

[Until this opinion appears in the Ohio Official Reports advance sheets, it may be cited as *Butler Cty. Bar Assn. v. Conrad*, Slip Opinion No. 2026-Ohio-4115.]

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SLIP OPINION NO. 2026-OHIO-4115

BUTLER COUNTY BAR ASSOCIATION v. CONRAD.

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Attorneys—Misconduct—Violations of the Rules of Professional Conduct—Attorney’s conduct as a guardian of an incompetent person’s estate and subsequent representation of probate estate—Conditionally stayed one-year suspension.

(No. 2026-0703—Submitted August 4, 2025—Decided October 22, 2026.)

ON CERTIFIED REPORT by the Board of Professional Conduct of the Supreme Court, No. 2025-035.

The per curiam opinion below was joined by DEWINE, DETERS, HAWKINS, and SHANAHAN, JJ. KENNEDY, C.J., and FISCHER, J., concurred in part and dissented in part and would not stay the suspension. BRUNNER, J., did not participate.

Per Curiam.

{¶ 1} Respondent, Ralph John Conrad, of Fairfield, Ohio, Attorney Registration No. 0039398, was admitted to the practice of law in Ohio in 1987.

{¶ 2} In a December 2025 complaint, relator, the Butler County Bar Association, alleged that Conrad had failed to act with reasonable diligence and competence while serving as the guardian of an incompetent person's estate and, following that person's death, as the attorney for the probate estate; that he had commingled personal and client funds and failed to maintain adequate records regarding client funds in his possession and control; that he had created a conflict of interest and provided improper financial assistance to his client; and that the delay occasioned by his misconduct was prejudicial to the administration of justice. Conrad waived a probable-cause determination.

{¶ 3} The parties entered into stipulations of fact, misconduct, and aggravating and mitigating factors. They also submitted 14 stipulated exhibits and jointly proposed that Conrad receive a fully stayed one-year suspension for his misconduct on the conditions that he engage in no further misconduct and successfully complete the Office of Disciplinary Counsel's trust-accounting continuing-legal-education course.

{¶ 4} Conrad was the sole witness to testify at a hearing before a three-member panel of the Board of Professional Conduct. After the hearing, the panel issued a report finding by clear and convincing evidence that Conrad had committed five of the six stipulated rule violations. The panel unanimously dismissed the sixth stipulated violation upon finding that it was not supported by the stipulations and evidence. The panel concurred in the parties' stipulated aggravating and mitigating factors and recommended that Conrad be suspended from the practice of law for one year, with the entire suspension stayed on

conditions. The board adopted the panel's findings of fact, conclusions of law, and recommended sanction.

{¶ 5} After independently reviewing the board's report and recommendation, the record, and our applicable precedent, we agree that the appropriate sanction for Conrad's misconduct is a one-year suspension stayed on the conditions that he engage in no further misconduct and successfully complete the Office of Disciplinary Counsel's continuing-legal-education course, "Trust Accounting 101: Basic Management Skills and Best Practices."

MISCONDUCT

{¶ 6} The stipulated evidence and testimony shows that in January 2016, an application for appointment of a guardian for the person of R.O., an alleged incompetent person, was filed in the Butler County Probate Court. R.O. was a family member of Conrad's friend and former colleague, Pamela LaTulippe. The court approved the application and appointed Lifespan, Inc., as guardian of R.O.'s person. Separately, at LaTulippe's request, Conrad accepted an appointment as guardian of R.O.'s estate. In that role, Conrad was charged with collecting R.O.'s assets and paying his bills, including medical bills and fees owed to the nursing facility where R.O. resided.

{¶ 7} On March 21, 2016, Conrad filed a guardian's inventory that listed assets consisting of bank accounts containing approximately \$6,900; an individual retirement account containing approximately \$3,500; an annuity valued at \$62,000; household goods valued at \$5,000; a home valued at \$129,430; and "other" annual income of approximately \$14,900.

{¶ 8} After obtaining authorization from the probate court, Conrad sold the annuity for \$43,300. Although Conrad paid R.O.'s other obligations, including Lifespan's invoices, from a guardianship checking account, he deposited the annuity proceeds into his operating account, paid \$22,000 from that account to R.O.'s nursing facility, and left the remainder of the annuity proceeds in his

operating account. At his disciplinary hearing, Conrad testified that he had used his operating account so that he could pay the nursing home “as quickly as [he] could,” noting that he did not keep checks for his client trust account on hand and that the banks used by R.O. and the guardianship did not have branches close to Conrad.

{¶ 9} R.O. died on March 4, 2017. On March 9, the probate court issued an entry terminating the guardianship and ordering Conrad to file a final guardian’s account within 30 days. On May 9, Conrad and LaTulippe filed an application to probate R.O.’s will in the Butler County Probate Court. LaTulippe was the estate’s fiduciary and Conrad served as her attorney.

{¶ 10} By the time of R.O.’s funeral, there were insufficient funds to pay R.O.’s funeral expense of \$11,500. Conrad signed the contract with the funeral home in his personal capacity and promised to pay for the funeral services with the expectation that the estate would eventually pay the bill.

{¶ 11} LaTulippe was the transfer-on-death beneficiary on the deed to R.O.’s home, meaning that it was not subject to the probate proceeding. In June 2017, LaTulippe auctioned the home and its contents. The parties stipulated that the sale of those items yielded \$120,000; that from the sale proceeds, LaTulippe paid \$64,000 to R.O.’s nursing facility and \$41,000 to herself as the fiduciary;¹ and that the balance paid for auction and closing costs—though it appears from a later account filed in the probate court that \$1,302.87 of those proceeds representing the sale of R.O.’s personal property went to the estate.

{¶ 12} Before making the \$41,000 distribution to herself, LaTulippe called Conrad to see whether there were any other bills that needed to be paid. Conrad forgot about the funeral bill and told her that she could make the distribution. For

1. Despite the parties’ stipulation and the board’s finding, it appears that the \$41,000 would have been transferred to LaTulippe as the transfer-on-death beneficiary rather than for her role as fiduciary.

more than two years, the funeral home sent Conrad letters and made monthly calls to him seeking payment for the outstanding bill.

{¶ 13} On July 25, 2019, the funeral home filed a creditor’s bill for \$14,900 with the probate-court clerk in an effort to secure payment. On August 12, Conrad filed the inventory and appraisal and a partial estate account. Then on October 15, he paid the funeral home \$6,500 from his personal funds, leaving a balance of \$8,400. In March 2020, the funeral home wrote off \$8,466 as a bad debt. But in January 2021, Conrad paid the funeral home \$1,000 from the estate’s account, leaving a balance of \$7,466, including late fees and interest.

{¶ 14} Conrad filed a final fiduciary’s account in the probate estate in July 2021. He stipulated, however, that the probate court informed him that it would not approve the final estate account until after the final guardian’s account was filed and approved, because the guardianship funds that existed when R.O. died were an estate asset that had to be included in the final estate account.

{¶ 15} On August 4, 2025—after a grievance was filed against him and relator had conducted its investigation—Conrad filed a final guardian’s account. Because of his failure to maintain accurate records, he was unable to account for all the money that he had received on R.O.’s behalf. In the August account, Conrad noted that he had reimbursed \$593.88 to R.O.’s estate. But at his disciplinary hearing, Conrad acknowledged that he had not kept accurate records for the guardianship or the estate. He admitted that he had no ledger and that he had relied on his ability to go to his banks to obtain copies of his checks and bank statements to “put the account[s] together.” He stated, however, that he had been unable to obtain records from his banks to confirm the distributions he had made on behalf of the estate because he “was far too late” and “the banks had already erased those things from their system[s].”

{¶ 16} After meeting with the probate-court judge, Conrad agreed that he owed additional restitution to the guardianship for which he was unable to account.

Following that meeting and based in part on three check stubs from his operating account, Conrad calculated that he owed restitution of \$1,593.88 to R.O.’s estate and conveyed a check to LaTulippe. He filed an amended final guardian’s account on September 24, 2025, showing the \$1,593.88 reimbursement, and the probate court approved the account on October 1. The final estate account was approved the same day.

{¶ 17} During the disciplinary investigation, however, relator reviewed Conrad’s bank records and calculated that he owed an additional \$14,600 in restitution. That amount represented the difference between the annuity proceeds that were deposited into Conrad’s operating account and the amounts that relator could verify that Conrad had paid from that account for various guardianship and estate bills.

{¶ 18} On April 3, 2026, Conrad filed a second amended final guardian’s account showing an additional reimbursement of \$14,600 to the estate. Three days later, he gave LaTulippe a check for \$14,600 payable to R.O.’s estate. At the time of Conrad’s disciplinary hearing, the estate had not yet been reopened and LaTulippe had not been able to open a new estate checking account in which to deposit Conrad’s restitution checks.

{¶ 19} Around the time that Conrad filed the second amended final guardian’s account, he approached the funeral home to request evidence that the bill for R.O.’s funeral had either been paid in full or written off. Upon learning that the estate would be reopened, the funeral home reasserted the past-due balance. Because LaTulippe could not yet deposit the restitution checks, Conrad went to the funeral home and paid the outstanding balance of \$7,467.92 out of his personal funds. Conrad expects that LaTulippe will reimburse him \$3,618.28—the balance of the original funeral bill—once the estate is reopened.

{¶ 20} At his disciplinary hearing, Conrad testified that he has not charged any fees for his work on either of R.O.’s probate matters and that he does not intend

to. He admitted that the estate was still not closed—though his disciplinary hearing occurred more than nine years after R.O.’s death—and stipulated that over the years, the probate court had issued four citations to him and LaTulippe for their deficiencies and dilatory acts.

{¶ 21} Relator’s complaint alleged that Conrad’s conduct violated six ethical rules: Prof.Cond.R. 1.1 (requiring a lawyer to provide competent representation to a client), 1.3 (requiring a lawyer to act with reasonable diligence and promptness in representing a client), 1.7(a)(2) (prohibiting representation if a lawyer’s professional or personal interests will materially limit his ability to carry out appropriate action for the client), 1.8(e) (prohibiting a lawyer from providing financial assistance to a client in connection with pending or contemplated litigation except in certain limited circumstances), 1.15(a) (requiring a lawyer to hold funds belonging to a client or third party in a client trust account separate from his own property and to maintain certain records for each client on whose behalf funds are held), and 8.4(d) (prohibiting a lawyer from engaging in conduct that is prejudicial to the administration of justice).

{¶ 22} The parties stipulated that Conrad had committed all six of the charged rule violations. But based on the evidence and stipulations, the board found by clear and convincing evidence that Conrad committed just five of the six charged rule violations. Specifically, the board found that Conrad’s conduct violated Prof.Cond.R. 1.1 because he failed to provide competent representation as guardian and legal representative of R.O.’s estate for over eight years and that his conduct violated Prof.Cond.R. 1.3 because he failed to diligently file the final guardian and estate accounts with the probate court and to complete the administration of the estate in a reasonable and timely manner. The board also found that Conrad’s conduct violated Prof.Cond.R. 1.7(a)(2) because his continued representation while he retained assets of the probate estate in his operating account created a substantial risk that his ability to carry out an appropriate action for the estate would be

materially limited by his own personal interests. In addition, the board determined that Conrad's conduct violated Prof.Cond.R. 1.15(a) because he placed funds belonging to R.O.'s estate into his operating account and failed to maintain accurate records regarding the assets and liabilities of the R.O. guardianship and estate. And the board agreed that the eight-year delay in finalizing the guardianship and probate accounts that was occasioned by Conrad's misconduct was prejudicial to the administration of justice in violation of Prof.Cond.R. 8.4(d). Despite the parties' stipulation, the board unanimously dismissed the alleged violation of Prof.Cond.R. 1.8(e) upon finding that it was not supported by the stipulations and evidence.

{¶ 23} We adopt the board's findings of misconduct.

RECOMMENDED SANCTION

{¶ 24} When imposing sanctions for attorney misconduct, we consider all relevant factors, including the ethical duties that the lawyer violated, the aggravating and mitigating factors listed in Gov.Bar R. V(13), and the sanctions imposed in similar cases.

{¶ 25} The parties stipulated and the board found that two aggravating factors are present in this case—Conrad engaged in a pattern of misconduct and committed multiple offenses. *See* Gov.Bar R. V(13)(B)(3) and (4). We agree that these aggravating factors are present here.

{¶ 26} The parties stipulated and the board found that five mitigating factors are present in this case: Conrad had a clean disciplinary record, lacked a selfish or dishonest motive, made a timely good-faith effort to make restitution, made full and free disclosure and exhibited a cooperative attitude throughout the disciplinary proceedings, and submitted four letters attesting to his good character and reputation. *See* Gov.Bar R. V(13)(C)(1) through (5). We agree that these mitigating factors are present here.

{¶ 27} The board explained that Conrad's misconduct involved poor judgment as evidenced by his commingling of funds, poor recordkeeping, and

failure to act diligently and competently but that he did not act with a selfish or dishonest motive. The board noted that Conrad did not attempt to collect any legal fees for his services as the guardian of R.O.'s estate or the attorney for the probate estate. He made restitution of \$1,593.88 when he filed his amended final guardian's account. After relator's investigation demonstrated that additional restitution of \$14,600 was owed, Conrad filed a second amended final guardian's account and paid the additional restitution to the estate. And when LaTulippe experienced difficulties in opening an estate bank account in which to deposit those restitution checks, Conrad paid the outstanding balance of \$7,467.92 to the funeral home out of his personal funds. Though Conrad expects that LaTulippe will reimburse him \$3,618.28 (representing the balance of the original funeral bill) once LaTulippe deposits his restitution checks, he has acknowledged that he is not entitled to reimbursement of the \$3,516.87 in interest he paid to make the funeral home whole.

{¶ 28} The parties jointly recommended that Conrad be suspended for one year with the suspension stayed in its entirety on the conditions that he engage in no further misconduct and complete the Office of Disciplinary Counsel's continuing-legal-education course, "Trust Accounting 101: Basic Management Skills and Best Practices." The board recommends that we adopt the parties' proposed sanction. In support of that sanction, the parties and the board relied on three cases in which we imposed sanctions ranging from a public reprimand to a two-year conditionally stayed suspension on attorneys who engaged in misconduct bearing some similarities to the misconduct at issue here. *See Dayton Bar Assn. v. Austin*, 1997-Ohio-280; *Disciplinary Counsel v. Johnston*, 2009-Ohio-1432; *Disciplinary Counsel v. VanBibber*, 2024-Ohio-1702.

{¶ 29} In *Austin*, an attorney placed guardianship funds into his client trust account rather than a separate guardianship account, thereby preventing the beneficiaries from earning interest. Like Conrad, Austin also failed to maintain proper records of deposits and payments to the guardianship account, and he failed

to provide correct accountings to a probate court during his approximately nine-year tenure as guardian.

{¶ 30} Austin was found to have violated three disciplinary rules of the former Code of Professional Conduct that prohibited a lawyer from engaging in conduct adversely reflecting on his or her fitness to practice law, failing to maintain complete records of client funds, and failing to promptly deliver funds that a client is entitled to receive. *Austin* at ¶ 4. In contrast, Conrad has been found to have committed five separate rule violations. As mitigating factors, Austin provided for the needs of the beneficiaries without interruption and made full restitution before the disciplinary action was commenced. *Id.* at ¶ 5. The board also noted that Austin had experienced a series of difficult personal circumstances and was highly regarded for his work with an agency that provided legal services to the poor. *Id.* We adopted the board’s recommendation and publicly reprimanded Austin for his misconduct. *Id.* at ¶ 6-8.

{¶ 31} In *Johnston*, 2009-Ohio-1432, an attorney impermissibly commingled personal and client funds in his client trust account and failed to maintain reliable records of client funds held in his possession, as Conrad did in this case. But Johnston also used his client trust account to pay his operating expenses and either overdrafted or incurred insufficient-fund charges on his client trust account 22 times over a two-year period—though he was not charged with misappropriating any client funds. In addition to violating rules that required a lawyer to deposit client funds in an identifiable bank account separate from the lawyer’s personal funds and to maintain complete records of all client funds and property coming into the lawyer’s possession—comparable to two of the five violations found in this case—Johnston was found to have engaged in conduct that adversely reflected on his fitness to practice law. *See id.* at ¶ 10.

{¶ 32} The sole aggravating factor in *Johnston* was a pattern of misconduct. *Id.* at ¶ 15. Citing Johnston’s clean disciplinary record, his implementation of a

new accounting system, his full cooperation in the disciplinary proceedings, evidence of his good character and reputation, and the absence of significant harm to any client, we imposed a conditionally stayed one-year suspension for Johnston's misconduct. *Id.* at ¶ 15-16.

{¶ 33} And in *VanBibber*, 2024-Ohio-1702, the attorney commingled earned fees with client funds in his client trust account and paid personal expenses from that account. VanBibber also failed to maintain general and client ledgers, perform required monthly reconciliations of his client trust account, and provide information in response to the relator's inquiries about that account. In addition to that client-related misconduct, VanBibber engaged in conduct that gave rise to five traffic stops, made false statements to law-enforcement officers during those traffic stops, was convicted of multiple traffic offenses, and failed to comply with the resulting court orders—none of which is present in this case. Moreover, VanBibber stipulated that he had violated eight separate ethical rules compared to the five rule violations at issue in this case. *See id.* at ¶ 24-25, 33-35.

{¶ 34} In addition to the two aggravating factors present in this case, VanBibber acted with a dishonest or selfish motive, failed to cooperate in the disciplinary proceedings, and submitted false statements or evidence in the disciplinary process. *See id.* at ¶ 37. In mitigation, he submitted evidence of his good character and reputation and had other penalties or sanctions imposed for his misconduct. *Id.* at ¶ 39. We suspended VanBibber from the practice of law for two years but stayed the entire suspension on conditions because of VanBibber's eventual acceptance of responsibility for his misconduct and evidence of his good character and commitment to providing legal services to an underserved community. *Id.* at ¶ 56-57.

{¶ 35} Along with the cases cited by the parties and the board, we find *Disciplinary Counsel v. Peters*, 2019-Ohio-5219, to be instructive. Peters failed to competently represent two clients and neglected their legal matters. He filed one

client's personal-injury claim after the applicable statute of limitations had expired. And at the time of his disciplinary hearing, he had held a settlement check belonging to the estates of two deceased clients for nearly three years without reopening the estates or depositing the check into his client trust account. Peters violated three of the ethical rules at issue in this case, committing two violations of both Prof.Cond.R. 1.1 and 1.3 and a single violation of Prof.Cond.R. 1.15(a). *See id.* at ¶ 9, 12. He also violated three additional rules by failing to keep a client reasonably informed about the status of a matter, failing to comply as soon as practicable with a client's reasonable requests for information, and failing to promptly notify a client or third person that he had received funds in which the client or third person had a lawful interest. *Id.* at ¶ 12, citing Prof.Cond.R. 1.4(a)(3) and (4), 1.15(d).

{¶ 36} Although Peters was not charged with engaging in conduct that was prejudicial to the administration of justice as Conrad was in this case, he had a brief attorney-registration suspension, was found to have harmed vulnerable clients, and failed to make restitution to them—none of which are present in this case. *See id.* at ¶ 9, 12, 14. Peters also lacked a dishonest or selfish motive, cooperated in the disciplinary proceedings, and acknowledged the wrongfulness of his misconduct. *Id.* at ¶ 15. For Peters's misconduct, we imposed a one-year suspension stayed in its entirety on conditions that included the payment of restitution. *Id.* at ¶ 21.

{¶ 37} Based on the foregoing, we find that Conrad's misconduct is more serious than that of *Austin* and not as egregious as that of *VanBibber* and that the facts of this case are most comparable to those of *Johnston* and *Peters*. We therefore agree that the appropriate sanction for Conrad's misconduct is a one-year suspension stayed in its entirety on the conditions that he engage in no further misconduct and successfully complete the Office of Disciplinary Counsel's continuing-legal-education course, "Trust Accounting 101: Basic Management Skills and Best Practices."

CONCLUSION

{¶ 38} Accordingly, Ralph John Conrad is hereby suspended from the practice of law in Ohio for one year, with the entire suspension stayed on the conditions that he engage in no further misconduct and successfully complete the Office of Disciplinary Counsel’s continuing-legal-education course, “Trust Accounting 101: Basic Management Skills and Best Practices.” If Conrad fails to comply with any condition of the stay, the stay will be revoked and he will serve the entire one-year suspension. Costs are taxed to Conrad.

Judgment accordingly.

Repper Pagan Law, Ltd., and Christopher J. Pagan, for relator.

Montgomery Jonson, L.L.P., George D. Jonson, and Lisa M. Zaring, for respondent.
