

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

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| In Re: | : | |
| Complaint against | : | Case No. 08-018 |
| William Matthew Crosby Attorney Reg. 0002451 | : | Findings of Fact, Conclusions of Law and Recommendation of the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio |
| Respondent | : | |
| Disciplinary Counsel | : | |
| Relator | : | |

This matter came on for hearing on December 8, 2008, before David E. Tschantz, Nancy D. Moore and Walter Reynolds, Esq., Panel Chair. None of the panel members resides in the appellate district from which this matter arose or served as members of the probable cause panel in this case.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Prior to the hearing, Relator and Respondent entered into stipulations ("Stipulations") a copy of which is attached hereto as Exhibit A. Respondent was admitted to the practice of law in November 1982.
2. On April 14, 2008, a complaint was filed against Respondent and he filed his answer on May 27, 2008.
3. The complaint contained three (3) counts alleging professional misconduct. Regarding Count 1, Respondent allegedly used his IOLTA as if it were his personal bank account and/or his law office operating account.

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| <p>FILED</p> <p>JUN 26 2009</p> <p>CLERK OF COURT SUPREME COURT OF OHIO</p> |
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4. The misconduct charged in Count 1 allegedly violated the following:
 - a. DR 1-102(A)(6) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
 - b. DR 9-102(A) – [all funds of clients paid to a lawyer shall be deposited in one or more identifiable bank accounts and no funds belonging to the lawyer or law firm shall be deposited therein];
 - c. Rule 8.4(h) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law]; and
 - d. Rule 1.15(a) – [a lawyer shall hold property of clients separate from the lawyer's own property].

5. In Count II, Respondent allegedly failed to properly maintain and safeguard his IOLTA account. The misconduct charged gave rise to the following alleged violations:
 - a. DR 1-102(A)(5) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
 - b. DR 1-102(A)(6) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
 - c. DR 9-102(B)(3) – [a lawyer shall maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer];
 - d. Rule 8.4(d) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
 - e. Rule 8.4(h) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
 - f. Rule 1.15(a) – [a lawyer shall hold property of clients separate from the lawyer's own property];
 - g. Rule 1.15(a)(3) – [a lawyer shall maintain a record of each IOLTA bank account];
 - h. Rule 5.3(b) – [a lawyer shall take reasonable efforts to ensure that a nonlawyer's conduct is compatible with the professional obligations of the lawyer].

6. In Count III, Respondent allegedly failed, on repeated occasions, to promptly withdraw from his IOLTA account earned fees. The misconduct charged gave rise to the following alleged violations.

- a. DR 1-102(A)(5) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
- b. DR 1-102(A)(6) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
- c. DR 9-102(A) – [all funds of clients paid to a lawyer shall be deposited in one or more identifiable bank accounts and no funds belonging to the lawyer or law firm shall be deposited therein];
- d. DR 9-102(B)(3) – [a lawyer shall maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer];
- e. Rule 8.4(d) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
- f. Rule 8.4(h) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
- g. Rule 1.15(a) – [a lawyer shall hold property of clients separate from the lawyer's own property];
- h. Rule 1.15(a)(2) – [a lawyer shall maintain a record for each client on whose behalf funds are held]; and
- i. Rule 1.15(a)(3) – [a lawyer shall maintain a record for each IOLTA bank account].

7. Although Respondent's answer admitted many of the facts supporting the violations alleged in the Relator's complaint, Respondent denied that these admitted facts supported the charged violations.

8. During 2005 and 2006, Respondent practiced law as Crosby Law Offices, LLC. Around December 2006, Respondent ceased practicing as Crosby Law Offices, LLC. and accepted a position as counsel for Elizabeth A. Crosby & Associates. (Stip. ¶2 and 3)

9. During 2005 and 2006, Respondent was a solo practitioner and practiced law primarily in the areas of worker's compensation, personal injury and tort.

10. Between 2004 and 2006, Respondent hired Carol Mazanec as a secretary. At the hearing, Respondent contended that Mazanec was not an employee, but rather an independent contractor. Mazanec testified that she was not a W-2 employee, but did not receive a 1099 tax form for income paid to her by Respondent. Regardless of whether Mazanec was an employee or an independent contractor, she was Respondent's agent and was subject to his supervision.

11. In 2005 and 2006, Respondent maintained two bank accounts at KeyBank to manage law firm funds. Respondent maintained an IOLTA bank account under the name of The Crosby Law Offices, LLC. Respondent also maintained an operating account under the name of The Crosby-Dodge Law Group, LLC.

12. On July 7, 1999, Respondent's IOLTA was opened. On July 16, 2004, Respondent amended the signature card at KeyBank to add Mazanec as having signature authority on the IOLTA.

13. There was no dispute that Respondent delegated IOLTA check writing authority to Mazanec. Respondent admitted that he relied on Mazanec to manage his IOLTA and operating accounts and she wrote and/or signed most of the IOLTA checks. (Stip. ¶ 9 and 10)

COUNT I – ALLEGED USE OF IOLTA AS A PERSONAL AND OPERATING ACCOUNT

14. From at least January 1, 2006 through May 31, 2007, Respondent used his IOLTA as if it were his personal bank account and/or his law office operating account. The testimony and exhibits admitted at the hearing confirmed numerous examples of this misconduct:

- (a) In 2006 and 2007, Respondent and/or Mazanec wrote and negotiated approximately 13 checks from the IOLTA payable to Respondent totaling \$27,755. (Stip. 11(a))

- (b) In 2006 and 2007, Respondent and/or Mazanec wrote approximately 8 checks payable to Respondent's spouse, Elizabeth Crosby, totaling \$142,823.48. (Stip. 11(b)). At the hearing, Mazanec testified that the checks written to Mrs. Crosby were used to pay household and personal expenses. (Tr. 116)
- (c) In 2006 and 2007, Respondent and/or Mazanec wrote approximately 20 checks payable to Mazanec totaling \$57,713. (Stip. 11(f)). Apparently, Mazanec did not receive a regular paycheck. When funds were available, Mazanec was paid a lump sum from the IOLTA as compensation. Mazanec testified that all checks to her from the IOLTA represented wages and bonuses.
- (d) On 18 occasions in 2006 and 2007, Respondent paid monthly Verizon and/or Ameritech/AT&T telephone bills through automatic payment withdrawals taken directly from his IOLTA. These payments totaled \$4,436.81. (Stip. 11(c)). Mazanec testified that she set up the automatic withdrawals relationship with the various vendors, and that the arrangements were made with Respondent's authorization.
- (e) In 2006 and 2007, Respondent and Mazanec wrote approximately 68 checks from the IOLTA account payable to cash totaling over \$88,000. (Stip. 11(d)). Mazanec testified that all monies received from a check payable to "cash" was delivered to Respondent. She testified that she never kept any cash. (Tr. 101-102)
- (f) In 2006 and 2007, Respondent and/or Mazanec wrote approximately 16 checks for a total of \$5,407.09 to pay personal and/or law firm bills owed to Dominion East Ohio Gas, Topetto's Pizza, Home Depot, Plant Crafters, CVS, Wyatt Tractor, Brook's Brothers, Web Office Solutions, and Cort Furniture Rental. (Stip. 11(e)).
- (g) Mazanec testified that she used the law office Home Depot account to purchase personal items and that Respondent was aware of her activities. Mazanec also testified that she wrote IOLTA checks to CVS to obtain personal prescriptions because she did not have insurance. (Tr. 87)

15. From January 1, 2006 through May 31, 2007, Respondent's IOLTA account incurred overdraft fees of \$118.50. (Stip. 12)

16. Respondent contends that he did not violate any Disciplinary Rules and that prior to the enactment of the Ohio Rules of Professional Conduct effective on February 1, 2007, he

had ceased all activities in the IOLTA. Respondent's counsel contends that Respondent maintained his IOLTA in an unorthodox manner, but not in an unethical manner.

17. Respondent's defense to the charges relies on his practice of immediately paying client settlement funds from the IOLTA to his clients. Thus, Respondent argues that when he or Mazanec wrote checks for personal use or business activities, all of the funds remaining in the IOLTA must have belonged to Respondent.

18. Respondent also argued that there was no evidence that any client failed to receive monies due and owing.

19. In considering the alleged violations and Respondent's defenses thereto, the Panel reviewed *Disciplinary Counsel v. Wise*, 108 Ohio St.3d 381, 2006-Ohio-1194, *Disciplinary Counsel v. Vogtsberger*, 119 Ohio St.3d 458, 2008-Ohio-4571, and *Disciplinary Counsel v. Morgan*, 114 Ohio St.3d 179, 2007-Ohio-3604.

20. In *Wise* the Supreme Court affirmed the Board's finding that Wise violated DR 1-102(A)(5), DR 1-102(A)(6), DR 9-102(A) and DR 9-102(B)(3) where he paid personal obligations and funded personal accounts from money in his "Interest On Lawyers' Trust Account" (IOLTA). Wise admitted that he treated his IOLTA account as though it were just a regular office account, but denied that there were ever any client funds in the account.

21. In *Morgan*, the Supreme Court found a violation of DR 9-102(A) and DR 1-102(A) based on commingling of funds where Morgan used his IOLTA for purposes other than safekeeping client-entrusted funds. The Court pointed out that under DR 9-102(A), a client trust account may contain only funds belonging to clients excluding (1) advances for costs or expenses, (2) funds over which a dispute exists, and (3) funds reasonably sufficient to pay bank charges.

22. In *Vogtsberger*, the Supreme Court found a violation of DR 1-102(A)(4), DR 1-102(A)(5), DR 1-102(A)(6), DR 9-102(A) and DR 9-102(B) where Vogtsberger used his trust account as a “safe haven” for his money to avoid his personal financial responsibilities.

23. With respect to Count I, based on the foregoing, and the Stipulations by the parties, the Panel finds by clear and convincing evidence that Respondent violated the following:

- a. DR 1-102(A)(6) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
- b. DR 9-102(A) – [all funds of clients paid to a lawyer shall be deposited in one or more identifiable bank accounts and no funds belonging to the lawyer or law firm shall be deposited therein];
- c. Rule 8.4(h) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law]; and
- d. Rule 1.15(a) – [a lawyer shall hold property of clients separate from the lawyer’s own property].

COUNT II – FAILURE TO PROPERLY MAINTAIN AND SAFEGUARD IOLTA

24. During the hearing, the testimony of Respondent and Mazanec basically confirmed that Respondent delegated responsibility for the IOLTA to Mazanec with little or no supervision, oversight or training.

25. Mazanec testified that she received no supervision from Respondent regarding the IOLTA; had no training regarding the IOLTA or the operating account; the IOLTA was not reconciled; and, that no monthly reconciliation was performed on the IOLTA. (Tr. 82)

26. Respondent testified that he had his accountant, Steve Newman train Mazanec regarding how to perform a monthly reconciliation of the IOLTA account. (Tr. 44) However, Mazanec testified that Respondent did not bring an accountant into the office to train her in the proper use of the IOLTA account. Respondent failed to call Mr. Newman as a witness to testify on this issue. The Panel accepted Mazanec’s testimony as being more credible.

27. At the hearing, Respondent admitted that the IOLTA account was mismanaged and that he failed to supervise Mazanec. Respondent also testified several times that he ratified everything Mazanec did. The Panel was alarmed by Respondent's ratification especially with respect to the check from Mazanec's boyfriend, Chris Lancsa. Mr. Lancsa issued a check payable to Mazanec and the check was deposited into and negotiated through Respondent's IOLTA. Respondent offered no evidence that Mr. Lancsa was a client or that the funds deposited into the IOLTA were actually trust funds.

28. At the hearing, Respondent testified that sometimes he asked Mazanec for checks written on the operation account, but that she would mistakenly complete checks written on the trust account and he would sign the checks without appreciating the error. For example, Respondent testified that he inadvertently signed a trust check payable to Brook's Brothers and another payable to Wyatt Tractor. (Tr. 139-141) The Panel does not find Respondent's representations credible. Rather, the Panel finds that Respondent willfully and knowingly made the conscious decision to use his trust account as if it were his operation account. By so doing, he was able to avoid collection actions by his creditors, including the tax authorities.

29. Respondent testified that he was not fully aware of the activities of Mazanec regarding checks written to CVS and Home Depot totalling \$1,323.40. These payments were made by Mazanec for her personal bills.

30. Respondent's lack of awareness about multiple IOLTA transactions, failure to properly monitor his IOLTA, and failure to properly train and supervise Mazanec's use of the IOLTA violated Ohio's ethical rules.

31. Based upon the foregoing, including the Stipulations, the Panel finds by clear and convincing evidence that Respondent's conduct alleged in Count II violated the following:

- a. DR 1-102(A)(5) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
- b. DR 1-102(A)(6) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
- c. DR 9-102(B)(3) – [a lawyer shall maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer];
- d. Rule 8.4(d) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
- e. Rule 8.4(h) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
- f. Rule 1.15(a) – [a lawyer shall hold property of clients separate from the lawyer’s own property];
- g. Rule 1.15(a)(3) – [a lawyer shall maintain a record of each IOLTA bank account];
- h. Rule 5.3(b) – [a lawyer shall take reasonable efforts to ensure that a nonlawyers conduct is compatible with the professional obligations of the lawyer].

COUNT III – FAILURE TO PROMPTLY WITHDRAW EARNED FEES

32. In 2006, Respondent settled five contingency fee cases as follows:

- (a) April 2006, a case was settled for \$500,000
- (b) June 2006, a case was settled for \$12,000
- (c) September 2006, a case was settled for \$25,000
- (d) November 2006, a case was settled for \$425,000
- (e) December 2006, a case was settled for \$150,000

33. In each of these cases, Respondent entered into a written contingency fee agreement with his clients.

34. Respondent completed a closing statement for each client that indicated the total amount of the settlement, expenses and attorney fees to be paid out of the settlement and the amount of the settlement that each client would receive.

35. In each of these instances, Respondent promptly paid each client their share of the settlement.

36. However, Respondent failed to promptly withdraw from his IOLTA the attorney fee to which he was entitled.

37. Instead, Respondent withdrew his fee in multiple checks over several weeks or months in amounts ranging from a few dollars to thousands of dollars. (Stip. ¶17) Additionally, these checks were made payable to cash, Mazanec, Respondent's wife, and various other parties to whom Respondent owed a debt.

38. At his deposition, Respondent testified that he did not immediately remove all of his earned attorney fees from his IOLTA because he preferred to maintain a "cushion" of extra funds in his IOLTA in case of a later unexpected expense related to a case.

39. Respondent further testified that he did not maintain a written record or tally of this "cushion" of earned fees maintained in his IOLTA. Instead, Respondent testified that he kept track of the running total of what he was owed in his "head." (Tr. 56)

40. As a result of the conduct detailed above, Respondent commingled client and personal funds in his Key Bank IOLTA and failed to maintain an appropriate accounting of client funds deposited into the account.

41. By paying his own creditors and other parties directly out of his IOLTA, Respondent avoided creating a paper trail by which state and federal tax authorities could determine Respondent's taxable income.

42. With respect to Count III, the Panel finds by clear and convincing evidence the following violations:

- a. DR 1-102(A)(5) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
- b. DR 1-102(A)(6) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
- c. DR 9-102(A) – [all funds of clients paid to a lawyer shall be deposited in one or more identifiable bank accounts and no funds belonging to the lawyer or law firm shall be deposited therein];
- d. DR 9-102(B)(3) – [a lawyer shall maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer];
- e. Rule 8.4(d) – [a lawyer shall not engage in conduct that is prejudicial to the administration of justice];
- f. Rule 8.4(h) – [a lawyer shall not engage in conduct that adversely reflects upon his fitness to practice law];
- g. Rule 1.15(a) – [a lawyer shall hold property of clients separate from the lawyer’s own property];
- h. Rule 1.15(a)(2) – [a lawyer shall maintain a record for each client on whose behalf funds are held]; and
- i. Rule 1.15(a)(3) – [a lawyer shall maintain a record for each IOLTA bank account].

AGGRAVATION AND MITIGATION

43. In aggravation, the Panel finds that Respondent’s misuse of his trust account continued over several years and represented a pattern of misconduct. It was clear to the Panel that Respondent used his trust account instead of his operating account in an effort to keep funds safe from collection procedures by the taxing authorities and other creditors with judgments. These actions were dishonest and prejudicial to the administration of justice. Moreover, they evidenced a selfish motive. During the hearing, Respondent testified that he maintained his

IOLTA account in an unorthodox manner, but refused to admit that what he did was also unethical. Further, he refused to acknowledge that the reason for using his trust account rather than his operating account was to avoid paying debts owed to creditors. The Panel finds that Respondent lied about his reasons for the “unorthodox” manner in which he used his IOLTA. Also, the Panel finds that Respondent did not cooperate fully with the investigation or respond fully to discovery.

44. In mitigation, the Panel notes that there was no evidence that a client failed to receive all of the client’s monies. Also, Respondent has no prior discipline.

SANCTION

45. Respondent asserts that in the event a violation is recommended, a public reprimand is the appropriate sanction. Relator seeks a 24-month suspension. The Panel notes that in *Vogtsberger* and *Morgan*, the sanction was a two-year suspension, with one-year stayed on conditions. In *Wise*, the Relator and the Board recommended that Mr. Wise be suspended from the practice of law for one year with six months of the suspension stayed. This recommendation was rejected by the Supreme Court. The Court concluded that the appropriate sanction for Mr. Wise was an indefinite suspension. In *Wise*, there was other serious misconduct, unrelated to the trust account, and there was a record of prior discipline.

46. In this case, the Panel recommends that Respondent be suspended from the practice of law for two years with one year stayed on the condition that Respondent (1) satisfactorily complete 6 hours of additional CLE in law-office management and accounting; (2) pay all costs of this proceeding; and (3) fully pay or provide evidence of a compromise of the obligations listed on Exhibit 6 relating to the following:

- a. Certificate of Judgment No. ST00069639 in the principal sum of \$6,717.51;

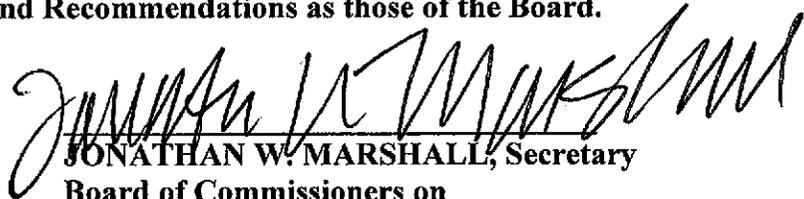
- b. Certificate of Judgment No. ST98045500 in the principal sum of \$5,729.50;
- c. Certificate of Judgment No. ST02085583 in the principal sum of \$4,262.04;
- d. Certificate of Judgment No. ST03091227 in the principal sum of \$3,761.74;
- e. *West Publishing Corp. v. Crosby*, Case No. 1999 CVF 013387 judgment in the principal sum of \$2,408.44;
- f. *National City Bank v. Crosby*, Case No. 01 CVF 647, judgment in the principal sum of \$1,349.42;
- g. Certificate of Judgment No. ST96022309 in the principal sum of \$386.54;
- h. *Imagenet v. Crosby*, Case No. 2000 CVI 2786, judgment in the principal sum of \$362.43;
- i. Certificate of Judgment No. ST97027119 in the principal sum of \$315.37;
- j. Certificate of Judgment No. ST96022308 in the principal sum of \$164.20;
- k. Certificate of Judgment No. ST99051486 in the principal sum of \$142.72; and
- l. Certificate of Judgment No. ST98040329 in the principal sum of \$129.13.

47. In recommending Respondent fully pay or provide evidence of a compromise of the obligations listed on Exhibit 6, the Panel gave consideration to the ability of Respondent to shield his assets from garnishment by using his trust account in an unethical manner. Also, the Panel relied upon *Disciplinary Counsel v. McCord*, 121 Ohio St.3d 497, 2009-Ohio-1517 wherein the Court noted that “[a]n attorney should pay his debts without a court order.” *Id.* at ¶13. In this case, Respondent did more than not pay his debts. He implemented a scheme through the use of his trust account which effectively shielded his assets from garnishment.

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 June 12, 2009. The Board adopted the Findings of Fact and Conclusions of Law of the Panel. However, the Board recommends, based on his long standing fraudulent trust account practices and deliberate deceptions, that Respondent, William Matthew Crosby, be suspended from the practice of law for twenty-four months. The Board further recommends that the cost of these proceedings be taxed to 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**

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

| | | |
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| IN RE |) | CASE NO. 08-018 |
| |) | |
| COMPLAINT AGAINST |) | |
| |) | |
| WILLIAM MATTHEW CROSBY |) | STIPULATIONS |
| |) | |
| Respondent, |) | FILED |
| |) | |
| DISCIPLINARY COUNSEL |) | DEC 5 - 2008 |
| |) | |
| Relator. |) | BOARD OF COMMISSIONERS ON GRIEVANCES & DISCIPLINE |

Relator and Respondent do hereby stipulate to the following statements for purposes of these proceedings and without the need to present further evidence to establish the truth of the following:

Stipulated Facts

1. Respondent, William Matthew Crosby ("Crosby"), was admitted to the practice of law in the State of Ohio on November 15, 1982.
2. During 2005 and 2006, Crosby practiced law as Crosby Law Offices, LLC.
3. Around December 2006, Crosby ceased practicing as Crosby Law Offices, LLC and accepted a position as of counsel for Elizabeth A. Crosby & Associates.
4. In 2005 and 2006 Crosby practiced as a sole practitioner engaged primarily in areas of workers' compensation, personal injury, and tort law.

5. Carol Mazanec ("Mazanec") provided clerical, administrative, and paralegal services for Crosby during the years 2005-2006.

6. Crosby maintained two bank accounts, an IOLTA in the name of The Crosby Law Offices, LLC ("IOLTA") and a general operating account in the name of The Crosby-Dodge law Group, LLC ("Operating Account").

7. Crosby amended the signature card for the IOLTA to designate Carol Mazanec as an authorized signer on the IOLTA.

8. Crosby authorized check writing authority to Mazanec on the IOLTA.

9. Crosby permitted Mazanec to manage the IOLTA and the Operating Account.

10. Mazanec wrote and signed a number of checks from the IOLTA on behalf of and as authorized and/or ratified by Crosby.

11. Among checks issued and/or withdrawals authorized in 2006 and 2007 by Crosby and/or Mazanec from the IOLTA, involving funds belonging to Crosby, were the following:

- a. 13 checks payable to Crosby totaling \$27,755.00,
- b. 8 checks payable to Crosby's wife totaling \$142,823.48,
- c. 18 payments to Verizon and/or Ameritech/ATT totaling \$4,436.81,
- d. 68 checks payable to cash in excess of \$88,000.00,
- e. 16 checks in payment of various obligations, e.g., Dominion East Ohio Gas, Topetto's Pizza, Home Depot, Plant Crafters, CVS, and Wyatt Tractor, Brook's Brothers, Web Office Solutions, and, Cort Furniture Rental, totaling \$4,436.81,
- f. 20 checks payable to Mazanec totaling \$57,713.00

12. From January 1, 2006 through May 31, 2007, the IOLTA incurred overdraft fees of \$118.50.

13. From January 1, 2006 through May 31, 2007, Crosby did not regularly review the monthly IOLTA statements.

14. During 2006, Crosby settled five matters, to wit:

| | |
|----------------|--------------|
| April 2006 | \$500,000.00 |
| June 2006 | \$12,000.00 |
| September 2006 | \$25,000.00 |
| November 2006 | \$425,000.00 |
| December 2006 | \$150,000.00 |

15. Crosby promptly paid each client his/her distributive share of the settlement per the closing statement.

16. In each of the above matters, Crosby did not promptly withdraw from the IOLTA the entire attorney fee earned and/or the reimbursement of expenses following disbursement to the client.

17. In each of the above matters, Crosby would withdraw his fee and receive reimbursement of expenses over several weeks or months in checks issued from the IOLTA as previously set forth in paragraph 11.

Stipulated Mitigation

18. Crosby has no prior disciplinary history.

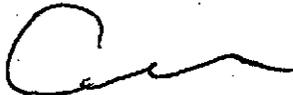
Stipulated Exhibits

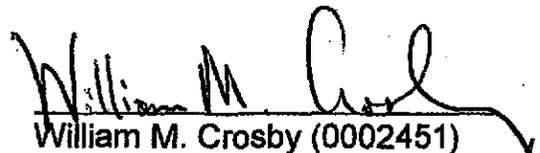
19. Joint Exhibit 1 – Crosby's IOLTA records from January 2006 - May 2007.
Joint Exhibit 2 – Signature Card for the IOLTA
Joint Exhibit 3 – Five Closing statements

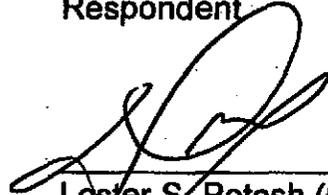
Conclusion

The above are stipulated to and entered into by agreement by the undersigned parties/counsel this 8th day of DECEMBER, 2008.


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


Robert R. Berger (0064922)
Assistant Disciplinary Counsel


William M. Crosby (0002451)
Respondent


Lester S. Potash (0011009)
Counsel for Respondent