

LOUISIANA ATTORNEY DISCIPLINARY BOARD

IN RE: CHRISTOPHER H. CARBINE

DOCKET NO. 24-DB-012

REPORT OF HEARING COMMITTEE # 9

INTRODUCTION

This attorney disciplinary matter arises out of formal charges filed by the Office of Disciplinary Counsel (“ODC”) against Christopher H. Carbine (“Respondent”), Louisiana Bar Roll Number 36326.¹ ODC alleges that Respondent violated the following Rules of Professional Conduct: 1.1, 1.2(c), 1.4(a)(3), and 1.16(d).² The Formal Charges consisted of two (2) counts: Count I, “the Hutcherson matter,” and Count II, “the Williams matter.” Both during the investigation by ODC and the hearing on this matter, the two counts were considered together, given their interwoven facts and evidence. The Committee will do the same in this report.

PROCEDURAL HISTORY

The formal charges were filed on April 12, 2024. Respondent filed an answer to the charges on June 19, 2024. The hearing of this matter was held on November 20, 2024. Deputy Disciplinary Counsel Renee H. Pennington and Robin K. Mitchell appeared on behalf of ODC. Respondent appeared with counsel, André Robert Belanger.

For the following reasons, the Committee finds there were “technical violations” of the Rules of Professional Conduct 1.1 and 1.4(a)(3), as to communication with the client and competence to perform the work; however, the Committee finds that these technical violations

¹ Respondent was admitted to the practice of law in Louisiana on September 18, 2015. Respondent is currently eligible to practice law.

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

were done without intent or dishonesty, and did not result in any harm to either Complainant. A significant mitigating factor was that the Respondent was not the only attorney involved in these cases, yet the Committee was asked to only consider charges against him. Thus, the Committee recommends Dismissal of all charges.

FORMAL CHARGES

The formal charges read, in pertinent part:

Count I (ODC File No. 40333): The Hutcherson Matter

On October 15, 2021, Ms. Emma Hutcherson hired the Respondent, and co-counsel attorney Leo Caillier, III ("Caillier") to handle a wrongful termination/employment matter. The representation was documented in a written contingency fee agreement engaging both the Respondent and Caillier. At all times relevant hereto, this contingency fee contract governed the representation between Respondent and Ms. Hutcherson. At the time Ms. Hutcherson hired them, the Respondent and Caillier shared office space, but did not work in the same firm.

On the date she hired the Respondent, Ms. Hutcherson had not yet initiated a claim for unemployment discrimination with the Equal Employment Opportunity Commission ("EEOC"), but was still within the time delays for doing so. Ms. Hutcherson was unable to contact Respondent or Caillier between October 16, 2021 and June of 2022, regarding the status of her case. Ms. Hutcherson's client file shows that on May 19, 2022, seven (7) months after she hired the Respondent and Caillier, Caillier's staff initiated a claim with the EEOC on Ms. Hutcherson's behalf. On June 3, 2022, the EEOC generated a "right to sue" letter, which was mailed to Ms. Hutcherson at Respondent and Caillier's office, 711 2nd Street, Gretna, La 70053, and was emailed to Latoya@caillierandassociates.com. This "right to sue" letter was also accessible through the EEOC online "portal," and provided that Ms. Hutcherson had ninety (90) days within which to file suit for her unemployment/discrimination claim. Ms. Hutcherson never received a copy of this letter from Respondent or Caillier, and had no knowledge of, or access to, the EEOC online "portal" created by Caillier's staff.

On June 21, 2022, Ms. Hutcherson received a phone call from Caillier's office advising that Caillier was no longer working with Respondent, and that Caillier was terminating his representation of Ms. Hutcherson. Ms. Hutcherson was mailed a copy of her client file, which did not include her June 3, 2022 "right to sue" letter. On June 22, 2022, Ms. Hutcherson received a phone call from the Respondent who indicated that he and Caillier had a falling out. By this time, Ms. Hutcherson had hired Mr. Willard Brown to take over her case. [FN1. Mr. Willard Brown permanently retired from the practice of law in Louisiana effective September 6, 2023.] Ms. Hutcherson's claim was never filed prior to expiration of the deadlines outlined in the June 3, 2022 "right to sue" letter, and therefore prescribed subsequent to Mr. Willard Brown assuming responsibility for the file.

Count II (ODC File No. 40383): The Williams Matter

On October 15, 2021, Ms. Angela Williams hired the Respondent and Caillier to handle a wrongful termination/employment matter. The representation was documented in a written contingency fee agreement engaging both the Respondent and Caillier.

On the date she hired the Respondent, Ms. Williams had already received her EEOC "right to sue" letter. On November 10, 2021, Respondent and Caillier filed Ms. Williams' suit in State court. The Defendant removed the case to federal court on November 30, 2022. Ms. Williams was unable to contact Respondent or Caillier between late November of 2021, and June 21, 2022. However, during this time period Ms. Williams was informed by Caillier's non-attorney staff that the Defendant in her case made an offer to settle. Ms. Williams was never able to contact Respondent or Caillier regarding Defendant's settlement offer.

On June 21, 2022 Caillier terminated his representation of Ms. Williams. Ms. Williams was mailed a copy of her client file. Caillier also emailed a copy of Ms. Williams' client file to Respondent the same day. Very shortly thereafter, Ms. Williams hired Mr. Willard Brown to take over her case. However, Ms. Williams' suit was eventually dismissed on March 17, 2023, subsequent to a settlement negotiated by Mr. Brown, which settlement was allegedly significantly less than the offer made by the Defendant during Respondent and Caillier's representation.

Respondent's testimony indicates that Respondent and Caillier agreed to bifurcate the scope of their representation of Ms. Hutcherson and Ms. Williams, with Respondent's scope being limited due to his lack of experience in employment law. However, Ms. Hutcherson and Ms. Williams have denied knowledge of any limited scope, and their fee agreements do not contain any indication that Respondent's scope of representation was limited.

The ODC respectfully submits there is clear and convincing evidence that the Respondent, Christopher H. Carbine, has violated Louisiana Rules of Professional Conduct 1.1, 1.2(c), 1.4(a)(3) and 1.16(d).

EVIDENCE

At the hearing, the Committee heard the testimony of one of the Complainants, Ms. Emma Hutcherson; Mr. Leo Callier, III; and Respondent.

The following exhibits were admitted:

- On behalf of ODC: ODC # 1-19, which included the entire ODC investigative file, including the client files for both Ms. Hutcherson and Ms. Williams.
- On behalf of Respondent: 1, 9, 12, 13, 15, 16, which included Respondent's deposition, communications with Complainants, and filings related to the cases at hand.

FINDINGS OF FACT

At the outset, the Committee would like to note that there are many moving parts in this case, and not every aspect of testimony or evidence will be discussed. Additionally, the Committee was faced with a situation where only some of the players involved in the events testified, and amongst those who did, there was conflicting testimony. However, the Committee is convinced of a number of things: Respondent properly informed the Complainants of the joint representation with Mr. Callier, Respondent did not intend to do either Complainants any harm, and the harm that was eventually caused was not caused by Respondent. Below is a discussion of the most pertinent facts and evidence that led the Committee to its decision.

The evidence shows that Respondent & Mr. Callier were to split representation of Complainants, as the retainer agreement states. It was signed and dated by both Complainants, and Ms. Hutcherson, via testimony, confirmed her signature on the document. Per Respondent, it was explained to her at the time that Mr. Callier had more experience in this area of employment law, and thus it made sense for him to do the initial work on filing the EEOC documentation. Respondent also testified that the reason he agreed to accept these cases was because Mr. Callier agreed to work with him on them and contribute his knowledge of EEOC filings. Significantly, this is where things went awry.

Regarding “the Hutcherson matter”: the crux of the problems lay with the Right to Sue letter. The evidence shows that Mr. Callier’s office did create a login for Ms. Hutcherson in the EEOC portal and obtained the letter on her behalf. Despite the portal login being created in her name, Ms. Hutcherson testified that she never got access to the portal – the login was actually via Mr. Callier’s office email address. Per Mr. Callier, this is how his office regularly obtained letters, especially for clients who were technologically challenged. Whether or not this was a proper way

to handle the EEOC portal is not up for the Committee's determination, but it is clear that this created problems down the line, when Ms. Hutcherson could not login to get a copy of the letter herself, and could not get in touch with an attorney to obtain a copy of the letter from them.

In fact, Ms. Hutcherson testified that she never got access to the EEOC portal or to the letter. Even after her file was transferred from Callier/Respondent to Mr. Brown, the letter – which was essential for filing a lawsuit – was not in there. The letter, dated June 3, 2022, provided ninety (90) days within which to file suit. Approximately three weeks after June 3, 2022, Mr. Callier and Respondent had a falling out, during which Mr. Callier literally put Respondent's things out on the curb of the office and terminated their relationship on all files.

Respondent testified that during this time period, he endeavored to discover the status of all of his files, while managing no longer having an office. He was aware of the situation with Ms. Hutcherson's case, and the need for the EEOC letter to file suit, but did not have access to the EEOC portal, nor did his materials contain a copy of the letter. Mr. Callier was non-responsive to his requests for help during this time. Shortly thereafter, Ms. Hutcherson fired Respondent and retained Mr. Brown, giving him her file, which did not contain the necessary letter. Mr. Callier testified that he ran into Ms. Hutcherson at some point, she asked for the letter, and he subsequently gave a copy of the letter to Mr. Brown. Had that sequence of events happened, Mr. Brown would have had time to file suit on behalf of Ms. Hutcherson. Suit was never filed.

In terms of credibility, Ms. Hutcherson, while demonstrating an understandable lack of knowledge about legal specifics, came across as an honest individual who was simply confused as to how her case had been mishandled and never filed.

Respondent, while obviously eager to defend himself and occasionally interested in pointing the finger at Mr. Callier for things that went wrong, also appeared honest in his assertion

of the facts as he recalled them. He testified for a number of hours, answering continuous questions, and showed real remorse that Ms. Hutcherson had been harmed.

Mr. Callier, who had already entered into a consent order with ODC before the hearing, was also willing to answer questions, but appeared less credible to the Committee. For one thing, the majority of his answers were blatantly self-serving, and he did not appear to show any remorse or understanding as to how his actions might have been at issue. His assertion that he had given the EEOC letter to either Ms. Hutcherson or Mr. Brown was in direct contradiction with the testimony of Ms. Hutcherson, and given the sequence of events, is unbelievable. His testimony that Respondent forbade him from speaking to either Ms. Hutcherson or Ms. Williams simply did not make sense, but did provide cover for why he would later refuse to assist Ms. Hutcherson, when she was on the clock. To that point, he was on the retainer signed by Ms. Hutcherson as co-counsel, so he should have known that he had a right to speak to a client he was representing.

There is also the issue of Josh, a receptionist/assistant, who was employed by Mr. Callier at the time. Per Ms. Hutcherson's testimony, multiple times when she called the office, Josh answered, was rude to her, and told her not to call there any longer. This was during the time period after the issuance of the letter and before Ms. Hutcherson sought new counsel. Mr. Callier testified that Josh no longer worked for him, without more information. What is clear is that Josh was the individual that Ms. Hutcherson believed to be a point of contact for the attorneys, and he was an employee of Mr. Callier. He rebuffed her and this is one of the things that led to Ms. Hutcherson going to the final attorney, Mr. Brown, where the filing deadline was missed.

While in hindsight, it seems that associating with Mr. Callier on these cases was a mistake on the part of Respondent, Mr. Callier was also responsible for his actions – and inactions – in his representation of Ms. Hutcherson. Both men accepted representation of Ms. Hutcherson and Ms.

Williams. The process of filing a timely suit ultimately got thwarted because Mr. Callier failed to turn over the letter, and then, her new counsel, Mr. Brown, also failed to obtain the letter and file suit. For Respondent, this matter is about communication and competence. He should have been more interactive with the client, and more aware of the actions of his co-counsel, Mr. Callier.

Regarding “the Williams Matter”: At the start of representation, Ms. Williams already had her EEOC letter, so her case presented less difficulty. Respondent testified that he had to get involved in Mr. Callier’s portion of the work, to ensure that Williams’ complaint was timely filed. While this shows diligence on his part to ensure the cases were moving forward, it also perhaps should have indicated to Respondent that Mr. Callier was not organized or on top of the cases. Regardless, Ms. Williams suit was filed timely. Ms. Williams did not testify to provide any information on her perspective of how she was wronged or harmed. Her case was eventually settled by new counsel, Mr. Brown.

It is known to the Committee that Mr. Callier entered into a consent agreement with ODC to accept a Public Reprimand. It is also known to the Committee that the final attorney involved in these matters, Mr. Brown, retired soon after complaints were made. Despite the fact that the Committee is not judging either of these individuals, their disposition does aid in informing the Committee on proper decision-making. The evidence showed that Mr. Brown was the individual who was responsible for the lapsing of Ms. Hutcherson’s claim. Respondent had been fired by Ms. Hutcherson prior to the deadline, and she was being represented by Mr. Brown soon thereafter, with enough time for the filing to be completed. It seems impossible to the Committee to lay this at the feet of Respondent. Additionally, there was evidence that Respondent attempted to rectify the situation and continue to represent Ms. Hutcherson, once Mr. Callier was no longer assisting

him, but he was unable to obtain the necessary EEOC letter from Mr. Callier in the short time before he was fired by Ms. Hutcherson, and Mr. Brown took over.

RULES VIOLATED

The Committee finds that Respondent violated Rules 1.1 and 1.4(a)(3), but the violations were minor, “technical” violations. The Committee does not find that ODC proved a violation of Rules 1.2 and 1.16(d) by clear and convincing evidence. Further, it finds that the actions, and inactions, of Respondent were not causative of any harm to either Complainant. Finally, it finds that Respondent did not intentionally put Complainants in the position they found themselves; in fact, he attempted to assist them until he was terminated, and he showed remorse and the unfortunate outcome.

Rule 1.1. Competence

Respondent willingly testified that he did not have much experience in the area of EEOC filings, and that was specifically why he wanted Mr. Callier to co-counsel with him. Per his testimony, he advised Ms. Hutcherson of this, and it is evidenced in the retainer where both men are listed as counsel. He was not entirely without competence, as evidenced by his work to ensure that Williams’ complaint was timely filed and his attempts to seek the EEOC letter once Mr. Callier was no longer assisting with the Hutcherson case. Additionally, his lack of full competence in the matter is not why things went wrong. They went wrong because the complaint was never filed, at which point, the case was out of his hands. The technical violation of not having full competence in the area of EEOC law did not cause Ms. Hutchinson harm.

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

We find no violation. Per his testimony, Respondent advised Ms. Hutcherson of joint representation, and it is evidenced in the retainer where both men are listed as counsel, with Ms. Hutcherson's signature.

Rule 1.4. Communication

Respondent could have done a better job at communicating with both the clients and his co-counsel; however, this was a technical violation that was not the crucial issue in this case.

Rule 1.16. Declining or Terminating Representation

We find no violation. Ms. Hutcherson, per her own testimony, terminated the representation of Respondent. She also testified that she was given a copy of her file. The only thing that she was not given was the EEOC letter, which was controlled by Mr. Callier, not Respondent.

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 technically violated duties owed to a client. He acted negligently. Respondent's misconduct caused no harm to the client. Mitigating factors: Respondent has no prior disciplinary history, absence of dishonesty or deceit, showed remorse, and was fully compliant with the ODC investigation.

ABA Standards

The *ABA Standards for Imposing Lawyer Sanctions* suggest that a Public Reprimand is the baseline sanction for Respondent's misconduct. Standard 2.5 Reprimand is generally appropriate

when a lawyer: (a) demonstrates failure to understand relevant legal doctrines or procedures and causes injury or potential injury to a client; or (b) is negligent in determining whether he or she is competent to handle a legal matter and causes injury or potential injury to a client.

Case Law

Case law exactly on point was not found. Instead, the Committee considered cases where Public Reprimand was considered appropriate as well as ones where Dismissal and Dismissal despite “technical violation” were found appropriate.

Dismissal despite “technical violation”

In re Hartley, 2003-2828 (La. 4/2/2004), 869 So.2d 799 – “We agree that respondent's actions constitute a minor violation of the Rules of Professional Conduct. However, we find his actions were not the product of an evil or dishonest motive nor did they cause any actual harm. Respondent has been a practicing attorney since 1971 and has an unblemished disciplinary record. Under the totality of the circumstances, we do not find formal discipline is warranted by this court.” See also *In re Denny*, 07-DB-073, Ruling of the Louisiana Attorney Disciplinary Board (1/9/2009).

Dismissal for Lack of Clear & Convincing Evidence

In re English and Prudhomme, 11-DB-038, Ruling of the Louisiana Attorney Disciplinary Board (6/6/2012). One respondent referred representation in a criminal matter to the other respondent. Due to a miscommunication amongst them, neither showed up to represent the client at trial, he proceeded pro se, and was acquitted of all charges. It was found that respondents missed the trial due to overscheduling and the client chose to proceed on his own. There was no pattern of behavior, and the client received a full refund and was not harmed. “The Committee rejected

the allegations of professional misconduct based in a large part upon the testimony of each Respondent, which it found to be credible.”

Public Reprimands

In re Domangue, 17-DB-083, Ruling of the Louisiana Attorney Disciplinary Board (2/6/2020): The respondent neglected a divorce/domestic violence matter and failed to adequately communicate with the client. The respondent also failed to cooperate with ODC’s investigation. Aggravating factor: substantial experience in the practice of law; Mitigating factors: absence of a prior disciplinary record; absence of a dishonest or selfish motive; and personal or emotional problems.

In re Ritzie, 09-DB-013, Ruling of the Louisiana Attorney Disciplinary Board (11/30/2009): The respondent neglected a legal matter, failed to expedite the litigation, and failed to communicate with the client. Aggravating factors: pattern of misconduct; refusal to acknowledge the wrongful nature of the conduct; and substantial experience in the practice of law. Mitigating factors: absence of a prior disciplinary record; absence of a dishonest or selfish motive; and personal or emotional problems.

Sanction

Based on the above, the Committee recommends no sanction. In its memorandum, ODC asserts that Respondent should be sanctioned at least the same as Mr. Callier (Public Reprimand) because the two attorneys had similar responsibilities – e.g. communicating with the client and performing tasks appropriately. While at the outset this may be true, the Committee disagrees, finding that their actions, inactions, and harm caused are all different. The Committee would like to note that while it cannot require any continuing legal education in law management practice, it

makes this recommendation for Dismissal with the expectation that Respondent will be more diligent and careful in his future case handling.

CONCLUSION

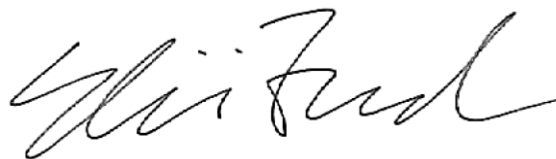
The Committee recommends Dismissal, despite “technical violation.” The Committee strongly believes that the real culpability here lies with individuals whose actions are not up for its review. It is the opinion of the Committee that it is neither just nor in compliance with the *ABA Standards for Imposing Lawyer Sanctions* to sanction one legal professional for the actions or inactions of another. The Committee finds that the cases and evidence support a lack of sanction.

This opinion is unanimous and has been reviewed by each committee member, who fully concur and who have authorized Elicia D. Ford to sign on their behalf.

New Orleans, Louisiana, this 13th day of May 2025.

**Louisiana Attorney Disciplinary Board
Hearing Committee # 9**

**Elicia D. Ford, Committee Chair
Brandi F. Ermon, Lawyer Member
Dan A. Johnson, Public Member**

A handwritten signature in black ink, appearing to read "Elicia Ford", written in a cursive style.

BY:

**Elicia D. Ford, Committee Chair
For the Committee**

APPENDIX

Rule 1.1. Competence

- (a) A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.
- (b) A lawyer is required to comply with the minimum requirements of continuing legal education as prescribed by Louisiana Supreme Court rule.
- (c) A lawyer is required to comply with all of the requirements of the Supreme Court's rules regarding annual registration, including payment of Bar dues, payment of the disciplinary assessment, timely notification of changes of address, and proper disclosure of trust account information or any changes therein.

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

...

- (c) A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

...

Rule 1.4. Communication

- (a) A lawyer shall: ... (3) keep the client reasonably informed about the status of the matter; ...

...

Rule 1.16. Declining or Terminating Representation

...

- (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.

CERTIFICATE OF MAILING

**IN RE: CHRISTOPHER HICKS CARBINE
DOCKET NO. 24-DB-012**

I, Raul V. Esquivel, the undersigned Board Administrator for the Louisiana Attorney Disciplinary Board, certify that a copy of the foregoing Hearing Committee Report and Initial Cost Statement has been mailed to the Respondent or his/her Attorney of Record, by E-mail and/or United States Mail and E-Filed to the Office of Disciplinary Counsel, this 13th **day of May, 2025** at the following address:

Via Email to: ANDRE@MANASSEHANDGILL.COM

Via U.S. Mail to:

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*Raul V. Esquivel III
Board Administrator*