

IN THE SUPREME COURT OF OHIO

MEDINA COUNTY BAR ASSOCIATION

Relator

v.

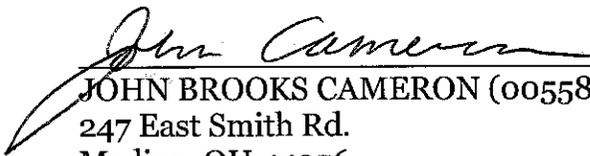
JOHN BROOKS CAMERON

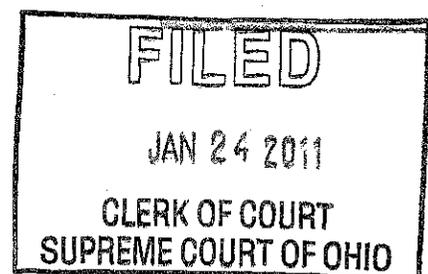
Respondent

CASE NO. 2010-2173

OBJECTIONS TO THE COURT

Respectfully submitted,


JOHN BROOKS CAMERON (0055800)
247 East Smith Rd.
Medina, OH 44256
P: 330-722-8989
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Respondent



NOW COMES Respondent, John Brooks Cameron, and hereby submits his Objections to the Board's Findings of Fact and Conclusions of Law. The Board reached certain incorrect conclusions of law, based on the incorrect facts as set forth in the Transcript of Proceedings.

I. OBJECTIONS

a. Objection No. 1

Respondent objects to the Findings of Fact in paragraph 14. Specifically, Respondent objects to the portions of the Board's finding stating that "[o]n or about September 4, 2008, Respondent contacted STE and spoke to Michael Wright" and that "Respondent testified that this conversation occurred before he received notice of the default hearing set for September 5, 2008."

Respondent actually testified that he spoke with Michael Wright twice. Once when he first received the complaint and once on September 3rd, after he received notice of the default hearing. (Transcript of Proceedings, pp. 95, lines 21-24; 96, line 1; 108, lines 11-24; 109, line 1; 110, lines 13-14; 147, line 20-24.)

b. Objection No. 2

Respondent objects to the Findings of Fact in paragraph 17. Specifically, Respondent objects to the portion of the Board's finding that claims "Respondent contends that as a result of this conversation, he reached an agreement with STE wherein the suit would be dismissed in exchange for Respondent's agreement to pay the invoice in monthly installment payments similar to the prior \$500 per month agreement that was not adhered to by Respondent."

Respondent did not testify that there was a \$500 per month prior payment agreement that was not adhered to. Respondent actually testified that during his first

conversation with Wright after the lawsuit was filed, Respondent agreed to send him \$500 per month and Wright agreed to dismiss the lawsuit. Furthermore, Wright agreed to call Respondent first if there ever was a problem. Respondent's testimony was that, prior to said conversation, he never agreed to send \$500 per month payment. Respondent merely agreed to send STE periodic payments. (Transcript of Proceedings, pp. 106, line 24; 107, lines 1-6; 126, line 19-24.)

c. Objection No. 3

Respondent objects to the Findings of Fact in paragraph 24. Respondent agrees there was conflicting testimony. The Board misapplied the facts and the standard of law. Respondent states his testimony was truthful.

d. Objection No. 4

Respondent objects to the Findings of Fact in paragraph 25. Respondent states that the statements were not false. Respondent states the board misapplied the facts and standard of law reaching an incorrect conclusion of law.

e. Objection No. 5

Respondent objects to the portion of the Findings of Fact in paragraph 27 that state Respondent "refused to acknowledge that it was inappropriate to bypass counsel" and "to negotiate directly with Wright."

Respondent actually acknowledged that if he had to do it over again, he would have handled his approach to Mr. Wright differently. (Transcript of Proceedings, p. 149, lines 6-10.)

f. Objection No. 6

Respondent objects to the portions of the Findings of Fact in paragraph 27 that state the "timing and circumstances surrounding the Respondent's September 4 phone

conference with Wright suggest that the purpose of the call was to discuss settlement of the case and not whether Wright would continue to provide expert testimony.”

It is contrary to the facts presented that the timing suggests an attempt to settle the case, not whether Wright would continue to be an expert. Respondent refused to settle the case until Wright agreed to stay on as an expert. The testimony indicates that Wright continuing to be an expert was the only point of contention between Tibbits and Weber when the matter resolved. Tibbits did not attempt to negotiate a lower settlement. He merely insisted on Wright agreeing to continue as an expert. (Transcript of Proceedings, pp. 5, lines 20-24; 52, lines 5-9; 53, lines 9-13; 74 lines 9-13.)

g. Objection No. 7

Respondent objects to the portions of the Findings of Fact in paragraph 27 that state “Respondent offered no evidence that there was activity occurring in the Garnes case which necessitated Respondant contacting Wright to assure that he would continue to act as an expert witness.”

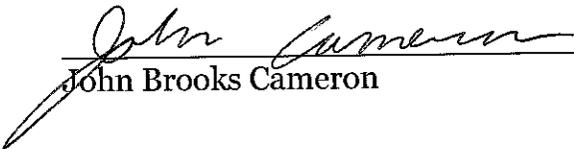
The facts indicate the Garnes case was actively being litigated at the time of the lawsuit between STE and Respondent, which necessitated Wright continuing to act as an expert witness. (Transcript of Proceedings, p. 135, line 1.) Thus, it is inherently logical that an expert was still necessary.

II. CONCLUSION

Considering the facts as set forth in the Transcript of Proceedings, the Board reached incorrect Conclusions of Law because said conclusions are based on incorrect facts. The facts do not indicate that Respondent acted with selfish or dishonest motive; he was merely acting in the best interest of his client, Garnes. Respondent acknowledged that he would handle the situation differently if he had to do it over again. As such, the

proposed sanction is too severe.

WHEREFORE, Respondent respectfully requests that this Honorable Court set this matter for oral argument.



John Brooks Cameron

CERTIFICATE OF SERVICE

I certify that the foregoing Objection was sent this 29th day of January,

2011 via regular U.S. mail to:

Jonathan W. Marshall, Secretary
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John Brooks Cameron