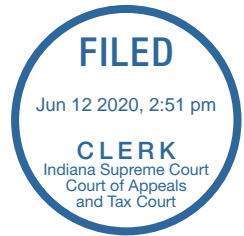


In the Indiana Supreme Court

In the Matter of: Patrick E. Chavis, IV,
Respondent

Supreme Court Case No.
18S-DI-491



Published Order Approving Statement of Circumstances and Conditional Agreement for Discipline

Pursuant to Indiana Admission and Discipline Rule 23(12.1)(b), 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: Count 1. Client 1 hired Respondent to represent him for the purpose of establishing that he owed no child support arrearage. The written fee agreement called for a \$750 “non-refundable” initial fee, described both as a “retainer” and a “flat fee,” with an hourly rate thereafter. The fee agreement also included hourly rates for “beginning associates,” “senior associates,” and “partners,” even though Respondent was a solo practitioner.

Respondent took no meaningful action on Client 1’s case, and Client 1 was unable to contact Respondent. During the Commission’s investigation of Client 1’s grievance, Respondent failed to claim certified mail sent to him by the Commission and failed to timely respond to the Commission’s demand for information, leading to the initiation of show cause proceedings. When Respondent eventually did respond, he could not provide any account of fees earned. Respondent made a full refund to Client 1 during the course of the disciplinary investigation.

Count 2. Client 2 hired Respondent in October 2017 to prepare estate planning documents for Client 2’s elderly mother. Client 2 told Respondent she needed the paperwork completed by Thanksgiving 2017. The written fee agreement called for a “flat fee” of \$2,500 that was “non-refundable,” with an hourly rate for any services not specifically covered.

Respondent did not complete the paperwork by Thanksgiving or at any point thereafter, and Client 2 was largely unable to contact Respondent. In March 2018 Client 2 demanded a refund from Respondent but received no reply. After Client 2 filed a grievance with the Commission, Respondent did not timely respond to an investigatory demand for information. When Respondent eventually did respond, he claimed without support that he had been unable to reach Client 2 and was unaware Client 2 had been trying to reach him. Respondent made a full refund to Client 2 during the course of the disciplinary investigation.

The parties agree Respondent's involvement in a contentious divorce was a factor contributing to his misconduct in this case, and Respondent has agreed to seek the assistance of the Judges and Lawyers Assistance Program (JLAP) to address his personal difficulties.

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

- 1.3: Failure to act with reasonable diligence and promptness.
- 1.4(a)(3): Failure to keep a client reasonably informed about the status of a matter.
- 1.4(a)(4): Failure to comply promptly with a client's reasonable requests for information.
- 1.5(a): Making an agreement for, charging, or collecting an unreasonable fee.
- 1.16(d): Failure to refund an unearned fee upon termination of representation.

The parties also agree Respondent violated Indiana Admission & Discipline Rule 23(23.1) by failing to claim notices sent by certified mail.

Discipline: The Court, having considered the submission of the parties, now approves the following agreed discipline.

For Respondent's professional misconduct, the Court **suspends Respondent from the practice of law for a period of 90 days, beginning on the date of this order, all stayed subject to completion of at least one year of probation with JLAP monitoring.** The Court incorporates by reference the terms and conditions of probation set forth in the parties' Conditional Agreement, which include among other things:

- (1) Respondent shall enter into a monitoring agreement with JLAP immediately upon issuance of this order;
- (2) JLAP shall report any violation of the monitoring agreement to the Commission;
- (3) Respondent shall have no violations of the Rules of Professional Conduct or commit any criminal act during his probation; and
- (4) If Respondent violates his probation, the stay of his suspension shall be vacated and his suspension shall be actively served without automatic reinstatement.

Notwithstanding the expiration of the minimum term of probation set forth above, Respondent's probation shall remain in effect until it is terminated pursuant to a petition to terminate probation filed under Admission and Discipline Rule 23(16).

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

Done at Indianapolis, Indiana, on 6/12/2020.



Loretta H. Rush
Chief Justice of Indiana

All Justices concur.