

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

14-0961

In Re:

:

Case No. 2013-066

Complaint against

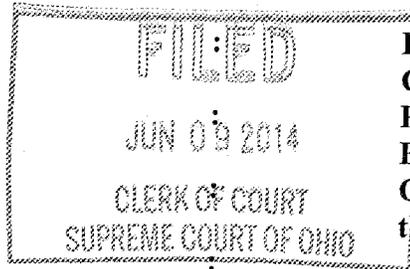
:

Eric Jon Harsey  
Attorney Reg. No. 0081781

Respondent,

Akron Bar Association

Relator.



Findings of Fact,  
Conclusions of Law, and  
Recommendation to the  
Board of Commissioners on  
Grievances and Discipline of  
the Supreme Court of Ohio

**DISCIPLINE BY CONSENT**

{¶1} This matter was submitted to the hearing panel as a consent to discipline matter pursuant to Section 11 of the Rules and Regulations Governing Procedure on Complaints and Hearings before the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio. The consent to discipline agreement was filed in electronic format with the Board on April 4, 2014, which is within sixty days of the appointment of a hearing panel and a 30-day extension of time granted by the panel chair by entry dated February 24, 2014.

{¶2} The hearing panel finds that this agreement conforms to BCGD Proc. Reg. Sec. 11 and the undersigned members recommend acceptance of the agreement including the statement of facts and the violations of Prof. Cond. R. 1.3 [diligence] and Prof. Cond. R. 1.4 [communication] as to Count One of the complaint, and Prof. Cond. R. 1.5 [fees and expenses] and Prof. Cond. R. 1.15 [safekeeping funds and property] as to Count Two of the complaint.

{¶3} Relator cites to four cases in support of the recommended sanction of a public reprimand. Of these, the panel finds the following cases instructive: *Disciplinary Counsel v. Dundon*, 129 Ohio St.3d 571, 2011-Ohio-4199 [public reprimand for neglecting a legal matter,

failing to communicate with a client, failing to pay or deliver funds to a client]; and *Toledo Bar Assn. v. Hetzer*, 137 Ohio St.3d 572, 2013-Ohio-5480 [public reprimand for failing to act with reasonable diligence, comingling funds, failing to maintain accurate trust account records, and mishandling entrusted escrow funds]. In addition, the panel cites to *Trumbull Co. Bar Assn. v. Rucker*, 134 Ohio St.3d 282, 2012-Ohio-5642 [public reprimand for neglecting a legal matter, failing to communicate with a client, entering into a nonrefundable fee agreement without advising the client as required by Prof. Cond. R. 1.5(d), comingling funds, and failing to pay or deliver funds to a client].

{¶4} Based on Respondent's misconduct, the applicable aggravating and mitigating factors, and the precedents of these cases, the panel members concur in 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 June 6, 2014. The Board voted to accept and adopt the agreement entered into by Relator and Respondent that sets forth the misconduct and a sanction of a public reprimand. The Board recommends acceptance of the agreement and imposition of the agreed sanction of a public reprimand. 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 recommendation as that of the Board.**



**RICHARD A. DOVE, Secretary**

FILED

APR 04 2014

BOARD OF COMMISSIONERS  
ON GRIEVANCES & DISCIPLINE

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

IN RE:  
COMPLAINT AGAINST  
ERIC J. HARSEY  
Registration No. 0081781  
2150 Front Street, Suite A  
Cuyahoga Falls, OH 44222

Case No. 13-066

AGREEMENT OF RELATOR  
AND RESPONDENT PURSUANT  
TO BCGD PROC.REG.SECTION  
11: CONSENT TO DISCIPLINE

RESPONDENT

VS.

AKRON BAR ASSOCIATION  
57 S. Broadway St.  
Akron, OH 44308

RELATOR

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**AGREEMENT OF RELATOR AND RESPONDENT PURSUANT TO BCGD PROC.  
REG. SECTION 11: CONSENT TO DISCIPLINE**

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The parties respectfully submit this Agreement pursuant to Section 11 of the Rules and Regulations Governing Procedure on Complaints and Hearings Before the Board of Commissioners on Grievances and Discipline of the Supreme Court Of Ohio.

1. The Akron Bar Association ("Relator"), is a Certified Grievance Committee under Gov.Bar R.V(3)(C). Relator has been authorized by the Board of Commissioners on Grievances and Discipline for the Supreme Court of the State of Ohio to investigate allegations of misconduct by attorneys and initiate complaints as a result of investigations under the provisions of the Rules for the Government of the Bar as promulgated in the State of Ohio.
2. Eric J. Harsey ("Respondent") is an attorney at law licensed to practice in Ohio since May 2007, Registration No. 0081781, with his business address registered with the Supreme Court of Ohio as 2150 Front Street, Suite A, Cuyahoga Falls, OH 44222.

### COUNT ONE - HARSEY

3. Respondent was retained by client, Ryan Cooper ("Cooper"), on or about February 17, 2012 after Cooper was charged with driving under the influence of alcohol. Cooper paid Respondent a flat fee of \$750.00 for the defense that was based upon a lack of probable cause for the arrest.
4. The matter went to a suppression hearing, where the most important evidence was dash-cam video which Cooper alleged demonstrated that he did nothing which would warrant being pulled over.
5. The judge found that there was probable cause to pull over Cooper.
6. Upon that finding, Cooper entered a no contest plea and planned to appeal the suppression decision.
7. Respondent agreed to handle the appeal for \$750.00. Cooper paid Respondent another \$200.00 on the day that Respondent filed the notice of appeal, July 18, 2012.
8. Respondent told Cooper that the appeals process takes months and that he could expect a court of appeals hearing around December of 2012.
9. Respondent states that he sent Cooper a letter by ordinary mail dated July 18, 2012 indicating that he would require a retainer of \$750.00 to proceed with the appeal. The letter invites Cooper to call Respondent if Cooper had any questions.
10. Cooper denies receiving the letter.
11. After July 18, 2012, Cooper never saw Respondent again.
12. Respondent and Cooper had a telephone conversation on July 26, 2012. Thereafter, there were attempted phone calls between them, but there was no further communication.
13. Cooper held the reasonable belief that Respondent was pursuing the Appeal on his behalf. Respondent did not advise him otherwise.
14. Respondent received the Notice that the Record had been filed. Although the videotape was admitted into evidence at the Suppression hearing, and Respondent made a request for it to be part of the record, it was not transmitted to the Court of Appeals and, therefore, not part of the record.
15. Respondent did not notify Cooper of any of the deadlines to file a brief, nor did he ever file a brief which was due on September 4, 2012.

16. In December, 2012, the Appeal was dismissed for failure to file a brief.
17. Cooper only became aware of the dismissal when he checked the Court on-line docket.
18. Cooper retained other counsel who was able to re-open the appeal. However, Cooper's arguments on appeal were limited due to the videotape not being part of the record.
19. On or about March 11, 2013, Relator received a grievance filed by Cooper against Respondent. This matter was referred to the Certified Grievance Committee of the Akron Bar Association, Relator herein, was thoroughly investigated and a formal complaint filed with the Board of Commissioners on November 25 2013. A probable cause panel was assigned, probable cause was found to exist for the filing of a formal complaint and the panel certified the complaint to the Board of Commissioners.
20. Respondent, as evidenced in his attached Affidavit, admits to his misconduct as follows in the Cooper matter:

**RULE 1.3: DILIGENCE**

A lawyer shall act with reasonable diligence and promptness in representing a client.

**RULE 1.4: COMMUNICATION**

(a) A lawyer shall do all of the following:

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- (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;
- (3) keep the client reasonably informed about the status of the matter;
- (4) comply as soon as practicable with reasonable requests for information from the client.

**COUNT TWO--IVINS**

21. Respondent was retained by client, Gary Ivins ("Ivins"), in June of 2012 who paid Respondent either \$750.00 or \$800.00 to prosecute two civil lawsuits involving (1) damage to a car, and (2) recovery of rent from a tenant who had vacated a property. Respondent did provide some services to Ivins in exchange for the payment. One of the two contemplated cases was filed with the courts. The grievance panel was not critical of the services provided by Respondent to Ivins.

22. There was a written fee agreement which purported to cover both cases. The fee agreement indicates that \$800.00 was originally agreed-to for representation in both cases, then there was a scratch-out and change to the agreement reducing the fee to \$750.00.
23. The fee agreement is not clear as to whether the \$750.00 figure included filing fees, or would be in addition to filing fees. Additionally, the fee agreement has a notation that \$300.00 was paid on June 4, 2012. And there is a check by Ivins for \$400.00 on the same day. It is not clear whether this \$300.00 was an amount in addition to the \$750.00 contemplated in the agreement.
24. In his response to the grievance, Respondent claimed that Ivins had only paid \$500.00 of the fee, of which \$100.00 was allocated to the filing fee in the car case. Ivins produced two cancelled checks totaling \$800.00. The first check was for \$400.00, and the memo line indicates that \$200.00 was allocated to filing fees and \$200.00 was allocated to attorney fees. The second check was for \$400.00, with a memo line indicating attorney fees.
25. Upon questioning, Respondent could not explain the discrepancy between the \$500.00 he claims to have collected and what he actually received. Respondent could also not explain the notation on the fee agreement that \$300.00 was paid by Ivins, when he had received two \$400.00 checks. Respondent was not able to account for money received for fees and money received for costs, and did not recognize the requirement to hold such money in trust until it was expended.
26. Respondent does have an IOLTA account, but admitted that he did not use it much. Respondent admitted placing Ivins' payments directly into his operating account. Respondent could not properly account for the payments made by Ivins.
27. On or about February 26, 2013, Relator received a grievance filed by Ivins against Respondent. This matter was referred to the Certified Grievance Committee of the Akron Bar Association, Relator herein, was thoroughly investigated and a formal complaint filed with the Board of Commissioners on November 25, 2013. A probable cause panel was assigned, probable cause was found to exist for the filing of a formal complaint and the panel certified the complaint to the Board of Commissioners.
28. Respondent, as evidenced in his attached Affidavit, and admits to his misconduct as

follows in the Ivins matter:

**RULE 1.5: FEES AND EXPENSES**

- (b) The nature and scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, unless the lawyer will charge a client whom the lawyer has regularly represented on the same basis as previously charged. Any change in the basis or rate of the fee or expenses is subject to division (a) of this rule and shall promptly be communicated to the client, preferably in writing.

**RULE 1.15: SAFEKEEPING FUNDS AND PROPERTY**

- c) A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.

29. Respondent expressed his remorse to the investigating attorneys of the Grievance Committee. He also took full responsibility for his conduct and expressed a willingness to accept the consequences of his actions. During these proceedings, Respondent voluntarily arranged for law practice management mentoring, purchased accounting software, and formalized accounting practices. He is currently being mentored by former Bar Counsel for the Akron Bar Association.

There are the following aggravating factors as contained in BCGD ROC.REG.SECTION

Section 10:

- (d). Multiple Offenses

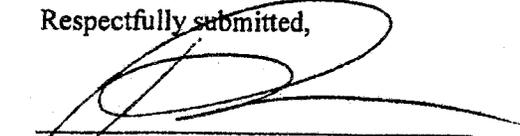
There are the following mitigating factors as contained in BCGD PROC.REG.SECTION

Section 10:

- (a) absence of a prior disciplinary record;
- (b) absence of a dishonest or selfish motive;
- (d) full and free disclosure to disciplinary Board or cooperative attitude toward proceedings; and
- (h) other interim rehabilitation.

The parties agree that the appropriate sanction for his misconduct is a public reprimand.

Respectfully submitted,



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THOMAS R. HOULIHAN #0070067

Counsel for Relator

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Akron, OH 44308-1322

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Fax: (330) 762-9918

[houlihan@amer-law.com](mailto:houlihan@amer-law.com)



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PATRICIA A. VANCE #0015381

Counsel for Relator

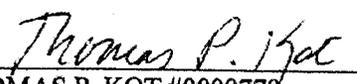
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ELIZABETH NOCERA DAVIS #0024384

Counsel for Respondent

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Akron, OH 44308

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Fax: 330.376.4577

[edavis@ralaw.com](mailto:edavis@ralaw.com)



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ERIC J. HARSEY #0081781

Respondent

2150 Front Street, Suite A

Cuyahoga Falls, OH 44222

(330) 267-9856

Fax: (330) 319-6129

[ejharsey@lawejh.com](mailto:ejharsey@lawejh.com)

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

IN RE:  
COMPLAINT AGAINST  
ERIC J. HARSEY  
Registration No. 0081781  
2150 Front Street, Suite A  
Cuyahoga Falls, OH 44222

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Case No. 13-066

AFFIDAVIT OF  
ERIC J. HARSEY

RESPONDENT

\*

VS.

\*

AKRON BAR ASSOCIATION  
57 S. Broadway  
Akron, OH 44308

\*

RELATOR

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**AFFIDAVIT OF ERIC J. HARSEY**

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STATE OF OHIO            )  
                                  )    SS  
COUNTY OF SUMMIT    )

Eric J. Harsey, being duly sworn and of lawful age and competence, deposes and says:

1. I am an attorney licensed to practice law in the State of Ohio since 2007.
2. I am a sole practitioner with a general practice in Cuyahoga Falls, Ohio..
3. I admit to committing the misconduct specified in the Complaint and the Agreement; that grounds for sanctions against me exist for the misconduct; and that the agreement sets forth all grounds for discipline currently pending before the Board.
4. I admit the truth of the material facts relevant to the misconduct listed in the Agreement.
5. I agree with the sanction to be recommended to the Board.

6. My admissions and agreement are freely and voluntarily given, without coercion or duress, and I am fully aware of the implications of the admissions and agreement on my ability to practice law in the State of Ohio.
7. I understand that the Supreme Court of Ohio has the final authority to determine the appropriate sanction for the misconduct admitted herein.
8. There are the following aggravating factors as specified in Section 10 of the Rules and Regulations: (d) Multiple Offenses.
9. There are mitigating factors pursuant to Section 10 (B)(2) of the Rules and Regulations.
  - (a) absence of a prior disciplinary record;
  - (b) absence of a dishonest or selfish motive;
  - (d) full and free disclosure to disciplinary Board or cooperative attitude toward proceedings; and
  - (h) other interim rehabilitation.
10. I cooperated fully with the Relator, admitted to the misconduct, and stipulated to the facts herein.

  
Eric J. Harsey

Sworn to and subscribed in my presence this 31<sup>st</sup> day of March, 2014 in Akron, Ohio.

  
Notary Public

Debbie J. Boron  
Notary Public State of Ohio  
My Commission Expires 3-16-18

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

IN RE:  
COMPLAINT AGAINST  
ERIC J. HARSEY  
2150 Front Street, Suite A  
Cuyahoga Falls, OH 44222

\*

Case No. 13-066

\*

\*

**AGREEMENT OF RELATOR &  
RESPONDENT: CONSENT TO  
DISCIPLINE & AFFIDAVIT**

RESPONDENT

\*

AKRON BAR ASSOCIATION  
57 South Broadway Street  
Akron, Ohio 44308

\*

\*

RELATOR

\* \* \*

Now comes the Relator, Akron Bar Association, and hereby submits pursuant to BCGD PROC. REG. SECTION 11, a Consent to Discipline and Affidavit agreed to by Relator and Respondent. To support mitigating factor in BCGD PROC. REG. SECTION 10(h), the following exhibits supporting interim rehabilitation are submitted:

- A. Reference letter from Attorney William G. Chris, former Bar Counsel of the Akron Bar Association, who is engaged in a mentoring relationship with the Respondent; and
- B. Samples of improved upon or initiated law practice management forms now used by Respondent including: Contract for Legal Services, Time Log, and templates for engagement letter, disengagement of matters, and hearing notices.

Further, to support the proposed sanction of a public reprimand, the following case law is submitted:

*Cleveland Metro. Bar Assn. v. Ranke*, 127 Ohio St.3d 126, 2010-Ohio-5036 (2010);  
*Disciplinary Counsel v. Dundon*, 129 Ohio St.3d 571, 2011-Ohio-4199 (2011);  
*Akron Bar Assn. v. White*, 136 Ohio St.3d 51 (2013); and  
*Toledo Bar Assn. v. Hetzer*, Slip Opinion No. 2013 Ohio 5480 (12/19/13)

Respectfully submitted,

*Thomas P. Kot*

THOMAS P. KOT #0000770

Bar Counsel

Akron Bar Association

57 S. Broadway St.

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(330) 253-5007

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**PROOF OF SERVICE**

The undersigned hereby certifies that a copy of the forgoing was served on the 4<sup>th</sup> day of April, 2014, pursuant to Civ. R. 5(B)(2)(f) via email to:

Elizabeth Nocera Davis, Esq.

Counsel for Respondent

[Edavis@ralaw.com](mailto:Edavis@ralaw.com)

Thomas R. Houlihan, Esq.

Counsel for Relator

[Houlihan@amer-law.com](mailto:Houlihan@amer-law.com)

Patricia A. Vance, Esq.

Counsel for Relator

[pavancelaw@aol.com](mailto:pavancelaw@aol.com)

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**RODERICK LINTON  
BELFANCE LLP**  
*Attorneys at Law*



FOUNDED 1885

March 26, 2014

Elizabeth Nocera Davis  
222 S. Main Street  
Suite 400  
Akron, Ohio 44308

Re: Eric J. Harsey v. Akron Bar Association  
Board of Commissioners of Grievances and Discipline of The Supreme  
Court of Ohio Registration No. 0081781

Dear Ms. Davis:

Over the last several months, I have had the opportunity of meeting and mentoring Eric Harsey. Prior to this, I was somewhat familiar with Eric through my position as the prosecutor for the City of Hudson, Ohio. In that position, I was somewhat familiar with Eric through his handling of criminal defense matters in other jurisdictions. Following a discussion I had with you regarding Eric's issues with a disciplinary complaint, I volunteered to act as a mentor for Eric. To his credit, he immediately contacted me and has been making regular monthly appointments. We generally meet early in the morning and spend forty-five minutes to an hour discussing various aspects of his practice and concerns he may have regarding current or potential clients.

In our mentoring relationship, I have required Eric to contact me and schedule our monthly appointments, and he has done so faithfully. In each of our meetings, I have found Eric to be engaging, confident and genuinely interested in discussions. He is clearly interested in becoming a better lawyer.

We also have had an opportunity to discuss the events leading to the disciplinary action filed against him. While Eric is disappointed that this complaint has moved as far forward as it has, he does accept responsibility for his actions and appears to be moving forward to insure that matters like this do not occur again. I believe he better understands the importance of communication and professionalism in his practice.

Many of us in our careers have been fortunate to have a mentor, or possibly several mentors, who helped guide us in our legal careers. Unfortunately for many young lawyers like Eric, those mentoring opportunities are harder to come by today. In my

50 SOUTH MAIN STREET ▼ 10<sup>TH</sup> FLOOR ▼ AKRON, OHIO 44308-1828  
(330) 434-3000 ▼ FAX (330) 434-9220 ▼ [www.rlbllp.com](http://www.rlbllp.com)



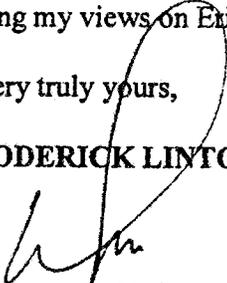
meetings with Eric I found him to be a hardworking and conscientious lawyer who appreciates the importance of investing in his practice.

Eric and I have also spent considerable time reviewing his business practices, engagement agreements and overall business plan. He is hoping to hire capable support staff who can assist him in his practice and allow him to focus on better servicing his clients. Additionally, it is important to Eric that he find someone who looks at this position as a profession and not just a job.

In short, I find Eric willing to do whatever it takes to improve himself and his practice so that events like this current disciplinary proceeding will never occur again. Should you require any additional information from me please feel free to contact me and thank the panel and others for considering my views on Eric.

Very truly yours,

**RODERICK LINTON BELFANCE, LLP**



William G. Chris

WGC:pec

**CONTRACT FOR LEGAL SERVICES**

The undersigned client does hereby retain attorney Eric J. Harsey in the matter of \_\_\_\_\_ to provide legal services and counsel in all matters pertaining thereto.

The client hereby agrees to the following fee schedule:

1. Retainer fee of \$ \_\_\_\_\_ receipt of which is hereby acknowledged by attorney.
2. Hourly fee of \$ \_\_\_\_\_ for time spent in the rendering of services in this matter, to be billed in monthly installments, calculated in units of 10 (ten) units per hour.

This representation is for the matter identified above and does not include representation in an appeal. Representation for an appeal must be identified in a separate contract.

Client further acknowledges that from time to time, certain case expenses may be incurred by the prosecution or defense of their matter and as such, may be forwarded by the attorney. Client acknowledges that he/she is responsible for payments or reimbursement of those expenses to the attorney upon billing by the attorney or conclusion of their matter regardless of the outcome of the action.

The above mentioned costs, along with any filing fees, are separate from attorney fees.

Client further acknowledges this agreement cannot be altered except upon written confirmation of both parties. We have read over and fully understand the terms of the contract. I/We acknowledge receipt of a copy of this contract.

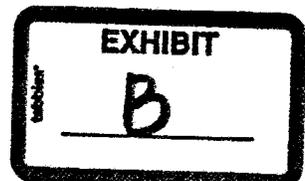
Any unearned portion of the retainer will be returned to the Client.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
**ERIC J. HARSEY, ATTORNEY**  
2150 Front St.  
Suite A  
Cuyahoga Falls, OH 44222  
(216) 906-3828

\_\_\_\_\_  
CLIENT





- \* Send certified mail, return receipt requested
- \* Strongly point out the firm no longer represents the client in the matter as of that particular time
- \* Recommend he/she seek advice of other counsel
- \* In some case, a Court Order needs to be obtained
- \* Provide all upcoming important dates and deadlines
- \* You still may have a duty to "protect the file"

Re: Termination of engagement

Dear :

[Option A1: Inactivity]

In connection with a periodic review of our records, it has become apparent that we have performed minimal or no services for [client name] for a substantial period of time [alternative: since \_\_\_\_\_ [date]]. Accordingly, pursuant to our firm's policy, this is to confirm that our engagement has terminated. We no longer have an attorney-client relationship with [name], and will not render further legal services unless we enter subsequent engagement.

[Option A2: Nonpayment of fees]

As we have previously discussed, payment of our fees by [client name] is now seriously in arrears. Specifically, as of [date], we are owed \$ \_\_\_\_ for billed and unbilled fees and \$ \_\_\_\_ for billed and unbilled costs and disbursements. In light of these circumstances, we have reached the regrettable conclusion that we must terminate our engagement. Accordingly, we will not longer be rendering legal services to [client name] and will have no further attorney-client relationship.

[Option A3: Client election to terminate]

This confirms that, in accordance with your [or client's name] instructions, our engagement is terminated and we will not render further legal services to [client name]. We will have not further attorney-client relationship.

[Option A4: Difficulty in working with client]

This is to inform you that, pursuant to the original engagement with [client name], we have decided to terminate our representation. Regrettably, the difficulty we have had in [communicating with [client name]] [agreeing upon an appropriate course of action][other] has led us to conclude that it is necessary for us to terminate our relationship and for [client name] to proceed with new counsel. Accordingly, we will no longer be rendering legal services to [client name] and will have no further attorney-client relationship.

[Option B1: Litigated matters where motion to leave to withdraw is required]

In accordance with court rules in the matter of \_\_\_\_\_ [case name], we will file a motion for leave to withdraw as counsel. Pending court approval of the

motion, we will continue to serve as your counsel of record. In the event the motion is granted, we will immediately cease to provide services to you, and will have no further attorney-client relationship.

**[Option B2: Litigated matter; substitution of counsel]**

In accordance with court rules in the matter of \_\_\_\_\_ [case name], we will work with the successor counsel you have identified, [name of counsel], to file a Substitution of Counsel form, that when approved by the Court, will permit successor counsel to take over your representation. At that point, we will have no further attorney-client relationship, and we will transfer your files to successor counsel unless you direct otherwise.

**[Option B3: Non-litigation matters; successor counsel identified]**

You have informed us that [name of counsel] will serve as your successor counsel in matters as to which we have provided services. We will work with [name of counsel] toward smooth transition of your matters, and will transfer your files to [name of counsel] unless you direct otherwise.

**[Option B4: Non-litigation matters; no successor counsel identified]**

To the extent you continue to need an attorney's services, we encourage you to retain new counsel. We will be pleased to assist in the transition of any matters or files to you or your new counsel, as you may direct. In the absence of any request, we will retain our files in accordance with our firm's policy, which also provides that files may be destroyed in the future after notice to you.

**[Required paragraph if client has outstanding unpaid fees]**

In connection with the termination of our services for you, all of our statements for fees and disbursements are not due and payable and we enclose herewith our final statement for services and disbursements. We request that you pay promptly the enclosed statement and any statement previously rendered to you, which remains unpaid

**[Required paragraph if there are statutes of limitations or other important deadlines]**

You should be aware of the following important dates in connection with the matters on which we have provided assistance. [List known statutes of limitations, filing dates or other deadlines imposed by statute or rule.] In addition, you should consider the following action items that may be required to be taken to protect your rights. [Describe any such action items in detail.]

**[Option C1: Closing inviting possible future relationship]**

We wish you every success in your endeavors and would be pleased to assist you in the future, should the need arise.

**[Option C2: Closing where no future relationship is anticipated]**

We regret the circumstances that have necessitated this action, but we wish you

**every success in your future endeavors.**

ERIC J. HARSEY  
ATTORNEY AT LAW

2150 FRONT STREET, SUITE A  
CUYAHOGA FALLS, OHIO 44222

(216) 906-3828

, 2014

Dear ,

Pursuant to our conference of (date), I have agreed to represent you in connection with (type of matter).

At this time, I want to thank you for selecting my law firm to represent you in this matter. I also wish to set forth our agreement as to payment of my fees. My fees for legal services are \$(fee rate), plus any expenses that may be incurred, such as filing fees, deposition charges, copying costs, postage, and related expenses. My office will bill you approximately monthly depending upon the amount of work that was done on your file during that period of time. At this point in the case, it is difficult to estimate the amount of time and expense that will be necessary to adequately represent you in this case. However, as we discussed, I estimate the fee will be approximately \$(dollar amount). I will also advise you before undertaking any procedures that will substantially increase the amount of fees. Please remember this is an estimate and may be subject to change.

You have deposited \$(dollar amount) with my firm for fees and costs. You are also responsible for paying fees, costs, and expenses in excess of the funds that we hold. Should I exceed the retainer, I may bill you monthly for additional fees and expenses. Payment must be made within 30 days. We reserve the right to withdraw should these bills not be paid. Further, we may ask that additional sums be deposited in our trust account should it appear necessary to cover additional fees and expenses.

I may send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. Please retain them. I will also keep the information in a file in my office, which will be my file. When I have completed all the legal work necessary for your case, I will close my file and return original documents to you.

If you have any questions, please contact me at your convenience.

Very truly yours,

**Eric Harsey**

**EJH**

ERIC J. HARSEY  
ATTORNEY AT LAW

2150 FRONT STREET, SUITE A  
CUYAHOGA FALLS, OH 44222

(216) 906-3828

, 2014

RE: Court Hearing  
Case #

Dear ,

The next court hearing is , 2014, at.

Please call me at (216) 906-3828 should you have any questions..

Sincerely,

ERIC HARSEY

EJH