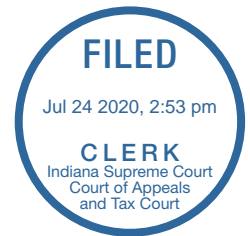


In the Indiana Supreme Court

In the Matter of: Andrew Homan,
Respondent

Supreme Court Case No.
19S-DI-318



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: Respondent was arrested for, and later pled guilty to, OWI. As a result of his refusal to comply with Indiana’s implied consent law at the time of his arrest, and later as a result of his conviction, Respondent’s license was suspended from May 2017 until July 2018. Respondent twice drove while his license was suspended. In addition, Respondent’s criminal probation was revoked after he was found in violation for consuming alcohol.

Separately, in December 2016 Respondent entered into an “of counsel” relationship with a Texas law firm, Eastman Meyler d/b/a WipeRecord, which marketed various “criminal record removal services” and similar services. Under this contractual relationship, Eastman Meyler would generate customer leads, enter into representation agreements, and provide all document preparation and processing, customer service, billing, and client management. Respondent was forbidden from negotiating representation agreements with clients and, in most instances, from communicating with clients at all. Further, Respondent was not expected to attend court hearings and had no control over whether or when a pleading was filed. Respondent’s contracted role was limited to reviewing and signing the documents drafted by Eastman Meyler.

Respondent accepted at least 251 cases from Eastman Meyler between December 2016 and June 2018. One of those involved two particular married “Clients” of Eastman Meyler nominally represented by Respondent. Clients sought an expungement of two criminal matters in Indiana and indicated their request for relief was time-sensitive due to an immigration matter. Clients paid the full contract price to Eastman Meyler. For the next year, Eastman Meyler personnel inadequately communicated with Clients and dragged their feet on performing the contracted-for work. One year after retaining Eastman Meyler, Clients still had not received

resolution to their matters. Respondent never communicated with Clients despite the fact he was their attorney of record.

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

- 1.3: Failing to act with reasonable diligence and promptness.
- 1.4(a)(2): Failing to reasonably consult with a client about the means by which the client's objectives are to be accomplished.
- 1.4(a)(3): Failing to keep a client reasonably informed about the status of a matter.
- 1.4(a)(4): Failing to comply promptly with a client's reasonable requests for information.
- 5.3(c): Ordering or ratifying the misconduct of nonlawyer assistants, or failing to take reasonable remedial action with respect to the misconduct of nonlawyer assistants under the lawyer's supervision.
- 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(b): Committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer.

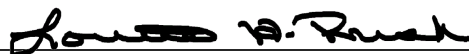
Discipline: The parties propose the appropriate discipline is a 90-day suspension with automatic reinstatement. The Court, having considered the submissions of the parties, now approves the agreed discipline.

For Respondent's professional misconduct, the Court **suspends Respondent from the practice of law for a period of 90 days, beginning September 4, 2020.** 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(18)(a).

The costs of this proceeding are assessed against Respondent. Pursuant to the parties' stipulation, the Court hereby orders Respondent to pay \$682.05 by check made payable to the Clerk of the Indiana Supreme Court and transmitted to the Roll of Attorneys Administrator in the Office of the Clerk of the Indiana Supreme Court. Upon receipt, the Clerk is directed to disburse those funds as follows: (1) \$57.05, payable to the Commission as reimbursement for investigative expenses incurred; (2) \$250.00, payable to the Clerk for court costs; and (3) \$375.00, payable to the Indiana Supreme Court as reimbursement for hearing officer expenses incurred.

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 7/24/2020.

A handwritten signature in black ink, appearing to read "Loretta H. Rush", written over a horizontal line.

Loretta H. Rush
Chief Justice of Indiana

All Justices concur, except Slaughter, J., who is not participating.