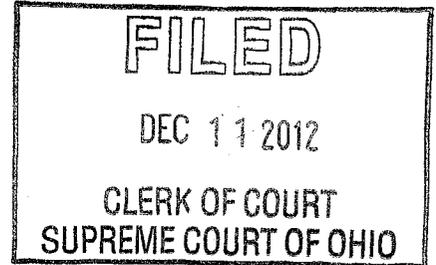


BEFORE THE BOARD OF COMMISSIONERS
ON
GRIEVANCES AND DISCIPLINE
OF
THE SUPREME COURT OF OHIO

12-2075



In re:	:	
Complaint against	:	Case No. 12-039
Alexander Yaw Adusei, Jr.	:	Findings of Fact,
Attorney Reg. No. 0082023	:	Conclusions of Law, and
	:	Recommendation of the
Respondent	:	Board of Commissioners on
	:	Grievances and Discipline of
Columbus Bar Association	:	the Supreme Court of Ohio
	:	
Relator	:	
	:	

OVERVIEW

{¶1} This matter was submitted to the hearing panel consisting of Judge C. Ashley Pike, Patrick L. Sink, and David E. Tschantz, chair, all of whom are duly qualified members of the Board, as a fully stipulated case. None of the panel members resides in the appellate district from which the complaint originated or served on the probable cause panel that certified this matter to the Board. Respondent, Alexander Yaw Adusei, Jr., appeared by and through his counsel Alvin E. Mathews. Relator appeared by and through its counsel Melissa A. Black, James L. Ervin, Bruce A. Campbell, and A. Alysha Clous.

{¶2} The parties waived a formal hearing on this matter.

{¶3} Respondent was charged in the complaint with the following violations: Prof. Cond. R. 1.5(a) [a lawyer shall not collect an illegal or clearly excessive fee]; Prof. Cond. R. 1.5(c) [contingency fee agreements shall be in writing]; and Prof. Cond. R. 1.7(a)-(c) [conflict of interest].

{¶4} Relator has withdrawn its allegation of a violation of Prof. Cond. R. 1.7(a)-(c).

{¶5} Respondent stipulated that he violated Prof. Cond. R. 1.5(a) and Prof. Cond. R. 1.5(c). Therefore, the panel concludes that Relator proved violations of both rules by clear and convincing evidence.

{¶6} Based on the above conclusions of law, the stipulations of the parties concerning matters in mitigation and aggravation, case precedent established by the Supreme Court of Ohio, and the recommendation of the parties, the panel recommends the imposition of a public reprimand.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

{¶7} Respondent is an attorney who has been licensed to practice law in Ohio since 2007, and is registered with the Supreme Court of Ohio.

{¶8} This case arose out of Respondent's acquaintance with an individual named Joseph Addai through interaction in the Ghanaian Community in Columbus, Ohio. Respondent had represented Addai on traffic matters in the past. Addai was killed in a traffic accident on June 26, 2009, in Columbus.

{¶9} At the time of his death, Addai had a life insurance policy through his employer which named his wife, Comfort Addai, as the sole beneficiary. The payout under this policy was \$23,816.

{¶10} Mrs. Addai resides in the country of Ghana.

{¶11} Shortly after Addai's death, Respondent was contacted by a group of four individuals: the decedent's niece, his nephew, and two members of Addai's village in Ghana. Respondent believed they were acting as duly authorized representatives of the family in Ghana.

{¶12} Respondent met with the group and they discussed the procedure for returning Addai's body to Ghana, cultural issues related to the timing of distribution of Addai's assets, if any, and legal issues related to the decedent's estate. Respondent was unaware of the existence of the life insurance policy at the time of this meeting.

{¶13} At the conclusion of the meeting, the group stated that they wished to retain Respondent to assist with funeral and possible transportation arrangements.

{¶14} Respondent believed that he was working for the decedent's niece in the matter. However, Respondent did not have a written agreement with her or any other person with regard to payment for his services.

{¶15} The group indicated that they did not have funds available to compensate Respondent, so the parties verbally agreed that Respondent would receive one-third of any recovery on behalf of the estate from any source and that the other two-thirds would be divided among the decedent's legal heirs.

{¶16} Respondent did not discuss this arrangement with Mrs. Addai or the decedent's children in Ghana.

{¶17} Subsequent to these discussions, Respondent discovered the existence of the above-mentioned life insurance policy. Respondent immediately attempted, beginning on July 29, 2009, to arrange for Mrs. Addai and her children to travel to Columbus; however, he was unsuccessful in this attempt. Stipulations, Ex. A. Respondent, therefore, determined that he should travel to Ghana to meet with Mrs. Addai.

{¶18} Respondent traveled to Ghana and met with Mrs. Addai on November 12, 2009. At that meeting, she executed a power of attorney in favor of the respondent. Stipulations, Ex. B. At the meeting, Respondent attempted to explain the difference between an

hourly fee and a contingency fee, and believed when the meeting concluded that she had agreed to pay him a contingency fee. However, Respondent did not enter into a written contingent fee agreement with her. In addition, she did not agree to be responsible for the expenses incurred by Respondent in traveling to meet with her.

{¶19} On or about March 29, 2010, the proceeds of the life insurance policy were sent to Respondent and he deposited the funds into his IOLTA account. Stipulations, Ex. C.

{¶20} Respondent then attempted to contact Mrs. Addai in Ghana, but she would not receive his telephone calls.

{¶21} In September 2010, Respondent distributed the funds as follows:

\$24,005.10	Disbursement from Life Insurance Policy and Interest Thereon
<u>- 7,956.77</u>	Retained by Respondent as Fee
\$16,048.33	Remaining For Disbursement
1,300.00	Disbursement to Addai "Extended Family"
<u>- 45.00</u>	Wiring Fee
\$14,748.33	Actual Amount Received by Client

{¶22} On September 25, 2009, Mrs. Addai advised Respondent that, while she understood the wiring fee of \$45 and did not dispute the \$1,300 sent to other family members, she contested the one-third fee Respondent had taken from the proceeds of the life policy. Stipulations, Ex. E. A complaint was filed with Relator.

{¶23} Respondent has disgorged the \$7,956.77 fee, and paid Mrs. Addai the \$1,300 disbursed to the "extended family," for a total paid restitution figure of \$9,256.77. Stipulations, Ex. F.

{¶24} The parties stipulated, and the panel finds, by clear and convincing evidence, that Respondent, in attempting to charge a fee for the recovery of life insurance proceeds, violated Prof. Cond. R. 1.5(a).

{¶25} The parties also stipulated, and the panel finds, by clear and convincing evidence, that Respondent failed to reduce his contingency fee agreement with his client to writing, and thereby violated Prof. Cond. R. 1.5(c).

AGGRAVATION, MITIGATION, AND SANCTION

{¶26} With regard to the factors in aggravation that may be considered in favor of more severe sanctions for professional misconduct listed in BCGD Proc. Reg. 10(B)(1), the parties did not stipulate, but the panel finds, by clear and convincing evidence, that Respondent's actions caused harm to a vulnerable client.

{¶27} With regard to the factors in mitigation that may be considered in favor of less severe sanctions for professional misconduct listed in BCGD Proc. Reg. 10(B)(2), the parties stipulated and the panel finds, by clear and convincing evidence, that Respondent has no prior disciplinary record, cooperated with Relator's investigation, has made restitution, and expressed remorse for his actions.

{¶28} The panel reviewed the parties' jointly recommended sanction in light of the findings of fact, conclusions of law, factors in mitigation and aggravation, and precedent established by the Supreme Court of Ohio.

{¶29} With regard to precedent established by the Supreme Court of Ohio, the panel reviewed *Columbus Bar Assn. v Klos*, 81 Ohio St.3d 486, 1998-Ohio-610 (respondent publicly reprimanded for charging a clearly excessive fee), *Akron Bar Assn. v Naumoff* (1991), 62 Ohio St.3d 72 (respondent publicly reprimanded for charging a clearly excessive fee), *Cincinnati Bar Assn. v. Hackett*, 129 Ohio St.3d 186, 2011-Ohio-3096 (respondent publicly reprimanded for charging a clearly excessive fee and offering an employment agreement that restricted another lawyer's right to practice), and *Akron Bar Assn. v. Carr*, 131 Ohio St.3d 210, 2012-Ohio-610

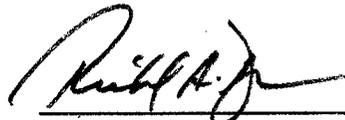
(respondent suspended for six months, all stayed, for charging a clearly excessive fee, but with multiple aggravating factors).

{¶30} In light of the Court's rulings in the above cases, the panel unanimously recommends acceptance by the Board of the agreed sanction of a public reprimand.

BOARD RECOMMENDATION

Pursuant to Gov. Bar R. V, Section 6, the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio considered this matter on December 6, 2012. The Board adopted the Findings of Fact, Conclusions of Law, and Recommendation of the panel and recommends that Respondent, Alexander Yaw Adusei, Jr., be publicly reprimanded by the Supreme Court. The Board further recommends that the costs of these proceedings be taxed to Respondent in any disciplinary order entered, so that execution may issue.

Pursuant to the order of the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio, I hereby certify the foregoing Findings of Fact, Conclusions of Law, and Recommendation as those of the Board.



RICHARD A. DOVE, Secretary