

**IN THE SUPREME COURT  
STATE OF MISSOURI**

**IN RE:**

**STACEY ROSA HANCOCK**

6320 Brookside Plaza Unit 513

Kansas City, MO 64113

Missouri Bar No. 37089

Respondent.

**Supreme Court No. SC97792**

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**INFORMANT'S BRIEF**

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**ATTORNEYS FOR  
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## **STATEMENT OF JURISDICTION**

Jurisdiction over attorney discipline matters is established by Article 5, Section 5 of the Missouri Constitution, Supreme Court Rule 5, this Court's common law, and Section 484.040 RSMo 2000.

## **STATEMENT OF FACTS**

### **Disciplinary History**

Respondent is Stacey Hancock, licensed on April 22, 1994, with MO Bar No. 37089. **App. A21; A700**<sup>1</sup> Respondent has no disciplinary history. **App. A21; A700.**

### **Facts**

#### *Count I – The Harter Complaint*

In October 2015 Respondent was retained to represent Jordan Harter ("Harter") in connection with a 2015 automobile accident that occurred in Los Angeles, California where she was injured. **App. A206 (Tr. 122); App. A665-A666 (Exhibit 21).** A personal injury engagement agreement was entered into between the parties on October 18, 2015 (the "Engagement Agreement"). **App. A679-A682 (Exhibit A); App. A700.** At the time of the accident Harter was covered by underinsured motorist insurance. **App. A201 (Tr. 117); App. A700.** Although the Engagement Agreement authorized Respondent to endorse the settlement release and settlement drafts on Harter's behalf, it did not authorize Respondent

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<sup>1</sup> The facts contained herein are drawn from the testimony elicited and the exhibits admitted into evidence at the Disciplinary Hearing Panel hearing in this matter held on December 17, 2018 (the "DHP Hearing"). Citations to the trial testimony before the Disciplinary Hearing Panel (the "Panel") are denoted by the appropriate Appendix page reference followed by the specific transcript page reference in parentheses, for example "**App. \_\_\_\_ (Tr. \_\_\_\_)**". Citations to the pleadings and trial exhibits are denoted by the appropriate Appendix page reference.

to settle any claim without Harter's consent. **App. A679-A682 (Exhibit A); App. A700.** On or about December 30, 2015, Respondent settled, with Harter's consent, the property damage portion of her claim for \$5,000.00. **App. 199-200 (Tr. 115-116); App. A700.** Harter had an additional claim for personal injury against the underinsured motorist carrier, Ameriprise Insurance (the "Underinsured Motorist Claim"). **App. A118 (Tr. 36); App. A700.**

In the fall of 2016 after experiencing difficulty contacting Respondent to determine the status of the Underinsured Motorist Claim, Harter engaged a second attorney, Matthew Padberg ("Padberg") to represent her with respect to that claim. **App. A173-A175 (Tr. 91-93).** When Padberg attempted to pursue this claim he learned from the insurance carrier that Respondent settled the matter in February 2016 for \$35,000.00. **App. A174-A175 (Tr. 92-93); App. A700-A701.**

Respondent did not notify Harter that the insurance company made a settlement offer in February 2016 nor that she had accepted the offer. **App. A176 (Tr. 94); App. A701.** In fact, Respondent did not notify Harter that she had settled the matter until more than 8 months after the settlement, and then only after being confronted by Harter's new counsel, Padberg. **A174-A175 (Tr. 92-93); App. A701.** Harter did not sign the settlement agreement. **App. A245 (Tr. 161); App. 248 (Tr. 164).** Rather, Respondent signed Harter's name on the settlement agreement without her knowledge or consent and returned it to the insurer. **App. A245 (Tr. 161); App. 248 (Tr. 164); App. A701.**



After Respondent received the settlement check, she signed Harter's name on it with neither Harter's authorization nor knowledge of the existence of the settlement. **App. A104 (Tr. 22); App. A245 (Tr. 161).** On or about March 4, 2016, Respondent deposited the proceeds of that check into her trust account with Commercial Bank<sup>2</sup> (the "Trust Account"). **App. A633-A638 (Exhibit 19S); App. A701.** Respondent did not promptly notify Harter of receipt of settlement proceeds; nor did she promptly turn over any of the settlement proceeds to Harter at that time. **App. 248 (Tr. 164).**

After being contacted by Harter's new attorney, Matthew Padberg, in November 2016, Respondent tendered payment of the settlement proceeds by delivering a check to Padberg with a notation on the check that it was in full settlement of any claims against Respondent. **App. A180 (Tr. 98); App. A701.** On advice of her counsel, Padberg, Harter did not accept the tendered check. **App. A180 (Tr. 98); App. A701.** Harter subsequently received a second check in the amount of two thirds of the settlement proceeds in April 2017 and cashed that check. **App. A180-181 (Tr. 98-99); App. A701.** The fact that the settlement check was cashed in February 2016 and the funds were not paid over to Ms. Harter until April 2017 illustrates the fact more than 13 months elapsed before the settlement funds were paid to Ms. Harter. Prior to being contacted by Padberg, Respondent made no attempts to deliver the settlement proceeds to Harter. **App. A182-183 (Tr. 100-101); App. A701.**

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<sup>2</sup> The Information inadvertently refers to "Commercial Bank" as "Commerce Bank".

Harter retained Padberg to represent her in pursuing legal remedies against Respondent for settling the matter without her consent and for forging her signature on the settlement agreement and check. **A173-A175 (Tr. 91-93); App. A701-A702.** Through Padberg, Harter filed a disciplinary complaint against Respondent (the "Harter Complaint"). **App. A177 (Tr. 95); App. A702.**

*Count II- The Trust Account Use and Management*

As part of the investigation of the Harter Complaint, the Informant performed, an audit of Respondent's Trust Account for the period November 2015 through February 2018 (the "Audit"). **App. A442-A452 (Exhibit 14); App. A702.** This audit was conducted and supervised by Kelly Dillon ("Dillon") who is and was employed by the Office of Chief Disciplinary Counsel as an Investigative Examiner. Ms. Dillon gave testimony and Exhibits were introduced at the DHP Hearing during her testimony. **App. A267-A314 (Tr. 183-230); App. A410-A663 (Exhibits 5-20).** In furtherance of the Audit, and because Respondent failed to cooperate with demands for records, subpoenas were issued to Commercial Bank, the institution where Respondent maintained her Trust Account, for Respondent's Trust Account bank records. **App. A270-271 (Tr. 186-187); App. A437-A440 (Exhibit 13A).** After receiving and reviewing the Trust Account records, Ms. Dillon requested that Respondent produce copies of settlement statements and other documentation of client representations to support disbursements, withdrawals, and transfers from the Trust Account. **App. 270-271 (Tr. 187-188); App. A428-A429 (Exhibit 10); App. A430-A433 (Exhibit 11).** Respondent failed to produce any of the Trust Account documentation contending, through her counsel, that the

requested documents were destroyed following incidents related to the Ferguson, Missouri unrest and that any documentation that was not destroyed in Ferguson was lost when her computer hard drive crashed. **App. A116 (Tr. 34); App. 279-280 (Tr. 196-197); App. A434-A436 (Exhibit 12).**

Review of the Trust Account records revealed a disproportionate amount of transfers from the Trust Account to Respondent's operating account with Commercial Bank (the "Operating Account" together with the Trust Account, the "Bank Accounts"). **App. A442-A454 (Exhibit 14); App. A702.** As a result, a subpoena was issued to Commercial Bank to obtain Respondent's Operating Account records for the same Audit period. **App. 294 (Tr. 210); App. A437-A440 (Exhibit 13A).**

In connection with the Audit, Ms. Dillon prepared a Trust Account spreadsheet and an Operating Account spreadsheet which summarized receipts into, and withdrawals from, the Trust Account and Operating Account, along with a list of parties on whose behalf payments were made, the amounts paid to such parties, and amounts due to third party providers (collectively, the "Spreadsheets"). **App. A442-A454 (Exhibit 14); App. A455-A511 (Exhibit 15).** The Spreadsheets were received in evidence at the DHP Hearing. **App. 359; App. 703.**

The Audit of the Bank Accounts revealed that: (a) The Trust Account balance frequently fell below the amount necessary to pay settlement proceeds to various clients, (b) some clients received no payments or less than the full amount due, (c) some third-party providers were not paid, (d) client funds and funds due to third parties were transferred into the Operating Account, and (e) Respondent regularly used her Operating

Account to pay personal expenses. **App. A442-A454 (Exhibit 14); App. A455-A511 (Exhibit 15); App. A554-A640 (Exhibit 19A-19T).**

In order to obtain answers to questions raised by the Audit, Respondent's deposition was taken on February 28, 2018. **App. 664-A678 (Exhibit 21); App. A703.** Respondent's deposition and her DHP Hearing testimony revealed that Respondent: (a) continued to assert that records regarding the Harter Complaint and other settlements reached during the period of the Audit were lost during the Ferguson unrest even though the unrest occurred in August and November of 2014, many months before Respondent was retained to represent Ms. Harter in October 2015, (b) continued to assert that any records not destroyed during the Ferguson unrest were destroyed when her computer hard drive crashed, (c) lacked any documented accounting transfers from the Trust Account to the Operating Account, (d) used her Operating Account to pay personal expenses, (e) used her Operating Account to pay personal expenses in order to avoid her creditors, (f) did not maintain records regarding her Bank Accounts. **App. A100-173 (Tr. 18-91); App. A322-345 (Tr. 238-258); App. A664-A678 (Exhibit 21).**

The Spreadsheets and testimony of Ms. Dillon established that:

(a) Respondent represented client Darryl Ross and deposited settlement proceeds on his behalf in the amount of \$10,810 to the Trust Account on March 14, 2016. Respondent failed to make a disbursement of client Ross' share of the settlement in the amount of \$7,000 until on or about August 5, 2016. On May 25, 2016, however, the balance in the Trust Account fell to \$1,241.45, an amount less than that due and owing

to client Ross. Between March 14, 2016 and August 5, 2016, Respondent withdrew settlement proceeds due and owing to client Ross from the Trust Account and deposited them in her Operating Account. **App. A600-A609 (Exhibit 19L); App. A704.**

(b) Respondent represented client Albert Dixon and deposited settlement proceeds on his behalf in the amount of \$7,500 to the Trust Account on March 14, 2016. On May 25, 2016, however, the balance in the Trust Account fell to \$1,241.45, an amount less than that due and owing to client Dixon. Respondent failed to make a partial disbursement of client Dixon's share of the settlement in the amount of \$2,687 until on or about August 2, 2016. Respondent still owed approximately \$2,308 to client Dixon. Between March 14, 2016 and August 2, 2016, Respondent withdrew settlement proceeds due and owing to client Dixon from the Trust Account and deposited them in her Operating Account. **App. A596-A599 (Exhibit 19K); A704-705.**

(c) Respondent represented client Jasmine Bryant and deposited settlement proceeds on her behalf in the amount of \$18,645 to the Trust Account on August 1, 2016 and August 22, 2016. On October 25, 2016, however, the balance in the Trust Account fell to \$140.89, an amount less than that due and owing to client J. Bryant. Respondent failed to make any disbursement of client J. Bryant's share of the settlement in the amount of \$8,356.67 until on or about February 27, 2017. Respondent

still owed approximately \$4,060.90 to client J. Bryant. Between August 1, 2016 and October 25, 2016, Respondent withdrew settlement proceeds due and owing to client J. Bryant from the Trust Account and deposited them in her Operating Account. **App. A593-A596 (Exhibit 19J); A705.**

(d) Respondent represented client Alene Bryant and deposited settlement proceeds on her behalf in the amount of \$9,156.64 to the Trust Account on November 21, 2016 and November 28, 2016. Respondent failed to make any disbursement of client Alene Bryant's share of the settlement. Respondent owed approximately \$6,098.32 to client Alene Bryant. On November 25, 2016, however, the balance in the Trust Account fell to \$5,782.89, an amount less than that due and owing to client Alene Bryant. Respondent withdrew settlement proceeds due and owing to client Alene Bryant from the Trust Account and deposited them in her Operating Account without paying any funds to client Alene Bryant. **App. A562-A565 (Exhibit 19D); A705-706.**

(e) Respondent represented client William Cash and deposited settlement proceeds on his behalf in the amount of \$13,000 to the Trust Account on April 26, 2016 and May 10, 2016. Respondent failed to make any disbursement of client Cash's share of the settlement in the amount of \$6,000 until on or about July 13, 2016 and a payment to a health care provider (Dr. Bradley) in the amount of \$2,000 on or about July 19, 2016. Respondent still owed approximately \$658 to client Cash. On September

6, 2016, however, the balance in the Trust Account fell to \$599.89, an amount less than that due and owing to client Cash. Between April 26, 2016 and September 6, 2016, Respondent withdrew settlement proceeds due and owing to client Ross from the Trust Account and deposited them in her Operating Account. **App. A614-A617 (Exhibit 19L); A706.**

(f) In a second case, Respondent represented client William Cash and deposited settlement proceeds on his behalf in the amount of \$7,968.69 to the Trust Account on December 6, 2016 and December 27, 2016. Respondent made a disbursement to First Recovery Group on behalf of client Cash in the amount of \$608.08 on or about January 10, 2017. Respondent owed approximately \$5,307.15 to client Cash. On August 18, 2017, however, the balance of the Trust Account fell to \$502.14, an amount less than that due and owing to client Cash. Between December 6, 2016 and August 18, 2017, Respondent withdrew settlement proceeds due and owing to client Cash from the Trust Account and deposited them in her Operating Account without paying any funds to client Cash. **App. A614-A617 (Exhibit 19N); A706-A707.**

(g) Respondent represented client Tyrone Gary and deposited settlement proceeds on his behalf in the amount of \$33,000 to the Trust Account on May 19, 2016 and July 11, 2016. Respondent failed to make a disbursement of client Gary's share of the settlement amount of \$21,978. On July 29, 2016, however the balance in the Trust Account fell to

\$1,076.89, an amount less than that due and owing to client Gary. Respondent withdrew settlement proceeds due and owing to client Gary from the Trust Account and deposited them in her Operating Account without paying any funds to client Gary. **App. A559-A561 (Exhibit 19C); A707.**

(h) Respondent represented client Angela Clifton-Harper and deposited settlement proceeds on her behalf in the amount of \$8,500 to the Trust Account on May 31, 2016. Respondent failed to make a disbursement of client Clifton-Harper's share of the settlement in the amount of \$5,661. On July 7, 2016, however, the balance in the Trust Account fell to \$446.45, an amount less than that due and owing to client Clifton-Harper. Respondent withdrew settlement proceeds due and owing to client Clifton-Harper from the Trust Account and deposited them in her Operating Account without paying any funds to client Clifton-Harper. **App. A557-A558 (Exhibit 19B); A707-A708.**

(i) Respondent represented client Sharonda Ballinger and deposited settlement proceeds on her behalf in the amount of \$22,250 to the Trust Account on June 3, 2016. Respondent failed to make a disbursement of client Ballinger's share of the settlement in the amount of \$14,818.50. On July 7, 2016, however the balance in the Trust Account fell to \$446.45, an amount less than that due and owing to client Ballinger. Respondent withdrew settlement proceeds due and owing to



client Ballinger from the Trust Account and deposited them in her Operating Account without paying any funds to client Ballinger. **App. A554-A556 (Exhibit 19A); A708.**

(j) Respondent represented client Nailah Hooper and deposited settlement proceeds on her behalf in the amount of \$7,300 to the Trust Account on November 28, 2016. Respondent failed to make a disbursement of client Hooper's share of the settlement in the amount of \$4,861.80. On August 18, 2017, however the balance of the Trust Account fell to \$502.14, an amount less than that due and owing client Hopper. Respondent withdrew settlement proceeds due and owing to client Hopper from the Trust Account and deposited them in her Operating Account without paying any funds to client Hopper. **App. A573-A575 (Exhibit 19H); A708.**

(k) Respondent represented client Justin McMillan<sup>3</sup> and deposited settlement proceeds on his behalf in the amount of \$6,700 to the Trust Account on January 4, 2017. Respondent failed to make disbursement of client McMillan's share of the settlement in the amount of \$4,462.20. On August 18, 2017 however, the balance in the Trust Account fell \$502.14, an amount less than that due and owing to client McMillan. Between January 4, 2017 and August 18, 2017, Respondent withdrew settlement

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<sup>3</sup> Note that the DHP Decision incorrectly lists the client's name as "McMillan".

proceeds due and owing to client McMillan from the Trust Account and deposited them in her Operating Account. **App. A571-A572 (Exhibit 19G); A708-A709.**

(l) Respondent represented Keisha Slayton and deposited settlement proceeds on her behalf in the amount of \$9,000.00 to the Trust Account on January 4, 2017. Respondent made a partial disbursement of client Slayton's share of the settlement in the amount of \$5,320 on or about January 6, 2017. Respondent still owed approximately \$674 to client Slayton. On August 18, 2017, however, the balance in the Trust Account fell to \$502.14, an amount less than that due and owing to client Slayton. Between January 4, 2017 and August 18, 2017, Respondent withdrew settlement proceeds due and owing to client Slayton from the Trust Account and deposited them in her Operating Account. **App. A610-A613 (Exhibit 19M); A709.**

(m) Respondent represented client Kendra Michael and deposited settlement proceeds on her behalf in the amount of \$12,500 to the Trust Account on January 25, 2017 and May 8, 2017. Respondent failed to make a disbursement of client Michael's share of the settlement in the amount of \$8,325. On August 18, 2017, however, the balance in the Trust Account fell to \$502.14, an amount less than that due and owing to client Michael. Respondent withdrew settlement proceeds due and owing to client Michael from the Trust Account and deposited them in her

Operating Account without paying any funds to client Michael. **App. A568-A570 (Exhibit 19F); A709-A710.**

(n) Respondent represented client Catina Lampkin and deposited settlement proceeds on her behalf in the amount of \$12,000 to the Trust Account on February 21, 2017. Respondent made a partial disbursement of client Lampkin's share of the settlement in the amount of \$2,833.34 on or about February 5, 2018. Respondent still owed approximately \$5,158.66 to client Lampkin. On August 18, 2017, however, the balance in the Trust Account fell to \$502.14, an amount less than that due and owing to client Lampkin. Between February 21, 2017 and August 18, 2017, Respondent withdrew settlement proceeds due and owing to client Lampkin from the Trust Account and deposited them in her Operating Account. **App. A566-A57 (Exhibit 19E); A710.**

(o) Respondent represented client Mariesta Crisp and deposited settlement proceeds on her behalf in the amount of \$12,000 to the Trust Account on March 20, 2017, Respondent failed to make a disbursement of client Crisp's share of the settlement in the amount of \$7,992. On August 18, 2017, however, the balance in the Trust Account fell to \$502.14, an amount less than that due and owing to client Crisp. Respondent withdrew settlement proceeds due and owing to client Crisp from the Trust Account and deposited them in her Operating Account without paying any funds to client Crisp. **App. A639-A640 (Exhibit 19T); A710-A711.**

(p) Respondent represented client Kim Mitchell and deposited settlement proceeds on her behalf in the amount of \$20,000 to the Trust Account on December 30, 2015. Respondent made a partial disbursement of client Mitchell's share of the settlement in the amount of \$1,000 on or about February 5, 2016, and the trust account balance fell to \$609.19 on February 22, 2016, an amount less than that due and owing to client Mitchell. Respondent made 6 other partial payments between March 4, 2016 and July 18, 2016, for an aggregate amount of \$9,609.59. Respondent still owed approximately \$3,910.4 to client Mitchell. Between December 20, 2015 and February 22, 2016, Respondent withdrew settlement proceeds due and owing to client Mitchell from the Trust Account and deposited them in her Operating Account. **App. A576-A592 (Exhibit 19I).**

(q) Respondent deposited settlement proceeds on behalf of Ms. Harter in the amount of \$35,000 to the Trust Account on March 3, 2016. On May 25, 2016, however, the balance in the Trust Account fell to \$1,2413.45, an amount less than that due and owing to Ms. Harter. Respondent did not pay Ms. Harter her share of the settlement in the amount of \$23,333.33 until on or about April 7, 2017. Between March 3, 2016 and May 25, 2016, Respondent withdrew settlement proceeds due and owing to client Mitchell from the Trust Account and deposited them in her Operating Account. **App. A110 (Tr. 28); App. A633-A638 (Exhibit 19S).**

### Disciplinary Proceeding and Decision

This attorney disciplinary matter is before this Court following the evidentiary DHP Hearing conducted by the Panel on December 17, 2018. **App. A82-A358.** Respondent filed her Answer and Affirmative Defenses to Information on September 18, 2018. **App. A72-A73.** Respondent was present for, and participated in, the DHP Hearing. **App. A87.** On February 1, 2019, the Panel issued the Disciplinary Hearing Panel Decision (the “DHP Decision”). **App. A699-A714.**

#### *Count I – The Harter Complaint*

With respect to Count I of the Information regarding the Harter Complaint, the Panel found that Respondent violated (a) Rule 4-1.2(a) for failing to consult with her client regarding the settlement, (b) Rule 4-1.4 for failing to report the settlement negotiation and ultimate settlement to Harter, (c) Rule 4-1.15(d) by receiving client funds and failing to promptly deliver them to the client, (d) Rule 4-8.4(b) by signing the settlement agreement and settlement check without Harter's consent, (e) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by entering into the settlement agreement without Harter's consent, signing Harter's name on the settlement agreement, cashing the settlement check and not tendering payment of the proceeds to Harter until more than 8 months after she received them, and not actually paying the settlement proceeds to Harter until more than 13 months after she received them, and (f) Rule 4-8.4(d) by engaging in conduct prejudicial to the administration of justice as evidenced by the fact that Respondent entered into the settlement agreement without her client's consent, signing Harter's name on the settlement agreement, cashing the settlement check and not

tendering payment of the settlement proceeds to Harter until more than 8 months after she received them, and not actually paying the settlement proceeds to Harter until more than 13 months after she received them. **App. A711-A712.**

*Count II – Trust Account Use and Management*

With respect to Count II of the Information regarding Respondent's Trust Account use and management, the Panel found that Respondent violated (a) Rule 4-1.15(a) by comingling her personal funds with the funds in the Trust Account, (b) Rule 4-1.15(f) by failing to properly keep Trust Account records, (c) Rule 4-15 by allowing the balance in the Trust Account to fall below the amount due to clients on multiple occasions, (d) Rule 4-8.1(c) by failing to produce records related to the Trust Account and the Operating Account, (e) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, and misrepresentation by misappropriating funds belonging to clients or third parties from the Trust Account, (f) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by using her Bank Accounts as a vehicle to avoid paying creditors, and (g) Rule 4-8.4(d) by engaging in conduct prejudicial to the administration of justice as evidenced by the fact that Respondent used her Bank Accounts as a vehicle to avoid paying judgment creditors. **App. A712-A713.**

*Aggravating and Mitigating Factors*

The Panel found the following aggravating factors: (a) dishonest or selfish motive demonstrated by Respondent siphoning Trust Account funds into her Operating Account and paying non-office related personal bills and expenses with those funds, (b) a pattern of misconduct as evidenced by Respondent's frequent siphoning of money that should have gone to clients into her Operating Account and spending it on personal expenses, (c) the existence of multiple counts of misconduct evidenced by Respondent's actions with respect to Ms. Harter's settlement, her repeated failure to pay clients and third parties funds due to them, frequent siphoning of client funds from her Trust Account to her Operating Account and using those funds to pay personal expenses, (d) Respondent's failure to show any remorse or acceptance of fault, and (e) Respondent has been practicing law for 22 years. **App. A713-A714.** The only mitigating factor found to exist by the Panel was Respondent's lack of any disciplinary history. **App. A713.**

The Panel recommended that Respondent be disbarred. **App. A714.** Informant accepted the DHP Decision. **App. A715.** Respondent rejected the DHP Decision. **App. A716.** Informant filed the record in this matter with the Court on April 5, 2019.

**POINTS RELIED ON**

**I.**

**RESPONDENT IS SUBJECT TO DISCIPLINE  
BECAUSE SHE ENGAGED IN PROFESSIONAL  
MISCONDUCT IN VIOLATION OF RULES 4-1.2(a), 4-  
1.4, 4-1.15, 4-1.15(a), 4-1.15(d), 4-1.15(f), 4-8.1(c), 4-8.4(c),  
AND 4-8.4(d).**

*In re Coleman*, 295 S.W.3d 870 (Mo. banc 2009)

*In re Ehler*, 319 S.W.3d 442 (Mo. banc 2010)

*In re Farris*, 472 S.W.3d 549 (Mo. banc 2015)

Rule 4-1.2(a)

Rule 4-1.4

Rule 4-1.15

Rule 4-1.15(a)

Rule 4-1.15(d)

Rule 4-1.15(f)

Rule 4-8.1(c)

Rule 4-8.4(b)

Rule 4-8.4(c)

Rule 4-8.4(d)



## II.

**DISBARMENT IS THE APPROPRIATE SANCTION  
FOR RESPONDENT'S MISCONDUCT BECAUSE  
MISSOURI CASE LAW AND THE ABA STANDARDS  
FOR IMPOSING LAWYER SANCTIONS SUPPORT  
SUCH A SANCTION.**

*In re Ehler*, 319 S.W.3d 442 (Mo. banc 2010)

*In re Farris*, 472 S.W.3d 549 (Mo. banc 2015)

*In re Griffey*, 873 S.W.2d 600 (Mo. banc 1994)

*In re Krigel*, 480 S.W.3d 294 (Mo. banc 2016)

*In re McMillin*, 521 S.W.3d 604 (Mo. banc 2017)

Rule 4-1.2(a)

Rule 4-1.4

Rule 4-1.15

Rule 4-1.15(a)

Rule 4-1.15(d)

Rule 4-1.15(f)

Rule 4-8.1

Rule 4-8.4(b)

Rule 4-8.4(c)

Rule 4-8.4(d)

ABA Standards for Imposing Lawyer Sanctions (1991 ed.)

## ARGUMENT

### I.

**RESPONDENT IS SUBJECT TO DISCIPLINE  
BECAUSE SHE ENGAGED IN PROFESSIONAL  
MISCONDUCT IN VIOLATION OF RULES 4-1.2(a), 4-  
1.4, 4-1.15, 4-1.15(a), 4-1.15(d), 4-1.15(f), 4-8.1(c), 4-8.4(c),  
AND 4-8.4(d).**

#### Count I - The Harter Complaint

The Panel found that Respondent violated the following Rules of Professional Conduct with respect to Count I - The Harter Complaint: (a) Rule 4-1.2(a) for failing to consult with her client regarding the settlement, (b) Rule 4-1.4 for failing to report the settlement negotiation and ultimate settlement to Harter, (c) Rule 4-1.15(d) by receiving client funds and failing to promptly deliver them to the client, (d) Rule 4-8.4(b) by signing the settlement agreement and settlement check without Harter's consent, (e) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by entering into the settlement agreement without her client's consent, signing Harter's name on the settlement agreement, cashing the settlement check and not tendering payment of the proceeds to Harter until more than 8 months after she received them, and not actually paying the settlement proceeds to Harter until more than 13 months after she received them, and (f) Rule 4-8.4(d) by engaging in conduct prejudicial to the administration of justice as evidenced by the fact that Respondent entered into the settlement agreement without her client's consent, signing Harter's name on the settlement agreement, cashing the settlement

check and not tendering payment of the settlement proceeds to Harter until more than 8 months after she received them, and not actually paying the settlement proceeds to Harter until more than 13 months after she received them. **App. A711-A712.**

*Rule 4-1.2(a)*

Missouri Supreme Court Rule 4-1.2(a) provides, in part, that a lawyer follow a client's decision of whether to accept an offer of settlement of a matter. This Court found that Rule 4-1.2:

“recognizes that fundamental to the attorney-client relationship is the concept that an attorney advocates for the client's objectives. ‘The client-lawyer relationship itself implies some decisions [are] reserved to the client. Thus, a client and lawyer could not enter into a valid contract that only the lawyer would have the authority to decide what would benefit the client[.]’ Settlement decisions have the potential both to benefit and harm the client. Rule 4-1.2(a) requires a client to be in control of the decisions that have the capacity to affect the client profoundly, specifically referencing the decision whether to accept a settlement of the case...”

*In re Coleman*, 295 S.W.3d 857, 863-864 (Mo. banc 2009) (quoting Restatement of Law Governing Lawyers § 22 cmt. a (2000)).

*Rule 4-1.4*

Respondent violated Rule 4-1.4 by failing to communicate the settlement offer to Ms. Harter. Rule 4-1.4 requires a lawyer to keep his or her client “reasonably informed” of the status of the matter entrusted to him or her and explain matters in such a way as to “permit the client to make informed decisions regarding the representation”. Rule 4-1.4.

By withholding the settlement offer from Ms. Harter, Respondent violated Rule 4-1.4. This Court has found that “[c]ommunication with a client is essential to maintain a productive attorney-client relationship.” *In re Ehler*, 319 S.W.3d 442, 449 (Mo. banc 2010).

*Rule 4-1.15(d)*

Missouri Supreme Court Rule 4-1.15(d) provides that upon receiving client funds, a lawyer is to promptly deliver to the client any funds that the client is entitled to receive. Respondent did not attempt turn over the proceeds due to Ms. Harter until more than 8 months after she received them, and only then following demand by Attorney Padberg. The check Respondent tendered to Padberg for Ms. Harter included a statement on the back that indicated that endorsement of the check would result in settlement of all claims Ms. Harter may have against Respondent. When Padberg appropriately refused to accept that check, it took Respondent another 5 months to pay the settlement funds to Ms. Harter. As a result, Ms. Harter did not receive her settlement proceeds until 13 months after Respondent received Ms. Harter’s settlement funds. Respondent’s conduct in this regard was a clear violation of Rule 4-1.15(d).

*Rules 4-8.4(c) and 4-8.4(d)*

Respondent also violated Rule 4-8.4(c) and Rule 4-8.4(d) by (a) signing the settlement agreement and settlement check without Ms. Harter’s consent, (b) cashing the settlement check and not actually paying the settlement proceeds to Harter until more than 13 months after she received them, and (c) engaging in conduct prejudicial to the administration of justice as evidenced by entering into the settlement agreement without

her client's consent, signing Harter's name on the settlement agreement, cashing the settlement check and not tendering payment of the settlement proceeds to Harter until more than 13 months after she received them. **App. A711.** Respondent's conduct in this regard was dishonest, fraudulent, and deceptive and therefore, violative of Rule 4-8.4(c).

The fact that Respondent settled Ms. Harter's claims without her knowledge or consent resulted in prejudice to the administration of justice in violation of Rule 4-8.4(d) because without knowledge of Respondent's deceptive conduct, Ms. Harter was required to engage attorney Padberg to pursue her Underinsured Motorist Claim. As a result, Padberg, also without knowledge of Respondent's deceptive conduct, expended time (a) making a demand on Ms. Harter's insurer only to learn Respondent settled Ms. Harter's claims without her knowledge or consent, and forged Ms. Harter's name on the settlement agreement and settlement check, and (b) pursuing Respondent in order to retrieve the funds Respondent converted so that they could be turned over to Ms. Harter. The referenced consequences of Respondent's conduct negatively impacted the fair administration of justice.

## Count II – The Trust Account Use and Management

The Panel found that Respondent violated the following Rules of Professional Conduct with respect to Count II – The Trust Account Use and Management: (a) Rule 4-1.15(a) by comingling her personal funds with the funds in the Trust Account, (b) Rule 4-1.15(f) by failing to properly keep Trust Account records, (c) Rule 4-15 by allowing the balance in the Trust Account to fall below the amount due to clients on multiple occasions, (d) Rule 4-8.1(c) by failing to produce records related to the Trust Account and the Operating Account, (e) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, and misrepresentation by misappropriating funds belonging to clients or third parties from the Trust Account, (f) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by using her Bank Accounts as a vehicle to avoid paying judgment creditors, and (g) Rule 4-8.4(d) by engaging in conduct prejudicial to the administration of justice as evidenced by the fact that Respondent used her Bank Accounts as a vehicle to avoid paying judgment creditors. **App. A712-A713.**

### *Rule 4-1.15(a)*

Missouri Supreme Court Rule 4-1.15(a) provides that a lawyer in possession of client funds shall hold those funds in a client trust account, separate from the lawyer's own property. The Audit revealed that Respondent frequently transferred client funds and funds due to third parties from the Trust Account to the Operating Account where those funds did not represent fees earned by her. **App. A442-A454 (Exhibit 14); A703-A710.** In fact, after making such transfers from the Trust Account to the Operating Account,

Respondent then regularly spent client funds for her own uses. **App. A455-A511 (Exhibit 15); A703-A704.** Respondent's failure to maintain client funds in trust and use of such funds to pay personal expenses demonstrate her violation of Rule 4-1.15(a).

*Rule 4-1.15(d)*

As earlier stated, Rule 4-1.15(d) provides that upon receiving client funds, a lawyer shall promptly deliver to the client any funds that the client is entitled to receive. The Audit revealed that many of Respondent's clients did not receive funds due to them in a timely manner, and others never received them at all. **App. A554-A640 (Exhibit 19A-19T); A704-A710.** In fact, the Trust Account balance frequently fell below the amount necessary to pay settlement proceeds to various clients, which funds were to have been held in trust until paid. **App. A442-A454 (Exhibit 14); A704-A710.** The fact that Respondent's Trust Account balances frequently fell below the amounts due to clients demonstrates that Respondent did not hold her clients' funds in trust and therefore funds were not promptly paid to Respondent's clients in violation of Rule 4-1.15(d).

*Rule 4-1.15(f)*

Missouri Supreme Court Rule 4-1.15(f) provides that complete records of client trust accounts shall be maintained by a lawyer. Complete records are to include receipt and disbursement journals, ledgers for all client trust accounts, fee agreements, accountings to clients of disbursements, bills for legal fees, bank statements and records, identifying information pertaining to all electronic transfers, reconciliations and records of credit card transactions. Rule 4-1.15(f). In the instant case, Respondent failed to produce any documentation for the Trust Account or the Operating Account, contending that

requested documents were destroyed during the 2014 unrest in Ferguson, Missouri, which was a year before she was engaged by Ms. Harter, and that whatever was not destroyed then, was lost when her computer hard drive crashed. **App. A116 (Tr. 34); App. 279-280 (Tr. 196-197); App. A434-A436 (Exhibit 12).** Similarly, Respondent failed to produce any records regarding Respondent's representation of Ms. Harter or of any of the other clients she represented during the Audit period, again maintaining that such records were also destroyed during the Ferguson, Missouri unrest or was lost when Respondent's computer hard drive crashed. **App. A116 (Tr. 34); App. 279-280 (Tr. 196-197); App. A434-A436 (Exhibit 12).**

Respondent cannot avoid responsibility for her actions by claiming that she lacks any records. Rule 4-1.15(f) requires each attorney to keep detailed records showing, among other things, the source of every deposit to - and the purpose of every disbursement from - that attorney's trust account. *In re Farris*, 472 S.W.3d at 560<sup>4</sup>. An attorney must be held accountable and is inferred to have knowledge of trust account records and cannot claim ignorance of client funds as a defense. *Id.* at 561. In fact, the

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<sup>4</sup> Note that what is now Rule 4-1.15(f) was Rule 4-1.15(d) at the time of the *Farris* decision.



*Farris* Court found that

“[t]he Court abandons the purpose of Rule 4-1.15([f]) if it allows a lawyer’s failure to maintain the required records to work to that attorney’s benefit. To avoid this result, the failure to comply with Rule 4-1.15([f]) must give rise to an inference of knowledge, particularly when the attorney tries to defend a charge of misappropriating trust funds on grounds that the required documents plainly would support or refute had the attorney kept them.” *Id.*

Respondent had a duty to maintain records pursuant to Rule 4-1.15(f) and she failed to do so. Respondent cannot not avoid responsibility for her actions of misappropriation by claiming that she lacks any records.

*Rule 4-8.4(c) and Rule 4-8.4(d)*

Respondent violated Rule 4-8.4(c) by misappropriating funds belonging to clients and third parties from the Trust Account as evidenced by the fact that the Trust Account balance frequently fell below the amounts that should have been there to pay clients. **App. A442-A454 (Exhibit 14); App. A455-A511 (Exhibit 15).** Further, this Court has found that where an attorney repeatedly transfers funds from a trust account to his or her operating account, and those funds are used for personal expenditures, that attorney has misappropriated client funds. *See In re Farris*, 472 S.W.3d at 560. Such actions are particularly deemed indicative of misappropriation “when the disbursement reduces the balance of the account to an amount less than the amount of funds being held by the attorney for the client.” *Id.* at 558. *See also, In re Ehler*, 319 S.W.3d at 450 (conversion of client funds necessarily involves an act of deceit and misrepresentation).

The facts in this case demonstrate that Respondent repeatedly stole client money by transferring unearned client funds from her Trust Account to her Operating Account. In addition, on at least 18 occasions during the period covered by the Audit, Respondent's Trust Account balance fell below the amount necessary to pay settlement proceeds to various clients. **App. A442-A452 (Exhibit 14); App. A554-A640 (Exhibit 19A-19T).** Respondent's conversion of client funds is direct evidence of conduct involving dishonesty, fraud, deceit, and misrepresentation in violation of Rule 4-8.4(c).

Respondent also violated Rule 4-8.4(c) and Rule 4-8.4(d) by using her Operating Account as a vehicle to avoid paying judgment creditors. **App. A133-A134 (Tr. 51-52); A669 (Tr. 21-22).** These violations are evidenced by Respondent's deposition testimony and DHP Hearing testimony wherein Respondent stated she used her Operating Account to pay personal expenses because she did not have a personal bank account because she had judgments against her. **App. A133-A134 (Tr. 51-52); A669 (Tr. 21-22).** By using her Operating Account to avoid paying creditors, Respondent was engaged in conduct involving dishonesty, fraud and deceit in violation of Rule 8.4(c). Furthermore, Respondent's conduct in concealing assets from creditors who have received lawful judgments against her can only be described as conduct prejudicial to the administration of justice in violation of Rule 8.4(d).

*Rule 4-8.1(c)*

Finally, Respondent's failure to produce records related to the Trust Account and the Operating Account in response to Informant's investigative requests demonstrates her violation of Rule 4-8.1(c), which provides that lawyers are required to respond "to a lawful demand for information from [a] ... disciplinary authority" .. This Court has been clear in stating that failure to produce trust records and client files that are required to be maintained by the Missouri Rules of Professional Conduct violate Rule 4-8.1. *In re Farris*, 472 S.W.3d at 558-559.

## II.

### DISBARMENT IS THE APPROPRIATE SANCTION FOR RESPONDENT'S MISCONDUCT BECAUSE MISSOURI CASE LAW AND THE ABA STANDARDS FOR IMPOSING LAWYER SANCTIONS SUPPORT SUCH A SANCTION.

When determining the appropriate sanction for attorney misconduct, this Court relies on several sources, including its own decisions, disciplinary rules and the American Bar Association Standards for Imposing Lawyer Sanctions (“*ABA Standards*”). *In re Krigel*, 480 S.W.3d 294, 301 (Mo. banc 2016). In addition, this Court considers aggravating and mitigating factors relevant to the Respondent’s actions. *Id.*

With respect to Count I - The Harter Complaint, the Panel found that Respondent violated Rules 4-1.2(a), 4-1.4, 4-1.15(d), 4-8.4(b), 4-8.4(c), and 4-8.4(d). **App. A711-A712.** And with respect to Count II – The Trust Account Use and Management, the Panel found that Respondent violated Rules 4-1.15(a), 4-1.15(f), 4-1.15, 4-8.1, 4-8.4(c), and 4-8.4(d). **App. A712-A713.**

The Panel found the following aggravating factors: (a) dishonest or selfish motive demonstrated by Respondent siphoning Trust Account funds into her Operating Account and paying non-office related personal bills and expenses with those funds, (b) a pattern of misconduct as evidenced by Respondent’s frequent siphoning of money that should have gone to clients into her Operating Account and spending it on personal expenses, (c) the existence of multiple counts of misconduct evidenced by

Respondent's actions with respect to Ms. Harter's settlement, her repeated failure to pay clients and third parties funds due to them, frequent siphoning of client funds from her Trust Account to her Operating Account and using those funds to pay personal expenses, (d) Respondent's failure to show any remorse or acceptance of fault, and (e) the fact that Respondent has been practicing law for 22 years. **App. A714.**

The only mitigating factor found to exist by the Panel was Respondent's lack of any disciplinary history. **App. A713.**

Where, like here, there are multiple violations, "the ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among the violations." Theoretical Framework of *ABA Standards*. *See also, In re Krigel*, 480 S.W.3d at 301 (Mo. banc 2016); *In re McMillin*, 521 S.W.3d 604,610 (Mo. banc 2017).

However, given the multitude of serious violations in the instant case, it is difficult to identify which one of them is most serious. Therefore, attention is given to the three most serious violations because they are inextricably intertwined. Specifically, those violations are Respondent's (a) forgery of Ms. Harter's signature on the settlement agreement for her claims, (b) forgery of Ms. Harter's signature on the check which paid out the settlement, and (c) conversion of many clients' funds for her own use. Per the *ABA Standards*, these types of rule violations fall under Section 4.0 - Violation of Duties Owed to Clients and Section 5.0 - Violation of Duties Owed to the Public.

### Duties Owed to Clients

*ABA Standard 4.11* provides that disbarment is generally appropriate when a lawyer “knowingly converts client property and causes injury or potential injury to a client”. *ABA Standard 4.12* provides that suspension is generally appropriate when a lawyer “knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client”. *ABA Standard 4.13*, in turn, provides that reprimand is generally appropriate when a lawyer is “negligent in dealing with client property and causes injury or potential injury to a client”.

This is not a case where Respondent was negligent in converting Ms. Harter’s property. Rather, Respondent forged Ms. Harter’s name on the settlement agreement and the settlement payment, then deposited the funds into her Trust Account, and then transferred and spent Ms. Harter’s funds as her own. **App. A104 (Tr. 22); App. A245 (Tr. 161); App. A248 (Tr. 164)**. All of Respondent’s actions in this regard were intentional, rather than negligent. Consequently, reprimand is not the appropriate sanction in this case.

Additionally, this is not a case where Respondent should have known she was not properly dealing with client funds. Respondent’s conduct was active and purposeful. She forged Ms. Harter’s name twice, once on the settlement agreement and again on the settlement check. This Court has viewed forgery as the “most egregious conduct”, when compared to other conduct that is violative of the Missouri Rules of Professional

Conduct, even when compared to misappropriation. See *In re Griffey*, 873 S.W.2d 600, 603 (Mo. 1994).

Thereafter, Respondent deposited those funds into her Trust Account and did not pay them to Ms. Harter until 13 months after deposit. Respondent's actions in this regard can only be described as "knowingly convert[ing]" Ms. Harter's funds. Consequently, a suspension is not the appropriate sanction in this case. Rather, Respondent's conduct fits squarely into the parameters of ABA Standard 4.11. This Court has found that

"[t]he misappropriation of a client's funds is a serious matter. It is always a ground for the disbarment of an attorney that he has misappropriated the funds of his client, either by failing to pay over money collected by him for his client or by appropriating to his own use funds entrusted to his care. That respondent has made restitution of the converted funds is no defense to these charges."

*In re Farris*, 472 S.W.3d at 562; See also, ABA Standard 4.11.

After obtaining Ms. Harter's funds through forgery, Respondent held on to them for thirteen months before turning them over to Ms. Harter. **App. A712.** Respondent only turned over the funds because her deception was discovered by Padberg. Prior to being contacted by Padberg, Respondent made no attempts to deliver the settlement proceeds to Harter. **App. 701.** Where, as here, a lawyer fails to turn over funds due to a client, misappropriation is deemed to exist. *In re Farris*, 472 S.W.3d at 562.

In addition, Respondent's conduct warrants disbarment when analyzed in light of decisions of the Missouri Supreme Court. Specifically, once it has been determined that misappropriation has occurred, this Court has noted that disbarment is the baseline sanction. See *In re McMillin*, 521 S.W.3d 604, 610 (Mo. banc 2017); *In re Farris*, 472 S.W.3d at 562. See also, *In re Griffey*, 873 S.W.2d at 603 ('[w]here conversion of a client's money is involved, disbarment is the appropriate remedy.') Such a conclusion is reasonable because the most important ethical duties an attorney has are those that are owed to clients. See *In re Ehler*, 319 S.W.3d. at 451.

Respondent failed to take any remedial action in this case. The fact that Respondent is not fit to continue to practice law is evidenced by her continued denial that she did anything wrong in forging Ms. Harter's name on the settlement agreement and settlement check, and then depositing those funds into her Trust Account and not turning them over to Ms. Harter for 13 months, and then only after her deception was discovered and demand was made on her. This Court has stated that disbarment is "reserved for clear cases of gross misconduct, those in which the attorney is demonstrably unfit to continue in the profession." *In re Krigel*, 480 S.W.3d at 301. Respondent's repeated misconduct and failure to show any remorse illustrate that she is "demonstrably unfit to continue in the profession". See also, *In re Griffey*, 873 S.W.2d at 603 (forgery is a negative reflection on an attorney's honesty, trustworthiness and fitness to practice law). Therefore, Respondent should be disbarred.



### Duties Owed to Public

Not only did Respondent breach various duties owed to her clients, she also breached various duties owed to the public. *ABA Standard 5.11(b)* provides that disbarment is generally appropriate when “... a lawyer engages in any [] intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer’s fitness to practice” and the matter is not a criminal one. *ABA Standard 5.13* provides that reprimand is generally appropriate when a lawyer is “knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer’s fitness to practice law”. *ABA Standard 5.12* regarding suspension is not applicable to this case because it provides that “suspension is generally appropriate when a lawyer knowingly engages in criminal conduct which does not contain the elements listed in Standard 5.11 and that seriously adversely reflects on the lawyer’s fitness to practice”. While Respondent’s actions can be viewed criminal in nature, no criminal charges were ever filed.

Respondent’s forgery and conversion of funds illustrate her dishonesty and fraud and seriously call in to question her ability to practice law, especially since she repeatedly refused to accept responsibility for her actions or show any remorse. **App. A714.** Consequently, a reprimand is not the appropriate sanction in this case. Rather, Respondent’s conduct fits into the parameters of ABA Standard 5.11.

The ABA Standards and Missouri Case Law demonstrate that disbarment of Respondent is warranted in this case in order to protect the public and the integrity of the legal profession.

## **CONCLUSION**

### **Count I - The Harter Complaint**

With respect to Count I - The Harter Complaint, Respondent committed professional misconduct in violation of Rules 4-1.2(a), 4-1.4, 4-1.15(d), 4-8.4(c), and 4-8.4(d). Specifically, Respondent violated (a) Rule 4-1.2(a) for failing to consult with her client regarding the settlement, (b) Rule 4-1.4 for failing to report the settlement negotiation and ultimate settlement to Harter, (c) Rule 4-1.15(d) by receiving client funds and failing to promptly deliver them to the client, (d) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by entering into the settlement agreement without her client's consent, signing Harter's name on the settlement agreement, cashing the settlement check and not tendering payment of the proceeds to Harter until more than 13 months after she received them, and (e) Rule 4-8.4(d) by engaging in conduct prejudicial to the administration of justice as evidenced by the fact that Respondent entered into the settlement agreement without her client's consent, signing Harter's name on the settlement agreement, cashing the settlement check and not tendering payment of the settlement proceeds to Harter until more than 13 months after she received them.


### **Count II - Trust Account Use and Management**

With respect to Count II - Trust Account Use and Management, Respondent committed professional misconduct in violation of Rules 4-1.15(a), 4-1.15(f), 4-1.15, 4-8.1, 4-8.4(b), 4-8.4(c), and 4-8.4(d). Specifically, Respondent violated: (a) Rule 4-1.15(a) by comingling her personal funds with the funds in the Trust Account, (b) Rule 4-1.15(f) by failing to properly keep Trust Account records, (c) Rule 4-15 by allowing the balance

in the Trust Account to fall below the amount due to clients on multiple occasions, (d) Rule 4-8.1 by failing to produce client files and records related to the Trust Account and the Operating Account, (e) Rule 4-8.4(b) by signing the settlement agreement and settlement check without Harter's consent, (f) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, and misrepresentation by misappropriating funds belonging to clients or third parties from the Trust Account, (g) Rule 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation by using her Bank Accounts as a vehicle to avoid paying creditors, and (h) Rule 4-8.4(d) by engaging in conduct prejudicial to the administration of justice as evidenced by the fact that Respondent used her Bank Accounts as a vehicle to avoid paying judgment creditors.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 6<sup>th</sup> day of May, 2019, a copy of Informant's Brief is being served upon Respondent's Counsel through the electronic filing system pursuant to Rule 103.08 to:

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Cheryl D.S. Walker

**CERTIFICATION: RULE 84.06(c)**

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

1. Includes the information required by Rule 55.03;
2. Was served on Respondent's counsel through the  
Missouri electronic filing system pursuant to Rule 103.08;
3. Complies with the limitations contained in Rule 84.06(b);
4. Contains 8,881 words, according to Microsoft Word, which is the word  
processing system used to prepare this brief.



Cheryl D.S. Walker