

ORIGINAL

IN the SUPREME COURT of OHIO

Disciplinary Counsel,

Relator,

v.

Richard Vincent Hoppel,

Respondent

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Case Number 2010-1805
Disciplinary Action

Board of Commissioners on Grievances
and Discipline of the Supreme Court of
Ohio
Case Number 09-068

RESPONDENT'S MOTION to SUPPLEMENT the RECORD

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Counsel for Relator

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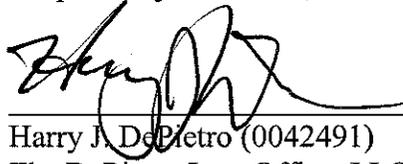
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NOW COMES the Respondent by and through undersigned Counsel and hereby moves this Honorable Court for an Order permitting Respondent to Supplement the Record with limited mitigation evidence, contained in the attached affidavit, relevant to the disposition of this matter which was unavailable for the Panel or the Board to consider at the time of the Panel hearing of May 18, 2010 or before this Honorable Court at Oral Argument in this matter.

The reasons in support of the application are more fully set forth in the attached memorandum.

Respectfully submitted,



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MEMORANDUM

Relator, Disciplinary Counsel filed their formal complaint in this matter and Respondent fully answered that complaint. A hearing was held before a three member panel of the Board of Commissioners on Grievances and Discipline on May 18, 2010 and testimony and evidence were taken. The Panel made a recommendation of an Indefinite Suspension and the Board adopted that recommendation in its Findings of Fact, Conclusions of Law and Recommendation of the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio.

After this Court issued its order to show cause Respondent filed objections to the Board's report. Oral argument was held February 2, 2011. Respondent now files this instant application to Supplement the Record to provide this Honorable Court with further mitigation evidence, to wit, Respondent's extension of his Ohio Lawyer's Assistance Program contract for an additional two (2) years. This application is being made pursuant to Gov. Bar R V, Section 11(D) which in relevant part states:

The process and procedure under this rule and regulations approved by the Supreme Court shall be as summary as reasonably may be. Amendments to any complaint, notice, answer, objections, report, or order to show cause may be made at any time prior to the final order of the Supreme Court. The party affected by the amendment shall be given reasonable time to meet any new matter presented. (Emphasis added.)

Gov Bar R V, Section 11(D). Additionally there is precedent for permitting Respondents to supplement the record at the stage of the proceedings where the court has issued its order to show cause. In the case of *Columbus Bar Association v. Milless*, 96 Ohio St.3d 74, 2002-Ohio-3455, the Respondent did not answer the complaint, and the Board of Commissioners on Grievances and Discipline referred relator's motion for default to a master commissioner who found Respondent had failed to refund unearned retainers and had neglected a matter. The Board adopted the master commissioner's recommendation of an indefinite suspension of Respondent's license. This court permitted Respondent to supplement the record with considerable mitigation evidence and this court imposed a stayed one year suspension instead of the indefinite suspension recommended by the Board.

In the present case the Respondent has fully cooperated with the disciplinary process and

provided all information requested by Relator assisting with the investigation in the matter, fully answered the complaint and actively participated in the hearing before the Panel and further made oral argument before this Honorable Court relative to the final disposition in this matter.. However, Respondent was unable to present the mitigation evidence that he now seeks to supplement the record with for the reason that at that time Respondent was under a prior three (3) year OLAP contract that expired May 11, 2011. It is clear from the questioning during oral argument that the monitoring of Respondent's continued progress relative to his addiction is a substantial issue relative to the final disposition of this matter by this Honorable Court. Clearly, Respondent did not have the ability to provide the evidence of an OLAP contract extension at oral argument but could only postulate on Respondent's willingness to continue under the guidance and scrutiny of OLAP. Consistent with the procedural rules and case law, Respondent should be permitted to supplement the record and his efforts and full cooperation in the disciplinary process should be afforded some weight in this court's consideration. Respondent has been in full compliance with his OLAP contract (although Respondent is behind on his financial obligations to OLAP as Respondent is not fully engaged in the practice of law while awaiting the outcome of this matter).

For the foregoing reasons, Respondent respectfully urges this court to issue an order permitting Respondent to supplement the record with additional evidence regarding Respondent's voluntary extension of his Ohio Lawyer's Assistance Program contract for an additional two (2) years through May 11, 2013 (attached to Respondent's Affidavit as Exhibit 'A').

Respectfully submitted,



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IN the SUPREME COURT of OHIO

Disciplinary Counsel,	*	
	*	Case Number 2010-1805
Relator,	*	Disciplinary Action
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v.	*	
	*	Board of Commissioners on Grievances
Richard Vincent Hoppel,	*	and Discipline of the Supreme Court of
	*	Ohio
Respondent	*	Case Number 09-068
	*	

AFFIDAVIT of RICHARD VINCENT HOPPEL, ESQ

STATE of OHIO)
) ss
COUNTY of TRUMBULL)

The undersigned, being first duly sworn and cautioned, states that he has personal knowledge of the facts in the Affidavit and is competent to testify regarding same.

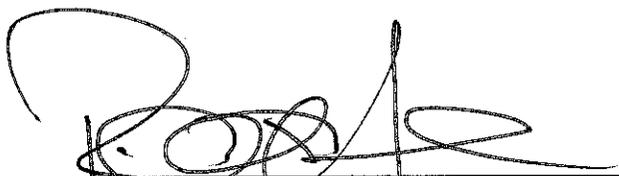
Affiant states as follows:

1. I am an attorney at law, licensed to practice law in Ohio on May 16, 1994. My present business address is 7 West Liberty Street, Girard, Ohio 44420;
2. I have been under a three (3) year Ohio Lawyer's Assistance Program contract since May 11, 2008, said contract expiring on May 11, 2011;
3. On May 9, 2011 I signed a voluntary two (2) year extension of the Ohio Lawyer's Assistance contract (See Affidavit of Respondent Richard V. Hoppel, attached hereto and incorporated herein as Exhibit 'A');
4. I am in substantial compliance with the terms and conditions of the original

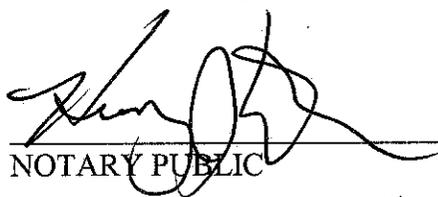
and extended OLAP contracts including those terms requiring random drug and alcohol screens,
AA meeting attendance and participation with my monitor Paul Caimi.

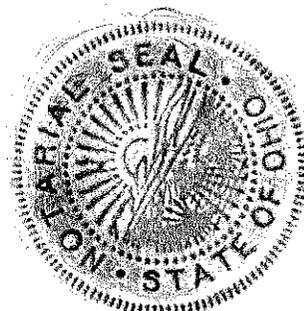
Further Affiant Sayeth Naught.

5/12/11
Date


Richard Vincent Hoppel, Esq.

Subscribed and sworn before me this 12th day of May, 2011.


NOTARY PUBLIC
Harry J. DePietro
Notary Public
My commission has
no expiration date



[Seal]

CONFIDENTIAL

Ohio Lawyers Assistance Program, Inc.

1650 Lake Shore Drive, Suite 375, Columbus, Ohio 43204-4991
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www.ohiolap.org

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OHIO LAWYERS ASSISTANCE PROGRAM, INC.
Chemical Dependency Contract

The Parties agree as follows:

I, Richard V. Heppel, agree to:

1. Totally refrain from the use of all mood altering substances, including alcohol.
2. Prior to the use of any mood altering/psychoactive prescription medication, I agree to notify the prescribing physician that I am under contract with OLAP, and request that the physician notify OLAP in writing that the physician has knowledge of my chemical dependency, identify the drug or drugs prescribed, and advise of the reason for the prescriptions.
3. Accept Paul Caimi as Monitor of my performance under this Contract and I assume the responsibility of making at least one personal or telephone contact per week with my Monitor or as otherwise directed by my Monitor.
4. Provide my Monitor with whatever substantiating documentation the Monitor/OLAP may require to assure compliance with this Contract.
5. Participate in continuing outpatient, aftercare, private and/or group therapy as required/recommended by a treatment center, qualified health care professional, my Monitor or OLAP. Treatment center: _____
6. Actively participate in a 12-Step Self Help Program including, at a minimum, the following:
 - a. Identify an AA/NA/CA/SAA (12-Step) Home Group and attend its weekly meetings, as well as at least 2 other AA/NA meetings per week.

Exhibit 'A'

(Total 3 per week)

- b. Identify and enlist the aid of a 12-Step sponsor within two weeks of the date of this Contract and give my sponsor permission to disclose appropriate information as requested by OLAP.
 - c. Progress satisfactorily through the *AA Big Book* and the *AA 12 Steps and 12 Traditions* or the *NA Basic Text*, the *NA It Works: How and Why*, *CA Basic Text*, *Hope & Courage*.
 - d. Prepare for and complete the 12-Step Program within the time frame recommended by my sponsor.
 - e. Encourage my spouse or significant other to attend Open Discussion, Couples, or Al-Anon or Codependents Anonymous (CODA).
 - f. Encourage my child(ren) to attend Al-Teen Al-Anon.
 - g. Attend open meetings with my spouse or significant other, if possible.
 - h. Involve my family in continuing supportive care as recommended by a treatment center, therapist, qualified health care professional.
7. Submit to and pay for random urine drug/alcohol screens as determined by OLAP, pursuant to the OLAP Random Drug Testing Procedure.
 8. Immediately notify OLAP and my Monitor in the event that I use any mind altering substances (alcohol, non-prescribed medication or other drugs).
 9. I agree to pay OLAP \$50.00, \$100.00, \$200.00 monthly administration fee and forward payment to OLAP by the fifth day of each month.
 10. Keep an accurate record of 12-Step meetings on the form provided and submit monthly reports to OLAP (copy to Monitor) by the fifth day of the following month.
 11. Make appropriate restitution.
 12. Obtain all required CLE's, and provide evidence of attendance to OLAP.
 13. Provide appropriate release forms for urine/blood screens, treatment center records, therapist/qualified health care professional reports and other written and verbal information required to assure compliance with the terms of this Contract.
 14. Comply with each and every term contained in any Court order or agreement relevant to my program of recovery.
 15. Use modification of these Contract terms as required by my Monitor and/or OLAP if dictated by a change in circumstances.
 16. Attend the annual Seminar Retreat of OLAP unless excused.

17. I fully understand the conditions outlined in my Recovery Contract, and realize that non-compliance, as determined by OLAP, will place me on INACTIVE STATUS/TERMINATED. I understand that INACTIVE STATUS/TERMINATED means that OLAP will not provide advocacy for me. If the deficiencies are corrected and OLAP determines that I am in compliance with my Contract, I understand that I may be returned to ACTIVE STATUS.

OLAP agrees to

1. Provide a suitable Monitor to act as monitor of the performances required by this Contract.
2. Insofar as addiction and/or mental health recovery are concerned, and where applicable, assume an advocacy role before any committee, commission, court, or with any employer or other person to whom the Participant must report or account.
3. Assume the responsibility to hold this Contract and all information acquired in furtherance thereof in strict confidence unless released from such obligation in writing.
4. Assume the responsibility to report compliance or non-compliance with this Contract to the appropriate person(s).

This Contract shall remain in effect for two years from the date of execution and may be extended by order of the Ohio Supreme Court, other court, or agreement of the Parties.

Date: 5/9/11

Date: 5-11-11

OHIO LAWYERS
ASSISTANCE PROGRAM, INC.

By: Paul A. Caimi
Scott R. Mote, Esq.
Stephanie S. Krznarich, MSW, LISW-S, LCDC-III
Megan R. Robertson, MSW, LISW
Paul A. Caimi, J.D., LCDC-III, ICADC
Patrick J. Garry, Esq.

[Signature]
Participant

Richard W. Hoppel
Print Name

CERTIFICATE of SERVICE

I do hereby certify that on the 12th day of May, 2011 I did serve a copy of the foregoing Motion to Supplement the Record upon the following persons or entities by regular US Mail, postage prepaid and addressed as follows:

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Heather L. Hissom, Asst Disciplinary Counsel
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Jonathon W. Marshall, Esq.
The Supreme Court of Ohio
Board of Commissioners on
Grievances and Discipline
65 South Front Street
5th Floor
Columbus OH 43215-3431

Dated: 12 MAY 2011



Harry J. DePiero