

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

In re:

Complaint against

Case No. 2015-079

Arthur Arould Ames

**Recommendation of the
Board of Professional Conduct
of the Supreme Court of Ohio**

Respondent

Disciplinary Counsel

Relator

DISCIPLINE BY CONSENT

{¶1} This matter was submitted to the hearing panel pursuant to a consent to discipline agreement filed by the parties on April 14, 2016. The agreement was considered by a hearing panel consisting of McKenzie K. Davis, Lawrence A. Sutter III, and Tim L. Collins, chair.

{¶2} The hearing panel finds that this agreement was filed on a timely basis and conforms to the requirements of Gov. Bar R. V, Section 16. The panel recommends acceptance of the agreement including the statement of facts and the violations of the following Rules of Professional Conduct:

- *Prof. Cond. R. 8.4(b)* [an illegal act that reflects adversely on the lawyer's honesty or trustworthiness];
- *Prof. Cond. R. 8.4(c)* [conduct involving dishonesty, fraud, deceit, or misrepresentation];
- *Prof. Cond. R. 8.4(d)* [conduct prejudicial to the administration of justice].

{¶3} The panel concurs in and finds the stipulated aggravating factors of a selfish or dishonest motive and the commission of multiple offenses, and the stipulated mitigating factors of no prior discipline¹, full and free disclosure and cooperation in the disciplinary process, imposition of other penalties and sanctions, and remorse and acknowledgement of wrongdoing.

¹ The Supreme Court imposed an interim felony suspension against Respondent based on the criminal conviction that forms the basis for this disciplinary action. *In re Ames*, 2015-Ohio-5100.

{¶4} The panel has reviewed the sanction recommended by the parties and the case law cited in support. The panel also reviewed cases involving similar acts of misappropriation, each of which involves misconduct more egregious than the present matter.² The panel also reviewed the April 20, 2016 decision in *Disciplinary Counsel v. Thomas*, 2016-Ohio-1582, wherein the respondent misappropriated more than \$200,000 over a six-year period while serving as a court-appointed guardian and filed false inventories with the probate court. The Supreme Court indefinitely suspended Thomas and denied credit for time served under the interim felony suspension. As to the denial of credit for time served, the Court specifically referenced the magnitude of Thomas' theft from vulnerable wards, the duration of his misconduct, and his failure to make full restitution. *Id.* at ¶17.

{¶5} By contrast, Respondent's conduct involved a single theft of \$8,100, which is the only ethical misstep in more than 45 years of practice, and his sole means of support from which he is able to make restitution is a Social Security benefit of \$2,196 per month.

{¶6} Accordingly, the panel adopts the recommendation of the parties and recommends that Respondent be suspended from the practice of law for a period of two years, with the final six months stayed, and that Respondent receive credit for time served under the interim felony suspension imposed on December 10, 2015. The stayed suspension and reinstatement to the practice of law shall be conditioned on compliance with the criminal restitution order and no further misconduct.

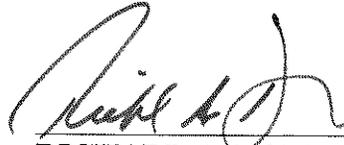
BOARD RECOMMENDATION

Pursuant to Gov. Bar R. V, Section 12, the Board of Professional Conduct of the Supreme Court of Ohio considered this matter on June 3, 2016. The Board voted to accept and

² *Akron Bar Assn. v. Dietz*, 2006-Ohio-1067; *Disciplinary Counsel v. Cantrell*, 2010-Ohio-2114; and *Disciplinary Counsel v. Zapor*, 2010-Ohio-5769.

adopt the agreement entered into by Relator and Respondent and recommends imposition of a two-year suspension, with the final six months stayed, and that Respondent receive credit for time served under the felony suspension imposed on December 10, 2015. The stayed suspension and reinstatement to the practice of law shall be conditioned on compliance with the criminal restitution order and no further misconduct. The Board further recommends that Respondent be 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 recommendation as that of the Board.

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

RICHARD A. DOVE, Director

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

**In re:
Complaint against**

**Arthur Arould Ames, Esq.
910 Harman Avenue
Dayton, Ohio 45419-3434**

Attorney Reg. No. 0018227

Respondent

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

Relator

CASE NO. 15-079

FILED

APR 14 2016

BOARD OF PROFESSIONAL CONDUCT

AGREEMENT FOR CONSENT TO DISCIPLINE

INTRODUCTION

Relator and Respondent Arthur Arould Ames (“respondent”) submit the following Agreement, which contains stipulations of fact, disciplinary rule violations, mitigation, aggravation, sanction and exhibits.

STIPULATED FACTS

1. Respondent, Arthur Arould Ames, was admitted to the practice of law in the state of Ohio on October 16, 1969.

2. At all times relevant to this proceeding, respondent was subject to the Ohio Rules of Professional Conduct and to the Supreme Court Rules for the Government of the Bar of Ohio.
3. On August 4, 2015, respondent was indicted by the Highland County Grand Jury and was charged in the Highland County Court of Common Pleas in *State of Ohio v. Arthur Ames*, Case No. 15 CR 0190, with one count of theft by deception, a fourth-degree felony, in violation of R.C. § 2913.02(A)(3), and with one count of falsification, a first-degree misdemeanor, in violation of R.C. § 2921.13(A)(10).
4. Respondent was executor of the estate of his late brother in the probate proceeding entitled *Estate of Weston David Ames*, Highland County Probate Court Case No. 2013-1053. Weston David Ames had died on February 21, 2013.
5. The beneficiaries of Weston David Ames' estate consisted of respondent and the decedent's two daughters, Lesle Zayat and Aerin Sandstrom, each of whom were to share equally in the assets of the estate.
6. The theft charges against respondent arose from his misappropriation of \$8,140.39 of his nieces' share of the proceeds from the *Estate of Weston David Ames*.
7. The falsification charge arose from respondent's statement in the First and Final Accounting filed May 27, 2015 in the *Estate of Weston David Ames*, Case No. 2013-1053, in which he falsely represented to the court that he had the consent of the other beneficiaries (i.e., Lesle Zayat and Aerin Sandstrom) to distribute additional funds to himself from the estate.
8. On November 5, 2015, respondent pled guilty to an amended charge of theft by deception, a fifth-degree felony, in violation of R.C. § 2913.02(A)(3). Respondent further agreed to

waive his executor's fee in the amount of \$2,500 and to make restitution in the amount of \$5,640.39.

9. In light of respondent's guilty plea to a violation of R.C. § 2913.02(A)(3), the prosecuting attorney dismissed the falsification charge against him.
10. On December 9, 2015, the court sentenced respondent to a period of three years of community control and ordered him, among other things, to (a) pay restitution to the *Estate of Weston David Ames* in the amount of \$5,640.39 through the Victim Restitution Escrow Account at the rate of \$160 per month, with full restitution to be completed by December 1, 2018; and (b) perform 400 hours of community service at the rate of 20 hours per week for 20 consecutive weeks.
11. By order filed December 10, 2015 in Case No. 2015-1956, the Supreme Court imposed an interim felony suspension upon respondent in accordance with Gov. Bar R. V(18)(A)(4), suspending respondent from the practice of law in Ohio pending the investigation, initiation and completion of this disciplinary proceeding against him. Respondent has remained suspended at all times since that date.
12. Respondent is currently 72 years of age. His sole income consists of his monthly social security benefit in the net amount of \$ 2,196.00.

STIPULATED RULE VIOLATIONS

Respondent admits that, by his conduct as set forth in Paragraphs 3 through 11 of the Stipulated Facts in this Agreement for Consent to Discipline, he violated the following provisions of the Ohio Rules of Professional Conduct:

- (a) By misappropriating funds from the *Estate of Weston David Ames* in violation of R.C. § 2913.02(A)(3), respondent violated Prof. Cond. R. 8.4(b) [a lawyer shall not commit an illegal act that reflects adversely on the lawyer's honesty or trustworthiness];
- (b) By misappropriating funds from the *Estate of Weston David Ames*, respondent violated Prof. Cond. R. 8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation]; and
- (c) By engaging in conduct that interfered with and impeded the proper administration of the *Estate of Weston David Ames* and that required the initiation of criminal proceedings against him, respondent violated Prof. Cond. R. 8.4(d) [a lawyer shall not engage in conduct that is prejudicial to the administration of justice].

STIPULATED EXHIBITS

- Exhibit 1 Respondent's Attorney Registration
- Exhibit 2 Indictment filed August 4, 2015 in *State of Ohio v. Arthur Ames*, Case No. 15 CR 0190
- Exhibit 3 Judgment Entry filed December 9, 2015 in *State of Ohio v. Arthur Ames*, Case No. 15 CR 0190
- Exhibit 4 Supreme Court order filed December 10, 2015 in *In re: Arthur Arould Ames*, Case No. 2015-1956
- Exhibit 5 Last Will and Testament of Weston David Ames
- Exhibit 6 Inventory and Appraisal filed June 24, 2013 in *Estate of Weston David James*, Highland County Probate Court Case No. 20131053
- Exhibit 7 First and Final Accounting filed May 27, 2015 in *Estate of Weston David Ames*, Highland County Probate Court Case No. 20131053
- Exhibit 8 Application for Executor/Administrator Fee in *Estate of Weston David Ames*, Highland County Probate Court Case No. 20131053

- Exhibit 9 Letter dated May 14, 2015 to Lesle Zayat from Christopher F. Cowan, Esq. and enclosed proposed Cognovit Note
- Exhibit 10 First and Final Fiduciary's Account with attached payment schedule for Lesle Zayat dated May 13, 2015
- Exhibit 11 Letter from respondent dated July 14, 2015

AGGRAVATING FACTORS

1. **Dishonest or Selfish Motive [Gov. Bar R. V(13)(B)(2)]:** Respondent misappropriated at least \$8,140.39 from his nieces' share of the *Estate of Weston David Ames* for his own use and purposes. Respondent sought to conceal his misappropriation of the funds by falsely representing to the probate court in his First and Final Accounting that he had the consent of his nieces to distribute additional funds to himself from the estate.
2. **Multiple Offenses [Gov. Bar R. V(13)(B)(4)]:** Respondent's misappropriation of funds from the *Estate of Weston David Ames* and his subsequent attempt to conceal that misappropriation by falsely claiming that he had his nieces' consent for the additional distribution of funds to himself constitute multiple offenses.

MITIGATING FACTORS

1. **Absence of Prior Disciplinary Record [Gov. Bar R. V(13)(C)(1)]:** Respondent has been admitted to the practice of law in Ohio since October 16, 1969 and has no record of previous discipline.
2. **Full and Free Disclosure/Cooperative Attitude Toward Proceedings [Gov. Bar R. V(13)(C)(4)]:** Respondent admitted his misappropriation of funds from the *Estate of Weston David Ames* during relator's investigation of the underlying grievance in this matter and has participated and cooperated with relator and the Board throughout this proceeding.
3. **Imposition of Other Penalties or Sanctions [Gov. Bar R. V(13)(C)(6)]:** As a result of respondent's criminal conviction, he has been sentenced to community control for a period of three years, has been ordered to make restitution in the amount of \$5,640.39 at the rate of \$160.00 per month. To date, respondent has made restitution payments in the amount of \$670.00.
4. **Remorse and Acknowledgement of Wrongdoing:** Throughout this disciplinary proceeding, as well as in the criminal proceeding, respondent has acknowledged his wrongdoing and has expressed sincere remorse both for the conduct and for the harm that it has caused to his nieces and to the administration of justice.

STIPULATED RECOMMENDED SANCTION

The parties agree and hereby jointly stipulate that, in light of respondent's admitted misconduct and the presence of significant mitigating circumstances, the appropriate sanction to be imposed upon respondent is a two-year suspension with six months stayed and credit for the period of his interim felony suspension.

In stipulating to this recommended sanction, the parties have been guided by the cases discussed below.

In *Disciplinary Counsel v. Kraemer*, 126 Ohio St.3d 163, 2010-Ohio-3300, an attorney who had been admitted to the practice of law for ten years, pled guilty to one count of theft, a fifth-degree felony, as a result of his misappropriation of \$7,157.10 in client fees belonging to the law firm in which he was employed. The attorney was sentenced to three years of community control, fined \$1,000 and ordered to pay restitution to his former employer. *Id.*, at ¶¶ 1-2, 4. The parties stipulated, and the panel and board found, that the respondent's conduct violated Prof. Cond. R. 8.4(b) [prohibiting a lawyer from committing an illegal act that reflects adversely on his honesty or trustworthiness]; Prof. Cond. R. 8.4(c) [prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit or misrepresentation]; Prof. Cond. R. 8.4(d) [prohibiting a lawyer from engaging in conduct that is prejudicial to the administration of justice]; and Prof. Cond. R. 8.4(h) [prohibiting a lawyer from engaging in conduct that adversely reflects on the lawyer's fitness to practice law]. *Id.*, at ¶ 5.

In mitigation, the board and panel found that (a) the respondent had no prior discipline record; (b) he had made restitution; (c) he had a cooperative attitude toward the disciplinary proceedings; and (d) he had suffered the imposition of other penalties and sanctions. The board also found, in mitigation, that the respondent had good character and reputation and that he had

been diagnosed with “adjustment disorder with mixed conduct and emotion”. Finally, the board noted that the respondent had ceased his criminal activity before he was caught, that he admitted wrongdoing when confronted by the police and that he expressed sincere remorse at the hearing. *Id.*, at ¶ 8. The only aggravating factors found by the board were the respondent’s dishonest or selfish motive in stealing his employer’s funds and his pattern of misconduct involving multiple offenses. *Id.*, at ¶ 9.

Although the Supreme Court adopted the board’s and panel’s findings of fact and conclusions regarding the respondent’s misconduct, it rejected the board’s recommendation of a two-year stayed suspension, concluding that the respondent’s conduct warrants an actual suspension from the practice of law. However, in light of the fact that the respondent had accepted responsibility and expressed sincere remorse for his conduct, that his offenses occurred over a short period of time and that the amount misappropriated was only \$7,157.10, the Court suspended respondent for two years, with one-year stayed, and also credited one year of respondent’s interim suspension against the one year of actual suspension, thereby allowing the respondent attorney to immediately apply for reinstatement. *Id.*, at ¶¶ 5, 14-15.

In *Disciplinary Counsel v. Niles*, 126 Ohio St.3d 23, 2010-Ohio-2517, an attorney who had been admitted to the practice of law for 15 years and was employed as the Champaign County Municipal Court clerk, pled guilty to theft in office and tampering with records. She was sentenced to ten days in jail and three years of community control, fined in the amount of \$400 and ordered to complete 100 hours of community service. She was also ordered to pay restitution in the amount of \$5,483.60, which included both the amount of money that she had stolen (i.e., \$365.50), plus the cost of the audit that was conducted to determine the amount of her theft. *Id.*, at ¶¶ 1, 7. The stipulated facts indicated that, on two days in April 2007, in the

course of her employment as the Municipal Court clerk, respondent accepted and retained cash payments of pending court fines from defendants. She concealed the thefts by issuing paper receipts in lieu of the court's standard computerized receipts and by later destroying the office copies of the receipts. Moreover, when she was confronted about the thefts, she denied them. As a result, an audit was conducted and it was determined that respondent had stolen \$365.50. Respondent testified that, at the time of the thefts, she was drinking on a daily basis and was taking Vicodin, Zoloft and Xanax. *Id.*, at ¶¶ 6-7.

The panel and board found that the respondent's conduct violated Prof. Cond. R. 8.4(c), 8.4(d) and 8.4(h). The Supreme Court adopted those conclusions but also found that respondent's conduct violated Prof. Cond. R. 8.4(b). *Id.*, at ¶ 8.

In mitigation, the parties stipulated and the board found multiple mitigating factors, including (a) absence of prior disciplinary record; (b) timely good-faith effort to make restitution; (c) cooperative attitude toward the disciplinary proceedings; (d) imposition of other sanctions; and (e) respondent's chemical dependency. *Id.*, at ¶¶ 10-12. The only aggravating factor found by the board was respondent's initial denial of wrongdoing when she was confronted by her employer. However, the board found that "her remorseful and courageous admissions recounted at the hearing more than compensate for this single aggravating element." *Id.*, at ¶ 13.

The Supreme Court adopted the board's disciplinary recommendation that respondent be suspended from the practice of law for a period of two years with the entire period of suspension stayed in light of the time served by respondent on her interim felony suspension. The Court also ordered respondent to continue to abide by the conditions of her OLAP contract and that a law practice monitor be appointed at the time she resumes the practice of law. *Id.*, at ¶ 19.

Finally, in *Disciplinary Counsel v. Muntean*, 127 Ohio St.3d 427, 2010-Ohio-6133, an attorney who had been admitted to the practice of law for five years, pled guilty to fourth-degree grand theft. *Id.*, at ¶¶ 1-2. The stipulated facts established that the respondent became treasurer of the Summit County Court Appointed Special Advocates (“CASA”) board in January 2008. As treasurer, only respondent could sign CASA checks and use the CASA board’s debit card. Commencing in September 2008, respondent began using CASA funds for his personal expenses and, within a few months, had converted nearly \$50,000 for his own use. He tried to hide his activities from fellow board members by ignoring their repeated requests for CASA’s financial records. Respondent’s thefts were discovered when the financial records were obtained by other means. Following conviction, respondent was sentenced to six months’ incarceration, but the sentence was suspended on several conditions, including that respondent make full restitution to CASA. *Id.*, at ¶ 5. The board found that respondent’s conduct violated Prof. Cond. R. 8.4(b), 8.4(c) and 8.4(h) and recommended that he be indefinitely suspended from the practice of law with credit for the period of his interim felony suspension. *Id.*, at ¶ 4.

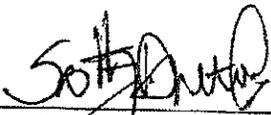
In mitigation, the board found that respondent had made full restitution to CASA, that he had no prior disciplinary record and that he had cooperated with the disciplinary process. In aggravation, the board found that respondent had a dishonest or selfish motive, that he engaged in a pattern of misconduct and that he committed multiple offenses. Additionally, the Supreme Court commented that the evidence established that respondent accepted full responsibility for his actions, that he appreciated the wrongfulness of his conduct and that he expressed remorse for it. *Id.*, at ¶¶ 6-7. In light of the totality of the circumstances, the Supreme Court adopted the board’s recommendation and indefinitely suspended respondent from the practice of law with credit given for the period of his interim felony conviction. *Id.*, at ¶¶ 10-13.

The parties respectfully submit that respondent's admitted misconduct in the current proceeding is substantially analogous to the misconduct in *Disciplinary Counsel v. Kraemer, supra*, in terms of both the amount misappropriated, the rule violations resulting from the misconduct and the balance of mitigating and aggravating circumstances. The parties particularly note that respondent has been admitted to practice law for approximately 45 years without prior discipline, which respondent Kraemer had only been admitted to practice for ten years. However, unlike Kraemer, respondent has not yet made full restitution of the misappropriated funds because he does not have the present financial ability to do so. Nevertheless, respondent is making regular monthly restitution payments.

CONCLUSION

Based upon the foregoing, the parties stipulate in this Agreement for Consent to Discipline to the following a two-year suspension with six months stayed and with credit for the period of respondent's interim felony suspension, which commenced on December 10, 2015. The parties further recommend that respondent be ordered not to engage in future misconduct.

The above are stipulated to and entered into by agreement of the undersigned parties on this 14th day of April, 2016.



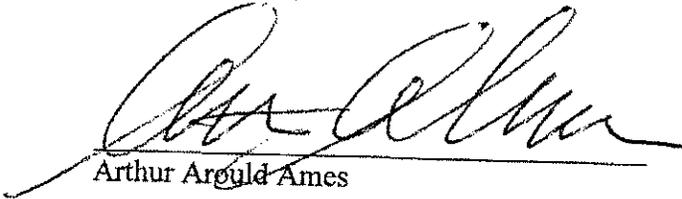
Scott J. Drexel (0091467)
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(614) 461-0256
(614) 461-7205 – fax
scott.drexel@sc.ohio.gov
Relator



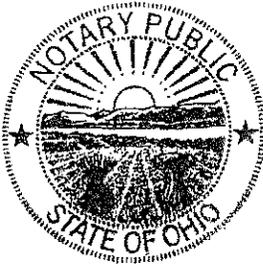
Arthur Arould Ames (0018227)
910 Harman Avenue
Dayton, Ohio 45419-3434
(937) 818-2109
bubbaames@aol.com
Respondent

9. I understand that the Supreme Court of Ohio has the final authority to determine the appropriate sanction for the misconduct that I have admitted in this Agreement.

FURTHER AFFIANT SAYETH NAUGHT.


Arthur Arguld Ames

**SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS
14th DAY OF April 2016.**



AMANDA J. ZENNIE, Notary Public
in and for the State of Ohio
My Commission Expires Jan. 1, 2018


Notary Public

My commission expires Jan. 1st, 2018

Center Source

Please note that inclusion in this list does not necessarily mean that the person is in good standing with the Supreme Court or permitted to practice law in the state of Ohio. It also does not mean that the person has not been sanctioned by the Supreme Court pursuant to Gov. Bar R. VI or Gov. Bar R. X. To determine the status of a person listed in this data base, please contact the Attorney Registration and CLE Section at 614.387.9320.

Items included in the section marked Confidential may not be released to anyone.

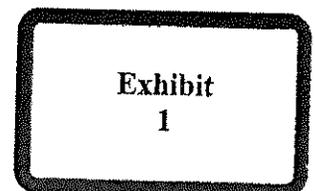
Arthur Arould Ames

Current Registration:	Not Required	01/04/2016	Missing Previous Biennium:	Yes
Reason if NOT REQUIRED:	Suspended	Last Discipline:	Felony Suspension	12/10/2015
Ohio Admission:	10/16/1969			
Registration Number:	0018227			
Attorney Title:	Attorney at Law			
Employer:	Arthur A Ames, Esq			
Employer Address:	910 Harman Avenue Dayton, OH 45419-3434			
Employer Phone:	937-221-8413			
County:	Montgomery	Preferred Mail To Addr: Residence		
Date of Birth:	01/24/1944			
Law School:	Ohio Northern University			
How Admitted:	By Exam	Journal: 49	Page: 574	
Gender:	Male			
	Confidential			
SSN #:	[REDACTED]			
Residence Address:	910 Harman Ave Dayton, OH 45419-3434			
County:	Montgomery			
Email:	bubbaames@aol.com			

Exams	CLE Enforce	Registration Trans	Discipline Trans	Names
New Search	Previous Search List			

Questions or Comments: [Attorney Registration and CLE Section, 614.387.9320](mailto:Attorney.Registration.and.CLE.Section@614.387.9320)

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- www.SupremeCourt.Ohio.Gov



COURT OF COMMON PLEAS
PROBATE & JUVENILE DIVISIONS

HIGHLAND COUNTY COURTHOUSE
105 North High Street
Hillsboro, Ohio 45133

KEVIN L. GREER, Judge

Telephones: (937) 393-9981
(937) 393-9982
Fax: (937) 393-0926



August 5, 2015

RECEIVED
SLS ✓
AUG 07 2015
05-0822
Disciplinary Counsel
Supreme Court of Ohio

Scott Drexel, Disciplinary Counsel
250 Civic Center Drive, Suite 325
Columbus, OH 43215-7411

RE: Arthur Ames
Estate of Weston David Ames
Case #20131053

Mr. Drexel,

On August 4, 2015, The Highland County Grand Jury returned an Indictment against Arthur Ames. I have enclosed a copy of the Indictment and have faxed the same to your office.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin L. Greer", written over a horizontal line.

JUDGE KEVIN L. GREER

Exhibit
2

Case No: 15 CR 0190
July Term, 2015
Highland County, Ohio

On this _____ day of _____, 2015
the within named _____

THE STATE OF OHIO

Plaintiff,
vs.

ARTHUR AMES,
Defendant.

defendant arraigned
and pleads _____
guilty to this indictment.

DWIGHT O. HODSON
Clerk

BY: _____
Deputy

INDICTMENT FOR

- 1) Theft by Deception §2913.02(A)(3), F4
- 2) Falsification §2921.13(A)(10), M1

Prosecuting Attorney
[Signature]
A True Bill
[Signature]
Foreman of the Grand Jury

This Bill of Indictment
found upon testimony sworn and
sent before the Grand Jury at
the request of the Prosecuting
Attorney.

[Signature]
Foreman of the Grand Jury

Filed FILED
COMMON PLEAS COURT
HIGHLAND COUNTY, OHIO

Clerk AUG 04 2015

BY [Signature]
Deputy
HIGHLAND COUNTY CLERK OF COURTS

IN THE COURT OF COMMON PLEAS, HIGHLAND COUNTY, OHIO

STATE OF OHIO,
Plaintiff,

CASE NO: 15 CR 0190

v.

INDICTMENT CHARGING:

ARTHUR AMES,
Defendant.

- 1) Theft by Deception §2913.02(A)(3), F4
- 2) Falsification §2921.13(A)(10), M1

IN THE JULY 2015 TERM,
OF THE GRAND JURY
OF HIGHLAND COUNTY, OHIO

.....

FILED
COMMON PLEAS COURT
HIGHLAND COUNTY, OHIO

AUG 04 2015

INDICTMENT

Crim. Rule 6, 7

D. J. Hodson
HIGHLAND COUNTY CLERK OF COURTS

The Grand Jurors of this County, in the name and by the authority of the State of Ohio, upon their oath, do find and present that:

COUNT ONE:

On or about the period of February 21, 2013 and continuing through June 1, 2015 and in Highland County, Ohio Arthur Ames did, with the purpose to deprive Leslie Zavatt and Aerin Sandstrom, the owners of property, knowingly obtain or exert control over said property, to wit: \$8,140.39 in currency, in an amount equal to or greater than \$7,500.00 but less than \$150,000.00 by deception

in violation of §2913.02(A)(3) O.R.C. and against the peace and dignity of the State of Ohio.

COUNT TWO:

On or about the period of May 27, 2015 and in Highland County, Ohio Arthur Ames knowingly make a false statement or knowingly swear or affirm the truth of a false statement previously made and the statement is knowingly made to a probate court in connection with any action, proceedings, or other matter within its jurisdiction, either orally or in a written document, including but not limited to, an application, petition, complaint, or other pleading or an inventory, account, or report

in violation of §2921.13(A)(10) O.R.C. and against the peace and dignity of the State of Ohio.

Anneka P. Collins

Anneka P. Collins #0079572
Highland County Prosecutor
Molly Bolek #0084179
James Roeder #0076947
Asst. Highland County Prosecutor
112 Governor Foraker Place
Hillsboro, OH 45133
937-393-1851

The State of Ohio, Highland County.

I, the undersigned, Clerk of Court of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the original indictment, with the endorsements thereon, now on file in my office.

WITNESS my hand and the seal of said Court, at Hillsboro, Highland County, Ohio.

Hillsboro Ohio, this _____ day
of _____, 2015

Dwight O. Hodson
Clerk

By: _____
Deputy

IN THE COURT OF COMMON PLEAS, HIGHLAND COUNTY, OHIO

STATE OF OHIO

CASE NO: 15 CR 0190

Plaintiff

SJD:
RECEIVED
BS-2587
DEC 21 2015

JUDGMENT ENTRY
IMPOSING COMMUNITY
CONTROL SANCTIONS

FILED
COMMON PLEAS COURT
HIGHLAND COUNTY, OHIO

DEC 09 2015

[Signature]
HIGHLAND COUNTY CLERK OF COURTS

Disciplinary Counsel
Supreme Court of Ohio

v.

ARTHUR AMES :

Defendant

This case came on for sentencing this 9th day of DECEMBER 2015 before the Court. Defendant appeared in open Court represented by PRO SE Attorney at Law, of _____, Ohio. Highland County Prosecuting Attorney Aneka P. Collins / Assistant Highland County Prosecuting Attorney Molly Bolek/Assistant Prosecuting Attorney James Roeder appeared on behalf of the State of Ohio. The defendant was afforded all rights provided by Criminal Rule 32.

The Court has considered the record in this, the statements of counsel and the Defendant, any victim impacts statements, and the pre-sentence report, as well as all factors required by R.C. 2929.11 and R.C. 2929.12.

The Court finds that the defendant has been convicted by plea/trial verdict of:

THEFT BY DECEPTION a violation of R.C. 913.02, a 1st degree felony;
_____ a violation of R.C. _____, a _____ degree felony;
_____ a violation of R.C. _____, a _____ degree felony;
_____ a violation of R.C. _____, a _____ degree felony;

It is the order of the Court that the Defendant is hereby sentenced to a period of 3 years of community control under the supervision and control of the Adult Probation Department of the Adult Parole Authority (APA), and the Defendant is hereby ordered to comply with the following conditions and terms of said community control:

1. Defendant shall obey all federal, state and local laws and ordinances of all jurisdictions including other states. Defendant shall conduct himself/herself in a law abiding manner at all times.
2. Defendant shall report to his/her supervising officer with APA when and as directed, and will be truthful in all statements given to APA and all answers to questions asked by his/her supervising officer regarding the conditions of community control.
3. Defendant shall keep his/her supervising officer advised of his/her residence and place of employment at all times. He/she shall not change his/her residence or employment without prior permission of his/her supervising officer.
4. Defendant shall not leave the State of Ohio without prior written permission of his/her supervising officer.
5. Defendant shall not enter upon the grounds of any local, city, state or federal correctional facility nor communicate or attempt to communicate in any way with any inmate or prisoner in such a facility without prior written permission of his/her supervising officer.

*ex cept for contact with current court clients
in Carcerated.*

Exhibit
3

6. Defendant shall purchase, possess, own, use or have under his/her control any type of firearms, ammunition, dangerous ordinance, or weapons of any type including without limitation, chemical agents, toxic agents, electronic devices, explosive devices, pyrotechnic devices or knives or tools with bladed edges. Defendant may own, use or have possession of knives or tools with bladed edges in connection with the Defendant's work if approved in writing by his/her supervising officer.
7. Defendant shall not purchase, possess, use or have under his/her control any type of controlled substances, drugs of abuse or any instrument, device or thing that may be used to use or administer drugs or prepare them for use or administration except for those for which he/she has a lawful prescription a copy of which must be provided to the supervising officer within 24 hours of its receipt. Defendant shall submit to drug testing when and as requested by APA.
8. Defendant shall not purchase, possess, use or have under his/her control any type of alcoholic beverages and shall not be present in places where alcoholic beverages are sold or where they are being consumed even if otherwise lawful.
9. Defendant shall not associate with any of his/her codefendants in this case nor with any other persons who have a criminal record, are members of a gang or other criminal group, or any other person who has in the past or could in the future influence the Defendant to commit a criminal offense or to violate his/her conditions of community control supervision unless approved in writing by the supervising officer. This includes family members excluding those who were residing with the Defendant prior to the commission of the offense.
10. Defendant may not after the date of this order, marry or establish co-habitation in a common law marriage type relationship with another person without the written permission of his/her supervising officer.
11. Defendant shall report any conviction, arrest, citation or other charge of violation of law or other contact with law enforcement officers no later than the next business day after the occurrence *except in connection with common law marital*
12. Defendant shall provide his/her supervising officer with financial information/records so that the ability to pay restitution, child support, fines, fees or costs can be reviewed by APA.
13. Defendant shall comply with all written conditions of the Adult Parole Authority, Adult Probation Department which are incorporated herein.
14. If the Defendant's supervising officer or other APA officer refers the Defendant for evaluation or assessment for any type of treatment, therapy, counseling, training or educational program, Defendant shall submit to such and if any type of treatment, therapy, counseling, training or educational program is recommended by the evaluator/assessor, Defendant shall enroll in and successfully complete the recommended program.
15. Defendant shall pay a monthly supervision fee of \$50.00 per month beginning to the Clerk of Courts to be credited to the county supervision fund.
16. Defendant shall pay the court costs of this action by 7-1-16.
17. Defendant shall perform 400 hours of community service at the rate of 20 hours per week for 20 consecutive weeks unless he/she is employed at least 20 hours per week, is a full time student or is documented by a physician or prior disability finding to be physically unable to perform said service
18. Defendant shall serve days in the Highland County Jail.
19. Defendant shall pay restitution through the Victim Witness Escrow Account in monthly payments as follows: in full by 12-1-18
Pay \$160 per month

20. Defendant shall comply with the following additional special conditions:

21. Defendant by accepting community control sanctions as stated in this order shall be deemed to have consented to a search without a warrant of his/her person, residence, vehicles owned by or used by him/her or any other property or place under his control or in which he/she is found by his/her supervising officer or other officer of the APA.

The Court further imposes the following sanctions and conditions upon the defendant:

Defendant shall pay a fine of \$ _____, to be paid by _____, 20__.

The Court hereby orders that the defendant's driver's license be suspended for a period of _____ commencing _____ 20__. The Court will consider granting the defendant limited driving privileges permitted by law upon proof of financial responsibility.

The following property is hereby forfeited:

The Clerk of Courts, Highland County, Ohio shall issue a Certificate of Title to _____ for the following vehicle(s): _____

Defendant is ordered to pay restitution of \$ 5,640.39 to ESTATE OF WEBSTER AMES

through the Victim Restitution Escrow Account of the Highland County Victim Witness Office and shall pay any service fees charged for that service.

Defendant is also ordered to pay the costs of prosecution. Pursuant to R.C. 2929.37, Defendant is also ordered to pay any costs of confinement he/she incurred while in the Highland County Jail.

If the Defendant fails to pay the costs or fails to timely make payments towards that judgment under a payment schedule approved by the court, the court may order the defendant to perform community service ~~in an amount of not more than forty hours per month~~ until the judgment is paid or until the court is satisfied that the defendant is in compliance with the approved payment schedule. If the court orders the defendant to perform the community service, the defendant will receive credit upon the judgment at the specified hourly credit rate per hour of community service performed, and each hour of community service performed will reduce the judgment by that amount.

The Court, in imposing this sentence, finds pursuant to Section 2929.11 to 2929.14 ORC, that if any of these community control sanctions are violated by the Defendant, the Court will impose a sentence of 12 months/years and a fine of \$ 2,500.00.

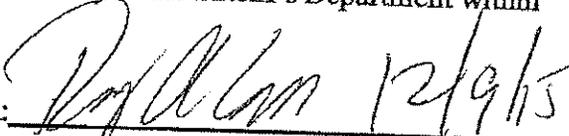
Post Release Control. If Defendant is sentenced to a term of imprisonment, in addition,

a period of supervision by the Adult Parole Authority after release from prison is (mandatory/optional) in this case. If the defendant is sentenced to prison for a felony 1 or felony sex offense, after his/her prison release he/she will have 5 years of post release control under conditions determined by the Parole Board. If the defendant is sentenced to prison for a felony 2 or a felony 3 which involved causing or threatening physical harm, he/she will have mandatory post release control for 3 years. If the defendant received prison for a felony 3, 4 or 5, he/she may be given up to 3 years of post release control. A violation of any post-release control rule or condition can result in a more restrictive sanction while the defendant is under post release control, and increased duration of supervision or control, up to the maximum term and re-imprisonment even though the defendant has served the entire stated prison term imposed upon them by this Court for all offenses. If the defendant violates conditions of supervision while under post release control, the Parole Board could return him/her to prison for up to nine months for each violation for a total of one-half of the defendant's originally stated prison term. If the violation is a new felony, the defendant could receive a prison term of the greater of one year or the time remaining on post release control, in addition to any other prison term imposed for the offense.

The defendant's surety, if any is discharged upon defendant's bail unless he/she is to serve a jail in which case it shall be discharged upon his/her reporting to the jail for execution of said jail term.

The Clerk of Courts shall forward a copy of this entry to the Sheriff's Department within five days.

ENTER:


Judge

Revised 10-8-13

I, Dwight Hodson, Clerk of the Court of Common Pleas, Highland County, State of Ohio, hereby certify that the above and foregoing is truly taken and copied from the original now on file in my office.

Witness my hand and seal of said Court this 17th day of Dec. of 2015.

DWIGHT HODSON, CLERK

By  Deputy

The Supreme Court of Ohio FILED

DEC 10 2015

In re: Arthur Arould Ames.

Case No. 2015-1956 CLERK OF COURT
SUPREME COURT OF OHIO

ORDER

On December 8, 2015, and pursuant to Gov.Bar R. V(18), the director of the Board of Professional Conduct filed with the Supreme Court a certified copy of a judgment entry of a felony conviction against Arthur Arould Ames, an attorney licensed to practice law in the state of Ohio.

Upon consideration thereof and pursuant to Gov.Bar R. V(18)(A)(4), it is ordered and decreed that Arthur Arould Ames, Attorney Registration No. 0018227, last known business address in Dayton, Ohio, is suspended from the practice of law for an interim period, effective as of the date of this entry.

It is further ordered that this matter is referred to disciplinary counsel for investigation and the commencement of disciplinary proceedings.

It is further ordered that respondent immediately cease and desist from the practice of law in any form and that respondent is forbidden to appear on behalf of another before any court, judge, commission, board, administrative agency, or other public authority.

It is further ordered that effective immediately, respondent is forbidden to counsel, advise, or prepare legal instruments for others or in any manner perform legal services for others.

It is further ordered that respondent is divested of each, any, and all of the rights, privileges, and prerogatives customarily accorded to a member in good standing of the legal profession of Ohio.

It is further ordered that before entering into an employment, contractual, or consulting relationship with any attorney or law firm, respondent shall verify that the attorney or law firm has complied with the registration requirements of Gov.Bar R. V(23)(C). If employed pursuant to Gov.Bar R. V(23), respondent shall refrain from direct client contact except as provided in Gov.Bar R. V(23)(A)(1) and from receiving, disbursing, or otherwise handling any client trust funds or property.

It is further ordered that pursuant to Gov.Bar R. X(13), respondent shall complete one credit hour of continuing legal education for each month, or portion of a month, of the suspension. As part of the total credit hours of continuing legal education required by Gov.Bar R. X(13), respondent shall complete one credit hour of instruction related to professional conduct required by Gov.Bar R. X(3)(B) for each six months, or portion of six months, of the suspension.

It is further ordered that respondent shall not be reinstated to the practice of law in Ohio until (1) respondent complies with the requirements for reinstatement set forth in the Supreme Court Rules for the Government of the Bar of Ohio, (2) respondent complies with this and all other

Exhibit

4

orders issued by this court, (3) respondent complies with the Supreme Court Rules for the Government of the Bar of Ohio, and (4) this court orders respondent reinstated.

It is further ordered by the court that within 90 days of the date of this order, respondent shall reimburse any amounts that have been awarded by the Lawyers' Fund for Client Protection pursuant to Gov.Bar R. VIII(7)(F). It is further ordered by the court that if after the date of this order, the Lawyers' Fund for Client Protection awards any amount against respondent pursuant to Gov.Bar R. VIII(7)(F), respondent shall reimburse that amount to the Lawyers' Fund for Client Protection within 90 days of the notice of that award.

It is further ordered that on or before 30 days from the date of this order, respondent shall do the following:

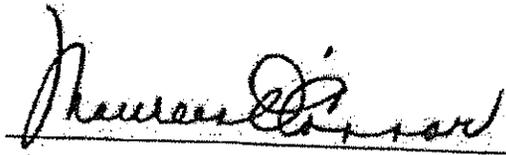
1. Notify all clients being represented in pending matters and any co-counsel of respondent's suspension and consequent disqualification to act as an attorney after the effective date of this order and, in the absence of co-counsel, also notify the clients to seek legal service elsewhere, calling attention to any urgency in seeking the substitution of another attorney in respondent's place;
2. Regardless of any fees or expenses due, deliver to all clients being represented in pending matters any papers or other property pertaining to the client or notify the clients or co-counsel, if any, of a suitable time and place where the papers or other property may be obtained, calling attention to any urgency for obtaining such papers or other property;
3. Refund any part of any fees or expenses paid in advance that are unearned or not paid and account for any trust money or property in respondent's possession or control;
4. Notify opposing counsel or, in the absence of counsel, the adverse parties in pending litigation of respondent's disqualification to act as an attorney after the effective date of this order and file a notice of disqualification of respondent with the court or agency before which the litigation is pending for inclusion in the respective file or files;
5. Send all notices required by this order by certified mail with a return address where communications may thereafter be directed to respondent;
6. File with the clerk of this court and disciplinary counsel of the Supreme Court an affidavit showing compliance with this order, showing proof of service of the notices required herein, and setting forth the address where the affiant may receive communications; and
7. Retain and maintain a record of the various steps taken by respondent pursuant to this order.

It is further ordered that respondent shall keep the clerk, and disciplinary counsel advised of any change of address where respondent may receive communications.

It is further ordered that all documents filed with this court in this case shall meet the filing requirements set forth in the Rules of Practice of the Supreme Court of Ohio, including requirements as to form, number, and timeliness of filings. All case documents are subject to Sup.R. 44 through 47, which govern access to court records.

It is further ordered that service shall be deemed made on respondent by sending this order, and all other orders in this case, to respondent's last known address.

It is further ordered that the clerk of this court issue certified copies of this order as provided for in Gov.Bar R. V(17)(D)(1) and that publication be made as provided for in Gov.Bar R. V(17)(D)(2).

A handwritten signature in black ink, appearing to read "Maureen O'Connor", written over a horizontal line.

Maureen O'Connor
Chief Justice

2013 MAR 21 AM 11:47

KEVIN L. GREER
PROBATE JUDGE
LAST WILL AND TESTAMENT

OF

WESTON DAVID AMES

I, WESTON DAVID AMES, of 7321 Tiki Dr., Cincinnati, OH. 45243-2042, do hereby make this my Last Will and Testament, intending to dispose of all my property upon my death, revoking all other and former Wills, testaments and codicils made by me.

ITEM I. All of my estate I grant to my daughters, Aerin Heather Ames of Columbus, Ohio, and Leslie Brook Ames, of San Francisco, California, and my brother Arthur A. Ames, of Dayton, Ohio, equally and per stirpes.

ITEM II. It is my express desire, and I direct my Executor to assure that my body is not buried in the ground. My Executor is instructed to assure that my body is cremated, that I have a military funeral, and that my ashes are scattered in the Atlantic or Pacific Ocean. It is my further express desire that an old fashioned Irish wake, with plenty of drinking and carrying on, be held to toast my good deeds and bad, and that the people be asked to speak of me, whether they be friend or foe.

ITEM III. (a) I nominate and request the Court to appoint, without bond, my brother, Arthur A. Ames, as the Executor of this my Last Will and Testament.

(b) In the event that my said brother should predecease me, fail to qualify or refuse to serve as my Executor, then I nominate and request the Court to appoint, without bond, my daughter, Leslie Brook Ames, as Executrix of this my Last Will and Testament.

(c) I hereby authorize and empower my fiduciary appointed under this Item to compound, compromise, settle and adjust all claims and demands in favor of or against my estate and to sell at private or public sale, at such prices and upon such terms of credit or otherwise as said fiduciary may deem best, the whole or any part of my real or personal property and to execute, acknowledge, and deliver deeds and other proper instruments of conveyance thereof to the purchaser or purchasers. In addition, I authorize my said fiduciary to borrow money and to pledge or mortgage my property as security therefore, and to invest any funds on hand without Court approval being required. My said fiduciary, in the division or distribution of my estate, is hereby authorized to divide and distribute in kind, and for such purpose to determine the value of any such property and its character.

2013 MAR 21 AM 11:47

KEVIN L. GREER
PROBATE JUDGE
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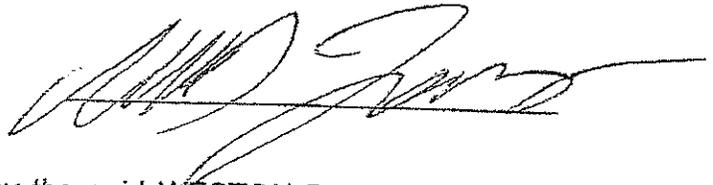
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LAST WILL AND TESTAMENT
WESTON DAVID AMES
Page 3.

this 14 day of ~~June~~ ^{AUG}, 2006. IN WITNESS WHEREOF, I have hereunto set my hand



Signed by the said WESTON DAVID AMES, who is known to us to possess a sound mind and memory, and by him acknowledged to be his Last Will and Testament, before us and in our presence, and by us subscribed as attesting witnesses in his presence and at his request and in the presence of each other this day of ~~June~~ ^{AUG} 2006.

April Bernard residing at 123 W. Main St.

Carol Mitchell residing at 123 W. Main St.

This instrument prepared by:
Arthur A. Ames, Esq.
Ames & Armstrong
Attorneys at Law
1311 Talbott Tower
Dayton, Ohio 45402
Tele: 937-461-4646

PROBATE COURT OF HIGHLAND COUNTY, OHIO
KEVIN L. GREER, JUDGE

ESTATE OF WESTON DAVID AMES

2013 JUN 26 PM 10: 04

CASE NO. 20131053

KEVIN L. GREER
PROBATE JUDGE

, DECEASED

INVENTORY AND APPRAISAL

[R.C. 2115.02 and 2115.09]

To the knowledge of the fiduciary the attached schedule of assets in decedent's estate is complete. The fiduciary determined the value of those assets whose values were readily ascertainable and which were not appraised by the appraiser, and that such values are correct.

The estate is recapitulated as follows:

Tangible personal property	\$	<u>12,000.00</u>
Intangible personal property	\$	<u>16,617.43</u>
Real property	\$	<u>42,500.00</u>
Total	\$	<u>71,117.43</u>

First automobile transferred to surviving spouse under R.C. 2106.18 value \$ 0.00

Second automobile transferred to surviving spouse under R.C. 2106.18 value \$ 0.00

Total value [not to exceed \$40,000.00] \$ _____

Insofar as it can be ascertained, an Ohio Estate Tax Return will will not be filed.

The fiduciary is also the surviving spouse of the decedent and waives notice of the taking of the inventory.

Attorney
Christopher F. Cowan

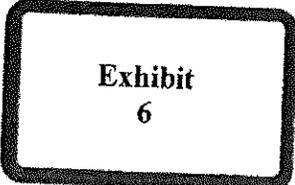
Fiduciary
Arthur A. Ames
Executor

Attorney Registration No. 0018232

APPRAISER'S CERTIFICATE

The undersigned appraiser agrees to act as appraiser of decedent's estate and to appraise the property exhibited truly, honestly, impartially, and to the best of the appraiser's knowledge and ability. The appraiser further says that those assets whose values were not readily ascertainable are indicated on the attached schedule by a check in the "Appraised" column opposite each such item, and that such values are correct.

Appraiser
Dale M. Martin, SRA
Southern Ohio Appraisers, LLC



[Reverse of Form 6.0]

CASE NO. 20131053

WAIVER OF NOTICE OF TAKING OF INVENTORY [R.C. 2115.04]

The undersigned surviving spouse hereby waives notice of the time and place of taking the inventory of decedent's estate.

Surviving Spouse

N/A

WAIVER OF NOTICE OF HEARING ON INVENTORY

[Use when notice is required by the Court or deemed necessary by the fiduciary]

The undersigned, who are interested in the estate, waive notice of the hearing on the inventory.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ENTRY SETTING HEARING

The Court sets _____ at _____ o'clock _____ M., as the date and time for hearing the inventory of decedent's estate.

Date

Probate Judge
Kevin L. Greer

PROBATE COURT OF HIGHLAND COUNTY, OHIO

ESTATE OF WESTON DAVID AMES

Deceased

CASE NO. 20131053 DOCKET _____

PAGE _____

FIRST AND FINAL ACCOUNTING

Page 1 of 7 pages.

[Following is an itemized statement of receipts and disbursements by the fiduciary in the administration of the estate.]

BEGINNING INVENTORY:

1.	Household goods and personal effects	\$ 3,000.00
2.	2003 Honda Element	9,000.00
3.	Residential real estate commonly known as 196 U.S. Highway 50, Hillsboro, OH 45133	42,500.00
4.	PNC Bank Checking No. XXX3096	15,020.07
5.	Merchants National Bank Savings No. XXX6125	<u>1,597.36</u>
	TOTAL BEGINNING INVENTORY	<u>\$ 71,117.43</u>

PNC BANK RECEIPTS:

2/28/13	Interest income	\$.11
3/1/13	KeyBank pension	150.10
3/29/13	Interest income	.10
4/1/13	KeyBank pension	150.10
5/1/13	KeyBank pension	150.10
6/3/13	KeyBank pension	150.10
7/1/13	KeyBank pension	150.10
8/1/13	KeyBank pension	<u>150.10</u>
	TOTAL RECEIPTS	<u>\$ 900.81</u>

Exhibit

7

ESTATE OF WESTON DAVID AMES
CASE NO. 20131053

FIFTH THIRD BANK RECEIPTS:

3/25/13	PNC Bank (wire transfer)	\$ 13,880.75
5/30/13	Fifth Third Bank (refund)	86.55
7/23/13	Proceeds from sale of real estate (see attached closing statement)	32,409.72
7/24/13	Refund from electric company	12.10
7/30/13	Auto Owners Insurance (refund)	330.76
8/2/13	Transfer to PNC Bank	1,725.58
8/19/13	Miscellaneous credit	80.00
9/20/13	Merchants Bank proceeds (to close account)	<u>1,597.80</u>
SUB-TOTAL FIFTH THIRD BANK RECEIPTS		\$ 50,123.26
10/9/14	Miscellaneous insurance refund	170.00
12/8/14	Car proceeds	<u>9,000.00</u>
TOTAL FIFTH THIRD BANK RECEIPTS		<u>\$ 59,293.26</u>

PNC BANK DISBURSEMENTS:

2/15/13	Miscellaneous	\$ 20.00
2/25/13	Direct TV	93.33
	Sears (miscellaneous)	111.93
	AT&T (telephone)	14.40
3/1/13	Bureau of Motor Vehicles (registration)	49.87
3/25/13	Fifth Third Bank (wire transfer)	13,880.75
3/25/13	Wire transfer fee	25.00
3/29/13	Interest withholding	.02
8/2/13	To close account (debit memo)	<u>1,725.58</u>
TOTAL PNC BANK DISBURSEMENTS		<u>\$ 15,920.88</u>

FIFTH THIRD BANK DISBURSEMENTS:

4/3/13	Deluxe Billing Check order (electronic withdrawal)	\$ 45.00
1001	Murray-Fetro Funeral Home (funeral expenses)	1,809.00
1002	Direct TV (satellite television)	93.33
1003	American Electric Power (hlp)	413.08
1004	Highland County Water Co. (water)	33.00

ESTATE OF WESTON DAVID AMES
CASE NO. 20131053

1005	AT&T (telephone)	15.90
1006	Aerin Heather Ames Sandstron (partial distribution)	<u>1,000.00</u>

SUB-TOTAL DISBURSEMENTS **\$ 3,409.31**

1007	Lesle Brooke Ames Zayat (partial distribution)	1,000.00
1008	Arthur A. Ames (partial distribution)	1,000.00
1009	Murray-Fetto Funeral Home (services)	15.95
1010	American Electric Power (hlp)	123.40
1011	Highland County Water Co. (water)	120.78
1012	Matt Greene (postage)	20.00
5/15/13	Deluxe Business System Product (electronic withdrawal)	86.55
6/11/13	Arthur A. Ames (partial distribution)	700.00
1013	Arthur A. Ames (partial distribution)	1,000.00
1014	Aerin Heather Ames Sandstron (partial distribution)	1,000.00
1015	Dale Martin (appraisal fees)	250.00
1016	Lesle Brooke Ames Zayat (partial distribution)	1,000.00
1017	Christopher F. Cowan (filing fees)	176.00
1018	Auto-Owners Insurance (automobile insurance)	512.15
1019	Auto-Owners Insurance (homeowner's insurance)	<u>363.26</u>

SUB-TOTAL DISBURSEMENTS **\$ 10,777.40**

7/17/13	Arthur A. Ames (partial distribution)	1,000.00
7/23/13	Arthur A. Ames (partial distribution)	1,000.00
7/21/13	Arthur A. Ames (partial distribution)	1,000.00
1020	Arthur A. Ames (partial distribution)	1,000.00
1021	Matt Greene (postage)	50.00
1022	Lesle Brooke Ames Zayat (partial distribution)	5,000.00
1023	Aerin Heather Ames Sandstron (partial distribution)	5,000.00
1024	American Electric Power (hlp)	80.90
7/23/13	Arthur A. Ames (partial distribution)	500.00
7/24/13	Arthur A. Ames (partial distribution)	500.00
7/24/13	Arthur A. Ames (partial distribution)	3,000.00
7/31/13	Arthur A. Ames (partial distribution)	<u>1,000.00</u>

SUB-TOTAL DISBURSEMENTS **\$ 29,908.30**

ESTATE OF WESTON DAVID AMES
CASE NO. 20131053

AUGUST 2013

NONE

SEPTEMBER 2013

1025	Auto-Owners Insurance (David's car insurance)	212.97
10/3/13	On-line transfer to Arthur A. Ames	1,000.00

OCTOBER 2013

1026	KeyBank reimbursement of retirement check	900.60
10/21/13	On-line transfer to Arthur A. Ames	1,000.00
10/31/13	On-line transfer to Arthur A. Ames	1,000.00

NOVEMBER 2013

12/4/13	On-line transfer to Arthur A. Ames	1,000.00
12/9/13	On-line transfer to Arthur A. Ames	1,000.00

DECEMBER 2013

12/30	On-line transfer to Arthur A. Ames	1,000.00
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JANUARY 2014

1/21	On-line transfer to Arthur A. Ames	1,000.00
2/3	On-line transfer to Arthur A. Ames	1,000.00

FEBRUARY 2014

2/26	On-line transfer to Arthur A. Ames	1,000.00
3/10	On-line transfer to Arthur A. Ames	1,000.00
3/17	On-line transfer to Arthur A. Ames	<u>1,000.00</u>

SUB-TOTAL DISBURSEMENTS

\$ 42,021.87

MARCH 2014

NONE

ESTATE OF WESTON DAVID AMES
CASE NO. 20131053

APRIL 2014

1027	White Allen Honda (David's car repair)	2,224.01
1028	Sandy's Towing (Honda from White Allen to House)	69.71

MAY 2014

NONE

JULY 2014

1029	Ohio Treasurer Josh Mandel (license plate sticker)	65.75
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AUGUST 2014

8/5	On-line transfer to Arthur A. Ames	500.00
-----	------------------------------------	--------

SEPTEMBER 2014

8/18	On-line transfer to Arthur A. Ames	200.00
------	------------------------------------	--------

OCTOBER 2014

1030	Beverly Ames (reimbursement for insurance payment on David's Honda)	192.13
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DECEMBER 2014

12/3/14	On-line transfer to Arthur A. Ames	75.00
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MAY 2015

5/5/15	Bank service charge	40.00
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TOTAL DISBURSEMENTS

\$ 45,388.47

ESTATE OF WESTON DAVID AMES
CASE NO. 20131053

PNC CHECKING RECONCILIATION:

Beginning inventory	\$ 15,020.07
Plus receipts	900.81
Less disbursements	<u>(15,920.88)</u>
BALANCE	<u>NONE</u>

ESTATE CHECKING RECONCILIATION:

Beginning balance	\$ 0.00
Plus receipts	59,293.26
Less disbursements	<u>(45,388.47)</u>
BALANCE AS OF 4/17/15	<u>\$ 13,904.79</u>

RECONCILIATION:

Beginning Inventory	\$ 71,117.43
Plus PNC Bank receipts	900.81
Plus Fifth Third Bank receipts	59,293.26
Less PNC Bank disbursements	<u>(15,920.88)</u>
Less Fifth Third Bank disbursements	<u>(45,388.47)</u>
Less basis in home	<u>(42,500.00)</u>
SUB-TOTAL	\$ 27,502.15
Less transfer of household goods and personal effects	(3,000.00)
Less transfer of Merchants National Bank Savings to estate account	<u>(1,597.36)</u>
SUB-TOTAL	\$ 22,904.79
Less basis in car	<u>(9,000.00)</u>
BALANCE CASH ON HAND as of 4/17/15	\$ 13,904.79
Less Christopher F. Cowan (legal fee)	(2,500.00)
Less Arthur A. Ames (fiduciary fee)	(2,500.00)
Less Christopher F. Cowan (final court costs)	(177.96)
(Note: \$149.00 of the \$163.96 is sheriff's fee for Art's arrest; \$14.96 is the outstanding balance due to the court on the probate case; Final Accounting cost is \$12.00; Waivers are \$1.00 each)	

ESTATE OF WESTON DAVID AMES
CASE NO. 20131053

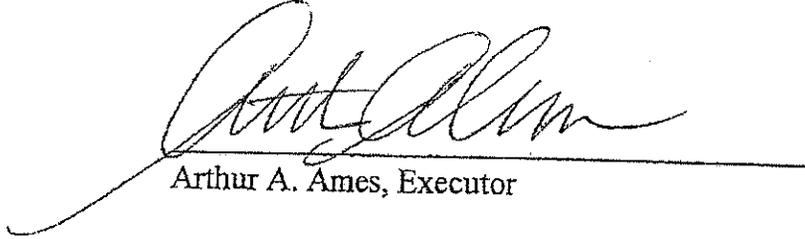
Less Christopher F. Cowan (CCH tax fees)	(198.00)
Less Lesle Brooke Ames Zayat (final distribution)	(4,264.41)
Less Aerin Heather Ames Sandstron (final distribution)	<u>(4,264.42)</u>

BALANCE

NONE

NOTE: See attached Schedule of Distributions, which reflects that beneficiary, Arthur A. Ames, received more than the other two (2) beneficiaries.

NOTE: Such beneficiaries have consented to such distribution amounts and Arthur A. Ames has agreed to repay each of them pursuant to the attached Cognovit Notes.



Arthur A. Ames, Executor

Form 13.1 - Receipts & Disbursements

**A. SETTLEMENT STATEMENT
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

B. TYPE OF LOAN: 1. FHA 2. FmHA 6. FILE NO: 7. LOAN NO: 8. MORTGAGE INSURANCE CASE NO:
3. CONV. UNINS 4. VA 5. CONV. INS. 13-DT-136

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BUYER: Walter A. Willey and Carolyn S. Willey
10540 Lois Lane
Hillsboro, OH 45133

E. NAME & ADDRESS OF SELLER: Estate of Weston David Ames
by Arthur A. Ames, Executor

F. NAME & ADDRESS OF LENDER: N/A

G. PROPERTY LOCATION: 6196 U.S. 50
Hillsboro, OH 45133

H. SETTLEMENT AGENT: Gregory Van Zant, Attorney
Van Zant Law Office
PLA CE OF SETTLEMENT: 110 N. High Street
Hillsboro, Ohio 45133

I. SETTLEMENT DATE: July 23, 2013
DISBURSEMENT DATE: July 23, 2013

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price:	35,000.00	401. Contract sales price:	35,000.00
102. Personal property		402. Personal property	
103. Settlement charges (line 1400)	445.50	403.	
104.		404.	
105.		405.	
106.		406.	
<i>Adjustments for items paid by seller in advance</i>		<i>Adjustments for items paid by seller in advance</i>	
107. City/town taxes		407. City/town taxes	
108. County taxes		408. County taxes	
109. Assessments		409. Assessments	
120. GROSS AMOUNT DUE FROM BUYER	35,445.50	420. GROSS AMOUNT DUE TO SELLER	35,000.00
200. AMOUNT PD. BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit	
202. Principal amount of new loan		502. Settlement charges	2,387.00
203. Existing loan taken subject to:		503. Existing loan taken	
204.		504.	
205.		505.	
206.		506.	
<i>Adjustments for items unpaid by seller</i>		<i>Adjustments for items unpaid by seller</i>	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/13- 7/23/13	203.28	511. County taxes 1/1/13- 7/23/13	203.28
212. Assessments		512. Assessments	
220. TOTAL PAID BY/FOR BUYER	203.28	520. TOTAL REDUCTION AMOUNT DUE SELLER	2,590.28
300. CASH AT SETTLEMENT FROM BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from BUYER (120)	35,445.50	601. Gross amount due to Seller (420)	35,000.00
302. Less amount paid by/for BUYER (220)	203.38	602. Less reduction amount (520)	2,590.28
303. CASH FROM BUYER	35,242.22	603. CASH TO SELLER	32,409.72

The signatories of Page 2 hereby acknowledge receipt of a complete copy of Pages 1 and 2 of this statement and any attachments referred to herein.

Seller(s) acknowledges that he is required by law to provide his correct taxpayer identification number and non-compliance may subject Seller(s) to civil or criminal penalties imposed by law. Therefore, under the penalties of perjury, Seller(s) certifies that the number shown on this statement below is the correct taxpayer identification number. Seller(s) acknowledges a copy of this closing statement in lieu of Copy B of form 1099-S.

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENT PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE I.R.S. DETERMINES THAT IT HAS NOT BEEN REPORTED.

Buyers hereby waive the right of rescission based on the failure of Seller(s) to provide Buyers a completed residential property disclosure form, as contemplated by Ohio Revised Code Section 5302.30.

Initial: _____

L. SETTLEMENT CHARGES

	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION		
Division of Commission @ 6 % based on price of \$35,000.00		
701. \$2,100.00 - Commission		
702. \$ 117.00 - Seller Fee		
703. \$ 117.00 - Buyer Fee		
704. Commission paid at settlement to Better Homes & Gardens Big Hill	117.00	2,217.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Tax Service Fee		
807. Assumption Fee		
808. Document Processing Fee		
809. Flood Certification Fee		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest		
902. Mortgage Insurance Premium		
903.		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance	months @ \$	per month
1002. Mortgage Insurance	months @ \$	per month
1003. City Property Taxes	months @ \$	per month
1004. County Property Taxes	months @ \$	per month
1005.		
1006. Aggregate Adjustment		
1100. TITLE CHARGES		
1101. Settlement /Closing Fee to Van Zant Law Office		
1102. Abstract or title search to	150.00	
1103. Title examination to Van Zant Law Office		
1104. Title insurance binder	150.00	
1105. Document preparation to Van Zant Law Office		
1106. Notary fees to		55.00
1107. Attorney fees to		
1108. Title insurance to		
a) Lender's coverage: \$		
b) Owner's coverage: \$		
1109. EPA Endorsement		
1110. Survey Endorsement		
1111.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed \$28.00 Mortgage \$		
1202. Auditor's Conveyance/Transfer Fees	28.00	
1203. County/City/State Tax Stamps:	0.50	105.00
1204.		
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest Inspection to		
1303. Express Mail Fee to		
1304. Wire Transfer Fee to		
1305.		
1306.		
1400. TOTAL SETTLEMENT CHARGES		
	445.50	2,387.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge certify it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of all pages of this Settlement Statement.

BUYER: _____ Date: _____
 Walter A. Willey

SELLER: _____ Date: _____
 Estate of Weston David Ames
 by Arthur A. Amers, Executor
 Tax I.D. No. _____

BUYER: _____ Date: _____
 Carolyn S. Willey

The HUD-1 Settlement State which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this Statement.

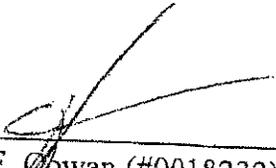
Settlement Agent: _____ Date: _____
 Gregory Van Zant, Attorney

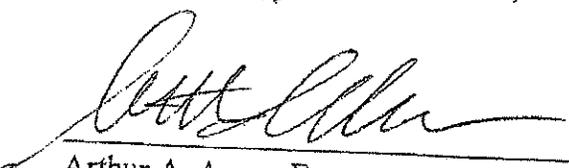
APPENDIX C
PROBATE COURT OF HIGHLAND COUNTY, OHIO

IN THE MATTER OF
WESTON DAVID AMES,
DECEASED

: CASE NO. 20131053
:
: APPLICATION FOR AND
: COMPUTATION OF
: EXECUTOR/ADMINISTRATOR
: FEEES 2113.35 O.R.C.

Personalty (including income and proceeds from sale of real estate)	\$	<u>63,617.00</u>	
\$0 to \$100,000 @ 4%			4% \$ <u>2,544.68</u>
\$100,000 to \$400,000 @ 3%			3% \$ <u> </u>
\$400,000 @ 2%			2% \$ <u> </u>
Real Estate (not sold) @ 1%	\$	<u> </u>	1% \$ <u> </u>
Non-Probate Property @ 1% (except joint and survivorship)	\$	<u> </u>	1% \$ <u> </u>
LESS DISCOUNT			(\$ <u>44.68</u>)
TOTAL FIDUCIARY FEES	\$	<u><u>2,500.00</u></u>	


Christopher F. Cowan (#0018232)


Arthur A. Ames, Executor

COWAN & HILGEMAN
ATTORNEYS • AT • LAW

Christopher F. Cowan*
John P. Hilgeman

12 West Monument Avenue Suite 100 Dayton, Ohio 45402

(937) 222-2030
Fax (937) 224-7182

May 14, 2015

VIA CERTIFIED MAIL

Lesle Brooke Zayat
3315 Shasta Dr.
San Mateo, CA 94403-3708

Re: Estate of Weston David Ames
Highland County Probate Court Case No. 20131053

Dear Lesle:

Enclosed please find a copy of the following probate pleadings that I will be filing with the Highland County Probate Court in the above-captioned matter:

1. First and Final Fiduciary's Account (summary);
2. First and Final Accounting (detail);
3. Schedule of Distributions; and
4. Application for and Computation of Executor/Administrator Fees.

Enclosed please find an original and two (2) copies of the following documents. The documents stamped "copy" are for your file. Kindly sign the following documents and return them to me in the enclosed self-addressed, stamped envelope:

1. Application, Consent and Entry Approving Attorney Fee;
2. Waiver of Notice of Hearing on Account; and
3. Voucher for your Final Distribution.



* OSBA Estate Planning,
Trust & Probate Law
Board Certified Specialist



Exhibit
9

Lesle Brooke Zayat
May 14, 2015
Page 2

Also, enclosed please find your final distribution check from the estate in the amount of Four Thousand Two Hundred Sixty-Four Dollars and Forty-One Cents (\$4,264.41) and a Cognovit Note made payable to you in the amount of Four Thousand One Hundred Forty-Four Dollars and Seventy Cents (\$4,144.70) to equalize the estate's distributions.

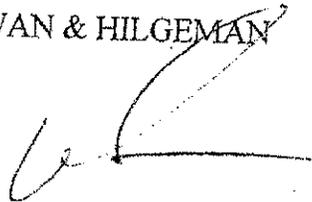
Pursuant to the terms of your Note, you are to receive One Hundred One Dollars and Seventy-Eight Cents (\$101.78) from Arthur Ames per month for Forty-Three (43) months.

The Highland County Probate Court wants the final probate pleadings filed before June 1, 2015, so kindly sign and return the enclosed documents to me as soon as possible.

If you have any questions regarding these or any related matters, please feel free to contact me at your earliest convenience.

Very Truly Yours,

COWAN & HILGEMAN



Christopher F. Cowan

CFC/cw

Enclosures

CC: Arthur A. Ames, Executor

C:\Users\Connie\Documents\letters\AccountHearingNotice(AmesEst-Zayat,Lesle).wpd

COGNOVIT NOTE

\$4,144.70

May 15, 2015
Dayton, Ohio

For value received, the undersigned, **ARTHUR A. AMES** (hereinafter referred to as "Borrower"), promises to pay to the order of **LESLE BROOKE ZAYAT** (hereinafter referred to as "Lender"), the principal sum of Four Thousand One Hundred Forty-Four Dollars and Seventy Cents (\$4,144.70), with interest due at a rate of Three percent (3%) per annum for the term of this Note. Prepayments of principal and/or interest may be made at any time during the term of this Note.

1. Payment of the Note. This Note shall be due in Forty-five (45) equal monthly payments of One Hundred One Dollars and Seventy-Eight Cents (\$101.78), with the first of such payments due on the 1st day of July, 2015 and on the 1st day of each consecutive month for Forty-two (42) months. See attached amortization schedule.
2. Places and Means of Payment. All sums which become due under the terms of this Note, shall be payable in lawful money of the United States of America to Lender at 3315 Shasta Dr., San Mateo, CA 94403-3708, or at such other place as Lender may designate in writing.
3. Payment on Note. All payments made on this Note shall be applied: (a) first to any service charge, (b) next to payment of interest then due and payable, if applicable; and (c) then, to the payment of principal.
4. Notices. Any notice that must be given to Borrower under this Note shall be given by mailing such notice by certified mail to Borrower at the address stated below, or to such other address as Borrower may designate by notice to Lender. Any notice that must be given to Lender under this Note shall be given by mailing such notice by certified mail to 3315 Shasta Dr., San Mateo, CA 94403-3708, or to such other address as Lender may designate by notice to Borrower.
7. Acceleration. In the event of any breach of the terms of this Note by Borrower, then Lender, at his option, may accelerate this Note and declare the principal and interest on this Note immediately due and payable at any time.
8. Waiver. Borrower hereby waives notice of default, notice of acceleration of maturity, presentment and notice of dishonor. In the event of an actual default by Borrower, then Borrower agrees to pay all costs (including the fees of attorneys and other professional persons) incurred by Lender in collecting this

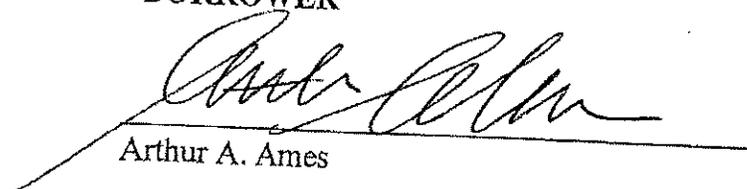
Note or in working with Borrower to eliminate the conditions for which the principal and interest could be declared immediately due and payable.

9. Assignment or Transfer. Lender may, and Borrower acknowledges that Lender has the right to transfer and assign this Note. The term "Lender" as used and defined herein shall include the holder of this Note.
10. Liability and Construction. This Note shall be governed by and construed in accordance with Ohio law.
11. Non-Exclusive. The rights granted to Lender are not exclusive but are in addition to all rights accruing to Lender in law or equity. Any failure of Lender to exercise these rights shall not operate as a waiver of such right or any other right under this Note.
12. Cognovit Provisions. Borrower hereby authorizes any attorney at law to appear in any court of record in the State of Ohio or any other state or territory of the United States, after this Note becomes due, and admit the maturity of this Note, the amount due thereon, and the jurisdictional facts thereof, and waive the issuing and service of process and confess judgment against such Borrower in favor of the holder of this Note for the amount then appearing due and costs of suit and thereupon to waive all errors, rights of appeal and stay of execution.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE GOODS, FAILURE ON ITS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Executed at Dayton, Ohio on the date aforesaid.

"BORROWER"


Arthur A. Ames

CASE NO. 20131053

VOUCHER _____

HIGHLAND COUNTY PROBATE COURT

RECEIVED OF Arthur A. Ames, Executor

ASSIGNEE

TRUSTEE

GUARDIAN

ADMINISTRAT

EXECUT

OF THE ESTATE OF WESTON DAVID AMES

Four Thousand Two Hundred Sixty-Four Dollars and 41/100

For Final Distribution

\$ 4,264.41.

LESLE BROOKE ZAYAT

SIGN HERE

PROBATE COURT OF HIGHLAND COUNTY, OHIO
 KEVIN L. GREER, JUDGE

ESTATE OF WESTON DAVID AMES , DECEASED
 CASE NO. 20131053

FIRST AND FINAL
FIDUCIARY'S ACCOUNT
 [R.C. 2109.30, 2109.301 and 2109.32]
 [Executors and Administrators]

The fiduciary offers the account given below and on the attached itemized statement of receipts and disbursements. The fiduciary states that the account is correct, and asks that it be approved and settled.

[Check one of the following]

- This is a partial account. A statement of the assets remaining in the fiduciary's hands is attached.
- This is a final account. A statement of the assets remaining in the fiduciary's hands for distribution to the beneficiaries is attached.
- This is an account of distribution, and fiduciary asks to be discharged upon its approval and settlement.
- This is a final and distributive account, and the fiduciary asks to be discharged upon its approval and settlement.
- This is a supplemental final account.

[Complete if this is a partial account, or if one or more accounts have previously been filed in the estate] The period of this account is from

February 21, 2013 to May 29, 2015

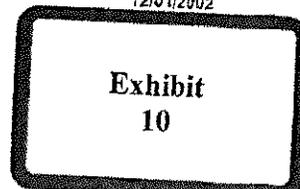
[Complete if applicable] Accounts previously filed in the estate, the accounting periods, and the fiduciary and attorney fees paid for each period, are as follows:

Date Filed	Accounting Period		Fiduciary Fees Paid	Attorney Fees Paid
N/A	N/A	to N/A	\$ 0.00	\$ 0.00

Note:

2117.06(K) states: "The distributee may be liable to the estate up to the value of the distribution and may be required to return all or any part of the value of the distribution if a valid claim is subsequently made against the estate within the time permitted under this section."

2109.32(C) states: "The rights of any person with a pecuniary interest in the estate are not barred by approval of an account pursuant to division (A) and (B) of this section. These rights may be barred following a hearing on the account pursuant to section 2109.33 of the Revised Code."



[Side 2 of Form 13.0]

Case No. 20131053

This account is recapitulated as follows:

RECEIPTS

BEGINNING INVENTORY

Personal property not sold	<u>71,117.43</u>
Proceeds from sale of personal property	<u>0.00</u>
Real property not sold	<u>0.00</u>
Proceeds from sale of real property net loss on sale	<u>0.00</u>
Income Miscellaneous refunds	<u>-10,090.28</u>
Other receipts Interest income - .65; pension - \$900.60	<u>679.41</u>
Total receipts	<u>901.25</u>
	\$ <u>62,607.81</u>

DISBURSEMENTS

Fiduciary fees this accounting period	\$ <u>2,500.00</u>
Attorney fees this accounting period	<u>2,500.00</u>
Other administration costs and expenses	<u>1,068.51</u>
Debts and claims against estate	<u>7,535.47</u>
Ohio and federal estate taxes	<u>0.00</u>
Personal property distributed in kind	<u>3,000.00</u>
Real property transferred	<u>0.00</u>
Other distributions to beneficiaries	<u>37,475.00</u>
Other disbursements	<u>8,528.83</u>
Total disbursements	\$ <u>62,607.81</u>

BALANCE REMAINING IN FIDUCIARY'S HANDS

\$ 0.00

Attorney WFC
Christopher F. Cowan

Fiduciary Arthur A. Ames
Arthur A. Ames
Executor

Attorney Registration No. 0018232

Date 5/13/15

ENTRY SETTING HEARING

The Court sets _____ at _____ o'clock _____ M., as the date and time for hearing the above account.

Date _____

Probate Judge Kevin L. Greer

Loan Schedule for Account "ARTHUR AMES II"

Pmt	Date	Principal	Interest	Rate - 3.0%	New Pmt -	Balance
Bal	6/1/2015					4,144.70
Projected Payments						
1	7/1/2015			91.42	10.36	101.78
2	7/1/2015			91.65	10.13	4,053.28
3	8/1/2015			91.88	9.90	3,961.63
4	9/1/2015			92.11	9.67	3,869.75
5	10/1/2015			92.34	9.44	3,777.64
6	11/1/2015			92.57	9.21	3,685.30
7	12/1/2015			92.80	8.98	3,592.73
8	1/1/2016			93.03	8.75	3,499.93
9	2/1/2016			93.26	8.52	3,406.90
10	3/1/2016			93.50	8.28	3,313.64
11	4/1/2016			93.73	8.05	3,220.14
12	5/1/2016			93.96	7.82	3,126.41
13	6/1/2016			94.20	7.58	3,032.45
14	7/1/2016			94.43	7.35	2,938.25
15	8/1/2016			94.67	7.11	2,843.82
16	9/1/2016			94.91	6.87	2,749.15
17	10/1/2016			95.14	6.64	2,654.24
18	11/1/2016			95.38	6.40	2,559.10
19	12/1/2016			95.62	6.16	2,463.72
20	1/1/2017			95.86	5.92	2,368.10
21	2/1/2017			96.10	5.68	2,272.24
22	3/1/2017			96.34	5.44	2,176.14
23	4/1/2017			96.58	5.20	2,079.80
24	5/1/2017			96.82	4.96	1,983.22
25	6/1/2017			97.06	4.72	1,886.40
26	7/1/2017			97.31	4.47	1,789.34
27	8/1/2017			97.55	4.23	1,692.03
28	9/1/2017			97.79	3.99	1,594.48
29	10/1/2017			98.04	3.74	1,496.69
30	11/1/2017			98.28	3.50	1,398.65
31	12/1/2017			98.53	3.25	1,300.37
32	1/1/2018			98.78	3.00	1,201.84
33	2/1/2018			99.02	2.76	1,103.06
34	3/1/2018			99.27	2.51	1,004.04
35	4/1/2018			99.52	2.26	904.77
	5/1/2018					805.25

Loan Schedule for Account "ARTHUR AMES II"

Pmt	Date	Principal	Interest	Balance
36	6/1/2018	99.77	2.01	705.48
37	7/1/2018	100.02	1.76	605.46
38	8/1/2018	100.27	1.51	505.19
39	9/1/2018	100.52	1.26	404.67
40	10/1/2018	100.77	1.01	303.90
41	11/1/2018	101.02	0.76	202.88
42	12/1/2018	101.27	0.51	101.61
43	1/1/2019	101.61	0.25	0.00

Opening Date: 6/1/2015
 Loan Amount: 4,144.70
 Payment Amount: 101.78
 Current Interest Rate: 3.0%
 Original Length: 43 Months
 Payment Frequency: Monthly
 Compounding Period: Monthly

Payee: LESLIE ZAVAT
 Current Balance: 0.00
 Remaining Pmts: 43
 Final Pmt Date: 1/1/2019

ARTHUR A. AMES, ESQ.
ATTORNEY AND COUNSELOR AT LAW

ARTHUR A. AMES

910 Harman Avenue
DAYTON, OHIO 45419

TELEPHONE: (937) 221-8413
FACSIMILE: (937) 211-8418

RECEIVED
5/18 ✓
JUL 16 2015
B5-9832
Disciplinary Counsel
Supreme Court of Ohio

July 14, 2015

Mr. Scott J. Drexel
Disciplinary Counsel
250 Civic Center Drive
Suite 325
Columbus, Ohio 43215-7411

RE: B5-9832
Second Letter of Inquiry
Estate of Weston David Ames

Dear Mr. Drexel:

I specifically request that you do not provide Leslie or Aerin a copy of this letter, or any other materials provided by me to you.

I have received your second letter of Inquiry, which I received by way of email, and then your certified mail letter dated July 1, 2015, giving me until July 15, 2015 to respond to your questions.

First, as you can see from my brother, David's will, Leslie and Aerin are not the sole beneficiaries. I am the third beneficiary of David's will. He did ask me to be the executor of his estate and I did accept that responsibility. Christopher Cowan is my attorney as the executor. He has done all of the paperwork for the estate. I did not use David's car at all, other than to bring it to Dayton for safekeeping. It stayed in our driveway until the day it was sold.

My answers to your questions are as follows:

1. Attached is a copy of David's will.
2. I am the executor of the estate.
3. Chris Cowan, of Cowan & Hilgeman, 12 West Monument Avenue, Dayton, Ohio, 45402, telephone: 513-222-2030, is counsel for the estate, and has been from the beginning.
4. Attached is a copy of the subject Inventory and Appraisal.

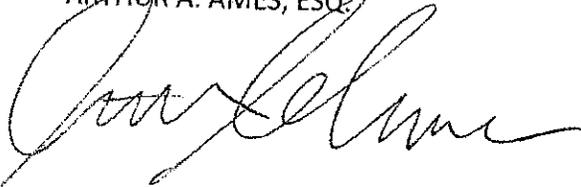
Exhibit
11

Mr. Scott J. Drexel
July 11, 2015
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5. The reason I was late in getting the Final Account filed is that I had a great deal of difficulty selling David's car. When we finally did sell the car, there were further banking records that Chris required to finalize the estate and I was not as fast as I should have been in getting those materials to Chris. Once he had those materials, it was relatively easy for Chris to get the Final Account done.
6. Attached is a copy of the subject First and Final Accounting.
7. I do acknowledge having a telephone conversation with Leslie on or about 18 March 2015. I do admit that I told her I had misused estate funds to pay personal bills.
8. I did convert estate assets for my personal use and benefit, without court approval. I did not use David's car, at all, other than to bring it to Dayton, for safe keeping, and then to demonstrate it to several potential purchasers. I did not ever use the vehicle for personal business. I did sell the car without court approval. It did not come up during my conversations with Chris Cowan that any such approval was necessary.
9. The Estate account is at Fifth Third Bank, Oakwood Branch. The account number is: 001035 042202196 7702954236.
10. Attached is the only copy of a letter, that I could find, which I sent to Leslie and Aerin during the pendency of the Estate.

Very truly yours,

ARTHUR A. AMES, ESQ.



Arthur A. Ames

AAA:aaa

Enclosures

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