

ORIGINAL

**IN THE SUPREME COURT OF OHIO**

Disciplinary Counsel,  
Relator,

Case No 2013-1257

v.

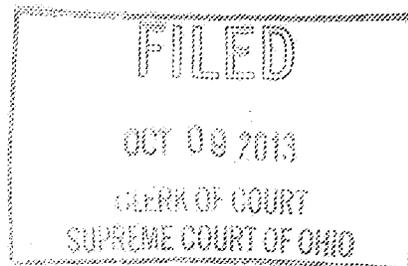
Stephen Leslie Becker,  
Respondent.

Practice of Law Case

Respondent's Reply to  
Relator's Objection

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## Table of Authorities

No authorities cited.

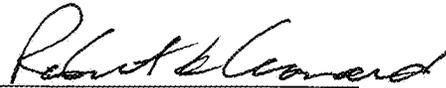
## Reply to Relator's Objection

Respondent again expresses that his reply to Relator's Objection is not evidence of Respondent's lack of remorse or failure to accept responsibility. Respondent certainly recognizes that his conduct was wrongful. He has self reported and wishes to make the record clear that he completely understands that his conduct must necessarily be subject to consequences which may reasonably include suspension or disbarment. As previously pointed out, Respondent continues to view this process as an adversary proceeding, where Respondent is supposed to present evidence and argument for his side of the case, and in taking an opposing view to either the panel or Disciplinary Counsel, Respondent should not be subject to negative characterizations or determination.

Both the panel and Disciplinary Counsel refer to Respondent's relationship with the Huffman firm in terms of employment. Agreements with the firm are characterized as "Employment Agreements". (Board findings, paragraph 88; Relator's references throughout the Brief.) This is inaccurate. Respondent never had an employer/employee relationship with the Huffman firm. The "Agreements" (see exhibit 53) were for association in the sharing of overhead expense, not in any way employment or for association in the practice of law. The "Agreements" clearly state that clients, files, fees and accounts receivable are the property of the individual Attorney, not the firm. As such all fees are the property of the individual Attorney upon receipt. There is an agreement for overhead to be shared based on percentage of fees collected. The point is that, as the panel correctly found, disputes on payment of overhead were matters of contract, because this is the agreement of the parties. There may have been a breach of contract by the

Respondent in relation to the Huffman firm, but as testified by Attorney Brock all such matters were resolved, and no money remains owed by Respondent to the firm. One cannot be guilty of theft of one's own property. These facts create a clear distinction between Respondent's case on this issue and all cases cited by the Relator on this issue. It is the duty of lawyers to make and enforce relationship determinations based on facts and contract, not upon perceived appearances.

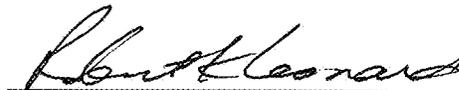
Respectfully submitted,



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**PROOF OF SERVICE**

A copy of the foregoing Reply was served on Jonathan A. Coughlan and Karen H. Osmond, Disciplinary Counsel, 250 Civic Center Drive, Suite 325, Columbus, Ohio 43215-7411 and on Richard A. Dove, Secretary, Board of Commissioners, 65 South Front Street, 5<sup>th</sup> Floor, Columbus, Ohio 43215-3431 by hand delivery on the 9th day of October, 2013.



Robert K. Leonard