ORIGINAL

IN THE SUPREME COURT OF OHIO

COLUMBUS BAR ASSOCIATION,	:	
	:	
Relator,	:	**Case No. 2005-0422**
	:	
v.	:	From the Board of
	:	Commissioners on the
AMERICAN FAMILY PREPAID	:	Unauthorized Practice of
LEGAL CORP., et al.,	:	Case No. UPL 02-10
	:	
Respondents.	:	
	:	

FILED
OCT 26 2009
CLERK OF COURT
SUPREME COURT OF OHIO

PREAMBLE NOTICE REGARDING J. NORMAN'S TERMINATION OF COUNSEL IN REGARDS TO HIS INDIVIDUAL CAPACITY

I am giving notice to the Court that I have terminated my attorney, James L. Reinheimer, in my individual capacity this morning, October 26, 2009, and am filing this motion in representation of myself in my individual capacity. Upon the Court's Order October 14, 2009, I contacted Mr. Reinheimer to discuss complying with the Order and my wishes to file a Motion for Reconsideration. Mr. Reinheimer accepted continued representation of American Family, Heritage Marketing and myself individually and did file a notice motion confirming his representation. Mr. Reinheimer also requested a payment of $5,000.00, which was paid to and cashed by Mr. Reinheimer. I had discussions with Mr. Reinheimer the previous week and informed him that I would send him notes. He informed me that we had to complete the Motion for Reconsideration by Friday so he can file it via FedEx. With this short period of time to file, I asked if we could work on the motion all last weekend and have a courier file it Monday. Mr.

Reinheimer agreed, however, did not contact me all weekend until late Sunday evening. I complained to him that he had not responded to most of the e-mail questions I sent him, informed him that I was upset, and that I was willing to work all evening. I asked him for copies of the drafts he had completed and he said he would send them to me, but never did. After the one brief conversation late Sunday afternoon, I called Mr. Reinheimer at his home residence about 15 times Sunday evening and he did not answer the phone. I eventually contacted his office and discovered that he had gone to a Municipal Court hearing.

Since my right to file a Motion for Consideration expires today, and I have not seen a copy, or know if Mr. Reinheimer has filed a motion at the time of this writing, I left a message with Mr. Reinheimer terminating him as counsel in my individual capacity and am filing this motion pro se. I consider the evasiveness of Mr. Reinheimer, even though we did have minimal contact early Sunday evening, to justify my actions to protect my rights and file this motion in pro se. I ask the Court to please have understanding in regards to the form, contents, and statements within my motion as I did my best effort as a pro se litigant in preparing the motion for the Court. I have written and prepared this entire motion by myself, and at the very last minute.

Pursuant to S.Ct.Prac.R.XI, Section 2(A)(3) and Section 2(A)(4), Respondent Jeffrey Norman (J. Norman), in pro se, respectfully asks the Court to reconsider its October 14, 2009 decision. Although J. Norman will be referring to other Respondents in this case, those references are only as the "*actions*" of those Respondents relate back to J. Norman's personal liability. Nothing in this Motion for Reconsideration should be construed as J. Norman defending other Respondents. J. Norman understands that he is only representing himself in a personal capacity in the filing of this Motion for Reconsideration. J. Norman understands that the Respondent entities American Family Prepaid Legal Corporation and Heritage Marketing and Insurance Services, Inc. are currently represented by attorney James L. Reinheimer.

Deponent after deponent has testified that American Family Prepaid Legal Corporation (AFPLC) and Heritage Marketing and Insurance Services, Inc. (HMISI) (Collectively Entity Respondents) do not sell living trusts, do not give legal advice and do not prepare legal documents. Deponent after deponent has also testified that all legal work is performed by the Plan Attorney, and further, that it is the Plan Attorney, and not Entity Respondents, who decide what, if any, legal services a plan member may obtain. No matter how much controversy the CBA attempts to manufacture with its conclusory and unsupported allegations that Entity Respondents are running a "trust mill," the undisputed material facts establish that Entity Respondents have not breached the Consent Agreement or engaged in the unauthorized practice of law.

However, as evident from the Court's Order October 14, 2009, it is apparent the Court has disregarded all of Entity Respondents' defenses and ignored material facts. The Court has instead chosen to rely upon the Board's Final Report in support of its Order and accepted the Board's findings as the truth.

In light of the Court's clear reliance on the Board's recommendation, J. Norman hereby moves the Court to reconsider its Order on grounds that the Board's Final Report was flawed ab initio. The Court has overlooked, ignored and excluded from its findings of fact what only can be described as a mountain of evidence demonstrating the supervision and control of AFPLC's plan attorneys in regards to the production of legal documents at all times relevant, including between the period of March 2003 and May 2005. Conversely, the Court's Order has adopted into virtually all of its findings mountains of conclusory and unsupported "allegations".

Uncontested complaints produced and argued by the Realtor Columbus Bar Association (CBA) are not evidence that can support the Court's findings of facts. Argumentative affidavits of Relator's own attorneys and a mere few consumer affidavits cannot be used by the Court to support its conclusions. In fact, over the course of a four-year period, the CBA has not produced any deposition testimony what so ever from any consumer or expert witness to support its allegations or the Courts Order.

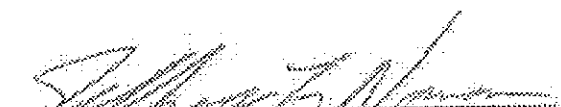
Clear bias, and acts of collusion by the Board's panel judges, has severely tainted the Final Report in which the Court relied upon in reaching its decision; thus denying J. Norman's right to just and due process. A transcript of an August 17, 2007 pretrial phone conference recorded by Christopher Miller of Columbus, Ohio displays the bias and prejudice that existed amongst the Board's panel judges[1]. Attached hereto as Exhibit B is the Affidavit of Respondent

[1] It is acceptable for Respondents to submit a transcript of a lawful tape-recording to the Ohio Supreme Court as an exhibit to this Motion for Reconsideration. Chris Miller, an Ohio resident, did not intercept an oral (uttered by a person) communication or an electronic communication as an electronic communication does not mean a wire or oral communication. Chris Miller was a party to the pre-trial conference call where the communication was made through the aid of wires or similar methods of connecting the point of origin of the communication and the point of reception of the communication. See Ohio Rev. Code ann. § 2933.52 (B)(4), Ohio Rev. Code ann. § 2933.51(A), Ohio Rev. Code ann. § 2933.51(B), Ohio Rev. Code ann. § 2933.51(C), Ohio Rev. Code ann. § 2933.51(N)

J. Norman, which provides the proper foundation for and authenticates the transcript attached as Exhibit A. Additionally, *ex parte* communication of the Panel Chairman James L. Ervin with a material witness, plan attorney Edward Brueggeman, has also tainted the Board's Final Report. E-mail correspondence between J. Norman and Panel Chairman James L. Ervin evidences the ex parte witness communication. Attached hereto as Exhibit D is the Affidavit of Respondent J. Norman, which provides the proper foundation for and authenticates the e-mail correspondence attached as Exhibit C.

A memorandum in support follows and is incorporated herein.

Respectfully submitted,



Jeffrey E. Norman, Respondent Pro Se

Since consent to intercept and record a wire communication is only required by one Ohio resident that is a party to the communication, any alleged "*aural*" statements made by the Panel Chairman James L. Ervin similar to "hang up" or "get off the phone" would not preclude a party (such as Chris Miller) from recording and distributing a lawfully taped "wire communication".

MEMORANDUM IN SUPPORT

I. FINDINGS OF THE COURT ARE AGAINST THE OVERWHELMING SUBSTANTIAL WEIGHT OF THE EVIDENCE REGARDING AMERICAN FAMILY AND HERITAGE BUSINESS PRACTICES INCLUDING THE TIME PERIOD FROM MARCH 2003 UNTIL MARCH 2005

The Court's findings are not based on evidence and facts found in the record, but rather reiterations of the mere "allegations" of the CBA. The CBA did not take any consumer witness depositions, and only possess three contestable consumer affidavits. Additionally, no expert affidavits or testimony in support of the CBA's allegations can be found in the record. Uncontested complaints received by the CBA do not constitute evidence that the unauthorized practice of law has occurred. The Court's findings cannot be supported by evidence from anywhere in the record, however plenty of evidence in contrary exists.

{¶ 15} J. Norman *strenuously* asks the Court to reconsider its determination as stated in this section that the sale of a legal plan is a guise to sell living trusts, and that the sale of a registered legal plan only provides superficially legitimizes its business operations.

Evidence excluded from the Court's Order and the findings of facts establishes that a corporation registered as a prepaid legal services plan with the State of Ohio alters its character by changing the permissible scope of that corporation's operations. Under the Ohio Rules of Professional Conduct which currently establish the Ethical Rules for Ohio lawyers, there are specific provisions and comments for prepaid legal service plans (in accordance with the prior Code of Professional Responsibility previously in effect). The most notable rights granted to legal service plans are that they may make live, direct, in person contact with individuals to inform them of this alternative avenue of procuring legal services (See Ohio Rule of Prof. Conduct 7.3, also see comment 8 to 7.3) and that they may associate themselves with lawyers,

even to the extent of accepting fees from lawyers to refer them work (Ohio Rules of Prof. Conduct 7.2(b)(2) and comment 6 to 7.2). No other corporations are of this character in the eyes of the State of Ohio.

{¶ 15} There is no evidence or facts what so ever in the record to support the Court's finding of, "American Family's purported mission — to provide a variety of legal assistance to members at a discounted price from an assortment of affiliated lawyers — was not as promised." On the contrary, testimony of J. Norman confirmed that AFPLC's legal plan offers access to a wide range of legal services, including but not limited to estate planning, elder care, Medicaid planning, landlord/tenant, and bankruptcy provided by the plan attorney. J. Norman Depo., pp. 184-85, Irwin Depo., p. 30. Access to basic estate planning services are provided at no extra costs and other legal services are offered at a 25% discounted rate off the plan attorney's usual hourly rate. J. Norman Depo., pp. 184-85; Brueggeman Depo., p. 55.

There is no evidence or facts what so ever in the record to support the Court's finding of, "the legal assistance that American Family provided for the cost of its plan nearly all related to one service — avoiding estate probate costs through the creation of a living trust." The CBA has not produced any evidence in support of this finding. Conversely, the testimony of plan attorney Edward Brueggeman confirmed that legal services other than estate planning services where provided "often". Brueggeman Depo., p. 53:5-21.

{¶ 16} There is no evidence or facts what so ever in the record to support the Court's finding that AFPLC, "placed similar advertisements in magazines." This finding of fact is only derived from the pleadings of the CBA. In contrary, J. Norman testified during deposition that AFPLC only advertised by means of direct mail advertising. J. Norman Depo. pp. 117-18.

There is no evidence or facts what so ever in the record to support the Court's finding that, "One example of American Family's overreaching advertisements claimed:" Again, this finding of fact is only derived from the pleadings of the CBA. In contrary, J. Norman did provide evidence of a Disciplinary Complaint regarding an investigation of the same mailer listed here in the Court's Order. The investigation concluded, "the advertisement did in fact comply with the requirements of the rule [DR 2-101 of the Code of Professional Responsibility]". See J Norman's Memorandum In Opposition to MSJ, Ex. C. Therefore, this finding of fact should be removed from consideration and stricken from the Order.

{¶ 17} There is no evidence or facts what so ever in the record to support the Court's finding of, "The mailers encouraged customers to fill out and return preaddressed postcards to obtain information about trusts and estates..." On the other hand, there is no record of any AFPLC advertisements containing the word "trusts". In fact, the one example provided by the Court in paragraphs {¶ 18} through {¶ 20} of the Order does not contain the word "trust" or any written offer to obtain information about trusts.

There is no evidence or facts what so ever in the record to support the Court's finding of, "some customers claim that they never mailed a response card but received a "cold call" from AFPLC. However, the affidavit of J. Norman indicates that AFPLC does not, and never has, made cold call solicitations to prospective AFPLC members. J. Norman Aff. ¶ 30.

{¶ 22} There is no evidence or facts what so ever in the record to support the Court's finding of, "American Family telemarketers did not refer to a prepaid legal plan", when in fact the only evidence reflects the telemarketing scripts announce the call on behalf of AFPLC. J. Norman Aff. ¶ 31.

{¶ 23} There is no evidence or facts what so ever in the record to support the Court's finding of, "In sales presentations, usually occurring in a customer's home, American Family's agents focused on convincing a customer that he or she needed a living trust." The only evidence in the record is that AFPLC does not sell living trusts, but rather a prepaid legal program. Roundtree Depo. pp. 29-30. Clouse Depo., p. 32. See also J. Norman Depo., p. 21 (same); P. Chiles Depo., p. 23 (same); H. Miller Depo., pp.108-109 (same); Irwin Depo., pp. 29-30 (describes scope of Plan); Brueggeman Depo., p. 55 (describes scope of Plan).

There is no evidence or facts what so ever in the record to support the Court's finding of, "Almost exclusively, however, the only legal service that the plan members received was the preparation of a living-trust document and related estate-planning instruments such as powers of attorney and a living will. For this reason, for the thousands of memberships sold, few if any members obtained legal assistance other than a living-trust portfolio." Conversely, the testimony of plan attorney Edward Brueggeman confirmed that legal services other than estate planning services where provided "often". Brueggeman Depo., p. 53:5-21.

{¶ 24} There is no evidence or facts what so ever in the record to support the Court's finding of, "They used a presentation booklet that misrepresented facts and deceptively exaggerated the disadvantages of the probate process to frighten the senior customers into purchasing living-trust plans." This finding is only an allegation of the CBA.

There is no evidence or facts what so ever in the record to support the Court's finding of, "Among other things, the booklet overstated the need for and cost of attorney assistance in the probate process, the amount of attorney fees likely to be incurred in probate, the length of the probate process, the amount of control the court has over what and how much of the estate the named beneficiaries will receive, the perils of incapacity, the availability of legal assistance from

American Family's "plan attorneys," and the benefits provided by American Family's living-trust product." Again, this finding is only an allegation of the CBA and nothing more.

{¶ 25} There is no evidence or facts what so ever in the record to support the Court's finding of, "The training materials American Family used to train its sales agents encouraged high-pressure, deceptive sales tactics." Yet again, this is just a baseless allegation as interpreted by the CBA.

{¶ 26} There is no evidence or facts what so ever in the record to support the Court's finding of, "During the in-home presentation, the salesperson obtained detailed personal and financial information from the customer, including contact and identity information, family and beneficiary information, real estate ownership and values, and other assets and values, which they entered on forms entitled "Information Questionnaire" and "Estate Planning Worksheet." The sales agent used this information, among other purposes, to "estimate" the amount of probate costs a particular customer would have to pay if he or she did not have a living trust and to compare that figure to the costs associated with a living trust that customers were told would enable them to avoid such costs." The <u>only</u> evidence in this case demonstrates that Entity Respondents do not give legal advice to plan members <u>and do not determine the suitability of the appropriate legal instruments for a member's particular situation</u>. Clouse Depo., p. 30, 87; Chiles Depo., p. 42; Brueggeman Depo., p. 31. In fact, the evidence in the record demonstrates that only licensed Ohio attorneys provided any legal advice or services to a particular plan member situation. Clouse Depo., p. 30,87; Chiles Depo., p. 42; Brueggeman Depo., p. 31. Plan attorney Edward Brueggeman and attorney Cynthia Irwin make any and all determinations as to which estate planning documents, if any, are appropriate for a plan member. Brueggeman Depo., p. 31; Clouse Depo., p. 30, 65; Chiles Depo., p. 42.

There is no evidence or facts what so ever in the record to support the Court's finding of, "These costs and fees were routinely inaccurate and overstated; they almost always exceeded the $1,995 cost of purchasing a living trust from American Family. Indeed, American Family trains its sales agents to present their "T-Close" drawing to show typical probate and estate settlement costs to be $9,800." Again, these are just pleadings and arguments derived from the CBA's MSJ and nothing more.

{¶ 27} There is no evidence or facts what so ever in the record to support the Court's finding of, "Nevertheless, the sales agents generally gave a detailed, and in some respects incorrect, explanation of the probate process, discussed alternatives to the probate process, and advised the particular customer that he or she would benefit from purchasing a living trust through American Family. Regularly, the sales agents represented that a living trust was necessary to give effect to the customers' wishes or provide for their beneficiaries. This element of the sales pitch sometimes involved statements that a customer's existing estate documents would not effectively provide for the beneficiaries." The <u>only</u> evidence in this case demonstrates that Entity Respondents do not give legal advice to plan members <u>and do not determine the suitability of the appropriate legal instruments for a member's particular situation</u>. Clouse Depo., p. 30, 87; Chiles Depo., p. 42; Brueggeman Depo., p. 31. In fact, the evidence in the record demonstrates that only licensed Ohio attorneys provided any legal advice or services to a particular plan member situation. Clouse Depo., p. 30,87; Chiles Depo., p. 42; Brueggeman Depo., p. 31. Plan attorney Edward Brueggeman and attorney Cynthia Irwin make any and all determinations as to which estate planning documents, if any, are appropriate for a plan member. Brueggeman Depo., p. 31; Clouse Depo., p. 30, 65; Chiles Depo., p. 42

There is no evidence or facts what so ever in the record to support the Court's finding of, "Thus, American Family's sales agents promoted the living trust as the best approach to estate planning without regard to the individual's particular situation." The only evidence in the record is that the AFPLC sales representative does not give advice regarding the specific circumstance of the potential member, or sell a living trust. Clouse Depo., p. 32. Additional evidence is in the record indicating that the sales representative discusses the benefits available under the Plan- primarily the ability to call a lawyer at no additional charge for advice, including advice on estate planning options. Roundtree Depo., p. 17, Chiles Depo., p. 36-37.

{¶ 28} There is no evidence or facts what so ever in the record to support the Court's finding of, "The sales agent then obtained the customer's signature on a document entitled "Fee and Engagement Agreement" and completed a spelling checklist and a questionnaire detailing the customer's assets for preparation of the trust documents."

Conflicting evidence demonstrates The "Fee and Engagement Agreement" is an agreement between the plan attorney and the Plan Member - establishing a typical client/lawyer relationship. This agreement complies with Ohio legal plan registration, as legal plans must recognize and not "interfere with" the establishment of the attorney client relationship. **It is not an agreement between AFPLC and the Plan Member.** Missing from the Court's Order in this section are the particular terms of the engagement clearly defined within the agreement. These terms disclose, under the section entitled "Confirmation of the Agreement", "Please confirm your agreement to the terms of this engagement letter by signing it below, keeping a copy for yourself, and returning the original to us. **Upon return of the original of this agreement to our office and its signature by an attorney, the retention will become complete. This agreement shall not be binding until approved and executed by an attorney from our office.** An

executed copy will be delivered to you." The Court has "incorrectly" determined that this "Fee and Engagement Agreement" executed between an Ohio licensed attorney and the Plan Member is an offer by AFPLC for the sale of a living trust. This is a significant omission of evidence from the record, as it is apparent that this document is what the Court has relied upon in determining that AFPLC has sold living trusts, which this document does not purport to do.

Additionally, the evidence in the record only reflects that AFPLC sales representatives do not provide "legal solutions" for the plan members. Sales representative discuss with potential members generic information regarding alternatives to probate. The plan attorney decides which specific probate alternative or, "legal solution," is appropriate for a given client. Brueggeman Depo., pp. 49-52; Irwin Depo., pp. 19-21. The sales representative only collected generic asset information about the member's assets. Miller Depo., pp. 33-38. The sales representatives only collected this information at the request of the Plan Attorney to permit the attorney to spend his time counseling plan members about their legal needs. Brueggeman Depo., p. 52, Clouse Depo., p. 83-84, Miller Depo. p. 38.

The Court's finding of fact that "No attorney had yet reviewed the customer's information to determine the wisdom of creating a living trust" is a true finding because a plan member would not have contact with an attorney until after the legal plan was purchased. Before March 2005, the original estate planning worksheet and assignee spelling checklist were given to Mr. Brueggeman. The attorneys would then review these documents, schedule a telephone consultation to discuss particular circumstances surrounding the new member, and determine whether estate planning documents, such as a living trust would be recommend for the member. Brueggeman Depo., pp. 26-31; Irwin Depo., pp. 17-19.

None of the Court's findings in paragraphs **{29}** through **{34}** evidences the unauthorized practice of law. None of the supposed facts in any of these paragraphs has been derived from evidence. These facts can only be found as pleadings in the CBA's MSJ of what the CBA alleges the facts will prove. The information in these aforementioned paragraphs only justify why the CBA's MSJ should have been denied and an evidentiary hearing scheduled. Other than the unsupported allegations that trust packages were sold, nothing in these paragraphs contains any evidence to prove that unauthorized practice of law was evident in this case or that AFPLC breached the 2003 Consent Agreement.

None of the Court's findings in paragraphs **{35}** through **{49}** evidences the unauthorized practice of law. The CBA has not proffered any consumer witness or expert witness testimony that AFPLC sold living trusts or estate planning documents. Rather, the record only reflects evidence in the contrary of sales of lawfully registered legal plans. Roundtree Depo. pp. 29-30. Clouse Depo., p. 32. See also J. Norman Depo., p. 21 (same); P. Chiles Depo., p. 23 (same); H. Miller Depo., pp.108-109 (same); Irwin Depo., pp. 29-30 (describes scope of Plan); Brueggeman Depo., p. 55 (describes scope of Plan).

None of the Court's findings in paragraphs **{50}** through **{53}** evidences the unauthorized practice of law or a breach of the 2003 Consent Agreement. The information contained within these paragraphs is once again facts that can only be found in the pleadings of the CBA's MSJ. HMISI contracts with individuals who are licensed notaries to do the deliveries. Gray Depo., p. 12, Holmes Depo., p. 14. Legal document deliveries and notarization by a non-attorney is not evidence of the unauthorized practice of law as previously interpreted by the Supreme Court of Ohio. In looking at actual evidence, the record demonstrates that the Plan Attorney meets with the delivery agents to review how they should perform their delivery and notarization services.

Holmes Depo., pp. 21-22; Chiles Depo., pp. 49-51. The delivery agent specifically says he or she is not an attorney and is a licensed insurance agent. Holmes Depo., p. 25. After the introduction, the delivery agent reviews with the plan member the instructions that the Plan Attorney enclosed in the estate planning organizer regarding the execution of the documents and, if the Plan Attorney deemed it applicable, instructions regarding the funding of any trust. Gray Depo., pp. 12; Holmes Depo., pp. 12-16, 26. The delivery agent follows the attorney's instructions regarding the execution of the documents. Holmes Depo., pp. 10, 12_13.19. By contract, Mr. Brueggeman supervises the work of the sales representatives and delivery representatives. Brueggeman Depo., pp. 99-100, See Brueggeman Contracts, J. Norman Aff., Ex. 26, 27, 28, 33, 34 & 35. In addition, Mr. Brueggeman is involved in the training of the sales representatives and delivery agents. Brueggeman Depo., pp. 99-100, Chiles Depo., pp. 16-17, 49-51, Holmes Depo., pp. 221-23,15 Clouse Depo., pp. 83-84.

{¶ 54} There is no evidence or facts what so ever in the record to support the Court's finding of, "Brueggeman did not hire or supervise the American Family sales agents. The evidence in the record on the other hand reflects that, by contract, Mr. Brueggeman does supervise the work of the sales representatives and delivery representatives. Brueggeman Depo., pp. 99-100, See Brueggeman Contracts, J. Norman Aff., Ex. 26, 27, 28, 33, 34 & 35.

{¶ 55} The Court's finding of fact in this section that "Brueggeman, after receiving the agreement, sent a form letter to the purchasers of the plans thanking them for choosing him to prepare their living trusts and their estate-planning documents" is deceptive in context through the omission of substantial other material facts and evidence. Prior to the plan attorney sending form letters regarding living trusts, the evidence reflects that the attorneys conducted extensive phone interviews with plan members, gained an understanding of the plan member's legal interests and needs, and at that time the attorney would determine and recommend what estate

planning documents, if any, are appropriate for the plan member based on the plan member's unique circumstances. Brueggeman Depo., pp. 26-31; Irwin Depo., pp. 17-19; Brueggeman Depo., p. 65-66; Irwin Depo., p. 20-21; Irwin Depo., pp. 28-29.

{¶ 56} There is no evidence or facts what so ever in the record to support the Court's finding of, "Occasionally, Brueggeman telephoned the customer to introduce himself or to confirm information on the paperwork provided by the American Family sales agent. These occasions were usually the only contact Brueggeman had with the customer." Instead of "occasionally", the evidence in the record that either plan attorney Mr. Brueggeman or Ms. Irwin "always" telephoned every new plan member. Brueggeman Depo., p. 27; Irwin Depo., pp. 17-19.

{¶ 57} There is no evidence or facts what so ever in the record to support the Court's finding of, "Brueggeman did not hire these American Family employees and did not control or supervise the California employees." In contrary, *substantial* evidence is present in the record that during all times relevant, plan attorney Edward Brueggeman *supervised and controlled* the production of legal documents, including AFPLC employees who assisted Mr. Brueggeman in preparing said documents. Evidence present in this case demonstrates that Before March 2005, Mr. Brueggeman maintained an office within American Family's suite of offices. J. Norman Depo., p. 76; that American Family employees, both in Ohio and California, provided secretarial and other support services to Mr. Brueggeman. J. Norman Depo., pp. 77-78, Miller Depo., p. 65-66; and that American Family instructed all of its employees to follow any instructions given to them by the Plan Attorney. J. Norman Depo., p. 49-52, Miller Depo., pp. 81-82, 84.

The explicit terms of Mr. Brueggeman's contract with AFPLC required that he "personally perform or personally supervise" any legal services rendered to plan members. See J. Norman Aff., Ex. 27 & 28. <u>*Before May 2005*</u>, following the initial member interview, evidence

is present that the attorney would send his or her notes, copies of the estate planning worksheet and assignee spelling checklist, and instructions to an employee in American Family's California office. J. Norman Depo., p. 49, 73; Brueggeman Depo., pp. 34-35; that the American Family employee, nicknamed a "drafter," would type the necessary information into the legal forms *previously prepared by the attorney, pursuant to the attorney's explicit instructions*. J. Norman Depo., pp. 53-56, Brueggeman Depo., pp. 34-35; that with each particular plan member, the attorney instructed the employee which form to use. J. Norman Depo., p. 69; that at all times, the employee worked under the exclusive direction and control of the plan attorney. Id. at p. 54; that after entering the appropriate information, the American Family employee electronically saved a draft of the legal documents. J. Norman Depo., p. 73; that the electronic file was copied onto a disk and the employee forwarded the disk to American Family's Columbus, Ohio office. J. Norman Depo., p. 74; Brueggeman Depo., p. 35; that employees of the Ohio office then printed the legal documents off the disk and assembled them into a binder for Mr. Brueggeman. J. Norman Depo., p. 75; that upon receipt of the binder, Mr. Brueggeman reviewed the documents and compared them with the plan member's file. Brueggeman Depo., p. 35; and after Mr. Brueggeman was satisfied that the legal documents were accurate, he made them available to the plan member. Brueggeman Depo., pp. 32, 35.

Additionally, Mr. Brueggeman testified in deposition that he used the "*two*" AFPLC employees in California in the same manner that he used his own in office paralegal. Brueggeman Depo. at p. 35-36, and J. Norman Depo., p. 47-54. Moreover, affidavits are present in the record from the two AFPLC employees in question demonstrating evidence that they only typed the necessary information into the legal forms that were *previously prepared by the*

attorney, and *pursuant to the attorney's explicit instructions*. See Respondent J. Norman's Memorandum in Opposition to Relator's MSJ, Ex. L & M.

There is no evidence or facts what so ever in the record, *other than the pleadings of Relator the CBA*, to support the Court's finding that "Brueggeman cursorily reviewed the documents." The evidence in the record demonstrates that upon receipt of the binder, Mr. Brueggeman reviewed the documents and compared them with the plan member's file along with making any necessary changes. Brueggeman Depo., p. 35. After Mr. Brueggeman was satisfied that the legal documents were accurate, he signs off on a cover letter to the client. Once the cover letter is signed, the estate planning organizer is ready for delivery. Brueggeman Depo., pp. 32, 35, Irwin Depo., p. 22

{¶ 59} The Court's finding of fact that "Brueggeman did not hire the Heritage agents and had no agreement with any individual delivery agent" in and of itself is a true finding of fact. However, it is deceptive in context through the omission of substantial other material facts and evidence demonstrating the "contractual" control and supervision Mr. Brueggeman had over HMISI's agents. By contract, Mr. Brueggeman supervises the work of the sales representatives and delivery representatives. Brueggeman Depo., pp. 99-100, See Brueggeman Contracts, J. Norman Aff., Ex. 26, 27, 28, 33, 34 & 35. Mr. Brueggeman is involved in the training of the sales representatives and delivery agents. Brueggeman Depo., pp. 99-100, Chiles Depo., pp. 16-17, 49-51, Holmes Depo., pp. 221-23,15 Clouse Depo., pp. 83-84. Mr. Brueggeman's contract with HMISI also requires HMISI and its agents to maintain the confidentiality of plan members' information of which they may become aware in the course of delivering documents to plan members. See Brueggeman Contracts, J. Norman Aff., Ex. 33, 34 & 35. The delivery agent

follows the attorney's instructions regarding the execution of the documents. Holmes Depo., pp. 10, 12-13.

{¶ 60} There is no evidence or facts what so ever in the record to support the Court's finding of, "The Heritage delivery agents, some of whom are individual respondents in this case, took the estate-planning documents to customers' homes *under the ruse of* reviewing the documents with the plan members and having them signed, witnessed, and notarized." Yet again, these are just pleadings and arguments derived from the CBA's MSJ and nothing more. In contrast to these findings of fact, evidence is in the record eliciting that *when Plan Members first enrolled in the Plan*, the sales representatives point out to plan members that, if they have the documents delivered to their home, *the Heritage agent may present information on insurance products, including annuities, if appropriate*. Chiles Depo., pp. 59-60. The AFPLC plan membership agreement contains the same disclosure. See J. Norman Aff., Ex. 15. The AFPLC Guide to Benefits, Privileges and Plan Services identifies insurance and annuity services as a benefit available to Plan Members. See J. Norman Aff., Ex. 3. Additionally, and again disclosed when Plan Members first enroll, the plan attorney's Fee & Engagement Agreement conspicuously discloses the plan attorney's relationship with HMISI. See J. Norman Aff., Ex. 32.

There is no evidence or facts what so ever in the record to support the Court's finding of, "The Heritage delivery agents also advised Ohio plan members how to fund their trusts. In this way, the Heritage delivery agents provided legal advice about deed transfers and other property transfers." On the contrary, the evidence in the record exhibits the instructions that the plan Attorney enclosed in the estate planning organizer regarding the execution of the documents and, if the Plan Attorney deemed it applicable, instructions regarding the funding of any trust. Gray Depo., pp. 12;8 Holmes Depo., pp. 12-16, 26. Additional evidence includes that *"If the*

instructions from the Plan Attorney so direct, the delivery agent will also have the plan member sign funding letters that are sent to financial institutions to change account names as the Plan Attorney and member already agreed. Holmes Depo., pp. 26-29. Moreover, the record reflects evidence that the delivery agent follows the attorney's instructions regarding the execution of the documents. Holmes Depo., pp. 10, 12-13.

{¶ 61} The Court's finding of fact in this section that "Nevertheless, their business cards identified each as an "Asset Preservation Specialist" without mentioning that they were licensed insurance agents." is deceptive in context through the omission of substantial other material facts and evidence. Heritage's business cards and agents themselves, in a verbal manner, clearly identify that the sales representative is an insurance agent. Navard Depo., p. 26-27, 28. Furthermore, and again disclosed when Plan Members first enroll, the plan attorney's Fee & Engagement Agreement conspicuously discloses the plan attorney's relationship with HMISI. See J. Norman Aff., Ex. 32.

{¶ 63} The Court's findings of fact in this "entire" section do not address facts that can reasonably lead to a finding of unauthorized practice of law, can be construed as inflammatory and should be stricken from the Court's Opinion. Although irrelevant, there is no evidence or complaints in this regard from the Ohio Department of Insurance that "Heritage trained its agents to sell annuities to elderly customers regardless of the individual customer's particular financial situation." The evidence does reflect HMISI's voluntary creation and use by agents of a four page Suitability & Acknowledgement Agreement. See J. Norman Aff., Ex. 37; a Company Position on Suitability. See J. Norman Aff., Ex. 36; and a Policy Delivery Receipt conspicuously disclosing any applicable surrender charges that can be found in the annuity policy. See J. Norman Aff., Ex. 38.

{¶ 64} The Court's findings of fact in this "entire" section again do not address facts that can reasonably lead to a finding of unauthorized practice of law, can be construed as inflammatory and should be stricken from the Court's Opinion. Additionally, the findings of fact here are not evidence, but rather just the allegations of the CBA that can be found in the CBA's pleadings throughout the history of this case. Moreover, there is not any evidence in the record that complaints have been filed with the Ohio Department of Insurance concerning the suitability of annuities. This blatantly false finding of fact regarding insurance complaints should be stricken from the Court's Opinion.

{¶ 65} The Court's findings of fact in this "entire" section again do not address facts that can reasonably lead to a finding of unauthorized practice of law, can be construed as inflammatory and should be stricken from the Court's Opinion. Insurance Agents receiving commissions for the sale of insurance products is not a finding of fact to support the Court's finding of unauthorized practice of law.

{¶ 70} through **{¶ 76}** The analysis in these sections relies upon applying the findings of facts contained with the Court's Opinion. As noted in detail herein, *these finding of facts are not built on or derived from any evidence in this case*. Rather, the evidence relied upon in this analysis is overwhelmingly derived from the mere unsupported allegations of the CBA, primarily located throughout the various pleadings of the CBA. J. Norman has highlighted the vast amount of evidence in this case, including numerous affidavits, exhibits and deposition testimony that have been omitted from the Court's finding of facts. The Court should reconsider its analysis utilizing *"actual evidence"* in this case, instead of utilizing conclusory and unsupported allegations.

Substantial aforementioned and cited evidence refutes the Court's findings in **{¶ 72}** that "the review attorneys only tangentially involved themselves in the transactions because they did nothing more than enter information into a computer, typically without contacting customers.

Additionally, the Court's analysis in **{¶ 72}** stating, "Moreover, the review attorney did not approve the purchase agreement" is wholly irrelevant to this case. No evidence has been presented that an Ohio attorney must approve a purchase of a registered prepaid legal services plan in the state of Ohio. This analysis and conclusion is not based on any findings of fact in the Court's Order.

II. THE COURT'S ORDER ESTABLISHES PRECENDENT REQUIRING THE COURT TO IMMEDIATELY REVOKE NUMEROUS PREPAID LEGAL SERVICES PLAN REGISTRATIONS

Particularly alarming in this case is the Court's "unsupported" determination that a lawfully registered prepaid legal services plan, such as AFPLC's legal plan, can be construed as a so called "trust mill" and a "guise" or a "ruse" to sell living trusts and annuities. This determination contradicts and flies in the face of long established rules, statues, regulations and previous case law in the State of Ohio.

The Court has reached this determination utilizing only the allegations of the CBA. The CBA has not presented any evidence, including expert testimony or supporting case law, for the Court to *conclude that the sale of a registered legal plan with benefits to access estate planning services provided by licensed Ohio attorneys or insurance products by licensed insurance agents is the unauthorized practice of law*.

An example of the effect of this determination of the Court is Hyatt Legal Plan. The largest provider of prepaid legal services plans in the State of Ohio is Hyatt Legal Plan, headquartered in Cleveland, Ohio. Hyatt Legal Plan benefits include estate planning services

and the preparation of living trusts by Ohio attorneys. Additionally, Hyatt Legal Plan is owned by MetLife Insurance Company, which offers insurance products similar to those offered by HMISI. Many members of Hyatt Legal Plan have also purchased insurance from MetLife. Therefore, this decision of the Court establishes that both Hyatt Legal Plan and MetLife are committing the unauthorized practice of law in the state of Ohio. J. Norman does not believe the Court fully understands the ramifications of this decision as it stands today, resulting in currently registered legal plans that must now be viewed as committing the unauthorized practice of law. This decision will require the Court to revoke the registrations of numerous legal plans that provide the same or similar estate planning benefits and services, especially the legal plans that have any connection what so ever to the sale of insurance.

III. CONTRADICTING FINDINGS OF FACT

Throughout the Court's Opinion, a pattern exists where the Court's own findings of fact conflict with one another. Although J. Norman can identify numerous conflicting facts, J. Norman will limit its response in this motion to one set of conflicting facts concerning Mr. Brueggeman's alleged cursory reviews that are to late in the process. The Court relies on this finding of fact when comparing the case to Kathman. The Court supports its Order by using Kathman as justification because of the cursory review element and lack of attorney supervision and involvement, yet the facts in the Order are in conflict in that the attorney has involvement right from the get go.

It has long been the contention of the CBA, since the year 2002, that AFPLC's plan attorney only performed cursory reviews of living trusts previously sold and prepared by AFPLC non-attorney sales representatives and employees. Yet one finding of fact in the Court's Order states, "After their sales pitches, American Family sales agents sent the personal and financial

information gathered about plan members to American Family's Ohio plan attorney, who for the periods of time in question was Brueggeman." This finding of fact completely contradicts the long-standing and repetitive cursory review argument of the CBA as it demonstrates that the plan member's personal and financial information was **first sent to the plan attorney**. It is contradictory for the plan attorney's involvement to be only "cursory" if the plan member's information was initially sent to and utilized by the plan attorney himself. The aforementioned evidence in this case overwhelmingly demonstrates that AFPLC's plan attorneys did not do cursory reviews and that Mr. Brueggeman supervised all legal activities in accordance with Ohio Law and the Rules of Professional Conduct that govern Ohio attorneys.

IV. JUDICIAL BIAS AND COLLUSION OF THE BOARD[2]

A. Pretrial Phone Conference

Determination of judgment before a biased judge is fundamentally unfair and denies a litigant due process of law. Judicial bias has been described as, "a hostile feeling or spirit of ill will or undue friendship or favoritism toward one of the litigants or his attorney with the formation of a fixed anticipatory judgment on the part of the judge, as contradistinguished from an open state of mind which will be governed by the law and the facts." State v Felder, 2006-Ohio-5332, ¶ 29 quoting State v LaMar, 2002-Ohio-2128, ¶ 34. It is clear that the Board, which granted summary judgment against J. Norman, was undoubtedly tainted by this bias and had formed a fixed anticipatory judgment regarding summary judgment at the time of the pretrial phone conference that took place *prior* to J. Norman having an opportunity to respond to

[2] J. Norman filed a compliant with the Ohio Office of Disciplinary Council regarding the judicial bias and collusion of the Board back on February 1, 2008. The complaint addressed the tape recording and contained excerpts from its transcription. See Complaint Attached hereto as Exhibit E. Special Counsel Mark H. Aultman replied to the complaint on February 19, 2008. See complaint reply Attached hereto as Exhibit F. In Mr. Aultman's response, it stated that the complaint will not be investigated since the case is still ongoing, and that since the arguments can still be made and ruled upon in an appeal by J. Norman. J. Norman, at the instruction and direction of Special Counsel Mark H. Aultman as outlined in the complaint response, is now making that argument to the Ohio Supreme Court as the Court has issued its Order concluding the case.

Relator's MSJ. The board commented on the intelligence of Stanley Norman and Jeffrey Norman, stating that they "didn't come across as being very smart" (Exhibit A, p. 1). Board Member Lynn Day admitted to "looking stuff up about them [respondents] online" during the pretrial conference, which not only displays a lack of professionalism, but also clearly evidences that the board, a judicial body, was considering evidence outside of that which was properly submitted for their consideration in the matter (Ex. A, p.2). Panel Member Don Hunt stated that he had, "white knuckles from not speaking out" during the conference (Ex. A, p.2), which does not describe a neutral fact finder. Finally, and most egregious, is the statement of the Board's Chair, James Ervin, who declared, "I made a promise that when I leave this board, this case will be over" (Ex. A, p.9), which Board Members Susan Miles and Don Hunt then concurred. This is a clear indication that the board exhibited bias and had formed a fixed, anticipatory judgment in this case, especially when the proper context surrounding this statement is provided.

This Phone Pretrial took place on August 17th, 2007, one week after Relator filed its motion for Summary Judgment and prior to J. Norman filing his pro se Memorandum in Opposition to Summary Judgment on October 29th 2007. James Ervin, whom made this promise, was serving a term set to expire at the end of 2007. It is clear that the only mechanism at the disposal of this board to conclude the matter as it was pending in front of the Board, by the conclusion of Chairman Ervin's term, was to grant Summary Judgment, which the board did two months later on December 21st, 2007. This was at the tail end of the Chair's term and as promised to the other board members by the Chair. In light of these facts, it is clear that Summary Judgment was granted against J. Norman by a biased judicial body that clearly had a fixed anticipatory judgment thereby denying J. Norman's Due Process.

B. Ex Parte Communications by Panel Chairman James L. Ervin; Attempts To Create Issues of Material Fact In Conflict With Prior Deposition Testimony

In the Panel Order filed December 21, 2007, the Panel addresses accusations made by J. Norman against CBA's counsel as it pertained to an affidavit presented to attorney Edward Brueggeman for his review and execution.

The accusations referenced by the Panel were in reference to CBA attorney Joyce Edelman's attempt to create a question of fact by contradicting prior testimony to defeat an otherwise valid motion for summary judgment. *See* Respondent Jeffrey Norman's Memorandum in Opposition to Relator's Motion for Summary Judgment, p. 113 ¶4. Joyce Edelman drafted and presented an affidavit to AFPLC plan attorney Edward Brueggeman approximately two weeks prior to the filing of the CBA's motion for summary judgment. The affidavit stated that Mr. Brueggeman performed "cursory reviews" of living trust documents previously sold and prepared by AFPLC, in direct conflict with Edward Brueggeman's prior deposition testimony.[3]

The Panel acknowledges in their Order that it reviewed the events surrounding this matter. <u>What the Panel did not acknowledge in its Order was that Chairman James L. Ervin participated in "ex parte" communications with a material witness regarding "substantive" issues outside the presence of the parties.</u>[4] In e-mail correspondence between J. Norman and Chairman

---

[3] The Eleventh and Twelfth District appellate courts have held that <u>a nonmoving party may not defeat a motion for summary judgment by creating an issue of material fact in an affidavit that conflicts with the nonmoving party's prior deposition testimony</u>. See *Capital Financial Servs., Inc. v. Hibbard* (Oct. 9, 1995), Butler App. No. CA95-04-079; *McCain v. Cormell* (June 30, 1994), Trumbull App. No. 93-T-4967, 1994 WL 320915. These courts hold that if a movant's conflicting affidavit creates a question of credibility that prevents the movant from prevailing on the motion, then it is equally inappropriate to allow a nonmoving party to create a question of fact by contradicting prior testimony to defeat an otherwise valid motion for summary judgment. The First and Fourth Districts add the term "without explanation" or "without good explanation" to this principle. *Pain Ents., Inc. v. Wessling* (Mar. 22, 1995), Hamilton App. No. C-930888, 1995 WL 121459, at *4; *Steiner v. Steiner* (July 12, 1995), Scioto App. No. 93CA2191, 1995 WL 416941, at *3.

[4] Cannon 3 of the Supreme Court of Ohio, Section B states: (7) "A judge shall not initiate, receive, permit, or consider communications made to the judge outside the presence of the parties or their representatives

Ervin, Chairman Ervin admits having ex parte communication with one of the most material witnesses in the case being plan attorney Edward Brueggeman. Attached hereto as Exhibit C is a true and correct copy of e-mail correspondence between J. Norman and Chairman James L. Ervin. Instead of reporting the issues revolving around the actions of CBA attorney Joyce Edelman to the Disciplinary Counsel for immediate investigation, Chairman Ervin took it upon himself to investigate the matter and compromise the integrity and fairness of due process by initiating ex parte contact with a material witness. At the very least Chairman Ervin's actions have created an appearance of impropriety, which further bolsters his judicial bias.

V. INJUNCTIVE RELIEF AND CIVIL PENALTIES

{¶ 106} J. Norman challenges that the Court has overstepped its authority and constitutional rights in permanently enjoining J. Norman from selling prepaid legal plans of any kind to Ohio residents. Other registered Prepaid Legal Services Plans arrange for access to discounted services of attorneys. Ohio law does not afford for the enjoinment of "lawful activity".

{¶ 107} J. Norman filed a "Notice" with the Court on October 21, 2009. The notice identified that the AFPLC customer list was sold by the United States Bankruptcy Trustee and that the customer list of Heritage was sold to Quest Financial in 2007. Therefore, J. Norman request that the first sentence of this paragraph be modified to, "Using, selling, leasing, giving, or in any way allowing any other person or entity that has not previously purchased the Respondent's customer lists as the date of this Order, which are defined..." Without this

---

concerning a pending or impending proceeding except: (a) Where circumstances require, ex parte communications for scheduling, administrative purposes, or emergencies that do not address substantive matters or issues on the merits are permitted if the judge reasonably believes that no party will gain a procedural or tactical advantage as a result of the ex parte communication."

modification, J. Norman could be found in violation based on irreversible activity that occurred long before the issuance of this Court's order.

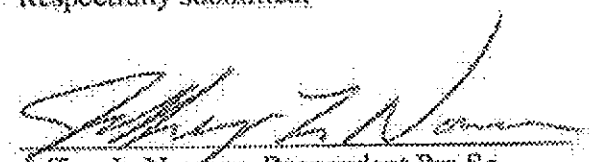
{¶ 108} As no evidence exists to support the Court's findings of fact that Entity Respondents sold any living trust documents, no civil penalty should be imposed on J. Norman. Again, the findings of fact in the Court's Order are solely based on allegations alleged by the CBA and not evidence in the record. Aforementioned evidence regarding the "Fee and Engagement Agreement" clearly delineates that it is an agreement for use to establish an attorney/client relationship and not a contract for the purchase of a living trust.

{¶ 110} J. Norman requests that the CBA letter for each Ohio client be modified to reflect that no evidence was present in the record or in the Court's Order that any legal documents prepared by AFPLC's plan attorneys were found to be inappropriate or unsuitable. Otherwise, this letter may instill an unreasonable amount of panic and fear with the Ohio clients.

VI. CONCLUSION

The record is clear and consistent, yet the Court's findings of fact are not. The Court has adopted as facts through reliance of the Board's tarnished and bias Final Report, mere allegations from the CBA's pleadings and complaints that cannot be interpreted as evidence. It is not in the interest of justice to render an Order in which the facts are not supported by evidence, <u>especially one with the magnitude of civil penalties awarded in this case</u>. The Court's analysis is not consistent with the evidence and facts in the record. Accordingly, for all the above reasons, Respondents request the Court to reconsider its October 14, 2009 Order and either dismiss the Order or remand the case back for hearing with a new unbiased panel of Judges in order to properly put the facts and evidence of this case on record and allow J. Norman the Due Process of which he is entitled.

Respectfully submitted,



Jeffrey L. Norman, Respondent Pro Se

"Pre-Hearing Conference"
August 17, 2007

James Irvin: Are we all still there?

Lynne Day: Yes

Don Hunt: Don

Susan Miles: Yes, Susan's here

Tammy: Tammy's here

James Irvin: Do we know if everyone else hung up? Is there any way to know that?

Susan Miles: There is not a way to know that.

Laughter from all members of the panel

James Irvin: All right we're off and running uh let's hope that the Norman guys can get some counsel we can put this thing to bed and umm I don't know why it takes three to six weeks to find an attorney, I just don't understand that

Don Hunt: James my first comment is you did a super bang up job conducting the meeting, you did a super job of making to point coming across clearly, I think there were a couple of people that it wasn't registered on their hearing scale on what you were saying

James Irvin: Thanks

Don Hunt: Just the point was made today and it was very clear, very clear, just, the comment I had was uh the individuals uh they've kind of, they've kind of been left and hung out to dry and they kind of got on Stan Norman but uh will this go away if we can solve with the company will this go away with the individuals, is that correct?

James Irvin: It's my understanding that if, it's my belief uh that if, if the companies can settle it goes away for the individuals, if you don't get a settlement then everybody potentially goes to the hearing, and I'm hoping those guys lean on Stan, and I don't know if, I get the impression that Stan and Jeff either, either Stan and Jeff aren't talking or Stan and Jeff thought they could try and pull one over on us on this call, but um

Don Hunt: They didn't come across as being very smart to pull things across on us from my perspective

James Irvin: I just hope Stan

Don Hunt: Hey would it do any good to divide the individuals up from the company?

James Irvin: You could bifurcate it out but that's an issue Joyce has to raise and if Joyce then Joyce has to pick and choose that's a possibility, but here's that thing about the company it can't represent itself

Don Hunt: Yah yah

James Irvin: Joyce can't get default judgment she still has to put on a case so at the end of the day I don't think it's going to be difficult for Joyce to go after the company the question is going to be what she does with the individuals

Don Hunt: Yah

James Irvin: Cause if the company doesn't have a legal attorney and she shows up and puts on a case and the company doesn't so anything then you know we're kind of left with what we've got, and Jeff Norman says he's gonna file, he wants every plan member to be a witness

Don Hunt: I, I, I couldn't believe I was hearing the conversation, but

James Irvin: I mean Squires has already waged a paper war and I'm not going through another one of those

Don Hunt: Yah, Lynne you're awful quiet

Laughter from Susan Miles and Lynne Day

Lynne Day: I have to admit I was kind of looking stuff up about them on line while you were in the conference because I was getting so frustrated I was taking my time your patients was incredible

Don Hunt: I've got to tell you I'm pretty outspoken and I sit here and I've got white knuckles from not speaking out you handled it super well James

Susan Miles: I agree James you did a great job

James Irvin: Thanks

Susan Miles: Great job

James Irvin: Thanks, I just want to get this thing (laughter from Susan Miles) done and you know you know I feel bad for the individuals because you get the impression that Kegler left them out there hanging and

Don Hunt: Yah

Susan Miles: Yah

Tammy: Yah right

Lynne Day: I agree

James Irvin: And then you know I think that when it was conveyed to them that okay once we wrap up the companies with Squires then everybody's good, but when but they weren't kept up to speed as to what was going on and now they're all kind of hung out there to dry but um

Don Hunt: At the time, when the time is appropriate we as a panel can take that into consideration at the final hearing though can't we?

James Irvin: Well, uh yes and no I mean it could be a factor but you can't I don't think you can take in the fact that they're well yes you can you can take into account the weight you place on it is something different but you can take that into account now if these guys can just get an attorney get the settlement done um I think they can get this resolved I just don't I think these guys are gonna stretch it out uh and it just ain't gonna happen

Susan Miles: Right

Don Hunt: Well what happens if they don't get counsel the date comes up the corporation can't represent itself then are we left with not being able to do anything or as you say does it become a default you said you can't have a default judgment?

James Irvin: Well when we go when the hearing date comes up and if they don't have an attorney for that corporation theoretically Joyce puts on her case um if there is an empty chair we make a decision

Don Hunt: Okay

James Irvin: And then she's just left with dealing with the individuals

Don Hunt: Alright

James Irvin: Um that's that's how it would play out; alright is there anything else from anybody for the good of the order. Ah Susan

Susan Miles: Yes

James Irvin: I'm sure you'll get calls about the rules and all that

Susan Miles: Yah

James Irvin: But ah I'm not practicing law for these folks

Susan Miles: No I thought that if you're in agreement that I will point them to Rule 7 to the boards' regulations, to Ohio Rules of Civil Procedure and the rules of evidence

James Irvin: Yah they get all that online

Susan Miles: And the um case law that's on our website, I can point them to the UPL website, is there anything else that you would like me to um refer them to

James Irvin: Ah

Susan Miles: I mean they can look at form books in the law library

James Irvin: Yah that was the only question because I really just for the panel's purposes I just don't want somebody writing six pages of an essay as a brief

Susan Miles: Right

James Irvin: Um I'm just wondering if is there is there a form bank accessible through the Supreme Courts website?

Susan Miles: Ah probably not, but I can check if there is anything like that, I can um, I don't know off hand

James Irvin: I would at least like to give them a form that shows just the case caption um you know how the how the

Susan Miles: Well the rules yah the rules of practice would be online

James Irvin: And that should have some forms in it?

Susan Miles: I think so. So you're more concerned as to about the format

James Irvin: Now everything else told me is great about directing them

Susan Miles: Okay

James Irvin: Just that in the forms of how they file for motions or anything else

Susan Miles: Right

James Irvin: I just want them to try just just for the purposes of the panel in reading this stuff

Susan Miles: Right right

James Irvin: I would like to have them stay as close to proper format as possible because I don't want them just to submit an essay

Susan Miles: Uh ha

James Irvin: I'd rather have you know break it down into paragraphs that are numbered have headings have an introduction and you know your discussion your conclusion. I want to try to keep this as self contained as possible

Susan Miles: Do the rules of civil procedure have sample forms?

James Irvin: You know it it does I just don't know if they have those it does in the book I don't know if they'd have it online

Susan Miles: Okay

James Irvin: Let just

Susan Miles: Well

James Irvin: Let's just direct them to the rules and if they call back we'll deal with it then

Susan Miles: Okay I mean you know I can certainly um well are you comfortable with me telling them that they may want to look at um forms and pleadings

James Irvin: Yes, I'm fine with that

Susan Miles: To find documents either check with their local law library or I can refer them to the Supreme Court Law Library

James Irvin: Yah that's good

Lynne Day: You know the only

Susan Miles: I'm sure their used to dealing with Pro Se um you know litigants or parties

James Irvin: Right

Lynne Day: I mean my thought to is that I gotta believe that they were getting copied on a lot of the documentation and pleadings and everything else that were being filed in this matter, so it's not as if they've never seen something like that

James Irvin: Well that's what I would think

Lynne Day: I mean this idea that they are certainly entitled to their files from their former counsel, but I gotta believe that they were getting copies of a lot of that as this matter was progressing

James Irvin: Yah I think that's what I thought and that's what I think I just don't know if these folks were throwing stuff away or if they actually did receive anything

Lynne Day: Yah

James Irvin: Ah that's why when you withdraw as counsel your client under the law has a right to get a copy of the entire file

Lynne Day: Oh sure

James Irvin: So that's why if you know call up Kegler get your stuff, call up Squires and get your stuff

Susan Miles: And if they received a copy of the um the notice of this the Status Conference for this week we included with that notice a copy of the litigation schedule, um so they should've had I mean we'll be happy to resend that out just so that there are no questions, but they would have received the litigation schedule that would have probably been the second time cause we sent it out earlier to them

James Irvin: Okay

Susan Miles: And so you know I think you're right they may be getting things but not really paying attention to it

James Irvin: Okay

Susan Miles: So yah we'll be happy to resend that out to them I have no problem with that

James Irvin: That'd be great

Susan Miles: Yep

James Irvin: All right I think that's it

Susan Miles: Thank you

James Irvin: Thanks everybody have a good weekend

Don Hunt: How long how longs this thing been going on?

James Irvin: How long?

Don Hunt: Three years

James Irvin: Technically since 03

Don Hunt: Okay

James Irvin: I made a promise that when I leave this board this case will be over

Laughter from Don Hunt

Susan Miles: Sounds good

Don Hunt: I hope I want it to be over to (laughter from panel members)

James Irvin: Thank you

Susan Miles: Thank you all

Don Hunt: You guys have a good one

Lynne Day: Okay bye

Susan Miles: Bye

Tammy: Bye bye

Susan Miles: Tammy

Tammy: Yes

Susan Miles: You still there

Tammy: Yah I am

Laughter between Susan Miles and Tammy

Susan Miles: Well you and I were the first two and we're the last

Tammy: I know

Susan Miles: Thank you so much for staying on there

Tammy: Oh no problem

Susan Miles: I didn't know that was gonna go so long

Tammy: I know

Susan Miles: I mean James even thought so because well Lybner or on Wednesday he said oh we'll be done in fifteen minutes

Tammy: Okay

Susan Miles: So umm

Tammy: That's fine

Susan Miles: Yah umm that thing with Professor Garble

Tammy: Ah uh

Susan Miles: Did you give that to Nan?

Tammy: I gave that to Nan

Susan Miles: Could you just cal her and tell her that you're going to submit a revised one

Tammy: Ah uh

Susan Miles: And then just change the memo to say that he would like to be reappointed so I guess it's just Joyce

Tammy: Right

Susan Miles: Right where the one that says definitively not right

Tammy: Right

Susan Miles: Okay

Tammy: Yeah I could certainly should I well she probably hasn't given it to Steve yet so I guess I could out that together

Susan Miles: Oh no I don't know if he hasn't

Tammy: Okay

Susan Miles: I'll be happy to do that

Tammy: Thank you

Susan Miles: Anything else

Tammy: No I don't think so, okay no

Susan Miles: Thank you so much for all your help with everything as always

Tammy: Oh you're welcome; no problem sounds like you're going to be busy

Susan Miles: Yeah I think as always

Tammy: And you know that schedule they probably received it at least twice

Susan Miles: Oh they did cause I sent it out um like in March or April we sent it out to everybody

Tammy: Well yeah cause we got all of those little green cards from everybody

Susan Miles: Right right

Tammy: Well

Susan Miles: And the last mailing we sent out of the schedule we sent out regular mail and certified mail

Susan Miles: Right

Tammy: And yesterday Mr. Norman complained that he got four copies

Susan Miles: Oh he did

Tammy: Yah he wants to know why he got four copies of the same document well

Laughter between Susan Miles and Tammy

Tammy: You just can't please them

Susan Miles: I know

Tammy: So I know it went out at least for now they all got a copy of that

Susan Miles: Oh yeah, oh yeah

Tammy: Well okay I will call Nan and we'll take care of that

Susan Miles: Great

Tammy: And um well I'll try to think of anything else

Susan Miles: Nothing else is going on

Tammy: Cool

Susan Miles: Um yeah, it's been pretty quiet

Tammy: Glad to hear it

Susan Miles: So we're just plugging away

Tammy: Good

Susan Miles: You havin' a good time

Tammy: Yeah yeah

Susan Miles: Good well you have a great weekend

Tammy: I will you to

Susan Miles: Thanks I will

Tammy: We'll see you Monday

Susan Miles: Thanks bye bye

Tammy: Thanks so much

Susan Miles: Okay bye

Tammy: Bye

Susan Miles: Thanks Tammy

Tammy: Bye

STATE OF CALIFORNIA

SS:

COUNTY OF [illegible]

Jeffrey Norman, being first duly sworn according to law states that he is a Respondent in this action, that he has personal knowledge of all matters set forth herein and in competent to testify thereto.

Affiant states that on August 17, 2007, affiant was a participant in a Telephone Pre-Hearing Conference before the Board of Commissioners on the Unauthorized Practice of Law of the Supreme Court of Ohio.

Affiant states that the Telephone Pre-Hearing Conference was recorded by Christopher Miller of Columbus, Ohio. Affiant states that the original of said recording is available.

Affiant states that the attached Transcript entitled Pre-Hearing Conference is an accurate Transcript of all that occurred during said Telephone Pre-Hearing Conference.

Affiant further sayeth naught.

Jeffrey Norman

Attached document bears endorsement

Sworn to before me and subscribed to in my presence this_____ day of October, 2009.

NOTARY

Jurat

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 23 day of October,

20 09 by Jeffrey Norman,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Sara Karaouschansky
Signature

(Notary seal)

SARA KARAOUSCHANSKY
COMM. 1829068
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. January 19, 2013

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Telephone pre-hearing letter
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 10/23/09

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions in this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document.

From: Jeff Norman [mailto:inorman18@cox.net]
Sent: Wed 12/5/2007 6:43 PM
To: James L. Ervin, Jr.
Subject: Ex Parte Communications

Dear Chairman Ervin,

As you are aware, Cannon 3 of the Supreme Court of Ohio, Section B states:

(7) "A judge shall not initiate, receive, permit, or consider communications made to the judge outside the presence of the parties or their representatives concerning a pending or impending proceeding except:

(a) Where circumstances require, ex parte communications for scheduling, administrative purposes, or emergencies that do not address substantive matters or issues on the merits are permitted if the judge reasonably believes that no party will gain a procedural or tactical advantage as a result of the ex parte communication."

It has come to my attention that you, as Panel Chairman, may have had "ex parte" communication with witnesses other than Respondents in my case, No. UPL 02-10.

1. Please immediately confirm or deny if you initiated or received any communications with any witnesses in my case.

2. If you did communicate with any witnesses other than Respondents in this case:

   A. Please identify all witnesses that you have had communications with.

   B. Please identify the dates and times the communication took place.

   C. Please describe the method of communication (i.e. in-person, written, telephonic, etc.)

   D. Please describe the subject of the communication.

Your immediate response is respectfully requested.

Very truly yours,

Jeffrey L. Norman
Respondent Pro Se

----- Original Message -----
From: James L. Ervin, Jr.
To: Jeff Norman
Cc: chrisc@bcpanel.state.oh.us ; ledelman@porterwright.com
Sent: Wednesday, December 05, 2007 8:42 PM
Subject: RE: Ex Parte Communications

Mr. Norman:

Your e-mail to me without copying Ms. Edelman raises an issue of an ex parte communication. Nonetheless, in response to your question, advise of a particular witness you are referencing and I will respond.

If you are referencing Mr. Brueggeman, I did speak with him after contacting his legal counsel Alvin Matthews. I spoke with Mr. Brueggeman on only one occasion and solely on the issue raised in your memorandum in opposition regarding the alleged conduct you raise against Ms. Edelman. Prior to speaking with Mr. Brueggeman, I left him a previous voice mail message asking that he contact me for the sole purpose of addressing the issues you raised in your memorandum in opposition only regarding the arguments you make against Ms. Edelman as to her alleged misconduct regarding the affidavit. Mr. Brueggeman made a general statement to me regarding the issue of the proffered affidavit submitted to him by Ms. Edelman, Mr. Brueggeman's statement was not based upon questioning. Mr. Brueggeman also confirmed to me that he did not represent either you, or any other Respondents. My telephone call with Mr. Brueggeman lasted no more than three to five minutes. The final two to one minute of our telephone call was about the joy of fatherhood and him congratulating me on the birth of my son.

The allegations you raised in your memorandum in opposition were serious and the Panel believed it warranted immediate review, particularly in light of the Panel's review of the cross-filed motions for summary judgment and related pleadings. Moreover, the nature of the arguments you made and your characterization of Mr. Brueggeman's comments to you raised an issue as to whether Mr. Brueggeman may have been providing legal counsel to you, and, therefore, an issue arose as to representation - Mr. Brueggeman denied any representation of any Respondents. Anytime an accusation is made against an attorney regarding alleged ethical violations or misconduct, which you raised, and those allegations may have a bearing on the outcome of the matter, the Panel deems it important to address the issue immediately.

If you have any further questions, do not hesitate to contact the Panel.

Thank you, James Ervin

From: Jeff Norman [mailto:tnorman1B@cox.net]
Sent: Wednesday, December 05, 2007 10:35 PM
To: James L. Ervin, Jr.
Cc: christo@sconet.state.oh.us; jedelman@porterwright.com
Subject: Re: Ex Parte Communications

Dear Chairman Ervin,

I believe you may be in violation of Canon 3 Code of Judicial Conduct based on the following information:

It has been disclosed to me that you did speak with Edward Brueggeman, but not just on one occasion as you state below, but rather two separate occasions.

As I noted earlier, (B)(7) of Canon 3 states:

"A judge shall not initiate, receive, permit, or consider communications made to the judge outside the presence of the parties or their representatives concerning a pending or impending proceeding."

Edward Brueggeman is an extremely material witness in this case. You did not disclose to me that you intended to have an ex parte conversation with this material witness. In my understanding that there are no exceptions in Cannon 3 allowing you, as Panel Chairman, to initiate any type of a discussion ex parte with a material witness. Your conversation with Edward Brueggeman, regarding substantive issues was outside of my presence and knowledge.

It is my understanding that a judge shall act at all times in a manner that promotes public confidence and avoids even the appearance of impropriety. If you were in my position, and the Panel Chairman was having secretive ex parte discussions with material witnesses regarding substantive issues, how would you feel about it?

The allegations I made against attorney Joyce Edelman are serious. However, under what authority can the Panel decide to immediately review an allegation of misconduct, and in the process of that review create a violation of judicial conduct? Shouldn't the Panel have reported the allegation of misconduct to the proper authorities or tribunal charged with investigating attorney misconduct, rather than break a judicial Canon?

It is my understanding that Judges are not suppose to have conversations with witnesses ex parte. You stated you only had one conversation with Edward Brueggeman, yet I have been told of two incidences in which you contacted him. I also understand that Alvin Mathews is a close friend of yours and the fact that you had a conversation with him regarding Edward Brueggeman is irrelevant to the issue and may also be in violation of Cannon 3 (B)(7). I believe that my right to a fair and impartial hearing in this case has been compromised by your actions.

Very truly yours,

Jeffrey L. Norman

STATE OF CALIFORNIA

SS:

COUNTY OF ORANGE

Jeffrey Norman, being first duly sworn according to law states that he is a Respondent in this action, that he has personal knowledge of all matters set forth herein and in competent to testify thereto.

Affiant states that on December 05, 2007, affiant was a participant in three e-mail transmissions with Panel Chairman James L. Ervin of the Board of Commissioners on the Unauthorized Practice of Law of the Supreme Court of Ohio.

Affiant states that the e-mail correspondence was copied by him and is an accurate copy of the correspondence that occurred on December 05, 2007. Affiant states that the original electronic computer versions of said correspondence are available.

Affiant states that the attached e-mail correspondence between him and Panel Chairman James L. Ervin is an accurate copy of all three e-mail transmissions.

Affiant further sayeth naught.

Jeffrey Neiman

attached document bears endorsement

Sworn to before me and subscribed to in my presence this_____ day of October, 2009.

NOTARY

Jurat

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 23 day of October, 2009 by Tiffany Morrow, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Sara Karacuschansky
Signature

(Notary seal)

SARA KARACUSCHANSKY
COMM. 1623066
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. January 18, 2013

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

E-mail per leasing title
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date 10/23/09

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to the law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

February 1, 2008

Mark H. Aultman
Special Counsel
633 High Street
Worthington, Ohio 43085

Subject: Grievance of Respondent Jeffrey L. Norman; Response to Letter of January 10, 2008

Dear Mr. Aultman:

This correspondence will supplement my complaint with additional information in regards to what you referred to in your January 10, 2008 letter as "other attorneys". I will also be supplementing my complaint with additional information in regards to violations of judicial conduct of all three panel members assigned to the case. The three panel judges entered into prejudicial and biased discussions at the conclusion of a "Final Pre-Hearing Conference" call. A transcript of this conference call is attached.

Your evaluation of the 9 complaints is frankly irrelevant to the misconduct I am alleging. Those same nine complaints were overruled by the Panel three months earlier on December 30, 2004, thus determining them irrelevant and not leading to evidence of the unauthorized practice of law. Some of those complaints only dealt with obtaining a monetary settlement payment from a previous settlement agreement and again, had nothing to do with the unauthorized practice of law. Those nine complaints (out of 8000 consumers) does not represent "substantial" evidence and since that evidence was overruled three months earlier, it is definitely not "credible" evidence. However, it is not this evidence that demonstrates misrepresentations and misconduct by these "other lawyers".

The irrefutable evidence of misconduct is found in the contradicting representations made in pleadings and motions by some of these lawyers and latter used and capitalized by the other attorneys in other courts. These contradicting misrepresentations consist of the following:

March 3, 2005 Pleadings:	The CBA claims they are "in possession" of substantial and credible evidence.
August 15, 2005 30(b)(5) Deposition:	The CBA, under oath, does not divulge any evidence or facts regarding the substantial and credible evidence they were suppose to already be "in possession" of 5 months earlier.
October 1, 2007:	In motion pleadings, the CBA admits that they were not in possession of ample evidence until August of 2006. However, 18 months earlier they represented to the Ohio Supreme Court that they were already "in possession" of substantial and credible evidence.

These representations contradict themselves and irrefutably prove that the lawyers representing the CBA were "lying" to tribunals, and under oath during testimony, in regards to whether or not they were in possession of evidence. Basically, these lawyers through their own representations, have been caught "Red Handed" lying about evidence and their possession of it. And interesting enough is that they exposed one lie by trying to cover up a previous lie. As I mentioned in my prior facts, the primary lawyers of the CBA have engaged in egregious misconduct through evidentiary misrepresentations. Many of the other lawyers used the results of this misconduct to further their involvement in the case and should also be punished. This is why I listed all applicable lawyers in my original complaint. Again, my complaint here is not whether or not 9 complaints may or may not be the unauthorized practice of law, it is in regards to the lies, misrepresentations and misconduct these lawyers manufactured during the course of the case against myself and my company. My complaint is not about the "credibility" of the evidence; it is about the CBA lawyers lying about whether they had any evidence in the first place.

On October 8, 2007, all three panel judges entered into prejudicial and biased discussions after the conclusion of a "Final Pre-Hearing Conference" call. A transcript of this conference call is attached containing the statements of Panel Chairman James Irvin and panel members Lynne Day and Don Hunt. During the course of their conversation, members of the panel derogatorily referred to myself and respondent Stan Norman as not "being very smart". In the attached transcript, the panel members made the following statements among many others:

Don Hunt: They didn't come across as being very smart to pull things across on us from my perspective

Don Hunt: I've got to tell you I'm pretty outspoken and I sit here and I've got white knuckles from not speaking out you handled it super well James

Lynne Day: I have to admit I was kind of looking stuff up about them on line while you were in the conference because I was getting so frustrated I was taking my time your patients was incredible

James Irvin: <u>I made a promise that when I leave this board this case will be over</u>

Laughter from Don Hunt

Susan Miles: Sounds good

Don Hunt: I hope I want it to be over to (laughter from panel members)

James Irvin: Thank you

From these excerpts of the attached transcript, you can see that Panel Member Lynne Day was playing on her computer instead of her duty to pay attention during the conference call. Also in clear violation, Ms. Day admits that she was actually "surfing the net" looking up information on myself and other Respondents on the internet during the preceding conference call instead of paying attention to the issues at hand. A panel member, acting as a trior of fact, is sworn to take all reasonable steps to avoid all outside information or influences. How is one to know what websites she was on? Was that information corroborated? This act makes her not a

fair and impartial trior of fact. I believe Ms. Day should be removed as a panel member and disciplined accordingly. Also note that Ms. Day indicates that she went on-line on the computer because she was "getting so frustrated".

Chairman James Irvin indicated a bias as he apparently made a promise to the Board that my case would be over when he leaves this board. This personal quest and bias towards the case was evident in the extremely unfair and rushed litigation schedule. Numerous reasonable requests for additional time were denied, resulting in extreme pressure to meet virtually unattainable timelines. Chairman James Irvin was not interested in discovering the truth of the evidence, but more concerned with keeping his irrelevant promise to the Board.

Panel Member Don Hunt apparently developed "white knuckles" doing his duty. This panel has violated its code of judicial conduct and needs to be dismissed from the case. The panel members laughed about respondents, joked about respondents, mocked respondents such as myself, and viewed outside information relevant to the case in violation of the code of judicial conduct. I also feel that Panel Chairman James Irvin should be held more accountable then any of them, since he was in charge of the Panel. I feel this panel violated the following codes of judicial conduct:

> A judge shall require staff, court officials, and others subject to the judge's direction and control to observe the standards of fidelity and diligence that apply to the judge and to refrain from manifesting bias or prejudice in the performance of their official duties.
>
> A judge shall not make unnecessary appointments. A judge shall exercise the power of appointment impartially and on the basis of merit. A judge shall avoid nepotism and favoritism.
>
> A judge who has knowledge that another judge has committed a violation of this Code shall report the violation to a tribunal or other authority empowered to investigate or act upon the violation.

B(5). A judge must refrain from speech, gestures or other conduct that could reasonably be perceived as bias or prejudice (including sexual harassment) and must require the same standard of conduct of others subject to the judge's direction and control.

Mr. Aultman. Please read the entire attached transcript of this conference call. I am sure you will feel the bias and disgust as I have.

Very truly yours,

Jeffrey L. Norman
Respondent
17 Fox Hole Road
Ladera Ranch, Ca 92694
(949) 400-4097

Enclosures:
Conference Call Transcript

MARK H. AULTMAN
ATTORNEY AND COUNSELOR AT LAW
633 HIGH STREET
WORTHINGTON, OHIO 43085

TELEPHONE
(614) 436-3150

FAX
(614) 436-3154

February 19, 2008

PERSONAL AND CONFIDENTIAL

Jeffrey L. Norman
17 Fox Hole Road
Ladera Ranch, CA 92694

Re: Your Letter of 2-1-08

Dear Mr. Norman:

As I previously explained, there is more than ample indication that the Columbus Bar Association was in possession of substantial and credible evidence indicating a violation of Ohio law concerning unauthorized practice well before March 3, 2005. This does not mean, however, that evidence would have been sufficient to establish the CBA's case in the face of contrary evidence or even that it all would have been admissible.

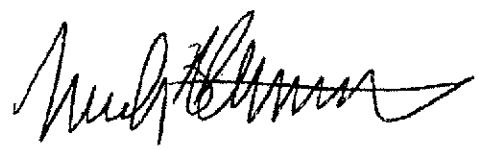
The fact that a newly appointed Chairperson was unable to state in a deposition what the CBA's evidence was, and the fact that other evidence of continuing violations subsequently accumulated, does not change that aspect of the matter for disciplinary purposes. You may or may not have a valid legal argument for evidentiary and admissibility purposes, but the function of the disciplinary process is to investigate impropriety by individual lawyers and not to determine the correctness of legal arguments or decisions. The kinds of arguments you are making are the kind that should be raised in the case itself, or in an appeal or objection to the determinations in that case.

Your letter of 2-01-08 also raises additional matters against additional lawyers. My authority as special counsel is limited to investigating the grievances your earlier filed. It appears to me, however, that the additional complaint you make is one whose investigation would interfere with an ongoing judicial proceeding, and that a disciplinary agency would normally defer an investigation until the case in chief is concluded, since the arguments you make are ones that can still be made and ruled upon

in an appeal or objection in the ongoing case. If you want the disciplinary aspects of the matter investigated, in other words, you probably want to wait until you have pursued your other remedies concerning the matters you raise.

In any event, I have closed my file on the grievances you filed on November 29, 2007.

Very truly yours,



Mark H. Aultman
Special Counsel

MHA/tbc

Proof of Service

A copy of the foregoing Motion for Reconsideration was mailed to the following by First Class U.S. Mail, postage prepaid on the 26 day of October, 2009.

Bruce A. Campbell, Esq., Columbus Bar Association, 175 South Third Street, Suite 1100, Columbus, Ohio, 43215; Susan B. Christoff, Esq., Board on the Authorized Practice of Law, The Supreme Court of Ohio, 65 South Front Street, 5th Floor, Columbus, Ohio, 43215-3431; Joyce Edelman, Attorney for Relator, Porter, Wright, Morris & Arthur, LLP, 41 South High Street, Columbus, Ohio, 43215; John N. MacKay, Attorney for OSBA, Shumaker, Loop & Kendrick, LLP, 1000 Jackson Street, Toledo, Ohio, 43604; Eugene P. Whetzel, General Counsel, OSBA, Ohio State Bar Association, 1700 Lake Shore Drive, Columbus, Ohio, 43204; Christopher J. Moore, Attorney for Respondents, Joseph Hamel and Timothy Holmes, Moore & Scribner, 3700 Massillon Road, Suite 380, Uniontown, Ohio, 44685; James P. Tyack, Attorney for Respondent, Adam Hyers, 536 South High Street, Columbus, Ohio, 43215; Stanley Norman, 12 Bordeaux, Coto De Caza, California 92679; Jeff Alten, 25302 Wolf Road, Bay Village, Ohio, 44140; William Downs, 1682 Lexington Drive, Lancaster, Ohio, 43130; Joseph Ehlinger, 127 19th Street, Findlay, Ohio, 45840; Luther Mack Gordon, 3420 Sodom Road, Casstown, Ohio, 45313; Steve Grote, 4941 N. Arbor Woods Court, Apt. 302, Cincinnati, Ohio, 45248; David Helbert, 195 Beachwood Avenue, Avon Lake, Ohio, 44012; Samuel Jackson, 7789 Windward Drive, Massillon, Ohio, 44646; Harold Miller, 4083 Guston Place, Gahanna, Ohio, 43230; Chris Miller, 295 Laurel Lane, Pataskala, Ohio, 43062; Paul Morrison, 8580 State Route 588, P.O. Box 361, Rio Grande, Ohio, 45674; Eric Peterson, 5014 Marigold Way, Greensboro, North Carolina 27410-8209; Jack Riblett, 952 South Brinker Avenue, Columbus, Ohio, 43204; Richard Rompala, 19559 Echo Drive, Strongsville, Ohio, 44149; Daniel Roundtree, 1273 Serenity Lane, Worthington, Ohio, 43085; Vern Schmit, 1024 JosiahMorris Road, London, Ohio, 43140; Alexander Schlop, 2090 State Route 725, Spring Valley, Ohio, 453709; Jerrold Smith, 152 Elm Street, Ravenna, Ohio, 44266; Patricia Sooe, 3037 Lisbon-Canfield Road, Leetonia, Ohio, 44431; Anthony Sullivan, 1587 Ringfield Drive, Galloway, Ohio, 43119; and Dennis Quinlan, 1267 Pine Valley Court, Ann Arbor, Michigan, 48104-6711

Respectfully submitted,

Jeffrey L. Norman, Respondent Pro Se