's mark this as Exhibit A

Respondent: And, believe me, a complaint is going to be filed against you.
(page 15)

Bar Counsel: Well do you think it is fair to sue somebody for \$5000 for an hour's worth of time? I am sorry. Two hours worth of time?

Respondent: I am sure defense lawyers do it all the time. I would say yes. A breach of contract is a breach of contract. They got \$5000 worth of advice, anyway. They were too ignorant to follow it.

Bar Counsel: I thought you said earlier that you got a call from Mr. Joyce indicating that he—

Respondent: It went well. They got \$5000 worth of advice. They paid nothing for it. I am glad they had problems. They deserve it. That is what shysters get for their dishonesty. (pages 35-36)

Bar Counsel: Do you remember when you faxed what you now call a fee agreement to them?

Respondent: It probably says right at the top of what you have in your records there.

Bar Counsel: The question is do you remember? Is the answer no?

Respondent: This is not a memorable event in my life like it is in yours. Trying to find fault with somebody, that is your goal in life.

Bar Counsel: Can you mark this Exhibit E?

Respondent: Why don't you go after somebody who is doing something wrong? Quit wasting my time and your time and the Bar association's time. This is pathetic. (page 38)

Bar counsel: Tell me when you think you should have people sign this form (DR 1-104 form)

Respondent: I think I already explained that before. After I am engaged. That is what the DR provides. Do you have a problem understanding that? Or is that not the answer you want? You want a convicting answer. Well, you are not going to get one.

....

Respondent: You want something that you can complain to the Supreme Court about me for. Do it. Do whatever you want. And I am coming after you personally.

Bar Counsel: Okay. That is all the questions that I have at this time. (pages 54-55)

37. Respondent's conduct during the deposition, must be added to his letter to Disciplinary Counsel about the allegedly ex parte transmittal letter; it was never sent to Disciplinary Counsel but copied to Bar Counsel in this case, as well as his threats against the lawyer who was going to serve as an expert for Hirsch and Joyce defending themselves in Akron Municipal Court. Respondent's conduct and the multiple motions filed herein may be considered a vigorous defense but the Panel concludes that Respondent's practice of threats and intimidation against those questioning his actions are clear and convincing evidence of a lack of cooperation.

Mitigation, Aggravation and Sanction

38. The panel finds that pursuant to BCGD Proc. Reg. 10(B)(1) the following matters in aggravation are present: a dishonest or selfish motive, lack of cooperation in the disciplinary process, refusal to acknowledge the wrongful nature of his conduct, and vulnerability and resulting harm to victims of the misconduct.

39. The panel finds pursuant to BCGD Proc. Reg. 10(B)(2) the following matter in mitigation is present: no prior disciplinary offenses. The respondent submitted no character evidence.

40. Pursuant to Gov. Bar Rule V (7)(C)(2) the report of Dr. Samuel Nigro was filed with the Board and considered as evidence by the Panel. Dr. Nigro did not find evidence of any mental condition which would mitigate Respondent's conduct. Dr. Nigro did conclude, "Mr. Catanzarite has a maladaptive paranoid personality style which interferes greatly with his career and social functioning." Dr. Nigro could not identify any symptoms for which medications could be of some

help but expressed hope that Respondent may want “to explore in intense psychotherapy ways to change but that is doomed to failure unless he really want to do it.” Dr. Nigro suggested that Respondent might have hidden alcohol use. Respondent submitted to the panel as an exhibit to Respondent’s Response to Sanctions Recommendation a Substance Use/Abuse Evaluation reported on November 30, 2007 from Kathy Altieri, PhD, LICDC which found a low probability of a Substance Dependence Disorder. The report made no comment on Dr. Nigro’s conclusion about Respondent’s personality style.

41. From this evidence the panel concludes there is no evidence of a mental illness or a mental condition which would mitigate Respondent’s misconduct.

42. Respondent did at final hearing express some regret and acknowledge that he probably should not have filed suit against Hirsch and Joyce. His demeanor and approach at the final hearing towards the panel was not as combative or intimidating as his behavior at his deposition. However, the Panel is not convinced that Respondent understands and appreciates the wrongful nature of his conduct. He came to believe that Hirsch and Joyce, instead of interviewing lawyers to inform their choice of counsel, were out to steal his expertise. He became angry about it and aggressively used the legal means available to him to harass and intimidate them. In a justice system in which we encourage the public to interview lawyers to make informed choices about hiring a lawyer, Respondent’s conduct not only violates the disciplinary rules but also the spirit of service to the public and prospective clients.

43. The Relator recommended sanction was a one year suspension with six months stayed on the conditions:

- (a) That Respondent enters into a contract with OLAP to obtain proper psychological assistance;

- (b) That Respondent attend anger management classes;
- (c) That Respondent have his practice monitored by an attorney appointed by the Relator or the Board of Commissioners;
- (d) That Respondent be under a one-year probationary period, during which time he must comply with all the Disciplinary Rules (which would be co-extensive with the suspended six month portion of the sanction)

44. Respondent maintains in his brief on sanctions that he has repeatedly cooperated and has been completely forthright, that Dr. Nigro found him totally normal, and that he has not insisted he did nothing wrong, but rather explained the reasons for his actions. He recommends that in the event the Panel finds any violations, a reprimand would be a severe enough sanction. Any suspension denying him the ability to make a living would be grossly unjust.

45. The cases cited by Relator include sanctions ranging from a two year suspension with one year stayed for commingling and a failure to cooperate in *Disciplinary Counsel v. Morgan*, 114 Ohio State 3d 179, 2007-Ohio-3604, to a one year suspension with six months stayed for neglect of multiple clients and charging non-refundable retainers aggravated by non-cooperation in *Stark County Bar Assn v. Watterson*, 103 Ohio St 3d 322, 2004-Ohio-4776. There are no prior cases that deal with conduct similar to Respondent towards prospective clients. In *Cuyahoga County Bar v. Wise*, 108 Ohio St 3d 164, 2006-Ohio-550, Wise represented a mother in a custody dispute. In the course of her representation he made threatening remarks and resorted to intimidation tactics with opponents. While Wise had no prior discipline and no finding of dishonesty or self-interest, he refused to accept responsibility for any wrongdoing and insisted that witnesses were in a conspiracy against him. The Supreme Court ordered a one-year suspension with six months stayed.

46. In this instance the panel must balance that this grievance involves one case of

prospective clients for a Respondent with a long practice history with no prior disciplinary violations. On the other hand, the panel is convinced the Respondent was not honest about his dealings with the grievants and his motivations for filing a lawsuit against them. The panel finds the Respondent's threatening and intimidating treatment of his prospective clients and the Bar investigators the most troublesome aspect of this case. The panel also has evidence from Dr. Nigro that the Respondent has a maladaptive paranoid personality style that interferes greatly with his career and social functioning, which can be changed only if Respondent really wants to do it. It appears imperative that any sanction must include a component that protects future prospective clients.

47. After balancing these factors the panel recommends that the Respondent be suspended from the practice of law for one year with six months suspended on the following conditions:

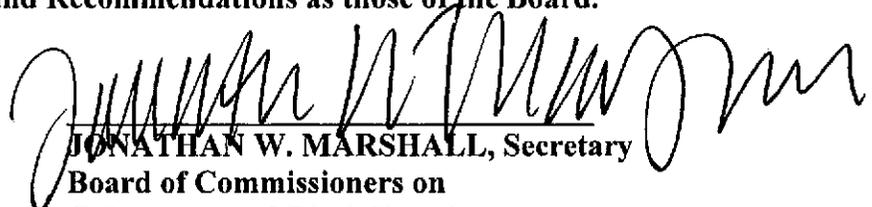
- (a) That the Respondent be evaluated by The Ohio Lawyers Assistance Program (OLAP), and enter into a contract and follow all counseling or treatment recommendations made by OLAP for the applicable term of the OLAP contract;
- (b) That the Respondent be under probation for one year following the completion of his period of actual suspension with his practice monitored by an attorney appointed by the Relator to insure his compliance with all the Rules of Professional Conduct.

BOARD RECOMMENDATION

Pursuant to Gov. Bar Rule V(6)(L), the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio considered this matter on February 8, 2008. The Board adopted the Findings of Fact, Conclusions of Law and Recommendation of the Panel and recommends that the Respondent, Jeffrey A. Catanzarite, be suspended from the practice of law for a period of one year with six months stayed. The Respondent shall serve one year of

probation and comply with the terms contained in the panel report. The Board further recommends that the cost of these proceedings be taxed to the Respondent in any disciplinary order entered, so that execution may issue.

Pursuant to the order of the Board of Commissioners on Grievances and Discipline of The Supreme Court of Ohio, I hereby certify the foregoing Findings of Fact, Conclusions of Law, and Recommendations as those of the Board.


JONATHAN W. MARSHALL, Secretary
Board of Commissioners on
Grievances and Discipline of
The Supreme Court of Ohio