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July 1, 2008

VIA CERTIFIED/RETURN RECEIPT

Austin Leedom
1521 Fifth Street
Portsmouth, Ohio 45662

Dear Mr. Leedom:

I note that you continue to run the old story about the 69-year-old widow who you report I defrauded. For your information, I enclose the letter sent by the Disciplinary Counsel exonerating me. I am requesting that you print a retraction on or before July 15, 2008. In addition, I am requesting you immediately pull the article and cease and desist from further reference to the Lyons matter.

If you choose not to honor this request, I will apply to the Court for compensation. It is my hope this matter may be resolved without litigation.

Very truly yours,



Michael H. Mearan

MHM:caw

Disciplinary Counsel

THE SUPREME COURT OF OHIO

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May 15, 2007

PERSONAL AND CONFIDENTIAL

Timothy S. Lyons
1555 Dogwood Ridge Road
Wheelersburg, OH 45694

Re: Michael Mearan, Esq.
File No. A7-0375

Dear Mr. Lyons:

After investigation of your grievance, we have determined that further disciplinary action is not warranted.

The authority of this office is limited to investigating alleged violations of the Code of Professional Responsibility and the Ohio Rules of Professional Conduct. Please be assured that each and every grievance received by this office is treated with the utmost respect and concern. The grievance that you filed against Attorney Michael Mearan was no exception to our policy. Pursuant to the Supreme Court Rules for the Government of the Bar of Ohio, we have reviewed your grievance.

During our investigation, we considered the information you provided this office. We also considered information, Attorney Mearan submitted in response and interviewed Mr. Joe Lester and Mr. Leonard Smith of the Sacred Mission Church. The following summarizes the relevant facts in this matter.

Attorney Mearan represented you in a child-support modification case in Scioto County, Ohio. In December 2005, you were held in contempt of the court for failure to make your child-support payments and you were ordered to pay \$3,000 by December 22, 2005, or face sixty days in jail. The next hearing was scheduled for February 9, 2006. But on February 9, 2006, you did not have the \$3,000, you were ordered to pay. So Attorney Mearan telephoned a former business partner, Joe Lester, to secure you a loan for the amount due. Mr. Lester stated that he was reluctant to make the loan and only did so due to Attorney Mearan's persistence. You spoke with Mr. Lester who

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agreed to give you \$5,700 in exchange for your house. Portions of the \$5,700 were intended to pay your \$3,000 child-support obligation and your attorney's fees to Attorney Mearan. Attorney Mearan prepared a document conveying your and your mother's house to Mr. Lester for \$5,700. Although the agreement immediately conveyed ownership to Mr. Lester, the intent was that you would repay the \$5,700 and get the house back. So the agreement included a provision allowing you and your mother to repurchase the house for \$5,700 on or before August 15, 2006, at 12:00 PM. You allege that you were pressured into signing the document. But according to Mr. Lester, you agreed to the loan terms after he explained to you the possibility of losing your house. Nonetheless, you accepted the \$5,700, made the \$3,000 child-support payment, and avoided jail time.

Later, you and your mother were unable to repay the \$5,700 to repurchase the house. However, it seems that your inability to repay the \$5,700 was avoidable. According to Attorney Mearan you intended to repay the \$5,700 by selling a separate strip of land to the Sacred Mission Church for \$5,700. The church was prepared to purchase your land for \$5,700, but before the closing date, you decided not to sell it. We spoke with Mr. Smith of the Sacred Mission Church who confirmed Attorney Mearan's account.

You allege that after your default, Attorney Mearan began making harassing telephone calls to both you and your mother. While we do not doubt that you felt harassed, the fact remains that you still owe Attorney Mearan for his legal services. And Attorney Mearan may attempt to contact you to satisfy your debt.

You further allege that on October 3, 2006, Attorney Mearan without consent entered the house conveyed to Mr. Lester while your mother was there alone. Attorney Mearan admits that your mother reported him to the police. But the charges were rejected. You also claim that during that October 3, 2006 visit, Attorney Mearan tried to intimidate your mother into signing another document. You do not identify the document, but you allege that on December 22, 2006, Attorney Mearan filed a "forged" warranty deed on the house conveyed to Mr. Lester with the Scioto County Recorder. We agree that forgery constitutes misrepresentation in violation of the disciplinary rules. But a disciplinary violation must be proven by clear and convincing evidence and your unsupported allegation of forgery is insufficient. Also, you had conveyed the property to Mr. Lester when you signed the agreement. So the filing of the warranty deed merely confirmed the transfer to which you already agreed.

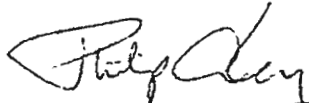
In sum, we find that you owed several debts, including fees to Attorney Mearan. Attorney Mearan facilitated a \$5,700 payment to you from Mr. Lester for your house.

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You received the option to repurchase your house for \$5,700. You knowingly accepted the terms of the agreement and received \$5,700. You then did not repurchase your house for \$5,700 largely due to your decision not to sell a strip of land to the Sacred Mission Church. So a warranty deed was filed recording the property transfer that had already occurred. And you still have not paid your debt to Attorney Mearan who has requested repayment. Based on these facts, we do not find that Attorney Mearan's conduct violated a disciplinary rule.

As previously set forth, in accordance with our authority, the disposition of your grievance is limited solely to the question of whether Attorney Michael Mearan may have committed a violation of the Code of Professional Responsibility. Although it was a disastrous decision for Attorney Mearan to encourage Mr. Lester to contract with you, our investigation disclosed no ethical violations or improprieties in Attorney Michael Mearan's representation; accordingly, your grievance is dismissed and our file on this matter is closed.

Sincerely,



Philip A. King
Assistant Disciplinary Counsel

PAK:cm

cc: Michael Mearan, Esq.