

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

STATE OF OKLAHOMA *ex rel.*,)
OKLAHOMA BAR ASSOCIATION,)
)
Complainant,)
)
v.)
)
JASEN RANDAL ELIAS A.K.A.)
JASEN RANDAL CORNS,)
)
Respondent.)

OBAD # 2021
SCBD #

FILED

JAN 20 2015

Office Of Chief Justice
Bar Docket

COMPLAINT

State of Oklahoma *ex rel.* Oklahoma Bar Association (Complainant) by and through its Assistant General Counsel, Katherine Ogden, for its complaint against Jasen Randal Elias, a.k.a. Jasen Randal Corns (Respondent), alleges and states:

1. Respondent is a member of the Oklahoma Bar Association and was licensed to practice law by the Supreme Court of the State of Oklahoma. The Respondent was so licensed at all times relevant to this Complaint.

2. To the best knowledge, information, and belief of the Complainant, the Respondent has committed specific acts which constitute professional misconduct in violation of the Oklahoma Rules of Professional Conduct (ORPC) 5 O.S. 2001 ch. 1, app-1-A and 5 O.S. 2011, ch. 1, app. 3-A and the Rules Governing Disciplinary Proceedings (RGDP), 5 O.S. 2011, ch.1, app. 1-A, and are cause for professional discipline as provided in the RGDP. These standards of conduct, adopted and enforced by the Supreme Court of the State of Oklahoma, provide guidelines by which all attorneys are to practice law in Oklahoma.

3. These proceedings are commenced pursuant to Rule 6, RGDP.

4. The official Oklahoma Bar Association roster address of the Respondent is Jasen Randal Elias, a.k.a. Jasen Randal Corns, Post Office Box 410, Jenks, Oklahoma 74037.

COUNT I

5. In 2005, Respondent was an associate at Feldman, Franden, Woodard & Farris law firm ("law firm") and assigned to assist the firm's client, Elizabeth Stambaugh (Stambaugh), with the guardianship of her husband and disabled daughter. At the time, Respondent was 34 years old and Stambaugh was 83 years old. Stambaugh's husband of 60 years was suffering from advanced Parkinson's disease and Alzheimers.

6. From the beginning of his representation, Respondent visited Stambaugh frequently at her home and developed a personal relationship with her.

7. Stambaugh's husband died in November 2005, leaving Stambaugh with considerable assets and as the sole trustee of a revocable trust with full authority to distribute its assets.

8. After her husband's death, Stambaugh spent considerable time with Respondent, often going to dinner, football games, and other outings.

9. Respondent informed Stambaugh of personal details of his life including his recent divorce, and his having sole custody of his three children because his wife was not a suitable mother. Respondent introduced Stambaugh to his children and invited her to attend his family's activities.

10. Stambaugh developed deep feelings for Respondent and began communicating with her attorney on a daily basis – often multiple times per day.

11. Respondent and Stambaugh's relationship went far beyond the professional bounds of an attorney-client relationship. For example, in response to Respondent complaining that he had a bad back, Stambaugh purchased a hot tub and a pair of "Turkish swim trunks" for Respondent's use at her home.

12. While employed at the firm and during his legal representation of Stambaugh, Respondent informed her that his adoptive father was gravely ill and that Respondent owed him a large sum of money to repay his undergraduate education. Respondent told Stambaugh that repaying his parents was important to him.

13. On April 20, 2006, Stambaugh wrote Respondent a check for \$160,000.00 in order for him to repay his adoptive father.

14. Respondent accepted the \$160,000.00 gift from his client.

15. Later that year, in response to Stambaugh's inquiry of why they could not spend more time together, Respondent told Stambaugh that he had to work to pay the mortgage on his home.

16. On September 5, 2006, Stambaugh transferred \$153,838.42 from her account to Nova Star Mortgage, Inc. to pay off the balance of Respondent's mortgage on his home located at 5320 East 94th Street, Tulsa, Oklahoma 74136.

17. Respondent accepted this gift from his client while employed at the law firm and while providing legal representation to Stambaugh.

18. On or about January 31, 2007, Respondent left the law firm to open up his own practice.

19. Respondent took Stambaugh as a client to his new law firm.

20. In 2007, Respondent provided legal representation for Stambaugh on

multiple matters. Respondent provided invoices to Stambaugh for his legal services. Stambaugh paid such invoices and additional retainer fees to Respondent.

21. In 2007, in addition to the legal fees Respondent was collecting from Stambaugh, Respondent accepted over \$12,000.00 in gifts for himself and \$36,000.00 in gifts to his three children from his client.

22. In October 2007, Respondent advised Stambaugh regarding several estate planning matters, including the amendment or restatement of the Elizabeth Lorene Stambaugh Living Trust and Stambaugh's Last Will and Testament.

23. One of these amendments to the Elizabeth Lorene Stambaugh Living Trust named Respondent as the beneficiary of the balance or residue of the trust estate.¹

24. Respondent billed Stambaugh for the research, document review, and the drafting of these new estate planning documents.

25. Respondent further billed Stambaugh for phone conversations and meetings with Fred Stoops, the lawyer Respondent arranged for Stambaugh to hire in order to finalize the amended estate planning documents.

26. In November 2007, Respondent escorted Stambaugh to and from Fred Stoops' law office for this appointment. Stambaugh finalized the Third Restatement of her trust at that time.

27. In 2008, Respondent provided legal representation for Stambaugh on multiple matters. Respondent provided invoices to Stambaugh for his legal services. Stambaugh paid such invoices and additional retainer fees to Respondent.

28. In 2008, in addition to the legal fees Respondent collected from

¹ Third Restatement of the Elizabeth Lorene Stambaugh Living Trust.

Stambaugh, Respondent also accepted over \$12,000.00 in gifts for himself and \$36,000.00 in gifts to his three children.

29. In March of 2008, Stambaugh amended her trust and made Respondent a forty percent (40%) beneficiary to her trust estate.²

30. In 2008, Stambaugh asked of Respondent why he was not devoting more time and personal attention to her. Respondent told Stambaugh that he needed to work and earn income to repay his student loans.

31. On September 26, 2008, Stambaugh transferred \$98,447.38 from her account to Automated Collection Services, Inc., to pay off the balance of Respondent's student loans.

32. Respondent accepted this gift from his client.

33. On September 29, 2008, Stambaugh drafted a check to Land Rover Capital Group in the amount of \$53,477.50 to pay off the balance on Respondent's vehicle.

34. Respondent accepted this gift from his client.

35. In November of 2008, Stambaugh amended her trust to remove Respondent as beneficiary.³

36. Respondent informed Stambaugh that Respondent's neighbors had stolen several items from his garage.

37. On March 12, 2009, Stambaugh transferred \$579,000.00 from her account to the Jasen R. Corns Revocable Living Trust, BOK C/A #807758214 to purchase a residence for Respondent.

² First Amendment to the Third Restatement of the Elizabeth Lorene Stambaugh Living Trust

³ Second Amendment to Third Restatement of the Elizabeth Lorene Stambaugh Living Trust.

38. Respondent accepted this gift from his client.

39. In July 2009, Respondent provided legal advice to Stambaugh regarding the amendment of her estate planning documents in order to again make Respondent a beneficiary of Stambaugh's trust.

40. On August 12, 2009, Stambaugh amended her trust and designated Respondent as a forty percent beneficiary of the trust estate.⁴

41. On November 13, 2009, Stambaugh again amended her trust and removed Respondent as a beneficiary.⁵

42. On November 18, 2009, Stambaugh paid the taxes on Respondent's new home in the amount of \$6,300.00

43. Respondent accepted this gift from his client.

44. In addition to the trust assets transferred in 2009, Respondent also accepted over \$12,000.00 in gifts for himself and \$36,000.00 in gifts to his three children from Stambaugh.

45. In 2010, Respondent provided legal representation for Stambaugh. Respondent billed, and Stambaugh paid, for these legal services.

46. In 2010, in addition to the legal fees Respondent collected from Stambaugh, Respondent also accepted over \$12,000.00 in gifts for himself and \$36,000.00 in gifts to his three children from his client.

47. In February of 2010, Respondent advised Stambaugh regarding the amendment of her trust to include, among other things, again adding Respondent as a beneficiary thereto.

⁴ Third Amendment to Third Restatement of the Elizabeth Lorene Stambaugh Living Trust.

⁵ Fourth Amendment to Third Restatement of the Elizabeth Lorene Stambaugh Living Trust.

48. Respondent reduced this conversation to writing and left it with Stambaugh to discuss with her other attorney.

49. On February 11, 2010, Stambaugh executed a Fourth Restatement of the Elizabeth Lorene Stambaugh Living Trust and designated the trustee of the Jasen Corns Trust as a forty percent beneficiary of the trust estate.

50. On March 10, 2010, Stambaugh amended her trust and designated Respondent and the trustee of the Jasen Corns Trust as forty percent beneficiaries of the trust estate. This amendment further allowed discretionary distributions to be made in any amount for Respondent's health, legal, or emergency needs and to support Respondent "in the manner of living to which he is accustomed." These changes reflected the handwritten notes Respondent had prepared for and given to Stambaugh prior to the trust amendment.

51. On August 9, 2010, Respondent was removed as a beneficiary of Stambaugh's trust.

52. In September 2010, Stambaugh filed suit in Tulsa County Court Case No. CJ-2010-5624 against Respondent. This suit alleged, in part, that Respondent abused his role as a fiduciary and exerted undue influence over Stambaugh to obtain the gifts described herein.

53. Shortly after the lawsuit was filed, Respondent sent an email to multiple individuals regarding an article that The Tulsa World was going to publish concerning the relationship between Respondent and Stambaugh and the pending lawsuit.

54. In the email, Respondent claimed Stambaugh had "recently gone nuts" and stated Respondent "thinks her age has finally caught up with her, and this is now

dementia.”

55. Respondent’s email further detailed how he previously had cut ties with Stambaugh because her behavior was inappropriate, but that the two reconciled as Stambaugh agreed to stay away from Respondent’s family and Respondent “wanted the annual payments/gifting.”

56. During the pendency of the lawsuit, Respondent directly communicated with Stambaugh, despite the fact that she was represented by counsel, about actions she needed to take to dismiss her lawsuit against him.

57. Respondent’s communications included sending Stambaugh cards with affectionate overtones and requests for forgiveness.

58. On February 16, 2011, after Respondent met with Stambaugh alone at her home, without the permission of attorneys, Stambaugh instructed her attorneys to dismiss her claims against Respondent in CJ-2010-5624.

59. Despite Respondent’s prior claims that Stambaugh’s capacity was diminished and that she was “obsessed” with him, on February 23, 2011, Respondent hand-delivered an engagement letter to Stambaugh, wherein he informed her that she may employ him as an attorney.

60. By contract prepared by Respondent and dated February 25, 2011, Stambaugh re-engaged Respondent for “general matters and assistance and to reserve [Respondent’s] time as Stambaugh desires.” Such contract stated Stambaugh would not seek legal advice through Respondent alone.

61. On July 19, 2011, pursuant to a settlement agreement to dismiss a pending guardianship proceeding initiated by Stambaugh’s family members, Stambaugh

created an irrevocable trust that contained a provision prohibiting Respondent from receiving any distributions from Stambaugh's trust.

62. From April 2011 through September 2011, however, Respondent accepted multiple monetary gifts from Stambaugh.⁶

63. On September 5, 2011, Respondent took Stambaugh to a car dealership where she purchased a Honda Pilot in the amount of \$27,274.00.

64. Respondent and members of his family possessed and used this vehicle exclusively until the co-trustees of Stambaugh's trust discovered it and demanded the vehicle's return it to Stambaugh.

65. Respondent later returned the Honda Pilot to Stambaugh.

66. On September 19, 2011, co-trustee James Weger demanded Respondent return the monies Stambaugh distributed to him between April 2011 and September 2011 and that Respondent take nothing further from Stambaugh.

67. On November 2, 2011, Respondent emailed Stambaugh's long-time employees and expressed his belief that Stambaugh is "headed down a path that will conclude with her being deemed incompetent and being declared the subject of a guardianship."

68. Despite asserting that Stambaugh's capacity was at issue and with knowledge of his great influence over her, Respondent continued to discuss and influence Stambaugh's estate planning matters with her.

69. Respondent memorialized the details of their conversations in writing and provided it to Stambaugh. Said documentation advised Respondent should again be

⁶ On August 12, 2011 Stambaugh wrote a check to Respondent in the amount of \$2,000; On August 24, 2011, Stambaugh wrote a check to Respondent for \$1,641.00 for Respondent's benefit; and on September 13, 2011, Stambaugh wrote a check to Respondent \$4,000.00.

named as a beneficiary to the Stambaugh trust.

70. Respondent also recommended new attorneys and asset managers for Stambaugh to hire in order to make these changes and to challenge the provisions of her trust.

71. On March 29, 2012, while at Stambaugh's home, Respondent used Stambaugh's credit card to buy tickets to the Ryder Cup in the amount of \$3,096.52.

72. Once the co-trustee of Stambaugh's trust discovered Respondent's purchase, she cancelled the ticket purchase.

73. On or about May 17, 2012, Respondent used Stambaugh's credit card to pay \$3,750.00 to Federal Tax Relief for services rendered to Respondent. Respondent identified Stambaugh as his "mother" when using her credit card information.

74. During the course of Respondent's relationship with Stambaugh, Stambaugh purchased multiple trips for them to take together.

75. Stambaugh made these travel arrangements with the belief that Respondent would accompany her.

76. Before the departure date of each trip, Respondent would tell Stambaugh that he had to cancel the vacation.

77. During the course of Respondent's relationship with Stambaugh, Respondent knew Stambaugh was romantically interested in Respondent. Respondent took advantage of Stambaugh's affections and abused his position of trust as her attorney to unduly influence Stambaugh into gifting Respondent in excess of one million dollars.

78. Respondent's actions constitute professional misconduct in violation of

Rules 1.8, 1.14(b), 1.16(a)(1), 4.2, and 8.4, ORPC and Rule 1.3, RGDP and warrant professional discipline.

COUNT II

79. On December 18, 2012, Dr. Mark Waller ("Waller"), Stambaugh's neighbor, was appointed as Stambaugh's general guardian.

80. As general guardian of Stambaugh, Waller filed a grievance against Respondent with the Oklahoma Bar Association on February 19, 2013.

81. On June 13, 2013, Respondent sent Jim Weger, co-trustee of the Stambaugh trust, a letter demanding that the pending Department of Human Services and pending Oklahoma Bar Association complaints be dismissed against him and that Stambaugh "needs to quit harassing me and my family." If Respondent's conditions were not met, Respondent threatened Weger that he would exercise his options to resume answering Stambaugh's phone calls or file a lawsuit that details her "harassment, her sexual advances, her graphic voicemails and letters, and thousands upon thousands of telephone calls..." Respondent continued, "[w]in, lose or draw, it will take 1-3 years to sort it out, and will eat through a great deal of Mrs. Stambaugh's money."

82. At various times during these and other proceedings against him, Respondent threatened to exploit recordings and other potentially embarrassing materials he made of Stambaugh during the course of their attorney-client relationship in an effort to make Stambaugh and/or her guardian, trustee or attorneys dismiss her complaints and causes of action.

83. On October 22, 2014, during his sworn deposition taken by Complainant,

Respondent made numerous misrepresentations to the Oklahoma Bar Association concerning transactions between Respondent and Stambaugh.

84. Respondent's actions constitute professional misconduct in violation of Rules 1.8, 4.2, 8.1(b), and 8.4 (c), ORPC and Rules 1.3, 5.2, and 5.4, RGDP and warrant professional discipline.

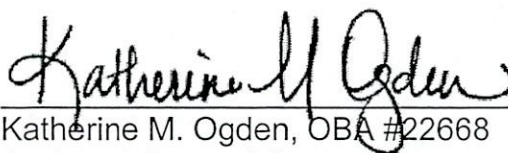
WHEREFORE, premises considered, Complainant requests that the Respondent be disciplined as this Court finds equitable and proper, and for such other relief as this Court finds appropriate.

Done at the direction of the Professional Responsibility Commission this the 20th, day of January, 2015.



Angela Ailes-Bahm, Chairperson
Professional Responsibility Commission

and



Katherine M. Ogden, OBA #22668
Assistant General Counsel
Oklahoma Bar Association
P.O. Box 53036
Oklahoma City, OK 73152
405.416.7083(o) 405.416.7007(f)

ATTORNEY FOR COMPLAINANT

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 20th day of January, 2015, a true and correct copy of the foregoing Complaint was mailed by certified mail, return receipt requested to: Jasen Randal Elias, PO Box 410, Jenks, OK 74037-0410 and by first-class mail to: M. Joe Crosthwait, Jr., Chief Master, Professional Responsibility Tribunal, 1384 S. Douglas Blvd., Midwest City, OK 73170.


Katherine M. Ogden