

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

In Re: : **10-1693**

Complaint against : **Case No. 06-037**

Dea Lynn Character : **Findings of Fact,**

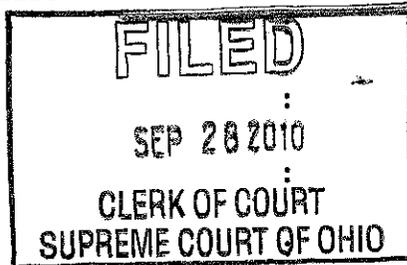
Attorney Reg. No. 0042158

**Conclusions of Law and
Recommendation of the
Board of Commissioner on
Grievances and Discipline of
The Supreme Court of Ohio**

Respondent

Disciplinary Counsel

Relator



INTRODUCTION

The hearing panel heard this matter over four days in October and November 2009 on the sixth amended complaint filed by Disciplinary Counsel against Respondent Dea Lynn Character, who was admitted to practice on November 6, 1989. Members of the hearing panel (the "panel") were chair, Cynthia Fazio of Cincinnati and Steve Rodeheffer of Portsmouth. The third member of the panel was unable to attend the first day of the hearing and the two-member panel proceeded to hear all the testimony on the subsequent hearing dates. None of the panel members resides in the appellate district from which the complaint arose or served as a member of the probable cause panel that reviewed this Complaint.

At the hearing, attorney Heather Hissom represented Relator and Respondent was represented by attorney Gerald R. Walton. Respondent, who is currently incarcerated, was present only for the November 13, 2009 hearing held at the Ohio Reformatory for Women. The videotaped deposition of Respondent taken on September 18 and 28, 2009, was also played

during the hearing. The parties prepared stipulations and incorporated them by reference with the exception of the stipulations that relate to Count 20.

Count 20 deals with Respondent's guilty pleas to ten (10) felony counts in June 2009 in Cuyahoga County Common Pleas Court in connection with a mortgage fraud scheme and subsequent sentence of incarceration imposed in July 2009. However, an appeal of that conviction is currently pending and has not yet been resolved. Upon Respondent's motion to bifurcate, the panel separated this count from the rest of the amended complaint to be heard and resolved at a later time. At the hearing, Relator dismissed Counts 2, 3, 8, 9, and 14 of the Sixth Amended Complaint.

PROCEDURAL HISTORY

On May 6, 2006, this matter was certified to the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio ("the Board"). On May 10, 2006, a two-count Complaint was filed by the Cuyahoga County Bar Association.

On June 12, 2006, an eight-count Amended Complaint was filed by the Cuyahoga County Bar Association.

On October 9, 2006, a nine-count Second Amended Complaint was filed by the Cuyahoga County Bar Association. On November 3, 2006, Respondent filed an Answer to Relator's Second Amended Complaint.

On May 10, 2007, a thirteen-count Third Amended Complaint was filed by the Cuyahoga County Bar Association. On June 22, 2007, a Motion for Extension of Time to File Answer to Third Amended Complaint was filed; the request was granted on June 25, 2007. On July 26, 2007, Motion for Extension of Time to File Answer to Third Amended Complaint was filed; the motion was granted and Respondent was given until July 31, 2007 to file her answer to the Third

Amended Complaint. On August 1, 2007, the answer to the Third Amended Complaint was filed.

On June 6, 2007, Notice of Appearance as Counsel for Respondent was filed by Gerald R. Walton.

On September 25, 2007 (a second duplicate motion was dated September 28, 2007), Relator filed a Motion for Order Compelling Psychological Evaluation. On October 24, 2007, pursuant to Gov. Bar R. V(7)(C), Respondent was ordered to submit to a psychiatric examination by Dr. Arthur L. Rosenbaum ("Rosenbaum") to determine if she suffered from mental illness. On November 30, 2007, Rosenbaum filed his summary of psychiatric examination with the Board. Rosenbaum concluded, that based upon his examination of Respondent and the information at his disposal, he did not find evidence of a mental illness, that impairs Respondent's ability to practice law.

On March 6, 2008, Julius R. Gerlack, Co-Counsel for Relator, filed Notice of Withdrawal of Counsel.

On April 1, 2008, a sixteen-count Fourth Amended Complaint was filed by the Cuyahoga County Bar Association.

On April 3, 2008, Relator, Disciplinary Counsel, filed its Notice of Appearance of Counsel.

On April 7, 2008, Ellen Mandell, on behalf of the Cuyahoga County Bar Association, filed a Notice of Withdrawal of Counsel.

On May 8, 2008, Relator filed Relator's First Set of Interrogatories and Request for Production of Documents. On July 8, 2008, Relator filed Relator's Motion to Compel Discovery. On August 20, 2008, the Board granted the Motion and Ordered the Respondent to

produce the documents and information set forth on Attachment A to the Order no later than 30 days from the date the Order was filed.

On January 7, 2009, a nineteen-count Fifth Amended Complaint and Certificate was filed by Disciplinary Counsel. On February 18, 2009, Respondent filed an answer to Relator's Fifth Amended Complaint.

On July 29, 2009, Disciplinary Counsel filed a twenty-count Sixth Amended Complaint and Certificate against Respondent which alleged the following:

- **Count 1** alleged that Respondent violated DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit or misrepresentation]; DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 1-104(A)-(C) [failure to maintain malpractice insurance, failure to inform clients and failure to obtain waivers]; DR 2-102(B) [practicing under a name that is misleading to the public as to the identity of a lawyer or lawyers practicing under the name]; DR 2-102(C) [a lawyer shall not hold herself out as having a partnership with one or more lawyers unless they are in fact partners]; DR 6-101(A)(3) [neglect of a legal matter]; DR 7-101(A)(1) [intentionally fail to seek lawful objectives of client]; DR 7-101(A)(2) [intentionally fail to carry out contract of employment]; DR 7-101(A)(3) [intentionally cause prejudice or damage to a client]; DR 9-102(A) [failure to preserve identity of client funds]; DR 9-102(A)(2) [co-mingling of client funds]; DR 9-102(B)(4) [failure to promptly pay or deliver to the client the funds or property with the client is entitled to receive]; and DR 9-102(E) [failure to maintain an IOLTA account].

- **Count 2** alleged that Respondent violated Gov. Bar R. V(4)(G) [failure to cooperate].

- **Count 3** alleged that Respondent violated DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; and DR 1-102(A)(3) [illegal conduct involving moral turpitude].

- **Count 4** alleged that Respondent violated DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 2-102(B) [practicing under a name that is misleading to the public as to the identity of a lawyer or lawyers practicing under the name]; DR 2-102(C) [a lawyer shall not hold herself out as having a partnership with one or more lawyers unless they are in fact partners]; DR 6-101(A)(3) [neglect of a legal matter]; DR 6-101(A)(2) [handling a matter with inadequate preparation]; DR 7-101(A)(1) [intentionally fail to seek lawful objectives of client]; DR 7-101(A)(2) [intentionally fail to carry out contract of employment]; and DR 7-101(A)(3) [intentionally cause prejudice or damage to a client during the course of the representation].

- **Count 5** alleged that Respondent violated DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; and DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law].

- **Count 6** alleged that Respondent violated DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(5) [conduct prejudicial to the

administration of justice]; and DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; and DR 9-102(A)(2) [co-mingling of client funds].

- **Count 7** alleged that Respondent violated DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 2-102(B) [practicing under a name that is misleading to the public as to the identity of a lawyer or lawyers practicing under the name]; DR 2-102(C) [a lawyer shall not hold herself out as having a partnership with one or more lawyers unless they are in fact partners]; and DR 9-102(A)(2) [co-mingling of client funds].

- **Count 8** alleged that Respondent violated DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 6-101(A)(3) [neglect of a legal matter]; DR 6-101(A)(2) [handling a matter with inadequate preparation]; DR 7-101(A)(1) [intentionally fail to seek lawful objectives of client]; DR 7-101(A)(2) [intentionally fail to carry out contract of employment]; DR 7-101(A)(3) [intentionally cause prejudice or damage to a client during the course of the representation]; and Gov. Bar R. V(4)(G) [failure to cooperate].

- **Count 9** alleged that Respondent violated DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; and Gov. Bar R. V(4)(G) [failure to cooperate].

- **Count 10** alleged that Respondent violated DR 1-102(A)(3) [conduct involving moral turpitude]; DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 1-104(A)-(C) [failure to maintain malpractice insurance, failure to inform clients and failure to obtain waivers]; DR 2-106(A) and (B) [charging a clearly excessive fee]; DR 2-107(A) [prohibiting division of fees among lawyers not in the same firm without written disclosure to the client]; DR 5-104 [limiting business relationships with clients]; DR 5-105 [accepting employment when the interests of another may adversely affect the lawyer's judgment]; DR 9-102(A)(2) [co-mingling of client funds]; and Gov. Bar R. V(4)(G) [failure to cooperate].

- **Count 11** alleged that Respondent violated DR 1-102(A)(3) [illegal conduct involving moral turpitude]; DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 2-106(A) and (B) [charging a clearly excessive fee]; DR 5-104 [limiting business relationships with clients]; DR 5-105 [accepting employment when the interests of another may adversely affect the lawyer's judgment]; DR 9-102(A)(2) [co-mingling of client funds]; and Gov. Bar R. V(4)(G) [failure to cooperate].

- **Count 12** alleged that Respondent violated DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 2-102(B) [practicing under a name that is misleading to the public as to the identity of a lawyer or lawyers practicing under

the name]; DR 2-102(C) [a lawyer shall not hold herself out as having a partnership with one or more lawyers unless they are in fact partners]; DR 2-106(A) and (B) [charging a clearly excessive fee]; DR 2-107(A) [prohibiting division of fees among lawyers not in the same firm without written disclosure to the client]; DR 6-101(A)(3) [neglect of a legal matter]; DR 6-101(A)(2) [handling a matter with inadequate preparation]; DR 7-101(A)(1) [intentionally fail to seek lawful objectives of client]; DR 7-101(A)(2) [intentionally fail to carry out contract of employment]; DR 7-101(A)(3) [intentionally cause prejudice or damage to a client during the course of the representation]; DR 9-102(A)(2) [co-mingling of client funds]; and Gov. Bar R. V(4)(G) [failure to cooperate].

- **Count 13** alleged that Respondent violated Gov. Bar R. V(4)(G) [failure to cooperate].
- **Count 14** alleged that Respondent violated DR 1-102(A)(3) [conduct involving moral turpitude]; DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; and DR 7-101(A)(3) [intentionally cause prejudice or damage to a client during the course of the representation].
- **Count 15** alleged that Respondent violated DR 1-102(A)(3) [conduct involving moral turpitude]; DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; and DR 7-101(A)(3) [intentionally cause prejudice or damage to a client during the course of the representation].
- **Count 16** alleged that Respondent violated DR 1-102(A)(3) [conduct involving

moral turpitude]; DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 5-104(A) [limiting business transactions with a client]; and DR 7-101(A)(3) [intentionally cause prejudice or damage to a client during the course of the representation].

- **Count 17** alleged that Respondent violated Prof. Cond. R. 7.5(a) [firm name that is misleading as to the identity of the lawyer or lawyers practicing under the name]; Prof. Cond. R. 7.5(d) [lawyers may state or imply that they practice in a partnership or other organization only when that is the fact]; Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(c) [a lawyer shall inform a client at the time of the client's engagement of the lawyer or at any time subsequent to the engagement if the lawyer does not maintain professional liability insurance]; Prof. Cond. R. 1.5(a) [a lawyer shall not make an agreement to charge, or collect an illegal or clearly excessive fee]; Prof. Cond. R. 8.4(c) [conduct involving dishonesty, fraud, deceit or misrepresentation]; and Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer's fitness to practice law].

- **Count 18** alleged that Respondent violated Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(c) [a lawyer shall inform a client at the time of the client's engagement of the lawyer or at any time subsequent to the engagement if the lawyer does not maintain professional liability insurance]; Prof. Cond. R. 1.5(a) [a lawyer shall not make an agreement to charge, or collect an illegal or clearly excessive fee]; Prof. Cond. R.

8.4(c) [conduct involving dishonesty, fraud, deceit or misrepresentation]; and Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer's fitness to practice law].

- **Count 19** alleged that Respondent violated Prof. Cond. R. 8.4(b) [illegal act that reflects adversely on the lawyer's honesty or trustworthiness]; Prof. Cond. R. 8.4(c) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; Prof. Cond. R.

8.4(d) [conduct that is prejudicial to the administration of justice]; and Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer's fitness to practice law].

- **Count 20** alleged that Respondent violated DR 1-102(A)(3) [conduct involving moral turpitude]; DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; Prof. Cond. R. 8.4(c) [conduct involving, dishonesty, fraud, deceit, or misrepresentation]; Prof. Cond. R. 8.4(d) [conduct that is prejudicial to the administration of justice]; and Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer's fitness to practice law].

FINDINGS OF FACT

Count One

1. Respondent represented Barbara Williams in regards to her discharge from University Hospital of Cleveland.
2. During the representation, Respondent represented herself as an attorney with the firm of Character, Character & Associates. (Stip. ¶4)
3. Respondent and Williams discussed the matter at Williams's residence on or about

April 28, 2004, at which time a written fee agreement and an authorization for release of records was executed. (Stip. ¶5)

4. Under the terms of the fee agreement the Respondent received a flat fee of \$750.
5. Paragraph One of the agreement provides that representation will be for "all proceedings through the possible settlement of these matters." Such paragraph further states:

It is understood and agreed that said sum does not include ATTORNEYS' services for trial and/or a hearing of these matters or services on appeal or a separate matter that stems from these matters, should a trial, hearing, appeal or separate matter be necessary.

6. The fee of \$750.00 was not deposited into Respondent's IOLTA account. (Stip. ¶3)
7. Respondent, in July 2004, again met with Williams to discuss Williams's employment and unemployment compensation hearing. (Stip. ¶6). During this meeting, Respondent assisted Williams with forms and documents that had been sent to Williams by the OBES and represented to Williams that she would request copies of Williams's employment records from University Hospitals which related to her termination. (Stip. ¶6)
8. Respondent learned that Williams had been fired from her job for recording patient information and other personal information prior to the time the information was determined. (9/28 Depo. Tr. 174)
9. Respondent told Williams that her father had served on the board of the University Hospital for some time and that the president was someone that she knew, and that she would try to contact the staff person for Williams. (9/28 Depo. Tr. 177-178)

10. Respondent also represented to Williams that she would contact Dr. Jackson, the chief of staff and also her father's personal physician (as well as someone her father knew from the board) to determine if she could help her get another position. (9/28 Depo. Tr. 178)
11. The legal work described in paragraphs 7 and 8 above, was done after the retainer was paid to Respondent. (9/28 Depo. Tr. 178)
12. Respondent sent letters to obtain Williams's personnel file, memos, policies, and the employment manual. (9/28 Depo. Tr. 178)
13. Respondent contacted Dr. Jackson's offices on two occasions, but never talked to the doctor directly. (9/28 Depo. Tr. 178 -179)
14. Respondent wrote to the president of University Hospital and inquired whether Williams could obtain another job. In this same regard, Respondent discussed the possibility of Williams working at a new clinic they were starting, but due to a lack of a license, Williams did not pursue that opportunity. (9/28 Depo. Tr. 179)
15. Respondent contacted "unemployment" approximately four (4) times to learn why Williams was not receiving her checks and talked with Williams several times about this issue. (9/28 Depo. Tr. 180)
16. Respondent filled out the documents for the Williams unemployment appeal. (9/28 Depo. Tr. 180)
17. Williams advised Respondent that a hearing before the Ohio Compensation Review Commission was scheduled on September 27, 2004. Respondent did not attend.
18. The unemployment compensation claim of Williams was not allowed (Stip. ¶8) and Williams ultimately lost her attempt to get unemployment compensation.

19. During this period, Respondent held herself out as a member of a law firm bearing the name Character, Character & Associates, when in fact there was no such law firm. Respondent felt that "associates" meant attorneys outside her office with whom she co-counseled on a regular basis.
20. Respondent further indicated that James Flaherty, a professor at Cleveland State University, signed off on the issue of the use of the name Character, Character & Associates. (9/28 Depo. Tr. 188)
21. Respondent's counsel admits (Tr. 41) that Respondent did not have malpractice insurance and did not obtain a waiver from her clients.
22. Respondent's counsel admits that Respondent practiced law on occasion without an IOLTA account. (Tr. 41)

Count Four

23. Respondent represented David Rowe ("Rowe") in United States Bankruptcy Court for the Northern District of Ohio, and filed a Chapter 13 petition (Case No. 05-14269) on April 3, 2005. (Exhibit 5)
24. On April 6, 2005, an Order for Respondent to Appear and Show Cause was issued by the United States Bankruptcy Court for the Northern District of Ohio. Character was to appear on April 26, 2005, and show cause why the filing fees were not paid relative to ten bankruptcies including one filed for Rowe. (Exhibit 8)
25. The show cause hearing was adjourned to May 10, 2005 so that Respondent could pay the required filing fees. (Exhibit 13)
26. Respondent explained to the Panel that she had a problem in getting the bankruptcy clerk to accept her credit card to pay filing fees. This problem was eventually corrected on

May 9, 2005, with Respondent paying the fees with her own funds. (Exhibit 12, 9/28 Depo. Tr. 192)

27. Respondent failed to appear at the hearing on the motion to dismiss scheduled for May 10, 2005. (Exhibit 10)
28. On June 23, 2005, Judge Pat E. Morgenstern-Clarren filed a show cause order requiring Respondent to appear on July 26, 2005, to show cause why Rowe had failed to file a Chapter 13 Plan, together with schedules and financial statements. (Exhibit 14)
29. Respondent failed to appear at the actual July 26, 2005 hearing, though she asserts she came to the hearing and spoke with the bailiff. Respondent testified that she did not know why the hearing was scheduled because she had previously filed a motion to dismiss the case. (9/28 Depo. Tr. 197)
30. Respondent represented herself as an attorney with the firm of Character, Character & Associates. (Stip. ¶10)

Count Five

31. On July 8, 2005, a pro se bankruptcy petition was filed in United States Bankruptcy Court for the Northern District of Ohio (Case No. 05-19943) by Ora Heard (“Heard”). (Exhibit 16)
32. On July 13, 2005, Bankruptcy Judge Pat E. Morgenstern-Clarren filed an order requiring Respondent to appear on July 26, 2005, “to show cause regarding her involvement in this case.” The basis for the issuance of this order is set forth in the first paragraph wherein the judge states:

The debtor's petition states that she is representing herself, however, the clerk's office informed the court that attorney Dea Character accompanied the debtor when she filed the case. (Exhibit 18)

33. Respondent testified that Heard was not her client, and she did not represent her. (9/28 Depo. Tr. 202)
34. Respondent failed to appear at the actual July 26, 2005 hearing and claims she did not receive notice. (9/28 Depo. Tr. 202)

Count Six

35. On April 6, 2005, an Order was issued by the United States Bankruptcy Court for the Northern District of Ohio for Respondent to Appear and Show Cause on April 26, 2005, due to filing fees not being paid relative to ten bankruptcies. (Exhibit 8)
36. On April 26, 2005, the United States Bankruptcy Court for the Northern District of Ohio issued an order prohibiting Respondent from filing any further bankruptcies "for reasons stated in open court and on the record." The panel never received a transcript of these proceedings. This Order does not indicate the date and time of any hearing. (Exhibit 11)
37. The show cause hearing was adjourned to May 10, 2005 so that Respondent could make the required filing fees. (Exhibit 13)
38. On May 9, 2005, Respondent paid the filing fees in relation to the ten bankruptcies with her own funds. (Exhibit 12, 9/28 Depo. Tr.192)
39. Respondent failed to appear at the hearing on the motion to dismiss scheduled for May 10, 2005 because her daughter was ill and required her care. (Stip. ¶13)
40. The apparent reason for the April 26, 2005 order is set forth in a subsequent order of Judge Morgenstern-Clarren dated May 10, 2005, wherein she recites that Respondent was

cited in ten of her bankruptcy cases to explain why the filing fees had not been paid, even though the petition in each case recited that they had been paid. (Exhibit 13)

41. Respondent explained that she had trouble with her credit card being accepted by the bankruptcy clerk, and that the clerk would not accept cash payments. (9/28 Depo. Tr. 189-190)

42. The hearing was rescheduled to May 24, 2005, and Respondent appeared at such hearing.
(Exhibit 13, 9/28 Depo. Tr. 19-20)

Count Seven

43. On June 24, 2005, bankruptcy Judge Arthur Harris for the United States Bankruptcy Court for the Northern District of Ohio issued an order requiring Respondent to appear on July 18, 2005, and show cause why she should not be sanctioned for deficiencies in eleven pending bankruptcy cases. (Exhibit 20)

44. Pages 5-7 of the June 24th Order listed each case and the purported deficiencies. The deficiencies include unpaid filing fees, failure to file schedules, failure to file Chapter 13 plans, and other procedural problems. (Exhibit 20)

45. On July 15, 2005, Respondent filed a Motion to Continue the Show Cause Hearing (Exhibit 21) which was granted until July 25, 2005. (Exhibit 22)

46. Following the July 25, 2005 hearing, Judge Harris issued an order (Exhibit 25) that directed that Respondent was prohibited from filing any new bankruptcies in the Northern District of Ohio until she did all of the following: (i) pay all unpaid filing fees for the eleven cases that were the subject of the hearing; (ii) file and serve on the debtors updated attorney fee disclosure statements; and (iii) disgorge all attorney fees paid to her in connection with the listed cases and once such fees were disgorged file with the court

and serve on the debtors an affidavit setting forth the amounts repaid and the dates of the repayment(s).¹

47. Respondent testified that she paid the filing fees (Exhibit 12) and that there were no disclosure statements to file or fees to disgorge because none of the clients had paid any fees. (9/28 Depo. Tr. 206-207)

Count Ten

48. Respondent represented Jewell Jackson (“Jackson”) in several legal matters, which included post-decree domestic relations and real estate matters. (Stip. ¶ 67)
49. At the time of the representation, Respondent did not have malpractice insurance and did not inform Jackson of this fact.
50. Jackson received SSI disability for post traumatic stress disorder, phobia and other illnesses. (Tr. 415) Jackson also attended special education classes from elementary school through high school and admits that she has issues with comprehension and confusion.
51. Notwithstanding Jackson’s mental and emotional problems, the panel finds that she evidenced normal memory recall and comprehension during her testimony.
52. Respondent began representing Jackson on an eviction matter in April 2002. (Tr. 418)
53. Respondent along with Cynthia Smith (“Smith”) then began working with Jackson on a post-decree matter related to different pensions from LTV Steel and real estate matters (Darley Road and Hyde Park Avenue). (Tr. 416-430)

¹ Many of the deficiencies listed in the June 24, 2005 order were not addressed in the July 25, 2005 order. (See Rel. Ex. 20 and 25)

54. Jackson was aware that Smith would also be representing her along with Respondent.
(9/28 Depo. Tr. 213; Tr. 418)
55. Jackson did not sign a fee agreement in relation to this representation and did not know how much she was going to owe Respondent for her work except that, in 2003, Respondent and Smith told Jackson that it would cost her a "lot of money" - like \$29,000.
(Tr. 419)
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56. At the time Jackson hired Respondent, Jackson had been ordered to vacate her residence on Cleveland Heights Avenue.
57. Jackson claims to have been deprived of \$11,000 of proceeds from the sale of property on Darley Road, however, this transaction was completed prior to the time that Jackson hired Respondent. (Tr. 509, 510)
58. Jackson alleges that Respondent received what should have been her money from this transaction, but no evidence supporting this allegation was presented to the panel. (Tr. 509-510)
59. Jackson received \$35,000 from her former husband in October 2003 from the sale of the Hyde Park Avenue house. (Tr. 477) Jackson contends that she was supposed to get \$60,000, but Respondent advised her to take the \$35,000 because her ex-husband had already disposed of the sale proceeds. (Tr. 501)
60. Jackson also admits that from her portion of the sale proceeds, \$20,000, was paid to her former attorneys who had a lien on the property (Tr. 469), which would make up some of the difference between what she expected to receive (\$60,000) and what she actually received (\$35,000).

61. Jackson contends, and Respondent admits, that \$15,000 of the sale proceeds was paid to Respondent for attorney fees. (Tr. 427, 477, 502; 11/13 Hrg. Tr. 55)
 62. Jackson contends that the \$15,000 was for representing her in a malpractice suit against her former divorce lawyers. (Tr. 517)
 63. The panel cannot determine what, if any, legal work the Respondent did to earn these funds.
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64. According to Jackson the remainder of the funds from the sale of Hyde Park Avenue property (\$20,000) were distributed as follows: \$5,000 to Reginald Adams ("Adams") for back rent (Tr. 502) and \$14,800 was stored in a safety deposit box. (Tr. 503, 504)
 65. Later, Jackson gave \$4,800 to Respondent to invest in a company called Skywater Investments. (Tr. 528). The remainder of the money was used to purchase furniture.
 66. Skywater Investment Group was a division of Time Reveals, LLC. (9/28 Depo. Tr. 222) Respondent was the Senior Vice-President of Legal and Business Affairs for Time Reveals, LLC. Although Respondent did not have an ownership interest in this entity, she had some oversight over the use of the money. (11/13 Hrg. Tr. 11)
 67. Jackson contends that her Skywater investment funds were never returned to her. (Tr. 505)
 68. Respondent asserts, however, that the funds were returned and distributed as follows: \$2,000 to Reginald Adams for rent; \$1,000 to Respondent's mother for rent; and \$2,000 to Respondent for legal fees.
 69. Ms. Jackson, with Respondent's urging, purchased property on 124th Street. At the close of this transaction, Respondent was paid \$3,750 for miscellaneous work.

70. After the closing on this property transaction, the Respondent and Cynthia Smith terminated their representation of Jackson.
71. At some time during the representation, a qualified domestic relations order was issued that allowed Jackson to receive \$345 a month from her former husband's pension. (Respondent's Exhibit 2) It is not apparent from the record that Respondent had anything to do with the issuance of this order.
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72. On May 4, 2004, Jackson testified that she walked the motion through court to obtain funds from her former husband's 401(k) plan with Hartford. (Tr. 513)
73. Respondent appeared with Jackson for the hearing on August 17, 2004, at which Mr. Jackson agreed to pay his former wife \$20,500. (Exhibit 26)
74. For reasons that were not revealed in the testimony, Mr. Jackson paid \$1,000 to his former wife on the day of the hearing (August 17, 2004) and then \$20,500 on September 17, 2004. (Exhibits 28, 29)
75. Jackson paid Respondent \$3,000 in attorney fees when she received the check from her former husband on September 17, 2004. (Exhibit 29)
76. By Respondent's own admissions she received the following fee payments from Jackson:
- a. \$15,000 from Cleveland Heights property closing;
 - b. \$3,750 from the closing on the 124th Street property;
 - c. \$3,000 from 401(k) distribution; and
 - d. \$2,000 from the Skywater investment return.

These payments resulted in a total fee of \$23,750.

77. With the exception of the real estate closing on the 124th Street property, the panel was not presented with any specific itemization for Respondent's time and effort on behalf of Jackson.
78. The panel further finds that with the exception of assisting with the closing on the 124th Street property and attending the hearing relating to Mr. Jackson's 401(k) plan, there does not appear to have been anything approaching \$23,500 of legal work performed by Respondent on behalf of Jackson.
79. The panel also finds that other than the \$2,000 that Respondent received from the Skywater money, Jackson was aware of the fees that were being paid to Respondent. However, Jackson was not a sophisticated individual and the evidence revealed that Respondent attained a position of trust with Jackson by taking her to dinner, socializing with her, and by helping her find housing.
80. The panel finds that Respondent failed to cooperate with the Cuyahoga County Bar Association's investigation in that:
- a. She failed to attend scheduled interviews. (Tr. 357, 358)
 - b. She failed to make a timely, orderly and organized production of her files and other documents. (Tr. 359)
 - c. She arrived late for appointments and her deposition. (Tr. 359)

Count Eleven

81. During the course of her representation of Jackson, Respondent assisted her in finding places to live.

82. After Jackson was evicted from her home in Cleveland Heights, Respondent assisted her in finding a residence on Euclid Avenue in Cleveland. That property was owned by Reginald Adams (“Adams”). Rent was to be \$700 a month, but she only paid \$200 or \$300 during the time she lived there. (Tr. 432-33)
83. Jackson did not know that Adams was also a client of Respondent. (Tr. 435)
-
- Jackson was aware at the time she would have to pay Adams the difference between what she was paying and the actual rental that was due. (Tr. 435)
84. Jackson made her monthly rent payments directly to Respondent. (Tr. 434)
85. Jackson stayed approximately one year in the Euclid Avenue house and then moved to a house owned by Respondent's sister on Hurst Avenue. (Tr. 436)
86. Rent at the Hurst Avenue house was \$150 a month. Jackson made her monthly rent payments directly to Respondent. (Tr. 438)
87. The property had sewage backup, poor plumbing and was infested with insects. (Tr. 439)
88. On October 31, 2003, Jackson, at Respondent's urging, signed a Purchase Agreement to purchase residential property on 124th Street for \$85,000. (Exhibit 36)
89. The property was being purchased from the Estate of Elizabeth Gulyban; and Cynthia Smith was the fiduciary of the estate. (Exhibit 36)
90. The panel finds that this transaction is laden with confusing features, some of which are as follows:
- a. The 124th Street property was appraised in the estate for \$85,000, but the Probate Court only required \$60,000 to be paid into the estate. (11/13 Hrg. Tr. 78-79)
 - b. Respondent's mother had previously agreed to pay only \$60,000 for the property. (11/13 Hrg. Tr. 78)

- c. There were multiple closing statements prepared and no witness was ever able to identify the final statement. Exhibit 38 is the only statement presented that has Ms. Jackson's signature on it.
 - d. In the closing statement signed by Ms. Jackson the gross amount due from her is stated to be \$91,529.68. (Exhibit 38)
 - e. Many of the other line items on the closing statements in Exhibit 38 and Exhibit 37 (which Ms. Jackson did not sign) show funds going to multiple parties for reasons that were never adequately explained.
91. Notwithstanding the foregoing, Jackson testified that in the end she got what she expected to get: a house with a \$75,000 mortgage for which she was to make monthly payments of \$461. (Tr. 446, 489)
92. Jackson knew she was taking the house "as is" (Tr. 522), despite the fact that some of the closing funds were used to do some minimal rehabilitation work on the house. (Tr. 452-454). In addition, the house has an upstairs unit that Jackson can rent for approximately \$400 per month if she can find a tenant. (Tr. 480)
93. Relator presented a number of invoices under Respondent's letterhead for work that was supposedly performed by various contractors, however, the Panel finds there is no evidence that Respondent ever personally received any of these funds.
94. Relator did present a number of exhibits in the form of invoices of various contractors for work performed or work to be performed. (Exhibits 48-53)
95. The panel finds that Respondent failed to cooperate with the Cuyahoga County Bar Association's investigation in that:
- a. She failed to attend scheduled interviews. (Tr. 357, 358)

- b. She failed to make a timely, orderly and organized production of her files and other documents. (Tr. 359)
- c. She arrived late for appointments and her deposition. (Tr. 359)

Count Twelve

96. Vashon Williams was charged in Butler County, Ohio, with two counts of felonious assault. Williams was a senior at Miami University and was involved in an altercation at a fraternity house that ended in two football players being stabbed. Williams, who was also stabbed, was the only individual charged in the incident. (Stip. ¶30)
97. Mr. Williams hired Respondent and paid her a retainer in the amount of \$23,000 from money that his father borrowed by placing a mortgage on his personal residence. (Tr. 287-288)
98. The fees were to cover the legal representation and the hiring of investigators and expert witnesses. (Tr. 173)
99. No written fee agreement was ever signed by Vashon Williams, nor was he told or provided with anything in writing indicating that there would be co-counsel involved with his case. (Tr. 206-207)
100. Williams and his father testified that they never talked to any investigator or other outside consultant, nor were they given the names of any such persons despite repeated requests. (Tr. 173-174 and 290-291)
101. Respondent alleged that she hired Ben Linnear as an investigator but never produced any corroboration for this statement.

102. Despite being the lawyer hired, Respondent did virtually nothing in the criminal case. Rather, she had a colleague by the name of Marcus Poole (“Poole”) make all appearances in the criminal case with some minor exceptions. (Tr. 164-165)
103. Poole filed some form discovery requests, filed several suppression motions, and attended some hearings. (Exhibits 61-67, 69-71, 73-74; Tr. 223-225)
104. Poole failed to attend one hearing that resulted in Williams’ bond being revoked. Vashon
William’s bond was ultimately reinstated. (Tr. 167-168)
105. A third attorney, Reginald Maxton, was used by Respondent for miscellaneous hearings without the client’s prior consent. (Tr. 166)
106. A month before trial, Respondent introduced a Ms. Cynthia Smith into the case as the lead attorney. Williams was not advised or consulted regarding Ms. Smith’s involvement; however, he acquiesced in her participation. (Tr. 169-170)
107. On October 25, 2005 (Exhibit 71), based upon advice from Respondent, Vashon Williams pled to two misdemeanors because Respondent told him that he would probably do no jail time; and pleading to a misdemeanor would get his status as a student at Miami reinstated. (Tr. 175-176)
108. Respondent was incorrect on both accounts and Williams was sentenced to six months in jail and was ultimately not permitted to return to Miami University. (Tr. 176 and 181)
109. On November 22, 2005, and November 30, 2005, Poole made an attempt to appeal the conviction, approximately one month after Williams was sentenced. (Exhibit 73 and 74)
Respondent later voluntarily dismissed the appeal. (Exhibit 76)

110. Respondent did not make a formal "appearance" in the case until November 30, 2005, more than one month after the Respondent had pled guilty and was sentenced to jail time. (Exhibit 72)
111. Williams obtained an early release from jail by filing a pro se motion. (Tr. 177)
112. Miami University, pursuant to its policies, suspends a student which it deems to be a threat to the academic setting, pending the resolution of a felony case. (Stip. ¶31)
113. Respondent appeared with the client at Miami University's "1219 hearing" and although Respondent was permitted to actively participate on behalf of her client, she only took notes during that hearing. (Tr. 178) Following this hearing, Vashon Williams was suspended from Miami University. (Stip. ¶31)
114. Williams then attended the Judicial Affairs Hearing conducted by Miami University. At this second hearing, Respondent was only permitted to help Williams prepare for the hearing and advise Williams during the hearing. (Tr. 183) Vashon Williams' Judicial Affairs Hearing took place on August 16, 2006. (Stip. ¶32)
115. Respondent was terminated by Williams two days before the Judicial Affairs Hearing. (Stip. ¶33)
116. Williams testified that the Respondent provided virtually no assistance for the Judicial Affairs Hearing and failed to obtain the appearance of witnesses that he needed to conduct his defense. (Tr. 182- 184) What Respondent did provide Williams for the Judicial Affairs Hearing was an incomplete transcript from the "1219 hearing." (Tr. 183)
117. During Respondent's representation of Vashon Williams, Williams repeatedly requested information about his case; one such request being in writing and dated September 5, 2005. (Exhibit 59)

118. Williams terminated Respondent by letter in August 2006 and requested an accounting of the \$23,000, he paid Respondent. (Exhibit 60) No accounting was ever given. (Tr. 185)
119. Respondent contends the \$23,000 was a flat fee.
120. During this time, Respondent represented herself as an attorney with the firm Character, Character & Associates. (Stip. ¶29)

Count Thirteen

121. The initial disciplinary investigation into these matters was conducted by Mary Ann Rini ("Rini") on behalf of the Cuyahoga County Bar Association. (Tr. 356)
122. Rini testified that Respondent was not cooperative and was very difficult to contact. She called Respondent repeatedly and sent her letters with no response. (Tr. 357)
123. Rini further stated that Respondent failed to keep scheduled appointments and depositions. (Tr. 357-358)
124. Rini estimated that Respondent failed to keep 5 or 6 meetings, and when she did keep the appointment she was usually on the telephone or she left early. (Tr. 358)
125. On one occasion, Relator issued a subpoena for records in Respondent's possession. Respondent arrived 4 hours late with a box of totally disorganized documents. (Tr. 358)
126. Rini attempted to question her at the time the records were delivered, but discontinued the questioning due to the fact the documents were in such disarray. (Tr. 359)
127. Respondent has offered several explanations as to the whereabouts of her records, but in the end, the majority of requested records were not promptly produced, if at all.

Count Fifteen

128. Due to a judgment against her, Rhonda Freeman ("Freeman") owned money to National City Bank. (Stip. ¶37)
129. Freeman hired Respondent to assist in resolving the judgment in favor of National City Bank. (Stip. ¶37, Tr. 565)
130. Freeman estimated the amount owed to be approximately \$2,000 or \$3000. (Tr. 566)
131. Freeman told Respondent to pay the judgment from funds she was to receive from SIGN Joint Ventures, a division of Times Reveals, LLC. (Tr. 566)
132. On March 6, 2006, Freeman gave \$35,000 to Respondent for SIGN Joint Ventures with a stated return of \$10,000. (Exhibit 88)
133. On April 7, 2006, Freeman gave \$25,000 to Respondent for SIGN Joint Ventures with a stated return of \$8,000. (Exhibit 89)
134. Since the check Respondent used to pay the judgment against National City Bank was a bad check, Freeman ended up paying the judgment herself. (Stip. ¶38, Tr. 566- 567)
135. Respondent attempted to reimburse Freeman for the judgment by giving her a Time Reveals check, but the bank refused to cash it. (Tr. 568, 586, 589)
136. Freeman witnessed the Time Reveals check being signed by Respondent in the name of Tyrone Cody. (Tr. 587-588)
137. Respondent asserts that she had power of attorney for Mr. Cody and the bank. (11/13 Hrg. Tr. 48)

Count Sixteen

138. Following her sale of her property on Daleford Road, Freeman invested in property rehabilitation projects being conducted by Time Reveals, LLC. (Stip. ¶39)
139. On March 6, 2006, Freeman gave \$35,000 to Respondent for SIGN Joint Ventures with a stated return of \$10,000. (Stip. ¶40, Exhibit 88)
140. Respondent was the Senior Vice-President of Legal and Business Affairs for Time Reveals, LLC. Although Respondent did not have an ownership interest in this entity, she had some oversight over the use of the money. (11/13 Hrg. Tr. 11)
141. Freeman was eventually paid a return on her investment plus an additional \$12,000. (Stip. ¶41).
142. Following the apparent success of the first investment with Times Reveals, LLC. Freeman invested in a second project with Times Reveals, LLC. (Stip. ¶42)
143. On or about April 7, 2006, Freeman gave \$25,000 to Respondent for SIGN Joint Ventures with a stated return of \$8,000. (Exhibit 89). This money was wire transferred from Freeman's Key Bank account into a Huntington Bank account in the name of Times Reveals, LLC. (Stip. ¶43)
144. At the time Freeman made the investment, Respondent did not provide Freeman with a prospectus or information about the properties in which Freeman would be investing. (Tr. 571) In addition, Respondent did not provide Freeman with any appraisal information. (Tr. 572)
145. Freeman has not been repaid most of her investment or any profit from this second investment. (Stip. ¶44)

146. Respondent indicated that the reason Freeman did not get her money back was because the real estate market crashed. Respondent further explained that the market began crashing without anyone knowing it. (11/13 Hrg. Tr. 31-32)

Count Seventeen

147. Katherine Greig ("Greig") hired Respondent in December 2007 to represent her son,

William Ellis, in an appeal of a criminal conviction. (Stip. ¶45).

148. Greig hired Respondent based upon conversations with Respondent which lead her to believe that Respondent would be handling the criminal conviction on a rape case as well as work on two other pending criminal matters (one for felonious assault and one for receiving stolen property). (Tr. 84, 89, 110, 134)

149. Greig found it difficult to contact Respondent after hiring her. Her phone calls were not returned and many times Respondent's voicemail would not accept messages. (Tr. 89, 95)

150. Respondent testified that she specifically told Greig and William Ellis that she was not going to handle the two cases since Ellis was already represented by Don Butler ("Butler") and Respondent determined it was in his best interest. (9/18 Depo. Tr. 133)

151. Butler testified that Respondent did not file a Notice of Appearance in relation to the two pending criminal matters. (Tr. 555, 561)

152. Greig paid Respondent a total of \$5,850 between December 2007 and March 17, 2007. (Stip. ¶48)

153. Respondent told Greig that she would have to hire an investigator for the pending charges. Greig paid Respondent an additional \$600 for the investigator. (Stip. ¶49)

154. Respondent did not file an appeal on the conviction for the rape case since William Ellis's conviction was appealed by appointed attorney, Bridget Barthol. (Stip. ¶50)
155. Respondent was in Florida during February 2008, during Ellis's criminal trial. (Stip. ¶51) Greig testified that Respondent told her that Butler would be representing her son but that Respondent would be talking to Butler. (Tr. 90)
156. In March 2008, Respondent asked Greig for \$500 for attorney fees in the criminal matter. At this time, the criminal trial had been completed and Ellis had been found guilty. (Stip. ¶52)
157. Respondent told Greig that she was going to file several post-conviction motions. (Stip. ¶53)
158. Greig would not pay Respondent any more money until Respondent showed her the pleadings had been filed on Ellis's behalf. (Stip. ¶54)
159. Respondent prepared and presented to Greig copies of the following: (i) Defendant's Motion for a New Trial; (ii) Motion for Judgment of Acquittal Notwithstanding the Jury Verdict of Guilty Pursuant to Crim. R. 29(C); and (iii) Defendant's Motion for Reconsideration and/or Modification of Sentence. (Stip. ¶55)
160. Respondent's name does not appear on any of the motions. All three of the documents are signed by "William Ellis, pro se." (Stip. ¶56)
161. The documents were signed "William Ellis, pro se," because when Respondent faxed the documents to her clerk at the courthouse to be filed, the court indicated that her clerk could not sign Respondent's name. So ultimately the documents were prepared and signed "William Ellis, pro se." (9/28 Depo. Tr. 331)

162. Greig indicated that the signatures on the motions were not that of her son. In addition, she believed that Respondent would be one filing the motions and representing her son. (Tr. 92-93)
163. Respondent also sent Greig a copy of a Notice of Limited Appearance of Defense Counsel for Post-Conviction Motions Only. (Stip. ¶57)
164. After receiving the motions and the Notice of Appearance, Greig paid the Respondent \$500. (Stip. ¶58)
165. Respondent did not inform Greig that she did not maintain professional liability insurance. (Stip. ¶59)

Count Eighteen

166. Shirley Ellington (“Ellington”) hired Respondent to represent two family members whose homes were facing foreclosure; Evangeline Ford who owned a home in Cleveland, Ohio and Jesse Ellington who owned a home in College Park, Georgia. (Stip. ¶60)
167. Ellington paid the Respondent \$700 as a retainer, of which \$500 was for attorney fees for the Georgia property and \$200 was for attorney fees for the Ohio property (Stip. ¶61, Exhibit 91-93). Additional funds were expected to be paid. (Tr. 47)
168. Respondent represented to Ellington that she was licensed to practice in Georgia and could represent Jesse Ellington (Shirley Ellington’s son) in that matter. (Tr. 50)
169. Respondent is not licensed to practice law in Georgia. (9/18 Depo. Tr. 130-131)
170. Ellington testified that Respondent was to complete short sales for each of the properties (Tr. 46-49) and that Ellington had buyers for both of the properties. (Tr. 75)

171. On January 8, 2008, Respondent filed an Answer on behalf of Evangeline Ford in the Cleveland property case. (Exhibit 94)
172. On January 29, 2008, the mortgage company filed a Motion for Summary Judgment in the Cleveland property case. (Exhibit 95) This motion was unopposed. (Exhibit 95)
173. Although Respondent testified that the court agreed to continue the proceedings for 30 days to determine if something could be worked out (9/18 Depo. Tr.124), the Motion for Summary Judgment was granted on April 17, 2008. (Exhibit 96)
174. On May 5, 2008, Evangeline Ford filed a Motion to Grant Relief From Judgment, pro se, claiming her “counsel had just disappeared.” (Exhibit 97)
175. Evangeline Ford was eventually able to resolve the Cleveland property foreclosure on her own. (Tr. 80)
176. Despite Respondent filing bankruptcy documents for Jesse Ellington, the owner of the Georgia property (Exhibits 50-51), the property in Georgia was lost in the foreclosure. (Tr. 80-81)
177. Ellington testified that at some point in time, Respondent stopped communicating with her. (Tr. 73)
178. Respondent did not inform Ellington that she did not carry malpractice insurance. (Stip.¶65)

Count Nineteen

179. Phu Von Nguyen (“Nguyen”) became interested in investing in real estate as a way to earn addition money. In order to achieve this he attended a conference in Cleveland, Ohio. (Stip.¶66)

180. While at the conference, Nguyen met Respondent and Amir Sharif (“Sharif”), the owner of Power One Financial Corporation. (Stip.¶67)
181. Nguyen began to exchange e-mails and telephone calls with both Respondent and Sharif in order to explore different investment opportunities. (Stip.¶68)
182. Respondent provided Nguyen with information on a property in Gates Mill, Ohio. The property was a single-family home and was presented to Nguyen as a “lease-back” to be fixed up and sold at a higher price. (Stip.¶69).
183. The price for the Gates Mill property was \$3.5 million. (Stip.¶70) Nguyen signed a purchase contract as nominee of Skywater Investment Group & Network (buyer). (Stip.¶73, Exhibit 115)
184. Nguyen was to obtain a mortgage in the amount of \$3.5 million. (Stip.¶71)
185. Respondent instructed Nguyen to electronically wire \$40,000 to a bank account at Key National Bank. (Exhibit 112, Stip.¶72)
186. On August 30, 2007, \$10,000 from Nguyen was wire transferred to the bank account listed in Respondent’s wiring instructions. (Exhibit 114)
187. On September 5, 2007, an additional \$40,000 from Nguyen for a total of \$50,000 was wire transferred to the bank account listed in Respondent’s wiring instructions. (Exhibit 113)
188. The bank account is titled in the name of Carl J. Character and Dee Ann Character, Respondent’s parents. (9/18 Depo. Tr. 157)
189. On September 5, 2007, \$10,000 was wire transferred from Carl J. Character and Dee Ann Character’s bank account to Marva Sharif. (Exhibit 113)

190. Respondent testified that the money was wired to her mother's account because Respondent needed to wire some of the money to a second account, and Skywater owed her mother some money. Respondent also testified that she used her parents account because she could not get to her own bank in time to do the wire transfer. Respondent further stated that some of the checks written by her mother were to pay the expenses of Time Reveals. (9/18 Depo. Tr. 157-159). A review of the cancelled checks indicates that the funds not were used for purposes of this company.
191. Nguyen was unable to secure the mortgage and the property was never purchased. (Stip. ¶74, Exhibits 116-118)
192. Nguyen contacted Respondent after he failed to secure the mortgage to obtain a refund of the \$40,000. (Stip. ¶75)
193. Respondent did not refund Nguyen's money, claiming it was non-refundable. (9/18 Depo. Tr. 161)

CONCLUSIONS OF LAW

Count One

As to Count 1, since Williams did not testify, the only evidence the panel had to consider were the stipulations, exhibits, and testimony of the Respondent. The uncontradicted testimony of the Respondent was that she conducted multiple interviews with Williams, requested records from University Hospital, obtained records from the Ohio Bureau of Unemployment Services and reviewed those records. In addition, the panel can find no evidence that Respondent failed to provide files to Williams or that she assumed the responsibility of representing Williams at any hearings, or the responsibility of filing a wrongful termination suit. Therefore the panel does not find by clear and convincing evidence that Respondent violated the following disciplinary

rules: DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 6-101(A)(3) [neglect of a legal matter]; DR 7-101(A)(1) [intentionally fail to seek a client's lawful objectives]; DR 7-101(A)(2) [intentionally fail to complete a contract of employment]; DR 7-101(A)(3) [intentionally cause prejudice or damage to a client]; and DR 9-102(B)(4) [failure to promptly pay or deliver to the client the funds or property which the client is entitled to receive].

The panel finds by clear and convincing evidence in Count One that Respondent violated the following disciplinary rules: DR 1-104(A)-(C) [failure to maintain malpractice insurance, failure to inform clients and failure to obtain waivers]; DR 1-102(A)(6) [conduct reflecting on the lawyer's fitness to practice law]; DR 2-102(B) [practicing under a name that is misleading to the public as to the identity of a lawyer or lawyers practicing under the name]; DR 2-102(C) [a lawyer shall not hold herself out as having a partnership with one or more lawyers unless they are in fact partners]; and DR 9-102(E) [failure to maintain an IOLTA account]. The panel accepts the stipulations as to Count 1 and finds that the Respondent violated DR 9-102(A) [failure to preserve identity of client funds]; and DR 9-102(A)(2) [co-mingling of client funds].

Count Four

As to Count 4, since Rowe did not testify, the only evidence the panel had to consider were the stipulations, exhibits, and testimony of the Respondent. The panel can find no evidence that Respondent, in her representation of Rowe, held herself out as a partner in a non-existent law firm. Therefore the panel does not find by clear and convincing evidence that Respondent violated disciplinary rules DR 2-102(B) [practicing under a name that is misleading to the public as to the identity of a lawyer or lawyers practicing under the name]; and DR 2-102(C) [a lawyer

shall not hold herself out as having a partnership with one or more lawyers unless they are in fact partners].

The panel finds by clear and convincing evidence that Respondent violated these disciplinary rules: DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct adversely reflecting on the lawyer's fitness to practice law]; DR 6-101(A)(2) [handling a matter without inadequate preparation]; DR 6-101(A)(3) [neglect of a legal matter]; DR 7-101(A)(1) [intentionally fail to seek a client's lawful objectives]; DR 7-101(A)(2) [intentionally fail to complete a contract of employment]; and DR 7-101(A)(3) [intentionally cause prejudice or damage to a client].

Count Five

As to Count 5, since Heard did not testify, the only evidence the panel had to consider were the stipulations, exhibits, and testimony of the Respondent. The panel can find no evidence that Respondent ever represented Heard, and the bankruptcy pleadings would appear to corroborate her position. Based upon the evidence presented, the panel recommends dismissal of this Count that alleges violations of DR 1-102(A)(4), DR 1-102(A)(5) and DR 1-102(A)(6).

Count Six

Based upon the evidence presented, the panel finds that Relator failed to prove this Count by clear and convincing evidence and recommends dismissal of the following alleged violations of the Code of Professional Responsibility: DR 1-102(A)(4); DR 1-102(A)(5); DR 1-102(A)(6); and DR 9-102(A)(2).

Count Seven

As to Count 7, the only evidence the panel had to consider were the stipulations, exhibits, and testimony of the Respondent. Based upon the evidence presented, the panel finds that the Relator failed to prove this Count by clear and convincing evidence and recommends dismissal of the following alleged violations of the Code of Professional Responsibility: DR 1-102(A)(4); DR 1-102(A)(5); DR 1-102(A)(6); DR 2-102(B); DR 2-102(C); and DR 9-102(A).

Count Ten

As to Count 10, the panel finds by clear and convincing evidence that Respondent violated the following disciplinary rules: DR 1-102(A)(3) [engaging in conduct involving moral turpitude]; DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 1-104 [failure to inform client that the lawyer does not have liability insurance]; DR 2-106(A) and (B) [a lawyer shall not enter into an agreement for, charge or collect an illegal or clearly excessive fee]; DR 5-104 [a lawyer shall not enter into a business transaction with a client]; DR 5-105 [a lawyer shall not accept employment when the interests of another may adversely affect the lawyer's judgment]; and Gov. Bar. R. V(4)(G) [failure to cooperate].

The panel does not find by clear and convincing evidence that the Respondent violated DR 2-107(A) [dividing fees among lawyers not in the same firm without written disclosure to the client] and DR 9-102(A)(2) [commingling client funds].

Count Eleven

The panel does not find by clear and convincing evidence that the Respondent violated DR 1-102(A)(3), DR 1-102(A)(4), DR 1-102(A)(6), DR 2-106(A) and (B), DR 5-104, DR 5-105, DR 9-102(A)(2) and Gov. Bar R. V(4)(G) and recommends their dismissal.

Count Twelve

As to Count 12, the panel finds by clear and convincing evidence that Respondent violated the following disciplinary rules: DR 6-101(A)(3) [neglect of a legal matter]; DR 1-102(A)(5) [conduct prejudicial to the administration of justice]; DR 1-102(A)(6) [conduct reflecting on the lawyer's fitness to practice law]; DR 2-102(B) [practicing under a name that is misleading to the public as to the identity of a lawyer or lawyers practicing under the name]; DR 2-102(C) [a lawyer shall not hold herself out as having a partnership with one or more lawyers unless they are in fact partners]; DR 2-106(A) and (B) [charging a clearly excessive fee]; DR 2-107(A) [prohibiting a division of fees between lawyers not of the same firm without the consent of the client]; DR 6-101(A)(2) [handling a matter with inadequate preparation]; DR 7-101(A)(1) [intentionally fail to seek a client's lawful objectives]; DR 7-101(A)(2) [intentionally fail to complete a contract of employment]; DR 7-101(A)(3) [intentionally cause prejudice or damage to a client]; and DR 9-102(A) [failing to preserve the identity of client funds].

The panel does not find by clear and convincing evidence that the Respondent violated Gov. Bar R. V(4)(G) [failure to cooperate].

Count Thirteen

As to Count 13, the panel finds by clear and convincing evidence that the Respondent violated Gov. Bar R. V(4)(G) [failure to cooperate].

Count Fifteen

As to Count 15, the panel finds by clear and convincing evidence that Respondent violated the following disciplinary rules: DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation; DR 1-102(A)(6) [conduct adversely reflecting on the lawyer's fitness to practice law]; and DR 7-101(A)(3) [intentionally cause prejudice or harm to a client].

The panel does not find by clear and convincing evidence that the Respondent violated DR 1-102(A)(3) [illegal conduct involving moral turpitude].

Count Sixteen

As to Count 16, the panel finds by clear and convincing evidence that Respondent violated the following disciplinary rules: DR 1-102(A)(4) [conduct involving dishonesty, fraud, deceit, or misrepresentation]; DR 1-102(A)(6) [conduct that adversely reflects on the lawyer's fitness to practice law]; DR 5-104(A) [limiting business transactions with a client]; and DR 7-101(A)(3) [intentionally cause prejudice or damage to a client during the course of the representation].

The panel does not find by clear and convincing evidence that the Respondent violated DR 1-102(A)(3) [illegal conduct involving moral turpitude] and recommends its dismissal.

Count Seventeen

As to Count 17, the panel finds by clear and convincing evidence that Respondent violated the following misconduct rules: Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.4(c) [a lawyer shall inform a

client at the time of the client's engagement of the lawyer or at any time subsequent to the engagement if the lawyer does not maintain professional liability insurance]; Prof. Cond. R. 1.5(a) [a lawyer shall not charge a clearly excessive fee]; Prof. Cond. R. 8.4(c) [conduct involving dishonesty, fraud, deceit or misrepresentation]; Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer's fitness to practice law]; Prof. Cond. R. 7.5(a) [firm name that is misleading as to the identity of the lawyer or lawyers practicing under the name]; and Prof. Cond. R. 7.5(d) [lawyers may state or imply that they practice in a partnership or other organization only when that is the fact].

Count Eighteen

As to Count 18, the panel finds by clear and convincing evidence that Respondent violated the following disciplinary rules: Prof. Cond. R. 8.4(c) [conduct involving dishonesty, fraud, deceit or misrepresentation]; and Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer's fitness to practice law]. The panel accepts Stipulation 65 and finds that Respondent violated Prof. Cond. R. 1.4(c) [failure to inform client that she does not carry malpractice insurance].

The panel does not find by clear and convincing evidence that the Respondent violated Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; and Prof. Cond. R. 1.5(a) [a lawyer shall not charge a clearly excessive fee].

Count Nineteen

As to Count 19, since Nguyen did not testify, the only evidence the panel had to consider were the stipulations, exhibits and testimony of Respondent. The panel finds by clear and

convincing evidence that Respondent violated Prof. Cond. R. 8.4(b) [illegal act that reflects adversely on the lawyer's honesty or trustworthiness], Prof. Cond. R. 8.4(c) [conduct involving dishonesty, fraud, deceit or misrepresentation], and Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer's fitness to practice law].

The panel does not find by clear and convincing evidence that Respondent violated Prof. Cond. R. 8.4(d) [conduct that is prejudicial to the administration of justice].

AGGRAVATION AND MITIGATION

The panel finds that the following aggravating factors under BCGD Proc. Reg. 10(B)(1) to be applicable:

1. Prior disciplinary offenses;
2. A pattern of misconduct;
3. Refusal to acknowledge wrongful nature of conduct;
4. Vulnerability of victims and resulting harm to victims; and
5. Failure to make restitution.

Relator and Respondent stipulate to, and the panel also finds that the aggravating factor of multiple offenses applies. The panel does not find any mitigating factors.

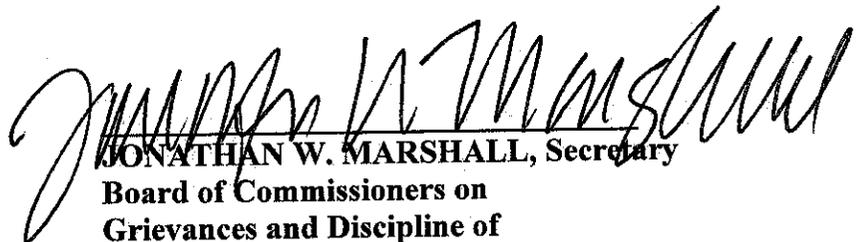
RECOMMENDED SANCTION

Relator argues that Respondent's conduct warrants permanent disbarment, while Respondent argues that her conduct warrants an indefinite suspension, with the requirement that she be supervised upon re-entering the practice of law. Upon due consideration of the arguments raised by both parties, the panel recommends that Respondent be indefinitely suspended from the practice of law.

BOARD RECOMMENDATION

Pursuant to Gov. Bar Rule V(6)(L), the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio considered this matter on August 13, 2010. The Board adopted the Findings of Fact and Conclusions of Law of the Panel. It recommends, however, given the astonishing record of misconduct in this case, that Respondent, Dea Lynn Character, be permanent disbarred in the State of Ohio. The Board further recommends that the cost of these proceedings be taxed to Respondent in any disciplinary order entered, so that execution may issue.

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


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

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

FILED

SEP 29 2009

BOARD OF COMMISSIONERS
ON GRIEVANCES & DISCIPLINE

DEA LYNN CHARACTER, ESQ.
Character, Character & Associates
3055 Ludlow Road
Shaker Heights, OH 44120

Atty. Reg. No.: (0042158)

AGREED
STIPULATIONS
BOARD NO. 06-037

DISCIPLINARY COUNSEL
250 Civic Center Drive, Suite 325
Columbus, Ohio 43215-7411

AGREED STIPULATIONS

Relator, Disciplinary Counsel, and respondent, Dea Lynn Character, do hereby stipulate to the admission of the following facts and exhibits.

STIPULATED FACTS

1. Respondent, Dea Lynn Character, was admitted to the practice of law in the State of Ohio on November 6, 1989. Respondent is subject to the Code of Professional Responsibility and the Rules for the Government of the Bar of Ohio.

Count One

2. On April 14, 2004, Barbara Williams paid a retainer to Respondent, whereby Respondent agreed to assist Williams in a Ohio Bureau of Employment Services

(OBES) unemployment compensation matter and to investigate a potential wrongful termination of employment action.

3. Williams paid Respondent a fee of Seven Hundred Fifty Dollars (\$750.00) and said fee was not deposited into an IOLTA account.
 4. Respondent represented herself as an attorney with the firm of Character, Character & Associates.
-
5. Respondent discussed the legal matters with Williams at Williams' residence on or about April 28, 2004, at which time Williams executed a written fee agreement and an authorization for the release of her employment records to Respondent.
 6. In July 2004, Respondent again met with Williams at Williams' residence to discuss Williams' employment termination and unemployment compensation hearing, at which time Respondent: 1) assisted Williams in completing forms and documents which had been sent to Williams by OBES; and, 2) told Williams that she would request copies of Williams' University Hospitals employment records which pertained to Williams' employment termination.
 7. Williams advised Respondent that a hearing before the Ohio Unemployment Compensation Review Commission was scheduled for September 27, 2004.
 8. Williams' claim for unemployment compensation was disallowed.

Count Four

9. Respondent represented debtor David Rowe in a Chapter 13 bankruptcy case which was electronically filed in the Northern District of Ohio, Eastern Division. The case was erroneously assigned three (3) separate case numbers.

10. Respondent represented herself as an attorney with the firm of Character, Character & Associates.

Count Five

11. Respondent never represented debtor Ora Heard in any matter.

Count Six

12. Respondent has been barred from filing any bankruptcy cases by Order of the Honorable Pat F. Morganstern-Clarren.

13. Respondent had paid the filing fees in full for all eleven of her bankruptcy cases prior to May 10, 2005. Respondent failed to appear for a hearing scheduled on May 10, 2005 because her daughter was ill and required her care.

Count Seven

14. The Honorable Arthur I. Harris issued an Order in which he required Respondent to disgorge fees paid to her in certain bankruptcy cases.

Count Ten

15. Respondent represented Jewell Jackson in several legal matters, including post-decree domestic relations matters and real estate matters.
16. Respondent and Jewell Jackson did not have any written fee agreements.
17. Respondent undertook representation of Jewell Jackson in the domestic relations matter without being paid a retainer with the understanding and agreement that she would be compensated from the funds recovered in the post-judgment enforcement action.

18. Respondent initiated proceedings to collect funds to which Jewell Jackson was legally entitled and which had been wrongfully diverted by Jewell Jackson's former husband.
19. Respondent engaged the services of attorney Cynthia Smith to act as co-counsel and to split fees for such co-counsel.
20. As a result of the legal services provided by Respondent and Cynthia Smith, Jewell Jackson received payment from her former husband in the amount of Thirty Five Thousand Dollars (\$35,000.00), out of which Jewell Jackson paid attorney fees totaling Fifteen Thousand Dollars (\$15,000.00) which Respondent and Cynthia Smith split equally, as agreed by the attorneys and Jewell Jackson.
21. The second of two settlement checks, in the amount of Thirty Four Thousand Dollars (\$34,000.00), was cashed at Key Bank, Severence branch.
22. Jewell Jackson received Nineteen Thousand Dollars (\$19,000.00) which she placed in a safety deposit box at Ohio Savings Bank that same day.
23. Respondent invested Four Thousand Eight Hundred Dollars (\$4,800.00) on Jackson's behalf in Skywater Investments and gave Jackson a receipt.

Count Eleven

24. Respondent advised Jewell Jackson that she would assist her in the purchase and rehabilitation of a house from a probate estate.
25. The attorney for the probate estate was Cynthia Smith.
26. Respondent negotiated some agreements for renovations of the house, but she has failed to provide copies of all contracts to Jackson.

27. Through disbursements from the escrow, respondent was paid attorney fees in the amount of Three Thousand, Seven Hundred, Fifty Dollars (\$3,750.00).

Count Twelve

28. Respondent was retained by Vashon Williams to represent him in proceedings before Miami University at which he was a student and on criminal charges in Butler County Common Pleas Court.

29. Respondent represented herself as an attorney with the firm, Character, Character & Associates.
30. Williams was charged in an incident involving a fraternity and players on the football team in which someone was stabbed. Williams denied involvement in the stabbing.
31. Pursuant to its policies, Miami University suspends a student deemed to be a threat to the academic community pending resolution of the felony case. At the initial hearing, known as a 1219 hearing, the student is permitted representation by counsel who may participate on the record in the proceedings. Respondent attended this hearing, following which, Williams was suspended.
32. Pursuant to its policies, Miami University conducts a second hearing, known as a Judicial Affairs hearing, at which the student may be advised by counsel who cannot participate on the record. Williams' Judicial Affairs hearing was scheduled on August 16, 2006.
33. Williams terminated respondent two days before the hearing.

Count Fourteen

34. Freeman understood that respondent knew of a potential purchaser (Venecia Robinson) for the property who resided in the Pittsburgh, Pennsylvania area.

35. Respondent had become acquainted with Robinson through her association with Kadajah Chapman.
36. Also at the closing, \$9,182.00 of sale proceeds were paid to Time Reveals LLC. for "property management" fees.

Count Fifteen

37. As a result of a judgment against her, Rhonda Freeman owed money to National City Bank. Respondent assisted in resolving the judgment.
38. As a result, Freeman was required to make the payment to settle the judgment.

Count Sixteen

39. Following the sale of her Daleford Road property, Freeman invested in property rehabilitation projects being conducted by Time Reveals LLC.
40. Freeman's initial investment was \$35,000.00.
41. Eventually, Freeman received the return of her investment plus an additional \$12,000.00.
42. Following the apparent success of the first investment with Time Reveals LLC., Freeman invested in a second project with Time Reveals LLC.
43. In or around April 7, 2006, Freeman invested \$25,000 00 in this second venture. The money was wire transferred from Freeman's Key Bank account into a Huntington Bank account in the name of Time Reveals LLC.
44. Freeman has not been repaid most of her investment or any profit from this second project.

Count Seventeen

45. In December 2007, Katherine Greig hired respondent to represent her son, William Ellis, in an appeal of a criminal conviction.
46. Respondent represented herself as an attorney with the firm Character & Character. Respondent is a sole practitioner.
47. Respondent inquired into the existence of other pending criminal matters against Ellis and learned that Ellis had pending criminal charges against him in Cuyahoga County Court of Common Pleas.
48. Greig paid respondent a total of \$5,850 between December 2007 and March 17, 2008.
49. Respondent later told Greig that respondent would need to hire an investigator for the pending charges. Greig paid respondent an additional \$600 for the investigator.
50. Respondent never filed an appeal of Ellis' conviction. A court appointed attorney, Bridget Barthol, represented Ellis in the appeal.
51. At the time of Ellis' criminal trial in February 2008, respondent was in Florida.
52. In March 2008, respondent asked Greig for another \$500 towards attorney fees in the criminal matter. By this time, the criminal trial was over and Ellis had been found guilty.
53. Respondent told Greig that she was going to file several post-conviction motions.
54. Greig refused to pay respondent any more money until respondent showed that pleadings had been filed on Ellis' behalf.
55. Respondent prepared and gave to Greig copies of three motions: Defendant's Motion for a New Trial, Motion for Judgment of Acquittal Not Withstanding the Jury

Verdict of Guilty Pursuant to CRIM Rule 29(C), and Defendant's Motion for Reconsideration and/or Modification of Sentence.

56. All three of the motions are signed by respondent as "William Ellis, pro se." Respondent's name does not appear on any of the motions.
57. Respondent also sent Greig a copy of a Notice of Limited Appearance of Defense Counsel for Post-Conviction Motions Only in which respondent enters a notice of appearance for Ellis.
58. After receiving the motions and Notice of Appearance, Greig paid respondent the \$500.
59. Respondent did not inform Greig that she does not maintain professional liability insurance.

Count Eighteen

60. Shirley Ellington hired respondent to represent two of her family members. Evangeline Ford owned a home in foreclosure in Cleveland, Ohio. Jesse Ellington owned a home in foreclosure in College Park, Georgia.
61. Ellington paid respondent a total of \$700 in payments. Of the total, \$500 represented the attorney fee for the Georgia property and \$200 represented the attorney fee for the Cleveland property.
62. On January 8, 2008, respondent filed two pleadings in Cuyahoga County Common Pleas Court on behalf of Ford. Respondent filed an answer to the complaint and Motion to Overrule Plaintiff's Motion for Default.

63. Respondent requested leave of the court to conduct a "short sale" on the Cleveland property. The request was granted by the court on January 9, 2009 and respondent was given 30 days to complete the sale.
 64. Respondent did not complete the sale and did not take any further action on behalf of Ford.
 65. Respondent did not notify Ellington that she does not carry malpractice coverage.
-

Count Nineteen

66. Phu Von Nguyen became interested in real estate investing as a way to make additional money. To further his interest, he attended a conference in Cleveland, Ohio.
67. At the conference, Nguyen met Amir Sharif, the owner of Power One Financial Corporation, and respondent.
68. Nguyen began to exchange e-mails and telephone calls with both Sharif and respondent to explore investment opportunities.
69. Respondent provided Nguyen with information on a property in Gates Mills, Ohio. The property was a single-family home and was presented to Nguyen as a "lease back" to be fixed up and sold at a higher price.
70. The price for the property was \$3.5 million.
71. Nguyen was supposed to obtain a mortgage for the purchase price.
72. Respondent instructed Nguyen to electronically wire the \$40,000 to a bank account at Key National Bank.
73. Nguyen signed a contract for the property listing him as the buyer and also as the "nominee for Skywater Investment Group & Network (buyer)."

74. Nguyen was unable to secure the mortgage and the property was never purchased.
75. Nguyen contacted respondent after he failed to secure a mortgage to obtain a refund of the \$40,000.

Count Twenty

76. On October 21, 2008, respondent was indicted for alleged violations of multiple felonies for her involvement in a mortgage fraud scheme conducted in Cuyahoga County, Ohio beginning in 2003.
77. On June 4, 2009, respondent pled guilty to 10 felonies in the Cuyahoga County Court of Common Pleas. Respondent pled guilty to the following crimes:
 - One count of Engaging in Pattern of Corrupt Activity, Forfeiture an F1;
 - Four counts of Theft By Deception an F3; and
 - Five counts of Money Laundering an F3.
78. On July 20, 2009, respondent was sentenced to four years in prison and was immediately taken into custody.
79. Respondent is currently in custody at the Marysville State Reformatory for Women.
80. Respondent is appealing her conviction and sentencing on the basis of ineffective assistance of counsel. Respondent has not yet filed a brief in her appeal.

STIPULATED VIOLATIONS

Relator and respondent stipulate that respondent's conduct violates the following:

Count One

Respondent's conduct constituted violations of: DR 9-102(A) [failure to preserve identity of client funds]; and, DR-102(A)(2) [co-mingling client funds]

Count Seven

Respondent's conduct constituted a violation of DR 9-102(A)(2) [co-mingling client funds].

Count Seventeen

Respondent's conduct constituted violations of DR 1-104 [requiring disclosure and waiver regarding absence of professional liability insurance].

Count Eighteen

Respondent's conduct constituted violations of DR 1-104 [requiring disclosure and waiver regarding absence of professional liability insurance].

STIPULATED MITIGATION AND AGGRAVATION

Relator and Respondent stipulate to the following mitigating factors pursuant to BCGD Proc. Reg. § 10 (B)(2):

- (a) imposition of other penalties or sanction.

Relator and respondent stipulate to the following aggravating factors pursuant to BCGD Proc. Reg. §10(B)(1):

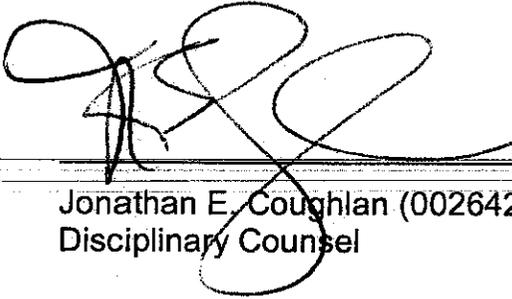
- (b) multiple offenses.

STIPULATED SANCTION

The parties are unable to reach a stipulated sanction in this matter. Instead the parties leave the determination as to appropriate sanction to the wisdom and discretion of the panel if the panel finds violations have been proven by clear and convincing evidence.

CONCLUSION

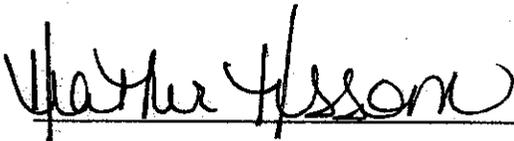
The above are stipulated to and entered into by agreement by the undersigned parties on this 28th day of September, 2009.



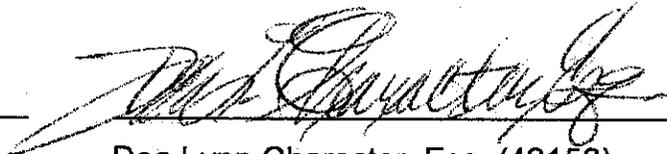
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