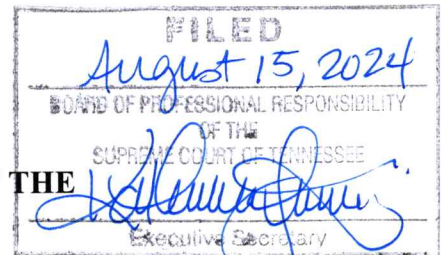


**IN DISCIPLINARY DISTRICT II OF THE
BOARD OF PROFESSIONAL RESPONSIBILITY OF THE
SUPREME COURT OF TENNESSEE**



**IN RE: JEDIDIAH CHARLES
McKEEHAN
BPR No. 026473, Respondent,
An Attorney Licensed to Practice
Law in Tennessee (Knox County)**

DOCKET NO. 2023-3335-2-DB

FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

This matter came on for a final hearing on May 7, 2024 before a Hearing Panel consisting of Shannon C. Egle, Mary E. Maddox, and Howard B. Jackson, Panel Chair, upon a Petition for Discipline. Douglas R. Bergeron, Disciplinary Counsel for the Board of Professional Responsibility, Respondent, Jedidiah C. McKeehan, and Respondent's counsel, Greg Brown, participated in the hearing. The hearing was held in the Knox County Circuit Courtroom in Knoxville, TN.

STATEMENT OF THE CASE

The Petition for Discipline was filed by the Board of Professional Responsibility (hereinafter sometimes referred to as "the Board") on June 23, 2023. The filing of the Petition was the result of the Respondent rejecting, as allowed by Rule, the issuance of a Public Censure for the conduct alleged in the Petition. Respondent through counsel filed his Answer to Petition for Discipline on August 14, 2023. On August 22, 2023, the Board filed Appointment of Hearing Panel and Notice of Appointment of Hearing Panel. On August 22, 2023, the Notice to Set Mandatory Pre-Hearing Conference of Hearing was filed setting the hearing on September 12, 2023. A Scheduling Order was entered by the Panel on October 25, 2023.

The Petition in this matter avers that Respondent violated the following Tennessee Rules of Professional Responsibility (sometime referred to herein as "RPC"): 1.1 (competence), 1.3 (diligence), 1.4 (communication), 1.5 (fees), 1.8 (conflict of interest: current clients), 1.16 (declining or terminating representation), 8.4 (a) and (d) (misconduct). Respondent denied any ethical violation. Counsel for Respondent contends that the Petition relied solely on Rules 1.1, 1.3 and 8.4. That is not correct, Paragraphs 41-45 of the Petition allege violations of Rules 1.4, 1.5, 1.8, and 1.16.

FINDINGS OF FACT

The following exhibits were introduced without objection at the trial of this matter by the Board: Board Exhibit 1— Private Reprimand issued to Respondent on April 10, 2019 for violations of Tennessee Rules of Professional Responsibility 1.1, 1.4, and 3.1; Board Exhibit 2 — Private Reprimand issued to Respondent on July 15, 2020 for violations of Tennessee Rules of Professional Responsibility 1.3, 1.4, and 1.16; Board Exhibit 3 — Mediated Settlement Agreement executed by all parties and all counsel as to form on May 28, 2021; Board Exhibit 4 - Email correspondence dated July 14 and 19, 2021 between Respondent and Complainant; Board Exhibit 5 — Final Order of Compromise and Dismissal signed by Judge on August 6, 2021 in Anderson County Circuit Court Docket #C0LA0153; Board Exhibit 6 - Email correspondence dated September 3, 2021 between Respondent and Complainant; Board Exhibit 7 - Email correspondence dated September 6, 2021 between Respondent and Complainant; Board Exhibit 8 - Email correspondence dated September 7, 2021 between Respondent, Complainant, and Melrose title employee; and Board Exhibit 9 - Email correspondence dated September 7, 2021 between Respondent and Complainant wherein Respondent terminates the attorney client relationship.

The following exhibits were introduced without objection at the trial of this matter by the Respondent: Respondent Exhibit 1- Email correspondence dated August 9, 2021 regarding Notice of Anderson County Clerk of entry of Dismissal Order; and Respondent Exhibit 2 - Email correspondence dated August 9, 2021 regarding Notice of Anderson County Clerk of entry of Dismissal Order and including Complainant acknowledgement of receipt. Testifying at the final hearing in this matter were the Respondent, Mr. McKeehan, and the Complainant, Deborah Flock.

This Panel has carefully considered the testimony of all parties and witnesses in this case and has given the weight it deems appropriate to all the testifying witnesses. From the testimony and evidence presented at trial, the Hearing Panel makes the following findings of fact:

Respondent represented the Complainant regarding a loan repayment dispute with a person named Randall L. Case. In the course of that representation, Respondent filed a lawsuit on behalf of Ms. Flock seeking repayment of the loan made to, and owed by, Mr. Case. Ms. Flock paid a \$2,500.00 retainer at the time of the representation agreement execution. Subsequent to the lawsuit being filed, the parties agreed to participate in mediation, and the mediation was held on or about May 28, 2021. Complainant testified that she relied upon Respondent to effectively and competently protect her interests.

An agreement was reached at the May 28, 2021 mediation, and a mediated settlement agreement (hereinafter referred to as "Agreement") was executed by the parties to the lawsuit. The attorneys involved in the case, including Respondent, also signed the Agreement. The Agreement is straightforward. (See Board Trial Exhibit 3). Defendant, in settlement of the claim, would provide a particular parcel of land with "clear title". Respondent testified he was aware of what "clear title" meant. The Agreement specifically provides that the entire Agreement is "completely contingent" on the Defendant obtaining clear title to the subject property. The Agreement lists the

steps that would occur following the Defendant obtaining clear title to the subject property. The Defendant was obligated to transfer free and clear title to the Complainant within fifteen (15) days of the Agreement.

The Complainant was not obligated to dismiss her claim with prejudice unless that condition was met. It is undisputed that the Defendant never obtained free and clear ownership of the subject property, never transferred free and clear property, and never transferred property at all within fifteen (15) days.

Following the Agreement execution, but not within the 15 days required by the Agreement, the Defendant provided a quitclaim deed to Complainant for the property. Respondent and Complainant had an email exchange in July wherein Respondent advised the Complainant to come to his office and have documents completed to transfer the property and obtain a new deed. (Board Trial Exhibit 4) After that email exchange, between July 14, 2021 and July 19, 2021, Respondent did nothing to determine whether Mr. Case had provided free and clear title as required under the Agreement.

In the same email exchange with Respondent, Complainant inquired based upon prior communications as to whether Respondent was "still interested" in purchasing the subject property. On July 19, 2021, Respondent emailed Ms. Flock advising her to come in and sign the Deed to get the property into her name and also stated that he would "probably" offer only \$20,000 to purchase the property and assumed Ms. Flock would want a higher price. (Board Trial Exhibit 4.) At the time of these communications neither party had any knowledge of the cloud on the subject property's title.

Respondent discussed purchasing the property from his client in and around the mediation. He then engaged in further discussion of a possible purchase in the July 19, 2021, email. No purchase offer was made, and no contract of purchase was entered into.

Prior to this Agreement being finalized, both Respondent and Complainant were aware of the county property assessor assessed value of the property being transferred. Complainant testified that prior to the Agreement being executed, Respondent had advised her that he would purchase the property for \$40,000.00. Respondent testified he never advised that he would purchase the property but instead said he would consider it and had to discuss the matter with his wife.

On July 30, 2021, Respondent sent for filing a proposed Final Order of Compromise and Dismissal with the Court, which was then executed by the Judge on August 6, 2021. Complainant testified that she had not seen any indication of this filing and Respondent provided no evidence to the contrary. Prior to the filing of the proposed Order of Dismissal, the property transfer had not occurred within fifteen (15) days from the date of settlement per the Agreement. Prior to the filing of the proposed Order of Dismissal, the Respondent did not determine whether Defendant had provided free and clear title to the property transferred as required by the Agreement. Respondent did not counsel with Ms. Flock about the risks of dismissing the case without ensuring compliance with the obligation to transfer free and clear title. Respondent did not advise his client to seek expert opinion as to whether the property was free and clear of encumbrances before he dismissed the case with prejudice. Respondent never advised Complainant he did not do such things as title searches. The Defendant never complied with his obligation under the Agreement. Respondent filed the dismissal with prejudice without knowing whether the Defendant had transferred title as required under the Agreement.

At some point after August 6, 2021 (the date the Order of Dismissal was entered), but before September 3, 2021, Ms. Flock testified she went to a real estate agent after receiving the email from Respondent making a \$20,000 offer. Ms. Flock, through her real estate agent, determined that the property conveyed was not owned outright by Defendant, had unpaid taxes assessed against it, and had numerous liens filed against it. On September 3, 2021, Respondent and Ms. Flock emailed with others about the property and the discovered title issues related thereto.

On September 6, 2021, Ms. Flock emailed Respondent inquiring as to how to fix the legal issues she had discovered. On September 7, 2021, Ms. Flock emailed Respondent, who admitted to receiving said email, providing title documents and an email from the title company advising as to the cloud on the parcel of property quitclaimed by Defendant to Ms. Flock. Ms. Flock requested Respondent assist in clearing up this predicament. It is not disputed that Complainant was upset after learning the Agreement property was essentially worthless.

Upon receipt of the September 7, 2021, email from Complainant with the title documentation, Respondent, in an email dated September 7, 2021, terminated his relationship with Ms. Flock and directed any future communications to Respondent's attorney. Respondent did not provide any client materials to Ms. Flock on or after September 7, 2021.

In and around the September 7, 2021 time frame, the Complainant testified that she attempted to contact Respondent to discuss the issues with the cloud on the property title, but her calls were not picked up. Only when Complainant blocked her number did Respondent's office pick up the phone. Respondent testified as to this communication issue that he advised his staff not to speak with Complainant as she was upset.

Respondent charged his client \$3,839.01 in fees for the services he rendered during the representation. Respondent testified he should have charged additional fees but decided against it.

The benefit derived by Complainant of the fees paid to Respondent was a dismissal of her claims against the Defendant with prejudice following the transfer of a parcel of real property that was essentially worthless based upon the significant liens that existed upon said property.

Following Respondent's email terminating the relationship, the Respondent never provided his client's file materials. It is unclear whether the file was clearly requested by the client. It is further confirmed by testimony and exhibits that the termination occurred abruptly at the time of the termination letter, with knowledge by Respondent of significant issues regarding the Defendant's compliance with the Agreement and the dismissal with prejudice that had been filed by the Respondent.

The Respondent denied having committed any wrong or error of any kind.

CONCLUSIONS OF LAW

The jurisdiction and authority of this Panel is derived from Tenn. Sup. Ct. R. 9, and the specific provisions prescribed therein. Attorneys admitted to practice law in Tennessee are subject to the disciplinary jurisdiction of the Supreme Court, the Board of Professional Responsibility, the Hearing Committee, hereinafter established, and the Circuit and Chancery Courts. (Tenn. Sup. Ct. R. 9, § 8 (2014)).

The violations of the Tennessee Rule of Professional Conduct averred by the Board in its Petition and responded to by Respondent in his Answer are addressed below as follows:

Violations of Rules of Professional Responsibility

RULE 1.1: COMPETENCE

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

Respondent was incompetent in failing to confirm the transfer of property was in accordance with the mediated settlement agreement before filing an Order of Dismissal with Prejudice as to his client's claim.

RULE 1.3: DILIGENCE

A lawyer shall act with reasonable diligence and promptness in representing a client.

Respondent was not diligent because he did not ensure that the property was transferred in accordance with the Agreement, nor did he advise Ms. Flock to do so via a resource other than himself before filing the dismissal with prejudice. Respondent did nothing to protect his client's interests by ensuring the Agreement was complied with prior to dismissing the lawsuit.

RULE 1.4: COMMUNICATION

- (a) A lawyer shall:
- (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in RPC 1.0(e), is required by these Rules;
 - (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;
 - (3) keep the client reasonably informed about the status of the matter;
 - (4) promptly comply with reasonable requests for information; and
 - (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.
- (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

There were failures to communicate appropriately. Respondent dismissed his client's case with prejudice and did not explain the impact of dismissing the case with prejudice. The client believed, appropriately, that her attorney would protect her interests to ensure the opposing party complied with the requirements of the mediated settlement agreement before dismissing her case with prejudice. Yet, the client had no understanding that her case had been concluded by the Respondent until well after the case had been dismissed. Complainant did receive a Notice email from Respondent about the Order of Dismissal being entered, but there was nothing from Respondent to the client to advise what that document meant or its impact.

In addition, Respondent failed to advise his client that he had no intention of providing any services relative to determining if the assets involved in the mediated settlement agreement were actually in compliance with the agreement before he would dismiss the lawsuit. Respondent has opined he had no such obligation to do any of those things or tell his client he was not doing them. This Panel disagrees with that assessment by Respondent.

RULE 1.5: FEES

- (a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:
- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
 - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
 - (3) the fee customarily charged in the locality for similar legal services;
 - (4) the amount involved and the results obtained;

- (5) the time limitations imposed by the client or by the circumstances;
 - (6) the nature and length of the professional relationship with the client;
 - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services;
 - (8) whether the fee is fixed or contingent;
 - (9) prior advertisements or statements by the lawyer with respect to the fees the lawyer charges; and
 - (10) whether the fee agreement is in writing.
- (b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.
- (c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall be in a writing signed by the client and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial, or appeal; litigation and other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a

written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

- (d) A lawyer shall not enter into an arrangement for, charge, or collect:
 - (1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or the award of custodial rights, or upon the amount of alimony or support, or the value of a property division or settlement, unless the matter relates solely to the collection of arrearages in alimony or child support or the enforcement of an order dividing the marital estate and the fee arrangement is disclosed to the court; or
 - (2) a contingent fee for representing a defendant in a criminal case.
- (e) A division of a fee between lawyers who are not in the same firm may be made only if:
 - (1) the division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
 - (2) the client agrees to the arrangement, and the agreement is confirmed in writing; and
 - (3) the total fee is reasonable.
- (f) A fee that is nonrefundable in whole or in part shall be agreed to in a writing, signed by the client, that explains the intent of the parties as to the nature and amount of the nonrefundable fee.

Respondent charged \$3,839.01 in fees for the services he rendered in this case. Of particular importance in determining the validity of a reasonable fee is the "outcome obtained" found in RPC 1.5(a)(5). The outcome for the services paid for by the Complainant in this case included the loss of her claim against the Defendant (via an Order of Dismissal with Prejudice filed by Respondent having done no due diligence regarding the compliance of Defendant with

the mediated settlement agreement terms), an improperly complied with mediated settlement, no return of client materials, and a piece of property that was conveyed pursuant to the agreement to have substantially lower value than that contemplated by the Complainant. When considering the outcome of the matter and the manner in which it was handled, the fee is unreasonable.

RULE 1.8: CONFLICT OF INTEREST: CURRENT CLIENTS: SPECIFIC RULES

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
 - (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
 - (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
 - (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.
- (b) A lawyer shall not use information relating to representation of a client to the disadvantage of the client, unless the client gives informed consent, except as permitted or required by these Rules.
- (c) A lawyer shall not solicit any substantial gift from a client to the lawyer or a person related to the lawyer, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift, unless the lawyer or other recipient of the gift is related to the client. For purposes of this paragraph, related

persons include a spouse, child, grandchild, parent, grandparent or other relative or individual with whom the lawyer or the client maintains a close, familial relationship.

- (d) Prior to the conclusion of the representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.
- (e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:
 - (1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and
 - (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.
- (f) A lawyer shall not accept compensation or direction in connection with the representation of a client from one other than the client unless:
 - (1) the client gives informed consent;
 - (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and
 - (3) information relating to representation of a client is protected as required by RPC 1.6.
- (g) A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, unless:
 - (1) each client is given a reasonable opportunity to seek the advice of independent legal counsel in the transaction; and

- (2) each client gives informed consent, in a writing signed by the client. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.
- (h) A lawyer shall not:
- (1) make an agreement prospectively limiting the lawyer's liability to a client or prospective client for malpractice; or
 - (2) settle a claim or potential claim for such liability with an unrepresented client or former client unless the lawyer fully discloses all the terms of the agreement to the client in a manner that can reasonably be understood by the client and advises the client in writing of the desirability of seeking and gives the client a reasonable opportunity to seek the advice of independent legal counsel in connection therewith.
- (i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:
- (1) acquire a lien authorized by law to secure the lawyer's fee or expenses; and
 - (2) contract with a client for a reasonable contingent fee in a civil case.
- (j) [Reserved]
- (k) While lawyers are associated in a firm, a prohibition in the foregoing paragraphs (a) through (i) that applies to any one of them shall apply to all of them.

Respondent engaged in discussions about purchasing real estate involved in a mediation that he had counseled his client to accept in settlement of a lawsuit. He did not make an offer, nor enter an agreement. Respondent did not enter into a business contract with his client and therefore did not violate RPC 1.8(a).

Rule 1.16: DECLINING OR TERMINATING REPRESENTATION

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
- (1) the representation will result in a violation of the Rules of Professional Conduct or other law;
 - (2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or
 - (3) the lawyer is discharged.
- (b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:
- (1) withdrawal can be accomplished without material adverse effect on the interests of the client;
 - (2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
 - (3) the client has used the lawyer's services to perpetrate a crime or fraud;
 - (4) the client insists upon taking action that the lawyer considers repugnant or imprudent;
 - (5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
 - (6) the representation will result in an unanticipated and substantial financial burden on the lawyer or has been rendered unreasonably difficult by the client;
 - (7) other good cause for withdrawal exists; or

- (8) the client gives informed consent confirmed in writing to the withdrawal of the lawyer.
- (c) A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.
- (d) A lawyer who is discharged by a client, or withdraws from representation of a client, shall, to the extent reasonably practicable, take steps to protect the client's interests. Depending on the circumstances, protecting the client's interests may include:
- (1) giving reasonable notice to the client;
 - (2) allowing time for the employment of other counsel;
 - (3) cooperating with any successor counsel engaged by the client;
 - (4) promptly surrendering papers and property to which the client is entitled and any work product prepared by the lawyer for the client and for which the lawyer has been compensated;
 - (5) promptly surrendering any other work product prepared by the lawyer for the client, provided, however, that the lawyer may retain such work product to the extent permitted by other law but only if the retention of the work product will not have a materially adverse effect on the client with respect to the subject matter of the representation; and
 - (6) promptly refunding any advance payment of fees that have not been earned or expenses that have not been incurred.

Respondent terminated representation of Complainant abruptly. However, in the circumstances of this matter, including the client's threats and that there was no pressing deadline

in litigation or otherwise, the panel finds that the termination of the relationship did not violate Rule 1.16.

After terminating his representation, he did not return the client's property. It is unclear whether a clear request was made. The panel does not find a violation of Rule 1.16.

RULE 8.4 (a) and (d): MISCONDUCT

It is professional misconduct for a lawyer to:

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

...

(d) engage in conduct that is prejudicial to the administration of justice;

....

We find that Respondent violated Tennessee Rule of Professional Conduct 8.4(d) by filing a Voluntary Dismissal with Prejudice when the opposing party was not in compliance with the Agreement. This led to the need for Respondent, or a subsequent attorney, to file a Motion to Set Aside and argue before a court that the original dismissal Notice and Order should be reversed. While there is no evidence that the Complainant retained another attorney, the harm caused by the Dismissal with Prejudice was both potential and actual.

In summary, the Hearing Panel finds that Respondent has violated Tennessee Rules of Professional Conduct 1.1, 1.3, 1.4, 1.5, and 8.4 (d). We find that the RPC 1.3 violation was done knowingly, and the remaining violations were engaged in negligently.

APPLICATION OF ABA STANDARDS

After making our conclusions of law as to violations of the Tennessee Rules of Professional Conduct we must consider the applicable ABA Standards to determine the appropriate sanction

for the attorney's misconduct. Tenn. Sup. Ct. R. 9, § 15.4(a). This two-step process involves identifying the appropriate presumptive sanction under the ABA Standards and considering whether the presumptive sanction should be increased or decreased based on any aggravating and mitigating factors. *Bd. of Prof'l Responsibility v. Cowan*, 388 S.W.3d 264, 268 (Tenn. 2012). With no aggravating or mitigating factors, the presumptive sanction applies. *Id.* (citing *Talley v. Bd. of Prof'l Responsibility*, 358 S.W.3d 185, 194 (Tenn. 2011)). In imposing a sanction after a finding of lawyer misconduct, a court should consider the following factors:

- (a) the duty violated;
- (b) the lawyer's mental state;
- (c) the potential or actual injury caused by the lawyer's misconduct; and
- (d) the existence of aggravating or mitigating factors.

The following ABA Standards for Imposing Lawyer Sanctions appropriately apply to Rules violated, and the Rules attempted to be violated, in this matter:

4.4 Lack of Diligence — *Applies to violations of RFC 1.3, and 1.4.*

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving a failure to act with reasonable diligence and promptness in representing a client:

4.42 Suspension is generally appropriate when: (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or (b) a lawyer engages in a pattern of neglect causes injury or potential injury to a client.

4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

4.5 Lack of Competence — *Applies to violations of RPC 1.1*

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving failure to provide competent representation to a client:

4.53 Reprimand is generally appropriate when a lawyer:

- (a) demonstrates failure to understand relevant legal doctrines or procedures and causes injury or potential injury to a client; or
- (b) is negligent in determining whether he or she is competent to handle a legal matter and causes injury or potential injury to a client.

7.0 Violations of Other Duties as a Professional - *Applies to violations of RPC 1.5, and 8.4*

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving false or misleading communication about the lawyer or the lawyer's services, improper communication of fields of practice, improper solicitation of professional employment from a prospective client, unreasonable or improper fees, unauthorized practice of law, improper withdrawal from representation, or failure to report professional misconduct.

7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

7.3 Reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

The panel must consider whether aggravating or mitigating factors are present.

Aggravating Factors

Pursuant to ABA Standard 9.22, aggravating factors are present in this case. The following aggravating factors were proven by preponderance of evidence and justify an increase in the degree of discipline to be imposed against Respondent:

1. Respondent's failure to acknowledge the wrongful nature of his conduct is an aggravating circumstance justifying an increase in discipline to be imposed.
2. Respondent's multiple offenses are an aggravating circumstance justifying an increase in discipline.
3. Respondent's substantial experience in the practice of law, having been licensed in Tennessee in 2007, is an aggravating circumstance justifying an increase in discipline.
4. Respondent's prior disciplinary offenses consist of two private reprimands (both with diligence violations) and are aggravating circumstances justifying an increase in discipline.

Mitigating Factors

There was no evidence of mitigating factors presented at the final hearing.

JUDGMENT

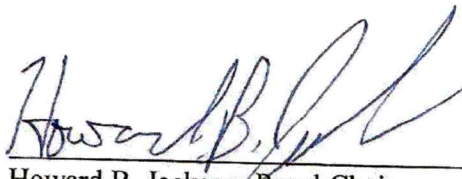
In light of the Findings of Fact and Conclusions of Law herein, the violations of the Tennessee Rules of Professional Conduct, and the applicable ABA Standards for Imposing Lawyer Sanctions, the Hearing Panel has determined that the baseline sanction is Reprimand (Public Censure). The Hearing Panel, upon consideration of the aggravating factors in this case, finds by a preponderance of the evidence that Respondent has committed disciplinary misconduct and the baseline sanction should be increased due to the aggravating factors and; therefore, Respondent

should be Suspended for a period of thirty (30) days for violations of Tennessee Rules of Professional Conduct 1.1, 1.3, 1.4, 1.5, and 8.4 (d).

NOTICE

This judgment may be appealed pursuant to Tenn. Sup. Ct. R. 9, § 33, by filing a Petition for Review in the Circuit or Chancery Court within sixty (60) days of the date of entry of the hearing panel's judgment.

IT IS SO ORDERED.



Howard B. Jackson, Panel Chair



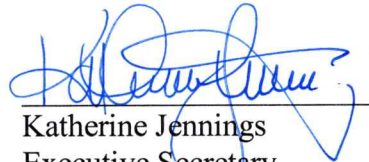
Shannon C. Egle, Panel Member



Mary Elizabeth Maddox, Panel Member

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been sent via email to Counsel for Respondent, Gregory Brown, at gb@lyblaw.net, and to Douglas R. Bergeron, Disciplinary Counsel, at dbergeron@tbpr.org on this the 15th day of August 2024.



Katherine Jennings
Executive Secretary

NOTICE

This judgment may be appealed by filing a Petition for Review in the appropriate Circuit or Chancery Court in accordance with Tenn. Sup. Ct. R. 9, § 33.