

In The Supreme Court of Ohio

Kevin Hughley 532-743

Petitioner

V

CASE # 08-1715

MARC SAUNDERS, Warden
S. C. I

Respondant

NOTICE PETITIONER HAS MOTION TRIAL COURT ABOUT ILLEGALLY OBTAIN SET WITH ATTACHMENT OF LAST FILING. (re-sentencing request)

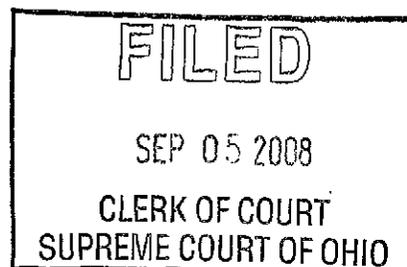
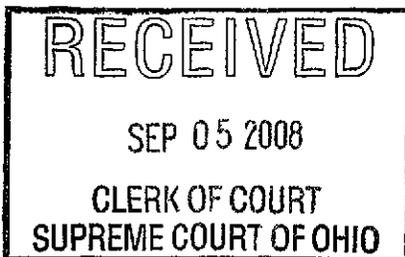
NOW COMES PETITIONER, KEVIN HUGHLEY, GIVES THIS HONORABLE COURT NOTICE HE HAS MOTION TRIAL COURT NUMEROUS TIMES ABOUT ILLEGALLY OBTAINED SET & SUBMITS ATTACHMENT OF LAST FILING. THIS NOTICE IS JUST TO SHOW PETITIONER IS IN COMPLIANCE WITH ALL ADEQUATE REMEDIES.

Respectfully Submitted,
Kevin Hughley

Service

A COPY OF THIS NOTICE HAS BEEN SENT TO WARDEN SAUNDERS ON THIS 29th DAY OF AUGUST 2008 AT 5900 B.I.S Rd LANCASTER OHIO 43130.

Kevin Hughley



In The Court of Common Pleas
Cuyahoga County

STATE OF OHIO Plaintiff
- VS -
Kevin Hughley 532-743 Defendant

Judge: Timothy McKeagle
CASE #: 462014, 481899

Motion / Compel request TO re-sentence Defendant Kevin Hughley to end
illegally DETAIN OHIO DEPARTMENT OF REHABILITATION SET. (Exhaust of
Administrative REASONS via writ of Habeas Corpus Petitions Filed in 5th District
Court of Appeals & The Supreme Court of OHIO CASE # 08-1715)

Now comes Defendant Kevin Hughley in a remarkable Adversity
of Strength & Determination SET TO gain liberty, moves & prays
This Honorable Court TO re-sentence Defendant in The
Above enumerated CASES SO an end can be dealt to the
illegally DETAIN OHIO DEPARTMENT OF REHABILITATION position.

In CASE # 462014, This Honorable Court sentenced
Defendant TO TWO years on The Tampering with Records
Conviction. BUT Plaintiff in ITS Reply Brief which was Submitted
in 8th District Court of Appeals CASE # 40323 conceded TO Defendant
Felony sentence for Tampering should be reduced TO misdemeanor &
remanded For re-sentencing. Exhibit (A)

This without objection From Plaintiff ERASES 2
YEARS OFF STATED sentence.

now in CASE # 481899 This Honorable Court overlooked
The Penalty Phase/section pursuant TO R/C 4505.19
in which a nine month sentence can't be served

Section 8(F) of the Supreme Court Rules for the Government of the Bar of Ohio.

Comparison to former Ohio Code of Professional Responsibility

Rule 1.3 replaces both DR 6-101(A)(3) (a lawyer shall not neglect a legal matter entrusted to him) and DR 7-101(A)(1) (with limited exceptions, a lawyer shall not fail to seek the lawful objectives of his client through reasonably available means permitted by law and the disciplinary rules).

Neither Model Rule 1.3 nor any of the Model Rules on advocacy states a duty of "zealous representation." The reference to acting "with zeal in advocacy" is deleted from Comment [1] because "zeal" is often invoked as an excuse for unprofessional behavior. Despite the title of Canon 7 of the Ohio Code of Professional Responsibility and the content of EC 7-1, no disciplinary rule requires "zealous" advocacy. Moreover, the disciplinary rules recognize that courtesy and punctuality are not inconsistent with diligent representation [DR 6-101(A)(3)], that a lawyer, where permissible, may exercise discretion to waive or fail to assert a right or position [DR 7-101(B)(1)], and that a lawyer may refuse to aid or participate in conduct the lawyer believes to be unlawful, even though there is some support for an argument that it is lawful [DR 7-101(B)(2)].

Comparison to ABA Model Rules of Professional Conduct

There is no change to the text of Model Rule 1.3.

The reference in Comment [1] to a lawyer's use of "whatever lawful and ethical measures are required to vindicate a client's cause or endeavor" and the last three sentences of the comment have been stricken. The choice of means to accomplish the objectives of the representation are governed by the lawyer's professional discretion, and the lawyer's duty to communicate with the client, as specified in Rules 1.2(a) and 1.4(a)(2).

The reference to a lawyer's duty to act "with zeal in advocacy upon the client's behalf" also is deleted. Zealous advocacy is often invoked as an excuse for unprofessional behavior.

Comment [3] is revised to state more concisely the consequences of lawyer delay and neglect in handling a client matter and explain when charges of neglect are likely to be the subject of professional discipline.

The first sentence of Comment [4] is reworded and the balance of that sentence and the second sentence are deleted. The content of the deleted language is addressed in Rule 1.2.

Comment [5] is revised to refer to Gov. Bar R. V, Section 8(F). That rule authorizes Disciplinary Counsel or the chair of a certified grievance committee to appoint a lawyer to inventory client files and protect the interests of clients when a lawyer does not or cannot (because of suspension or death) attend to clients and no partner, executor, or other responsible party capable of conducting the lawyer's practice is available and willing to assume responsibility.

Rule 1.4 Communication

(a) A lawyer shall do all of the following:

(1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required by these rules;

(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;

(3) keep the client reasonably informed about the status of the matter;

(4) comply as soon as practicable with reasonable requests for information from the client;

(5) 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.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

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

(1) A lawyer shall maintain a copy of the notice signed by the client for five years after termination of representation of the client.

(2) A lawyer who is involved in the division of fees pursuant to Rule 1.5(e) shall inform the client as required by division (c) of this rule before the client is asked to agree to the division of fees.

(3) The notice required by division (c) of this rule shall not apply to either of the following:

(i) A lawyer who is employed by a governmental entity and renders services pursuant to that employment;

(ii) A lawyer who renders legal services to an entity that employs the lawyer as in-house counsel.

NOTICE TO CLIENT

Pursuant to Rule 1.4 of the Ohio Rules of Professional Conduct, I am required to notify you that I do not maintain professional liability (malpractice) insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.

Attorney's Signature

CLIENT ACKNOWLEDGEMENT

I acknowledge receipt of the notice required by Rule 1.4 of the Ohio Rules of Professional Conduct that [insert attorney's name] does not maintain professional liability (malpractice) insurance of at least

\$100,000 per occurrence.

Client's Signature

Date

(Adopted eff. 2-1-07)

[1] Reasonable communication with the client is necessary for the representation.

Communicating with

[2] If these rules require the representation by the lawyer, the lawyer must obtain the client's consent prior to the representation. The lawyer must explain to the client the nature of the representation, the lawyer's duties, the client's obligations, and the potential risks of the representation. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations.

[3] Division (a)(2) requires the lawyer to consult with the client about the client's objectives, the lawyer's duties, the client's obligations, and the potential risks of the representation. The lawyer must explain to the client the nature of the representation, the lawyer's duties, the client's obligations, and the potential risks of the representation. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations.

[4] A lawyer's duty to minimize the occasion for information concerning the representation makes a reasonable effort to obtain a prompt response from the client. The lawyer must explain to the client the nature of the representation, the lawyer's duties, the client's obligations, and the potential risks of the representation. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations.

Explaining Matter

[5] The client should be informed of the lawyer's duties, the client's obligations, and the potential risks of the representation. The lawyer must explain to the client the nature of the representation, the lawyer's duties, the client's obligations, and the potential risks of the representation. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations. The client must understand the lawyer's role and the client's obligations.

\$100,000 per occurrence and \$300,000 in the aggregate.

Client's Signature

Date

Adopted eff. 2-1-07)

Official Comment

[1] Reasonable communication between the lawyer and the client is necessary for the client to participate effectively in the representation.

Communicating with Client

[2] If these rules require that a particular decision about the representation be made by the client, division (a)(1) requires that the lawyer promptly consult with and secure the client's consent prior to taking action unless prior discussions with the client have resolved what action the client wants the lawyer to take. For example, a lawyer who receives from opposing counsel an offer of settlement in a civil controversy or a proffered plea bargain in a criminal case must promptly inform the client of its substance unless the client has previously indicated that the proposal will be acceptable or unacceptable or has authorized the lawyer to accept or to reject the offer. See Rule 1.2(a).

[3] Division (a)(2) requires the lawyer to reasonably consult with the client about the means to be used to accomplish the client's objectives. In some situations, depending on both the importance of the action under consideration and the feasibility of consulting with the client, this duty will require consultation prior to taking action. In other circumstances, such as during a trial when an immediate decision must be made, the exigency of the situation may require the lawyer to act without prior consultation. In such cases the lawyer must nonetheless act reasonably to inform the client of actions the lawyer has taken on the client's behalf. Additionally, division (a)(3) requires that the lawyer keep the client reasonably informed about the status of the matter, such as significant developments affecting the timing or the substance of the representation and the fees and costs incurred to date.

[4] A lawyer's regular communication with clients will minimize the occasions on which a client will need to request information concerning the representation. When a client makes a reasonable request for information, however, division (a)(4) requires prompt compliance with the request, or if a prompt response is not feasible, that the lawyer, or a member of the lawyer's staff, acknowledge receipt of the request and advise the client when a response may be expected. Client telephone calls should be promptly returned or acknowledged.

Explaining Matters

[5] The client should have sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued, to the extent the client is willing and able to do so. Adequacy of communication depends in part on the kind of advice or assistance that is involved. For example, when there is time to explain a proposal made in a negotiation, the lawyer should review all important provisions with the client before proceeding to an agreement. In litigation a lawyer should explain the general strategy and prospects of success

and ordinarily should consult the client on tactics that are likely to result in significant expense or to injure or coerce others. On the other hand, a lawyer ordinarily will not be expected to describe trial or negotiation strategy in detail. The guiding principle is that the lawyer should fulfill reasonable client expectations for information consistent with the duty to act in the client's best interests, and the client's overall requirements as to the character of representation.

[6] Ordinarily, the information to be provided is that appropriate for a client who is a comprehending and responsible adult. However, fully informing the client according to this standard may be impracticable, for example, where the client is a child or suffers from diminished capacity. See Rule 1.14. When the client is an organization or group, it is often impossible or inappropriate to inform every one of its members about its legal affairs; ordinarily, the lawyer should address communications to the appropriate officials of the organization. See Rule 1.13. Where many routine matters are involved, a system of limited or occasional reporting may be arranged with the client.

Withholding Information

[7] In some circumstances, a lawyer may be justified in delaying transmission of information when the client would be likely to react imprudently to an immediate communication. Thus, a lawyer might withhold a psychiatric diagnosis of a client when the examining psychiatrist indicates that disclosure would harm the client. A lawyer may not withhold information to serve the lawyer's own interest or convenience or the interests or convenience of another person. Rules or court orders governing litigation may provide that information supplied to a lawyer may not be disclosed to the client. Rule 3.4(c) directs compliance with such rules or orders.

Professional Liability Insurance

[8] Although it is in the best interest of the lawyer and the client that the lawyer maintain professional liability insurance or another form of adequate financial responsibility, it is not required in any circumstance other than when the lawyer practices as part of a legal professional association, corporation, legal clinic, limited liability company, or registered partnership.

[9] The client may not be aware that maintaining professional liability insurance is not mandatory and may well assume that the practice of law requires that some minimum financial responsibility be carried in the event of malpractice. Therefore, a lawyer who does not maintain certain minimum professional liability insurance shall promptly inform a prospective client or client.

Comparison to former Ohio Code of Professional Responsibility

Rule 1.4(a) states the minimum required communication between attorney and client. This is a change from the aspirational nature of EC 7-8. Rule 1.4(a)(1) corresponds to several sentences in EC 7-8 and EC 9-2. Rules 1.4(a)(2) and (3) correspond to several sentences in EC 7-8. Rule 1.4(a)(4) explicitly states what is implied in EC 7-8 and EC 9-2. Rule 1.4(a)(5) states a new requirement that does not correspond to any DR or EC.

Rule 1.4(b) corresponds to several sentences in EC 7-8 and EC 9-2.

Rule 1.4(c) adopts the existing language in DR 1-104.

Comparison to ABA Model Rules of Professional Conduct