

ORIGINAL

THE BOARD ON THE UNAUTHORIZED PRACTICE OF LAW  
OF  
THE SUPREME COURT OF OHIO

CLEVELAND METROPOLITAN  
BAR ASSOCIATION,

Relator,

v.

DEREK WOOTEN,

and

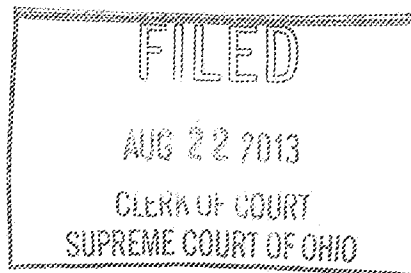
AARON, DEREK,  
CARTER & STEIN, LLC,

Respondents.

13-1353

Case No. UPL 12-02

FINAL REPORT



I. OVERVIEW

This matter was presented to the Board on the Unauthorized Practice of Law ("Board") on July 11, 2013, on the Panel's report and recommendation to grant the Cleveland Metropolitan Bar Association's ("CMBA" or "Relator") motion for summary judgment in this proceeding. Relator's Complaint alleges that Respondents Derek Wooten and his debt collection company known as Aaron, Derek, Carter & Stein, LLC ("ADCS") engaged in the unauthorized practice of law by filing over 100 complaints<sup>1</sup> in various small claims and municipal courts on behalf of several clients. The majority of Respondents' clients are payday loan companies such as American Cash Exchange, Loan Smart Inc. dba CashSmart, and All Kind Check Cashing dba Cash Stop.

---

<sup>1</sup> Please see Exhibit A, beginning on page 17, for a list of complaints that Respondents filed on behalf of their clients.

Relator filed a Motion for Summary Judgment on February 22, 2013, with a Certificate of Service indicating that Respondents were served by regular mail. Respondents did not file a response to the motion. The Panel granted Relator's Motion for Summary Judgment with respect to 113 of 117 counts identified in the Complaint and Motion. The Panel found that the Respondents engaged in the unauthorized practice of law and recommends a civil penalty of \$2,500 for each of the 113 counts, totaling \$282,500, jointly and severally, against Respondents. Upon consideration, the Board adopted the Panel's report and recommendation in whole.

## **II. PROCEDURAL BACKGROUND**

This Complaint was filed with the Board on the Unauthorized Practice of Law on May 2, 2012. Respondents were served with the Complaint by certified mail. Through counsel, Respondents requested and were granted leave to file an Answer after the original deadline. Respondents filed an Answer on July 5, 2012, admitting to some of the allegations in the Complaint. Thereafter, the matter was assigned to a Panel consisting of N. Victor Goodman, Chair, John J. Chester, Jr., and Ben E. Espy. Respondents' counsel filed a Notice of Withdrawal as Attorney for Respondents on August 31, 2012.

On February 22, 2013, Relator filed a Motion for Summary Judgment with evidence that Respondents filed many actions in small claims courts on behalf of their clients. Relator's motion included a Certificate of Service indicating Respondents were served. The record indicates Respondents did not file a response. Upon review of the motion and supporting documents, the Panel granted the Relator's Motion for Summary Judgment with respect to 113 counts and recommends a civil penalty be imposed of

\$2,500 per offense, for a total of \$282,500, jointly and severally, upon Respondents.

The Panel dismissed four counts of the Complaint on finding that four of the small claims complaints were signed by Ohio attorneys. In accordance with Gov. Bar R. VII, Section 7(C), the Panel issued an Entry on April 24, 2013, granting Relator's Motion for Summary Judgment in part and dismissing four counts of the Complaint, which Entry was served on the Board, the parties, all counsel of record, the unauthorized practice of law committee of the Ohio State Bar Association, and the bar associations serving the counties where the complaints emanated.

### **III. FINDINGS OF FACT**

1. Relator, Cleveland Metropolitan Bar Association, is duly authorized to investigate and prosecute activities which may constitute the practice of law within the State of Ohio. Gov. Bar R. VII, Sec. 4.
2. Respondents have never been admitted to the practice of law in Ohio and are not otherwise authorized to practice law in this state. Mot. Summ. J. Ex. H. Respondents admit that they are not admitted to the practice of law in Ohio. Resp't Answer ¶ 2.
3. Mr. Wooten stated in a deposition taken on February 23, 2010, that he is part-owner of a "collections, legal recovery company" known as Aaron, Derek, Carter & Stein, LLC. Mot. Summ. J. Ex. E, Tr. Dep. at p. 5. At the deposition, Wooten indicated that ADCS has been in operation for two and half years. Mot. Summ. J. Ex. E, Tr. Dep. at p. 6.
4. Respondents filed complaints in Rocky River, Bedford, Willoughby, Akron, and Euclid small claims/municipal courts, on behalf of others in Ohio (Exhibit A). Compl. ¶

5; Mot. Summ. J. Ex. B1-10; B12-14; B18-117. Respondents admit to filing small claims complaints on behalf of their clients, including Allkind Check Cashing, dba Check Stop, American Cash Exchange, Cash Smart, Inc., Loan Smart, inc., and ServePro (Resp't Answer ¶ 5) for unpaid loans. With regard to Professional Restoration Services, Inc. dba ServePro, Wooten stated that he was given authority by Mary Jo Reminder, an officer of the company, to file suit against the defendants for failure to pay for work done at their house after a flood. Mot. Summ. J. Ex. A, Interrogatory 14; Ex. B103.

5. Wooten also disclosed ADCS has an insurance policy for its business operations through Westfield Insurance Company. *Id.*, at Interrogatory 13.

6. Wooten previously worked for a collections company called Abrams, Russo & Harrington, where he frequently signed and filed complaints on behalf of the company's clients. Mot. Summ. J. Ex. E, Tr. Dep. at p. 9. During his employment at Abrams, Wooten found out that by signing complaints, he was indicating he was a legal representative, and "it was something that we shouldn't do." *Id.* Rather than ceasing the practice of signing complaints on behalf of clients, Wooten continued to sign complaints on behalf of others and added the term "representative" after his name on the complaint forms. Mot. Summ. J. Ex. E, Tr. at p. 10. Wooten further testified that he believed that by writing "Derek Wooten, Representative" in the Affidavit of Complainant's Claim, he was clarifying that he was "not the legal, not the attorney". *Id.*

7. Wooten admitted he was previously investigated by the Akron Bar Association for the unauthorized practice of law. Mot. Summ. J. Ex. E, Tr. Dep. at p. 11. By letter dated August 15, 2008, Wooten was instructed to cease and desist from "negotiating

claims on behalf of other individuals or corporations.” Mot. Summ. J. Ex. E.

Although Wooten indicated he received the letter, he stated he was not sure what it meant. Mot. Summ. J. Ex. E, Tr. at page 13. He did not, however, call the Akron Bar Association or ask anyone to explain the meaning of the Cease and Desist letter. *Id.* At the deposition, Wooten testified he now understood the cease and desist letter, and stated, “My understanding today is that because there was [sic] some small claims lawsuits, I guess, or a lawsuit filed that had my name on it, that’s illegal. That’s my understanding. It has to be signed by an attorney, even if I’m there representing a company.” Mot. Summ. J. Ex. E, Tr. pp.13-14. Mr. Wooten stated that he and ADCS discontinued the practice of signing complaints on behalf of clients “probably between March, April, May of ’09.” *Id.* at 33.

#### **ROCKY RIVER MUNICIPAL COURT – 10 COUNTS**

8. Relator provided certified copies of ten complaints filed in Rocky River Municipal Court, which were signed by Wooten on behalf of American Cash Exchange, a payday loan company. Wooten testified that he signed the complaints as the plaintiff, although American Cash Exchange is the actual plaintiff. Mot. Summ. J. Ex. E, Tr. Dep. at pp. 22-23. On each of the complaint forms, American Cash Exchange is listed as the plaintiff. Mot. Summ. J. Ex. B2-B10; B12. Underneath American Cash Exchange’s mailing address, also on the lines designated for plaintiff information, is the following information “c/o Aaron Derek Carter & Stein, LLC” along with ADCS’s address. *Id.*

9. Wooten testified that he did not purchase the debt from American Cash Exchange, but that in the event ADCS collected on any of the debts of American Cash Exchange,

ADCS would receive a percentage of the collected amount. Mot. Summ. J. Ex. E, Tr. Dep. at 19.

10. Although Relator provided certified copies of eleven complaints filed in Rocky River Municipal Court in which the plaintiff is listed as American Cash Exchange, only ten of those complaints were signed by Respondent Wooten. Ex. B2-B10; B12. In each of the complaints, Mr. Wooten signed the Affidavit of Complainant's Claim at the bottom of the complaint form, which states the following:

Derek Wooten [telephone number], being first duly sworn, on oath states that (he, she, they) (is, are) the Plaintiff(s) in the above-entitled cause; that the said cause is for the payment of money that the nature of Plaintiff's demand is as stated, and that there is due to Plaintiff from the Defendant the amount stated above; Defendant(s) (is, are) not now in the military or naval service of the United States.

Mot. Summ. J. Ex. B2-10; B12.

#### **BEDFORD MUNICIPAL COURT – 4 COUNTS**

11. Relator submitted certified copies of four complaints filed in Bedford Municipal Court signed by Respondent Wooten on behalf of American Cash Exchange. Mot. Summ J. Exs. B1; B13; B14; B18. Again, ADCS is listed on each form as on the Rocky River complaints. Mr. Wooten testified that he signed the small claims complaints with respect to *Hazly, Johnson, and Barrett*. Mot. Summ. J. Ex. E, Tr. at pp. 28; 30-31. The complaint in the *Tinnin* case bears what appears to be Mr. Wooten's signature. Mot. Summ. J. Ex. B12. The wording of the Affidavit of Complainant's Claim is identical to that of the affidavit provided in paragraph 10.

#### **WILLOUGHBY MUNICIPAL COURT – 28 COUNTS**

12. Relator provided certified copies of twenty eight complaints filed in Willoughby Municipal Court which were signed by Respondent Wooten on behalf of Loan Smart, Inc. Mot. Summ. J. Ex. B19-B46.

13. In the Willoughby complaints, Mr. Wooten sometimes identified himself as a "Representative" of the plaintiff on the complaint form, and other times, he identified himself as "A/R Manager". For example, in *Loan Smart, Inc. v. Marybeth Manseau*, he wrote a letter to the court asking to have a summons reissued by certified mail to the defendant at an alternate address and signed the letter "Derek Wooten Account Receivable Manager". Mot. Summ. J. Ex. B21. However, there is no evidence presented that he is employed by Loan Smart, Inc.

#### **EUCLID MUNICIPAL COURT- 56 COUNTS**

14. Relator submitted certified copies of 56 complaints signed and filed by Respondent Wooten in Euclid Municipal Court on behalf of All Kind Check Cashing DBA Cash Stop. Mot. Summ. J. Ex. B47-B102. It is noted that attached to 13 of the complaints is a photocopy of a business card for Sam Thomas III, Esq., which lists ADCS as the business.<sup>2</sup> Mot. Summ. J. Ex. B49-B60 and B64. At the top, the business card states, "Bankruptcy Criminal Traffic Garnishment Personal Injury". Underneath the attorney's name it states "Legal Services with a Personal Touch" and provides the name and address for Respondent Aaron, Derek, Carter & Stein, LLC.

15. In four of the cases in Euclid Municipal Court, a Magistrate's findings of fact and conclusions of law is provided. Mot. Summ. J. Ex. B94-B95; B100; B102. In each

---

<sup>2</sup> Please see Exhibit B on page 28.

entry, the magistrate indicates that the plaintiff, through its officer and attorney, Sam Thomas III, testified about the debt. *Id.* However, each of the complaints was signed by Respondent Wooten. *Id.*

#### **AKRON MUNICIPAL COURT – 15 COUNTS**

16. Relator provided certified copies of 14 cases filed in Akron Municipal Court in which Respondent Wooten signed complaints on behalf of Cashsmart, Inc. Some of the Small Claims Form list the plaintiff as “Cash Smart, c/o Derek Wooten, Aaron, Derek, Carter And Stein LLC”, while others only list Cash Smart.

17. Respondents were sued by Allen and Carrie Kinney in Summit County Common Pleas Court for violations of the Fair Debt Collections Practices Act, including filing the small claims lawsuit on behalf of Professional Restoration Services when Wooten was neither an attorney nor an officer or salaried employee; filing a lawsuit in excess of the ServePro bill; and filing a dismissal of the lawsuit when he was not an attorney. Mot. Summ. J. Ex. 103. In that proceeding, the court found Respondents had violated the Fair Debt Collections Practices Act, and entered a judgment against Respondents in the amount of \$7,500 total, and \$793 to be taxed as costs. *Id.*

18. In some instances, Mr. Wooten signed and filed Dismissal entries, for reasons such as “[d]efendant adhering to the payment arrangements set forth during mediation” or “account paid in full”. Mot. Summ. J. Ex. 104; 110; 115.

19. It appears that Mr. Wooten appeared at mandatory mediation for certain cases in Akron Municipal Court on behalf of the plaintiff. In the Magistrate’s Decision, a reference is made that Wooten appeared for mediation as an employee, *pro se*, for Cash



Smart, Inc. Mot. Summ. J., Ex. B 109. In one instance, Wooten signed a mediation agreement on behalf of Cash Smart. Mot. Summ. J., Ex. B. 107.

20. In many of the cases, defendants failed to appear at mandatory mediation and a default hearing was held. A default judgment would be entered against the defendant and court costs would also be taxed to defendant.

#### **IV. CONCLUSIONS OF LAW**

1. The Supreme Court of Ohio has original jurisdiction regarding admission to the practice of law, the discipline of persons so admitted, and to all other matters relating to the practice of law. Section 2(B)(1)(g), Article IV, Ohio Constitution; *Royal Indemnity Co. v. J.C. Penney Co.*, 27 Ohio St. 3d 31, 501 N.E.2d 617, 1986 Ohio LEXIS 779, 27 Ohio B. Rep. 447, 64 A.L.R.4th 1207 (Ohio 1986); *Judd v. City Trust & Savings Bank*, 133 Ohio St. 81, 12 N.E.2d 288, 1937 Ohio LEXIS 153, 10 Ohio Op. 95 (Ohio 1937). Accordingly, the Supreme Court's jurisdiction extends to regulating the unauthorized practice of law, to protect the public from persons "who have not been qualified to practice law and who are not amenable to the general discipline of the court." *Union Sav. Assn. v. Home Owners Aid, Inc.*, 23 Ohio St.2d 60, 64, 262 N.E.2d 558 (1970). The Board concludes that Respondents are such persons from whom the public must be protected. By their own admissions, Respondents are not qualified to practice law. They have ignored the instruction to cease and desist from the practice of law, and continue to insist they can represent other companies in court, making an artificial distinction between being a "representative" and a "legal representative".

2. In *Cleveland Bar Assn. v. Pearlman*, the Supreme Court held

\*\*\*that a layperson who presents a claim or defense and appears in small claims court on behalf of a limited liability company *as a company officer* does not engage in the unauthorized practice of law, provided that the layperson does not engage in cross-examination, argument, or other acts of advocacy. (Emphasis added.)

106 Ohio St. 3d 136, 141-142, 2005 Ohio 4107, 832 N.E.2d 1193, 2005 Ohio LEXIS 1850 (Ohio 2005).

Mr. Wooten indicated he owns and operates Respondent ADCS as a debt collection company and “represents” payday loan companies such as American Cash Exchange and Loan Smart. Therefore, Wooten’s conduct is distinguishable from that described in *Pearlman* as Wooten is not a company officer of any of the companies for whom he filed complaints in small claims court.

3. The practice of law is not limited to the handling of cases in court, but also encompasses the preparation of pleadings and other papers in connection with legal matters and the management of such matters on behalf of others. *Disciplinary Counsel v. Coleman*, 88 Ohio St.3d 155, 2000-Ohio-288, 724 N.E.2d 402; *Land Title Abstract & Trust Co. v. Dworkin*, 129 Ohio St. 23, 193 N.E. 650 (1934). Further, R.C. 4705.01 provides:

No person shall be permitted to practice as an attorney and counselor at law, or to commence, conduct, or defend any action or proceeding in which the person is not a party concerned, either by using or subscribing the person's own name, or the name of another person, unless the person has been admitted to the bar by order to the supreme court in compliance with its prescribed and published rules.

Respondents prepared 113 complaints on behalf of other companies and filed them in various courts. Respondent Wooten signed each of those complaints along with the accompanying affidavit certifying he was the actual plaintiff although he was not.

Further, Wooten at times appeared at court ordered mediation and at default hearings on behalf of the named plaintiffs. In each instance, he engaged in the unauthorized practice of law.

4. The Supreme Court has acknowledged the inherent right of an individual to proceed *pro se* in any court. Wooten indicated that he was “given authority” by a company officer of Servpro to file a complaint on its behalf. But the Supreme Court has already established that one’s right to proceed *pro se* cannot be transferred by power of attorney or any other means. “A private contract cannot be used to circumvent a statutory prohibition based on public policy.” *Office of Disciplinary Counsel v. Coleman*, 88 Ohio St. 3d 155, 158 (2000). Wooten’s insistence that he can still serve as a representative of his clients in court and distinguishes that from serving in a legal capacity shows his lack of understanding of the court system and the rules governing the practice of law. *Akron Bar Assn. v. Frank* (2000), 88 Ohio St.3d 152.

5. Wooten testified that he may have signed the complaint but an attorney would always go to court. However, the record indicates that in some instances, Wooten did in fact attend court scheduled mediation and default hearings. Even if an attorney attended hearings in connection with any of the complaints signed by Wooten, the unauthorized practice of law is not cured. *Cincinnati Bar Ass’n v. Kathman*, 92 Ohio St. 3d 92, 2001 Ohio 157, 748 N.E.2d 1091, 2001 Ohio LEXIS 1529 (Ohio 2001). This Board has already decided that once the unauthorized practice of law is committed, it cannot be cured by the participation of legal counsel. In *Cleveland Bar Ass’n v. Sharp Estate Servs., Inc.*, “The board also found that the use of a review attorney after the execution of

a contract to create a living trust or estate plan does not cure the unauthorized-practice-of-law ("UPL") violation." 107 Ohio St. 3d 219, 221, 2005 Ohio 6267, 837 N.E.2d 1183, 2005 Ohio LEXIS 2837 (Ohio 2005). Applied here, the appearance of an attorney at a default hearing does not cure Respondents' UPL violation of filing complaints on behalf of other companies. Further, the Supreme Court in *Sharp Estate Servs.*, quoted *People v. Cassidy* (Colo. 1994), 884 P.2s 309, 311, which stated when attorneys enter a transaction after a UPL violation, they are simply "lending credibility and a façade of legality to the product the nonattorney offers." *Id.* The Board concludes that Respondents attempted, and succeeded, in securing this façade by attaching attorneys' business cards to complaints signed by Respondent Wooten and having an attorney appear at default hearings.

## **V. CIVIL PENALTY ANALYSIS**

The Board has considered the appropriateness of the imposition of civil penalties pursuant to Gov. Bar R. VII, §(8)(B) and UPL Reg. 400. The Board has determined that civil penalties are appropriate in this case based on the following factors:

### **Degree of cooperation provided by Respondents.**

Respondents provided minimal cooperation in the investigation. Although Wooten appeared for a deposition, he did not produce the documents requested of him.

### **Number of occasions that unauthorized practice of law was committed.**

Respondent Wooten signed 113 complaints or other pleadings on behalf of other companies. It is possible that there are more instances in which Respondents have engaged in the unauthorized practice of law, but since Respondent Wooten did not

produce the documents requested of him, the exact number is unknown.

The flagrancy of the violation.

Respondent Wooten filed pleadings and documents on behalf of other companies even after being instructed by the Akron Bar Association to cease and desist from engaging in the unauthorized practice of law. Further, Respondent Wooten testified that prior to beginning ADCS, he was aware that signing complaints on behalf of others was not allowed.

Harm to third parties arising from the offense.

Many of the defendants in the suits filed by Respondents had default judgments entered against them.

Any other relevant factors.

When determining whether to recommend the imposition of civil penalties in an unauthorized practice of law case, the Board is required to base its recommendation on the general factors set forth in Gov.Bar R. VII (8)(B) and UPL Reg. 400(F). Additionally, UPL Reg. 400(F)(3) lists the aggravating factors the Board may consider in recommending a more severe penalty and UPL 400(F)(4) specifies mitigating factors the Board may use to justify a recommendation of no civil penalty or a less severe penalty. The Board's analysis of the applicable civil penalty factors is set forth below.

1. General Civil Penalty Factors

In regard to the general civil penalty factors listed in Gov.Bar R. VII (8)(B)(1)-(5) and UPL Reg. 400(F)(1) and (2), the Board finds:

- a. Respondents did not cooperate with the investigation and did not participate in the

proceedings;

b. Respondents committed over a hundred documented acts of unauthorized practice of law, and continued this practice after being instructed to stop;

c. The long time period during which Respondents' conduct occurred, the number of complaints filed, and the cease and desist letter from the Akron Bar Association demonstrate both flagrancy and an ongoing pattern of conduct with specific intent to avoid the regulation of the practice of law;

d. Relator has sought the imposition of a civil penalty not to exceed \$10,000 for each individual offense.

## 2. Mitigating Civil Penalty Factors

Applying the mitigating factors of UPL Reg. 400(F)(4)(a)-(g), which the Board may use to support a recommendation of no civil penalty or a less severe penalty, the Board finds no mitigating factors.

## Aggravating Civil Penalty Factors

The aggravating factors listed in UPL Reg. 400(F)(3) can justify the recommendation of a more severe civil penalty. Applying the aggravating factors of UPL Reg. 400(F)(3)(a)-(g), the Board made the following determinations:

a. Respondents benefited from the unauthorized practice of law as they received a percentage of the amount collected from the defendants sued.

b. Respondent Wooten appeared at default hearings on behalf of his clients and did not correct the court when he was described as a company officer or as *pro se*.

In certain instances, Respondent Wooten signed complaints but attached a business card

of an attorney who appears to be affiliated with Respondent ADCS. This attachment is meant to give the Respondents an appearance of legitimacy or that of being a law firm, when in fact ADCS is a debt collector.

4. Conclusion Regarding Civil Penalties

Relying on the above analysis, the Board finds that a civil penalty is warranted in this case. Respondents' conduct involved filing actions in courts on behalf of others over several years. Further, Respondents were aware that signing complaints on behalf of others was not permissible yet continued to do so. The Board concludes that a civil penalty of \$2,500 for each of the 113 offenses, for a total of \$282,500, jointly and severally, is appropriate. The Board reasons that the total penalty is adequate in this context, as it is multiplied by the number of offenses committed by Respondents; however, the amount of \$2,500 per offense is not to be considered a precedent, especially in cases in which there are single or only a few occurrences of UPL.

**VI. CONCLUSION**

1. The Board recommends that the Supreme Court of Ohio issue an Order finding that the Respondents have engaged in the unauthorized practice of law.
2. The Board further recommends that the Supreme Court of Ohio issue an Order prohibiting Respondents from engaging in the unauthorized practice of law in the future, including but not limited to signing pleadings on behalf of others, appearing at court proceedings on behalf of others, and engaging in mediation on behalf of others.
3. The Board further recommends that the Supreme Court issue an Order requiring Respondents to notify their clients that they are not authorized to file complaints for them

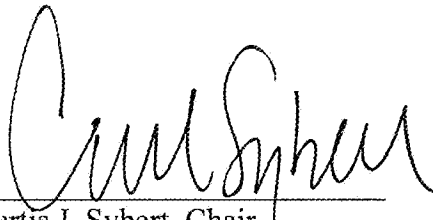
in any court of law or represent them in any capacity in connection with any proceedings filed in any court of law.

4. The Board further recommends that the Supreme Court issue an Order requiring Respondents to return the portion of the fees and repay any and all sums obtained in connection with the 113 defendants in the proceedings herein described and to provide Relator written proof of payment.

5. The Board recommends a civil penalty of \$2,500 for each of the 113 counts of unauthorized practice of law be imposed upon Respondents, jointly and severally, for a total of \$282, 500.

#### **VII. STATEMENT OF COSTS**

Attached as Exhibit C<sup>3</sup> is a statement of costs and expenses incurred to date by the Relator and Board in this matter.

A handwritten signature in black ink, appearing to read "Curtis J. Sybert", is written over a horizontal line.

Curtis J. Sybert, Chair  
Board on the Unauthorized Practice of Law

---

<sup>3</sup> The Statement of Costs is on page 29.



## EXHIBIT A – TABLES OF CASES

### Rocky River Municipal Court Cases

Ex. B#	Case Caption/Case No.	Date Filed	Notes
2.	<i>American Cash Exchange v. Charles Melendez</i> , Case No. 09 CVI 166	January 13, 2009	
3.	<i>American Cash Exchange v. Shawnte Champion</i> , Case No. 09 CVI 248	January 15, 2009	
4.	<i>American Cash Exchange v. Vaenita Tinnon</i> , Case No. 09 CVI 259	January 15, 2009	
5.	<i>American Cash Exchange v. Leah Kirkland</i> , Case No. 09 CVI 584	February 8, 2009	
6.	<i>American Cash Exchange v. Danny Jones</i> , Case No. 09 CVI 0738	February 13, 2009	
7.	<i>American Cash Exchange v. Debbie Hinson</i> , Case No. 09 CVI 1350	March 26, 2009	
8.	<i>American Cash Exchange v. Danyale Lee</i> , Case No. 09 CVI 1393	March 30, 2009	
9.	<i>American Cash Exchange v. Michael Robinson</i> , Case No. 09 CVI 1395	March 30, 2009	
10.	<i>American Cash Exchange v. Chaunté Owens</i> , Case No. 09 CVI 1406	March 30, 2009	
11.	<i>American Cash Exchange v. Jennifer Sheehan</i> , Case No. 09 CVI 1701	April 21, 2009	Signed by Sam Thomas III, Esq. (0067848)
12.	<i>American Cash Exchange v. Vaenita Tinnon</i> , Case No. 09 CVI 259	January 15, 2009	

**Bedford Municipal Court Cases**

<b>Ex. #</b>	<b>Case Caption/Case No.</b>	<b>Date Filed</b>	<b>Notes</b>
1.	<i>American Cash Exchange v. Adabelle Hazly</i> , Case No. 09 CVI 074	January 2, 2009	
13.	<i>American Cash Exchange v. Gilbert Johnson, Jr.</i> , Case No. 09 CVI 0027	February 13, 2009	
14.	<i>American Cash Exchange v. Linda Barrett</i> , Case No. 09 CVI 0037	January 2, 2009	
15.	<i>American Cash Exchange c/o Aaron, Derek Carter &amp; Stein, LLC v. Orlando Hopson</i> , Case No. 09 CVI 03942	July 15, 2009	Signed by Sam Thomas III, Esq. (0067848)
16.	<i>American Cash Exchange v. Tamesha Edwards</i> , Case No. 10 CVI 4597	Illegible	Plaintiff listed as "American Cash Exchange"; Street address provided matches that of Respondents'; signed by attorney Richard M. Conte (0006647)
17.	<i>American Cash Exchange v. Felicia Tucker</i> , Case No. 10 CVI 5505	November 12, 2010	Plaintiff listed as "American Cash Exchange c/o Aaron, Derek Carter & Stein, LLC" Signed by Richard M. Conte (0006647)
18.	<i>American Cash Exchange v. Vaenita M. Tinnin</i> , Case No. 08 CVI 08196	December 12, 2008	

**Willoughby Municipal Court**

<b>Ex. #</b>	<b>Case Caption/Case No.</b>	<b>Date Filed</b>	<b>Notes</b>
19.	<i>Loan Smart, Inc. v. John Stigalt</i> , Case No. 09 CVI 0041	February 25, 2009	
20.	<i>Loan Smart, Inc. v. Sherry Nevels-Luke</i> , Case No. 09 CVI 00738	April 8, 2009	
21.	<i>Loan Smart, Inc. v. Marybeth Manseau</i> , Case No. 09 CVI 00346	February 19, 2009	
22.	<i>Loan Smart Inc. dba Cashsmart v. Aundria Hawkins</i> , Case No. 09 CVI 00348	February 19, 2009	
23.	<i>Loan Smart, Inc. v. Lenard Taylor</i> , Case No. 09 CVI 00411	February 25, 2009	
24.	<i>Loan Smart, Inc. v. Gregg Putzbach</i> , Case No. 09 CVI 00412	February 25, 2009	
25.	<i>Loan Smart, Inc. v. Tuesday Maple</i> , Case No. 09 CVI 00454	March 4, 2009	
26.	<i>Loan Smart, Inc. v. Marlon Merritt</i> , Case No. 09 CVI 00455	March 4, 2009	
27.	<i>Loan Smart, Inc. v. Wendy Tolliver</i> , Case No. 09 CVI 00456	March 4, 2009	
28.	<i>Loan Smart, Inc. v. Fenise Shepherd</i> , Case No. 09 CVI 00525	March 11, 2009	
29.	<i>Loan Smart, Inc. v. Dawn Murphy</i> , Case No. 09 CVI 00526	March 11, 2009	
30.	<i>Loan Smart, Inc. v. Rose Stillisano</i> , Case No. 09 CVI 00527	March 11, 2009	
31.	<i>Loan Smart Inc. dba Cash Smart, Inc. v. Florence Barnes- Thomas</i> , Case No. 09	March 16, 2009	

CVI 00565		
-----------	--	--

**Willoughby Municipal Court**

32.	<i>Loan Smart, Inc. v. James Louis, Case No. 09 CVI 00569</i>	March 16, 2009	
33.	<i>Loan Smart, Inc. v. Margaret Demaria-Susevich, Case No. 09 CVI 00568</i>	March 16, 2009	
34.	<i>Loan Smart, Inc. v. Christina Medinger, Case No. 09 CVI 00605</i>	March 23, 2009	
35.	<i>Loan Smart, Inc. v. Brenda McCreary, Case No. 09 CVI 00607</i>	March 23, 2009	
36.	<i>Loan Smart Inc. dba Cash Smart v. Gregg Putzbach, Case No. 09 CVI 00608</i>	March 23, 2009	
37.	<i>Loan Smart, Inc. v. Marchelle Epperson, Case No. 09 CVI 00735</i>	April 8, 2009	
38.	<i>Loan Smart, Inc. v. Richard Olah, Case No. 09 CVI 00737</i>	April 8, 2009	
39.	<i>Loan Smart, Inc. v. Charlene Jones, Case No. 09 CVI 01202</i>	June 4, 2009	
40.	<i>Loan Smart, Inc. v. Anise Carter, Case No. 09 CVI 01203</i>	June 4, 2009	
41.	<i>Loan Smart Inc. dba Cash Smart v. Eugene Parker, Case No. 09 CVI 01257</i>	June 10, 2009	
42.	<i>Loan Smart Inc. dba Cash Smart v. Cheryl Surovy, Case No. 09 CVI 01258</i>	Jun 10, 2009	
43.	<i>Loan Smart, Inc. v. Vontriste Bogarty, Case No. 06 CVI 01084</i>	May 25, 2006	
44.	<i>Loan Smart, Inc. v. Jeremy Woford, Case No. 06 CVI 01085</i>	May 25, 2006	
45.	<i>Loan Smart, Inc. v. Kathy Wilbraham, Case No. 06 CVI 02272</i>	October 23, 2006	

46.	<i>Loan Smart, Inc. v. Sakina Stewart</i> Case No. 09 CVI 00260	February 10, 2009	
-----	---	-------------------	--

**Euclid Municipal Court**

Ex. #	Case Caption/Case No.	Date Filed	Notes
47.	<i>All Kind Check Cashing DBA Cash Stop v. Strom Gaston</i> , Case No. 08 CVI 2576	July 7, 2008	
48.	<i>All Kind Check Cashing DBA Cash Stop v. Janet Ploenzke</i> , Case No. 08 CVI 2577	July 7, 2008	
49.	<i>All Kind Check Cashing DBA Cash Stop v. Marcus Strong</i> , Case No. 08 CVI 2700	July 15, 2008	Business card attached to complaint (See Exhibit B)
50.	<i>All Kind Check Cashing DBA Cash Stop v. Geneva Martin</i> , Case No. 08 CVI 2701	July 15, 2008	Business card attached to complaint (See Exhibit B)
51.	<i>All Kind Check Cashing DBA Cash Stop v. Lakelia Jaundon</i> , Case No. 08 CVI 2702	July 15, 2008	Business card attached to complaint (See Exhibit B)
52.	<i>All Kind Check Cashing DBA Cash Stop v. Linda Shaffer</i> , Case No. 08 CVI 2758	Illegible	Business card attached to complaint (See Exhibit B)
53.	<i>All Kind Check Cashing DBA Cash Stop v. Douglas Rusnak</i> , Case No. 08 CVI 2759	Illegible	Business card attached to complaint (See Exhibit B)
54.	<i>All Kind Check Cashing DBA Cash Stop v. Darnel Sailes</i> , Case No. 08 CVI 2760	Illegible	Business card attached to complaint (See Exhibit B)
55.	<i>All Kind Check Cashing DBA Cash Stop v. Virgil Peterson</i> , Case No. 08 CVI 2763	Illegible	Business card attached to complaint (See Exhibit B)
56.	<i>All Kind Check Cashing DBA Cash Stop v. Laura Rinella</i> , Case No. 08 CVI 2764	Illegible	Business card attached to complaint (See Exhibit B)

**Euclid Municipal Court**

<b>Ex. #</b>	<b>Case Caption/Case No.</b>	<b>Date Filed</b>	<b>Notes</b>
57.	<i>All Kind Check Cashing DBA Cash Stop v. Beverly Strowder</i> , Case No. 08 CVI 2700	Illegible	Business card attached to complaint (See Exhibit B)
58.	<i>All Kind Check Cashing DBA Cash Stop v. Kimberly Hood</i> , Case No. 08 CVI 2766	Illegible	Business card attached to complaint (See Exhibit B)
59.	<i>All Kind Check Cashing DBA Cash Stop v. James Mickler</i> , Case No. 08 CVI 2771	Illegible	Business card attached to complaint (See Exhibit B)
60.	<i>All Kind Check Cashing DBA Cash Stop v. Curtis Beckham</i> , Case No. 08 CVI 2772	Illegible	Business card attached to complaint (See Exhibit B)
61.	<i>All Kind Check Cashing DBA Cash Stop v. Monica Levett</i> , Case No. 08 CVI 2773	Illegible	
62.	<i>All Kind Check Cashing DBA Cash Stop v. Georgette Franklin</i> , Case No. 08 CVI 2854	Illegible	
63.	<i>All Kind Check Cashing DBA Cash Stop v. Jimmie Franklin</i> , Case No. 08 CVI 2855	July 21, 2008	
64.	<i>All Kind Check Cashing DBA Cash Stop v. Nakia Thomas</i> , Case No. 08 CVI 2856	July 21, 2008	Business card attached to complaint (See Exhibit B)
65.	<i>All Kind Check Cashing DBA Cash Stop v. Frances Womack</i> , Case No. 08 CVI 2857	July 21, 2008	
66.	<i>All Kind Check Cashing DBA Cash Stop v. Larissa Wilson-Gamble</i> , Case No. 08 CVI 2858	July 21, 2008	
67.	<i>All Kind Check Cashing DBA Cash Stop v. Christian Jones</i> , Case No. 08 CVI 2897	July 28, 2008	

**Euclid Municipal Court**

68.	<i>All Kind Check Cashing DBA Cash Stop v. Richard Johnson, Case No. 08 CVI 2921</i>	July 30, 2008	
69.	<i>All Kind Check Cashing DBA Cash Stop v. Darlene Nicholson, Case No. 08 CVI 3037</i>	August 1, 2008	
70.	<i>All Kind Check Cashing DBA Cash Stop v. Rasheen Townsend, Case No. 08 CVI 3038</i>	August 1, 2008	
71.	<i>All Kind Check Cashing DBA Cash Stop v. Latesha Waller, Case No. 08 CVI 3039</i>	August 1, 2008	
72.	<i>All Kind Check Cashing DBA Cash Stop v. Marcia Clark, Case No. 08 CVI 3130</i>	August 11, 2008	
73.	<i>All Kind Check Cashing DBA Cash Stop v. Mia Haynes, Case No. 08 CVI 3131</i>	August 11, 2008	
74.	<i>All Kind Check Cashing DBA Cash Stop v. Staci Hynd, Case No. 08 CVI 3132</i>	August 11, 2008	
75.	<i>All Kind Check Cashing DBA Cash Stop v. Betty Kitchen, Case No. 08 CVI 3149</i>	August 11, 2008	
76.	<i>All Kind Check Cashing DBA Cash Stop v. Robert Gadson, Case No. 08 CVI 3150</i>	August 11, 2008	
77.	<i>All Kind Check Cashing DBA Cash Stop v. Dan Grdadolnik, Case No. 08 CVI 3151</i>	August 11, 2008	
78.	<i>All Kind Check Cashing DBA Cash Stop v. Vivian Lykes, Case No. 08 CVI 3145</i>	August 11, 2008	
79.	<i>All Kind Check Cashing DBA Cash Stop v. Stanley Wheeler, Case No. 08 CVI 3146</i>	August 11, 2008	

80.	<i>All Kind Check Cashing DBA Cash Stop v. Marcedus Williams, Case No. 08 CVI 3147</i>	August 11, 2008	
81.	<i>All Kind Check Cashing DBA Cash Stop v. Margaret Robinson, Case No. 08 CVI 3148</i>	August 11, 2008	
82.	<i>All Kind Check Cashing DBA Cash Stop v. Jenny Holley, Case No. 08 CVI 3142</i>	August 11, 2008	
83.	<i>All Kind Check Cashing DBA Cash Stop v. Debra Harris, Case No. 08 CVI 3143</i>	August 11, 2008	
84.	<i>All Kind Check Cashing DBA Cash Stop v. Crystal Sledge, Case No. 08 CVI 3144</i>	August 11, 2008	
85.	<i>All Kind Check Cashing DBA Cash Stop v. Emma Sanford, Case No. 08 CVI 3139</i>	August 11, 2008	
86.	<i>All Kind Check Cashing DBA Cash Stop v. John Beres, Case No. 08 CVI 3140</i>	August 11, 2008	
87.	<i>All Kind Check Cashing DBA Cash Stop v. Linda Chapman, Case No. 08 CVI 3141</i>	August 11, 2008	
88.	<i>All Kind Check Cashing DBA Cash Stop v. Rhonda Funderwhite, Case No. 08 CVI 3136</i>	August 11, 2008	Original contract water damaged
89.	<i>All Kind Check Cashing DBA Cash Stop v. Lakisha Sims, Case No. 08 CVI 3138</i>	August 11, 2008	
90.	<i>All Kind Check Cashing DBA Cash Stop v. Abraham Pringle, Case No. 08 CVI 3137</i>	August 11, 2008	
91.	<i>All Kind Check Cashing DBA Cash Stop v. James Green, Case No. 08 CVI 3135</i>	August 11, 2008	
92.	<i>All Kind Check Cashing DBA Cash Stop v. Marchiel Barnes, Case No. 08 CVI 3134</i>	August 11, 2008	



**Euclid Municipal Court**

<b>Ex. #</b>	<b>Case Caption/Case No.</b>	<b>Date Filed</b>	<b>Notes</b>
93.	<i>All Kind Check Cashing DBA Cash Stop v. Laprayida Hill, Case No. 08 CVI 3152</i>	August 11, 2008	
94.	<i>All Kind Check Cashing DBA Cash Stop v. Sheila Phalen, Case No. 08 CVI 3153</i>	August 11, 2008	Magistrate's findings of fact and conclusions of law (Syracuse)
95.	<i>All Kind Check Cashing DBA Cash Stop v. Chris Wallace, Case No. 08 CVI 3154</i>	August 11, 2008	Magistrate's findings of fact and conclusions of law (Syracuse)
96.	<i>All Kind Check Cashing DBA Cash Stop v. Stanley Woodard, Case No. 08 CVI 3155</i>	August 11, 2008	
97.	<i>All Kind Check Cashing DBA Cash Stop v. Ingrid Williams, Case No. 08 CVI 3156</i>	August 11, 2008	
98.	<i>All Kind Check Cashing DBA Cash Stop v. Floyd Federico, Case No. 08 CVI 3157</i>	August 11, 2008	Defendant listed as Floyd Federico
99.	<i>All Kind Check Cashing DBA Cash Stop v. Andrew Topolovich, Case No. 08 CVI 3248</i>	August 19, 2008	
100.	<i>All Kind Check Cashing DBA Cash Stop v. Charlene Jones, Case No. 08 CVI 3249</i>	August 19, 2008	Magistrate's findings of fact and conclusions of law (Syracuse)
101.	<i>All Kind Check Cashing DBA Cash Stop v. Barbara Stephens, Case No. 08 CVI 3472</i>	September 4, 2008	
102.	<i>All Kind Check Cashing DBA Cash Stop v. Quentis Hearn, Case No. 08 CVI 3473</i>	September 4, 2008	Magistrate's findings of fact and conclusions of law (Syracuse)

**Akron Municipal Court**

Ex. #	Case Caption/Case No.	Date Filed	Notes
103.	<i>ServePro v. Allen Kinney, et al</i> , Case No. 08 CVI 06419	November 19, 2010	CV 2009-04-3244 Order – Judge Hunter Journal Entry – Ninth Court of Appeals Notice of Appeal Correspondence to Judge Holcomb from Kenneth Turowski (15205) Decision and Journal Entry
104.	<i>Cash Smart, Inc v. Rita Arrington</i> , Case No. 08 CVI 13363	February 11, 2008	Dismissal of Hearing Date (Williams)
105.	<i>Cash Smart, Inc v. Robert J. Murkins</i> , Case No. 08 CVI 04080	April 2, 2008	Notice and Summons in Action Judgment Entry Magistrate's Decision
106.	<i>Cash Smart, Inc v. Paula Thomas</i> , Case No. 08 CVI 03048	April 12, 2008	Judgment Entry Magistrate's Decision Notice and Summons in Action
107.	<i>Cash Smart, Inc v. Audrey Turner</i> , Case No. 08 CVI 03047	April 12, 2008	Magistrate's decision Agreement Notice and Summons in Action
108.	<i>Cash Smart, Inc v. Lori Hale</i> , Case No. 08 CVI 03046	April 12, 2008	Magistrate's Decision Notice and Summons in Action
109.	<i>Cash Smart, Inc v. Patricia Humphrey</i> , Case No. 08 CVI 03045	April 12, 2008	Judgment Entry Magistrate's Decision Notice and Summons in Action
110.	<i>Cash Smart, Inc v. Latisha Sanders</i> , Case No. 08 CVI 03044	April 12, 2008	Dismissal Notice and Summons in Action
111.	<i>Cash Smart, Inc v. Raymond Pinczes</i> , Case No. 08 CVI 03043	April 12, 2008	Judgment Entry Magistrate's Decision Notice and Summons in Action
112.	<i>Cash Smart, Inc v. Robin Evans</i> , Case No. 08 CVI 03041	April 12, 2008	Judgment Entry Magistrate's Decision Notice and Summons in Action (2)
113.	<i>Cash Smart, Inc v. Stalicia Jones</i> , Case No. 08 CVI 03040	April 12, 2008	Judgment Entry Magistrate's Decision Notice and Summons in Action
114.	<i>Cash Smart, Inc v. Cathy Condon</i> , Case No. 08 CVI 03039	April 12, 2008	Judgment Entry Magistrate's Decision Notice and Summons in Action

**Akron Municipal Court**

<b>Ex. #</b>	<b>Case Caption/Case No.</b>	<b>Date Filed</b>	<b>Notes</b>
115.	<i>Cash Smart, Inc v. Michelle Boone</i> , Case No. 08 CVI 01240	March 8, 2008	Dismissal Notice and Summons in Action
116.	<i>Cash Smart, Inc v. Cassandra Griffin</i> , Case No. 08 CVI 01239	March 8, 2008	Notice and Summons in Action Magistrate's Decision
117.	<i>Cash Smart, Inc v. Cassandra Satterwhite</i> , Case No. 08 CVI 01238	March 8, 2008	Judgment Entry Magistrate's Decision Notice and Summons in Action (3)

## EXHIBIT B

*Bankruptcy Criminal Traffic Garnishment Personal Injury*

**Sam Thomas III, Esq.**  
*Attorney      Legal Services*  
*with A Personal Touch*

ATTORNEY REG. No. 0067848

Aaron, Derek, Carter & Stein, LLC      Office: (216) 751-8400  
21403 Chagrin Blvd, Suite 295      Fax: (216) 751-8495  
Beachwood, Ohio 44122      email: [sam@st3attorney.com](mailto:sam@st3attorney.com)

**EXHIBIT C**

**BOARD ON THE UNAUTHORIZED PRACTICE OF LAW OF  
THE SUPREME COURT OF OHIO**

**STATEMENT OF COSTS**

Deposition/Transcript Costs	\$362.04
Copies	\$611.48
Federal Express	\$128.60
Postage	\$ 19.50
Certified Copies	\$ 5.75
<hr/>	
<b>TOTAL</b>	<b>\$1,127.37</b>

## CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Final Report was served by certified mail upon the following this 22<sup>nd</sup> day of August 2013: Cleveland Metropolitan Bar Association, 1301 E. Ninth Street, Second Level, Cleveland, OH 44114; Russell A. Moorhead, 614 West Superior Avenue, #860, Cleveland, Ohio 44113; Kelli Kay Perk, Esq., 1200 Ontario Street, 8th Floor, Cleveland, Ohio 44113; Derek Wooten, 21403 Chagrin Boulevard, #295, Beachwood, Ohio 44122; Aaron, Derek, Carter & Stein, LLC, 21403 Chagrin Boulevard, #295, Beachwood, Ohio 44122; Ohio State Bar Association UPL Committee, P.O. Box 16562, Columbus, Ohio 43216; Office of Disciplinary Counsel 250 Civic Center Drive, Suite 325, Columbus, Ohio 43215-7411; Akron Bar Association UPL Committee, 57 S Broadway St., Akron, Ohio 44308; Lake County Bar Association, P.O. Box 490, 25 North Park Place, Painesville, Ohio 44077.

Minerva B. Elizaga  
Minerva B. Elizaga, Secretary