

ORIGINAL

Louisiana Attorney Disciplinary Board

FILED by: *Donna P. Burgess*

Docket#

Filed-On

23-DB-030

9/14/2023

LOUISIANA ATTORNEY DISCIPLINARY BOARD

IN RE: MELISSA MICHELLE RAMSEY ELDRIDGE

DOCKET NO. 23-DB-030

REPORT OF HEARING COMMITTEE # 30

INTRODUCTION

This attorney disciplinary matter arises out of formal charges consisting of five counts filed by the Office of Disciplinary Counsel (“ODC”) against Melissa Michelle Ramsey Eldridge (“Respondent”), Louisiana Bar Roll Number 26276.¹ ODC alleges that Respondent violated the following Rules of Professional Conduct: 1.3, 1.4, 1.5, 1.15(a), 1.15(d), 1.16(d), 8.1(b), 8.1(c), 8.4(a) and 8.4(c).²

PROCEDURAL HISTORY

The formal charges were filed on April 24, 2023. By letters dated April 28, 2023, the formal charges were mailed via certified mail to Respondent’s primary, secondary, and preferred registration addresses.³ The mailing to the secondary address was received and signed for about or before May 3, 2023. The other two mailings were returned to the Board marked as “unclaimed.” Respondent failed to file an answer to the charges. Accordingly, on May 25, 2023, ODC filed a motion to deem the factual allegations admitted pursuant to Louisiana Supreme Court Rule XIX,

¹ Respondent was admitted to the practice of law in Louisiana on October 15, 1999. Respondent is currently ineligible to practice law for failure to fulfill her annual professional obligations. She has been ineligible since September 16, 2022.

² See the attached Appendix for the text of these Rules.

³ 13475 Vera McGowan Rd., Ste. C, Walker, LA 70785 (primary); 14380 Carrol Ave., Walker, LA 70785 (secondary); P.O. Box 1785, Walker, LA 70785 (preferred).

§11(E)(3).⁴ By order signed June 15, 2023, the factual allegations contained in the formal charges were deemed admitted. On August 14, 2023, ODC filed its submission on sanction.

For the following reasons, the Committee finds based upon the documents, transcripts and affidavits submitted in ODC 1-25, the facts deemed admitted by respondent's failure to answer, respondent has violated duties owed to her clients, the public, the legal system and the profession. It is the recommendation of this committee that respondent be disbarred and that she pay restitution to each of her clients for unearned fees improperly converted to her own use.

FORMAL CHARGES

The formal charges read, in pertinent part:

Count 1 – ODC File No. 0039414

Lauren LaMonica hired you in December 2020 to handle a custody matter. Ms. LaMonica paid you \$3,500 in cash. Ms. LaMonica has not spoken to you since February 7, 2021. Ms. LaMonica has made numerous efforts to contact you without success. Ms. LaMonica had to hire another attorney to complete her case. Ms. LaMonica has attempted to get a refund, but you have intentionally refused to return her calls.

ODC mailed notice of this complaint to your then-primary registration address of 9200 Florida Blvd., Walker, Louisiana 70785, on August 16, 2021. The Post Office returned this letter with the designation "Return to Sender/Vacant/Unable to Forward." Out of an abundance of caution, ODC mailed a second correspondence to your secondary/residential address of 29447 Tulip St., Walker, Louisiana 70785 and your preferred/office address, P.O. Box 1758, Walker, Louisiana 70785, on August 25, 2021. The letter sent to the preferred/office address was also returned. However, the correspondence mailed to your secondary/residential address was delivered on August 27, 2021.

⁴ This rule states:

The respondent shall file a written answer with the Board and serve a copy on disciplinary counsel within twenty (20) days after service of the formal charges, unless the time is extended by the chair of the hearing committee. In the event, Respondent fails to answer within the prescribed time, or the time as extended, the factual allegations contained within the formal charges shall be deemed admitted and proven by clear and convincing evidence. Disciplinary Counsel shall file a motion with the chair of the hearing committee to which the matter is assigned requesting that the factual allegations be deemed proven with proof of service of the formal charges upon the respondent. The order signed by the hearing committee chair shall be served upon respondent as provided by Section 13C. Within twenty (20) days of the mailing of the order of the hearing committee chair deeming the factual allegations contained in the formal charges proven, the respondent may move the hearing committee chair to recall the order thus issued upon demonstration of good cause why imposition of the order would be improper or would result in a miscarriage of justice.

On September 10, 2021, you wrote to ODC and confirmed a fifteen-day extension of time to respond to the complaint. You intentionally failed to respond, and a subpoena and subpoena duces tecum were issued for your appearance to provide a sworn statement. You were personally served with the subpoena on April 4, 2022. Your statement was scheduled for April 21, 2022; however, you intentionally failed to appear, and a proces verbal was taken. To date, you have intentionally refused to respond to this complaint.

On June 20, 2022, ODC received notice that you had intentionally abandoned your law office and left behind your client files.

The evidence obtained suggests that you have knowingly and intentionally violated Rules 1.3, 1.4, 1.5, 1.15(a), 1.15(d), 1.16(d), 8.1(b), 8.1(c), 8.4(a) and 8.4(c) of the Rules of Professional Conduct.

Count 2 – ODC File No. 0039641

Seth Templain met with you in March 2020 to discuss obtaining custody of his nephew. You suggested an adoption, and Mr. Templain provided an advance deposit of \$1,000. One week after the initial meeting, the child's father agreed to joint custody, with Mr. Templain being named the domiciliary parent. Mr. Templain contacted you to draft the necessary paperwork and schedule a time to sign the documents. You intentionally failed to respond to Mr. Templain's requests. Mr. Templain went by the office in February 2021, but the office was closed, and there was a "for lease" sign. As a result, Mr. Templain had to hire another attorney to complete the work. Mr. Templain wants a refund of his advance deposit.

ODC mailed notice of this complaint to your primary registration address of 13475 Vera McGowan Rd Ste C, Walker, Louisiana 70785, on December 20, 2021. The Post Office returned this letter with the designation "Return to Sender/Not Deliverable as Addressed/Unable to Forward."

You were personally served with a subpoena to appear for your sworn statement on April 4, 2022. Your statement was scheduled for April 21, 2022; however, you intentionally failed to appear, and a proces verbal was taken. To date, you have intentionally refused to respond to this complaint.

The evidence obtained suggests that you have knowingly and intentionally violated Rules 1.3, 1.4, 1.5, 1.15(a), 1.15(d), 1.16(d), 8.1(b), 8.1(c), 8.4(a) and 8.4(c) of the Rules of Professional Conduct.

Count 3 – ODC File No. 0040185

John Bailey, III, hired you on November 7, 2021, to represent him in a child custody case concerning his grandchildren. Mr. Bailey paid you \$3,500. The court date was set for January 27, 2022, but then re-set by the Judge for March 9, 2022. Mr. Bailey has not been able to reach you and has never been provided with proof that you performed any services on his behalf.

ODC mailed notice of this complaint to your primary registration address of 13475 Vera McGowan Rd Ste C, Walker, Louisiana 70785, on July 18, 2022. The Post Office confirms delivery of this letter on July 19, 2022. Having received no response, on August 23, 2022, ODC sent you a second request seeking a

response. This request was sent to all of your known physical and email addresses. To date, you have intentionally failed to respond to this complaint.

The evidence obtained suggests that you have knowingly and intentionally violated Rules 1.3, 1.4, 1.5, 1.15(a), 1.15(d), 1.16(d), 8.1(b), 8.1(c), 8.4(a) and 8.4(c) of the Rules of Professional Conduct.

Count 4 – ODC File No. 0040396

Tarva Jackson consulted with you on February 14, 2022, to handle her divorce proceedings. Ms. Jackson paid a \$100 consultation fee; on February 15, 2022, she paid \$3,500 for representation. On February 18, 2022, you added Petition for Divorce doc in her online case file but didn't tell her so she could review the documents and suggest changes. Ms. Jackson questioned you a few days later about when she could sign the documents and discuss a restraining order against her ex, but you intentionally never answered. Ms. Jackson showed up at your office for her scheduled meeting to sign the paperwork, and then you filed the paperwork with the court. Ms. Jackson texted you several times to check on the status of things and never received a response. On May 3, 2022, Ms. Jackson messaged you and asked for a refund after not hearing from you. On May 16, 2022, Ms. Jackson consulted with another attorney and was informed she had a court date in April. Ms. Jackson texted you again on May 19, 2022, requesting a refund, but she has never heard from you. You have intentionally ignored Ms. Jackson's requests for a refund.

ODC mailed notice of this complaint to your primary registration address of 13475 Vera McGowan Rd Ste C, Walker, Louisiana 70785, on September 27, 2022. You signed for acceptance of this letter on October 12, 2022. To date, you have intentionally refused to respond to this complaint.

The evidence obtained suggests that you have knowingly and intentionally violated Rules 1.3, 1.4, 1.5, 1.15(a), 1.15(d), 1.16(d), 8.1(b), 8.1(c), 8.4(a) and 8.4(c) of the Rules of Professional Conduct.

Count 5 – ODC File No. 0040622

Brooke Brumley hired you for custody issues. You were paid \$5,000. You took on the child custody case in Livingston Parish, which involved issues of abuse of the minor child. A temporary restraining order was being ordered until the case was closed by the police. You were hired to file for custody of the child and have a trial. You did not file any papers on Ms. Brumley's behalf. You failed to notify Ms. Brumley that you were ineligible to practice law in Louisiana. You were declared ineligible to practice law effective September 16, 2022, for failing to pay your bar dues and disciplinary assessment. You received court orders on Ms. Brumley's behalf but intentionally failed to notify her, resulting in a continuance by the court due to Ms. Brumley not knowing about the court date. You still have \$3,000 of Ms. Brumley's money and intentionally refuse to return her phone calls.

ODC mailed notice of this complaint to your primary registration address of 13475 Vera McGowan Rd Ste C, Walker, Louisiana 70785, on January 10, 2023. The Post Office returned this letter with the designation "Return to Sender/Unclaimed/Unable to Forward." To date, you have intentionally failed to respond to this complaint.

The evidence obtained suggests that you have knowingly and intentionally violated Rules 1.3, 1.4, 1.5, 1.15(a), 1.15(d), 1.16(d), 8.1(b), 8.1(c), 8.4(a) and 8.4(c) of the Rules of Professional Conduct.

EVIDENCE

The Committee reviewed the exhibits submitted by ODC, which are Exhibits ODC 1-25. Respondent did not submit evidence or argument for the Committee's consideration, nor did she request to be heard in mitigation pursuant to Rule XIX, §11(E)(4).

FINDINGS OF FACT

Lauren LaMonica hired the respondent in December 2020 to handle a custody matter. Ms. LaMonica paid the respondent \$3,500 in cash. Ms. LaMonica has not spoken to the respondent since February 7, 2021. Ms. LaMonica has made numerous efforts to contact the respondent without success. Ms. LaMonica had to hire another attorney to complete her case. Ms. LaMonica has attempted to get a refund, but the respondent has intentionally refused to return her calls.

ODC mailed notice of this complaint to the respondent's then-primary registration address of 9200 Florida Blvd., Walker, Louisiana 70785, on August 16, 2021. The Post Office returned this letter with the designation "Return to Sender/Vacant/Unable to Forward." ODC mailed a second correspondence to the respondent's secondary/residential address of 29447 Tulip St., Walker, Louisiana 70785 and the respondent's preferred/office address, P.O. Box 1758, Walker, Louisiana 70785, on August 25, 2021. The letter sent to the preferred/office address was also returned. However, the correspondence mailed to the respondent's secondary/residential address was delivered on August 27, 2021. On September 10, 2021, the respondent wrote to ODC and confirmed a fifteen-day extension of time to respond to the complaint. The respondent intentionally failed to respond, and a subpoena and subpoena duces tecum were issued for the respondent's appearance to provide a sworn statement.

The respondent was personally served with the subpoena on April 4, 2022. The respondent's sworn statement was scheduled for April 21, 2022; however, the respondent intentionally failed to appear, and a *proces verbal* was taken. To date, the respondent has intentionally refused to respond to this complaint. On June 20, 2022, ODC received notice that the respondent had intentionally abandoned her law office and left behind her client files.

Seth Templain met with the respondent in March 2020 to discuss obtaining custody of his nephew. The respondent suggested an adoption, and Mr. Templain provided an advance deposit of \$1,000. One week after the initial meeting, the child's father agreed to joint custody, with Mr. Templain being named the domiciliary parent. Mr. Templain contacted the respondent to draft the necessary paperwork and schedule a time to sign the documents. The respondent intentionally failed to respond to Mr. Templain's requests. Mr. Templain went by the office in February 2021, but the office was closed, and there was a "for lease" sign. As a result, Mr. Templain had to hire another attorney to complete the work. Mr. Templain wants a refund of his advance deposit. ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785, on December 20, 2021. The Post Office returned this letter with the designation "Return to Sender/Not Deliverable as Addressed/Unable to Forward." The respondent was personally served with a subpoena to appear for her sworn statement on April 4, 2022. The respondent's sworn statement was scheduled for April 21, 2022; however, the respondent intentionally failed to appear, and a *proces verbal* was taken.¹² To date, the respondent has intentionally refused to respond to this complaint.

John Bailey, III, hired the respondent on November 7, 2021, to represent him in a child custody case concerning his grandchildren. Mr. Bailey paid the respondent \$3,500. The court date was set for January 27, 2022, but then re-set by the Judge for March 9, 2022. Mr. Bailey has been

unable to reach the respondent and has never been provided with proof that the respondent performed any services on his behalf. ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785, on July 18, 2022. The Post Office confirms delivery of this letter on July 19, 2022.¹⁴ Having received no response, on August 23, 2022, ODC sent the respondent a second request seeking a response. This request was sent to all of the respondent's known physical and e-mail addresses. To date, the respondent has intentionally failed to respond to this complaint.

Tarva Jackson consulted with the respondent on February 14, 2022, to handle her divorce proceedings. Ms. Jackson paid a \$100 consultation fee; on February 15, 2022, she paid \$3,500 for representation. On February 18, 2022, the respondent added Petition for Divorce document in her online case file but did not tell her so she could review the documents and suggest changes. Ms. Jackson questioned the respondent a few days later about when she could sign the documents and discuss a restraining order against her ex-husband, but the respondent intentionally never answered. Ms. Jackson showed up at the respondent's office for her scheduled meeting to sign the paperwork, and then the respondent filed the paperwork with the court. Ms. Jackson texted the respondent several times to check on the status of things and never received a response. On May 3, 2022, Ms. Jackson texted the respondent and asked for a refund after not hearing from the respondent. On May 16, 2022, Ms. Jackson consulted with another attorney and was informed that she had a court date in April. Ms. Jackson texted the respondent again on May 19, 2022, requesting a refund, but she has never heard from the respondent. The respondent has intentionally ignored Ms. Jackson's requests for a refund. ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785,

on September 27, 2022. The respondent signed for acceptance of this letter on October 12, 2022. To date, the respondent has intentionally refused to respond to this complaint

Brooke Brumley hired the respondent for custody issues. The respondent was paid \$5,000. The respondent took on the child custody case in Livingston Parish, which involved issues of abuse of the minor child. A temporary restraining order was being ordered until the case was closed by the police. The respondent was hired to file for custody of the child and have a trial. The respondent did not file any papers on Ms. Brumley's behalf. The respondent failed to notify Ms. Brumley that the respondent was ineligible to practice law in Louisiana. The respondent was declared ineligible to practice law effective September 16, 2022, for failing to pay the respondent's bar dues and disciplinary assessment. The respondent received court orders on Ms. Brumley's behalf but intentionally failed to notify her, resulting in a continuance by the court due to Ms. Brumley not knowing about the court date. The respondent still has \$3,000 of Ms. Brumley's money and intentionally refuses to return her phone calls. ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785, on January 10, 2023. The Post Office returned this letter with the designation "Return to Sender/Unclaimed/Unable to Forward." To date, the respondent has intentionally failed to respond to this complaint.

RULES VIOLATED

Respondent violated Rule 1.3 in failing to act with reasonable diligence and promptness in the following regards:

Ms. LaMonica had to hire another attorney to resolve her case.

Mr. Bailey has been unable to reach the respondent and has never been provided with proof that the respondent performed any services on his behalf.

The respondent was hired to file for custody of the child and have a trial. The respondent did not file any papers on Ms. Brumley's behalf. The respondent failed to notify Ms. Brumley that the respondent was ineligible to practice law in Louisiana.

Respondent violated Rule 1.4 when she failed to reasonably consult with the client about the means by which the client's objectives are to be accomplished; failed to keep the client reasonably informed about the status of the matter; and failed to promptly comply with reasonable requests for information in the following matters:

Ms. LaMonica made numerous efforts to contact the respondent without success. Ms. LaMonica had to hire another attorney to complete her case. Ms. LaMonica has attempted to get a refund, but the respondent has intentionally refused to return her calls.

Mr. Templain contacted the respondent to draft the necessary paperwork and schedule a time to sign the documents. The respondent intentionally failed to respond to Mr. Templain's requests. Mr. Templain went by the office in February 2021, but the office was closed, and there was a "for lease" sign.

Mr. Bailey has been unable to reach the respondent and has never been provided with proof that the respondent performed any services on his behalf.

Ms. Jackson questioned the respondent a few days later about when she could sign the documents and discuss a restraining order against her ex-husband, but the respondent intentionally never answered.

The respondent failed to notify Ms. Brumley that the respondent was ineligible to practice law in Louisiana. The respondent was declared ineligible to practice law effective September 16, 2022, for failing to pay the respondent's bar dues and disciplinary assessment.

Respondent violated Rule 1.5 when, upon termination, he did not immediately refund to his clients the unearned portion of the fees paid, nor did the respondent hold it in trust, nor did the respondent suggest a means of prompt resolution. Respondent violated Rule 1.15. Safekeeping Property by failing to promptly deliver to his clients the funds (*i.e.* unearned fees) that the clients were entitled to receive, nor did he render a full accounting regarding such property. As detailed in the deemed admitted formal charges, the respondent collected over \$16,000 in fees but provided little to no representation to her clients. The unearned fees were not returned or protected in accordance with Rules of Professional Conduct.

Respondent violated Rule 1.16 when she failed to take steps to the extent reasonably practicable to protect her client's interests upon termination of the representation .

Ms. LaMonica has made numerous efforts to contact the respondent without success. Ms. LaMonica had to hire another attorney to complete her case. Ms. LaMonica has attempted to get a refund, but the respondent has intentionally refused to return her calls.

The respondent intentionally failed to respond to Mr. Templain's requests. Mr. Templain went by the office in February 2021, but the office was closed, and there was a "for lease" sign. As a result, Mr. Templain had to hire another attorney to complete the work.

On May 3, 2022, Ms. Jackson messaged the respondent and asked for a refund after not hearing from the respondent. On May 16, 2022, Ms. Jackson consulted with another attorney and was informed that she had a court date in April. Ms. Jackson texted the respondent again on May 19, 2022, requesting a refund, but she has never heard from the respondent. The respondent has intentionally ignored Ms. Jackson's requests for a refund.

The respondent did not file any papers on Ms. Brumley's behalf. The respondent failed to notify Ms. Brumley that the respondent was ineligible to practice law in Louisiana. The respondent

was declared ineligible to practice law effective September 16, 2022, for failing to pay the respondent's bar dues and disciplinary assessment. The respondent received court orders on Ms. Brumley's behalf but intentionally failed to notify her, resulting in a continuance by the court due to Ms. Brumley not knowing about the court date. The respondent still has \$3,000 of Ms. Brumley's money and intentionally refuses to return her phone calls.

Respondent violated Rule 8.1 in failing to cooperate with LADB in its investigation of the following matters in the following particulars

LaMonica matter:

ODC mailed notice of this complaint to the respondent's then-primary registration address of 9200 Florida Blvd., Walker, Louisiana 70785, on August 16, 2021. The Post Office returned this letter with the designation "Return to Sender/Vacant/Unable to Forward." ODC mailed a second correspondence to the respondent's secondary/residential address of 29447 Tulip St., Walker, Louisiana 70785 and the respondent's preferred/office address, P.O. Box 1758, Walker, Louisiana 70785, on August 25, 2021. The letter sent to the preferred/office address was also returned. However, the correspondence mailed to the respondent's secondary/residential address was delivered on August 27, 2021. On September 10, 2021, the respondent wrote to ODC and confirmed a fifteen-day extension of time to respond to the complaint. The respondent intentionally failed to respond, and a subpoena and subpoena duces tecum were issued for the respondent's appearance to provide a sworn statement.

The respondent was personally served with the subpoena on April 4, 2022. The respondent's sworn statement was scheduled for April 21, 2022; however, the respondent intentionally failed to appear, and a *proces verbal* was taken. To date, the respondent has

intentionally refused to respond to this complaint. On June 20, 2022, ODC received notice that the respondent had intentionally abandoned her law office and left behind her client files.

Templain matter:

ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785, on December 20, 2021. The Post Office returned this letter with the designation "Return to Sender/Not Deliverable as Addressed/Unable to Forward." The respondent was personally served with a subpoena to appear for her sworn statement on April 4, 2022. The respondent's sworn statement was scheduled for April 21, 2022; however, the respondent intentionally failed to appear, and a *proces verbal* was taken. To date, the respondent has intentionally refused to respond to this complaint.

Bailey matter:

ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785, on July 18, 2022. The Post Office confirms delivery of this letter on July 19, 2022. Having received no response, on August 23, 2022 ODC sent the respondent a second request seeking a response. This request was sent to all of the respondent's known physical and e-mail addresses. To date, the respondent has intentionally failed to respond to this complaint.

Jackson matter:

ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785, on September 27, 2022. The respondent signed for acceptance of this letter on October 12, 2022. To date, the respondent has intentionally refused to respond to this complaint.

Brumley matter:

ODC mailed notice of this complaint to the respondent's primary registration address of 13475 Vera McGowan Road, Suite C, Walker, Louisiana 70785, on January 10, 2023. The Post Office returned this letter with the designation "Return to Sender/Unclaimed/Unable to Forward." To date, the respondent has intentionally failed to respond to this complaint.

Respondent violated Rule 8.4(a) and (c) by intentionally and dishonestly failing to perform services on behalf of her clients.

SANCTION

Louisiana Supreme Court Rule XIX, §10(C), states that when imposing a sanction after a finding of lawyer misconduct, a committee shall consider the following factors:

- (1) Whether the lawyer has violated a duty owed to a client, to the public, to the legal system, or to the profession;
- (2) Whether the lawyer acted intentionally, knowingly, or negligently;
- (3) The amount of the actual or potential injury caused by the lawyer's misconduct; and
- (4) The existence of any aggravating or mitigating factors.

Here, Respondent violated duties owed to Lauren LaMonica, Seth Templain, John Bailey III, Tarva Jackson, and Brooke Brumley. She acted knowingly and intentionally. The respondent's misconduct caused actual harm to multiple clients who paid for services not performed, including approximately \$3,000 taken from Lauren LaMonica, \$1,000 from Seth Templain, \$3,500 from John Bailey, III, \$2,500 from Tarva Jackson and \$5,000 from Brooke Brumley. The respondent also harmed the legal profession in failing to cooperate with the ODC.

The *ABA Standards for Imposing Lawyer Sanctions* suggest that disbarment is the baseline sanction for Respondent's misconduct. Standard 4.41 states: "4.41 Disbarment is generally

appropriate when: (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.” The facts of this matter clearly indicate that the respondent has abandoned her law practice, knowingly and intentionally failed to perform services for five clients, and engaged in a pattern of neglect. This misconduct has caused serious harm to her clients.

The following ABA Standard 9.22 aggravating factors are present as to the respondent:

1. dishonest or selfish motive;
2. a pattern of misconduct;
3. multiple offenses;
4. bad faith obstruction of the disciplinary proceeding by intentionally failing to comply with rules or orders of the disciplinary agency;
5. refusal to acknowledge the wrongful nature of conduct;
6. the vulnerability of the victims;
7. substantial experience in the practice of law; and
8. indifference to making restitution.

The only mitigating factor under ABA Standard 9.32 is the lack of a prior disciplinary record.

The Committee reviewed the numerous cases cited by ODC to support its argument that permanent disbarment is the appropriate sanction in this matter. However, in terms of the amount financial harm and volume of clients affected, the facts of this matter do not appear to be as serious as the misconduct in the cases cited by ODC. Of the cases cited by ODC, the facts of this matter are most analogous to those in *In re Meyer*, which involved harm to six clients. 2013-2410 (La. 1/17/14), 131 So. 3d 43. The deemed admitted record established that Mr. Meyer neglected his clients’ legal matters, failed to communicate with his clients, failed to refund unearned fees, and failed to return his clients’ files. Mr. Meyer also failed to cooperate with ODC by failing to update his primary registration address with the Louisiana State Bar Association and by failing to produce

a copy of a client's file, despite promising to do so during a sworn statement. The Court observed that disbarment was the baseline sanction for the respondent's misconduct. In aggravation, the respondent engaged in a pattern of misconduct, multiple offenses, bad faith obstruction of the disciplinary proceeding by intentionally failing to comply with the rules or orders of the disciplinary agency, and vulnerability of the victims. The only mitigating factor was the absence of a prior disciplinary record. Specifically noting that Mr. Meyer failed to refund unearned fees paid by his clients, effectively converting those funds to his own use, the Court permanently disbarred Meyer under Guideline 1. However, two justices dissented in favor of a more lenient sanction.

Furthermore, because this is a deemed admitted matter, the Committee lacks sufficient factors to make findings in accordance with Louisiana Supreme Court Rule XIX, §10(A)(1).⁵ Accordingly, the Committee recommends that the respondent be disbarred.

CONCLUSION

Given the facts deemed to be admitted, the corresponding exhibits, the submissions of the ODC and consideration of the Rule XIX, §10C factors outlined above, particularly the fact that the aggravating factors substantially outweigh the mitigating factors, the serious nature of the rule violations, and the repeated misconduct engaged in by the respondent, and the respondent's complete lack of respect for the authority of the Louisiana Supreme Court, disbarment is the appropriate sanction to be imposed. In addition, the respondent should have to pay restitution to her clients and/or the Client Assistance Fund for unearned fees she has improperly converted to

⁵ This rule states, in pertinent part: "...However, the court shall only impose permanent disbarment upon an express finding of the presence of the following factors: (1) the lawyer's misconduct is so egregious as to demonstrate a convincing lack of ethical and moral fitness to practice law; and (2) there is no reasonable expectation of significant rehabilitation in the lawyer's character in the future. ..."

her own personal use and be assessed costs and expenses of the proceeding pursuant to Rule XIX,
§ 10.1

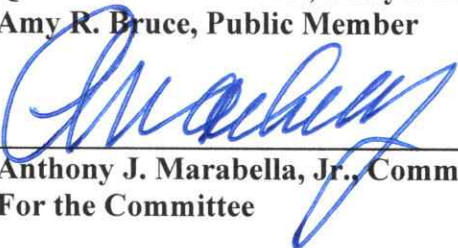
This opinion is unanimous and has been reviewed by each committee member, who fully
concur and who have authorized **Anthony J. Marabella, Jr.**, to sign on their behalf.

Bala Roye, Louisiana, this 11th day of Sept, 2023.

**Louisiana Attorney Disciplinary Board
Hearing Committee # 30**

**Anthony J. Marabella, Jr., Committee Chair
Quintillis K. Lawrence, Lawyer Member
Amy R. Bruce, Public Member**

BY:



**Anthony J. Marabella, Jr., Committee Chair
For the Committee**

APPENDIX

Rule 1.3. Diligence

A lawyer shall act with reasonable diligence and promptness in representing a client.

Rule 1.4. Communication

(a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

(b) The lawyer shall give the client sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued.

(c) A lawyer who provides any form of financial assistance to a client during the course of a representation shall, prior to providing such financial assistance, inform the client in writing of the terms and conditions under which such financial assistance is made, including but not limited to, repayment obligations, the imposition and rate of interest or other charges, and the scope and limitations imposed upon lawyers providing financial assistance as set forth in Rule 1.8(e).

Rule 1.5. Fees

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent.

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Paragraph (d) or other law. A contingent fee agreement shall be in a writing signed by the client. A copy or duplicate original of the executed agreement shall be given to the client at the time of execution of the agreement. The contingency fee agreement shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; the litigation

and other expenses that are to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

(d) A lawyer shall not enter into an arrangement for, charge, or collect: (1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof; or (2) a contingent fee for representing a defendant in a criminal case.

(e) A division of fee between lawyers who are not in the same firm may be made only if: (1) the client agrees in writing to the representation by all of the lawyers involved, and is advised in writing as to the share of the fee that each lawyer will receive; (2) the total fee is reasonable; and (3) each lawyer renders meaningful legal services for the client in the matter.

(f) Payment of fees in advance of services shall be subject to the following rules: (1) When the client pays the lawyer a fee to retain the lawyer's general availability to the client and the fee is not related to a particular representation, the funds become the property of the lawyer when paid and may be placed in the lawyer's operating account. (2) When the client pays the lawyer all or part of a fixed fee or of a minimum fee for particular representation with services to be rendered in the future, the funds become the property of the lawyer when paid, subject to the provisions of Rule 1.5(f)(5). Such funds need not be placed in the lawyer's trust account, but may be placed in the lawyer's operating account. (3) When the client pays the lawyer an advance deposit against fees which are to accrue in the future on an hourly or other agreed basis, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may transfer these funds as fees are earned from the trust account to the operating account, without further authorization from the client for each transfer, but must render a periodic accounting for these funds as is reasonable under the circumstances. (4) When the client pays the lawyer an advance deposit to be used for costs and expenses, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may expend these funds as costs and expenses accrue, without further authorization from the client for each expenditure, but must render a periodic accounting for these funds as is reasonable under the circumstances. (5) When the client pays the lawyer a fixed fee, a minimum fee or a fee drawn from an advanced deposit, and a fee dispute arises between the lawyer and the client, either during the course of the representation or at the termination of the representation, the lawyer shall immediately refund to the client the unearned portion of such fee, if any. If the lawyer and the client disagree on the unearned portion of such fee, the lawyer shall immediately refund to the client the amount, if any, that they agree has not been earned, and the lawyer shall deposit into a trust account an amount representing the portion reasonably in dispute. The lawyer shall hold such disputed funds in trust until the dispute is resolved, but the lawyer shall not do so to coerce the client into accepting the lawyer's contentions. As to any fee dispute, the lawyer should suggest a means for prompt resolution such as mediation or arbitration, including arbitration with the Louisiana State Bar Association Fee Dispute Program.

Rule 1.15. Safekeeping Property

(a) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Except as provided in (g) and the IOLTA Rules below, funds shall be kept in one or more separate interest-bearing client trust accounts maintained in a bank or savings and loan association: 1) authorized by federal or state law to do business in Louisiana, the deposits of which are insured by an agency of the federal government; 2) in the state where the lawyer's primary office is situated, if not within Louisiana; or 3) elsewhere with the consent of the client or third person. No earnings on a client trust account may be made available to or utilized by a lawyer or law firm. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

...

(d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. For purposes of this rule, the third person's interest shall be one of which the lawyer has actual knowledge, and shall be limited to a statutory lien or privilege, a final judgment addressing disposition of those funds or property, or a written agreement by the client or the lawyer on behalf of the client guaranteeing payment out of those funds or property. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

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Rule 1.16. Declining or Terminating Representation

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(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. Upon written request by the client, the lawyer shall promptly release to the client or the client's new lawyer the entire file relating to the matter. The lawyer may retain a copy of the file but shall not condition release over issues relating to the expense of copying the file or for any other reason. The responsibility for the cost of copying shall be determined in an appropriate proceeding.

Rule 8.1. Bar Admission and Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not:

...

(b) Fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter, or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this rule does not require disclosure of information otherwise protected by Rule 1.6; or