

05-0422

**BOARD OF COMMISSIONERS  
ON THE UNAUTHORIZED PRACTICE OF LAW  
THE SUPREME COURT OF OHIO**

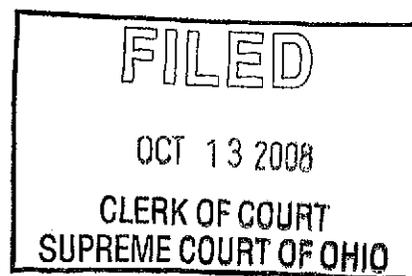
CASE NO. UPL 02-10  
UPL 02-422

**COLUMBUS BAR ASSOCIATION,  
RELATOR,**

**Vs**

**AMERICAN FAMILY PREPAID LEGAL CORPORATION  
RESPONDENT.**

**WILLIAM F. DOWNS  
OBJECTIONS AND BRIEF**



Certificate of Service

I certify that a copy of this Objection and Brief was sent by ordinary U.S. mail to parties and attorneys on Oct 14 2008

Board on the Unauthorized Practice of Law  
Columbus Bar Association; Relator - Bruce Campbell  
Joyce Edelman - ~~Jeff Allen~~

William F Downs  
William F Downs

Jeff Allen Respondent  
American Family Prepaid Legal Corp.

- Ron Baker
- Paul Chiles
- William Downs
- Joseph Ehlinger
- Doss Estep
- Luther Gordon
- Carolyn Gray
- Steve Grote
- Joseph Hamel
- David Helbert
- Heritage Marketing
- Tim Holmes
- Adam Hyers
- Samuel Jackson
- Chris Miller
- Harold Miller
- Paul Morrison
- Jeffrey Norman
- Stanley Norman
- Eric Peterson
- Dennis Quinlan
- Jack Riblett
- Richard Rompela
- Daniel Roundtree
- Ken Royer
- Vern Schmid
- Alexander Schop
- Jerrold Smith
- Patricia Soos
- Anthony Sullivan

William F. Downs  
1682 Lexington Drive  
Lancaster, OH 43130

I, William F. Downs, was a sales representative for American Family Prepaid Legal Corporation on or around April 2002 through December 2006.

When I started my employment with American Family Prepaid Legal, I was a licenced agent for Life, Accident and Health Insurance for the State of Ohio.

During this time of employment with American Family Prepaid Legal I acted as an employee. The product was a service that was offered by American Family Prepaid Legal. My working involvement with the people, whether they became clients or not was for the most part mutually enjoyable and beneficial for me personally as well as for the person and their family. I never used high pressure tactics nor did I pretend to be an attorney. My desire was to be punctual-polite-professional and friendly.

I wish to sincerely thank the Ohio Bar Association and the Supreme Court of Ohio for the oversight and concern for the unauthorized Practice of Law in Ohio. The practice of law must be kept pure for the protection of all citizens of Ohio.

I also wish to sincerely thank you for being willing to listen to my response of these inquiries and discernment you will act in an unbiased manner.

I am well aware of the Ohio Bar Association's Interim Cease and Desist Order of the Unauthorized Practice of Law. I can answer only for myself and my practices, not the practices of the American Family Prepaid Legal at large or any other representatives. I, as well as the other respondents, were represented by the law firm Kegler, Brown, Hill & Ritter of Columbus, Ohio.

I was told by legal counsel and the American Family Prepaid Legal management that we could keep on working as long as we did not practice law in any manner, shape or form. During my time of employment with American Family Prepaid Legal, I sold memberships in American Family Prepaid Legal Corporation's legal service plan. I did not present myself as an attorney, I did not give legal advice and I did not sell Living Trust. No proof of this type of activity has been presented by even one of the many families that I have visited. Because of the Cease and Desist Order, I asked for and received materials that I carefully used in the day-to-day activities. I was careful to state who I was and what I did as well as who I was not and what I did not do. I would then proceed to explain the services and benefits available within the plan which could include estate planning features provided by the plan attorney. I personally did not negotiate fees, services nor any other part of the services. May I say again as clearly as I know how..... I did not sell Living Trusts, I did not present myself as an attorney and I did not give legal advice.

With the Relator's permission, may I address the named families of the inquiry. To the best of my knowledge there were only four families or clients that the Relator named in any manner.

**First:** Mr & Mrs. Thomas Thacker of County Rd. 31, Chesapeake, Oh 45619

In an Affidavit, dated on or around August 2005 I, William F. Downs, stated and signed the following: \*\*Please see the enclosed Affidavit at the end of this information.

**Second:** JRS, of 512 Fulton Ave, Georgetown, OH 45121.

In the Relator Columbus Bar Association's motion for summary judgement and memorandum in opposition to Respondent's motions for summary judgement.

Reference Page 14 states: "JRS of Georgetown, Ohio is 70 years old when Respondent William Downs sold him and his wife a trust. At the time, JRS and his wife had gross assets of about \$112,000 and they paid for a trust by credit card. JRS had to hold his wife's hand for her to sign

the documents. Respondents Downs put a 'rush' on the delivery of the trust because of JRS's wife was apparently receiving hospice care and was not expected to live much longer."

**My reply:** I agree with some of this information, and some of it I disagree, thus causing the service to be favorable to the JRS family, when viewed in the correct and accurate manner. The client's age, address, approximate amount of assets, method of payment are stated accurately. I am not a physician and as far as I know the RS family physician did not give Mrs. JRS's health condition that was stated the Shank report. The statement that William Downs 'sold him and his wife a trust', cannot be accurate because I did not sell trusts, I sold memberships in American Family Prepaid Legal Plan. As a favor to JRS family, I requested a 'rush' on the delivery. Mr & Mrs. JRS on their own free will chose this course of action for their own personal reasons.

**Third:** Individual Respondent William Downs sold at least 203 plans, to Ohioans with an average age at sale of 74.7. (Shank Affidavit. 56) As one example of a trust sale by Respondent Downs, EG of Chillicothe, Ohio bought a trust at age 87. EG, a widower, depleted his liquid assets when he gave Respondent Downs a check for \$1,995 to buy a trust. At the time, EG's estimated gross assets totaled \$38,000 including a mobile home worth \$33,000 (Shank Affidavit. Ex 46)

**My reply:** I agree with some of this information, some of it I disagree, thus causing the service to be favorable to the EG family, when viewed in a correct and accurate manner. The client's age, that he was a widower, amount paid and approximate amount of assets are stated accurately. Mr. EG did not buy a trust, he bought a membership in the American Family Prepaid Legal Plan. Mr. EG chose this course of action with his daughter present. There was no high pressure or anything said to misrepresent the information in any manner.

**Fourth:** Individual Respondent William Downs - On October 7, 2005 visited Thomas & Betty Hamm. "As he attempted to sell them the AFPLC plan, he emphasized that the couple needed the living trust the plan offered to avoid probate. (ID. 4) He advised them that a trust was necessary to protect their assets for their son, and he advised them regarding how he could set up their son as a beneficiary of their estate. (Id) Mr. Downs told the Hamms that they had nothing to worry about, because AFPLC would set up their living trust. (Id) The Hamms then paid \$1,995 for the living trust. (Id 5)

The Hamms never spoke with and did not receive any legal advice from plan attorney Edward Brueggeman. (Id 6) Eventually, delivery agent Respondent Paul Morrison delivered the couple's trust documents, and gave what Mrs. Hamm describes as a 'slick, high-pressure sales pitch urging [them] to buy an annuity or other insurance products through American Life Insurance Company.' (ID 8) In so advising Mrs. Hamm, Mr. Morrison told her that she was 'one of the wealthiest people in Belmont County'. (ID8) After several visits from Mr. Morrison, Mrs. Hamm and her husband transferred more than \$107,000 in assets into an annuity purchased through Mr. Morrison. (Id 9)

Throughout these events, Mrs. Hamm and her husband believed that Mr. Morrison worked for AFPLC, and that he was 'some sort of legal assistant.' They did not know he was an insurance salesman, and therefore did not know of his incentive to sell them an annuity (i.e., to obtain a commission). (Id 10)

Mrs. Hamm later contacted an attorney, who informed her that she did not need a living trust. He also informed her of the high penalties associated with an early withdrawal of money from her annuity. He as since helped her to begin to work out the problems with her estate plan that AFPLC and Heritage created." (Id 12)

**My Reply:** I, William F. Downs, cannot give an account for Respondent Paul Morrison. But, I did not say that the Hamm's 'needed the living trust', that 'a trust was necessary', nor did

I 'advise' them. Mr. & Mrs. Hamm were willing to purchase the membership in the plan. If the Hamm's changed their mind about their estate planning, that was their choice with or without the opinion of an attorney.

With your permission: I will address the remarks and statements which appeared in the Relator:

**Relator Columbus Bar Association's  
Motion For Summary Judgment  
And Memorandum in Opposition To  
Respondents' Motions For Summary Judgment  
Filed on October 01, 2007**

My remarks will reflect by thoughts as in summary form for the four (4) afore hand named clients and other randomly chosen remarks by the Relator. I realize that I am not at liberty to condemn the Columbus Bar Association's accusations against me personally or the other Respondents. To condemn is not my intent in any manner.

Neither the Relator nor the Respondents should stoop to using inflammatory and prejudice words or remarks such as:

- 1- Undisputable facts- when the 'facts' have been satisfactorily disputed.
- 2- Victims - when these people were our clients whom I treated with respect and dignity.
- 3- Each Respondent sales representative 'sold living trust' - I never sold or did I offer to sell a living trust. I worked for American Family Legal Plan who offered membership to a prepaid plan that might include a living trust.
- 4- Elderly and ages of clients - Without explaining their logic the Relator seems to imply that such a person cannot or at least should not be making estate or financial decisions. The list of inflammatory and prejudice words and remarks are many but this will suffice to prove my point.

The next area of concern are the remarks and prejudice conclusions of the Relator in reference to the four (4) afore hand named families. The truth of the matter is that in good faith and with a clear conscience, I met with and worked with these families (as I did with others) with their desire to obtain a membership with the American Family Legal Plan. I did not, knowingly, mislead, use high pressure, or give legal advice to these people in any manner. But if I did, I apologize for my unintended mistakes and beg both the families and The Columbus Bar Association to please forgive me of any harm that I might have caused.

In conclusion, I, William F. Downs, wish to thank The Ohio Bar Association and The Supreme Court of Ohio for permitting me to give my perspective on these matters. It is my desire that it will give all parties the ability to see all the relative data in a better relationship. In retrospect and after reading the material again in preparing this information; I can see where mistakes were made. I am not faulting The American Family Prepaid Legal or the law firm, Kegler, Brown, Hill & Ritter for them mistakes that I made. But I was told that if I did not give legal advice or present myself as an attorney, that I was abiding by the rules of the Columbus Bar Association concerning The Unauthorized Practice of Law.

I personally have taken several steps to safe-guard myself from ever making these same mistakes ever again. This whole ordeal has already caused my family a lot of stress and financial loss. I really hope this can be resolved soon without fines being imposed upon people caught in the middle and who have already lost so much. But, most of all, I regret the loss and problems that this has caused the people who just wanted to protect their families by using the planning within their membership. I truly regret that any of these families were hurt in any manner.

*William F. Downs*  
William F. Downs

Date *Oct 13-2008*

**AFFIDAVIT OF WILLIAM DOWNS**

**STATE OF OHIO** )  
 ) ss  
**COUNTY OF FRANKLIN** )

Now comes William Downs, being of lawful age and after being first duly sworn, hereby states as follows:

1. My name is William Downs, and I am a Sales Agent of American Family Prepaid Legal Corporation ("American Family"), the company subject to the UPL Letter of Inquiry dated July 28, 2005. I have personal knowledge of the facts presented in this Affidavit.

2. On or about February 28, 2005, I attended a meeting scheduled for me with a Mr. and Mrs. Thomas Thacker of 1657 County Road 31, Chesapeake, OH 45619.

3. This meeting was scheduled and I called to confirm this appointment on or about February \_\_, 2005. *I did not call to confirm the Appt.*

4. Mr. and Mrs. Thacker expressed interest in membership in American Family's prepaid legal plan. I discussed the benefits of the plan with the Thackers, and after some discussion they decided that they wished to purchase a membership.

5. At no point during this conversation did I engage in the unauthorized practice of law. In fact, I have been specifically trained to immediately refer any such legal questions to the Plan Attorney, Mr. Ed Brueggeman.

6. At no point before the delivery of the items was I informed that the Thackers wished to breach their membership agreement. Additionally, to the best of my knowledge,

following our appointment on the 28th of February, neither the Thackers nor anyone on their behalf attempted to contact me.

FURTHER AFFIANT SAYETH NAUGHT.

*William F Downs*  
*William F Downs*  
\_\_\_\_\_  
William Downs

Sworn to before me and subscribed in my presence by *William F. Downs* this  
11 day of ~~August, 2005.~~ <sup>*Oct. 2008*</sup>

*Rusti A North*  
\_\_\_\_\_  
Notary Public

**RUSTI A. NORTH**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 8/25/08