



**TRACY WINKLER  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED  
August 29, 2014 08:47 PM  
TRACY WINKLER  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 357250**

**ALEXANDER SCHOULTHEIS**

**vs.  
ERIC C DETERS**

**A 1307561**

**JUDGE  
JODY M LUEBBERS**

**FILING TYPE: MOTION**

**PAGES FILED: 164**

EFR200

IN THE COURT OF COMMON PLEAS OF  
HAMILTON COUNTY, OHIO

ALEXANDER SCHOULTHEIS	:	Case No.: A 1307561
	:	
Plaintiff,	:	
	:	
v.	:	Judge <u>Luebbers</u>
	:	
	:	
ERIC C. DETERS, <i>et al.</i>	:	
	:	
Defendants.	:	

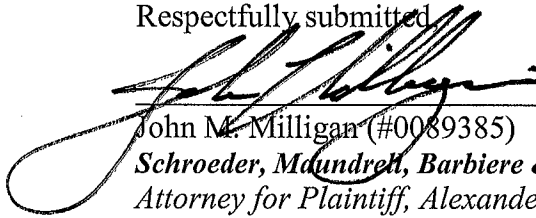
---

PLAINTIFF ALEXANDER SCHOULTHEIS' MOTION FOR SUMMARY JUDGMENT,  
AFFIDAVIT OF MICHAEL LYONS AND PLAINTIFF AND DEFENDANT'S  
DEPOSITIONS

---

COMES NOW Plaintiff, Alexander Schoultheis, by and through counsel, and hereby respectfully moves this Court for summary judgment in his favor on all claims pursuant to Ohio Rule of Civil Procedure 56(C). This Motion is based upon the pleadings filed herein, the affidavit of Plaintiff's expert Michael Lyons, the depositions of Plaintiff Alexander Schoultheis and Defendant Eric C. Deters, and the laws of the State of Ohio, all of which establish there is no genuine issue of material fact and that Plaintiff is entitled to judgment in his favor as a matter of law.

Respectfully submitted,

  
John M. Milligan (#0089385)  
*Schroeder, Mcdundrell, Barbieri & Powers*  
*Attorney for Plaintiff, Alexander Schoultheis*  
5300 Socialville Foster Rd.  
Mason, OH 45040  
P. (513) 707-4250  
F. (513) 583-4203  
E. [jmilligan@smbplaw.com](mailto:jmilligan@smbplaw.com)

## MEMORANDUM

### **I. INTRODUCTION**

On November 13, 2013, Plaintiff Alexander Schoultheis filed his Complaint for a Bench Trial against Eric. C. Deters (hereinafter “Deters”) individually and in his capacity as Owner, President, Secretary, Treasurer, Director and Controlling Shareholder of Eric C. Deters & Partners, P.S.C. (hereinafter “the firm”)(See Complaint). Plaintiff also named Eric. C. Deters & Partners, P.S.C. as a defendant and brought claims against both Defendants for breach of contract, unjust enrichment and quantum meruit. (See Complaint). Defendants answered Plaintiff’s Complaint on December 23, 2014. (See Answer).

Immediately prior to or during the initiation of this lawsuit, Deters has been suspended from the practice of law in both Ohio and Kentucky and has subsequently forfeited his Kentucky license. Deters remains suspended from the practice of law in Ohio. As a result, Deters is no longer the Owner, President, Secretary, Treasurer, Director and Controlling Shareholder of Eric C. Deters & Partners, P.S.C. and has been replaced by his father, Charles H. Deters, Esq., a well-respected and experienced attorney. (See Eric C. Deters & Partners 2014 Ky. Annual Report, attached hereto as **Exhibit A**).

This Motion for Summary Judgment is directed to all claims set forth in Plaintiff’s Complaint. As will be shown beyond dispute, and with no material fact at issue, Plaintiff is entitled to full compensation for his work performed to the financial and material benefit of Defendants. Indeed, Defendants’ testimony establishes that the only issue in dispute is whether or not *quantum meruit* could apply, as Deters agrees with the facts presented in this case and Plaintiff’s quality of work. Consequently, there is no genuine issue of material fact and this moving Plaintiff is entitled to judgment in his favor on all claims as a matter of law.

## **II. STATEMENT OF FACTS**

At all times relevant, Plaintiff was employed by Defendants under a signed Partnership Agreement (hereinafter the “Agreement”) which entitled Plaintiff to a fee sharing assignment of 45% of all contingency cases brought to completion by Plaintiff. (See Agreement, ¶ 4, attached hereto as **Exhibit B**). The parties entered into this Agreement on November 19, 2012. (Complaint, ¶ 6). Plaintiff was responsible for all manner of cases, including civil, criminal, and probate matters charged at a flat rate. (Complaint, ¶¶ 10, 11). The Agreement does not state or address how Plaintiff was to be paid on non-contingency cases and according to Deters; “There’s no question that this was supposed to cover any contingency case was this agreement [sic].” (Eric Deters depo. p. 35, attached hereto as **Exhibit C** and filed separately herein)<sup>1</sup>.

Plaintiff worked for the benefit of himself and Defendants and provided valuable representation to his criminal, civil and probate clients, to the praise of Deters. (Deters depo. pp. 19, 22, 23, 34, 72)(Please also see emails from Defendant Deters to Plaintiff, attached hereto as **Exhibit D**). Plaintiff worked for Defendants until June 7, 2013 when he informed Deters he would be moving to Chicago in the future. (Schoultheis depo. p. 11, attached hereto as **Exhibit E** and filed separately herein). Plaintiff did not quit or leave, but rather informed Defendants that he would be leaving in the future. (Schoultheis depo. p. 11). **All parties agreed** Plaintiff would continue working for Defendants until such time as Plaintiff was prepared to move to Chicago. (Schoultheis depo. p. 11). However, later that day, Deters (via his assistant Loretta Little’s email) terminated Plaintiff’s employment and the Agreement effective immediately after having promised to allow Plaintiff to continue working on and being paid on cases until his departure. (Schoultheis depo. p. 11-12)(see also Exhibit D).

---

<sup>1</sup> Defendants have requested the depositions be redacted to as to all former client names and Mr. Deters’ date of birth. Plaintiff has agreed, but finds it impossible to altogether remove the case names as they are integral to the case *sub judice*. Therefore, a first letter is used to help the Court and counsel identify the proper case referenced.

Plaintiff alerted Defendants that he had not been paid on numerous cases in several months and requested clarification for money owed to him. (Schoultheis depo. pp. 12-13)(see also Exhibit D). Defendants, in response, assured Plaintiff that he was a valuable asset to the firm and that he was owed money, stating, “You have money coming on lots of cases and I’ll pay it. I’m grateful you helped push the cases forward and *it sucks I won’t have you for probate too*. This really will be better for you too. Can focus on Illinois [bar exam] while still receiving money in. Better for us to go ahead and transition.” (emphasis added)(Deters emails, Exhibit D). In addition, Deters stated “. . . What’s funny about your departure is you are someone I really had big plans for. You’re a good young lawyer with a bright future. You have fire, passion and you are competitive. You also have attention to detail. *I have decided to go ahead and part company effective Friday at 5 p.m. . . .* I wish you the best and I’ll send money as it arrives.” *Id.* (emphasis added). According to Defendant’s emails and the deposition testimony of both parties, it is clear that Plaintiff was terminated by Eric C. Deters on June 7, 2013 at 4:37 p.m.

Defendants attempt to excuse their legal obligation to compensate Plaintiff by stating he had chosen to leave the firm, and they could not have someone around who does not want to be there. (See Deters Letter, July 1, 2013 attached hereto as **Exhibit F**). This is not a legal excuse to not pay an employee, partner or otherwise. Further, Plaintiff’s counsel is unsure whether Deters was joking when he stated:

“. . .when you talk about quantum meruit and unjust enrichment, Alex got experience in the courtroom that he would never have gotten at most of these other places. I let Mr. Waters there (Defendant firm’s counsel), a young lawyer, doing depositions on gigantic cases. Doing work, showing up in court, doing things. So there is an unjust – not unjust, but there is a great benefit –it wasn’t a slave. He maybe didn’t get paid on all these things, but he got paid on [D.W. case] (client abbreviation per agreement) . . .”

(Deters depo. p. 47).

Plaintiff did not voluntarily leave the firm, he was terminated after telling Deters he would be moving to Chicago in the future, and despite promises he could remain and work on cases and be paid. Interestingly, the only case Deters mentions in his email sent on June 7, 2014 is R.B. v. B.K. Before even mentioning Plaintiff's termination, Deters explains:

"The easy decision is Alex I'm not going to give you 33% of R.B. I already had a \$238,000.00 offer [pre-suit]. I have clear liability. I already worked up damages. As I told you I wanted some help and I'd pay you something fair. I'm grateful you answered the discovery with the materials I developed. I'm grateful you prepared the Motion for Summary Judgment. I thought of and I'm grateful for court appearances, client contact, etc. I'll still be fair to you on all the cases you worked on. Even though you're gone [as Deters is about to terminate him] I will."

(Deters emails, Exhibit D).

Despite acknowledging Plaintiff's extensive work on the abovementioned case, he immediately refused to compensate Plaintiff before terminating him based on the "clear liability" and early settlement offer, which was rejected pre-suit. (Schoultheis depo. p. 22-23; Deters depo. pp. 40-45). Deters seems to believe that clear liability, or in other words an "easy case," means that Plaintiff is not entitled to be compensated for his fair percentage of the final settlement amount, which totaled \$320,000.00 according to Defendants' Accounting, attached hereto as **Exhibit G**. Plaintiff did not leave or quit, he was terminated by Deters.<sup>2</sup> Therefore, Deters terminated Plaintiff in order to avoid compensating him for the R.B. case in violation of paragraph 10 of the Agreement, and provides no logical or legal explanation as to why Plaintiff is not entitled to compensation.

The R.B. case alone settled for \$320,000.00, of which Deters took \$105,600.00 in attorney's fees. (See Exhibit G). According to Deters email from June 7, 2013, Plaintiff

---

<sup>2</sup> Until Defendant's deposition it was unknown that Plaintiff was terminated by Deters as discovery responses were entirely and wholly inadequate. Fortunately, Plaintiff adequately preserved and plead Breach of Contract in his Complaint.

performed a significant, if not most of the work and was entitled to 33% of the attorney's fees on that particular case, which he then refused to pay. Defendants received their expenses (\$3,708.00) and covered the applicable liens. (See Exhibit G). Thus, Plaintiff is entitled to **\$34,848.00** ( $\$105,600.00 * .33 = \$34,848.00$ ) of the attorney's fees collected in the R.B. settlement he would have received had he not been terminated.

Unfortunately, Plaintiff has been requesting full responses to his discovery requests initially propounded on Defendants in March, 2014. To this date, Plaintiff has not received adequate or complete responses and has limited knowledge as to the monetary value (settlement or trial victory) of each case claimed in his Complaint after he was terminated and cut off from Defendant firm's email. Plaintiff has offered to dismiss any case claimed in Exhibit C of his Complaint that was contingent and not won or settled. Plaintiff did not file a Motion to Compel discovery, for what Defendants claim were "irrelevant case information" due to Deters' promise to produce the accounting of each case requested anyway. (Deters depo. p. 38-39). Shortly before the deadline for termination of discovery and dispositive motions, Defendants sent a confusing and incomplete collection of papers claiming to be the accounting sought by Plaintiff. (See Exhibit G).

While the R.C. case (settled for \$62,500), D.W. case (settled for \$100,000.00) and R.B. case (settled for \$320,000.00) were clear, a court order for the deposition of Maria Dallas and a full and complete accounting/disposition of each case claimed will be necessary after the Court rules on the law presented in this Motion. Defendants have repeatedly stated that they will stipulate to all emails, letters and documents, and that "I [Deters] think we're just going to disagree on whether quantum meruit applies or not. You know, if the court were to rule that quantum meruit applies, then we have to address that issue, but I just don't think it does."

(Deters depo. p. 26). Plaintiff performed substantial work on numerous cases, to which Defendants greatly benefited and Plaintiff remained uncompensated. While Defendants certainly breached the Agreement by terminating Plaintiff in order to avoid the R.B. fee, Plaintiff may alternatively argue and receive damages under the theories of quantum meruit and unjust enrichment, calculating the reasonable fee of Plaintiff's labor at \$200.00 per hour. (See Affidavit of Plaintiff's Expert Michael Lyons, attached hereto as **Exhibit H**).

Because there are no material facts in dispute, this honorable Court may properly grant summary judgment in Plaintiff's favor as to all claims, and conduct a damages assessment post-Order to determine the remaining value of each case claimed by Plaintiff.

### **III. ARGUMENT OF LAW**

#### **A. SUMMARY JUDGMENT STANDARD**

Ohio Rule of Civil Procedure 56(C) sets forth the standard for summary judgment and provides in pertinent part: 'summary judgment shall be rendered forthwith if any pleadings, depositions...affidavits...show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.' The court must grant summary judgment, as requested by a moving party, if "(1) no genuine issue of material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) the evidence demonstrates that reasonable minds can come to but one conclusion, and that conclusion is adverse to the party opposing the motion." Civ.R.56(C); *Temple v. Wean United, Inc.*, 50 Ohio St.2d 317, 327, 364 N.E.2d 267 (1977); *Davis v. Loopco Indus., Inc.*, 66 Ohio St.3d 64, 65-66, 609 N.E.2d 144 (1993).

To prevail on a motion for summary judgment, "the movant need not necessarily support its motion with evidentiary materials which directly negate its opponent's claim." *Johnson v.*



*Great American Ins. Co.*, 55 Ohio App.3d 71, 73 (9<sup>th</sup> Dist. 1988), citing *Celotex Corp. v. Catrett* (1986), 477 U.S. 317, 106 S.Ct. 2548. Rather, the movant may meet its burden by pointing out to the trial judge those portions of the record which demonstrate that there is an absence of evidence to support the non-moving party's case. *Johnson, supra*, 44 Ohio App.3d at 73. The burden of proof then shifts to the non-moving party to set forth specific facts showing a genuine issue of material fact and to produce evidence on any issue for which the party bears the burden of production at trial. *Wing v. Anchor Media, Ltd.* 59 Ohio St.3d 108, 111 (1991) (citing *Celotex Corp., supra*, 477 U.S. at 322-23).

Indeed, the Ohio Supreme Court has instructed lower courts that the granting of summary judgment "should be encouraged in proper cases." *North v. Pennsylvania R.R. Co.*, 9 Ohio St.3d 169, 171 (1967). "When the moving party has carried its burden under Rule 56(C), its opponent must do more than simply show that there is some metaphysical doubt as to the material facts." *Scott v. Harris*, 550 U.S. 372, 380, 127 S.Ct. 1769 (2007), quoting *Matsushita Elec. Industrial Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-587, 106 S.Ct. 1348, 89 L.Ed.2d 538 (1986) (footnote omitted); *Moore v. Philip Morris Cos.*, 8 F.3d 335, 339-340 (6<sup>th</sup> Cir. 1993). Thus, the non-moving party cannot rely on mere allegations or legal conclusions in order to oppose a motion for summary judgment. Ohio Civil Rule 56(E).

**B. DEFENDANTS INTENTIONALLY TERMINATED THE  
PARTNERSHIP AGREEMENT IN ORDER TO AVOID PAYING  
PLAINTIFF'S SHARE OF THE FEES AND THUS BREACHED  
THE AGREEMENT/CONTRACT**

A contract is generally defined as a promise, or a set of promises, actionable upon breach. *J. Bowers Const. Co., Inc. v. Gilbert*, 2014 WL 4088098, 2014-Ohio-3576, ¶8 (Ohio App. 9 Dist.). Essential elements of a contract include an offer, acceptance, contractual capacity, consideration (the bargained for legal benefit and/or detriment), a manifestation of mutual assent

and legality of object and of consideration. *Kostelnik v. Helper*, 96 Ohio St.3d 1, 2002-Ohio-2985, ¶ 16, quoting *Perlmutter Printing Co. v. Strome, Inc.*, 436 F.Supp. 409, 414 (N.D. Ohio 1976). There is no valid contract where the parties have not had a meeting of the minds as to the essential terms. See *Minster Farmers Coop. Exchange Co., Inc. v. Meyer*, 117 Ohio St.3d 459, 2008-Ohio-1259, ¶ 28.

To establish a breach of contract, Plaintiff must demonstrate (1) the existence of a contract, whether express or implied, (2) Plaintiff's performance, (3) Defendant's breach, and (4) Plaintiff's damage or loss. *Nexus Comm., Inc. v. Qwest Comm. Corp.*, 193 Ohio App.3d 599, 2011-Ohio-1759, ¶ 31 (Ohio App. 10 Dist.); see also *Gruger v. Diversified Air Sys., Inc.*, 7<sup>th</sup> Dist. No. 07 MA 52, 2008-Ohio-3403, 2008 WL 2633470, ¶ 42. In an *express contract*, assent to the contract's terms is formally expressed in the parties' offer and acceptance. *Nexus*, 2011-Ohio-1759 at ¶ 34. Unlike express contracts, *implied contracts* are not created or evidenced by explicit agreement of the parties; rather, they are implied by law as a matter of reason and justice. *Id.* An *implied-in-fact contract* arises from the conduct of the parties or circumstances surrounding the transaction that make it clear that the parties have entered into a contractual relationship despite the absence of any formal agreement. *Id.* In contracts implied in fact the meeting of the minds, manifested in express contracts by offer and acceptance, is shown by the surrounding circumstances which make it inferable that the contract exists as a matter of tacit understanding. *Id. citing Waffen v. Summers*, 2009-Ohio-2940, ¶ 31 (Ohio App. 6 Dist.).

It is undisputed the parties entered into the Partnership Agreement on November 19, 2012. Under the Agreement, "unless otherwise agreed", Plaintiff is to receive 45% of the fees on a case that he handles. (Agreement, ¶ 4). Further, paragraph 10 of the Agreement states "Alexander Schoultheis shall not be entitled to his 45% portion unless the case is completed

while he's with Eric C. Deters & Partners, P.S.C. This is to avoid any possible departure by Alexander Schoultheis for any reason *and taking files*. . . Eric C. Deters agrees not to terminate the relationship simply to avoid the fee split.” (emphasis added). Defendant Deters drafted paragraph 10 of the Agreement in his individual and official capacity as owner of the firm. (Schoultheis depo. p. 8; Deters depo. p. 23, 26). Any ambiguity as to the provision shall be construed against Defendants. *See Cranberry Financial, L.L.C. v. S&V Partnership, et al.*, 186 Ohio App.3d 275, 2010-Ohio-464, ¶ 11 (Ohio App. 6 Dist.) (“Further, it is axiomatic that contracts -including promissory notes- are construed against the drafter. The rule is well established that where there is doubt or ambiguity in the language of a contract it will be construed strictly against the party who prepared it. In other words, he who speaks must speak plainly or the other party may explain to his own advantage.”) *citing Smith v. Eliza Jennings Home* (1964), 176 Ohio St. 351; *McKay Mach. Co. v. Rodman* (1967), 11 Ohio St.2d 77, 80.

After informing Defendants that he would eventually be moving to Chicago with his significant other, Plaintiff and Deters agreed that Plaintiff would remain with the firm for as long as he could, whether weeks or months, and Plaintiff understood that he would be entitled to keep working and receiving money on the cases he diligently moved forward. (Schoultheis depo. p. 11). In particular, Plaintiff understood their new arrangement to include the R.B. case and others until he was terminated by Deters. (Schoultheis depo. p. 12, lns. 5-6, 23-25).

Defendants “otherwise agreed” pursuant to paragraph 4 of the Agreement to alter Plaintiff’s employment relationship with the firm, and promised Plaintiff further cases and payment. In fact, Defendants breached the Agreement and oral promises when they terminated Plaintiff and inexplicably refused to provide Plaintiff with his percentage of the R.B. case. Plaintiff did not quit and Defendants may only terminate the Agreement and avoid sharing a fee

if he can document and support that Plaintiff was not working the files properly, acting incompetently or otherwise not properly representing the client. (Agreement, ¶ 10). Any such argument would directly contradict the Deters' own testimony, which repeatedly praises Plaintiff's work.

Deters: “. . . the work that Alex did, I'll put on the record, the work Alex did, just like I put in the email, he did some good work. He did thorough work. He was obviously smart. And I'm laying this out for these probate cases and he did a good job setting up the probate cases and he did a good job with it.” (Deters depo. p. 19).

Deters: “Greg Kaiser [sic] was lazy and didn't do his job. I have no issue that Alex Schoultheis, for the most part, did his job. He was organized. He worked hard. Greg Keyser, bad lawyer. Alex Schoultheis, good lawyer.” (Deters depo. p. 22).

Deters: “Every time a lawyer leaves this firm, either by they get them a better job or anything else, or I discharge them – and by the way, every lawyer that I've discharged, with the exception of Alex – and there might be something there – it has always been, I can give you a laundry list: Laziness, lack of discipline, not returning phone calls, files getting left.” (Deters depo. pp. 23-24).

Deters: “By the way, if they did (prospective employers call for reference), I'd give a good reference, despite my disappointment he sued me. I don't have any issue with him as a lawyer. I don't. He did a good job.” (Deters depo. p. 72).

Plaintiff performed the majority of the work on the R.B. matter, including answering and sending discovery requests, drafting plaintiff's motion for summary judgment, court appearances, client contact, and drafting the final settlement package which was sent to Defendants prior to his termination. (Deters depo. p. 41, 45). Defendants discharged Plaintiff (see Deters depo. pp. 23, 30; Schoultheis depo. p. 11) and explicitly denied Plaintiff any payment for the R.B. matter, despite acknowledging that Plaintiff performed most of the work. (Deters depo. p. 41). Plaintiff performed this work pursuant to the terms and conditions of the Agreement, at an obviously reduced percentage of 33%, Defendants terminated Plaintiff after

promising him he would still be paid on the R.B. case on June 7, 2013, and therefore Plaintiff suffered damages in the amount of \$34,848.00.

In addition to Defendants' breach of the Agreement, Defendants also expressly promised to pay Plaintiff on the numerous other cases he had performed work on after terminating him. (See Deters emails, Exhibit D). Plaintiff acknowledged this promise and agreed, and offered to provide invoices to Defendants in order to assist them in calculating Plaintiff's compensation. (See Exhibit D, Schoultheis response email dated June 7, 2013). Subsequently, Defendants also breached that agreement and refused to compensate Plaintiff at all. (Exhibit F).

Defendants also breached the implied contracts which provided for compensation for Plaintiff's handling of the probate and criminal matters. Plaintiff represented and defended S.C. in a criminal matter, which Ohio Rules of Professional Conduct 1.5(d) prohibits contingency fees. If the understanding was that any subsequent civil litigation would potentially compensate Plaintiff, or if none resulted and the Defendant firm received no payment at all for the criminal matter, Plaintiff would of course dismiss claims on that particular case.

Defendants argue that the Agreement is all encompassing and controls the entire employment relationship and payment scheme for Plaintiff. However, the Agreement is completely devoid of any agreement as to probate or criminal matters, and in fact, was only intended to govern the distribution of contingency fees.

Q: Well, does provision 10 that you drafted there, does that state anything about probate matters?

A: No, it doesn't.

Q: And does it say anything about flat fees?

A: No, it doesn't.

Q: Does it say anything about hourly wages?

A: No.

Q: It talks about 45 percent, right?

A: Here, here, here –

Q: Correct?

A: Yes. Here are the things. There's no question that this was supposed to cover any contingency case was this agreement.

Q: A probate matter was contingency?

A: Well, the case was, but, no, him being paid a flat fee (\$2,000) was different.

(Deters depo. pp. 34-35).

Thus, the Agreement only controlled contingency fee cases, and had no bearing on probate or criminal matters which are strictly prohibited from being charged on a contingency basis. As drafter of paragraph 10 of the Agreement, if Defendants continue to argue that the Agreement included all work performed by Plaintiff, the Court must construe the language strictly against Defendants and in favor of the understanding manifested by Plaintiff, which was that he would be paid hourly for criminal work, and \$2,000.00 for each probate matter. This understanding is also supported by the testimony of both parties. "I wouldn't take a criminal case without receiving a dime on it. I spent numerous hours from arraignment until the plea deal." (Schoultheis depo. p. 14) and "Isn't it true you were supposed to be paid when the case was over? It was going to be a \$2,000.00 flat fee" to which Plaintiff answered "When the *probate* case was over, yes." (Schoultheis depo. p. 23). Plaintiff performed work on the criminal matter for S.C., and if a subsequent contingency fee case resulted in fees to the firm, or, if S.C. paid for her criminal representation, Plaintiff is entitled to full compensation calculated at an hourly reasonable rate of \$200.00 per hour.

Defendants actually breached several contracts, written, implied, and oral when they improperly terminated Plaintiff to avoid paying attorney's fees on R.B., refused to compensate Plaintiff for known work performed on probate and criminal matters where it was understood by all parties that Plaintiff would be paid \$2,000.00 flat fee for probate estates and of course hourly for a criminal matter, and where despite his oral promises on June 7, 2013 and subsequent emails

memorializing Defendants' promise to compensate Plaintiff, they subsequently refused and continue to refuse to pay Plaintiff what he is owed.

**C. PLAINTIFF IS ENTITLED TO THE FAIR VALUE, QUANTUM MERUIT, OF HIS LABORS**

In the absence of a valid contract, a party may still recover under a quasi-contract theory. "Recovery in quasi-contract prevents the defendant from unjustly enriching himself at the expense of the plaintiff." *Gilbert*, 2014-Ohio-3576, ¶ 9, citing *Bokar v. Lax*, 9<sup>th</sup> Dist. Medina No. 2630-M, 1997 WL 557333, \*2 (Sept. 3, 1997). An example of a quasi-contract claim is quantum meruit. See *Hammontree & Associates, Ltd. v. Stephens*, 9<sup>th</sup> Dist. Wayne No. 2222, 1987 WL 15106, \*2 (July 29, 1987).

Quantum meruit is an equitable remedy giving "rise to obligations imposed by law, irrespective of the intentions of the parties, in order to prevent an injustice when one party retains a benefit from another's labors." (Internal quotations and citations omitted.) *In re Suchodolski*, 9<sup>th</sup> Dist. Lorain No. 10CA009833, 2011-Ohio-6333, ¶ 8, quoting *In re Estate of Kirkland*, 175 Ohio App.3d 73, 2008-Ohio-421, ¶ 23 (2d Dist.). "Quantum meruit is generally awarded when one party confers some benefit upon another without receiving just compensation for the reasonable value of services rendered." (Emphasis sic.) *Aultman Hosp. Assn. v. Community Mut. Ins. Co.*, 46 Ohio St.3d 51, 55 (1989). To prevail on a claim of quantum meruit, a plaintiff is required to show "(1) a benefit has been conferred by [the] plaintiff upon [the] defendant; (2) the defendant had knowledge of the benefit; and (3) the defendant retained the benefit under circumstances where it would be unjust to do so without payment." *In re Suchodolski* at ¶ 8, quoting *Bldg. Industry Consultants, Inc. v. 3M Parkway, Inc.*, 182 Ohio App.3d 39, 2009-Ohio-1910, ¶ 16 (9<sup>th</sup> Dist.).

Because a quasi-contract claim only exists when there is no valid contract, “a party cannot claim that both an express contract and a quasi-contract exist over the same subject matter.” (Emphasis omitted.) *Champion Contracting Const. Co., Inc. v. Valley City Post No. 5563*, 9th Dist. Medina No. 03CA0092–M, 2004–Ohio–3406, ¶ 25. “While it is true that a party may not recover for the same services under both a contractual claim and a claim for quantum meruit, a party is not barred from seeking alternative theories and recovering under a quantum meruit theory if his contractual claim fails.” *Bldg. Industry Consultants, Inc.* at ¶ 17.

According to Defendant Deters, the parties agree on the facts of this case, on the work performed by Plaintiff, and the professional and competent representation Plaintiff provided their clients. However, according to Deters, “I think we’re just going to disagree on whether quantum meruit applies or not. You know, if the court were to rule that quantum meruit applies, then we have to address that issue, but I just don’t think it does.” (Deters depo. p. 26). Likely a catalyst to settlement, this court must, respectfully, rule that quantum meruit (and unjust enrichment, as explained later) does in fact apply to this case.

While there was, in fact, an Agreement in place governing the parties’ handling of contingency fee cases, the Agreement made no mention of probate or criminal matters. In addition, the Agreement does not state that Plaintiff is entitled to no money should he be separated from the firm, it merely states that he is not entitled to 45% of a case not complete upon his departure. As previously argued, Defendants breached the agreement when they terminated Plaintiff in order to avoid paying him \$34,848.00 for the R.B. matter. Nonetheless, should this court determine Defendants did not breach the agreement, Plaintiff is still entitled to the fair value of his labor on cases he advanced to the benefit of Defendants. Clearly, by settling estates, handling S.C.’s criminal matter and proving nearly all of the litigation labor in R.B.



Plaintiff conferred significant financial benefit on Defendants, at the very least in the amount of what Plaintiff is owed in the R.B. matter, and unjustly retained that benefit to the detriment of Plaintiff.

Indeed, Defendants acknowledge the Agreement does not address any of the aforementioned legal matters or the right of Defendants to refuse to pay for such labors.

Q: Where in there (the Agreement) does it say that he's (Plaintiff) entitled to zero pay?

A: It's not in there.

Q: Okay. Where does it say that quantum meruit is specifically prohibited?

A: It doesn't say it in there.

Q: And you drafted paragraph 10?

A: I drafted paragraph 10.

(Deters depo. pp. 25-26).

Q.: Regarding the Partnership Agreement, does it say anywhere in there that you're entitled to no pay; do you believe?

A: No.

Q: Does it say that quantum meruit is specifically prohibited?

A: No.

Q: Does it say anything else other than 45% regarding fees?

A: No.

Q: Does it say, "Unless otherwise agreed?"

A: Correct.

...

Q: Okay. Was it your understanding that emails could modify the purchase agreement?

A: Yes – the partnership agreement.

(Schoultheis depo. pp. 33-34).

As previously mentioned, the Agreement does not discuss probate or criminal matters either. Therefore, Plaintiff performed significant labor on numerous probate matters, as set forth in Plaintiff's Complaint, at least one criminal matter, and several contingency cases, of which at

least one (R.B.) settled for \$320,000.00, which Defendants knowingly derived the benefit thereof and deprived Plaintiff of his fair and just compensation.

As noted in the both parties' testimony, Plaintiff was the only employee working for Defendants under an Agreement and not on salary. (Deters depo. p. 20; Schoultheis depo. p. 27). Therefore, Plaintiff sorely relied on his labor and performance to settle estates, defend at least S.C., and further and bring to conclusion the contingency cases. Plaintiff relied heavily on Defendants' promises to pay Plaintiff for his work, which they benefited greatly from. Defendants cannot be allowed to retain all of the financial benefits conferred upon them by Plaintiff without fairly compensating Plaintiff.

**D. DEFENDANTS WERE UNJUSTLY ENRICHED BY  
PLAINTIFF'S EFFORTS AND LABOR, TO THE DETRIMENT  
OF PLAINTIFF**

The doctrine of unjust enrichment applies when a benefit is conferred and it would be inequitable to permit the benefitting party to retain the benefit without compensating the conferring party. *Meyere v. Chieffo*, 193 Ohio App.3d 51, 2011-Ohio-1670, ¶ 16 (Ohio App. 10 Dist.). The elements of proof in an unjust enrichment claim is the same as that of quantum meruit. (i.e. (1) the plaintiff conferred a benefit on the defendant, (2) the defendant knew of the benefit, and (3) it would be unjust to permit the defendant to retain the benefit without payment. *Id.* The doctrines differ with respect to the calculation of damages—damages for unjust enrichment are “the amount the defendant benefited,” while damages for quantum meruit are “the measure of the value of the plaintiff's services, less any damages suffered by the other party.” *U.S. Health Practices, Inc. v. Byron Blake, M.D., Inc.* (Mar. 22, 2001), 10th Dist. No. 00AP-1002, 2001 WL 277291.

As has been explained ad nauseam, Plaintiff worked on numerous contingency cases, probate matters and at least one criminal matter. (Complaint). Defendants knowingly received significant financial benefit due to Plaintiff's labors and refuse to compensate Plaintiff, to his detriment. (See Exhibit F). Under unjust enrichment, Plaintiff is entitled to the full value of what he is owed and was conferred upon Defendants, and is thus owed the **full** value of his share of the settlement agreement in R.B. in the total amount of \$34,848.00 in addition to what he is owed in the other matters.

#### **IV. CONCLUSION**

While this Motion is admittedly lengthy, the facts of this case are simple and not in dispute. Defendants argue the Agreement governed all cases and matters handled by Plaintiff when that clearly was not the case or intention of the parties, as a matter of law, as all parties agree the Agreement was intended to govern contingency cases only. As drafter, paragraph 10 of the Agreement must be strictly construed against Defendants. Plaintiff performed significant labor on civil, criminal and probate cases, to the substantial benefit of Defendants, personally and as a firm. Defendant Deters chose to terminate Plaintiff in order to avoid sharing the R.B. fee, thus breaching his own Agreement provision. Alternatively, Plaintiff is still entitled to quantum meruit or unjust enrichment damages for the benefits he conferred on Defendants, for which he remains uncompensated.

The disposition of most of the cases remain unknown to Plaintiff, as Defendants' discovery responses have been insufficient. This court may still rule on the law, and a hearing may be held, or additional discovery may be conducted, for the sole purpose of determining the extent of Plaintiff's damages. For the reasons set forth above, there being no genuine issue of material fact and this moving Plaintiff being entitled to judgment in his favor as a matter of law,

Plaintiff Alexander Schoultheis respectfully asks this Court to GRANT his Motion for Summary Judgment on all claims against Defendants, in addition to awarding all fair and just costs the court may deem fit, including but not limited to attorney's fees, liquidated damages, and court costs.

Respectfully submitted,

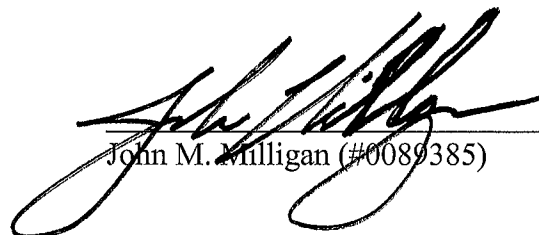


---

John M. Milligan (#0089385)  
**Schroeder, Maundrell, Barbieri & Powers**  
*Attorney for Plaintiff, Alexander Schoultheis*  
5300 Socialville Foster Rd.  
Mason, OH 45040  
P. (513) 707-4250  
F. (513) 583-4203  
E. [jmilligan@smbplaw.com](mailto:jmilligan@smbplaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served *via Regular U.S. Mail* this 29<sup>th</sup> day of August, 2014, upon: Eric C. Deters, *Attorney Pro Se*, and Stephanie Collins, *Attorney for Defendant Firm*, Eric C. Deters & Partners, P.S.C., 5247 Madison Pike, Independence, KY 41051 and electronically with the Clerk's Office which shall give notice to Defendants and all counsel of record.



---

John M. Milligan (#0089385)

Commonwealth of Kentucky  
Alison Lundergan Grimes, Secretary of State

PARP  
0548426  
Alison Lundergan Grimes  
KY Secretary of State  
Received and Filed  
8/14/2014 1:02:04 PM  
Fee receipt: \$15.00

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 1150  
Frankfort, KY 40602-1150  
(502) 564-3490  
<http://www.sos.ky.gov>

Annual Report  
Online Filing

ARP

Company: ERIC C. DETERS & PARTNERS, P.S.C.  
Company ID: 0548426  
State of origin: Kentucky  
Formation date: 11/19/2002 12:00:00 AM  
Date filed: 8/14/2014 1:02:04 PM  
Fee: \$15.00

**Principal Office**

5247 MADISON PIKE  
INDEPENDENCE, KY 41051

**Registered Agent Name/Address**

ERIC C DETERS  
5247 MADISON PIKE  
INDEPENDENCE, KY 41051

**Current Officers**

President	CHARLES H DETERS	5247 Madison Pike, Independence KY 41051
Secretary	CHARLES H DETERS	5247 Madison Pike, Independence KY 41051
Treasurer	CHARLES H DETERS	5247 Madison Pike, Independence KY 41051

**Directors**

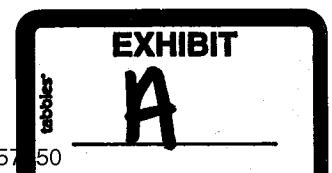
Director	CHARLES H DETERS	5247 Madison Pike, Independence KY 41051
----------	------------------	------------------------------------------

**Shareholders**

Shareholder	CHARLES H DETERS	5247 Madison Pike, Independence KY 41051
-------------	------------------	------------------------------------------

**Signatures**

Signature	CHARLES H DETERS
Title	PRESIDENT
President's Signature	CHARLES H DETERS



# Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this 19 day of November, 2012, by and between the following individuals:

Eric C. Deters, Esq.

Address: 5247 Madison Pike  
City/State/ZIP: Independence, KY 41051

Alexander M. Schoultheis, Esq.

Address: 5667 Jenkins Rd  
City/State/ZIP: Okeana, OH 45053

1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose: Practice of Law
2. Name & Office Maintenance. The partnership shall be conducted under the name of Eric C. Deters & Partners P.S.C. and Eric Deters shall pay overhead for the office at 637 W. 7<sup>th</sup> Street, Suite 401, Cincinnati, OH 45208. ~~The partnership is a partnership in cases, not in Eric C. Deters & Partners, P.S.C.~~
3. Day-To-Day Operation. The partners shall provide their full services and best efforts on behalf of the partnership. It is understood that cases brought in by Eric Deters shall require communication/updates from Alexander Schoultheis. Should any emergency situation occur, coverage from other partners at Eric C. Deters & Partners, P.S.C. shall be provided.
4. Fee Splitting. Unless otherwise agreed, the fees obtained from cases brought in by Eric Deters shall be split 55% to Eric Deters, 45% to Alexander Schoultheis for each case that is handled by Alexander Schoultheis for Eric Deters & Partners PSC. Eric Deters shall receive his costs first, before fees. This split is subject to modification by both partners by agreement in advance of assignment, during or after the assignment.
5. Prior Clients. It is understood that clients and fees previously obtained by Alexander Schoultheis solely shall not be split.
6. Case Expenses. Case expenses incurred from the use of experts, court fees, support staff, and witness shall be paid by Eric Deters after his approval.
7. Malpractice Insurance. Alexander Schoultheis shall be covered by malpractice insurance by Eric Deters & Partners P.S.C.
8. Media Promotion. Eric Deters shall make best efforts to support Alexander Schoultheis on his website and radio programming.
9. Rejecting Cases. It is understood that cases may be rejected by either partner.
10. Term/Termination. Either party can terminate the relationship at any time. Alexander Schoultheis can't terminate the relationship and retain files assigned to him. The cases and files shall remain Eric C. Deters. Alexander Schoultheis shall not be entitled to his 45% portion unless the case is completed while he's with Eric C. Deters & Partners, P.S.C. This is to avoid any possible departure by Alexander Schoultheis for any reason and taking files. The parties can

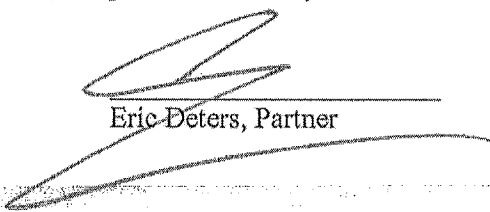
EXHIBIT

B


agree to a case remaining with Alexander Schoultheis if he leaves by mutual agreement. For example, a mutually agreeable departure late in the case could justify this. Eric C. Deters agrees not to terminate the relationship simply to avoid the fee split. Eric C. Deters can only do so if he can document and support Alexander Schoultheis is not working the files properly, acting incompetently or otherwise not properly representing the client. This would be conduct of a serious nature, not some minor incident.

11. Pay. Alexander Schoultheis shall receive an advance of \$1,200.00 every two weeks until such time he gets going. This amount would be a net payment based upon a \$40,000 salary. Alexander Schoultheis understands that his 45% split of a case fee may be reduced by the money paid to him in advance. For example, if Alexander Schoultheis is advanced \$1,200.00 for two weeks of work and then settles a case after the two weeks for \$5,000.00. His 45% share shall be reduced from \$2,250 to \$1,050.00.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.



Eric Deters, Partner



Alexander Schoultheis, Partner

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

- - -

ALEXANDER SCHOULTHEIS,

:

:

Plaintiff,

:

:

vs.

:

CASE NO. A1307561

:

ERIC C. DETERS, et al.,

:

:

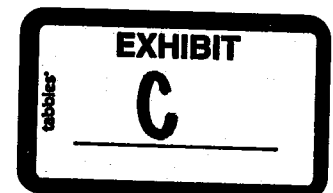
Defendants.

:

- - -

Videotaped deposition of ERIC DETERS, a  
defendant herein, taken by the plaintiff as upon cross  
examination, pursuant to the Ohio Rules of Civil  
Procedure and pursuant to Notice to Take Deposition  
and agreement by counsel as to the time and place and  
stipulations hereinafter set forth, at the Law Office,  
635 West 7th Street, Cincinnati, Ohio, at 10:48 a.m.  
on Friday, July 11, 2014, before Darlene Anthony, a  
Professional Reporter and Notary Public in and for the  
State of Ohio at large.

- - -





1 APPEARANCES:

2 On Behalf of the Plaintiff:

3 JOHN M. MILLIGAN, ESQ.

Schroeder, Maundrell, Barbieri & Powers

4 5300 Socialville-Foster Road

Suite 200

5 Mason, OH 45040

6 On Behalf of the Defendant Eric C. Deters & Partners:

7 K. JOSHUA WATERS, ESQ.

Law Office

8 635 West 7th Street

Cincinnati, OH 45202

9

10 On Behalf of the Defendant Eric C. Deters, pro se:

11 Eric C. Deters

635 West 7th Street

12 Cincinnati, OH 45202

13 Also Present: Bruce Sandy, Videographer

Alexander Schoultheis

14 - - -

15

16

17

18

19

20

21

22

23

24

25

## S T I P U L A T I O N S

1  
2 It is stipulated by counsel for the  
3 respective parties that the videotaped deposition of  
4 ERIC DETERS, a defendant herein, may be taken at this  
5 time by the plaintiff as upon cross examination and  
6 pursuant to the Ohio Rules of Civil Procedure and  
7 Notice to Take Deposition; that the deposition may be  
8 taken in stenotype by the Notary Public-Court Reporter  
9 and transcribed by her out of the presence of the  
10 witness; and that examination hereof and signature  
11 hereto is expressly waived.

12 - - -  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## INDEX

2		PAGE
3	Cross Examination by Mr. Milligan:	5
4	Cross Examination by Mr. Waters:	72

5

- - -

## 6 PLAINTIFF'S EXHIBITS

7	1 - Gregory Keyser v. Eric Deters complaint	21
8	2 - Eric Deters v. Justin Morgan complaint	54
9	3 - Eric Deters v. Terrie Hayes complaint	
10	with attachments	56
11	4 - Memo to Mr. Milligan from Mr. Deters	59

12

- - -

13

14

15

16

17

18

19

20

21

22

23

24

25

1 MR. SANDY: Today is July 11, 2014.

2 Time is 10:48 a.m. You are on the record.

3 ERIC DETERS

4 of lawful age, a defendant herein, being first duly  
5 sworn, as hereinafter certified, was examined and  
6 deposed as follows:

7 CROSS EXAMINATION

8 BY MR. MILLIGAN:

9 Q Mr. Deters, I've already introduced  
10 myself, John Milligan. Pleasure to meet you. I  
11 assume we don't have to go over the rules of a  
12 deposition.

13 A No.

14 Q Please, just for the record, state  
15 your whole name.

16 A Eric Charles Deters.

17 Q Mr. Deters, when were you born?

18 A [REDACTED]. I'd like that kept,  
19 as far as the record goes, if we could have that  
20 sealed.

21 Q I would agree to that. That's fine.  
22 And your place of birth?

23 A [REDACTED].

24 Q Did you have any siblings growing up?

25 A Ten.

1 Q Whoa! Really?

2 A Uh-huh.

3 Q Boys? Girls?

4 A Amy, Suzie, Thad, Chad, Eric --  
5 excuse me, Sara, Eric, Seth, Celia, Richard, Nathan  
6 and Jeremy.

7 Q Are you Irish?

8 A I'm the middle child. No, German.  
9 And Scotch Irish. A rebel. Mama's from Harlan  
10 County, Kentucky.

11 Q Have you ever been married,  
12 Mr. Deters?

13 A I have been married, widowed in 1998,  
14 remarried in 1999.

15 Q And you're still currently --

16 A Still married.

17 Q Do you have any children?

18 A I have -- I had six children. Three  
19 with my first wife. My second wife had three. I  
20 consider them my own. One, unfortunately, her  
21 oldest son, passed away in a car wreck. And we now  
22 have five children, Erica, Charlie Ann, Parker, Cole  
23 and Cameron.

24 Q Sorry to hear about your loss.

25 A Yes.

1           Q     What -- let's go over your  
2     educational background. We can go as far back as  
3     you want but let's start with high school.

4           A     St. Cecelia Grade School; Covington  
5     Latin High School, graduated in 1979. Graduated 15.  
6     Very proud of that. Thomas More College, graduated  
7     1983. Chase Law School in 1986. Took the Kentucky  
8     Bar and Ohio Bar in '87. Passed both. Took the  
9     Florida Bar, failed the constitution, State Florida  
10    constitutional question. Got a zero on it. Had to  
11    retake that part. Became licensed in Florida in  
12    1988. That's my education.

13          Q     I think we're all Chase graduates  
14    here.

15                   MR. MILLIGAN: You're Dayton.

16                   MR. WATERS: Dayton.

17   BY MR. MILLIGAN:

18          Q     You answered my question about where  
19    you're licensed. Mr. Deters, are you currently  
20    licensed to practice law?

21          A     No, I have retired as of April. I've  
22    retired from the practice of law in Kentucky. I  
23    just made too many enemies there. I mean, I  
24    fought -- I like to joke, I fought the law and the  
25    law won -- I fought bar and the bar won. And I

1 served a 60-day suspension, which they extended  
2 out -- Bar counsel is who I made an enemy, and I  
3 just retired. I applied for reinstatement, but I  
4 have to serve 60 days suspension in Ohio on  
5 reciprocity in Kentucky. And if I were not to get  
6 reinstated in Kentucky the second go around, it  
7 would hurt me in Ohio. So I decided to retire  
8 effective this April in Kentucky. I'm not  
9 practicing law in Kentucky anymore. And I am now  
10 into six months on a 60-day reciprocal discipline in  
11 Ohio, and just yesterday the Ohio Supreme Court,  
12 which usually makes you get -- usually makes you get  
13 reinstated in the state that suspended you, they  
14 seem to have some interest in their independent  
15 review. They've asked for my character and fitness  
16 file from Kentucky, and the earliest that they'll  
17 review that is August 20th. So I am hopeful that I  
18 will get reinstated in Ohio sometime August or  
19 September. However, if I don't, I'm going to retire  
20 in Ohio, too. I am prepared to retire from the  
21 practice of law completely.

22 Q Okay. Okay. So --

23 A But as I'm sitting here, I am  
24 suspended in Kentucky, Ohio and Florida.

25 Q And Florida.

1 A All because of Kentucky.

2 Q Okay, got you. So as a condition,  
3 you brought up, for you to obtain your Ohio license,  
4 you have to be readmitted in Kentucky?

5 A Yes, but the Supreme Court has the  
6 power --

7 Q Sure.

8 A -- to not -- and I don't know why  
9 they would want to look at my character and fitness  
10 file, unless they were considering saying we're  
11 going to go ahead and reinstate this guy.

12 Q Sure. Understood. Tell me about  
13 your job history. What was your first job?

14 A Eight years old rolling hay bales  
15 working on my dad's farm.

16 Q Okay. After that?

17 A Got paid 25 cents an hour. I worked  
18 on my dad's farm during -- only place I worked up  
19 until I was 19; after school, weekends and summer.  
20 The time I left there, when I was 19, which would  
21 have been 1982 or so, I was making \$6 an hour. The  
22 only other job that I got after that was my dad and  
23 Don Conrad owned a bank, Covington Trust Bank, and  
24 they created a job, kind of funny, for the summer  
25 for me and Don Conrad's daughter in the credit card



1 department at Covington Trust Bank. Credit card  
2 collections, which I did for the summer. And then  
3 when I was at Thomas More, when I was a junior, I  
4 worked at Dinsmore & Shohl as a gofer for a year.  
5 And then I law clerked for my dad's firm for my  
6 senior year at Thomas More, which would have been  
7 1983 until graduation from law school. I law  
8 clerked at my father's firm. Then I was an  
9 associate for my dad's firm from 1987 through 19 --  
10 I guess '95 or '6. I became an associate partner,  
11 for lack of a better word, for one year.

12 Q Like a senior associate?

13 A Yeah. And then the next year -- no,  
14 I was a partner.

15 Q Okay.

16 A The next year I became what's called  
17 an equity partner, which means I was an owner of the  
18 firm.

19 Q Sure.

20 A And a year later, after my wife died  
21 in 1998, I left the firm in '99 and I started my own  
22 firm in '99. And Eric C. Deters and Partners --  
23 excuse me, Eric C. Deters and Associates, PSC, was  
24 in existence -- is kind of still in existence. I  
25 changed that name of that entity to Eric C. Deters

1 and Partners, PSC, a couple years ago. And as I'm  
2 sitting here before you now, I am managing the  
3 office of the firm in Kentucky. I'm also acting  
4 like a paralegal. There's no -- as long as I don't  
5 practice law, I'm okay. So I'm like a paralegal in  
6 Kentucky, and I stay -- I read and I stay on top of  
7 everything going on in Ohio, so, when I'm  
8 reinstated, I am up to snuff. But that's what I'm  
9 doing. I'm staying on top of it. But I'm unpaid  
10 right now.

11 I mean, as I'm sitting here, talking  
12 to you, I am living off my father. At 50 years old,  
13 I'm living off my father. I transferred the firm --  
14 once I was suspended in both Kentucky and Ohio, I  
15 had to transfer the firm to my father because I was  
16 not in any state. And I wanted to keep the firm in  
17 check, and I wanted to not have to redo everything,  
18 so Eric C. Deters and Partners, PSC, is now owned by  
19 Charles H. Deters. It was effective, I think,  
20 January 28 of 2014. We have an agreement to where,  
21 if I'm reinstated in a state, or my daughter, Erica,  
22 becomes licensed, he transfers it back.

23 Q Is your daughter currently at Chase?

24 A She just graduated from Chase and  
25 she's taking the Ohio Bar. So if I get reinstated,

1 my dad transfers the firm back, or, if Erica becomes  
2 licensed, he can transfer it to her. My dad is in  
3 great shape but he's 84 years old, and thank God I  
4 have him. I say this very proudly. If it was not  
5 for my dad, I'd be ruined, ruined, because of all  
6 this suspension crap.

7 Q Sure, I understand. Do you have any  
8 other sources of income?

9 A The only other source of income that  
10 I would have, which I have to pay tax on but I never  
11 see the money, is I'm an owner with my father of the  
12 Deters Company and Snappy Tomato Pizza, but I do not  
13 receive any salary from that all. But the income,  
14 it's a Sub S corporation, I'm responsible for. So I  
15 don't have any income. As I'm sitting here right  
16 now, my dad's paying my bills.

17 Q Do you have any rental property?

18 A No. I don't have any stocks,  
19 securities or anything. My assets are my home, my  
20 office building, and my Deters company, and Snappy  
21 Tomato Pizza stock, which is leveraged.

22 Q Snappy Tomato Pizza?

23 A Yeah, I've borrowed against it for  
24 these Durrani cases.

25 Q And what about -- and I don't know --

1           A     I've put everything in these Durrani  
2 cases; 453 of them.

3           Q     Did you have a bar in Covington?

4           A     I did have Bull Dogs in Independence  
5 and Bull Dogs In Newport. Both closed because they  
6 were business failures. I say that proudly because  
7 Harry Truman had a business failure, too, so I liked  
8 Harry.

9           Q     Any other business?

10          A     No.

11          Q     Any other business failures in the  
12 last ten years?

13          A     Not that I can think of. I may not  
14 want to remember.

15          Q     What all properties do you, or at the  
16 time, I guess -- in other words, this office space,  
17 who is paying for this office space?

18          A     My dad is paying for everything.

19          Q     Is it the firm or is it your dad?

20          A     Well, my dad is. The firm -- the  
21 firm -- the firm -- I would say 90 percent of the  
22 people -- this is more information than you're  
23 entitled to but I don't care. I don't. I'm an open  
24 book. Ninety percent, or even more, of the people  
25 working in this firm are working on the D [REDACTED]

1 cases. No money is coming in. Money is only going  
2 out. There's a few cases every once in awhile that  
3 settle and resolve, but the whole firm here of 40  
4 people are working on D [REDACTED]. And my dad puts  
5 money in to pay that payroll and pay all those  
6 bills.

7 Q And Durrani fled to Pakistan; is that  
8 correct?

9 A He fled to Pakistan.

10 Q That's kind of personal --

11 A Yeah, he fled to Pakistan.

12 Q You answered a bunch of my questions  
13 just in narration so --

14 A When the news media interviews me,  
15 they usually ask me one question and I know what  
16 they want and I give it to them.

17 Q So you kind of suggested or stated  
18 it, but how many people work at Eric C. Deters and  
19 Partners?

20 A It's about 40.

21 Q And how many of them are non-  
22 attorneys, approximately?

23 A I think there's like 15 lawyers, so  
24 like 25 non-lawyers.

25 Q And is it still officially called

1 Eric C. Deters and Partners or did that --

2 A Eric C. Deters and Partners, PSC.

3 See, the name is allowed to stay to that for the  
4 following reasons: My dad owns the entity and we  
5 don't market it. In other words, you can't use my  
6 name. So our letterhead says law office, which I  
7 heard somebody say they were going to complain about  
8 that. I'm, like, it's just law office. Our name of  
9 our firm is law office.

10 Q What type of cases do you guys take  
11 here?

12 A We are primarily contingency,  
13 personal injury. I've got to be honest with you, we  
14 only take Durrani cases.

15 Q Yeah, at this point.

16 A I mean, it's a dream situation from a  
17 lawyer standpoint, and I say this to my D [REDACTED]  
18 clients. They know it; they love me. I only lost  
19 two. I lost S [REDACTED] H [REDACTED]-T [REDACTED] and I lost D [REDACTED]  
20 S [REDACTED]. Other than them, through all this they've  
21 been very loyal to me because they love me so much  
22 and I love them, and they know our firm is doing  
23 such a good job for them. But it really is truly,  
24 you know, those cases are -- it's a career case.  
25 It's the biggest case in the history of Cincinnati

1 and it's an honor to be involved in it, either as  
2 the attorney or as a paralegal.

3 Q Sure. So you have Durrani cases. Do  
4 you have other medical malpractice cases?

5 A Yes. Yeah, we have a few. There's  
6 not many, and we're not taking any more. We have so  
7 much D [REDACTED] work that we're not really taking too  
8 many more cases.

9 Q Are you turning away potential  
10 clients?

11 A Yes.

12 Q Did you previously, before D [REDACTED], I  
13 guess, take car accident cases?

14 A Yes.

15 Q Civil action/civil rights cases?

16 A Yes. Yes, we will always take -- the  
17 firm will always take car wreck cases because  
18 they're easy money, so to speak. That's why a lot  
19 of lawyers do car wreck cases, they don't do med  
20 mal. We do not take any case anymore, the firm,  
21 unless it is a big case or a slam dunk case.

22 I got in trouble in Kentucky for  
23 fighting causes that I believed were just, and I  
24 ain't doing it anymore. You know, the bar -- the  
25 bar association talks about pro bono, rule of law,

1 helping out the little guy and all of this. I'm  
2 talking about Kentucky, okay? It's night and day in  
3 Ohio. Ohio has been very good to me. You can take  
4 the same bar complaint that goes to Ohio  
5 disciplinary counsel, and they call you and you  
6 explain it and nothing ever happens. In Kentucky,  
7 they were on me where anything happens. And what  
8 happens is is you fight these causes. Like, for  
9 example, I sued a prosecutor and got sanctioned and  
10 got suspended 30 days. The prosecutor held a black  
11 man that he knew was innocent for six months. Judge  
12 Bertelsman didn't like it too much, and I'm sitting  
13 here thinking he's the bad guy, not me, and I get  
14 sanctioned. I take bullying cases -- used to.  
15 Don't anymore. Courts don't want to hear about it.  
16 So courts act like they want people to champion  
17 these causes, you know, be a real -- well, I  
18 championed the little guy causes, and I found that  
19 the court's standard -- this is what the KBA  
20 standard is, they wanted me to do, I should only  
21 file lawsuits and take cases which are 100 percent  
22 certain to win or else I'm going to face a Rule 11  
23 sanction.

24 So I just said, well especially under  
25 suspension, it doesn't make any difference, but as



1 the office as a whole, it's like, well, why do we  
2 want to fight these causes and get in trouble and  
3 get bar complaints.

4 Q And what about probate cases?

5 A We do probate cases connected to  
6 cases. That's it.

7 Q So you wouldn't just take a --

8 A In other words, what Alex did for  
9 me -- and I want to put this on the record. It's in  
10 the email. Alex -- there's a few things about Alex  
11 I didn't like. Like, he had this personality --  
12 like, I once said hi to him in the hall --

13 MR. MILLIGAN: I'm going to object to  
14 this as nonresponsive.

15 A Okay, but he gave a lot of speeches.  
16 I said hi to him in the hall. He didn't say hi  
17 back, and I went to his office and said, what the  
18 heck is your problem? Another time I was arguing a  
19 case in court at the podium, and he came up and  
20 started arguing, too, and I was like, what the heck?  
21 This is weird. So there were some things about him  
22 that I thought that he thought that he was further  
23 advanced than he was. Sometimes I felt like he  
24 thought he was superior to me, okay, and that  
25 bothered me.

1                   Other than that, though, the work  
2     that Alex did, I'll put on the record, the work Alex  
3     did, just like I put in the email, he did some good  
4     work. He did thorough work. He was obviously  
5     smart. And I'm laying this out for these probate  
6     cases, and he did a good job setting up the probate  
7     cases and he did a good job with it. The problem is  
8     that a lot of those probate cases -- and he knew  
9     this -- if we get paid some money, I can pay him,  
10    but that's why we did a \$2,000 flat fee. And I've  
11    had to hire people to finish up that work that he  
12    didn't finish on those probate cases. The person  
13    who is doing that now under the same agreement is  
14    Aaron Rosen.

15                Q     Is there a particular field of the  
16    law or area of the law where you hold yourself out  
17    to the public as an expert?

18                A     You know, you can't say that,  
19    anything with expert, but if --

20                Q     Well, you can if you're certified.

21                A     Yeah, well, I don't have  
22    certification, but, I mean, I'll be very candid with  
23    you. I don't consider myself an expert in anything.  
24    I like to say that I'm not a legal scholar, you  
25    know. I consider myself a street lawyer. I got

1 great instincts, great common sense. I'm not a  
2 legal scholar. But, you know, I feel like I can try  
3 a case of any kind as good or better than anybody.  
4 To be honest with you, I've never tried a case where  
5 I thought I lost because the other lawyer was better  
6 than me. He had a better case, but I don't think  
7 I've ever lost a trial in my hundred trials that  
8 I've had where the other lawyer bested me in  
9 performance.

10 Q And why did you initially hire  
11 Mr. Schoultheis?

12 A I forget all the scenario but I  
13 needed lawyers, and I usually put out something at  
14 Chase or Cincinnati Bar or Facebook that I need  
15 lawyers.

16 Q Social media? Twitter?

17 A Social media, whatever. I forget  
18 the -- he was working for somebody else, and I  
19 needed lawyers, and he applied, and we worked out  
20 the arrangement. By the way, he's the only one that  
21 had a written arrangement. Everybody else, it's  
22 been, you know, gentleman's agreement, and I've not  
23 had any issues. He's the only one that insisted on  
24 a written agreement.

25 Q Okay. So -- but, you know, you bring

1 that up, you have no other issues. Have you ever  
2 been sued by any other former employees?

3 A Not to my knowledge, but refresh my  
4 memory if I'm missing out somebody.

5 Q Yeah, sure. So there was a case that  
6 was recently filed by Gregory Keyser?

7 A Yes. Yes.

8 Q And Gregory Keyser alleges almost  
9 identical claims as my client; quantum meruit,  
10 unjust enrichment. There was defamation in there,  
11 which is not part of ours --

12 A Right.

13 MR. MILLIGAN: We'll mark this as  
14 Exhibit 1, please.

15 MR. DETERS: Josh, will you text  
16 upstairs, or text Sarah and ask Sarah to fax my  
17 response to Greg Keyser over to Cincinnati and bring  
18 down to you? Have Sarah fax to you -- or fax to  
19 Cincinnati my response to Greg Keyser and bring it  
20 down to you.

21 A The answer on this is due July 21st  
22 or 23rd. Yesterday we filed a written response to  
23 this where I affirm -- beware of Greg Keyser,  
24 Attorney. This guy was once supposed to help me on  
25 all my medical malpractice cases. Most of the cases

1 I assigned to him he didn't do a single thing on for  
2 six months, so I fired him. He's one of the laziest  
3 lawyers I've ever met, and I attached a two-page  
4 memo, November 28, 2011, where I go through about 20  
5 cases that he had that were a complete cluster mess  
6 because for six months he didn't do a darn thing.  
7 Greg Keyser was and is one of the laziest lawyers I  
8 have ever met. It was a complete disaster.

9 When I picked up the files  
10 Thanksgiving weekend, I was actually crying. And  
11 let me just say this, the difference, okay? Greg  
12 Kaiser was lazy and didn't do his job. I have no  
13 issue that Alex Schoultheis, for the most part, did  
14 his job. He was organized. He worked hard. Greg  
15 Keyser, bad lawyer. Alex Schoultheis, good lawyer.  
16 So -- and let me tell you something. Not only is  
17 the statute of limitations ran on all this, it is --  
18 I want you to have the memo before you leave here;  
19 totally, totally baseless.

20 Q You can keep that if you want.

21 A Well, I don't want it. What I do,  
22 see, because of who I am, and I'm self-conscious  
23 about this, before answers are filed, I will file a  
24 written response real quickly in the file, just  
25 because somebody -- I missed it by a day. Somebody

1     like you goes checks out something, I want them to  
2     see my position right away.

3                 Q     Sure. I understand. Now, you and  
4     Alex signed the partnership agreement, correct?

5                 A     Yes.

6                 Q     I have copies of those.

7                 A     I've got it right here.

8                 Q     You've got the partnership agreement?

9                 A     Yeah. And by the way, for the  
10    record, I will stipulate that this is, in fact, our  
11    partnership agreement. That is my signature. And I  
12    will also mention that he is correct, he prepared  
13    this, and I'm the one -- okay. It's the first one I  
14    put in writing. I wanted to make it clear about  
15    Paragraph 10. I did insert that and add that and he  
16    agreed to it, and the reason being -- and everybody  
17    forgets about the employers -- or the partner in  
18    this thing, from my standpoint. Every time a lawyer  
19    leaves this firm, either by they get them a better  
20    job or anything else, or I discharge them -- and by  
21    the way, every lawyer that I've discharged, with the  
22    exception of Alex -- and there might be something  
23    there -- it has always been, I can give you a  
24    laundry list: Laziness, lack of discipline, not  
25    returning phone calls, files getting left. When you

1 assign a lawyer -- and he alluded to this, 20 or 30  
2 files, 40 files or whatever, and you have to fire  
3 them because, like Greg Keyser, or they quit, like  
4 him, and the reason why I decided to just go ahead  
5 and end the relationship is I decided, you know, I  
6 don't think I want somebody one foot in the door,  
7 one foot out the door, and especially based upon the  
8 few incidents that I had with him. You know, I just  
9 was uncomfortable. But I want to stress this to  
10 you. What this paragraph was about was not only  
11 saying, okay, this is the deal, is that I don't want  
12 somebody to quit and expect to get a fee because --  
13 this was to keep him here. I wanted to keep him  
14 here. Because every time a lawyer leaves, and he  
15 says this, he goes, oh, you've got to get all this  
16 stuff together. It's a pain in the ass to get those  
17 files, look at them, what needs to be done, then  
18 assign them to somebody else.

19 And I want to tell you something else  
20 about it. I condemn the laziness as a whole in our  
21 legal profession. I've tried older attorneys, whose  
22 names will stay nameless, who are lazy. They're set  
23 in their ways. I hire young lawyers who I cannot  
24 believe their work ethic is bad. When you catch  
25 good ones, you say, thank God. I mean, somebody

1 that's going to work hard. I have had some cases,  
2 John -- or Mr. Milligan -- that I've assigned to  
3 three or four lawyers.

4 Q John is fine.

5 A You get a case, you don't work out,  
6 you fire them, you give it to another lawyer. They  
7 suck, you fire them, and it's, like, when do you  
8 find some lawyers?

9 Q Sure.

10 A Right now I got a good group. I got  
11 a good group -- or my dad's got a good group.

12 Q Sure. Mr. Deters, or Eric --

13 A You can call me Eric.

14 Q -- looking at Provision 10 or  
15 Paragraph 10, we can agree that Alex is not entitled  
16 to 45 percent of any cases that were not complete  
17 upon his leaving.

18 A Okay.

19 Q We can all agree on that.

20 A Okay.

21 Q Okay. Where in there does it say  
22 that he's entitled to zero pay?

23 A It's not in there.

24 Q Okay. Where does it say that quantum  
25 merit is specifically prohibited?



1 A It doesn't say it in there.

2 Q And you drafted Paragraph 10?

3 A I drafted Paragraph 10.

4 Q Okay.

5 A I think we're just going to disagree  
6 on whether quantum meruit applies or not. You know,  
7 if the court were to rule that quantum meruit  
8 applies, then we have to address that issue, but I  
9 just don't think it does.

10 Q And do you have a copy of the  
11 complaint in front of you? I know you brought it.

12 A I had it, yes. I'm familiar with it.  
13 I think I was sued for breach of contract, quantum  
14 meruit, and what was the third claim?

15 Q Unjust enrichment.

16 A Unjust enrichment.

17 Q Well, I'm going to go ahead and hand  
18 you a copy just for your review.

19 A I've reviewed it. I just want to  
20 stress, one of the points about that Paragraph 10  
21 was I wanted him not to leave and we have the -- for  
22 example, if he didn't leave, not only for some of  
23 these cases to get resolved, he would have gotten  
24 paid on, the ones that got resolved, but there would  
25 be other cases that would come in and everything

1     else.

2                   Q     And you can understand that Amanda  
3     getting a job in Chicago would be --

4                   A     By the way --

5                   Q     -- incentive for him to leave.

6                   A     Absolutely. I mean, he said that,  
7     but you know what, that's still a choice he has to  
8     make. He chose correctly. I mean, I understand why  
9     he did it. But it doesn't change the fact that then  
10    I have the burden of reassigning these cases. Now,  
11    he says, well, I could have stuck around and helped  
12    do that and transfer it over. Well, yeah, but you  
13    get to the point -- let me give you an example. You  
14    get to the point, and I apologize for saying this,  
15    but there's an old saying about fox in the henhouse.  
16    There are some former employees or partners that,  
17    you know, you keep letting them have access to  
18    things, you know, as they wrap up. But then there's  
19    other people that you just say, you know, I don't  
20    know how mad they are, and it can cause problems or  
21    whatever. And I just have to admit, you know, as it  
22    sunk in, just based with Alex, I didn't want -- and  
23    then the other thing is they're talking, you see.  
24    That's the other -- it's like a cancer. Alex is  
25    leaving because his girlfriend is going to Chicago.

1 Well, then you have a lawyer in your office talking  
2 about he's leaving. So it's kind of like --

3 Q And how did that negatively affect  
4 your firm?

5 A Well, it can negatively affect the  
6 firm because it's like the other lawyers think, you  
7 got a job in Chicago paying X, Y, Z -- or you're  
8 looking for a job. Maybe I could find a better job.  
9 And by the way, another reason for this partnership  
10 agreement is to keep lawyers from not leaving. I  
11 got so tired of training new lawyers.

12 Q But you said he was the only one that  
13 had that partnership agreement.

14 A Written partnership agreement. I'm  
15 talking about the gentleman's agreement. I had all  
16 kinds of people that was the verbal understanding.  
17 My point that I was trying to make is I was trying  
18 to incentivize them to stick around, and the sky was  
19 the limit on cases; although, I wanted to share this  
20 with you, bad timing. 2008 on practice of law  
21 changed, like everything else. It is tough to  
22 settle cases. It's tough to pry money out of  
23 insurance companies. And to be very candid with  
24 you, this agreement or this arrangement is tough.  
25 And I do not have now, as I'm talking to you right

1 now, I do not have a single lawyer, I think, under  
2 this agreement. I have all salaried lawyers. And  
3 if I didn't do it, I would have lost more lawyers  
4 because it would have been impossible to keep them.  
5 So I don't do this anymore.

6 Q Sure.

7 (Unidentified person briefly enters room.)

8 A This is just for your -- this is the  
9 reason why for Greg Keyser. You can look at it  
10 later, but it's very different reasons.

11 Q Going back to the complaint, you  
12 brought this up in the answer, which is an official  
13 court pleading, that we allege that he was entitled  
14 to 45 percent on a specific case. Can you go ahead  
15 and point out where we say that in the complaint?  
16 And I'll give you as much time as you need.

17 A I can tell you this -- I can tell you  
18 this. I think that it's implied, if not  
19 specifically. I could tell you this -- if you want  
20 me to look through this and answer the questions,  
21 fine. I will tell you this: We stand by our answer  
22 and we stand by the complaint. And if there's  
23 anything that's inconsistent, it's inconsistent.

24 Q Would you agree that under the  
25 quantum meruit and unjust enrichment clauses or

1 causes of action that we state that, when an  
2 accounting of the cases are done, if a case is found  
3 not to be completed upon his departure, my client's  
4 departure, he would not be entitled to 45 percent  
5 but he would still be entitled to quantum meruit?

6 A Yes, I saw --

7 Q That's what the complaint states?

8 A Yes.

9 Q Go ahead and get rid of that  
10 complaint.

11 Do you recognize, as soon as I find  
12 it for you, this email that was sent by Alex to you  
13 that asked for -- that provided the invoices that  
14 asked for payment upon his departure?

15 A Yes.

16 Q After your termination of him on  
17 Friday?

18 A Yes. Yes.

19 MR. WATERS: Can I have a copy?

20 MR. MILLIGAN: You can have this  
21 copy. It's the only one I have. I'll give it to  
22 you in a second.

23 A And again, anything that he says on a  
24 document to me, I'm not going to -- you know, it's  
25 email. I received them. I'm not saying they were

1 forgeries or anything else.

2 Q Sure.

3 A And any of my responses, they are  
4 what they are.

5 Q And would you dispute that this  
6 document was sent to you prior to the lawsuit?

7 A Yes. Oh, there's no question he  
8 tried to resolve it before filing a lawsuit.

9 MR. MILLIGAN: There you go. You can  
10 keep that.

11 BY MR. MILLIGAN:

12 Q And was that email sent to you  
13 providing the invoices after you sent him invoices  
14 saying that you would pay him and treat him fairly?

15 A Yes, but --

16 Q I'm quoting him.

17 A I understand. Well, I said that, but  
18 here's another thing -- and I get to explain this  
19 now. I didn't know at the time, off my top of my  
20 head, what each status of each case was, what was.  
21 So I make no bones about it. My view of things  
22 changed once I got the files together and looked at  
23 everything, and I think I was pretty strong that  
24 you're not entitled to anything. And the reason  
25 being is, as I reviewed the files that he had and

1 everything, I concluded, wait a minute. You know  
2 what? I don't think you're entitled to anything  
3 here. And there was never, ever, ever an agreement,  
4 an agreement, to quantum meruit, to an hourly rate,  
5 to how he was going to bill. There was only a  
6 gratuitous statement by me; yeah, you got what's  
7 coming to you, but then I later determined he didn't  
8 have anything coming to him.

9 Q Do you recognize this email sent on  
10 your behalf where I highlighted? Can you please  
11 read the highlighted part?

12 A "The easy decision is, Alex, I'm not  
13 going to give you 33% of B [REDACTED]. I already had  
14 a 238,000 offer. I have clear liability. I already  
15 worked up damages. I told you I wanted some help  
16 and I'd pay you something fair. I'm grateful you  
17 answered the discovery materials I developed. I'm  
18 grateful you prepared the Motion for Summary  
19 Judgment. I thought of and I'm grateful for court  
20 appearances, client contact, et cetera. I'll still  
21 be fair to you on all cases you worked on."

22 Q Has Alex ever --

23 MR. MILLIGAN: You want a copy of  
24 that?

25 MR. WATERS: I have it.

1 BY MR. MILLIGAN:

2 Q Has my client or counsel ever  
3 demanded to you 45 percent on any case?

4 A No.

5 Q Alex did handle --

6 A But that's all he's entitled to.

7 Q Alex did handle at least one criminal  
8 matter, correct?

9 A S [REDACTED] C [REDACTED], yes.

10 Q S [REDACTED] C [REDACTED]. And as a meter of ethics  
11 and rules, criminal matters cannot be handled on a  
12 contingency basis.

13 A That is correct, but let me tell you  
14 what I do on all these criminal cases, always. I  
15 never charge to handle a criminal case when we're  
16 going to sue a cop. And his memory is foggy. He  
17 knows darn good and well he wanted to stay on the  
18 civil case, he admitted we talked about it, on the  
19 civil case of C [REDACTED] because he was familiar with the  
20 facts because he worked on the criminal case.

21 Q Sure, and those would be two separate  
22 cases.

23 A They're two separate cases, but the  
24 reason you handle the criminal case, if you're  
25 talking the police case for free -- you don't handle



1 it for a contingency for free -- is because you want  
2 to control what happens in the criminal case, learn  
3 the case, it helps you on the civil case.

4 Q So you're telling me on the criminal  
5 case your firm, you, anybody --

6 A Free.

7 Q -- received nothing.

8 A Nothing.

9 Q And my client worked on several  
10 probate matters, correct?

11 A Yes, and he did a good job on them.  
12 My argument on those is the deal was a \$2,000 flat  
13 fee when the case was settled or resolved.

14 Q Right.

15 A And, in addition to that, completed  
16 while he was working here. I mean, we didn't agree  
17 to throw that paragraph out. And what happens is a  
18 lot of these estates he set up that he wants \$1,000  
19 or \$2,000, well, they had to be worked on and  
20 finished by other lawyers.

21 Q Well, does Provision 10 that you  
22 drafted there, does that state anything about  
23 probate matters?

24 A No, it doesn't.

25 Q And does it say anything about flat

1 fees?

2 A No, it doesn't.

3 Q Does it say anything about hourly  
4 wages?

5 A No.

6 Q It talks about 45 percent, right?

7 A Here, here, here --

8 Q Correct?

9 A Yes. Here are the things. There's  
10 no question that this was supposed to cover any  
11 contingency case was this agreement.

12 Q A probate matter was contingency?

13 A Well, the case was, but, no, him  
14 being paid a flat fee was different. This is a fair  
15 thing he points out, he goes, unless otherwise  
16 agreed. Here's what I think the agreement was. If  
17 we got a contingency fee case, he's entitled to  
18 45 percent if the case is completed while he's  
19 working here. He's entitled to that. That's number  
20 one. Plus everything else in those provisions about  
21 offset, including Paragraph 11. The unless  
22 otherwise agreed were the following: This is what  
23 we had agreed to, unless otherwise agreed. One, we  
24 agreed that he wasn't going to get anything -- any  
25 cut, like 45 percent, on any D [REDACTED] cases, and I

1 told -- and by the way, I'm Tom Sawyer and everybody  
2 on the D [REDACTED] team. Everybody working here on the  
3 Durrani cases know that the payoff on D [REDACTED] will  
4 be down the road as we win trial after trial or the  
5 case is settled, because they're that good. They're  
6 off-the-chart good cases.

7 So the otherwise agreed was we have  
8 to wait to see what happens in D [REDACTED], and the  
9 otherwise agreed was a flat fee of \$2,000 to handle  
10 a probate case from beginning to end, if the case  
11 paid money. Those were the otherwise agreed to.

12 Q So, I'm sorry, the probate cases were  
13 only paid -- the firm only received money if the  
14 contingency case was paid?

15 A The \$2,000 was only paid if the  
16 contingency fee connected to that case paid off.

17 Q So on those probate cases listed on  
18 the invoice, and I can provide that if you need  
19 it --

20 A I've seen it before. I've got it.

21 Q So none of those -- the firm received  
22 money --

23 A Okay, let me go -- M [REDACTED] we did  
24 not. R [REDACTED] C [REDACTED] we just did. There was a  
25 receipt of the firm on that.

1 Q Okay.

2 A But guess what?

3 Q Is that contingency connected or --

4 A It was contingency connected, but let  
5 me just tell you about that C [REDACTED] case. Aaron  
6 has had to do a --

7 Q Aaron Rosen?

8 A Aaron Rosen -- all the estate work.  
9 He just did some preliminary things setting it up.  
10 You would not believe the work that we had to do.  
11 So he's not entitled to \$2,000 of that case if Aaron  
12 Rosen had to do all the work, and he could've -- I  
13 would concede that maybe under our agreement on work  
14 that he -- he shouldn't get anything, but even on a  
15 quantum meruit basis, Aaron Rosen did all the work.

16 Q And, I'm sorry, which case was that?

17 A R [REDACTED] C [REDACTED]. B [REDACTED] H [REDACTED],  
18 I apologize, I don't recognize that name. So my  
19 guess is that's a case that never came to fruition.  
20 M [REDACTED] N [REDACTED], we just settled it for \$10,000. Aaron  
21 Rosen had to do all the estate work. We had to get  
22 it approved by a court. The only thing he did on  
23 M [REDACTED] N [REDACTED] and R [REDACTED] C [REDACTED] is set up the  
24 estate. That was it. L [REDACTED] A [REDACTED]. That case we  
25 dropped. We dropped that one.

1                   So M█████, dropped. C█████ -- I  
2   don't know what we got in C█████, but, again,  
3   Aaron had to do most of the work. Huckabee has to  
4   be a dropped case. M█████ N█████, \$10,000. Aaron  
5   Rosen did a bunch of work. And by the way, I think  
6   you're entitled to this under your lawsuit. I'll  
7   get you the details of R█████ C█████ and M█████  
8   N█████. I'll get you proof of M█████ departure,  
9   the more I think about it, and I'll get you the Lori  
10   Asbury that we dropped.

11                  Q     And those --

12                  A     And I'll get you -- I'll get the  
13   estate work that Aaron Rosen did. He was shaking  
14   his head a few times. I'm telling you right now,  
15   Aaron Rosen did a ton of work on M█████ N█████ and  
16   R█████ C█████.

17                  Q     And those are all documents that we  
18   asked for in discovery in March.

19                  A     Yeah, but I think what we argued with  
20   on that, just in our defense, is they're not  
21   relevant to anything. Now that we're doing this  
22   dance with depositions and everything else, I don't  
23   mind giving it to you, even though I still don't  
24   think it's relevant.

25                  Q     So you don't think how that case

1 progressed and how it concluded is relevant to our  
2 claims?

3 A Well, yes, because under the fee  
4 agreement, unless otherwise agreed, he's not  
5 entitled to anything.

6 THE WITNESS: Josh, remind me, we'll  
7 get all that stuff for them.

8 BY MR. MILLIGAN:

9 Q Why do you believe -- I'll even let  
10 you narrate this -- why do you believe Alex is owed  
11 nothing?

12 A Because, under the fee agreement, he  
13 left before any of the contingency fee cases were  
14 completed. He -- the D [REDACTED] cases didn't -- you  
15 know, there was no money paid on them so there was  
16 no agreement to pay him money. He left. Completed.  
17 And the Durrani case is a -- you know -- well,  
18 actually, it wasn't a 45 percent, anyway. And then  
19 the probate cases, under the agreement, otherwise  
20 agreed -- we have a disagreement about that. My  
21 position of the agreement on the probate was \$2,000  
22 when we get paid on the contingency fee case  
23 connected to it and you complete everything. And  
24 because at the time he left the firm all that work  
25 still had to be done, that's why I don't think he

1     should be entitled to anything.

2                   Q     And we would ask for the documents  
3     that show the disposition of those probate matters.  
4     We requested them in discovery but --

5                   A     We'll get it to you. Just to explain  
6     that, I feel like, technically, we shouldn't have  
7     had to produce it because it's not relevant, but  
8     we'll stop that fight now.

9                   Q     Okay. Thank you. And you said that  
10    you think he's owed nothing because of the  
11    Paragraph 10, the 45 percent, and he left.

12                  A     Right.

13                  Q     And again, you've already stated  
14    that, that paragraph does not prohibit quantum  
15    meruit claims or payment of anything.

16                  A     My understanding of quantum meruit,  
17    and again I'm not a legal scholar, is quantum meruit  
18    applies when there's no contract. I thought  
19    contract law, it's the four corners. And by the  
20    way, it can be so harsh under Ohio law. We found  
21    that out. We found that out. The four corners of  
22    that contract, you can't offer parol evidence. It  
23    is that, boom. It's a heavy hit.

24                  Q     In regards to the B [REDACTED] case,  
25    you already stated -- and you read and you put it on

1 the record that Alex did --

2 A He did the written discovery for me.  
3 Correct me if I'm wrong, I don't know if he did  
4 depositions or not. I don't think he did. If he  
5 did, I stand corrected. I think all he did was sent  
6 written discovery and answer written discovery.

7 Q And the motion for summary judgment?

8 A Yeah, and a motion for summary  
9 judgment.

10 Q And court appearances.

11 A And court appearances.

12 Q And client contact.

13 A And client contact.

14 Q And that's your own words.

15 A Yes.

16 Q Okay.

17 A Don't deny that. But that was --  
18 that was a case that he quit before he left.

19 Q Even before he left, or when he  
20 alerted you that he was going to be leaving, this is  
21 prior to termination, you told him you weren't going  
22 to pay him anything.

23 A Yes.

24 Q Because you had clear liability.

25 A Correct.



1           Q     And you believe clear liability is an  
2     excuse not to pay an attorney who worked on the  
3     case.

4           A     Clear -- well, no, wait a minute.  
5     Clear liability. The thing about why he wasn't  
6     entitled, there's two reasons. The big reasons. A,  
7     he quit; two, we already had a \$238,000 offer which  
8     never went away. And I've forgot how much we  
9     settled that case for but it wasn't for much more  
10    than that. And again -- and again -- all these  
11    lawyers that leave always forget about me. What do  
12    I have to do when he's leaving? I got to take  
13    Beckelhymer, I've got to find -- you know, I got to  
14    get it straight where it is, and then I have to  
15    assign it to a lawyer that has to work on the case,  
16    too. And I have to pay that lawyer either a salary  
17    or I got to pay him a split or whatever. It is a  
18    pain in the butt.

19                   So what bothers me about Alex is,  
20    with these fees requests, is so many of these cases  
21    somebody else had already worked on. We had these  
22    arrangements. And then I've got to hire another  
23    lawyer to take over a case that -- for example,  
24    let's say a good 45 percent contingency case and he  
25    leaves. Well, then I've got to give that same

1 agreement to somebody else. I'm supposed to pay  
2 Alex, too?

3 Q What did you do on the B [REDACTED]  
4 case?

5 A After -- well, first, I handled the  
6 case, I think, up til then. I also monitored it. I  
7 mean, I made the decisions on the case.

8 Q Sure.

9 A I think -- I think Stephanie Collins  
10 worked the case after I left -- or after Alex left.  
11 I think Stephanie Collins handled it. And, I mean,  
12 I made the major decisions on the case but there was  
13 always a lawyer besides me assigned to it.

14 Q So when Alex left, that case had  
15 pretty much gotten to the point of they were  
16 offering money.

17 A No, they had offered money before  
18 Alex got involved in the case.

19 Q Okay.

20 A See, I had that offer of 238 before  
21 Alex ever touched the file.

22 Q And you didn't think it was high  
23 enough, the offer.

24 A Right.

25 Q And filed suit.

1           A     Yeah, we filed suit, but just to let  
2     you know, I don't think the case settled for much  
3     more than that, if anything. They stuck to their  
4     guns and the client decided to take the money.

5           Q     And you understand that, I mean,  
6     that's a perfect example of why we requested an  
7     accounting of all these cases.

8           A     Again, based upon that agreement,  
9     boom.

10          Q     You don't believe the accounting is  
11     relevant.

12          A     Correct. We'll drop that, too.  
13     Lawyers are supposed to do this. Lawyers are  
14     supposed to always reassess circumstances. I don't  
15     mind doing it. I wish other lawyers -- I wish other  
16     lawyers did it like I do. Nobody else -- nobody --  
17     I wish defense attorneys would reassess their  
18     circumstances.

19                THE WITNESS: But remind me, we'll  
20     get them the breakdown on the settlement and  
21     everything in Beckelhymer. It will show the date,  
22     time and everything.

23          A     We'll get that to you.

24          Q     And isn't it true that Alex drafted  
25     the final settlement package for the B [REDACTED]

1 case before leaving?

2 A Well, let me tell you about drafting  
3 the final settlement package. The staff -- and he  
4 knows this -- the staff, my girls, gather up all the  
5 medical records, they gather up all the medical  
6 bills, they put it all together.

7 Q Like any firm.

8 A Yeah, you're writing a demand letter.  
9 I mean, I can tell you this: Car wreck cases, they  
10 get settled with me doing nothing but saying, hi,  
11 how are you, meeting the client.

12 Q Who's the custodian of all accounts  
13 at Eric C. Deters and Partners? In other words, who  
14 keeps track of the money owed on the cases?

15 A Owed on the cases?

16 Q Right.

17 A Maria is my office administrator.

18 Q Maria Dallas?

19 A Yes. She writes checks. This is  
20 funny about Dallas. I have a dog named Dallas, and  
21 Cowboy, and then my secretary's last name was  
22 Dallas. Kind of funny. I've been a Cowboy fan  
23 since I was 11 and saw Roger Staubach replace Craig  
24 Morton and beat the 49'ers in the conference  
25 championship. Then they lost to the Colts. It was

1 the first football game I remember watching.

2 Q Mine was a Notre Dame game.

3 A Was it? I was a little boy, and the  
4 star on the helmet and the Cowboys, I fell in love  
5 with them, and they have sucked for many years now.

6 Q Same with Notre Dame.

7 Who assigns the cases to the  
8 attorneys?

9 A Me.

10 Q Anybody else?

11 A I don't anymore. I don't anymore.

12 Q Sure. Who did?

13 A I did. I did.

14 Q Anybody else?

15 A No, just me. But let me tell you  
16 something else I did. I generally let people -- I'd  
17 talk to them and say, hey, if you don't want this  
18 case, let me know. I gave the lawyers, because  
19 these are really partnership agreements, I said, if  
20 you don't want to work on this case or you don't  
21 like this arrangement, we don't have to do it. I  
22 never force somebody to do something like that. The  
23 only thing -- I didn't force them but it was part of  
24 being the team, is say, hey, can you cover this?

25 Q Who schedules dates or assignments

1 sent to each attorney on a case?

2 A Me. By the way, another thing about  
3 that C [REDACTED] thing, a factor in here that is left off,  
4 when you talk about quantum meruit and unjust  
5 enrichment, Alex got experience in the courtroom  
6 that he would never have gotten at most of these  
7 other places. I let Mr. Waters there, a young  
8 lawyer, doing depositions on gigantic cases. Doing  
9 work, showing up in court, doing things. So there  
10 is an unjust -- not unjust, but there is a great  
11 benefit -- it wasn't a slave. He maybe didn't get  
12 paid on all these things, but he got paid on  
13 Whisner, and he got the support checks so he wasn't  
14 starving. That was the idea is you don't starve til  
15 the money starts coming in, and he got a lot of  
16 experience.

17 Q What is the role of Loretta Little in  
18 your firm?

19 A She is my chief legal secretary, for  
20 lack of a better word. She helps keep track of  
21 dates, calendaring, scheduling, depositions, court  
22 filings. She is my legal secretary. And just to  
23 let you know, he is correct -- although I don't  
24 think it has any relevance to this because I think  
25 we just disagree what everything means -- he is

1 correct, Loretta would be the person that would set  
2 up depositions and do those things. We will  
3 stipulate to the fact that Loretta, and other people  
4 on staff, would help him on the cases he worked for  
5 me.

6 Q Okay. And would you also --

7 A But she wouldn't have anything to do  
8 with money.

9 Q Sure, but you would also agree that  
10 she would have knowledge of the tasks that  
11 Mr. Schoultheis performed. In other words, she sent  
12 them to him, said, hey, I need you to cover this.

13 A No, I doubt that. I doubt that. I  
14 would do that. She wasn't in charge of that. And  
15 I'll guarantee, I'm very confident, she doesn't  
16 remember that. She would just be able to say, yeah,  
17 if Alex needed a deposition set up, I would help him  
18 with that.

19 Q Did you ever have Ms. Little send  
20 Alex emails or phone calls, saying, I need you to go  
21 cover something?

22 A I'm sure that happened sometime.

23 Q What is Ms. Kim Moore's role with the  
24 firm?

25 A She doesn't have a role in the firm.

1 She's not here anymore.

2 Q She's no longer employed?

3 A No.

4 Q When did she leave?

5 A I forget. We're on good terms.

6 She's a friend. I forget the nature of the  
7 departure. I don't know if she was a cut back. She  
8 was working out of her house a lot. But she -- and,  
9 again, she had no -- I mean, no administrative  
10 knowledge or anything else. But she's a friend. I  
11 mean, I'm on good terms with her.

12 Q And what is Mr. Holbrook, Chuck  
13 Holbrook's role in the firm?

14 A Chuck Holbrook is the chief cook and  
15 bottle washer, man. He's like my right-hand man and  
16 getting stuff filed. You know, he takes things to  
17 file. Does investigations. He serves subpoenas.

18 Q Is he an attorney?

19 A No, he's not an attorney.

20 Q He's a private investigator or right-  
21 hand man?

22 A He's kind of a jack of all trades.  
23 And he'll do anything. Like, for example, if you  
24 said, hey, Chuck, go get me lunch, he'll go get you  
25 lunch. He's not pretentious. And just so you know,



1 I'll go ahead and get this out of the way, I told  
2 Chuck, I said, Chuck -- and by the way, I've been  
3 down this road too many times. You grab the file --  
4 they're my files, the firm's files -- you grab the  
5 files, and I told Chuck -- no, no, I didn't tell  
6 Chuck. I think Chuck on his own. I think Chuck on  
7 his own. I think. I could be wrong. Either I told  
8 him or Chuck on his own --

9 Q Was there an email --

10 A -- went through --

11 Q -- exchanged?

12 A No, it wouldn't be an e-mail. I  
13 would just tell him. Went through his desk, Alex's  
14 desk. We don't deny that. And I don't know if  
15 Chuck did that on his own or I told him to. I don't  
16 remember. But my position, it doesn't matter.

17 Q Did you know that the desk was  
18 Mr. Schoultheis' property?

19 A Yes, but here's the problem.

20 Q Did Chuck know that?

21 A The desk was in the office of our  
22 firm.

23 Q Sure.

24 A Now, if you have law different than  
25 this, please alert me. I have the right to check

1 emails. I can monitor all the emails. Something  
2 that I don't do because I don't have time.

3 Q On a server?

4 A On a server.

5 Q Correct.

6 A I can do all that. It's my position  
7 that there's no reasonable expectation of privacy at  
8 all at a law desk when you were working at a firm  
9 and there's an issue about files. Now, I do want to  
10 say this. I don't think I told Chuck to do it. I  
11 just think Chuck did it, thought he was supposed to  
12 do it. And Chuck found -- and this is weird --  
13 Chuck found some files and he brought them to me.  
14 He brought them to me. And I was shocked to find  
15 names of people I didn't know, letters to them under  
16 Alex Schoultheis letterhead requesting payment.  
17 There was one like for a will for \$300 or something.  
18 And you know what, I kept those papers, and Sharon  
19 Moore has got them, and -- I'm being truthful here,  
20 I can't find them. I cannot find those papers.

21 Q Do you know the name of every client  
22 in your firm?

23 A No.

24 Q How many clients do you currently  
25 have? Approximately, is fine.

1           A     Well, I have 453 D [REDACTED] clients, and  
2     I'm sure I got a couple hundred more than that. So  
3     we have probably nearly a thousand clients.

4           Q     And isn't it true that under  
5     Paragraph 5 --

6           A     But these people, I want to tell you  
7     something, they weren't on our client list. I  
8     checked.

9           Q     Sure. And under the purchase  
10    agreement -- I'm sorry, I keep saying purchase  
11    agreement, the partnership agreement, under  
12    Paragraph 5, Alex was entitled to keep clients?

13          A     Previously obtained.

14          Q     Sure.

15          A     Okay. I agree to that.

16          Q     And what is Maria Dallas' role? We  
17    kind of covered it a little bit.

18          A     By the way, I'll go ahead and put  
19    this on the record, too. Is our counterclaim still  
20    alive?

21          Q     No.

22          A     Did we dismiss it?

23          Q     No, it was thrown out.

24          A     Well, I just want to -- I was going  
25    to say, if it wasn't, I won't pursue it, even though

1 it bothers me, it really does, and it was a bone of  
2 contention that I think he was being a little  
3 sneaky, but I can't find the freaking papers  
4 anymore.

5 MR. WATERS: Just to clarify, there  
6 still is an affirmative defense that he raises.

7 A Yeah, I want it as an affirmative  
8 defense, but I don't care about it being a  
9 counterclaim.

10 Q And Maria Dallas' role with your  
11 firm?

12 A She keeps an accountings of this  
13 \$2400 issue and she would write checks.

14 Q I'm sorry, what \$2400 issue?

15 A The \$2400 a month. She would keep  
16 track. Like if W [REDACTED] was paid, I think she has a  
17 sheet that would indicate how much money we paid him  
18 when.

19 Q So she's the bank lady in the firm.

20 A Yep.

21 Q Mr. Deters, have you ever demanded  
22 money or payment based on quantum meruit from  
23 anyone, whether a former client or attorney?

24 A I'm sure I have. I'm sure I have. I  
25 don't remember ever doing it when there's a

1 contract, though, but I know that I've demanded  
2 quantum meruit.

3 Q Have you ever filed a lien on a case  
4 before?

5 A Oh, yeah. Oh, yeah. You know, most  
6 of the time I just let a file go. I take over --  
7 the ratio is ten to one taking over a case to one  
8 percent lose a case. But I can tell you right now I  
9 usually just let a case go. But there are some  
10 people that they piss you off and you put a lien on  
11 it. Whether you get paid or not, who knows,  
12 although sometimes you do. Car wreck cases you do.  
13 I've stopped suing clients long ago. Nothing good  
14 comes from it.

15 Q Well, I have a case here from 2013  
16 where you've actually filed a suit against Justin  
17 Morgan, the Morgan law firm?

18 A Oh, yeah. Oh, yeah. Well, let me  
19 tell you about that case I did. I sued them for  
20 good cause and good reason. Herrin-Threm --

21 Q You would agree that 2013 is not long  
22 ago, correct?

23 A That's correct. That's an exception  
24 right there. I'm glad you brought that to my  
25 attention. I'm talking about you sue clients over

1 fee arrangements, whatever. And if you notice, I  
2 didn't sue a client, I sued the lawyers who stole  
3 the client. I didn't sue Herrin-Threm and David  
4 Scott, if you notice.

5 Q And Josh Robinson?

6 A Yeah, I sued them. I didn't sue the  
7 client, I sued them. Because Jim Thomerson, Jim  
8 Thomerson, who verified this to me --

9 Q I'm sorry, who is Jim Thomerson?

10 A He's a lawyer in Lexington -- talked  
11 to Jim Francis and told me the whole scheme. Josh  
12 Robinson took these two clients, shopped them to  
13 him, was going to get a cut of the action.  
14 Firsthand knowledge. Everything in here was told to  
15 me by James Francis. And not only that, I knew Josh  
16 Robinson had a special relationship with Stephanie  
17 Herrin-Threm and David Scott, and they gave them  
18 some bad advice. They've lost their place in line.  
19 The work that we've done on these cases is  
20 incredibly outstanding. To my knowledge, I checked  
21 the docket once, I don't know if these guys have  
22 even done anything. But I sued them to send word  
23 that I'm not going to let you poach clients. Josh,  
24 I'm not letting you poach clients.

25 Now, I want to tell you something

1     that I've done recently. I dropped this case,  
2     Rule 41(A). Dismissed it. And you know why?

3                 Q     Why's that?

4                 A     What's the freaking point? I made my  
5     point. I stand by this lawsuit. But I got enough  
6     to do than litigate this freaking case. I have a  
7     lien against the file, and I would suspect that  
8     Mr. Morgan and Mr. Francis and Mr. Robinson will  
9     leave our D [REDACTED] clients alone because they know  
10    that I'm willing to sue them. But I Rule 41(A)'d  
11    this because I'm sitting here thinking, like this  
12    case, you've got to do depositions, you've got to do  
13    all this stuff. I mean, I'll be honest with you. I  
14    can't believe Alex is doing this. I mean, you must  
15    be a frat buddy of his or something, law school  
16    classmate, obviously, because, I mean, this is -- I  
17    can't believe this.

18                Q     And do you also remember filing a  
19    lawsuit against Terrie Hayes?

20                A     Yes.

21                Q     And why did you file that lawsuit?

22                A     Can I see it?

23                Q     Absolutely. We'll go ahead and enter  
24    this as well.

25                A     The reason why I did this is we did

1 all the work. I mean, all of the work.

2 Q And the client decided --

3 A The client fired us and hired this  
4 lawyer. All he did was the plaintiff's deposition  
5 and tried to screw us out of the fee, and we ended  
6 up settling at the probate case and we got a fee out  
7 of this.

8 Q And you got paid because you had done  
9 work on the file.

10 A We had -- well, two things, so you  
11 know. Your analogy is going to fail. Not only did  
12 we do all the work on the case, we had a fee  
13 agreement with the client that was binding that gave  
14 us entitlement to that fee, unlike our fee agreement  
15 with him. It's apples and oranges. And let me just  
16 tell you something else about what this lawsuit  
17 represents, this lawsuit represents, my fight with  
18 Keyser represents. And, you know, everybody has --  
19 when you are a suspended lawyer, people draw --  
20 especially me -- they draw wrong conclusions. They  
21 draw the wrong conclusion that you're unethical,  
22 which I'm not. I'm very ethical. I'm aggressive.  
23 They also draw the conclusion that you're weak. So  
24 they think that they can sue you, bar complaint you  
25 and do things. If you don't fight back hard, the



1 word spreads that you are weak and everything else,  
2 so I fight back hard. And the rumor of my demise is  
3 greatly exaggerated thanks to Charles H. Deters.

4 So, you know, when people mess with  
5 me on these kind of things, it really irritates me  
6 because I know what's going down. Like Greg  
7 Keyser's lawsuit. He thinks I'm in a vulnerable  
8 weak state so let's get a pound of flesh out of him.

9 Q Sure, and Eric, in any of our  
10 correspondences, and this is just --

11 A No, you haven't done that.

12 Q -- have we ever said that you are  
13 weak?

14 A You guys seem to be misguided but  
15 think that he's entitled to a fee.

16 Q And we've been anything but  
17 professional?

18 A You've been fine. I wouldn't expect  
19 anything else from a lawyer from John Hust's office.

20 Q He's a great man.

21 A He's a good guy.

22 Q Spoke with him the other day. And  
23 that does bring up a question as to why -- and this  
24 is maybe not case related, although it is -- why  
25 you're contacting other attorneys in my firm and not

1 me.

2 A Oh, I contacted John Hust because I  
3 know John. I mean, there's no bones about it. And  
4 if you remember --

5 Q And is John an attorney of record in  
6 this case?

7 A No. But if you remember -- if you  
8 remember -- John, I forwarded an email once that he  
9 was copied to, John Hust, and you.

10 Q Right.

11 A I did. And I called John Hust -- and  
12 this goes on in our profession all the time -- and I  
13 called John Hust on my behalf, which is completely  
14 okay. He's a lawyer in your firm, and say, hey,  
15 John, man, you aware of this? And he admitted he  
16 was aware of it. I said, man, this is crazy, John.

17 So, I mean, I don't think there's  
18 anything wrong with that at all. For example, I can  
19 tell you right now, if I do something like that,  
20 I've had people contact a lawyer in my office or my  
21 dad and say, hey, Charlie -- for example, I sued a  
22 client last year or something, and my dad came to  
23 see me and asked me to drop it. I mean, I actually  
24 told the client to.

25 Q This is the letter that you are

1 referring to (indicating)?

2 A Yes, yes.

3 Q I'll go ahead and enter this as well.

4 And in this letter, you've basically reiterated  
5 everything you said up to the point of the letter  
6 where you say Alex is owed nothing.

7 A Yeah.

8 Q And I didn't number the sentences --

9 A I always say this. I say what I mean  
10 and I mean what I say when I say it.

11 Q So will you -- you'll stipulate --

12 A I will stand by this letter that I  
13 said every freaking word about this. The one thing  
14 that I'm not going to do and I'm not interested in  
15 doing, even if I win this case, get it dismissed, I  
16 am not going to sue you or your firm.

17 Q So you did make the threat to sue me  
18 and my firm and Alex.

19 A Absolutely. It pisses me off. But  
20 I'm not going to do that, even though I probably  
21 should if I win the case.

22 Q You also state -- and this was a  
23 response to a discovery letter that I sent that was  
24 very detailed and asked for, as you requested -- I'm  
25 sorry, this came first, and I sent the follow-up

1 letter (indicating).

2 A Okay.

3 Q But you also stated that Loretta,  
4 Kim -- use first names -- Loretta, Kim, Chuck, Brian  
5 and Maria have no information pertaining to the  
6 issues of this case.

7 A It's true.

8 Q But you just said that Maria handles  
9 all the accounting, handles all the checks. She  
10 would know what money came in on cases.

11 A Well, she does, but see, it's  
12 repetitive. I know those same things. I know those  
13 same things.

14 Q And when we asked for an accounting  
15 of these things --

16 A Well, again, and I'm telling you,  
17 it's my position that under this contract you're not  
18 entitled to it based on this contract. The  
19 accounting comes next. In other words, if you have  
20 a legitimate basis for your claim, then you'd be  
21 entitled to the accounting.

22 Q And you don't believe quantum meruit  
23 is a legitimate basis.

24 A Absolutely not. This contract is  
25 what controls.

1           Q     Have you ever been sued by any  
2     other -- as an individual, in your individual  
3     capacity -- by anybody else?

4           A     Yeah. This is funny. I got this  
5     case from Scott Acton on a case. This is so funny  
6     because the guy who screwed up was Greg Keyser.  
7     Greg Keyser screwed it up.

8           Q     What kind of case was that?

9           A     It was a products liability case.  
10    You tell me if you want, I'll explain it to you. By  
11    the way, every one baseless.

12          Q     Sure. And I only had access to  
13    Hamilton County.

14          A     Okay.

15          Q     So the only ones I could find:  
16    Stanley Steamer of Northern Kentucky?

17          A     Oh, yeah.

18          Q     Has that case been resolved?

19          A     Yeah. By the way, Greg Keyser is  
20    representing them. These people -- no, it hasn't  
21    been resolved. The biggest fraud in the freaking  
22    world. I'm helping out this carpet cleaning guy,  
23    gave him good advice, didn't have money to pass.  
24    That case is totally bogus, and I think I filed one  
25    of my letters in there.

1 Q And that was a franchise issue case?

2 A It was a franchise issue. Total  
3 bogus case. By the way, an example of Greg Keyser,  
4 the same guy -- I'm going to bring old Gregggy down,  
5 Greg Keyser, the same guy who sues me for this bogus  
6 slander case is representing them, Stanley Steamer.  
7 Just wait til you read that memo.

8 Q The Hartford Insurance Group case --

9 A I'm not that familiar with Hartford  
10 Insurance.

11 Q It's Hartford Insurance Group versus  
12 Eric Deters, 2001. There was an insurance company  
13 lien that you refused to pay on the case. I think  
14 it was a car accident case?

15 A Totally unfamiliar with it. It was  
16 either dismissed or -- I don't remember it. By the  
17 way --

18 Q This one is old.

19 A By the way, some people get all  
20 nervous about lawsuits. I don't. You got battles,  
21 you got fights, you sue, you get sued. What's the  
22 next one?

23 Q If you're going to be an attorney,  
24 you can't be nervous about a lawsuit.

25 A Exactly.

1 Q Montgomery County versus Eric Deters.

2 A Montgomery County versus me and Bill  
3 Angel, and we have filed an appeal to that, and that  
4 was a case, once again --

5 Q Was that appeal dismissed?

6 A No, no, no. Here's the thing about  
7 that case that really bothers me. This is one of  
8 those crusades.

9 Q Pending appeal.

10 A A guy gets -- family gets hurt;  
11 \$25,000 liability -- or 12,500 and \$100,000 under  
12 insured. Montgomery County, who had the medical  
13 bills, wants to be reimbursed the money that they  
14 got on the under insurance claim that he paid for.  
15 When we got the case settled and Montgomery had  
16 their lien sitting there, I told Bill Angel, I told  
17 him the truth up front. This is why clients love  
18 me. I said this is BS. If you're game, I am game,  
19 too. We tell Montgomery County to kiss our butt.  
20 They threatened for year after year after year.  
21 Figured they'd finally go away. They'd finally  
22 settle it. They land Leslie Ghiz. With all due  
23 represent to Leslie Ghiz, the last thing I remember  
24 about Leslie Ghiz, before she became a judge, is she  
25 called WLW radio and -- when I was filling in for

1 Willy -- and I gave her two barrels about something.  
2 Leslie Ghiz grants summary judgment on that case.

3 Q Summary judgment of \$83,148?

4 A Correct, and we've appealed it, and  
5 we've gotten a bond. That's been stayed pending  
6 appeal. But I told my client, I said, we need to  
7 fight this thing all the way through because this is  
8 BS that you have to pay the under insurance carrier.  
9 So what happens? I fight this good cause, I put all  
10 the money in my client's pocket, I tell the  
11 lienholder to kiss my ass, and my client's with me,  
12 I fully inform my client. Who benefits from my  
13 actions? Like always, my client benefits from my  
14 aggressiveness. Who gets kicked in the ass for  
15 fighting for my client that hard? Me. But I can  
16 deal with it. But there's an Exhibit A of what I'm  
17 talking about. No more.

18 Q And Sue Barhorst --

19 A Oh, and by the way, let me tell you  
20 something. I have never been sued, ever, on liens.  
21 I was the most aggressive lien battler ever. And  
22 I've always told my clients, I said, we've never  
23 been sued yet. That's the first and only time I've  
24 ever gotten sued. Most of these subrogation people  
25 threaten, threaten, threaten and they never sue.



1     However, we changed the last couple years.  
2     Insurance companies, hurting since 2008, have gotten  
3     much more aggressive on Medicare/Medicaid liens and  
4     everything else. We don't screw around with it  
5     anymore. We tell the client, we're sorry, you've  
6     got to deal with this lien. But at the time I was  
7     really aggressive. Once again, I got sued. Badge  
8     of honor. I'm fighting for a client.

9                 Q     And that was 2013. That wasn't that  
10    long ago.

11                A     Correct. Well, that's when they sued  
12    but the dispute was way earlier.

13                Q     And Sue Barhorst versus Eric Deters.  
14    Was 2012. That was a default judgment.

15                A     Who's that?

16                Q     Sue Barhorst, was a court reporter.

17                A     Oh, that was a court reporter issue,  
18    and let me tell you what that was. That was  
19    representing these St. Bernard -- it was a big case,  
20    St. Bernard, where Eric Minamy, who was with me at  
21    the time, ordered depositions. They contacted me,  
22    okay? These were depositions of our clients. I  
23    told the court reporter, we don't need them. I  
24    don't want them. She says, well, your lawyer  
25    ordered them. I said, well, you haven't produced

1    them.  You were going to have to transcribe them for  
2    the other side anyway.  So here's the court  
3    reporter -- sorry, Darlene -- court reporter who has  
4    to prepare the depositions for the lawyer that  
5    ordered them.  We're supposed to get a copy.  I  
6    cancel the order for the copy.  Didn't get a copy.  
7    She sues me for those copies.  And Chris Roach  
8    screwed up, hate to throw him under the bus, he was  
9    supposed to prepare something for me and file, and  
10   he never did, and they got judgment so I had to pay  
11   it.  But I wasn't trying to screw the court  
12   reporter.  That was what happened.

13                   Q     And PBJ, LLC versus Eric Deters?

14                   A     That is Greg Keyser's wife.  The  
15   company that owns the little building where he  
16   worked out of when I fired his butt.  And part of  
17   the deal was his wife was the court reporter and the  
18   tenant, and I told her, I said, I'm not paying your  
19   freaking lease when you did this to me.  Are you  
20   kidding me?  Your husband was supposed to work on  
21   these cases.  He didn't do anything for six months.

22                   Q     I'm sorry, what was the case about?

23                   A     It was about a lease.

24                   Q     Okay.

25                   A     You'll never find -- there's never

1     been a case in the history that I've been sued for  
2     or have been sued for where I did something  
3     fraudulent or dishonest.

4                 Q     And this was a case from 2014, Elite  
5     Reporting Agency. I guess another court reporter  
6     versus Eric Deters?

7                 A     That's Brenda. That's the court  
8     reporting service of Greg Keyser's wife.

9                 Q     So is this a different case?

10                A     No. What that was, that was an  
11     agreement -- same kind of agreement that we had with  
12     them, that I had an honest dispute with, and that's  
13     Greg Keyser's wife. Thank you very much, Greg  
14     Keyser. Greg Keyser has -- he's doing especially --  
15     he ought to put up on his website, I specialize in  
16     suing Eric Deters on baseless lawsuits. He might  
17     get a lot of cases. I got enemies.

18                Q     You already kind of went over this  
19     but can you explain again your role in the firm? I  
20     mean, you said you're acting, kind of, as a  
21     paralegal. And I don't want to --

22                A     Well, no, no, no. I don't have  
23     any -- here's what I'm doing. I spend a lot of time  
24     doing nothing, but I'm kind of like an office  
25     administrator type person, and I read a lot and I do

1 a lot. For example, the D [REDACTED] cases, I read  
2 everything, waiting to be returned. I don't give  
3 legal advice.

4 Q What do you do after you read these  
5 cases? What purpose are you reading these cases  
6 for?

7 A Just to stay on -- just to stay on --

8 Q To be ready?

9 A Just to be ready. Just to be ready.  
10 Also -- here's what I'm supposed to do. A Kentucky  
11 retirement, I can be a paralegal, an office  
12 administrator, trial consultant, marketing guy, news  
13 guy, do all that stuff. Under Ohio, under Ohio, I  
14 just can't practice law while I'm suspended.

15 Q Has Kentucky accepted your  
16 retirement?

17 A Let me say something about that,  
18 which is kind of funny. I don't think they have.  
19 This is so bizarre. I sent them notice that I'm  
20 retired and I have stopped practicing law in  
21 Kentucky since April. They don't respond. They  
22 don't say anything. They don't say yes, no or  
23 other. But here's the problem that Kentucky has.  
24 Kentucky's problem is they don't have a rule about  
25 retirement. They only have a rule about

1 resignation. Ohio, you can resign or retire pending  
2 discipline, or just retire or resign. They have a  
3 rule for it. Kentucky is silent as to retirement.  
4 So I just assume that an old lawyer that retires,  
5 just tells them, hey, I'm retiring. In Kentucky  
6 they say you can resign under disbarment, and I'm  
7 like, are you kidding me? I didn't do anything to  
8 get disbarred. I'm not going to resign under  
9 disbarment. I think I've outsmarted them. I bet  
10 they pass a rule soon that spells out what you've  
11 got to do as far as retirement because it's  
12 different. Resign means to give up. Retires means  
13 not to use.

14 So to answer your question, I don't  
15 know if they have. They've never responded.  
16 They've never sent me a letter that said, oh, we  
17 don't recognize your retirement, which is kind of  
18 hilarious because of this. See, I was suspended 60  
19 days, and bar counsel objected me automatic  
20 reinstatement, which forces me to be reinstated  
21 again, just like I was in 2012. Well, I decided to  
22 withdraw my application for reinstatement because  
23 I'm just done with it. So what's funny is I'm  
24 sitting here right next to you. I'm one of two  
25 things. I consider myself retired. Kentucky may

1 think I'm just a suspended lawyer in Lala Land.  
2 Well, guess what, they can't make me apply for  
3 reinstatement, so they've kind of messed up. I take  
4 glee in this. What are they going to do? I'm  
5 permanently suspended, at least in their minds.  
6 They can't make me apply for reinstatement. Are  
7 they going to keep trying to punish me on something?  
8 I don't know. I know this, I haven't practiced law  
9 since April, so if somebody has got a bar complaint  
10 with our firm in April, it ain't mine.

11 Q Has plaintiff or counsel ever  
12 communicated to you or offered to dismiss cases from  
13 consideration that didn't settle or otherwise bring  
14 money into the firm?

15 A I think so.

16 Q And we have asked for all  
17 documentation regarding the dispositions or status  
18 of each case --

19 A Yes.

20 Q -- so that we can determine whether  
21 or not we should --

22 A And we'll get that to you.

23 Q Has any prospective employer  
24 contacted you for a reference for my client?

25 A No.

1 Q Anybody asked for a reference or --

2 A I don't think so. By the way, if  
3 they did, I'd give a good reference, despite my  
4 disappointment he sued me. I don't have any issue  
5 with him as a lawyer. I don't. He did a good job.

6 Q Have you ever mentioned this case  
7 or my client -- or I guess I'll even throw this in  
8 there, or me, on any social media site, radio or web  
9 broadcast?

10 A I don't think so, no. If I did it, I  
11 did it without naming you.

12 MR. MILLIGAN: That's all the  
13 questions I have.

14 MR. WATERS: Just a couple of quick  
15 ones.

16 CROSS EXAMINATION

17 BY MR. WATERS:

18 Q The owner of the firm currently is  
19 Charlie Deters, correct?

20 A Correct. Thank God for Charlie  
21 Deters.

22 Q Now, Charlie does make all -- he has  
23 the power to make all final legal decisions --

24 A Yes.

25 Q -- and can override any other

1 decision that's been previously made.

2 A He is the decision-maker.

3 Q And you don't earn income from the  
4 firm.

5 A Nope. I'm a charity case.

6 Q If Charlie had any questions  
7 involving something that happened prior to January  
8 of 2014, when he took over ownership of the firm,  
9 who would he go to to find out?

10 A Me. And by the way, that's something  
11 else that I still do to this day is I have  
12 information about things that lawyers actually ask  
13 me about. Like they'll say, Eric, what happened on  
14 this case or what was this? So I provide  
15 information, absolutely. Providing information is  
16 not practicing law.

17 Q Did Charlie have any involvement  
18 prior to January 2014 with the firm?

19 A No.

20 MR. MILLIGAN: Before we end this,  
21 can we take a five minute break?

22 MR. WATERS: Sure.

23 MR. SANDY: Time is 11:58 a.m. We're  
24 going off the record.

25 (A brief recess was had.)



1 MR. SANDY: Time is 12:03 p.m. We're  
2 back on the record.

3 MR. MILLIGAN: We don't have any  
4 further questions. We're going to keep this open  
5 pending the production of the discovery requests.

6 THE WITNESS: On behalf of me, I  
7 don't have any objection to that.

8 MR. WATERS: Quickly, on behalf of  
9 the firm, we're going to --

10 THE WITNESS: And me.

11 MR. WATERS: -- yeah --

12 THE WITNESS: Can we seal this? For  
13 one reason. Let me just ask this question. By the  
14 way, I mean, you can see how candid I am. Either  
15 seal it for purpose of client confidentiality --  
16 just for that purpose. I don't care about anything  
17 I said.

18 MR. WATERS: Yeah, to protect  
19 privilege.

20 THE WITNESS: Or redact clients'  
21 names.

22 MR. MILLIGAN: Okay. Well, what I  
23 think would be a good -- maybe good way to approach  
24 this is any documents that you're going to send me,  
25 and I mentioned this before to you in an email when

1     you asked me about this, we go ahead and review them  
2     and then -- I'm okay with sealing stuff that's  
3     privileged. That's fine. But I'm not going to  
4     agree to a blank seal.

5                     THE WITNESS: Okay. Well, here's  
6     what we'd like to do then.

7                     MR. MILLIGAN: Unless, you know  
8     what --

9                     THE WITNESS: Let's just agree to  
10    this: That the video -- I'm just throwing this out  
11    here -- that the video will be filed sealed and that  
12    the written document we'll just redact any clients'  
13    names, my date of birth, and -- is that it?

14                    MR. WATERS: Yeah. Because,  
15    obviously, with any settlement, we're going to have  
16    some kind of confidentiality agreement.

17                    THE WITNESS: So can we agree to  
18    that, that the written document -- and we'll have to  
19    get with you to figure out what that is -- but the  
20    clients' names and my date of birth be redacted.

21                    MR. MILLIGAN: And I'll agree to  
22    that, if you guys will agree to a joint motion to  
23    extend discovery and respond to motion deadlines.

24                    THE WITNESS: Absolutely.

25                    MR. MILLIGAN: Okay. Done.

1 MR. SANDY: Time is 12:05 p.m. This  
2 concludes the deposition.

3 (Deposition concluded at 12:05 p.m.)

4 (Signature Waived) \_\_\_\_\_

ERIC DETERS

5 - - -

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

## C E R T I F I C A T E

STATE OF OHIO :  
: ss

COUNTY OF MONTGOMERY :

I, Darlene M. Anthony, the undersigned, a  
duly qualified notary public within and for the State  
of Ohio, do hereby certify that ERIC DETERS was by me  
first duly sworn to depose the truth, the whole truth,  
and nothing but the truth; that the foregoing is the  
deposition given at said time and place by said  
witness; that said deposition was taken pursuant to  
stipulations hereinbefore set forth; that said  
deposition was taken by me in stenotype and  
transcribed by means of computer under my supervision;  
that examination thereof and signature thereto was  
expressly waived, that I am neither a relative of any  
of the parties nor any of their counsel and have no  
interest in the result of this action.

IN WITNESS WHEREOF I have hereunto set my  
hand and affixed my seal of office on the 25th day of  
July, 2014.

/s/ Darlene Anthony\_\_\_\_\_

Darlene Anthony

Notary Public State of Ohio

Commission Expires 5/10/16

- - -

7/18/13

Gmail - Fwd:



John Milligan <john.milligan19@gmail.com>

---

**Fwd:**

1 message

---

**Alex Schoultheis** <alex.schoultheis@gmail.com>

Thu, Jul 11, 2013 at 3:13 PM

To: John Milligan <john.milligan19@gmail.com>

Emails from Eric terminating partnership.

----- Forwarded message -----

From: **Main Gmail** <alex.schoultheis@gmail.com>

Date: Tue, Jul 2, 2013 at 9:37 PM

Subject: Re:

To: Alex Schoultheis <alex.schoultheis@gmail.com>

*Sent from my Verizon Wireless 4G LTE DROID*

Eric Deters <Eric@ericdeters.com> wrote:

You have money coming on lots of cases and I'll pay it. I'm grateful you helped push the cases forward and it sucks I won't have you for probate too. This really will be better for you too. Can focus on Illinois while still receiving money in. Better for us to go ahead and transition.

*Sent from my iPhone*

On Jun 7, 2013, at 5:13 PM, "Alex Schoultheis" <aschoultheis@ericdeters.com> wrote:

Eric,

Thank you for getting back to me Eric. I also greatly appreciate the opportunity to work with you and your staff. Your firm definitely has a way of relating to everyday people and your client responsiveness is second to none. That being said, I will send you this weekend my hourly time estimates spent on the cases that were worked on. I understand that the energy spent on re-assigning cases is a huge undertaking. However, I also want a way of letting you know on my end which cases and hours were spent. Unfortunately, other than the B [REDACTED] C [REDACTED] and an \$800 D [REDACTED] Complaint writing check, I haven't received any other compensation since the middle of March. Hopefully the money on H [REDACTED] arrives soon. I have refused asking for any support checks operating under the purpose that I would see these cases to their end, as the entire plan is based on. Given that the firm has hundreds of cases, I want to insure on both of our ends that we know which cases I had worked on (B [REDACTED], P [REDACTED]) and which I had not (C [REDACTED] J [REDACTED]). This will make it easier for Maria when cases do finally settle. I'll also provide your office with my new Chicago address when it becomes available. For now, my current address is: 5667 Jenkins Rd. Okeana, OH 45053. I want you to know that I'm not questioning whether you'll be fair to me or not, I know you have in the past. I just need

EXHIBIT

D

something on my end for budgeting as an estimate on what to expect down the road.

I would also advise the Cincinnati office of the decision of my departure today, as I think some of them were planning a going away party. I'll do my best to have my desk and things removed by Monday evening.

Thanks again Eric,

Alexander M. Schoultheis  
Attorney  
Eric Deters & Partners, P.S.C.  
635 West 7th St., Suite 401  
Cincinnati, OH 45203  
513-729-1999 Ext. 104  
Aschoultheis@ericdeters.com

This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, is confidential, and is intended solely for the use of the individuals or entities to whom it is addressed. This communication may contain material protected by lawyer-client privilege or SETTLEMENT DISCUSSIONS which are not to be used for any other purpose. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail and any file attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify me by telephone at (513) 907-0870 or by reply e-mail to the sender. You must destroy the original transmission and its contents. You will be reimbursed for reasonable costs incurred in notifying us.

---

**From:** Loretta Little  
**Sent:** Friday, June 07, 2013 4:37 PM  
**To:** Alex Schoultheis  
**Subject:**

Message from Eric Deters:

It's always a pain in the ass when a lawyer leaves because the entire plan is based upon a case start to finish. The easy decision is Alex I'm not going to give you 33% of B [REDACTED]. I already had a \$238,000 offer. I have clear liability. I already worked up damages. As I told you I wanted some help and I'd pay you something fair. I'm grateful you answered the discovery with the materials I developed. I'm grateful you prepared the Motion for Summary Judgment. I thought of and I'm grateful for court appearances, client contact etc. I'll still be fair to you on all the cases you worked on. Even though you're gone, I will. It's just all too in flux. It also sucks I have to reassign. The energy it takes is incredible. What's funny about your departure is you are someone I really had big plans for. You're a good young lawyer with a bright future. You have fire, passion and you are competitive. You also have attention to detail. I have decided I want to go ahead and part company effective Friday at 5 p.m. because

7/16/13

Gmail - Fwd:

I could use the office; it's too awkward for everyone knowing a lawyer is leaving. I wish you the best and I'll send money as it arrives.

Eric Deters

---  
-Alexander Schoultheis, Esq.  
Little, Meyers & Associates  
2651 Observatory Avenue  
Cincinnati, Ohio 45208

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ALEXANDER SCHOULTHEIS,

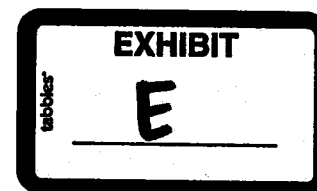
Plaintiff,

vs.

ERIC C. DETERS, et al.,

Defendants.

Videotaped deposition of ALEXANDER  
SCHOULTHEIS, the plaintiff herein, taken by the  
defendant as upon cross examination, pursuant to the  
Ohio Rules of Civil Procedure and pursuant to Notice  
to Take Deposition and agreement by counsel as to the  
time and place and stipulations hereinafter set forth,  
at the Law Office, 635 West 7th Street, Cincinnati,  
Ohio, at 10:02 a.m. on Friday, July 11, 2014, before  
Darlene Anthony, a Professional Reporter and Notary  
Public in and for the State of Ohio at large.





1 APPEARANCES:

2 On Behalf of the Plaintiff:

3 JOHN M. MILLIGAN, ESQ.

Schroeder, Maundrell, Barbieri & Powers

4 5300 Socialville-Foster Road

Suite 200

5 Mason, OH 45040

6

On Behalf of the Defendant Eric C. Deters & Partners:

7

K. JOSHUA WATERS, ESQ.

8 Law Office

635 West 7th Street

9 Cincinnati, OH 45202

10 On Behalf of the Defendant Eric C. Deters, pro se:

11 Eric C. Deters

635 West 7th Street

12 Cincinnati, OH 45202

13

Also Present: Bruce Sandy, Videographer

14

15

- - -

16

17

18

19

20

21

22

23

24

25

1                                    S T I P U L A T I O N S

2                    It is stipulated by counsel for the  
3    respective parties that the videotaped deposition of  
4    ALEXANDER SCHOULTHEIS, the plaintiff herein, may be  
5    taken at this time by the defendants as upon cross  
6    examination and pursuant to the Ohio Rules of Civil  
7    Procedure and Notice to Take Deposition; that the  
8    deposition may be taken in stenotype by the Notary  
9    Public-Court Reporter and transcribed by her out of  
10   the presence of the witness; and that examination  
11   hereof and signature hereto is expressly waived.

12                                    - - -  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## I N D E X

1		
2		PAGE
3	Cross Examination by Mr. Deters:	5
4	Cross Examination by Mr. Waters:	26
5	Recross Examination by Mr. Deters:	28
6	Recross Examination by Mr. Waters:	31
7	Cross Examination by Mr. Milligan:	33
8	Further Cross Examination by Mr. Deters:	36
9	- - -	
10	NO EXHIBITS INTRODUCED OF RECORD	
11	- - -	
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 MR. SANDY: Today is July 11, 2014.  
2 Time is 10:02 a.m. and we're on the record.

3 ALEXANDER SCHOULTHEIS  
4 of lawful age, the plaintiff herein, being first duly  
5 sworn, as hereinafter certified, was examined and  
6 deposed as follows.

7 MR. DETERS: I want to place on the  
8 record that this is Eric Deters, and I am  
9 representing myself in this matter, pro se. Josh  
10 Waters is here on behalf of the firm. I just want  
11 to state that on the record since I'm currently  
12 under suspension in the State of Ohio.

13 CROSS EXAMINATION

14 BY MR. DETERS:

15 Q Please state your name for the  
16 record.

17 A Alexander Michael Schoultheis.

18 Q And you are familiar, are you not,  
19 with the November 19, 2012, partnership agreement  
20 that we both signed, correct?

21 A Yes.

22 Q And I think this is Exhibit A to the  
23 complaint, and that is your signature on it,  
24 correct?

25 A That is correct.

1           Q     There is -- Paragraph 10 reads,  
2     "Alexander Schoultheis can't terminate the  
3     relationship and retain files assigned to him. The  
4     cases and files shall remain Eric C. Deters.  
5     Alexander Schoultheis shall not be entitled to his  
6     45 percent portion unless the case is completed  
7     while he's with Eric C. Deters and Partners, PSC.

8                     I want to focus on that last  
9     sentence. Alexander Schoultheis shall not be  
10    entitled to his 45 percent portion unless the case  
11    is completed while he's with Eric C. Deters and  
12    Partners, PSC. That is part of the agreement that  
13    we signed, correct?

14           A     That is correct. Actually, that is  
15    not the last sentence, however, though.

16           Q     I know it's not the last sentence of  
17    the paragraph. I'm saying that is contained in our  
18    term and termination, correct?

19           A     That is correct, yes.

20           Q     Where in this document, the  
21    Partnership Agreement, Exhibit A to the complaint,  
22    where it states that you're entitled to keep track  
23    of your time and be paid \$200 an hour?

24           A     Well, under the doctrine of quantum  
25    meruit under contract, if a benefit is conferred

1 upon one party, another benefit must be conferred  
2 upon the other. I mean, I completely agree that  
3 45 percent is not what I'm seeking here. I've  
4 stated time and time again that what I'm trying to  
5 basically get is any compensation from, essentially,  
6 March until June 6th, when the partnership agreement  
7 was terminated, for something on some of these cases  
8 that I worked. Because other than the J [REDACTED] C [REDACTED]  
9 check that I received this April, which was around  
10 \$1600, approximately, I never received a dime from  
11 March, that Whisner check, until June 7th. And I  
12 refused any partnership support checks, the  
13 \$15,000 -- I'm sorry, \$1,538 and I believe it was 45  
14 cents, the biweekly support checks that every other  
15 attorney was making, because I knew, especially with  
16 the Beckelhymer case, that there were cases coming  
17 down the line that would have basically made that  
18 up. My experience with the W [REDACTED] case that I had,  
19 there was basically about \$15,000 that I was  
20 entitled to. However, I took a few support checks  
21 from about January until that case settled in the  
22 middle of March.

23 And per our agreement, I mean, that  
24 case functioned exactly as it should have. I  
25 received a reduced amount based on the support

1 checks that I received from January until about  
2 mid-March, and then I received the remaining sum of  
3 that, as was dictated in Clause 10.

4 Now, I will also admit that I did  
5 draft a majority of this partnership agreement.  
6 However, per Eric's letter that was dated in July of  
7 last year, it's incorrect that I drafted the entire  
8 thing. Clause 10 was actually drafted by the  
9 defendant, Mr. Deters. I even have track changes on  
10 my emails here to show that Clause 10 was, indeed,  
11 drafted by him. And, you know, although I  
12 completely agree that I'm not entitled to the  
13 45 percent fee on these cases -- many of these cases  
14 were contingency cases and I completely understand  
15 that, if the case wasn't successful, I wasn't going  
16 to be entitled to the fees on those cases. That's  
17 something that I understand. I mean, the K [REDACTED]  
18 case alone, from what I could tell on the court  
19 docket, was dismissed, so that's not something I'm  
20 asking for. I'm asking for a pro rata percentage,  
21 hourly based, that we provide our clients when we  
22 were here, the 150 an hour. That 150 an hour rate  
23 was not something that I pulled out of the air.

24 On the T [REDACTED] H [REDACTED], T [REDACTED] B [REDACTED]  
25 case, it was a case involving something very similar

1 to this where Eric had worked on a case very  
2 diligently and the opposing counsel did not wish to  
3 reimburse Eric his fee. And so I assisted Eric on  
4 that case, and that's a case that I'm not even  
5 asking for in this case. I completely waived  
6 anything I worked on that case. And the court  
7 determined that Eric was entitled to a certain  
8 percentage. It wasn't the percentage that was  
9 agreed upon by the parties when they first sat down  
10 and Eric agreed to take the case; no, it was a lower  
11 percentage, a pro rata percentage of the case that  
12 the Probate Court, Magistrate Mark Combs, provided  
13 to Eric. And I didn't ask for a dime from that  
14 money, even though I worked with the opposing  
15 counsel and Eric on getting that case settled.

16 Q Did you research the law of quantum  
17 meruit applying to cases in Ohio where there's a  
18 contract?

19 A I defer that to my attorney, but I,  
20 under my attorney's understanding of how quantum  
21 meruit functions, that, if an attorney performs work  
22 on a case --

23 Q Under contract, the quantum -- are  
24 you familiar with any case law, you or your counsel,  
25 where quantum meruit trumps a contract?



1 A No, but quantum meruit does exist.

2 Q We all know it exists, but you admit  
3 that quantum meruit does not trump a contract.

4 A It does not --

5 Q So yes or no. Does this contract  
6 call for quantum meruit?

7 A I can't answer that because that's --

8 Q Well, do you see the word quantum  
9 meruit in here?

10 A I also understand that quantum meruit  
11 does exist.

12 Q Well, that's just saying the moon  
13 exists.

14 MR. MILLIGAN: Objection. Asked and  
15 answered.

16 BY MR. DETERS:

17 Q Where in here does it say you're  
18 entitled to \$150 an hour?

19 A It doesn't say that. You are exactly  
20 correct that it doesn't say that. However, we  
21 provide our clients with forms.

22 Q Prior to this lawsuit being filed by  
23 you or your counsel, did you check the dockets for  
24 these cases that are public record?

25 A I'm glad you mentioned that. When I

1 was discharged on June 6th or 7th, that Friday of  
2 last year, I went home --

3 MR. DETERS: Objection.

4 BY MR. DETERS:

5 Q Isn't it true you quit?

6 A No, I did not quit. I informed you  
7 that I was leaving. And so, if you'll allow me to  
8 explain, up on the fourth floor I met you in the  
9 hall, and I said, I am leaving for Chicago. And you  
10 said, oh, okay. I understand. I explained the  
11 instance, and you said, well, I'll let you work on  
12 these cases until you move. I know you're studying  
13 for the bar. And then you can leave. And I  
14 completely understood that.

15 So I left on that 6th with an  
16 understanding that I would continue to work on these  
17 cases until I would eventually leave.

18 Q But you were eventually going to  
19 leave.

20 A Yes, you are correct. Now, when I  
21 left on the 6th, I went home with an understanding  
22 of that. At 5:30 I received an email from Loretta  
23 on your behalf saying you now decided to terminate  
24 the contract and the partnership effective  
25 immediately. That was on Friday at 5:30.

1           Q     After you informed me you were going  
2     to be leaving for Chicago and moving to Chicago.

3           A     That is correct. However, that is  
4     also after you informed me that I would continue to  
5     work on these cases and be paid on them. So it was  
6     completely contrary to what you had said previously.  
7     Now --

8           Q     Is there anything written, addendum  
9     to this contract -- I am not -- I am not going to  
10    deny anything written in any email to you, okay?  
11    Emails are emails. Is there anything, addendum in  
12    writing to this contract, besides Exhibit A, these  
13    two pages, was there anything written up and added  
14    to this contract in writing?

15          A     I will say that, if you look at  
16    Term 4, the very first three words, "unless  
17    otherwise agreed." And under our emails that are  
18    exchanged after you discharged the partnership, you  
19    agreed to provide cases and, I quote, money will be  
20    coming to you on cases, end quote.

21                     And what is interesting is that you  
22    sent that email, and I replied with a June 7th email  
23    that said, thank you for -- you know, I had a great  
24    time working here. I had a great experience. I'll  
25    send you invoices because I know that I'm the one

1 that worked on these cases, and I have an  
2 understanding as to what the accounting is on these  
3 cases. I received no reply from you. So I did  
4 exactly that. I prepared the invoices. I sent them  
5 to you --

6 Q So you acknowledge that I did not say  
7 anything about preparing invoices.

8 A Correct, but you also --

9 Q I never agreed to invoices, did I?

10 A You agreed that money would be coming  
11 to me.

12 Q Okay. You know what a gratuitous  
13 statement is?

14 A Yes.

15 Q Okay. And isn't it true that there  
16 is no -- nothing, absolutely nothing, where we  
17 reached an agreement to \$150 an hour or we reached  
18 an agreement about you sending invoices?

19 A We reached an agreement that money  
20 would be coming to me.

21 Q Okay.

22 A And no money has ever come to me.

23 Q Sara Curry.

24 A Right.

25 Q You asked for \$5,000.

1 A Correct.

2 Q Isn't it true -- are you still asking  
3 for that?

4 A Yes.

5 Q On what basis?

6 A On the basis that it was a criminal  
7 case, and you can't have a contingency based on a  
8 criminal case.

9 Q Is there anywhere in this contract  
10 where I agreed to pay you for working on that  
11 criminal case?

12 A On that contract? I would say yes,  
13 because we agreed to split fees, and if I performed  
14 a criminal case that I wasn't doing for free, I  
15 would be entitled to a certain compensation on that.  
16 I mean, I wouldn't take a criminal case without  
17 receiving a dime on it. I spent numerous hours from  
18 arraignment until the plea deal.

19 Q Isn't it true it was the only police  
20 case that you were going to handle?

21 A No. I mean, in terms of police case,  
22 I also worked on another case that was assigned --  
23 and I can't remember the name but I'd have to look  
24 at it -- but it was a civil rights case involving --  
25 it was a federal case.

1           Q     Where can you produce in writing that  
2     you -- it was agreed that you were going to be paid  
3     for your criminal work on S [REDACTED] C [REDACTED]? Can you  
4     produce anything in writing?

5           MR. MILLIGAN: Objection.  
6     Mr. Deters, are you saying that he should have been  
7     doing this work for free? That you were going to  
8     get paid --

9           MR. DETERS: You can object as to  
10    form, Mr. Milligan, and only as to form. All other  
11    objections are preserved. So if you have an  
12    objection as to form, you can state your objection  
13    as to form. You don't get to coach your witness.

14          MR. MILLIGAN: Then I would ask you  
15    to rephrase the question.

16   BY MR. DETERS:

17          Q     Can you produce anything in writing  
18    that you were to be paid for your criminal work on  
19    Curry?

20          A     I cannot, because I have no access to  
21    the email when I was employed here. Now, as I was  
22    explaining, you discharged the partnership on the  
23    6th. On the 7th, I believe at 11:30 p.m., I lost  
24    any access to my email. So, therefore, I had no  
25    way, unless you count the 18-hour period that I had

1 access after you terminated the case, that I can  
2 show anything with regard, in writing, to that,  
3 because you were the controller of my very email.

4 I mean, the fact that we agreed in  
5 writing to all of these cases was asinine because no  
6 one -- I didn't take a case and then we execute a  
7 contract on that one case.

8 Q Isn't it true S [REDACTED] C [REDACTED], police case  
9 that you were working on, was a contingency fee  
10 case?

11 A No. The S [REDACTED] C [REDACTED] case that I was  
12 working on was the criminal felony assault against  
13 an officer case.

14 Q So you deny that you were going to be  
15 involved in the civil litigation of S [REDACTED] C [REDACTED] on a  
16 contingency case.

17 A I never received any -- I was never  
18 mentioned as counsel. There was talks of it, but  
19 I never --

20 Q So there were talks of it, you say.

21 A Right, but I was never compensated on  
22 anything on the criminal.

23 Q Well, was S [REDACTED] C [REDACTED] civil case  
24 resolved while you were still with the firm?

25 A Was S [REDACTED] C [REDACTED] civil case -- civil

1 case or criminal case?

2 Q Civil case.

3 A No.

4 Q All right. L [REDACTED] vs. P [REDACTED]

5 C [REDACTED]. Was it resolved before you left the  
6 firm?

7 A No.

8 Q By the way, you had -- you made the  
9 decision. You didn't have to move to Chicago.  
10 Isn't it true, you could have remained at this firm  
11 if you chose to? Your wife got a job in Chicago so  
12 you chose to go there, but isn't it true that, if  
13 you wanted to, you could have stayed here?

14 A Yes, I could have stayed here when my  
15 spouse got a job to Chicago and we could have split  
16 up. Yes.

17 Q S [REDACTED] P [REDACTED] versus K [REDACTED]. That case  
18 has been dismissed.

19 A Correct.

20 Q Do you think you're entitled to  
21 \$2,950?

22 A No, I just admitted from the  
23 beginning of this deposition that I'm not entitled  
24 to that case.

25 Q When you filed the lawsuit -- before



1 the lawsuit was filed --

2 A Correct.

3 Q -- did you know whether or not that  
4 was resolved?

5 A From what I could check on the  
6 limited case docket, it was not resolved yet.

7 Q J [REDACTED] R [REDACTED] versus D [REDACTED]. Was that  
8 case resolved before you left here?

9 A The case against D [REDACTED] was not  
10 resolved. The case against C [REDACTED] C [REDACTED]  
11 was resolved.

12 Q All right. And you think you're  
13 entitled to \$1,050.

14 A Correct.

15 Q B [REDACTED] S [REDACTED] versus D [REDACTED].

16 A Correct.

17 Q Was that resolved before you left  
18 here?

19 A That was not resolved before I left  
20 here.

21 Q C [REDACTED] P [REDACTED] versus D [REDACTED]. Was  
22 that resolved before you got here?

23 A That was -- before I got here?

24 Q Excuse me, after you left, was it  
25 resolved? Excuse me, while you were still here was

1 it resolved?

2 A On my -- on our termination date, I  
3 guess, of June 6th, it was not resolved.

4 Q Now, you pointed out, unless  
5 otherwise agreed in Number 4. Isn't it true -- and  
6 I got 20 witnesses to this -- isn't it true that the  
7 Durrani cases everybody knew was going to be on an  
8 honor system and it was not going to be fee splits  
9 45/55 on any Durrani case? Isn't that true?

10 A That is correct, yeah.

11 Q J [REDACTED] P [REDACTED] versus D [REDACTED]. Was that  
12 resolved while you were still here?

13 A Not to my knowledge, no.

14 Q And you still want \$800.

15 A Correct.

16 Q H [REDACTED]-T [REDACTED] versus D [REDACTED]. Was  
17 that resolved while you were here?

18 A No.

19 Q You still want \$3100.

20 A Actually, that case has left your  
21 firm, and I've talked to the plaintiffs in that  
22 case, and I've agreed not to take anything from that  
23 case.

24 Q Okay. J [REDACTED] M [REDACTED] versus D [REDACTED].  
25 Was that resolved while you were with the firm?

1 A No.

2 Q Russell Beck -- by the way, this  
3 contract says, on Paragraph 10, unless the case is  
4 completed. It says completed, correct?

5 A Let me pull it, please. What  
6 sentence is that? I'm sorry.

7 Q It's the second -- excuse me, the  
8 third sentence in Paragraph 10. Alex Schoultheis  
9 shall not be entitled to his 45 percent unless the  
10 case is completed.

11 A That's correct.

12 Q Now, you knew on R [REDACTED], S [REDACTED], P [REDACTED],  
13 P [REDACTED], H [REDACTED]-T [REDACTED] and M [REDACTED] that the contract  
14 called for this, but also says, unless otherwise  
15 agreed.

16 A Uh-huh.

17 Q On R [REDACTED] B [REDACTED] versus B [REDACTED]  
18 K [REDACTED], was that case completed while you were still  
19 with the firm?

20 A No, that was not completed while I  
21 was with the firm.

22 Q D [REDACTED] W [REDACTED] versus F [REDACTED]. Isn't  
23 it true that you received payment for that?

24 A That's absolutely correct, but if you  
25 look at the invoice, I only billed for the appeal

1     only. So I drafted the appeal and did all the work  
2     on the appeal. I didn't appear for the appeal.

3             Q     You know the appeal was lost. Do you  
4     still want the \$1800?

5             A     No, I don't.

6             Q     J [REDACTED] B [REDACTED], \$1,080. Was that  
7     resolved while you were with the firm?

8             A     No.

9             Q     We dropped that case. Do you still  
10    want the \$1,080?

11            A     If I have proof that you dropped it.  
12    I have received nothing. When we sent our request  
13    for production of documents, we didn't receive  
14    anything from you. So I'm only operating off of  
15    what I can see on the docket, so when we made our  
16    initial request for production of documents on any  
17    of these accountings or cases back in, I believe it  
18    was February, we've never received anything. So the  
19    questions that you're asking me, I'm going off of  
20    knowledge only based off the docket because I have  
21    not received any production of documents, or my  
22    attorney, on whether or not these cases were -- are  
23    dismissed or whether or not you received anything on  
24    them.

25            Q     You've not received what's called

1 Eric Deters Detailed Response to Exhibit C, where I  
2 explained every single case?

3 A I've not seen that, I don't believe.

4 Q So your counsel didn't provide that  
5 to you.

6 A The only thing I've seen, I've seen  
7 your writing in pencil to our interrogatories and  
8 responses. And then you also stated something to  
9 the effect, and maybe you can provide me with the  
10 document, that it was not relevant to the case.

11 Q Ginger Dietrich. Was that resolved  
12 before you left the firm?

13 A That case, actually, we had a  
14 settlement offer. So while the client had not  
15 accepted it yet, it was not officially resolved.  
16 But that case I had taken from beginning to end, and  
17 from my understanding from what I've heard, that  
18 case was shortly settled after I left.

19 Q So you would say that a settlement  
20 offer would be relevant.

21 A I would say a settlement offer, if  
22 the client is considering it, is relevant to the  
23 completion of that case, yes.

24 Q On B [REDACTED], isn't it true that I  
25 had an offer of \$238,000 before you ever touched the

1 file?

2 A That's true, and you rejected that  
3 offer.

4 Q Probate flat fees. Isn't it true  
5 that the agreement on probate fees was from  
6 beginning to end?

7 A I did not see that. I don't know  
8 where you refer to that agreement.

9 Q And isn't it true you were supposed  
10 to be paid when the case was over? It was going to  
11 be a \$2,000 flat fee.

12 A When the probate case was over, yes.

13 Q Are you aware that on M [REDACTED] we  
14 dropped the case?

15 A No, because, again, nothing has been  
16 provided to me regarding any accounting details or  
17 anything on any of these cases.

18 Q So you weren't told that on S [REDACTED]  
19 P [REDACTED], from the discovery, that the case was  
20 dismissed and we were paid no money.

21 A I was told that that case was  
22 dismissed. I said that in the beginning of this  
23 deposition, that I understood that that case was  
24 dismissed, and I saw that on the docket. But again,  
25 everything that I'm working off of is the Hamilton

1 County Court docket. I have nothing else to go off  
2 of.

3 Q Now, you referenced Paragraph 4,  
4 unless otherwise agreed, okay? So let's wrap this  
5 up. Isn't it true that on any contingency case that  
6 you worked on you were entitled to 45 percent of the  
7 portion if the case was completed while you were at  
8 the firm?

9 A That's true.

10 Q All right. And you say, on the  
11 probate cases, you acknowledge that there was going  
12 to be a flat fee when the case was over.

13 A Now, the one thing I want -- I know I  
14 can't ask a question, but when the case was over, my  
15 understanding of that was that when the probate case  
16 was concluded, not the attached case that went with  
17 it, because that would be a contingency fee on a  
18 probate case and I did not agree to that. My  
19 understanding, and this is based on prior when we  
20 had worked on the R [REDACTED] case, when we settled with  
21 C [REDACTED] C [REDACTED], I set up and worked with a  
22 Wisconsin attorney -- she actually did the setting  
23 up of a minor settlement and guardianship on that  
24 case for R [REDACTED] in Appleton, Wisconsin. And once that  
25 case was concluded, once the guardianship and the

1 moneys were paid, then I was paid \$2,000 on that.  
2 And so, therefore, that kind of set the par for the  
3 course on the probate case, that, once the probate  
4 was completed, I was paid \$2,000 on the cases.

5 And I even reference that in my  
6 letters to you. I state that I understand that  
7 these other probate cases weren't completed and I'll  
8 take half of what was agreed, because on some of  
9 these cases, three or four of the probate cases, I  
10 just waive entirely. I still haven't even brought  
11 them in this case. For the P [REDACTED] T [REDACTED] case,  
12 which we spent countless hours on, I mean, I  
13 understand that case was eventually dismissed by the  
14 firm, you know, and I understand that's the risks  
15 inherent with contingency fee work, but also  
16 understand that we couldn't even get the case  
17 completed probate-wise. I mean, there was no real  
18 interest in pursuing it.

19 So, I wasn't going to pursue  
20 something that I know that, because it's based on a  
21 contingency, that -- of the inherent risk that I  
22 wouldn't be paid on it. So...

23 Q All right.

24 MR. DETERS: It's all the questions I  
25 have. He might have some. I don't have any.



1 MR. WATERS: Yeah, just a few.

2 CROSS EXAMINATION

3 BY MR. WATERS:

4 Q Can you tell me if Charles Deters, if  
5 you've ever met Mr. Deters?

6 A Which -- Charles?

7 Q Charlie.

8 A I have not.

9 Q And was he associated with the firm  
10 when you were working with the firm?

11 A He was not.

12 Q Can you tell me quickly, you guys  
13 have requested to take the depositions of a few  
14 employees of the firm: Kim Moore, Loretta Little,  
15 Maria and Charles Holbrook. If you can quickly  
16 explain why that would be relevant to this case?

17 A Sure. Can you list the names again?  
18 That way I can go through each one, piece by piece.

19 Q Kim, Loretta, Maria and Chuck.

20 A Okay.

21 MR. MILLIGAN: I'm going to object to  
22 that. That's privileged. That's work product.  
23 That's attorney/client privilege that we have based  
24 on work product, on our strategy, to take those  
25 depositions. I'm going to object to that question

1 and ask you not to answer.

2 THE WITNESS: Okay.

3 A I'll just state that I will -- I  
4 would answer it, but, based on my attorney's advice,  
5 I won't.

6 Q Were you offered the opportunity to  
7 work on a salary basis with the firm?

8 A No, I was never offered an  
9 opportunity to work on a salary basis.

10 Q Do you know if -- you weren't offered  
11 that opportunity?

12 A I was not.

13 Q Do you know if there were other  
14 attorneys who worked for the firm that did earn a  
15 salary?

16 A Based on either what they told me or  
17 hearsay information that I heard from others, that  
18 they were on salary. But I never, you know, had any  
19 documentation or anything sent to me. I believe  
20 that Chris Roach was salary, but, again, I had  
21 nothing to confirm that, just based on hearsay  
22 statements from other people.

23 Q You billed originally at 150, I  
24 believe, the firm, with the invoices that you  
25 produced, and then you later raised it to 200; is

1     that correct?

2                   A     I believe that's correct, yes.

3                   Q     And you're aware that traditionally a  
4     firm will bill an attorney at a rate 150, 200, 250,  
5     \$300 an hour, but the attorney doesn't actually get  
6     that full amount. They earn a salary, typically.

7                   A     I understand that, yes.

8                   Q     And then you also understand that  
9     civil plaintiff's work is traditionally on a  
10    contingency basis, with the exception of, like,  
11    probate. There are obviously some exceptions.

12                  A     Correct. Criminal and probate cases,  
13    yes.

14                             MR. WATERS: Nothing further.

15                             MR. DETERS: I just have a few  
16    follow-up, based upon those questions.

17                                     RECROSS EXAMINATION

18    BY MR. DETERS:

19                   Q     I don't want to know what your lawyer  
20    said but isn't it true that the only person that you  
21    dealt with in this firm pertaining to your contract  
22    was me?

23                   A     Correct, you and I.

24                   Q     Okay. And the only person in my  
25    office that you're aware of that would handle

1 anything relative to money would be Maria.

2 A Correct, you and Maria.

3 Q Me and Maria. I'm just going to go  
4 ahead and say this on the record. I understand the  
5 need or the idea of taking the deposition of Maria.  
6 Isn't it true that Loretta, Brian Cable, Chuck made  
7 no decisions relative to this contract between you  
8 and I, nor did they have anything to do with  
9 managing money?

10 A With regard to money, no, but with  
11 regard to other circumstances: With regard to  
12 appointments; to reflect if the invoice and the  
13 dates that I say were correct. Loretta did a lot of  
14 appointments with regard to CMCs, and I'd get a text  
15 or email from either you or her late at night to  
16 show up on a case.

17 Now, with regard to Chuck, for  
18 example, when you discharged the partnership on the  
19 6th, you sent Chuck to my office, and you could take  
20 all the files from the office but Chuck also opened  
21 my desk that was my property and went through  
22 everything. And so he was also there on a number of  
23 cases that you and I were there with and can attest  
24 that, yes, I did appear on cases.

25 Q Isn't it true that you were handling

1 a couple of cases that were -- that came in while  
2 you were with my office and you billed them fees on  
3 your own behalf?

4 A I didn't bill them fees on my own  
5 behalf. I billed them on behalf of the firm. And  
6 they were cases that either you or Chuck sent me.

7 Q So you deny under oath that you sent  
8 bills under an Alex Schoultheis address.

9 A I sent it on behalf of our address,  
10 the 367 or whatever --

11 Q Under whose name?

12 A Under my name but under the firm's  
13 address.

14 Q And isn't it true you never once  
15 asked me or informed me that you had brought in a  
16 couple clients while you were working with me and  
17 you were working on it?

18 A No, that's incorrect. I actually  
19 made a note of this in one of my emails that I saved  
20 on my computer. There was a day in early January,  
21 and you were actually sitting on your couch in the  
22 office, and I remember because you were wearing  
23 Dallas Cowboys PJ bottoms. And I told you, I said,  
24 I have other cases, including one from my aunt that  
25 I had brought in. And I said, you know, this is a

1 case that I'm just doing for her, and, you know, I  
2 also have a couple other cases. And you said, you  
3 know, for cases that you bring in to the firm, we'll  
4 do it 55 you, 45 me, and I said absolutely. I  
5 understand that. And that's why, with regard to the  
6 partnership agreement, unless otherwise agreed, we  
7 had agreed to that.

8 Q While you worked here, did you bring  
9 any work in, that you billed, was paid for?

10 A That was paid for? No. I was never  
11 paid for anything.

12 MR. DETERS: I have no further  
13 questions.

14 MR. WATERS: If I can have a  
15 couple --

16 MR. MILLIGAN: Yeah, go ahead.

17 RECROSS EXAMINATION

18 BY MR. WATERS:

19 Q On the work that you did on your own,  
20 outside of the firm, did you ever use any of the  
21 firm -- any of the time that you -- did you ever use  
22 any of the firm's resources in order to complete  
23 that work? I'm talking about any supplies from the  
24 firm; do it on company time here in the office?

25 A No, I was pretty particular to do it

1     either after I had left -- when I got the Whisner  
2     check, I bought my own office stuff. I mean,  
3     everything that I had at my home. It was,  
4     basically, a home office that I set up. Because I  
5     knew, after he discharged the partnership, that I  
6     needed something before we moved. So, yeah, after I  
7     had left the partnership, I had a couple cases that  
8     I had gotten before we moved that I worked on, but I  
9     used funds that I got from working on the cases here  
10    to basically get paper -- I can provide invoices for  
11    all this stuff. Yeah, and I did that then. So  
12    nothing that was specifically on company time.

13                   I may have -- you know, there was one  
14    case that I had that I received a call here. He  
15    called me here rather than on my cell phone. And I  
16    was very particular for them to call me on my cell  
17    phone, but he called me once, and I can't think of  
18    who it was. It may have been Amy or someone who  
19    transferred the call. So maybe, you know, 10  
20    minutes, 15 minutes, but, again, that's not  
21    something that I intended, the client to just call  
22    at this office.

23                   MR. MILLIGAN: Okay. I have a few  
24    follow-up questions.

25                   THE WITNESS: Sure.

## CROSS EXAMINATION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BY MR. MILLIGAN:

Q Regarding the partnership agreement, does it say anywhere in there that you're entitled to no pay; do you believe?

A No.

Q Does it say that quantum meruit is specifically prohibited?

A No.

Q Does it say anything else other than 45 percent regarding fees?

A No.

Q Does it say, unless otherwise agreed?

A Correct.

Q You understood that when you told Mr. Deters that you were going to be leaving for Chicago and you guys had a conversation in the hall, I believe you said, your understanding was that you would continue to work there for a few weeks or a month or as long as it took you to study for the bar and --

A Right, yeah. I mean, I was under the impression, I mean, the bar exam was in July. And it was, I believe, the first week in June. Perhaps, actually, may have even been that last week in May.



1 And so I understood that maybe two to three weeks  
2 just to finish up cases, to wrap them up, because,  
3 really, if you're going to leave a firm suddenly,  
4 you need at least a week or two to just, one, let  
5 all the clients know that you're leaving; and, two,  
6 make sure the files, or at least with a memo -- and  
7 this was actually kind of nice. I took over for  
8 John Helbling, and John had a memo on some of the  
9 cases that was really beneficial to me to kind of  
10 transition over. And what's unfortunate was this  
11 was such a sudden departure, I mean, from the  
12 discharge of the partnership to me losing email and  
13 then me walking in on Monday with all of my desk  
14 drawers open and not a file in my office. One, to  
15 contact clients was basically nonexistent; and, two,  
16 to do any transfer memo or anything to any other  
17 attorney was impossible. So, you know, and that's  
18 why it made calculating my time and everything else  
19 pretty difficult.

20 Q Okay. Was it your understanding that  
21 emails could modify the purchase agreement?

22 A Yes -- the partnership agreement.

23 Q I'm sorry, the partnership. In other  
24 words, unless otherwise agreed?

25 A Correct.

1 Q That these emails were sent either  
2 from Mr. Deters' accounts or from his secretary's  
3 account?

4 A True.

5 Q That was he was the undersigned?

6 A Correct.

7 Q Is \$150 a reasonable calculation for  
8 quantum meruit?

9 A I believe it is, yes.

10 Q Is \$200 a reasonable calculation?

11 A Yes.

12 Q The H[REDACTED]-T[REDACTED] case, I believe you  
13 stated that you would not be seeking compensation on  
14 that case because they left the firm?

15 A Correct.

16 Q To clarify, is that assuming that the  
17 lien that Mr. Deters filed on that case is not  
18 honored?

19 A Yes. I mean, mostly -- the  
20 Herrin-Threm case is a bit complex. The plaintiffs  
21 are actually personal friends of my family and so I  
22 had known them before even working here. So they  
23 have contacted me since leaving Mr. Deters firm,  
24 and, you know, that case to me, it's not worth, you  
25 know -- if it's not worth pursuing it and if the

1     lien isn't successful, I wouldn't pursue that case.

2                   Q     Okay.  So if the lien isn't  
3     successful, you won't pursue that.

4                   A     No.

5                   MR. MILLIGAN:  No further questions.

6                   MR. DETERS:  We went out of order,  
7     so we're entitled to -- I don't know why we did  
8     that, but I just have a few questions to follow,  
9     basically --

10                  MR. MILLIGAN:  How did we got out of  
11     order?

12                  MR. DETERS:  We both went twice  
13     before you went.  We should have let you go first.

14                  MR. MILLIGAN:  That's fine.  Not a  
15     problem.

16                                   FURTHER CROSS

17     BY MR. DETERS:

18                  Q     Okay.  My question that I had was is  
19     that it says here, under Paragraph 10, either party  
20     can terminate the relationship any time.  That's  
21     what that says, correct?

22                  A     Correct.

23                  Q     And it also says that -- it says Eric  
24     Deters agrees not to terminate the relationship  
25     simply to avoid the fee split.  That's what it says,

1 correct?

2 A Correct.

3 Q So isn't it true, the same day that  
4 you told me you were leaving for Chicago and I  
5 changed my mind about you sticking around and saying  
6 I just want to go ahead and part company, that,  
7 under the contract, that was a legitimate,  
8 authorized termination of our relationship?

9 A Under the contract, yes, but it's  
10 probably not good attorney practice.

11 Q Okay. Now I've got to ask you this:  
12 Isn't it true then that, based upon Paragraph 10,  
13 whatever files, cases and files, that were completed  
14 at the time of the termination, regardless if you're  
15 quitting or me discharging you, you're entitled to  
16 under this contract; 45 percent -- contingency  
17 cases.

18 A The 45 percent less -- the one thing  
19 that's not been stated here is, again, the sentences  
20 after the 45 percent. The 45 percent less the  
21 support checks. So it wasn't that I received -- in  
22 fact, to my knowledge, I never received 45 percent  
23 on a single case, fully 45 percent. It was always  
24 less the support check.

25 Q How much did you receive on Whisner?

1           A     I don't have the approximate amount  
2     but after that it was probably 8,000. Eight to  
3     nine.

4           Q     So 8,000 would cover, would it not,  
5     two months' of support checks?

6           A     And it did, yeah.

7           Q     Okay. Now, the other question that  
8     came to me is that, as it relates to the firm, isn't  
9     it true that everybody at the office worked on  
10    incidental issues and cases, like covering things,  
11    doing things, and it was an understanding that  
12    you're not getting paid for that? In other words,  
13    if you covered a motion for another lawyer in the  
14    office, you didn't expect to be paid for that.

15          A     It really depended on the  
16    circumstance, because sometimes we would be assigned  
17    to cases. You know, we'd get an email or something  
18    the night before and we'd show up for the case,  
19    sometimes without the file. And after we came back  
20    to this office, then it was kind of an understanding  
21    of, hey, now that you're familiar with this case, do  
22    you want the case?

23                   Now, there were also -- for example,  
24    the Perry case, which was out in Clermont County. I  
25    had did a coverage for that case arguing a motion

1 for defense and was able to get it to a mediation,  
2 and that was a case that I initially had just helped  
3 out on but then you agreed to split the case fee  
4 with me and another attorney. So it's kind of a  
5 blurred line sometimes, I mean, because sometimes  
6 the cases you do more work than just, for example,  
7 you know, doing a second draft of some motion or  
8 something like that. I mean, there is numerous  
9 cases, the Beckelhymer case, where I completed the  
10 entire discovery on that. I wouldn't call that an  
11 incidental work on that case. That case was  
12 assigned to me. And the other interesting aspect of  
13 this is there were some cases where the files were  
14 physically in my office, and I'd work on them  
15 sometimes, but other attorneys, like Jessie and I,  
16 would also work on the cases. And it was never  
17 clear -- I mean, we always kept being told, time and  
18 time again, you'll have money coming in on cases,  
19 and then in quotes (gesturing), I'll be good to you.  
20 And, you know --

21 Q Well, you left, didn't you.

22 A Yes, the partnership was terminated.

23 Q All right.

24 MR. DETERS: That's all I got.

25 MR. MILLIGAN: No further questions.

1 MR. SANDY: Time is 10:37 a.m. This  
2 concludes the deposition.

3 (Deposition concluded at 10:37 a.m.)

4 (Signature Waived) \_\_\_\_\_

ALEXANDER SCHOULTHEIS

5 - - -

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

## C E R T I F I C A T E

1  
2 STATE OF OHIO :  
: ss

3 COUNTY OF MONTGOMERY :

4 I, Darlene M. Anthony, the undersigned, a  
5 duly qualified notary public within and for the State  
6 of Ohio, do hereby certify that ALEXANDER SCHOULTHEIS  
7 was by me first duly sworn to depose the truth, the  
8 whole truth, and nothing but the truth; that the  
9 foregoing is the deposition given at said time and  
10 place by said witness; that said deposition was taken  
11 pursuant to stipulations hereinbefore set forth; that  
12 said deposition was taken by me in stenotype and  
13 transcribed by means of computer under my supervision;  
14 that examination thereof and signature thereto was  
15 expressly waived, that I am neither a relative of any  
16 of the parties nor any of their counsel and have no  
17 interest in the result of this action.

18 IN WITNESS WHEREOF I have hereunto set my  
19 hand and affixed my seal of office on the 25th day of  
20 July, 2014.

21 /s/ Darlene Anthony\_\_\_\_\_  
Darlene Anthony  
22 Notary Public State of Ohio  
Commission Expires 5/10/16

23 - - -

24

25



# ERIC C. DETERS & PARTNERS, P.S.C.

Attorneys Licensed in  
Kentucky, Ohio, Indiana and Florida

Eric C. Deters  
Robert N. Trainor  
Ron Rigg  
Mark C. Eppley  
Robert L. Raper  
Edward A. Clark  
Stephanie L. Collins  
Christopher D. Roach

Brian M. Cable  
Jesse A. Shore  
Alexander M. Schoultheis  
Barrett G. Freeman  
Ian J. Stegmaier  
Sarah A. Kuntz  
Jennifer A. Coy

Chuck Holbrook (Investigator)  
Chad Fuller (Investigator)  
Kim Moore (Nurse)  
Doug Hunter (Worker's Comp Paralegal)  
Josh Robinson (Litigation Paralegal)  
Alexa Kavanaugh (Paralegal)

Reply To:

July 1, 2013

Alex Schoultheis  
5667 Jenkins Road  
Okeana, OH 45053

RE: Your Letter

Dear Alex:

This is in response to your letter.

First, I never agreed to pay you \$150 an hour on any case. Any. You have no legal basis to send me a bill for \$27,807.50 at \$150/hour.

Second, the wage support checks were supposed to be when you didn't receive a payment and were not on target to make \$40,000. You were. You are right, you never asked for any and our calculations based upon Whisner, you aren't entitled to any. Paragraph eleven of our agreement states "until such time he gets going." You got going.

*In reply* [ You chose to leave. I couldn't have someone working in the office who had already decided to leave and planning a move and studying for the Illinois Bar.

You wanted a written agreement. You drafted it. I made a few changes. Under paragraph ten, you are not entitled to any fees.

There is then the issue of your doing legal work on cases unknown to us, being paid personally on them and sending out bills to pay you. I'm ignoring that issue because you're leaving and moving on.

I was shocked to receive your letter.

I wish you all the best.

Sincerely,

  
Eric C. Deters

ECD/sj

5247 Madison Pike  
Independence, KY 41051  
859.363.1900 • Fax: 859.363.1444  
1.866.960.HURT  
eric@ericdeters.com



19 Broadcast Plaza  
635 West 7th Street, Suite 401  
Cincinnati, OH 45203  
513.729.1999 • Fax: 513.381.4084  
www.ericdeters.com



Office Account:

12/14/12	\$1,560.00
1/14/13	\$1,538.46
1/18/13	\$1,538.46

W[REDACTED] Share - Not Disbursed:

\$14,985.00

Per Paragraph #11 of Partnership Agreement:

	\$14,985.00
-	<u>4,636.92</u> (amounts listed above)
	\$10,348.08

Any questions, please talk with Eric.



Office Account:

12/14/12	\$1,560.00
1/14/13	\$1,538.46
1/18/13	\$1,538.46

— \$4,636.92

Eserow Account:

1/24/13	\$2,000 (J [REDACTED] R [REDACTED])
2/5/13	\$1,666.65 (C [REDACTED] C [REDACTED])
2/6/13	\$350.00 (J [REDACTED] B [REDACTED])
3/5/13	\$4,000 (C [REDACTED] A [REDACTED])

\$9,000

W [REDACTED] Share - Not Disbursed:

\$14,985.00

Don't know if you wrote any personal checks to him.



ERIC C. DETERS & PARTNERS  
ESCROW ACCOUNT  
5247 MADISON PIKE  
INDEPENDENCE, KY 41051  
PH. 859-363-1900

9205

EZShield™ Check Fraud  
Protection for Business  
73-216-421

DATE 2-6-13

PAY  
TO THE  
ORDER OF

Alex Schoultz

\$350.00

Three hundred fifty and 00/100

DOLLARS

Security Features  
Included  
Details on Back



**Heritage**  
BANK

FOR

J. B. [REDACTED]

Maria D. [REDACTED]

⑈009205⑈ ⑈042102160⑈

0063792⑈



ERIC C. DETERS & PARTNERS  
ESCROW ACCOUNT  
5247 MADISON PIKE  
INDEPENDENCE, KY 41051  
PH. 859-363-1900

9190

® EZShield™ Check Fraud  
Protection for Business  
73-216-421


DATE 1-24-13

PAY  
TO THE  
ORDER OF

Alex Schoultheis

\$ 2,000.00

Two thousand & 00/100

DOLLARS  Security Features  
Included  
Details on Back



**Heritage**  
BANK

FOR

J. R.

Maria Deller MP

⑈009140⑈ ⑈042102160⑈

0063792⑈

ERIC C. DETERS & PARTNERS  
ESCROW ACCOUNT  
5247 MADISON PIKE  
INDEPENDENCE, KY 41051  
PH. 859-363-1900

9199

ETN EZShield™ Check Fraud  
Protection for Business  
73-216-421

PAY  
TO THE  
ORDER OF

DATE 2-5-13

Alex Schoultz

One thousand six hundred sixty six & 65/100 \$ 1,666.65  
DOLLARS



**Heritage**  
BANK

FOR

[Redacted]

Maria Dallas

⑈009499⑈ ⑆042102160⑆

0063792⑈

Alex:

5/29/13

\$1,116.98 (B[REDACTED] C[REDACTED] - entire fee)

**Office Account:**

12/14/12	\$1,560.00
1/14/13	\$1,538.46
1/18/13	\$1,538.46

**W██████ Share - Not Disbursed:**

\$14,985.00

Per Paragraph #11 of Partnership Agreement:

	\$14,985.00
-	<u>4,636.92</u> (amounts listed above)
	\$10,348.08

Any questions, please talk with Eric.





ERIC C. DETERS & PARTNERS  
ESCROW ACCOUNT  
5247 MADISON PIKE  
INDEPENDENCE, KY 41051  
PH. 859-363-1900

9205

EZShield™ Check Fraud  
Protection for Business  
73-216-421

DATE 2-6-13

PAY  
TO THE  
ORDER OF

Alex Schoultz

\$ 350.00

Three hundred fifty and 10/100

DOLLARS



Security Features  
Include  
Check on Back



**Heritage**  
BANK

FOR

J. [REDACTED] B. [REDACTED]

Maria DeLeon

⑈009205⑈ ⑈042102160⑈

0063792⑈



ERIC C. DETERS & PARTNERS  
ESCROW ACCOUNT  
5247 MADISON PIKE  
INDEPENDENCE, KY 41051  
PH. 859-363-1900

9190

EFT® Check Fraud  
Protection for Business  
73-216-421

DATE 1-24-13

PAY  
TO THE  
ORDER OF

Alex Schoultheis

\$ 2,000.00

Two thousand + 00/100

DOLLARS



Security Features  
Included.  
Details on Back.



**Heritage**  
BANK

FOR

J. [redacted] R. [redacted]

Mary Deller

⑈009140⑈ ⑆042102160⑆

0063792⑈

ERIC C. DETERS & PARTNERS  
ESCROW ACCOUNT  
5247 MADISON PIKE  
INDEPENDENCE, KY 41051  
PH. 859-363-1900

9199

ETZ® Check Fraud  
Protection for Business  
73-216-421

DATE 2-5-13

PAY  
TO THE  
ORDER OF

Alex Schoultz

One thousand six hundred sixty six & 65/100 \$ 1,666.65  
DOLLARS



**Heritage**  
BANK

FOR

C. [REDACTED]

Maria Dallas

⑈009499⑈ ⑆042102160⑆

0063792⑈

Alex:

5/29/13      \$1,116.98 (B [REDACTED] C [REDACTED] - entire fee)

**Office Account:**

12/14/12	\$1,560.00
1/14/13	\$1,538.46
1/18/13	\$1,538.46

**W [REDACTED] Share - Not Disbursed:**

\$14,985.00

Per Paragraph #11 of Partnership Agreement:

	\$14,985.00
-	<u>4,636.92</u> (amounts listed above)
	\$10,348.08

Any questions, please talk with Eric.

# SETTLEMENT STATEMENT

B [REDACTED] v. T [REDACTED] C [REDACTED]

Received from B [REDACTED] I [REDACTED] \$320,000.00

Less Attorney's Fee	\$105,600.00
Less Expenses	3,708.00
Less Med Pay Lien	2,000.00
Less Steplenton Dugan Lien	1,040.00
Less NovaCare Lien	780.00
Total Fee, Expenses & Liens	<u>113,128.00</u>

*[Handwritten: \$1,820]*

AMOUNT PAYABLE TO CLIENT \$206,872.00

We acknowledge that the above settlement statement has been fully explained to us and we accept the disbursements as outlined.

*[Signature]*  
R [REDACTED] B [REDACTED]

11-07-2013  
Date

*[Signature]*  
S [REDACTED] B [REDACTED]

11-7-13  
Date

Q:\MD\SETTLE\Beckelhymer, Russel.wpd

# SETTLEMENT STATEMENT

W [REDACTED] vs. F [REDACTED] I [REDACTED]

Received from F [REDACTED] I [REDACTED] \$100,000.00

Less Attorney's Fee \$33,300.00

Less Expenses 1,808.00

Less Kettering Medical Center 7,346.00

Less OhioHealth Corporation 4,371.45

Less Insurance Lien 13,750.00

Total Fee, Expenses & Liens - 60,575.45

**AMOUNT PAYABLE TO CLIENT**

**\$ 39,424.55**

I acknowledge that the above settlement statement has been fully explained to me and I accept the disbursements as outlined.

\_\_\_\_\_  
D [REDACTED] W [REDACTED]

\_\_\_\_\_  
Date

# SETTLEMENT STATEMENT

B [REDACTED] v. A [REDACTED] S [REDACTED]

Received from L [REDACTED] M [REDACTED] I [REDACTED] \$5,000.00

Less Attorney's Fee \$1,665.00

Less Expenses 177.36

Less Money to G [REDACTED] 1,223.90

Total Fee & Expenses - 3,066.26

AMOUNT PAYABLE TO BATAVIA NATIONAL BANK \$1,932.74

I acknowledge that the above settlement statement has been fully explained to me and I accept the disbursements as outlined.

G [REDACTED] D [REDACTED] for Minor  
S [REDACTED] B [REDACTED]

Date

I believe ~~GTA~~ Barrett set up  
the Guardianship



# SETTLEMENT STATEMENT

R [REDACTED] C [REDACTED] ESTATE

Received from S [REDACTED] A [REDACTED] I [REDACTED] \$62,500.00

Less Attorney's Fee \$20,833.00

Less Expenses 852.50

Total Fee & Expenses - 21,685.50

AMOUNT PAYABLE TO ESTATE \$40,814.50

\$40,814.50 ÷ 5 = \$8,162.90 to:

V [REDACTED] C [REDACTED]

J [REDACTED] C [REDACTED]

T [REDACTED] D [REDACTED] C [REDACTED]

Y [REDACTED] M [REDACTED]

D [REDACTED] C [REDACTED]

# ERIC C. DETERS & PARTNERS, P.S.C.

Attorneys Licensed in  
Kentucky, Ohio, Indiana and Florida

Eric C. Deters  
Dennis C. Alerding, Jr.  
Phillip F. Cameron  
Andrew W. Green  
Benjamin M. Maraan II  
Mark C. Eppley  
Edward A. Clark  
Larisa I. Schneider  
James Y. Moore

Stephanie L. Collins  
Marielle V. Peck  
Crystal D. Pomer  
Christopher D. Roach  
Brian M. Cable  
Jesse A. Shore  
Alexander M. Schoultheis

Doug Hunter (Worker's Comp Paralegal)

## FORGY'S OFFICE:

Lawrence B. Forgy, Jr.  
John L. Forgy  
Cheryl A. Harrison  
John S. Harrison  
Joshua M. Robinson  
(Litigation Paralegal)

### Reply To:

Alexander M. Schoultheis, Esq.  
December 20, 2012

From: Alexander M. Schoultheis, Esq.  
Eric C Deters, Esq.  
635 West 7<sup>th</sup> Street  
Cincinnati, OH 45203

To, J. D. and J. R.

Dear Mr. & Ms. R.

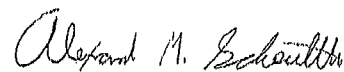
Please see the proposed settlement distribution releasing C. C. H. from J. D. J. R. v. A. A. D., M.D. et. al, Court of Common Pleas, Hamilton County, Ohio, Case No. A1108652. The proposed amounts are as follows:

C. C. H. S.

Total Settlement Amount: \$125,000.00

- Attorney Fees (40% Contingency): \$50,000.00
  - Exhibit A – Contingency Contract
- Attorney Expenses: \$5,833.09
  - Exhibit B – Fee Breakdown
- Attorney Expenses (Future Costs): \$10,000.00
- Guardianship Fee (Including GAL Fee): \$2,000.00
- Allocation to J. and D. R. \$20,000.00
- Allocation to J. R.: \$37,166.91

Sincerely,



Alexander M. Schoultheis, Esq.



5247 Madison Pike  
Independence, KY 41051  
859.363.1900 • Fax: 859.363.1444  
1.866.960.HURT  
eric@ericdeters.com

19 Broadcast Plaza  
635 West 7th Street, Suite 401  
Cincinnati, OH 45203  
513.729.1999 • Fax: 513.381.4084  
www.ericdeters.com

\*L. Forgy & Associates, PLLC  
83C. Michael Davenport Blvd.  
P.O. Box 4292  
Frankfort, KY 40601  
502.227.3155 • Fax: 502.227.3159

Exhibit B

Eric Defers & Partners, P.S.C.

**Case Expenses: J [REDACTED] R [REDACTED]**

Date	Description	Check/Amount
12/22/2012	Children's Hospital Radiology	\$ 69.18
3/23/2011	Children's Hospital Radiology	\$ 130.00
3/28/2011	Colleen Macenman - Review of Records	\$ 500.00
9/8/2011	Children's Hospital Radiology	\$ 305.10
8/12/2011	Hamilton County Court of Common Pleas	\$ 595.00
10/26/2011	Federal express	\$ 25.67
12/22/2011	Dr. Wilkey - Expert Review	\$ 1,000.00
8/14/2012	Dr. Robert Pashman - Expert Review	\$ 2,000.00
10/4/2012	Children's Hospital Records	\$ 458.14
11/6/2012	Mike Zimmerman - Video of Dr. Durrani	\$ 750.00
	<b>Total</b>	<b>\$ 5,833.09</b>

Inventory List

12/20/2012

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ALEXANDER SCHOULTHEIS : Case No. A1307561  
:   
Plaintiff : (Judge Jody Luebbers)  
v. :   
:   
ERIC C. DETERS, et al : AFFIDAVIT OF MICHAEL F. LYON, ESQ.  
:   
Defendant :

---

STATE OF OHIO :  
: SS:  
COUNTY OF HAMILTON :

I, Michael F. Lyon, Esq., after having been duly cautioned and sworn, depose and state:

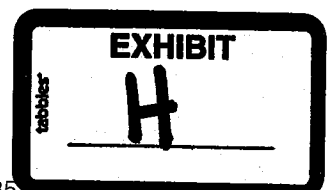
1. I am attorney licensed to practice in the State of Ohio since 1975 and am presently in good standing with the Ohio Supreme Court;

2. My Curriculum Vitae, which chronicles my background, education and experience is attached hereto and incorporated by reference as Exhibit "A";

3. My practice primarily consists of trial work in the area of medical malpractice; however, as is reflected in my Curriculum Vitae, I have actively participated in estate matters, criminal cases and contingent cases, in personal injury plaintiffs' work, products liability and plaintiffs' medical malpractice prior to joining Lindhorst & Dreidame;

4. It is my professional opinion and experience, based on a matter of reasonable certainty that the rate of \$200 in the Cincinnati market is fair, reasonable and reflects the lower end of the hourly fee relative to estate matters, criminal cases, and contingent fee personal injury cases;

5. I had the opportunity to work with Mr. Schoultheis and it is my professional opinion that Mr. Schoultheis conducted himself with optimal professional courtesy and respect and demonstrated a high level of competence in the matters with which we were engaged as adversaries.

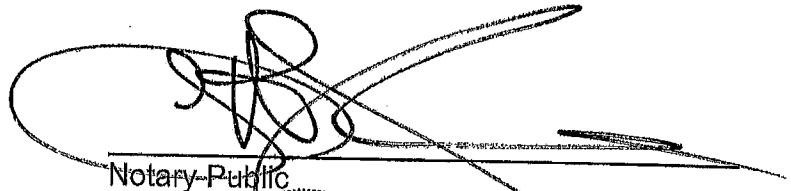


FURTHER, AFFIANT SAYETH NAUGHT.



Michael F. Lyon, Esq. (0006749)  
Lindhorst & Dreidame Co., L.P.A.  
312 Walnut Street, Suite 3100  
Cincinnati, OH 45202  
513-421-6630 Phone  
513-421-0212 Fax  
[mlyon@lindhorstlaw.com](mailto:mlyon@lindhorstlaw.com)

SWORN to and SUBSCRIBED before me by Michael F. Lyon, Esq. this  
25th day of August, 2014.

  
Notary Public

LAURIE MCCLUSKEY  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.