SUPREME COURT OF OHIO

Medina County Bar Association v. Heck

134 Ohio St. 3d 77, 2012-Ohio-5319 (2012) · No. 2012-0988 · Decided November 20, 2012

SUMMARY

The Supreme Court of Ohio adopted a consent-to-discipline agreement involving an attorney who missed a filing deadline, failed to inform a client that she lacked malpractice insurance, and failed to deposit client funds in an interest-bearing trust account. The court imposed a one-year suspension, stayed in its entirety on conditions that the attorney enter an Ohio Lawyers Assistance Program contract, comply with its recommendations, and commit no further misconduct.

CASE DETAILS

COURT	Supreme Court of Ohio
WRITING FOR THE COURT	Per Curiam; Maureen O'Connor, Chief Justice; Evelyn Lundberg Stratton; Terrence O'Donnell; Lanzinger; Maureen O'Connor; William M. O'Neill; Pfeifer; Cupp; McGee Brown
JURISDICTION	Ohio
DECIDED	November 20, 2012
DOCKET	2012-0988
DISPOSITION	other
PROCEDURAL POSTURE	Attorney-discipline proceeding based on a certified report from the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio. The parties submitted a consent-to-discipline agreement, which the panel and board recommended that the Supreme Court adopt.
PRECEDENTIAL VALUE	published
PARTIES	Medina County Bar Association v. Jill R. Heck

TOPICS

insurance · remedies

PRACTICE AREAS

legal ethics and professional responsibility · attorney discipline · insurance disclosure

QUESTIONS PRESENTED

1. Whether Heck violated Prof.Cond.R. 1.3, 1.4(c), and 1.15.
2. Whether the parties' consent-to-discipline agreement should be adopted.
3. What sanction was appropriate for Heck's misconduct.

HOLDINGS

1. Heck violated Prof.Cond.R. 1.3, 1.4(c), and 1.15 by failing to act with reasonable diligence, failing to inform a client that she lacked professional-liability insurance, and failing to properly preserve client funds.
2. A one-year suspension from the practice of law, with the entire suspension stayed on specified conditions, was the appropriate sanction.

KEY QUOTATIONS

> *"If Heck fails to comply with the conditions of the stay, the stay will be lifted, and she will serve the entire one-year suspension."* (¶ 4)

FACTUAL BACKGROUND

Heck missed a deadline to file a signed agreed judgment entry, failed to notify a client that she did not maintain professional-liability insurance, and failed to deposit client funds in an interest-bearing client trust account. She stipulated to these facts and to violations of Ohio Professional Conduct Rules 1.3, 1.4(c), and 1.15. The parties identified no aggravating factors and stipulated to several mitigating factors, including the absence of a prior disciplinary record, absence of a selfish motive, efforts to rectify the misconduct, and cooperation.

PROCEDURAL HISTORY

The Medina County Bar Association charged Heck with professional misconduct. Heck stipulated to the alleged facts and rule violations in a consent-to-discipline agreement. The panel and board found the agreement compliant with the applicable procedural rule and recommended adoption; the Supreme Court adopted the agreement and imposed a stayed suspension.

DISPOSITION

other

OPINION

PER CURIAM.

[Cite as Medina Cty. Bar Assn. v. Heck, 134 Ohio St. 3d 77, 2012-Ohio-5319.] MEDINA COUNTY BAR ASSOCIATION v. HECK. [Cite as Medina Cty. Bar Assn. v. Heck, 134 Ohio St. 3d 77, 2012-Ohio-5319.] Attorneys—Misconduct—Consent to discipline—One-year suspension, stayed on conditions. (No. 2012-0988—Submitted July 11, 2012—Decided November 20, 2012.)

ON CERTIFIED REPORT by the Board of Commissioners on Grievances and Discipline of the Supreme Court, No. 11-107. ___________________ Per Curiam. {¶ 1} Respondent, Jill R. Heck of Medina, Ohio, Attorney Registration No. 0023174, was admitted to the practice of law in Ohio in 1981.

On December 5, 2011, relator, Medina County Bar Association, charged respondent with professional misconduct for missing a deadline to file a signed agreed judgment entry with a court, failing to notify a client that she did not carry malpractice insurance, and failing to deposit client funds in an interest-bearing client trust account. A panel of the Board of Commissioners on Grievances and Discipline considered the cause on the parties' consent-to-discipline agreement.

See BCGD Proc.Reg. 11. {¶ 2} In the parties' consent-to-discipline agreement, Heck stipulates to the facts as alleged in relator's complaint and agrees that her conduct violated Prof.Cond.R. 1.3 (requiring a lawyer to act with reasonable diligence in representing a client), 1.4(c) (requiring a lawyer to inform the client if the lawyer does not maintain professional-liability insurance), and 1.15 (requiring a lawyer to preserve the identity of client funds and promptly deliver funds or other property that the client is entitled to receive).

The parties stipulate that no aggravating factors exist and that mitigating factors include the absence of a prior disciplinary SUPREME COURT OF OHIO record, absence of a selfish motive, a timely good-faith effort to rectify the consequences of the misconduct, and a cooperative attitude toward the disciplinary proceedings. See BCGD Proc.Reg. 10(B)(2)(a), (b), (c), and (d).

Based upon these factors, the parties stipulate that the appropriate sanction for Heck's misconduct is a one-year suspension with the entire suspension stayed on the conditions that Heck enter into a contract with the Ohio Lawyers Assistance Program ("OLAP"), follow all recommendations made by OLAP, and commit no further misconduct. {¶ 3} The panel and board found that the consent-to-discipline agreement conforms to BCGD Proc.Reg.

11 and recommend that we adopt the agreement in its entirety. We agree that Heck violated Prof.Cond.R. 1.3, 1.4(c), and 1.15 and that, consistent with the parties' agreement, this conduct warrants a one-year suspension from the practice of law with the entire suspension stayed.

Therefore, we adopt the parties' consent-to-discipline agreement. {¶ 4} Accordingly, Heck is hereby suspended from the practice of law for a period of one year with the entire suspension stayed on the conditions that she enter into a contract with OLAP, follow all recommendations made by OLAP, and commit no further misconduct. If Heck fails to comply with the conditions of the stay, the stay will be lifted, and she will serve the entire one-year suspension.

Costs are taxed to Heck. Judgment accordingly. O'CONNOR, C.J., and PFEIFER, LUNDBERG STRATTON, O'DONNELL, LANZINGER, CUPP, and MCGEE BROWN, JJ., concur.

___________________ Eugene N. Elias; and Dickey and Crilly and John Crilly, for relator. Lesiak, Hensel & Hathcock, L.L.C., and Jennifer L. Hensal, for respondent. _______________________ 2