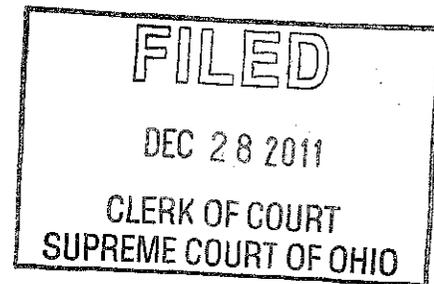


**BEFORE THE BOARD OF COMMISSIONERS
ON
GRIEVANCES AND DISCIPLINE
OF
THE SUPREME COURT OF OHIO**



In Re:	:	
Complaint against	:	Case No. 10-044
Jason Todd Lorenzon	:	Findings of Fact,
Attorney Reg. No. 0082510	:	Conclusions of Law and
Respondent	:	Recommendation of the
Disciplinary Counsel	:	Board of Commissioners on
Relator	:	Grievances and Discipline of
	:	the Supreme Court of Ohio

{¶1} This matter was heard on September 26, 2011, in Columbus, Ohio, before a panel composed of Charles E. Coulson; Judge Thomas F. Bryant; and Judge Otho Eyster, chair. None of the panel members resides in the appellate district in which the complaint arose and none was a member of a probable cause panel that reviewed the complaint pursuant to Gov. Bar R. V, Section 6(D)(I).

{¶2} Assistant Disciplinary Counsel, Heather L. Hissom, appeared as counsel for the Relator. Respondent, Jason Todd Lorenzon, was present and represented by Kenneth R. Donchatz.

{¶3} Relator and Respondent filed agreed stipulations that included facts, mitigation and aggravation, and eleven exhibits.¹ The parties agreed to the admission of the stipulations, as well as twelve character letters. (Respondent's Ex. A)

¹ The agreed stipulations refer to twelve exhibits. However, the joint exhibit notebook presented at the hearing included only eleven exhibits.

FINDINGS OF FACT

{¶4} Respondent, Jason Todd Lorenzon, was admitted to the practice of law in the State of Ohio on November 5, 2007. Respondent is subject to the Ohio Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.

Count I – Consumer Law Group

{¶5} On September 15, 2008, Respondent entered into an “Of Counsel” agreement (“agreement”) with Consumer Law Group, P.A. (“CLG”), a Florida based law firm that negotiates debt on behalf of consumers. (Relator’s Ex. 1) Respondent agreed to be local counsel for CLG.

{¶6} Paragraph 5 of the agreement states that Respondent will be paid \$1,000 annually to serve as local counsel. Respondent was paid \$1,000 on September 24, 2008. (Relator’s Ex. 4)

{¶7} Paragraph 3 of the agreement also states that Respondent will execute a contract with each Ohio client. To make this possible, the agreement required Respondent to provide CLG with his electronic signature and Ohio attorney registration number. Respondent provided this information to CLG on September 23, 2008. (Relator’s Ex. 2 & 3)

{¶8} Under paragraph 2 of the agreement, Respondent’s only duty to the Ohio clients was to engage in “episodic phone calls wherein [Respondent] may be needed to answer client questions from time to time.” Respondent’s commitment to answering client telephone calls was not to exceed a total of three hours per year.

{¶9} Paragraph 3 of the agreement further states that Respondent is not obligated to represent the clients in court, before any agency or panel.

{¶10} Until November 17, 2009, Respondent was only aware of one contract which was with Floyd and Mary Brown. Respondent was only aware of this contract because the Browns

sued Respondent and CLG in Preble County Court of Common Pleas to terminate their services contract in May 2009.²

{¶11} On October 5, 2009, Respondent terminated the agreement with CLG.

{¶12} Respondent testified that it was his understanding that he would be responsible for all Ohio clients and oversee their cases to ensure their representation was according to the “Ohio ethics rules” and in their best interest. By “oversee,” Respondent explained he thought he would receive a contract from CLG for each client. After he approved the contract, he would be in communication with CLG and the client to ensure the three steps of representation for negotiating credit card debt were met. (Hearing Tr. 21.)

{¶13} Respondent admitted the contract did not provide for him to review every individual contract. He did approve the blank form contract that was to be used for Ohio clients and insisted he was to see every contract, approve it, and send it back to CLG where his electronic signature would be affixed to the contract. (Hearing Tr. 23-25.) Respondent testified he was supposed to receive the contract by e-mail, send his approval back to CLG by e-mail, and authorize CLG to place his signature on the contract. Respondent thought this procedure would be “easier” and require less time than Respondent actually signing the contract, scanning it, and sending it back to CLG. (Hearing Tr. 38-40.)

{¶14} Count I of the complaint alleges, but Respondent does not stipulate, that his actions violated the following: Prof. Cond. R. 8.4(a) [a lawyer shall not violate or attempt to violate the Ohio Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another]; and Prof. Cond. R. 8.4(h) [conduct that adversely reflects on the lawyer’s fitness to practice law].

² Although the parties stipulated that the Browns sued Respondent in Preble County, it appears the suit was actually filed in Paulding County. (Ex. 7.)

Count II – Assisting in the Unauthorized Practice of Law

{¶15} Relator dismissed Count II of the complaint at the hearing.

Count III – Floyd and Mary Brown

{¶16} Floyd and Mary Brown retained the services of CLG to assist them in negotiating and paying off consumer debts.

{¶17} On November 26, 2008, Floyd and Mary Brown entered into a "negotiation agreement" with CLG. The negotiation agreement bears the electronic signature, name, and bar number of Respondent. Respondent is the only named representative of CLG on the negotiation agreement. (Relator's Ex. 6)

{¶18} The parties to the negotiation agreement are Floyd and Mary Brown and CLG.

{¶19} The negotiation agreement states that CLG will negotiate and settle unsecured debts for the clients, Floyd and Mary Brown.

{¶20} Floyd and Mary Brown paid CLG \$2,500 for their services, plus put money into a separate bank account which would be used to negotiate with their creditors.

{¶21} Floyd and Mary Brown were sued by a creditor and sought the services of a private attorney, who urged them to terminate the services of CLG.

{¶22} The attorney for the Browns contacted Respondent because his name was on the negotiation agreement.

{¶23} Respondent was unaware that his name was on the negotiation agreement.

{¶24} Floyd and Mary Brown filed suit against Respondent and CLG in the Preble County Court of Common Pleas to terminate the contract and obtain a refund of monies paid to CLG.³ (Relator's Ex. 7)

³ See fn. 2, supra.

{¶25} Metzner, Esq., the owner of CLG, and Respondent entered into a settlement agreement with Floyd and Mary Brown on June 1, 2009.⁴

{¶26} Floyd and Mary Brown were given a full refund of monies paid to CLG.

{¶27} Count III of the complaint alleges, but Respondent does not stipulate, that his actions violated the following: Prof. Cond. R. 1.4(a)(2) [A lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished]; Prof. Cond. R. 1.4(a)(3) [A lawyer shall keep the client reasonably informed about the status of the matter]; Prof. Cond. R. 1.4(b) [A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation]; and Prof. Cond. R. 8.4(h) [A lawyer shall not engage in conduct that adversely reflects on the lawyer's fitness to practice].

{¶28} Count III of the complaint also alleges violations of Prof. Cond. R. 1.1⁵ [a lawyer shall provide competent representation to a client] and Prof. Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in the representation of a client]. In its January 3, 2011 brief, Relator indicates these charges are dismissed.

Count IV – Beth and Thomas Janssen

{¶29} Beth and Thomas Janssen retained the services of CLG to assist them in negotiating and paying off consumer debts.

{¶30} On October 10, 2008, Beth and Thomas Janssen entered into a "negotiation agreement" with CLG. The negotiation agreement bears the electronic signature, name, and bar

⁴ Michael L. Metzner is the full name of the owner of CLG. (Hearing Tr. 19; Ex. 5.)

⁵ In Counts III-VI of the complaint, Relator cites Prof. Cond. R. 1.0 for the duty to provide competent representation. This appears to be a typographical error as Prof. Cond. R. 1.0 only contains terminology and definitions. The correct rule citation for the competency requirement is Prof. Cond. R. 1.1, and this correction is made throughout this report.

number of Respondent. Respondent is the only named representative of CLG on the negotiation agreement. (Relator's Ex. 9)

{¶31} The parties to the negotiation agreement are Beth and Thomas Janssen and CLG.

{¶32} The negotiation agreement states that CLG will negotiate and settle unsecured debts for the clients, Beth and Thomas Janssen.

{¶33} Beth and Thomas Janssen paid CLG \$4,500 for their services, plus put money into a separate bank account which would be used to negotiate with their creditors.

{¶34} Beth and Thomas Janssen did not have any contact with Respondent outside of seeing his name on their negotiation agreement.

{¶35} Count IV of the complaint alleges, but Respondent does not stipulate, that his actions violated the following: Prof. Cond. R. 1.4(a)(2), Prof. Cond. R. 1.4(a)(3), Prof. Cond. R. 1.4(b), and Prof. Cond. R. 8.4(h).

{¶36} Count IV of the complaint also alleges violations of Prof. Cond. R. 1.1 and Prof. Cond. R. 1.3. In its January 3, 2011 brief, Relator indicates these charges are dismissed.

Count V – Evelyn and Dale Carter

{¶37} Evelyn and Dale Carter retained the services of CLG to assist them in negotiating and paying off consumer debts.

{¶38} On October 1, 2009, Evelyn and Dale Carter entered into a negotiation agreement with CLG. The negotiation agreement bears the electronic signature, name, and bar number of Respondent. Respondent is the only named representative of CLG on the negotiation agreement. (Relator's Ex. 10)

{¶39} The parties to the negotiation agreement are Evelyn and Dale Carter and CLG.

{¶40} The negotiation agreement states that CLG will negotiate and settle unsecured debts for the clients, Evelyn and Dale Carter.

{¶41} Evelyn and Dale Carter paid CLG \$4,500 for their services, plus put money into a separate bank account that would be used to negotiate with their creditors.

{¶42} Evelyn and Dale Carter did not have any contact with Respondent outside of seeing his name in their negotiation agreement.

{¶43} Count V of the complaint alleges, but Respondent does not stipulate that his actions violated the following: Prof. Cond. R. 1.4(a)(2), Prof. Cond. R. 1.4(a)(3), Prof. Cond. R. 1.4(b), and Prof. Cond. R. 8.4(h).

{¶44} Count V also alleges violations of Prof. Cond. R. 1.1 and Prof. Cond. R. 1.3. In its January 3, 2011 brief, Relator indicates these charges are dismissed.

Count VI – Terry Renner

{¶45} Terry Renner retained the services of CLG to assist her in negotiating and paying off consumer debts.

{¶46} On December 16, 2008, Terry Renner entered into a negotiation agreement with CLG. The negotiation agreement bears the electronic signature, name, and bar number of Respondent. Respondent is the only named representative of CLG on the negotiation agreement. (Relator's Ex. 11)

{¶47} The parties to the negotiation agreement are Terry Renner and CLG.

{¶48} The negotiation agreement states that CLG will negotiate and settle unsecured debts for the client, Terry Renner.

{¶49} Renner paid CLG \$3,500 for their services, plus put money into a separate bank account which would be used to negotiate with their creditors.

{¶50} Renner did not have any contact with Respondent outside of seeing his name on her negotiation agreement.

{¶51} Count VI of the complaint alleges but Respondent does not stipulate that his actions violated the following: Prof. Cond. R. 1.4(a)(2) ,Prof. Cond. R. 1.4(a)(3) ,Prof. Cond. R. 1.4(b) ,and Prof. Cond. R. 8.4(h).

{¶52} Count VI also alleges violations of Prof. Cond. R. 1.1 and Prof. Cond. R. 1.3. Unlike Counts III, IV, and V, Relator's January 3, 2011 brief does not state that these charges are dismissed as to Count VI. This may have been a typographical error. In any event, Relator did not present evidence of these rule violations in regard to Count VI at the hearing. Accordingly, the panel dismisses the charged violations of Prof. Cond. R. 1.1 and Prof. Cond. R. 1.3.

CONCLUSIONS OF LAW

{¶53} The panel finds Relator has not shown by clear and convincing evidence that Respondent established an attorney-client relationship with the grievants. Respondent's electronic signature appeared on the negotiation agreements but he was not aware of this until he was sued by the Browns and notified by Relator. Respondent should not be held accountable to clients that he was not aware existed. Accordingly, the panel finds that Respondent did not violate Prof. Cond. R. 1.4(a)(2), Prof. Cond. R. 1.4(a)(3), or Prof. Cond. R. 1.4(b), as contained in Counts III, IV, V, and VI, and recommends dismissal of these allegations.

{¶54} The panel also finds that Relator failed to establish by clear and convincing evidence a violation of Prof. Cond. R. 8.4(a) as alleged in Count I. Relator did not present evidence that CLG or Metzner violated the Ohio Rules of Professional Conduct, and the panel recommends dismissal of this allegation.

{¶55} The panel finds by clear and convincing evidence that Respondent's conduct violated Prof. Cond. R. 8.4(h) as charged in Count I. The panel's finding is based on Respondent giving CLG his electronic signature and attorney registration number without restrictions on how the signature and number could be used. As one panel member put it, ""* * * in order to facilitate

signing a contract for a potential client, you gave them what amounts to your ATM identification and your pin number.” (Hearing Tr. 78) Respondent, in exchange for \$1,000, authorized CLG to use his signature and attorney registration number on documents he never saw.

{¶56} The panel recommends dismissal of the Prof. Cond. R. 8.4(h) violations alleged in Counts III, IV, V, and VI.

MITIGATION AND AGGRAVATION

{¶57} The panel accepts the stipulated mitigating factors of absence of a prior disciplinary record, full and free disclosure to the Board, and a cooperative attitude toward the proceedings. Respondent also submitted twelve letters from attorneys, family, and friends attesting to his character, integrity, and professional skills.

{¶58} There are no stipulated aggravating factors, but the panel is concerned about Respondent’s testimony that he felt victimized by Mr. Metzner. Respondent does not acknowledge any wrongful conduct on his part.

SANCTION

{¶59} The panel finds this is a case of first impression. The facts in this case are unique and without precedent. The cases cited by Relator involving attorneys that have been disciplined for permitting staff members to sign their name to documents they did not review, misuse of notary jurat, and outright forgery, are not analogous with Respondent’s conduct in this matter.

{¶60} Respondent entered into a contract to serve as “Of Counsel” for an out-of-state law firm. In exchange for \$1,000, Respondent provided the law firm his electronic signature and Ohio attorney registration number. Under the terms of the contract, Respondent was not obligated to provide legal services to any Ohio clients.

{¶61} Respondent may have relied too heavily on conversations with Metzner regarding terms not contained in the contract, but he is an attorney and must be held accountable as such.

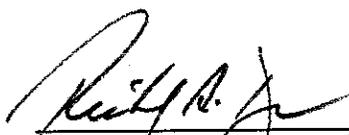
The panel regards the authorization of the unrestricted use of an attorney's electronic signature and Ohio attorney registration number a serious matter.

{¶62} For engaging in conduct adversely reflecting his fitness to practice law, the panel recommends a sanction of a stayed six-month suspension.

BOARD RECOMMENDATION

Pursuant to Gov. Bar R. V, Section 6(L), the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio considered this matter on December 1, 2011. The Board adopted the Findings of Fact, Conclusions of Law, and Recommendation of the panel and recommends that Respondent, Jason Todd Lorenzon, be suspended from the practice of law in Ohio for a period of six months, stayed in its entirety. 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.



**RICHARD A. DOVE, Secretary
Board of Commissioners on
Grievances and Discipline of
the Supreme Court of Ohio**