

IN THE SUPREME COURT OF OHIO

IN RE: :  
 :  
 Complaint Against: : Supreme Court Case No. 2011-2043  
 :  
 Curtis D. Britt (#0070966) :  
 :  
 RESPONDENT : Case No. 10-048  
 : Before the Board of Commissioners  
 : on Grievances and Discipline  
 Cincinnati Bar Association :  
 :  
 RELATOR :

**RESPONDENT'S ANSWER TO RELATOR'S OBJECTION TO THE FINDINGS  
 OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION OF THE  
 BOARD OF COMMISSIONERS ON GRIEVANCES AND DISCIPLINE**

Robert J. Gehring (0019329)  
 Crabbe Brown & James LLP  
 30 Garfield Place, Suite 740  
 Cincinnati, Ohio 45202  
 Tel: (513)784-1525  
[rgehring@cbjlawyers.com](mailto:rgehring@cbjlawyers.com)

George D. Jonson (0027124)  
 Brian M. Spiess (0085049)  
 MONTGOMERY, RENNIE & JONSON  
 36 East Seventh Street, Suite 2100  
 Cincinnati, Ohio 45202  
 Tel: (513) 241-4722  
[gjonson@mrjlaw.com](mailto:gjonson@mrjlaw.com)  
[bspiess@mrjlaw.com](mailto:bspiess@mrjlaw.com)

Phillip J. Smith (0062942)  
 GE Aviation  
 One Neumann Way, MD J104  
 Cincinnati, Ohio 45215  
 Tel: (513) 243-9929  
[phillipj.smith@ge.com](mailto:phillipj.smith@ge.com)

*Counsel of Record for Respondent  
 Curtis D. Britt*

Dimity V. Orlet (0068183)  
 Assistant Counsel & CLE Director  
 Cincinnati Bar Association  
 225 East Sixth Street, 2<sup>nd</sup> Floor  
 Cincinnati, Ohio 45202  
 Tel: (513) 381-8213

*Counsel of Record for Relator  
 The Cincinnati Bar Association*

**FILED**  
 FEB 07 2012  
 CLERK OF COURT  
 SUPREME COURT OF OHIO

**RECEIVED**  
 FEB 07 2012  
 CLERK OF COURT  
 SUPREME COURT OF OHIO

**TABLE OF CONTENTS**

	Page
TABLE OF AUTHORITIES.....	ii
INTRODUCTION.....	1
STATEMENT OF FACTS.....	2
ARGUMENT.....	3
<p><b>RELATOR’S PROPOSITION OF LAW:</b> When stipulated facts demonstrate multiple violations of the rules of professional conduct, including the conversion of unearned fees from dozens of clients for an attorney’s personal use, failure to repay those funds after neglecting entrusted matters, and allowing staff to engage in the unauthorized practice of law, the attorney should be disbarred after failing to present evidence of mitigation sufficient to rebut the presumptive sanction of disbarment.</p>	
<p><b>RESPONSE:</b></p>	
I. The case law relied on by Relator in support of the contention that Respondent should be disbarred is indistinguishable .....	3
II. The Board correctly considered aggravating and mitigating factors in reaching a recommended sanction .....	5
III. There is no evidence to support Relator’s argument that the Board’s recommendation will put future clients at risk .....	7
CONCLUSION .....	9
CERTIFICATE OF SERVICE.....	10

## TABLE OF AUTHORITIES

Page

### CASES

<i>Butler County Bar Association v. Cornett</i> 109 Ohio St.3d 347, 2006-Ohio-2575, 847 N.E.2d 1200 .....	4
<i>Cincinnati Bar Association v. Weaver</i> 102 Ohio St.3d 264, 2004-Ohio-2683, 809 N.E.2d 1113.....	4
<i>Cleveland Metropolitan Bar Association v. Brown</i> 130 Ohio St.3d 147, 2011-Ohio-5198, 956 N.E.2d 296 .....	6, 7
<i>Disciplinary Counsel v. Bursey</i> 124 Ohio St.3d 85, 2009-Ohio-6180, 919 N.E.2d 198.....	4
<i>Disciplinary Counsel v. Henry</i> 127 Ohio St.3d 398, 2010-Ohio-6206, 939 N.E.2d 1255.....	4
<i>Toledo Bar Association v. Mason</i> 118 Ohio St.3d 412, 2008-Ohio-2704, 889 N.E.2d 539 .....	4
<i>Warren County Bar Association v. Marshall</i> 121 Ohio St.3d 197, 2009-Ohio-501, 903 N.E.2d 280 .....	3

### OTHER AUTHORITIES

Findings of Fact, Conclusions of Law and Recommendation of the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio .....	1, 2, 5, 6, 7
Rules & Regulations Governing Procedure on Complaints and Hearings Before the Board of Commissioners on Grievances and Discipline, Section 10(A) .....	5
Stipulations of Fact and Violations of the Ohio Rules of Professional Conduct .....	1, 2, 4, 6 (Appendix A)

IN THE SUPREME COURT OF OHIO

IN RE: :  
: :  
Complaint Against: : Supreme Court Case No. 2011-2043  
: :  
Curtis D. Britt (#0070966) :  
: :  
RESPONDENT : Case No. 10-048  
: Before the Board of Commissioners  
: on Grievances and Discipline  
Cincinnati Bar Association :  
: :  
RELATOR :

---

**RESPONDENT'S ANSWER TO RELATOR'S OBJECTION TO THE FINDINGS  
OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION OF THE  
BOARD OF COMMISSIONERS ON GRIEVANCES AND DISCIPLINE**

---

**Introduction**

On August 25, 2011, Relator and Respondent filed Stipulations of Fact and Violations of the Ohio Rules of Professional Conduct ("Stipulations"). The hearing was conducted on September 14, 2011. After the hearing, both parties submitted written closing briefs. In its brief, Relator requested that Respondent be disbarred. Respondent requested a two-year suspension, with reinstatement conditioned on complete restitution.

On December 12, 2011, 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 ("Recommendation"), the Board of Commissioners on Grievances and Discipline (the "Board") recommended that Respondent be suspended indefinitely from the practice of law in Ohio and ordered to pay full restitution to his former clients.

On January 20, 2012, Relator filed Relator's Objection to the Findings of Facts, Conclusions of Law, and Recommendation of the Board of Commissioners on Grievances and Discipline ("Objection"). Relator argues that the Board erred when it recommended an indefinite suspension based, in part, on the application of mitigating factors.

### **Statement of Facts**

Respondent does not dispute any statement of fact set forth in the Findings of Fact and Conclusions of Law of the Board. However, Relator's Statement of Facts, set forth in the Objection, necessitates some clarification.

Relator states that Respondent failed to pay federal withholding taxes. (Objection, p. 2.) As Respondent testified, Britt Law's business and marketing manager was responsible for paying the federal withholding taxes and failed to do so, which was one of the factors that led to the manager's termination. (Transcript of September 14, 2011, Hearing ("Tr."), p. 111.)

Relator states that Respondent "has recently begun paying [bankruptcy attorney Nick] Zingarelli \$1,000 a month to complete the work" for his former clients. (Objection, p. 3.) Respondent's first monthly payment of \$1,000 to Mr. Zingarelli (made by automated withdrawal from Respondent's checking account and deposit into Mr. Zingarelli's account) was made on January 1, 2011. (Stipulated Exhibit G.) By the time of the September hearing, the amount of money paid had grown to \$9,350. (Recommendation, ¶ 45.) As of this writing, Respondent will have paid Mr. Zingarelli \$13,350.

Relator also states that Respondent "has begun making monthly payments to his parents of \$400 to repay \$100,000 they loaned him," but has not reimbursed any of the

clients who are not represented by Mr. Zingarelli. As Respondent testified, the \$400 represents the amount of the interest-only monthly payment his father makes on the loan. It is not a repayment of principal. (Tr., p. 108-109.)

## **Argument**

### **Relator's Proposition of Law**

WHEN STIPULATED FACTS DEMONSTRATE MULTIPLE VIOLATIONS OF THE RULES OF PROFESSIONAL CONDUCT, INCLUDING THE CONVERSION OF UNEARNED FEES FROM DOZENS OF CLIENTS FOR AN ATTORNEY'S PERSONAL USE, FAILURE TO REPAY THOSE FUNDS AFTER NEGLECTING ENTRUSTED MATTERS, AND ALLOWING STAFF TO ENGAGE IN THE UNAUTHORIZED PRACTICE OF LAW, THE ATTORNEY SHOULD BE DISBARRED AFTER FAILING TO PRESENT EVIDENCE OF MITIGATION SUFFICIENT TO REBUT THE PRESUMPTIVE SANCTION OF DISBARMENT.

### **Response to Relator's Proposition of Law**

#### **I. The case law relied on by Relator in support of the contention that Respondent should be disbarred is distinguishable.**

Relator states that the presumptive sanction for Respondent's conduct is disbarment. In support of this argument, Relator relies exclusively on six cases that contain an aggravating factor not present in this case: Each of the respondents in the cases cited were disbarred after they did not participate in, or cooperate with, the disciplinary process.

In *Warren County Bar Association v. Marshall*, 121 Ohio St.3d 197, 2009-Ohio-501, 903 N.E.2d 280, the respondent never responded to the grievance committee, never responded to the requests for admissions, and did not appear at an evidentiary hearing. The panel, the Board, and the Supreme Court considered this aggravating factor when determining a proper sanction. "In addition, the panel found that respondent failed to cooperate in the disciplinary process." *Id.* at 200.

In *Butler County Bar Association v. Cornett*, 109 Ohio St.3d 347, 2006-Ohio-2575, 847 N.E.2d 1200, this Court stated: “In recommending a sanction for this misconduct, we take into account, as did the board, the aggravating and mitigating factors listed in Section 10 of the Rules and Regulations Governing Procedure on Complaints and Hearings Before the Board of Commissioners on Grievances and Discipline.” *Id.* at 352. Among the aggravating factors in *Cornett* was that he “did not cooperate in the disciplinary process.” *Id.* See also *Disciplinary Counsel v. Henry*, 127 Ohio St.3d 398, 2010-Ohio-6206, 939 N.E.2d 1255 (Respondent never responded to four letters of inquiry or answered complaint); *Disciplinary Counsel v. Bursey*, 124 Ohio St.3d 85, 92, 2009-Ohio-6180, 919 N.E.2d 198 (Respondent cited for “knowingly failing to respond to a demand for information by a disciplinary authority during an investigation”); *Toledo Bar Ass’n v. Mason*, 118 Ohio St.3d 412, 415, 2008-Ohio-2704, 889 N.E.2d 539 (“By ignoring relator’s investigative inquiries and failing to answer the complaint, respondent violated Gov. Bar R. V(4)(G)”; *Cincinnati Bar Ass’n v. Weaver*, 102 Ohio St.3d 264, 2004-Ohio-2683, 809 N.E.2d 1113 (citing respondent’s “lack of any participation in the disciplinary proceedings”).

Respondent Britt answered the complaint, cooperated in discovery, and entered into an extensive stipulation of facts and violations. Prior to the hearing, he wrote a letter to his clients (Stipulated Exhibit I) in which he explained—and admitted—his wrongdoing. (“In plain English, I spent the money you paid me before it was earned. \*\*\* I know that I have violated your trust and put you in jeopardy by not timely performing the services I promised to perform.”) He showed candor and remorse at the hearing, and stated he was setting aside \$1,000 per month for clients not represented by Mr. Zingarelli, with plans to increase that to \$2,000 per month once he has satisfied his

obligation to the clients represented by Mr. Zingarelli. (Tr., p. 73). Therefore, while Relator is correct that there is a presumption of disbarment in cases where a respondent has taken client funds and not performed the agreed upon legal work, the cases cited in support of disbarment are inapplicable to a respondent who has participated fully in the grievance process.

**II. The Board correctly considered aggravating and mitigating factors in reaching a recommended sanction.**

Section 10(A) of the Rules and Regulations Governing Procedure on Complaints and Hearings Before the Board of Commissioners on Grievances and Discipline states: "Each disciplinary case involves unique facts and circumstances. In striving for fair disciplinary standards, consideration will be given to specific professional misconduct and to the existence of aggravating or mitigating factors."

In its Recommendation, the Board cited several mitigating factors: Respondent's remorse, Respondent's intention to make restitution through the payments of \$1,000 each month into an account, and his acknowledgement that his acts were wrongful. (Recommendation, ¶ 57.) Relator, however, argues that there was insufficient evidence to warrant "the Board's Deviation from the Presumptive Sanction of Disbarment." (Objection, p. 7.)

Relator argues two points. First, Relator argues that Respondent's depression is "legally insufficient to constitute mitigation." Respondent is unsure why this non-issue was raised. The panel did not consider Dr. Douglas Mossman's evaluation as evidence of mitigation. (Recommendation, ¶ 56.) This was not listed among the mitigating factors in support of the Board's recommended sanction.

Second, Relator argues that the Board has given too much weight to Respondent's intent to make restitution. If anything, the Board did not give his restitution payments *enough* weight. The Board cited to testimony that Respondent "intends to make restitution." (Recommendation, ¶ 57.) At the time of the hearing, the amount Respondent had already paid bankruptcy attorney Nick Zingarelli was \$9,350. Respondent instructed his bank to automatically withdraw \$1,000 from his account and deposit it into Mr. Zingarelli's account on the first day of each month. The automated withdrawal and deposit cannot be canceled.

Britt will not change the Banking Instructions until the promissory note to Zingarelli is paid in full. Britt understands that the Banking Instructions are Zingarelli's only security for payment of the promissory note and that Zingarelli will be irreparably injured if Britt modifies the Banking Instructions in any way. Accordingly, Britt agrees that Zingarelli would be entitled to a permanent injunction preventing modification of the Banking Instructions should Britt attempt to modify the Banking Instructions in any way.

(Stipulated Exhibit G.)

Relator argues that the Board did not have enough evidence to deviate from a presumptive sanction of disbarment, but Relator is really arguing that the sanction should be disbarment—period. This is contrary to Ohio law. As the Board stated, the Supreme Court has agreed to recommended sanctions of less than disbarment in cases with similar violations and the application of mitigating factors.

The Board cited to *Cleveland Metropolitan Bar Association v. Brown*, 130 Ohio St.3d 147, 2011-Ohio-5198, 956 N.E.2d 296, and noted that the Board in *Brown* "recommended an indefinite suspension based on the entire record, including the fact that Brown had been in the practice of law for only a few years." (Recommendation, ¶ 62.)

Here, Respondent had been practicing bankruptcy law for less than one year when grievant Sonya Weaver came to his office. It was during that time that the facts stated in Count One of the Complaint against Respondent took place. (Recommendation, ¶ 12-27.)

The Board applied the law of *Brown* to the record in this case in recommending an indefinite suspension and an order that Respondent pay full restitution to all clients harmed by his misconduct. (Recommendation, ¶ 62-63.)

**III. There is no evidence to support Relator's argument that the Board's recommendation will put future clients at risk.**

The Board and Relator have opposing views on whether the recommended sanction protects the public. The Board decided an indefinite suspension and order to pay full restitution provided the necessary protection.

In recommending that Respondent be indefinitely suspended, we note that the Supreme Court has stated on numerous occasions that "[t]he primary purpose of disciplinary sanctions is not to punish the offender, but to protect the public." *Disciplinary Counsel v. O'Neill*, 103 Ohio St. 3d 204, 2004-Ohio-4704.

(Recommendation, ¶ 61.) Relator disagrees. "There is no way to ensure the public would be protected adequately other than disbarment." (Objection, p. 6.)

The facts support the Board's recommendation that disbarment is not necessary to protect the public. First, there was no evidence of a dishonest or selfish motive. The Board did not cite to a dishonest or selfish motive as an aggravating factor, and also did not cite to the absence of a dishonest or selfish motive as a mitigating factor. Therefore, this Court must look to the record.

Respondent did not convert client funds for his personal use. He deposited the funds directly into his operating account and used them to run his office. He also borrowed \$116,000 from his parents to keep his practice afloat. (Tr., p. 100.)

Respondent testified that he was an attorney with little bankruptcy experience when he started a bankruptcy practice and was essentially "self-taught" in bankruptcy law. (Tr., p. 41-42.) When clients paid him to file a bankruptcy case, he improperly deposited the funds into his operating account, something he learned from his brief employment with another bankruptcy firm. He acknowledged this was a mistake.

I never once considered that, sir. I followed the practice that I had been taught, if you will, through my employ with Mr. Bradburn. Essentially, they treated the funds received from the client as earned upon receipt, and I continued that practice.

(Tr., p. 54.) Respondent also testified that Chapter 13 fees could be taken before they were earned. "It has always been my understanding that those fees are considered earned upon receipt, even though there is a continuing duty to perform." (Tr., p. 96.) The money that should have been available in the IOLTA account to pay filing fees wasn't available and Respondent didn't have the money to open new bankruptcy cases. Eventually, Respondent made the decision to wind the practice down. (Tr., p. 57-58.)

As stated above, Respondent borrowed money from his parents to keep his practice afloat. If his goal was to put money into his pocket, he could have just kept the borrowed funds. He testified that he reduced the amount of money he took out of the practice over time and that he did not pay personal expenses out of his operating account. (Tr., p. 57-58, 60.) While the record is replete with evidence of gross negligence and ignorance of the IOLTA requirements, there is no evidence of a dishonest or selfish motive.

Second, Respondent testified he is now employed by the U.S. Air Force in a non-legal capacity and, if reinstated to the practice of law, would use his license on a pro bono basis.

Q. And yet you don't have an intent to enter into the private practice of law. What would you do with your law license if you were to get it back?

A. I have the capacity to be an attorney. It would be my desire that at some point in time – Excuse me, gentlemen.

CHAIR REYNOLDS: Take your time.

THE WITNESS: It would be my desire that, at some point in time, I would be able to practice, perhaps, on a pro bono basis for a nonprofit organization, to complete my obligations to the public. I apologize for this, gentlemen. If I did this, it would be a function of restoring my honor and my integrity.

(Tr., p. 110).

Third, Respondent would have to apply for reinstatement after making full restitution to all of his former clients. Even after he completes this obligation, there is no guarantee he would be readmitted. A panel would have to be satisfied that he did not pose a threat to the public at the time he applied for reinstatement.

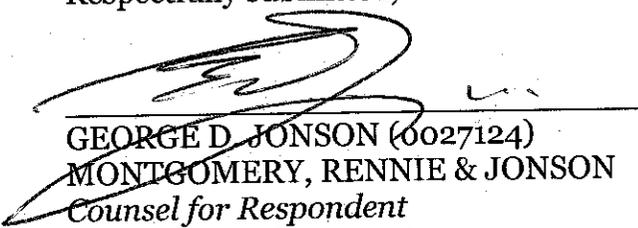
### **Conclusion**

Respondent violated parts of nine separate Rules of Professional Conduct. But Respondent also cooperated with the disciplinary process, paid thousands of dollars toward restitution, and testified with candor and remorse about the circumstances that led to these violations.

In response, the Board reviewed the record and recommended an indefinite suspension. Respondent now respectfully requests this Court uphold that

recommendation and leave Respondent with an opportunity to seek reinstatement to the practice of law in the future.

Respectfully submitted,



---

GEORGE D. JONSON (0027124)  
MONTGOMERY, RENNIE & JONSON  
*Counsel for Respondent*  
36 East Seventh Street, Suite 2100  
Cincinnati, Ohio 45202  
Tel: (513) 768-5220  
Fax: (513) 768-9220  
[gjonson@mrjlaw.com](mailto:gjonson@mrjlaw.com)

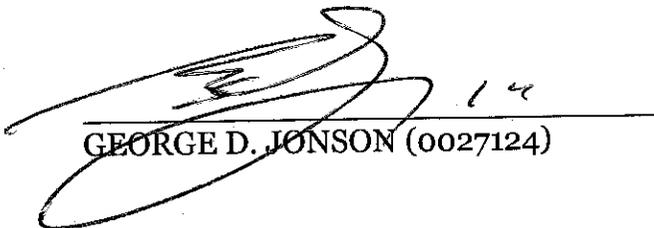
CERTIFICATE OF SERVICE

I served a copy of the foregoing by email, postage prepaid, upon the following on this 6<sup>th</sup> day of February, 2012:

Phillip J. Smith  
Counsel, Litigation and Preventive Law  
GE Aviation  
One Neumann Way, MD J104  
Cincinnati, Ohio 45215  
*Counsel for Relator*

Robert J. Gehring  
Crabbe Brown & James LLP  
30 Garfield Place, Suite 740  
Cincinnati, Ohio 45202  
*Counsel for Relator*

Dimity V. Orlet  
Assistant Counsel & CLE Director  
Cincinnati Bar Association  
225 East Sixth Street, 2<sup>nd</sup> Floor  
Cincinnati, Ohio 45202  
*Counsel for Relator*



---

GEORGE D. JONSON (0027124)

# Appendix A

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

In re:

Curtis D. Britt (#0070966)	:	Board No.10-048
	:	
RESPONDENT	:	
	:	
Cincinnati Bar Association	:	STIPULATION OF FACTS AND
	:	VIOLATIONS OF THE OHIO
RELATOR	:	RULES OF PROFESSIONAL CONDUCT
	:	

---

Now come Relator and Respondent, by and through counsel, and hereby enter into the following stipulations:

1. Respondent, Curtis D. Britt (#0070966), was admitted to the practice of law in Ohio in November 1999.
2. In March 2007, Mr. Britt was also admitted in Kentucky. His Kentucky license was suspended from December 2008 to November 2009 for non-payment of bar dues, but he is now in good standing in Kentucky.
3. At the time Relator, the Cincinnati Bar Association, filed its initial complaint in this matter in June 2010, Mr. Britt maintained his sole office in Florence, Kentucky. He had previously he maintained three additional offices: in the Cincinnati suburb of Blue Ash from July 2008 through July 2009; in the Cincinnati suburb of Kenwood from October 2008 to November 2009; and in Cincinnati from February 2009 through January 2010. The Florence, Kentucky, office was open from October 2008 through September 2010. Respondent has now closed all of his offices.
4. From the time Respondent opened his own law office on or about July 2008 on Reed Hartman Highway in Blue Ash, ninety-five percent of his practice related to Ohio bankruptcy matters.

## COUNT I: SONYA WEAVER'S GRIEVANCE

5. Mr. Britt had an agreement with "Total Bankruptcy," a website that provides a referral platform for bankruptcy attorneys, whereby he paid Total Bankruptcy \$65.00 per client referral.

6. Client leads from Total Bankruptcy made up approximately ninety percent of Mr. Britt's client referral base.

7. The Total Bankruptcy website stated that clients would receive a free evaluation by the local bankruptcy lawyer they were referred to.

8. Sonya Weaver was referred to Mr. Britt after completing an application on the Total Bankruptcy website. She sought legal counsel regarding the feasibility of filing Chapter 7 bankruptcy.

9. At her first appointment at Mr. Britt's office on February 6, 2009, Ms. Weaver met with Kenneth Cooper, a non-lawyer employed by Mr. Britt.

10. At this meeting, Mr. Cooper advised Ms. Weaver that she would qualify for Chapter 7 despite her interest in three time-share properties. Mr. Cooper also advised Ms. Weaver to discontinue payment of her credit card bills, to quit her part-time job, and to convert a CD to an IRA.

11. Ms. Weaver relied on Mr. Cooper's advice, discontinuing payment of her credit card bills and quitting her part-time job.

12. That day, Mr. Cooper completed an intake form, a copy of which is attached as *Exhibit A*, noting Ms. Weaver's interest in the three time-shares.

13. Ms. Weaver signed an agreement, attached hereto as *Exhibit B*, calling for payment of a flat fee of \$1,000.00 to Mr. Britt for his handling of the Chapter 7 bankruptcy. The

agreement also called for the payment of miscellaneous filing fees. Mr. Britt did not review or sign the agreement until sometime in early March 2009.

14. In payment of these fees, Ms. Weaver wrote Mr. Britt two checks totaling \$1,424.00: a check for \$100.00 on February 26, 2009 and a check for \$1,324.00 on February 27, 2009, both of which she dropped off at Mr. Britt's office.

15. Mr. Britt did not meet with Ms. Weaver on either occasion when she dropped the checks off; his office assistant merely provided her with paperwork to complete to further the filing of her bankruptcy.

16. In early March 2009, Ms. Weaver returned the completed paperwork, as well as bank records that Mr. Cooper had requested to Mr. Britt's office.

17. Thereafter, at the direction of Mr. Britt's office assistant, Ms. Weaver completed an online credit-counseling course to satisfy a court mandate for bankruptcy petitioners.

18. In April 2009, Mr. Britt met with Ms. Weaver for the first time. At this brief meeting, he informed her that a Chapter 7 bankruptcy might not be a viable option given her ownership interest in property, including the time-shares. Mr. Britt requested additional information from Ms. Weaver so that he could make a final determination.

19. Several days later, Mr. Britt and Ms. Weaver met again and she provided him with the documentation he had requested. At this brief meeting, Mr. Britt confirmed that Chapter 7 was not a viable option for her given her interest in property.

20. Ms. Weaver expressed dissatisfaction that, due to her reliance on Mr. Cooper's flawed advice, she was now two months behind on her credit card payments. Mr. Britt suggested that she contact her creditors to set up payment plans.

21. On April 30, 2009, Ms. Weaver sent Mr. Britt a certified letter attached as *Exhibit C* dismissing him from the case, and requesting return of her file, an itemized statement of the legal services rendered, and the return of any unearned fees.

22. In late May 2009, Mr. Britt sent Ms. Weaver a check for \$499.00, which represented \$299.00 for the filing fee and \$200.00 in unused legal fees. He failed to include an itemization of the legal services rendered and failed to return her file.

23. Mr. Britt kept no contemporaneous time records in Ms. Weaver's case. In responding to inquiries from Relator, Respondent maintained that he was due the \$925.00 that he retained based on the following: two hours of direct consultation with Ms. Weaver (billed at \$225.00 per hour); one hour of file review and research (billed at \$225.00 per hour); administrative work performed by his office assistant (billed at a total of \$150.00); and reimbursement for the \$50.00 fee for the credit-counseling course.

24. Ms. Weaver disputes that Mr. Britt spent two hours with her.

25. Ms. Weaver has since retained another attorney to assist her in filing bankruptcy.

#### **COUNT II: CRAIG SMITH'S GRIEVANCE**

26. In May 2010, Mr. Britt undertook representation of Craig Smith in a Chapter 7 bankruptcy matter, receiving a \$299.00 filing fee and \$800.00 retainer from Smith.

27. Mr. Britt deposited the retainer and filing fees from Mr. Smith directly into his office operating account.

28. Thereafter, Mr. Britt failed to communicate with Mr. Smith, failed to respond to his inquiries, and failed to file his petition.

29. Mr. Britt's delay in filing the petition was due in part to the fact that he had already spent Mr. Smith's filing fee on other matters not related to Mr. Smith's case and no longer had sufficient funds to file the petition.

30. Mr. Britt was only able to file Mr. Smith's petition when he eventually received a retainer and/or filing fee from a different matter and misapplied those monies to pay Mr. Smith's filing fee.

### **COUNT III: NEIL FRAZIER'S GRIEVANCE**

31. In October 2009, Neil Frazier retained Mr. Britt to represent him in dissolution, paying him an \$800.00 retainer.

32. Mr. Frazier later paid Mr. Britt a \$250.00 filing fee.

33. Mr. Britt deposited Mr. Frazier's retainer and filing fee directly into his operating account.

34. In October 2010, after Mr. Britt's repeated failure to communicate with him and his failure to file the dissolution, Mr. Frazier dismissed Mr. Britt.

35. Mr. Britt failed to refund Frazier's retainer or filing fee, as he had expended the funds on other matters.

### **RESPONDENT'S CONDUCT REGARDING RECEIPT AND EXPENDITURE OF CLIENT FEES AND FAILURE TO MAINTAIN A TRUST ACCOUNT**

36. During Relator's investigation of the aforementioned Smith grievance, Mr. Britt admitted that, while he had a trust account, he did not use it. Rather, it was his regular practice to deposit all client monies, whether earned or unearned, into his office operating account.

37. At the time of Relator's second deposition of Mr. Britt on September 28, 2010, Mr. Britt also admitted that he had accepted employment from between 24 and 30 additional bankruptcy clients, taking retainers and filing fees from them, but that he had failed to file their petitions and had spent the clients' fees on matters other than their cases.

38. On September 30, 2010, after Mr. Britt's deposition in this matter, Relator requested that he provide names and contact information of the additional clients he identified by October 8, 2010. Mr. Britt did not respond until after he retained counsel and on or about November 4, 2010.

39. After Mr. Britt provided the documents to his counsel and thereby to Relator, Relator learned that Mr. Britt actually accepted over \$40,000 in retainers and filing fees from 42 clients. Those retainers and filing fees were deposited in Mr. Britt's operating account. None of the funds were deposited in a trust account. The spreadsheet attached as *Exhibit D* summarizes the information from Mr. Britt's client files concerning the clients from whom Mr. Britt received fees that he deposited into his operating account without filing any action on their behalf. The data contained in the columns of the spreadsheet assigns an identifying number to the client and accurately summarizes from left to right: 1) the names of the clients; 2) the dates on which each client made payments to Mr. Britt that were deposited into Mr. Britt's operating account; 3) the amount of such payments; 4) whether Mr. Britt's client file contained written evidence of a fee agreement with the client and, if so, the date of the agreement; and the amount agreed under the fee agreement.

40. Mr. Britt used funds deposited into his operating account from the clients identified on Exhibit D, in part, for his own purposes without regard to whether any such funds had been earned.

41. It was not until after Relator initiated the instant matter that Mr. Britt took steps to alert the clients identified in Exhibit D that he had not filed their petitions because of his conversion of their fees.

42. Although Mr. Britt has made no direct restitution to any of the clients identified in Exhibit D, he has paid \$1,000 per month (\$8,350 to date) to local bankruptcy attorney Nick Zingarelli as part of an arrangement to have Mr. Zingarelli complete the work for which some of the clients paid Mr. Britt. See Paragraphs 45-47.

#### **IRS ISSUES**

43. Two Internal Revenue Service levies were filed against Mr. Britt in the Bankruptcy Court (*Exhibits E and F*) as he had failed to withhold federal taxes or pay unemployment taxes. The levies totaled \$16,672.92. Thus, fees earned by Mr. Britt that were to be paid by the Bankruptcy Trustee were paid to the IRS.

#### **HARM TO CLIENTS**

44. Because they were seeking assistance with bankruptcy issues, Mr. Britt's clients had limited resources. By making payments to Mr. Britt that he spent, those funds were not available to make payments to alternative counsel. Because their bankruptcies were not filed, their effort to seek relief from their indebtedness and creditors was delayed, in some cases indefinitely.

#### **RESPONDENT'S EFFORTS TO ASSIST CLIENTS TO FIND OTHER COUNSEL**

45. On December 14, 2010, Mr. Britt and bankruptcy attorney Nick Zingarelli executed a contract in order to assist those clients who had paid Mr. Britt for work that was not

completed. For those who wanted to have Mr. Zingarelli take over representation, Mr. Zingarelli agreed to complete the work for the amount agreed upon between the client and Mr. Britt. Mr. Britt agreed to pay Mr. Zingarelli \$1,000 per month for completing the work, and he instructed his bank to deposit the \$1,000 into Mr. Zingarelli's account on the first of each month. A copy of the executed contract is attached as *Exhibit G*. As of June 29, 2011, Mr. Britt had paid Mr. Zingarelli \$6,350 (See letter from Nick Zingarelli attached as *Exhibit H*). To date, Mr. Britt has paid Mr. Zingarelli \$8,350 (\$350 in December 2010 plus \$1,000 per month from January 2011 through August 2011).

46. After executing the contract with Mr. Zingarelli, Mr. Britt sent each of the clients identified in Paragraph 39 a letter. For the Chapter 7 clients, Mr. Britt explained that he had spent the money they paid him before it was earned, and outlined the arrangement with Mr. Zingarelli. An example of this letter is attached as *Exhibit I*.

47. For the Chapter 13 clients, Mr. Britt explained he was closing his practice and that Mr. Zingarelli was willing to substitute as counsel. An example of this letter is attached as *Exhibit J*.

#### **RECENT CLIENT COMPLAINTS TO RELATOR**

48. Since the Second Amended Complaint was filed in this matter, Relator has received additional complaints from three of Mr. Britt's clients, which are consistent with the facts and pattern of conduct to which the parties have stipulated above. Copies of the complaints of those clients, Philip Jones, Linda Powell, and Richard Scott Brandenburg are attached as *Exhibits K through M*.

49. Respondent admits that the facts set forth in Exhibits K through M are true.

### EVALUATION BY DR. MOSSMAN

48. Pursuant to an agreement between Relator and Mr. Britt, Dr. Douglas Mossman, M.D. evaluated Mr. Britt, and a copy of his report was filed with the Commission on May 16, 2011. The parties stipulate that Dr. Mossman's report is admissible and that the Board of Commissioners may properly consider it in this matter. No other expert report or expert testimony shall be presented to the Commission as to the subject of Dr. Mossman's report.

### STIPULATION OF DOCUMENTS

The parties hereby agree that the attached documents, Exhibits A through M may be admitted into evidence at the hearing before the Board of Commissioners on September 14, 2011.

### RESPONDENT'S VIOLATIONS

It is stipulated by and between the parties that the Respondent has violated the Ohio Rules of Professional Conduct, specifically:

- (A) Rules 5.3(b) and 5.5(a), by aiding in the unauthorized practice of law through his failure to properly supervise Mr. Cooper;
- (B) Rule 1.1, by failing to provide Ms. Weaver with competent representation as a result of his flawed office intake and review process;
- (C) Rule 1.5, in that he charged Ms. Weaver an excessive fee;
- (D) Rule 7.1, by failing to provide Ms. Weaver with the free initial consultation that the Total Bankruptcy website had promised.
- (E) Rule 8.4(c), and (d), through his conversion of client funds;
- (F) Rule 1.15(a) and (c), through his failure to properly segregate client funds from his own funds in a trust account;
- (G) Rule 8.4 (h), by engaging in conduct that reflects on his fitness to practice law;
- (H) Rules 1.1, 1.3 and 1.4, by failure to provide diligent, prompt and competent representation to his clients;

(I) Rule 1.4, by failing to inform his clients of the status of their cases.

Respectfully Submitted:

---

Robert J. Gehring (0019329)  
Crabbe, Brown & James  
30 Garfield Place, Suite 740  
Cincinnati, Ohio 45202  
(513) 784-1525  
[rgehring@cbjlawyers.com](mailto:rgehring@cbjlawyers.com)

---

George D. Jonson (0027124)  
Montgomery, Rennie & Jonson  
36 East Seventh Street, Suite 2100  
Cincinnati, Ohio 45202  
513-241-4722 (Phone)  
513-241-8775 (Fax)  
[gjonson@mrjlaw.com](mailto:gjonson@mrjlaw.com)

---

Phillip J. Smith (0062942)  
One Neumann Way, MDJ-104  
Cincinnati, Ohio 45215  
(513) 243-9299  
[phillipj.smith@ge.com](mailto:phillipj.smith@ge.com)

Attorney for Respondent,  
Curtis D. Britt

---

Dimity V. Orlet, Esq. (0068183)  
Cincinnati Bar Association  
225 E. Sixth Street, Second Floor  
Cincinnati, Ohio 45202  
(513) 381-8213  
[dvorlet@cincybar.org](mailto:dvorlet@cincybar.org)

Attorneys for Relator,  
The Cincinnati Bar Association

## BRITT LAW INITIAL INTAKE SHEET

Date: 2/26/09

Full Name: <u>SONYA WEAVER</u>		Spouse Name (if filing):	
Address: <u>5578 WARRIL RD</u>		Mailing Address (if different):	
<u>LINCOLN</u> <u>04</u> <u>457346</u>			
Social Security Number: <u>587455501</u>	Social Security Number:		
Home Phone:	Home Phone:		
Work Phone:	Work Phone:		
Cell Phone: <u>253-2301</u>	Cell Phone:		
Email:	Email:		
Have you filed Bankruptcy Before: YES <input type="radio"/> NO <input checked="" type="radio"/>			
If Yes, Most Recent: Chapter <u>7</u> <u>13</u>			
Date:		Location:	
Discharged?		Dismissed?	
Do you own real estate? <input checked="" type="radio"/> Yes <input type="radio"/> No Rent Time Share <u>3 Florida</u>			
Mortgage Company: <u>CHASE</u>		2 <sup>nd</sup> Mortgage: <u>WACHOVIA</u>	
Purchase Date: <u>11/97</u>	Purchase Price \$ <u>80,000</u>	Value \$ <u>110,000</u>	
Monthly Payment: \$ <u>833/164</u>	Date Payment Due: <u>1st</u>	Current: <input checked="" type="radio"/> Yes <input type="radio"/> No	
# of Months Delinquent: _____		Sherriff Sale? No Yes, date:	
Any Rental Properties: <input checked="" type="checkbox"/> addresses / mortgage companies:			
Vehicle One		Vehicle Two	Vehicle Three
Year <u>2001</u>	Year <u>2005</u>	Year	
Make <u>FORD</u>	Make <u>BUICK</u>	Make	
Model <u>WINDSTAR</u>	Model <u>SPRINTZ</u>	Model	
Mileage <u>113,000</u>	Mileage <u>34,000</u>	Mileage	
Lender <u>PAID</u>	Lender <u>PAID</u>	Lender	
Loan Date	Loan Date	Loan Date	
Amount Owed	Amount Owed	Amount Owed	
Monthly Payment	Monthly Payment	Monthly Payment	
Current/Arrearage Amount	Current/Arrearage Amount	Current/Arrearage	
Intention: Affirm <input type="checkbox"/> Surrender <input type="checkbox"/>	Intention: Affirm <input type="checkbox"/> Surrender <input type="checkbox"/>	Affirm <input type="checkbox"/> Surrender <input type="checkbox"/>	

**EXHIBIT**

A

Do you owe taxes?	<del>Yes</del>	<input checked="" type="radio"/> No
Federal?	Years	Amount:
State?	Years	Amount:

Student Loans?	Approx. Amount:	\$ NO
Payday Loans?	Approx. Amount:	\$ NO
Credit Cards?	Approx. Amount:	\$ 35,000
Medical Bills?	Approx. Amount:	\$ -0-
Child Support?	Approx. Amount:	\$ -0-
Other:		

Do you have any: Law suits against you?	Yes	<input checked="" type="radio"/> No
Garnishments?	Yes	<input checked="" type="radio"/> No
Foreclosure?	Yes	<input checked="" type="radio"/> No

Have you used credit or cash advances in the last 90 days?		Yes	No
Fees:	Notes:		
1000.00 289.00 100.00 50.00 <hr/> 1449.00 100.00 RECEIVED <hr/> 1349.00 150.00 MARCH (TR) X 2  BAL. w/ TRX RECEIVED	CAPITAL ACQUIRE - \$ 47,524 ONE CREDIT CLAIM <hr/> WILL CALL 2/27 w/ INFO ON AMOUNT LIMIT		

**BRITT LAW OFFICES**

**Legal Services Agreement**

**IDENTIFICATION OF PARTIES.** This agreement is made between the Britt Law Offices (Law Firm) and WEAVER (Client).

**LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Britt Law Offices to Client are as follows: To advise client of all legal aspects of filing for bankruptcy; to prepare all required legal pleadings and required documentation necessary to file a bankruptcy petition under Chapter 7 of the Bankruptcy Code and to file the same in a manner acceptable to the Bankruptcy Court; to provide continued legal counsel throughout the entire case proceedings.

**RESPONSIBILITIES OF BRITT LAW OFFICES AND CLIENT.** Britt Law Offices will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communication. Client will be truthful and cooperative to keep Britt Law Offices informed of developments, Client's address, telephone numbers, etc.; and make timely payments required by this agreement.

**ATTORNEY'S FEES.** Client will pay Britt Law Offices , attorney's fees for the legal services provided under this agreement for a flat rate fee of \$ 1000.00.

**COSTS.** Client will pay in advance the bankruptcy filing fee. The current filing fees for the Bankruptcy Court total \$299.00 for Chapter 7 petition filing fee and \$274.00 for a Chapter 13 petition filing.

**EFFECTIVE DATE OF AGREEMENT.** This agreement becomes effective upon execution by both parties.

The forgoing is agreed to by:

Sonya B Weaver

Client Printed Name

Sonya Weaver 2/26/09

Client Signature and Date

\_\_\_\_\_  
Client Printed Name

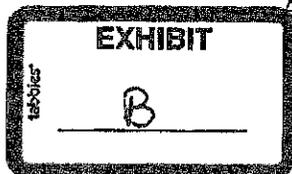
\_\_\_\_\_  
Client Signature and Date

Curtis D. Britt

Attorney Printed Name

CDB

Attorney Signature and Date

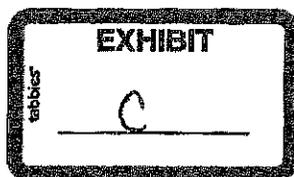


To whom it may concern,

I, Sonya Weaver, hereby dismiss Britt Law Offices from representing me in my case concerning a bankruptcy. I would like an itemized statement of everything that has been done by these offices. I also want my files and any unused fees sent to my address.

Thank You,

Sonya Weaver



**SENDER COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Britt Law Offices  
8041 Hosbrook Rd  
Suite 414  
Cin OH 45236

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
*xx Rachel Deetz*  Addressee
- B. Received by (Printed Name):  Day of Delivery  
*Rachel Deetz* *4/30/09*
- C. Day of Delivery  Yes  
*4/30/09*  No
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

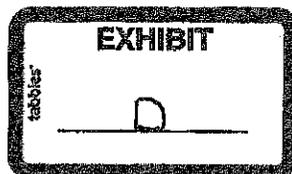
- 3. Service Type  Express Mail®  
 Certified Mail  Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number **7008 3230 0001 6677 4227**  
(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102585-02-00-15-00

	<u>Name</u>	<u>Payments</u>	<u>Fee Agreement In File</u>	<u>Fee Agreement Amount</u>
	Rodney Tirey	6/10/09 \$200 6/30/09 \$100		
1	Wade and Sharon Cantrell	07/14/10 \$1050 09/08/09 \$200 10/20/09 \$300 12/17/09 \$300 04/02/10 \$300	Yes - 6/9/09	\$1000 + f/f
2	Richard Seger	02/26/09 \$500	Yes 9/8/09	\$1100 + f/f
3	Mark and Sandra Burden	12/09/08 \$300 01/07/09 \$600 02/10/09 \$524	Yes 2/26/09	\$1000 + f/f
4	Brett McDaniel	11/05/08 \$100 01/16/09 \$200 04/14/09 \$200 08/26/09 \$200 11/5/09 \$150 06/15/10 \$600	Yes	\$1000 + f/f
5	Brent Miller	09/24/09 \$100 07/20/10 \$1200	Yes	\$700 down, \$1800 plan, + \$274 f/f
6	Brad Woabkenberg	09/23/09 \$500 10/15/09 \$200 10/29/09 \$100 11/18/09 \$150 01/10/10 \$100	Yes	\$1100 + \$299 \$1000 + f/f + counseling fee + credit report
7	Craig and Betsy Hanson	11/2/09 \$700 11/9/09 \$300	Yes 10/13/09	
8	Alice Bowlin	02/12/09 \$1299	Yes 2/12/09	\$1000 + f/f
9	Mike and Paula Davis	04/09/09 \$1399	Yes 3/31/09	\$1000 + f/f
10	Jennifer Burton	11/13/08 \$200 01/05/09 \$900 12/2/09 \$75 12/17/09 \$200	Yes 11/13/08	
11	Jennifer Sunberg	03/31/09 \$500 04/09/09 \$924	Yes	\$1000 + f/f
12	Mark Alford	08/07/08 \$100 09/25/08 \$250	No	N/A
13	Richard and Shelia Brierly	12/03/08 \$500 02/09/09 \$500 03/27/09 \$249 04/16/09 \$100	Yes 12/5/08	\$1000 + f/f \$880 + f/f + costs
14	Christopher Heckman	11/02/09 \$1179	Yes 11/2/09	
15	James Lewis	01/14/09 \$300 02/19/09 \$600 03/20/09 \$150 04/05/09 \$200 05/06/09 \$200	No	N/A
16	Levy Hill	05/26/09 \$100 06/04/09 \$1199	Yes 5/19/09	\$1000 + f/f
17				



	<u>Name</u>	<u>Payments</u>	<u>Fee Agreement In</u>	
			<u>File</u>	<u>Amount</u>
	Josh Brierly	04/16/09 \$100 05/26/09 \$449 06/22/09 \$300		
18		07/01/10 \$600	Yes 5/26/09	\$1000 + f/f
19	Lance and Tricia Grissom	03/19/09 \$1349	Yes 2/18/09	\$1000 + f/f
	Brian Parmertor			
20		No/Note pd.	Yes	\$1000 + \$299
	Julie Runge	06/16/09 \$1200		
21		06/16/09 \$249	Yes 6/16/09	\$1000 + \$299
	Lawrence Eggleton	09/29/08 \$100 10/01/08 \$100 10/06/08 \$234.80	Yes 10/1/08 and 3/17/09	\$1000 + \$274
22		03/17/09 \$1000		
23	Valerie Joyner	10/19/2009 \$900	10/19/2009	\$880 + \$299
	Tommy Combs	05/18/09 \$100 06/03/09 \$200 07/13/09 \$100 8/18/09 \$100 10/14/09 \$100 11/17/09 \$200		
24		01/30/10 \$325	5/18/2009	\$1,424
25	Heather Monnier	07/11/09 \$1299	8/11/2009	\$1000 + f/f
	Richard Brandenburg	11/11/08 \$100 11/18/08 \$200 12/19/08 \$200 01/22/09 \$100 05/19/09 \$100 07/08/09 \$100 09/15/09 \$300 11/02/09 \$150		
26			Yes - 11/11/08	\$1000 + f/f
	Jay Gossett			
27		7/10/08 \$100	No	N/A
	George and Donna Wolpert	12/22/08 \$100 01/14/09 \$100 02/12/09 \$200 11/13/09 \$100 02/10/10 \$150		
28		04/14/10 \$324	Yes 12/22/08	\$1000 + \$274
	Jerry Lovitt	12/02/08 \$400		
29		02/26/10 \$500	Yes	\$900 + \$299
30	Sherine Minor	09/02/09 \$100	No	N/A
	Jason Nichols	05/28/08 \$250 07/23/08 \$250		
31		01/13/09 \$749	No	N/A

<u>Name</u>	<u>Payments</u>	<u>Fee Agreement In File</u>	<u>Fee Agreement Amount</u>
Ruby Holmes	04/10/09 \$200 04/15/09 \$50 05/01/09 \$50 06/29/09 \$50 07/28/09 \$50 08/31/09 \$50 10/26/09 \$50 01/02/10 \$50 04/29/10 \$50 05/05/10 \$50 07/14/10 \$50 5/9 \$50 6/2/09 \$50 undated \$50 undated \$50		
32 Judy Ratliff	3/6/09 \$449 6/2/09 \$200 8/11/09 \$100 9/27/09 \$100	Yes 3/6/09	\$1000 + f/f
33 Todd and Laurel Lang	12/10/2008	Yes 12/10/08	\$1000 + f/f
34 Kindle Hall	05/07/09 \$500 06/02/09 \$949 6/12/09 \$949	Yes 5/7/09	\$1000 + f/f
35 Phillip Jones	08/15/09 \$100 09/02/09 \$500 09/16/09 \$699	No	N/A
36 Ron Kaylor			\$600 + \$2000 in in plan + \$374 f/f
37 Linda Powell	03/06/09 \$600 02/05/09 \$200 02/12/09 \$150 02/20/09 \$600 03/11/09 \$324 2/5/09 \$100 2/10/09 \$900 2/12 \$424 "Take it out"?	Yes 3/6/09	\$1000 + \$249 f/f
38 Christopher and Kim Fessell	11/30/08 \$100 12/05/08 \$1324	No	N/A
39 Keith Daffron	transfer from another firm - no charge	No	N/A
40 Neil Frazier	10/12/09 \$500 10/28/09 \$200 11/06/09 \$100		
41 John Dozier	3/11/09 \$200	Yes 3/11/09	\$1000 + f/f
42			

DATE: 06/02/2010  
REPLY TO: Internal Revenue Service  
ZAURA HAMPTON  
650 MAIN STREET  
ROOM 3503  
CINCINNATI, OH 45202

TELEPHONE NUMBER  
OF IRS OFFICE: (513)263-3459

TO: MARGARET A BURKS  
TRUSTEE - CHAPTER 13  
600 VINE STREET SUITE 2200  
CINCINNATI, OH 45202

NAME AND ADDRESS OF TAXPAYER:  
CURTIS BRITT  
8172 MALL RD STE 228  
FLORENCE, KY 41042

IDENTIFYING NUMBER(S): 20-0752534  
BRIT 187-42-5753

THIS IS NOT A BILL FOR TAXES YOU OWE. THIS IS A NOTICE OF LEVY WE ARE USING TO COLLECT MONEY OWED BY THE TAXPAYER NAMED ABOVE.

Kind of Tax	Tax Period Ended	Unpaid Balance of Assessment	Statutory Additions	Total	
941	12/31/2008	\$9,044.55	\$402.99	\$9,447.54	
THIS LEVY WON'T ATTACH FUNDS IN IRAs, SELF-EMPLOYED INDIVIDUALS' RETIREMENT PLANS, OR ANY OTHER RETIREMENT PLANS IN YOUR POSSESSION OR CONTROL, UNLESS IT IS SIGNED IN THE BLOCK TO THE RIGHT. →				Total Amount Due	\$9,447.54

We figured the interest and late payment penalty to 07/05/2010

The Internal Revenue Code provides that there is a lien for the amount that is owed. Although we have given the notice and demand required by the Code, the amount owed hasn't been paid. This levy requires you to turn over to us this person's property and rights to property (such as money, credits, and bank deposits) that you have or which you are already obligated to pay this person. However, don't send us more than the "Total Amount Due."

Money in banks, credit unions, savings and loans, and similar institutions described in section 408(n) of the Internal Revenue Code must be held for 21 calendar days from the day you receive this levy before you send us the money. Include any interest the person earns during the 21 days. Turn over any other money, property, credits, etc. that you have or are already obligated to pay the taxpayer, when you would have paid if this person asked for payment.

Make a reasonable effort to identify all property and rights to property belonging to this person. At a minimum, search your records using the taxpayer's name, address, and identifying number(s) shown on this form. Don't offset money this person owes you without contacting us at the telephone number shown above for instructions. You may not subtract a processing fee from the amount you send us.

To respond to this levy —

1. Make your check or money order payable to United States Treasury.
2. Write the taxpayer's name, identifying number(s), kind of tax and tax period shown on this form, and "LEVY PROCEEDS" on your check or money order (not on a detachable stub).
3. Complete the back of Part 3 of this form and mail it to us with your payment in the enclosed envelope.
4. Keep Part 1 of this form for your records and give the taxpayer Part 2 within 2 days.

If you don't owe any money to the taxpayer, please complete the back of Part 3, and mail that part back to us in the enclosed envelope.

Signature of Service Representative: Zaura Hampton Title: REVENUE OFFICER



DATE: 06/02/2010  
REPLY TO: Internal Revenue Service  
ZAURA HAMPTON  
560 MAIN STREET  
ROOM 3603  
CINCINNATI, OH 45202

TELEPHONE NUMBER  
OF IRS OFFICE: (513)263-3469

NAME AND ADDRESS OF TAXPAYER:  
BRITT LAW OFFICE LLC  
8172 MALL RD STE 228  
FLORENCE, KY 41042

TO: MARGARET A BURKS  
TRUSTEE - CHAPTER 13  
600 VINE STREET SUITE 2200  
CINCINNATI, OH 45202

IDENTIFYING NUMBER(S): 20-0752534

BRIT

THIS IS NOT A BILL FOR TAXES YOU OWE. THIS IS A NOTICE OF LEVY WE ARE USING TO COLLECT MONEY OWED BY THE TAXPAYER NAMED ABOVE.

Kind of Tax	Tax Period Ended	Unpaid Balance of Assessment	Statutory Additions	Total
941	03/31/2009	\$390.55	\$16.93	\$407.48
941	06/30/2009	\$2,521.52	\$110.97	\$2,632.49
941	09/30/2009	\$2,524.78	\$115.79	\$2,640.52
941	12/31/2009	\$615.31	\$31.30	\$646.61
940	12/31/2009	\$855.11	\$43.17	\$898.28
THIS LEVY WON'T ATTACH FUNDS IN IRAs, SELF-EMPLOYED INDIVIDUALS' RETIREMENT PLANS, OR ANY OTHER RETIREMENT PLANS IN YOUR POSSESSION OR CONTROL, UNLESS IT IS SIGNED IN THE BLOCK TO THE RIGHT. →			Total Amount Due	\$7,225.38

We figured the interest and late payment penalty to 07/05/2010

The Internal Revenue Code provides that there is a lien for the amount that is owed. Although we have given the notice and demand required by the Code, the amount owed hasn't been paid. This levy requires you to turn over to us this person's property and rights to property (such as money, credits, and bank deposits) that you have or which you are already obligated to pay this person. However, don't send us more than the "Total Amount Due."

Money in banks, credit unions, savings and loans, and similar institutions described in section 406(h) of the Internal Revenue Code must be held for 21 calendar days from the day you receive this levy before you send us the money. Include any interest the person earns during the 21 days. Turn over any other money, property, credits, etc. that you have or are already obligated to pay the taxpayer, when you would have paid it if this person asked for payment.

Make a reasonable effort to identify all property and rights to property belonging to this person. At a minimum, search your records using the taxpayer's name, address, and identifying number(s) shown on this form. Don't offset money this person owes you without contacting us at the telephone number shown above for instructions. You may not subtract a processing fee from the amount you send us.

To respond to this levy —

1. Make your check or money order payable to United States Treasury.
2. Write the taxpayer's name, identifying number(s), kind of tax and tax period shown on this form, and "LEVY PROCEEDS" on your check or money order (not on a detachable stub).
3. Complete the back of Part 3 of this form and mail it to us with your payment in the enclosed envelope.
4. Keep Part 1 of this form for your records and give the taxpayer Part 2 within 2 days.

If you don't owe any money to the taxpayer, please complete the back of Part 3, and mail that part back to us in the enclosed envelope.

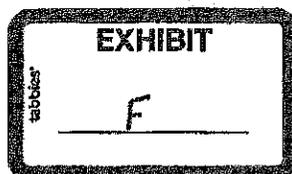
Signature of Service Representative  
ZAURA HAMPTON

Title  
REVENUE OFFICER

Part 1 -- For Addressee

Catalog No. 95889E [www.irs.gov](http://www.irs.gov)

Form 868-A(ICS) (7-2002)



AGREEMENT

This contract made by and between Curtis Britt (Britt) and Nick Zingarelli (Zingarelli) in Hamilton County, Ohio this 14<sup>th</sup> day of December, 2010.

Britt has contracted to institute Bankruptcy proceedings for a number of clients from whom he has received advanced payment of fees and expenses.

Britt has not instituted the Bankruptcy proceedings and is unable to refund the money he has received from the clients.

Zingarelli has agreed to take over the representation of those clients who elect to transfer their cases from Britt to Zingarelli and to complete that work for the previously agreed upon price of \$3,000 for a Chapter 13 and \$1,000 for a Chapter 7. If the client has fully paid Britt, then Zingarelli will complete the work at no additional cost to the client provided there is an assignment of the client's rights to make a claim against the Client's Security Fund to Zingarelli. If Britt has received less than the agreed upon fee, then Zingarelli will collect the outstanding balance from the client.

For any Chapter 13 cases which have been filed and confirmed and where Britt has received compensation which has not yet been earned and Zingarelli performs work for which he cannot be compensated, then Britt shall compensate Zingarelli at the rate of \$275/hour and his paralegal at the rate of \$100/hour for any such work. Any such amounts shall be paid at the rate of 1,000/month consecutive with the payments to be made pursuant to the promissory note set forth above.

With regard to those clients who elect to be represented by Zingarelli, Britt will disclose to Zingarelli the amounts paid by each client.

Immediately after all of Britt's clients communicate their instructions to Britt about the disposition of their file, Britt will sign a promissory note to Zingarelli obligating him to pay to Zingarelli the total amount of fees and expenses paid to Britt by all of the clients who elect to be represented by Zingarelli. The promissory note will be payable in monthly installments of \$1,000 until fully paid.

Britt currently receives retirement benefits from the US Air Force. Those retirement benefits are direct deposited into Britt's checking account #4208002636 at PNC Bank on the first day of each month. Contemporaneous with the execution of this contract, Britt will give PNC Bank instructions to directly withdraw \$1,000 from his account on the first day of each month and deposit it into Zingarelli's checking account #7025182671 at Fifth Third Bank. (the direct deposit of his retirement benefits and the automatic withdraw of \$1,000 for payment to Zingarelli is hereinafter referred to as the "Banking Instructions"). Britt will not change the Banking Instructions until the

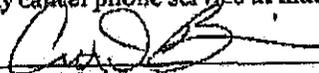
\*Routing # 042000314



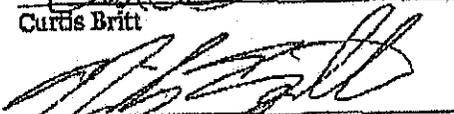
promissory note to Zingarelli is paid in full. Britt understands that the Banking Instructions are Zingarelli's only security for payment of the promissory note and that Zingarelli will be irreparably injured if Britt modifies the Banking Instructions in any way. Accordingly, Britt agrees that Zingarelli would be entitled to a permanent injunction preventing modification of the Banking Instructions should Britt attempt to modify the Banking Instructions in any way.

Once all of Britt's clients have given him instructions about the disposition of their files, Britt will direct the phone company to forward to Zingarelli's office number (513-338-1861) all calls placed to Britt's office number (513-830-5000). Britt will keep his phone number active for one year from the date of execution of this contract. At that time, Zingarelli may elect to keep the phone number active by taking over the bill. Otherwise, Britt may cancel phone service at that time.

12/14/2010  
Date

  
Curtis Britt

12/14/2010  
Date

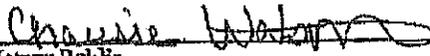
  
Nicholas Zingarelli

STATE OF OHIO :

COUNTY OF HAMILTON :

Before me, a Notary Public in and for said county, personally appeared the above named Curtis Britt and Nicholas Zingarelli, who acknowledged that both parties did sign the foregoing instrument and that the same is each respective party's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cincinnati, Ohio this 14 day of December, 2010.

  
Notary Public



**CHARISSA WATSON**  
Notary Public, State of Ohio  
My Commission Expires  
September 8, 2013



**ZINGARELLI & LAWRENCE, LLC**  
 WWW.ZINGLAWBANKRUPTCY.COM WWW.ZINGLAWINJURY.COM

632 Vine St., Suite 305  
 Cincinnati, OH 45202  
 Tel: (513) 381-2047  
 Fax: (513) 621-6412

June 29, 2011

RE: Curtis Britt

Dear Sir or Madam:

This letter is written to attempt to clarify the representation that I am providing to former clients of Curtis Britt.

Background

I was advised of Mr. Britt's situation during a pre-arranged meeting organized by Mr. Britt's counselor where Mr. Britt and I were present. During this meeting, I learned of the unfortunate financial circumstances which had befallen Mr. Britt and, as a result, his clients. I agreed to represent these clients and credit them for the monies that were paid to Mr. Britt for services that were ultimately not rendered. Any fees that were still due and owing would be paid directly to me by the client. If the client wished for me to take over their case, the client then executed an assignment of claim to me for the claim they had against Mr. Britt for the monies paid. This ensured that I effectively step into the shoes of the injured party for the purposes of reimbursement of the monies paid.

Mr. Britt sent out a letter to all of his clients where funds had been paid for bankruptcy services to be rendered explaining the financial reality of the situation. In this letter, Mr. Britt indicated to the client that it was ultimately their choice as to who would be their new counsel. Mr. Britt also informed the clients of my willingness to work with them to ensure that they could receive the benefit of the legal representation they sought when they originally hired Mr. Britt with little to no additional out-of-pocket cost to them. He further clarified that Mr. Britt and I have never had any previous working relationship.

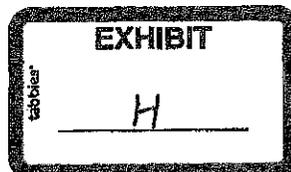
Repayment

It is my understanding that I may have the ability to seek recompense from the Client Security Fund of the Ohio Supreme Court through the claims assigned to me. In the interim, Mr. Britt has agreed to repay me the funds owed over time at a rate of \$1,000.00 per month. To date, a total of \$6,350.00 has been paid to my office by Mr. Britt. Of these funds, \$3,214.00 has been applied toward filing fees for cases filed to date. This represents the filing fees for eight Chapter 7 clients at \$299.00 per case filed and three Chapter 13 clients at \$274.00 per case filed. An additional Chapter 7 was filed for a former client of Mr. Britt. However, there was a balance outstanding for the services to be rendered. As a result, this filing fee was paid directly to us by the client. \$147.15 of the amount paid has been allocated toward bank charges for establishment and maintenance of the bank account set up specifically for deposit and safeguard of the funds paid by Mr. Britt to our office for the benefit of these clients.

632 Vine St., Suite 305  
 Cincinnati, OH 45202  
 Tel: (513) 381-2047  
 Fax: (513) 621-6412

6000 Houston Rd., Ste 19  
 Florence, KY 41042  
 Tel: (859) 525-1100  
 Fax: (859) 525-1076

107 East High St.  
 PO Box 1110  
 Warsaw, KY 41095  
 Tel: (859) 567-8500  
 Fax: (859) 567-8513



A total of \$1,650.00 has been applied toward attorney fees earned to date. This represents the attorney fees due on one of the Chapter 7 cases (\$1,050.00) and a portion of a Chapter 13 case (\$600.00 of \$1,025.00 in that particular case). The balance of \$1,338.85 remains on deposit in the aforementioned bank account. We have tried to ensure that we maintain a steady balance of funds on hand for the purposes of filing fees when they arise. This is because Mr. Britt's former clients have been coming to see us on a rolling basis. To my recollection, we still have three clients that have met with us and intend to have us prepare and file their case but have not done so as of the time of the writing of this letter. A balance of \$10,378.00 remains due and owing to us from Mr. Britt for the twelve bankruptcies that our office has prepared and filed to date.

My office has also taken over representation of ten Chapter 13 cases where the majority of the work was already performed by Mr. Britt and the clients were in an active repayment plan through the Court for their debts. As you may be aware, Debtors often will pay a significant amount of the attorney fees owed for a Chapter 13 case inside the case through the monthly payments that they make through the Chapter 13 Trustee. In taking over these cases, Mr. Britt forfeited any fees that were still due to be paid by the Chapter 13 Trustee as unearned, if any. I have submitted an application for attorney fees through the Bankruptcy Court to be paid inside of each Debtor's case for the basic work to be performed in the maintenance of the case from now through the case's completion. For any additional work, the client has agreed to pay me on an hourly basis inside of the Chapter 13 case as described above.

It is my belief that Mr. Britt has not attempted to hide this financial situation from his clients. Rather, he has sought the assistance of my office to aid these clients and give them the benefit of a fresh start through bankruptcy that he could no longer provide to them.

If you need additional information, please do not hesitate to contact me. Thank you.

Best regards,

Nick Zingarelli, Member  
Zingarelli & Lawrence, LLC

Dear Client

You retained me to file a bankruptcy case on your behalf. My records show that you paid me the following amounts:

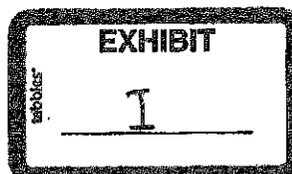
\$\$\$	Date of payment
\$\$\$	Date of payment
\$\$\$	Date of payment
Total	

These monies should have been deposited into my attorney trust account and held there until earned. I did not deposit them into my trust account but instead deposited them into my operating account. Additionally, I have not instituted your bankruptcy proceeding and so no fees were earned by me. In plain English, I spent the money you paid me before it was earned. My failure to properly hold your money in trust until earned and my failure to prosecute your bankruptcy are both serious ethical violations to which I have admitted. I am currently being prosecuted by the Cincinnati Bar Association in an action pending before the Board of Commissioners on Grievance and Discipline.

There is an organization in Ohio called the Client Security Fund. It exists to compensate clients of attorneys who have not handled their client's funds correctly. You would likely be eligible to make a claim with that organization and obtain a refund of the money you paid me. The Client Security Fund would then seek reimbursement from me. You can get more information about the Client Security Fund on the Ohio Supreme Court's web site. Unfortunately, you will not be eligible to receive compensation from the Client Security Fund until my disciplinary case is final – and that will likely be many months from now.

I am in the process of closing my practice of law. Because I am unable to refund the monies you paid me and because you are not currently eligible to receive compensation from the Client Security Fund, I have contacted another Cincinnati attorney, Nick Zingarelli about taking over my bankruptcy clients. Mr. Nick Zingarelli's resume is attached. Mr. Zingarelli is active in the Cincinnati Bar Association and is a known to be very competent lawyer. He is not a personal friend of mine and we have never before been associated in the practice of law. I contacted him along with several other lawyers trying to find a way to complete my obligations to you and other clients.

Mr. Zingarelli has agreed to take over my unfinished cases and complete them at no additional cost to the clients who have paid the total agreed upon fee. You do (or don't) fall into that category. Those who have not paid the entire agreed upon fee and elect to have their file transferred to Mr. Zingarelli will have to pay the unpaid balance to him. For those clients who chose to have their case transferred to Mr. Zingarelli, I have agreed to sign a promissory note and to pay to him over time the fees and costs which the clients paid to me. As security for my debt to Mr. Zingarelli, he will require that each client who elects to have their file



transferred to him also give him an assignment of the client's rights to the Client Security Fund. That way, if I default on my obligations to Mr. Zingarelli, he can look to the Client Security Fund for payment. Obviously, he will only be paid once for the work on these files - either from me or from the Client Security Fund.

You will need to make an election about what you want to be done with your file. Enclosed is an instruction form which you should complete and return to me. Basically, your choices are to: 1) transfer your file to Mr. Zingarelli for future handling; 2) identify another lawyer you want your file materials released to; or 3) pick up your file materials yourself and make arrangements for representation thereafter.

You may contact Mr. Zingarelli to talk to him about your case before deciding if you want your case transferred to him. If you want to do that you will have to identify yourself as one of my clients - because I have not shared your file or other information (even your name) with him.

I know that I have violated your trust and put you in jeopardy by not timely performing the services I promised to perform. I have been suffering from depression and have only recently begun to receive treatment. I say this as an explanation and not an excuse. As you may know, I served in the Air Force for 20 years and was honorably discharged. I have a family and have always prided myself on being an honest, contributing member of our community. I have dishonored myself and my profession and have let you down. I cannot adequately convey how sorry I am for my actions.

It is imperative that you complete the enclosed instruction form and return it to me so that I can take the action you want me to take with your file. If you want to discuss this letter with me, you can contact me on my cell phone. My number is 859-609-1527. You can also contact Mr. Zingarelli if you want to talk to him before deciding how to proceed. His number is 513-338-1910.

Sincerely, Curtis Britt

**BRITT LAW OFFICES**  
P.O. Box 17212  
Ft. Mitchell, KY 41017  
859-609-1527  
1-513-206-9838 (fax)  
[cbritt@brittlawoffices.com](mailto:cbritt@brittlawoffices.com)

February 23, 2011

Jason R. Arnett  
Kelly L. Arnett  
5476 St Rte 133  
Williamsburg, OH 45176

Re: Closure of Britt Law Offices

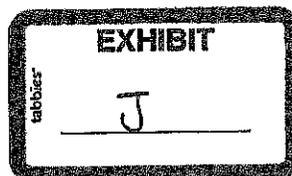
Dear Client:

I am writing to inform you that I am closing Britt Law Offices effective immediately. To ensure that you have continuous representation in your case, I have contacted attorney Nick Zingarelli and he is willing to substitute as counsel of record for all of Chapter 13 cases for which I am currently attorney of record, including yours. Please know that his substitution as counsel or the substitution of any other attorney as counsel will likely lead to an increase in attorney fees in your bankruptcy case. Additional attorney fees would most likely not increase your monthly plan payment but could increase the number of payments to be made in your bankruptcy case.

Mr. Zingarelli is a reputable bankruptcy attorney located in downtown Cincinnati, Ohio and has the requisite skills and experience to represent you during the remainder of your case. He is not a personal friend of mine nor have we been associated in the practice of law. I have enclosed Mr. Zingarelli's resume for your review.

I have not shared any of your file information with him. The decision to accept Mr. Zingarelli as your attorney is **YOURS**. Should you wish to use the services of Mr. Zingarelli, you will need to schedule an appointment with Mr. Zingarelli so that the two of you may execute the enclosed Substitution of Counsel agreement. Mr. Zingarelli's address is 810 Sycamore St, Third Floor, Cincinnati, OH 45202 and he may be contacted at 513-338-1910. This will ensure continuous representation of your case without any out-of-pocket costs to you outside of your bankruptcy case.

Should you wish to retain Mr. Zingarelli's services please contact him as soon as possible. Alternatively, you may arrange for alternate counsel on your



own. You may arrange for the return of your case file to you or other counsel of your choice by notifying me in writing of your preference.

I regret any inconvenience my decision to close my law firm may have caused you and I will assist you in any way that I can with the transition process. If you have any questions regarding this matter, please do not hesitate to contact me at 859-609-1527.

Sincerely,

Curtis D. Britt

Enclosure

The Grievance Process

[REDACTED]

[REDACTED]

[REDACTED]

A grievance sent to the Disciplinary Counsel of the Supreme Court of Ohio or to a local bar association's certified grievance committee will be reviewed to determine whether the grievance alleges a violation of the Code of Professional Responsibility, Ohio Rules of Professional Conduct, and/or Code of Judicial Conduct. If there is evidence that supports the allegation of a violation, the grievance will be investigated. Following the investigation, if substantial, credible evidence is found that a violation has occurred, a formal complaint may be filed with the Board of Commissioners on Grievances and Discipline. A three-member panel of the Board will review the complaint and determine whether probable cause exists to certify it. If the complaint is certified by the Board, a hearing may be held before a different three-member panel of the Board. The panel considers the evidence and makes a recommendation to the full Board of Commissioners. The full Board then makes a recommendation to the Supreme Court of Ohio. The Court has final say on whether to discipline an attorney or judge and what sanction should be administered. A grievance is confidential until the Board certifies it as a formal complaint. A grievance or complaint can be dismissed at any point in the process.

Grievance Form

YOUR NAME: Jones Phillip J 513 479-5114  
Last First MI Phone No.  
PERMANENT ADDRESS: 3299 Rinda Ln  
Street  
Cin Hamilton Oh 45239  
City County State Zip Code

WHO ARE YOU COMPLAINING ABOUT?

(Please circle) ATTORNEY or JUDGE

NAME: Britt Curtis D 513 830 5000  
Last po box First MI Phone No.  
ADDRESS: 17212  
Street  
Ft Mitchell Ky 41017  
City County State Zip Code

Have you filed this grievance with any other agency  
If yes, provide name of that agency and date of filing

EXHIBIT  
tabbies  
K

Yes  No

Did you receive a response?:  Yes  No IF YES, PLEASE ATTACH A COPY

Did this attorney represent you?  Yes  No Type of case: \_\_\_\_\_

Date the attorney was hired: 8-15-09 Does s/he still represent you?:  Yes  No

Did you pay the attorney a fee/retainer?  Yes  No If yes, how much?: 1,299.00

Did you sign a written fee agreement/contract?  Yes  No IF YES, PLEASE ATTACH A COPY

Has the attorney sued you for fees?  Yes  No

Have you brought civil or criminal court action against this attorney or judge?  Yes  No

If yes, provide name of court and case number \_\_\_\_\_

Result of court action: \_\_\_\_\_

Name and contact information for attorney currently representing you, if different than attorney about whom you are complaining: \_\_\_\_\_

Does this grievance involve a case that is still pending before a court?  Yes  No

If yes, provide name of court and case number: \_\_\_\_\_

What action or resolution are you seeking from this office? \_\_\_\_\_

**WITNESSES:**

List the name, address, and daytime telephone number of persons who can provide information, IF NECESSARY, in support of your grievance.

NAME	ADDRESS	PHONE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FACTS OF THE GRIEVANCE**

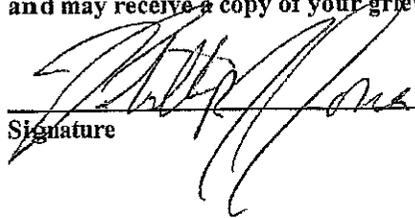
Briefly explain the facts of your grievance in chronological order, including dates and a description of the conduct committed by this legal professional. Attach **COPIES** (DO NOT SEND ORIGINALS) of any correspondence and documents that support your grievance.

I was going through a divorce in 6-1-09. I ex wife informed me she was filing bankruptcy so I decide I should do the same. I contacted Britt law and gave him a \$500.00 payment for a retainer. I was told I could not file for bankruptcy until divorce was final. As time went on Mr. Britt needed

Additional paper work. I went to his office and he had moved. So I found his new office and dropped off paperwork. Once divorce was final I went to his office to drop off decree he had moved again. I took a while found his new office dropped it off. He said he needed more paperwork. I went to the office & no one was ever there. He never returned calls. I went to his office and he had left. I talked to a nether office to find new address to find him to see his girl at front desk was there and said she had been out sick for months & thats why no one answered the phone. Mr. Britt finally called me after I filled out a survey for bankruptcy. After looking at it he said we should wait a little longer and wait till I move and payment & utilities. Never heard from him again till he sent me a letter stating he was under investigation.

The Rules of the Supreme Court of Ohio require that investigations be confidential. Please keep confidential the fact that you are submitting this grievance. The party you are filing your grievance against will receive notice of your grievance and may receive a copy of your grievance and be asked to respond to your allegations.

Signature



Date

**BRITT LAW OFFICES**

P.O. Box 17212  
Ft. Mitchell, KY 41017  
513-830-5000  
1-513-206-9838  
[cbritt@brittlawoffices.com](mailto:cbritt@brittlawoffices.com)

Phillip Jones  
3299 Rinda Lane  
Cincinnati, OH 45239

Re: Status of Representation

Dear Mr. Jones:

You retained me to file a bankruptcy case on your behalf. My records show that you paid me the following amounts:

\$ 100.00	08/15/2009
\$ 500.00	09/02/2009
\$ 699.00	09/16/2009

Total \$ 1,299.00

These monies should have been deposited into my attorney trust account and held there until earned. I did not deposit them into my trust account but instead deposited them into my operating account. Additionally, I have not instituted your bankruptcy proceeding and so no fees were earned by me. In plain English, I spent the money you paid me before it was earned. My failure to properly hold your money in trust until earned and my failure to prosecute your bankruptcy are both serious ethical violations to which I have admitted. I am currently being prosecuted by the Cincinnati Bar Association in an action pending before the Board of Commissioners on Grievance and Discipline.

There is an organization in Ohio called the Client Security Fund. It exists to compensate clients of attorneys who have not handled their client's funds correctly. You would likely be eligible to make a claim with that organization and obtain a refund of the money you paid me. The Client Security Fund would then seek reimbursement from me. You can get more information about the Client Security Fund on the Ohio Supreme Court's web site. Unfortunately, you will not be eligible to receive compensation from the Client Security Fund until my disciplinary case is final – and that will likely be many months from now.

I am in the process of closing my practice of law. Because I am unable to refund the monies you paid me and because you are not currently eligible to receive compensation from the Client Security Fund, I have contacted another Cincinnati attorney, Nick Zingarelli, about taking over my bankruptcy clients. Mr. Nick

Zingarelli's resume is attached. Mr. Zingarelli is active in the Cincinnati Bar Association and is known to be very competent lawyer. He is not a personal friend of mine and we have never before been associated in the practice of law. I contacted him along with several other lawyers trying to find a way to complete my obligations to you and other clients.

Mr. Zingarelli has agreed to take over my unfinished cases and complete them at no additional cost to the clients who have paid the total agreed upon fee. You do (or don't) fall into that category. Those who have not paid the entire agreed upon fee and elect to have their file transferred to Mr. Zingarelli will have to pay the unpaid balance to him. For those clients who chose to have their case transferred to Mr. Zingarelli, I have agreed to sign a promissory note and to pay to him over time the fees and costs which the clients paid to me. As security for my debt to Mr. Zingarelli, he will require that each client who elects to have their file transferred to him also give him an assignment of the client's rights to the Client Security Fund. That way, if I default on my obligations to Mr. Zingarelli, he can look to the Client Security Fund for payment. Obviously, he will only be paid once for the work on these files - either from me or from the Client Security Fund.

You will need to make an election about what you want to be done with your file. Enclosed is an instruction form which you should complete and return to me. Basically, your choices are to: 1) transfer your file to Mr. Zingarelli for future handling; 2) identify another lawyer you want your file materials released to; or 3) pick up your file materials yourself and make arrangements for representation thereafter.

You may contact Mr. Zingarelli to talk to him about your case before deciding if you want your case transferred to him. If you want to do that you will have to identify yourself as one of my clients - because I have not shared your file or other information (even your name) with him.

I know that I have violated your trust and put you in jeopardy by not timely performing the services I promised to perform. I have been suffering from depression and have only recently begun to receive treatment. I say this as an explanation and not an excuse. As you may know, I served in the Air Force for 20 years and was honorably discharged. I have a family and have always prided myself on being an honest, contributing member of our community. I have dishonored myself and my profession and have let you down. I cannot adequately convey how sorry I am for my actions.

It is imperative that you complete the enclosed instruction form and return it to me so that I can take the action you want me to take with your file. If you want to discuss this letter with me, you can contact me on my cell phone. My number is

---

859-609-1527. You can also contact Mr. Zingarelli if you want to talk to him before deciding how to proceed. His number is 513-338-19

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis D. Britt", with a long horizontal flourish extending to the right.

Curtis D. Britt

Enclosure

The Grievance Process

A grievance sent to the Disciplinary Counsel of the Supreme Court of Ohio or to a local bar association's certified grievance committee will be reviewed to determine whether the grievance alleges a violation of the Code of Professional Responsibility, Ohio Rules of Professional Conduct, and/or Code of Judicial Conduct. If there is evidence that supports the allegation of a violation, the grievance will be investigated. Following the investigation, if substantial, credible evidence is found that a violation has occurred, a formal complaint may be filed with the Board of Commissioners on Grievances and Discipline. A three-member panel of the Board will review the complaint and determine whether probable cause exists to certify it. If the complaint is certified by the Board, a hearing may be held before a different three-member panel of the Board. The panel considers the evidence and makes a recommendation to the full Board of Commissioners. The full Board then makes a recommendation to the Supreme Court of Ohio. The Court has final say on whether to discipline an attorney or judge and what sanction should be administered. A grievance is confidential until the Board certifies it as a formal complaint. A grievance or complaint can be dismissed at any point in the process.

Grievance Form

YOUR NAME: POWELL LINDA J. 513-724-0390  
Last First MI Phone No.  
PERMANENT ADDRESS: 391 E. MAIN STREET Apt #5  
Street  
Williamsburg Clermont Ohio 45176  
City County State Zip Code

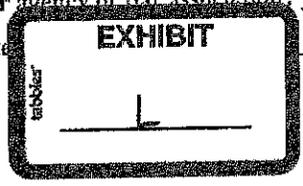
**WHO ARE YOU COMPLAINING ABOUT?**

(Please circle) ATTORNEY or JUDGE

NAME: BRITT CURTIS D. 859-609-1527  
Last First MI Phone No.  
ADDRESS: 10921 Reed Hartman Highway Suite 311  
Street  
Cincinnati HAMILTON Ohio 45242  
City County State Zip Code

Have you filed this grievance with any other agency or bar association? Yes  No

If yes, provide name of that agency and date



Did you receive a response?:  Yes  No IF YES, PLEASE ATTACH A COPY

Did this attorney represent you?  Yes  No Type of case: \_\_\_\_\_

Date the attorney was hired: 2/5/2009 Does s/he still represent you?:  Yes  No

Did you pay the attorney a fee/retainer?  Yes  No If yes, how much?: 1,274.00

Did you sign a written fee agreement/contract?  Yes  No IF YES, PLEASE ATTACH A COPY

Has the attorney sued you for fees?  Yes  No

Have you brought civil or criminal court action against this attorney or judge?  Yes  No

If yes, provide name of court and case number \_\_\_\_\_

Result of court action: \_\_\_\_\_

Name and contact information for attorney currently representing you, if different than attorney about whom you are complaining: \_\_\_\_\_

Does this grievance involve a case that is still pending before a court?  Yes  No

If yes, provide name of court and case number: \_\_\_\_\_

What action or resolution are you seeking from this office? I am trying to get my money back

**WITNESSES:**

List the name, address, and daytime telephone number of persons who can provide information, IF NECESSARY, in support of your grievance.

NAME	ADDRESS	PHONE NO.

**FACTS OF THE GRIEVANCE**

Briefly explain the facts of your grievance in chronological order, including dates and a description of the conduct committed by this legal professional. Attach COPIES (DO NOT SEND ORIGINALS) of any correspondence and documents that support your grievance.

I met with MR. Britt on 2-5-2009, 2-12-2009, 2-20-2009, and 3-11-2009. On 2-5-09 Mr. Britt informed me that I could make payments and that he would accept my case for Chapter 7 bankruptcy. On 2-12-09 I visited Mr. Britt and made a payment of \$150.00, MR. Britt

was not in his office on this day, so I left my payment of \$150.00 with his Secretary. On 2-20-09 I went to meet with MR. Britt, again he was not in his office, so I left my payment of \$600.00 with his secretary. On 3-11-09 I went to meet with MR. Britt, again he was not in his office, so I left my final payment of \$324.00 with his secretary. On this I received a receipt (attached) for "paid in full".

In December of 2010, I received a letter from Britt Law Offices (attached) stating that he had spent my money and was being prosecuted by the Cincinnati Bar Association. He referred me to Nick Zingarelli.

On 2-21-11 at 1pm I met with Nick Zingarelli at his office and he advised me to contact the Ohio Supreme Court. Also, Mr Zingarelli advised me that it was not necessary for me to file Bankruptcy ~~due~~ due to my being on Social Security.

One thing I want to add is, at the time I met with Mr. Britt I was in extreme grief after losing my husband and Mr. Britt was aware of that fact. I felt I was taken advantage of in that aspect also.

The Rules of the Supreme Court of Ohio require that investigations be confidential. Please keep confidential the fact that you are submitting this grievance. The party you are filing your grievance against will receive notice of your grievance and may receive a copy of your grievance and be asked to respond to your allegations.

Signature

Linda J. Powell

Date

March 3, 2011

RECEIPT

DATE 3/11/09 No. 958824

RECEIVED FROM Linda Powell \$ 824 DOLLARS

FOR RENT Paid in full

FOR

ACCOUNT				
PAYMENT	X			
BAL DUE				

CASH  
 MONEY ORDER  
 CHECK  
 CREDIT CARD

TO \_\_\_\_\_ BY Maanel

FORM 1182

*Disiplinary #  
1-800-589  
5256*

*Client Sec.*

**BRITT LAW OFFICES**  
P.O. Box 17212  
Ft. Mitchell, KY 41017  
513-830-5000  
1-513-206-9838  
[cbritt@brittlawoffices.com](mailto:cbritt@brittlawoffices.com)

*Ohio Supreme Ct.  
64-387-9370*

Linda Powell  
235 Nevels Dr  
Williamsburg, OH 45176

Re: Status of Representation

Dear Ms. Powell:

You retained me to file a bankruptcy case on your behalf. My records show that you paid me the following amounts:

\$ 200.00	02/05/2009
\$ 150.00	02/12/2009
\$ 600.00	02/20/2009
<u>\$ 324.00</u>	03/11/2009

Total           \$ ,1274.00

These monies should have been deposited into my attorney trust account and held there until earned. I did not deposit them into my trust account but instead deposited them into my operating account. Additionally, I have not instituted your bankruptcy proceeding and so no fees were earned by me. In plain English, I spent the money you paid me before it was earned. My failure to properly hold your money in trust until earned and my failure to prosecute your bankruptcy are both serious ethical violations to which I have admitted. I am currently being prosecuted by the Cincinnati Bar Association in an action pending before the Board of Commissioners on Grievance and Discipline.

There is an organization in Ohio called the Client Security Fund. It exists to compensate clients of attorneys who have not handled their client's funds correctly. You would likely be eligible to make a claim with that organization and obtain a refund of the money you paid me. The Client Security Fund would then seek reimbursement from me. You can get more information about the Client Security Fund on the Ohio Supreme Court's web site. Unfortunately, you will not be eligible to receive compensation from the Client Security Fund until my disciplinary case is final – and that will likely be many months from now.

I am in the process of closing my practice of law. Because I am unable to refund the monies you paid me and because you are not currently eligible to receive compensation from the Client Security Fund, I have contacted another Cincinnati

attorney, Nick Zingarelli, about taking over my bankruptcy clients. Mr. Nick Zingarelli's resume is attached. Mr. Zingarelli is active in the Cincinnati Bar Association and is known to be very competent lawyer. He is not a personal friend of mine and we have never before been associated in the practice of law. I contacted him along with several other lawyers trying to find a way to complete my obligations to you and other clients.

Mr. Zingarelli has agreed to take over my unfinished cases and complete them at no additional cost to the clients who have paid the total agreed upon fee. You do (or don't) fall into that category. Those who have not paid the entire agreed upon fee and elect to have their file transferred to Mr. Zingarelli will have to pay the unpaid balance to him. For those clients who chose to have their case transferred to Mr. Zingarelli, I have agreed to sign a promissory note and to pay to him over time the fees and costs which the clients paid to me. As security for my debt to Mr. Zingarelli, he will require that each client who elects to have their file transferred to him also give him an assignment of the client's rights to the Client Security Fund. That way, if I default on my obligations to Mr. Zingarelli, he can look to the Client Security Fund for payment. Obviously, he will only be paid once for the work on these files – either from me or from the Client Security Fund.

You will need to make an election about what you want to be done with your file. Enclosed is an instruction form which you should complete and return to me. Basically, your choices are to: 1) transfer your file to Mr. Zingarelli for future handling; 2) identify another lawyer you want your file materials released to; or 3) pick up your file materials yourself and make arrangements for representation thereafter.

You may contact Mr. Zingarelli to talk to him about your case before deciding if you want your case transferred to him. If you want to do that you will have to identify yourself as one of my clients – because I have not shared your file or other information (even your name) with him.

I know that I have violated your trust and put you in jeopardy by not timely performing the services I promised to perform. I have been suffering from depression and have only recently begun to receive treatment. I say this as an explanation and not an excuse. As you may know, I served in the Air Force for 20 years and was honorably discharged. I have a family and have always prided myself on being an honest, contributing member of our community. I have dishonored myself and my profession and have let you down. I cannot adequately convey how sorry I am for my actions.

It is imperative that you complete the enclosed instruction form and return it to me so that I can take the action you want me to take with your file. If you want to discuss this letter with me, you can contact me on my cell phone. My number is

859-609-1527. You can also contact Mr. Zingarelli if you want to talk to him before deciding how to proceed. His number is 513-338-1910.

Sincerely,

A handwritten signature in black ink, appearing to read 'Curtis D. Britt', with a long horizontal flourish extending to the right.

Curtis D. Britt

Enclosure

**NICHOLAS A. ZINGARELLI**

**WORK EXPERIENCE**

**Zingarelli Law Office                      Cincinnati, Ohio      2008 - Present**

- Owned and operated successful law practice serving individuals, families and small businesses of Cincinnati and northern Kentucky.
- Advised clients as to how bankruptcy is best able to assist them with their financial problems by saving their homes from foreclosure, modifying terms on car loans, addressing tax liabilities in an interest and penalty-free environment and reorganizing their unsecured debts.
- Prepared and filed all forms of bankruptcy documents necessary to completely administer both Chapter 7 and Chapter 13 bankruptcies, including but not limited to schedules, motions, responses, plans, supporting memoranda, and orders.

**Dearfield, Krueer & Company      Cincinnati, Ohio      2004 - 2008**

- Represented hundreds of clients before the United States Bankruptcy Court and Chapter 13 and 7 Trustees at motion docket, evidentiary hearings, and meetings of creditors in Dayton, Cincinnati, Columbus and Portsmouth, Ohio as well as Covington, Ashland and Lexington, Kentucky.
- Managed extensive caseload spanning four separate offices in three cities, including management of paralegal staff in each office. Interviewed, trained and developed paralegals within the firm, including paralegal that became an attorney since being hired.
- Attended numerous seminars focusing on the comprehensive changes in bankruptcy laws in 2005 as a result of the passage of the Bankruptcy Abuse Prevention and Consumer Protection Act.
- Litigated and successfully established precedent related to ability to modify contracts on mobile homes in Chapter 13 bankruptcies.

**PROFESSIONAL AFFILIATIONS**

- Member of the Bar, State of Ohio; admitted 2005.
- Member of the Bar, Commonwealth of Kentucky; admitted 2006.
- Member of the Bar, United States District Court in the Southern District of Ohio; admitted 2005.

- Member of the Bar, United States District Court in the Eastern District of Kentucky; admitted 2006.
- Member of the Bar, United States Court of Appeals for the Sixth Circuit; admitted 2008.
- Member of Cincinnati Bar Association Committee on Unauthorized Practice of Law; 2006 to present; currently serving as Vice Chair of Committee.
- Accredited business with Better Business Bureau; February 2010 to present.

#### **PROFESSIONAL SPEAKING ENGAGEMENTS**

- Presentation on mortgage arrearage cure strategies before American Bankruptcy Law Forum; November 2008.
- "Bankruptcy 101" presentation at Cincinnati Bar Association; February 2010
- "Nuts and Bolts of Bankruptcy" presentation at Salmon P. Chase College of Law; April 2010
- Member of panel speaking on intersection of bankruptcy and domestic relations law; CBA Bankruptcy Update seminar in Cincinnati, Ohio; December 2010

#### **EDUCATION**

**Salmon P. Chase College of Law; Northern Kentucky University**  
 Juris Doctor Received: May, 2005;  
 Class Rank: 21/96

**University of Cincinnati; Cincinnati, Ohio**  
 Bachelor of Arts received June, 2001  
 Major: Philosophy; GPA: 3.71/4.0

#### **HOBBIES/COMMUNITY ACTIVITIES**

- Assistant Coach, Elder High School Mock Trial Team; 2008 to present.

OFFICE OF DISCIPLINARY COUNSEL  
THE SUPREME COURT OF OHIO

JONATHAN E. COUGHLAN, Disciplinary Counsel

250 Civic Center Drive, Suite 325  
Columbus, Ohio 43215-7411  
(614) 461-0256  
1-800-589-5256  
(614) 461-7205 FAX

RECEIVED

MAR 07 2011

DISCIPLINARY COUNSEL  
SUPREME COURT OF OHIO

\*\*\*\*\*

INSTRUCTIONS

The Office of Disciplinary Counsel investigates allegations of ethical misconduct against attorneys and judges. Disciplinary Counsel also investigates grievances regarding the unauthorized practice of law. Please understand that this office has no jurisdiction over and will not become involved in the legal merits of any case. The attorney disciplinary process will not affect or change court decisions made in your case. In addition, Disciplinary Counsel may not give you legal advice.

This form will assist you in filing your grievance. After you have legibly completed the form and signed and dated the form, please return it in the envelope provided. You may attach additional sheets of paper, if necessary, in order to complete the "Facts of the Grievance" portion of the form. If you wish to file a grievance against more than one attorney or judge, please use one form per attorney or judge. You may make additional copies of the form. You may enclose all forms in one envelope.

If you include documentation with your grievance, send copies only. PLEASE DO NOT SEND ORIGINALS.

The Rules of the Supreme Court of Ohio require that investigations be confidential. You are requested to keep confidential the fact that you are filing this grievance. Only the attorney/judge against whom you are filing your grievance may waive confidentiality. In filing a grievance against your attorney, you are waiving your attorney-client privilege.

The attorney/judge against whom you are filing your grievance will receive notice of your grievance. Those individuals are also entitled to receive a copy of your grievance and may be asked to respond to your allegations. Your grievance may result in your attorney withdrawing from your case. Disciplinary Counsel cannot prevent an attorney from withdrawing from representation.

Once received, it may take up to ninety (90) days for us to review and respond to your grievance. However, you will be contacted by mail within that time period to advise you whether your grievance will be investigated or dismissed. You may or may not be contacted by mail or telephone to provide additional information. This office will respond to inquiries only from the person(s) who complete(s) the form (is/are named as Grievant(s) under the "Your Name" portion of the form).

CINCINNATI BAR ASS'N  
REC'D 7/20/11



Cincinnati Bar Association

# CINCINNATI BAR ASSOCIATION MEMORANDUM

**To:** Persons Filing a Grievance  
**From:** Certified Grievance Committee of the Cincinnati Bar Association  
**Re:** Your Grievance Against an Attorney

The Certified Grievance Committee has received your request to investigate the conduct of an attorney. In order to determine whether your concerns about your attorney are within the jurisdiction of the Grievance Committee, further information will be required. Please thoroughly read this memo and the attached information before completing the enclosed form.

The information contained in this memo and the attached information is general in nature and is not intended to give specific advice for an individual legal problem. Please retain this memo and the attached information for your records.

## INSTRUCTIONS

1. Complete the attached form by typing or legibly printing the information requested.
2. Be sure to provide the complete name, address and telephone number for both yourself and the attorney. We may need to contact each of you in the future.
3. Attach to your completed forms copies of any documents that you feel may support your grievance. Depending upon the nature of your complaint, examples of documents you may wish to include are: receipts, correspondence, billing statements and fee agreements.  
DO NOT ATTACH ORIGINAL DOCUMENTS; ONLY SEND COPIES!
4. Submit the original completed form with your signature and date to the following address:

**Cincinnati Bar Association**  
Attn: Grievance Committee  
225 East Sixth Street, Second Floor  
Cincinnati, OH 45202

## THE GRIEVANCE PROCESS

Your complaint will be reviewed, in the order in which it was received, for any potential violations of the Ohio Rules of Professional Conduct. You will receive a written response to your complaint within two to eight weeks. If a potential violation is found, an investigation will be opened and a copy of your complaint will be provided to the attorney who will then be required to respond to the allegations.

The grievance investigation generally takes approximately 60 to 90 days; however, it can be longer if the grievance should require a more extensive investigation. You may be contacted to provide additional information to the Grievance Committee. Should this occur, you must provide the information in order for the committee to continue its investigation. If you have questions during the investigation process or wish to obtain the status of your complaint, you may contact the Grievance Department by phone from Monday through Friday between the hours of 9:00 AM and 5:00 PM. Please note that the Grievance Department does not meet with clients in person. At the conclusion of the investigation you will be contacted by mail regarding the findings of the committee.

If the Grievance Committee finds sufficient evidence of wrongdoing, it will file a formal complaint charging misconduct against the attorney. The Board of Commissioners on Grievance and Discipline, which is an independent board appointed by the Supreme Court of Ohio, will then hold a public hearing and you may be required to testify. Based on the results of this hearing, the Supreme Court of Ohio may take action against the lawyer to protect the public by limiting or prohibiting the lawyer from practicing law. If the Board finds insufficient evidence of misconduct, the charges may be dismissed by the Board.

Finally, it is important to recognize that the Bar Association and its Grievance Committee cannot give you legal advice or represent you. The Grievance Committee's function is to investigate and seek discipline for attorney misconduct, or to exonerate the attorney. A person with a legal problem should consult an attorney. The grievance procedure is separate and distinct from a civil cause of action. Filing a grievance with the Bar Association will not affect the time limitations for the proper filing of a civil suit against your attorney or against anyone else.



# CINCINNATI BAR ASSOCIATION STATEMENT OF FACTS



Cincinnati Bar Association

## A. INFORMATION ABOUT YOU

Name(s): RICHARD SCOTT BRANDENBURG

Address: 1502 DIAMOND COURT APT 12  
COVINGTON, KY 41011

Phone No.: (home) 513-702-7312 (work) 859-781-2805

## B. INFORMATION ABOUT THE ATTORNEY

Name(s): CHRIS D. BRITT

Firm(s): BRITT LAW OFFICES

Address: P.O. BOX 17212  
FT. MITCHELL, KY 41017

Phone No.: 513-330-6000 1-513-206-9838

Did this attorney represent you?  Yes (if yes, go to section C)  No (if no, please answer the following questions)

Name of person represented: RICHARD SCOTT BRANDENBURG

Your relationship to the person represented: SELF

## C. INFORMATION ABOUT THE ATTORNEY RELATIONSHIP

When was the attorney hired? 11/11/2008

Is the attorney still representing you?  Yes  No

If no, has the attorney:

Withdrawn from the case?  Yes  No  
Explain: CASED OFFICE BEING PROSECUTED BY CBA.

Been dismissed from the case?  Yes  No  
Explain: \_\_\_\_\_

Did the Lawyer Referral Service of the Cincinnati Bar Association refer you to the attorney?  Yes  No

Did the attorney tell you whether or not s/he has malpractice insurance?  Yes  No

If the attorney does not have insurance, did s/he ask you to sign an acknowledgement?  Yes  No  
UNSURE

Please provide the name, address and phone number of the attorney now representing you, if different from the above attorney:

Name(s): N/A

Address: \_\_\_\_\_

**D. INFORMATION ABOUT ATTORNEY'S FEES**

How much have you paid the attorney? \$1,250.00

How much does the attorney claim that you still owe him/her? \$0

Did you sign a written fee agreement/contract?  Yes (Please attach a copy)  No UNSURE

Has the attorney sued you in a court of law for collection of fees?  Yes  No

If yes, please list court and case number: N/A

**E. INFORMATION ABOUT THE LEGAL MATTER INVOLVED**

What kind of legal matter is this (example: Divorce, Criminal, Personal Injury, etc.)? BANKRUPTCY

Does this grievance involve a case that is still pending before a court?  Yes  No

Please provide the name of the court and the case number: N/A

Have you contacted any other agency or bar association about this complaint?  Yes  No

If Yes, What is the name of this agency? CLIENT SECURITY FUND

What action was taken by this agency? CLAIM IS UNDER REVIEW PENDING THIS GRIEVANCE.

What is the approximate date that you filed with this agency? 5/17/2011

What are you hoping the Cincinnati Bar Association can do about this matter? I JUST WANT MY MONEY BACK AND HOPE NOBODY ELSE PUTS THEIR TRUST INTO THE HANDS OF MR. BRIST TO SEE IT TAKEN ADVANTAGE OF.

**F. INFORMATION ABOUT THE COMPLAINT**

On the next page, please tell us about the situation you are complaining about. Attach additional pages as necessary. You may attach copies of any receipt, correspondence, billing statement or additional documentation which may support your complaint. However, if the documentation is more than ten (10) pages long, please describe it, but do not send it at this time. We will contact you if we need to see a copy. **DO NOT ATTACH ORIGINAL DOCUMENTS; ONLY SEND COPIES.** Be sure to sign and date where indicated at the end of this form.

How did you hear about the Cincinnati Bar Association Grievance Committee? CLIENT SECURITY FUND DIRECTED ME.

*You will be contacted by the Grievance Committee if further information is needed. You will be advised in writing of the disposition of your complaint. It may take as long as eight (8) weeks to process your complaint.*

**Please provide your statement on the following pages and return forms to:**

Cincinnati Bar Association  
Attn: Grievance Department  
225 E. Sixth Street, Second Floor  
Cincinnati, OH 45202

### F INFORMATION ABOUT THE COMPLAINT (continued)

I WENT TO MR. BRITT'S OFFICE TO SEEK LEGAL ADVICE CONCERNING BANKRUPTCY. MY FINANCIAL SITUATION WAS IN DIME STRAITS DUE TO UNRESOLVED MEDICAL ISSUES WITH MY DAUGHTER AND MY COMPANY WENT OUT OF BUSINESS. I PUT MY TRUST IN MR. BRITT AND DECIDED TO FILE BANKRUPTCY. I MADE SEVERAL PAYMENTS TO MR. BRITT AND FILED OUT ALL NECESSARY PAPERWORK. ~~AT~~ SOME TIME PASSED AND I HAD NOT HEARD FROM HIS OFFICE. IT TOOK SEVERAL ATTEMPTS THROUGH PHONE CALLS AND EMAILS, BUT FINALLY GOT A RETURN CALL FROM MR. BRITT ASSURING ME THAT EVERYTHING WAS SET TO MOVE FORWARD.

AGAIN, SOME TIME HAD PASSED AND I STARTED CALLING AND EMAILING HIM. I NEVER GOT A RESPONSE. EVENTUALLY I DROVE TO HIS OFFICE IN MONTGOMERY WHERE I FOUND OUT HE HAD MOVED.

I CALLED AND EMAILED MORE AND FOUND OUT HE MOVED TO KENTUCKY. I DROVE TO THIS OFFICE AND HE WASN'T THERE. I CALLED THE LAND LORD OF THE BUSINESS CENTER AND THEY INFORMED ME THAT MR. BRITT WAS RENTING AN OFFICE FROM THEM AND LEFT WITHOUT NOTICE. THEY DIDN'T KNOW WHERE HE WENT HOWEVER.

AT THIS POINT I ASSUMED HE TOOK MY MONEY AND RAN. OTHER THAN DRIVE TO HIS PRIVATE RESIDENCE, I DIDN'T KNOW WHAT TO DO. I STARTED CALLING, EMAILING, AND SENDING MESSAGES VIA FACEBOOK TO GET SOME RESPONSE AS I WAS READY TO HAVE A FAMILY ATTORNEY INTERVENE AND GO AFTER MR. BRITT FOR LOST MONIES AND DAMAGES. I FINALLY RECEIVED AN EMAIL ON 4/26/2011. (ATTACHED TO COMPLAINT.)

MR. BRITT NEVER FILED A SINGLE DOCUMENT TOWARDS BANKRUPTCY. HE INFORMED ME TO STOP PAYING ON ALL MY CREDIT CARDS, LOANS, ETC. NOW MY CREDIT IS RUINED, AND I STILL HAVE TO PAY BACK ALL THE CREDITORS.

Continued on back



**Fwd: Britt Law Office**

Scott Brandenburg [brandenburg0181@gmail.com]

**Sent:** Friday, April 29, 2011 6:33 AM

**To:** APPLEBEE'S #215

**Attachments:** dear client ltr - brandenb~1.doc (47 KB) ; CV - Nick Zingarelli.pdf (27 KB) ; Election sheet.doc (37 KB)

---

----- Forwarded message -----

**From:** Curtis Britz <cbritz@brittlawoffices.com>

**Date:** Tue, Apr 26, 2011 at 5:26 PM

**Subject:** Britt Law Office

**To:** "brandenburg0181@gmail.com" <brandenburg0181@gmail.com>

Dear Scott:

I am writing to let you know that I have closed Britt Law Offices some time ago and had sent you a letter with instructions for obtaining alternate legal service from another attorney or alternatively, a refund. I have arranged with another attorney to take over my cases at no additional charge to the client. I have attached a copy of that letter (unsigned), a copy of the other attorney's vitae, and an instruction form to be sent to my attorney, George Johnson. Once you have read the letter and determined what course of action you would like to take, fill out the form and let my attorney know what you wish to do. You are also welcome to contact the other attorney, Nick Zingarelli, whose address and phone number are in the letter. He does Kentucky bankruptcy also. Thank you and I wish you well.

Sincerely,

Curtis Britz

**BRITT LAW OFFICES**

P.O. Box 17212  
Ft. Mitchell, KY 41017  
513-830-5000  
1-513-206-9838  
[cbritt@brittlawoffices.com](mailto:cbritt@brittlawoffices.com)

Richard Brandenburg  
1502 Diamond Ct., #2  
Ft Wright, KY 41011

Re: Status of Representation

Dear Mr. Brandenburg:

You retained me to file a bankruptcy case on your behalf. My records show that you paid me the following amounts:

\$ 100.00	11/11/2008
\$ 200.00	11/18/2008
\$ 200.00	12/19/2008
\$ 100.00	01/22/2009
\$ 100.00	05/19/2009
\$ 100.00	07/08/2009
\$ 300.00	09/15/2009
<u>\$ 150.00</u>	11/02/2009

Total           \$ 1,250.00

These monies should have been deposited into my attorney trust account and held there until earned. I did not deposit them into my trust account but instead deposited them into my operating account. Additionally, I have not instituted your bankruptcy proceeding and so no fees were earned by me. In plain English, I spent the money you paid me before it was earned. My failure to properly hold your money in trust until earned and my failure to prosecute your bankruptcy are both serious ethical violations to which I have admitted. I am currently being prosecuted by the Cincinnati Bar Association in an action pending before the Board of Commissioners on Grievance and Discipline.

There is an organization in Ohio called the Client Security Fund. It exists to compensate clients of attorneys who have not handled their client's funds correctly. You would likely be eligible to make a claim with that organization and obtain a refund of the money you paid me. The Client Security Fund would then seek reimbursement from me. You can get more information about the Client Security Fund on the Ohio Supreme Court's web site. Unfortunately, you will not be eligible to receive compensation from the Client Security Fund until my disciplinary case is final -- and that will likely be many months from now.

I am in the process of closing my practice of law. Because I am unable to refund the monies you paid me and because you are not currently eligible to receive compensation from the Client Security Fund, I have contacted another Cincinnati attorney, Nick Zingarelli, about taking over my bankruptcy clients. Mr. Nick Zingarelli's resume is attached. Mr. Zingarelli is active in the Cincinnati Bar Association and is known to be very competent lawyer. He is not a personal friend of mine and we have never before been associated in the practice of law. I contacted him along with several other lawyers trying to find a way to complete my obligations to you and other clients.

Mr. Zingarelli has agreed to take over my unfinished cases and complete them at no additional cost to the clients who have paid the total agreed upon fee. You do (or don't) fall into that category. Those who have not paid the entire agreed upon fee and elect to have their file transferred to Mr. Zingarelli will have to pay the unpaid balance to him. For those clients who chose to have their case transferred to Mr. Zingarelli, I have agreed to sign a promissory note and to pay to him over time the fees and costs which the clients paid to me. As security for my debt to Mr. Zingarelli, he will require that each client who elects to have their file transferred to him also give him an assignment of the client's rights to the Client Security Fund. That way, if I default on my obligations to Mr. Zingarelli, he can look to the Client Security Fund for payment. Obviously, he will only be paid once for the work on these files - either from me or from the Client Security Fund.

You will need to make an election about what you want to be done with your file. Enclosed is an instruction form which you should complete and return to me. Basically, your choices are to: 1) transfer your file to Mr. Zingarelli for future handling; 2) identify another lawyer you want your file materials released to; or 3) pick up your file materials yourself and make arrangements for representation thereafter.

You may contact Mr. Zingarelli to talk to him about your case before deciding if you want your case transferred to him. If you want to do that you will have to identify yourself as one of my clients - because I have not shared your file or other information (even your name) with him.

I know that I have violated your trust and put you in jeopardy by not timely performing the services I promised to perform. I have been suffering from depression and have only recently begun to receive treatment. I say this as an explanation and not an excuse. As you may know, I served in the Air Force for 20 years and was honorably discharged. I have a family and have always prided myself on being an honest, contributing member of our community. I have dishonored myself and my profession and have let you down. I cannot adequately convey how sorry I am for my actions.

It is imperative that you complete the enclosed instruction form and return it to me so that I can take the action you want me to take with your file. If you want to discuss this letter with me, you can contact me on my cell phone. My number is 859-809-1527. You can also contact Mr. Zingarelli if you want to talk to him before deciding how to proceed. His number is 513-338-1910.

Sincerely,

Curtis D. Britt

Enclosure

# Appendix B

## APPENDIX II

### THE RULES AND REGULATIONS GOVERNING PROCEDURE ON COMPLAINTS AND HEARINGS BEFORE THE BOARD OF COMMISSIONERS ON GRIEVANCES AND DISCIPLINE OF THE SUPREME COURT

#### Section 1. Complaint Requirements

(A) The complaint shall allege the specific misconduct detailed in Gov. R. IV or Section 6(a) of Gov. R. V and cite the disciplinary rule allegedly violated by the Respondent. The Panel and Board shall not be limited to the citation to the disciplinary rule(s) in finding violations based on all the evidence.

(B) The Relator in the complaint shall set forth the Respondent's attorney registration number and his last known address where the Board shall serve the complaint.

[Section 1 Approved by Supreme Court of Ohio, October 8, 1990]

#### Section 2. Pleadings and Motions

(A) Within the period of time permitted for an answer to the complaint, Respondent may file any motion appropriate under Rule 12 of the Ohio Rules of Civil Procedure, supported by a brief and affidavits if necessary. A brief and affidavits, if appropriate, in opposition to such motion may be filed within twenty days after service of such motion. No oral hearing will be granted, and rulings of the Board will be made by the Chairman of the Board or any member designated by the Secretary of the Board. All motions shall be made in accordance with this rule.

(B) The chairman or a member of the panel shall rule on all motions subsequent to the appointment of a panel.

(C) For good cause, the Chairman of the Board, or, after appointment of a panel, the chairman or member of the panel may grant extensions of time for the filing of any pleading, motion, brief or affidavit, either before or after the time permitted for filing.

(D) Every pleading after the complaint shall show proof of service.

[Section 2 Approved by Supreme Court of Ohio, October 8, 1990]

#### Section 3. Rules of Procedure

(A) The Board and hearing panels shall follow the Ohio Rules of Civil Procedure wherever practicable unless a specific provision of Gov. Bar R. V provides otherwise.

1 9 0 7

## **Section 10. Guidelines for Imposing Lawyer Sanctions**

(A) Each disciplinary case involves unique facts and circumstances. In striving for fair disciplinary standards, consideration will be given to specific professional misconduct and to the existence of aggravating or mitigating factors.

(B) In determining the appropriate sanction, the Board shall consider all relevant factors; precedent established by the Supreme Court of Ohio; and the following:

(1) Aggravation. The following shall not control the Board's discretion, but may be considered in favor of recommending a more severe sanction:

(a) prior disciplinary offenses;

(b) dishonest or selfish motive;

(c) a pattern of misconduct;

(d) multiple offenses;

(e) lack of cooperation in the disciplinary process;

(f) submission of false evidence, false statements, or other deceptive practices during the disciplinary process;

(g) refusal to acknowledge wrongful nature of conduct;

(h) vulnerability of and resulting harm to victims of the misconduct;

(i) failure to make restitution.

(2) Mitigation. The following shall not control the Board's discretion, but may be considered in favor of recommending a less severe sanction:

(a) absence of a prior disciplinary record;

(b) absence of a dishonest or selfish motive;

(c) timely good faith effort to make restitution or to rectify consequences of misconduct;

(d) full and free disclosure to disciplinary Board or cooperative attitude toward proceedings;

(e) character or reputation;