

In the Indiana Supreme Court

In the Matter of: Cody R. Williams,
Respondent

Supreme Court Case No.
19S-DI-465



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. Respondent overdrafted his trust account on multiple occasions, has mismanaged his trust account in several other respects, and has failed to maintain adequate financial records. Respondent did not fully comply with a subpoena duces tecum issued by the Commission, leading to the initiation of show cause proceedings and a suspension for noncooperation that eventually terminated when Respondent belatedly complied.

Count 2. “Client 2” retained Respondent in 2017 to pursue a Chapter 7 bankruptcy, emphasizing to Respondent that she wanted the bankruptcy taken care of prior to her planned wedding in September 2018. However, Client 2 had a prior bankruptcy that made her ineligible to file a new bankruptcy until November 2018. Respondent failed to perform any meaningful work on the matter, did not sufficiently address Client 2’s concerns during communications over the next several months, and failed to advise Client 2 she was ineligible to file a petition until November 2018. Respondent also falsely told Client 2 in November 2017 that he had contacted another attorney to assist at no extra cost with filing a bankruptcy petition. In May and June 2018, Respondent finally made arrangements for the other attorney to handle Client 2’s case but failed to provide the case materials to that attorney. After that attorney informed Client 2 of her ineligibility to file, Client 2 demanded a refund of the \$600 flat fee she had paid Respondent and the return of her documents, neither of which Respondent provided.

Count 3. “Client 3” hired Respondent in September 2018 to represent him in a criminal matter and paid Respondent \$2,000. Respondent did not respond to numerous attempts by the prosecutor’s office to schedule depositions of witnesses and failed to appear at two pretrial hearings. After Respondent’s second failure to appear, the trial court ordered that a bench warrant be issued for Respondent’s arrest and appointed a public defender for Client 3. Prior to execution of the warrant, Respondent appeared before the court, apologized for his failures, and

indicated he would withdraw his appearance and refund the money paid by Client 3. Respondent failed to do these things and was ordered to appear at a show cause hearing. Respondent then filed a motion to withdraw, which was granted; however, he did not refund unearned fees to Client 3.

Count 4. “Client 4” hired Respondent in February 2018 to petition for expungements of prior convictions and paid Respondent \$1,500. The fee agreement also required Client 4 to pay the filing fees, which Client 4 advised he would do after reviewing the final draft copies of the petitions. Respondent finally provided these to Client 4 in late August 2018, and Client 4 then submitted his credit card information to Respondent in order to pay the filing fees. Respondent never filed the petitions, but he repeatedly told Client 4 that the petitions had been filed. Respondent eventually ceased communicating with Client 4. After Client 4 filed a grievance, Respondent promised to refund unearned fees. However, no refund has been made.

Count 5. The family of “Client 5” hired Respondent in October 2018 to represent Client 5 in a criminal matter. Respondent never visited Client 5 in jail despite several requests by the family and despite repeated promises by Respondent that he would do so. Thereafter, Client 5’s family asked Respondent for a refund and asked the court to appoint Client 5 a public defender due to Respondent’s failures to communicate with Client 5. Respondent has not refunded unearned fees despite his admission that a refund is owed.

Violations: The parties agree that Respondent violated these rules prohibiting the following misconduct:

Ind. Professional Conduct Rules:

- 1.1: Failing to provide competent representation.
- 1.3: Failing to act with reasonable diligence and promptness.
- 1.4(a): Failing to keep a client reasonably informed about the status of a matter and respond promptly to reasonable requests for information.
- 1.15(a): Failing to hold property of a client separate from lawyer’s own property.
- 1.16(d): After the termination of representation, failing to protect a client’s interests, failing to refund an unearned fee, and failing promptly to return to a client case file materials to which the client is entitled.
- 8.1(a): Knowingly making a false statement of material fact to the Disciplinary Commission in connection with a disciplinary matter.
- 8.1(b): Knowingly failing to respond to a lawful demand for information from a disciplinary authority.
- 8.4(c): Engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation.
- 8.4(d): Engaging in conduct prejudicial to the administration of justice.

Ind. Admission and Discipline Rules:

- 23(29)(a)(1): Failing to keep a deposit and disbursement journal containing a record of deposits to and withdrawals from an attorney trust account.
- 23(29)(a)(2): Failing to keep sufficiently detailed client ledgers.
- 23(29)(a)(3): Failing to keep records or ledgers detailing the nominal amount of attorney funds held in a trust account.

23(29)(a)(6): Failing to keep records of electronic disbursements or transfers from a trust account.

23(29)(a)(7): Failing to keep reconciliation reports for a trust account.

23(29)(b): Inability to produce financial records by electronic, photographic, computer, or other media capable of being reduced to printed format.

23(29)(c)(2): Paying personal or business expenses directly from a trust account.

23(29)(c)(5): Making cash disbursements from a trust account.

23(29)(c)(6): Failing to keep records of electronic disbursements or transfers from a trust account.

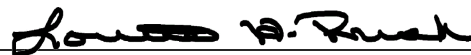
23(29)(c)(7): Failing to reconcile internal trust account records with periodic bank account statements.

Discipline: The parties propose the appropriate discipline is a 180-day suspension without 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 in this state for a period of not less than 180 days, without automatic reinstatement, effective immediately.** Respondent already is under an order of indefinite suspension for noncooperation in Case No. 19S-DI-455. At the conclusion of the minimum period of suspension, Respondent may petition this Court for reinstatement to the practice of law in this state, provided Respondent pays the costs of this proceeding, fulfills the duties of a suspended attorney, cures the causes of all suspensions then in effect, and satisfies the requirements for reinstatement of Admission and Discipline Rule 23(18). Any petition for reinstatement filed pursuant to Rule 23(18)(b) shall be accompanied by proof that full restitution has been made to the clients aggrieved in this matter and shall be subject to summary dismissal if such proof is lacking. Reinstatement is discretionary and requires clear and convincing evidence of the attorney's remorse, rehabilitation, and fitness to practice law.

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 7/9/2020.



Loretta H. Rush
Chief Justice of Indiana

All Justices concur.