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SLIP OPINION NO. 2026-OHIO-4626

CLEVELAND METROPOLITAN BAR ASSOCIATION *v.* WILSON.

[Until this opinion appears in the Ohio Official Reports advance sheets, it may be cited as *Cleveland Metro. Bar Assn. v. Wilson*, Slip Opinion No. 2026-Ohio-4626.]

Attorneys—Misconduct—Violations of the Rules of Professional Conduct, including neglecting several clients' legal matters, providing incompetent representation, making false statements to two tribunals, making frivolous arguments on behalf of one client, failing to cooperate in one disciplinary investigation, engaging in conduct prejudicial to the administration of justice, and engaging in conduct adversely reflecting on fitness to practice law—Indefinite suspension.

(No. 2026-0724—Submitted August 4, 2026—Decided November 24, 2026.)

ON CERTIFIED REPORT by the Board of Professional Conduct of the Supreme Court, No. 2025-016.

The per curiam opinion below was joined by KENNEDY, C.J., and FISCHER, DEWINE, BRUNNER, DETERS, HAWKINS, and SHANAHAN, JJ.

Per Curiam.

{¶ 1} Respondent, Arleesha Shawntay Wilson, of Cleveland, Ohio, Attorney Registration No. 0097351, was admitted to the practice of law in Ohio in 2018.

{¶ 2} In a five-count December 2025 second amended complaint, relator, the Cleveland Metropolitan Bar Association, charged Wilson with 18 violations of the Rules of Professional Conduct. Relator alleged that, among other things, Wilson had neglected several clients' legal matters, provided incompetent representation, made false statements to two tribunals, made frivolous arguments on behalf of one client by citing four cases that do not exist and twice misrepresenting the legal significance of seven other cases, and failed to cooperate in one of the resulting disciplinary investigations. Relator further alleged that Wilson had engaged in conduct that was prejudicial to the administration of justice and adversely reflected on her fitness to practice law.

{¶ 3} The parties entered into stipulations of fact, misconduct, and aggravating and mitigating factors. They also stipulated to the amount of restitution that Wilson owes in connection with her misconduct and submitted 157 stipulated exhibits. Wilson was the only witness to testify at the hearing before a three-member panel of the Board of Professional Conduct. Relator argued that Wilson should be indefinitely suspended from the practice of law for her misconduct, while Wilson urged the board to allow her to continue practicing law. Although the panel chair gave the parties the opportunity to submit posthearing briefs to support their proposed sanctions, Wilson did not file a brief.

{¶ 4} After the disciplinary hearing, the panel issued a report, finding by clear and convincing evidence that Wilson had committed the charged misconduct.

The panel adopted the parties' stipulated aggravating and mitigating factors. Two panel members recommended that Wilson be suspended from the practice of law for two years with one year conditionally stayed and that she be required to serve a one-year period of monitored probation upon her reinstatement to the practice of law. The third panel member dissented, stating that he would indefinitely suspend Wilson from the practice of law. The board adopted the panel's findings of fact and conclusions of law but recommended that Wilson be indefinitely suspended from the practice of law. No objections have been filed.

{¶ 5} For the reasons that follow, we adopt the board's findings of misconduct and indefinitely suspend Wilson from the practice of law in Ohio.

I. FINDINGS OF FACT

A. Count One: The Cameron Matter

{¶ 6} In November 2020, Wilson agreed to represent Dana Huddleston-Cameron and Derrick L. Cameron in a breach-of-contract case that their former counsel had filed on their behalf against 1st Choice Roofing Company in the Cuyahoga County Court of Common Pleas, case No. CV-20-929626. The case involved a contract for repairs and replacement of the roof of a commercial building owned by the Camerons. Wilson did not carry professional-liability insurance at the time and failed to inform the Camerons of that fact in writing as required by Prof.Cond.R. 1.4(c).

{¶ 7} Wilson filed a notice of appearance in the Camerons' case on November 11, 2020. Although 1st Choice had sent discovery requests, including requests for information regarding the Camerons' damages, to the Camerons' former counsel in July 2020, the case file that Wilson received from the Camerons' former counsel did not include those requests. Wilson did not respond to any discovery requests, and she told the trial court at an August 2022 hearing that she had no knowledge of the requests sent by 1st Choice before she was retained.

{¶ 8} On July 12, 2021, the trial court held a settlement conference. During that conference, Wilson informed the court that the Camerons had hired a new roofing contractor to replace the roof at a cost of $202,250. The court noted that the figure was significantly higher than 1st Choice's original contract price of $95,000 and was different from the ranges stated in the expert report provided by the Camerons' former counsel. Wilson stated that she did not recall seeing an expert report and that she was unfamiliar with the issue of potential warranty coverage under the original contract. The court instructed the parties to familiarize themselves with the case and indicated that another settlement conference would be scheduled.

{¶ 9} During a status conference held later in July, the trial court, at the request of 1st Choice, instructed Wilson to inform the Camerons to stop all work on the roof. Wilson represented to the court that the Camerons would cease all work and allow 1st Choice an opportunity to inspect the roof before a new roof was installed. Although 1st Choice sent a cease-and-desist letter to Wilson on the same day as the status conference, work on the roof continued and was completed in fall 2021, and 1st Choice was deprived of an opportunity to inspect the roof before it was replaced. The Camerons eventually stated under oath that they were unaware that 1st Choice had requested that they cease work on the roof and give 1st Choice an opportunity to inspect it.

{¶ 10} Wilson also failed to cooperate with 1st Choice's efforts to schedule the Camerons' depositions. She simply did not reply to the first three attempts at scheduling by 1st Choice. After a fourth inquiry, Wilson discussed with opposing counsel's paralegal that December 8, 2021, may be a possible date to conduct the depositions, but she did not respond to further efforts by opposing counsel to confirm that date. Consequently, on December 7, 1st Choice moved to extend the case deadlines because it had not yet had the opportunity to depose the Camerons or inspect the roof.

{¶ 11} Wilson sought and obtained leave to file an amended complaint on the Camerons' behalf. Wilson filed the amended complaint on February 15, 2022, and 1st Choice filed a motion to dismiss it; Wilson failed to oppose the motion. The trial court dismissed all claims except the breach-of-contract claim and set August 31 as the trial date.

{¶ 12} On the day of the trial, the trial court discussed potential settlement with the parties. During that discussion, the court learned that Wilson had provided 1st Choice with a copy of the new roofing contractor's contract for and photographs of the new roof but that she had not produced any bills or invoices for the new roof. Counsel for 1st Choice requested dismissal of the case with prejudice as a discovery sanction, while Wilson requested a continuance so that she could produce responsive documents. The court was not inclined to continue the trial and warned Wilson that if the case was continued, it would order the Camerons to pay 1st Choice's legal fees related to Wilson's failure to supplement discovery. The court further advised Wilson that if the case moved forward, it would grant an adverse-inference instruction based on the Camerons' failure to permit 1st Choice to inspect the roof before it was replaced. When Wilson informed the court that the Camerons would dismiss the case under Civ.R. 41(A) and then refile it, the court reminded Wilson that 1st Choice would still be entitled to both the adverse-inference instruction based on the spoliation of evidence and the fees it had incurred because of her failure to supplement discovery.

{¶ 13} After Wilson filed a notice of voluntary dismissal of the case on the Camerons' behalf and the trial court dismissed the case without prejudice, 1st Choice filed a motion for sanctions for frivolous conduct under Civ.R. 11 and R.C. 2323.51. Wilson filed objections to the motion on the Camerons' behalf, and the court scheduled a hearing on the motion for December 7, 2022. On December 2, the court's staff attorney emailed counsel for both parties, informing them that the December 7 hearing needed to be rescheduled, providing a list of potential dates

for the hearing, and asking counsel to confer with their clients and select a new date. Wilson discussed the potential dates with Huddleston-Cameron, who informed her that the dates would not work, but Wilson never responded to the staff attorney's email. The court set the hearing for January 17, 2023.

{¶ 14} On January 9, Wilson filed a motion to continue the hearing based on a scheduling conflict and the Camerons' need for additional time to secure transportation from their out-of-state home. The trial court denied the motion. Wilson appeared at the hearing without the Camerons. She informed the court that she had never agreed to the January 17 hearing date. When asked why she had not informed the court of the conflict when she first discovered it, Wilson claimed that she had responded to the staff attorney's email but that the hearing was scheduled anyway. The court instructed Wilson to locate her responsive email, which she found in her drafts folder; the email had never been sent. The draft email she showed the court bore the date of the hearing, though at her disciplinary hearing, Wilson testified that the date automatically updated whenever she opened the draft.

{¶ 15} The Camerons refiled their lawsuit against 1st Choice on August 30, 2023. The trial court dismissed the Camerons' refiled lawsuit with prejudice in February 2024.

{¶ 16} On November 20, 2023, the trial court ordered Wilson to pay a sanction of $13,155.50 to Thomas Connick, counsel for 1st Choice, within 60 days of the court's order. The amount represented the reasonable attorney fees that 1st Choice had incurred as a result of Wilson's failure to supplement discovery and her failure to comply with the court's orders. Wilson did not comply with the court's sanctions order or respond to Connick's repeated requests for payment. Consequently, the court ordered Wilson to appear and show cause why she had failed to comply with the court's sanctions order. On July 22, 2024, the court found Wilson in contempt of its November 20, 2023 order, imposed an additional sanction of $1,000, and converted the sum of the two sanctions into a judgment against

Wilson in favor of Connick for $14,155.50 with interest accruing at the statutory rate from the date of judgment.

{¶ 17} In May 2024, the Camerons filed a legal-malpractice action against Wilson in the Cuyahoga County Court of Common Pleas, case No. CV-24-997762. Service of the Camerons' complaint was obtained on Wilson by regular mail after certified-mail service was returned unclaimed. Still, Wilson failed to answer the complaint or attend the hearing on the Camerons' motion for default judgment.

{¶ 18} In September 2024, the trial court granted judgment to the Camerons as to liability in their legal-malpractice action. Wilson failed to attend the damages hearing held on January 27, 2025. On February 11, the court issued a default judgment against Wilson and awarded the Camerons actual and compensatory damages of $202,250 plus interest and costs; punitive damages of $405,000 plus interest and costs; and all costs and expenses accrued in the action, including reasonable attorney fees of $18,163, for a total judgment of $607,250 plus interest. At the time of Wilson's March 2026 disciplinary hearing, the February 2025 malpractice judgment and the July 2024 sanctions judgment remained unpaid.

{¶ 19} The parties stipulated that Wilson's conduct in the Cameron matter violated 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), 1.4(c) (requiring a lawyer to inform a client if the lawyer does not maintain professional-liability insurance and obtain a signed acknowledgment of that notice from the client), and 3.3(a)(1) (prohibiting a lawyer from knowingly making a false statement of fact or law to a tribunal or failing to correct a false statement of material fact or law that the lawyer previously made to the tribunal).

B. Count Two: The Ross Matter

{¶ 20} In late August or early September 2024, Keith Ross hired Wilson to represent him in a civil matter. On November 4, Wilson filed a complaint on Ross's

behalf in the Cuyahoga County Court of Common Pleas, alleging that Ross's sister had forged a quitclaim deed for a house that she occupied but that Ross believed was his. Eight days later, Ross sent Wilson a text message terminating her representation.

{¶ 21} Wilson did not file a motion to withdraw from Ross's case. Instead, on February 3, 2025, Wilson filed a notice of voluntary dismissal, asserting that Ross sought to dismiss his case *with* prejudice under Civ.R. 41(A)(1)(a). The trial court dismissed the case with prejudice the following day and later refunded the balance of the case-cost deposit to Wilson. Wilson did not inform Ross that his case had been dismissed with prejudice or explain to him what that meant, nor did she refund the deposit to Ross.

{¶ 22} Ross filed a grievance with relator in May 2025. Wilson did not respond to relator's June 2025 letter of inquiry. In her response to relator's second letter of inquiry that it sent in July 2025, Wilson claimed that in January 2025, Ross asked her to dismiss his case and that she learned that his case had been dismissed *with* prejudice only when she read his grievance. However, Wilson has since stipulated that she did not discuss dismissing the case with Ross.

{¶ 23} On October 30, 2025, Wilson filed a Civ.R. 60(B) motion for relief from the February 2025 dismissal judgment, seeking to correct her "inadvertent misstatement" to reflect that the dismissal was intended to be *without* prejudice. On January 23, 2026, the magistrate assigned to hear Ross's case issued a decision recommending that the motion be denied after finding that Ross had failed to establish excusable neglect and that the motion, filed 269 days after the dismissal judgment was issued, had not been filed within a reasonable time. On February 10, 2026, the trial court adopted the magistrate's decision.

{¶ 24} The parties stipulated that Wilson's conduct in the Ross matter violated Prof.Cond.R. 1.3, 1.4(a)(3) (requiring a lawyer to keep a client reasonably informed about the status of a matter), 1.16(d) (requiring a lawyer withdrawing

from representation to take steps reasonably practicable to protect the client's interest), and 8.4(d) (prohibiting a lawyer from engaging in conduct that is prejudicial to the administration of justice).

C. Count Three: The Brewer Matter

{¶ 25} Darnell Brewer hired Wilson in May 2025 to file a bankruptcy petition on his behalf and paid her $1,600. On May 8, Wilson filed a Chapter 13 bankruptcy petition and repayment plan on Brewer's behalf in the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division. The petition identified Brewer's assets, including a commercial real property located at 3801 East 131st Street in Cleveland and a 2019 GMC Terrain, and the creditors associated with those assets. Although the Cuyahoga County auditor valued the commercial real property at $50,800, the petition and repayment plan listed it with a value of $25,000. Furthermore, the repayment plan listed Brewer's payments to the bankruptcy trustee as "$0.00 per Month for 60 months." At her disciplinary hearing, Wilson testified that Brewer's repayment plan should have required a payment of "around $1,600 a month" but that the software she had used to draft the plan "came up with a zero-dollar plan" and she did not know "[h]ow or why that was omitted."

{¶ 26} On May 9, the bankruptcy court issued a filing-deficiency notice and an order for Wilson to appear and show cause why the case should not be dismissed or converted for her failure to file a certificate of credit counseling and a declaration regarding electronic filing. However, the certificate of credit counseling had been filed the previous day. And on June 5, the date appointed for the show-cause hearing, Wilson filed the declaration regarding electronic filing and the legal descriptions of the real properties listed in the bankruptcy petition. Because a foreclosure had been filed against the 3801 East 131st Street property in the Cuyahoga County Court of Common Pleas, case No. CV-24-100350, Wilson also filed a suggestion of stay in that case predicated on the bankruptcy proceeding.

{¶ 27} In July 2025, the bankruptcy trustee filed a motion to dismiss Brewer's bankruptcy case based on his failure to make payments to the trustee in furtherance of the repayment plan. Wilson filed a response in opposition to the motion on Brewer's behalf, in which she claimed that "[Brewer] was under the impression that a wage order would be initiated, but it appears to be an error and [Brewer] intends to correct that." The bankruptcy court granted the trustee's motion on August 11, and the bankruptcy case was closed on November 14. At her disciplinary hearing, Wilson admitted that she had not corrected Brewer's repayment plan to state the correct payment amount and that she had not advised Brewer to pay any money to the trustee before the trustee filed the motion to dismiss—though the bankruptcy rules require debtors to make a payment within 30 days of filing for bankruptcy.

{¶ 28} On August 18, Wilson and Brewer exchanged emails in which they discussed refiling Brewer's bankruptcy case. And on August 25, Brewer emailed Wilson to inquire about the status of the refiling. However, Brewer's 2019 GMC Terrain was repossessed on September 11, and he terminated Wilson's services a few days later. The common pleas court lifted the stay in the foreclosure action following the dismissal of the bankruptcy case, and the 3801 East 131st Street property was sold at a sheriff's sale. Brewer retained new counsel and filed a motion to return the order of sale without execution, but the court denied the motion and the sale of the commercial real property was confirmed.

{¶ 29} After receiving a grievance from Brewer, relator sent Wilson two letters of inquiry, but Wilson did not respond to either letter. Although the first letter was sent by certified mail and signed for in September 2025, Wilson denied any knowledge of the grievance when relator spoke with her by phone in November 2025. She did timely respond to a third letter of inquiry following that phone call. Wilson refunded Brewer's entire $1,600 fee. And at her disciplinary hearing, Wilson acknowledged that if she had been more diligent in her response to the

bankruptcy trustee's motion to dismiss Brewer's bankruptcy case and instructed Brewer to make a payment to the trustee, he would not have lost his car or his commercial real property.

{¶ 30} The parties stipulated that Wilson failed to provide competent representation to Brewer and failed to act with reasonable diligence and promptness in representing him, in violation of Prof.Cond.R. 1.1 and 1.3, respectively. The parties further stipulated that Wilson's conduct in the Brewer matter violated Prof.Cond.R. 8.1(b) (prohibiting a lawyer from failing to disclose a material fact or knowingly failing to respond to a demand for information by a disciplinary authority during an investigation) and that it also was prejudicial to the administration of justice in violation of Prof.Cond.R. 8.4(d).

D. Count Four: The Safe Choice, L.L.C., Matter

{¶ 31} On behalf of Safe Choice, L.L.C., Wilson filed a civil action against the City of Cleveland in the Cuyahoga County Court of Common Pleas, case No. CV-24-105768, in October 2024. The next month, the city filed a notice of removal of the action to the United States District Court for the Northern District of Ohio, Eastern Division, case No. 1:24-cv-02033-PAB.

{¶ 32} On April 3, 2025, the city filed a motion for judgment on the pleadings, and on May 4, Wilson filed a brief in opposition on Safe Choice's behalf. In its May 16 reply to Safe Choice's opposition brief, the city claimed that Safe Choice had "identifie[d] quoted language that [was] not in fact found anywhere in the [cited] opinion" and "cite[d] cases that do not exist." The city further alleged that "[w]hen actual existing cases [were] cited, those cases [did] not stand for the proposition espoused [by Safe Choice]."

{¶ 33} On September 25, the federal district court ordered Safe Choice, by September 29 at 4:30 p.m., to either provide copies of four specific cases cited in Safe Choice's opposition brief or file an explanation as to why it was unable to provide copies of those cases. The court noted that it had been unable to locate

those four cases using standard legal-research tools. On September 29 at 4:45 p.m., Wilson sent an email to the court indicating that she was experiencing issues with electronically filing Safe Choice's response to the court's September 25 order. She attached to her email the response and 1,395 pages of caselaw, which she claimed were copies of all cases cited in Safe Choice's opposition brief. On September 30, the court issued an order stating that the four cases in question were not included in the attachment to Wilson's email and that Safe Choice had otherwise failed to comply with the September 25 order. Consequently, the court ordered Safe Choice to show cause by October 2 as to why it should not be held in contempt for violating the September 25 order.

{¶ 34} In the show-cause-order response that Wilson filed on Safe Choice's behalf on October 2, Wilson blamed the federal district court's electronic-filing system for rejecting Safe Choice's filing on September 29. In addition, she claimed that after receiving the September 30 show-cause order, she reviewed Safe Choice's opposition brief and discovered that the four cases in question had been inadvertently included in the brief as a result of a drafting error. On October 3, based in part on Wilson's claim that she had filed the "incorrect" version of the brief, the federal district court scheduled a contempt hearing for October 15 and ordered Wilson to produce at that hearing three copies of the "final brief" showing the revisions that she had made to remove the four cases. The court further ordered Wilson to produce at the hearing three copies of the four cases in question and proof that the final brief was created on or before May 4—the date that she had filed the "incorrect" version of the brief.

{¶ 35} At the October 15 contempt hearing, the federal district court confirmed with Wilson that she had not filed copies of the four cases in question or provided an explanation as to why she was unable to do so and that she therefore was in violation of the court's September 25 order. When the court asked Wilson why she had emailed approximately 1,300 pages of caselaw to the court, she stated

that she had acted off of an abbreviated summary of the court's September 25 order that appeared on the court's docket and that she had not read the entire order until after the court issued its September 30 order.

{¶ 36} During the contempt hearing, Wilson initially refused to admit that the four cases in question do not exist; instead, she submitted three cases that she claimed she had been ordered to provide. The federal district court noted, however, that the three cases Wilson provided were not among the four cases in question, as the cases she provided were issued in different years or by different courts or had names slightly different from the cases in question. And Wilson acknowledged that she could not find the fourth case that the court had ordered her to provide. The court eventually asked Wilson if she had used artificial intelligence ("AI") in drafting Safe Choice's opposition brief, and Wilson confirmed that she had. The court then asked Wilson if she was certifying that the four cases in question that she had cited in the brief exist, to which Wilson answered, "No," before acknowledging that she was unable to find them.

{¶ 37} At the contempt hearing, Wilson provided the federal district court with three copies of what she claimed was the "final brief" that was created on or before May 4 and was the version of Safe Choice's opposition brief that should have been filed. The court stated that it was not going to grant Wilson leave to file the final brief. But the court asked Wilson if she would file the brief on the docket if such leave was granted, and Wilson stated that she would. The court asked Wilson if she would be able to certify that the brief complied with Fed.R.Civ.P. 11, to which she replied, "I would think so." The court then identified seven other cases cited in Safe Choice's opposition brief that either did not contain the quotations that were attributed to them or did not stand for the propositions for which they were cited. Wilson acknowledged that those seven cases were likely cited in the "final brief" that she had presented to the court that day.

{¶ 38} On October 17, the federal district court issued an opinion and order declining to hold Safe Choice or Wilson in contempt for violating the court's September 25 order. *Safe Choice, L.L.C. v. Cleveland*, 2025 WL 2958211, *1, 6 (N.D.Ohio Oct. 17, 2025). The court found, however, that Wilson had violated Fed.R.Civ.P. 11(b) in three ways: (1) by citing four cases in Safe Choice's opposition brief that do not exist and had been hallucinated by the AI software that she had used to prepare the brief, (2) by misrepresenting in the brief the legal significance of seven other cases that the court identified during the contempt hearing, and (3) by citing those seven cases again in the final brief that she presented to the court during the contempt hearing. *Id.* at *5-6. The court therefore ordered Wilson to show cause as to why her conduct was not in violation of Fed.R.Civ.P. 11(b) and why she should not be sanctioned. *Id.* at *6.

{¶ 39} In her response to the federal district court's October 17 show-cause order, Wilson stated that the opposition brief she originally filed on Safe Choice's behalf was an "internal research draft" prepared with the assistance of her law clerk "for purposes of case law review and outline development" rather than the "finalized version of the brief" that she had fully reviewed and presented to the court at the October 15 contempt hearing. She admitted that the brief "contained cases that were in fact located via use of artificial intelligence" but claimed that the seven cases questioned by the court during the hearing "corresponded to real, published authority and reflected a good-faith interpretation of existing law, not fabrication or misrepresentation."

{¶ 40} On October 30, the federal district court issued an opinion and order, again finding that Wilson had violated Fed.R.Civ.P. 11(b) by citing four cases that do not exist and twice misrepresenting the legal significance of seven other cases. *Safe Choice, L.L.C. v. Cleveland*, 2025 WL 3029553, *1-4 (N.D.Ohio Oct. 30, 2025). The court also found that in her response to the court's October 17 show-cause order, Wilson fabricated quotes from five additional cases. *Id.* at *4. The

court ordered Wilson to pay a $7,500 penalty within 30 days and to provide copies of its October 30 sanctions order, its October 17 show-cause order, and her response to the show-cause order to both relator and Safe Choice within seven days. *Id.* at *6. The court stated that it was simultaneously issuing a separate opinion and order dismissing Safe Choice's federal claims, declining to exercise supplemental jurisdiction over the company's state-law claims, and remanding the case to state court, *id.* at *6, fn. 7. It also ordered Wilson to provide copies of the sanctions order and related documents to the state court within seven days of the remand to that court. *Id.* at *6.

{¶ 41} Wilson timely provided the documents regarding her Fed.R.Civ.P. 11(b) violations to relator and Safe Choice. Although the Safe Choice case was remanded to the Cuyahoga County Court of Common Pleas on November 13, 2025, at the time of her March 2026 disciplinary hearing, Wilson had not complied with the federal district court's order to provide copies of the documents regarding her Fed.R.Civ.P. 11(b) violations to the state court. At her disciplinary hearing, she testified that she had not paid any amount toward her monetary sanction—even though she had agreed to a payment plan that required her to make payments of $250 per month.

{¶ 42} The parties stipulated that Wilson's conduct in the Safe Choice matter violated Prof.Cond.R. 1.1, 3.1 (prohibiting a lawyer from asserting or controverting an issue in a proceeding that is unsupported by law or lacks a good-faith argument for an extension, modification, or reversal of existing law), 3.3(a)(1), 3.4(c) (prohibiting a lawyer from knowingly disobeying an obligation under the rules of a tribunal), and 8.4(d).

E. Count Five: Egregious Misconduct

{¶ 43} The parties stipulated that Wilson's misconduct as described in Counts One through Four above is so egregious that it warrants an additional finding that her conduct adversely reflects on her fitness to practice law in violation

of Prof.Cond.R. 8.4(h). *See Disciplinary Counsel v. Bricker*, 2013-Ohio-3998, ¶ 21.

II. MISCONDUCT

{¶ 44} Consistent with the parties' stipulations, the panel found by clear and convincing evidence that Wilson's conduct violated Prof.Cond.R. 1.1, 1.3, 1.4(a)(3), 1.4(c), 1.16(d), 3.1, 3.3(a)(1), 3.4(c), 8.1(b), 8.4(d), and 8.4(h). The board adopted the panel's findings of fact and conclusions of law. We adopt the board's findings of misconduct and note that the full measure of Wilson's conduct consists of single violations of Prof.Cond.R. 1.4(a)(3), 1.4(c), 1.16(d), 3.1, 3.4(c), 8.1(b), and 8.4(h); two violations of Prof.Cond.R. 3.3(a)(1); and three violations each of Prof.Cond.R. 1.1, 1.3, and 8.4(d).

III. SANCTION

{¶ 45} "When imposing sanctions for attorney misconduct, we consider all relevant factors, including the ethical duties that the attorney violated, the aggravating and mitigating factors listed in Gov.Bar R. V(13), and the sanctions imposed in similar cases." *Disciplinary Counsel v. Ranke*, 2024-Ohio-5491, ¶ 37. "We have consistently recognized that 'the goal of disciplinary proceedings is not to punish the errant lawyer, but to protect the public.'" *Id.*, quoting *Toledo Bar Assn. v. Hales*, 2008-Ohio-6201, ¶ 21.

{¶ 46} In this case, the parties stipulated and the panel and board found that five aggravating factors are present—namely, that Wilson acted with a dishonest or selfish motive, engaged in a pattern of misconduct, committed multiple offenses, caused harm to vulnerable victims, and failed to make restitution. *See* Gov.Bar R. V(13)(B)(2) through (4), (8), and (9). Moreover, the parties stipulated and the panel and board found that Wilson owes the following restitution:

- $14,155.50 in sanctions as awarded to Connick in Cuyahoga County Court of Common Pleas case No. CV-20-929626;

- $202,250 plus interest and costs in actual damages, $405,000 plus interest and costs in punitive damages, and $18,163 in attorney fees[1] as awarded to the Camerons in Cuyahoga County Court of Common Pleas case No. CV-24-997762; and
- $7,500 in sanctions as ordered in United States District Court for the Northern District of Ohio case No. 1:24-cv-02033-PAB.

{¶ 47} The panel and board also adopted the parties' stipulation that just two mitigating factors are present in this case—namely, Wilson's clean disciplinary record and evidence of her good character and reputation. *See* Gov.Bar R. V(13)(C)(1) and (5). We note that Wilson submitted 14 character letters—13 from former clients and one from a law clerk who works for Wilson.

{¶ 48} Although relator argued to the panel that Wilson's conduct warrants an indefinite suspension from the practice of law, two members of the panel recommended that she be suspended from the practice of law for two years with one year stayed on the conditions that she (1) pay all court-ordered restitution, (2) refrain from further misconduct, (3) complete a continuing-legal-education course on law-practice management, and (4) submit to an evaluation conducted by the Ohio Lawyers Assistance Program and provide proof that she complied with any treatment or counseling recommendations arising from that evaluation. The two panel members further recommended that upon her reinstatement to the practice of law, Wilson serve a one-year period of monitored probation focused on law-office management. The third panel member dissented, stating that based on *Akron Bar Assn. v. Wittbrod*, 2011-Ohio-4706, he would adopt relator's recommendation of an indefinite suspension.

{¶ 49} After considering the panel's report and our decision in *Wittbrod*, the board recommended that Wilson be indefinitely suspended from the practice of

1. The parties stipulated that Wilson owes $18,163 in attorney fees to the Camerons, but in an apparent error of omission, the board omitted that amount from its findings.

law based on her failure to accept responsibility for her misconduct and the total restitution outstanding for unpaid court sanctions and awarded damages.

{¶ 50} Wilson's misconduct in this case started in November 2020—just two and a half years after she was admitted to the bar—and continued through the date of her March 2026 disciplinary hearing. At her disciplinary hearing, Wilson explained that she did not understand the knowledge, systems, and support that a law firm needs to have in place and that "the amount of ambition [she] had fully clouded [her] attention to making sure that [she] was doing right by clients." She stated that she had always heard that the problem with having a law firm would be getting people in the door, but she "didn't understand that getting too many people in the door [would be] a problem." She stated that she has realized that she "didn't have the time to give the proper care to every case that came through [the] door" and that she has learned that there is a difference between memorizing the rules to pass a test and the practical application of those rules in court.

{¶ 51} Wilson testified that she is grateful that these disciplinary proceedings happened and that she "think[s] it saved [her] life" because she now has no choice but to slow down and "recalibrate." She expressed regret for the negative outcomes her clients experienced and recognized that she must "stand . . . and be accountable for that." At the time of her disciplinary hearing, Wilson continued to practice law, though she stated that she had voluntarily limited her practice to landlord-tenant cases and a small list of Chapter 7 bankruptcy cases.

{¶ 52} Notwithstanding her professed remorse for her misconduct, we note that it was just over a year ago that Wilson made multiple false statements to the federal district court, asserted frivolous arguments, and knowingly disobeyed her obligations under the rules of that tribunal in the Safe Choice matter by citing four cases that do not exist and twice misrepresenting the legal significance of seven other cases. *See Safe Choice*, 2025 WL 3029553, at *1-4. And in her response to

that court's finding that she had violated Fed.R.Civ.P. 11(b), she fabricated quotes from five additional cases. *Id.* at *4.

{¶ 53} Although the federal district court noted that "Wilson suggests that '[d]eterrence has already been achieved,' that 'the lesson has been learned, and [that] the message has been received'" (bracketed text in original), *id.*, the court found that "[t]his could not be further from the truth," *id.* Citing Wilson's fabrication of quotes from the five additional cases, the court rejected her suggestion that she had "'been scared straight'" and instead found that she "ha[d] not even complied with her own stated objective of 'adher[ing] strictly to the highest standards of accuracy going forward.'" (Second bracketed text in original.) *Id.* Indeed, at her disciplinary hearing, Wilson acknowledged that as she was trying to avoid Fed.R.Civ.P. 11 sanctions in federal district court in the Safe Choice matter, she was already aware that a formal disciplinary complaint had been filed against her regarding the Cameron matter.

{¶ 54} In addition, despite having represented to the federal district court that she would make payments of $250 per month toward the court's $7,500 sanction order and that court's ordering Wilson to start making those payments on February 2, 2026, Wilson had not made a single payment before her March 2026 disciplinary hearing. Consequently, the court referred her to its Committee on Complaints and Policy Compliance for investigation and the prosecution of a formal disciplinary proceeding.

{¶ 55} At her disciplinary hearing, Wilson told the panel that it felt "disrespectful" to pay $250 to the federal district court when she owed over half a million dollars to former clients affected by her misconduct. She claimed that she had just saved herself from a foreclosure and that her revenue had decreased because she was not taking as many cases as she had in the past. After noting that she was paying tuition for her two children, she explained, "So I've really been focused on just getting my son across that stage and through prom and senior

season. I don't know if you've ever had a senior season, but they're pretty expensive." Thus, while Wilson speaks of accepting responsibility for her actions, she has failed to comply with the payment plan that *she* proposed to the federal district court and has failed to make even one symbolic payment toward the more than $647,000 in restitution she has stipulated that she owes as a result of her misconduct.

{¶ 56} "[A]n actual suspension from the practice of law is the general sanction when an attorney engages in dishonest conduct." *Medina Cty. Bar Assn. v. Cameron*, 2011-Ohio-5200, ¶ 17. Although Wilson has not been found to have violated Prof.Cond.R. 8.4(c) (prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation), she has been found to have made false statements of fact or law to a tribunal.

{¶ 57} The board advances *Wittbrod*, 2011-Ohio-4706, to support its recommendation that we indefinitely suspend Wilson from the practice of law. Wittbrod neglected three separate legal matters, failed to provide competent representation in two of those matters, and failed to inform his clients that he did not maintain professional-liability insurance. *Id.* at ¶ 7, 9, 11. He also failed to cooperate in the ensuing disciplinary investigations. *Id.*

{¶ 58} Wittbrod had previously been sanctioned for similar acts of misconduct, and after we found him in contempt of a stayed suspension order, we revoked that stay and required him to serve a full six-month suspension. *Id*. at ¶ 2, citing *Akron Bar Assn v. Wittbrod*, 2010-Ohio-341; *id.* at ¶ 14. Additional aggravating factors consisted of Wittbrod's pattern of misconduct involving multiple offenses, his failure to cooperate and ultimate default in the disciplinary proceedings, his failure to make restitution of approximately $5,000, and his complete lack of remorse or acceptance of responsibility for his misconduct. *See id*. at ¶ 3, 8, 14. No mitigating factors were present. *Id*. at ¶ 13.

{¶ 59} In determining the appropriate sanction for Wittbrod's misconduct, we noted that the neglect of an entrusted legal matter coupled with a failure to cooperate in the ensuing disciplinary investigation warrants an indefinite suspension from the practice of law. *Id.* at ¶ 16, citing *Disciplinary Counsel v. Hoff*, 2010-Ohio-136, ¶ 10, *Cleveland Bar Assn. v. Davis*, 2009-Ohio-764, ¶ 17, and *Disciplinary Counsel v. Mathewson*, 2007-Ohio-2076, ¶ 19. And after reviewing the record, weighing the aggravating and mitigating factors, and considering the sanctions imposed for comparable misconduct, we indefinitely suspended Wittbrod, with credit for time served under his prior six-month suspension. *Id*. at ¶ 18.

{¶ 60} We also find that Wilson's misconduct is comparable to the misconduct that was at issue in *Disciplinary Counsel v. Vick*, 2022-Ohio-2541. Vick violated six of the 11 professional-conduct rules at issue in this case. *See id.* at ¶ 9, 20 (violations of Prof.Cond.R. 1.3, 1.4(a)(3), 1.16(d), 3.4(c), 8.1(b), and 8.4(d)). He neglected five client matters, failed to keep those clients reasonably informed about the status of their legal matters, failed to promptly deliver one client's papers and property upon the termination of his representation, knowingly disobeyed an obligation under the rules of a tribunal, failed to cooperate in three of the resulting disciplinary investigations, and engaged in conduct that was prejudicial to the administration of justice in one legal matter. *See id.*

{¶ 61} Vick did not provide incompetent representation to any client, advance frivolous arguments in court, knowingly make false statements to a tribunal, or fail to inform a client that he did not maintain professional-liability insurance, as Wilson did in this case. Nor was he found to have engaged in conduct that adversely reflected on his fitness to practice law in violation of Prof.Cond.R. 8.4(h), as Wilson has been here. Vick did, however, engage in dishonest conduct in one matter by lying to a client; in four client matters, he failed to comply as soon as practicable with his clients' reasonable requests for information, failed to deposit

unearned fees into his client trust account, and failed to refund unearned fees upon his withdrawal from employment; and in one client matter, he failed to make a reasonably diligent effort to comply with a legally proper discovery request. *See id.* at ¶ 9, 10, 20 (violations of Prof.Cond.R. 8.4(c), 1.4(a)(4), 1.15(c), 1.16(e), and 3.4(d)).

{¶ 62} In addition to the five aggravating factors we have found in this case, we found that Vick had failed to cooperate in the disciplinary process because he did not cooperate in three disciplinary investigations and he informed the relator on the morning of his disciplinary hearing that he was unable to attend the hearing. *See id.* at ¶ 1, 2, 22. The sole mitigating factor in *Vick* was the absence of a prior disciplinary record in more than 20 years of legal practice. *Id.* at ¶ 22, 29. We indefinitely suspended Vick from the practice of law, placed additional conditions on his reinstatement, and ordered him to make restitution to six clients totaling $16,410—far less than the total amount of restitution that Wilson has stipulated that she owes in this case. *See id*. at ¶ 31.

{¶ 63} On these facts, we agree with the board that in this case, an indefinite suspension is the appropriate sanction.

IV. CONCLUSION

{¶ 64} Accordingly, Arleesha Shawntay Wilson is indefinitely suspended from the practice of law. Costs are taxed to Wilson.

Judgment accordingly.

Ted R. Fowles, Bar Counsel, and Philip Shipman, Assistant Bar Counsel, for relator.

Arleesha Shawntay Wilson, pro se.
