

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

In re: :
Jesse Jackson, Jr., Esq. :
8216 Princeton Glendale Rd, #160 :
West Chester, OH 45069 :

0086184 :

Respondent, :

Disciplinary Counsel :
250 Civic Center Drive, Suite 325 :
Columbus, Ohio 43215-7411 :

Relator. :

Case No. 14-107

FILED
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BOARD OF PROFESSIONAL CONDUCT

AGREEMENT FOR CONSENT TO DISCIPLINE

INTRODUCTION

Relator and Respondent submit the following Agreement, which contains stipulations of fact, disciplinary rule violations, mitigation, aggravation, sanction and exhibits.

STIPULATED FACTS

1. Respondent, Jesse Jackson, Jr., was admitted to the practice of law in the state of Ohio on November 8, 2010. Respondent is subject to the Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.

COUNT ONE

Caparella-Kraemer Employment

2. In early 2011, respondent and attorney Courtney Caparella-Kraemer had discussions about respondent joining the firm of Caparella-Kraemer & Associates, LLC ("C-K"). At the time of those discussions, respondent was a solo practitioner with offices in Fairfield, Ohio and Lebanon, Ohio.
3. Respondent and Caparella-Kraemer on behalf of C-K reached an oral agreement which was never reduced to writing. The undisputed terms of that agreement were that respondent was to become an employee of C-K and handle primarily bankruptcy and probate matters for C-K. Fees for work done by respondent would be split 50/50 with C-K.
4. C-K agreed to add respondent to its legal malpractice insurance policy, and on May 9, 2011, Respondent signed an insurance application, prepared by an employee of C-K, which stated that he was not engaged in any other practice of law.
5. Respondent understood that he was to close his two law offices and work only out of the offices of C-K. Respondent believed that C-K would pay the costs of closing his two other offices. However, when the cost of closing the offices became known, C-K indicated that the cost was too high and C-K refused to pay them. Because C-K would not pay the cost of closing his two other offices, respondent did not close them and continued to work out of both offices. Respondent did not share fees that he earned out of those two offices with C-K. Respondent believed that C-K was not entitled to 50% of those fees since C-K had refused to honor its commitment to pay for the closing of these two offices and that left respondent responsible for all associated costs. Respondent did

not inform C-K that he failed to close these office locations and that he was still operating them while he continued to work for C-K. If there was a hearing on this issue, Caparella-Kraemer would testify that there was never an agreement for C-K to pay the costs associated with respondent closing his offices and that these costs were always to be paid by respondent.

6. Respondent received \$1,116 in fees from Butler County for court appointed work and he directed those fees to be mailed to his Fairfield office. He also received \$5,025 in fees from Warren County for court appointed work and directed those fees to his Lebanon office. Respondent did not share those fees with C-K.
7. Respondent also completed work on behalf of four clients while associated with C-K and did not share the resulting fees with C-K. Respondent earned \$3,860 in total fees from those four clients while respondent was associated with C-K.
8. Respondent signed a flat fee agreement with one of those clients related to estate services. The client paid a flat fee of \$750 per the agreement and was then billed an additional \$1,026.68 by respondent.
9. C-K contacted the police with regard to respondent's failure to share all fees earned after May 9, 2011 with C-K. Respondent was indicted on two counts of grand theft, felonies of the fourth degree. *State of Ohio v. Jesse Jackson Jr.*, Butler County Court of Common Pleas, Case No. CR2012-03-0488. After a bench trial, respondent was found guilty of petty theft, a first degree misdemeanor. On November 21, 2012, he was sentenced to three years of community control and ordered to pay a \$1,000 fine and \$250 in restitution to C-K, all of which has been paid.

10. Respondent collected \$10,001 in fees from clients which were not shared, per the agreement with C-K; therefore, respondent misappropriated \$5,000.50 in fees from C-K.

Bankruptcy Petitions

11. While associated with C-K, respondent handled bankruptcy matters that he did not have the training or experience to competently handle.
12. The U.S. Bankruptcy Court for the Southern District of Ohio noticed the deficiencies in respondent's bankruptcy petitions and on September 23, 2011, the bankruptcy trustee filed a Motion to Determine the Excessiveness of Attorney Fees Pursuant to 11 U.S.C. § 329 and Memorandum in Support. The memorandum details multiple cases in which respondent initiated bankruptcies on behalf of his clients without the proper schedules, resulting in motions to dismiss being filed by the bankruptcy trustee. In addition, the motion details respondent's excessive fees charged in cases when he applied for waivers of filing fees. Furthermore, the Office of the United States Trustee requested that respondent cease filing petitions in bankruptcy court without filing the required documents.
13. In order to resolve the motion, the parties agreed that respondent would attend two continuing legal education seminars focusing on bankruptcy practice and procedure and consult with experienced bankruptcy attorneys and trustees. The agreement also resolved issues with deficient filings, excessive fees, and missed deadlines in cases filed by respondent. United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Sharon Paddock*, Case No.1 :11-bk-14559, Agreed Order Resolving Motion of the United States Trustee to Review Fees (Doc. #27), Doc. #42.

Virgil Douglas Gilliam

14. Sometime before August 2011, Virgil Douglas Gilliam hired respondent to file a bankruptcy petition on his behalf. At their first meeting, Gilliam paid respondent a flat fee of \$1,500, in addition to \$299 for the filing fee.
15. On August 8, 2011, respondent filed a Chapter 7 bankruptcy petition on behalf of Gilliam. On August 29, 2011, the bankruptcy trustee filed a motion to dismiss when respondent failed to file the required schedules.
16. On October 6, 2011, respondent filed an Application to Pay Filing Fee in Installments without Gilliam's signature even though Gilliam had paid the full amount of the filing fee to respondent.
17. On October 10, 2011, the trustee filed a motion objecting to the application to pay the filing fee in installments and on November 2, 2011, respondent filed a motion to withdraw as counsel. Respondent neither appeared at the December 5, 2011 hearing on his motion to withdraw as counsel nor requested a continuance of the hearing.
18. After respondent was separated from C-K, another C-K lawyer took over the Gilliam matter and made multiple corrections to the original filing. Despite these deficiencies and his failure to complete Gilliam's bankruptcy, respondent collected his 50% of the flat fee.

Sharon Paddock

19. Between June and July 2011, Sharon Paddock hired respondent to file a bankruptcy petition on her behalf. Paddock paid respondent a flat fee of \$1,200.

20. On July 25, 2011, respondent filed a Chapter 7 bankruptcy petition on behalf of Paddock. On the same day, respondent also filed an Application for Waiver of the Chapter 7 Filing Fee for Individuals Who Cannot Pay the Filing Fee in Full or in Installments.
21. On October 12, 2011, respondent filed a Motion to Withdraw Application for Waiver of Filing Fee per his discussion with the U.S. Trustee.
22. On November 18, 2011, the trustee filed a Motion of the United States Trustee to Dismiss Chapter 7 Case with 180 Day Bar to Re-Filing. The motion stated that the final meeting of the creditors was scheduled for November 17, 2011, but Paddock failed to appear and respondent was late.
23. On December 15, 2011, the Court dismissed Paddock's bankruptcy petition. Despite the dismissal of Paddock's bankruptcy petition, respondent collected his 50% of the flat fee.

Pier 27, LLC- Deena and Christopher Hill

24. On July 14, 2011, Deena and Christopher Hill hired respondent to complete a personal bankruptcy petition and a corporate bankruptcy petition for Pier 27, LLC. Respondent was paid \$3,299, which included a \$3,000 flat fee and \$299 filing fee. The flat fee included the personal and corporate bankruptcy petitions: \$1,500 for the personal filing and \$1,500 for the corporate filing.
25. On August 23, 2011, respondent filed the personal bankruptcy petition on behalf of the Hills, but he never filed the corporate bankruptcy petition on behalf of Pier 27, LLC.
26. After another associate from C-K examined the Pier 27, LLC case, it was

determined that a corporate bankruptcy petition was not necessary. Despite his failure to file the corporate bankruptcy petition respondent collected his 50% of the flat fee for both the personal and corporate bankruptcy petitions, and C-K kept its 50%. C-K gave the Hills a credit of \$1,500 towards future legal services.

Kim Gates

27. On September 19, 2011, Kim Gates hired respondent to complete a personal bankruptcy petition and a corporate bankruptcy petition. Respondent was paid a \$3,000 flat fee. The flat fee included the personal and corporate bankruptcy petitions: \$1,500 for the personal filing and \$1,500 for the corporate filing.
28. Respondent never filed any bankruptcy petitions on behalf of Gates.
29. Despite his failure to perform any services on Gates' behalf, respondent collected his 50% of the flat fee for the personal and corporate bankruptcy petitions.

Brooke Boling

30. On August 29, 2011, Brooke Boling hired respondent to complete a bankruptcy petition on her behalf. Respondent was paid \$1,850, which included a \$1,500 flat fee and \$350 filing fee.
31. Respondent never filed a bankruptcy petition on behalf of Boling.
32. Despite his failure to file the bankruptcy petition, respondent collected his 50% of the flat fee.

Robert Boling

33. On or about August 15, 2011, Robert Boling hired respondent to complete a bankruptcy petition on his behalf. Respondent was paid \$1,499, which included a \$1,200 flat fee and \$299 filing fee.

34. Respondent never filed a bankruptcy petition on behalf of Boling.
35. Despite his failure to file the bankruptcy petition, respondent collected his 50% of the flat fee.
36. In the aforementioned bankruptcy petitions in ¶¶14-35, C-K provided legal services to remedy the deficient filings at no additional cost to the clients.
37. Respondent billed for and collected \$4,950 in shared fees from C-K by representing that he had completed the work for which the fees had been paid. In reality, respondent either wholly failed to perform any of the services he had been hired to perform or performed the work in such a deficient manner that the work required extensive correction and/or addition by another C-K lawyer.

COUNT TWO

Estate of Leonetta A. Jackson

38. On February 12, 2012, respondent's third wife, Leonetta Jackson, died.
39. Prior to Leonetta Jackson's death, respondent was handling a Bureau of Worker's Compensation ("BWC") claim on her behalf.
40. On February 13, 2012, respondent deposited four checks into his IOLTA totaling \$22,294.77 issued by the Ohio Bureau of Worker's Compensation to Leonetta Jackson.
41. On May 11, 2012, respondent filed an Application to Relieve Estate from Administration along with the Assets and Liabilities of Estate to Be Relieved from Administration. He did not include the BWC checks in the accounting. Hamilton County Probate Court, *Estate of Leonetta A. Jackson*, Case No. 2012002083.

42. Lisa Bitter, acting on behalf of Margaretta Sartor, the decedent's mother, questioned respondent prior to a court hearing on the estate filings. She asked him why the checks were not included in the accounting and respondent told Bitter, "Prove the checks exist."
43. On September 6, 2012, Bitter filed Exceptions to the Leonetta A. Jackson Estate Accounting alleging that there were assets missing from the inventory, namely the BWC proceeds totaling \$22,294.77.
44. On September 12, 2012, respondent testified before the probate court that he deposited the BWC checks into his IOLTA. Respondent stated he believed he was entitled to the funds as reimbursement for 1) funeral expenses that he paid out of his portion of life insurance proceeds, and 2) his attorney fees for representing his wife in the BWC case.
45. At this hearing, respondent further testified that he was entitled to a contingency fee of 1/3 of the proceeds from the BWC settlement, though he acknowledged that there was not a signed fee agreement.
46. On September 25, 2012, the Court issued a decision stating that the BWC checks belonged in the estate. The Court removed respondent as the applicant for the estate and ordered him to pay \$22,294.77 back to the estate, less the funeral expenses, filing fee, and publication fee. In total, respondent was ordered to repay the estate \$8,629.77. To date, respondent has not paid this judgment.

COUNT THREE

Sharon Allen

47. On August 13, 2012, Sharon Allen filed a Voluntary Petition under Chapter 7 of the United States Bankruptcy Code. United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Sharon Allen*, Case No. 1:12-bk-14376.

48. On November 3, 2012, Allen retained respondent to represent her in her previously filed bankruptcy action. Allen paid respondent a flat fee of \$1,000 to complete the work.
49. On December 5, 2012, respondent filed a Motion to Convert to Chapter 13 Case.
50. On December 6, 2012, the Court sent a notification of deficiency for 1) not providing notice of a 21-day objection/response notice, and 2) the certificate of service was incomplete.
51. On December 13, 2012, respondent filed a Notice to Convert Case from Chapter 7 to Chapter 13.
52. On December 14, 2012, the Court sent a notification of deficiency for 1) not providing a 21-day objection/response notice, and 2) incomplete certificate of service.
53. On December 17, 2012, respondent filed a Notice of Motion.
54. On December 18, 2012, the Court sent a third notification of deficiency for 1) not providing notice of a 21-day objection, and 2) not providing the requisite response time.
55. On December 31, 2012, the Court filed a Notice of Failure to File 1007(b)(7) Statement, because a statement regarding the completion of a financial management course by the debtor was not filed.
56. On January 1, 2013, respondent filed another Notice of Motion. On February 13, 2013, the Court granted the Motion to Convert Case to a Chapter 13.
57. On March 19, 2013, the U.S. Trustee filed a Motion to Dismiss the Chapter 13 case, citing that Allen failed to file schedules, plan, or summary of schedules as required by the Code. The Court granted the U.S. Trustee's motion to dismiss on April 16, 2013.
58. On April 29, 2013, Allen filed a grievance with relator.

59. On May 7, 2013, relator sent respondent a letter of inquiry regarding the Allen grievance. Respondent did not respond.
60. On June 17, 2013, relator sent respondent a second letter of inquiry. On July 9, 2013, respondent provided a response to relator's second letter of inquiry.
61. On July 24, 2013, respondent sent Allen a letter attempting to settle the dispute between them and resolve the grievance that she filed with relator.
62. On July 30, 2013, respondent met with Allen to discuss the grievance.
63. On August 2, 2013, respondent sent Allen a signed confidential settlement agreement for her to execute indicating that she would dismiss the grievance in exchange for payment of \$1,000, along with two postdated checks, each for \$500.
64. On August 5, 2013, Allen attempted to negotiate the checks that respondent sent her but both checks were rejected due to insufficient funds. Respondent has not refunded Allen's money.

COUNT FOUR

Michelle Cameron

65. On or about May 19, 2013, Michelle Cameron retained respondent to represent her in an action in juvenile court. On June 6, 2013, Cameron paid respondent \$250 of the \$500 flat fee they agreed upon for the completion of the work.
66. On May 19, 2013, respondent sent Cameron an email conveying to her that he would like to get to know her better on a personal level.
67. Between May 19, 2013 and June 14, 2013, Cameron and respondent communicated via email, text message, and telephone. These communications included photos of one another, as well as flirtatious and sexual content.

68. On June 14, 2013, Cameron spoke to respondent on the telephone and terminated the representation. On the same day, she wrote him a letter memorializing the termination of the attorney-client relationship. She requested her file and an itemized billing statement.
69. On June 15, 2013, respondent filed a Motion to Withdraw as Counsel of Record, specifically citing that Cameron “has conducted herself in a manner inconsistent with Counsel’s moral and ethical standards.” The Court granted the motion to withdraw.
70. On July 8, 2013, relator received a grievance from Cameron.
71. Sometime between July 29, 2013 and December 12, 2013, respondent provided Cameron with her file. Respondent never provided Cameron with an itemized billing statement.
72. On August 16, 2013, respondent sent a letter to Cameron stating that he would seek legal recourse against her if she did not refrain from commenting about him on social media websites.

COUNT FIVE

Brie Sullivan

73. In May 2013, Brie Sullivan met with respondent at the Hamilton County Courthouse to discuss filing a bankruptcy petition. A mutual friend, Leona Rabb, referred Sullivan to respondent.
74. On or about June 21, 2013, Sullivan retained respondent and signed a fee agreement for a flat fee of \$750. On June 21, 2013, Sullivan paid respondent \$250 of that fee. On July 12, 2013, Sullivan paid another \$250 towards the fee.
75. The fee agreement did not state that the fee was “nonrefundable” or advise Sullivan that she may be entitled to a refund if representation was terminated early.

76. Prior to signing the fee agreement, Sullivan and respondent engaged in a number of discussions regarding her finances, as well as personal matters not related to filing a bankruptcy petition. Also during this time, respondent took Sullivan to restaurants and paid for her meals.
77. On June 27, 2013, Sullivan and respondent attended a concert together, Kings of the Mic Tour at the Riverbend Music Center. After the concert, respondent went to Sullivan's home and they engaged in sexual intercourse for the first time.
78. As a result of their sexual relationship, respondent stated to Sullivan multiple times that he had a conflict of interest and that he should not be representing her. However, respondent continued to maintain sexual and professional relationships with Sullivan. Respondent believed he represented Sullivan until she filed a grievance on October 15, 2013.
79. Prior to filing the grievance, on or about August 4, 2013 and September 3, 2013, Sullivan sought to terminate the relationships, personal and professional, and asked that her money and her file be returned. In response, respondent informed Sullivan that she was not entitled to a refund because it was a nonrefundable flat fee.
80. Respondent never filed a bankruptcy petition on Sullivan's behalf.
81. Sometime between October 15, 2013 and December 3, 2013, respondent returned Sullivan's file.
82. On February 26, 2014, respondent refunded Sullivan's \$500 payment.

COUNT SIX

IOLTA

83. On June 13, 2013, relator received a notice from US Bank that respondent's IOLTA ending in 7120 was overdrawn on June 2, 2013.
84. On July 3, 2013, via certified mail, relator sent respondent a Letter of Inquiry regarding the overdraft. Respondent's response was to be postmarked no later than July 17, 2013.
85. When respondent failed to respond, on July 24, 2013, relator sent another Letter of Inquiry regarding the overdraft via certified mail.
86. In relevant part, relator's inquiry required respondent to produce the following documents with his response: "You must provide, at a minimum, copies of your monthly statements for your IOLTA account for the month of the overdraft, the month before the overdraft, and the month after the overdraft, the individual client records/ledgers for these same months, and proof that the amount and any overdraft fees have been repaid as well as the source(s) of repayment." (Emphasis provided).
87. On August 27, 2013, respondent submitted a letter stating, "the overdraft was an accounting error that resulted when my balance calculation was off by \$3.26. Apparently, this check was not returned unpaid, no fees were charged, and no clients were impacted by this error." Along with this letter, respondent sent bank statements for May 2013 and June 2013.
88. Notwithstanding relator's request, respondent did not provide individual client ledgers or the July 2013 bank statement.

89. On September 10, 2013, relator sent respondent a letter requesting additional information. This letter was returned on September 24, 2013 marked “not deliverable as addressed, unable to forward.”
90. On September 25, 2013, relator sent another letter requesting additional information to 8216 Princeton Glendale Rd, #160, West Chester, Ohio 45069, the new address provided by respondent.
91. On October 3, 2013, relator received another notice from US Bank that respondent’s IOLTA ending in 7120 was overdrawn on September 26, 2013.
92. On October 4, 2013, relator sent respondent a letter regarding the latest overdraft, and again asked for a response to relator’s September 25, 2013 letter requesting additional information. Respondent’s response was to be postmarked no later than October 18, 2013.
93. When respondent failed to respond, on October 21, 2013, relator sent respondent an email asking for a response. On October 29, 2013, respondent replied that he would submit his response by November 1, 2013.
94. On November 1, 2013, respondent submitted a letter requesting an extension of time to respond to the inquiries stating, “I have consulted with, and am retaining, Long Schaefer, a local accounting firm, to assist me in responding.” Relator provided respondent until December 3, 2013 to respond.
95. On December 3, 2013, relator sent respondent another letter requesting a response to the previous inquiries with a deadline of December 20, 2013.

96. When relator did not receive a response, another email was sent to respondent on December 20, 2013 asking for a response. On January 9, 2014, respondent indicated he would provide a response by the end of the business day.
97. Via email, dated January 13, 2014, respondent sought and was granted yet another extension to submit a response. Respondent was to submit a response by January 31, 2014, but never did.
98. Respondent's personal and IOLTA bank records reflect that respondent misused his IOLTA and failed to safeguard client funds. Respondent also deposited personal funds into his IOLTA.
99. Respondent deposited earned fees into his IOLTA. Specifically, respondent deposited earned fees for court-appointed work into his IOLTA on at least 29 occasions between March 1, 2011 and December 31, 2012. Respondent also deposited earned fees for non-court-appointed work into his IOLTA on at least 10 occasions between March 1, 2011 and February 28, 2013.
100. Respondent deposited funds of at least 15 clients that were not earned fees into his personal checking account between March 1, 2011 and January 16, 2013.
101. During respondent's deposition on March 19, 2014, respondent admitted that he paid personal and/or business expenses out of his IOLTA account; deposited earned court-appointed fees into his IOLTA; withdrew unearned attorney fees from his IOLTA; and failed to maintain client ledgers as required by Rule 1.15 until late 2013.
102. Although respondent did not provide relator with relevant IOLTA documentation as requested, during the March 19, 2014 deposition respondent was cooperative and admitted that he did not maintain the appropriate records pursuant to Rule 1.15.

STIPULATED RULE VIOLATIONS

Respondent admits that his conduct in **Count One** violated Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client]; Prof Cond. R. 1.3 [a lawyer shall act with reasonable diligence and promptness in representing a client]; Prof. Cond. R. 1.5(a) [a lawyer shall not charge a clearly excessive fee]; Prof. Cond. R. 8.4(b) [a lawyer shall not commit an illegal act that reflects on the lawyer's honesty or trustworthiness]; Prof. Cond. R. 8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

Respondent admits that his conduct in **Count Two** violated Prof. Cond. R. 1.5(c)(1) [each contingency fee agreement shall be in a writing signed by the client and the lawyer]; Prof. Cond. R. 8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

Respondent admits that his conduct in **Count Three** violated Prof. Cond. R. 1.1 [a lawyer shall provide competent representation to a client]; Prof. Cond. R. 1.8(h) [a lawyer shall not make an agreement prospectively limiting the lawyers liability]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

Respondent further admits that his conduct in Count Three also violated Prof. Cond. R. 8.4(h) [a lawyer shall not engage in conduct that adversely reflects on his fitness to practice law].

Respondent's conduct is especially egregious in that he attempts to avoid a grievance in exchange for money.

Respondent admits that his conduct in **Count Four** violated Prof. Cond. R. 1.15(d) [upon request by a client, a lawyer shall promptly render a full accounting]; Prof. Cond. R. 1.16(d) [a lawyer shall promptly deliver all papers and property to a client upon termination of representation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

Respondent admits that his conduct in **Count Five** violated Prof. Cond. R. 1.5(d)(3) [a lawyer shall not enter into an arrangement for a fee denominated as “nonrefundable” unless it is in writing that the client may be entitled to a refund]; Prof. Cond. R. 1.8(j) [a lawyer shall not solicit or engage in sexual activity with a client unless a consensual sexual relationship existed when the attorney-client relationship commenced]; Prof. Cond. R. 1.16(d) [a lawyer shall promptly deliver all papers and property to a client upon termination of representation]; and Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

Respondent admits that his conduct in **Count Six** violated Prof. Cond. R. 1.15(a)(2) [requiring a lawyer to maintain a record for each client that sets forth the name of the client; the date, amount, and source of all funds received on behalf of the client; the date, amount, payee, and purpose of each disbursement made on behalf of the client; and the current balance for each client]; Prof. Cond. R. 1.15(a)(3) [requiring a lawyer to maintain a record for each bank account that sets forth the name of the account; the date, amount, and client affected by each credit and debit; and the balance in the account]; Prof. Cond. R.1.15(a)(4) [requiring a lawyer to maintain all bank statements, deposit slips, and canceled checks for each bank account]; Rule 1.15(a)(5) [requiring a lawyer to perform and retain a monthly reconciliation of the items contained in divisions (a)(2), (3), and (5) of Rule 1.15]; Prof. Cond. R. 1.15(b) [lawyer may deposit the

lawyer's own funds in an IOLTA for the sole purpose of paying or obtaining a waiver of bank service charges on that account, but only in an amount necessary for that purpose]; Prof. Cond. R. 1.15(c) [a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance to be withdrawn only as fees are earned or expenses incurred]; Prof. Cond. R. 8.1(b) [prohibiting a lawyer from knowingly failing to respond to a demand for information from a disciplinary authority]; and Gov. Bar R. V(4)(G) [requiring a lawyer to cooperate with a disciplinary investigation].

MITIGATION EVIDENCE

1. Respondent has no prior disciplinary record.
2. Respondent has made a full and free disclosure of his actions and has displayed a cooperative attitude in these proceedings.
3. Respondent acknowledged that his actions set forth above were improper.

AGGRAVATION EVIDENCE

1. Respondent has acted with a dishonest or selfish motive.
2. Respondent has engaged in a pattern of misconduct.
3. Respondent has failed to make restitution.

STIPULATED EXHIBITS

1. Respondent's attorney registration print-out
2. Respondent's Supreme Court registration and payment
3. OBLIC application
4. Butler County court-appointments
5. Warren County court-appointments
6. Indictment in *State of Ohio v. Jesse Jackson Jr.*, Butler County Court of Common Pleas, Case No. CR 2012-03-0488

7. Judgment Entry in *State of Ohio v. Jesse Jackson Jr.*
8. Motion to Determine Excessiveness of Attorney Fees, United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Sharon Paddock*, Case No. 1:11-bk-14559, Doc. #27
9. Agreed Order Resolving Motion of the United States Trustee to Review Fees (Doc. #27), *In Re: Sharon Paddock*, Doc. #42
10. Voluntary Petition, United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Virgil Douglas Gilliam*, Case No. 1:11-bk-14856
11. Motion of the United States Trustee to Dismiss Chapter 7 Case for Failure to File Schedules, *In Re: Virgil Douglas Gilliam*, Doc. #11
12. Application to Pay Filing Fee in Installments, *In Re: Virgil Douglas Gilliam*, Doc. #35
13. Objection of Trustee to Application to Pay Filing Fee in Installments, *In Re: Virgil Douglas Gilliam*, Doc. #39
14. Motion to Withdraw, *In Re: Virgil Douglas Gilliam*, Doc. #44
15. Order to Appear and Show Cause, *In Re: Virgil Douglas Gilliam*, Doc. #56
16. Proof of fees paid by C-K to respondent for Sharon Paddock
17. Voluntary Petition, *In Re: Sharon Paddock*, Doc. #1
18. Motion to Withdraw Application for Waiver of Filing Fee, *In Re: Sharon Paddock*, Doc. 30
19. Motion of the United States Trustee to Dismiss Chapter 7 Case with 180 Day Bar to Refiling, *In Re: Sharon Paddock*, Doc. 39
20. Order Dismissing Chapter 7 Case with 180 Day Prohibition Against Refiling, *In Re: Sharon Paddock*, Doc. 48
21. Deena and Christopher Hill receipt for payment of attorney fees
22. Voluntary Petition, United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Deena Hill and Christopher Hill*, Case No. 1:11-bk-15158
23. Application for Search of Bankruptcy Records – Pier 27, LLC
24. Proof of fees paid by C-K to respondent for Deena and Christopher Hill

25. Kim Gates consultation agreements
26. Kim Gates receipt for payment of attorney fees
27. Application for Search of Bankruptcy Records – Kim Gates
28. Proof of fees paid by C-K to respondent for Kim Gates
29. Brooke Boling receipt for payment of attorney fees
30. Application for Search of Bankruptcy Records – Brooke Boling
31. Proof of fees paid by C-K to respondent for Brooke Boling
32. Robert Boling retainer agreement
33. Robert Boling receipt for payment of attorney fees
34. Application for Search of Bankruptcy Records – Robert Boling
35. Proof of fees paid by C-K to respondent for Robert Boling
36. Leonetta A. Jackson Ohio Bureau of Worker’s Compensation checks
37. Application to Relieve Estate from Administration, Hamilton County Probate Court, *Estate of Leonetta A. Jackson*, Case No. 2012002083
38. Exceptions to the Leonetta A. Jackson Estate Accounting, *Estate of Leonetta A. Jackson*
39. Decision of Magistrate, *Estate of Leonetta A. Jackson*
40. Certificate of Judgment, *Estate of Leonetta A. Jackson*
41. Voluntary Petition, United States Bankruptcy Court, Southern District of Ohio, Western Division, *In Re: Sharon Allen*, Case No. 1:12-bk-14376
42. Motion to Convert to Chapter 13 Case, *In Re: Sharon Allen*, Doc. # 23
43. Notification of Deficiency, *In Re: Sharon Allen*
44. Notice to Convert Case from Chapter 7 to Chapter 13, *In Re: Sharon Allen*, Doc. 24
45. Notification of Deficiency, *In Re: Sharon Allen*
46. Notice of Motion, *In Re: Sharon Allen*, Doc. #25

47. Notification of Deficiency, *In Re: Sharon Allen*
48. Notice of Failure to File Rule 1007(b)(7) Statement, *In Re: Sharon Allen*, Doc. #26
49. Notice of Motion, *In Re: Sharon Allen*, Doc. #27
50. Order Granting Debtor's Motion to Convert Case, *In Re: Sharon Allen*, Doc. #30
51. Chapter 13 Trustee's Motion to Dismiss, *In Re: Sharon Allen*, Doc. #32
52. Order of Dismissal of Debt Adjustment Plan, *In Re: Sharon Allen*, Doc. #33
53. Grievance filed by Sharon Allen with relator
54. Letter of Inquiry, May 7, 2013
55. Second Letter of Inquiry, June 17, 2013
56. Respondent's July 9, 2013 letter
57. Respondent's July 24, 2014 letter to Sharon Allen
58. Respondent's August 2, 2013 letter to Sharon Allen
59. Checks respondent wrote to Sharon Allen
60. Michelle Cameron receipt for payment of attorney fees
61. Respondent's May 19, 2013 email to Michelle Cameron
62. June 14, 2013 letter to respondent from Michelle Cameron
63. Motion to Withdraw as Counsel of Record, Hamilton County Court of Common Pleas, Juvenile Division, *Jerri Kinsler v. Michelle D. Cameron*, Case No. P13-54Z
64. Respondent's August 16, 2013 letter to Michelle Cameron
65. Brie Sullivan proof of payment of attorney fees
66. Brie Sullivan contract for legal services
67. Concert tickets
68. September 4, 2013 email from Brie Sullivan to respondent
69. Respondent's December 3, 2013 letter

70. Respondent's February 26, 2014 letter to Brie Sullivan
71. Overdraft notification, June 6, 2013, U.S. Bank
72. Letter of Inquiry, July 3, 2013
73. Second Letter of Inquiry, July 24, 2013
74. Respondent's August 27, 2013 letter
75. Relator's September 10, 2013 letter
76. Returned letter, September 24, 2013
77. Relator's September 25, 2013 letter
78. Overdraft notification, September 26, 2013, U.S. Bank
79. Relator's October 4, 2013 letter
80. Relator's October 21, 2013 email to respondent
81. Respondent's October 29, 2013 email to relator
82. Respondent's November 1, 2013 letter
83. Relator's December 3, 2013 letter
84. Relator's December 20, 2013 email to respondent
85. Respondent's January 9, 2014 email to relator
86. Relator's January 13, 2014 email to respondent
87. Respondent's IOLTA bank records documenting court-appointed deposits
88. Respondent's IOLTA bank records documenting earned non-court appointed deposits
89. Respondent's personal bank records
90. Affidavit of Jesse Jackson Jr.
91. Character letters submitted on behalf of respondent

STIPULATED RECOMMENDED SANCTION

Respondent married when he was seventeen years old and spent his late teens and early twenties raising his family with his first wife, a nurse, to whom he was married for almost 18 years. Respondent worked in retail management at Lowe's for many years, and helped to raise his three children. He coached their baseball, softball, and basketball teams, was active in his church, was the treasurer of his Homeowner's Association and attended some college classes. Respondent's wife passed away due to complications of breast cancer in 2002. He then finished his undergraduate degree at the University of Central Florida in 2002, and attended the University of Cincinnati, College of Law where he received a full scholarship. He graduated from law school in 2007.

Respondent was licensed to practice law in November of 2010 and upon admission to the Bar, opened his own practice where he accepted criminal appointments and civil litigation matters. Though he had mentors, no one practiced with him.

Respondent's lack of experience and lack of attention to the Rules of Professional Conduct led him into the misconduct, which forms the basis of the instant action. Because of the redundant nature of the violations and Respondent's newness to the Bar, the parties propose a sanction of a two-year term suspension with conditions.

Rationale for a Two-Year Suspension

A two-year suspension, with reinstatement conditioned upon payment of restitution in the amount of \$14,579.77, and two-years of monitored probation once respondent is readmitted to the practice of law, is the appropriate sanction in this case. Such a sanction is commensurate with the Supreme Court's decision in *Disciplinary Counsel v. Hall*, 131 Ohio St. 3d 222 (2012), and *Disciplinary Counsel v. Gonzalez*, 138 Ohio St. 3d 320 (2014).

In *Hall*, relator alleged thirteen counts of misconduct, including violations of Rules 1.3, 1.4, 1.16, and 8.4 of the Rules of Professional Conduct, as well as a section 1-102(A)(6) of the Code of Professional Responsibility. Hall failed to perform work that clients retained him to perform and failed to respond to his clients when they reached out to him. He also accepted retainers from clients and refused to refund them. Lastly, he represented to a client that he had filed a Complaint, when in fact no such filing existed. Hall was suspended for two years with six months stayed, followed by one-year of probation. He was also ordered to pay restitution as a condition of reinstatement.

In *Gonzalez*, the attorney was found to have violated Rules 1.3, 1.4(c), several sections of 1.15, 1.16(c), 8.1(b), and 8.4 (d) and (h). He failed to notify clients that he did not have malpractice insurance, failed to perform monthly IOLTA reconciliations of his clients' funds, failed to abide by his clients' decisions concerning the objectives of representation, and failed to act with reasonable diligence when representing a client. He commingled personal and client funds in his trust account, wrote 25 checks from his trust account to various individuals and entities, overdrew his trust account, and failed to deposit clients' money into his trust account. At his deposition, Respondent was flippant regarding the disciplinary process, and he had prior disciplinary proceedings arising out of his being disrespectful to opposing counsel in court. Despite all these rule violations and aggravating factors (prior discipline, multiple offenses, lack of cooperation, refusal to acknowledge wrongdoing), Gonzalez was suspended for two years with one-year stayed on the condition that he pay all restitution.

Like the attorneys in *Hall* and *Gonzalez*, respondent admits that he has committed several Rule violations, many of which are the same violations as the attorneys in *Hall* and *Gonzalez*.

Gonzalez had no mitigating factors and four aggravating factors. Respondent differs from *Gonzalez* because although some aggravating factors are present, they are balanced by the mitigating factors of no prior discipline, cooperation with the disciplinary process and acknowledgment of his misconduct. Unlike the attorneys in *Hall* and *Gonzalez*, none of the stipulated suspension is to be stayed.

An indefinite suspension is not commensurate with respondent's behavior. In *Disciplinary Counsel v. Mathewson*, the attorney neglected client's cases, kept unearned fees, charged clearly excessive fees, and misused his trust account. 113 Ohio St. 3d 365, 369 (2007). The Board recommended, and the Court imposed an indefinite suspension on Mathewson, and based their decision partly on Mathewson's prior disciplinary record and his failure to cooperate with the investigation of his misconduct. *Id.* Here, respondent does not have these aggravating factors. Instead, he is a relatively new attorney, has no prior disciplinary record, and cooperated with the disciplinary process. Respondent is apologetic and has accepted responsibility for his misconduct.

Because his mistakes were cumulative in nature and occurred so early in his career, respondent and relator respectfully submit that a two-year suspension, with reinstatement conditioned upon the payment of restitution, as well as two-years of monitored probation once reinstated to the practice of law, is appropriate in this case.

CONCLUSION

The above are stipulated to and entered into by agreement by the undersigned parties on this 20th of April, 2015.

Scott Drexel / cr

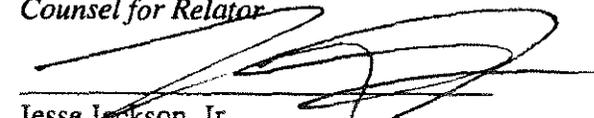
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