

**BEFORE THE BOARD OF PROFESSIONAL CONDUCT
OF THE SUPREME COURT OF OHIO**

Disciplinary Counsel
65 East State Street, Suite 1510
Columbus, Ohio 43215-4215

FILED

MAR 01 2022

Relator,

BOARD OF PROFESSIONAL CONDUCT

v.

Case No. 2022-003

Albert L. Purola, Esq.
Attorney Registration No. 0010275
38298 Ridge Road
Willoughby, Ohio 44094

Respondent.

Complaint and Certificate

Relator alleges that respondent, Albert L. Purola, committed the misconduct described in this complaint.

1. Respondent was admitted to the practice of law in the state of Ohio on November 7, 1970. On September 1, 2021, respondent registered for inactive status with the Supreme Court of Ohio's Office of Attorney Services.
2. Respondent is subject to the Ohio Rules of Professional Conduct and the Rules for the Government of the Bar of Ohio.

Misconduct

The Dykes Matters

3. On March 23, 2020, the state filed a complaint against Ronnie A. Dykes in the Painesville Municipal Court, charging him with assault, a second-degree felony. *State v. Dykes*, Painesville M.C. No. CRA2000550.

4. The assault charge stemmed from Dykes's involvement in a bar fight that occurred on February 9, 2020.
5. On April 20, 2020, Attorney Michael J. Goldberg entered an appearance for Dykes.
6. On May 14, 2020, Dykes pleaded not guilty and the court set a personal bond conditioned on Dykes not engaging in acts of violence or possessing weapons or firearms. On May 18, 2020, Dykes waived his preliminary hearing and the case was bound over to the Lake County Common Pleas Court.
7. On September 30, 2020, law enforcement executed a search warrant at Dykes's apartment and found fentanyl, drug paraphernalia, a firearm, and cash.
8. On October 1, 2020, the Lake County grand jury returned a three-count indictment against Dykes, charging him with felonious assault, a second-degree felony, complicity to felonious assault, a second-degree felony, and aggravated riot, a fourth-degree felony. *State v. Dykes*, Lake C.P. No. 20-CR-000340 ("assault case").
9. On October 2, 2020, Dykes entered a plea of not guilty in the assault case and the court reset bond at \$10,000 cash/surety.
10. Also on October 2, 2020, Dykes was arraigned in the Willoughby Municipal Court on one count of having weapons while under disability, a third-degree felony. *State v. Dykes*, Willoughby M.C. No. 20CRA02151. On October 8, 2020, the case was bound over to the Lake County Common Pleas Court pending additional felony charges for drug possession and trafficking. *State v. Dykes*, Lake C.P. No. 20-CR-001031 ("drug case").
11. After Dykes's arrest in the drug case, the court revoked his bond in the assault case. On October 2, 2020, Dykes was taken into custody and incarcerated at the Lake County Jail.

12. On October 8, 2020, the court scheduled a jury trial in the assault case for November 30, 2020.
13. Also on October 8, 2020, Goldberg filed a motion to reinstate Dykes's bond, which the court denied on October 9, 2020.
14. On October 13, 2020, Goldberg filed a motion to withdraw from the assault case, stating that Dykes had discharged him.
15. On or about October 14, 2020, Lakeisha Jackson, Dykes's friend, called respondent and asked him to quote a fee to represent Dykes in the assault case.
16. Respondent indicated he would charge a \$10,000 flat fee to represent Dykes in the assault case, which would include representation through trial.
17. On or about October 14, 2020, respondent met with Jackson. The meeting occurred at a Willoughby, Ohio law firm as respondent did not maintain an office.
18. Respondent agreed to represent Dykes in the assault case and Jackson paid the \$10,000 flat fee in cash. Respondent did not give Jackson a receipt for the payment.
19. The following day, October 15, 2020, despite having performed no work on Dykes's behalf, respondent deposited only \$7,950 of the \$10,000 in cash he received from Jackson into his IOLTA. Respondent made the deposit at 10:05 am.
20. During the afternoon on October 15, 2020, respondent met with Dykes at the Lake County Jail to confirm the representation in the assault case.
21. Respondent failed to provide a written fee agreement to either Dykes or Jackson for the assault case representation.
22. On October 22, 2020, Goldberg emailed a link to respondent by which he could access the discovery Goldberg had received from Jason Shachner, the assistant prosecutor.

23. On October 23, 2020, respondent filed his notice of appearance for Dykes in the assault case. Also on that date, respondent filed a three-paragraph motion to reinstate Dykes's bond. The court had already denied a bond reinstatement during the Goldberg representation.
24. On or about October 24, 2020, Jackson asked respondent via text message for a receipt documenting her cash payment. Respondent stated that he would give Jackson a receipt, but he never provided one.
25. Jackson also retained respondent to represent Dykes in the drug case for the limited purpose of filing a motion to suppress. Respondent quoted a flat fee of \$2,500 to file the motion.
26. Respondent failed to provide a written fee agreement to either Dykes or Jackson for the drug case representation.
27. On or about October 29, 2020, Jackson paid respondent \$2,000 in cash for the drug case representation. Respondent did not give Jackson a receipt for the payment.
28. On the same day, respondent deposited only \$1,700 of the \$2,000 in cash he received from Jackson into his IOLTA.
29. On or about November 4, 2020, Jackson paid respondent an additional \$500 in cash for the drug case representation. Respondent did not deposit the \$500 into his IOLTA or give Jackson a receipt for the payment.
30. On November 9, 2020, the court conducted a hearing on respondent's motion to reinstate bond. Respondent appeared for the 9:00 am hearing. At 9:54 am, the court filed its judgement entry denying the motion.

31. During the November 9, 2020 hearing, respondent stated that he had not accessed the prosecutor's online discovery portal and would "try to get it as soon as I can."
32. On November 10, 2020, respondent filed his notice of appearance for Dykes in the drug case.
33. One week later, on November 17, 2020, respondent filed a motion for a continuance of "two to three months" in the assault and drug cases, stating that he had insufficient time to prepare a proper defense and discovery had not been completed.
34. On November 19, 2020, the court granted the motion for continuance and set a January 25, 2021 trial date in the assault case. The court did not set a trial date in the drug case.
35. Also on November 19, 2020, Shachner emailed a plea offer to respondent. In the assault case, the offer was a guilty plea to one count of aggravated riot, a fourth-degree felony. In the drug case, the offer was a guilty plea by way of information to possession of a fentanyl-related compound, a second-degree felony, having weapons while under disability, a third-degree felony, and trafficking in a fentanyl-related compound, a fifth-degree felony.
36. On November 23, 2020, respondent accessed the prosecutor's discovery portal and downloaded the available files.
37. In a letter to Shachner dated December 11, 2020, respondent argued that the state's case was "not provable and should be DISMISSED."
38. On December 18, 2020, respondent filed a five-paragraph motion to unseal grand jury testimony.
39. In a text message dated December 18, 2020, Jackson discharged respondent from the Dykes representation in the assault and drug cases and requested a refund:

We are going to go ahead and dismiss you as an attorney! You have done nothing Albert NOTHING! So Monday we can meet to get my money back from you! You can go see Ronnie so he can confirm that your services are no longer needed! IM NOT PLAYING NO MONEY GAMES! US people are not dumb as you think! ¹

40. Respondent replied with the following text message:

Any client can discharge an attorney which terminates the contract. Of course, Ronnie will have to confirm the decision, I'll see him early this week and if he agrees, I'll notify the court. I was paid \$10,000 to represent him in the assault case including the trial of the case. I was paid \$2,500 to represent him in the drug case insofar as would be challenging the search warrant. I am fully willing and able to do both. Since your unilateral decision to prevent me from performing my part of the agreement you are entitled to no refund and will get none from me. The Supreme Court as established a program for fee disputes and that would be your remedy. In addition to your nasty, expensive decision, in my opinion to end the representation, I think even with a change of position our relationship has grown so toxic so as to make further representation in tolerable and I would seek to leave for that reason alone. I don't know what happened to your first attorney but it might shed light on ours. Albert Purola

41. On December 24, 2020, respondent visited Dykes at the Lake County Jail. Dykes verbally confirmed that he was discharging respondent from the representation in the assault and drug cases.
42. Dykes wrote a letter to Charles E. Coulson, Lake County Prosecutor, dated December 27, 2020. The letter states:

Albert L. Purola is being withdrawn because he has done nothing in the order that I asked of him. He lied to me about getting my Motion of Discovery telling me he had to file for it and Goldberg gave it to him 10-17-20. He told me he wasn't ready to go to trial, the 11-15-20 because he had to file for my Motion of Discovery He lied. He lied and told me and my family that he called, talked to Lashawn Ali² which he never did either. It's in her text messages which we she can provide. He speaks negative, and he say (you

¹ Text messages are transcribed exactly. No alterations or corrections have been made.

² Lashawn Ali was a witness to the bar fight.

people) Plus Mr. Ali is the one who told my family that he never called him. He wasn't trying to get me a cash bond he said they don't want him out. That's not fair he should have asked for a cash bond not to reinstate knowing he's gonna deny it. And then he said I should have another Judge because I can't have the same one that sign for the search warrant of my home. My family paid him to help me not to lie to me, and I told him I wasn't pleading guilty to something to the fight case because I've done nothing to harm anyone nor start a RIOT. He kept trying to run my cases together on his own. No, one at a time. I'm 100% innocent with that fight case. And Mr. Purola wanted me to take a plea to the fight case no I will not and he dont want to give my family the rest of there money back and he has done much of nothing...³

43. On December 30, 2020, respondent filed a motion to withdraw in the assault and drug cases, which the court granted on January 5, 2021.
44. On January 19, 2021, because Dykes was indigent, the court appointed new counsel to represent him in the assault and drug cases.
45. Also on January 19, 2021, the court denied respondent's motion to unseal grand jury testimony.
46. From the time respondent was retained until he was discharged, respondent represented Dykes for 65 days (October 14-December 18).
47. Respondent did not document the tasks he performed in Dykes's assault and drug cases or the time he spent on these matters.
48. In the 65 days he represented Dykes, respondent met with him six times at the Lake County Jail for a total of approximately five hours. Included in the six meetings were the initial consultation and the last meeting when Dykes confirmed that respondent had been terminated. During these meetings, Dykes maintained his innocence in the assault case and advised respondent that he wanted the case dismissed or heard by a jury.

³ The letter is transcribed exactly. No alterations or corrections have been made.

49. Despite indicating that he would represent Dykes through trial in the assault case, respondent did not interview witnesses, request additional discovery, or engage in any investigative activities.
50. In the drug case, the only documented work respondent performed was the November 17, 2020 motion for continuance. Respondent did not file the motion to suppress as promised.
51. In the assault case, Dykes pleaded guilty to attempted aggravated assault, a fifth-degree felony. The court accepted Dykes's guilty plea and on April 8, 2021, sentenced Dykes to six months in prison.
52. In the drug case, the state filed an information on April 1, 2021, that charged Dykes with possession of a fentanyl-related substance, a second-degree felony, having weapons while under disability, a third-degree felony, and trafficking in a fentanyl-related compound, a fifth-degree felony. On April 2, 2021, Dykes waived his right to prosecution by indictment.
53. In the drug case, Dykes pleaded guilty to the three counts charged in the information. The court accepted Dykes's guilty plea and on April 8, 2021, sentenced Dykes to a minimum of five years and a maximum of seven and one-half years in prison. The court ordered this sentence to run concurrently with the six-month sentence in the assault case.
54. Respondent did not earn the full \$12,500 fee he received for the Dykes matters as he did not complete the representation in the assault case or file a motion to suppress in the drug case.
55. Although respondent had been fully paid in advance, agreed to represent Dykes through trial in the assault case, failed to file a motion to suppress, and was discharged before

completing the representation, respondent has not refunded Jackson any portion of the \$12,500 fee.

56. Respondent's collection of \$12,500 in legal fees from Jackson was clearly excessive based upon the minimal work that he performed.

IOLTA Transactions

57. Respondent maintained an IOLTA at U.S. Bank until January 11, 2021, at which time he closed the account. Because he is on inactive registration status, respondent no longer has an IOLTA.

58. On October 1, 2020, the beginning balance in respondent's IOLTA was \$13.13.

59. On October 15, 2020, respondent made a cash deposit of \$7,950 to his IOLTA. This deposit was a portion of the \$10,000 in cash he received from Jackson to represent Dykes in the assault case.

60. On October 29, 2020, respondent made a cash deposit of \$1,700 to his IOLTA. This deposit was a portion of the \$2,500 in cash he received from Jackson to represent Dykes in the drug case.

61. The October 15, 2020, and October 29, 2020 cash deposits were the only deposits of client funds respondent made to his IOLTA during the Dykes representation.

62. On November 2, 2020, respondent deposited a \$1,043.65 check into his IOLTA from the Government Employees Insurance Company (GEICO) for a settlement after an accident involving respondent's vehicle. The check did not relate to any client matter.

63. From October 21, 2020, to December 2, 2020, respondent depleted his IOLTA by making 28 withdrawals ranging from \$150-\$1,300. The withdrawals totaled \$9,818.

64. Respondent also made three withdrawals from his IOLTA to pay personal expenses:

- March 19, 2020 - \$150 to the Lake County Clerk of Courts for an appeal in respondent's own foreclosure case (*U.S. Bank Natl. Assn. v. Purolo*, 11th Dist. Lake No. 2020-L-040, 2020-Ohio-5579);
 - November 5, 2020 - \$52.71 to Deluxe Business Systems; and
 - November 27, 2020 - \$185.90 to the Illuminating Company.
65. In November and December 2020, Wendy Durket, respondent's housekeeper,⁴ stole five of respondent's IOLTA checks and withdrew \$830 from the account. Durket signed respondent's name on the five checks, four of which were presented for payment and cleared. Respondent did not report the forged checks to law enforcement or seek repayment from Durket.
66. On December 7, 2020, the fourth check that Durket forged caused an overdraft of respondent's IOLTA, leaving a balance of -\$179.83. U.S. Bank assessed an overdraft fee of \$36.00, making the IOLTA balance -\$215.83.
67. On January 11, 2021, respondent transferred \$215.83 from U.S. Bank account 9959 to the IOLTA and closed the account.
68. Respondent deposited \$9,650 of the \$12,500 in cash he received from Jackson into his IOLTA. He did not deposit the remaining \$2,850 into his IOLTA.
69. By December 2, 2020, 49 days into the representation and 16 days before Jackson discharged him, respondent had withdrawn the entire \$9,650 and kept the \$2,850 in cash. Accordingly, respondent paid himself the full \$12,500 fee he received from Jackson.
70. Respondent did not report the \$12,500 in cash he received from Jackson to the Internal Revenue Service as required by 26 U.S.C. 6050I and 26 C.F.R. 1.6050I-1.

⁴ Durket is also the daughter of respondent's former secretary.

71. Respondent's IOLTA transactions during the Dykes representation are summarized in the following table:

Date	Amount	Transaction	Balance
Oct. 15	\$7,950	Cash deposit – Dykes assault case	\$7,963.13
Oct. 21	\$300	Check 1378 to respondent	\$7,663.13
Oct. 23	\$275	Check 1379 to respondent	\$7,388.13
Oct. 26	\$200	Check 1380 to respondent	\$7,188.13
Oct. 26	\$500	Check 1381 to respondent	\$6,688.13
Oct. 27	\$1,300	Cash withdrawal	\$5,388.13
Oct. 29	\$1,700	Cash deposit – Dykes drug case	\$7,088.13
Oct. 29	\$500	Check 1383 to respondent	\$6,588.13
Nov. 2	\$1,043.65	Deposit of non-client funds - GEICO	\$7,631.78
Nov. 2	\$825	Check 1385 to respondent	\$6,806.78
Nov. 2	\$3	Check 1386 to respondent	\$6,803.78
Nov. 2	\$300	Check 1387 to respondent	\$6,503.78
Nov. 3	\$300	Branch transfer to account 8503	\$6,203.78
Nov. 3	\$500	Check 1388 to respondent	\$5,703.78
Nov. 5	\$500	Check 1389 to respondent	\$5,203.78
Nov. 5	\$52.71	Personal expense – Deluxe Bus. Sys.	\$5,151.07
Nov. 12	\$300	Check 1390 to respondent	\$4,851.07
Nov. 12	\$200	Check 1001 to respondent	\$4,651.07
Nov. 12	\$200	Check 1002 to respondent	\$4,451.07
Nov. 13	\$200	Check 1003 to respondent	\$4,251.07
Nov. 16	\$100	Check 1004 to respondent	\$4,151.07
Nov. 16	\$500	Check 1005 to respondent	\$3,651.07
Nov. 16	\$150	Check 1006 to respondent ⁵	\$3,501.07
Nov. 18	\$175	Check 1007 to respondent	\$3,326.07
Nov. 19	\$240	Check 1009 to respondent	\$3,086.07
Nov. 20	\$150	Branch transfer to account 8503	\$2,936.07
Nov. 23	\$300	Check 1010 to respondent	\$2,636.07
Nov. 24	\$600	Branch transfer to account 8503	\$2,036.07
Nov. 25	\$250	Check 1012 to respondent	\$1,786.07
Nov. 27	\$200	Cash withdrawal	\$1,586.07
Nov. 27	\$185.90	Personal expense – Illuminating Co.	\$1,400.17
Nov. 30	\$300	Check 1013 to respondent	\$1,100.17
Nov. 30	\$210	Stolen check # 1014	\$890.17
Nov. 30	\$240	Stolen check # 1016	\$650.17
Dec. 2	\$450	Cash withdrawal	\$200.17
Dec. 3	\$200	Stolen check # 1015	\$.17
Dec. 7	\$180	Stolen check # 1021 ⁶	\$-179.83
Dec. 14	\$36	Overdraft fee	\$-215.83
Jan. 11	\$215.83	Branch transfer to close IOLTA	0

⁵ On the November 2020 bank statement, this check is identified as number 0004.

⁶ The fifth stolen check (# 1026) was written for \$100 but did not clear the account.

72. In his January 12, 2021 response to relator's letter of inquiry regarding the IOLTA overdraft, respondent stated:

The money in the account would have been the tail end of an earned, but not yet, paid to me of a flat fee in a criminal case for a client with two (2) felony counts in Lake County Common Pleas Court. There was no client's money involved. While [Durket's forgery] was plainly criminal in the general sense, I did not pursue that angle because I knew [Durket] so well and the money lost was my money which I could have taken myself anytime, and she promised to make it good.

73. Respondent did not maintain a client ledger for the Dykes matters.

74. During the Dykes representation, respondent did not maintain a general ledger for his IOLTA.

75. During the Dykes representation, respondent did not perform and retain a monthly reconciliation as required under Prod.Cond.R. 1.15(a)(5).

76. Respondent's conduct, as alleged above, violated the following:

- Prof.Cond.R. 1.5(a) [A lawyer shall not collect a clearly excessive fee.];
- Prof.Cond.R. 1.15(a) [A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property.] The conduct forming the basis for this violation is respondent depositing the \$1,043.65 GEICO check into his IOLTA;
- Prof.Cond.R. 1.15(a)(2) [For funds, the lawyer shall *** maintain a record for each client on whose behalf funds are held that sets forth all of the following: (i) the name of the client; (ii) the date, amount, and source of all funds received on behalf of such client; (iii) the date, amount, payee, and purpose of each disbursement made on behalf of such client; (iv) the current balance for such client.];
- Prof.Cond.R. 1.15(a)(3) [For funds, the lawyer shall *** maintain a record for each bank account that sets forth all of the following:

(i) the name of such account; (ii) the date, amount, and client affected by each credit and debit; (iii) the balance in the account.];

- Prof.Cond.R. 1.15(a)(5) [For funds, the lawyer shall *** perform and retain a monthly reconciliation of the IOLTA client ledger, general ledger, and bank records.];
- Prof.Cond.R. 1.15(c) [A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.];
- Prof.Cond.R. 1.16(e) [A lawyer who withdraws from employment shall refund promptly any part of a fee paid in advance that has not been earned.]; and
- Prof.Cond.R. 8.4(h) [It is professional misconduct for a lawyer to engage in any other conduct that adversely reflects on the lawyer's fitness to practice law.] The conduct forming the basis for this violation is respondent failing to report the receipt of \$12,500 in cash to the Internal Revenue Service.

Restitution

77. Respondent did not earn the full \$12,500 flat fee he received from Jackson to represent Dykes. Respondent should be required to make restitution to Jackson as part of this disciplinary proceeding. However, relator cannot make a good faith allegation of the amount of restitution that respondent may owe without engaging in further discovery.

Conclusion

Relator requests that respondent be found in violation of the Ohio Rules of Professional Conduct and sanctioned accordingly.

Respectfully submitted,

/s Joseph M. Caligiuri

Joseph M. Caligiuri (0074786)
Disciplinary Counsel
Relator

/s Michelle A. Hall

Michelle A. Hall (0059843)
Matthew A. Kanai (0072768)
Assistant Disciplinary Counsel
Office of Disciplinary Counsel
65 East State Street, Suite 1510
Columbus, Ohio 43215-4215
Telephone: (614) 387-9700
michelle.hall@sc.ohio.gov
matthew.kanai@sc.ohio.gov
Co-Counsel for Relator

Certificate

The undersigned, Joseph M. Caligiuri, Disciplinary Counsel, hereby certifies that Michelle A. Hall and Matthew A. Kanai are authorized to represent relator in the action and have accepted the responsibility of prosecuting the complaint to its conclusion.

Dated: February 24, 2022

/s Joseph M. Caligiuri

Joseph M. Caligiuri (0074786)
Disciplinary Counsel