

**BEFORE THE BOARD OF PROFESSIONAL CONDUCT
OF THE SUPREME COURT OF OHIO**

In re:

Case No. 2014-014

Complaint against

**Robert Hansford Hoskins
Attorney Reg. No. 0068550**

**Findings of Fact,
Conclusions of Law, and
Recommendation of the
Board of Professional Conduct
of the Supreme Court of Ohio**

Respondent

Cincinnati Bar Association

Relator

OVERVIEW

{¶1} This matter was a consolidation of two cases, Case Nos. 2014-014 and 2014-074. The initial hearing in this matter was heard on July 15 and 16, 2014 with the final hearing being heard on February 18, 2015. The hearings were conducted in Columbus before a panel consisting of Sanford Watson, Pat Sink, and Robert B. Fitzgerald, chair. None of the panel members resides in the district from which the complaints arose or served as a member of the probable cause panel that reviewed the complaints pursuant to former Gov. Bar R. V, Section 6.

{¶2} Respondent appeared *pro se*. Rosemary D. Welsh and Carolyn Taggart appeared on behalf of Relator.

{¶3} Judge Spencer, Mr. Games, Mr. Rose, Ms. Long, and Attorney Mahoney all testified in person, and Ms. Loury, Ms. Amer, and Mr. Kraus appeared video deposition. The parties agreed to stipulations of facts and exhibits. The exhibits were comprised of numbers 1-77.

{¶4} Additionally, a motion to supplement the record was filed on May 7, 2015 and

granted on May 20, 2015.

{¶5} The investigation and grievance against Respondent resulted in the filing of six counts against him in the initial complaint and second complaint that included a single count. Based upon the parties stipulations, and the evidence presented at the hearings, the panel finds by clear and convincing evidence that Respondent violated the following Ohio Rules of Professional Conduct: Prof. Cond. R. 1.1 [Kraus matter]; Prof. Cond. R. 1.3 [Amer and Long matters]; Prof. Cond. R. 1.4(a)(1) and (3) [Kraus matter]; Prof. Cond. R. 1.4(a)(2)-(4) [Amer matter]; Prof. Cond. R. 1.4(a)(3) [Long matter]; Prof. Cond. R. 1.4(b) [Kraus and Amer matters]; Prof. Cond. R. 1.5(c)(1) [Long matter]; Prof. Cond. R. 1.15(a) [Games matter]; Prof. Cond. R. 1.15(c) [Games matter]; Prof. Cond. R. 1.15(d) [Games and Long matters]; Prof. Cond. R. 5.4(a) [Citizens Disability matter]; Prof. Cond. R. 7.1 [Count VI re Respondent's Law Firm]; Prof. Cond. R. 7.2(b)(3) [Citizens Disability matter]; Prof. Cond. R. 7.5(d) [Count VI re Respondent's Law Firm]; Prof. Cond. R. 8.1 (a) and (b) [Long matter]; and Prof. Cond. R. 8.4(c) [Loury matter]. All other alleged violations were not proven by clear and convincing evidence and are dismissed. See ¶39, *infra*.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

{¶6} Respondent was admitted to the practice of law in the state of Ohio on November 10, 1997 and is subject to the Ohio Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.

{¶7} Respondent graduated from the University of Dayton Law School in 1997, after which he worked in the litigation department of Dinsmore & Shohl from 1997 until 2009. Currently, Respondent practices law from his home in the Cincinnati, Georgetown, and West Union, Ohio areas. He has a general practice of law. After 2009, Respondent became affiliated

with the law office of Hoskins & Muzzo. Thereafter, he affiliated with the Law Office of Danny R. Bubp in Georgetown, Ohio. That affiliation ended in 2014.

{¶8} The matter began when Relator initiated its investigation of Respondent in June 2013 following receipt of an order issued by the United States Bankruptcy Judge Burton Perlman. Judge Perlman sanctioned Respondent for failure to appear and show cause why he failed to attend a hearing with his client, Jason Kraus. Respondent had filed a Chapter 11 bankruptcy and a Chapter 13 bankruptcy on behalf of Kraus. Both petitions were dismissed because of multiple deficiencies. Thereafter, Ms. Amer, Mr. Games, and Judge Spencer of the Adams County Court of Common Pleas all filed grievances against Respondent. This resulted in the filing of two complaints that alleged seven instances of misconduct against Respondent.

{¶9} Respondent does Social Security disability work. Respondent's clients are referred to him from an entity known as Citizens Disability, LLC. Respondent had a contract with that entity. Respondent shared fees with a nonlawyer by paying half of his contingency fee to an entity known as Citizens Disability, LLC. Respondent paid a referral fee to a lawyer referral service that is not in compliance with the Gov. Bar R. XVI.

{¶10} In August 2013, Respondent undertook representation of Angela Long in regard to an automobile accident which occurred on June 26, 2013. Long provided Respondent with photographs of her car showing the damage resulting from the accident and correspondence she had received from the other driver's insurance company, Encompass Insurance. Subsequent to their initial and only meeting, Respondent e-mailed a contingency fee agreement to Long, which she promptly signed and returned. Long did not receive a fully executed copy of the contingency fee agreement back from Respondent.

{¶11} On August 30, 2013, Encompass Insurance sent Long a letter stating that

Encompass Insurance expected to resolve the property damage claim within 45 days or less. On November 5, 2013, Long informed Respondent that she was willing to accept \$1,500 for her car and wanted it delivered to her. On December 7, 2013, Long e-mailed Respondent to ask if he had heard what Encompass Insurance would offer her for her car. Long left multiple phone messages with no response from Respondent. On December 18, 2013, Long sent Respondent a text message reminding him that she had tried several times to reach him; she also informed Respondent that she needed the pictures of the damage to her car that she had given Respondent.

{¶12} On February 27, 2014, Long terminated the representation with Respondent and inquired when she could pick up her file. Respondent stated that he would send the materials back to her within the next week. On March 27, 2014, Long's new attorney, Dennis Mahoney, sent Respondent a letter requesting Long's complete file. On May 15, 2014, Mahoney sent Respondent another letter requesting Long's complete file. Mahoney never received Long's file from Respondent.

{¶13} Long's grievance was forwarded to Respondent by letter dated June 27, 2014. Respondent failed to respond by July 14, 2014 as requested. When Respondent finally answered Relator's inquiries a month later, Respondent stated that when Long terminated the representation and her new counsel asked for Long's file, Respondent was not able to locate Long's photographs. In contrast to Mahoney's explanation that he never received the file materials, Respondent represented that he later found them and forwarded the materials to the new attorney.

{¶14} Mr. Games and his wife hired Respondent to obtain a dissolution of their marriage for them. Games paid Respondent \$1,000 as a retainer for attorney's fee and \$275 for the court costs. Respondent never completed the preparation of the documents. A difference of opinion

arose between Games and Respondent. As a result, the Games' discharged Respondent. Games requested a refund of his money and/or an accounting of the fees. Respondent failed to provide Games with an accounting and never repaid him until July 2014.

{¶15} Though of less concern, it is clear that Respondent failed to properly list his registration with the Supreme Court of Ohio. Respondent's listing with the Supreme Court indicated that he was associated with the firm of Hoskins and Muzzo. At the hearing, he admitted that this partnership no longer existed with Mr. Muzzo.

{¶16} Finally throughout these proceedings, Respondent failed to fully cooperate in discovery. Respondent failed to provide records and documents. Specifically, IOLTA records and file materials were requested but were never produced. This occurred in spite of the fact that he was ordered and compelled to do so. There was a specific finding of contempt made against Respondent for his failure to comply with discovery, but no additional sanction was sought against Respondent on that issue.

Discussion of Specific Rule Violations

{¶17} The following is a discussion of the rule violations committed by Respondent, each of which the panel finds by clear and convincing evidence.

Prof. Cond. R. 1.1 [Competence]

{¶18} Prof. Cond. R. 1.1 requires a lawyer to provide competent representation to a client. Both the Chapter 11 and the Chapter 13 bankruptcy petitions that Respondent prepared for Jason Kraus had multiple deficiencies. The Chapter 11 bankruptcy was stricken for failure to fulfill the statutory requirement of completing credit counseling within 180 days prior to filing. The Chapter 13 bankruptcy was dismissed for failure to make the payment required under the plan as well as failure to correct multiple deficiencies noted by the trustee. The debtor, Kraus,

was over the jurisdictional debt limits for both secured and unsecured debts in the Chapter 13 filing.

Prof. Cond. R. 1.3 [Dilligence]

{¶19} Prof. Cond. R. 1.3 requires a lawyer to act with reasonable diligence and promptness in representing a client. Respondent failed to draft and file the Qualified Domestic Relations Order (QDRO) necessary to divide Gretchen Puff Amer's martial retirement assets in a timely manner. When Amer tried to contact Respondent about completing the paperwork, Respondent failed to set up meetings and did not respond to various attempts to contact him.

{¶20} Respondent agreed to represent Long for a personal injury claim arising out of a motor vehicle accident. On August 30, 2013, the tortfeasor's insurer, Encompass Insurance, sent Long a letter stating that Encompass Insurance expected to resolve her property damage claim within 45 days or less. Respondent did not advise Encompass Insurance that he represented Long until October 9, 2013. Respondent failed to communicate with his client or Encompass Insurance in a timely manner. Long left multiple phone messages with no response from Respondent. On December 18, 2013, Long sent a text message to Respondent reminding him that she had left several phone messages for him to call her. Long ultimately terminated the relationship as a result of her frustration with not being able to communicate with Respondent.

Prof. Cond. R. 1.4(a)(1-4) [Communication]

{¶21} Prof. Cond. R. 1.4(a) requires a lawyer to: (1) promptly inform the client regarding matters that require the client's informed consent; (2) reasonably consult with the client about the means of meeting the client's objectives; (3) keep the client reasonably informed about the status of a matter; and (4) comply as soon as practicable with reasonable client requests for information. Respondent violated Prof. Cond. R. 1.4(a)(1) when he failed to get Kraus'

consent before filing a withdrawal of a motion to reopen the Chapter 13 bankruptcy. Respondent violated Prof. Cond. R. 1.4(a)(2) when he failed to consult with Amer about completing a QDRO which was required by court order. Respondent violated Prof. Cond. R. 1.4(a)(3) when he failed to inform Kraus that he filed a withdrawal of the motion to reopen the Chapter 13 bankruptcy and failed to consult with Amer about the status of the QDRO. Respondent violated Prof. Cond. R. 1.4(a)(4) when he failed to respond to Amer's repeated inquiries as to when the QDRO paperwork would be completed.

{¶22} Prof. Cond. R. 1.4(a)(3) requires a lawyer to keep the client reasonably informed about the status of a matter. On November 5, 2013, Long informed Respondent that she was willing to accept \$1,500 for her car and wanted it delivered to her. It was not until January 23, 2014 that Respondent sent an e-mail to Long advising her that his negotiations with Encompass Insurance was at an impasse because Encompass Insurance would not pay more than \$1,150 for the car. Between November 5, 2013 and January 23, 2014, Long e-mailed and left several telephone messages for Respondent inquiring whether he had heard what Encompass Insurance would offer her for her car. Besides Respondent sending a text message to Long asking her to call him, Long received no response from Respondent between November 5, 2013 and January 23, 2014.

Prof. Cond. R. 1.4(b) [Communication]

{¶23} Prof. Cond. R. 1.4(b) requires a lawyer to explain a matter to the extent reasonably necessary in order to allow the client to make an informed decision regarding their representation. Respondent failed to make his bankruptcy client, Kraus, aware of the need to complete credit counseling before filing the bankruptcy. Additionally, Respondent failed to inform Kraus of the need to comply with the jurisdictional debt limits under Chapter 13 for both

secured and unsecured debts. Respondent also violated this rule by failing to adequately communicate with Amer regarding her QDRO.

Prof. Cond. R. 1.5(c)(1) [Written Contingent Fee Agreement]

{¶24} Prof. Cond. R. 1.5(c)(1) states that each contingent fee agreement shall be in writing signed by the client and the lawyer shall state the method by which the fee is to be determined. Respondent failed to comply with this requirement regarding Long’s personal injury claim. Subsequent to their first and only meeting on August 29, 2013, Respondent e-mailed a contingent fee agreement to Long, which she promptly signed and returned. However, Long never received a fully executed copy of the contingency fee agreement back from Respondent.

Prof. Cond. R. 1.15(a), Prof. Cond. R. 1.15(c), and Prof. Cond. R. 1.15(d) [IOLTA Requirements]

{¶25} Prof. Cond. R. 1.15(a) requires a lawyer to hold funds in a “separate interest-bearing account in a financial institution authorized to do business in Ohio and maintained in the state where the lawyer’s office(s) is situated.” Prof. Cond. R. 1.15(c) instructs a lawyer to “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.” Respondent violated Prof. Cond. R. 1.15(a) and Prof. Cond. R. 1.15(c) by failing to deposit and hold funds given to him by his clients, Scott and Ann Marie Games, in an IOLTA account. Additionally, Prof. Cond. R. 1.15(d) requires a lawyer to promptly deliver any funds or fees to which the lawyer’s client is entitled. Respondent violated Prof. Cond. R. 1.15(d) by failing to refund the filing fee and the unearned portion of the legal fees to the Games’ before the hearing in July 2014.

{¶26} Games and his wife hired Respondent to obtain a dissolution of their marriage for

them. Games paid Respondent \$1,000 as a retainer for attorney's fee and \$275 for the court costs. Respondent never completed the preparation of the documents. A difference of opinion arose between Games and Respondent. As a result, the Games' discharged Respondent. Games requested a refund of his money and/or an accounting of the fees. Respondent failed to provide Games with an accounting and never repaid him. However during the hearing in July 2014, Respondent delivered a check to Games for the amount of \$1,500. It was noted that the check was not drawn on any IOLTA account but rather Respondent's U.S. Bank account. This was proof that Respondent failed to deposit money into an IOLTA account, he failed to provide an accounting of his fees, and clearly indicated that he did not know what he had been paid by the client because he over-reimbursed him.

{¶27} Except as stated in this rule or otherwise permitted by law or by agreement with the client or a third person, confirmed in writing, Prof. Cond. R. 1.15(d) requires a lawyer to promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive. During the course of Respondent's representation, Long provided Respondent with photographs of her car showing the damage resulting from the accident and correspondence she had received from Encompass Insurance. On December 18, 2013, Long informed Respondent that she needed the pictures of the damage to her car that she had given to Respondent. After terminating the representation on February 27, 2014, Long inquired with Respondent when she could pick up a complete copy of her file. Respondent replied via e-mail the same day that he would send the materials back to her within the next week. Long did not receive the materials. Long's new counsel, Dennis Mahoney, sent Respondent a letter on March 27, 2014 requesting Long's complete file. When the file was not received, Mahoney made a follow-up phone call to Respondent. On May 15, 2014, Mahoney sent Respondent a second

letter repeating his request for Respondent's complete file. Respondent did not produce a copy of Long's file and the photographs of her car until December 11, 2014 in response to a notice of deposition duces tecum issued by Relator in this action.

Prof. Cond. R. 5.4(a) [Sharing of Legal Fees with a Nonlawyer]

{¶28} Prof. Cond. R. 5.4(a) prohibits a lawyer or law firm from sharing legal fees with a nonlawyer, except in certain circumstances. Respondent violated Prof. Cond. R. 5.4(a) by sharing legal fees with "Citizen's Disability, LLC" a nonlawyer entity which referred Social Security disability clients to Respondent. There was no dispute that Citizens Disability, LLC was not an attorney.

{¶29} The evidence showed that Respondent violated Prof. Cond. R. 5.4(a) concerning fee sharing and Prof. Cond. R. 7.2(b)(3) [see ¶34, *infra*] regarding lawyer referral services with respect to his association with Citizens Disability, LLC. The documents that Respondent belatedly produced proved these rule violations (they also suggested a violation of Prof. Cond. R. 5.4(c) regarding a lawyer's professional independence, although that violation was not charged by Relator). It was clear to the panel that the "Associate Attorney Working Agreement and the Contingency Fee Agreement with Citizens Disability, LLC," which Respondent produced during the hearing, had been within Respondent's possession. As noted, Respondent had failed to produce these documents until the hearing was in progress. That action demonstrated his willful refusal to cooperate with Relator during the disciplinary process.

{¶30} There is also no dispute that Respondent paid a portion of his contingency fee to Citizens Disability, LLC. Respondent stipulated to paying 50 percent of his 25 percent contingency fee to Citizens Disability, LLC. Stipulation 45-46. The associate attorney working agreement describes a fee for advertising, screening, and other case assistance not to exceed

\$3,000 per case.

{¶31} Regardless of the basis for calculation of Respondent's payment to Citizens Disability, LLC, the contingency fee agreement between Respondent and Citizens Disability, LLC was clear proof that Respondent shared legal fees with a nonlawyer. Under the terms of the contingency fee agreement, Citizens Disability, LLC, not Respondent, represented the Social Security disability client. The 25 percent contingency fee was to be paid to Citizens Disability, LLC. Respondent's name does not appear anywhere in the text of the contingency fee agreement.

{¶32} Prof. Cond. R. 5.4 contains an exception to the general prohibition against fee sharing where a nonprofit organization that recommended employment of the lawyer complies with Gov. Bar R. XVI. Prof. Cond. R. 5.4(a)(5). Gov. Bar R. XVI contains multiple requirements, and a lawyer referral and information service operating in Ohio must comply with all of them. Citizens Disability, LLC is not registered as a lawyer referral service with the Supreme Court of Ohio. Citizens Disability, LLC did not even comply with the requirement that it must "call itself a lawyer referral service or a lawyer referral and information service." Gov. Bar R. XVI, Section 1(A)(2). The name of Citizens Disability, LLC does not include those identifiers. It markets itself to the public as "an advocacy group." Therefore, Respondent violated Prof. Cond. R. 5.4(a) by sharing legal fees with Citizen's Disability, LLC a nonlawyer and not a lawyer referral service in compliance with the rules.

Prof. Cond. R. 7.1 [False, Misleading, or Nonverifiable Communications]

{¶33} Prof. Cond. R. 7.1 forbids a lawyer from making or using a false, misleading, or nonverifiable communication about the lawyer or the lawyer's services. Respondent violated Prof. Cond. R. 7.1 by failing to correct his registration with the Supreme Court of Ohio and

listing his practice as “partner, Hoskins & Muzzo, LLP.” The registration of “Hoskins & Muzzo, LLP” was cancelled with the Ohio Secretary of State in 2011.

Prof. Cond. R. 7.2(b)(3) [Referral Fees]

{¶34} Prof. Cond. R. 7.2(b)(3) precludes a lawyer from giving anything of value to a “person recommending the lawyer’s services except that a lawyer may pay the usual charges for a nonprofit or lawyer referral services that complies with Gov. Bar R. XVI.” Respondent violated Prof. Cond. R. 7.2(b)(3) by sharing legal fees with Citizens Disability, LLC is not “a nonprofit or lawyer referral service” that complies with Gov. Bar R. XVI. Respondent paid a portion of his contingency fee to Citizens Disability, LLC. That payment violated Prof. Cond. R. 7.2(b)(3).

Prof. Cond. R. 7.5(d) [Firm Name; Partnership]

{¶35} Prof. Cond. R. 7.5(d) permits a lawyer to state that he or she practices in a partnership or other organization only when that is a fact. Respondent violated Prof. Cond. R. 7.5(d) by listing his practice as “partner, Hoskins & Muzzo, LLP” with the Supreme Court of Ohio. Hoskins & Muzzo, LLP’s registration with the Ohio Secretary of State was cancelled in 2011.

Prof. Cond. R. 8.1(a) [False Statement in a Disciplinary Matter]

{¶36} Under Prof. Cond. R. 8.1(a) a lawyer shall not knowingly make a false statement of material fact in connection with a disciplinary matter. In his e-mail response to Relator’s inquiries relating to Long’s grievance, Respondent stated, in part: “When Ms. Long first terminated our relationship, her new counsel asked for her file. We were not, at the time, able to locate the photographs that she had left me. We later found those material (sic) and forwarded them to her new attorney.” The representation concerning the return of Long’s photographs to

her new attorney was false at the time it was made.

Prof. Cond. R. 8.1(b) [Failure to Cooperate]

{¶37} Prof. Cond. R. 8.1(b) a lawyer shall not knowingly fail to disclose a material fact or knowingly fail to respond to a demand for information. Long’s grievance was initially forwarded to Respondent by letter from Relator on June 27, 2014. The letter requested a response by July 14, 2014. No answer was received. On August 1, 2014, a second letter was sent to Respondent which also reminded him of his obligations under Gov. Bar. R. V. Respondent still did not answer Relator’s inquiries concerning this matter until August 13, 2014. In addition, Relator requested a copy of Respondent’s telephone records from August 31, 2013 through June 1, 2014, proof of malpractice insurance, and copies of the bank statements for his IOLTA account from January 1, 2013. Respondent agreed to produce all of this information. He did not. By order dated January 8, 2015, the panel chair ordered Respondent to produce the documents by January 12, 2015. Respondent produced proof of malpractice insurance for 2013 by January 12, 2015, but did not produce his telephone records or bank statements for his IOLTA account. On January 27, 2015, Respondent produced some of the requested telephone records and a copy of a subpoena to the Bulp Law Office seeking production of IOLTA records.

Prof. Cond. R. 8.4(c) [Dishonesty, Fraud, Deceit, or Misrepresentation]

{¶38} Prof. Cond. R. 8.4(c) provides that it is professional misconduct for a lawyer to “engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.” Respondent admitted he violated Prof. Cond. R. 8.4(c) when he represented that he could not attend a hearing before Judge Spencer due to a Social Security hearing in Indiana that same day, without informing Judge Spencer that the Indiana hearing had been postponed. In his letter to Disciplinary Counsel, Respondent implied that an attorney in his office had met with his client,

Paul Loury, before a July 26, 2013 hearing. That statement conflicts with representations of Ms. Drinnon and the testimony of Judge Spencer.

{¶39} The panel finds that Relator did not prove, by clear and convincing evidence, certain violations alleged in the complaint and hereby dismisses the following alleged violations: Prof. Cond. R. 1.3 [Kraus matter]; Prof. Cond. R. 1.4(a)(2) [Kraus matter]; Prof. Cond. R. 3.3(a) [Loury matter]; and Prof. Cond. R. 8.4(d) [Kraus, Amer, and Loury matters].

MITIGATION, AGGRAVATION, AND SANCTION

{¶40} The parties stipulated that there had been no prior findings against Respondent for violation of the Rules of Professional Conduct before the February 25, 2015 hearing. However, see ¶42, *infra*.

{¶41} The panel found the following aggravating factors that were considered in recommending a more severe sanction:

- a. Multiple counts of misconduct;
- b. Lack of cooperation in the disciplinary process. Respondent failed to produce documents when requested. More importantly even when ordered to produce the documents he failed to do so. These facts coupled with his less than forthright responses to Relator's investigation regarding Long, strongly supports this aggravating factor. Finally, it should be noted that when Respondent did finally produce those documents in the hearing on July 16, 2014, it was clear that those documents had been in his possession and control. Those actions exemplified his refusal to cooperate with the disciplinary process.
- c. Refusal to acknowledge the wrongful nature of his conduct;
- d. Failure to make restitution before the hearing; and

- e. Submission of false statements or other deceptive practices during the disciplinary process. Respondent provided inaccurate testimony regarding his IOLTA account deposits. The panel did not feel that Respondent was forthright and he continually attempted to allude truth during his testimony.

{¶42} Finally, the panel finds that Respondent now has prior misconduct arising from a finding by the Supreme Court of Kentucky in *Kentucky Bar Assn. v. Hoskins*, in case No. 2014-SC-000614-KB. On April 23, 2015, the Supreme Court of Ohio entered a reciprocal discipline suspension of Respondent's Ohio license for sixty days. *Disciplinary Counsel v. Hoskins*, 2015-Ohio-1532.

{¶43} In recommending sanctions for attorney misconduct, the panel must consider all of the factors, including the ethical duties the Respondent violated and the sanctions imposed in similar cases. With a mind towards the rule that sanctions are not to punish the Respondent but to protect the public, the panel considered the following cases:

- a. *Disciplinary Counsel v. Willard*, 123 Ohio St.3d 15, 2009-Ohio-3629. (An attorney partnered with a nonattorney organization to represent clients in mortgage proceedings. This resulted in a one-year suspension, all stayed).
- b. *Cincinnati Bar Assn. v. Mullaney*. 119 Ohio St.3d 412, 416, 2008-Ohio-4541. (Attorney misconduct involving the legal representation of clients of a third-party company that purported to serve homeowners threatened with foreclosure. This resulted in a public reprimand for an attorney who was an inexperienced associate of a law firm, a one-year stayed suspension of a seasoned attorney, and a two-year injunction prohibiting *pro hac vice* practice for another attorney).
- c. *Geauga Cty. Bar Assn. v. Patterson*, 124 Ohio St.3d 93, 2009-Ohio-6166. (See

below).

- d. *Cincinnati Bar Assn. v. Haas*, 83 Ohio St.3d 302, 1998-Ohio-93. (Attorney misconduct involving the payment of an insurance company salesman for the referral of personal injury clients. This resulted in a one-year suspension).
- e. *Cincinnati Bar Assn. v. White*, 79 Ohio St.3d 491, 1997-Ohio-160. (The improper solicitation of clients as well as the comingling of clients' funds and the improper use of clients' funds to set off personal claims. This resulted in an indefinite suspension).
- f. *Cincinnati Bar Assn. v. Rinderknecht*, 79 Ohio St.3d 30, 1997-Ohio-309. (An attorney improperly entered into an agreement and made payments to a non-approved organization to promote legal services. This entity solicited business by telephone and gave unsolicited advice to accident victims regarding the employment of the attorney. This resulted in an indefinite suspension).
- g. *Disciplinary Counsel v. Simonelli*, 113 Ohio St.3d 215, 2007-Ohio-1535. (This misconduct involved neglective client matters, dishonesty, and fee-sharing with a nonattorney. This resulted in a one-year suspension, with six months stayed).
- h. *Disciplinary Counsel v. Lord*, 111 Ohio St.3d 131, 2006-Ohio-5341. (See below).
- i. *Cincinnati Bar Assn. v. Harwood*, 125 Ohio St.3d 31, 2010-Ohio-1466. (The attorney misconduct involved multiple counts that included the failure to provide competent representation, failure to act with reasonable diligence, failure to maintain professional liability insurance, and the sharing of legal fees with a nonlawyer all of which resulted in a six-month suspension).
- j. *Cleveland Metro. Bar Assn. v. Pryatel*, 135 Ohio St.3d 410, 2013-Ohio-1537. (See below).

- k. *Medina Cty. Bar Assn. v. Malynn*, 131 Ohio St.3d 377, 2012-Ohio-1293. (Attorney misconduct that included neglecting several client matters and engaging in dishonest conduct resulting in a two-year suspension, with six months stayed).
- l. *Dayton Bar Assn. v. Hunt*, 135 Ohio St.3d 386, 2013-Ohio-1486. (This case involved misconduct that included dishonesty, the handling of a legal matter without adequate preparation, and the neglecting of entrusting a legal matter. This misconduct resulted in an indefinite suspension).

{¶44} In light of the multiple counts of misconduct, the panel finds that *Cleveland Metro. Bar Assn. v. Pryatel* to be supportive of its decision in this case. In *Pryatel*, the respondent violated Prof. Cond. R. 3.3(a)(1), knowingly making false statements of fact or law to a tribunal. Additionally in *Pryatel*, the respondent was found to have violated Prof. Cond. R. 1.1, Prof. Cond. R. 1.3, Prof. Cond. R. 1.4(a)(3), Prof. Cond. R. 1.4(a)(4), Prof. Cond. R. 1.15(c), and Prof. Cond. R. 8.4(c). Pryatel was also less than cooperative and had a selfish motive for his actions. Though Pryatel pled guilty to theft, the Supreme Court imposed an indefinite suspension, and stated that a reinstatement be conditioned upon the respondent's meeting certain criteria.

{¶45} The sanctions for sharing legal fees with nonlawyers have ranged from public reprimands to stay suspensions depending upon the attorney's legal experience and the existence of other litigating or aggravating factors. In this case, Respondent has substantial legal experience. Respondent has been practicing since 1997. In *Geauga Cty. Bar Assn. v. Patterson*, the respondent had represented clients through a foreclosure assistance program, in which he allowed the company to determine the client's objectives. The respondent then accepted a portion of the compensation paid to the company for the company's services. The respondent

failed to meet directly with his clients. The respondent also shared legal fees with the nonlawyer and aided in its unauthorized practice of law. That is similar to what has transpired with Citizen Disability, LLC and what Respondent has done in this case.

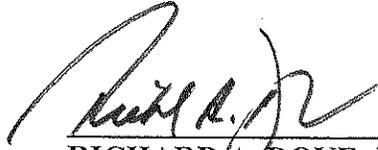
{¶46} Finally, in *Disciplinary Counsel v. Lord*, the respondent had engaged in multiple counts of misconduct, some of which violated orders of the bankruptcy court. In *Lord*, the Court found various mitigating factors, *i.e.*, absence of any prior disciplinary violations and good character reputation, but found multiple aggravating factors, *i.e.*, a pattern of misconduct, lack of cooperation in the disciplinary process, refusal to acknowledge the wrongful nature of his conduct, and the failure to make restitution. Again, the Court imposed an indefinite suspension.

{¶47} Therefore, based upon the above cited case law, the recent decisions by the Kentucky Supreme Court and the Supreme Court of Ohio, and the evidence produced at the hearings, the panel recommends that Respondent be indefinitely suspended from the practice of law. As additional conditions of reinstatement, Respondent should be required to take a law office management course, successfully pass the Multi-State Professional Responsibility Examination, and pay the costs of this proceeding.

BOARD RECOMMENDATION

Pursuant to Gov. Bar R. V, Section 12, the Board of Professional Conduct of the Supreme Court of Ohio considered this matter on June 12, 2015. The Board adopted the findings of fact, conclusions of law, and recommendation of the panel and recommends that Respondent, Robert Hansford Hoskins, be indefinitely suspended from the practice of law, with reinstatement subject to the conditions set forth in ¶47 of this report and ordered to pay the costs of these proceedings.

Pursuant to the order of the Board of Professional Conduct of the Supreme Court of Ohio, I hereby certify the foregoing Findings of Fact, Conclusions of Law, and Recommendation as those of the Board.

A handwritten signature in black ink, appearing to read "Richard A. Dove", written over a horizontal line.

RICHARD A. DOVE, Director