ORIGINAL

IN THE SUPREME COURT OF OHIO

Disciplinary Counsel,	:	**CASE NO. 2009-0465**
Relator,	:	
	:	
	:	
	:	**RELATOR'S OBJECTIONS TO THE BOARD OF COMMISSIONERS ON GRIEVANCES AND DISCIPLINE'S REPORT AND RECOMMENDATION**
John Thaddeus Willard.	:	
Respondent.	:	
	:	

RELATOR'S OBJECTIONS TO THE BOARD OF COMMISSIONERS' REPORT AND RECOMMENDATION

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SUPREME COURT OF OHIO

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IN THE SUPREME COURT OF OHIO

John Thaddeus Willard 6 South 2nd Street Suite 206, Key Bank Building Hamilton, OH 45011-2925 Attorney Registration No. 0002125 **Respondent,**	:	**CASE NO. 2009-0465**
Disciplinary Counsel 250 Civic Center Drive, Suite 325 Columbus, Ohio 43215-7411 **Relator.**	:	**RELATOR'S OBJECTIONS TO THE BOARD OF COMMISSIONERS' REPORT AND RECOMMENDATION**

RELATOR'S OBJECTIONS TO THE BOARD OF COMMISSIONERS' REPORT AND RECOMMENDATION

Now comes relator, Disciplinary Counsel, and hereby submits objections to the Findings of Fact, Conclusions of Law and Recommendation of the Board of Commissioners on Grievances and Discipline ("board") filed with the court on March 11, 2009.

A disciplinary complaint was filed against respondent John Thaddeus Willard on June 9, 2008. Respondent filed an amended answer on July 17, 2008. After a panel hearing on December 12, 2008, the panel found that respondent had committed misconduct relating to respondent's association with Foreclosure Alternatives and his representation of David and Annette Chandler.

Relator recommended that respondent be suspended for a period of one year, with six months stayed. Respondent requested a six-month suspension, all stayed. The hearing panel agreed with the relator that respondent violated four provisions of the Code of Professional Responsibility, but dismissed relator's allegation of a violation of DR 6-101(A)(2) and DR 7-101(A)(1) and recommended a one-year suspension, all stayed. The board adopted the hearing panel's report. (Report, pp. 10-13)

For the reasons set forth herein, relator objects to the board's dismissal of the violations of DR 6-101(A)(2) and DR 7-101(A)(1), and the recommended sanction.

FACTS

From the summer of 2004 until early 2007, respondent received referrals from a company called Foreclosure Alternatives to represent clients in pending foreclosure proceedings. (Stip. ¶1)

Foreclosure Alternatives is a company that solicits customers who are defendants in pending foreclosure proceedings and claims it can help the customers resolve a foreclosure proceeding by intervening and negotiating with the lender. (Stip. ¶3)

To obtain customers, Foreclosure Alternatives reviewed documents in various courts to determine the names of individuals who were defendants in foreclosure actions. Foreclosure Alternatives would then send a mailing advertising its services. (Stip. ¶4, 5)

If a potential customer contacted Foreclosure Alternatives, a non-attorney representative of the company would make arrangements to meet with the individual(s). Prior to this meetings, Foreclosure Alternatives would send the potential customer a packet of information, including a cover letter, a mediation agreement setting forth Foreclosure Alternatives' fees, and instructions that the customer was to deposit a sum of money into a savings account and provide the deposit slip to Foreclosure Alternatives each month in order to demonstrate a good faith ability to pay the lender. (Stip. ¶6-9)

The packet of information also contained a limited power of attorney which gave an unnamed attorney authority to take legal action on behalf of the customer. (Stip. ¶8)

The documents sent to potential customers by Foreclosure Alternatives advised that the company would negotiate with any lenders and that "if your mortgage company calls you, please kindly refer the calls to Foreclosure Alternatives." . . . "We are here to make this dreadful process go away." (Stip. ¶9)

Respondent handled at least 28 cases, if not more, which were referred to him by Foreclosure Alternatives between the summer of 2004 and January or February 2007. (Stip. ¶10)

Respondent's first involvement in a particular foreclosure case began with a fax or phone call from Foreclosure Alternatives. Respondent only became involved with a client after the initial contact was made by a non-attorney representative of Foreclosure Alternatives. (Stip. ¶11)

Foreclosure Alternatives would then fax respondent a copy of a customer's foreclosure complaint along with the limited power of attorney. Respondent would then either file an answer or a motion to strike. (Stip. ¶12, 13)

After respondent filed an answer, he would send a copy to the client and a letter stating "This is a response I filed on your response. I had a referral from Foreclosure Alternatives. If there are any other defenses you can think of, feel free to call me." (Stip. ¶14)

Respondent only discussed three or four cases with the clients out of the 28 cases referred to him by Foreclosure Alternatives. (Stip. ¶15)

Respondent has no idea what communications occurred between Foreclosure Alternatives and any of the clients. Respondent rarely became involved in negotiations with a client's creditor, as that task was left to non-attorney representatives of Foreclosure Alternatives. (Stip. ¶16, 17)

If respondent received a motion for summary judgment to which a client had no defense, he would notify Foreclosure Alternatives that the motion had been filed. He would then send a letter to the client stating "A motion for summary judgment was filed. I suggest that you consider a Chapter 13 bankruptcy or a bankruptcy." All communications regarding a summary judgment motion were communicated to the clients through a letter. (Stip. ¶18-20)

Respondent had no contracts or any written agreement between himself and any client referred by Foreclosure Alternatives, and received a fee of $150 per case, not from the client, but from Foreclosure Alternatives. (Stip. ¶21)

David and Annette Chandler were defendants in a foreclosure proceeding which was filed by Wells Fargo on May 26, 2006 in the Warren County Court of Common Pleas. The Chandlers were contacted by Foreclosure Alternatives through a mailing in which Foreclosure Alternatives offered to assist them in resolving their pending foreclosure. When the Chandlers received the mailing, they called the number listed and made arrangements to meet with a representative of Foreclosure Alternatives. (Stip. ¶23-25)

Prior to the meeting, Foreclosure Alternatives representative Lance Baker, (a non-attorney), sent the Chandlers a packet of information which included a cover letter, a mediation agreement, and an authorization form. (Stip. ¶26)

The cover letter advised the Chandlers that if "your mortgage company calls you, please kindly refer the calls to Foreclosure Alternatives." The letter stated "We are here to make this dreadful process go away" The letter requested the Chandlers send Foreclosure Alternatives copies of their summons/complaint and mortgage statement, and referred to a limited power of attorney which needed to be signed which gave "the attorney permission to file your answer on your behalf." (Stip. ¶27-29)

The mediation agreement set forth the fee Foreclosure Alternatives required for its services, which was the sum of $850 if paid in full, or an initial payment of $450 and a thirty day post-dated check for a total of $900. (Stip. ¶30)

On June 13, 2006 Mr. Chandler met with a representative of Foreclosure Alternatives. Mr. Chandler signed the mediation agreement which provided that the Chandlers employed Foreclosure Alternatives "to act as the client's agent in assisting the client with certain problems with the mortgage delinquency and/or foreclosure situations." It advised the Chandlers to put $1,000 per month into a savings account and send the deposit slips to Foreclosure Alternatives in order to assist with the negotiation process with the lender. The agreement also stated that when Foreclosure Alternatives "has negotiated a settlement with the lender, client agrees to deliver to the lender the agreed upon amount from their escrow account." (Stip. ¶31-34)

On June 19, 2006, Foreclosure Alternatives sent the Chandlers another letter thanking them for their business and stated that "we will be in contact with your lender letting them know our plan of action and requesting a reinstatement account. (Stip. ¶35)

On or about June 22, 2006, the Chandlers sent their first payment to Foreclosure Alternatives' fee in the amount of $450, and then sent another check dated September 14, 2006 for an additional $450. (Stip. ¶36)

On August 3, 2006 after the Chandlers sent in their initial fee payment, Foreclosure Alternatives sent them another letter, which stated that the "attorney has filed a plea and answered the complaint in your foreclosure case." The letter also stated that "now we need to begin negotiations with your lender." (Stip. ¶37-38)

Foreclosure Alternatives never advised the Chandlers the name of the attorney who would be handling their case. (Stip. ¶38)

No answer was ever filed on behalf of the Chandlers. (Stip. ¶39)

On August 8, 2006, Wells Fargo filed a motion for default judgment against the Chandlers, which was granted by the court on the same day. (Stip. ¶41-42)

On or about August 24, 2006, the Warren County Court of Common Pleas ordered a sheriff's sale of the Chandlers' home. (Stip. ¶43)

On or about October 7, 2006 respondent was first contacted by Foreclosure Alternatives regarding the Chandler matter. (Tr. p. 70)

On October 11, 2006, two months after the court entered the default judgment, respondent filed a motion to strike the Wells Fargo complaint. The motion was based on the claim that Wells Fargo was not the real party and interest in the foreclosure action. This motion was a boilerplate motion that respondent filed in numerous other foreclosure actions. (Stip. ¶44-46)

As of October 2006, the Chandlers had never met with the, spoken to, or received any advice from respondent. Foreclosure Alternatives never mentioned the name of any particular attorney who would assist the Chandlers. (Stip. ¶47, 48))

The Chandlers' home was sold through a sheriff's sale on October 23, 2006. (Stip. ¶49)

The Chandlers never paid respondent any fee, or signed any written contract for representation with him. Respondent received his fee of $150 through a check from Foreclosure Alternatives. (Stip. ¶50-51)

LAW AND ARGUMENT

Proposition of Law I

Respondent violated DR 6-101(A)(2) and DR 7-101(A)(1).

The panel and the board incorrectly found that there was not clear and convincing evidence that respondent violated DR 6-101(A)(2) (A lawyer shall not handle a legal matter

without adequate preparation) and DR 7-101(A)(1) (A lawyer shall not intentionally fail to seek a client's lawful objectives).

In September 2008, the court decided *Cincinnati Bar Assn. v. Mullaney*, 119 Ohio St.3d.412, 894 N.E.2d. 1210, 2008-Ohio-4541. That case is virtually identical to the case at bar and concerned the sanction for three lawyers who were affiliated with Foreclosure Solutions LLC, a company which purported to assist homeowners threatened with foreclosure in the same manner as Foreclosure Alternatives.

While relator disagrees with the sanctions imposed in *Mullaney* (a one-year stayed suspension, a public reprimand, and an injunction against an out of state attorney), the rationale used by the court with regard to the code violations is correct. The court found that the respondents in *Mullaney* failed to evaluate their clients' situations, and failed to develop a strategy to meet their individualized needs, and "stuck to Foreclosure Solutions' simple strategy to provide relief." The court noted:

> By not investigating and evaluating each client's debts and assets and other potential resources in order to assess the opportunities presented by existing law, respondents were inadequately prepared to represent their clients and failed to seek the clients' lawful objectives. We therefore find that respondents violated DR 6-101(A)(2) and DR 7-101(A)(1).

Id. at ¶27.

Respondent has stipulated that he violated DR 6-101(A)(2), and his own testimony supports a finding of a violation of that provision as well as DR 7-101(A)(1). From the time he was first contacted by Foreclosure Alternatives, respondent considered the Chandlers to be his clients. Respondent testified that he never talked to the Chandlers before taking any action on their behalf. Respondent had no idea of the Chandlers' other debts or assets. Respondent had no idea what the Chandlers' objectives were with respect to his representation. Respondent did not

negotiate with the Chandlers' creditor, instead leaving that task to Foreclosure Alternatives. (Tr. 38-42, 79-84)

The Chandlers never received any communications at all from respondent until they retained other counsel after their home had been sold in a foreclosure sale. They had no idea respondent even existed, and unfortunately assumed that their matter was being appropriately managed by Foreclosure Alternatives and an unknown attorney. The result was the Chandlers lost their home and did not even know that was to occur until they read the notice for a sheriff's sale in the newspaper. (Tr. p. 40)

Respondent clearly violated the most basic duties of an attorney in this case, DR 6-101(A)(2) and DR 7-101(A)(1), by not even communicating with his clients.

Proposition of Law II

Respondent's conduct warrants a one-year suspension with six months stayed.

Foreclosure Alternatives promised its customers it would make "the dreadful [foreclosure] process go away." Once paid, Foreclosure Alternatives promised to negotiate with creditors and to enlist the assistance of an attorney to file an answer to the foreclosure complaint. Respondent here completely failed his duties to his clients referred by Foreclosure Alternatives by not communicating with them, by filing boilerplate pleadings, and by not providing any independent legal advice or analysis of the clients' needs, instead, performing acts directed and desired by Foreclosure Alternatives.

The foregoing is clearly evident in the Chandler case. For whatever reason, Foreclosure Alternatives did not contact respondent until two months after a default judgment had been rendered in their foreclosure action. Respondent was fully aware at that time there was nothing he could do for the Chandlers and advised Foreclosure

Alternatives of this opinion. Knowing Foreclosure Alternatives' negligence and/or malfeasance, respondent nevertheless went on to file a motion to strike knowing it would be to no avail, because that is the action Foreclosure Alternatives wanted him to take. While he expressed his opinions to Foreclosure Alternatives, respondent never even called the Chandlers to advise them of his opinions and had no idea what they expected or desired him to do.

As their attorney, respondent was a fiduciary for the Chandlers and the other clients referred to him by Foreclosure Alternatives. He owed these clients competence, diligence, and loyalty. These duties necessitate the gathering of information and an independent analysis of the information in order to take appropriate action. Moreover, a lawyer should exert his best efforts to ensure that clients' decisions are made only after the client has been informed of relevant considerations. Restatement Third, The Law Governing Lawyers, §16, Comment b, e; E.C. 7-8. It is axiomatic that the practice of law includes legal advice and counsel. *Land Title Abstract & Trust Co. v. Dworken*, (1934) 129 Ohio St. 23, 193 N.E. 650. The fundamental principles of a lawyer's duty to his client-confidence, diligence, loyalty, advice and counsel are glaringly absent from respondent's conduct in this case. Respondent did nothing to help the Chandlers, though he was aware of their dire situation, and did not bother to speak to the vast majority of other clients he was referred from Foreclosure Alternatives. For these reasons, relator requests the court to review *Mullaney*, supra, in order that the appropriate sanction in this case is a one year suspension with six months stayed.

Mullaney is the only case in Ohio directly on point with respect to an attorney becoming involved with a "foreclosure help company." However, cases involving the marketing and sale of living trusts or estate planning are instructive on the issue of a sanction including an actual suspension.

In *Cincinnati Bar Assn. v. Kathman*, 92 Ohio St.3d. 92, 748 N.E.2d. 1091, 2001-Ohio-157, a licensed attorney was held to have aided in the unauthorized practice of law when he assisted non-attorneys in marketing and selling living trusts. He also practiced under a trade name, and shared fees with a non-lawyer.

In *Kathman,* a non-attorney representative of an estate preservation group contacted individuals interested in a living trust. The non-attorney assisted the individuals in filling out a financial workbook and obtained a check for a fee for the preparation of estate planning documents.

After receiving the completed workbook, Kathman telephoned the client and explained his role in this process. He advised the client of his entitlement to a fee and how the fee would be split between him and the company. Kathman would then direct the estate plan to prepare the living trust, and Kathman would only receive a summary of any changes made, not the final document prepared by the estate plan.

The *Kathman* court noted:

> Just as problems arise when non attorneys market and sell trusts, potential problems arise when attorneys aid non attorneys in the marketing and sale f these legal instruments. Whether an attorney works in-house or accepts referrals from a trust marketing company, the question of whether the client is receiving carefully considered, independent advice is present. <u>An attorney is required to act in the best interest of the attorney's clients</u>. When the attorney affiliates himself or herself with non attorneys who sell trusts, the attorney's interests are divided between working for or receiving referrals from the non-attorney and attempting to represent the non attorney's clients.

Id. at 1095. (Emphasis added)

Kathman did little more than "summarily approve" the product sold by the company.

> Unlike a salesperson the good lawyer's counsel is not directed to the sale of a product but to the best interest of the client. A lawyer's counseling is more than informing his client about the legal consequences of pursuing a

> particular objective that the client has already identified and chosen. Responsibilities to a client go beyond the preliminary clarification of his
>
> goals and include helping him make a deliberately wise choice among them.

Id.

The court ordered that Kathman receive a six-month suspension.

Kathman received an actual suspension, but he at least telephoned the client initially to explain his role in the process. The Supreme Court held that this communication was little more than to advise the clients that he was entitled to a fee, but even that is more communication than what occurred with the Chandlers and virtually all of the other clients referred to respondent by Foreclosure Alternatives.

In *Disciplinary Counsel v. Wheatley*, 107 Ohio St.3d. 224, 837 N.E. 2d.1188, 2005-Ohio-6266, the respondent also received a six month suspension. In that case, Wheatley had a business relationship with Sharp Estate Services (Sharp), a company that offered financial planning strategies involving the promotion of living trust agreements. Wheatley accepted referrals from Sharp and reviewed aspects of Sharp's sales efforts. He generally did not participate in a telephone initial interview with clients and never attended a personal meeting. If a customer was interested in a living trust and in retaining Wheatley, company representatives collected the customer's personal and financial information.

After completing an initial interview, Sharp representatives forwarded the customer's personal and financial information to Wheatley. He then thanked the client in writing and reviewed the data. He did not however, provide professional representation specific to the clients at the critical point when the clients decided whether to choose a living trust. Wheatley admitted that he had not spoken with every client that was referred to him by Sharp.

In *Columbus Bar Assn. v. Fishman*, 98 Ohio St.3d 172, 781 N.E.2d. 204, 2002-Ohio-

7086, the respondent was suspended for one year due to his affiliation with a company which sold living trusts. The court noted:

> To *counsel* a client, an attorney must advise only in accordance with the client's best interest and consequently, after independent analysis has revealed what those interests are. Thus, it is not enough for an attorney to look over the shoulders of non attorneys in a process for which clients are advised about and accede to a living trust. In that situation, the reviewing attorney enters their relationship too late- the non attorney has already processed information for the client about his or her affairs and has generated a legal solution of which the client is already convinced. (Citation omitted) Compound this scenario with the fact that the non attorney has a financial stake in the legal solution and there can be no real confidence in the attorney. The attorney's status as the client's personal, yet objective advocate has been sacrificed for the sake of the sale.

Id. at ¶14

In *Cincinnati Bar Assn. v. Heisler*, 113 Ohio St.3d 447, 866 N.E.2d. 490, 2007-Ohio-2338, the respondent received a six-month stayed suspension for his conduct while he was affiliated with a company that sold estate planning services and living trusts. However, the court distinguished respondent's conduct from that in *Kathman* and *Fishman* as follows:

> Neither respondent nor the lawyer in *Kramer* completely surrendered his independent professional judgment for the sake of sales, instead meeting personally with clients and at times dissuading them from buying living trusts when the sale was not in the client's best interest. Both attorney personally performed all the work for their customer clients. These exercises of independent judgment distinguish the conduct in this case in *Kramer* from the wrong-doing in *Kathman* (citation omitted) and *Fishman* (citation omitted) where the lawyers merely facilitated the sales process by having lay personnel fill in the blanks in boiler-plate forms made available by the marketing company.

Id. at ¶18.

Here, respondent did prepare his own legal documents- boilerplate answers or motions to strike, but only after being contacted by Foreclosure Alternatives. However, he did not exercise independent judgment and merely helped to facilitate the bold promises made to clients by Foreclosure Alternatives. The Chandlers received no advice, no counsel, and no independent

analysis from respondent about their case. They were simply another means by which respondent could obtain a quick $150.

Out of the minimum of 28 cases respondent was referred by Foreclosure Alternatives, he only discussed three or four cases with the actual clients. Respondent has no idea what communications occurred between any of the clients of Foreclosure Alternatives. Further, respondent rarely became involved in negotiating with a client's creditor as that task was left to non-attorney representatives of Foreclosure Alternatives. Respondent never contacted the Chandlers' either by phone or through correspondence and had no idea what their personal financial situation was or what they would like him to achieve.

CONCLUSION

A lawyer owes a special duty to a client because he is entrusted with important and sensitive matters, and the legal system requires diligent and devoted performance of that trust. Restatement Third, The Law Governing Lawyers, §17, Comment a.

One fundamental factor of an attorney's duty to a client is to counsel and give advice. Often that advice is unpleasant and not that which a client would like to hear. Nonetheless, an attorney has a duty, once undertaking representation, to provide an objective opinion of the situation. This cannot be done if the attorney never even speaks to the client.

The Chandlers were left completely in the dark, not only by Foreclosure Alternatives, but by respondent, who accepted their case and filed a pleading on their behalf all the while knowing there was nothing he could do to assist them. Respondent did not even bother to call the Chandlers to explain the situation as he had done with Foreclosure Alternatives. Thus, respondent assisted Foreclosure Alternatives in manufacturing the illusion that all was well with the Chandlers' case- exactly what they believed until they saw the notice for a sheriff's sale in the newspaper and retained other counsel.

The other clients respondent obtained from Foreclosure Alternatives had a right to know his objective opinion of their situation. However, respondent simply went through the motions by filing boilerplate pleadings in order to continue to receive referrals from Foreclosure Alternatives. Respondent did not pursue the best interests of the clients, and simply aided Foreclosure Alternatives in its quest to obtain more and more unwitting clientele.

Respondent abrogated his duties to his clients instead choosing to follow the directives of Foreclosure Alternatives without any concern as to the clients' needs or situations. This practice cannot be tolerated by the court and thus warrants a finding respondent violated DR 6-101(A)(2) and DR 7-101(A)(1), and that he should receive a one-year suspension with six months stayed.

Respectfully submitted,

Jonathan E. Coughlan (0026424)
Disciplinary Counsel

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing has been served upon the Board of Commissioners on Grievances and Discipline, c/o Jonathan W. Marshall, Esq., Secretary, 65 South Front Street, 5th Floor, Columbus, Ohio 43215-3431, and respondent's counsel Rick L. Weil, Esq., 525 Vine Street, Suite 1700, Cincinnati, OH 45202, via regular U.S. mail, postage prepaid, this 28th day of April, 2009.

Carol A. Costa (0046556)

RECEIVED

MAR 1 2 2009

DISCIPLINARY COUNSEL
SUPREME COURT OF OHIO

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

In Re:	:	
Complaint against	:	**Case No. 08-042**
John T. Willard **Attorney Reg. No. 0002125**	:	**Findings of Fact,** **Conclusions of Law and**
Respondent	:	**Recommendation of the** **Board of Commissioners on**
Disciplinary Counsel	:	**Grievances and Discipline of** **the Supreme Court of Ohio**
Relator	:	
	:	

INTRODUCTION AND PROCEDURAL HISTORY

1. This matter came for hearing on December 12, 2008, in Columbus, Ohio, upon a Complaint filed by Ohio Disciplinary Counsel, Relator, against John Thaddeus Willard, Attorney Registration No. 0002125.

2. Mr. Willard was admitted to practice in Ohio on October 19, 1966. His current registration status is Active. He has no prior disciplinary infractions.

3. Members of the Hearing panel were Jean M. McQuillan, Esq., Rocky River, William J. Novak, Esq., Cleveland, and Lynn B. Jacobs, Esq., Toledo, Ohio, Panel Chair.

4. Relator was represented by Assistant Disciplinary Counsel, Carol A. Costa, Esq. Respondent was represented by Rick L. Weil, Esq. of Cincinnati, Ohio.

5. Prior to the hearing, the parties entered into Stipulations regarding all of the Factual Findings (December 5, 2008) as well as all of the Exhibits.

Appendix A

6. Of the six violations of the Ohio Rules of Professional Responsibility alleged, one was stipulated to by the parties: DR 6-101(A)(2): A lawyer shall not handle a legal matter without preparation adequate in the circumstances.

7. The remaining alleged disciplinary violations were argued at the Hearing.

8. The parties did not stipulate a sanction to be imposed. Each party argued its proposed sanction at the Hearing.

9. Witnesses testifying at the Hearing included: (1) for Relator: David Chandler and the Respondent (on cross examination); (2) for Respondent: the Respondent only.

FINDINGS OF FACT

10. Foreclosure Alternatives is a non-attorney owned company that solicits customers who are defendants in pending foreclosure proceedings. It claims to help customers save their property from foreclosure by intervening and negotiating successfully with the lender. None of its employees is, to the Respondent's knowledge, licensed to practice law in any jurisdiction. Tr. 48

11. After reviewing dockets in various courts to find such defendants, Foreclosure Alternatives sends a mailing advertising its services to these persons.

12. If such defendants respond to the advertisement, a non-attorney employee of the company calls them to make arrangements for a personal meeting.

13. Prior to such meeting, Foreclosure Alternatives mails potential customers a packet of information including a mediation agreement setting forth fees and instructions for that customer to deposit a sum of money in their savings account and provide deposit slips to the company each month to demonstrate their ability to pay the lender.

14. The packet also contained a limited power of attorney which would give an unnamed attorney authority to take legal action through the company on behalf of the customer. The client has no choice in the lawyer's selection, nor does the mediation agreement or the limited power of attorney identify any particular lawyer to be hired for the client's case, nor does it specify to the client the amount to be paid the lawyer. Tr. 51

15. These documents advise the customer that Foreclosure Alternatives is "here to make this dreadful process go away." It is the client's understanding that the company will negotiate and resolve all foreclosure issues in his best interests.

16. Sometime before summer of 2004, Respondent received a telephone call from Ron Trester, of Foreclosure Alternatives, asking him if he was interested in a limited representation of clients solicited by Foreclosure Alternatives against whose property a complaint of foreclosure had already been filed. Respondent had experience in this area and, in fact, had represented Trester in his own home foreclosure action years before. Tr. 63-64 Respondent subsequently entered into an oral agreement for a limited representation of the company's customers. He was to be paid a set fee of $150 per case by Foreclosure Alternatives, which was to be paid to him upon receiving each company referral. Tr. 48-49

17. The extent of his limited power of attorney involved filing responsive pleadings. The company retained all authority to negotiate a settlement of each case with the clients' creditors, including especially the lender.

18. Respondent testified that he handled approximately 28 cases referred by Foreclosure Alternatives. He was not sure of the exact number because he never kept a permanent file for each client. Rather, he disposed of each file after completing his work on the case. Tr. 52

19. Upon receiving a referral, Respondent would receive a file-stamped copy of the customer's foreclosure complaint along with the limited power of attorney, which had been signed by the client and submitted as part of the client's contract with Foreclosure Alternatives.

20. Each customer signing up with Foreclosure Alternatives was to pay the company a total of $850 for its services, if paid in one lump sum. Otherwise, the customer was to pay two payments, within 30 days , of $450 each. The customer was not informed of the amount of the fee, if any, that was to be paid to the attorney assigned to handle his case through the limited power of attorney. Nor did the company disclosure the name of the attorney assigned to the client's case at any time during the relationship with the company. Tr. 22-23

21. Respondent knew that the company's agents negotiated with lenders on their clients' behalf. When assigned a client by the company, Respondent's protocol was to file an answer to the complaint, a copy of which he would mail to the client along with a cover letter stating: "This is a response I filed on your behalf. I had a referral from Foreclosure Alternatives. If there are any other defenses you can think of, feel free to contact me." In most of the cases in which Respondent exercised the limited power of attorney, the client would learn his identity by reading this cover letter.

22. Respondent testified that, of the 28 cases he handled, only a few clients ever contacted him to discuss the particulars of their cases. Tr. 58

23. Although generally aware of the company's ongoing negotiations on behalf of his clients, Respondent was not specifically informed of the progress of each case. He testified that he never directly negotiated a case with the client's creditor. If Respondent received a motion for summary judgment from the lender, to which a client had no defense, he would notify the company that the motion had been filed. In such cases, Respondent would notify the client by

letter that "A motion for summary judgment was filed. I suggest that you consider a Chapter 13 bankruptcy or a bankruptcy." He never preceded this letter with any personal communication with the client.

24. On May 26, 2008, Wells Fargo Bank, the Chandlers' lender, filed a complaint for foreclosure on the family home they had owned since 1989.

25. The Chandlers were solicited by mail by Foreclosure Alternatives. Offering to help them prevent their home from being foreclosed, the company listed a telephone number which David Chandler called.

26. Prior to meeting with Lance Baker, a company representative and non-attorney, the Chandlers received a packet of information containing a cover letter, a mediation agreement and a limited power of attorney form. The cover letter stated: "We are here to make this dreadful process go away." It also advised the Chandlers to refer all calls from their lender, Wells Fargo, to Foreclosure Alternatives.

27. The letter requested the Chandlers to mail the company a copy of their complaint and summons and asked them to sign the enclosed power of attorney which would "give your attorney (unnamed) permission to file an answer on your behalf." David Chandler testified that he did not recall signing this document but the Respondent had provided a copy of the June 13, 2006 signed power of attorney to the Relator . (Exhibit 2)

28. During a person-to-person meeting with the company representative on June 13, 2006, David Chandler signed the mediation agreement permitting Foreclosure Alternatives "to act as the client's agent in assisting the client with certain problems relating to the mortgage delinquency and/or foreclosure situations." (Exhibit 5)

29. The mediation agreement also specified a fee of $850, if paid in full, or two payments of $450 each to be paid within 30 days.

30. The agreement also advised the Chandlers to put $1000 per month into a savings account and to send the deposit slips to Foreclosure Associates to enable the company to negotiate in good faith with the lender. The Chandlers complied with this request.

31. The Chandlers wrote a check for $450 to Foreclosure Associates on June 22, 2006, after which the company sent them a letter advising them that "the attorney has filed a pleading and answered the complaint in your foreclosure case." (Exhibit 8) The company failed to identify the attorney.

32. In fact, the company did not refer the Chandlers' file to Respondent until October 7, 2006. Respondent testified that he did not follow his usual protocol with the Chandlers, because he was not notified by the company until after a default judgment had been entered by the court (August 8, 2006), and after the court had ordered the house to be sold (August 24, 2006). Respondent was first notified to represent the Chandlers on October 7, 2006, just weeks before the advertised sale on October 23, 2006. Tr. 69-70

33. Respondent testified that at this point he told the company it was too late to help the Chandlers. Nevertheless, he agreed to do "something" after being pressured by them. Tr. 67-68

34. Respondent testified that since time was of the essence, he opted not to "waste" any of it by contacting the Chandlers. Instead, he decided to file a motion to strike and, after a few days of failed attempts, finally contacted Wells Fargo, whose representative told him the sale was going forward on October 23, 2006.

35. Respondent testified that in October, 2006, he was also suffering from severe medical (bladder) problems which may have affected his ability to work efficiently. Tr. 67-68

36. The Chandlers learned of the imminent sale of their home by foreclosure through a newspaper notice only two weeks prior to the sale. When they contacted Foreclosure Alternatives to ask why it had not "made this dreadful process go away," the company said there was nothing more it could do.

37. The Chandlers were not notified that a motion to strike had been belatedly filed on their behalf , nor did they ever receive a copy of the filing which , if received, would have identified Respondent, as the drafter on their behalf.

38. The Chandlers' house was sold back to the lender at foreclosure on October 23, 2006. Shortly thereafter, they were forced to vacate their family home of 18 years.

39. Respondent had no contact with the Chandlers at any time, from the time of the filing of the foreclosure complaint through the actual foreclosure sale of their house.

40. Respondent testified that his $150 fee came from Foreclosure Alternatives . He never received any money from the Chandlers, nor had he signed any written agreement to represent them.

41. The Chandlers first learned of Respondent's existence and of his (belated) involvement in their foreclosure proceedings on or about December 2, 2006 when they wrote him that they had recently learned from examining court documents that Respondent "purported to represent us in that foreclosure action. We deny that we retained you to represent us." (Exhibit 9)

42. At that time, the Chandlers requested the Respondent to forward their file to Ted. L. Wills, Esq. who subsequently filed this grievance against Respondent as well as a civil suit against both Respondent and Foreclosure Alternatives.

43. In April 2007, Relator received a grievance against Respondent, filed by Ted L. Wills, Esq., on behalf of David and Annette Chandler.

CONCLUSIONS OF LAW

44. In the grievance complaint, Relator alleged that Respondent's conduct violates the Code of Professional Responsibility as follows:

(a) DR 2-103(C) Request a person or organization to recommend or promote the use of the lawyer's services;

(b) DR 3-101(A) Aid a non-lawyer in the unauthorized practice of law;

(c) DR 3-102(A) Share legal fees with a non-lawyer;

(d) DR 3-103(A) Form a partnership with a non-lawyer;

(e) DR 6-101(A)(2) Handle a legal matter without preparation adequate in the circumstances;

(f) DR 7-101(A)(1) Intentionally fail to seek the lawful objectives of his client.

45. The Panel found, by clear and convincing evidence, the following violations of the disciplinary rules, as follows:

a. DR 2-103(C) A lawyer shall not request a person or organization to recommend or promote the use of the lawyer's services: Since Foreclosure Alternatives was not a bona fide attorney referral service ,and, in fact, had no attorneys even working for the company, Respondent's oral agreement with the company created a promotion of his services to clients needing legal representation in pending foreclosure suits.

b. DR 3-101(A) A lawyer shall not aid a non-lawyer in the unauthorized practice of law: David Chandler testified that his contract with Foreclosure Alternatives included representation in court by an attorney. The Chandlers were never informed of the identity of this lawyer, either by Respondent or the company, in spite of the fact that Respondent undertook the representation and filed a pleading on their behalf. The

Supreme Court has "held that by advising debtors of their legal rights and the terms and conditions of settlement in negotiations to avoid pending foreclosure proceedings, laypersons engage in the unauthorized practice of law." *Cincinnati Bar Assn. v. Mullaney,* 119 Ohio St.3d 412, 2008-Ohio-4541 at ¶ 20, citing *Cincinnati Bar Assn. v. Telford* (1999), 85 Ohio St. 3d 111.

c. DR 3-102(A) A lawyer shall not share legal fees with a non-lawyer: The Chandlers as well as all of the other clients referred to Respondent by Foreclosure Alternatives paid a set fee ($850 or $900) directly to the company, which in turn paid Respondent a set fee of $150 for limited legal representation in these foreclosure cases. The clients not only did not pay the Respondent's fee directly; Chandler testified that he didn't even know how much, if anything, the company paid Respondent. [As stated above, Chandler did not even know Respondent's name despite having signed a limited power of attorney allowing the company to assign an attorney to represent him]. DR 3-102(A) prohibits lawyers from sharing legal fees with non-lawyers. By accepting a portion of the compensation that the customers paid Foreclosure Alternatives for legal services, Respondent shared legal fees with nonlawyers.

d. DR 3-103(A) A lawyer shall not form a partnership with a non-lawyer: In *Cincinnati Bar Assn. v. Mullaney*, a seasoned attorney, John S. Brookings, was found in violation of this rule because he "partnered with Foreclosure Solutions in representing debtors facing foreclosure." Id. at ¶ 22. In fact, the *Mullaney* case is analogous to this one, in that the company, Foreclosure Solutions, was a non-attorney business that also purported to help customers threatened with foreclosure and which also routinely obtained a limited power of attorney to hire an attorney of its choosing , for a flat fee. Moreover, the attorneys'

work consisted of similar boilerplate pleadings designed to delay giving Foreclosure Solutions time to negotiate deals. The client had no choice in the selection of the attorney and the company always negotiated directly with the customer, bypassing the attorney. By partnering with Foreclosure Alternatives similar to the Respondents in *Mullaney*, the panel found a violation of DR 3-103(A) here .

e. DR 7-101(A)(1) A lawyer shall not intentionally fail to seek the lawful objectives of his clients. Based on the testimony and evidence presented at Hearing, the Panel could not conclude, by clear and convincing evidence, that Respondent violated this rule. We therefore dismiss the violation of DR 7-101(A)(1).

f. DR 6-101(A)(2): A lawyer shall not handle a legal matter without preparation adequate in the circumstances: The parties stipulated to this violation. However, the testimony showed that there were no options for the Chandlers when Respondent was contacted and we have no evidence that in any other case there was anything else a "better prepared" attorney could have done. Lacking clear and convincing evidence, the Panel therefore dismisses this allegation, despite the fact that the parties stipulated to it.

AGGRAVATION AND MITIGATION

46. The guidelines governing Aggravation and Mitigation in attorney disciplinary cases are found in BCGD Proc. Reg. 10(B)(1) and (2), which list those discretionary factors which may be considered either in recommending a more or less severe sanction.

47. The parties have stipulated that Respondent has no prior disciplinary record and that Respondent has displayed a cooperative attitude during the disciplinary process.

48. The Panel also finds that the Respondent lacks a dishonest or selfish motive.

49. The Panel also accepts three letters attesting to the Respondent's character and reputation submitted to the Panel at the hearing.

50. By way of Aggravation, the parties have not submitted any stipulations and the Panel finds the following to be proved by clear and convincing evidence:

a. "vulnerability and resulting harm to victims of the misconduct." BCGD Proc. Reg. 10(B)(1)(h). The Chandlers were lay people who depended totally on an attorney who remained nameless to them throughout their relationship with Foreclosure Alternatives, [Tr. 93] despite having signed a limited power of attorney agreement. (Exhibit 2) Being laypeople, they assumed "an attorney" was looking out for their best interests. Because the Chandler property was entered by default judgment of the court on August 8, 2006 and Respondent was not notified by Foreclosure Alternatives until October 7, 2006, it would have been impossible for him to follow his usual protocol in responding to a foreclosure complaint.

However, despite the exigency of the matter, Respondent failed to contact his client of the delayed filing. The Chandlers actually read of their impending foreclosure in the newspaper notice which appeared just two weeks prior to the sale. Respondent testified that he "immediately" drafted a motion to strike on their behalf, which he filed on October 11, 2006. He finally did contact the attorney for the lender to delay the sale. It was too late. The home the Chandlers had owned and occupied for 18 years was foreclosed and sold back to the lender on October 23, 2006. Respondent failed to send a copy of his motion with a cover letter to the Chandlers, his clients. Respondent admitted to the Panel that he should have communicated with the Chandlers since they didn't even know that he ever existed as their legal representative. Tr. 92

51. The Panel finds that this aggravating factor outweighs the mitigating factors since Respondent's initial agreement with the company created many problems for him as an attorney with clients whom he had agreed to represent.

RECOMMENDED SANCTION

52. The parties did not stipulate to a recommended sanction.

53. At the hearing, Relator requested a one -year suspension, with six months stayed.

54. Respondent asked for a six- month suspension, all stayed.

55. The Panel finds that *Cincinnati Bar Assn. v. Mullaney,* supra, is almost identical to the present case. In *Mullaney*, the Court sanctioned the "experienced lawyer," Brookings (admitted to the Ohio bar in 1991) to a stayed one-year suspension. With the exception of the number of clients affected (2,000 in *Mullaney*, versus "only" 28 here), the facts of the two cases are analogous. In that case, three attorneys were sanctioned for involvement with a non-attorney foreclosure business which had advertised to foreclosure defendants a "way out." A pattern of misconduct existed in *Mullaney*, resulting in great harm to vulnerable clients who ultimately lost their homes anyway. Here, although the Chandlers' home for 18 years was taken from them, clear and convincing evidence was lacking to prove that their house could have been saved by the timely intervention of Respondent. On the other hand, there was adequate evidence that they were precluded from the opportunity to interact in a meaningful relationship with an attorney provided through their execution of a limited power of attorney to represent them in their foreclosure crisis. Whether or not such communication could have prevented hardship to the Chandlers was not proved by clear and convincing evidence.

56. In consideration of all relevant factors, including duties violated and sanctions imposed in similar cases such as *Stark Cty. Bar Assn. v. Buttacavoli*, 96 O.S.3d 424, 2002-Ohio-4743

(this was a 6 month, stayed suspension), this Panel recommends that the sanction imposed on the experienced attorney in *Mullaney*, is dispositive in the present case. The Panel recommends that Respondent be suspended from the practice of law in Ohio for a period of one year, all stayed.

BOARD RECOMMENDATION

Pursuant to Gov. Bar Rule V(6)(L), the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio considered this matter on February 13, 2009. The Board adopted the Findings of Fact, Conclusions of Law and Recommendation of the Panel and recommends that the Respondent, John T. Willard, be suspended from the practice of law for a period of one year with the entire one year stayed. The Board further recommends that the cost of these proceedings be taxed to the Respondent in any disciplinary order entered, so that execution may issue.

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

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

FILED

DEC 05 2008

BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE

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

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AGREED STIPULATIONS

AGREED STIPULATIONS

Relator, Disciplinary Counsel, and respondent, John Thaddeus Willard, do hereby stipulate to the admission of the following facts and exhibits, and to violations of the Code of Professional Responsibility.

STIPULATED FACTS

1. Respondent, John Thaddeus Willard, was admitted to the practice of law in the state of Ohio on October 19, 1966, and is thus subject to the Code of Professional Responsibility, The Ohio Rules of Professional Conduct, and The Supreme Court Rules for the Government of the Bar of Ohio.

2. Beginning in the summer of 2004 until early 2007, respondent received referrals from a company called Foreclosure Alternatives to represent clients in pending foreclosure proceedings.

3. Foreclosure Alternatives is a company that solicits customers who are defendants in pending foreclosure proceedings and claims that it can help the customers resolve a foreclosure proceeding by intervening and negotiating with the lender.

4. Foreclosure Alternatives reviewed the dockets in various courts to determine the names of individuals who were defendants in foreclosure actions.

5. Upon obtaining the names of the defendants in foreclosure actions, Foreclosure Alternatives would send them a mailing advertising its services.

6. If a potential customer contacted Foreclosure Alternatives, a non-attorney representative of the company would make arrangements to meet with the individual(s).

7. Prior to a meeting, Foreclosure Alternatives would send the potential customers a packet of information including a cover letter, a mediation agreement setting forth Foreclosure Alternatives' fees, and instructions that the customer was to deposit a sum of money into a savings account and provide the deposit slip to Foreclosure Alternatives each month in order to demonstrate a good faith ability to pay the lender.

8. The packet of information also contained a limited power of attorney which gave an attorney (no name was mentioned) authority to take legal action on behalf of the customer.

9. The documents which were sent to potential customers by Foreclosure Alternatives advised that it would negotiate with any lenders and that "If your mortgage company calls you, please kindly refer the calls to Foreclosure Alternatives." . . . "We are here to make this dreadful process go away."

10. Respondent handled at least 28 cases which were referred by Foreclosure Alternatives between the summer of 2004 and January or February of 2007.

11. Respondent's first involvement in a particular foreclosure case began with a fax or a phone call from Foreclosure Alternatives. Respondent only became involved with a client after the initial contact by Foreclosure Alternatives.

12. Foreclosure Alternatives would fax respondent a copy of a customer's foreclosure complaint along with a limited power of attorney.

13. Respondent would then either file an answer or a motion to strike.

14. When respondent filed an answer, he would send a copy to the client, along with a letter stating "This is a response I filed on your behalf. I had a referral from Foreclosure Alternatives. If there are any other defenses you can think of, feel free to call me."

15. Respondent only discussed three or four cases with the actual clients out of all of the cases he was referred by Foreclosure Alternatives.

16. Respondent has no idea what communications occurred between any of the clients and Foreclosure Alternatives.

17. Respondent rarely became involved with negotiating with a client's creditor and that task was left to representatives of Foreclosure Alternatives.

18. If respondent received a motion for summary judgment to which a client had no defense, he would notify Foreclosure Alternatives that the motion had been filed.

19. Respondent would then send a letter to the client stating "A motion for summary judgment was filed. I suggest that you consider a Chapter 13 bankruptcy or a bankruptcy."

20. All communications regarding a summary judgment motion were communicated to the clients by letter.

21. Respondent had no contracts or any type of written agreement between himself and any client referred by Foreclosure Alternatives, and received a fee of $150 per case, not from the client, but from Foreclosure Alternatives.

22. In April, 2007, relator received a grievance against respondent filed by Attorney Ted L. Wills, who represents David and Annette Chandler.

23. The Chandlers were defendants in a foreclosure proceeding which was filed by Wells Fargo on May 26, 2006 in the Warren County Court of Common Pleas.

24. The Chandlers were contacted by Foreclosure Alternatives through a mailing in which Foreclosure Alternatives offered to assist them in resolving their pending foreclosure.

25. When the Chandlers received Foreclosure Alternatives' mailing, they called the number listed, and made arrangements to meet with a representative of Foreclosure Alternatives.

26. Prior to the meeting, Foreclosure Alternatives representative Lance Baker (a non-attorney) sent the Chandlers a packet of information which included a cover letter, a mediation agreement, and an authorization form.

27. The cover letter advised the Chandlers that if "your mortgage company calls you, please kindly refer the calls to Foreclosure Alternatives."

28. The cover letter stated "we are here to make this dreadful process go away."

29. The cover letter requested the Chandlers to send Foreclosure Alternatives copies of their summons/complaint and mortgage statement, and referred to a limited power

of attorney which needed to be signed which gave "the attorney permission to file your answer on your behalf." (The Chandlers do not recall signing the limited power of attorney, but respondent provided realtor with a copy signed by Mr. Chandler).

30. The mediation agreement set forth the fee Foreclosure Alternatives required for its services. The fee was the sum of $850 if paid in full, or an initial payment of $450 with a 30-day post-dated check of $450 for a total of $900.

31. On June 13, 2006, Mr. Chandler met with a representative of Foreclosure Alternatives.

32. Mr. Chandler signed the mediation agreement which provided that the Chandlers employed Foreclosure Alternatives "to act as the client's agent in assisting the client with certain problems relating to the mortgage delinquency and/or foreclosure situations."

33. The mediation agreement advised the Chandlers to put $1,000 per month into a savings account and send deposit slips to Foreclosure Alternatives, as the deposit slips would assist Foreclosure Alternatives with the negotiation process with the lender.

34. The mediation agreement stated that when Foreclosure Alternatives "has negotiated a settlement with the lender, client agrees to deliver to the lender the agreed upon amount from their escrow account."

35. On June 19, 2006, Foreclosure Alternatives sent the Chandlers another letter thanking them for their business and stated that "we will be in contact with your lender letting them know our plan of action and requesting a reinstatement account."

36. On or about June 22, 2006, the Chandlers sent their first payment for Foreclosure Alternatives' fee in the amount of $450, and then sent another check dated September 14, 2006 for an additional $450.

37. On August 3, 2006, after the Chandlers sent in their initial fee payment, Foreclosure Alternatives sent them another letter, which stated that the "attorney has filed plea and answered the complaint in your foreclosure case."

38. The letter stated that "now we need to begin negotiations with your lender."

39. Foreclosure Alternatives never advised the Chandlers the name of the attorney who would be handling their foreclosure case.

40. No answer was ever filed on behalf of the Chandlers.

41. On August 8, 2006, Wells Fargo filed a motion for default judgment against the Chandlers.

42. On August 8, 2006, the court granted Wells Fargo's motion for default judgment.

43. On or about August 24, 2006, the Warren County Court of Common Pleas ordered a sheriff's sale of the Chandlers' home.

44. On October 11, 2006, two months after the court entered the default judgment, respondent filed a motion to strike the Wells Fargo complaint.

45. Respondent's motion to strike was based on the claim that Wells Fargo was not the real party in interest in the foreclosure action.

46. The motion to strike filed by respondent in the Chandler case was a boilerplate motion that respondent filed in numerous other foreclosure actions.

47. As of October 2006, the Chandlers had never met with, spoken to, or received advice from respondent.

48. As of October 2006, Foreclosure Alternatives never mentioned the name of any particular attorney who would assist the Chandlers.

49. The Chandlers' home was sold through a sheriff's sale on October 23, 2006.

50. The Chandlers never paid respondent any fee, or signed any written contract for representation with him.

51. Respondent received the fee of $150 for his services through a check from Foreclosure Alternatives.

52. The parties stipulate that respondent's conduct was a violation of DR 6-101(A)(2)(A lawyer shall not handle a legal matter without preparation adequate in the circumstances). Respondent does not stipulate to any other violations alleged in the formal complaint.

MITIGATION

53. Respondent has no prior disciplinary record.

54. Respondent has displayed a cooperative attitude during the proceedings.

STIPULATED EXHIBITS

The parties stipulate as to the authenticity and admissibility of exhibits 1 through 16.

1. Respondent's deposition
2. Limited Power of Attorney
3. Respondent's response to grievance
4. Foreclosure Alternatives Cover Letter and Packet
5. Mediation Agreement
6. Foreclosure Alternatives, 6/19/06, Letter
7. Checks: 6/22/06 and 9/14/06

8. Foreclosure Alternatives, 8/3/06, Letter

9. Chandler, 12/2/06, Letter

10. *Wells Fargo v. Chandler*, Docket Sheet

11. *Wells Fargo v. Chandler*, Complaint for Foreclosure

12. *Wells Fargo v. Chandler*, Motion for Default Judgment

13. *Wells Fargo v. Chandler*, Order for Sale

14. *Wells Fargo v. Chandler*, The Western Star, Affidavit of Publication

15. *Wells Fargo v. Chandler*, Motion to Strike

16. *Wells Fargo v. Chandler*, Notice of Sale

CONCLUSION

The above are stipulated to and entered into by agreement by the undersigned parties on this 5th day of December, 2008.

Jonathan E. Coughlan (by LB)
Jonathan E. Coughlan (0026424) (0040142)
Disciplinary Counsel

Per telephone approval on 12-4-08
Rick L. Weil (0069431)
Counsel for Respondent

Carol A. Costa (0046556)
Assistant Disciplinary Counsel
Counsel for Relator

Per telephone approval on 12-4-08
John Thaddeus Willard (0002125)
Respondent