

ORIGINAL

BEFORE THE SUPREME COURT OF OHIO

In the matter of the admission
of JEFFREY VINCENT GUELI
to The Bar of Ohio

Case No. 2011-1323

FILED
NOV 21 2012
CLERK OF COURT
SUPREME COURT OF OHIO

MOTION FOR INTERVENTION

On May 3, 2012, this Court issued an order denying my application for admission to The Bar of Ohio. The order required me to reenroll in The Ohio Lawyers' Assistance Program ("OLAP") in order to reapply for admission to The Bar. In order to reenroll in OLAP, I was required to enter into inpatient treatment for depression and alcoholism. I entered into the required treatment on May 28, 2012, and remained in treatment for 93 days. I was permitted to sign a new contract with OLAP after my discharge from treatment. I signed the contract on September 12, 2012. I participated in OLAP for approximately two months before my contract was suspended. A letter detailing the reasons why my contract was suspended is attached for the Court's review. Additionally, a letter I sent back to Mr. Mote of OLAP requesting that my contract be reinstated is attached for the Court's review. Mr. Mote's letter was mailed on November 6, 2012; I received it on November 8, 2012. I mailed the letter requesting reinstatement on November 8, 2012 (eleven days ago), and I still have not received word from Mr. Mote as to the reinstatement of my contract. Time is of the essence. I must be a participant in OLAP in order to become a member of The Bar of Ohio. Additionally, The Florida Bar requires me to participate in OLAP, and there is currently an inquiry open with that office (case number 2012-938(12A)).

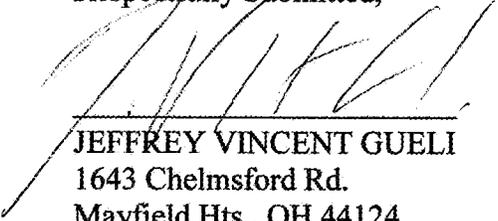
Accordingly, I request this Court's intervention. I request that the Court enter an order requiring OLAP to reinstate my contract. Alternatively, I request that the Court enter an order modifying its previous mandates, and specifying that I do not have to participate in OLAP, and instead may be treated by Dr. Boehm and be tested randomly for drugs and alcohol through his

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office or some other, and gain admission to The Bar that way. Of course, I should be required to follow Dr. Boehm's recommendations on attending Alcoholics Anonymous meetings and conferring with my AA sponsor.

I have worked very hard over the years to gain admission to The Bar of Ohio. Immediately upon the issuance of this Court's May 3, 2012 order, I took steps to bring myself into compliance with the order. This Court should not allow the administrators of OLAP to ruin my chances at maintaining my license to practice law in Florida, and my chances at obtaining a license to practice law in Ohio on the ground of a technicality. This Court is requested to enter the order described above within the next fifteen days.

Respectfully Submitted,



JEFFREY VINCENT GUELI
1643 Chelmsford Rd.
Mayfield Hts., OH 44124
440-339-5978 (cellular)
jvincentgueli@hotmail.com

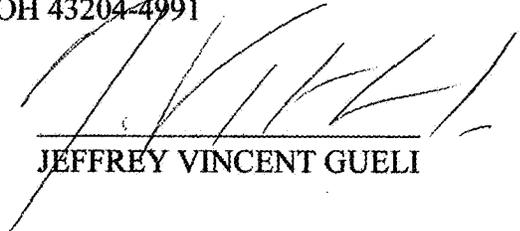
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 19, 2012, a true copy of this document was furnished

to:

Tucker Ellis & West LLP
Ms. Susan Audey
925 Euclid Ave.
Cleveland, OH 44115

Ohio Lawyers' Assistance Program
Mr. Scott R. Mote
1650 Lake Shore Dr. Ste. 375
Columbus, OH 43204-4991



JEFFREY VINCENT GUELI

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November 6, 2012

Jeffrey V. Gueli
1643 Chelmsford Road
Mayfield Heights, Ohio 44124

Re: Suspension of OLAP Contract

Dear Mr. Gueli:

I write to advise that you are suspended from your OLAP contract effective November 6, 2012, until I decide otherwise.

The reason I am suspending you is your noncompliance with various terms of the contract, including:

1. on October 18 Paul A. Caimi emailed you, directing you to call him weekly;
2. you replied on October 21, stating that you will attend the Wednesday OLAP support meetings, or you will call and let Paul know that you will not be able to attend;
3. you did not attend the Wednesday, October 24 and 31 meetings, nor did you advise Paul that you would not attend;
4. on October 26 at 8:00 a.m., you called and left a message for Paul; this was your last contact with OLAP, over a week ago.

We are here to assist you, but we will not enable you to fail to abide by the terms of the contract.

I request that you send me a letter or email (smote@ohiolap.org), setting forth your reasons for failing to comply, and what, if anything, you intend to change in the future.

Sincerely,



Scott R. Mote
Executive Director

SRM/s

Ohio Lawyers' Assistance Program

Mr. Scott R. Mote

1650 Lake Shore Dr. Ste. 375

Columbus, OH 43204-4991

Jeffrey Vincent Gueli

1643 Chelmsford Rd.

Mayfield Hts., OH 44124

440-339-5978 (cell)

November 8, 2012

Dear Mr. Mote:

Thank you for your letter dated November 6, 2012 in which you express concern about noncompliance with various terms of my OLAP contract.

Regarding calling Mr. Caimi, I was initially under the impression that I was not required to call. Subsequently, Mr. Caimi advised me to call him weekly—that became a requirement on October 18, as your letter indicates. I complied with that requirement, and called Mr. Caimi about one week later (on October 26), as your letter illustrates. Then, about one week later, on November 6 at 7:30 a.m., I called Mr. Caimi to check in with him. When I called, he did not answer, and I left a message. Consequently, I feel that I have been in compliance with the component of my OLAP contract requiring me to call Mr. Caimi weekly.

Regarding attendance at the Wednesday OLAP meetings, your letter references an e-mail I sent to Mr. Caimi on October 21. Your letter indicates that that e-mail stated that I would attend all Wednesday OLAP meetings. In fact, that is not what the e-mail stated. The e-mail reads "Paul, thanks for your e-mail. I just faxed back to you the participant log. I'll try to be at the OLAP meeting on Wednesday. If I can't be there, I'll give you a call." As you can see, this e-mail does not indicate agreement to attend all Wednesday OLAP meetings. Furthermore, I was under the impression that the Wednesday OLAP meetings were voluntary. I neglected to call Mr. Caimi to advise him that I would be unable to attend the OLAP meeting referenced in the e-mail above, but I cannot see that this is a substantial violation of the terms of my OLAP contract.

As you can see, I am in compliance with the terms of my OLAP contract. Furthermore, please note that earlier today, The Supreme Court of Ohio approved a motion allowing me to consult with Dr. Gregory Boehm instead of Dr. Wolf and Mr. Hunkins. Mr. Caimi wanted me to see Dr. Boehm instead of Dr. Wolf and Mr. Hunkins, and said that seeing Dr. Boehm was a requirement of my OLAP contract. This requirement was in contravention to the mandates of a May, 2012

Supreme Court order requiring me to consult with Dr. Wolf and Mr. Hunkins. The approval of my motion in The Supreme Court of Ohio facilitates my compliance with Mr. Caimi's requirements.

For all of the reasons discussed above, I would like for my OLAP contract to be reinstated. If you should like to reinstate the contract, please send me a letter or an e-mail indicating the reinstatement. Please also include in your communication **clear information** about any requirement to attend Wednesday OLAP meetings, and any other requirements pertaining to the contract.

Thank you for your time and consideration. I look forward to your prompt reply.

Sincerely,

Jeffrey Vincent Gueli