

In the  
Indiana Supreme Court



In the Matter of: ) Supreme Court Cause No.  
Eric L. JACKSON, ) 49S00-1403-DI-191  
Respondent. )

PUBLISHED ORDER APPROVING STATEMENT OF CIRCUMSTANCES  
AND CONDITIONAL AGREEMENT FOR DISCIPLINE

Pursuant to Indiana Admission and Discipline Rule 23(11), the Indiana Supreme Court Disciplinary Commission and Respondent have submitted for approval a "Statement of Circumstances and Conditional Agreement for Discipline" stipulating agreed facts and proposed discipline as summarized below:

**Stipulated Facts:** Respondent signed an agreement with Consumer Attorney Services ("CAS"), a Florida firm, to be "of counsel" and to provide services to CAS's Indiana loan modification and foreclosure defense clients. CAS paid Respondent \$50 (later raised to \$75) for every Indiana loan modification client and \$200 for each foreclosure client assigned to him. Non-lawyer employees of CAS performed all intake work for clients assigned to Respondent and drafted pleadings for Respondent to review and file.

J.D. was one Indiana resident who hired CAS and was assigned to Respondent. J.D. was not informed that Respondent's role in the representation would be limited, nor was he informed about how fees would be shared between CAS and Respondent. The fee agreement called for an initial nonrefundable retainer followed by monthly payments for the duration of the representation. Other than making an initial brief phone call to J.D. and signing the fee agreement on behalf of CAS, Respondent had no involvement in attempting to obtain loan modification from J.D.'s lender.

After J.D. was served with a complaint for foreclosure, a non-lawyer at CAS sent J.D. a "retainer modification agreement" increasing J.D.'s monthly payment amount. The lender later sought summary judgment, and Respondent filed on J.D.'s behalf a response drafted initially by a non-lawyer at CAS. Respondent did not keep J.D. informed about the status of the litigation, did not consult with J.D. about the availability of a court-ordered settlement conference, and did not raise any substantive defenses.

J.D. eventually terminated his relationship with CAS. CAS did not notify Respondent of the termination, and Respondent did not withdraw his appearance in the foreclosure action. J.D. eventually obtained a loan modification through direct negotiation with his lender. J.D. also unsuccessfully sought a refund of unearned fees being held by CAS.

The parties do not cite any facts in aggravation. The parties cite the following facts in mitigation: (1) Respondent has no prior disciplinary history; (2) Respondent was cooperative with the disciplinary investigation and proceedings; and (3) Respondent is remorseful for his misconduct.

**Violations:** The parties agree that Respondent violated these Indiana Professional Conduct Rules prohibiting the following misconduct:

- 1.4(a)(1): Failure to promptly inform a client of circumstance (limited scope of employment) to which the client's informed consent is required.
- 1.4(a)(2): Failure to reasonably consult with a client about the means by which the client's objectives are to be accomplished.
- 1.4(a)(3): Failure to keep a client reasonably informed about the status of a matter.
- 1.4(a)(5): Failure to consult with client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance.
- 1.4(b): Failure to explain a matter to the extent reasonably necessary to permit a client to make informed decisions.
- 1.5(e): Failure to obtain a client's required approval of a fee division.
- 5.3(b) and Guideline 9.1: Failure to discharge responsibilities regarding supervision of non-lawyers.
- 5.4(c): Permitting a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.
- 5.5(a): Assisting in the unauthorized practice of law.
- 8.4(a): Knowingly assisting another to violate the Rules of Professional Conduct.
- 8.4(c): Engaging in conduct involving dishonesty, fraud, deceit or misrepresentation.
- 8.4(d): Engaging in conduct prejudicial to the administration of justice.

**Discipline:** The parties propose the appropriate discipline is a 120-day suspension with automatic reinstatement. The Court, having considered the submissions of the parties, now approves the agreed discipline.

For Respondent's professional misconduct, the Court **suspends Respondent from the practice of law for a period of 120 days, beginning March 4, 2015.** Respondent shall not undertake any new legal matters between service of this order and the effective date of the suspension, and Respondent shall fulfill all the duties of a suspended attorney under Admission and Discipline Rule 23(26). At the conclusion of the period of suspension, provided there are no other suspensions then in effect, Respondent shall be automatically reinstated to the practice of law, subject to the conditions of Admission and Discipline Rule 23(4)(c).

The costs of this proceeding are assessed against Respondent. With the acceptance of this agreement, the hearing officer appointed in this case is discharged.

Done at Indianapolis, Indiana, on January 21, 2015.

/s/ Loretta H. Rush  
Chief Justice of Indiana

All Justices concur, except Dickson and David, JJ., who dissents, believing the penalty is insufficient for the offense.