

IN THE SUPREME COURT  
STATE OF MISSOURI

IN RE: )  
 )  
LINDA F. JARMAN, ) Supreme Court # SC89987  
 )  
Respondent. )

---

RESPONDENT'S BRIEF

---

LINDA F. JARMAN MBE# 39927  
Respondent  
111 Church Street, Ste. 207  
Ferguson, MO 63135  
Ph# (314) 522-8900  
Fax (314) 522-9300  
Email [jarmanflr@aol.com](mailto:jarmanflr@aol.com)

TABLE OF CONTENTS

STATEMENT OF JURISDICTION ..... 1

STATEMENTS OF FACTS ..... 2

ARGUMENT ..... 8

CONCLUSION ..... 15

CERTIFICATE OF SERVICE ..... 16

CERTIFICATION ..... 16

I  
STATEMENT OF JURISDICTION

The Missouri Supreme Court has jurisdiction over attorney discipline issues in the State of Missouri as granted by Article 5, Section 5 of the Missouri Constitution, Supreme Court Rule 5, and RSMo Section 484.040.

## STATEMENT OF FACTS

Respondent accepted admonitions in previous cases. Those cases concerned issues with communication and safekeeping of property.

## Neley-Mosley Complaint

Respondent had represented Ms. Neley-Mosley in numerous traffic matters, the last of which was May 2007. Ms. Neley-Mosley's tickets had a court date in mid May 2007. Respondent went to St. Louis City court prior to that court date and met with an Assistant City Counselor about the case. As was the custom and practice, the Assistant City Counselor makes a recommendation which was entered into the computer on his desk in the presence of Respondent. The specific recommendation was then written on a preprinted form and given to Respondent. The moving violation was amended with a charge of \$185. The seatbelt charge was dismissed. Respondent deposited the recommendation in the main Post Office to the address Respondent had on file. Ms. Neley-Mosley contacted Respondent a week later asking about the disposition. Respondent advised that it had been mailed to her. Ms. Neley-Mosley advised Respondent that she had a new address and asked Respondent to fax the information to her.

Respondent learned in September 2007 that a complaint had been filed by Ms. Neley-Mosley. Respondent was handling other tickets for M. Neley-Mosley

so

2

was confused concerning the complaint. That was the first time that Respondent was made aware of the problem. Respondent went to St. Louis City Court to view Ms. Neley-Mosley's information. Respondent found that Ms. Neley-Mosley had been sent a warrant notice and had paid the ticket. Oddly enough, the ticket amount was the same as the amended fine.

#### Latasha Dean Complaint

Latasha Dean is not and has not ever been a client of the Respondent. Respondent has represented Latasha's mother, Dianne Dean, in a number of actions concerning child support and marital property division. Latasha Dean contacted Respondent and stated that she wanted to become her own payee. Because of some of the statements she made, Respondent felt that there was some contention between mother and daughter.

Respondent first tried to speak to the Judge about the situation in general to determine procedurally what should be done. The Judge refused to speak with Respondent because the father had been represented by counsel in a previous matter. Respondent then went to the presiding Judge and was advised that if the mother and daughter were in fact at odds, Respondent would have to ask the Judge to appoint a Guardian Ad Litem for Latasha Dean.

Respondent then contacted Dianne Dean to determine what was going on

3

between the two. Dianne Dean was aware of Latasha had contacted Respondent. Dianne Dean advised that Latasha and she had a disagreement over mother's rules and that Latasha was out of the home.

Dianne Dean stated that she agreed with the request for a modification and that she would modify the divorce, but she would not pay any fees; Latasha must pay the costs. Respondent informed Dianne Dean of the Presiding Judge's statements. We discussed the father's history regarding paying support for Latasha and the likelihood of Mr. Dean paying support directly to Latasha. Dianne Dean wanted to remain in control of the case to ensure enforcement.

Respondent prepared the Motion to Modify for Dianne Dean. She signed it and completed the financials. Latasha asked for the pleadings so that she could obtain her father's consent and signature. She called Respondent periodically with questions that Mr. Dean raised after speaking with his lawyer. Respondent did amend some information in the pleading. After a number of weeks, Latasha returned with the signed and notarized documents. Respondent filed Diane Dean's Modification, with both parents' consent attached, with the court.

Latasha Dean called Respondent repeatedly asking as to when the matter would be completed. Respondent made several trips to speak with the courtroom

clerk or the judge. Respondent prepared an order which only require the judge's

4

signature. Respondent was told by the clerk that the case was on the judge's desk for his signature on more than one occasion.

Dianne Dean called Respondent to report that she was tired of Latasha constantly complaining about the money so she had filed documentation with the bank to have the child support check direct deposited into Latasha's account.

Dianne Dean asked and Respondent agreed to withdraw the Motion.

Latasha Dean contacted Respondent, wanting her money back. Respondent advised her that the court fee of \$150 had been paid to the court and once they refunded any portion of that fee, Respondent would refund a portion of the remaining \$145. Latasha called the court and was told that they were not going to refund any of the \$150 filing fee. Although Respondent found that unusual, Respondent nevertheless prepared a statement and refunded \$100 of the \$145 attorney fee. Although Latasha was upset over the form of the refund (money order) she did accept it.

#### Disciplinary Case

Respondent appeared before the committee as requested and answered a number of questions as well as heard a number of criticisms about Respondent's handling of this case. Respondent did not agree that she represented Latasha Dean

and believes that she complied with her client, Dianne Dean's to modify her

5

divorce. Respondent expressed that she did not believe that she had much control over the events with Ms. Neley-Mosley.

Counsel for the Informant and Respondent did agree on a disciplinary plan in which Respondent would accept a 6-month suspension with a stay based compliance upon certain conditions. To that end, Respondent spoke with a local attorney who agreed to act as mentor and waited for the agreement to be effectuated. Respondent was not advised of any further hearing other than the one attended with the committee.

Respondent was contacted by letter advising her of a meeting at the Court. Said meeting was not specified as a hearing. Respondent was unable to attend due court matters. Respondent wrote a letter to an attorney named McMurray and asked the reason for the hearing. Respondent got no response. Counsel for the Informant called approximately three days prior and left a message concerning the meeting at court that apparently had been rescheduled. Respondent was sick with severe bronchitis and had her co-worker to advise of same.

Respondent had a number of court appearances which she was able to get rescheduled or to have someone to cover for her. One matter could not be rescheduled and no colleague was available to cover for Respondent. Rather than

to have the court and the client inconvenienced, Respondent appeared.

Respondent

6

Advised everyone in that court of the medical problem, although Respondent's medical condition was obvious from the sound of Respondent's voice which was barely above a whisper. The matter was handled expeditiously and Respondent left the court. Respondent saw Counsel for the Informant at the elevator and was told she should have been at the 'meeting'. Respondent explained that she could not avoid the hearing.

## ARGUMENT

## Neley-Mosley complaint

Respondent stipulated that she failed to ensure that the information was entered into the computer by the Assistant City Counselor. Respondent was present in the office of the City Counselor and watched as he entered the information. Respondent had performed this action on numerous occasions without incident. Respondent has never had to take any information to another source. In the past, the only time there was a problem was if the client failed the next court date. Respondent checked the computer after being advised of the incident and found the information Ms. Neley-Mosley complained of. Respondent attempted to contact the Assistant City Counselor, but he was no longer employed in that capacity.

In the past, no other action is required of the attorney unless the recommendation takes place on the day of court. Then the attorney must take the recommendation to the courtroom clerk so that she can log the information in for the judge. In the instant case, this at least a week before the court date. The courtroom clerk or docket would not have been available. In all previous occasions the matters have been handled without incident. The Assistant City

Counselor amended to ticket to a non-point violation, which usually carries a higher fine and dismissed the seatbelt charge. Respondent has no control over the input of the information into

8

the computer and is not able to view the content.

Once counsel received the written copy, it was deposited in the Post Office to the address Respondent had on file. A few days later, Ms. Neley-Mosley called to find out what happened. She had not received the written recommendation. She informed Respondent that she had moved to a new address but asked that the information be faxed to her. That was done. According to the recommendation, Ms. Neley-Mosley was to pay \$189 before August 23, 2007.

In the interim, Ms. Neley-Mosley received a notice from the St. Louis City Municipal court regarding a warrant for failure to appear. From all indications, she attempted to fax it to Respondent and to call but the phone was temporarily disconnected. Although Ms. Neley-Mosley had dropped by Respondent's office without notice on numerous occasions, she did not attempt to make personal contact Respondent at the office. Ms. Neley-Mosley went to the court in June and paid the fine. Miraculously, the fine was \$189 which is the same amount of the amended fine. The seatbelt charge apparently disappeared. Even though the amendment was reportedly not entered into the computer, the fine was the same as

the amendment and the seatbelt charge disappeared.

Respondent learned of the problem in September when Respondent was contacted about Ms. Neley-Mosley's complaint. By that time, the matter had been

9

disposed of some three months prior. In Respondent's experience, the Department of Revenue does not remove points once assessed after more than a month has passed.

Respondent has had a number of problems with telephone service. AT&T eventually came out, dug up the sidewalk in front of the building, left it in that state for about a week and made a repair underground. Service was problematic for the week, but has been fairly smooth since then in Respondent's office. Other tenants have reported problems, but things are better.

Respondent had advised a colleague of the nature of the Neley-Mosley complaint. That colleague was then advised of a similar problem with one of her clients. She found that the exact same thing had happened. She was able to recall the warrant and get her client's case back on track without problem.

#### Latasha Dean Complaint

Respondent signed a stipulation regarding Latasha Dean, but is not agreeing that she represented Latasha Dean. Latasha Dean's only role in this case was to pay the fees, as her mother stated. Respondent has represented Latasha's mother,

Dianne Dean, since the mid 1990's in a number of actions concerning child support and marital property division. Latasha Dean was the first to contact Respondent about becoming her own payee. When mother Dianne Dean was contacted, she

10

agreed to Modify her divorce and after discussion with Respondent, signed all paperwork. Dianne Dean wanted to remain in control of the case due to Mr. Dean's history regarding child support and his history of noninvolvement with Latasha Dean. We both questioned his sudden interest in Latasha and sudden interest in her. She was living with him at the time. Dianne Dean agreed to modify the case and she would consent to Latasha being paid directly. Dianne Dean did emphasize that Latasha would have to pay my fees. I told her that I would only charge \$300, including the filing fee of \$150. Latasha was reported to be a student at Harris Stowe State University and working for Falcon Holdings on the weekends at the time.

Respondent prepared the Motion to Modify for Dianne Dean. She signed it and completed the financials. She did so without hesitation. Latasha asked for the pleadings so that she could obtain her father's consent and signature. Latasha called Respondent periodically with questions that Mr. Dean raised after speaking with his lawyer. Respondent did amend some information in the pleading. After a number of weeks, Latasha returned with the signed and notarized documents.

Respondent filed the documents with the court.

Almost immediately, Latasha Dean called Respondent repeatedly asking as to when the matter would be completed. Respondent made several trips to speak with

11

the courtroom clerk or the judge, but was unable to see the judge at any time.

Respondent prepared an order which only require the judge's signature, thinking that may speed things up since both parents were consenting to this arrangement.

Respondent was told by the clerk that the case was on the judge's desk for his signature on more than one occasion.

Finally, Dianne Dean called Respondent to report that she had grown weary of Latasha's constant complaints about the money. She had filed documentation with the bank to have the child support check direct deposited into Latasha's account. She felt that has solved the problem and wanted to withdraw the modification. Respondent withdrew the Motion.

Latasha Dean then contacted Respondent wanting her money back. Respondent advised her that the court fee of \$150 had been paid to the court and once they refunded any portion of that fee, Respondent would refund a portion of the \$145. Latasha called the court and was told that they were not going to refund any of the \$150 filing fee. Although Respondent found that unusual, Respondent

nevertheless prepared a statement after 30 days and refunded \$100 of the \$145 attorney fee. Although Latasha was upset over the form of the refund (money order) she did accept it. She insisted on cash.

12

Latasha Dean was never a client. Dianne Dean agreed to the modification and signed all documents. Latasha's role was only to pay the fee.

#### Disciplinary Case

Respondent appeared before the committee as requested and answered a number of questions as well as heard a number of criticisms about Respondent's handling of this case. Respondent will never agree that she represented Latasha Dean and believes that she complied with her client, Dianne Dean's wishes to best protect Latasha Dean. Respondent does not believe that she had much control over the events with Ms. Neley-Mosley. Never-the-less, Counsel for the Informant and Respondent did agree on a disciplinary plan in which Respondent would accept a 6-month suspension with a stay based compliance upon certain conditions. To that end, Respondent spoke with a local attorney who agreed to act as mentor and waited for the agreement to be effectuated. Respondent was not advised of any hearing other than the one attended with the committee.

Respondent was contacted by letter advising her of a meeting at the

Court. Said meeting was not specified as a hearing. Respondent was unable to attend due court matters. Respondent wrote a letter to an attorney named McMurray and asked the reason for the hearing. Respondent got no response except that Counsel for the Informant called approximately three days prior and left

13

a message concerning the meeting at court that apparently had been rescheduled. Respondent was out of the office, sick with severe bronchitis and had a co-worker to advise Counsel for Informant of same.

#### Sanction

Respondent entered into the negotiations with the Counsel for the Informant. Respondent never agreed with all the statements in the agreement, although some changes were made from the original offering. Never-the-less, Respondent desired to resolve this matter and did enter into the agreement as signed.

### CONCLUSION

Respondent asks that should disciplinary action be deemed appropriate in the Neley-Mosley situation, that the court take into consideration the lack of control that Respondent had over the input of the information. Respondent would also ask that the court consider that the only notice Respondent had was the 3 months later when the complaint was received.

Respondent asks that this court find that Latasha Dean was never represented by Respondent.

Respectfully Submitted By

---

LINDA JARMAN, MB 39927  
Respondent  
111 Church Street, Suite 207  
Ferguson, Missouri 63135  
Ph# 314-522-8900  
Fax# 314-522-9300  
[Jarmanflr@aol.com](mailto:Jarmanflr@aol.com)

15

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was mailed, postage prepaid, to Shevon Harris, Attorney for the Informant at 3216 Locust Avenue, St. Louis MO 63103 on this 7<sup>th</sup> day of August, 2009.

---

CERTIFICATION

I certify that to the best of my knowledge and belief, that this brief:

1. Contains the information required by Rule 55.03;
2. Complies with the limitations of Rule 84.06(b);
3. Was prepared in Word Perfect format (14pt) and contains 2,865 words.

4. Was prepared on a disk that was scanned for viruses with none found.
-

