

ORIGINAL

IN THE SUPREME COURT OF OHIO

MEDINA BAR ASSOCIATION  
Relator

Vs

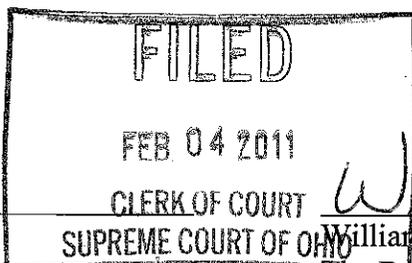
JOHN BROOKS CAMERON  
Respondent

) Case No.: 2010-2173

)  
) ANSWER BRIEF TO RESPONDENT'S  
) OBJECTIONS TO THE COURT  
)

Now comes undersigned counsel for Relator with this Answer Brief to Respondent's Objections to the Court. Relator asks that this Court to deny Respondent's objections for the reasons set forth in the Brief in Opposition attached hereto and made a part herein.

Respectfully submitted,



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PROOF OF SERVICE

I hereby certify that copies of the foregoing were served in person, via U.S. regular mail postage pre-paid or via certified mail, postage pre-paid on January 31, 2011, upon:

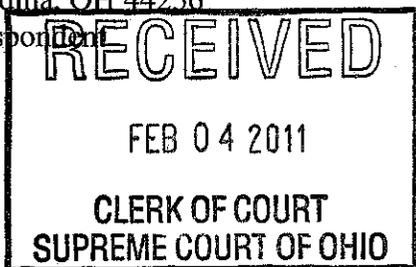
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## **BRIEF IN OPPOSITION**

### **SUMMARY OF THE FACTS**

Respondent hired Safety Through Engineering Inc. (“STE”) for the expert witness services of its president, Michael C. Wright (“Wright”). There was a written agreement signed by both parties. Respondent was sued by STE for failure to pay its invoice which was more than one-year late.

The day before the non-oral default hearing, Respondent contacted STE to settle the dispute for less than what was owed or in return for periodic payments. Respondent then sent a check to STE and filed a Motion for Extension of Time to Answer stating to the trial court that the case was settled. The motion was granted. Attorney for STE Adam Weber, filed a Motion for Reconsideration. Respondent filed an Affidavit in response to STE’s Motion for Reconsideration accusing STE of lying about the settlement.

The Hearing Panel found that Respondent violated Prof. Cond. R. 4.2 for contacting Michael C. Wright, president of Safety Through Engineering Inc. knowing that it was represented by counsel.

The Hearing Panel further found that Respondent’s statements that he settled the case between himself and STE were not credible and that Respondent violated Prof. Cond. R. 3.3(a)(1). Findings of Fact at ¶ 24 & 25. In aggravation the Hearing Panel found that Respondent acted with selfish or dishonest motive, that the grievance involved multiple offenses and that Respondent refused to acknowledge that negotiating around counsel was inappropriate. Findings of Fact at ¶ 27. The Board adopted the Hearing Panel’s findings of fact and recommendations.

### **Response to Objection No. 1**

Whether Respondent talked to Wright once or twice is immaterial. In the best case, Respondent breached that agreement by failing to remit payment, again as promised.

### **Response to Objection No. 2**

Respondent testified that he agreed “[to] send him a check for \$500 and make monthly payments, \*\*\*.” Tr. 108:18-109:1. This is a reference to the first alleged conversation with Wright during the law suit which occurred between June 30 and September 4, 2008.

Although the panel did not refer to Respondent’s testimony regarding the two missing checks, Respondent’s inability to backup his statement without some documentary evidence is to Relator further evidence of Respondent’s dissembling.

First, it is undisputed that Respondent made no payments as allegedly agreed. Second, this is the 3<sup>rd</sup> check lost in some type of process according to Respondent. Respondent testified that he paid STE \$500 on or about June 2007 pursuant to their oral agreement. Tr. 123:6-20. And again on July of 2008. Tr. 124:8-21.

### **Response to objections No. 3 and 4.**

These objections relate to the weight of the evidence. Relator believes the Panel applied the correct law, facts and standards.

### **Response to objection No. 5.**

Respondent states that he did in fact acknowledge the wrongfulness of his conduct. The conversation is worth repeating here from the transcript at 149:6-10.

Q If you had it to do all over again, would you have handled your approach to him differently?

A Absolutely. It simply would not be worth putting myself in this situation.

This does not appear to Relator to be words of attrition.

**Response to objection No. 6.**

The timing of the calls did indicate that Respondent's sole purpose was to enter into settlement discussions. Furthermore, Wright testified that he and Respondent did not discuss continuing as an expert in any conversation. Wright Deposition 34:4-16 and Tr. 127:1-11. Furthermore the lack of any documents to prove the agreement suggests he was in no way looking out for the interests of his client as respondent testified.

**Response to objection No. 7.**

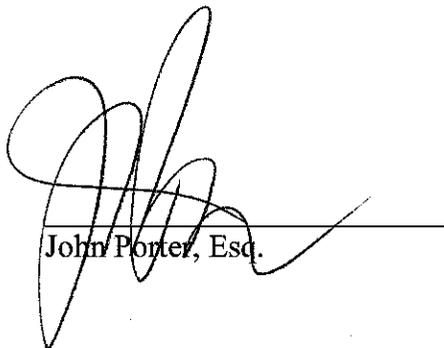
From the testimony the Board could fairly conclude that there was no activity on the Garens case. The Transcript at page 135 does not support Respondent's objection that the Garens case was being actively litigated. At page 135 Respondent simply states that Wright provided Respondent with an expert report. In fact there was no evidence provided to support the notion that the case was being actively litigated.

While there are seven objections presented, there is but one theme. Respondent argues that the findings of fact adopted by the Board were against the manifest weight of the evidence because the findings conflict with his testimony. Essentially he argues that when he contacted Wright in violation of Prof. Cond. R. 4.2, he made an agreement wherein STE would dismiss the suit against him in return for periodic payments. His premise is that if there was an agreement, the Motion for Extension, Respondent's Affidavit, the statements to the Medina County Bar Association Certified Grievance Committee and his testimony before the Hearing Panel were therefore truthful.

**CONCLUSION**

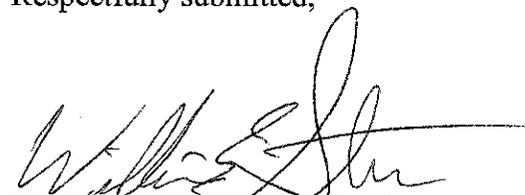
In Respondent's Conclusion, he states that the sanction was too severe. He does not cite authority or argue the merits of that conclusion. To the contrary, Relator argues that the sanction is not severe enough.

In this case Respondent filed a blatantly false Motion for Extension with the Medina County Common Pleas Court, followed by a false Affidavit. Much of the case law concerns attorneys representing clients. In this case, Respondent was representing only himself. In Office of Disciplinary Counsel v. Allison (2000), 90 Ohio St.3d 296, 737 N.E.2d 955, the court sanctioned the attorney to two-years, with the second year stayed, for lying to a probate court about his fees while maintaining a secret agreement with a fiduciary for more money.



John Porter, Esq.

Respectfully submitted,



William E. Steiger, Esq.