

IN THE SUPREME COURT OF THE STATE OF TEXAS

Misc. Docket No. 94- 9060

IN THE MATTER OF
FRANK EDWARD TAYLOR

ORDER

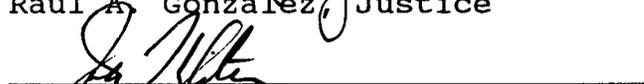
On this day came on for consideration the Motion for Acceptance of Resignation as Attorney and Counselor at Law of Frank Edward Taylor together with the Response filed by the Chief Disciplinary Counsel of the State Bar of Texas acting through the Commission for Lawyer Discipline. The Court has reviewed said Motion and the Response and finds each to be legally sufficient. The Court, being advised that such resignation is tendered in lieu of disciplinary action, and being of the opinion that such resignation is in the best interest of the public and of the profession and will meet the ends of justice, hereby concludes that the following Order is appropriate.

It is ORDERED that the law license of Frank Edward Taylor heretofore issued by this court, be, and the same is hereby cancelled and revoked and his name be, and is hereby, removed and deleted from the list of persons licensed to practice law in the State of Texas. Receipt of the license and permanent State Bar card issued by this Court to Frank Edward Taylor is hereby acknowledged.

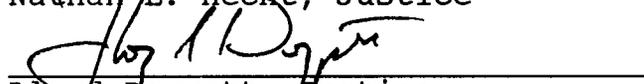
By the Court, en banc, in chambers, this the 26th day
of April, 1947.

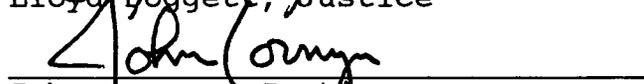

Thomas R. Phillips, Chief Justice

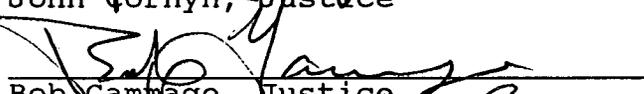

Raul A. Gonzalez, Justice

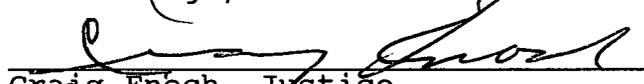

Jack Hightower, Justice

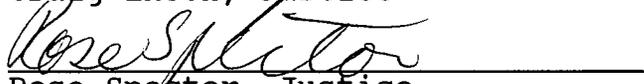

Nathan L. Hecht, Justice


Lloyd Doggett, Justice


John Cornyn, Justice


Bob Gammage, Justice


Craig Enoch, Justice


Rose Spector, Justice

Frank Edward Taylor
Bar Card No. 19691600

Misc. Docket No. 94 - 9060

CF6-19A.pri

STATE BAR OF TEXAS



Office of the General Counsel

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
P028442192

April 11, 1994

John Adams, Clerk
Supreme Court of Texas
201 W. 14th St.
Room 104
Austin, Texas 78701

Re: Frank Edward Taylor Bar No. 19691600

Dear Mr. Adams:

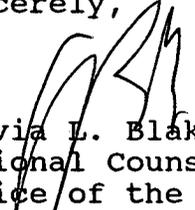
Pursuant to Part X of the Texas Rules of Disciplinary Procedure, please find enclosed herewith the following for filing with the Supreme Court of Texas:

- (1) Original executed Motion for Acceptance of Resignation as Attorney and Counselor at Law for the above referenced attorney.
- (2) Original and two (2) copies of the Response of the Chief Disciplinary Counsel to Motion for Acceptance of Resignation as Attorney and Counselor at Law which was signed and acknowledged by the Respondent on March 30, 1994.
- (3) Permanent State Bar Card and law license for the above referenced attorney.
- (4) Original Order of Resignation for the Court's signature.

As of this date, the above-referenced attorney has made no attempt to withdraw the Motion for Acceptance of Resignation. Therefore, pursuant to Part X of the Texas Rules of Disciplinary Procedure, the detailed statement of professional misconduct is deemed to have been conclusively established for all purposes.

I will appreciate your bringing this to the Court's attention. Please return a fully executed copy of the Order to our office at your earliest convenience.

Sincerely,



Sylvia L. Blake
Regional Counsel
Office of the Chief Disciplinary Counsel
State Bar of Texas

Enclosure
CF3-24R.PRI

IN THE SUPREME COURT OF TEXAS
MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW

OF

Frank Edward Taylor

NOW COMES your Applicant, Frank Edward Taylor, and hereby resigns as an Attorney and Counselor at Law in the State of Texas; and hereby submits to the Court his resignation as an Attorney and Counselor at Law; and prays that the Court accept said resignation.

I.

Attached hereto is the License and permanent State Bar card issued by this Court to the Applicant, Frank Edward Taylor, as an Attorney and Counselor at Law on November 20, 1990. Said License and permanent State Bar card are hereby surrendered by the Applicant.

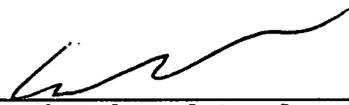
II.

Applicant is permitted to act in the capacity of a paralegal or legal assistant, in Texas, under the supervision of an attorney licensed to practice law by the Supreme Court of Texas.

III.

Your applicant is voluntarily resigning and withdrawing from the practice of law; Applicant does so in lieu of discipline for professional misconduct; and Applicant prays that his name be

dropped and deleted from the list of persons licensed to practice law in Texas; and that his resignation be accepted.



Frank Edward Taylor
State Bar No. 19691600

SUBSCRIBED AND SWORN to before me by the said Frank Edward Taylor this the 30th day of March, 1994.



NOTARY PUBLIC in and for
the State of Texas

CF6-17.PRI

IN THE SUPREME COURT OF THE STATE OF TEXAS
RESPONSE TO MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW
OF
FRANK EDWARD TAYLOR

TO THE HONORABLE SUPREME COURT OF TEXAS:

Pursuant to Part X of the Texas Rules of Disciplinary Procedure, James M. McCormack, Chief Disciplinary Counsel, hereby files this response on behalf of the State Bar of Texas, acting by and through the Commission for Lawyer Discipline, to the Motion for Acceptance of Resignation in Lieu of Discipline filed by Frank Edward Taylor, and would show as follows:

I.

The acceptance by the Court of the resignation of Frank Edward Taylor is in the best interest of the public and of the profession.

II.

Respondent is an attorney licensed to practice law in Texas and is a member of the State Bar of Texas.

III.

In connection with such resignation, Applicant has acknowledged the following findings of fact:

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numbering*

SEIDLER COMPLAINT (S0079301143)

(1) Ms. Petra Herrera hired Applicant in June, 1992 to represent her in a Chapter 7 bankruptcy proceeding. Ms. Herrera paid Applicant approximately \$450.00 towards a total fee of \$1,500.00. Applicant filed Ms. Herrera's bankruptcy on July 16, 1992, Cause No. 92-52434K, and attorney Martin W. Seidler was appointed as the U.S. Trustee in the case.

(2) On September 29, 1992, Applicant presented to the court the affidavit of Ms. Herrera during the hearing on the Trustee's Motion to Determine Reasonableness of Debtor's Counsel's Attorney's Fees. Applicant prepared this affidavit for Ms. Herrera's notarized signature and submitted it to the court although he knew that it was materially false. Applicant employed this affidavit in defending the \$1,500.00 fee he charged Ms. Herrera.

(3) Applicant made a false statement to the court in response to the questions of the bankruptcy judge, that the fee charged Ms. Herrera would include charges for all adversaries. However, the written contract entered into by Ms. Herrera provided otherwise and extra charges were to be charged for the defense of any adversary proceedings.

(4) The Court objected to Applicant's conduct and the amount claimed as attorney's fees; the Court disallowed the collection of any attorney's fees by Applicant. The Court found that Applicant's claim for attorney's fees was not within the community standards for comparable services. Applicant failed to comply with the Court's order to refund to Ms. Herrera all fees paid, and to amend all schedules. Applicant's failure to refund his client's fees

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constituted the collection of an unconscionable fee.

(5) The above facts support a violation of Rule 1.02(c); Rule 1.04(a); Rule 3.03; Rule 3.04(b); Rule 3.04(d); and Rule 8.04(a)(3); of the Texas Disciplinary Rules of Professional Conduct. Restitution is due to Ms. Petra Herrera in the amount of \$300.00, and State Bar attorney's fees of \$325.00 are due to the State Bar of Texas for the investigation and hearing of this complaint.

McGILL COMPLAINT (S0089301258)

(1) Applicant was employed as an associate attorney by the San Antonio law firm of Davis & Associates. On or about July 9, 1992, Ms. Peggy J. McGill hired the firm of Davis & Associates to file a Chapter 7 bankruptcy action. Ms. McGill paid Davis & Associates \$920.00 with several post-dated checks towards the total fee of \$1,620.00.

(2) Ms. McGill's bankruptcy case was assigned to Applicant although Applicant had never before practiced in the bankruptcy courts and was not admitted to practice law in the bankruptcy courts. Applicant was not associated with another attorney competent to handle or assist Applicant in bankruptcy matters.

(3) Ms. McGill's primary purpose in filing the bankruptcy action was to discharge a guaranteed student loan for which a collection suit had previously been filed against her. Applicant assured Ms. McGill that by filing the Chapter 7 bankruptcy the loan would be discharged. Applicant filed the bankruptcy petition on August 17, 1992 - two months short of the mandatory five year loan

default period. By filing the petition prematurely, Applicant failed to protect his client's interests and prevented Ms. McGill from more properly discharging the loan through a Chapter 13 bankruptcy.

(4) Applicant represented Ms. McGill from July, 1992, until he left the firm of Davis & Associates on October 22, 1992. During the course of representation, Applicant frequently failed to carry out his obligations to Ms. McGill. Applicant met with Ms. McGill on only two occasions; Applicant never discussed the circumstances of her case, or the handling of the student loan in relation to the bankruptcy action.

(5) During the course of representation, Applicant frequently failed to communicate with Ms. McGill, and did not respond to Ms. McGill's requests for information about the status of her case. Applicant failed to adequately explain matters to Ms. McGill in order to permit her to make informed decisions regarding representation of the case.

(6) The above facts support a violation of Rule 1.01(a) & (b)(2); and Rule 1.03(a) & (b); of the Texas Disciplinary Rules of Professional Conduct. Restitution is due to Ms. Peggy J. McGill in the amount of \$920.00, and attorney's fees are due to the State Bar of Texas in the amount of \$300.00, for the investigation and hearing of this complaint.

FILE # F0089301769 - STATE BAR OF TEXAS

1) During the month of August, 1993, the State Bar of Texas initiated a complaint against Frank E. Taylor (Respondent).

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Respondent failed to respond to two (2) lawful demands for information from a disciplinary authority.

FILE # D0099302298 - NORRIS

1) On or about March 24, 1993, Virginia Norris (Complainant), employed Frank E. Taylor (Respondent) to obtain custody of her granddaughter and child support payments for five (5) grandchildren plus the two (2) year old granddaughter for a total of six (6) grandchildren. Respondent has abandoned the matter and failed to respond to proper requests about the matter.

2) On October 6, 1993, notice and a copy of the Norris complaint were sent to Respondent by Certified Mail: Return Receipt Requested and delivered on October 8, 1993. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0119302603 - AZARBOD

1) On or about December 30, 1992, Patricia Azarbod (Complainant), employed the law firm of Ferguson & Associates, P.C., to represent complainant in a wrongful termination matter. Sometime thereafter, Frank E. Taylor (Respondent), purchased the law firm and assumed responsibility for Complainant's legal matter. Respondent prepared a letter dated June 7, 1993, requesting Complainant's personnel file from St. Paul Medical Center. Thereafter, Respondent failed to provide any legal services and failed to respond to Complainant's proper requests for information.

2) On December 1, 1993, notice and a copy of the Azarbod

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complaint were sent to Respondent by Certified Mail: Return Receipt Requested and delivered on December 2, 1993. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0119302588 - STROMBERG

1) During the month of November, 1993, Mark Stromberg (Complainant) filed a complaint against Frank E. Taylor (Respondent). Complainant is opposing counsel in a bankruptcy matter in which Respondent represented the debtor. During the course of the bankruptcy matter, Respondent misrepresented facts to the Court, submitted false evidence to the Court, and generally proved himself to be incompetent to handle a bankruptcy matter.

2) On November 30, 1993, notice and a copy of the Stromberg complaint were sent to Respondent by Certified Mail: Return Receipt Requested and delivered on December 1, 1993. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0099302277 - SCHROEDER

1) On or about December 14, 1992, Robert Schroeder (Complainant) employed the law firm of Ferguson & Associates, P.C. to prosecute an age and disability discrimination lawsuit. Subsequently, Frank E. Taylor (Respondent), purchased the law firm and assumed responsibility for Complainant's legal matter. Thereafter, Respondent failed to respond to Complainant's proper requests for information about the matter and failed to return the

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unused portion of the retainer fee after Respondent withdrew his representation.

2) On September 29, 1993, notice and a copy of the Schroeder complaint were sent to Respondent by Certified Mail: Return Receipt Requested and delivered sometime between September 29, 1993 and October 5, 1993. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0099302240 - ENNIS

1) On or about April 28, 1993, Edward Ennis (Complainant) employed Frank E. Taylor (Respondent) to represent him in a child custody matter. Initially Respondent assigned the case to Calvin Otte to handle; however, Mr. Otte subsequently withdrew from the case because Respondent had failed to pay Mr. Otte. Respondent failed to respond to Complainant's proper requests for information about the matter and failed to provide the legal services for which he had been contracted to provide.

2) On September 20, 1993, notice and a copy of the Ennis complaint were sent to Respondent by Certified Mail: Return Receipt Requested and delivered on September 24, 1993. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0099302165 - STATE BAR OF TEXAS

1) During the month of September, 1993, the State Bar of Texas initiated a complaint against Frank E. Taylor (Respondent).

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Respondent failed to supervise Calvin C. Otte, an attorney in his employ, thus allowing a client's legal matter to be neglected. Respondent also closed his office and wholly failed to notify said client of the closing or of Respondent's new office location.

2) On September 9, 1993, notice and a copy of the State Bar of Texas complaint were sent to Respondent by Certified Mail: Return Receipt Requested and delivered on September 10, 1993. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0099302188 - MONTGOMERY

1) Byron Montgomery (Complainant) employed Frank E. Taylor (Respondent) to represent Complainant in a property dispute. Respondent failed to perform any legal services for which Respondent was employed and failed to return the unused portion of Complainant's retainer fee.

2) On September 15, 1993, notice and a copy of the Montgomery complaint were sent to Respondent by Certified Mail: Return Receipt Requested and delivered on September 16, 1993. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0119302532 - POUNDERS

1) In the month of February, 1993, Donald Pounders (Complainant) employed Frank E. Taylor (Respondent) to file a personal bankruptcy. Respondent failed to answer interrogatories

8.FET

filed by a party contesting Complainant's bankruptcy. Respondent also improperly withdrew and failed to respond to requests for information.

2) Notice and a copy of the Pounders complaint were sent to Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0119302543 - SCOTT

1) In the month of February, 1993, Rodney Scott (Complainant) employed Frank E. Taylor (Respondent) to prosecute a Deceptive Trade Practices Act lawsuit. Respondent subsequently abandoned the legal matter and failed to respond to Complainant's proper requests for information.

2) Notice and a copy of the Scott complaint were sent to Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0129302686 - MACKAY

1) In 1993, Frank E. Taylor (Respondent) sued Richard MacKay (Complainant). Subsequently, Respondent fraudulently added seventy-two pages to interrogatories he was supposed to answer after a notary had notarized three (3) pages.

2) Notice and a copy of the MacKay complaint were sent to

9.FET

Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0109302455 - HAUSTEIN

1) On or about March 3, 1993, James Haustein (Complainant) employed Frank E. Taylor (Respondent) for a demand and negotiation matter. Respondent subsequently wrote a demand letter for Complainant and then abandoned the legal matter. Respondent also failed to respond to Complainant's proper requests for information.

2) Notice and a copy of the Haustein complaint were sent to Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0109302415 - MCMILLAN

1) On or about February 24, 1993, Mike McMillan (Complainant) employed Frank E. Taylor (Respondent) to defend a paternity suit and an assault charge. Complainant was seeking visitation in the paternity matter. Respondent subsequently neglected and then abandoned the legal matter. Respondent also failed to respond to Complainant's proper requests for information.

2) Notice and a copy of the McMillan complaint were sent to Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty

10 FET

(30) days but failed to do so and asserted no grounds for such failure.

FILE # D0109302835 - BEASLEY

1) On or about February 6, 1993, Eric Beasley (Complainant) employed Frank E. Taylor (Respondent) to write a demand letter and secure title to a vehicle Complainant had purchased from Frank Para Chevrolet. After mailing the demand letter and receiving instructions from the car dealer on how to obtain the title, Respondent failed to provide a release to the Complainant for signature. Respondent subsequently failed to respond to Complainant's proper requests for information.

2) Notice and a copy of the Beasley complaint were sent to Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0129302613 - ARENAS

1) On or about April 27, 1993, Roberto Arenas (Complainant), employed Frank E. Taylor (Respondent) to represent him in a cause of action regarding the Complainant's purchase of a house. The Respondent was paid a \$1,000 retainer fee. Thereinafter, Respondent failed to perform any meaningful work on the case. Further, Respondent failed to return Complainant's phone calls or to inform the Complainant about the status of the case, and subsequently, abandoned the Complainant's case.

2) Notice and a copy of the Arenas complaint were sent to

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Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

FILE # D0129302697 - JOHNSON

1) On or about February 27, 1993, Dolores Johnson (Complainant) employed Frank E. Taylor (Respondent) to represent Complainant in an adoption matter. Thereinafter, Respondent neglected the case and failed to communicate with the Complainant.

2) Notice and a copy of the Johnson complaint were sent to Respondent by Certified Mail: Return Receipt Requested. Respondent was requested to respond in writing to the complaint within thirty (30) days but failed to do so and asserted no grounds for such failure.

CAUSE # 141-151544-93

COMMISSION FOR LAWYER DISCIPLINE

A. State Bar of Texas;

1) In or around February 1992, Respondent was hired by the Law Firm of Davis & Associates (hereinafter called "Davis & Associates"), located in San Antonio, Texas. Respondent was assigned to the consumer bankruptcy section of Davis & Associates. At that point, Respondent had no experience in the area of consumer bankruptcy.

2) Thereinafter, Davis & Associates advertised extensively on television, giving the impression that the law firm was a well

10. FET

established firm of skilled bankruptcy specialists competent to handle consumer bankruptcy matters. Shortly, Respondent was handling a large number of consumer bankruptcy cases. Respondent was not supervised by or associated with an attorney competent in bankruptcy law. Respondent failed to properly fill out Chapter 7 schedules, did not properly list creditors, or sometimes left them off entirely from creditor's schedules. Respondent misinformed clients about the effect of the discharge of their debts in Chapter 7 cases and routinely worked up plans in Chapter 13 cases which were incomplete or inadequate to deal with his client's problems, or were incorrectly computed or internally inconsistent.

3) Further, with the knowledge, encouragement, and assistance of Respondent, non-lawyers routinely conducted client interviews and gave legal advice to Respondent's clients as to whether they should file bankruptcy, and whether they should file under Chapter 7 or Chapter 13 for bankruptcy protection. Many of these clients were led to believe that specific non-lawyers were attorneys licensed to practice law in the State of Texas.

4) Eventually, Respondent lost control of this high case load, and left Davis & Associates in or around October 1992. Thereinafter, by order dated January 12, 1993, U.S. Bankruptcy Judge Leif M. Clark issued orders in which all of Davis & Associates' bankruptcy cases were taken over by a trustee appointed by the Court, and Davis & Associates was specifically barred from practicing in the bankruptcy courts of the Western District of Texas.

B. Wade;

1) On or about May 29, 1992, Davis & Associates were retained by Karen and Robert Wade (hereinafter called "the Wades") to represent them in a Chapter 7 bankruptcy. The Wades agreed to pay to Davis & Associates the total fee of One Thousand Six Hundred Twenty and 00/100 (\$1,620.00) Dollars for this service. Respondent was assigned to represent the Wades.

2) At the time Respondent filed the Wades' Chapter 7 petition on or about July 28, 1992, he had been attorney of record in sixty six (66) bankruptcy cases, most of which were still pending in the bankruptcy courts of the Western District. At the time of the filing of the Wade's bankruptcy petition, Respondent had been handling bankruptcies for less than seven (7) months. Respondent had no other bankruptcy experience prior to associating with Davis & Associates, and he was not competent to represent clients in bankruptcy matters.

3) After he accepted the Wades case, Respondent failed to provide any substantive work on the case, and due to his lack of competency in the area of bankruptcy law, Respondent gave the Wades incorrect advice concerning the discharge of debts. Thereafter, prior to the completion of the bankruptcy matter, Respondent abandoned his representation of the Wades without any notice to them.

C. State Bar of Texas;

1) In or around January 1993, Respondent purchased the law practice known as Ferguson & Associates (hereinafter called "the

law firm"). At or about that time, the law firm consisted of three office locations and attendant, equipment and staff.

2) With barely more than two years experience as a licensed attorney, Respondent accepted the supervisory duties over a staff that included, at any given time, more than half a dozen attorneys and paralegals. Primarily, all initial interviews with respective clients of the law firm took place with one of the paralegals, rarely was there an attorney involved. Often, these paralegals would make representations which would lead the perspective client or clients to believe that the paralegal was an attorney, and the paralegals sometimes gave legal advice. Further, matters were routinely neglected by both the lawyers and the paralegals of the law firm.

3) Between January 1, 1993 and on or about February 22, 1993, Respondent employed Wayne Majors (hereinafter called "Majors") as the Executive Director of the law firm. In fact, Majors, a non-lawyer, was Respondent's partner in the law firm, and Majors actually controlled the day-to-day operations of the law firm.

D. Rausch;

1) On or about December 8, 1992, Eugene Rausch (hereinafter called "Rausch") retained the law firm of Ferguson & Associates to represent him in a lawsuit against his former employer. Timothy Pletta (hereinafter called "Pletta"), an associate with Ferguson & Associates, was assigned the case. For its services, Ferguson & Associates charged Rausch One Thousand (\$1,000.00) Dollars. Rausch

paid Three Hundred (\$300.00) Dollars in cash at the time of his first meeting, and then wrote seven (7) post-dated checks in the amounts of One Hundred (\$100.00) Dollars each, said checks to be negotiated at a rate of one (1) per month thereafter.

2) When Ferguson & Associates was purchased by Respondent, Rausch became a client of the law firm, and Pletta remained his attorney, although Rausch had difficulty contacting him. Further, the law firm assumed from Ferguson & Associates the ownership of the remaining post-dated checks of Rausch.

3) Near the end of January, 1993, Rausch finally heard from Pletta, only to be told that the law firm would need five (5) more One Hundred and 00/100 (\$100.00) Dollar checks before he could file the lawsuit for unpaid wages against Rausch's former employer. Thereafter, Rausch continued to have difficulties speaking with Pletta, and his telephone calls were not returned by Pletta. Finally, in early March, 1993, Rausch was able to speak with the Office Administrator of the law firm and was told that his case was on "hold", meaning that no work was being done on the file at this time. Rausch later learned that the case was on "hold" because one of the early One Hundred and 00/100 (\$100.00) dollar checks had been returned for non-sufficient funds. In fact, Rausch had earlier replaced the check with One Hundred and 00/100 (\$100.00) Dollars in cash. It was Respondent's policy to put files on "hold" during disputes over fees, and no work was being done on Rausch's case.

16. FET

E. Hajeer;

1) On or about February 9, 1993, Khalid Hajeer (hereinafter called "Hajeer"), doing business as Royal Valet Services, retained the law firm to represent him in a defamation action against a television station. The retainer fee for the law firm was Three Thousand Five Hundred and 00/100 (\$3,500.00) Dollars, of which Hajeer paid One Thousand Seven Hundred Fifty and 00/100 (\$1,750.00) Dollars on the initial visit to the law firm. A second, post-dated check for the same amount was later stopped by Hajeer before payment.

2) Thereafter, Hajeer made several attempts to contact the law firm, specifically Pletta, the attorney originally assigned to the case. After receiving no response, by letter dated March 4, 1993, Hajeer terminated his agreement with the law firm. A few days later, Hajeer was informed by letter that Pletta had resigned from the law firm effective March 31, 1993. After that point, Hajeer demanded a refund of the One Thousand Seven Hundred Fifty (\$1,750.00) Dollars, but he was unable to speak directly to Respondent. Instead, Hajeer was informed by James Harlan (hereinafter called "Harlan"), the law firm's administrator, that Respondent had instructed Harlan to inform Hajeer that, since the retainer was alleged to be non-refundable according to the contract between the parties, no refund would be forthcoming. Hajeer never received a statement from Respondent indicating what work had been done on Hajeer's behalf and how the money had been spent.

17. FET

F. Barath;

1) On or about April 20, 1993, the law firm was retained by Peter Barath (hereinafter called "Barath") to pursue a Deceptive Trades Practices Act lawsuit and a products liability cause of action.

2) During his first visit to the law firm, Barath was interviewed by a paralegal. After this interview, Barath was told that the law firm would accept his case for the payment of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars. At that time, Barath gave to a representative of the law firm three (3) checks each in the amount of Five Hundred and 00/100 (\$500.00) Dollars. The checks were dated April 20, May 20, and June 20, 1993.

3) Thereafter, Barath, in spite of several telephone calls and letters to the law firm, was unable to obtain any information about his case. Shortly thereafter, Barath terminated the law firm from further representation and demanded a refund of the Five Hundred and 00/100 (\$500.00) Dollar check that had been negotiated by the law firm. Eventually, Respondent returned Barath's telephone calls and agreed to refund the Five Hundred and 00/100 (\$500.00) Dollars. Thereafter, Barath heard nothing from Respondent or the law firm, nor did he receive the promised refund. It was not until Barath filed his complaint with the State Bar of Texas that Respondent finally refunded the Five Hundred and 00/100 (\$500.00) Dollars to Barath.

18.FET

G. McMurray;

1) On or about February 25, 1993, the law firm was retained by Mary McMurray (hereinafter called "McMurray") to pursue a Deceptive Trades Practices Act claim against a "buying club" that had unfairly induced McMurray to purchase a membership. At the time of her initial visit to the law firm, McMurray spoke only to a legal assistant, signed a law firm retainer agreement, and paid the law firm Five Hundred and 00/100 (\$500.00) Dollars as a retainer fee.

2) Initially, McMurray was told that her attorney would be Pletta. McMurray never spoke to or saw Pletta. On or about March 12, 1993, McMurray received a letter from Pletta informing her that he would be leaving the law firm at the end of the month. When McMurray called for Pletta, however, she was told that he had already left the law firm. At that time, she was told that her new attorney would be Robert Benson (hereinafter called "Benson").

3) Thereafter, McMurray called the office in an attempt to talk with and/or schedule an appointment with Benson. She was not successful at either. It was not until on or about March 29, 1993, that McMurray received her copy of the demand letter that Benson had sent to the buying club. The demand letter is little more than a form letter.

4) Thereafter, McMurray continued to get dunning notices from the buying club. When she called the law firm in an attempt to speak to Benson regarding these dunning notices, she was told that Benson was no longer with the law firm. For several weeks thereafter, she attempted to make contact with a lawyer for the law

firm, but to no avail. Finally, on or about May 24, 1993, McMurray received a letter signed by the office manager for the law firm in which she was informed that all work she had contracted for had been done, and that her file was being closed. During the entire time she was "represented" by the law firm, McMurray never saw or spoke to a lawyer, including Respondent. Further, McMurray was never informed whether or not a response had been made to the demand letter.

H. Nix;

1) On or about January 30, 1993, the law firm was retained by Gene Nix (hereinafter called "Nix") to represent him in a consumer claim. At the time of the initial meeting, Nix spoke with Jeff Majors, a paralegal with the law firm, and was told that his attorney would be Pletta. Also at that time, Nix signed one of the law firms' retainer agreements and paid the law firm Six Hundred and 00/100 (\$600.00) Dollars. For this amount, the law firm intended to do no more than send a "demand" letter on behalf of Nix.

2) Nix never met in person with Pletta. It was not until on or about March 1, 1993, that a Deceptive Trades Practices Act demand letter was sent to the company with whom Nix was having a problem. This letter was essentially a form letter. Shortly thereafter, Pletta left the law firm, and Nix was told that his case had been reassigned to Benson.

3) Thereafter, Nix and his wife left messages for Benson and requests for appointments with him. Finally, Nix was informed by

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a receptionist or a legal assistant with the law firm that Benson was no longer with the law firm and that Nix's new attorney was Marsha Levine (hereinafter called "Levine"). In fact, Benson was only with the law firm for about two weeks.

4) Thereafter, Nix and his wife continued to have the same problems getting through to Levine that they also had in trying to contact Pletta and Benson. In fact, during their entire relationship with the law firm, the Nix's never say an attorney about their problem. Finally, the Nix's were informed by a receptionist or legal assistant at the law firm that Levine was no longer employed with the law firm. In fact, Levine left the law firm after only two and one-half weeks of employment. The Nix's were never informed whether or not a response had been made to the demand letter.

CAUSE # _____
Commission for Lawyer Discipline

A. Staples;

1) On or about March 1, 1993, Lizzie Staples (hereinafter called "Staples") retained Respondent's law firm, Taylor & Associates (hereinafter "the law firm"), to aid her in securing a deed to the homestead of her deceased father. Two staff attorneys were assigned to the case by Respondent, but neither attorney did any work on the case before leaving the law firm.

2) Being unable to get any action on her case, and unable to contact Respondent, Staples terminated the law firm in and around May, 1993. Prior to this action, however, the law firm cashed checks from Staples in the total amount of One Thousand and 00/100

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(\$1,000.00) Dollars, specifically, Five Hundred and 00/100 (\$500.00) Dollars down and two post-dated checks in the amount of Two Hundred Fifty and 00/100 (\$250.00) Dollars each. When she requested a refund of this amount, Respondent ignored her request.

B. Stevenson;

1) In or around October, 1992, Deborah Stevenson (hereinafter called "Stevenson") retained the law firm of Ferguson & Associates to represent her in a claim over fire damage to her property. In or around January, 1993, Ferguson & Associates became Taylor & Associates, and Respondent assumed responsibility of Stevenson's case.

2) In order to retain his representation, Respondent required Stevenson to pay a Fifty Dollar and 00/100 (\$50.00) Dollar deposit and then give him several post-dated checks which he would thereafter cash on or around the date of the check. As of August, 1993, Respondent had cashed checks in the total amount of One Thousand Fifty and 00/100 (\$1,050.00) Dollars. In return, Respondent provided no apparent service to Stevenson. When she attempted to question Respondent regarding his actions on her behalf, he refused to accept her telephone calls or return them.

C. Perez;

1) On or about January 27, 1993, Sonia Perez (hereinafter called "Perez") retained Respondent to represent her regarding an assault in which she was involved. At that time, Perez paid Respondent a total of Eight Hundred Twenty and 00/100 (\$820.00)

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Dollars to secure the representation.

2) Thereafter, Perez appeared in court by herself due to Respondent's failure to appear. As a result, Perez resolved her own legal matter and demanded a full refund of her retainer from Respondent. Respondent ignored her request and refused to return her numerous telephone calls.

D. Persley;

1) On or about March 1, 1993, Respondent's law firm was retained by Lurlen Persley (hereinafter called "Persley") to represent her in a dispute she was having with a car repair company over negligent repair work done to her automobile.

2) Within three months of Persley's retaining Respondent's law firm, her case had been assigned to three lawyers. She was finally informed that Respondent was personally handling her case. Respondent, however, constantly failed to return her telephone inquiries regarding the case. Thereafter, Respondent relocated his law office numerous times without informing Persley. During one of the few times in which Persley was able to locate Respondent, he told her that her case was close to being settled, only to inform her several weeks later that he had been mistaken because he had her case confused with another.

3) Thereafter, Persley was unable to locate Respondent, and he did not return any of her telephone calls left with an answering service. Nor did Respondent respond to her demands to return her personal papers which would be needed to convince another lawyer to accept her case. Finally, during the five months in which Persley

dealt with Respondent and his law firm, several post-dated checks she had originally left in Respondent's possession were cashed as the date of each check was reached. These checks cashed by Respondent totalled One Thousand Five Hundred and 00/100 (\$1,500.00), for which Persley received almost no service in return.

E. Johnson;

1) On or about March 18 1993, Respondent was retained by Albert Johnson (hereinafter called "Johnson") to represent him in an employment discrimination law suit against a former employer. Respondent and Johnson agreed on a Ten Thousand and 00/100 (\$10,000.00) Dollar retainer with One Thousand and 00/100 (\$1,000.00) Dollars down, and Respondent at the same time received from Johnson nine (9) post-dated checks in the amount of One Thousand and 00/100 (\$1,000.00 Dollars each. The post-dated checks were dated at one-month intervals.

2) Within two months of retaining Respondent's law firm, Johnson was at various times given the names of four different lawyers who would be handling his case. During that time, nothing was done on Johnson's case except the rough drafting of a lawsuit.

3) On or about May 31, 1993, Johnson was informed that Respondent would personally handle his case. Previously, Johnson had been continuously informed by various persons associated with the law firm that the filing of his lawsuit was eminent, when in fact it was not. It was not until on or about June 17, 1993, three months after Johnson had retained Respondent's law firm, that the

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complaint was finally filed with the United States District Clerk's office, and only after constant prodding by Johnson. During this time, Johnson's post-dated checks continued to be cashed. At or about the same time the lawsuit was filed, Respondent deposited the fourth post-dated check, totalling Four Thousand and 00/100 (\$4,000.00) Dollars, into his operating account.

4) Thereafter, Johnson made numerous efforts to contact Respondent, but was unable to do so, and Respondent failed to return his telephone calls. Except for one brief call on July 18, 1993, during which time Respondent cancelled an appointment he had previously set for Johnson. Johnson did not hear again from Respondent again until on or about August 28, 1993. It was at that time that Respondent informed Johnson that he had filed, with the court, a motion to withdraw as counsel which was set to be heard on Monday, August 30, 1993. Respondent was allowed to withdraw as attorney of record for Johnson at the hearing held on August 30, 1993. By that time, Respondent had cashed post-dated checks from Johnson totalling Five Thousand and 00/100 (\$5,000.00) Dollars and converted the money to his own use and benefit. In return, Johnson received no meaningful legal services.

F. Hicks;

1) By letter dated July 1, 1993 and received by Respondent on or about July 7, 1993, the Grievance Committee for State Bar District 7A urged Respondent to provide information in response to a complaint presented against him by Lawrence Hicks. Respondent thereafter knowingly failed to timely respond to a lawful demand

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for information from a disciplinary authority, to wit, the Grievance Committee for State Bar District 7A.

III.

Respondent has further acknowledged that the following complaints were currently pending before a District Grievance Committee of the State Bar of Texas and that such complaints will be placed in his permanent record for consideration should he apply for reinstatement to the State Bar of Texas:

F0109301929	Sharon A. Spruill
F0119302103	State Bar of Texas
F0119302013	Waleed Abualjabin & NR
F0129302131	Joylee Moore & NR
F0019402190	Joyce Hensarling & NR
F0019402220	Toni LaGree & NR
F0019402235	Dianna Y. Robles & NR
F0019402238	Alice Butler & NR
F0019402241	James Edward Smith & NR
F0019402262	Vickie Buchanan & NR
F0019402279	Donna Fagan & NR
F0019402280	John Shepard & NR
F0029402293	State Bar of Texas & NR
F0029402304	Raymond Picard & NR
F0039402434	Bobby W. Bowlin
D0119302505	Etta Sunny
D0129302717	Charolette Jiles
D0019402732	Anthony Spann
D0019402820	Suzette Spanhel
D0019402786	Mark Ellsworth
D0029402976	E. Nora Reyes
D0029402987	Julian Archuleta
D0039403044	Joyce Pannell

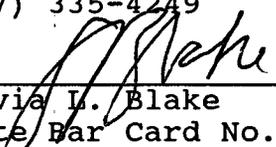
IV.

WHEREFORE, the State Bar of Texas, moves the Court to accept the resignation in lieu of discipline and grant the motion filed by Movant.

Respectfully Submitted:

James M. McCormack
Chief Disciplinary Counsel

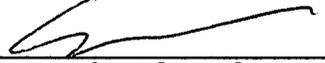
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Sylvia L. Blake
State Bar Card No. 0242650V

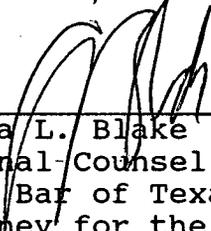
CERTIFICATE OF SERVICE

This is to certify that the Response of the Chief Disciplinary Counsel to the Resignation of Frank Edward Taylor has been served on Frank Edward Taylor as evidenced by his signature below:

Received By: 

Frank Edward Taylor

Date Received: 3-30-94
Date



Sylvia L. Blake
Regional Counsel
State Bar of Texas
Attorney for the Commission for
Lawyer Discipline