

2024-2025 BOARD OF DIRECTORS

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UPCOMING EVENTS

December 10, 2024
Annual Holiday Luncheon and Silent Auction
12:00 p.m. – 1:30 p.m.
@ The Boat House

February 18, 2025
Membership Luncheon
12:00 p.m. – 1:30 p.m.
@ The Boat House

May 13, 2025
Annual Membership Luncheon
12:00 p.m. – 1:30 p.m.
@ The Boat House

COAJ Mission

To promote justice for individuals in all local, state, and federal courts; to support our membership; to assist the legal community; to improve the judicial system; and to serve the citizens of Central Ohio.

L.E.S. 2024-Ohio-165

In January 2024, the First District Court of Appeals held that the same-sex consenting partner of a woman subject to nonspousal artificial insemination should be recognized as a “legal parent” where it has been established that the parties would have been married at the time of the child’s conception but for Ohio’s unconstitutional ban on same-sex marriage.

In the case at hand, a same-sex couple was not married at the time their children were born, but they had held a civil commitment ceremony. Marriage between same sex couples was not legal at the time of their commitment ceremony or at the time of the children’s conceptions and subsequent births. No litmus test was established for determining the “but for” question (i.e., whether parties would have been married but for the unconstitutional ban) but found “any number of factors may ultimately be relevant” to determining credibility and whether they would have been married. The COA also cautioned trial courts to “proceed with caution,” because the court should not impose marriage on a party who would not have mutually assented.

BOARD OPINION 2024-04

Issued June 7, 2024

Fee Mediation or Arbitration Between Departed Lawyer and Former Law Firm

SYLLABUS: The mandatory fee mediation or arbitration for lawyer fee disputes set forth in Prof.Cond.R. 1.5(f) applies only to fee disputes arising between lawyers who are not in the same firm at the outset of the representation of a client and who enter into a fee agreement to divide fees pursuant to Prof.Cond.R. 1.5(e).

Fee disputes between a lawyer who has departed the firm and the lawyer’s former firm are not governed by the mandatory fee arbitration or mediation process in Prof.Cond.R. 1.5(f).

OHIO CASE NO. 2024-Ohio-938

Zinsmeister v Gillen-Zinsmeister

In *Zinsmeister v Gillen-Zinsmeister*, 2024-Ohio-938, the 10th District Court of Appeals held that an order to sell the marital residence during the pendency of the divorce is a final appealable order, even if the divorce is not finalized yet. Because the owners would be unable to regain possession of the property if it was sold prior to appellate review, it affects a substantial right.

In *Zinsmeister*, only the Husband continued to reside in the home. Further, due to unemployment, he was withdrawing large amounts of money from his retirement to satisfy the mortgage. The Judge found that Husband failed to present evidence demonstrating he could maintain the residence or buy out Wife’s share of the equity, therefore she ordered the house sold and the proceeds held in escrow. The Appellate Court agreed that was an equitable result and upheld the decision.

BOARD OPINION 2024-04

Issued April 5, 2024

Propriety of Fee Agreement Permitting Conversion from an Hourly Rate to a Contingent Fee

SYLLABUS: It is improper for a lawyer to enter into a fee agreement where the client agrees to pay an hourly rate until settlement or collection of judgment at which time the lawyer may choose between charging the hourly fee or receiving a total fee equal to a percentage of the settlement or judgment depending upon whichever results in the larger fee to the lawyer.