The Supreme Court of the State of Louisiana

IN RE: KEELUS RENARDO MILES

No. 2023-B-00028

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IN RE: Disciplinary Counsel - Applicant Other; Findings and Recommendations (Formal Charges);

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April 25, 2023

Suspension imposed. See per curiam.

SJC

JLW

JTG

WJC

JBM

Hughes, J., dissents and assigns reasons.
Crichton, J., additionally concurs and assigns reasons.
Griffin, J., dissents and would impose a lesser suspension.

Supreme Court of Louisiana
April 25, 2023

Katie Marjanovic

Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

NO. 2023-B-0028

IN RE: KEELUS RENARDO MILES

ATTORNEY DISCIPLINARY PROCEEDING

PER CURIAM

This disciplinary matter arises from formal charges filed by the Office of Disciplinary Counsel ("ODC") against respondent, Keelus Renardo Miles, an attorney licensed to practice law in Louisiana.

PRIOR DISCIPLINARY HISTORY

Respondent was admitted to the practice of law in 2005. In 2014, he participated in the diversion program and attended the Louisiana State Bar Association's Trust Accounting School to address an overdraft in his client trust account. In 2019, we accepted a joint petition for consent discipline and publicly reprimanded respondent for neglecting a legal matter, failing to communicate with a client, and failing to timely refund an unearned fee. *In re: Miles*, 19-1279 (La. 10/21/19), 280 So. 3d 1135 ("*Miles I*").

Against this backdrop, we now turn to a consideration of the misconduct at issue in the present proceeding.

UNDERLYING FACTS

In July 2013, Charles and Gwendolyn Washington sustained serious injuries in a vehicle-pedestrian accident. Shortly thereafter, the Washingtons retained respondent to represent them on a 15% contingency fee basis. In the course of the

representation, respondent collected a total of $229,530 on behalf of the Washingtons, as follows:

1. State Farm provided the Washingtons with UM and medical payments coverage. In 2014, State Farm paid its full policy limits of UM coverage in two checks, each in the amount of $15,000, payable to respondent and Mr. or Mrs. Washington. Nine checks, totaling $9,530, were issued in 2013 payable to respondent and Mr. or Mrs. Washington for medical payments. Respondent endorsed the State Farm checks on behalf of the Washingtons, claiming to the ODC that he had verbal authority from his clients to do so. However, the Washingtons maintain that they did not authorize respondent to sign their names on the checks. Furthermore, the Washingtons were unaware of the issuance of the medical payments checks, and they only learned of the issuance of the UM checks from State Farm, not respondent.
2. Agricultural Workers Mutual Auto Insurance Company ("AgWorkers") provided liability insurance to the tortfeasor. Respondent placed Mr. and Mrs. Washington's signatures on the releases in favor of AgWorkers, improperly notarized those signatures, and transmitted the releases to AgWorkers. The Washingtons maintain that they did not authorize respondent to sign their names on the releases. Furthermore, the Washingtons were unaware that any releases had been signed until they were shown copies by the ODC. In 2013 and 2014, AgWorkers paid its full policy limits of liability coverage in two checks, each in the amount of $50,000, payable to respondent and Mr. or Mrs. Washington. Respondent endorsed the AgWorkers checks on behalf of the Washingtons, claiming to the ODC that he had verbal authority from his clients to do so. However, the Washingtons maintain that they did not authorize respondent to sign their names on the checks. Furthermore, it was

not until 2018 that Mr. and Mrs. Washington learned from defense counsel, not respondent, that their claims against AgWorkers had been paid.

3. A lawsuit filed on behalf of the Washingtons against the City of Winnfield settled in July 2018 for the sum of $90,000. The Washingtons confirm that they signed their names to the release in favor the defendant and that respondent gave them the settlement check issued by Louisiana Municipal Risk Management Agency, which they in turn deposited into their bank account.[1]

Respondent did not maintain the funds he received from State Farm and AgWorkers, totaling $139,530, in his client trust account. Between 2014 and 2018, respondent paid a total of $92,000 to Mr. and Mrs. Washington from his operating account. Banking records also establish respondent's misuse of the trust account in the form of cash withdrawals and repeated online transfers to his personal account.

In October 2014, respondent advised Mrs. Washington that he was holding funds in his trust account to pay medical expenses. Respondent later informed the ODC that he thought he had paid some of the Washingtons' medical bills, but he provided no documentation to substantiate this assertion. In March 2015, Mrs. Washington received a text message from respondent containing an image of five checks totaling $957.89 and payable to third-party medical providers. Only two of these checks could be confirmed as having been received by the provider. The remainder of the Washingtons' medical expenses were satisfied by their 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.

[1] The ODC does not allege any misconduct relating to the $90,000 settlement check. This information is included solely to provide a complete picture of the funds received by respondent on behalf of the Washingtons.

At the end of the legal representation, and after deducting a 15% attorney's fee from the gross proceeds respondent received on behalf of the Washingtons, the sum of $11,742.61 could not be accounted for and was not being held in respondent's trust account. On October 19, 2021, respondent, through counsel, delivered a cashier's check to the Washingtons in this amount.

In October 2019, the Washingtons filed a complaint against respondent with the ODC. Respondent did not file an answer to the complaint, necessitating the issuance of a subpoena to compel his response and the production of specific documentation. Respondent responded to the subpoena in January 2020 and answered the complaint. He also supplied some, but not all, of the requested documents.[2] Respondent subsequently gave a sworn statement to the ODC in November 2020.

DISCIPLINARY PROCEEDINGS

In April 2021, the ODC filed formal charges against respondent arising out of his representation of the Washingtons. The ODC alleged that respondent's conduct violated Rules 1.5(c) (written contingency fee agreement, disbursement statement), 1.15(a) (safeguarding client funds, recordkeeping, conversion), 1.15(d) (failure to timely remit funds to a client or third party), 8.1(c) (failure to cooperate with the ODC in its investigation), 8.4(a) (violation of the Rules of Professional Conduct), and 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) of the Rules of Professional Conduct.

[2] The ODC requested client and banking records associated with respondent's representation of the Washingtons. Respondent produced his clients' medical records and some banking records; however, he failed to provide the ODC with a signed contingency fee agreement or any settlement disbursement statements. In his initial response, respondent offered that some of the requested records may have been lost in the catastrophic flood of August 2016.

Respondent did not answer the formal charges, and the factual allegations contained therein were deemed admitted. In July 2021, respondent's counsel filed an unopposed motion to be heard in mitigation, which was granted.

Hearing Committee Report

Following the mitigation hearing, the hearing committee noted that the factual allegations set forth in the formal charges were deemed admitted upon respondent's failure to answer the charges. The committee also noted that respondent later admitted to the deemed admitted facts, and the matter proceeded to a hearing in mitigation only.

After further considering the testimony and evidence presented at the mitigation hearing, the committee determined the testimony confirmed what was set forth by the ODC in the formal charges. The committee further found that witnesses described respondent as "a very generous and capable person who was engaged in a very unstructured practice of law." Several witnesses, and even respondent himself, made statements regarding his subpar accounting practices. The committee found that respondent's careless handling of the Washingtons' settlement funds was most notable because he failed to place the funds into his trust account and never provided a true accounting of the disbursal of the funds. Nevertheless, the ODC and respondent stipulated that the Washingtons have since been made whole and are not due any restitution.

The committee further found that respondent's testimony made it apparent he and the Washingtons had an unconventional attorney/client relationship. Nevertheless, respondent failed to exercise ethical restraint as well as common sense when it came to providing legal advice and proper representation to the Washingtons. He forged their signatures on checks and releases, improperly notarized documents, and did not implement the use of a written contingency fee

agreement. During his testimony, respondent stated that he knew he should not have endorsed checks or signed notarized documents on his clients' behalf but that he was lax in his judgment.

The committee then found both the ODC and respondent raised concern that there may have been some miscommunication or failure to act on the part of respondent's previous counsel, and it was this failure to act that prompted the ODC's allegation of a Rule 8.1(c) violation in the formal charges. Because the ODC has not confirmed to what extent, if any, respondent's previous counsel contributed to respondent's failure to cooperate, the committee decided respondent should not be found in violation of Rule 8.1(c).

Based on the deemed admitted facts and the committee's additional findings set forth above, the committee determined respondent violated Rules 1.5(c), 1.15(a), 1.15(d), 8.4(a), and 8.4(c) of the Rules of Professiona1Conduct. For the reasons indicated above, the committee declined to find a violation of Rule 8.1(c).

The committee then determined respondent negligently, knowingly, and intentionally violated duties owed to his clients, causing them potential harm through his failure to effectively manage and oversee his trust account. The committee noted, however, that respondent's conduct would have had a greater impact on the public and the legal profession had he not made his clients whole. After considering the ABA's *Standards for Imposing Lawyer Sanctions*, the committee determined the baseline sanction is suspension.

In aggravation, the committee found a prior disciplinary record and noted respondent's stipulation "that he did not follow proper accounting procedures while managing his practice." In mitigation, the committee noted that "[r]espondent owes no restitution to any of his clients" and "[r]espondent, 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."

Under these circumstances, the committee recommended respondent be suspended from the practice of law for two years.

Neither respondent nor the ODC filed an objection to the committee's report. Therefore, pursuant to Supreme Court Rule XIX, § 11(G), the disciplinary board submitted the committee's report to the court for review.

After considering the matter, we issued an order directing respondent and the ODC to submit written briefs addressing whether the sanction recommended by the committee is appropriate. Both parties filed briefs in response to our order.

DISCUSSION

Bar disciplinary matters fall within the original jurisdiction of this court. La. Const. art. V, § 5(B). Consequently, we act as triers of fact and conduct an independent review of the record to determine whether the alleged misconduct has been proven by clear and convincing evidence. *In re: Banks*, 09-1212 (La. 10/2/09), 18 So. 3d 57. While we are not bound in any way by the findings and recommendations of the hearing committee and disciplinary board, we have held the manifest error standard is applicable to the committee's factual findings. *See In re: Caulfield*, 96-1401 (La. 11/25/96), 683 So.2d 714; *In re: Pardue*, 93-2865 (La. 3/11/94), 633 So.2d 150.

Our review of the record reveals that respondent failed to maintain necessary client and financial records, misused his client trust account, converted client funds, failed to timely remit funds to his clients and their third-party medical providers, and signed his clients' names to the backs of settlement checks and releases without their authority and then notarized the signatures. This misconduct amounts to a violation of the Rules of Professional Conduct as found by the hearing committee.

Having found evidence of professional misconduct, we now turn to a determination of the appropriate sanction for respondent's actions. In determining

a sanction, we are mindful that disciplinary proceedings are designed to maintain high standards of conduct, protect the public, preserve the integrity of the profession, and deter future misconduct. *Louisiana State Bar Ass'n v. Reis*, 513 So. 2d 1173 (La. 1987). The discipline to be imposed depends upon the facts of each case and the seriousness of the offenses involved considered in light of any aggravating and mitigating circumstances. *Louisiana State Bar Ass'n v. Whittington*, 459 So. 2d 520 (La. 1984).

The record further supports a finding that respondent knowingly, if not intentionally, violated duties owed to his clients, the public, and the legal profession. While his conduct harmed the Washingtons, we acknowledge that they have now been made whole, lessening their injury. The potential harm to the profession was, nevertheless, significant.

In determining the appropriate baseline sanction for respondent's misconduct, we look to the ABA's *Standards for Imposing Lawyer Sanctions*. After reviewing same, we find the following Standards apply: (1) Standard 4.11, which indicates disbarment is appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client; and (2) Standard 4.62, which indicates suspension is appropriate when a lawyer knowingly deceives a client and causes injury or potential injury to the client. Based on these ABA Standards, the baseline sanction here ranges from suspension to disbarment.

Further delving into the ABA Standards, we next look at relevant factors in aggravation and mitigation. In aggravation, the record supports a prior disciplinary record and substantial experience in the practice of law. Mitigating factors present are personal or emotional problems (the flooding of respondent's home in 2016) and remorse.

Turning to the issue of an appropriate sanction under the specific circumstances presented here, we find that respondent's most serious misconduct is

his conversion of client funds coupled with his improper signing of his clients' names to checks and releases. Because the instant case was presented in the context of a deemed admitted filing, the hearing committee did not have the opportunity to make detailed factual or credibility findings. Nonetheless, the committee's references to respondent's "unstructured practice of law" and his "unconventional attorney/client relationship with the Washingtons" strongly suggests the committee believed his actions were the result of negligence rather than intent. Moreover, it is undisputed that after charges were filed,[3] respondent made full reimbursement to his clients in the amount of $11,742.61, which was the sum agreed to by the parties. Respondent is remorseful for his conduct and recognizes the need for additional training and supervision in the future.[4]

Based on the foregoing, we find the appropriate sanction here is a three-year suspension from the practice of law.

DECREE

Upon review of the findings and recommendations of the hearing committee, and considering the record and the briefs filed by the parties, it is ordered that Keelus Renardo Miles, Louisiana Bar Roll number 29723, be and he hereby is suspended from the practice of law for a period of three years. All costs and expenses in the matter are assessed against respondent in accordance with Supreme Court Rule XIX,

[3] Admittedly, respondent did not make reimbursement until two years after the filing of a disciplinary complaint and six months after the ODC filed formal charges. On the other hand, respondent points out that due to his poor accounting practices, it was actually possible the clients were overpaid.

[4] In brief, respondent agreed to accept probation following his suspension. However, we do not typically impose a period of probation in cases where the actual period of suspension is greater than one year, as such issues and any other relevant factors "are best addressed if and when the lawyer applies for reinstatement." *See, e.g., In re: Southall*, 14-2441 (La. 3/17/15), 165 So. 3d 894; *In re: Welcome*, 02-2662 (La. 1/24/03), 840 So. 2d 519; and *In re: Harris*, 99-1828 (La. 9/17/99), 745 So. 2d 1172.

§ 10.1, with legal interest to commence thirty days from the date of finality of this court's judgment until paid.

SUPREME COURT OF LOUISIANA

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ATTORNEY DISCIPLINARY PROCEEDING

Crichton, J., additionally concurs and assigns reasons.

I agree with the discipline imposed. In 2019, I dissented from the acceptance of the joint petition for consent discipline for this respondent, explaining that I believed the conduct at issue warranted more significant discipline. *In re: Miles*, 19-1279 (La. 10/21/19), 280 So. 3d 1135 (Crichton, J., dissents). In the instant matter, respondent admitted to what I believe are serious violations of the Rules of Professional Conduct, including misuse of the client trust account, conversion of client funds, and improper check signing. In my view, these significant, repeated violations of our professional rules warrant the three-year suspension imposed.

SUPREME COURT OF LOUISIANA

No. 2023-B-00028

IN RE: KEELUS RENARDO MILES

Attorney Disciplinary Proceeding

Hughes, J., dissents and would impose a 2 year suspension.