ORIGINAL

LOUISIANA ATTORNEY DISCIPLINARY BOARD

IN RE: KEELUS RENARDO MILES

DOCKET NO. 21-DB-020

REPORT OF HEARING COMMITTEE # 26

INTRODUCTION

This attorney disciplinary matter arises out of formal charges filed by the Office of Disciplinary Counsel ("ODC") against Keelus Renardo Miles ("Respondent"), Louisiana Bar Roll Number 29723.[1] ODC alleges that Respondent violated the following Rules of Professional Conduct: 1.5(c), 1.15(a), 1.15 (d), 8.1(c), 8.4(a) and 8.4 (c).[2]

PROCEDURAL HISTORY

The formal charges were filed on April 15, 2021. Respondent failed to file an answer to the charges, which resulted in the matter becoming deemed admitted by order signed June 10, 2021.[3] However, on July 1, 2021, Respondent filed a Motion to Set Matter for Hearing in Mitigation in which he admitted to the factual allegations in the formal charges and requested an

[1] Respondent was admitted to the practice of law in Louisiana on April 22, 2005. Respondent is currently eligible to practice law.
[2] See the attached Appendix for the text of these Rules.
[3] Louisiana Supreme Court Rule XIX, §11(E)(3), states:

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

opportunity to be heard in mitigation. The mitigation hearing was held on August 15, 2022. Deputy Disciplinary Counsel Susan Crapanzano Kalmbach appeared on behalf of ODC. Respondent appeared with counsel, Jonathan C. Pedersen.

For the following reasons, the Committee finds that the Respondent, Keelus Renardo Miles has not provided any testimony or exhibits that would mitigate any penalties that would arise from his admitted violation of Rules of Professional Conduct 1.5 (c), 1.15 (a), 1.15 (d), 8.1 (c), 8.4 (a) and 8.4 (c).

FORMAL CHARGES

The formal charges read, in pertinent part:

> On October 8, 2019, the Office of Disciplinary Counsel ("ODC") received a complaint from Charles R. and Gwendolyn Washington, and the matter was opened for investigation as ODC 0038029. On October 17, 2019, the ODC forwarded to Respondent notice of the complaint and a request for an initial response. Respondent also was asked to provide the ODC with specific information and/or documentation or, in the alternative, to provide an explanation regarding why he did not have the requested information and/or documentation. The ODC's correspondence was received; however, Respondent did not submit an initial response.
>
> The chronology of the ODC's additional efforts to obtain Respondent's cooperation with the ODC investigation include:

- November 6, 2019, email from Respondent requesting an extension of time until November 20, 2019, to submit his initial response.
- November 21, 2019, email from Respondent that the initial response would be further delayed as he was seeking legal representation.
- November 22, 2019, Respondent's request for an extension of time until December 6, 2019, to submit an initial response. The ODC acknowledged this request on November 26, 2019.
- December 16, 2019, ODC second request for an initial response.
- Subpoena Duces Tecum directing that an initial response to the complaint and specific documentation be provided to the ODC on or before January 24, 2020. The subpoena duces tecum personally was served upon Respondent on January 9, 2020, by ODC Investigator Robert Harrison. A courtesy copy was sent to Respondent's counsel via email transmittal on January 9, 2020.
- January 24, 2020, email from Respondent advising that the documents requested via the subpoena duces tecum would be forthcoming by January 27, 2020.

- January 27, 2020, Respondent's response to the subpoena duces tecum, including an initial response to the complaint and some, but not all, of the requested documents.
- January 30, 2020, letter from ODC to Respondent regarding documentation lacking from the subpoena duces tecum return and confirmation of Respondent's March 19, 2020, sworn statement.
- March 13, 2020, letter from ODC cancelling March 19, 2020, sworn statement due to COVID-19, and a request that Respondent contact the ODC to reschedule his sworn statement.
- October 2, 2020, ODC confirmation of Respondent's November 6, 2020, sworn statement.

The ODC investigation reveals that on July 12, 2013, Charles and Gwendolyn Washington sustained serious injuries in a vehicle-pedestrian accident and, shortly thereafter, contacted Respondent for representation. The Washingtons and Respondent agreed to a contingency fee for the legal services to be provided. Although Respondent writes in his initial response that it was "right before the mediation," which was scheduled for July 19, 2018, that he was asked by the Washingtons to "lower" his legal fee to 15% of the amount recovered, Respondent and the Washingtons had reached this agreement several years earlier. The Washingtons had not received a written contract from Respondent; however, on June 5, 2014, Respondent provided to Ms. Washington a handwritten note setting forth the terms of the representation. Respondent was to receive "15% of received funds from the accident in July." The agreement superseded "any agreements made before the 5th of June of 2014." Ms. Washington signed the bottom of the note. An October 16, 2014, email from Respondent to Ms. Washington purportedly transmits a contract for the Washingtons to "look over;" however, the ODC was not provided with a copy of that contract, and the Washingtons report signing no contract. A June 15, 2018, letter from Respondent to the Washingtons purportedly transmits a written contingency fee agreement; however, the copy provided to the ODC is signed only by Respondent. The Washingtons report not having received or signed this contract, which provides for a 15% attorney fee. A July 24, 2018, email from Respondent to Ms. Washington also references the agreed-to 15% attorney fee.

Respondent provided the ODC with copies of the Washingtons' medical records; however, he failed to provide the ODC with the client and banking records associated with the receipt and disbursement of funds on behalf of the Washingtons. For example, the ODC was not provided with any disbursement summaries. In his initial response, Respondent offered that "some" of the requested records "may have been lost due to the 2016 flood." On the day of his November 6, 2020, sworn statement, Respondent provided the ODC with some of the requested banking records.

The ODC identified three sources of funds in association with the Washingtons' accident. The first source of funds was from State Farm Mutual Automobile Insurance Company ("State Farm"), which provided the Washingtons underinsured motorist (UM) and medical payment coverages. The State Farm dispute was resolved for the full policy limits of UM coverage with the issuance of:

- Check no. 122966075J, dated January 10, 2014, payable to "Charles Washington & Miles Law Firm, His attorney," in the amount of $15,000; and
- Check no. 122110459J, dated May 13, 2014, payable to "Miles Law Firm & Gwendolyn Washington," in the amount of $15,000.

Nine additional checks, totaling $9,530, were issued between December 12, 2013, and December 14, 2013, made payable to Mr. or Ms. Washington, along with Respondent, for medical payments. Respondent confirmed that he placed the Washingtons' purported signatures on the backs of the State Farm checks. Although Respondent advised the ODC that he had verbal authority to sign the Washingtons' names, the Washingtons maintain that they did not authorize Respondent to sign either of their names. Further, Ms. Washington learned from State Farm—not Respondent—that the UM payments had been issued, and neither Mr. nor Ms. Washington had knowledge that the medical-payment checks had issued.

The second source of funds was from Agricultural Workers Mutual Auto Insurance Company ("AgWorkers"), which provided liability insurance to the tortfeasor. Respondent placed each of his client's signatures on the releases in favor of AgWorkers and, then, improperly notarized those signatures and transmitted the releases to AgWorkers. Mr. and Ms. Washington maintain that they did not authorize Respondent to sign their names to the releases, and further, the Washingtons were unaware that any releases had been signed until shown copies by the ODC. The AgWorkers dispute settled for the full policy limits with the issuance of:

- Check no. 409065, dated December 3, 2013, payable to Charles Washington and Miles Law Firm LLC, in the amount of $50,000; and
- Check no. 414520, dated March 14, 2014, payable to Gwendolyn Washington and Miles Law Firm LLC, her Attorney, in the amount of $50,000.

Respondent acknowledged placing the Washingtons' signatures on the back of each check, and although Respondent maintains that he had verbal authority to sign his clients' names, the Washingtons report to the contrary. The Washingtons first learned that the AgWorkers dispute was resolved for a total of $100,000 upon hearing a statement made by opposing counsel during the 2018 mediation associated with the Winn Parish litigation.

A third source of funds was from the July of 2014 lawsuit filed on behalf of the Washingtons. *Washington et al. v. City of Winnfield, et al.*, 44269, 1st J.D.C., Parish of Winn. The lawsuit settled for the sum of $90,000. The Washingtons confirmed their endorsements of check no. 131107, dated July 23, 2018, payable from the Louisiana Municipal Risk Management Agency to "Charles & Gwendolyn Washington & Keelus Miles as their Attorney," as well as their signatures on the August 1, 2018, Receipt and Release with Indemnity Agreement.

In total, Respondent received an identified $229,530 on behalf of the Washingtons, of which $139,530 was received before June of 2014.

The banking records establish misuse of Respondent's trust account ending in 9664 in the form of cash withdrawals and repeated online transfers to an account ending in 7380, which Respondent identified as his personal account. The trust

account banking statements further reflect, and Respondent acknowledged during his sworn statement, that Respondent did not maintain the Washingtons' client funds in his trust account. For this reason, disbursements occurring after 2014 made payable to, or on behalf of, the Washingtons were made from Respondent's operating accounts ending in 5778 or 6212.

Confirmed disbursements to Charles and/or Gwendolyn Washington, often referred to by Respondent as loans, totaled $92,000.

- 03/19/2014 No. 1394 (9664) $40,000 Charles Washington
- 06/17/2014 No. 1453 (9664) $15,000 Charles Washington
- 11/14/2017 No. 4046 (5778) $5,000 Charles Washington
- 03/02/2018 No. 4068 (5778) $5,000 Gwendolyn Washington
- 03/15/2018 No. 4073 (5778) $1,500 Gwendolyn Washington
- 06/18/2018 No. 4083 (5778) $5,000 Gwendolyn Washington
- 07/11/2018 No. 4097 (5778) $500 Gwendolyn Washington (reimbursement for costs associated with obtaining medical records)
- 08/01/2018 No. 4089 (5778) $20,000 Charles and Gwendolyn Washington

The ODC identified a $400 disbursement, via check no. 1459, dated July 11, 2014, from Respondent's trust account ending in 9664, to the Winn Parish Clerk of Court for filing fees.

In an October 16, 2014, email, Respondent advised Ms. Washington that he was holding money in his trust account in association with medical expenses incurred by the Washingtons. Respondent's trust account balance on October 1, 2014 was $3,203.38; by October 31, 2014, Respondent's trust account balance was $528.63. Respondent advised the ODC: "I believe some [medical] bills were paid and some—By me. And some not, I believe." Respondent provided no documentation to substantiate this representation. Ms. Washington, however, provided the ODC with a photograph received from Respondent in 2015, via text message, which contained an image of five checks, each dated March 11, 2015, totaling $957.89, and made payable to third-party medical providers. The checks were issued from Respondent's operating account ending in 6212, with J.P. Morgan Chase Bank, N.A., in the name of Miles Law Firm, LLC, Keelus Miles. The ODC attempted to verify that the medical providers had, in fact, received the payments.

- Check no. 1034, in the amount of $392.45, made payable to Orthopedic Surgery Center, account no. 116162, was received by the provider on March 20, 2015.
- Check no. 1035, in the amount of $158.75, made payable to Orthopedic Surgery Center, account no. 116335, could not be confirmed as received.
- Check no. 1036, in the amount of $45, made payable to Cardiovascular-Breaux Bridge Clinic, account no. 337204, could not be confirmed as received, and the account number on the check was not recognized by the provider.
- Check no. 1037, in the amount of $90, made payable to Mark C. Mouton, M.D., LLC, account no. WASCH0001, could not be confirmed as received.

- Check no. 1038, in the amount of $271.69, made payable to Cardiovascular Institute of the South, account no. 200021868, was received by the provider on March 23, 2015.

Other than the two confirmed payments, the medical billing records provided to the ODC reflect that those medical charges were satisfied by the Washingtons' own medical insurance, by payments received by the providers directly from the Washingtons, and by adjustments to charges in accordance with the providers' contracts with the Washingtons' medical insurer. The Washingtons report having personally paid the outstanding balances associated with their medical care.

A legal fee of 15% of the gross proceeds received on behalf of the Washingtons would be $34,429.50 (15% of $229,530).

At a minimum, $101,742.61 of the total proceeds received on behalf of the Washingtons is unaccounted for and not being held in Respondent's trust account.

The ODC respectfully submits that the evidence is clear and convincing that, as a matter of law, Respondent, **KEELUS RENARDO MILES**, a Louisiana-licensed attorney, has violated the Rules of Professional Conduct, Rules 1.5(c) (written contingency fee, disbursement statement), 1.15(a) (safeguarding client funds, recordkeeping, conversion), 1.15(d) (prompt delivery of client and third-party funds), 8.1(c) (cooperation), 8.4(a) (violate RPC), and 8.4(c) (dishonest conduct). See also La. S. Ct. Rule XIX, § 28A (2).

EVIDENCE

The ODC and the Respondent stipulated to the entry of ODC exhibits ODC-1 through ODC- 41. A list of those exhibits is attached in the Appendix of this Report. The list has been labeled as "Exhibit I."

The following persons were present at the hearing and provided testimony:

Don Leery Simmons Jr., Esq. – Former law associate of Respondent

Keelus Renardo Miles- Respondent

Nakia Jackson- Client of Respondent

Mary Norris Hughes- Client of Respondent

Cameron Brooke Hughes- Former paralegal of Respondent

Heidi Miles- Respondent's spouse

George Downing- Attorney/Mentor of Respondent

STANDARD AND BURDEN OF PROOF

The ODC must prove that the Respondent engaged in the alleged misconduct by clear and convincing evidence. As the trier of fact in this matter, the Hearing Committee must determine whether the proven facts constitute a violation of the Rules of Professional Conduct that are alleged as violated in the formal charges. Clear and convincing evidence is evidence indicating that the thing to be proved is highly probable or reasonably certain. Black's Law Dictionary 596 (8th Ed. 2004). Clear and convincing evidence can be proven by circumstantial evidence. *In Re St. Roumain*, 1989-0252 (La. 4/30/90); 560 So.2d 820, 823, citing *In Re Berlant*, 458 Pa. 439, 328 A.2d 471 (1974), *cert. denied*, 421 U.S. 964, 95 S.Ct. 1953, 44 L.Ed.2d 451 (1975).

FINDINGS OF FACT

In noting that this hearing was conducted for the purpose of determining whether there were any facts or evidence that could mitigate the sanctions to be imposed upon the Respondent, the testimony given at the hearing confirmed what was set forth by the ODC in the formal charges. Based upon the testimony given by witnesses presented for both the ODC and the Respondent, the Respondent was described as a very generous and capable person who was engaged in a very unstructured practice of law. There were several statements made by witnesses and the Respondent relative to the Respondent's subpar accounting practices. Most notable was the Respondent's careless handling of the settlement proceeds that he received on behalf of Gwendolyn and Charles Washington. It was stated that the Respondent received an amount in excess of $139,000 on behalf of the Washingtons, however, the funds were never deposited into the Respondent's trust account and it appears that there was never a true accounting of how those funds were dispersed to the Washingtons. Nevertheless, it was stipulated by both the ODC and the Respondent that the Washingtons were made whole, and that no restitution is owed by the Respondent.

The second area of concern that was raised relative to the Respondent's unstructured practice of law was the Respondent's practice of endorsing checks, the improper signing of liability releases, the failure to maintain a written contingency fee agreement with the Washingtons and the improper notarizing of documents on behalf of the Washingtons. While it was apparent from the Respondent's testimony that he had an unconventional attorney/client relationship with the Washingtons, it was clear that he failed to exercise not only ethical restraint but that he also failed to exercise common sense when it came to providing legal advice and providing proper representation. During the Respondent's testimony, he stated that he knew that he should not have endorsed checks or signed notarized documents on behalf of his clients, but he was lax in his judgment. It is this "lax in judgment" on the Respondent's behalf that brings into question his capabilities to practice law in the future.

During the course of the hearing, both, the Respondent and the ODC raised concerns relative to the Respondent's violation of Rule 8.1 (c) of the Rules of Professional Conduct. Based upon the statements made by both parties, there is some concern that there may have been some miscommunication or failure to act on the part of the Respondent's previous counsel of record. It was this failure to act that prompted ODC's assertion of this rule violation. In that context, the Hearing Committee is of the opinion that the Respondent should not be held responsible for the violation of Rule 8.1 until the ODC has confirmed to what extent, if any, that the acts of Respondent's former counsel of record contributed to ODC's assertion of this rule violation.

RULES VIOLATED

Rule 1.5 Fees

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Paragraph (d) or other law. A contingent fee agreement shall be in writing signed by the client. A copy or duplicate original of the executed agreement shall be given to the client at the time of execution of the agreement. The contingency fee agreement shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; the litigation and other expenses that are to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

Rule 1.15 Safekeeping Property

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

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

Rule 8.4 Misconduct

It is professional misconduct for a lawyer to:

(a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

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, the Respondent violated duties owed to the public. He acted negligently, knowingly and intentionally in his violation of the noted Rules of Professional Conduct. Respondent's misconduct caused potential harm to the public, more specifically his clients, due to his failure to effectively manage and oversee his client's trust account. Moreover, but for the fact that the Respondent's clients have been made whole and that there is no restitution owed, the effects of the Respondent's actions would have had a greater impact on the public and the practice of law.

The *ABA Standards for Imposing Lawyer Sanctions* suggest that Suspension is the baseline sanction for Respondent's misconduct. Rule 7.2 of the *ABA Standards for Imposing Lawyer Sanctions* provides that "Suspension is generally appropriate when a lawyer knowingly engages in conduct that is the violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system." Moreover, Rule 8.2 provides that "Suspension is generally appropriate when a lawyer has been reprimanded for the same or similar misconduct

and engages in further similar acts of misconduct that causes injury or potential injury to a client, the public, the legal system, or the profession." In acknowledging that the factual allegations in this matter have been deemed admitted, the Respondent's acts of forging signatures, fraudulently endorsing checks, improperly notarizing documents and not implementing the use of a written contingency fee agreement all represent violations of a duty owed by a legal professional. Additionally, the Respondent has been previously reprimanded for not maintaining his trust accounts and has, apparently, not adopted any accounting techniques that he was encouraged to implement during a previous stint in trust accounting school.

As for any aggravating factors that are relevant to the matter, the Respondent has previously been reprimanded for his failure to maintain his clients' trust account. During the hearing, the Respondent stipulated that he did not follow proper accounting procedures while managing his practice. As for any mitigating factors, the Respondent owes no restitution to any of his clients and the Respondent, as well as the ODC, established that he cooperated with the ODC after it was discovered that his previous counsel of record had not provided an answer to the filing of the formal charges.

CONCLUSION

It is the finding of this Hearing Committee that the Respondent, Keelus Renardo Miles, has violated Rules 1.5(c), 1.15(a), 1.15 (d), 8.4(a) and 8.4 (c) of the Rules of Professional Conduct. As for Rule 8.1 (c), there was no clear and convincing evidence that the Respondent violated this provision. Based upon this finding, it is the recommendation of this Hearing Committee that the Respondent be suspended from the practice of law for a period of two (2) years. Post the period of suspension, it is recommended that the Respondent be placed on probation for one (1) year. During this probationary period, it is recommended that the Respondent attend trust accounting school

and that he acquires the services of a certified public accountant to monitor his practice's financial matters. The Respondent should also be assessed 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 Charles B. Hansberry, III, to sign on their behalf.

Baton Rouge, Louisiana, this 18th day of November, 2022.

Louisiana Attorney Disciplinary Board
Hearing Committee # 26

Charles B. Hansberry III, Committee Chair
Cynthia M. Bologna, Lawyer Member
R. Thomas Brown, Public Member

BY: _____
Charles B. Hansberry III, Committee Chair
For the Committee

APPENDIX

Rule 1.5. Fees

...

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Paragraph (d) or other law. A contingent fee agreement shall be in a writing signed by the client. A copy or duplicate original of the executed agreement shall be given to the client at the time of execution of the agreement. The contingency fee agreement shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; the litigation and other expenses that are to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

...

Rule 1.15. Safekeeping Property

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

...

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

...

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.

Rule 8.4. Misconduct

It is professional misconduct for a lawyer to:

(a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

...

(c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

...