

CLEVELAND METROPOLITAN BAR ASSOCIATION v. HERNICK ET AL.

[Cite as *Cleveland Metro. Bar Assn. v. Hernick*, 138 Ohio St.3d 210,
2014-Ohio-521.]

*Unauthorized practice of law—Preparing a complaint for divorce—Consent
decree—Injunction issued.*

(No. 2013-1288—Submitted September 11, 2013—Decided February 18, 2014.)

ON FINAL REPORT by the Board on the Unauthorized Practice of Law of the
Supreme Court, No. UPL 08-03.

Per Curiam.

{¶ 1} Pursuant to Gov.Bar R. VII(5b), the Board on the Unauthorized Practice of Law has recommended that we approve a consent decree proposed by relator, Cleveland Metropolitan Bar Association, and respondents, Norm Hernick, a.k.a. Nick Shelly, Law Online, Inc., and A Divorce Fast, Inc. We accept the board's recommendation and approve the proposed consent decree submitted by the parties, which provides as follows:

1. Relator filed a complaint against Respondents alleging that they engaged in the unauthorized practice of law, in part by preparing a complaint for divorce on behalf of Andrea Colburn, formerly known as Andrea Derousse in *Andrea Beth Derousse v. Derik Clark Derousse*, Cuyahoga County Domestic Relations case no. DR-07-317040.

2. Norm Hernick is a natural person who is not licensed or authorized to practice law in Ohio.

SUPREME COURT OF OHIO

3. Ms. Colburn has testified in deposition that she was advised by A Divorce Fast that she did not require legal advice or representation, and that having a contested divorce can be very time consuming depending on the nature of the items in dispute and consequently very expensive in terms of attorney fees; that she paid \$539; that she was told by a Lisa from A Divorce Fast that the grounds for divorce were “irreconcilable differences”; that she told A Divorce Fast that she wanted child custody and support; that A Divorce Fast prepared a complaint for divorce without any provision for child custody or support; that when she took the complaint to court, she was told it was completely unacceptable, and court personnel helped her with her divorce; that she went back to A Divorce Fast several times but never received a return call from a supervisor or got her money back; that ultimately she was granted a divorce on grounds of incompatibility and living separate and apart for over one year—not “irreconcilable differences” as suggested by A Divorce Fast; that she relied on the advice that A Divorce Fast gave her; and that she obtained child support through her efforts, although A Divorce Fast led her to believe they would do that for her.

4. Hernick has not complied with an order of the Supreme Court of Ohio to respond to discovery, including submitting to a deposition. Relator nonetheless is willing to settle this matter, in keeping with the provisions of this Agreement.

5. Respondents admit that they engaged in the unauthorized practice of law in the *Derousse* matter.

6. Respondents agree to desist from engaging in Ohio in the unauthorized practice of law, directly or indirectly,

personally or through any corporation, organization, or other business entity.

7. Relator waives all claims for reasonable expenses and attorney fees in obtaining the March 4, 2010 and August 25, 2011 Orders from the Supreme Court of Ohio.

8. Respondents shall reimburse Andrea Colburn \$539.00 and pay a penalty of \$1,000.00.

9. Relator agrees that if this Agreement is approved, Respondents reimburse Andrea Colburn \$539.00, and Respondents pay any civil penalty that may be imposed, the jail time sanction should be purged and any arrest warrants vacated.

10. Costs shall be the responsibility of Respondents.

11. The parties stipulate to the foregoing, waive notice and hearing, and consent to a decree consistent with this settlement.

So ordered.

O'CONNOR, C.J., and PFEIFER, O'DONNELL, LANZINGER, KENNEDY, FRENCH, and O'NEILL, JJ., concur.

Russell A. Moorhead and D. John Travis, for relator.
Norm Hernick, pro se.
