

LOUISIANA ATTORNEY DISCIPLINARY BOARD

IN RE: DAVID BELFIELD III

DOCKET NO. 23-DB-059

Louisiana Attorney Disciplinary Board

FILED by: 

Docket#

23-DDB-059

Filed-On

3/18/2025

REPORT OF HEARING COMMITTEE # 45

INTRODUCTION

This attorney disciplinary matter arises out of formal charges consisting of five counts filed by the Office of Disciplinary Counsel (“ODC”) against David Belfield III (“Respondent”), Louisiana Bar Roll Number 19480.¹ ODC alleges that Respondent violated the following Rules of Professional Conduct: 1.3, 1.4, 1.5(f)(5), and 8.1(c).²

PROCEDURAL HISTORY

The formal charges were filed on September 26, 2023. Respondent filed an answer to the charges on November 3, 2023. The hearing of this matter was held on May 23 and July 26, 2024. Deputy Disciplinary Counsel Robin K. Mitchell appeared on behalf of ODC. Respondent appeared *pro se*.

For the following reasons, the Committee finds that the Respondent violated the Rules of Professional Conduct, specifically, Rule 1.3, 1.4, 1.5, and 8.1. and recommends that the Respondent be suspended from the practice of law for one year and one day. Additionally, the Committee recommends that the Respondent should refund the unearned portion of the legal fees to Ms. Rayford and Mr. Joseph as well as to pay all costs and expenses of this proceeding.

¹ Respondent was admitted to the practice of law in Louisiana on October 6, 1989. Respondent is currently eligible to practice law.

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

FORMAL CHARGES

The formal charges read, in pertinent part:

Count 1 (ODC File No. 0039854- Carlas Rayford Complaint)

On March 10, 2022, the ODC received a complaint from Carlas Rayford. Ms. Rayford hired Respondent on October 10, 2019, and paid him a fixed fee of \$2,500.00, for representation in a divorce, spousal support, and community property partition in Orleans Parish. Ms. Rayford believed she was granted a divorce in 2021 but has been unable to obtain a record of her divorce from Orleans Parish Court. Ms. Rayford has attempted to contact Respondent since that time, but Respondent has failed to return her calls. Ms. Rayford asked Respondent for a refund, but Respondent failed to refund any portion of the fees.

On March 24, 2022, ODC forwarded Respondent notice of the complaint via certified mail and a request to respond within fifteen (15) calendar days. The Respondent failed to provide a response to the ODC. On May 25, 2022, the ODC forwarded Respondent a second notice of complaint, which requested a response within fifteen (15) calendar days. On June 15, 2022, Respondent faxed a written response to ODC, which was incomplete.

On July 26, 2022, the ODC forwarded Respondent a request to provide a complete copy of his response, as well as a request to provide additional information and documentation pertaining to the underlying matter within fifteen (15) days. Instead of providing a timely response containing the requested information and documentation, on August 19, 2022, Respondent forwarded correspondence to the ODC requesting the complaint be forwarded to the LSBA Fee Dispute Resolution Program.

On August 23, 2022, the ODC forwarded Respondent correspondence explaining the ODC cannot close the complaint or forward same to the LSBA Fee Dispute Resolution Program without receiving Respondent's complete response to the allegations and the additional information and documentation requested in prior correspondence. The correspondence requested Respondent provide same within fifteen (15) calendar days. Once again, instead of providing the requested information and documentation, on September 13, 2022, the Respondent forwarded ODC a response indicating he requested the investigations and hearings in this matter be handled by the LSBA Fee Dispute Resolution program.

On September 20, 2022, the ODC forwarded Respondent correspondence explaining that although he enrolled in the LSBA Fee Dispute Resolution Program, he had yet to comply with the ODC request for a complete response and request for additional information and documentation and provided Respondent with an additional fifteen (15) days to comply, or a subpoena would be issued for his appearance and sworn statement. The Respondent failed to respond.

On November 3, 2022, ODC forwarded correspondence notifying Respondent that ODC had received his telephone message on October 21, 2022, indicating he was hospitalized. The correspondence explained the ODC had attempted to contact Respondent on multiple occasions since that time without success, and requested Respondent contact the ODC immediately, or a subpoena would be issued for his sworn statement. On November 3, 2022, Respondent telephoned the ODC and explained he would review outstanding matters and provide responses within a few days.

On November 10, 2022, the Respondent delivered to the ODC a response to Ms. Rayford's complaint, dated November 6, 2022, and a copy of his client file pertaining to Ms. Rayford. Respondent's response explained his failure to cooperate was because of medical reasons, but he provided no documentation. Respondent's answer explained that he was hired by Ms. Rayford for \$2,500.00 to file a divorce only. Respondent claimed the legal matter was delayed because of difficulty in getting the defendant served, but the divorce was granted. Respondent's answer stated he requested the LSBA Fee Dispute Resolution Program to arbitrate the fee dispute because Complainant wanted a full refund. Respondent's response did not address the allegation of failure to communicate with Ms. Rayford.

On December 2, 2022, the ODC forwarded Respondent a written request that he respond to the allegation of failure to communicate within fifteen (15) calendar days. Respondent failed to respond to the ODC.

On March 16, 2023, the ODC served Respondent a Subpoena and Subpoena Duces Tecum for his sworn statement and production of both the original and a copy of the complete client file to the ODC on April 18, 2023. On April 11, 2023, Respondent faxed ODC a request to reschedule sworn statement based on a surgery scheduled for April 18th. On April 11, 2023, the ODC forwarded Respondent a written request for information and documentation of the pending surgery, and a request for available dates in the future. On April 17, 2023, the Respondent provided documentation he was having surgery on April 18, 2023, and indicated he would call ODC the following week to re-schedule the sworn statement. Respondent failed to contact the ODC.

Having received no response, on May 2, 2023, the ODC forwarded Respondent a letter requesting he contact the ODC to provide dates for a sworn statement. Having received no response, on May 25, 2023, the ODC served Respondent with a Subpoena and Subpoena Duces Tecum for his appearance to provide a sworn statement and production of documents on July 18, 2023.

On July 18, 2023, Respondent appeared at the ODC for his sworn statement and brought his original client file. Respondent denied the failure to communicate with Ms. Rayford. Respondent testified he did not sign a contract with Ms. Rayford

but agreed to handle the divorce only for a fixed fee of \$2,500.00 - unless they encountered problems, and they never agreed to amend the fee. Respondent testified he filed the petition, but the delay occurred because they could not get the defendant served. Respondent testified he obtained a Judgment of Divorce for Ms. Rayford, but it was not in his file. Respondent explained that he received a letter from the LSBA Fee Dispute Program refunding his application to arbitrate the fee because Ms. Rayford refused to participate in arbitration.

During the sworn statement on July 18, 2023, the ODC requested Respondent to provide ODC with a copy of the documentation he received from the LSBA, and a copy of Ms. Rayford's Judgment of Divorce. Also on July 18, 2023, the ODC forwarded Respondent a written request for that same documentation, as well as documentation of his numerous medical conditions that prevented him from cooperating with the ODC in this investigation and required him to provide same within twenty (20) calendar days. The Respondent failed to provide a response.

On August 8, 2023, the ODC E-mailed a courtesy reminder to Respondent that the documentation was past due and requested he provide same. Respondent failed to provide ODC with the requested documentation.

The ODC obtained a copy of pertinent documents from Ms. Rayford's case record from the Orleans Parish Clerk of Court online database. The case record contains a Judgment of Divorce signed by Judge Jupiter on August 17, 2021, which is stamped "DENIED." On September 15, 2023, Judge Jupiter confirmed to the ODC that although the divorce was granted, the Judgment was denied because of improper form; therefore, the parties are not divorced because a judgment has not been rendered.

Respondent violated Rule 1.3 by failing to act with reasonable diligence and promptness in Ms. Rayford's case by failing to complete Ms. Rayford's divorce, spousal support, and partition of community property. Respondent violated Rule 1.4 by failing to keep Ms. Rayford reasonably informed about the status of her legal matter, and failing to comply with Ms. Rayford's reasonable requests for information. Respondent violated Rule 1.5(f)(5) by failing to return the unearned portion of his legal fees. Respondent violated Rule 8.1(c) by failing to cooperate with ODC throughout the investigation by failing to provide timely responses and failing to provide requested documentation.

There is clear and convincing evidence the Respondent has violated Rules 1.3, 1.4, 1.5(f)(5), and 8.1 (c) of the Rules of Professional Conduct.

Count 2 (ODC File 40271 -Mason Caesar Complaint)

On August 12, 2022, the ODC received a complaint from Mason Ceasar. Mr. Caesar hired Respondent in February of 2022, for representation in a criminal

case for a fixed fee of \$3,000.00. Mr. Caesar alleged Respondent failed to communicate with him, neglected his case, and failed to appear in court on his behalf. Mr. Caesar also requested Respondent refund the unearned portion of his legal fees.

On August 23, 2022, the ODC forwarded Respondent notice of the complaint (via certified mail and E-mail), which included a request to respond within fifteen (15) calendar days. The ODC did not receive a timely response to the complaint.

On September 13, 2022, the Respondent forwarded ODC a response to the complaint, which did not address the allegations, but requested the LSBA Fee Dispute Resolution program handle the investigation and hearing in the instant matter.

On September 20, 2022, the ODC forwarded Respondent correspondence explaining that although he enrolled in the LSBA Fee Dispute Resolution Program, he had yet to comply with the ODC request for a complete response to the allegations in the complaint, and requested Respondent provide same within fifteen (15) calendar days. Respondent failed to respond.

On November 3, 2022, ODC forwarded correspondence notifying Respondent that ODC had received his telephone message on October 21, 2022, indicating he was hospitalized. The correspondence explained the ODC had attempted to contact Respondent on multiple occasions since that time without success and requested Respondent contact the ODC immediately, or a subpoena would be issued for his sworn statement. On November 3, 2022, Respondent telephoned the ODC and explained he would review outstanding matters and provide responses within a few days.

On November 10, 2022, the Respondent provided ODC with a copy of his client file pertaining to Mason Caesar, which included a typed response to the complaint.

On December 5, 2022, ODC forwarded Respondent a request to provide additional information and documentation pertaining to the complaint and underlying representation within fifteen (15) calendar days. Respondent failed to respond.

On March 16, 2023, the ODC served Respondent a Subpoena and Subpoena Duces Tecum for his sworn statement and production of his complete client file on April 18, 2023. On April 11, 2023, Respondent faxed ODC a request to reschedule sworn statement based on a surgery scheduled for April 18th. That same day, ODC forwarded Respondent a written request for information and documentation of the pending surgery, and available dates in the future. On April 17, 2023, the Respondent provided documentation he was having surgery on April 18, 2023, and

indicated he would call ODC the following week to re-schedule the sworn statement. Respondent failed to contact the ODC.

After receiving no response from Respondent concerning available dates, on May 2, 2023, the ODC forwarded Respondent a letter requesting he contact the ODC to provide dates for a sworn statement. Respondent failed to contact the ODC.

Having received no response, on May 25, 2023, the ODC served Respondent with a Subpoena and Subpoena Duces Tecum for his appearance to provide a sworn statement and production of documents on July 18, 2023.

Respondent appeared on July 18, 2023, for his sworn statement. Respondent testified pertaining to the work he performed on behalf of Mr. Caesar, and that Mr. Caesar ultimately requested a refund. Respondent testified that he registered with the LSBA Fee Dispute Resolution to arbitrate the return of a portion of the legal fees to Mr. Caesar, but Mr. Caesar failed to participate.

During the sworn statement on July 18, 2023, the ODC requested Respondent provide ODC copies of the LSBA Fee Dispute Resolution Program documentation indicating that Mr. Caesar failed to participate in the process. Also on July 18, 2023, the ODC forwarded Respondent a written request for that documentation, as well as documentation of his numerous medical conditions that prevented him from cooperating with the ODC in this investigation. Respondent failed to respond.

On August 8, 2023, the ODC E-mailed a courtesy reminder to Respondent that the documentation was past due and requested he provide same. Respondent has failed to provide ODC with the requested documentation.

The Complainant, Mason Caesar, has been uncooperative with the ODC's investigation. Therefore, there is no evidence that the Respondent has violated the Rules of Professional Conduct as alleged by Mr. Caesar; however, there is clear and convincing evidence the Respondent has violated Rule 8.1(c) by failing to cooperate with Office of Disciplinary Counsel.

Count 3 (ODC File No. 40276 - Terri Van Buren Complaint)

On August 17, 2022, the ODC received a complaint from Terri Van Buren. Ms. Van Buren hired Respondent on May 19, 2022, to probate a succession involving immovable property. Ms. Van Buren agreed to a fixed fee of \$5,000.00 and paid the Respondent a deposit of \$2,500.00 to get started on her case. Respondent neglected Ms. Van Buren's case, failed to enroll in her case, and failed to communicate with Ms. Van Buren. Ms. Van Buren terminated Respondent on June 29, 2022, and requested a refund of her unearned fees on several occasions, but Respondent failed to refund any portion of the legal fees or address her requests.

On August 23, 2022, the ODC forwarded Respondent notice of the complaint and a request to respond within fifteen (15) calendar days, which was sent via certified mail and E-mail. Respondent failed to provide a response.

On November 3, 2022, ODC forwarded correspondence notifying Respondent that ODC had received his telephone message on October 21, 2022, indicating he was hospitalized. The correspondence explained the ODC had attempted to contact Respondent on multiple occasions since that time without success, and requested Respondent contact the ODC immediately, or a subpoena would be issued for his sworn statement. On November 3, 2022, Respondent telephoned the ODC and explained he would review outstanding matters and provide responses within a few days.

On November 10, 2022, the Respondent provided ODC with a copy of his client file pertaining to Terri Van Buren which included a response dated November 6, 2022. Respondent also claimed he failed to timely respond and cooperate because of medical conditions but provided no documentation. Respondent's answer explained Respondent copied the court record and was reviewing the documents in preparation of filing pleadings but was terminated by Ms. Van Buren because he had not filed anything. Respondent's answer also stated that Respondent decided to refer this matter to the LSBA Fee Dispute Resolution Program to arbitrate the return of the fee.

On December 19, 2022, the ODC forwarded Respondent a supplemental complaint from Ms. Van Buren along with a request to provide ODC with a response including additional information and documentation within fifteen (15) calendar days. The Respondent failed to provide a response.

March 16, 2023, the ODC served Respondent a Subpoena and Subpoena Duces Tecum for his sworn statement and production of a complete client file on April 18, 2023. On April 11, 2023, Respondent faxed ODC a request to reschedule sworn statement based on a surgery scheduled for April 18th. That same day, ODC forwarded Respondent a written request for information and documentation of the pending surgery, and available dates for a sworn statement in the future. On April 17, 2023, the Respondent provided ODC documentation indicating he was having surgery on April 18, 2023, which also indicated he would call ODC the following week to re-schedule the sworn statement. Respondent failed to contact ODC.

Having received no response from Respondent for available dates, on May 2, 2023, the ODC forwarded Respondent a letter requesting he contact the ODC to provide dates for a sworn statement. The Respondent failed to contact the ODC.

Having received no response, on May 25, 2023, the ODC served Respondent with a Subpoena and Subpoena Duces Tecum for his appearance to provide a sworn statement and production of documents on July 18, 2023.

Respondent appeared on July 18, 2023, for his sworn statement. Respondent testified he failed to cooperate with the ODC due to medical reasons, but did not provide documentation. Respondent testified he believed the instant matter was referred to the LSBA Fee Dispute Resolution Program. Respondent testified the LSBA fee arbitration was complete and an opinion was rendered on June 7, 2023, instructing Respondent to refund all but \$1,200.00. Respondent testified he had not refunded the money but would refund the unearned fee to Ms. Van Buren pursuant to the opinion by the end of the week (Friday July 21, 2023). Respondent failed to do so.

During the sworn statement on July 18, 2023, the ODC requested Respondent provide ODC copies of the LSBA Fee Dispute Resolution Program documentation and opinion pertaining to Ms. Van Buren, documentation that he has paid Ms. Van Buren the amount of money awarded by the LSBA Fee Dispute Resolution Program, and documentation of his numerous medical conditions that prevented him from cooperating with the ODC in this investigation within twenty (20) calendar days. Respondent failed to respond.

On August 8, 2023, the ODC E-mailed a courtesy reminder to Respondent that the documentation was past due and requested he provide same. Respondent has failed to provide ODC with the requested documentation.

On September 9, 2023, the ODC received documentation from Ms. Van Buren, which indicated Respondent has neglected to adhere to the ruling of the LSBA Fee Dispute Resolution Program arbitration opinion rendered on June 7, 2023, despite being contacted by the LSBA on multiple occasions. On September 25, 2023, Ms. Van Buren advised the ODC that she received payment from Respondent on September 22, 2023; however, Respondent has not provided the requested documentation to the ODC.

There is clear and convincing evidence the Respondent has violated Rules 1.3, 1.4, 1.5(f)(5), and 8.1(c) of the Rules of Professional Conduct.

Count 4 (ODC File No. 40517 - Alvin Anthony Joseph Complaint)

On November 3, 2022, the ODC received a complaint from Alvin Anthony Joseph. Mr. Joseph hired Respondent on September 13, 2021, for representation in a criminal case in Lafayette Parish. Mr. Joseph and Respondent agreed to a fixed fee of \$3,000.00, which would increase if the case went to trial. Mr. Joseph paid Respondent a total of \$2,900.00. Respondent failed to communicate with Mr. Joseph and keep him reasonably informed as to the status of his case. Respondent neglected Mr. Joseph's case and failed to appear in court on two occasions, which resulted in the Judge issuing an attachment for the Respondent. The attachment was later recalled. Mr. Joseph requested a refund, but Respondent failed to return any portion of the fixed fee despite telling Mr. Joseph he would do so.

On November 17, 2022, ODC forwarded Respondent notice of the complaint (sent via certified mail and E-mail), which required a written response within fifteen (15) calendar days. The ODC received supplemental complaint from Mr. Joseph (Court Minutes indicating the Court ordered a writ of attachment on Respondent for failing to appear). On November 22, 2022, the ODC forwarded the supplemental complaint to Respondent, so that Respondent could address the supplemental complaint in his written response. Respondent failed to provide ODC with a response to the complaint.

On March 16, 2023, the ODC served Respondent a Subpoena and Subpoena Duces Tecum for his sworn statement and production of a complete copy of his client file on April 18, 2023. On April 11, 2023, Respondent faxed ODC a request to reschedule sworn statement based on a surgery scheduled for April 18th. Also on April 11, 2023, the ODC forwarded Respondent a written request for information and documentation of the pending surgery, and dates in which he was available to provide a sworn statement. On April 17, 2023, the Respondent provided ODC with documentation he was having surgery on April 18, 2023, and indicating he would call ODC the following week to re-schedule the sworn statement. Respondent failed to contact the ODC.

Having received no response, on May 2, 2023, the ODC forwarded Respondent a letter requesting he contact the ODC to provide dates for a sworn statement. The Respondent failed to contact to the ODC.

Having received no response, on May 25, 2023, the ODC served Respondent with a Subpoena and Subpoena Duces Tecum for his appearance and to produce his original client file on July 18, 2023.

Respondent appeared on July 18, 2023, for his sworn statement. Respondent testified he was hired by Mr. Joseph for a fee of \$3,000.00 and received the full payment, but they agreed the fee would increase if the matter went to trial. Respondent testified he signed a contract with Mr. Joseph but could not produce same from his client file. Respondent testified he filed various motions in the case, but acknowledged he did not appear in court with Mr. Joseph on a couple occasions. Respondent could not recall exactly why he failed to appear in court for Mr. Joseph, but believed it was because of a conflict or because he was in the hospital. Respondent testified that Mr. Joseph asked for a refund of the majority of the fee, but Respondent testified he earned the entire \$3,000.00. Respondent testified he received letters from the LSBA Fee Dispute Resolution Program which was initiated by Mr. Joseph, but Respondent could not produce any documentation to demonstrate that he agreed to participate. Respondent agreed to enroll in the LSBA Fee dispute program the following day.

During the sworn statement, Respondent was directed to provide the ODC with a written response to Mr. Joseph's complaint, a copy of his client file pertaining to Mr. Joseph, and documentation that he has registered to arbitrate the fee with the

LSBA Fee Dispute Resolution Program. Also on July 18, 2023, the ODC forwarded Respondent a written request to provide ODC with documentation of his medical emergencies that prohibited him from cooperating with the ODC, a written response to Mr. Joseph's complaint including all work performed on Mr. Joseph's case, copies of documentation he provided to the Lafayette Court to have the attachment recalled, and documentation that he has enrolled in the LSBA Fee Dispute Resolution Program. Respondent failed to respond to ODC and failed to provide the requested information.

On August 8, 2023, the ODC E-mailed a courtesy reminder to Respondent that the documentation was past due, and requested he provide same. Respondent has failed to provide ODC with the requested documentation.

There is clear and convincing evidence the Respondent has violated Rules 1.3, 1.4, 1.5(f)(5), and 8.1(c) of the Rules of Professional Conduct.

Count 5 (ODC File No. 40819 -Terrence Charles Williams, Jr. Complaint)

On March 11, 2023, the ODC received a complaint from Terrence Charles Williams, Jr. Mr. Williams hired Respondent on June 16, 2022, for representation in a criminal case in Jefferson Parish for a fixed fee of \$3,000.00. The Respondent failed to communicate with Mr. Williams and neglected Mr. Williams' case by failing to appear in court on his behalf on multiple occasions.

On March 16, 2023, ODC forwarded Respondent notice of the complaint, which required a written response within fifteen (15) calendar days. The ODC also physically served Respondent with a copy of the complaint on March 16, 2023. Respondent failed to provide a response to the complaint.

On April 11, 2023, Respondent faxed ODC a request to reschedule sworn statements in other matters; however, Respondent did not address his failure to respond to the instant complaint. That same day (April 11th), ODC forwarded Respondent a written request for information and documentation of the pending surgery and a request for available dates in the future. The letter also specifically advised Respondent that he had not provided an answer to the instant complaint, which was past due and due immediately. On April 17, 2023, the Respondent provided documentation indicating he was having surgery on April 18, 2023, indicating he would call ODC the following week to re-schedule the sworn statement; however, once again, Respondent failed to address his failure to provide a response to the instant complaint. Respondent failed to contact the ODC and provide a list of available dates for a sworn statement, and also failed to provide a response to the instant complaint.

Having received no response, on May 2, 2023, the ODC forwarded Respondent a letter requesting he contact the ODC to provide dates for a sworn statement. Again, Respondent failed to respond.

On May 25, 2023, the ODC served Respondent with a Subpoena and Subpoena Duces Tecum for his appearance to provide a sworn statement and production of documents on July 18, 2023.

Respondent appeared on July 18, 2023, and provided a sworn statement to the ODC. Respondent testified he initially failed to respond to the complaint because it was around his surgery, recovery date, and medications, but later failed to provide a response because Mr. Williams told Respondent that he was satisfied with the Respondent's representation, but his father filed the complaint. During the sworn statement, Respondent was directed to provide the ODC with a written response to the allegations in the complaint, as well as the current status of Mr. Williams' case, and a copy of the attorney-client contract.

Also on July 18, 2023, the ODC forwarded Respondent a written request that he provide ODC with documentation of his medical emergencies that prohibited him from cooperating with the ODC, a written response to Mr. Williams' complaint, the status of Mr. Williams' case, and a copy of the contract within twenty (20) calendar days. Respondent failed to respond.

On August 8, 2023, the ODC E-mailed a courtesy reminder to Respondent that the documentation was past due and requested he provide same. Respondent has failed to cooperate with the ODC by failing to provide ODC with the requested documentation.

There is clear and convincing evidence the Respondent has violated Rules 1.3, 1.4, and 8.1(c) of the Rules of Professional Conduct.

EVIDENCE

The Committee reviewed the following exhibits submitted by ODC and were utilized during the hearing of **Count 1** of this matter. The Respondent did not submit evidence as he missed the deadline to file exhibits.

1. ODC 1a – Complaint filed by Carlas Rayford against Respondent on March 10, 2022.
2. ODC 1b – First Notice of Complaint forwarded via certified return receipt mail to Respondent's primary registration address on March 24, 2022.
3. ODC 1c – Second Notice of Complaint sent to Respondent's primary registration address and primary registration E-mail on May 25, 2022.
4. ODC 1d – Fax from Respondent with written response that was incomplete, dated June 15, 2022.

5. ODC 1e – ODC letter to Respondent requesting a complete copy of his response, additional information, and documentation to his primary registration address and E-mail on July 26, 2022.
6. ODC 1f – Respondent forwarded correspondence to the ODC requesting the complaint be forwarded to the LSBA Fee Dispute Resolution Program on August 19, 2022.
7. ODC 1g – ODC letter to Respondent explaining ODC requires a complete response to the allegations, additional information, and documentation as requested in prior correspondence, forwarded on August 23, 2022.
8. ODC 1h – Respondent letter to ODC requesting the complaint be handled by the LSBA Fee Dispute Resolution program on September 13, 2022.
9. ODC 1i – ODC letter to Respondent explaining that although he enrolled in the LSBA Fee Dispute Resolution Program, he had yet to comply with ODC request for a complete response.
10. ODC 1j – ODC letter to Respondent explaining the ODC had attempted to contact Respondent on multiple occasions without success and dated November 3, 2022.
11. ODC 1k – Respondent hand-delivered a response and a copy of Ms. Rayford’s client file on November 10, 2022.
12. ODC 1l – ODC letter to Respondent requesting a written response to the allegation he failed to communicate, dated December 2, 2022.
13. ODC 1m – Subpoena and Subpoena Duces Tecum served on March 16, 2023 to Respondent for his sworn statement and production of complete client file on April 18, 2023.
14. ODC 1n – Faxed request from Respondent to reschedule his sworn statement due to a surgery scheduled for the same day, received on April 11, 2023.
15. ODC 1o – ODC letter to Respondent with request for information and documentation of the pending surgery and available dates to reschedule the sworn statement dated April 11, 2023.
16. ODC 1p – Respondent provided documentation indicating he was having surgery on April 18, 2023, indicating he would call ODC the following week to reschedule the sworn statement dated April 17, 2023.
17. ODC 1q – ODC letter to Respondent requesting he contact the ODC to provide dates for a sworn statement on May 2, 2023.

18. ODC 1r – Subpoena and Subpoena Duces Tecum served on May 25, 2023 to Respondent for his sworn statement and production of complete client file on July 18, 2023.
19. ODC 1s – ODC letter to Respondent, dated July 18, 2023.
20. ODC 1t – ODC E-mail to Respondent containing a courtesy reminding that documentation was pas due dated August 8, 2023.
21. ODC 1u – Judge Jupiter’s letter to Complainant dated September 22, 2023; Notice of Signing of Judgment, dated September 22, 2023; and Judgment of Divorce dated September 19, 2023.
22. ODC 1v – Copy of Complainant’s Case Record: Carlas Rayford versus Scott Rayford, Sr., Orleans Parish Civil District Court Docket No. 2019-10723.
23. ODC 1w – Copies of text messages exchanged between Complainant and Respondent.

The following exhibits were utilized during the hearing of **Count 2** of this matter:

1. ODC 2a – Complaint filed by Mason Caesar, dated March 22, 2022.
2. ODC 2b – First Notice of Complaint forwarded to Respondent on August 23, 2023.
3. ODC 2c – Respondent’s response to ODC indicating he requested the complaint be handled by the LSBA Fee Dispute Resolution program, dated September 13, 2022.
4. ODC 2d – OCD letter to Respondent explaining that Respondent did not comply with the ODC request dated September 20, 2022.
5. ODC 2e – ODC letter to Respondent requesting he contact OCD immediately, dated November 3, 2022.
6. ODC 2f – Copy of Respondent’s client file pertaining to Mr. Ceasar.
7. ODC 2g – ODC letter to Respondent explaining that he is still required to provide a complete response, dated December 5, 2022.
8. ODC 2h – Subpoena and Subpoena Duces Tecum served on Respondent on March 16, 2023 for his sworn statement and production of his complete file.
9. ODC 2i – Faxed request from Respondent to ODC, requesting to reschedule his sworn statement, received on April 11, 2023.
10. ODC 2j – ODC letter to Respondent with request for information and documentation of the pending surgery and available dates to reschedule sworn statement, dated April 11, 2023.

11. ODC 2k – Respondent correspondence to ODC with documentation of Respondent’s pending surgery on April 18, 2023, and stating he would contact ODC to reschedule his sworn statement, dated April 17, 2023.
12. ODC 2l – Letter to Respondent requesting that he contact the ODC to provide dates for his sworn statement, dated May 2, 2023.
13. ODC 2m – Subpoena and Subpoena Duces Tecum served on Respondent on May 25, 2023, for his sworn statement and production of his complete file.
14. ODC 2n – ODC letter to Respondent requesting documentation relative to his alleged medical conditions that prevented him from cooperating with ODC, dated July 18, 2023.
15. ODC 2o – ODC Email correspondence to Respondent with courtesy reminder that the requested documentation was past due, dated August 8, 2023.
16. ODC 2p – Copy of Orleans Parish Criminal District Court Docket pertaining to Orleans Parish Criminal Court Case No. 554778 regarding Mason Ceasar and docket 596590 regarding Mason Ceasar.

The Committee reviewed the following exhibits submitted by ODC and were utilized during the hearing of **Count 3** of this matter. The Respondent did not submit evidence as he missed the deadline to file exhibits:

1. ODC 3a – Copy of complaint filed by Terri Van Buren on August 17, 2022.
2. ODC 3b – First Notice of Complaint forwarded via certified mail to Respondent dated August 23, 2022.
3. ODC 3c – Ms. Van Buren’s Supplemental Complaint to ODC, dated September 26, 2022.
4. ODC 3d – ODC letter to Respondent dated November 3, 2022.
5. ODC 3e – Respondent’s copy of Ms. Van Buren’s client file, hand-delivered on November 10, 2022.
6. ODC 3f – OCD letter to Ms. Van Buren dated December 7, 2022.
7. ODC 3g – Ms. Van Buren’s supplemental complaint and correspondence to ODC.
8. ODC 3h – ODC letter to Respondent requesting a supplemental answer to the complaint and documentation demonstrating his compliance with Rule 1.5(f)(5), dated December 19, 2022.

9. ODC 3i – Subpoena and Subpoena Duces Tecum served to Respondent on March 16, 2023, for his sworn statement and production of complete client file on April 18, 2023.
10. ODC 3j – Respondent’s letter faxed to ODC requesting to reschedule his sworn statement.
11. ODC 3k – ODC letter to Respondent containing a request for information and documentation of the pending surgery and requesting available dates to reschedule the sworn statement.
12. ODC 3l – Respondent’s correspondence to ODC dated April 17, 2023.
13. ODC 3m – ODC letter to Respondent requesting he contact the ODC to provide dates for his sworn statement.
14. ODC 3n – Subpoena and Subpoena Duces Tecum served on Respondent on May 25, 2023, for his sworn statement and production of complete client file on July 18, 2023.
15. ODC 3o – ODC letter to Respondent, requesting documentation of medical conditions that prevented him from cooperating with the ODC, dated July 18, 2023.
16. ODC 3p – ODC email correspondence to Respondent containing a courtesy reminder that the requested documents were past due, dated August 8, 2023.
17. ODC 3q – Copies of pertinent documents of Complainant’s case Record: Succession of Helen Beattie Van Buren, Docket No. 202-09576.
18. ODC 3r – Ms. Van Buren’s correspondence to ODC containing a supplemental complaint based on Respondent’s failure to comply with the LSBA Fee Dispute Resolution Program, received by ODC on September 9, 2023.
19. ODC 3s – Documents received from Ms. Van Buren.

The Committee reviewed the following exhibits submitted by ODC and were utilized during the hearing of **Count 4** of this matter. The Respondent did not submit evidence as he missed the deadline to file exhibits:

1. ODC 4a – Complaint filed by Alvin Anthony Joseph against Respondent dated November 3, 2022.
2. ODC 4b – First Notice of Complaint forwarded to Respondent on November 17, 2022.
3. ODC 4c – Mr. Joseph’s supplemental complaint forwarded to ODC and received on November 14, 2022.

4. ODC 4d – ODC letter to Respondent containing supplemental complaint, dated November 22, 2022.
5. ODC 4e – Subpoena and Subpoena Duces Tecum served on Respondent on March 16, 2023, for Respondent’s sworn statement and production of client file.
6. ODC 4f – Respondent’s letter faxed to ODC requesting to reschedule his sworn statement.
7. ODC 4g – ODC letter to Respondent requesting information and documentation of pending surgery and requesting dates for his sworn statement.
8. ODC 4h – Respondent’s correspondence to ODC dated April 17, 2023.
9. ODC 4i – ODC letter to Respondent requesting that he contact the ODC to provide dates for a sworn statement dated May 2, 2023.
10. ODC 4j – Subpoena and Subpoena Duces Tecum served on Respondent on May 25, 2023, for his sworn statement and production of complete client file on July 18, 2023.
11. ODC 4k – ODC letter to Respondent requesting documentation of alleged medical conditions that prevented his from cooperating with the ODC.
12. ODC 4l – ODC email to Respondent containing a courtesy reminder that the requested documentation has yet to be provided.
13. ODC 4m – Copies of Cash App receipts; and copies of text messages exchanged between Ms. Joseph and Respondent.
14. ODC 4n – Documents obtained from Lafayette Parish Clerk of Court pertaining to Mr. Joseph’s underlying criminal case record.

The following exhibits were utilized during the hearing of **Count 5** of this matter:

1. ODC 5a – Complaint filed by Terrence Charles Williams, Jr. against Respondent on March 11, 2023.
2. ODC 5b – First Notice of Complaint forwarded via certified mail to Respondent on March 16, 2023.
3. ODC 5c – First Notice of Complaint hand-delivered to and signed for by Respondent on March 16, 2023.
4. ODC 5d – Faxed request for Respondent to ODC, requesting to reschedule his sworn statement, received on April 11, 2023.

5. ODC 5e – ODC letter to Respondent requesting information and documentation of the pending surgery, available dates to reschedule the sworn statement, and an answer to the Complaint dated April 11, 2023.
6. ODC 5f – Respondent’s correspondence to ODC dated April 17, 2023.
7. ODC 5g – ODC letter to Respondent requesting he contact the ODC to provide dates for a sworn statement, dated May 2, 2023.
8. ODC 5h – Subpoena and Subpoena Duces Tecum served on May 25, 2023, to Respondent for his sworn statement and a copy of his complete client file.
9. ODC 5i – Complainant, Terrence Williams, letter to ODC, dated June 28, 2023.
10. ODC 5j – ODC letter to Respondent requesting documentation of alleged medical conditions that prevented him from cooperating with ODC.
11. ODC 5k – ODC email correspondence to Respondent containing a courtesy reminder that the documentation requested by ODC was past due.
12. ODC 5l – Documents obtained from the Jefferson Parish Clerk of Court pertaining to Mr. Williams’ underlying case, docket no. 22-02718.
13. ODC 5m – Documents obtained from Jefferson Parish Clerk of Court pertaining to Mr. Williams criminal case no. 22-05196.

The following were General Exhibits submitted by ODC were reviewed and utilized by the Committee:

1. ODC 6 – Order of Admonition issued to Respondent on September 8, 1994 for violation of Failure to Cooperate with the ODC.
2. ODC 7 – Order of Admonition issued to Respondent on April 19, 2011, for violations of Rules 1.3, 1.4, and 1.15(a) of the Rules of Professional Conduct.
3. ODC 8 – Public Reprimand issued to Respondent on September 28, 2012, for violation of Rule 8.1(c) of the Rules of Professional Conduct.
4. ODC 9 -LSBA Certificate of Address pertaining to Respondent’s LSBA registered information.
5. ODC 10 – Copy of transcript of Respondent’s Sworn Statement taken July 18, 2023 (including exhibits).
6. ODC 11 – Fee Dispute resolution for Carla Rayford.

7. ODC 12 – Fee Dispute resolution for Mason Ceasar.
8. ODC 13 - Fee Dispute resolution for Tery Van Vuren.
9. ODC 14 – Fee Dispute resolution for Alvin Joseph.
10. ODC 15 – Two separate claims relating to Alvin Joseph.

FINDINGS OF FACT AND RULES VIOLATED

Respondent violated Rule 1.3, Rule 1.4, Rule 1.5, and Rule 8.1 of the Rules of Professional Conduct. The Respondent failed to act with any reasonable diligence regarding his communications with the ODC or with any his clients, the Complainants in this matter. He refused to return telephone calls, respond to correspondence, and text messages, and even failed to appear for court hearings for his clients. He also showed no remorse during the hearing of this matter.

Rule 1.3 states that a lawyer shall act with reasonable diligence and promptness in representing a client. Rule 1.4 states, generally, that a lawyer shall maintain adequate communication with a client. Rule 1.5(f) states, in pertinent part, that a lawyer shall return any unearned fees. Rule 8.1 states, generally, that a lawyer shall cooperate with the ODC in its investigation of any matter.

Rule 1.3 – Lack of diligence – CARLAS RAYFORD

The Respondent testified that he was retained by Ms. Carlas Rayford on or about October 10, 2019, to obtain a divorce and spousal support. They agreed to a fee of \$2,500.00, unless there were complicating circumstances. Ms. Rayford paid the fee in full; however, Ms. Rayford testified at the hearing that during her consultation with Respondent, the Respondent informed her that she had the rights to the community property, so she also hired Respondent for representation in the divorce, community property, and spousal support. The documentary evidence supports Ms. Rayford's testimony. The Petition for Divorce filed by Respondent included a request for interim

and permanent spousal support. The petition also stated community property would be addressed in a partition of community property, but the conclusion and prayer asked for an undivided one-half interest in community property. Ms. Rayford also testified that after June 8, 2021, the date she believed the Judge granted her divorce, Respondent advised her they would have to reschedule and go back to court for the spousal support and the property. The text messages introduced into evidence support Ms. Rayford's testimony. When asked to explain these messages during the hearing on this matter, Respondent testified that he could not explain. The evidence is clear that Respondent was dishonest in leading Ms. Rayford to believe he had prepared and served her husband with any additional pleadings, as the evidence indicates that nothing was filed by the Respondent after June 8, 2021.

During the hearing, the Respondent was asked to explain the neglect and delay in the case. Respondent testified that he did not have a good address for service on the husband as the address provided by Ms. Rayford was deficient. Ms. Rayford provided Respondent with an address to serve her husband, 15 North Oak Ridge Court, shortly after their meeting. Respondent filed the Petition for Divorce 13 days later on October 23, 2019; however, he failed to provide an address for service. Respondent testified he never attempted to serve the husband at the address Ms. Rayford provided because it was a bad address. However, Respondent contradicted his testimony, when he later testified that the process server was not the problem. Indeed, the Respondent did not provide the Court with an address for service until December 20, 2019, after Ms. Rayford requesting the status of the case. The address provided by Respondent is the same address Ms. Rayford provided, and is the only address contained in the court record for her husband, 15 North Oak Ridge Court.

Through the testimony and exhibits, it was learned by the Committee that Ms. Rayford's husband was not served for the court hearing until February 8, 2020. Respondent never provided a different address other than the one provided by Ms. Rayford. Ms. Rayford testified that she continued to text the Respondent about the status of the case. A Motion to Reset the Hearing on the Petition for Divorce was not filed until November 13, 2020. The address for service also contained the same address that was provided by Ms. Rayford a year before. There is clear and convincing evidence that the Respondent neglected Ms. Rayford's case by failing to timely serve and file the necessary pleadings. The hearing was scheduled and continued on several occasions because of continued service issues. The matter was finally heard by the court on June 8, 2021, wherein both Respondent and Ms. Rayford were present. Ms. Rayford's husband did not appear, and the court granted Ms. Rayford's divorce in open court. However, the Judgment submitted by Respondent was denied on August 17, 2021, because he failed to use the proper form. Moreover, Respondent failed to obtain a Judgment of Divorce for Ms. Rayford and failed to follow up with the court or check the court's docket to determine why a Judgment of Divorce was not signed. The Judgment of Divorce was not signed by the court until September 23, 2023. This was two years after the hearing and four years after the Respondent was retained by Ms. Rayford. In fact, Ms. Rayford testified that she believed that she was divorced from her husband on June 8, 2021, until she was contacted directly by the court after the court learned of the disciplinary investigation. The court, Judge Jupiter, contacted Ms. Rayford directly and prepared the proper Judgment of Divorce that contained the necessary language that the Respondent failed to include in his draft that was denied by the court two years earlier.

The Hearing Committee finds that the evidence is clear and convincing that the Respondent intentionally neglected the case of Ms. Rayford, his client, throughout the entire process and did

not secure the Judgment of Divorce he was paid to secure. Indeed, the Respondent testified at the hearing of this matter that he was hired not only to seek a divorce but also the partition Ms. Rayford's community property, which he never accomplished.

Rule 1.4 – Lack of communication – CARLAS RAYFORD

The Respondent contends that he communicated on multiple occasions with Ms. Rayford via telephone and text messages; however, he provided no evidence or documentation of same. Ms. Rayford testified both during her direct examination and during cross-examination about the Respondent's lack of communication with her during the entire representation. Evidence of Ms. Rayford text messages provided the ODC were introduced into evidence, which showed the text messages she exchanged with Respondent between the time of December 2019 and December of 2021. In these text message, Ms. Rayford continually requested updates on her case, court documentation of her divorce, and repeatedly complains to Respondent about his failure to communicate, failure to keep her updated, and failure to appear in court.

Rule 1.5(f)(5) – Failure to return unearned fee – CARLAS RAYFORD

The evidence, especially the text messages, reveal that despite Respondent's claim, Ms. Rayford did not ask for a return of her \$2,500 until after filing the complaint against the Respondent. The Respondent acknowledged that he charged Ms. Rayford a fixed fee of \$2,500.00, to secure a divorce and spousal support, and that the fee would increase if the matter became complicated, and the case became contentious; however, there was no evidence to suggest the case was contentious. The Respondent argues that once the court orally granted the divorce on June 8, 2021, the representation of his client was concluded. He failed to acknowledge that a Judgment of Divorce was necessary and that he was required to submit a judgment to the court for signature. Indeed, he testified that it was the court's responsibility to prepare and sign the Judgment of

Divorce notwithstanding the court's request for the Respondent to prepare the Judgment. The Respondent failed to secure a Judgment of Divorce for his client. The Judgment of Divorce was not rendered until October of 2023, almost two years after Respondent abandoned Ms. Rayford's case and ignored her repeated requests. By failing to complete the divorce, Respondent failed to earn the entire fixed fee paid by Ms. Rayford. This Committee finds that the evidence supports that Respondent should be ordered to refund the unearned portion of the fee to Ms. Rayford.

Rule 8.1 – Failure to cooperate with ODC – CARLAS RAYFORD

The evidence indicates that on March 24, 2022, ODC forwarded Respondent notice of the complaint via certified mail to Respondent's LSBA primary registration address, which required a response within 15 calendar days. Respondent testified that he received the notice of complaint and request to respond, and that he failed to provide a response within fifteen days. ODC forwarded the Respondent a second notice of complaint via U.S. Mail and email on May 25, 2022, requesting a response within 15 days. Respondent testified that he received this second notice and request to respond within fifteen days but failed to respond. The Respondent testified that he was experiencing medical problems during this time frame, and taking pain medications, which did not prevent him from responding, but affected his responding. However, Respondent testified during the hearing that during this same time frame in which he was failing to respond to ODC, he was actively filing pleadings, working on client matters, appearing in court on behalf of clients in several different parishes, and meeting with new clients and accepting payment for new cases.

At the hearing, Respondent testified that he did not provide the information and documentation requested by ODC, but instead forwarded ODC a letter dated August 19, 2022, that requested the complaint be forwarded to the LSBA Fee Dispute Resolution Program, and claiming he earned the fees and Ms. Rayford received her divorce. This Committee finds that the evidence

is clear that Respondent intentionally failed to cooperate by purposely failing to address ODC's requests for information.

On August 23, 2022, the ODC forwarded Respondent additional correspondence explaining the ODC cannot close the complaint or forward same to the LSBA Fee Dispute Resolution Program without receiving Respondent's complete response to the allegations and made another request for the information and documentation within 15 calendar days.

During the hearing, Respondent testified that he received the correspondence from ODC and that although he provided a response, his response did not include the information and documentation requested by ODC. The Committee finds that there is no evidence to suggest that Respondent's testimony that he believed the LSBA was handling the matter has merit, as the ODC introduced evidence of repeatedly advising Respondent the allegations in the complaint needed to be addressed prior to the matter being referred to the LSBA.

An additional request was sent by the ODC in September. Respondent testified at the hearing that he received ODC's correspondence dated September 20, 2022, and that he did not respond. The September correspondence from ODC explained that although Respondent had enrolled in the LSBA Fee Dispute Resolution Program, he had not yet complied with the ODC request for a complete response and request for additional information and documentation. Respondent was provided an additional 15 days to comply or face a subpoena for his appearance and sworn statement. Again, the Respondent testified that he received the ODC correspondence dated November 3, 2022.

The evidence introduced at the hearing indicates that on November 10, 2022, the Respondent delivered to the ODC a response to Ms. Rayford's complaint, dated November 6, 2022, and a copy of his client file pertaining to Ms. Rayford. Respondent's correspondence explained

that his failure to cooperate was because of medical reasons; however, no documentation was provided. Respondent's correspondence also did not address the allegation of failure to communicate with Ms. Rayford, or his failure to provide her with documentation of her divorce as she requested. On December 2, 2022, the ODC forwarded Respondent a written request that he respond to the allegation of failure to communicate within 15 calendar days. The evidence suggests that Respondent failed to respond to the ODC. Respondent acknowledged during his testimony that his response failed to address the lack of communication.

Additional correspondence was sent by ODC to the Respondent and finally, on April 17, 2023, the Respondent provided documentation he was having surgery on April 18, 2023, and indicated he would telephone ODC the following week to reschedule the sworn statement. The sworn statement was never rescheduled. On May 2, 2023, the ODC forwarded Respondent a letter requesting he contact the ODC to provide dates for a sworn statement. Respondent testified at the hearing that he received this letter, but failed to contact ODC, even though he was well enough to make court appearances via zoom during this timeframe.⁵²

Having received no response, on May 25, 2023, the ODC served Respondent with a Subpoena and Subpoena Duces Tecum for his appearance to provide a sworn statement and production of documents on July 18, 2023. According to the testimony and exhibits, on July 18, 2023, Respondent appeared at the ODC for his sworn statement and brought his original client file, but not a copy of the file for ODC. During the sworn statement on July 18, 2023, the ODC requested Respondent provide ODC with a copy of the documentation he received from the LSBA (fee dispute program), and a copy of Ms. Rayford's Judgment of Divorce. The Respondent admitted during his testimony at the hearing that the ODC requested this documentation from him during the sworn statement and that he did not provide it. ODC sent Respondent a written request

for that same documentation on July 18, 2023, as well as documentation of the medical conditions that prevented him from cooperating with the ODC in this investigation and required him to provide the documentation within 20 calendar days. The Respondent admitted during his testimony at the hearing that received the letter but did not provide the requested documentation.

The Committee finds that the evidence and testimony of Respondent's claims that he continuously failed to cooperate with ODC because of medical problems and medication for his medical conditions are without merit. Respondent was given several opportunities to cooperate with ODC but failed. Respondent's failure to cooperate was intentional as Respondent was well enough to attend court and file documents on behalf of other clients.

Rule 8.1(c) – Failure to Cooperate with ODC – MASON CAESAR COMPLAINT

Respondent testified at the hearing that he received the ODC notice of complaint filed by Mason Caesar, which included allegations of failing to appear in court, failing to work on his behalf, failing to communicate, failing to provide an accounting, failing to refund unearned fees and failing to file a *Motion to Withdraw*. Respondent acknowledged that the written response he submitted to ODC did not address each allegation as required in the notice, but only explained that he requested the LSBA Fee Dispute program to conduct an investigation and hearing. Respondent also testified that he received additional correspondence from ODC dated September 20, 2022 and November 3, 2022, requesting a response to the allegations and that if he did not respond, a subpoena would be issued for his sworn statement. On November 10, 2022, Respondent finally provided ODC with a copy of his client file for Ms. Ceasar and a response to the Complaint.

During his testimony at the hearing, Respondent acknowledged that his response did not address the allegations raised in the complaint. Respondent also testified at the hearing that is received correspondence from ODC dated December 5, 2022, requesting additional information,

which he failed to provide. ODC served Respondent on March 16, 2023, with a Subpoena and Subpoena Duces Tecum for his sworn statement and production of his client file for Mr. Ceasar. The Respondent asked that the sworn statement be rescheduled due to a scheduled surgery. ODC requested available dates after the surgery. On May 2, 2023, ODC sent follow up correspondence to the Respondent requesting that he contact ODC to provide his sworn statement. The Respondent failed to respond. Therefore, on May 25, 2023, ODC served Respondent with a Subpoena and Subpoena Duces Tecum for his sworn statement and production of Mr. Ceasar's file. His appearance was scheduled for July 18, 2023, for which he appeared. The Respondent testified at the hearing that he was asked by ODC at that time for documentation regarding his medical condition that prevented him from cooperating with ODC in its investigation. ODC, having received no documentation regarding Respondent's medical condition, sent follow up correspondence on August 8, 2023, requesting same. Respondent failed to produce any documentation but testified at the hearing that he was in Philadelphia at that time.

Respondent's claims that he failed to cooperate with ODC due to alleged medical issues are without merit. He was given several opportunities to cooperate with ODC but failed. His failure to cooperate was intentional as Respondent was representing other clients by filing briefs and appearing in court.

COUNT 3 – TERRI VAN BUREN

During his testimony Respondent admitted that he was hired by Ms. Van Buren on approximately May 19, 2022, for a succession and to probate her parent's home. Respondent agreed to a fee of \$5,000.00, and Respondent received a payment of \$2,500.00 to begin work. There was pending litigation and Respondent was replacing Ms. Van Buren's prior counsel.

Rule 1.3 Lack of Diligence and Rule 1.4 Failure to Communicate – TERRI VAN BUREN

Respondent acknowledged during his testimony that he did not file a Motion to Enroll in the case. Ms. Van Buren testified that there was no representation, that she received three or four random calls from Respondent and text messages, but nothing more. Ms. Van Buren testified this caused problems because the opposing counsel was trying to communicate with her, and the court called her and said she did not have counsel, because there was no motion to enroll filed into the record. Ms. Van Buren testified that this caused her extreme distress as she was panicked, her heart was pounding, and she could not reach the Respondent.

Rule 1.5(f)(5) – Failure to Return Unearned Fee – TERRI VAN BUREN

Respondent was ultimately terminated by Ms. Van Buren. She requested a refund via text message. To keep the fees paid to him by Ms. Van Buren, Respondent claimed he was working on her case by gathering necessary information. Respondent advised Ms. Van Buren, via text message, that he paid assistants to gather her information. Ms. Van Buren requested Respondent provide her proof and that she would deduct that money from the amount of money paid to him. Respondent never provided Ms. Van Buren proof he paid assistants to gather information. Indeed, he testified at the hearing that he never told Ms. Van Buren he paid assistants as he did not have any assistants. When confronted with his text messages, Respondent testified that he did send the texts but that he did not know what he was talking about in that particular text. This testimony confirms that he was not truthful with his client, Ms. Van Buren and that he was simply trying to keep fees that were unearned.

Respondent also admitted during his testimony that he did not comply with Rule 1.5(f)(5), which requires upon termination that a lawyer shall immediately refund the unearned portion of the fee; however, if the parties disagree, the lawyer shall immediately refund the portion they agree

has not been earned. In this case, Respondent indicated that he has been working on Ms. Van Buren's case but was unable to provide any accounting of his alleged work. In this instance, Respondent failed to refund any portion of the fee to Ms. Van Buren; therefore, that was a portion of the fee in dispute. Despite this, Respondent failed to provide any evidence that he deposited any portion of the fee that was in dispute into his trust account as required by the rule. He also failed to suggest any other resolution for the fee dispute with Ms. Van Buren. Eventually, he filed a fee dispute with the LSBA in November of 2022 – three months after Ms. Van Buren has filed her disciplinary complaint.

Rule 8.1 – Failure to Cooperate with ODC – TERRI VAN BUREN

ODC forwarded Respondent written notice of the complaint of Ms. Van Buren on August 23, 2022. ODC gave the Respondent 15 calendar days, which Respondent failed to respond. Respondent did leave a telephone message for ODC indicating that he was in the hospital. Additional correspondence was sent on November 3, 2022, acknowledging receipt of the voicemail message and also indicating that ODC has tried repeatedly to get in touch with him without any success. Respondent telephoned ODC indicating that he would review the outstanding matters and provide a response. Finally, on November 10, 2022, Respondent provided ODC with a copy of Ms. Van Buren's file.

Ms. Van Buren filed a supplemental complaint, which was received by ODC on December 19, 2022. ODC forwarded Respondent a copy of the supplemental complaint from Ms. Van Buren indicating that he needed to provide a response within 15 days. No response was received. On March 16, 2023, ODC issued and served Respondent with a Subpoena and Subpoena Duces Tecum for his sworn statement and for his complete file for April 18, 2023. Respondent responded on April 11, 2023, indicating that he needed to reschedule the sworn statement due to surgery.

Respondent failed to contact ODC to reschedule the sworn statement; therefore, on May 2, 2023, ODC sent correspondence to the Respondent requesting that he contact ODC to provide dates for the sworn statement. Respondent did not respond to this request from ODC. An additional Subpoena and Subpoena Duces Tecum was served on the Respondent scheduling his sworn statement and for the production of documents for July 18, 2023.

During the sworn statement that took place on July 18, 2023, Respondent indicated that he failed to cooperate with ODC due to medical reasons; however, no documentation was provided. Respondent testified that he was instructed by the LSBA fee arbitration panel to refund all but \$1,200.00 to Ms. Buren; however, he had not done so by this date. He indicated that he would refund the money by July 21, 2023, which he failed to do. ODC requested Respondent to provide it with copies of the LSBA Fee Dispute documentation and the opinion directing him to refund all but \$1,200.00. ODC also requested supporting documentation regarding his numerous surgeries and medical conditions. Despite receiving the letter from ODC, Respondent failed to respond.

On August 8, 2023, ODC sent a courtesy reminder to Respondent that the documentation was past due and requested that he provide the documentation. Respondent testified he failed to provide a response to the ODC and was in Philadelphia during that time at a convention for the Shriners. Respondent's claims that he continuously failed to cooperate with ODC because of medical issues are without merit. Respondent was given multiple opportunities in this matter to cooperate with ODC but failed to do so. Respondent's failure to cooperate was intentional as, according to Respondent's own testimony, he was well enough to attend court on behalf of other clients, file documentation on behalf of other clients, and travel to Philadelphia.

COUNT 4 – ALVIN ANTHONY JOSEPH

Respondent acknowledged that he was retained by Mr. Joseph on or about September 13, 2021, regarding a criminal charge against Mr. Joseph pending in Lafayette, Louisiana. Respondent accepted a fee of \$3,000 for the representation unless the matter went to trial. Mr. Joseph testified extensively at the hearing regarding the harm he suffered as a result of Respondent.

Rule 1.3 – Lack of diligence and Rule 1.4 – Failure to Communicate - ALVIN ANTHONY JOSEPH.

Respondent failed to discuss evidence or a defense strategy with Mr. Joseph. Respondent claimed he gathered discovery evidence, but acknowledged he failed to discuss the evidence he obtained, or go through the evidence and explain it to Mr. Joseph. Mr. Joseph repeatedly testified that despite his requests to Respondent, the Respondent failed to discuss a defense or legal strategy, failed to discuss the evidence against him, and failed to provide him with the discovery or evidence in his case. Also, text messages exchanged between Mr. Joseph and Respondent during the representation corroborate that Mr. Joseph was complaining to the Respondent about Respondent's failure to communicate, Respondent's failure to discuss a legal strategy, and Respondent's failure to provide him with discovery during the legal representation.

Respondent also failed to appear in court on Mr. Joseph's behalf on multiple occasions. Respondent acknowledged he failed to appear at a pretrial conference in Mr. Joseph's case on September 29, 2022. However, Respondent could not explain why he failed to appear in court on that day. Respondent also failed to appear in court on behalf of Mr. Joseph at a pretrial conference on October 19, 2022, which resulted in the Judge issuing an attachment for Respondent. Respondent testified that he failed to appear in court because he was admitted the hospital two days prior and had surgery the day prior. When asked why he didn't notify his client that he was

not going to be able to appear in court by at least the morning of court, the Respondent claimed he was very sick and not texting anyone or answering the telephone. However, when Respondent was confronted with text messages that Respondent exchanged with Mr. Joseph on that same day (October 19, 2022), he became angry and testified, that he was near death. Mr. Joseph terminated the Respondent.

After terminating the Respondent, the Respondent failed to file a Motion to Withdraw in Mr. Joseph's case. At the hearing, Respondent testified that he did file the motion; however, he was unable to produce any evidence of same and could not locate the motion in the court record which was introduced into evidence. Amazingly, Respondent then testified that it was his client's obligation to notify the court that Respondent was withdrawing. Mr. Joseph testified that he ended up representing himself and was able to have the charges against him dropped.

Rule 1.5(f)(5) – Failure to Return Unearned Fee - ALVIN ANTHONY JOSEPH.

Respondent acknowledged he was paid a fee of \$3,000.00 to handle the criminal case, unless it went to trial. Respondent was terminated prior to getting the case ready for trial; therefore, Respondent did not earn the entire fixed fee. Rule 1.5(f)(5) requires that upon termination, the lawyer shall immediately refund the unearned portion of the fee, but if the parties disagree, the lawyer shall immediately refund the portion they agree has not been earned and shall deposit into trust an amount representing the portion reasonable in dispute. Here, Respondent acknowledged to Mr. Joseph that there was a portion of fee not earned. Indeed, Respondent even asked Mr. Joseph for the address that the unearned fee should be mailed. Despite his assurances to Mr. Joseph, Respondent never refunded any portion of the fees. Respondent also ignored Mr. Joseph's request for an update on the return of the unearned fee. Respondent also failed to provide

documentation that he deposited any portion of the fees in dispute into his trust account, as required by the rule.

During the hearing, Respondent took the position that he earned the entire fee because he had to drive several hours to Lafayette for court. However, this argument is without merit as the legal fee was not an hourly fee arrangement but a fixed fee and the amount of the fee unearned should be returned to Mr. Joseph.

Also, Respondent failed to suggest a prompt means for resolution of the fee dispute with Mr. Joseph, such as mediation, arbitration, including the LSBA Fee Dispute Resolution Program. Mr. Joseph filed a petition with the LSBA in February of 2023, but Respondent repeatedly failed to participate in the LSBA program, despite the LSBA forwarding Respondent numerous opportunities to do so. That Fee dispute file was ultimately closed the file on May 30, 2023, because Respondent failed to participate. LSBA ultimately closed the Respondent's fee petition case on October 26, 2023. As of the date of the hearing, Mr. Joseph never received any refund of unearned legal fees from Respondent.

Rule 8.1 – Failure to Cooperate with ODC - ALVIN ANTHONY JOSEPH.

Respondent testified during his testimony that he received the ODC's notice of complaint and supplementary complaint and admitted that he failed to provide a response as required. Due to Respondent's failure to provide a response, he was served a subpoena to appear at the ODC for a sworn statement. On March 16, 2023, the ODC served Respondent a Subpoena and Subpoena Duces Tecum for his sworn statement and production of a complete copy of his client file on April 18, 2023. On April 11, 2023, Respondent sent ODC a request to reschedule his sworn statement based on a surgery scheduled for April 18. Also on April 11, 2023, the ODC forwarded Respondent a written request for information and documentation of the pending surgery, and dates

in which he was available to provide a sworn statement. On April 17, 2023, Respondent provided ODC with documentation he was having surgery on April 18, 2023, and indicating he would call ODC the following week to reschedule the sworn statement. Respondent never to contacted ODC to reschedule.

On May 2, 2023, ODC sent Respondent correspondence requesting that he contact ODC to provide dates for the sworn statement. Again, Respondent failed to respond to ODC. Finally, on May 25, 2023, ODC served Respondent with a Subpoena and Subpoena Duces Tecum. Respondent appeared on July 18, 2023, for his scheduled sworn statement. During that statement, he admitted that he received the initial notice of the complaint but that he failed to cooperate due to medical reasons; however, no documentation was provided. Respondent was instructed to provide ODC with a written response to the complaint filed by Mr. Joseph and to also provide his entire file. ODC also requested the Respondent to provide it with the documentation relative to his medical issues that prevented him from cooperating with ODC. Despite receiving this request from ODC, Respondent failed to respond. ODC sent a reminder for the requested information. Respondent testified at the hearing that he could not respond because he was in Philadelphia during this time.

Respondent's claims that he continuously failed to cooperate with ODC because of medical problems and medication for his medical conditions are without merit. Respondent was given several opportunities to cooperate with ODC but failed. Respondent's failure to cooperate was intentional as Respondent was well enough to attend court on behalf of other clients, file documentation on behalf of other clients, and travel to Philadelphia.

COUNT 5 – TERRENCE CHARLES WILLIAMS, JR.

The Respondent admitted that he was retained to represent Mr. Williams in a criminal matter in Jefferson Parish. He also admitted that he enrolled as counsel for Mr. Williams.

Rule 1.3 – Lack of Diligence – Terrence Charles Williams, Jr.

On two occasions, Respondent failed to appear in court on behalf of Mr. Williams. Respondent acknowledged his client was required to be in court on December 7, 2022, but could not explain why Respondent himself failed to attend. At the hearing, Respondent testified, that he may have been sick and in the middle of his surgery but was not sure. However, as previously mentioned, despite Respondent's claims of medical problems, he was healthy enough to travel during that time frame and testified that he traveled to Baltimore Maryland the following day to attend a Shriners' conference as the Shriners legal counsel.

Respondent failed to appear in court for a pretrial conference on Mr. Williams' behalf on January 25, 2023. He testified that his failure to appear was the result of a hip surgery that resulted from an accident in October of 2022; however, Respondent subsequently acknowledged during his testimony that he had advance notice of the surgery, which occurred in January. The Court moved the pretrial conference to the following date, January 26, 2023. Respondent testified he failed to attend that day as well. Respondent also neglected Mr. Williams' case by failing to provide him a copy of evidence (videos and police report) in his criminal case. Mr. Williams testified he asked Respondent for the evidence multiple times and never received it; therefore, he had to obtain a copy of the police report himself.

Rule 1.4 – Failure to Communicate – Terrence Charles Williams, Jr.

Mr. Williams testified that Respondent failed to appear in court on his behalf on several occasions leaving Mr. Williams without representation and without any notice that he was not

going to appear. On one occasion, Mr. Williams called Respondent from court and learned for the first time that Respondent was involved in an accident and would not be appearing on his behalf. Mr. Williams testified that after he filed the complaint, the Respondent appeared in court on his behalf and obtained a continuance. After court, they discussed the complaint and Respondent explained to Mr. Williams that he would have to fight against the disciplinary complaint. Mr. Williams testified that he decided to attempt to drop the complaint because he was afraid the Respondent may retaliate against him. Respondent asked Mr. Williams for an additional \$2,000.00, but Mr. Williams did not believe Respondent did any work for the initial payment and retained new counsel. When questioned by this Committee, Mr. Williams explained he stood by the allegations he made in his complaint and did not want to drop the complaint because he did not get any assistance from the Respondent.

Rule 8.1 – Failure to Cooperate with ODC – Terrence Charles Williams, Jr.

Respondent acknowledged that he received the ODC notice of complaint dated March 16, 2023, which required a response within 15 days and that he failed to respond. He also acknowledged that he received a letter from ODC dated April 11, 2023, advising him that he had not filed a response to this specific complaint and that his response was due. Respondent testified that he did not provide a response to ODC because he was on medications from a prior surgery and had a medical condition requiring another surgery. However, Respondent admitted during testimony that during that same time frame, he appeared in Jefferson Parish and argued a *Motion to Suppress a Statement* on behalf of another client. Respondent also acknowledged that he appeared and participated in a hearing for another client in Jefferson Parish for which he asked for a continuance. Indeed, Respondent testified that while he was not an invalid, he had good days and bad days and that he was well enough to perform some tasks but not others but could not

specifically recall, which tasks he was able to perform. Despite his convalescence, Respondent was well enough to contact Mr. Williams to ask him about his Complaint to the ODC.

Respondent testified during the hearing that he had knowledge of the requests from ODC to provide information relative to the Complaint of Mr. Williams but failed to respond and contacted Mr. Williams directly. Therefore, any claims of Respondent that he was unable to respond to ODC for medical reasons are without merit.

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 the legal system (the administration of attorney discipline), to the profession, and his clients. He acted negligently, knowingly, and intentionally in his failure to cooperate with the ODC in five separate complaints. Respondent's misconduct caused the ODC harm in expending resources to try and work with him for his client files and for sworn statements and harm to his clients.

The *ABA Standards for Imposing Lawyer Sanctions* suggest that suspension is the baseline sanction for Respondent's misconduct. Standard 4.42. states: "Suspension is generally appropriate when: (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or (b) a lawyer engages in a pattern of neglect causes injury or potential injury to a client." Mr. Belfield violated the duty of diligence for reasons set forth above as well as failed

to adequately communicate with Carlas Rayford also for reasons set forth above. The record shows Mr. Belfield either acted knowingly or, at the very least, negligently. There was evidence that the client contacted Mr. Belfield regularly while the matter was still pending and unresolved. In spite of the client's multiple attempts to reach him, Mr. Belfield did not follow up with the Court to ensure that the matter was advancing toward conclusion.

Mr. Belfield delayed considerably from the time he filed a proposed Judgment of the Divorce before he learned that the Judgment of the Divorce was not approved by the Judge. This failure led to the delay in the client obtaining a Judgment of Divorce and thus considerable harm to the client.

Regarding the complaints by Mason Caesar, Mr. Belfield failed to appear for his client for a scheduled hearing in Court. This failure to appear led to considerable harm to the client since the client faced the stress of appearing before the Court without representation. Furthermore, Mr. Belfield failed to adequately comply with the ODC investigation as to the allegations by Mason Caesar. Mr. Belfield missed multiple deadlines to provide information to the ODC as well is failed to respond to multiple attempts by ODC to contact him.

Regarding the complaints by Terri Van Buren. Mr. Belfield failed to enroll in his client's case and failed to adequately communicate with his client during the representation. Terri Van Buren endured considerable stress due to not receiving any information about her pending legal matter. Mr. Belfield failed to timely respond to multiple requests for information by the ODC.

Regarding the complaints by Alvin Joseph, Mr. Belfield failed to appear in court for his client on multiple occasions. In fact, after Mr. Belfield failed to appear multiple times, the Court specifically ordered Mr. Belfield to appear, which is not an ordinary circumstance. These failures to appear led to considerable harm to the client since the client faced the stress of appearing before

the Court without representation and guidance. Additionally, Mr. Belfield failed to timely respond to multiple requests for information by the ODC concerning this matter.

Regarding the complaints by Terrance Charles Williams Jr., Mr. Belfield failed to appear in court for his client on multiple occasions. This failure to appear led to considerable harm to the client since the client faced the stress of appearing before the Court without representation on multiple occasions. Mr. Belfield failed to timely respond to multiple requests for information by the ODC.

The following aggravating factors are present: substantial experience in the practice of law,³ prior disciplinary offenses, dishonesty or selfish motives, failure to cooperate with ODC's investigation, and this proceeding. Respondent's prior disciplinary history is very relevant to the facts of this matter. In 1994, Respondent was admonished for failing to cooperate with ODC's investigation of a complaint. ODC 6. Notably, rather than respond to ODC's multiple requests for a response to the complaint, Respondent contacted the complainant. *Id.* In 2011, Respondent was admonished for neglecting a legal matter, failing to communicate with the client, and failing to keep financial records. ODC 7. In 2012, Respondent was publicly reprimanded for failing to cooperate with ODC's investigation of a complaint. *In re Belfield*, 2012-1690 (La. 9/28/2012), 98 So.3d 796; ODC 8. Thus, Respondent has been twice disciplined for failing to cooperate with ODC's investigation of a complaint and once for neglecting a legal matter and failing to communicate with a client. These violations are, again, present in this matter.

Respondent has not filed anything for the Committee's consideration as he missed all applicable deadlines; therefore, it is difficult to assess whether there are any mitigating factors present. However, the Respondent testified that he had multiple medical problems that prevented

³ Respondent was admitted to the practice of law in Louisiana on October 6, 1989.

him for providing adequate representation to clients and cooperating with the ODC. However, during the two-day hearing of this matter, Respondent did not exhibit any signs of remorse for his behavior. Indeed, his questioning of his former clients and Complainants in this matter was accusatory and combative at times.

In *In re Casanova*, the Court recognized that the baseline sanction for the neglect of a client matter, failure to communicate, and failure to properly terminate the representation of one client was a one-year suspension. 2002-2155 (La. 11/22/02), 847 So.2d 1169, 1175, citing *In re Trichel*, 2000-1304 (La. 8/31/00), 767 So.2d 694. Here, because Respondent has engaged in multiple instances of neglect and failure to communicate, the Committee finds a lengthier period of suspension is warranted. In fact, the jurisprudence indicates that lengthy suspensions of up to three years are warranted in cases involving attorneys who engaged in multiple instances of neglect, failure to communicate, failure to return unearned fees, and failure to cooperate with ODC's investigations.

In *In re Engum*, the Court suspended Ms. Engum for one year and one day for her misconduct in three client matters. 2009-1619 (La. 10/28/2009), 21 So.3d 926. She neglected two of the matters and failed to refund unearned fees and in all three matters she failed to communicate with clients and failed to cooperate with ODC's investigations. She allowed the formal charges to become and remain deemed admitted, then sought and obtained a recall of the deemed admitted order. Despite this, she failed to appear at the hearing of the matter. Aggravating factors included multiple offenses, refusal to acknowledge the wrongful nature of the conduct, and vulnerability of the victims. Mitigating factors present were the absence of a prior disciplinary record and personal problems.

In *In re Powers*, the Court suspended Mr. Powers for three years for misconduct in three client matters. 99-2069 (La. 9/24/99), 744 So.2d 1275. In all three matters, Mr. Powers neglected the client's matter, failed to communicate with the client, and failed to cooperate with ODC's investigation. In two of the matters, he failed to refund unearned fees. The aggravating factors were significant: prior discipline for similar misconduct (two admonitions and one suspension), dishonest or selfish motive, pattern of misconduct, multiple offenses, obstruction of the disciplinary process, refusal to acknowledge wrongdoing, vulnerability of the victims, indifference to making restitution, and substantial legal experience in the practice of law. No mitigating factors were present.

In *In re Turissini*, the Court suspended Ms. Turissini for three years for misconduct in three client matters involving neglect, failure to return unearned fees, and failure to cooperate in ODC's investigations. 03-0549 (La. 6/6/03), 849 So. 2d 491. In three separate complaints, she failed to cooperate with ODC's investigations. Aggravating factors included a prior disciplinary record for similar misconduct (suspension), multiple offenses, substantial experience in practice of law, lack remorse, and no genuine attempt at restitution or fee dispute resolution. No mitigating factors were present.

Similarly to the above cases, Mr. Belfield failed to advance his client's matter in a diligent manner which led to considerable harm to the clients by way of stress and unnecessary delays. Each of the five complainants was left wondering why his or her matter was not being handled in a timely fashion. Additionally, Mr. Belfield failed to communicate with each complainant during the scope of the representation despite each complainant's numerous attempts to contact Mr. Belfield.

Carlas Rayford was under the impression for several months that her Judgment of Divorce was finalized, however, she later learned that the said Judgment was seriously delayed. Regarding his representation of Mason Caesar, Mr. Belfield was not present to represent him for multiple court proceedings. Terri Van Burren waited several weeks for an update to her legal matter, only to later find out that Mr. Belfield had never enrolled with the Court as her counsel. Terrance Williams Jr was also present for multiple court appearances in which Mr. Belfield was not present. This behavior by Mr. Belfield is simply unacceptable and shows a pattern of utter disregard for the well being of the cases he retained to work for these complainants.

CONCLUSION

The Committee finds that Respondent violated the Rules as charged and recommends that he be suspended from the practice of law for one year and one day. The Committee also recommends Respondent be assess with the 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 Thomas Louis Colletta, Jr., to sign on their behalf.

New Orleans, Louisiana, this 15th day of March, 2025.

**Louisiana Attorney Disciplinary Board
Hearing Committee # 45**

**T. Louis Colletta, Jr., Committee Chair
William S. Joyner, Lawyer Member
Daniel E. Sullivan, Public Member**

BY:



**T. Louis Colletta, 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

...

(f) Payment of fees in advance of services shall be subject to the following rules: ... (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 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:

...

(c) Fail to cooperate with the Office of Disciplinary Counsel in its investigation of any matter before it except for an openly expressed claim of a constitutional privilege.