



Relator filed a Motion for Default on March 22, 2010, accompanied by extensive documentary evidence of Respondent's unauthorized practice of law. (An index to the documentation is attached as Exhibit A.) The Motion includes the affidavits of three individuals for whom Respondent rendered legal services and six individuals to whom Respondent held himself out as an attorney. The Motion also includes copies of legal documents either drafted or reviewed by Respondent, correspondence in which Respondent held himself out as an attorney, and records of the fees charged by Respondent for rendering legal services. On March 23, 2010, Relator hand-delivered a copy of the Motion for Default to Respondent at his last known address. To date, Respondent has not answered the Complaint or the Motion for Default.

**II. FINDINGS OF FACT**

1. Relator is authorized to investigate and prosecute activities which may constitute the unauthorized practice of law in Ohio. Gov.Bar R. VII(4) and (5).
2. Respondent is not admitted to the practice of law in Ohio under Gov.Bar R. I, registered under Gov.Bar R. VI, or certified under Gov.Bar R. II, Gov.Bar R. IX, or Gov.Bar R. XI. (Mot. for Default Ex. 1.)
3. Count One – Timothy Norris
  - a. From approximately January 2006 to November 2007, Respondent maintained a business office at 420 West Loveland Avenue, Loveland, Ohio 45140. Timothy Norris was the co-owner of this property. In January 2006, Mr. Norris also owned the following companies: Norris & Associates Insurance Agency, Ceiba Insurance, Inc., Ceiba Benefits Department, Inc., and Midwest Air Sales Inc. All of Mr. Norris' companies were located in Hamilton, Ohio. (Compl. ¶ 3; Mot. for Default Ex. 2.)

- b. In January 2006, Respondent told Mr. Norris that Respondent was an attorney licensed to practice in Ohio and Florida. In early 2006, Mr. Norris hired Respondent to provide legal assistance to Mr. Norris and his companies. (Mot. for Default Ex. 2.)
- c. From approximately March 2006 to November 2007, Respondent drafted and reviewed contracts, agency agreements, and lease agreements between Mr. Norris' companies and other companies. Respondent also provided legal advice to Mr. Norris and his companies in the areas of acquisitions of other companies and contracts. (Mot. for Default Ex. 2.)
- d. On or about December 15, 2006, Respondent sent a letter addressed to Bankers Insurance Group, St. Petersburg, Florida, in which Respondent represents himself as the "Attorney-at-Law" for Ceiba Insurance, Inc. (Mot. for Default Ex. 2.)
- e. In March 2007, Respondent performed litigation review and negotiated a settlement agreement on behalf of Mr. Norris concerning a legal dispute with Christy Quigley. Mr. Norris co-owned Total Benefits Administration, LLC, with Ms. Quigley. (Mot. for Default Ex. 2, Ex. 7.)
- f. From March 2006 to November 2007, Mr. Norris paid Respondent \$70,073.97 in fees for legal services. (Mot. for Default Ex. 2, Ex. 5.)
- g. In the spring of 2007, Mr. Norris interviewed Attorney Kathryn Weaver (Ohio registration number 0082744) about the possibility of Attorney Weaver representing Mr. Norris and his companies if Attorney Weaver passed the November 2007 Ohio bar examination. During meetings in August 2007 and October 2007 to discuss a possible relationship with Attorney Weaver, Respondent represented himself as Mr. Norris' attorney. (Mot. for Default Ex. 2, Ex. 3.)

- h. During the October 2007 meeting with Mr. Norris and Attorney Weaver, Respondent stated that he “worked on mergers and acquisitions, went to law school in Florida, took the essay portion of the Ohio bar examination in order to practice law in Ohio, practiced law as a solo practitioner at home, worked as an attorney in Arkansas, maintained malpractice insurance through Great American Insurance, and used a friend’s subscription to Westlaw legal research services.” (Mot. for Default Ex. 3.)
- i. In the fall of 2007, Respondent stopped returning Mr. Norris’ telephone calls, e-mails, and text messages. (Mot. for Default Ex. 2, Ex. 3.)
- j. Attorney Weaver was admitted to the practice of law in Ohio on November 5, 2007. Subsequently, Mr. Norris asked Attorney Weaver to retrieve his files from Respondent. After attempting to contact Respondent for two months and not receiving a response, Attorney Weaver went to Respondent’s residence with a police escort to obtain Mr. Norris’ files. Attorney Weaver found Respondent at home and he returned Mr. Norris’ files. (Mot. for Default Ex. 2, Ex. 3.)
- k. During this time, Attorney Weaver learned that Respondent was not licensed to practice law in Ohio and did not carry malpractice insurance. In December 2007, Attorney Weaver reported Respondent’s unauthorized practice of law to the Supreme Court of Ohio, Office of Attorney Services. (Mot. for Default Ex. 3.)
- l. On April 11, 2008, Mr. Norris filed a civil suit under R.C. 4705.07 against Respondent in Butler County Common Pleas Court (Case No. CV-2008-04-1767) to recover the fees he paid to Respondent. Respondent failed to defend and on July 1, 2008, Mr. Norris obtained an order for default judgment against Respondent for

\$70,073.97. Respondent has not paid any portion of this judgment. (Mot. for Default Ex. 2-6.)

4. Count Two – Christy and Thomas Quigley

- a. Until November 2006, Christy Quigley co-owned the commercial property at 420 West Loveland Avenue, Loveland, Ohio 45140, where Respondent’s business office was located. Ms. Quigley’s husband, Thomas Quigley, also maintained a business office at this address. (Mot. for Default Ex. 7, 8.)
- b. On numerous occasions from 2006 to 2007, Respondent stated to the Quigleys that he was an attorney. Based on Respondent’s representations, the Quigleys believed Respondent was a licensed Ohio attorney. (Mot. for Default Ex. 7, 8.)
- c. Ms. Quigley co-owned Total Benefits Administration, LLC, with Mr. Norris. In April 2006, Mr. Norris requested that Ms. Quigley buyout his interest in Total Benefits Administration. For the next two months, Respondent negotiated the terms of the buyout with Ms. Quigley on behalf of Mr. Norris. In June 2006, Ms. Quigley and Mr. Norris reached a tentative buyout agreement. Ms. Quigley hired Attorney Richard Reiling to finalize the buyout and Respondent assumed responsibility for drafting the buyout contract. (Mot. for Default Ex. 7-9.)
- d. In the summer of 2006, Attorney Reiling and Respondent further negotiated the terms of the buyout contract between Ms. Quigley and Mr. Norris. During these negotiations, Respondent attempted to add new terms to the contract including payment by Ms. Quigley of attorney fees to Respondent at \$200 per hour. (Mot. for Default Ex. 9.)

- e. By November 2006, Attorney Reiling had not received a draft buyout contract from Respondent. At this time, Respondent asked Attorney Reiling which “form book” he should consult to draft the contract. Respondent’s question caused Attorney Reiling to recommend that Mr. Quigley verify that Respondent is an attorney. By examining the Supreme Court of Ohio website and telephoning the Court offices, Mr. Quigley learned that Respondent was not licensed to practice law in Ohio. (Mot. for Default Ex. 7-9.)
  - f. During a telephone conversation in January 2007, Mr. Quigley and Attorney Reiling confronted Respondent about his lack of an Ohio license to practice law. Respondent replied that he was “under suspension” and that the suspension would soon be “cleared up.” Subsequently, Attorney Reiling received an e-mail from Respondent stating that Mr. Norris had obtained new counsel and that Respondent was no longer Mr. Norris’ “proxy.” (Mot. for Default Ex. 8, 9.)
5. Count Three – Chris Pavlisko
- a. In March 2006, Chris Pavlisko and Respondent had business offices at the same address. At that time, Mr. Norris referred Mr. Pavlisko to Respondent. Respondent represented himself as a contracts attorney to Mr. Pavlisko. (Mot. for Default Ex. 10.)
  - b. Mr. Pavlisko hired Respondent to prepare a contract to be used in Mr. Pavlisko’s business. Respondent drafted the contract and received \$225 in legal fees from Mr. Pavlisko for this work. Respondent has not refunded any of the fees paid by Mr. Pavlisko. (Mot. for Default Ex. 10.)

6. Count Four – Edward A. Lyon, Esq.
  - a. Until 2007, Attorney Edward A. Lyon co-owned the property at 420 West Loveland Avenue, Loveland, Ohio 45140, where Respondent’s business office was located. From summer 2005 through 2007, Respondent regularly stated to Attorney Lyon that he was an attorney. (Mot. for Default Ex. 11.)
  - b. In early 2006, based upon Respondent’s representation that he was an attorney, Attorney Lyon referred Renee Maxfield to Respondent for assistance with legal documents. (Mot. for Default Ex. 11.)
7. Count Five – Renee Maxfield / April Myers
  - a. In early 2006, Renee Maxfield owned a business named Uptown-N-High Rentals (“Uptown”) in Oxford, Ohio. April Myers is Ms. Maxfield’s assistant. (Mot. for Default Ex. 12.)
  - b. In early 2006, Ms. Myers received a referral from Mr. Lyon indicating that Respondent was an attorney and could prepare contracts for Uptown. During the summer of 2006, Respondent contacted Ms. Myers and stated he could draft contracts for Uptown. Respondent never indicated that he was not an attorney. (Mot. for Default Ex. 12.)
  - c. Based upon Respondent’s representation that he could perform legal work, Ms. Maxfield hired Respondent to revise Uptown’s lease agreement, draft a contractor agreement, and review documents related to the formation of a condominium association. Respondent performed these services for which Uptown paid him at least \$1,800. Respondent has not refunded any of these fees. (Mot. for Default Ex. 12.)

8. Count Six – Greg Smith

- a. In 2006, Mr. Quigley referred Greg Smith, who owned Blue Chip Cookie, LLC (“BCC”), to Respondent for assistance with legal document preparation. In the summer of 2006, Mr. Smith and Respondent met at Respondent’s office to discuss the possibility of an attorney-client relationship. During this meeting, Respondent stated he was an attorney and could prepare franchise documents and contracts for BCC. (Mot. for Default, Ex. 13.)
- b. Based upon Respondent’s representations, Mr. Smith believed Respondent was an attorney, but concluded that he was not experienced with franchises. Mr. Smith decided not to hire Respondent to perform legal services. In 2008, Mr. Smith learned from Mr. Quigley that Respondent was not an Ohio attorney. (Mot. for Default, Ex. 13.)

9. Respondent was afforded numerous opportunities to participate in these proceedings.

The efforts made to contact Respondent and the result are as follows:

- a. On February 1, 2008, Relator sent a certified letter of inquiry to Respondent, return receipt requested, stating that Relator had received documentation that Respondent may be engaging in the unauthorized practice of law. Copies of the documentation were enclosed in the letter and Relator asked Respondent to answer the letter in writing by February 15, 2008. Respondent refused to sign for this certified letter. (Mot. for Default Ex. 15, 16.)
- b. Relator hand-delivered a second letter of inquiry to Respondent on March 29, 2008. Respondent did not respond to the second letter of inquiry. (Mot. for Default Ex. 17-19.)

- c. On September 3, 2008, Relator served a subpoena on Respondent by leaving a copy at his residence. The subpoena commanded Respondent to appear for a deposition on September 16, 2008. Respondent failed to appear for the deposition. (Mot. for Default Ex. 19-21.)
- d. On September 17, 2009, Relator learned that Respondent no longer had a permanent address and was staying with friends. On the same day, Relator was able to get a message to Respondent and then personally served him with an August 13, 2009, letter stating Respondent had not cooperated with Relator's investigation and a copy of the Complaint. (Mot. for Default Ex. 21.)
- e. On August 3, 2009, the Board sent the Notice of Complaint and Complaint to Respondent via certified mail. The Notice and Complaint were returned to the Board by the postal service as "moved left no address" and "unable to forward."
- f. On September 23, 2009, at the Board's request, Relator personally served Respondent with the Notice of Complaint and Complaint. (Mot. for Default Ex. 19-21.)
- g. On March 23, 2010, Relator hand-delivered a copy of the Motion for Default to Respondent. (Mot. for Default Certif. of Serv.)
- h. As of the date of the Panel Report, Respondent failed to respond to the Complaint, the Motion for Default, or any of the correspondence from Relator or the Board.

### **III. 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 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.* (1986), 27 Ohio St.3d 31, 501 N.E.2d 617; *Judd v. City Trust & Sav. Bank* (1937), 133 Ohio St. 81, 12 N.E.2d 288. Accordingly, the Court has exclusive

- jurisdiction over the regulation of the unauthorized practice of law in Ohio. *Greenspan v. Third Fed. S. & L. Assn.*, Slip Opinion No. 2009-Ohio-3508, at ¶ 16; *Lorain Cty. Bar Assn. v. Kocak*, 121 Ohio St.3d 396, 2009-Ohio-1430, 904 N.E.2d 885, at ¶ 16.
2. The Court regulates the unauthorized practice of law in order to “protect the public against incompetence, divided loyalties, and other attendant evils that are often associated with unskilled representation.” *Cleveland Bar Assn. v. CompManagement, Inc.*, 104 Ohio St.3d 168, 2004-Ohio-6506, 818 N.E.2d 1181, ¶ 40.
  3. The unauthorized practice of law is the rendering of legal services for another by any person not admitted or otherwise registered or certified to practice law in Ohio. Gov.Bar R. VII(2)(A).
  4. The Court has consistently held that “[t]he practice of law is not limited to appearances in court, but also includes giving legal advice and counsel and the preparation of legal instruments and contracts by which legal rights are preserved.” *Miami Cty. Bar Assn. v. Wyandt & Silvers, Inc.*, 107 Ohio St.3d 259, 2005-Ohio-6430, 838 N.E.2d 655, at ¶ 11, quoting *Cleveland Bar Assn. v. Misch* (1998), 82 Ohio St.3d 256, 259, 695 N.E.2d 244; *Land Title Abstract & Trust Co. v. Dworken* (1934), 129 Ohio St. 23, 28, 1 O.O. 313, 193 N.E. 650.
  5. “[N]onlawyers engage in the unauthorized practice of law by attempting to represent the legal interests of others and advise them of their legal rights during settlement negotiations.” *Cincinnati Bar Assn. v. Foreclosure Solutions, L.L.C.*, 123 Ohio St.3d 107, 2009-Ohio-4174, 914 N.E.2d 386, at ¶ 25, citing *Disciplinary Counsel v. Brown*, 121 Ohio St.3d 423, 2009-Ohio-1152, 905 N.E.2d 163, ¶ 17; *Disciplinary Counsel v. Robson*, 116 Ohio St.3d 318, 2007-Ohio-6460, 878 N.E.2d 1042, ¶ 10; *Cleveland Bar*

*Assn. v. Henley* (2002), 95 Ohio St.3d 91, 92, 766 N.E.2d 130; *Akron Bar Assn. v. Bojonell* (2000), 88 Ohio St.3d 154, 724 N.E.2d 401; *Cleveland Bar Assn. v. Moore* (2000), 87 Ohio St.3d 583, 722 N.E.2d 514.

6. When nonlawyers accept fees in exchange for legal representation and advice, they engage in the unauthorized practice of law. *Brown*, 121 Ohio St.3d 423, 2009-Ohio-1152, 905 N.E.2d 163, at ¶ 28.
7. A person not licensed to practice law in Ohio may neither “hold that person out in any manner as an attorney at law” nor “[r]epresent that person orally or in writing, directly or indirectly, as being authorized to practice law.” R.C. 4705.07(A)(1), (2). “Holding out” under R.C. 4705.07(A)(1) includes the use of the words “attorney at law” in a written document. R.C. 4705.07(B)(1). Impersonating an attorney in violation of R.C. 4705.07(A) is a first degree misdemeanor. R.C. 4705.99.
8. The Court has also specifically held that holding oneself out as a “member of the Ohio bar to prospective clients and others without possessing a license to practice law in this state” is the unauthorized practice of law. *Disciplinary Counsel v. Robson*, 116 Ohio St.3d 318, 2007-Ohio-6460, 878 N.E.2d 1042, at ¶ 10, citing *Brown*, 121 Ohio St.3d 423, 2009-Ohio-1152, 905 N.E.2d 163; *Medina Cty. Bar Assn. v. Flickinger*, 95 Ohio St.3d 498, 2002-Ohio-2483, 769 N.E.2d 822.
9. A Motion for Default must contain sufficient sworn or certified documentary *prima facie* evidence in support of the allegations of the complaint. Gov.Bar R. VII(7)(B).
10. Respondent engaged in the unauthorized practice of law by holding himself out as an Ohio-licensed attorney to Timothy Norris, Norris & Associates Insurance Agency, Ceiba Insurance, Inc., Ceiba Benefits Department, Inc., Midwest Air Sales, Inc., Total Benefits

Administration, LLC, Attorney Kathryn Weaver, Bankers Insurance Group (December 15, 2006 letter), Thomas Quigley, Christy Quigley, Attorney Richard Reiling, Chris Pavlisko, Attorney Edward Lyon, Renee Maxfield, April Myers, Uptown-N-High Rentals, and Greg Smith.

11. Respondent also engaged in the unauthorized practice of law through the following conduct:

- a. Receiving \$70,073.97 in legal fees from Timothy Norris, Norris & Associates Insurance Agency, Ceiba Insurance, Inc., Ceiba Benefits Department, Inc., Midwest Air Sales, Inc., and/or Total Benefits Administration, LLC, preparing legal instruments and contracts, and providing legal advice for Mr. Norris and/or these business entities from approximately January 2006 to November 2007;
- b. On behalf of Timothy Norris, negotiating a buyout of Mr. Norris' interest in Total Benefits Administration, LLC, with Christy Quigley and Attorney Richard Reiling and representing to Ms. Quigley and Attorney Reiling that Respondent could prepare the buyout contract;
- c. Receiving \$225 in legal fees from Chris Pavlisko in exchange for preparing a business contract;
- d. Receiving at least \$1,800 in legal fees from Uptown-N-High Rentals in exchange for preparing legal documents and contracts and legal advice;
- e. Negotiating a potential attorney-client relationship with Greg Smith during which Respondent offered to prepare franchise documents and contracts.

12. Relator's Motion for Default, in Exhibits 1-21, contains sufficient sworn and/or certified documentary *prima facie* evidence in support of the allegations of the Complaint.

#### **IV. CIVIL PENALTY ANALYSIS**

In this case, Relator has recommended a \$60,000 civil penalty (\$10,000 for each of the six counts in the Complaint). The Panel considered the relevant general, aggravating, and mitigating factors for the imposition of civil penalties set forth in Gov.Bar R. VII(8)(B) and UPL Reg. 400 and agreed with Relator that a civil penalty of \$60,000 is warranted in this case.

In regard to the Gov.Bar R. VII(8)(B) general civil penalty factors, the Panel noted that Respondent failed to cooperate with Realtor's investigation or participate in any stage of these proceedings. Additionally, although the Complaint charges Respondent with six counts of the unauthorized practice of law, the six counts involve multiple occurrences over a period of almost two years. The record portrays a degree of flagrancy not often seen by the Board and conduct that was outrageous, brazen, fraudulent, and deceitful. Further, Respondent caused harm to his "clients" by charging significant fees and creating legal documents that may be of doubtful validity. Respondent's nonattorney status also calls into question the confidentiality of any communications between Respondent and his "clients" and information shared by those individuals.

As for the aggravating civil penalty factors enumerated in UPL Reg. 400(F)(3), the Panel found that Respondent engaged in a pervasive pattern of conduct that allowed others to mistakenly believe that he was admitted to practice law in Ohio. Not only did Respondent maintain an office for the practice of law, he made numerous representations to others that he was an attorney in an effort to gain referrals and claimed to have experience in specialized areas of practice such as mergers, acquisitions, and contracts. Respondent also allowed others to refer potential legal clients to him and offered misleading information about being licensed in other states, taking the Ohio bar examination, and maintaining malpractice insurance.

Because Respondent has not participated in these proceedings, he has not offered any mitigating evidence in his defense. The Motion for Default states that “Relator is unaware of any factors that mitigate [R]espondent’s conduct.” The record also fails to contain evidence of any mitigating factors that would favor a penalty less severe than recommended by Relator.

For all of these reasons, the Panel determined that a \$60,000 civil penalty is appropriate in this case.

**V. PANEL RECOMMENDATIONS**

1. The Panel recommended that the Supreme Court of Ohio enter an order finding that Respondent engaged in the unauthorized practice of law.
2. The Panel also recommended that the Court enter a further order prohibiting Respondent from engaging in the unauthorized practice of law in the future.
3. The Panel recommended that the Court impose a civil penalty of \$60,000.00 (\$10,000.00 for each count in the Complaint) against Respondent.
4. The Panel further recommended that the Court require Respondent to reimburse the costs and expenses incurred by the Board and Relator in this matter.

**VI. BOARD RECOMMENDATIONS**

The Board formally considered this matter on August 17, 2010. The Board adopted the findings of fact, conclusions of law, and penalty recommendation of the Panel. Accordingly, the Board recommends that the Supreme Court of Ohio enter an Order:

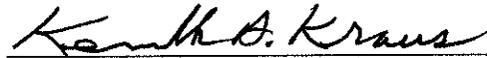
1. Finding that Respondent engaged in the unauthorized practice of law;
2. Prohibiting Respondent from engaging in the unauthorized practice of law in the future;
3. Imposing a civil penalty of \$60,000.00 (\$10,000.00 for each count in the Complaint) against Respondent;

4. Requiring Respondent to reimburse the costs and expenses incurred by the Board and Relator in this matter.

**VII. STATEMENT OF COSTS AND INDEX OF EXHIBITS**

Attached as Exhibit A is an index of the Exhibits Relator filed with its Motion for Default. Attached as Exhibit B is a statement of costs and expenses incurred to date by the Board and Relator in this matter.

**FOR THE BOARD ON THE UNAUTHORIZED  
PRACTICE OF LAW**



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Kenneth A. Kraus, Chair

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Final Report was served by certified mail this 24<sup>th</sup> day of August 2010 upon the following: Gardner Pratt 1410 Athens Drive, Loveland, Ohio, 45140; Gardner Pratt c/o Peggy L. Marquette, 8 Filson Place, Cincinnati, Ohio; Philip A. King, Office of Disciplinary Counsel, 250 Civic Center Drive, Suite 325, Columbus, Ohio 43215; Eugene P. Whetzel, Esq., Ohio State Bar Association, 1700 Lake Shore Drive, Columbus, Ohio 43204; Maria C. Palermo, Cincinnati Bar Association, 225 E. Sixth St., 2<sup>nd</sup> Fl., Cincinnati, Ohio 45202; Michelle Brugh, Ohio Department of Insurance, 50 West Town Street, Third Floor, Suite 300, Columbus, Ohio 43215.

  
Michelle A. Hall, Secretary  
Board on the Unauthorized Practice of Law

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

*Disciplinary Counsel v. Gardner Pratt*

Case No. UPL 09-06

Exhibit A

**MOTION FOR DEFAULT**

**Index of Exhibits**

- Exhibit 1: Certificate of Susan B. Christoff, Director, Attorney Services Division, Supreme Court of Ohio
- Exhibit 2: Affidavit of Timothy Norris  
Exhibit A: Copy of Norris file documenting legal services rendered by Gardner Pratt
- Exhibit 3: Affidavit of Kathryn Clyburn Weaver, Esq.
- Exhibit 4: Complaint, *Norris & Assoc. Insurance Agency Inc. et al. v. Gardner Pratt*, Butler County Common Pleas Court Case No. 2008-04-1767
- Exhibit 5: Motion for Default Judgment, *Norris & Assoc. Insurance Agency Inc. et al. v. Gardner Pratt*, Butler County Common Pleas Court Case No. 2008-04-1767
- Exhibit 6: Entry Granting Default Judgment, *Norris & Assoc. Insurance Agency Inc. et al. v. Gardner Pratt*, Butler County Common Pleas Court Case No. 2008-04-1767
- Exhibit 7: Affidavit of Christy Quigley
- Exhibit 8: Affidavit of Thomas Quigley
- Exhibit 9: Affidavit of Richard B. Reiling, Esq.
- Exhibit 10: Affidavit of Chris Pavlisko
- Exhibit 11: Affidavit of Edward A. Lyon, Esq.
- Exhibit 12: Affidavit of April Myers  
Exhibit A: Lease agreement prepared by Gardner Pratt  
Exhibit B: Contractor agreement prepared by Gardner Pratt

- Exhibit 13: Affidavit of Greg Smith
- Exhibit 14: December 6, 2007, letter from D. Allan Asbury, Secretary, Board on the Unauthorized Practice of Law, to Jonathan Coughlan, Disciplinary Counsel
- Exhibit 15: February 1, 2008, UPL Letter of Inquiry from Philip A. King, Assistant Disciplinary Counsel, to Gardner Pratt, certified mail, return receipt requested # 7160 3901 9845 4637 3570
- Exhibit 16: Certified mail envelope # 7160 3901 9845 4637 3570
- Exhibit 17: March 28, 2008, Second UPL Letter of Inquiry from Philip A. King, Assistant Disciplinary Counsel, to Gardner Pratt, hand-delivered
- Exhibit 18: March 31, 2008, Investigative Action memorandum, Michael J. Kozanecki, Investigator, Office of Disciplinary Counsel
- Exhibit 19: Affidavit of Philip A. King, Esq.
- Exhibit 20: August 28, 2008, Subpoena Duces Tecum commanding deposition testimony on September 16, 2008
- Exhibit 21: September 16, 2008, deposition transcript of Gardner Pratt (Pratt did not appear)

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

*Disciplinary Counsel v. Gardner Pratt*

Case No. UPL 09-06

Exhibit B

**STATEMENT OF COSTS**

To date, no costs or expenses have been incurred. In accordance with Gov.Bar R. VII(19)(F), there will be publication costs incurred once the Supreme Court enters its order in this case.