

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

08-2098

In Re: :

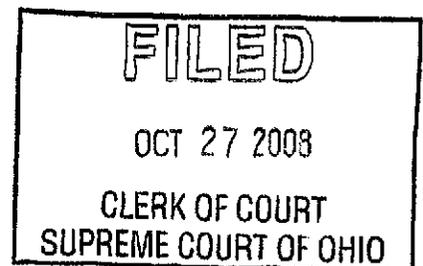
Complaint against : **Case No. 07-031**

John Stanley Wolanin : **Findings of Fact,**
Attorney Reg. No. 0051970 : **Conclusions of Law and**
: **Recommendation of the**
Respondent : **Board of Commissioners on**
: **Grievances and Discipline of**
Disciplinary Counsel : **the Supreme Court of Ohio**

:
Relator :
:

INTRODUCTION

This matter was heard on September 5, 2008, in Columbus, Ohio, before a panel consisting of members Walter Reynolds of Dayton, Lynn Jacobs of Toledo, and Judge Beth Whitmore of Akron, Ohio, Panel Chair. None of the panel members resides in the appellate district from which this matter arose or served on the probable cause panel in this case. The Relator was represented by Robert R Berger, Assistant Disciplinary Counsel. The Respondent represented himself throughout these proceedings. Respondent presently resides in Phoenix, Arizona. On September 3, 2008, Respondent notified Mr. Berger that he did not intend to be



present at the hearing. (Exhibit 1; AP 1).¹ Respondent was not present and the hearing went forward without him. The hearing was substantially delayed by Respondent's contemptuous and obstructive behavior.

The grievances at issue were filed in May 2006 (Daniel Dechart) and in August 2006 (Betty and William Clark). Both grievances involved financial misconduct by Respondent who did not timely distribute the appropriate share of settlement proceeds to his clients. These grievances formed the basis of Counts One and Three in the Complaint. Count One also alleged that Respondent had failed to deposit the Dechart settlement proceeds in his Income on Lawyer Trust Account ("IOLTA") account. Count Three alleged that Respondent deposited the Clark settlement proceeds into his IOLTA account and on the same day paid himself his contingency fee from the settlement proceeds on deposit. Count Three also alleged that Respondent did not distribute all of the settlement proceeds due the Clarks until a full year later and that during that year his IOLTA account fell below the minimum deposit necessary to pay the balance owed the

¹ The record in this case contains stipulations of fact, stipulated ethical violations, and stipulated exhibits. Though containing multiple different stipulated materials, the Relator moved to admit all the materials as part of one exhibit, labeled Relator's Hearing Exhibit 6. Within Exhibit 6, there is a tabbed section of stipulated exhibits; these stipulated exhibits are found behinds Tabs 1 through 8, but each stipulated exhibit found behind its corresponding tab has a label affixed to it that identifies it by exhibit number. That is, Tabs 1 through 8 contain documents that are labeled Exhibits 1 through 8. To further complicate matters, additional exhibits that were not the subject of stipulation were offered at the hearing. These were admitted and marked as Relator's Exhibits 1 through 5. In order to avoid confusion between the exhibits offered at the hearing and the labeling found on the attendant documents admitted into evidence in Exhibit 6, the Panel Report will refer only to Exhibits 1 though 5 as "Exhibits". The stipulated exhibits found in the tabbed portion of Exhibit 6 will be referred to as Tab 1 through 8. Additionally, the stipulations of fact and stipulated ethical violations contained in Exhibit 6 will be referred to by stipulation paragraph number. Furthermore, certain other documents *not* offered into evidence are also referenced in the Panel Report. These documents are part of the Board of Commissioners on Grievances and Discipline's (the "Board") official file as well as the Panel Chair's file. Copies of such documents are identified as Attachments A through C and are appended to the Panel Report. For the ease of review, all of the foregoing have been consolidated and are collectively designated as the "Appendix" which is paginated sequentially from page 1 through page 96. References to all matters in the record will be identified by number, letter, and/or paragraph as appropriate, and by the consolidated Appendix page number ("AP").

Clarks. Count Two in the complaint alleges that Respondent failed to cooperate in the in the investigation of the Dechart matter.

On January 30, 2008 the parties stipulated to facts, violations, exhibits, and matters in mitigation/aggravation. A copy of the stipulations was marked and admitted as Exhibit 6, and is attached hereto. Respondent stipulated to virtually all the factual allegations in the Complaint and to all rule violations. The Panel has accepted all of the stipulations except those referring to Respondent's proffered mental health diagnosis and treatment. (Exhibit 6, Stipulations 39 – 42, AP 22-23).

PROCEDURAL HISTORY

Respondent, John Stanley Wolanin, was admitted to practice law in the State of Ohio on May 20, 1991, and has no prior disciplinary record. The Board knows little else about Respondent's personal or professional life, except the snippets gleaned from his minimal communications with Disciplinary Counsel, his contemptuous conduct towards the Board, and the content of the two grievances that are the subject of this proceeding.

Mr. Wolanin maintained an office in Cleveland, Ohio until late 2005. By November 2006, Respondent had apparently closed his office and was using a forwarding address to a Post Office Box in Lyndhurst, Ohio. (Tab 8, AP 89). On March 5, 2007, Mr. Wolanin wrote to Mr. Berger of Disciplinary Counsel (from an address in Phoenix) asserting that he had been "under professional medical care for bipolar syndrome and related depression/anxiety conditions since August, 2005." In that letter Respondent denied any prejudice to Mr. Dechart and claimed that his client wanted to "spare [him] any sanction." He concluded by saying: "I humbly request that the matter be more properly referred to OLAP." (Exhibit 4, AP 7).

On November 14, 2007, Respondent sent Mr. Berger another letter in which he stated

that health issues prompted him to close his office and move to Arizona. (Tab 4, AP 83). Respondent enclosed a note from his treating psychiatrist, Dr. Robert B. Ogesen, M.D. of Phoenix, dated November 13, 2006. Dr. Ogesen's note states in its entirety: "To Whom It May Concern, Mr. John Wolanin has sought evaluation and psychiatric treatment with me and continues to be seen." (Tab 4, AP 84).

The Complaint was filed on May 2, 2007, and Respondent was notified at his Phoenix address that his answer was due May 31, 2007. Respondent filed his answer with leave on August 31, 2007. In his answer Respondent "generally admits" the allegations, made certain denials, and requested that a hearing be scheduled to present mitigating facts, including "relevant medical circumstances affecting his ability from time to time to execute all of his professional undertakings timely." (Answer, paragraphs 1 and 2).

The first pre-hearing telephone conference was scheduled for September 21, 2007, but did not take place because of confusion over Respondent's correct telephone number. The Board Secretary then spoke personally with Respondent to verify the correct telephone number and the conference was rescheduled for September 25, 2007. Respondent did not answer his phone on September 25th. Respondent later called the Board and sent an e-mail to the Board on October 18, 2007, to indicate that there were "switching problems" with his phone connections. (Attachment A, AP 90). On September 27, 2007, the Panel Chair issued an order setting various discovery deadlines, a hearing date of March 24, 2008, and additional telephone conference dates of November 30, 2007 and February 29, 2008.

During the November 30th telephone conference, Respondent identified his treating psychiatrist, Dr. Robert Ogesen, M.D., as his expert witness. Respondent was given additional time to produce Dr. Ogesen's expert report, however, no such report was ever submitted. During

the conference, the Panel Chair advised Respondent that his answer was incomplete and offered Respondent an opportunity to file an amended answer to cure these omissions (specifically, he had neglected to answer one paragraph in the complaint and had failed to put his contact information beneath his signature). Respondent's belligerence is illustrated in his response where he declared: "I'm not here to be berated." Respondent never filed an amended answer.

A fourth pre-hearing telephone conference was attempted on February 29, 2008, but failed because Respondent's phone repeatedly rolled over to voice mail. The AT&T operator attempted the connection six times in vain. In a February 29, 2008 letter to Mr. Berger (Attachment B, AP 91-93)² Respondent offered a medical excuse saying he had recently undergone foot surgery, was bedridden and on pain management, and was asleep at the time of the conference call. Respondent submitted a document from his surgeon confirming February 22, 2008 as the date of surgery and a follow up doctor's appointment for March 3, 2008. Finally, Respondent informed Mr. Berger that he would be unable to travel to the March 24th hearing in Columbus and added: "[f]urthermore, as we [Respondent and Mr. Berger] discussed you [Mr. Berger] maintain no objection to my non-attendance of the hearing scheduled in late March." When questioned by the Panel Chair, Mr. Berger reflected that Respondent's characterization of their communication about his "non-attendance" was not accurate. Respondent also asked for a new pre-hearing telephone conference date.

In an Order dated March 6, 2008, the Panel Chair scheduled a fifth telephone conference for March 17, 2008. Because of an error by AT&T, that conference failed. In an order dated March 20, 2008, the Panel Chair set a sixth pre-hearing telephone conference on May 1, 2008.

² Respondent's letter shows a carbon copy was sent to the Board, but the official record contains no such letter. In fact, Respondent sent the original letter with an original signature to the Panel Chair in Akron, Ohio. (Attachment B, AP 91-93).

That telephone conference failed because Respondent did not answer his phone.

As a result of Respondent's letter of February 29, 2008, in which he represented he would be unfit to travel to Columbus for the March 24th hearing, the Panel re-set the final hearing for June 4, 2008. (Order dated March 20, 2008). In the order of March 20, the Panel Chair also made it clear that the Panel rejected Respondent's effort to excuse himself from attendance at his own final hearing. Thus, Respondent was ordered to attend the hearing set for June 4, 2008.

In a final coup de grace, on June 1, 2008 (four days before the scheduled hearing) Respondent faxed the Board a letter dated February 29, 2008, (the same date of the failed telephone conference following Respondent's foot surgery) in which he indicated he would not be able to attend the hearing on June 4 because he was going to be out of the country for three months visiting family in Poland. (Attachment C, AP 94-96). Respondent's flight itinerary showed that he had purchased his ticket on April 18, 2008, a full month after the hearing date of June 4 had been noticed. (Attachment C, AP 95-96). It is more than ironic that Respondent scheduled his trip to Poland with a departure date of June 4, 2008.

Faced with Respondent's unilateral decision to absent himself from the June 4th hearing, the Panel Chair reset the hearing for September 5, 2008. A notice was sent to Respondent and the Board Secretary attempted to reach him by phone before his departure, but the phone was disconnected. Additional hearing notices were sent to Respondent on or about the date he was expected to return from Poland and on September 3rd Respondent notified Mr. Berger that he would not attend the hearing. Nowhere in his e-mail notification to Mr. Berger did Respondent indicate that he had informed the Board of his decision not to attend the hearing, nor were any panel members copied on that communication. (Exhibit 1, AP 1).

FINDINGS OF FACT

The September 5th hearing was much abbreviated as a consequence of Respondent's absence. After a short opening statement, Relator offered the stipulated facts, violations, matters in mitigation/aggravation and stipulated exhibits into evidence. (Exhibit 6, AP 15-89). Relator offered additional exhibits not part of the stipulations. The Panel Chair admitted these as Exhibits 1 – 5 without objection. (AP 1-14).

The Panel then asked Mr. Berger to go through each factual stipulation and identify the evidence (exhibit and page number) in the record that supported the stipulated fact. As this was done, Panel members reviewed each stipulation and its supporting evidence and asked follow-up questions when necessary.

COUNT ONE

In summary as to Count One, Respondent negotiated an insurance settlement for injuries suffered by Mr. Dechert in an automobile accident. The settlement included payment of Dechert's medical bills (amount unknown) and provided for an additional amount of \$1,649.62 directly to Dechert. Dechert signed a release which he gave to Respondent on March 9, 2006. From March until May 2006 Dechert tried, without success, to reach Respondent by telephone and Respondent failed to return messages.

Unbeknownst to Dechert, Respondent had already received the \$1,649.62 check from the insurance company in early February 2006. (Stipulations ¶ 7 and ¶ 8, AP 16). Respondent either cashed or deposited the check into an unknown bank account on or about March 3, 2006. (Stipulation ¶ 8, AP 16). Respondent's IOLTA bank records demonstrate that the check was not deposited into his IOLTA. (Tab 1, page 23: AP 47). On June 19, 2006, Respondent mailed Dechert a check for \$1,649.62 drawn on his IOLTA account. (Stipulation ¶ 14; AP 17).

Respondent's IOLTA records demonstrate that the \$1,649.62 was not on deposit in Respondent's IOLTA account between February 1, 2006 and June 19, 2006. (Stipulation ¶ 15; AP 17).

Respondent's IOLTA records further show that Respondent transferred \$1,649.62 into his IOLTA on June 19, 2006. (Tab 1, pages 32 and 36; AP 56 and 60).

When Respondent failed to respond to Dechert's messages, Dechert solicited the help of a friend who contacted the insurance company on his behalf. After speaking to the insurance company, Dechert's friend reported to him that the check had been mailed to Respondent and was cashed on March 6, 2006. (Exhibit 3, page 3; AP 6)

COUNT TWO

Count Two of the Complaint alleges that Respondent failed to cooperate in the Relator's investigation of the Dechert matter.

Stipulations ¶17 – ¶24 support the allegations that Respondent did not cooperate in the Dechert investigation.

On September 25, 2006, Relator sent Respondent a letter asking for documentation showing the deposit of Dechert's funds into Respondent's IOLTA. (Tab 2; AP 81). Respondent failed to respond to this letter.

On October 18, 2006, Relator spoke to Respondent and forwarded another copy of the September 25th letter requesting IOLTA documentation. (Tab 3; AP 82). Respondent replied with a short handwritten note (Tab 4; AP 83) that is not responsive to the letter. The note is dated November 14, 2006 and reads as follows: "Dear Mr. Berger. In my continuing effort to provide you with all available information, please find the enclosed from my psychiatrist. The health issues I have encountered over the last year prompted my closure of my office and move to Arizona. Thank you. Regards, (signature by Respondent)." The enclosed note from Dr.

Ogesen is dated November 13, 2006, and provides in its entirety: "To Whom It May Concern, Mr. John Wolanin has sought evaluation and psychiatric treatment with me and continues to be seen." (Tab 4; AP 84).

On November 22, 2006, Relator again requested Respondent's bank records (Tab 5; AP 85). In response, on December 1, 2006, Respondent submitted a handwritten note that states: "Dear Mr. Berger: Please find enclosed the additional bank records regarding Dan Dechert that I have for the time period you mentioned. Sincerely, (signature of Respondent)." (Tab 6; AP 86). The enclosure consists of a single page that depicts the reverse side of an unknown check. (Tab 6; AP 87). During the hearing, in response to a question from the Panel, Mr. Berger directed the Panel to Tab 1, page 35 (AP 59). The referenced document is a copy of the front and back of Check No. 2111 dated June 19, 2006 made payable from Respondent's IOLTA to Dan Dechert in the amount of \$1,649.62. The reverse side of Check No. 2111 matches the reverse side of Respondent's December 1 enclosure.

On January 26, 2008, Relator sent Respondent a final letter requesting additional information and an explanation of his conduct. (Tab 7; AP 88). In this letter Mr. Berger indicated that as a result of Respondent's failure to supply information, Mr. Berger had subpoenaed Respondent's IOLTA records and information from the insurance company that had paid Mr. Dechert's claim. Mr. Berger provided copies of these records to Respondent and opined that the documents suggested that Respondent cashed the insurance check but did not deposit the funds into his IOLTA account. Mr. Berger solicited an alternative explanation from Respondent. Respondent failed to provide an alternative explanation for the Dechert malfeasance. (Stipulation ¶ 24; AP 19).

COUNT THREE

Mr. and Mrs. Clark retained Respondent on May 20, 2003, to represent them in a personal injury action. Respondent agreed to a contingency fee. (Exhibit 5, page 4 – 6; AP 11-13). Respondent filed the lawsuit on August 2, 2004, over a year after being retained to do so. Respondent settled the lawsuit in September 2005 and received the settlement proceeds of \$6,500 in late October 2005. Respondent deposited the proceeds into his IOLTA account on October 21, 2005 and immediately paid himself a \$2,400 contingency fee. (Stipulations ¶ 28 and ¶ 29; AP 19-20). On November 24th, Respondent sent the Clarks \$2,000 drawn on his IOLTA and advised them that the balance owing would be forwarded to them by the end of the year (2005) after Respondent had “resolved” the expert witness fee. (Stipulation ¶ 30; Tab 1, page 13; Tab 8; and Exhibit 2, ¶ 7; AP 20, 37, 89, and 2 respectively.) Respondent owed the Clark’s a balance of \$1700.00. (Stipulation ¶ 33; AP 20).

Respondent did not perform any more work on the Clark matter between November 2005 until November 20, 2006. (Exhibit 2, ¶ 8; Stipulations ¶31 and ¶ 32; AP 2 and 20). During that time period Respondent’s IOLTA records demonstrate that the balance of the Clarks’ settlement funds was not on deposit in the IOLTA. (Tab 1, pages 14, 18, 23, 25, 28, 32, 37, 40, 44, and 48 showing IOLTA monthly balances below \$1,700.00; AP 38, 42, 47, 49, 52, 56, 61, 64, 68, and 72 respectively). On November 20, 2006, Respondent deposited a cashier’s check in the amount of \$1,700.00 into his IOLTA. At the time of that deposit, his IOLTA contained only \$8.04. (Stipulation ¶ 33; Tab 1, pages 48, 50 and 53; AP 72, 74 and 77 respectively). On or about November 21, 2006, Respondent sent the Clarks a \$1,700.00 check drawn on his IOLTA.

(Tab 1, page 56; Exhibit 2, ¶ 12; AP 80 and 3 respectively).³

In summary, Respondent:

- Failed to deposit the Dechert settlement funds into his IOLTA account;
- Failed to promptly deliver Dechert's settlement funds to him;
- Converted the Dechert settlement funds for Respondent's own personal use;
- Failed to respond to four letters from Relator requesting information about the Dechert settlement funds;
- Forced the Relator to subpoena IOLTA and insurance records;
- Failed to promptly deliver the Clarks' settlement funds to them; and
- Converted the Clark settlement funds for Respondent's own personal use.

Based on the foregoing, the Panel finds that the stipulations of fact are supported by clear and convincing evidence.

CONCLUSIONS OF LAW

DR 1-102(A)(4) [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation] Counts One and Three. Stipulations ¶ 35 - 37; (AP 21-22).

DR 1-102(A)(5) [A lawyer shall not engage in conduct that is prejudicial to the administration of justice] Counts One and Two. Stipulations ¶ 35 - 38. (AP 21-22).

DR 1-102(A)(6) [A lawyer shall not engage in conduct that adversely reflects on the lawyer's fitness to practice law] Counts One, Two and Three. Stipulations ¶ 35 - 36. (AP 21).

³ In order to avoid confusion, we note that Tab 1, pages 14 and 17, contains a record of another \$1,700.00 check drawn on Respondent's IOLTA. That check was made payable to attorney Richard Herman. The check was written on January 11, 2006 and cleared Respondent's IOLTA on January 23, 2006. This check is entirely unrelated to these proceeding against Mr. Wolanin.

DR 9-102(B)(1) [A lawyer shall promptly notify a client of the receipt of his funds, securities or other properties.] Count One. Stipulation ¶ 35. (AP 21).

DR 9-102(B)(3) [A lawyer shall maintain complete records of all funds, securities and properties of a client coming into the possession of the lawyer and render appropriate accounts to his client] Counts One and Three. Stipulations ¶ 35 and 37. (AP 21, 22).

DR 9-102(B)(4) [A lawyer shall promptly pay or deliver to the client as requested by a client the funds, securities, or other properties in possession of the lawyer which the client is entitled to receive.] Counts One and Three. Stipulations ¶ 35 and 36. (AP 21).

Gov. Bar R. V(4)(G) [Failure to cooperate with relator's investigation.] Count Two. Stipulation ¶ 36. (AP 21).

Based on its findings of fact, the Panel finds that the stipulated violations are supported by clear and convincing evidence. The Panel adopts the stipulated violations in their entirety.

MITIGATION

The parties have stipulated to matters in mitigation and aggravation. There is a stipulation that Respondent has no prior disciplinary record. (Stipulation ¶ 38; AP 22). The Panel accepts that stipulation.

There are stipulations relating to Respondent's mental health. (Stipulations ¶ 39 – 42; AP 22-23). These stipulations represent that Respondent has been diagnosed as suffering from Major Depression, Adjustment Disorder, and alcohol abuse; that he has received treatment from a psychologist and psychiatrist; that he discontinued treatment by the psychologist; that he currently was receiving medication management services (but apparently no clinical treatment) from the psychiatrist; and, that the psychiatrist has prescribed Prozac (anti-depressant), Depakote (mood stabilizer) and recommended Respondent attend AA meetings. These stipulations do not

confirm Respondent's claim that he has been treated for bi-polar disorder but are not inconsistent with it either.⁴ The Panel, however, rejects the foregoing stipulations as they are totally unsupported by the evidence in the record. Respondent failed to submit a report from his designated "expert witness" and supposedly treating psychiatrist Dr. Ogesen. The only medical evidence in the record is found in Tab 4 (AP 84) where Dr. Ogesen represents that as of November 13, 2006, Respondent sought an evaluation and psychiatric treatment and that he continues to see Respondent. Moreover, Respondent has failed to demonstrate that he has satisfied the criteria of mental disability as a mitigating factor as required by BCGD Proc. Reg. 10(B)(2)(g)(i),(ii), (iii), and (iv). The Board finds that Respondent has not shown mitigation by reason of chemical dependency or mental disability (BCGD Proc. Reg. 10(B)(2)(g)).

During the hearing, the Panel discussed the mental health stipulations with Mr. Berger. We appreciate the presentation of the stipulations for historical context, but must reject them as mitigating factors. We note, however, that Respondent's conduct suggests an underlying disorder of thought. For example: Respondent's letter to Mr. Berger of March 5, 2007 is written from an address in Phoenix, Arizona where Respondent lived. In that letter, Respondent suggests that the grievance matter should "more properly [be] referred to OLAP" in Ohio. Additionally, when offered an opportunity by the Panel Chair to supplement his Answer, Respondent belligerently declared "I'm not here to be berated." Finally, the panel noted that Respondent intentionally set his departure date for Poland on the very date set for his hearing before the Board, after having been noticed of that date well in advance.

Though Respondent ultimately paid the settlement monies to his clients, he did so only

⁴ See Respondent's letter to Mr. Berger dated March 5, 2007. (Exhibit 4, AP 7).

after grievances were filed. The Board therefore finds that Respondent did not make a good faith effort to make restitution or to rectify the consequences of his misconduct (BCGD Proc. Reg. 10(B)(2) (c)).

Respondent has not offered any character references (BCGD Proc. Reg 10(B)(2) (e)). He has not cooperated with the Board during these proceedings (BCGD Proc. Reg. 10(B)(2)(d)).

AGGRAVATION

Respondent has stipulated, and the record and findings of fact confirm, that Respondent has engaged in a pattern of misconduct involving multiple offenses and that his conduct exhibited a dishonest and selfish motive. Respondent's failure to cooperate with the Board in these proceedings and his "in your face" attitude (demonstrated by his departure for Poland on the date of his hearing) compel the conclusion that Respondent's misconduct and failure to cooperate is willful. Respondent's failure to offer his "expert's" testimony or to otherwise establish that he is treating with his psychiatrist (or other mental health care professional) and making meaningful progress towards rehabilitation leads the Panel to conclude that Respondent is a danger to the public and should not be permitted to practice law.

RECOMMENDED SANCTION

In determining the appropriate sanction, the Panel considered the mitigating and aggravating factors as found above. Relator filed a pre-hearing brief in which it recommended a sanction and provided supporting case law. Respondent did not file a brief and his only suggested remedy was his: "humb! [e] request that the matter be more properly referred to OLAP." (Exhibit 4, AP 7)

Relator has recommended that Respondent be suspended from the practice of law for two years and offers *Cuyahoga County Bar Assn. v. Maybaum*, 112 Ohio St.3d 93, 2006-Ohio-

6507 and *Disciplinary Counsel v. Claflin*, 107 Ohio St.3d 31, 2005-Ohio-5827 for our consideration.

The Ohio Supreme Court has adopted a zero-tolerance policy toward the misappropriation of client funds, unless, however, the attorney sets forth evidence of substantial and credible mitigation. Compare *Cleveland Bar Assn. v. Belock* (1998), 82 Ohio St.3d 98, 100 (attorney disbarred for deliberate misappropriation), and *Cuyahoga Cty. Bar Assn. v. Churilla* (1997), 78 Ohio St.3d 348, 350 (attorney disbarred for misappropriation and deceit) with *Disciplinary Counsel v. Bubna*, 116 Ohio St.3d 294, 2007-Ohio-6436, at ¶27 (attorney suspended for misappropriation in lieu of disbarment based on substantial mitigation) and *Disciplinary Counsel v. Smith*, 101 Ohio St.3d 27, 2003-Ohio-6623, at ¶9 (attorney sanctioned by indefinite suspension for misappropriation based on mitigating factors). “Misappropriation of a client's money cannot be tolerated, and it is immaterial whether the amount at stake is large or small, to be paid to the client, or applied to pay a client's debt. The presumptive disciplinary measure for acts of misappropriation is disbarment.” *Dayton Bar Assn. v. Gerren*, 103 Ohio St.3d 21, 23, 2004-Ohio-4110, at ¶ 14, citing *Disciplinary Counsel v. France*, 97 Ohio St.3d 240, 2002-Ohio-5945, at ¶ 11. Theft and deception of any magnitude “strike[] at the very core of a lawyer’s relationship with the court and with the client.” *Churilla*, 78 Ohio St.3d at 350.

Claflin involved the misappropriation of settlement proceeds where the attorney settled a case for \$10,000, paid himself \$3,333.33 from the proceeds, and deposited the remainder in a separate business account rather than his IOLTA. He also failed to deliver settlement funds to his client for 32 months. Citing to *Toledo Bar Assn. v. Kramer*, 89 Ohio St.3d 321, 323, 2000-Ohio-163, the *Claflin* court noted that sanctions may be tempered when the misconduct is “an isolated incident and not a course of conduct in an otherwise unblemished legal career.” *Claflin*,

at ¶ 15. The *Clafin* court was moved to a more lenient sanction because Clafin had no prior disciplinary record, because he paid the settlement proceeds to his client before the disciplinary process began, and because he cooperated during the disciplinary process. Clafin was scanted with a two year suspension with one year stayed on conditions.

In *Maybaum*, the respondent was disciplined for repeatedly commingling a client's funds with his own and failing to pay a mediated settlement amount. The court ordered a six month stayed suspension on conditions in Respondent's first disciplinary case. *Cuyahoga Cty. Bar Assn. v. Maybaum*, 98 Ohio St.3d 507, 2003-Ohio-2062.

Maybaum in his second disciplinary case was charged with misconduct related to a \$23,000 settlement for which the medical expenses totaled \$6,976.12. In addition to the \$23,000, respondent received \$5,000 for the medical expenses. The client owed Maybaum for earlier representation in divorce proceedings and agreed that respondent could keep settlement proceeds equal to her unpaid attorney fees. The client also agreed that respondent would keep \$6,976.12, attempt to negotiate the medical expenses, pay the discounted value, and forward the remaining proceeds to the client. Respondent put the \$6,976.12 into his IOLTA but did not immediately negotiate the medical expenses. Instead, he withdrew the funds for his personal and office use. The client filed a grievance over five years later and respondent then refunded \$3,359.48.

In *Maybaum II*, 112 Ohio St.3d 93, 95, 2006-Ohio-6507, the panel found various mitigating factors: cooperation with the disciplinary proceeding, full and free disclosure, character references, and traumatic injuries to respondent and his wife during the pertinent time period. Maybaum also offered psychiatric testimony in an effort to prove a mental disability and successful treatment. Maybaum suffered from bi-polar disorder, however, the testimony showed that respondent was not compliant with his medications and failed to report for periodic lab tests.

An expert testified that Maybaum was unable to control his impulses, accept societal standards, or experience genuine remorse for misdeeds. In addition to bipolar disorder, the expert opined that Maybaum suffered from a personality disorder even less amenable to treatment.

The aggravating factors in *Maybaum II* include his failure to pay the previously mediated settlement from his earlier disciplinary proceeding and the “attitude” displayed by respondent. When questioned about his non-payment, Maybaum shrugged it off, an attitude that was reflected in numerous other professional relationships including the professionals with whom he shared offices space – he blamed them for not helping him increase his business. Ultimately, Maybaum admitted that he did not pay the mediated settlement because he simply decided that the mediation process was beneath him and he did not have to pay the agreed amount. *Id.* at ¶ 14-15.

Moreover, despite Maybaum’s expressions of remorse the panel doubted his sincerity and concluded that he was not inclined to live by any rules or restrictions put upon him by society, his physicians, or the bar.

In *Maybaum II*, the relator asked for disbarment. The Board recommended an indefinite suspension with various conditions for reinstatement. The Supreme Court agreed.

The panel finds Wolanin’s misconduct to be more egregious than that of Maybaum and recommends disbarment. Both Maybaum and Wolanin have, by their misconduct, demonstrated that they are not inclined to live by professional or societal norms. Where Maybaum cooperated in the disciplinary process, Wolanin obstructed the proceedings and ultimately expressed his utter contempt by flying to Poland on the day of his hearing. Where Maybaum offered evidence of mental disability, Wolanin professed his eagerness for a mitigation hearing on mental disability, but failed to offer any expert testimony on that issue. Where Maybaum offered

character witnesses, Wolanin did not. Respondent presented no mitigating factors other than a lack of disciplinary history. We conclude that Respondent has no remorse for his wrongdoing and no interest in remediation. We cannot conceive that Respondent will ever be able to return to the ethical practice of law. The panel therefore recommends that Respondent be disbarred.

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 October 3, 2008. The Board adopted the Findings of Fact and Conclusions of Law of the Panel. However, based on the specific misconduct committed by the Respondent in this matter, it recommends that the Respondent, John Stanley Wolanin, be indefinitely suspended from the practice of law in the State of Ohio. 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 Recommendation as those of the Board.



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

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

FILED

FEB - 1 2008

**BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE**

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**AGREED
STIPULATIONS
BOARD NO. 07-031**

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AGREED STIPULATIONS

Relator, Disciplinary Counsel, and respondent, John S. Wolanin, do hereby stipulate to the admission of the following facts, disciplinary rule violations, aggravation, mitigation and exhibits.

STIPULATED FACTS

1. Respondent, John Wolanin, was admitted to the practice of law in the State of Ohio on May 20, 1991. Respondent is subject to the Rules of Professional Conduct, Code of Professional Responsibility and the Rules for the Government of the Bar of Ohio.
2. During the time period relevant to this disciplinary complaint, respondent maintained an IOLTA account at Key Bank.

EXHIBIT

A

COUNT I

3. On November 9, 2004 respondent was retained by Daniel Dechert to represent him in an automobile accident insurance claim. Respondent and Dechert signed a contingency fee agreement.
4. On January 26, 2005, respondent filed a complaint on behalf of Dechert against Monica Burton and David Bowling in the Cuyahoga County Court of Common Pleas.
5. In September 2005 respondent negotiated a settlement of the insurance claim. The settlement resulted in payment of Dechert's medical bills as well as an additional payment of \$1,649.62 directly to Dechert.
6. On September 26, 2005, respondent dismissed Dechert's lawsuit pursuant to the settlement.
7. On or about January 30, 2006 Allstate Insurance mailed respondent a settlement check for \$1,649.62 made payable to respondent and Dechert.
8. In early February 2006 respondent received the \$1,649.62 settlement check. Respondent endorsed this check and it was either cashed or deposited into an unknown bank account on or about March 3, 2006.

9. Bank records indicate that respondent did not deposit these funds into his IOLTA account at Key Bank.
10. Despite receiving and cashing the settlement check, respondent did not promptly deliver the settlement funds to his client.
11. In March 2006 respondent sent Dechert a release for his signature and Dechert signed the release on March 9, 2006 and returned it to respondent.
12. From March 2006 until May 2006, Dechert unsuccessfully attempted to contact respondent by telephone. Respondent failed to respond to Dechert's messages during this period.
13. As a result of Dechert's inability to reach respondent, on or about May 23, 2006, Dechert sent relator a grievance against respondent.
14. On June 19, 2006, respondent mailed Dechert a check for \$1,649.62. This check was written on respondent's Key Bank IOLTA account.
15. Respondent's Key Bank IOLTA records between February 1, 2006 and June 19, 2006 show that Dechert's settlement funds were not on deposit in respondent's IOLTA account.

16. Respondent's Key Bank IOLTA records further indicate that respondent transferred \$1,649.62 into his IOLTA account on the same date that the check was written to Dechert.

COUNT II

17. On September 25, 2006 relator sent respondent a letter requesting documentation demonstrating that respondent had held Dechert's funds in his Key Bank IOLTA until the funds were disbursed.

18. Respondent failed to respond to this letter.

19. On October 18, 2006, relator spoke to respondent and also forwarded a second copy of relator's September 25, 2006 request for additional information including his bank records.

20. Respondent replied with a short handwritten note that did not address relator's questions.

21. On November 22, 2006, relator sent respondent another request for additional information, including his bank records.

22. Respondent replied with a copy of the check used to pay Dechert in June 2006. Respondent's reply was not responsive to the document request made in relator's letter.
23. On January 26, 2007, relator sent respondent a final letter requesting additional information and an explanation for his conduct.
24. Respondent responded to this letter but failed to provide any documentation indicating that he held Dechert's funds in compliance with the ethical rules.

COUNT III

25. Respondent was retained by Betty Ellen Clark and her husband, William Clark, on May 20, 2003, to represent them in a personal injury action. Respondent entered into an agreement to provide the representation for a contingency fee.
26. Respondent filed a lawsuit against the Cleveland Clinic and the Cleveland Clinic Guesthouse in the Cuyahoga County Court of Common Pleas on August 2, 2004.
27. Respondent settled the Clark's personal injury claim for \$6,500 in September 2005.
28. Respondent received the \$6,500 settlement check in late October of 2005 and deposited the check into his Key Bank IOLTA on October 31, 2005.

29. Also on October 31, 2005, respondent paid himself a \$2,400 contingency fee out of the settlement proceeds for his representation of the Clark's.
30. Respondent sent the Clark's a check for \$2,000 drawn on his Key Bank IOLTA on or about November 24, 2005. In an accompanying letter, respondent advised the Clark's that the remainder of the settlement funds would be transmitted to them by the end of the year, after resolution of the expert witness fee.
31. From November 2005 until November 21, 2006 respondent failed to forward any additional funds to the Clark's or provide them with an accounting regarding the status of the settlement funds.
32. Respondent's Key Bank IOLTA statements between January 2006 and November 2006 show that the Clark's settlement funds were not maintained on deposit in respondent's IOLTA account.
33. On November 20, 2006 respondent deposited a Charter One cashier's check for \$1,700 into his Key Bank IOLTA account. At the time of this deposit, the balance in respondent's Key Bank IOLTA was \$8.04.
34. On or about November 21, 2006, respondent mailed the Clark's a check for \$1,700.

STIPULATED VIOLATIONS

35. Relator and respondent stipulate that respondent's conduct in Count I constitutes a violation of the Code of Professional Responsibility: DR 1-102 (A)(4) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102 (A)(5) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice]; DR 1-102 (A)(6) [a lawyer shall not engage in conduct that adversely reflects on the lawyer's fitness to practice law]; DR 9-102 (B)(1) [a lawyer shall promptly notify a client of the receipt of his funds, securities or other properties]; DR 9-102 (B)(3) [a lawyer shall maintain complete records of all funds, securities and properties of a client promptly upon receipt and place them in a safe deposit box or other place of safekeeping as soon as practicable]; and DR 9-102 (B)(4) [a lawyer shall promptly pay or deliver to the client as requested by a client the funds, securities, or other properties in possession of the lawyer which the client is entitled to receive].
36. Relator and respondent stipulate that Respondent's conduct, in Count II constitutes a violation of the Code of Professional Responsibility: DR 1-102 (A)(5) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice]; DR 1-102 (A)(6) [a lawyer shall not engage in conduct that adversely reflects on the lawyer's fitness to practice law]; and Gov. Bar R. V(4)(G) [failure to cooperate with relator's investigation].

37. Relator and respondent stipulate that Respondent's conduct, in Count III constitutes a violation of the Code of Professional Responsibility: DR 1-102(A)(4) [conduct involving fraud, deceit, dishonesty or misrepresentation]; DR 1-102(A)(6) [conduct adversely reflecting on fitness to practice law]; DR 9-102 (B)(3) [a lawyer shall maintain complete records of all funds, securities and properties of a client promptly upon receipt and place them in a safe deposit box or other place of safekeeping as soon as practicable]; and DR 9-102 (B)(4) [a lawyer shall promptly pay or deliver to the client as requested by a client the funds, securities, or other properties in possession of the lawyer which the client is entitled to receive].

STIPULATED MITIGATION

38. Respondent has no prior disciplinary record.
39. From February 27, 2006 through May 15, 2006, respondent received treatment from Psychologist John Unmacht in the form of individual psychotherapy counseling sessions. Dr. Unmacht diagnosed respondent as suffering from Major Depression [DSM IV 296.32].

40. Respondent discontinued this treatment in May 2006, and in doing so, failed to complete the prescribed treatment regimen recommended by Dr. Unmacht.
41. On October 20, 2006, respondent sought medical treatment from Dr. Robert Ogesen. Dr. Ogesen is a psychiatrist and is currently providing medication management services to respondent.
42. Dr. Ogesen diagnosed respondent with Depression [DSM IV 311], Adjustment Disorder [DSM IV 309.28] and alcohol abuse. As a result of this diagnosis, Dr. Ogesen prescribed Prozac for respondent's depression, Depakote as a mood stabilizer and recommended that respondent attend AA meetings.

STIPULATED AGGRAVATION

43. Respondent engaged in a pattern of misconduct involving multiple offenses.
44. Respondent's conduct exhibited a dishonest and selfish motive.

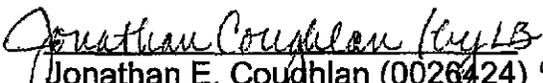
STIPULATED EXHIBITS

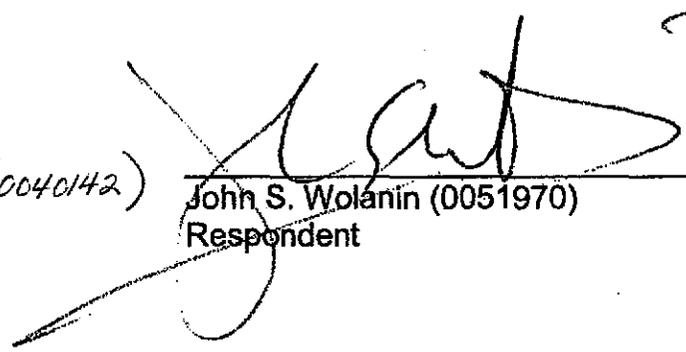
- Exhibit 1 Respondent's Key Bank IOLTA account statements for September 2005 through December 2006

- Exhibit 2 Letter from relator to respondent dated September 25, 2006
- Exhibit 3 Letter from relator to respondent dated October 18, 2006
- Exhibit 4 Note from respondent to relator dated November 14, 2006
- Exhibit 5 Letter from relator to respondent dated November 22, 2006
- Exhibit 6 Note from respondent to relator dated December 1, 2006
- Exhibit 7 Letter from relator to respondent dated January 26, 2007
- Exhibit 8 Respondent's November 24, 2005 letter to the Clark's

CONCLUSION

The above are stipulated to and entered into by agreement by the undersigned parties on this 30th day of JANUARY, 2008.


Jonathan E. Coughlan (0026424) ⁰⁰⁴⁰¹⁴²
Disciplinary Counsel


John S. Wolanin (0051970)
Respondent


Robert R. Berger (0064922)
Assistant Disciplinary Counsel

Berger, Robert

From: j.wolanin@cox.net
Sent: Wednesday, September 03, 2008 6:36 PM
To: Berger, Robert
Subject: Re: 9/5/08 Hearing

Mr. Berger: In light of the stipulations submitted I will not be attending the hearing. Thank you. John Wolanin, Esq.

----- "Berger wrote:

> Mr. Wolanin:

>
> Please let me know ASAP if you still plan to attend your attorney
> disciplinary hearing on September 5, 2008 in Ohio.

>
> Thank you for your cooperation,

>
> Robert R. Berger
> Assistant Disciplinary Counsel
> Office of Disciplinary Counsel
> Supreme Court of Ohio
> 250 Civic Center Drive, Suite 325
> Columbus, OH 43215
> [T] 614/461-0256
> [F] 614/461-7205
>

STATE OF FLORIDA)
) ss:
COUNTY OF Pinellas)

 **DRAFT**

AFFIDAVIT

I, Betty Clark, having been duly sworn according to the laws of Florida, hereby depose and say:

1. I am at least 18 years of age.
2. I have personal knowledge of the matters set forth in this affidavit.
3. I hired Attorney John Wolanin in May 2003 to represent me in a personal injury action. Wolanin agreed to provide the representation for a contingency fee.
4. Wolanin filed a lawsuit against the Cleveland Clinic and the Cleveland Clinic Guesthouse in the Cuyahoga County Court of Common Pleas in August 2004.
5. In the fall of 2005, our lawsuit was settled for \$6,500.
6. Wolanin received a \$2,400 contingency fee out of the settlement proceeds for his representation.
7. In November 2005, Wolanin sent me a check for \$2,000. In an accompanying letter, Wolanin advised me that the remainder of the settlement funds would be transmitted to them by the end of the year, after resolution of the expert witness fee.
8. From November 2005 until November 21, 2006 Wolanin failed to forward any additional settlement funds to me or provide any accounting regarding the status of the settlement funds.

Appendix Page 2

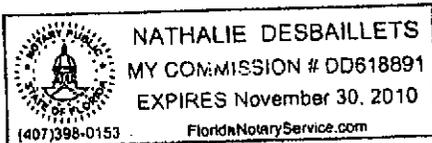
9. I have since learned that our settlement funds were not maintained on deposit in Wolanin's bank account.
10. During Wolanin's representation of me, I was unable to make contact with him because he moved from Cleveland, Ohio to Arizona and did not provide information his new contact information to me.
11. In August 2006 I filed a grievance with the Cuyahoga County Bar Association.
12. In November 2006, Wolanin mailed me a check for \$1,700, representing the remainder of funds owed to me.
13. It is my opinion that Wolanin failed to represent me competently.

FURTHER AFFIANT SAYETH NAUGHT.

Betty Clark
Betty Clark

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS

21 DAY OF March 2008.



[Signature]
Notary Public

My commission expires Nov 30, 2010

Betty L. Clark
6015 19th St. N. Apt. 105
St. Petersburg, FL 33714

Appendix Page 3

The Grievance Process

A grievance sent to the Disciplinary Counsel of the Supreme Court of Ohio or to a local bar association's certified grievance committee will be reviewed to determine whether the grievance alleges a violation of the Code of Professional Responsibility or Code of Judicial Conduct. If there is evidence that supports the allegation of a violation, the grievance will be investigated. Following the investigation, if substantial, credible evidence is found that a violation has occurred, a formal complaint will be filed with the Board of Commissioners on Grievances and Discipline. A three-member panel of the Board will review the complaint and determine whether probable cause exists to certify it. If the complaint is certified by the Board, a hearing is then held before a different three-member panel of the Board. The panel considers the evidence and makes a recommendation to the full Board of Commissioners. The full Board then makes a recommendation to the Supreme Court of Ohio. The Court has final say on whether to discipline an attorney or judge and what sanction should be administered. A grievance is confidential until the Board certifies it as a formal complaint. A grievance or complaint can be dismissed at any point in the process.

MAY 30 2005

Grievance Form

YOUR NAME: Dechert Daniel W 216/533-5341
Last First MI Phone No.

ADDRESS: 1549 NE 177th STREET - APT 308
Street

Shoreline King WASHINGTON 98155
City County State Zip Code

(Please circle) ATTORNEY or JUDGE

NAME: Walanin John S 440/478-5661
Last First MI Phone No.

ADDRESS: 127 Public Square, Suite 4110
Street

Cleveland Cuyahoga Ohio 44114
City County State Zip Code

GRIEVANCE FILED WITH OTHER AGENCIES:

Have you filed this grievance with any other agency or bar association? Yes No

If yes, name of that agency: _____

When filed?: _____

What happened?: _____



COURT ACTION:

Does this grievance involve a case that is still pending before a court? _____ Yes No

Have you brought civil or criminal court action against this attorney or judge? _____ Yes No

If yes, name of that court: _____

Result of court action: _____

Name, address, and phone number of attorney currently representing you, if different than above:

WITNESSES:

List the name, address, and daytime telephone number of persons who can provide information, IF NECESSARY, in support of your grievance.

NAME	ADDRESS	PHONE NO.
Patrick Connor	1549 NE 177th ST-308 Shoreline, WA 98155	216/650-0636

FACTS OF THE GRIEVANCE

Briefly explain the facts of your grievance in chronological order, including dates. Include a description of the illegal or unethical conduct committed by this legal professional. Attach COPIES (DO NOT SEND ORIGINALS) of any correspondence and documents that support your grievance.

Near the end of September 2005, my case was settled with Allstate Insurance to pay my medical bills plus a leftover amount of about \$1600.00 to be paid to me. In March 2006, I was told by my attorney, John S. Wolanin, that a check was to be mailed to me by Allstate Insurance. Before they could send me the check I was supposed to sign a release form. This is what my attorney told me. I talked to John Wolanin on the phone the first week of

March on the phone. He mailed me the release form and told me to sign it and mail it to his office. I did so and never heard back from him. I tried calling for over two months, but he doesn't answer his phone or return my calls.

My roommate and friend through this whole lawsuit called Allstate the day the release form was mailed back to me, (posted ~~sent to sender~~) return to sender / address not deliverable). Allstate told my friend, Patrick Connor, that a check was sent out and was cashed on March 6th 2006. I still have not heard from John S. Wolanin to this day!

The Rules of the Supreme Court of Ohio require that investigations be confidential. Please keep confidential the fact that you are submitting this grievance. The party(ies) you are filing your grievance against will receive notice of your grievance and may receive a copy of your grievance and be asked to respond to your allegations.


Signature

5/23/06
Date

John S. Wolanin, Esq.
5102 E. Piedmont # 2285
Phoenix, AZ 85044
440-478-6127

RECEIVED
REB
MAR - 7 2007

DISCIPLINARY COUNSEL
SUPERIOR COURT OF OHIO

March 5, 2007

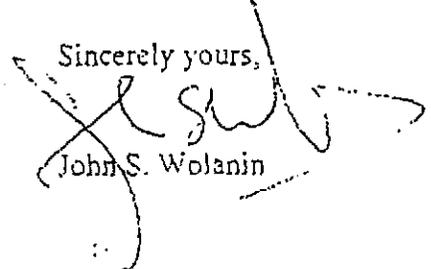
Robert R. Berger, Esq.
ODC
250 Civic Center Drive, Suite 325
Columbus, Ohio 43215-7411

Re: A6-1406

Dear Mr. Berger:

On Monday, March 5, 2007 I received ~~your latest correspondence dated January 26, 2007~~ due to the U.S. Postal Service failing to deliver the regular mail in a timely fashion. As I had previously sent you, I have been under professional medical care for bipolar syndrome and related depression/anxiety conditions since August, 2005. I have also stated to you in our telephone conversations that the commingling of funds did not result in prejudice or harm to my client and moreover, Mr. Dechert has urged disciplinary counsel to spare me any sanction via his written request. These mitigating factors are substantial and taken in context of the fact that I have not had a history of any prior professional disciplinary action, I humbly request that the matter be more properly referred to OLAP. Thank you.

Sincerely yours,


John S. Wolanin

The Cuyahoga County Bar Association



526 SUPERIOR AVE., EAST · 1240 LEADER BLDG. · CLEVELAND, OHIO 44114 · (216) 621-5112 · FAX (216) 523-2259

(Forms are to be filled in quadruplicate. This form is to be used only for allegations that an attorney has violated the Code of Professional Responsibility.)

RECEIVED
AUG 02 2006
Grievance Committee

Case # _____ ← please do not write on this line

STATE OF OHIO COUNTY OF Jefferson

- (1) Name Betty Ellen Clark
- (2) Address 4526 Sunset Blvd.
- (3) City Stevensville State Ohio Zip 43952
- (4) Work telephone — Home telephone 740-264-3376
- (5) Attorney's name John S. Wolanin, Esq.
- (6) Address The Key Tower, 127 Public Square, Suite 4110
- (7) City Cleveland State Ohio Zip 43952
- (8) Attorney's Office Telephone 216-348-0707
- (9) Have you filed this same grievance with another Bar Association or with the Ohio Disciplinary Counsel? () YES () NO Please list the office: _____
- (10) On a separate page, **PLEASE LIST THOSE SPECIFIC ACTIONS OF THE ATTORNEY YOU BELIEVE ARE UNETHICAL.** Please be as detailed as possible.
- (11) **PLEASE EXPLAIN THE FACTS OF YOUR CASE. INCLUDE DATES, DOCUMENTS, LETTERS, COPIES OF CANCELLED CHECKS, RECEIPTS, ETC. PLEASE INCLUDE FOUR COPIES OF ALL DOCUMENTATION.**
- (12) Did you hire this attorney to represent you? () YES () NO
- (13) Have you terminated the services of this attorney? () YES () NO
- (14) By filing this grievance, I authorize the above mentioned attorney to discuss my affairs relating to this matter with any member or members of the Cuyahoga County Bar Association's Certified Grievance Committee who may be involved in the processing of this grievance. If requested and upon reasonable notice, I will appear before that Committee in support of this grievance.

Betty Ellen Clark
Complainant's Signature

RELATOR'S EXHIBIT
5

July 31, 2006
Betty Ellen Clark

Cuyahoga County Bar Association

On May 20, 2003, I contacted Atty John Wolanin to represent me in a claim for personsl injuries, resulting from an accident on Feb. 17, 2003 at the Guesthouse at Cleveland Clinic, where my husband, daughter and I were staying.

My right hand was severly injured when a maljunctioning gate in their parking lot fell and hit my hand, injuring it severly and dislocating my thumb. I have had a lot of therapy , and now need surgery.

Atty Wolanin accepted a settlement of \$6,500.00 , in which he signed my name, and my husbands name on Oct. 7, 2005. He has never sent me a copy of the and since he has left the area, with no forwarding address and a disconnected phone, there was no way for me to contact him.. I called Atty Michael Scroge, (he represented the Guesthouse), and he very graciously sent me a copy, I have Enclosed it. The settlement was for \$6500.00.

~~Apparently Atty. Wolanin has moved, possibly to Arizona. On Nov. 24, 2005, I received a check for \$2000.00 and a letter (which I am enclosing a copy) and he promised to pay me the remainder of my money to me before the end of the year, 2005.~~

Hi gave me an new address to use if I needed to contact him. I wrote him a letter (a copy is enclosed) and sent it, but it was returned to me and marked undeliverable. I would not have hired him if I had known he was this unethical, and not honest.

I'm contacting the Cuyahoga Bar Association, to see if you will help me locate Atty Wolanin, since I do expect him to pay me the remainder of my money. I also have a credit of \$261 ,00 which I had overpaid him for his postage, etc.. He promised that he would send this also.

Thank you for your help.

Sincerely,

Betty Ellen Clark
4526 Sunset Blvd.
Steubenville, Ohio 43952

Phone 740-264-3376

P.S. We spend about 5 months in Fla, during thee winter. We will be leaving in Nov. and return in April.

COPY

LAW OFFICE OF JOHN S. WOLANIN

SUITE 2200
55 PUBLIC SQUARE
CLEVELAND, OHIO 44113-1901

(216) 348-0707
Fax (216) 348-0713

John S. Wolanin, Esq.

PERSONAL AND CONFIDENTIAL

May 20, 2003

Betty Clark
Bill Clark
4525 Sunset Blvd.
Steubenville, Ohio 43952

RE: Attorney Retainer Agreement
Personal Injury Matter
Date of Accident: February 17, 2003

Dear Mr & Mrs. Clark:

This letter will confirm that you have retained this firm to represent you to pursue claims for personal injuries and/or property damage resulting from your accident on or about February 17, 2003. As described below, this firm has agreed to handle the forgoing claims on a contingent fee basis.

A contingent fee agreement means any agreement for the provisions of a legal services by an attorney under which the compensation of the attorney is contingent, in whole or in part, upon a judgment being rendered in favor of or a settlement being obtained for the client in a fixed amount or amount to be determined by a specified formula, including, but not limited to, a percentage of the gross settlement of judgment rendered in favor of or settlement obtained for the client. The contingent fee to which you have agreed will be determined by applying a specified percentage of the gross settlement of judgment obtained for you prior to deducting any out of pocket expenses previously unpaid at that time. If this case, or any part of this case is settled, or a judgment is obtained on you behalf, our attorney's fees will be 33 1/3% of any gross settlement if obtained prior to the filing of a complaint, and will be one 40% of any gross settlement or judgment obtained on your behalf after litigation is commenced, and 50% of any verdict or settlement received at trial (trial commences with the empaneling of a

jury); provided, however, that you agree that if this firm determines during the course of your representation that the prospect of recovery in this matter are such that they do not merit expending further time and expense on the matter, that this firm may, with reasonable notice to you, withdraw from your representation, in which event you will owe this firm only any out-of-pocket expenses then incurred and owing. In addition, this contingent fee agreement does not cover legal services for any appeal from any judgment or order received in your matter, whether or not in your favor. In the event of an appeal by an opponent in the litigation, or in the event you wish to take an appeal, you and this firm would then have to make new arrangements for payment of any fee for such an appeal.

Notwithstanding the contingent fee agreement, you will be responsible for and agree to pay all out of pocket costs, such as deposition expenses, court costs, long distance telephone and facsimile charges and copying charges as they become due.

The firm will not make any settlement without your prior consent. All matters of policy including, but not limited to, preparation and presentation of this claim, litigation, costs, settlement, trial and/or appeal, if the same shall arise, shall be determined jointly by you and the undersigned as reasonably possible within your professional discretion.

~~As long as the attorney-client relationship continues, Attorney John S. Wolanin~~ will have a power of attorney to act on your behalf and to execute all pleadings, claims, contracts, settlements, checks, drafts, compromises, releases, verifications, dismissals, and deposits, in every respect as though you were personally so doing. Attorney Wolanin is authorized to exercise all lien rights, disburse costs, attorneys fees earned, and assignments voluntarily executed that all these may be disbursed in the same order prior to distribution to me of my net recovery.

The firm is granted a lien on any claims, demand or cause of action that may be described above or which arises out of the above matter and on any funds or property received by settlement, judgment or recovered in any matter as security for payment of the above-mentioned fees, costs, or expenses.

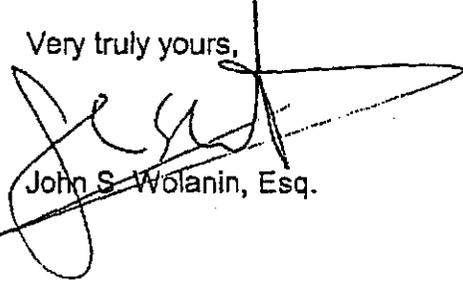
Please be aware that the firm has not and cannot guarantee results and that the firm's services shall be to give you legal advice and advocate your position.

In addition to the financial issues outlined above, please understand that you may be required to attend hearings, out of court legal proceedings, or meetings, and to provide information that may be either legally required or otherwise necessary in the effective processing of your case. You agree to cooperate in these matters.

After you have fully reviewed the terms of this contingent fee agreement, please contact me with any questions that you have with respect to the terms. Your signature will indicate your agreement and understand its terms.

We look forward to serving you in this matter.

Very truly yours,



John S. Wolanin, Esq.

JSW/rjp

I acknowledge receipt of the foregoing contingent fee agreement. I understand that agreement and agree to its terms.

Betty Clark
Betty Clark

William S. Clark
Bill Clark

Date: 5-20-03

COUNT I

3. On November 9, 2004 respondent was retained by Daniel Dechert to represent him in an automobile accident insurance claim. Respondent and Dechert signed a contingency fee agreement.

4. On January 26, 2005, respondent filed a complaint on behalf of Dechert against Monica Burton and David Bowling in the Cuyahoga County Court of Common Pleas.

5. In September 2005 respondent negotiated a settlement of the insurance claim. The settlement resulted in payment of Dechert's medical bills as well as an additional payment of \$1,649.62 directly to Dechert.

6. On September 26, 2005, respondent dismissed Dechert's lawsuit pursuant to the settlement.

7. On or about January 30, 2006 Allstate Insurance mailed respondent a settlement check for \$1,649.62 made payable to respondent and Dechert.

8. In early February 2006 respondent received the \$1,649.62 settlement check. Respondent endorsed this check and it was either cashed or deposited into an unknown bank account on or about March 3, 2006.

9. Bank records indicate that respondent did not deposit these funds into his IOLTA account at Key Bank.
10. Despite receiving and cashing the settlement check, respondent did not promptly deliver the settlement funds to his client.
11. In March 2006 respondent sent Dechert a release for his signature and Dechert signed the release on March 9, 2006 and returned it to respondent.
12. From March 2006 until May 2006, Dechert unsuccessfully attempted to contact respondent by telephone. Respondent failed to respond to Dechert's messages during this period.
13. As a result of Dechert's inability to reach respondent, on or about May 23, 2006, Dechert sent relator a grievance against respondent.
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STIPULATED MITIGATION

38. Respondent has no prior disciplinary record.
39. From February 27, 2006 through May 15, 2006, respondent received treatment from Psychologist John Unmacht in the form of individual psychotherapy counseling sessions. Dr. Unmacht diagnosed respondent as suffering from Major Depression [DSM IV 296.32].

40. Respondent discontinued this treatment in May 2006, and in doing so, failed to complete the prescribed treatment regimen recommended by Dr. Unmacht.
41. On October 20, 2006, respondent sought medical treatment from Dr. Robert Ogesen. Dr. Ogesen is a psychiatrist and is currently providing medication management services to respondent.
42. Dr. Ogesen diagnosed respondent with Depression [DSM IV 311], Adjustment Disorder [DSM IV 309.28] and alcohol abuse. As a result of this diagnosis, Dr. Ogesen prescribed Prozac for respondent's depression, Depakote as a mood stabilizer and recommended that respondent attend AA meetings.

STIPULATED AGGRAVATION

43. Respondent engaged in a pattern of misconduct involving multiple offenses.
44. Respondent's conduct exhibited a dishonest and selfish motive.

STIPULATED EXHIBITS

- Exhibit 1 Respondent's Key Bank IOLTA account statements for September 2005 through December 2006

TAB 1

KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Corporate Banking Statement
January 31, 2006
page 1 of 3

350001005114



1 B 0000 00001 R EM B1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
127 PUBLIC SQ STE 4110
CLEVELAND OH 44114-1312

Questions or comments?
Call 1-800-KEY2YOU (1-800-539-2968)

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 12-31-05	\$2,246.86
2 Subtractions	-1,701.49
Interest paid	+ 1.49
Ending balance 1-31-06	\$546.86

Subtractions

Checks * check missing from sequence

2109	1-23	\$1,700.00	Total checks paid	\$1,700.00
------	------	------------	-------------------	------------

Transfers	Date	Serial #	Destination	
	1-31		Interest transferred to 10001000016	\$1.49
Total subtractions				\$1,701.49

350001005114 - 00101
56971

KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Corporate Banking Statement
February 28, 2006
page 1 of 3

350001005114



1 B 0000 00001 R EM B1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
127 PUBLIC SQ STE 4110
CLEVELAND OH 44114-1312

Questions or comments?
Call 1-800-KEY2YOU (1-800-539-2968)

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 1-31-06	\$546.86
2 Subtractions	-500.24
Interest paid	+.24
Ending balance 2-28-06	\$46.86

Subtractions

Checks * check missing from sequence

2110 2-16 \$500.00 Total checks paid \$500.00

Transfers	Date	Serial #	Destination	
	2-28		Interest transferred to 10001000016	\$0.24
			Total subtractions	\$500.24

350001005114 - 00101
57632

Key IOLTA 350001005114

JOHN S WOLANIN DBA
 LAW OFFICE OF JOHN S WOLANIN
 IOLTA ACCOUNT

Beginning balance 2-28-06	\$46.86
1 Subtraction	-.08
Interest paid	+.08
Ending balance 3-31-06	\$46.86

Subtractions

<i>Transfers</i>	<i>Date</i>	<i>Serial #</i>	<i>Destination</i>	
	3-31		Interest transferred to 10001000016	\$0.08
Total subtractions				\$.08

Interest earned

Current interest rate	variable
Interest paid 3-31-06	\$.08
Interest paid year-to-date	\$1.81
Interest earned (2005)	\$10.47



Questions or comments?

Call 1-800-KEY2YOU (1-800-539-2968)

B 0000 00000 R EM T1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
127 PUBLIC SQ STE 4110
CLEVELAND OH 44114-1312

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 3-31-06	\$46.86
1 Addition	+75.00
2 Subtractions	-55.95
Interest paid	+.13
Net fees and charges	-15.00
Ending balance 4-30-06	\$51.04

Additions	Deposits	Date	Serial #	Source	
		4-11	6102	Fedwire Deposit	\$75.00
Total additions					\$75.00

Subtractions

Withdrawals	Date	Serial #	Location	
	4-13		OH Lic. Rnwl-Webplates	\$55.82
Transfers	Date	Serial #	Destination	
	4-28		Interest transferred to 10001000016	\$0.13
Total subtractions				\$55.95

Interest earned

Current interest rate	variable
Interest paid 4-28-06	\$.13
Interest paid year-to-date	\$1.94

Fees and charges

Date		Quantity	Unit charge	
4-11-06	Fedwire Service Charge	1	15.00	-\$15.00
Fees and charges assessed this period				-\$15.00

350001005114 - 00101
18470

KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Corporate Banking Statement
May 31, 2006
page 1 of 3

350001005114



1 B 0000 00001 R EM B1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
127 PUBLIC SQ STE 4110
CLEVELAND OH 44114-1312

Questions or comments?
Call 1-800-821-2829

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 4-30-06	\$51.04
2 Subtractions	-28.06
Interest paid	+.06
Ending balance 5-31-06	\$23.04

Subtractions

Checks * check missing from sequence

2112 5-4 \$28.00 Total checks paid \$28.00

Transfers	Date	Serial #	Destination	
	5-31		Interest transferred to 10001000016	\$0.06
			Total subtractions	\$28.06

350001005114 - 00101
57843

350001005114



1 B 0000 00001 R EM B1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
127 PUBLIC SQ STE 4110
CLEVELAND OH 44114-1312

Questions or comments?
Call 1-800-821-2829

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 5-31-06	\$23.04
1 Addition	+ 1,649.62
2 Subtractions	-1,650.07
Interest paid	+ .45
Net fees and charges	-15.00
Ending balance 6-30-06	\$8.04

Additions

Deposits	Date	Serial #	Source	
	6-19	3839	Fedwire Deposit	\$1,649.62
Total additions				\$1,649.62

Subtractions

Checks * check missing from sequence

2111	6-22	\$1,649.62	Total checks paid	\$1,649.62
------	------	------------	-------------------	------------

350001005114 - 00101
62478

LAW OFFICE OF JOHN S. WOLANIN
IOLTA ACCOUNT

04-08

2111

THE KEY TOWER
127 PUBLIC SQUARE STE 4110
CLEVELAND, OH 44114

DATE 6/19/06

6-NET/10
57000

PAY
TO THE
ORDER OF

DAN DECHERT

\$ 1,649.62

One thousand six hundred forty nine and 62/100 DOLLARS



KeyBank National Association
Cleveland, Ohio 44114
1-888-KEY4BIZ Key.com

D.O.L. 11/7/04

FOR BODILY INJURY PAIN & SUFFERING
FULL SETTLEMENT - NO ATTORNEY FEE

[Handwritten signature]

⑆00211⑆ ⑆041001039⑆ 550001005114⑆ ⑆0000164962⑆

13347853 4 06/22/06

1,649.62

PROCESSED BY
PAYOR BANK

⑆1250005744⑆
KEYBANK N.A. 0726 017
SEATTLE WA 98108

⑆60107767⑆ 06-22-06 6797 02
⑆0000000000⑆ 50340112 000000030⑆01
L001 LDU XY

ORR 23151
KEYBANK
044

[Handwritten signature]

REQUESTOR: SHARON BICKER INST: 001 COUNTRIES: LOG ID: 36
SEARCH REQ: TYPE: A START DATE: 01/01/06 TAX ID: TEXT:
FILE(S): B END DATE: 06/30/06 APPL/ACCT: DD 000350001005114

TYPE EXEC DATE ENTRY FUNDS TRANSFER INFORMATION (PERIOD = MISSING)

ENE 04/11/06 99415 ORIG- JOHN S WOLANIN BENE- LAW OFFICE OF JOHN S WOLANIN
ADDR 1- 5102 E PIEDMONT RD APT 2285 ADDR 1- CLEVELAND OHUS
ADDR 2- PHOENIX AZ 85044-8622 ADDR 2-
ORIG BANK- 026009593 BANK OF AMERICA BENE BANK- 041001039 KEY BANK GR LAKES CLEVE
AMOUNT- 75.000 USD
ORIG ACCT- ... 004688829104 TIN- BENE ACCT- DD 000350001005114 TIN-
DEBIT ACCT- GL 001140008855035 CREDIT ACCT- DD 000350001005114
ORIG ID- BENE ID-
INSTRUCTIONS 1- TRACE ID- 20060411006102 OPER-
INSTRUCTIONS 2- FROM/TO CNTRY- .. PAYMENT DATE- 06/04, ,
INSTRUCTIONS 3- INTER R/T 1- INTER R/T 2-

ARCHIVE COMPLETE

ENE 06/19/06 99581 ORIG- ELIZA P WOLANIN BENE- LAW OFFICE OF JOHN S. WOLANIN
ADDR 1- 5102 E PIEDMONT ADDR 1- CLEVELAND OHUS
ADDR 2- PHOENIX AZ 85044-0000 ADDR 2-
ORIG BANK- 026009593 BANK OF AMERICA BENE BANK- 041001039 KEY BANK GR LAKES CLEVE
AMOUNT- 1,649.620 USD
ORIG ACCT- ... 004670961339 TIN- BENE ACCT- DD 000350001005114 TIN-
DEBIT ACCT- GL 001140008855035 CREDIT ACCT- DD 000350001005114
ORIG ID- BENE ID-
INSTRUCTIONS 1- TRACE ID- 20060619003839 OPER-
INSTRUCTIONS 2- FROM/TO CNTRY- .. PAYMENT DATE- 06/06/20
INSTRUCTIONS 3- INTER R/T 1- INTER R/T 2-

ARCHIVE COMPLETE

***** TOTAL WIRES REPORTED FOR REQUEST ***** 2

KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Corporate Banking Statement
July 31, 2006
page 1 of 2



Questions or comments?
Call 1-800-821-2829

B 0000 00000 R EM T1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
127 PUBLIC SQ STE 4110
CLEVELAND OH 44114-1312

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 6-30-06	\$8.04
1 Subtraction	-.02
Interest paid	+.02
Ending balance 7-31-06	\$8.04

Subtractions

Transfers	Date	Serial #	Destination	
	7-31		Interest transferred to 10001000016	\$0.02
Total subtractions				\$.02

Interest earned

Current interest rate	variable
Interest paid 7-31-06	\$.02
Interest paid year-to-date	\$2.47

Account messages

Beginning September 15, 2006, business checks up to \$25,000 are eligible to be cleared electronically. The conversion of eligible business checks into electronic transactions is based on the Electronic Payments Association's (NACHA) recent rule change, which expands on the existing conversion rules for consumer checks. To understand the rule change and the impact to your business, please access the following Internet link: www.key.com/businesscheckconversion

350001005114 - 00101
20783

KeyNotes (con't)

*We're making a difference in your community.
 On September 14th, KeyCenters across the country and in your community
 will close at noon so that employees can volunteer as part of Neighbors
 Make the Difference Day. Please note that some KeyCenters will remain
 open for normal business operations. To find out if your KeyCenter
 is scheduled to close, please call 1-800-KEY2YOU (1-800-539-2968).*

Key IOLTA 350001005114

JOHN S WOLANIN DBA
 LAW OFFICE OF JOHN S WOLANIN
 IOLTA ACCOUNT

Beginning balance 7-31-06	\$8.04
1 Subtraction	-.02
Interest paid	+.02
Ending balance 8-31-06	\$8.04

Subtractions

Transfers	Date	Serial #	Destination	
	8-31		Interest transferred to 10001000016	\$0.02
Total subtractions				\$.02

Interest earned

Current interest rate	variable
Interest paid 8-31-06	\$.02
Interest paid year-to-date	\$2.49

Account messages

*Business Check Conversion Reminder
 As a reminder from our prior communication this summer, beginning September 15,
 2006, business checks that are eligible for conversion into ACH transactions
 will be reported as separate eCheck debits on business checking statements.
 Therefore, in the event an eligible check is converted into an ACH debit, it*

KeyNotes (con't)

Important Notice of Changes to your Funds Availability Policy

As a result of the Federal Reserve Banks' reduction in the number of locations at which they process checks, effective August 18, 2006, the KeyBank National Association Funds Availability Policy was revised. The Local Check routing number table in the section titled Other Check Deposits in the KeyBank Funds Availability Policy is revised. Checks with the routing numbers listed below that previously would have been treated as non-local check deposits will now be treated as local check deposits. For checks deposited in KeyBank branches in the state listed, the additional routing numbers are as follows:

New York - 0310, 0311*, 0312*, 0313*, 0319*,
0360, 2311*, 2312*, 2313*, 2319*, 2360.

Funds from deposits of local checks will be available on the first business day after the day of your deposit unless the routing number listed above is denoted with an asterisk (*). If the routing number is denoted with an asterisk (*), then the first \$100 of your deposit will be available on the first business day after the day of your deposit, and the remaining funds will be available on the second business day after the day of deposit.

Effective October 1, 2006, if we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds in your account will be available 2 business days after the day the check is cashed for a local check and 5 business days after the day the check is cashed for a non-local check. Local and Non-local checks are described in the funds availability schedule.

PLEASE RETAIN THIS IMPORTANT INFORMATION FOR YOUR RECORDS.
The rest of the Funds Availability Policy remains unchanged. A complete copy of the revised Funds Availability Policy is available at any KeyBank branch.

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 8-31-06	\$8.04
1 Subtraction	-.02
Interest paid	+.02
Ending balance 9-30-06	\$8.04

350001005114 - 00101
24213

Key IOLTA 350001005114

JOHN S WOLANIN DBA
 LAW OFFICE OF JOHN S WOLANIN
 IOLTA ACCOUNT

Beginning balance 9-30-06	\$8.04
1 Subtraction	-.02
Interest paid	+.02
Ending balance 10-31-06	\$8.04

Subtractions

<i>Transfers</i>	<i>Date</i>	<i>Serial #</i>	<i>Destination</i>	
	10-31		Interest transferred to 10001000016	\$0.02
Total subtractions				\$.02

Interest earned

Annual percentage yield (APY) earned	2.97%
Number of days this statement period	31
Interest paid 10-31-06	\$.02
Interest earned this statement period	\$.02
Interest paid year-to-date	\$2.53

KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Corporate Banking Statement
November 30, 2006
page 1 of 2

Questions or comments?
Call 1-800-821-2829

B 0000 00000 R EM T1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
5102 E PIEDEMONT RD APT 2285
PHOENIX AZ 85044-8622

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 10-31-06	\$8.04
1 Addition	+ 1,700.00
1 Subtraction	-1.40
Interest paid	+ 1.40
Ending balance 11-30-06	\$1,708.04

Additions	Deposits	Date	Serial #	Source	
		11-20		Customer Deposit	\$1,700.00
				Total additions	\$1,700.00

Subtractions

Transfers	Date	Serial #	Destination	
	11-30		Interest transferred to 10001000016	\$1.40
			Total subtractions	\$ 1.40

Interest earned

Annual percentage yield (APY) earned	2.98%
Number of days this statement period	30
Interest paid 11-30-06	\$1.40
Interest earned this statement period	\$1.39
Interest paid year-to-date	\$3.93

350001005114 - 00101
10418

KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Corporate Banking Statement
December 31, 2006
page 1 of 3

350001005114

1 B 0000 00001 R EM B1
JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT
THE KEY TOWER
5102 E PIEDMONT RD APT 2285
PHOENIX AZ 85044-8622

Questions or comments?
Call 1-800-821-2829

Key IOLTA 350001005114

JOHN S WOLANIN DBA
LAW OFFICE OF JOHN S WOLANIN
IOLTA ACCOUNT

Beginning balance 11-30-06	\$1,708.04
2 Subtractions	-1,700.57
Interest paid	+.57
Ending balance 12-31-06	\$8.04

Subtractions

Paper Checks * check missing from sequence

2117	12-5	\$1,700.00	Paper checks paid	\$1,700.00
------	------	------------	-------------------	------------

Transfers	Date	Serial #	Destination	
	12-29		Interest transferred to 10001000016	\$0.57
			Total subtractions	\$ 1,700.57

350001005114 - 00101
64455

Securely enhanced document. See back for details.

LAW OFFICE OF JOHN S. WOLANIN
IOLTA ACCOUNT

04-98

2117

THE KEY TOWER 216-348-0707
127 PUBLIC SQUARE STE 4110
CLEVELAND, OH 44114

DATE 11/21/06

6-103/419
67000

PAY TO THE ORDER OF BETTY CLARK \$ 1,700.00

ONE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS



KeyBank National Association
Cleveland, Ohio 44114
1-888-KEY4BIZ® Key.com®

FOR Settlement Proceeds in Full
CASE NO CV-04-537492

⑆002117⑆ ⑆041001039⑆ 350001005114⑆ ⑆0000170000⑆

©2006 American Express Company
SAFETY

61734021 2 12/05/06 1,700.00

Appendix Page 80

Betty Clark
for deposit only

JAN - 0 01

0222 21183

⑆063107513⑆
MAGNOLIA NA SVC051 4923T
ORLANDO FL 32806 11PK
7237520906

56

61734021 2 12/05/06 1,700.00

TAB 2

Disciplinary Counsel
THE SUPREME COURT OF OHIO

DISCIPLINARY COUNSEL
JONATHAN E. COUGHLAN

FIRST ASSISTANT DISCIPLINARY COUNSEL
LORI J. BROWN

250 CIVIC CENTER DRIVE, SUITE 325
COLUMBUS, OHIO 43215-7411
(614) 461-0256
FAX (614) 461-7205
1-800-589-5256

ASSISTANT DISCIPLINARY COUNSEL
STACY SOLOCHEK BECKMAN
ROBERT R. BERGER
JOSEPH M. CALIGIURI
CAROL A. COSTA
BRIAN E. SHINN
AMY C. STONE

September 25, 2006

PERSONAL AND CONFIDENTIAL

John Stanley Wolanin, Esq.
5102 East Piedmont Road
Suite 2285
Phoenix, AZ 85044

Re: File No. A6-1406

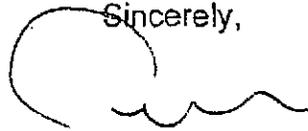
Dear Mr. Wolanin:

Thank you for your August 29, 2006 letter in response to the grievance filed against you by Daniel Dechert. So that we may conclude our investigation please respond to the requests in this letter.

In your letter you indicated that you received the settlement check from Allstate in February 2006 and that Mr. Dechert was paid his share of the settlement in June 2006. Please provide monthly statements for your IOLTA account for February 2006 through June 2006.

Feel free to contact me if you should have any questions. Please respond to this letter no later than October 9, 2006.

Sincerely,



Robert R. Berger
Assistant Disciplinary Counsel

LB

RRB:cjd

TAB 3

Disciplinary Counsel

THE SUPREME COURT OF OHIO

250 CIVIC CENTER DRIVE, SUITE 325
COLUMBUS, OHIO 43215-7411
(614) 461-0258
FAX (614) 461-7205
1-800-589-5256

DISCIPLINARY COUNSEL
JONATHAN E. COUGHLAN

FIRST ASSISTANT DISCIPLINARY COUNSEL
LORI J. BROWN

ASSISTANT DISCIPLINARY COUNSEL
STACY SOLOCHEK BECKMAN
ROBERT R. BERGER
JOSEPH M. CALIGIURI
CAROL A. COSTA
BRIAN E. SHINN
AMY C. STONE

October 18, 2006

PERSONAL AND CONFIDENTIAL

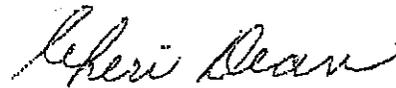
John Stanley Wolanin, Esq.
5102 East Piedmont Road
Suite 2285
Phoenix, AZ 85044

Re: File No. A6-1406

Dear Mr. Wolanin:

Enclosed as per our conversation today I am resending you a copy of the September 25, 2006 letter that we sent you. Your response is now due on November 2, 2006. Should you have any questions please feel free to call Mr. Berger.

Sincerely,



Cheri Dean, Assistant to
Robert R. Berger
Assistant Disciplinary Counsel

/sjd
Enclosure

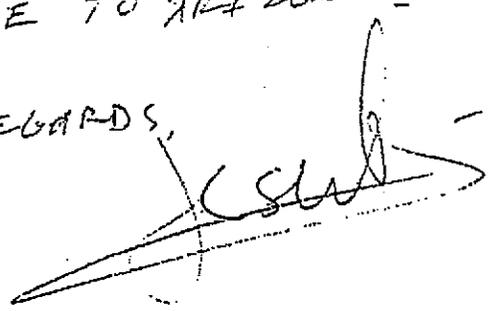
TAB 4

From the desk of
JOHN S. WOLANIN

RECEIVED
FILE NO. A6-1406 NOVEMBER 14, 2006
NOV 20 2006

DEAR MR. BERBER BY DEPUTY COUNSEL
SUPREME COURT OF OHIO

IN MY CONTINUING EFFORT
TO PROVIDE YOU WITH ALL
AVAILABLE INFORMATION, PLEASE FIND
THE ENCLOSED CURRRES PODDENCE FROM
MY PSYCHIATRIST. THE HEALTH ISSUES
I HAVE ENCOUNTERED OVER THE LAST
YEAR PROMPTED MY CLUSURE OF MY
OFFICE AND MOVE TO ARIZONA.
THANK YOU. REGARDS,



Robert B. Ogesen, M.D.

Office: 480-785-5769 Fax: 480-785-8786
11011 S. 48th Street, Suite 200 Phoenix, AZ 85044

11-13-06

To Whom It May Concern,

Mr. John Wolquin has sought evaluation
and psychiatric treatment with me and
continues to be seen.

R. Ogesen

TAB 5

Disciplinary Counsel

THE SUPREME COURT OF OHIO

DISCIPLINARY COUNSEL
JONATHAN E. COUGHLAN

FIRST ASSISTANT DISCIPLINARY COUNSEL
LORI J. BROWN

250 CIVIC CENTER DRIVE, SUITE 325
COLUMBUS, OHIO 43215-7411
(614) 461-0256
FAX (614) 461-7205
1-800-589-5256

ASSISTANT DISCIPLINARY COUNSEL
STACY SOLOCHEK BECKMAN
ROBERT R. BERGER
JOSEPH M. CALIGIURI
CAROL A. COSTA
BRIAN E. SHINN
AMY C. STONE

November 22, 2006

PERSONAL AND CONFIDENTIAL

John Stanley Wolanin, Esq.
5102 East Piedmont Road, Suite 2285
Phoenix, AZ 85044

Re: File No. A6-1406

Dear Mr. Wolanin:

I am sending you this letter to obtain additional information regarding the grievance filed against you by Daniel Dechert. So that we may conclude our investigation please respond to the requests in this letter.

On September 25, 2006 I sent you a letter requesting a copy of the monthly statements for your IOLTA account for February 2006 through June 2006. On October 18, 2006 I sent you a second letter making the same request. During this same time period this office also made several telephone calls to you regarding a lack of response. On November 3, 2006 this office received a copy of your June 2006 IOLTA account monthly statement.

Mr. Dechert's grievance alleges that you failed to promptly forward settlement proceeds to him. In order to complete our investigation of this matter it is necessary for this office to confirm that you properly held Mr. Dechert's funds in your IOLTA prior to releasing those funds to him. Therefore, please provide a copy of the monthly statements for your IOLTA account for February 2006 through May 2006.

Feel free to contact me if you should have any questions. Please respond to this letter no later than December 5, 2006.

Sincerely,



Robert R. Berger *RRB*
Assistant Disciplinary Counsel

RRB:cm

Appendix Page 85

EXHIBIT

5

TAB 6

From the desk of
JOHN S. WOLANIN

DECEMBER 1, 2006

Dear Mr. Berger:

Please find enclosed the additional records regarding Dan Dechant that I have for the time period you mentioned -

Sincerely,

J. Wolanin

RECEIVED ✓
RDD
DEC - 8 2006 1406
A/C 2/15
DISCIPLINARY COUNSEL
SUPREME COURT OF OHIO

Dr Dr

ODH # 23151

125000574
KEYBANK WA
SEATTLE WA 98101

KEYBANK
044

8

160107767 06-22-06 6797 02
600000000 50340112 000000000101
LPSI LDU KY

PROCESSED BY
PAYOR BANK
1200000000

TAB 7

Disciplinary Counsel
THE SUPREME COURT OF OHIO

DISCIPLINARY COUNSEL
JONATHAN E. COUGHLAN

FIRST ASSISTANT DISCIPLINARY COUNSEL
LORI J. BROWN

250 CIVIC CENTER DRIVE, SUITE 325
COLUMBUS, OHIO 43215-7411
(614) 461-0256
FAX (614) 461-7205
1-800-589-5256

ASSISTANT DISCIPLINARY COUNSEL
STACY SOLOCHEK BECKMAN
ROBERT R. BERGER
JOSEPH M. CALIGIURI
CAROL A. COSTA
AMY C. STONE

January 26, 2007

PERSONAL AND CONFIDENTIAL

John Stanley Wolanin, Esq.
5102 East Piedmont Road
Suite 2285
Phoenix, AZ 85044

Re: File No. A6-1406

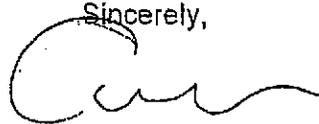
Dear Mr. Wolanin:

I am writing this letter to seek your assistance and input one final time prior to pursuing any formal action on our investigation of your conduct with regard to the grievance filed against you by Daniel Dechert.

Beginning in September 2006 I requested your IOLTA bank account records to determine whether or not you properly handled Mr. Dechert's settlement check. I have made these requests both by telephone and letter and you have failed to provide a complete response. As a result, I subpoenaed records from the insurer and the bank where your IOLTA is located. I have enclosed these records and they seem to indicate that while you cashed Mr. Dechert's check, it was not deposited into your IOLTA.

It appears that you may have co-mingled and/or converted funds belonging to Mr. Dechert. If you wish to provide an alternative explanation for consideration by this office prior to our making a determination about how to proceed in this matter, please do so no later than February 9, 2007.

Sincerely,



Robert R. Berger
Assistant Disciplinary Counsel

LB

RRB:cjd
Enclosures

EXHIBIT

7

TAB 8

THE LAW OFFICE OF JOHN S. WOLANIN

THE KEY TOWER
127 PUBLIC SQUARE, SUITE 4110
CLEVELAND, OHIO 44114

John S. Wolanin, Esq.

(216) 348-0707
Fax (216) 348-0713

11/24/05

DEAR BETTY & BOB :

PLEASE EXCUSE THE DELAY. MY WIFE
BECAME VERY ILL AND BEDRIDDEN. CONSEQUENTLY I DID NOT HAVE THE
OPPORTUNITY TO SETTLE THE "EXPERT"
FEE ISSUE - HOWEVER, THE MATTER
WILL BE CLOSED BEFORE THE END
OF THE YEAR - PLEASE MY OFFICE TO CUT A
CHECK NO. 2107 IN THE AMOUNT OF
\$2,000.00. AFTER I SETTLE THE EXPERT
FEE ISSUE, I WILL REMIT THE BALANCE
(IF ANY) TO YOU AT ONCE. HAVE A
MERRY CHRISTMAS. VERY TRULY YOURS,

S. New Address Forward

P.O. Box 24489

LYNDHURST, OH 44124

Appendix Page 89

EXHIBIT

8



*First American
Title Insurance Company*

NATIONAL COMMERCIAL SERVICES

Fax Transmittal

ATTACHMENT A

DATE:

Thursday, October 18, 2007

TO:

Anne Butcher, Deputy Clerk

FROM:

John S. Wolanin, Esq.

COMPANY:

Supreme Court of Ohio
Beth Whitmore, Judge, Panel Chair

FAX:

602-685-7791

BUTCHERA@SCONET.STATE.OH.US

VIA EMAIL TRANSMISSION

PHONE:

602-685-7331

PHONE:

614-387-9370

PAGES (INCLUDING COVER):

1

PURSUANT TO TELEPHONIC CONFERENCE THIS MORNING WITH ANNE BUTCHER, DEPUTY CLERK, PLEASE NOTE THAT RESPONDENT'S NON-PARTICIPATION IN THE SEPTEMBER 27, 2007 CONFERENCE CALL WAS DUE TO GOOD CAUSE SHOWN IN THAT RESPONDENT WAITED FOR HIS CELLULAR PHONE TO RING WHICH IS MAINTAINED IN "440" OHIO AREA CODE. RESPONDENT CURRENTLY IS IN THE MOUNTAIN STANDARD TIME ZONE, THREE HOURS BEHIND EASTERN STANDARD TIME. RESPONDENT'S CELL PHONE NEVER RANG. WHEN RESPONDENT ATTEMPTED TO CHECK VOICE MAIL FOR HIS PHONE IT APPEARED THAT THE PHONE CALL WAS SWITCHING IMMEDIATELY TO VOICE MAIL THUS THWARTING THE AT&T OPERATOR'S ATTEMPT TO CONNECT THE CONFERENCE CALL. NO VOICE MAIL MESSAGE WAS LEFT BY ANYONE ATTEMPTING TO CONTACT RESPONDENT AT THAT TIME. RESPONDENT DOES NOT HAVE ANY OTHER REASON OR FACTS TO OFFER OTHER THAN THERE APPEARED TO BE A SWITCHING PROBLEM. AFTER WAITING APPROXIMATELY 45 MINUTES. RESPONDENT CONTACTED ANNE BUTCHER AND INQUIRED AS TO THE UNUSUAL CIRCUMSTANCES. RESPONDENT ALSO IMMEDIATELY CONTACTED ROBERT BERGER IN ORDER TO DISCUSS THE CONNECTION PROBLEM AND PROPOSED STIPULATIONS. CONSEQUENTLY, RESPONDENT RESPECTFULLY REQUESTS, THAT LEAVE BE GRANTED UNTIL NOVEMBER 5, 2007 IN ORDER TO FILE AN AMENDED ANSWER AND PROVIDE STIPULATIONS IN ORDER TO EXPEDITIOUSLY RESOLVE THE MATTER. RESPECTFULLY SUBMITTED. JOHN S. WOLANIN, ESQ. PRO SE (OH REG 0051970)

Appendix Page 90

4801 E. Washington Street, Phoenix, Arizona 85034

TEL 602-685-7331 • FAX 602-685-7791

www.firstamerican.com

JOHN S. WOLANIN, Esq.
16825 South Desert Foothills Parkway # 93235
Phoenix, Arizona 85070
(H) 480-272-9161
(M) 440-478-6127
j.wolanin@cox.net

February 29, 2008

Robert R. Berger, Esq.
ODC
250 Civic Center Drive, Ste. 250
Columbus, Ohio 43215-7411

Re: 07-031 and A7-2774

Dear Mr. Berger:

I underwent surgery to remove a large tumor from my left foot and in the interim have been bedridden with a painful surgical site and pain management regime as ordered by my orthopaedic surgeon. I enclose a copy of the surgical information.

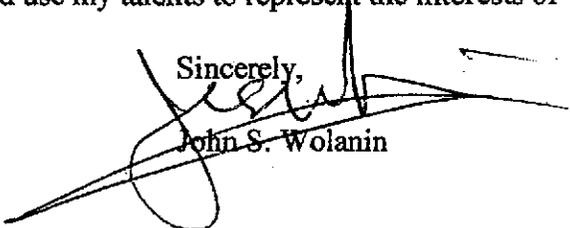
I have ordered the "Moorer" file from storage in Cleveland, Ohio and currently await its delivery. Consequently I am unable to analyze and respond to the allegations in Letter of Inquiry A7-2774. I request a thirty (30) day leave within to answer same.

Also, due to my convalescence I was unable to attend a telephone conference apparently occurring earlier today, Friday, February 29, 2008. I was asleep, resting. Due to my medical problems, I am experiencing a great deal of difficulty in managing these matters. Consequently, I wish to respectfully request that a new telephone conference time and date be established.

Furthermore, as we discussed you maintain no objection to my non-attendance of the hearing scheduled in late March. I simply will not be able to travel.

I respectfully request that the Board of Commissioners acknowledge the stipulations as submitted and issue a sanction they deem appropriate, taking into account the impact of my struggles with my health and recent career performance. I have no history of disciplinary history. Throughout my legal career I have always tried to act as a zealous advocate and as a responsible attorney to the thousands of clients I represented over fifteen (15) years of active practice. I accept my shortcomings and hope that in the future I will return healthier and continue to build and use my talents to represent the interests of consumers and working people. Thank you.

Sincerely,


John S. Wolanin

jsw/ew
Enc.

cc: Board of Commissioners ✓

TOCA

The Orthopedic Clinic Association, P.C.
SERVING THE VALLEY OF THE SUN SINCE 1949

SURGERY INFORMATION

02/14/2008

JOHN S. WOLANIN
PO BOX 93235
PHOENIX, AZ 85070

This letter is a confirmation of your surgery scheduled on: **02.22.2008**

The doctor performing your surgery is: Dr. Gustavo Armendariz

The facility where your surgery will be done is: Gateway Surgery Center

The surgery time is set for 7:30am. It will be necessary for you to be at the hospital by 6:30am to register.

A **pre-surgical** appointment has been made for you to see: Rick Olesinski, PA

DATE: 02.18.08 TIME: 2:00pm OFFICE:
2222 E. Highland Ave, Suite 300, Phoenix AZ 85016

A **post-operative** appointment has been made for you to see: Dr. Gustavo Armendariz

DATE: 03.03.08 TIME: 2:15pm OFFICE:
2222 E. Highland Ave, Suite 300, Phoenix AZ 85016

(Please note: that there may be occasion to change your scheduled time if the surgical schedule is altered as a result of unforeseen events, for example: emergency surgery, add-ons or cancellations)

If you have any further questions regarding your surgery, please feel free to call me at 602-512-8417. Thank you.

Sincerely,

Irene
Surgery Coordinator

CONFIDENTIAL

443081502 0019
 THE HONORABLE JUDGE BETH WHITMORE
 NORTH DISTRICT COURT OF APPEALS
 161 SOUTH HIGH STREET, STE 504
 OXLEY GOV'T OFFICE BUILDING
 AKRON, OH 44308



PHOENIX AZ 850
 01 MAR 2008 PM 9 T

WOLANIN
 16825 S-Decent Footballs Parkway
 #93235
 Phoenix, AZ 85070

ATTACHMENT C

JOHN S. WOLANIN, Esq.
16825 South Desert Foothills Parkway # 93235
Phoenix, Arizona 85070
(H) 480-272-9161
(M) 440-478-6127
j.wolanin@cox.net

February 29, 2008

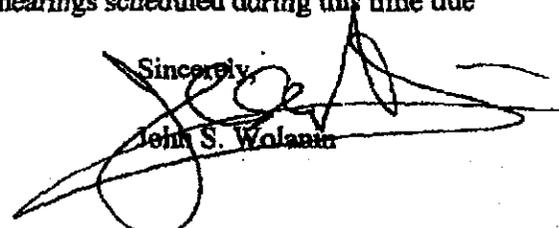
Robert R. Berger, Esq.
ODC
250 Civic Center Drive, Ste. 325
Columbus, Ohio 43215-7411

Re: 07-031 and A7-2774

Dear Mr. Berger:

Due to the fact that I will be out of the country for approximately three (3) months, visiting with my immediate family in Poland, I will be unable to attend any hearings during this time. I request a continuance of any hearings scheduled during this time due to the circumstances.

Sincerely,


John S. Wolanin

jsw/ew
Enc.
cc: Board of Commissioners

WOLANIN JOHN MR. 04JUN PHX ORD

ELECTRONIC TICKET PASSENGER ITINERARY RECEIPT

SKY TOURS SP. Z O. O.
PIOTRKOWSKA 49
90413 LODZ

DATE: 18 APRIL 2008
AGENT: 0708
NAME: WOLANIN

IATA : 632 64316
TELEPHONE: 004842 6301381

ISSUING AIRLINE : LOT POLISH AIRLINES
TICKET NUMBER : ETKT 080 5679242309-10
BOOKING REF : AMADEUS: ZTL9PV, AIRLINE: LO/HOLR3
FROM /TO FLIGHT CL DATE DEP FARE BASIS NVB NVA BAG ST

PHOENIX PHX LO 4484 T 04JUN 1335 TKXUTAN 04JUN 04JUN PC OK
TERMINAL:2 FLIGHT OPERATED BY: UNITED AIRLINES
CHICAGO ORD ARRIVAL TIME: 1856
TERMINAL:1

CHICAGO ORD LO 0008 T 04JUN 2140 TKXUTAN 04JUN 04JUN PC OK
TERMINAL:5 SEAT:33F ARRIVAL TIME: 1600
KRAKOW
TERMINAL:1

WARSAW LO 0001 T 31AUG 1210 TKWUTAN 31AUG 31AUG PC OK
TERMINAL:1
CHICAGO ORD SEAT:18C ARRIVAL TIME: 1515
TERMINAL:5

CHICAGO ORD LO 4481 T 31AUG 1700 TKWUTAN 31AUG 31AUG PC OK
TERMINAL:1 FLIGHT OPERATED BY: UNITED AIRLINES
PHOENIX PHX ARRIVAL TIME: 1846
TERMINAL:2

AT CHECK-IN, PLEASE SHOW A PICTURE IDENTIFICATION AND THE DOCUMENT YOU GAVE FOR REFERENCE AT RESERVATION TIME

EXCHANGE RATE : 2.1502
PAYMENT : CASH

FARE CALCULATION : PHX LO X/CHI LO KKK535.00/-WAW LO X/CHI LO
PHX550.00NUC1085.00END
ROE1.000000XT11.83YC33.12US33.12US10.76XA15.06XY16.1
3AY9.68XF ORDA.5

AIR FARE : USD ~~1005.00~~
EQUIV FARE PAID : PLN ~~2160.75~~
TAX : PLN ~~111.00~~
TOTAL : PLN ~~2271.75~~

WOLANIN/NINA MS(CHD/13AUG05)(04JUN PHX ORD

**ELECTRONIC TICKET
PASSENGER ITINERARY RECEIPT**

SKY TOURS SP. Z O. O.
PIOTRKOWSKA 49
90413 LODZ

DATE: 18 APRIL 2008
AGENT: 0708
NAME: WOLANIN/NINA MS(CHD/13AUG05) (

IATA : 632 64316
TELEPHONE: 004842 6301381

ISSUING AIRLINE : LOT POLISH AIRLINES
TICKET NUMBER : ETKT C80 5679242307-08
BOOKING REF : AMADEUS: ZTL9PV, AIRLINE: LO/HOLH3
FROM /TO FLIGHT CL DATE DEP FARE BASIS NVB NVA BAG ST

PHOENIX PHX LO 4484 T 04JUN 1335 TKXUTANCH 04JUN 04JUN PC OK
TERMINAL:2 FLIGHT OPERATED BY: UNITED AIRLINES
CHICAGO ORD ARRIVAL TIME: 1856
TERMINAL:1

CHICAGO ORD LO 0008 T 04JUN 2140 TKXUTANCH 04JUN 04JUN PC OK
TERMINAL:5 SEAT:33G ARRIVAL TIME: 1400
KRAKOW
TERMINAL:I

WARSAW LO 0001 T 31AUG 1210 TKWUTANCH 31AUG 31AUG PC OK
TERMINAL:I
CHICAGO ORD SEAT:18D ARRIVAL TIME: 1515
TERMINAL:5

CHICAGO ORD LO 4481 T 31AUG 1700 TKWUTANCH 31AUG 31AUG PC OK
TERMINAL:1 FLIGHT OPERATED BY: UNITED AIRLINES
PHOENIX PHX ARRIVAL TIME: 1846
TERMINAL:2

AT CHECK-IN, PLEASE SHOW A PICTURE IDENTIFICATION AND THE DOCUMENT YOU GAVE FOR REFERENCE AT RESERVATION TIME

EXCHANGE RATE : 2.1502
PAYMENT : CASH

FARE CALCULATION : PHX LO X/CHI LO KKK428.00/-WAW LO X/CHI LO
PHX440.00NUC868.00END
ROEL.000000XT11.83YC33.12US33.12US10.76XA15.06XY16.1
3AY9.68XF ORD4.5

AIR FARE : USD ~~2243.75~~
EQUIV FARE PAID : PLN ~~4827.00~~
TAX : PLN ~~2243.75~~ ~~50.00X~~ ~~122.70XT~~
TOTAL : PLN ~~2243.75~~