

ORDER OF THE SUPREME COURT OF TEXAS

Misc Docket No. 94- 9128


Appointment of a District Judge to Preside  
in a State Bar Disciplinary Action

The Supreme Court of Texas hereby appoints the Honorable W. Rachael Littlejohn, Judge of the 156th District Court, to preside in the Disciplinary Action styled:


The Commission for Lawyer Discipline v. Catherine Allen-Jones  
to be filed in a District Court of Harris County, Texas.

The Clerk of the Supreme Court shall promptly forward to the District Clerk of Harris County, Texas, a copy of this Order and of the Disciplinary Petition for filing and service pursuant to Rule 3.03, Texas Rules of Disciplinary Procedure.


In Chambers, this 2nd day of September 1994.

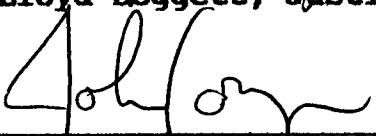
  
Thomas R. Phillips, Chief Justice

  
Raul A. Gonzalez, Justice

  
Jack Hightower, Justice

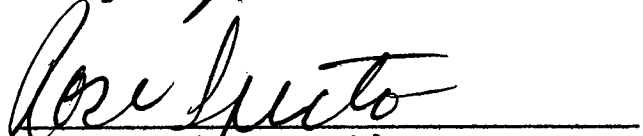
  
Nathan L. Hecht, Justice

  
Lloyd Doggett, Justice

  
John Cornyn, Justice

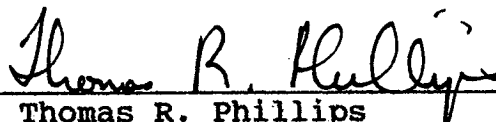
  
Bob Gammage, Justice

  
Craig Enoch, Justice

  
Rose Spector, Justice

This assignment, made by Misc. Docket No. 94-9128, is also an assignment by the Chief Justice of the Supreme Court pursuant to Texas Government Code §74.057.

Signed this 2nd day of <sup>September</sup>~~August~~, 1994.

  
Thomas R. Phillips  
Chief Justice

TO CLERK: "FILE MARK  
THIS COPY AND RETURN"

NO. \_\_\_\_\_

COMMISSION FOR LAWYER DISCIPLINE	§	IN THE DISTRICT COURT OF
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
CATHERINE ALLEN-JONES	§	_____ JUDICIAL DISTRICT

DISCIPLINARY PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Petitioner, the Commission for Lawyer Discipline, a committee of the State Bar of Texas (hereinafter called "Petitioner"), complaining of Respondent, Catherine Allen-Jones (hereinafter called "Respondent"), showing the Court:

I.

Petitioner brings this disciplinary action pursuant to the State Bar Act, Tex. Gov't. Code Ann. §81.001, et seq. (Vernon 1988), the Texas Disciplinary Rules of Professional Conduct, and the Texas Rules of Disciplinary Procedure. The complaints which form the basis of the Disciplinary Petition were filed after May 1, 1992.

II.

Respondent is an attorney licensed to practice law in Texas and a member of the State Bar of Texas. Respondent is a resident of and has her principal place of practice in Harris County, Texas. An officer may serve citation on Respondent at 7007 Gulf Freeway, Suite 125, Houston, Harris County, Texas.

COPY

## FIRST CAUSE OF ACTION

### III.

On or about March 15, 1990, Olvin White, Jr. (hereinafter called "White"), hired Respondent to represent his interests in a civil matter, paying her a total of Nine Hundred and no/100 (\$900.00) Dollars in attorney's fees. In or around April of 1990, Respondent filed suit on White's behalf, numbered 561676, and styled Olvin White, Jr., d/b/a OJ Maintenance, Inc. vs. Lawn Care & Landscaping, Janitorial Specialty, County Civil Court at Law Number One, Harris County, Texas (hereinafter called the "White lawsuit"). Thereafter, Respondent neglected the legal matter White had entrusted to her. Although Respondent on several occasions informed White that she was simply waiting on the court to set a trial date, White learned from the court in January of 1991 that in fact no request for setting had been made by Respondent. Upon learning of this, White contacted Respondent on or about January 29, 1991, whereupon Respondent assured White that a trial setting would be sought. The case was set and reset several times. On or about July 3, 1991, Respondent notified White of a trial setting on the matter, erroneously stating that it was set in County Criminal Court #1, thereby sending White to the wrong court which resulted in another delay of the matter. Respondent failed to keep her client, White, reasonably informed about the status of his matter, failed to notify White of subsequent trial settings and failed to promptly comply with reasonable requests for information regarding the status of his matter.

IV.

Such acts and/or omissions on the part of Respondent as are described in Paragraph III. hereinabove constitute conduct violative of Rules 1.01(b)(1) and/or 1.03(a) of the Texas Disciplinary Rules of Professional Conduct.

V.

The complaint which forms the basis of the First Cause of Action hereinabove set forth was brought to the attention of the Office of General Counsel, State Bar of Texas, by White's filing of a complaint on or about August 31, 1993.

SECOND CAUSE OF ACTION

VI.

At a point in time between June of 1990 and January of 1992, Alice Rose Wright (hereinafter called "Wright") consulted with a non-lawyer employee of the law firm of Respondent, Alex Melvin Wade, Jr. (hereinafter called "Wade"), regarding a claim for personal injuries which occurred on or about June 18, 1990, and June 20, 1990 (hereinafter called "Wright's claim"), furnishing Wade information regarding the injuries and the potential defendants. Wright reasonably believed and did believe at that time that the Respondent's law firm was taking on representation of Wright in Wright's claim.

## VII.

On or about January 4, 1992, a demand letter was sent by a Wade on the letterhead of Respondent on behalf of Wright to the putative defendant which asserted that Respondent's law firm was representing Wright and retained an undivided interest in Wright's claim. The letter additionally instructed the recipient to contact Wade to resolve Wright's claim, failing which suit would be filed. Thereafter, on or about April 14, 1992, Wright entered into an attorney-client contract with the law firm of Respondent which contract was executed by Wade. In executing such contract Wade had either actual or apparent authority to act on behalf of Respondent. Wright reasonably believed and did believe that Respondent was representing Wright in Wright's claim as a result of the execution of the contract.

## VIII.

Respondent failed to file suit on Wright's behalf prior to the expiration of the applicable statute of limitations and failed to apprise Wright of such omission. Instead, on or about September 4, 1992, and after the expiration of the applicable statute of limitations, Wade made a settlement demand of the insurer for the putative defendant in Wright's claim, sending a copy of such demand to Wright, thereby leading Wright to believe that Wright's claim was still viable.

IX.

In or around October of 1992, Wright discharged Respondent. Respondent acknowledged being released from representation and asserted the belief that Wright's claim at that point in time had merit, thereby failing to apprise Wright that in truth and in fact Wright's claim was barred due to Respondent's failure to timely file suit.

X.

Respondent at all times operative had direct supervisory authority over Wade and failed to make reasonable efforts to ensure that Wade's conduct was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of Wade with respect to Wade's dealings with Wright and Wright's claim.

XI.

Such acts and/or omissions on the part of Respondent as are described in Paragraphs VI., VII., VIII., IX., and X. hereinabove constitute conduct violative of Rules 1.01(b)(1), 1.03(a), 5.03(a) and/or 5.03(b)(1) of the Texas Disciplinary Rules of Professional Conduct.

XII.

The complaint which forms the basis of the Second Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Wright's filing of a complaint on or about November 4, 1992.



### THIRD CAUSE OF ACTION

#### XIII.

In or around February of 1989, Cheneek Dionne Lee (hereinafter called "Lee") retained Respondent to represent her interests in pursuing a medical malpractice claim as a result of acts or omissions which occurred in Washington County, Texas (hereinafter called "Lee's claim"). During the first year of the representation, Respondent indicated to Lee that Respondent had filed suit against the doctor who was the putative defendant in Lee's claim. During the years subsequent, Respondent failed to return Lee's telephone calls inquiring regarding the status of her matter, cancelled appointments which Lee made to see Respondent in order to check on the status of her matter, and failed otherwise to keep Lee informed of the status of her matter, eventually ceasing altogether to communicate directly with Lee. Respondent failed to file suit in Washington County, Texas, on Lee's behalf prior the expiration of the applicable statute of limitations, despite her assertion to Lee during the first year of representation that suit against the doctor had been filed. Respondent knew or should have known this to be untrue at the time that the statement was made by Respondent to Lee.

#### XIV.

During 1993, Lee was told by an employee of Respondent's that Lee's file had been mailed to Lee. Lee had not prior to that time requested the return of her file nor had she received such file. Respondent had at some point in time between 1990 and 1993 effectively abandoned representation of Lee without notification to Lee and without taking any steps

reasonable to preserve and protect Lee's rights to pursue Lee's claim. Subsequently, Respondent asserted that Respondent could not locate Lee's file, thereby acknowledging that Respondent had failed to maintain the file pertaining to Lee's claim and anything contained therein for a period of five (5) years subsequent to Respondent's abandonment of representation of Lee.

XV.

Such acts and/or omissions on the part of Respondent as are described in Paragraphs XIII. and XIV. hereinabove constitute conduct violative of Rules 1.01(b)(1), 1.03(a), 1.03(b), 1.14(a), and/or 1.15(d) of the Texas Disciplinary Rules of Professional Conduct.

XVI.

The complaint which forms the basis of the Third Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Lee's filing of a complaint on or about August 10, 1993.

FOURTH CAUSE OF ACTION

XVII.

On or about November 4, 1991, Henson Lane (hereinafter called "Lane") retained the law firm of Respondent to represent his interests in pursuing a claim for personal and property injuries sustained in an automobile accident which occurred on or about November 1, 1991 (hereinafter called "Lane claim"). Lane met with a non-lawyer employee of Respondent's named Carl D. Farris (hereinafter called "Farris") who acted with actual or apparent authority to bind Respondent in entering into the attorney-client contract with Lane. Farris represented

to Lane that Farris was the paralegal who would be handling Lane's case, or words to that effect. Thereafter, Lane made numerous inquiries regarding the status of Lane's claim, eventually learning that his claim had purportedly been turned over to two other non-lawyer employees of Respondent's, Wade and Jeff Ortiz (hereinafter called "Ortiz"), for handling. After an additional period of time during which Lane was unable to obtain information regarding the status of Lane's claim, on or about June 19, 1992, Lane wrote a letter addressed to Ortiz, Respondent, Wade and Farris terminating the representation and requesting the transmission of Lane's files, correspondence and related material to another attorney named by Lane. Despite such request, Lane's files were not returned to him; in fact, he was told that Respondent's interest in the recovery on the case would be asserted and that they were interested in pursuing Lane's claim. At that time, Lane agreed to continue to allow Respondent to represent him. Lane had subsequent conversations in December of 1992 and January 1993 during which the possibility of settling Lane's claim was discussed. At no time did Lane convey to Respondent or any non-lawyer employee of Respondent's authority to settle Lane's claim in any amount. Nonetheless, Respondent and/or one or more of Respondent's non-lawyer employees under Respondent's direct supervision communicated to the putative defendant agreement to settle Lane's claim for Seventeen Thousand and no/100 (\$17,000.00) Dollars, accepted delivery of a settlement check in the amount of Seventeen Thousand and no/100 (\$17,000.00) Dollars (hereinafter called the "Lane check"), endorsed without authority the name of Henson Lane on the Lane check, negotiated the Lane check and converted the funds representing the proceeds

of the Lane check without in any fashion any authority from Lane to do so and without in any fashion accounting to Lane for such funds. Respondent failed to notify Lane that Lane's claim had been settled on Lane's behalf and failed to notify Lane of the receipt of funds in which Lane claimed an interest.

XVIII.

Respondent at all times operative had direct supervisory authority over Farris, Wade and/or Ortiz and failed to make reasonable efforts to ensure that the conduct of Farris, Wade, and/or Ortiz was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of Farris, Wade, and/or Ortiz with respect to Respondent's employees' dealings with Lane and Lane's claim.

XIX.

Such acts and/or omissions on the part of Respondent as are described in Paragraphs XVII. and XVIII. hereinabove constitute conduct violative of Rules 1.01(a)(2), 1.03(a), 1.03(b), 1.14(a), 1.14(b), 1.14(c), 5.03(a), 5.03(b)(1), and/or 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct.

XX.

The complaint which forms the basis of the Fourth Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Lane's filing of a complaint on or about March 4, 1993.

FIFTH CAUSE OF ACTION

XXI.

On or about June 25, 1991, Christel Bruyneel (hereinafter called "Bruyneel") was contacted by Farris who represented that he was a paralegal who worked for Respondent and stated that he was soliciting her business on Respondent's behalf, or words to that effect. Bruyneel had been involved in an automobile accident on or about June 16, 1991, and Farris sought Bruyneel's employment of Respondent to represent Bruyneel's interests in connection with the recovery of personal injuries and property damage incurred as a result of such automobile accident. Farris represented that Respondent's fees would be on a contingency fee basis. Although Bruyneel declined to retain Respondent at that time, Farris continued to telephone Bruyneel regarding the matter. As a result, Bruyneel eventually agreed to meet with Farris in Respondent's office in late June of 1991.

XXII.

At such meeting between Farris and Bruyneel which had resulted from Farris' telephonic solicitation of Bruyneel's business, Farris represented to Bruyneel that Bruyneel would receive professional legal representation and continuous hands-on efforts on her matter, or words to that effect. In reliance on such representations regarding the quality of work to be performed, Bruyneel executed a contract of employment with Respondent's law firm in or around late June of 1991.

XXIII.

During the subsequent eighteen months, all of Bruyneel's dealings were with non-lawyer employees of Respondent's. Bruyneel made numerous telephone calls to check on the status of her matter to Farris and to another non-lawyer employee of Respondent's, James Traylor (hereinafter called "Traylor"), who had introduced himself to Bruyneel as a paralegal who would be working on her case. The calls were frequently not returned.

XXIV.

In or around September of 1992, Bruyneel was informed by Traylor that her case would probably go to trial shortly. In or around November or December of 1992, Bruyneel was informed by Traylor that her case would likely not go to trial until sometime in 1993. Bruyneel became dissatisfied with the representation she was receiving from Respondent and Respondent's law firm. Bruyneel located another attorney whom she retained to represent her in connection with the automobile accident. Bruyneel communicated in writing to Respondent that she was terminating Respondent's representation and had hired another attorney.

XXV.

In response, Respondent wrote to Bruyneel and indicated that, while she could retain another attorney, Respondent would continue to assert her thirty-three and one-third (33-1/3%) per cent interest in any recovery on the case.

XXVI.

In or around December of 1991, a check representing a reimbursement to Bruynell of medical expenses previously paid by Bruynell was transmitted to Respondent by State Farm Mutual Insurance which was made payable to Christel Devitt (which was Bruynell's name at the time of the automobile accident) and Catherine Allen-Jones in the amount of Two Thousand One Hundred Forty-four and 89/100 (\$2,144.89) Dollars (hereinafter called "State Farm check"). Bruynell's signature was endorsed on the back of the State Farm check without Bruynell's knowledge or consent and the check was negotiated by Respondent or someone acting on her behalf and/or under her control or supervision. Thereafter, Bruynell received a check drawn on an account titled "Allen, Farris & Company, Inc." in the amount of Two Thousand One Hundred Forty-four and 89/100 (\$2,144.89) Dollars, dated December 16, 1991 (hereinafter called "Allen check") which Bruynell deposited. The Allen check was returned unpaid due to insufficient funds. Bruynell attempted to contact Respondent regarding the Allen check but Respondent failed or refused to return her telephone calls. Bruynell travelled from Asheville, North Carolina, to Houston, Texas, to make an in-person demand of Respondent for a replacement check. Although Bruynell did obtain another check, she was unable to see Respondent whom she was told was out and unavailable. Bruynell's subsequent efforts to obtain any information regarding her case from Respondent, Traylor and/or Farris were unsuccessful. Bruynell's new attorney's written inquiry of Respondent for information regarding Bruynell's case was likewise not responded to.

**XXVII.**

Respondent at all times operative had direct supervisory authority over Farris and Traylor and failed to make reasonable efforts to ensure that the conduct of Farris and Traylor was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of Farris and Traylor with respect to Respondent's employees' dealings with Bruynell, Bruynell's case and funds coming into the possession of Respondent pertaining to Bruynell's case.

**XXVIII.**

Such acts and/or omissions on the part of Respondent as are described in Paragraphs XXI., XXII., XXIII., XXIV., XXV., XXVI., and XXVII. hereinabove constitute conduct violative of Rules 1.03(a), 1.14(a), 1.14(b), 1.14(c), 5.03(a), 5.03(b)(1), and/or 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct.

**XXIX.**

The complaint which forms the basis of the Fifth Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Bruynell's filing of a complaint on or about January 8, 1993.



SIXTH CAUSE OF ACTION

XXX.

On or about September 1, 1992, Leslie Ann Gokool (hereinafter called "Gokool") retained the services of Respondent to represent her in connection with seeking recovery for her personal injuries and property damage sustained in an automobile accident which occurred on or about August 14, 1992. Thereafter, Respondent failed to diligently pursue Gokool's claim against the putative defendant. Further, Respondent and/or a person or persons acting under her direct supervision submitted documentation to Gokool's insurer in order to obtain and did obtain a check in the amount of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars (hereinafter called "Gokool check") representing the payment of personal injury protection coverage. Respondent and/or a person or persons acting under Respondent's direct supervision endorsed the name of Gokool to the Gokool check, negotiated the Gokool check, and converted the funds representing the proceeds of the Gokool check. Respondent failed to notify Gokool of the receipt of the Gokool check, failed to deliver any portion of the proceeds of the Gokool check to Gokool, and failed to in any fashion account to Gokool regarding the disposition of the Gokool check.

XXXI.

Ultimately, due to Respondent's failure to diligently pursue Gokool's claim against the putative defendant, Gokool discharged Respondent and thereafter sought to represent herself in

negotiating with the insurer of the putative defendant, as a result of which she obtained a minimal settlement.

XXXII.

Respondent at all times operative had direct supervisory authority over the employees who worked on Gokool's matter, including but not limited to Alma Ortiz, and failed to make reasonable efforts to ensure that the conduct of her employees was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of her employees with respect to Respondent's employees' dealings with Gokool, Gokool's case and funds coming into the possession of Respondent pertaining to Gokool's case.

XXXIII.

Such acts and/or omissions on the part of Respondent as are described in Paragraphs XXX., XXXI., and XXXII. hereinabove constitute conduct violative of Rules 1.01(b)(1), 1.03(a), 1.14(a), 1.14(b), 1.14(c), 5.03(a), 5.03(b)(1), and/or 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct.

XXXIV.

The complaint which forms the basis of the Sixth Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Michael Louis Minns' filing of a complaint on or about July 20, 1993.

## SEVENTH CAUSE OF ACTION

### XXXV.

In or around October of 1991, Dinah F. Rucker (hereinafter called "Rucker") contacted the office of Respondent to obtain legal representation in connection with Rucker's claim for personal injuries sustained in an automobile accident (hereinafter called "Rucker's claim"). Rucker sought an appointment with Farris, whom she believed to be an attorney, and spoke with Traylor, who indicated that speaking with Traylor was the same as Rucker's speaking to Farris, or words to that effect. Thereafter, Rucker had several telephone conversations with Traylor, as a result of which Rucker reasonably believed that she had retained the law firm of Respondent to represent her legal interests in connection with Rucker's claim. Subsequently, she met with Traylor in Respondent's law firm offices on several occasions, during each of which meetings Rucker was assured by Traylor that work on Rucker's claim was proceeding. During all of this time, Rucker believed that Traylor was an attorney employed by Respondent who was working on Rucker's claim.

### XXXVI.

In or around September of 1992, Traylor indicated to Rucker that Rucker's claim would probably go to trial, or words to that effect. Rucker indicated to Traylor that Traylor should proceed with the case, or words to that effect. In or around November or December of 1992, Traylor indicated to Rucker that Rucker's claim would not go to trial until some time during

1993. Thereafter, Rucker notified Traylor of Rucker's intention to fire Respondent's law firm from representation of Rucker. Subsequently, Rucker learned that Traylor was not in fact an attorney.

XXXVII.

In truth and in fact, during all of the time that Rucker had believed work to be proceeding on Rucker's claim Respondent had done little or nothing to pursue or protect Rucker's interests in the matter, despite Traylor's assertions to Rucker to the contrary.

XXXVIII.

Respondent at all times operative had direct supervisory authority over Farris and/or Traylor and failed to make reasonable efforts to ensure that the conduct of Farris and/or Traylor was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of Farris and/or Traylor with respect to Farris and/or Traylor's dealings with Rucker and Rucker's case.

XXXIX.

Such acts and/or omissions on the part of Respondent as are described in Paragraphs XXXV., XXXVI., XXXVII., and XXXVIII. hereinabove constitute conduct violative of Rules 1.01(b)(1), 1.03(a), 5.03(a), 5.03(b)(1), and/or 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct.

XL.

The complaint which forms the basis of the Seventh Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Rucker's filing of a complaint on or about January 25, 1993.

EIGHTH CAUSE OF ACTION

XLI.

On or about October 22, 1991, Jeannine Eisenburg-Tipton (hereinafter called "Eisenburg-Tipton") sustained personal injuries as a result of the acts and/or omissions of employees of Delta Air Lines, Inc. (hereinafter called "Eisenburg-Tipton claim"). At a point in time between October 22, 1991, and December 13, 1991, Eisenburg-Tipton visited the office of Respondent and became acquainted with Wade, to whom she gave information pertinent to the Eisenburg-Tipton claim. Thereafter, on or about December 13, 1991, Wade, in his capacity as a non-lawyer employee of Respondent, sent a demand letter to Delta Air Lines, Inc., which represented that Respondent's law firm represented Eisenburg-Tipton and retained an undivided interest in the proceeds of any recovery on the Eisenburg-Tipton claim.

XLII.

In the months following, Respondent failed to diligently pursue Eisenburg-Tipton's claim, as a result of which Eisenburg-Tipton notified Respondent that she was discharging Respondent's firm from the representation. Wade, acting in his capacity as a non-lawyer employee of

Respondent's, notified Delta Air Lines, Inc., that Respondent's law firm would continue to assert a thirty-three and one-third (33-1/3%) per cent interest in the proceeds of any recovery on the Eisenburg-Tipton claim.

**XLIII.**

Eisenburg-Tipton retained a new attorney to pursue the Eisenburg-Tipton claim, Tom Edwards (hereinafter called "Edwards"), who contacted Respondent to obtain from Respondent information pertinent to Respondent's dealings with Eisenburg-Tipton, including an explanation of upon what basis Respondent asserted a right to retain a thirty-three and one-third (33-1/3%) per cent interest in the proceeds of any recovery on the Eisenburg-Tipton claim. No response to such inquiry was received by Edwards.

**XLIV.**

Respondent at all times operative had direct supervisory authority over Wade and failed to make reasonable efforts to ensure that the conduct of Wade was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of Wade with respect to Wade's dealings with Eisenburg-Tipton and Eisenburg-Tipton's claim.

**XLV.**

Such acts and/or omissions on the part of Respondent as are described in Paragraphs XLI., XLII., XLIII., and XLIV. hereinabove constitute conduct violative of Rules 1.01(b)(1), 1.03(a), 5.03(a), and/or 5.03(b)(1) of the Texas Disciplinary Rules of Professional Conduct.

XLVI.

The complaint which forms the basis of the Eighth Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Edwards' filing of a complaint on or about October 28, 1992.

NINTH CAUSE OF ACTION

XLVII.

On or about January 6, 1990, Alexis Hunter-Powell (hereinafter called "Hunter-Powell") sustained personal injuries as a result of an automobile accident (hereinafter called "Hunter-Powell claim"). In or around mid-1991, Hunter-Powell went to Respondent's law office and became acquainted with Farris, to whom she gave information pertinent to the Hunter-Powell claim including, but not limited to, information regarding the date of accident and medical records pertaining to Hunter-Powell's treatment subsequent to the automobile accident. Hunter-Powell reasonably believed and did believe that Farris was a lawyer employed by Respondent and that, as a result of her dealings with Farris, she had retained Respondent's law firm to represent her in connection with the Hunter-Powell claim.

XLVIII.

Farris thereafter sent Hunter-Powell to a particular doctor for treatment which treatment continued over a period of months notwithstanding the fact that Hunter-Powell had furnished to Farris in the initial interview medical records which indicated that Hunter-Powell had been released from the care of the doctor who had treated her for the injuries sustained in the

automobile accident. Respondent failed to file suit prior to the expiration of the applicable statute of limitations on Hunter-Powell's claim, as a result of which Hunter-Powell's bargaining position with the insurer of the putative defendant was greatly impacted.

XLIX.

Upon receipt of the settlement check pertaining to Hunter-Powell's claim (hereinafter called "Hunter-Powell check"), either Respondent or someone acting under Respondent's supervision or control endorsed the name of Hunter-Powell on the Hunter-Powell check and either cashed the Hunter-Powell check or deposited the Hunter-Powell check in an account subject to Respondent's control which was not a trust or escrow account. Neither Respondent nor any of Respondent's non-lawyer employees under Respondent's direct supervision notified Hunter-Powell of the receipt of the Hunter-Powell check at the time of such receipt. Respondent and/or Respondent's non-lawyer employees acting under Respondent's direct supervision and control issued a check drawn on Respondent's escrow account which purportedly represented the net proceeds owed Hunter-Powell out of the Hunter-Powell check (hereinafter called "Respondent's Hunter-Powell net check") even though the Hunter-Powell check had not been deposited in that trust account.

L.

Respondent at all times operative had direct supervisory authority over Farris and failed to make reasonable efforts to ensure that the conduct of Respondent's non-lawyer employees, including, but not limited to, Farris was compatible with the professional obligations of



Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of Farris with respect to Farris' dealings with Hunter-Powell and Hunter-Powell's claim.

LI.

Such acts and/or omissions on the part of Respondent as are described in Paragraphs XLVII., XLVIII., XLIX., XLIV., and L. hereinabove constitute conduct violative of Rules 1.01(b)(1), 1.03(a), 5.03(a), 5.03(b)(1), 1.14(a), 1.14(b), 1.14(c), and/or 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct.

LII.

The complaint which forms the basis of the Ninth Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by Hunter-Powell's filing of a complaint on or about October 29, 1992.

TENTH CAUSE OF ACTION

LIII.

In or around February of 1992, Respondent and/or a non-lawyer employee of Respondent's under Respondent's direct supervision or control received a settlement check made payable to Michelle Villarreal and Catherine Allen Jones as her attorney dated February 19, 1992, in the amount of Four Thousand and no/100 (\$4,000.00) Dollars, drawn on an account owned or claimed by Members Mutual Insurance Co. (hereinafter called the "Villarreal check") and a settlement check made payable to Belinda Avila and Catherine Allen Jones as her attorney dated February 19, 1992, in the amount of Four Thousand and no/100 (\$4,000.00) Dollars,

drawn on an account owned or claimed by Members Mutual Insurance Co. (hereinafter called the "Avila check"). The Villarreal check was endorsed with the names of Michelle Villarreal and Catherine Allen-Jones and deposited by Respondent or a non-lawyer employee of Respondent's under her direct supervision into an account in the name of Allen, Farris & Company, Inc., with First Interstate Bank of Texas, situated in Houston, Texas (hereinafter called the "Allen Farris account"), which was not a trust or escrow account owned or claimed by Respondent. The Avila check was endorsed with the names of Belinda Avila and Catherine Allen-Jones and deposited by Respondent or a non-lawyer employee of Respondent's under her direct supervision into the Allen Farris account, which was not a trust or escrow account owned or claimed by Respondent.

LIV.

Respondent at all times operative had direct supervisory authority the non-lawyer employees, if any, who deposited the Villarreal check and the Avila check into the Allen Farris account and failed to make reasonable efforts to ensure that the conduct of such non-lawyer employees was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of the non-lawyer employees with respect to the depositing of the Villarreal check and the Avila check into the Allen Farris account.

## ELEVENTH CAUSE OF ACTION

### LV.

In or around June of 1991, Respondent and/or a non-lawyer employee of Respondent's under Respondent's direct supervision or control received a settlement check made payable to Robert Body and Catherine Allen Jones, Attorney, in the amount of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars, drawn on an account owned or claimed by State Farm Mutual Insurance Co. (hereinafter called the "Body check") pertaining to personal injury protection coverage. The Body check was endorsed with the names of Robert Body and Catherine Allen-Jones and deposited by Respondent or a non-lawyer employee of Respondent's under her direct supervision into the Allen Farris account, which was not a trust or escrow account owned or claimed by Respondent.

### LVI.

Respondent at all times operative had direct supervisory authority the non-lawyer employees, if any, who deposited the Body into the Allen Farris account and failed to make reasonable efforts to ensure that the conduct of such non-lawyer employees was compatible with the professional obligations of Respondent, the lawyer. Respondent at all times operative ordered, encouraged or permitted the conduct of the non-lawyer employees with respect to the depositing of the Body check into the Allen Farris account.

LVII.

Such acts and/or omissions on the part of Respondent as are described in Paragraphs LV. and LVI. hereinabove constitute conduct violative of Rules 5.03(a), 5.03(b)(1), 1.14(a), 1.14(b), 1.14(c), and/or 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct.

LVIII.

The complaint which forms the basis of the Eleventh Cause of Action hereinabove set forth was brought to the attention of the Office of the General Counsel of the State Bar of Texas by the State Bar of Texas' filing of a complaint on or about July 21, 1992.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Petitioner prays for judgment that Respondent be disciplined as the facts shall warrant; and that Petitioner have such other relief to which entitled, including costs of Court and attorney's fees.


Respectfully submitted,

James M. McCormack  
General Counsel

Dawn Miller  
Senior Assistant General Counsel

Office of the General Counsel  
State Bar of Texas

P.O. Box 12487  
Austin, Texas 78711  
(512) 463-1463  
FAX (512) 477-4607

  
Dawn Miller  
State Bar of Texas No. 15561900

ATTORNEYS FOR PETITIONER



THE SUPREME COURT OF TEXAS

CHIEF JUSTICE  
THOMAS R. PHILLIPS

POST OFFICE BOX 12248      AUSTIN, TEXAS 78711

TEL: (512) 463-1312

FAX: (512) 463-1365

CLERK  
JOHN T. ADAMS

EXECUTIVE ASS'T.  
WILLIAM L. WILLIS

ADMINISTRATIVE ASS'T.  
NADINE SCHNEIDER

JUSTICES  
RAUL A. GONZALEZ  
JACK HIGHTOWER  
NATHAN L. HECHT  
LLOYD DOGGETT  
JOHN CORNYN  
BOB GAMMAGE  
CRAIG ENOCH  
ROSE SPECTOR

September 6, 1994

Honorable W. Rachael Littlejohn  
Judge, 156th District Court  
P. O. Box 82  
Beeville, Texas 78104-0082

Dear Judge Littlejohn:

We enclose for your information a copy of the order of assignment, a copy of the Disciplinary Action, a copy of the notification letter to Ms. Allen-Jones and Mr. McCormack, and a copy of the letter to the District Clerk of Harris County.

It is recommended that, two weeks after receipt of this letter, you or your coordinator contact the presiding judge of Harris County to find out the district court to which this disciplinary case has been assigned. We then recommend that, either before or immediately after you set the case for trial, you contact the Harris County District Court Administrative Office (713-755-6576) to reserve a courtroom, provide for a court reporter, etc. Finally, you should contact the Presiding Judge of the Administrative Judicial Region into which you have been assigned [713-471-3911] to obtain information on lodging, allowable expenses, and claims forms for your expenses incident to presiding over this disciplinary case.

Sincerely,

SIGNED

John T. Adams  
Clerk



THE SUPREME COURT OF TEXAS

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NADINE SCHNEIDER

September 6, 1994

Mr. James M. McCormack  
General Counsel, State Bar of Texas  
P.O. Box 12487  
Austin, Texas 78711

Ms. Catherine Allen-Jones  
7007 Gulf Freeway, Suite 125  
Houston, Texas 77275-0024

Dear Mr. McCormack and Ms. Allen-Jones:

Pursuant to Rule 3.02 of the Texas Rules of Disciplinary Procedure, I hereby notify you that the Supreme Court of Texas has appointed the Honorable W. Rachael Littlejohn, Judge of the 156th District Court, Beeville, Texas to preside in

Commission for Lawyer Discipline v. Catherine Allen-Jones

Sincerely,

SIGNED

John T. Adams  
Clerk



THE SUPREME COURT OF TEXAS

CHIEF JUSTICE  
THOMAS R. PHILLIPS

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WILLIAM L. WILLIS

ADMINISTRATIVE ASST.  
NADINE SCHNEIDER

September 6, 1994

The Honorable Katherine Tyra  
District Clerk of Harris County  
P.O. Box 4651  
Houston, Texas 77210

Dear Ms. Tyra:

Pursuant to Rule 3.03 of the Texas Rules of Disciplinary Procedure, I am sending for filing State Bar of Texas Disciplinary Action styled: The Commission for Lawyer Discipline v. Catherine Allen-Jones and a copy of the Supreme Court's order appointing the Honorable W. Rachael Littlejohn, Judge of the 156th District Court, Beeville, Texas, to preside in this Disciplinary Action.

Sincerely,

SIGNED

John T. Adams  
Clerk

cc: Hon. W. Rachael Littlejohn  
Ms. Catherine Allen-Jones  
Mr. James M. McCormack





THE SUPREME COURT OF TEXAS

CHIEF JUSTICE  
THOMAS R. PHILLIPS

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Sincerely,

SIGNED

John T. Adams  
Clerk