

Columbus Bar Association,
Relator

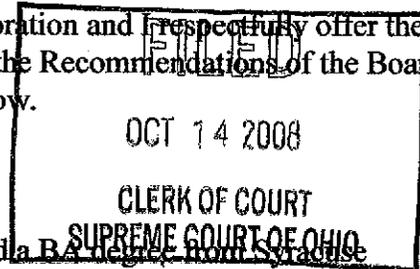
Case No. 05-422

v.

American Family Prepaid Legal Corporation, et al.,
Respondents

**Respondent Alexander Scholp's
Response to Order to Show Cause**

I am Alexander Scholp and I am one of the Respondents in this matter. I am a former sales representative for American Family Prepaid Legal Corporation and I respectfully offer the following response to this Court's Order to Show Cause why the Recommendations of the Board should not be confirmed as they relate ^{to} me. My reasons follow.



My personal history

I have two sons and one daughter, all adults. I received a B.A. degree from Syracuse University. I served in the US Army as a Special Agent in Military Intelligence from August 15, 1967 to June 15, 1970, which included a tour of duty in South Korea for 13 months. I received an Honorable Discharge. I then joined Northwestern Mutual and was a Financial Representative for 31 years. I have an estate planning degree (Charter Life Underwriter-CLU) from the American College in PA. One of the 10 courses I had to pass was on trusts. About 20 years ago I had a living trust drawn up for me and my family. In the year 2001 I was divorced. I quickly had a will drawn, naming my three children as the executors and their legal plan for me which included two durable powers of attorney, a living will, and a living trust which is still in effect today.

My history with American Family

I joined American Family in December, 2001. I needed a job. I worked under the direction of Paul Childs, who recruited trainees and ran weekly meetings.. Andrew Fishman was the attorney at that time. When Mr. Fishman became ill, Edward P. Brueggeman replaced him and became the attorney preparing and evaluating the legal plans.

My appointments with prospective customers were always ^{set} ~~wet~~ by American Family after the person called in response to a postcard or solicitation. From the beginning of my employment I always told the people I met about my purchase of a legal plan and explained the reasons why I did it. I also clearly explained to each person that I was not an attorney and that I could not give them legal advise or make recommendations. However, if they were interested in owning a legal plan like I had, I could arrange for attorney Ed Brueggeman to call them and complete the documents. I cannot understand how that process on my part was practicing law.

Ed Brueggeman and Cindy Erwin, Attorneys in the Columbus office of American Family called every applicant and obtained the necessary information to determine if this legal plan was appropriate for them. I had nothing to do with those decisions, only with "connecting" the prospective purchasers with the attorney.

Joyce D. Edelman of the Columbus Bar Association said in her report that the respondents could only sell legal plans with living trusts for \$2,000. That is not accurate. American Family also offered a will package which did not include a living trust for \$995. I sold

several will packages. Whether those packages included a trust or not was a decision made between the attorney and the client; I was not involved, had no imput and was not consulted.

After the 2003 agreement, American Family changed all the documents we had to complete at the time we met with prospective purchasers and said this made us compliant with the 2003 agreement. Jeff Norman, Ed Brueggeman, Chris Weber and the corporate attorney from California **all** told the sales staff, including me personally, that we were not practicing law, and if we were involved in a law suit, American Family would pay the legal fees to defend us, and they did for awhile. But then they stopped paying. Christopher J. Weber with Kegler Brown Hill and Ritter in Columbus defended us in 2003, and Chris told me I was not practicing law because I was selling an entire legal service and referring potential customers to lawyers if they were interested in the trusts. He said that although the legal plan consisted of a living trust, selling the plan did not require a law degree.

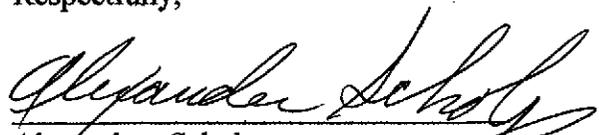
All this reassurance was very convincing to me. I was aware of the 2003 agreement. I signed it. I tried my best to stay within the spirit of that agreement. I took it seriously. I would never had continued with American Family if I thought there would be any question about that. I continued working because of the reassurance I received from Paul Childs, Edward Brueggeman, and even American Family's legal counsel from California who came to Columbus and advised us that we were not practicing law. I relied on their training and experience as lawyers, especially since I knew they had been "down this road" once before which resulted in the 2003 consent decree.

American Family terminated my contract in March 2007. The next day I went to the Social Security office and applied for my retirement benefits. I have been happily and fully retired since March 2007. I have no earned income. I worked with American Family in order to support my family and myself. I acted in good faith and tried to comply with the law as it was explained to me **by lawyers**. I have NO intention of working for American Family or any other group again. Now I find myself being accused of engaging in the unauthorized practice of law. I am not trying to be disingenuous when I say this, but it is extremely disconcerting to have to go through this lawsuit and to face the prospect of a very significant monetary fine after receiving all those assurances from several attorneys who I believed knew what they were talking about.

I understand there is a line between educating people about probate matters, wills, durable power of attorney, living wills and trusts, and actually practicing law. I tried my best never to cross that line. I signed the 2003 agreement in good faith and would never have intentionally violated it or "step over the line". I worked because I needed the money and was comforted by the fact that once our work was questioned, the forms we used were changes, and the 2003 agreement signed, the company's legal counsel told us we were selling the legal packages in conformance with the law and the 2003 agreement.

I am asking you please understand this and pray that the recommendation of the Board, as it pertains to me, Alexander Scholp, **not** be confirmed by the Court, that I be assessed no fine and that I be **dismissed** from this civil suit.

Respectfully,


Alexander Scholp

Certificate of Service

I hereby certify that I have served an original plus 18 copies upon the following at the listed address by regular mail on this 1st day of October, 2008.

Susan B. Christoff, Esq.

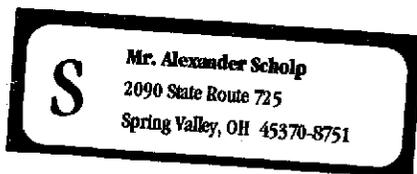
Office of Atty Services

Supreme Court

65 S. Front Street, 5th Floor

Columbus, OH. 43215-3431

Alexander Scholz



Certificate of Service

I hereby certify that I have served an original plus 18 copies at the listed address by regular mail on this 9th day of October, 2008,

Susan B. Christoff Esq. - Office of Atty Services
65 South Front Street 5th Floor
Columbus, OH 43215

Columbus Bar Association

Bruce Campbell

179 South 3rd Street Ste 1100

Columbus, OH 43215

Alexander Scholz

2090 State Rt 725

Spring Valley, OH, 45370