DOWNLOAD PDF THE CHORPENNING CASE

Chapter 1 : Charlotte Barrows Chorpenning Collection

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Appellate Rule 65 D , this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case. Kirsch, Judge Cause Nos. Chorpenning appeals his sentence, arguing that it is inappropriate given the nature of his offenses and his character; and his restitution order, arguing that the evidence does not support it. Concluding that Chorpenning s sentence is not inappropriate, we affirm his sentence. However, we reverse the restitution order and remand with instructions. Facts and Procedural History This appeal involves three separate incidents, charged under three cause numbers, but consolidated pursuant to Chorpenning s plea agreement. They then broke into Patrick Biddle s apartment, bound his legs with the zip ties, beat him, and strangled him. Biddle died from the strangulation. After killing Biddle, they took Biddle s car and some items from his apartment. Chorpenning told officers that he believed Biddle to be a child molester and that he wanted to punish him. Detective Lance Waters, of the Kendallville Police Department, testified that Biddle had never been charged with any such crime, that he had never received complaints of such nature involving Biddle, and that he did not find anything in Biddle s apartment that would corroborate such an allegation. On June 21, , the State filed its notice of intent to seek a sentence of life without parole. On July 12, , Chorpenning filed his notice of defense of mental disease or defect. On July 18, , the State filed an information alleging that Chorpenning was an habitual offender. After she refused, Chorpenning threatened to kill everyone in the house. He then kicked the door and knocked over a moped parked in the driveway. Officers attempted to pull over Chorpenning, but he refused to stop and led the police on a highspeed chase. The chase ended when Chorpenning wrecked the vehicle. Under FD, Chorpenning agreed to plead guilty to intimidation, and the State agreed to drop the charges of trespass and criminal mischief. Under FD, Chorpenning agreed to plead 3 guilty to auto theft and resisting law enforcement. Under MR-1, Chorpenning agreed to plead guilty to murder, burglary, theft, and auto theft, and to admit to being an habitual offender. The State agreed to dismiss the confinement charge and its intention to seek life without parole. The State also agreed that if Chorpenning remained incarcerated at the age of sixty-two, he would be permitted to request the court to modify his sentence. The agreement further provided that the parties would be free to argue the appropriate sentence for each count and to which felony in MR-1 the habitual offender enhancement would attach. The parties agreed that the sentence for MR-1 would run consecutive to the sentences under the other cause numbers, but that a sentence under FD could run consecutive to or concurrent with a sentence under FD After his arrest, Chorpenning underwent psychological evaluations. Both a psychologist and a psychiatrist determined that Chorpenning was not mentally retarded and that he was competent to stand trial. Francis Cyran, MD, submitted an evaluation stating: I believe at the time of the alleged offenses Mr. Chorpenning suffered from Delusional Disorder, Paranoid Type, which caused him to be unable to appreciate the wrongfulness of his conduct. I am confident that Mr. Chorpenning knew his actions were illegal. He, however, believed his behavior to be morally right and an answer from God to his prayers. I find only one detail that would have me question the veracity of Mr. He volunteered that he had not told his accomplice the spiritual nature of his beliefs about Mr. Biddle because he would probably not get the assistance he needed to carry out his plan. I was unable to obtain an autopsy report which I believe could contain information pertinent to the issue of truthfulness. Chorpenning sane or insane at the time at which he is alleged to have committed the offense? Chorpenning exhibits both clinical syndromes and a personality disorder which qualify as mental disorders. However, they did not preclude his understanding of right and wrong. Rather, the belief that he was acting as an agent of God, if indeed Mr. Chorpenning believed that this was so, appeared to be an appeal to his underlying narcissism, rather than a delusion which robbed him of the ability to think rationally. His repeated questioning of God regarding what he was preparing to do, and his preparations to assure that he had time to

escape human punishment also suggest that he understood that human retribution, if not divine retribution, awaited the results of his actions; this is further suggestion that he had an understanding of right and wrong, and was not fully convinced of the authority under which he acted. Of further concern, although peripheral, is the theft of a car and his actions in this regard if his behavior, as he said, was truly divinely motivated. On March 4, , the trial court held a sentencing hearing. The trial court made the following statement regarding mitigating circumstances: The Court now finds the following mitigating circumstances applicable to the Defendant in each case herein. Biddle, the Court believes that the Defendant is remorseful. However, the Court does not believe that the Defendant s remorse is such that he will not reoffend upon being released back into society. Biddle s family, and the Court from the rigors of a trial. The Defendant has also cooperated and assisted the State in the case against his co-defendant in MR Cates in his evaluation of the Defendant, Mr. Chorpenning exhibits both clinical syndromes and a personality disorder which qualify as mental disorders, but the Defendant s psychological and emotional issues, although they may tend to explain or put his crimes into context, nevertheless. The trial court made the following statement regarding aggravating circumstances: The Defendant s criminal record clearly shows that he is the worst of the worst and must be removed from society for a substantial period of time in order to protect the innocent citizen s [sic] from the Defendant. Under FD, the trial court sentenced Chorpenning to two and one-half years for intimidation. Under FD, the trial court sentenced Chorpenning to two and one-half years for both auto theft and resisting law enforcement, to be served concurrently. Under MR-1, the trial court sentenced Chorpenning to sixty years for murder, enhanced by thirty years because of his status as an habitual offender, twenty years for burglary, and two and one-half years for both theft and auto theft. The sentence for burglary was to run concurrent with the murder sentence, and the other sentences were to run consecutively. The sentences under the three cause numbers were to be served consecutively, for an aggregate sentence of one hundred years. Discussion and Decision I. Appropriateness of the Sentence A. Standard of Review Although a trial court may have acted within its lawful discretion in determining a sentence, Article VII, Sections 4 and 6 of the Indiana Constitution authorize independent appellate review and revision of a sentence imposed by the trial court. When reviewing a 6 sentence imposed by the trial court, we may revise a sentence authorized by statute if, after due consideration of the trial court s decision, the Court finds that the sentence is inappropriate in light of the nature of the offense and the character of the offender. Appellate Rule 7 B. We have authority to revise sentences when certain broad conditions are satisfied. When determining whether a sentence is inappropriate, we recognize that the advisory sentence is the starting point the Legislature has selected as an appropriate sentence for the crime committed. We must examine both the nature of the offense and the defendant s character. When conducting this inquiry, we may look to any factors appearing in the record. The burden is on the defendant to demonstrate that his sentence is inappropriate. Nature of the Offenses and Chorpenning s Character Here, the trial court imposed sentences above the advisory, but below the maximum, for each offense. Specifically, the sixty-year sentence for murder falls halfway between the fifty-five-year advisory and sixty-five-year maximum sentence. The two and one-half-year sentences for the Class D felonies fall one year above the one-and-one-half-year advisory sentences, and six months below the three-year maximum sentences. Although the trial court was not required to attach the habitual offender enhancement to the murder conviction, once it did so, the thirty-year enhancement was mandated by statute. Additionally, the trial court ordered the maximum twenty-year sentence for burglary and one Class D felony sentence to run concurrent with other sentences. As to the nature of the offenses, we have little information in the record regarding those committed under FD or FD However, we do note that Chorpenning s offenses of resisting law enforcement and auto theft under FD caused a substantial risk of injury to others, as Chorpenning led officers on a high-speed chase, at times reaching miles-per-hour. In regard to Chorpenning s murder of Biddle, we note that the crime appears to have been committed in a particularly brutal manner, as Chorpenning and his accomplice bound Biddle, and then beat and strangled him to death. This brutal nature supports a conclusion that the trial court s sentence is not inappropriate. We also note that Chorpenning committed the murder after breaking into Biddle s house, a place representing as it does a place of security in the minds of most. In regard to Chorpenning s character, we recognize that he has suffered from mental illnesses. Our supreme court has identified four factors that should

be considered 8 when considering a defendant s mental illness and its effect on sentencing: We have previously concluded that a defendant with no criminal history who is suffering from a severe, longstanding mental illness that has some connection with the crime s for which he was convicted and sentenced is entitled to receive considerable mitigation of his sentence. On the other hand, where a defendant is capable of controlling his behavior, did not have significant limitations on his functioning, and failed to identify a nexus between his mental illness and the instant offense, mental illness should not be as significant a factor for sentencing. Here, it appears that Chorpenning has established some sort of nexus between his illness and the commission of the crimes relating to the murder of Biddle. However, the two reports submitted on this point put forth different conclusions regarding the strength of this nexus, and Chorpenning s ability to control his actions. Cyran s report indicates some doubt as to the veracity of Chorpenning s statements and that Dr. Cyran s inability to obtain the autopsy report hampered his review. We also note that the reports indicate that these disorders did not significantly limit Chorpenning s overall 9 functioning. In sum, Chorpenning s mental illness does have some effect on our analysis of his character. Chorpenning received a benefit in return for his plea, as the State agreed to withdraw the possibility of life without parole. We note that Chorpenning still received a substantial sentence, and that the benefit he received for his plea is debatable. However, his current sentence does allow Chorpenning the possibility of being released from prison, albeit in the distant future. In sum, Chorpenning s guilty plea has some positive effect on our analysis of his character. This history consists of three juvenile adjudications, all involving charges of theft or criminal conversion. As an adult, Chorpenning has felony convictions of burglary, residential entry, theft, auto theft, receiving stolen property, obstruction of justice, and resisting law enforcement; and misdemeanor convictions of resisting law enforcement, criminal conversion, theft, possession of marijuana, three counts of operating while never having received a license, and minor consumption. Also this criminal history is substantial particularly when considering that Chorpenning was twenty-seven at the time of his instant offenses and recent, as the last conviction came within two years of the instant offenses. Additionally, Chorpenning has had probation terminated unsatisfactorily, and committed the instant offenses while on probation, which he was returned to after violation found two weeks prior to the commission of the instant offenses. The fact that Chorpenning committed these offenses while on probation is a substantial consideration in our assessment of his character.

Chapter 2 : Patrick F. Chorpenning | House Committee on Veterans Affairs

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Court of Appeals of Arizona, Division Two. Attorney s appearing for the Case Patrick F. The trial court suspended the imposition of sentence and ordered Chorpenning to serve concurrent, two-year terms of probation. In November , he was charged by indictment with eight felonies related to misuse of his position in a variety of respects from to Thereafter, in September , Chorpenning pled guilty pursuant to a plea agreement to one count of conflict of interest, a class six, designated felony, and an amended count of solicitation to commit a violation of the APC, a class six undesignated offense. Additionally, he maintained he was entitled to relief pursuant to Rule Chorpenning also raised a claim based on a significant change in the law pursuant to Rule Finally, Chorpenning maintained there was clear and convincing evidence that "the facts underlying this claim would be sufficient to establish that no reasonable fact-finder would have found the defendant guilty. Chorpenning subsequently filed a second pro se petition or supplemental petition in April in which he asserted his convictions were obtained through "fraud" and "duress. The court added, "Defendant raised these issues in. It was in light of all of this information that defendant made the decision to accept the plea agreement. The trial court correctly identified the claims as they were cognizable under Rule We presume the court reviewed and considered the arguments before it in the memoranda Chorpenning filed. Thus, we presume the court considered all of the claims and arguments Chorpenning made in this proceeding. And although the court did not specify every elaboration Chorpenning had made or sub-issues he had raised, those elaborations and sub-issues were within the parameters of the claims the court had specifically identified. Chorpenning was only entitled to an evidentiary hearing if he had raised a colorable claim for relief. And the trial court expressly found at the end of the minute entry ruling that he had not raised any colorable claims. Chorpenning has not persuaded us that the court abused its discretion in reaching this conclusion. Finally, on review Chorpenning seems to be suggesting, as he did below, that he had many defenses to the charges and for this reason there was no evidence to support his convictions. Thus, the court did not err in expressly or implicitly rejecting this claim. Additionally, defense counsel provided the factual bases for the counts to which Chorpenning would be pleading and the court asked Chorpenning whether he agreed with what counsel had said. Chorpenning told the court he did. The court had the right to rely on the representations Chorpenning made during the change-of-plea proceeding and his failure at sentencing to raise any potential issue regarding the validity of the pleas. Indeed, counsel stated that Chorpenning understood he had violated Arizona law. Chorpenning reads procedural orders, which include the finding "good cause appearing," to be the equivalent of a substantive ruling on the merits. The "good cause" finding pertains only to the procedural issue in the particular order.

Chapter 3 : Cases matching "Douglas R. Chorpenning" :: Justia Dockets & Filings

Charles William Chorpenning, 27, formerly of Auburn, also pleaded guilty to seven other felony charges from a total of three cases and to being a habitual felon, a sentence-enhancer.

Public Defender, Clearwater, for appellee. This is an interlocutory appeal by the state from an order suppressing two extrajudicial statements of the defendant in which he confessed to killing Mrs. The record contains pages and consists primarily of testimony taken at two suppression hearings. The following facts are essentially undisputed. On December 6, , at approximately 4: Defendant executed a written waiver of attorney form before the interrogation. Questioning continued from approximately 4: When Burger and Nixon left to attend a night traffic court session, the defendant was placed in a detention cell whether voluntarily or not is disputed where he remained until sometime after 9: After a short period, defendant admitted complicity in the assault in general terms. Thereupon, the officers and defendant drove to the scene of the crime and specific incriminating details were discussed. Upon return to the station the defendant signed a handwritten statement and was allowed to return home. He was not placed under arrest. The Steinle murder was mentioned in the course of the proceedings, but who mentioned it is a disputed point. He did so voluntarily, and the trio went to the police station where defendant was again read his Miranda rights. Questioning concerning the Steinle murder followed. After a short time, the officers asked defendant to show them the route to Mrs. At some point during this journey, the officers came to the conclusion that defendant was implicated and decided to "go get a warrant. Later the same night Judge Henry committed the defendant to custody for the Steinle murder. He waited until the next morning to determine the proper charge in the Acuff case. The defendant was held in jail overnight. Defendant gave detailed confessions to both crimes. Toward the end of the interrogation, Pittman advised defendant of the penalty for the murder, and defendant asked to speak to Pittman privately. Lieutenant Burger left the room but Chief Nixon remained. Defendant then denied committing the crimes. At this point the public defender arrived, and the interrogation ceased. The disputed evidence is voluminous. Defendant testified he was led to confess to crimes he did not commit for several reasons: Acuff was not seriously injured and would not press charges. Chief Nixon told the defendant that he simply wanted to clear the matter up and that if defendant would confess to the Acuff assault, he would not be arrested and the matter would be dropped. Defendant believed this because he was allowed to go home that night, and he trusted Chief Nixon. He was able to confess because the officers "told" him the facts of the crime by asking him leading questions. Chief Nixon told him the Steinle murder was an old matter that he just wanted to get cleared up. Again, defendant was able to confess because the facts of the case were described to him through leading questions by the police officers. Chief Nixon told the defendant that if he refused to confess, Lieutenant Burger would advise Judge Seaver before whom adoption proceedings were pending to stop the adoption. Defendant thereupon said he committed the Steinle murder. At this point he began to be afraid of Chief Nixon. The defendant had a history of mental illness, having spent more than a year in a mental institution. He had a seventh grade education. When asked why the defendant was allowed to return home on the night of December 6, they said they "wanted to check some things in the Acuff case" before deciding whether to arrest him. Investigator Pittman testified that he felt that the confessions given to him were free and voluntary, but he admitted that he had some "concern" about the police tactics in the case. At the hearing, the defendant testified that he did not understand that he could remain silent during the police interrogation. He also asserted that he did not understand that his confession could be used against him. The judge specifically stated that he found the defendant to be generally believable. The judge noted that he was not suppressing the confessions by reason of any conduct on the part of any state investigator. A confession is admissible if it is given freely and voluntarily and is made without fear, hope of reward and promise of escaping punishment, or some other illegal influence. State, , Fla. If the attending circumstances or declarations of those present be calculated to delude the accused as to his true position and exert an improper and undue influence over his mind, then the confession is unlawfully obtained Considering the nature of the inducement, the court in that case said: The confession may be untrustworthy because it has been associated with an attraction too strong to

resist. Among the influences which may cause a confession to be held to be involuntary are persistent and prolonged interrogation, unlawful detention and the mental incapacity or ignorance of the accused. In the instant case, the lower court determined that the confessions were involuntarily made. There is sufficient evidence in the record to support this conclusion. It is not the function of this court to substitute our judgment for that of the trier of fact. The order suppressing the confessions is affirmed. Newsletter Sign up to receive the Free Law Project newsletter with tips and announcements.

Chapter 4 : Edwards Pierrepont - Wikipedia

Â¶3 Chorpenning filed a motion pursuant to Rule , Ariz. R. Crim. P., to remand the case to the grand jury for a redetermination of probable cause, which the trial court denied. Thereafter, in September , Chorpenning pled guilty pursuant to a plea agreement to one count of conflict of interest, a class six, designated felony, and an.

Pierrepont was an earlier version of his family name. He passed the bar in , [3] and tutored at Yale University from to He then moved to Columbus, Ohio where he practiced law with Phineas B. Wilcox from to In , Pierrepont moved to New York where he established his own practice. Eunice died shortly after their marriage. William Astor , the U. Envoy, who had retired. In , Pierrepont built a country estate house in Garrison. Pierrepont stated Lincoln stood for freedom, liberty and national glory. Surratt In Pierrepont conducted the case for the government against John H. Surratt , indicted as an accomplice in the murder of President Lincoln. Fisher and held immense public interest in the United States. Attorney, he prosecuted Cuban revolutionaries for violation of the Neutrality Act. Attorney Pierrepont arrested and indicted members of the Cuban Junta, an organization to aid the Cuban Rebellion. Ryan, Francisco Fesser, and Jose Mora. Attorney and resumed his private law practice. By , New York City residents and the press demanded that the corruption be investigated and cleaned up. Tweed was arrested and thrown into jail. Although there was concern that Grant would not win North Carolina, Pierrepont stated that Grant had said to a friend when wolves howl at night the sound is greater than the actual number of wolves. Pierrepont predicted Grant would win New York for seven reasons including that Grant had already won the state in when the Democratic coalition was at its height, the Republicans had carried the state government, and that Grant would receive 17, votes from African Americans. Pierrepont stated the Tammany Ring would no longer be instrumental in securing the Democratic vote through fraud. Pierrepont had earlier been instrumental in prosecuting the Tammany Ring that was completely shut down. Saint-Gaudens bust[edit] In , Pierrepont hired a young and upcoming Irish born sculptor Augustus Saint-Gaudens to create a marble bust of himself. Pierrepont was an admirer of Plato , Socrates , and Aristotle and he wanted his head to be wide as theirs were. Pierrepont turned out to be a demanding patron as he insisted Saint-Gaudens make his head larger on the bust. Although Saint-Gaudens complied, he was upset at Pierrepont for having to make his head larger. Saint-Gaudens was so upset over the Pierrepont portrait sculpture that he later stated to a friend, David Armstrong, he would "give anything to get hold of that bust and smash it to atoms". Attorney General[edit] President Ulysses S. Pierrepont, a reformer, was teamed up by President Grant with Secretary of Treasury, Benjamin Bristow to rid the government of corruption. Bristow had discovered whiskey distillers had created a government ring that profiteered by evading payment of taxes on the manufacturing of whiskey. In terms of southern Reconstruction , Pierrepont continued his predecessors Att. Reforms [edit] When Pierrepont assumed the office of U. Attorney General Pierrepont had given specific reform orders to U. Marshals in the South that were vigorously enforced. Marshals, exposing fraud and corruption. Steinkoanler returned to Prussia with his son, born in the United States, who was four years old. Brown in for his postal services, however Chorpening, under protest, believed he deserved more compensation. On January 12, a House committee suspended payment to Chorpenning. On February 9, Congress repealed the July 15, law that allowed the Postmaster General to adjust the Chorpenning claim. Pierrepont ruled that Postmaster General Creswell was not an arbitrator between Chorpenning and Congress. Resistance continued and resurged as white liners violently attacked Mississippi blacks in Chase to Mississippi who met with white liner leaders to hold them to their previous pledge not to use violence during the election. President Grant and Att. Pierrepont told Governor Ames to use federal troops only if the white liners used violence on election day. No violence took place on election day, however, the intimidation tactics of the white liners prior to the election kept blacks and Republican voters from the polls. After the American Civil War , whiskey distillers in St. Louis developed a tax evasion ring that depleted the U. By , the Whiskey Ring had grown into a nationwide criminal syndicate that included whiskey distillers, brokers, and government officials; making enormous profits from the sale of untaxed whiskey. Also rumored, was that in the Ring had secretly funded the Republican Presidential

campaign. In an effort of reform and to clean up corruption, President Ulysses S. Grant appointed Benjamin Bristow , as U. Secretary of Treasury in , who immediately discovered millions of dollars were being depleted from the U. Bristow struck hard at the Ring, nationally shutting down distilleries, arresting hundreds involved in the ring having obtained over indictments. Louis denying immunity to offenders who would testify against the ring. Bristow and Pierrepont, stayed behind after a cabinet meeting with President Grant and showed him correspondence between Babcock and William Joyce in St. Babcock was summoned to the Oval Office for an explanation and was told to send a telegram to bring Wilson to Washington, D. After Babcock did not return to the Oval Office, Pierrepont discovered Babcock was in the process of writing a letter warning Wilson to be on his guard. I do not understand it. Louis, after an oral deposition from President Grant defending Babcock was given to the jury. The Justice Department obtained convictions of persons involved in the Whiskey Ring. In March , a rumor spread throughout Washington, D. Pierrepont suspected that Gen. Babcock himself was the source of the rumor. Grant at his elaborate house on Cavendish Square. The Grants accepted, and on June 26, Pierrepont introduced the former president to the Queen. Transcontinental trip to Alaska[edit] Wrangell Harbor, Alaska In , at the age of 66, Pierrepont and his son Edwin Willoughby Pierrepont took a transcontinental trip to the far reaches of Alaska starting from New York. The long trip took a health toll on Edwin who died in Pierrepont had suffered from grief after the death of their son Edward, who had died of a fever in Rome in According to The New York Times , in late , Pierrepont had suffered a nervous disease that "deprived him of the use of his limbs". Four days later on March 6, Pierrepont died in the house in New York he had built 40 years earlier. Attorney for New York, U. Attorney General, and U. Minister to Great Britain.

Chapter 5 : Patrick F. & Cornelia S. Chorpenning, S (U.S. Tax Ct.) via Docket Alarm

THE CHORPENNING CASE. THE CABINET. THE SANDWICH ISLANDS. PROBATION IN THE CIVIL SERVICE. IMPORTANT EXECUTIVE ORDER. JAN. 6, Continue reading the main story Share This Page.

United States District Court, S. Attorney s appearing for the Case Ronald E. Throughout the pendency of the litigation, Scherer employed different attorneys to represent his interests in the dispute. Following an August trial, the probate court entered a final judgment on May 14, , ruling against Scherer and disallowing his previously entered counterclaim. On April 14, , the Ohio Supreme Court declined jurisdiction. In his May 21, response, Wiles included, "Also we are out. We should probably talk. On May 22, , Scherer replied, asking, "Have you filed a withdrawal from the case? Later that day, Wiles wrote back, "No we did not withdraw. We represented only you. If you are out, so are we. Other than emailing a joke to Wiles on June 2, , Scherer did not communicate with Wiles from May 22, through November 1, The Chorpenning Firm never contacted the Wiles Firm concerning the trust litigation. Wiles and Scherer communicated intermittently after the Chorpenning Firm was hired. On November 8, , Wiles and Scherer had their final in-person meeting. Scherer had expressed his desire "to pick the right directions for all concerned. During that meeting, Scherer asked Wiles if the Wiles Firm had compiled a final bill for its services and representation, which Wiles provided. On December 12, , Scherer emailed Wiles a copy of the grievance. Scherer filed the grievance on December 26, On December 7, , Scherer and the Defendants entered into a tolling agreement. Defendants signed the agreement, but took the position that the statute of limitations had already run, which they evidenced through a handwritten addition on paragraph four of the agreement. Procedural Background On November 30, , Plaintiff filed his Complaint asserting legal malpractice. On September 9, , Plaintiff filed a Corrected Complaint asserting legal malpractice. Defendants filed their Motion for Summary Judgment on September 19, This matter is, therefore, ripe for review. A fact is material if proof of that fact would establish one of the elements of a claim and would affect the application of governing law to the rights of the parties. At that point, the non-movant must set forth specific facts showing that there is a genuine issue for trial. Sobel Corrugated Containers, Inc. All evidence and reasonable inferences must be viewed in the light most favorable to the party opposing the motion. Statute of Limitations Under Ohio law, an action for legal malpractice must be filed within one year after the cause of action accrues. The Ohio Supreme Court has established the following standard for determining when a cause of action for legal malpractice accrues: In adopting this rule, "[t]he Supreme Court of Ohio. Thus, under this "particular transaction" rule, the statute of limitations may begin to run as to a particular transaction, even though the attorney may continue to represent the client on other matters. Lawyer Title Insurance Corporation, No. May 21, Email Communication Defendants first argue that the attorney-client relationship was terminated on May 21, , when Wiles included the phrase, "we are out," in his email to Scherer. Defendants claim that there are three particular facts that demonstrate that the Wiles Firm was no longer in an attorney-client relationship with Plaintiff: Defendants rely on Wozniak v. According to Plaintiff, the fundamental issue of the trust litigation was unresolved at the time Wiles sent the alleged termination email. Thus, Scherer was still part of the case, and, according to Plaintiff, so were Defendants. While the actual words included in the email communications between Scherer and Wiles are undisputed, the intention behind the words is unclear. Though Wiles stated, "we are out," his email two days later said that they had not withdrawn, but were out if Plaintiff was out. Under Ohio law, "the question of when an attorney-client relationship for a particular undertaking or transaction has terminated is necessarily one of fact. Defendants rely on DiSabato v. Defendants assert that, like in DiSabato, Plaintiff hired the Chorpenning Firm to obtain an accurate final accounting from Bank One in the trust litigation, an issue that had been pending in that case since its September filing. Additionally, the Chorpenning Firm never included the Wiles Firm on the certificate of service on any of the pleadings it filed, nor served it with those pleadings. The Chorpenning Firm likewise did not communicate with Wiles regarding Plaintiff or the trust litigation. According to Defendants, the only information Wiles received concerning the trust litigation was that which Plaintiff himself shared with Wiles. Plaintiff emphasizes that he continued to maintain confidence in Wiles on the matter, and the

retention of the Chorpenning Firm merely highlights that confidence. Plaintiff points to Brown v. Johnstone, in which the court found that "conduct which dissolves the essential mutual confidence between attorney and client signals the termination of the professional relationship. Because Wiles had clashed with the assigned trial judge, Plaintiff claims that it was necessary to take on additional counsel in order to be adequately represented. Moreover, Plaintiff repeatedly notes that retention of the Chorpenning Firm functioned as the hiring of additional, not substitute, counsel. According to Plaintiff, there is a material dispute as to whether the hiring of additional counsel constitutes the termination of the attorney-client relationship, thereby precluding summary judgment. Brown was clarified in Mastran v. Marks, in which the court explained that, "the termination of the attorney-client relationship depends, not on a subjective loss of confidence on the part of the client, but on conduct, an affirmative act by either the attorney or the client that signals the end of the relationship. Plaintiff, however, has presented a plausible explanation that the Chorpenning Firm was retained as additional counsel, rather than replacement counsel. Thus, summary judgment cannot be granted on this basis. November and December Communications By its terms, the tolling agreement tolls the limitations period for any claim that is still timely as of the effective date, December 6, Defendants argue that even if the relationship remained ongoing throughout the May emails and retention of the Chorpenning firm, it nevertheless ended before December 6, Defendants proffer that their communications with Plaintiff during November and December did not preserve the attorney-client relationship regarding the trust litigation. Defendants acknowledge that they communicated with Plaintiff, but claim that such communications, insofar as they concerned the trust litigation, were one-sided, with Plaintiff talking and Defendants merely listening. According to Defendants, such communications cannot be used to continue the relationship. Wiles vehemently denies that he provided legal advice through his December 18 and 19 email communications with Plaintiff, based on four assertions: Plaintiff counters that his communications with Wiles in December demonstrate that Wiles was still actively representing him, thereby extending the statute of limitations. Plaintiff asserts that he prepared and filed the grievance as part of the overall strategy, and because the Wiles Firm was concerned about continued recourse from Judge Sheward in separate, future proceedings. Thus, Plaintiff insists that the statute of limitations did not begin to run until December 19, , the date on which Wiles last communicated with Plaintiff about the grievance. Defendants contend that the exhibits and statements on which Plaintiff relies offer general statements regarding facts about prior proceedings, rather than strategy and plans for moving forward with the trust litigation. A reasonable juror, however, could find that the communications exchanged by Scherer and Wiles demonstrate the continuation of an attorney-client relationship. In that case, the limitations period would have begun to run December 19, , and, in light of the tolling agreement, this claim would still be timely. Accordingly, summary judgment is inappropriate.

Chapter 6 : STATE v. CHORPENNING | No. 2 CA-CR PR. | | racedaydvl.com

in the arizona court of appeals division two the state of arizona, respondent, v. patrick francis chorpenning sr., petitioner. no. 2 ca-cr pr filed january 14, this decision does not create legal precedent and may not be cited except as authorized by applicable rules.

Evidently, VACO is incapable of calculating accounts receivable using any national acquisition strategy invoice tracking system, as contemplated in the national contract and signed by the 8 prime contractors. In February , the VA Inspector General published a report concerning over-pricing in Washington, DC and other areas, which had been tolerated for years. HOA attempted to meet that requirement, but has been rebuffed at every turn. The critical nature of cash flow to small business is seemingly lost on VA officials both in Central Office and at the local level. This is particularly discouraging to HOA, which is a service-disabled veteran owned small business under the impression apparently mistaken impression that the VA considered it important, as provided in law, that it should help foster and support businesses owned and operated by service-disable veterans. As stated above, the inconsistency in timeliness of payment for services has placed extreme financial distress upon HOA and in many cases made it impossible for HOA to provide timely payment to its counselors. Such denial of services to veterans is regrettable but absolutely should have been avoidable, if only VA administered and implemented the NAS competently. The following paragraphs outline the inconsistent nature of VA direction on invoicing procedures. Contract language from solicitation page un-numbered Section B. All invoices from the contractor shall be mailed to the following address: Also, from un-numbered page Section C. Nothing could have been further from the truth. Unfortunately, not all ROs follow these instructions. None of the ROs ever return a disapproved invoice within the 7-day period as required above and by FAR Some ROs have wanted HOA to pre-print funding obligation stamps on our invoices, others want them left off or modified in some way, thus providing more opportunity for misrouting, misfiling, lack of tracking consistency and rejection by the Austin disbursement center. Case Management Pricing Ambiguity Inexplicably, the VA has taken a position on interpretation of a pricing provision that assumes all eight prime contractors knowingly entered bids that would force them to lose money on case management services. Civilian Board of Contract Appeals. When asked to describe the ways in which this solicitation differed from previous contractual instruments covering similar services, VA refused to provide any answer at all The calculation of payments disbursed to contractors does not comply with assumptions in contractor bids, as required by the RFP. There are three major areas of concern: On page 51 of the RFP Sol. HOA is not asking that VA modify the contract, only that they comply with it. Travel reimbursement has been resolutely denied by the VA. None of the eight prime contractors is being reimbursed for travel, though the original QAM in Florida who has since been replaced indicated that office would be willing to pay for such in Florida if the travel was pre-approved. Security issues, computer replacements, and the like were ill-defined and certainly not considered as part of the HOA bid or in the bids of any of the other prime contractors. The VA has demanded HOA comply with all of the new rules and regulations they have promulgated owing to their own security lapses but has not provided HOA with any resources for meeting their demands. In some cases VA officials are inaccurately stating that HOA has been paid in full and holding back monies from subcontractors and counselors. These technical innovations include the following: Each is discussed below, illustrating the considerable resources and capabilities HOA has brought to bear on NAS contract performance. It is certainly more secure and available, operating as it does in a bit SSL environment that emulates bank-level security with servers in a vault in Phoenix, AZ where they are unlikely to succumb to weather and climate issues and unlikely to be subject to traffic overload and other issues that are experienced by the CWINRS servers on a regular basis. It needs to be implemented in all ROs, however, especially in those that demand HOA counselors appear at VA orientations to receive case assignments only to be told there are no veterans who showed up that day, and in those ROs that demand their VRCs assign cases directly to HOA sub-contract counselors. Better yet, a completely paperless communication between HOA and the VA would realize other savings in addition to time and money â€" original documents and VA Form

authorizations would remain in the custody of the VA at all times, RO staff dealing with paper documents could be freed up for other duties, and VRCs would be able to spend more valuable face-to-face time with veterans instead of attempting to perform administrative duties for which they are unlikely to be well-suited anyway. A process describing this paperless communication is described below. These personnel have been terminated in order to restructure HOA operations, eliminating use of a regional concept and regional managers. It will take some time for these older cases, some of which were not referred to HOA in accordance with the NAS contract, to be resolved in the new system. HOA would need an extension of about six months on the NAS contract to make sure all old cases are resolved properly. All case referrals are now being directed solely to the CPC where they are scanned into iSight and assigned to counselors. In addition, the new Call Center will be contacting the veteran and making the first appointment within 7 days and also contacting the VRC who assigned the case within that same 7-day period. This will ensure that time lines are met in accordance with the NAS contract. There are benchmarks built into iSight and the CPC process to make sure that appointment-making, testing, counseling, report writing, invoicing, and other services are provided in a timely manner. Many RO officials tell us that they have seen improvement during the past two months that the CPC has been operating. Those older cases are the ones giving HOA the greatest concern. The CPC, while attempting to resolve these issues, must also keep up with current operations. When completed the staff will be making all of the calls for all NAS contract activities. This will include, within the first 7 days following receipt of case authorization, speaking with the veteran and the VRC who assigned the case, and making an appointment with the veteran to begin work on the case. Then, Call Center personnel under guidance from the Quality Assurance Manager, will follow up at regular intervals with the HOA counselor assigned to the case as testing, further appointment-making, counseling, report writing, and invoicing benchmarks are reached. The CPC will be responsible for entering all communications in iSight where they will be available for use by all participants and stakeholders. Please see the Process Flow discussion and chart below. Paperless Communication The discussion above gives an indication of how paperless communication might work and a detailed description is made below under Process Flow. To date, there has been little accomplished toward reaching this goal. Wonderlic Protocol Correlation The Wonderlic Corporation has agreed to design for HOA an automated composite of results from the four test protocols of theirs that we are currently using, correlating these results in a narrative report that presents interrelationships among the tested aptitudes, interests, and abilities as well as work values. The composite report was to have been ready from Wonderlic by the end of September, but has been put on hold owing to non-renewal of Option Year 1. Development could be re-instituted upon contract extension of six months. It can readily be seen that such a composite would be of enormous advantage in helping the VRCs use test results in plan development. HOA is currently employing secure fax-back test results from Wonderlic. This system also creates an additional layer of security because test results never leave a secure environment and are not available in paper form until inclusion in the final report should it be decided that final reports will continue to be required in hard copy. The Wounded Warrior Program, as well as Chapter 36 Educational Vocational Counseling, requires immediate response to needs of the military service as well as needs of the veteran. To do so, HOA needs to be able to get on military bases and have access to computers with internet hookups. These are usually found in libraries, non-appropriated fund facilities, and family service centers among other potential locations. With such access, which HOA is currently negotiating with appropriate DoD agencies, HOA will be able to immediately respond to needs of wounded warriors and those transitioning out of military service. They can be printed out by the military service member and be available for a counseling session by HOA counselor the same day. HOA has found this usage to be successful, but again have not had sufficient time to prove to the various ROs what can be accomplished with it. Process Flow An attached flowing chart shows HOA processing of case work from assignment through billing. The fax is received and entered into iSight. That same day, or the business morning thereafter if the case is received late in the day or before a holiday, a CCC person will be assigned the case to establish initial contact with the veteran and the VRC assigning the case. A first appointment is made with the veteran and the case is assigned in iSight to a counselor as appropriate. Testing and an initial interview or other activities depending on the type of case authorized are completed by the counselor with the

veteran. Forms are filled out, and the veteran is given an appointment for the second meeting as well as homework to complete goal-setting and vocational and educational exploration. The counselor faxes completed test protocols to Wonderlic, they are scored, and faxed back to the CPC the same day. The CPC Team enters the results in iSight and the counselor can have immediate access to the results. The counselor goes over the results as well as the vocational and educational exploration homework with the veteran at the second meeting. If there has not been sufficient progress made on the part of the veteran, a third meeting may be necessary. When all is at hand, including test results and school transcripts and exploration outcomes, the counselor and the veteran agree on a vocational and educational if appropriate goal. The counselor staffs the case with the assigning VRC and writes a report. Any iteration required is handled in the same expeditious manner. Because the VA has insisted that only US citizens can be qualified as counselors in foreign locations, HOA must be permitted to use counselors who are willing to travel. The HOA formula for travel reimbursement was bid as follows: For those veterans living beyond a mile radius from an HOA office location, it is assumed that the VA will provide a travel voucher for the veteran unless he or she is homebound. In the case of homebound or IL assignments, HOA counselors will travel to the veteran on a pre-approved basis by privately-owned vehicle where practical for up to miles one way. How to bill Case Management services was not adequately defined in the prior NAS contract either and needs to be addressed in an equitable manner by the new contracting officer in the contemplated re-bid of the current NAS contract. HOA has the capability of providing Case Management services if the upcoming RFP will require that FFP bids per case are to be proposed on a monthly basis, that cases are to be assigned for a specified number of months within a month base year or option year period, and that fees will be paid by the VA monthly. Conclusion Apparently, the VA expected the NAS prime contractors - all small businesses, several of them service-disabled veteran owned small businesses SDVOSB , to run their businesses as the VA runs its business, but without providing the resources to pay for massive inefficiency or intending to support success. Madame Chairwoman, thank you allowing Heritage of America to express its views. I hope you will seriously consider having additional hearings on these important matters. Fixing it will take a sustained focus and strong desire to see real changes made. Heritage of America will remain committed to the vision of a system that is not fragmented and dysfunctional, but cohesive from region to region, where veterans can receive valid evaluations and efficacious services, irrespective of their geographic location. Such a cohesive approach, however, is not possible with the old outdated model that features fiefdoms controlled by bureaucrats who have forgotten who we should be serving. Madame Chairwoman, this concludes my testimony. I would, of course, be pleased to answer questions from you or other Members of the Subcommittee.

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*The case of George Chorpenning: Argument before Committee on the Judiciary, H. of R., 46th Congress [F. P Dewees] on racedaydvl.com *FREE* shipping on qualifying offers.*

The trial court suspended the imposition of sentence and ordered Chorpenning to serve concurrent, two-year terms of probation. In this petition for review, Chorpenning challenges the court s denial of relief on claims he raised in this post-conviction proceeding. We will not disturb the court s ruling absent a clear abuse of discretion. In November , he was charged by indictment with eight felonies related to misuse of his position in a variety of respects from to Thereafter, in September , Chorpenning pled guilty pursuant to a plea agreement to one count of conflict of interest, a class six, designated felony, and an amended count of solicitation to commit a violation of the APC, a class six undesignated offense. Additionally, he maintained he was entitled to relief pursuant to Rule He also asserted there was new information regarding allegedly unethical conduct by Tim Nelson, the Governor s lead counsel, some of which was based on Nelson s alleged conflict of interest. Chorpenning also raised a claim based on a significant change in the law pursuant to Rule Finally, Chorpenning maintained there was clear and convincing evidence that the facts underlying this claim would be sufficient to establish that no reasonable fact-finder would have found the defendant guilty. Chorpenning subsequently filed a second pro se petition or supplemental petition in April in which he asserted his convictions were obtained through fraud and duress. He essentially maintained he had entered into the plea agreement because of pressure placed on him and fraud perpetrated by his own attorney and attorneys within the office of the Arizona Attorney General, insisting there was insufficient evidence to support the convictions. The court concluded the challenge to the grand jury proceeding had been waived by Chorpenning s entry of his plea. The court rejected the claim of newly discovered evidence, finding the evidence Chorpenning referred to had existed before trial, presumably referring to Chorpenning s entry of the guilty pleas, and was known to Chorpenning and his attorney. The court added, Defendant raised these issues in. It was in light of all of this information that defendant made the decision to accept the plea agreement. Finally, the court rejected the Rule He argues that he was deprived of an opportunity to be heard for this reason and because the court did not conduct an evidentiary hearing; he asserts the court s finding that he had not sustained his burden of 4 STATE v. The trial court correctly identified the claims as they were cognizable under Rule That Chorpenning had elaborated on his various claims in the two pro se petitions and that the court did not identify each and every claim and argument or sub-issue before denying Chorpenning s request for relief does not mean the court did not consider the petitions fully. We presume the court reviewed and considered the arguments before it in the memoranda Chorpenning filed. Thus, we presume the court considered all of the claims and arguments Chorpenning made in this proceeding. Moreover, before identifying the claims Chorpenning had raised, the court stated in its minute entry that it had reviewed Chorpenning s Rule 32 petition, the state s response, and the record. And although the court did not specify every elaboration Chorpenning had made or sub-issues he Chorpenning reads procedural orders, which include the finding good cause appearing, to be the equivalent of a substantive ruling on the merits. The good cause finding pertains only to the procedural issue in the particular order. Chorpenning was only entitled to an evidentiary hearing if he had raised a colorable claim for relief. And the trial court expressly found at the end of the minute entry ruling that he had not raised any colorable claims. Chorpenning has not persuaded us that the court abused its discretion in reaching this conclusion. Finally, on review Chorpenning seems to be suggesting, as he did below, that he had many defenses to the charges and for this reason there was no evidence to support his convictions. Those defenses, like all non-jurisdictional claims, were waived by Chorpenning s entry of the plea. Thus, the court did not err in expressly or implicitly rejecting this claim. Chorpenning assured the court he understood the agreement and responded negatively to the question about force or threats. Additionally, defense counsel provided the factual bases for the counts to which Chorpenning would be pleading and the court asked Chorpenning whether he agreed with what counsel had said. Chorpenning told the court he did. The court had the right to rely on the representations Chorpenning made

during the change-of-plea proceeding and his failure at sentencing to raise any potential issue regarding the validity of the pleas. Both Chorpenning and defense counsel asserted at sentencing that Chorpenning never intended to benefit by his acts and did not harm veterans, insisting that all he had done was, in counsel s words, unknowingly violated obscure 6 STATE v. But at no time did either suggest the pleas were the result of fraud, force, or coercion or that there was an insufficient factual basis for the pleas. Indeed, counsel stated that Chorpenning understood he had violated Arizona law.

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Get this from a library! The postal service. Speech of Postmater General Creswell, at Jackson, Michigan, August 1, Austin Blair answered in his own home. The Chorpenning case.