

In The Supreme Court
State Of Missouri

InRE

Stacy Rosa Hancock

No. SC97792

Missouri Bar No. 37089

Respondent

Respondent's Brief

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Disciplinary History

Respondent, Stacy R. Hancock is licensed in April 22, 1994. Mo. Bar No. 37089.

Respondent has no disciplinary history.

Count I Harter Facts

On October 18, 2015, respondent contracted to represent Jordan Harter for an accident which occurred in California, in which Jordan Harter was driver, with a Passenger when struck by another driver with two passengers who crossed the Center line, resulting in the death of the other driver, personal injuries to all passengers and a fractured collar bone suffered by Jordan Harter. The legal services contract was sent to California from St. Louis, Mo. to Jordan Harter, 19 yrs old and to her mother. The contract was explained over the phone to Jordan Harter and her mother who advised Jordan to sign it.

The contract marked as exhibit A provided that 1. The attorney was authorized to duly investigate this claim, 2. That Harter was responsible for all medical bills 3. That Harter agreed that if a settlement was reached with the insurance company, Then Harter would owe (33 1/3) for legal fee of settlement without trial. 3. That attorney had the authority to endorse the settlement release and settlement drafts on

his/her behalf. Client understands the said draft will be deposited into the firm's Missouri Trust Account.

In November 2015 the property damage was settled, by giving the paperwork to Jordan's mother in St. Louis, since Jordan was in town. Respondent explained the next step was to obtain medical records from health care institutions since Jordan had under insurance coverage on her own auto insurance policy, for her injuries separate from any liability. After December 15, Hancock received medical records from Jordan's mother on behalf of Jordan. Jordan's mother asked when can we file a claim for liability in California. Hancock indicated that the under insurance motorists claim should be settled first then the liability claim, Hancock then received medical records directly from Jordan between December 15, 2015 and February 2016 when Hancock settled the under insurance policy claim only.

Hancock was in communication weekly with Jordan's mother and requested many times for Jordan immediately to call her concerning her case but Jordan did not call. Hancock received a call from a Kim who explained that she was acting on behalf of Jordan and Hancock could leave any message with her. Hancock advised Kim to have Jordan call her concerning her case. Hancock was terminated by Jordan by email, in March 2016. Jordan had moved and no one gave Hancock any new mailing address

Later Jordan's mother called Hancock and was told she settled the under insurance policy only when Jordan's mother claimed the insurance company had closed their case and that Jordan had hired another lawyer. Mr. Padberg called as Jordan's attorney to receive the 2/3 settlement check for the under insurance policy, which was delivered by Hancock to his office in October 2016, but was not acceptable because it had release of claims language on the first check was returned to Hancock and a final check was issued to Padberg in April 2017.

Padberg filed a lawsuit against Hancock for settling case with out authority and forging Jordan's signature but was dismissed when Padberg was in formed that Hancock had filed a federal bankruptcy. Padberg then filed a bar complaint on behalf of Jordan through her mother whose hand written complaint is attached to his complaint. Padberg confirmed that Jordan had a roommate named Kim that he spoke with but never met because they were in Caifornia. Also that there was still a liability claim pending against the other driver who caused the accident in California, that Jordan had medical insurance on her own auto policy and private health insurance, therefore there were no medical bills to be paid out of the under insurance policy settlement proceeds he received from Hancock.

Count II Trust Account Use and Management

Respondent testified that all clients accounts that Kelly Dillon examined were paid in full. Respondent contended that requested documents were destroyed following incidents of vandalism related to Ferguson, Mo, unrested since her law office was across the street from the Ferguson police department where the demonstrators protested. Respondent's other documents were lost and destroyed when her computer hard drive crashed. Respondent could not retrieve these documents from any source.

Respondent paid all money due to Darryl Ross, Albert Dixon, Jasmine Bryant, Alene Bryant, William Clark ,(respondent's husband at the time}, Tyrone Gary, Angela Clifton-Harper, Sharonda Ballinger, Nailah Hooper, Justin McMillians, Keisha Slayton , Kendra Michael, Calina Lampkin , Mariesta Crisp, and Kim Mitchell. Respondent admitted that she did not reconcile her accounts monthly but denied not paying all funds due to her clients.

Standard Of Review

This court has inherent authority to regulate the practice of law and administer attorney discipline.(See Rule 5; In re Zink, 278 S.W. 3d 166 (Mo banc 2009). The court reviews the evidence de novo , independently determining all issues pertaining to credibility of witnesses and the weight of the evidence, and draws its own conclusions.

Points Relied On

Respondent is subject to discipline for alleged professional misconduct for alleged violations of rules 4.1.2(a), 4.-1.4, 4-1.1.15, 4-1.15(a), (d), (f), 4-8.1, 4-8-4(b), (c), (d); but that the court consider mitigating factors.

In re Gardiner, 565 S.W.3d 670 (Mo banc 2019)

Rule 4.1-2(a)

Rule 4-1.4

Rule 4-1.15

Rule 4-1.15(a), (d), (f)

Rule 4-8.1

Rule 4-8-4(b), (c), (d)

Points Relied On

Respondent though subject to discipline for professional misconduct for violations of rules 4-1.2 (a), 4-1.4,4-1.15 (a), 4-1.15(b),4-1.15(f), 4-8.1(c), 4-8.4 C, and4-8.4(d)request that mitigating factors be considered such as respondent's written contract gives her authority, after investigation to endorse settlement releases and endorse settlement drafts, she believed that after receiving payment for the property settlement, communicating that next must settle the under insurance policy before pursuing liability claim that after receiving medical bills from Jordan's mother and Jordan that through her contract she could settle by endorsing the settlement release and endorsing the settlement drafts per the contract Jordan signed. Respondent attempted to contact the client but was blocked by Jordan's roommate and attorney Hancock was fired therefore had no authority to pursue the liability claim in California.

Argument

Respondent relies on her written contract Exhibit A, which specifically indicates she would endorse the settlement release on the client's behalf.(See Rule4.-1.2(c) In the instant case, Hancock attempt to show all factors which caused a delay in handing over the final settlement of funds, including that she was under a

doctor's care for depression but said offer of proof was overruled as not being properly disclosed as a defense. There was no evidence that Harter would have received any more than \$35,000.00 for her injury.

The delay to deliver funds was caused by the client moving with no forwarding address, that weekly messages through the mother were ignored to call Hancock and also Hancock left a message with roommates, Kim to return Hancock's calls.

In mitigation Hancock's practice was effected by the death of her father in 2015, she was going through a divorce with William Michael Cash, records were destroyed by vandalizing her office in Ferguson, Mo. Finally she was fired by Harter before any liability claim could be discussed. Mr. Padberg believed that Jordan was a passenger in the car accident which was not true. He accepted unsigned complaint from Jordan's mother and never met Jordan. Also he rejected the settlement check sent to him because of release language on the check, which proved to be erroneous since Hancock filed bankruptcy and Harter nor any other client filed a claim for fraud or any liability claim in her bankruptcy proceeding.

In *Re R. Scott Gardner, Respondent*, 564 S.W. 3d 670 (Supreme Court, en banc), the court looked to the individual facts of the case, the mental state of the attorney, actual or potential injury caused by the attorney's conduct. In the

instant case Hancock believed that her written contract authorizing endorsement of settlement release and endorsement of drafts to go to her trust account permitted her to sign documents on the clients behalf, after investigation, medical bills received, for the under insurance policy claim, since the liability claim remained to be litigated in California. The remaining liability claim was confirmed by her attorney Mr. Padberg in the hearing.

The mismanagement of her trust account did not result in any client filing a complaint of any kind and there was no evidence that any client had not been paid in full. The failure to timely pay Harter was due in part to negligence in that Hancock did not have her California address , Hancock was not permitted to speak to her client and was terminated. When contacted by her new attorney Mr. Padberg, she forwarded payment but it was at first rejected, due to release, language, but was paid in April 2017

By contract Hancock's fee was only what she was entitled for a \$35,000.00 Settlement The trust account mismanagement allegations have not been shown to result in any loss by any client as Hancock testified.

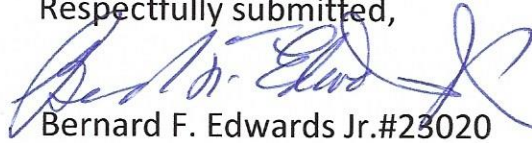
Hancock 's violation of delayed payment was not intentional, she believed that the partial settlement of under insurance coverage was authorized by contract,

under the circumstance of receiving medical bills from Harter's mother and medical bill from Harter.

Conclusion

In the foregoing case Hancock request that she not be disbarred for her negligence but the court fashion some other relief as is in , In re :R. Scott Gardner, Respondent, 565 S. W. 3d 670(Mo en banc 2019)

Respectfully submitted,



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Certificate Of Service

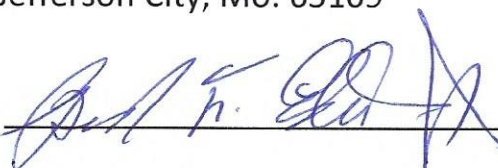
I hereby certify that on this 27 th day of August 2017, a copy of Respondent's Brief is hereby served upon Informant's counsel through the electronic system pursuant to Rule 103.08 to:

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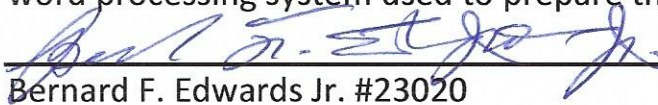
A handwritten signature in blue ink, appearing to read "Bernard F. Edwards Jr.", is written over a solid horizontal line.

Bernard F. Edwards Jr. #23020

Certificate Of Rule 84.06 (c)

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

1. Includes information required by Rule 55.01
2. Was served on Informants Counsel through the Missouri electronic system pursuant to Rule 103.08,
3. Complies with the limitations contained in Rule 84.06(b)
4. Contains 1,866 words according to Microsoft Word, which is the word processing system used to prepare this brief.


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