

FILED



Nov. 28, 2017

Board of Disciplinary Appeals

No. 58471

Before the Board of Disciplinary Appeals
Appointed by
The Supreme Court of Texas

MARK L. HONSAKER,
APPELLANT,

v.

COMMISSION FOR LAWYER DISCIPLINE,
APPELLEE.

*On Appeal from the District 4 Grievance Committee
Evidentiary Panel 1
for the State Bar of Texas
No. 201406873*

BRIEF OF APPELLEE
COMMISSION FOR LAWYER DISCIPLINE

LINDA A. ACEVEDO
CHIEF DISCIPLINARY COUNSEL

CYNTHIA LEE BURTON
APPELLATE COUNSEL

LAURA BAYOUTH POPPS
DEPUTY COUNSEL FOR ADMINISTRATION

OFFICE OF THE CHIEF DISCIPLINARY
COUNSEL

COMMISSION FOR LAWYER DISCIPLINE
STATE BAR OF TEXAS
cynthia.burton@texasbar.com
P.O. BOX 12487
AUSTIN, TEXAS 78711-2487
512.427.1350; 1.877.953.5535
FAX: 512.427.4167

IDENTITY OF PARTIES AND COUNSEL

Pursuant to Rule 4.06(c)(1) of the Board's Internal Procedural Rules, the undersigned counsel of record certifies that the following listed persons and parties have an interest in the outcome of this case.

APPELLANT

MARK L. HONSAKER
mlhlaw@texas.net
Telephone: 346.772.5759

APPELLEE

COMMISSION FOR LAWYER DISCIPLINE
STATE BAR OF TEXAS
P.O. Box 12487
Austin, Texas 78711

COUNSEL FOR APPELLEE

LINDA A. ACEVEDO
Chief Disciplinary Counsel

LAURA BAYOUTH POPPS
Deputy Counsel for Administration

CYNTHIA LEE BURTON
Appellate Counsel
State Bar Card No. 24035455
Email: cynthia.burton@texasbar.com

State Bar of Texas
P.O. Box 12487
Austin, Texas 78711
Telephone: 512.427.1350; 1.877.953.5535
Fax: 512.427.4167

TABLE OF CONTENTS

	<u>PAGE</u>
IDENTITY OF PARTIES AND COUNSEL	i
INDEX OF AUTHORITIES.....	iv
STATEMENT OF THE CASE	vii
STATEMENT OF THE ISSUES	viii
I. Whether Honsaker failed to demonstrate the Panel acted in an unreasonable, arbitrary manner without reference to any guiding principles.	
II. Whether Honsaker failed to show that the grievance panel committed reversible error in overruling his motion for new trial by operation of law.	
III. Whether Honsaker failed to adequately brief his issues thereby waiving his arguments for appeal.	
STATEMENT OF FACTS.....	1
SUMMARY OF THE ARGUMENT	4
ARGUMENT	5
I. Honsaker failed to demonstrate the Panel acted in an unreasonable, arbitrary manner without reference to any guiding principles	5
A. BODA reviews a sanction imposed by an evidentiary panel under an abuse of discretion standard	5
B. The Panel did not abuse its discretion when it imposed disbarment because Honsaker improperly spent his client’s funds for his personal use, failed to respond to the grievance, and had another disciplinary sanction on his record.....	7

1.	Honsaker’s personal use of his client’s money constitutes grave misconduct	8
2.	Honsaker’s failure to respond to the grievance provides additional support for the Panel’s decision to disbar him	11
3.	Honsaker’s other disciplinary sanction also constitutes an additional reason for the Panel to disbar him	12
C.	The record supports the Panel’s calculation that Honsaker owes Complainant restitution of \$ 12,000.00.....	12
II.	Honsaker has not shown that the grievance panel committed reversible error in overruling his motion for new trial by operation of law	14
III.	Honsaker failed to brief his issues adequately thereby waiving his arguments for appeal.....	15
	CONCLUSION AND PRAYER	16
	CERTIFICATE OF COMPLIANCE	17
	CERTIFICATE OF SERVICE.....	17
	APPENDIX.....	19

INDEX OF AUTHORITIES

<u>CASES</u>	<u>PAGE</u>
<i>Ames v. Putz</i> , 495 S.W.2d 581 (Tex.Civ.App.—Eastland 1973, writ ref'd)	9
<i>Director v. Evans</i> , 889 S.W.2d 266 (Tex. 1994)	14
<i>Dolenz v. State Bar of Tex.</i> , 72 S.W.3d 385 (Tex.App.—Dallas 2001, no pet.)	16
<i>In re Molina, State Bar Card No. 14256500, Cause No. 35426</i> , 2006 WL 6242393, (Tex. Bd. Disp. App. March 31, 2006)	5, 6, 11
<i>Keck, Mahin & Cate v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.</i> , 20 S.W.3d 692 (Tex. 2000)	9
<i>Love v. State Bar of Tex.</i> , 982 S.W.2d 939 (Tex.App.—Houston [1 st Dist.] 1998, no pet.).....	7
<i>Meachum v. Comm'n for Lawyer Discipline</i> , 36 S.W.3d 612 (Tex.App.—Dallas 2000, pet. denied)	16
<i>McIntyre v. Comm'n for Lawyer Discipline</i> , 169 S.W.3d 803 (Tex.App.—Dallas 2005, pet. denied)	6
<i>Mortiz v. Preiss</i> , 121 S.W.3d 715 (Tex. 2003)	14, 15
<i>Neely v. Comm'n for Lawyer Discipline</i> , 196 S.W.3d 174 (Tex.App.—Houston [1 st dist.] 2006, pet. denied).....	12
<i>Rangel v. State Bar of Tex.</i> , 898 S.W.2d 1 (Tex.App.—San Antonio 1995, no writ).....	11
<i>Rosas v. Comm'n for Lawyer Discipline</i> , 335 S.W.3d 311 (Tex. App.—San Antonio 2010, no pet.)	9

<i>Santos v. Comm’n for Lawyer Discipline,</i> 140 S.W.3d 397 (Tex. App.—Houston [14 th D.] 2004, no pet.)	9-10
<i>Smith v. Comm’n for Lawyer Discipline,</i> 42 S.W.3d 362 (Tex.App.—Houston [14th Dist] 2001, no pet.)	15, 16
<i>Waffle House, Inc. v. Williams,</i> 313 S.W.3d 796 (Tex. 2010)	14, 15

<u>STATUTES AND RULES</u>	<u>PAGE</u>
Tex. R. App. P. 38.1(h)	15
Tex. R. Civ. P. 329(b)(a).....	14
Tex. Disciplinary Rules Prof’l Conduct, R. 1.08(a)	9
Tex. Disciplinary Rules Prof’l Conduct, R. 1.14.....	8
Tex. R. Disciplinary P., R. 1.06Y	7
Tex. R. Disciplinary P., R. 2.18	6, 11

No. 58471

Before the Board of Disciplinary Appeals
Appointed by
The Supreme Court of Texas

MARK L. HONSAKER,
APPELLANT,

v.

COMMISSION FOR LAWYER DISCIPLINE,
APPELLEE.

*On Appeal from the District 4 Grievance Committee
Evidentiary Panel 1 for the State Bar of Texas
No. 201406873*

**BRIEF OF APPELLEE
COMMISSION FOR LAWYER DISCIPLINE**

TO THE HONORABLE BOARD OF DISCIPLINARY APPEALS:

Appellee, the Commission for Lawyer Discipline (“Commission”), submits this brief in response to the brief filed by Appellant, Mark L. Honsaker (“Honsaker”). The Board of Disciplinary Appeals should affirm the Judgment of Disbarment by finding that the Panel did not abuse its discretion when it imposed disbarment because Honsaker improperly spent his client’s funds for his personal use, failed to respond to the grievance, and had another disciplinary sanction.

STATEMENT OF THE CASE

Type of Proceeding: Attorney Discipline

Petitioner/Appellee: The Commission for Lawyer Discipline

Respondent/Appellant: Mark L. Honsaker

Evidentiary Panel: 1, District 4

Judgment: Judgment of Disbarment requiring payment of restitution in the amount of \$ 12,000.00 plus attorneys' fees and direct expenses in the amount of \$ 2,675.00.

Violations Found (Texas Disciplinary Rules of

*Professional Conduct*¹): **TDRPC 1.14(a):** A lawyer shall hold funds and other property belonging in whole or in part to clients or third persons that are in a lawyer's possession in connection with a representation separate from the lawyer's own property in a separate account, designated as a "trust" or "escrow" account, maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person; and

TDRPC 1.14(b): Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive.

¹ Tex. Disciplinary R. Prof'l Conduct, R. 1.14(a) and (b) *reprinted in* Tex. Gov't Code, tit. 2, subtit. G, app. 1, Art. 10, § 9, Rule 1.14(a) and (b) (West, current with amendments through Mar. 22, 2016).

STATEMENT OF THE ISSUES

- I. **Whether Honsaker failed to demonstrate the Panel acted in an unreasonable, arbitrary manner without reference to any guiding principles.**
- II. **Whether Honsaker failed to show that the grievance panel committed reversible error in overruling his motion for new trial by operation of law.**
- III. **Whether Honsaker failed to adequately brief his issues thereby waiving his arguments for appeal.**

STATEMENT OF FACTS

Complainant, Janie Patteson (“Complainant”), obtained legal services from Bill De La Garza and Assoc., P.C. (“the Firm”) for representation in a divorce proceeding in October 2011. (RR 17:14-19:3) Her mother paid the \$ 7,500.00 retainer to the Firm for her. (RR 19:12) The Firm assigned Complainant’s divorce to Respondent, Mark L. Honsaker (“Honsaker”). (RR 19:5) He negotiated an Agreed Final Decree dated Aug. 16, 2012 which awarded Complainant \$ 32,000.00 paid by a check written to both Honsaker and Complainant. (RR 21: 16-18 and 22:3-5; App. 2) They both endorsed the check in Oct. 2012. (RR 22:22 to 23:5, App. 2) She admitted that she asked Honsaker to hold the money for her because she “needed that money to just stay in that IOLTA account” due to her personal situation. (RR 22:22 to 23:7; 65:21-25, App. 2)

When Honsaker left the Firm in April 2013, the Firm transferred Complainant’s file to Honsaker with her permission. (RR 24:22-25; Pet. Ex. 7, App. 2 and 3) After legal fee deductions and a \$ 6,000.00 payment to Complainant, neither disputes that a \$ 25,000.00 balance remained in the account as of April 2013. (RR 25:13 to 26:7; Pet. Ex. 7, App. 2 and 3)

Over time, Honsaker presented three statements to Complainant that he asked her to sign which were entered as Petitioner’s Exhibits 6, 7 and 8. (Pet. Ex. 6, 7 and 8; App. 3; hereinafter “Ex. 6,” “Ex. 7,” and “Ex. 8”) Complainant, however, did not

sign two out of the three statements he proffered to her, Ex. 6 and Ex. 8. (RR 27, Pet. Ex. 6 and 8; App. 2 and 3) Complainant signed only one of the three statements, Ex. 7. (RR 27:6-12; Pet. Ex. 7, App. 2 and 3) The Ex. 7 statement shows Honsaker deducted \$ 2,000.00 for additional attorneys' fees. (Pet. Ex. 7, App. 3) Complainant testified that she did not authorize these fees because he had not done any additional work for her. (RR 27:19 to 28:1; RR 65:3-18; App. 2) Ex. 7 also contains a provision drafted by Honsaker which states: "[I] am authorizing and instructing Mark Honsaker to continue to manage said funds on my behalf which he may utilize at his discretion *provided that all remaining funds are paid to me or my estate. . . .*" (Pet. Ex. 7, App. 3, emphasis added) Complainant testified that she felt pressured by Honsaker to sign Ex. 7. (RR 41:1-22; 44:23 to 45:1; 49:24-25; 58:25-59:8; App. 2) Complainant testified that she did not agree for Honsaker to borrow any of the funds. (RR 26:17 to 27:2; App. 2)

In June 2014, Honsaker presented Complainant with the third statement, Ex. 8, that she refused to sign. (RR 28:20 to 29:3; 29:18 to 30:6, Pet. Ex. 8, App. 2 and 3) According to Honsaker's statement, Ex. 8, he owed Complainant \$ 14,000.00 as of June 12, 2014. (Pet. Ex. 8, App. 3) Subsequently, June 18, 2014, Honsaker issued a \$ 4,000.00 check to Complainant. (Pet. Ex. 10) Honsaker argued he only owes \$ 10,000.00 to Complainant. (Appellant Brf. at 3, 6; RR 78:23-25; 79:4-5; 81:17-23; 116:23-117:2, App. 2)

Complainant claimed Honsaker owes her \$ 15,000.00. She explained that Honsaker made a \$ 2,000.00 payment in cash; a \$ 4,000.00 payment by check #553; and a \$ 5,000.00 payment on April 11, 2013 for total payments from Honsaker of \$ 11,000.00. (RR 28:2-28:17; 30:7 to 31:15; 55:2-21; 64:2-25; Pet. Ex. 9 and 10; App. 2 and 3) Since she received no further funds from Honsaker after the \$ 11,000.00, she testified Honsaker still owes her \$ 15,000.00. (RR 37:4-6; 62:20-22, App. 2)

Even though she asked Honsaker to pay her the remaining money she believed he owed her in April of 2014, she did not put the request in writing. She, instead, made at least ten phone calls or visits to obtain the balance of the funds from Honsaker. (RR 66:8-15 to 67:10-68:6, App. 2) Honsaker admitted he did not have the money in his trust account at the time Complainant asked for the balance. (RR 114:23 to 115:5; 115:25 to 117:2, App. 2) Complainant still has not received any additional payments. (Appellant's Brf. at p. 3, 6)

Honsaker admitted he owed Complainant \$ 10,000.00 and that he does not have the money. (Appellant Brf. at 3, 6; RR 78:23-25; 79:4-5; 81:17-23; 116:23-117:2, App. 2) He testified he told her that he had borrowed the \$ 10,000.00 as per their agreement, discussions, and signed documents. (RR 100:2-5; App. 2) He admitted he removed Complainant's money from the account "to keep [his] business afloat" and that he had "every intention of paying her back." (RR 85:5-11; App. 2)

The Panel entered a Judgment of Disbarment against Honsaker on September 19, 2016. (CR 226-231; RR 144-150; App. 1 and 2) The Panel found that Honsaker failed to keep his client's funds in a separate trust account and failed to deliver to his client the funds that she was entitled to receive. (CR 227; App. 1) As a result, the Panel concluded that Honsaker violated Rules 1.14(a) and (b) of the Texas Disciplinary Rules of Professional Conduct. (CR 227, App. 1) The Panel ordered Honsaker to pay restitution in the amount of Twelve Thousand (\$ 12,000.00) Dollars as well as attorneys' fees and direct expenses in the amount of Two Thousand Six Hundred Seventy-Five (\$ 2,675.00) Dollars as an ancillary sanction (CR 230, RR 145; App. 1 and 2).

Honsaker failed to respond to the grievance. (CR 55) Even though personally served and provided extensions, Honsaker failed to ever answer the discovery requests and waited until two days before a rescheduled hearing to file his answer. (RR 119:1-120:5; 120:15-121:5; App. 2) Honsaker belatedly filed a Motion for New Trial asserting newly discovered evidence, responded to by the Commission and overruled by operation of law. (CR 268-307). Honsaker filed his Notice of Appeal on Dec. 19, 2016. (CR 340)

SUMMARY OF THE ARGUMENT

In this appeal, Honsaker challenges the sanction of disbarment imposed by the Panel and the amount of restitution ordered. He does not dispute the Panel's

findings that he owes the complainant at least \$ 10,000.00. In order to succeed, Honsaker must show that the Panel abused its broad discretion in deciding to enter a Judgment of Disbarment. Honsaker cannot do so because the record amply supports the disbarment. Not only does the Judgment of Disbarment state that the Panel considered the appropriate factors in determining Honsaker's sanction, the record also amply supports the stern sanction. Honsaker committed serious misconduct by spending his client's money and by failing to make any effort to repay the money he owes her. This misconduct along with his other disciplinary sanction necessitates that the Board of Disciplinary Appeals affirm the Judgment of Disbarment in all respects.

ARGUMENT

- I. Honsaker failed to demonstrate the Panel acted in an unreasonable, arbitrary manner without reference to any guiding principles.**
 - A. BODA reviews a sanction imposed by an evidentiary panel under an abuse of discretion standard.**

The evidentiary record for this incident, Honsaker's testimony and admissions at the hearing, and Honsaker's other disciplinary sanction and administrative suspensions all support the disbarment of Honsaker. Like a trial court, an evidentiary panel has broad discretion to determine the appropriate sanction to impose in an attorney disciplinary matter. *In re Molina, State Bar Card No. 14256500*, Cause No. 35426, 2006 WL 6242393, at *3 (Tex. Bd. Disp. App. March

31, 2006). BODA may overturn an evidentiary panel's decision regarding an appropriate sanction only if respondent shows that the sanction is so light or so severe in relation to the respondent attorney's misconduct that it constitutes an abuse of discretion. *Id.* at 7 (citing *McIntyre v. Comm'n for Lawyer Discipline*, 169 S.W.3d 803, 807 (Tex.App.—Dallas 2005, pet. denied)). In imposing a sanction, an evidentiary panel abuses its discretion when it acts in a manner that is unreasonable, arbitrary, and without reference to any guiding principles. *Id.* The guiding principles upon which an evidentiary panel must base a sanction are set forth in Rule 2.18:

- (1) the nature and degree of the attorney's professional misconduct;
- (2) the seriousness of and circumstances surrounding the misconduct;
- (3) the loss or damage to clients;
- (4) the damage to the profession;
- (5) the assurance that those who seek legal services in the future will be insulated from the type of professional misconduct found;
- (6) the profit to the attorney;
- (7) the avoidance of repetition;
- (8) the deterrent effect on others;
- (9) the maintenance of respect for the legal profession;
- (10) the conduct of the attorney during the course of the disciplinary proceeding; and
- (11) the attorney's disciplinary history.

Tex. R. Disciplinary P., R. 2.18 *reprinted in* Tex. Gov't Code, tit. 2, subtit. G, app. A-1, Disc. Proc. 1.01-15.13 (West, Westlaw current with amendments through June 1, 2017) ("Rule 2.18"). An evidentiary panel must rely upon these factors in determining an appropriate sanction, which could include disbarment, resignation in

lieu of discipline, suspension, probation of suspension, interim suspension, and public or private reprimand, as well as restitution and the assessment of reasonable attorneys' fees and costs. Tex. R. Disciplinary P., R. 1.06Y. If an evidentiary panel applies the factors set forth in Rule 2.18 to assess a penalty that is not unreasonable and arbitrary, BODA should uphold the sanction even if it decides a different sanction might be more suitable. *See Love v. State Bar of Tex.*, 982 S.W.2d 939, 945 (Tex.App.—Houston [1st Dist.] 1998, no pet.) (stating that “the mere fact that a trial court may decide a matter differently than an appellate court does not demonstrate an abuse of discretion”). Here, the Panel did not rule in an unreasonable or arbitrary manner.

B. The Panel did not abuse its discretion when it imposed disbarment because Honsaker improperly spent his client's funds for his personal use, failed to respond to the grievance, and had another disciplinary sanction on his record.

In this case, the Panel properly considered the factors set forth in Rule 2.18. (CR 239; App. 1) Honsaker argues, however, that BODA should vacate the disbarment because he was “authorized to utilize the funds at his discretion and to manage, borrow, and invest said funds as he deemed appropriate” citing Ex. 6, 7, and 8. (Appellant's Br. at p. 3). The record does not support Honsaker's position on either point. The record, instead, provides abundant support for the Panel's decision to impose disbarment.

1. Honsaker's personal use of his client's money constitutes grave misconduct.

Honsaker committed serious misconduct by spending at least \$ 10,000.00 which belonged to his client for his personal use. (RR 78:23-25; 79:4-5; 81:17-23; 100:2-5; 116:23-117:2; Appellant Brf. at 3, 6; App. 2) As noted by Comment 1 to Rule 1.14 of the Texas Disciplinary Rules of Professional Conduct, "A lawyer should hold property of others with the care required of a professional fiduciary." In this case, Honsaker failed to maintain his client's funds in a manner consistent with his professional obligations and, as a result, the funds have been unavailable to his client for years.

BODA must reject Honsaker's claim that his client "authorized" him to "utilize the funds at his discretion and to manage, borrow, and invest said funds" as he argues in his brief. (Appellant's Brf. at p. 3) Ex. 7, signed by the Complainant, does contain a provision which states: "[I] am authorizing and instructing Mark Honsaker to continue to manage said funds on my behalf which he may utilize at his discretion *provided that all remaining funds are paid to me or my estate. . . .*" (Pet. Ex. 7, App. 3, emphasis added) Besides being improper, the provision is so ambiguous it does not reasonably inform Complainant that she stood to lose her money because he intended to spend it on himself.

Even if Ex. 7 could pass muster as some type of loan document or "authorization" for Honsaker to spend his client's money for his personal use, such

an agreement is a type of business transaction with a client that the Rules do not allow. Tex. Disciplinary Rules Prof'l Conduct R. 1.08(a), Conflict of Interest: Prohibited Transactions states that:

- (a) A lawyer shall not enter into a business transaction with a client unless:
 - (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed in a manner which can be reasonably understood by the client;
 - (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and
 - (3) the client consents in writing thereto.

“Contracts between attorneys and their clients negotiated during the existence of the attorney-client relationship are closely scrutinized. Because the relationship is fiduciary in nature, there is a presumption of unfairness or invalidity attaching to such contracts.” *Keck, Mahin & Cate v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, 20 S.W.3d 692, 699 (Tex. 2000) (citation omitted). Here, Honsaker had the burden to prove his and Complainant’s alleged transaction set forth in Ex.7 was fair and reasonable. *Rosas v. Comm’n for Lawyer Discipline*, 335 S.W.3d 311, 319 (Tex. App.—San Antonio 2010, no pet.) citing *Ames v. Putz*, 495 S.W.2d 581, 583 (Tex.Civ.App.—Eastland 1973, writ ref’d). The Panel was the sole judge of credibility and the weight to be given to his and Complainant’s testimony. *Santos v. Comm’n for Lawyer Discipline*, 140 S.W.3d 397, 405 (Tex. App.—Houston [14th

D.] 2004, no pet.). Honsaker failed to demonstrate credibly that Ex. 7 constituted a fair and reasonable contract with his client.

Importantly, the Complainant testified Honsaker pressured her into signing Ex. 7. (RR 41:1-22; 44:23 to 45:1; 49:24-25; 58:25-59:8; App. 2) Such pressure by an attorney on his client is the exact type of misconduct this Rule seeks to prohibit. Complainant testified that she did not agree for Honsaker to borrow any of the funds. (RR 26:17 to 27:2; App. 2) Further, she refused to sign two of the documents, Ex. 6 and Ex. 8. (App. 3) Honsaker simply did not and cannot demonstrate it was “fair and reasonable” to have his client “authorize” him to spend her funds on himself. Honsaker is asking BODA to approve overreaching conduct and oppression of his client’s rights. BODA should reject this argument in its entirety as the Panel did.

Since it is uncontested he spent at least \$ 10,000.00 of his client’s money and has made no effort whatsoever to repay any of it, even though employed, disbarment ensures Honsaker cannot perpetrate this type of misconduct on another innocent client or any other member of the public. The Evidentiary Panel’s sanctions of disbarment, restitution, as well as an assessment of attorneys’ fees and costs are neither unreasonable nor arbitrary. Rule 1.06Y allows for such sanctions. Honsaker has failed to demonstrate that the evidentiary panel abused its discretion or otherwise erred. The Panel reasonably concluded that, in the totality of the circumstances,

Honsaker's misconduct warranted disbarment. BODA, therefore, should affirm the Judgment of Disbarment in all respects.

2. Honsaker's failure to respond to the grievance provides additional support for the Panel's decision to disbar him.

Honsaker committed a serious infraction when he failed to respond to the grievance sent to him by the Chief Disciplinary Counsel's office. (CR 55, 91-95) "Clearly, acknowledgment by members of the Bar of the Bar's power to self-regulate is paramount to the Bar's accomplishing its purposes of protecting the public and maintaining the integrity of the profession." *Molina*, 2006 WL 6242393, at *5. A respondent attorney's failure to respond to a grievance is a sound basis for stern disciplinary action. *See, e.g., Rangel v. State Bar of Tex.*, 898 S.W.2d 1 (Tex.App.—San Antonio 1995, no writ) (finding disbarment appropriate where respondent attorney "flagrantly disregarded the entire grievance committee process" and that "outright refusal . . . to acknowledge the power of the bar to regulate its members, with no justifying circumstances, was serious misconduct").

Nor did he answer until after the Commission filed a motion for default judgment against him. Honsaker's disregard of the rules governing the grievance process, standing alone, warrants a substantial sanction. *See Tex. R. Disciplinary P., R. 2.18J* (identifying the conduct of the respondent during the course of the disciplinary proceeding as a factor to consider in assessing sanctions). Honsaker

failed to respond to the grievance and made other late filings during the pendency of the case. These factors taken together also justify a serious sanction.

3. Honsaker's other disciplinary sanction also constitutes an additional reason for the Panel to disbar him.

In this case, both a disciplinary sanction and administrative suspensions have been imposed on Honsaker. (Pet. Ex. 12 and 13; App. 4) He received a fully probated six month suspension imposed on Feb. 11, 2015 for violation of Rule 8.04(a)(3) (a lawyer shall not engage in conduct involving misrepresentation). (Pet. Ex. 13; App. 4) He also received two administrative suspensions for failure to pay dues and complete Continuing Legal Education. (Pet. Ex. 12; App. 4) In light of his grave misconduct in spending his client's funds and his prior disciplinary suspension in 2015, a severe sanction is necessary to deter others from similar misconduct. *Neely v. Comm'n for Lawyer Discipline*, 196 S.W.3d 174, 188 (Tex.App.—Houston [1st dist.] 2006, pet. denied). Honsaker's prior disciplinary suspension, therefore, also weighs in favor of the stern sanction of disbarment.

C. The record supports the Panel's calculation that Honsaker owes Complainant restitution of \$ 12,000.00.

Honsaker argues he actually owes only \$ 10,000.00 in restitution to Complainant rather than the \$ 12,000.00 ordered in the Judgment. (Appellant Brf. at 3) The below chart demonstrates the Panel had sufficient evidentiary basis for calculating that Honsaker owes Complainant \$ 12,000.00:

Date of Transaction	Source of payments	Complainant Calculation	Honsaker Calculation
October 2012 (uncontested)	Divorce Settlement less initial payment & fees	\$ 32,000.00 (6,000.00) (1,000.00)	\$ 32,000.00 (6,000.00) (1,000.00)
Undisputed Bal. as of 04/11/2013	Ex. 6 (not signed) RR 26:5-6	\$ 25,000.00	\$ 25,000.00
04/09/2014	Ex. 7 (signed) Check #551	Disputed fees (5,000.00)	(2,000.00) fees (5,000.00)
06/12/2014	Ex. 8 (not signed) Cash deposit (Ex. 9) Check #552	(2,000.00) (-0-)	(2,000.00) (3,000.00)
06/18/2014	Ex. 10, Chk. #553	(4,000.00)	(4,000.00)
Total of Amounts Paid	See above	(11,000.00)	(13,000.00)
Balance Due		\$ 14,000.00	\$ 12,000.00

The statement on Ex. 8 prepared by Honsaker shows a payment of \$ 3,000.00. Both Honsaker and Complainant testified, however, that he brought the wrong checkbook. (RR 30:15-17; 48:10-23; 61:7-62:10) For this reason, the above chart shows the alleged \$ 3,000.00 payment as stricken. Honsaker provided no canceled check or bank statement to prove up this alleged payment. Nor did complainant have a record of a deposit for this amount. (Pet. Ex. 9) As this chart demonstrates, the Panel reasonably concluded that Honsaker owes the Complainant \$ 12,000.00 rather than \$ 10,000.00. BODA, therefore, should affirm the Panel's restitution order of \$ 12,000.00.

II. Honsaker has not shown that the grievance panel committed reversible error in overruling his motion for new trial by operation of law.

Honsaker seems to re-urge his untimely Motion for New Trial filed Oct. 24, 2016 after the Panel entered its Judgment of Disbarment on Sept. 19, 2016. (Appellant Brf. at 4; CR 226-231; 255-267) An untimely motion for new trial does not preserve issues for appeal. Tex. R. Civ. P. 329(b)(a); *Mortiz v. Preiss*, 121 S.W.3d 715, 720 (Tex. 2003). BODA has no obligation, therefore, to re-consider the issues raised in Honsaker's motion. *Id.*

Even though untimely, assuming *arguendo* that BODA does re-consider Honsaker's motion, an appeals court reviews a trial court's ruling on a motion for new trial under an abuse of discretion standard. *Director v. Evans*, 889 S.W.2d 266, 268 (Tex. 1994). In seeking a new trial based on newly discovered evidence, as Honsaker urges here, the movant must show that the movant discovered admissible and competent evidence after the trial. *Waffle House, Inc. v. Williams*, 313 S.W.3d 796, 813 (Tex. 2010). The movant also must show that late discovery of the new evidence was not due to lack of diligence. *Id.* The newly discovered evidence cannot merely be cumulative of other evidence. *Id.* The movant also must show that the evidence is so material that it would probably produce a different result at a new trial. *Id.* Honsaker's Motion for New Trial meets none of these requirements.

Honsaker failed to provide specificity as to the identity of his new witnesses, what their anticipated testimony would be, and why he was unable, with due

diligence, to “discover” these witnesses prior to trial. (CR 255-267; *also see* 279-307) Nor does he show how it could change the outcome when he admitted he spent his client’s money and cannot pay it back. Honsaker’s failure to prepare for his case in chief does not give him grounds for a new trial.

Honsaker does not deny that he spent at least \$ 10,000.00 belonging to the Complainant for his own, personal needs rather than holding them in trust, in violation of TDRPC 1.14 (a) and 1.14 (b). (CR 226-232; RR 78:23-25; 79:4-5; 81:17-23; 100:2-5; 116:23-117:2; Appellant Brf. at 3, 6; App. 1 and 2) Under these circumstances, the Panel did not abuse its discretion when it allowed his untimely and deficient motion to be overruled by operation of law. *Mortiz*, 121 S.W.3d at 720; *Waffle House*, 313 S.W. 3d at 813. BODA, therefore, should overrule Honsaker’s request for reconsideration of his motion for a new trial.

III. Honsaker failed to brief his issues adequately thereby waiving his arguments for appeal.

Honsaker’s brief is inadequate to present error on any issue. *See* Tex. R. App. P. 38.1(h) (requiring that appellate brief “contain a clear and concise argument for the contentions made, with appropriate citations to authorities and to the record”); *Smith v. Comm’n for Lawyer Discipline*, 42 S.W.3d 362, 364 (Tex.App.—Houston [14th Dist] 2001, no pet.) (affirming judgment because appellant presented “nothing” for review in that he failed to specify how evidence did not support judgment and failed to provide legal authority, argument, or evidence demonstrating

how trial court erred as a matter of law). By failing to brief his issues adequately with legal support and citation to the record, Honsaker has waived his issues for appeal. *Smith*, 42 S.W.3d at 364; *Dolenz v. State Bar of Tex.*, 72 S.W.3d 385, 388 (Tex.App.—Dallas 2001, no pet.); *Meachum v. Comm’n for Lawyer Discipline*, 36 S.W.3d 612, 616 (Tex.App.—Dallas 2000, pet. denied).

CONCLUSION AND PRAYER

Honsaker does not deny committing the grave misconduct of spending his client’s money on himself. In light of this grave misconduct, the Panel did not impose the sanctions of disbarment and restitution in an unreasonable and arbitrary manner. The Panel did not commit reversible error. Appellee, the Commission for Lawyer Discipline, therefore, prays that the Board of Disciplinary Appeals affirm the Judgment of Disbarment issued by the District 4-1 Evidentiary Panel of the State Bar of Texas in all respects.

Respectfully submitted,

LINDA A. ACEVEDO
CHIEF DISCIPLINARY COUNSEL

LAURA BAYOUTH POPPS
DEPUTY COUNSEL FOR ADMINISTRATION

CYNTHIA LEE BURTON
APPELLATE COUNSEL

OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
COMMISSION FOR LAWYER DISCIPLINE
STATE BAR OF TEXAS

P.O. Box 12487
AUSTIN, TEXAS 78711-2487
cynthia.burton@texasbar.com
512.427.1350; 1.877.953.5535
FAX: 512.427.4167

/s/ Cynthia Lee Burton
CYNTHIA LEE BURTON
STATE BAR CARD NO. 24035455
ATTORNEY FOR APPELLEE

CERTIFICATE OF COMPLIANCE

Pursuant to the Texas Rules of Appellate Procedure 9.4(i), the foregoing Appellee's brief on the merits contains approximately 3,842 words (total for all sections of brief that are required to be counted), which is less than the total words permitted by Rule 9.4(i). Counsel relies on the word count of the computer program used to prepare this brief.

/s/ Cynthia Lee Burton
CYNTHIA LEE BURTON

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing Brief of Appellee, the Commission for Lawyer Discipline has been served on Mark L. Honsaker, by email to mlhlaw@texas.net on the 28th day of November 2017.

/s/ Cynthia Lee Burton
CYNTHIA LEE BURTON
APPELLATE COUNSEL
STATE BAR OF TEXAS

No. 58471

Before the Board of Disciplinary Appeals
Appointed by
The Supreme Court of Texas

MARK L. HONSAKER,
APPELLANT,

v.

COMMISSION FOR LAWYER DISCIPLINE,
APPELLEE.

*On Appeal from the District 4 Grievance Committee
Evidentiary Panel 1
for the State Bar of Texas
No. 201406873*

APPENDIX TO BRIEF OF APPELLEE
COMMISSION FOR LAWYER DISCIPLINE

RESPECTFULLY SUBMITTED,

LINDA A. ACEVEDO
CHIEF DISCIPLINARY COUNSEL

LAURA BAYOUTH POPPS
DEPUTY COUNSEL FOR
ADMINISTRATION

CYNTHIA LEE BURTON
APPELLATE COUNSEL

OFFICE OF THE CHIEF DISCIPLINARY
COUNSEL
COMMISSION FOR LAWYER DISCIPLINE
STATE BAR OF TEXAS
P.O. Box 12487
AUSTIN, TEXAS 78711-2487
cynthia.burton@texasbar.com
512.427.1350; 1.877.953.5535
FAX: 512.427.4167

No. 58471

Before the Board of Disciplinary Appeals
Appointed by
The Supreme Court of Texas

MARK L. HONSAKER,
APPELLANT,

v.

COMMISSION FOR LAWYER DISCIPLINE,
APPELLEE.

*On Appeal from the District 4 Grievance Committee
Evidentiary Panel 1
for the State Bar of Texas
No. 201406873*

APPENDIX TO BRIEF OF APPELLEE
COMMISSION FOR LAWYER DISCIPLINE

TO THE HONORABLE BOARD OF DISCIPLINARY APPEALS:

Appellee, the Commission for Lawyer Discipline, a committee of the State Bar of Texas, submits these relevant record excerpts in support of its Brief:

APPENDIX 1: Judgment of Disbarment (CR 226-231)

APPENDIX 2: Select pages from Reporter's Record taken September 15, 2016

APPENDIX 3: Petitioner's Exhibits 6, 7 and 8

APPENDIX 4: Petitioner's Exhibits 12 and 13

Appendix 1

**BEFORE THE EVIDENTIARY PANEL OF THE
STATE BAR DISTRICT NO. 4-1 GRIEVANCE COMMITTEE**

COMMISSION FOR LAWYER DISCIPLINE,	§	201406873 [JANIE PATTESON]
Petitioner,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
MARK L. HONSAKER,	§	
Respondent.	§	

JUDGMENT OF DISBARMENT

Parties and Appearance

On September 15, 2016, came to be heard the above-styled and numbered cause. Petitioner, the COMMISSION FOR LAWYER DISCIPLINE, appeared by and through its attorney of record, Shannon Breaux Saucedo, Assistant Disciplinary Counsel, and announced ready. Respondent, MARK L. HONSAKER (hereinafter referred to as "Respondent"), Texas Bar Number 00795425, appeared in person and announced ready.

Jurisdiction and Venue

The Evidentiary Panel 4-1, having been duly appointed to hear this complaint by the chair of the Grievance Committee for STATE BAR OF TEXAS District 4, finds that it has jurisdiction over the parties and the subject matter of this action and that venue is proper.

Professional Misconduct

The Evidentiary Panel, having considered all of the pleadings, evidence, stipulations and argument, finds Respondent has committed Professional Misconduct as defined by Rule 1.06(W) of the TEXAS RULES OF DISCIPLINARY PROCEDURE.

Findings of Fact

The Evidentiary Panel, having considered the pleadings, evidence and argument of counsel, makes the following findings of fact and conclusions of law:

1. Respondent is an attorney licensed to practice law in Texas and is a member of the STATE BAR OF TEXAS.
2. At the time of the institution of this suit, Respondent was a resident of Harris County, Texas.
3. Respondent failed to keep Janie Patterson's funds in a separate trust account.
4. Respondent failed to promptly deliver to Janie Pateson funds that she was entitled to receive.
5. Respondent owes restitution in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) payable to Janie Pateson.
6. The Chief Disciplinary Counsel of the STATE BAR OF TEXAS has incurred reasonable attorneys' fees and direct expenses associated with this Disciplinary Proceeding in the amount of Two Thousand Six Hundred Seventy-Five and No/100 Dollars (\$2,675.00).

Conclusions of Law

The Evidentiary Panel concludes that, based on foregoing findings of fact, the following TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT have been violated: 1.14(a) [a lawyer shall hold funds and other property belonging in whole or in part to clients or third persons that are in a lawyer's possession in connection with a representation separate from the lawyer's own property in a separate account, designated as a "trust" or "escrow" account, maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person]; and 1.14(b) [upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive].

Sanction

The Evidentiary Panel, having found Respondent has committed Professional Misconduct, heard and considered additional evidence regarding the appropriate sanction to be imposed against Respondent. After hearing all evidence and argument and after having considered the factors in Rule 2.18 of the TEXAS RULE OF DISCIPLINARY PROCEDURE, the Evidentiary Panel finds that proper discipline of the Respondent for each act of Professional Misconduct is **DISBARMENT**.

Disbarment

It is therefore **ORDERED, ADJUDGED and DECREED** that effective September 16, 2016, Respondent, **MARK L. HONSAKER**, State Bar Number 00795425, is hereby **DISBARRED** from the practice of law in the State of Texas.

It is further **ORDERED** Respondent is prohibited from practicing law in Texas, holding himself out as an attorney at law, performing any legal services for others, accepting any fee directly or indirectly for legal services, appearing as counsel or in any representative capacity in any proceeding in any Texas court or before any administrative body or holding himself out to others or using his name, in any manner, in conjunction with the words "attorney at law," "attorney," "counselor at law," or "lawyer."

Notification

It is further **ORDERED** Respondent shall immediately notify each of his current clients in writing of this disbarment. In addition to such notification, Respondent is **ORDERED** to return any files, papers, unearned monies and other property belonging to clients and former clients in the Respondent's possession to the respective clients or former clients or to another attorney at the client's or former client's request. Respondent is further **ORDERED** to file with the STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414

Colorado St., Austin, Texas 78701) within thirty (30) days of the signing of this *Judgment* by the Panel Chair, an affidavit stating that all current clients have been notified of Respondent's disbarment and that all files, papers, monies and other property belonging to all clients and former clients have been returned as ordered herein.

It is further **ORDERED** Respondent shall, on or before thirty (30) days from the signing of this *Judgment* by the Panel Chair, notify in writing each and every justice of the peace, judge, magistrate, administrative judge or officer and chief justice of each and every court or tribunal in which Respondent has any matter pending of the terms of this *Judgment*, the style and cause number of the pending matter(s), and the name, address and telephone number of the client(s) Respondent is representing. Respondent is further **ORDERED** to file with the STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414 Colorado St., Austin, Texas 78701), within thirty (30) days of the signing of this *Judgment* by the Panel Chair, an affidavit stating that each and every justice of the peace, judge, magistrate, administrative judge or officer and chief justice has received written notice of the terms of this *Judgment*.

Surrender of License

It is further **ORDERED** Respondent shall, within thirty (30) days of the signing of this *Judgment* by the Panel Chair, surrender his law license and permanent State Bar Card to the STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414 Colorado St., Austin, Texas 78701), to be forwarded to the SUPREME COURT OF TEXAS.

Restitution, Attorneys' Fees and Expenses

It is further **ORDERED** Respondent shall pay restitution on or before thirty (30) days of the signing of this *Judgment*, to Janie Patteson in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00). Respondent shall pay the restitution by certified or cashier's check or money order

made payable to Janic Patteson and delivered to the STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414 Colorado St., Austin, Texas 78701).

It is further **ORDERED** Respondent shall pay all reasonable and necessary attorneys' fees and direct expenses to the STATE BAR OF TEXAS in the amount of Two Thousand Six Hundred Seventy-Five and No/100 Dollars (\$2,675.00). The payment shall be due and payable on or before thirty (30) days of the signing of this *Judgment*, and shall be made by certified or cashier's check or money order. Respondent shall forward the funds, made payable to the STATE BAR OF TEXAS, to the STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414 Colorado St., Austin, Texas 78701).

It is further **ORDERED** that all amounts ordered herein are due to the misconduct of Respondent and are assessed as a part of the sanction in accordance with Rule 1.06(Z) of the TEXAS RULES OF DISCIPLINARY PROCEDURE. Any amount not paid shall accrue interest at the maximum legal rate per annum until paid and the STATE BAR OF TEXAS shall have all writs and other post-judgment remedies against Respondent in order to collect all unpaid amounts.

Publication

It is further **ORDERED** this disbarment shall be made a matter of record and appropriately published in accordance with the TEXAS RULES OF DISCIPLINARY PROCEDURE.

Conditions Precedent to Reinstatement

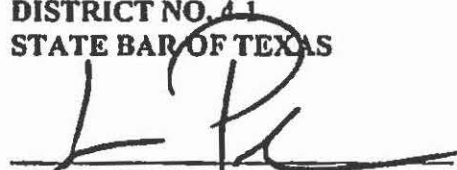
It is further **ORDERED** payment of the foregoing restitution and attorneys' fees and expenses amounts shall be a condition precedent to any consideration of reinstatement from disbarment as provided by Rules 2.19, 2.20 and 11.02(D) of the TEXAS RULES OF DISCIPLINARY PROCEDURE.

Other Relief

All requested relief not expressly granted herein is expressly DENIED.

SIGNED this 19th day of September, 2016.

EVIDENTIARY PANEL
DISTRICT NO. 4-1
STATE BAR OF TEXAS


JOE N. PERDUE
District 4-1 Presiding Member

Appendix 2

In the Matter Of:

COMMISSION FOR LAWYER DISCIPLINE vs HONSAKER

201406873

HEARING

September 15, 2016

Confidential



ESQUIRE
DEPOSITION SOLUTIONS

800.211.DEPO (3376)
EsquireSolutions.com

1 Patteson, please.

2 (9:49 a.m.)

3 JANIE PATTESON,

4 having been first duly sworn, testified as follows:

5 EXAMINATION

6 BY MS. SAUCEDA:

7 Q. Can you state your full name for the record,
8 Ms. Patteson?

9 A. Janie Enola Landry Patteson.

10 Q. Okay. Where are you current residing?

11 A. 260 El Dorado Boulevard, Unit 910, Webster, Texas.

12 Q. You know Mr. Honsaker, correct?

13 A. Yes.

14 Q. Okay. How did you come to know Mr. Honsaker?

15 A. I hired him to do my divorce from Rocky.

16 Q. Okay. And do you know about when that was?

17 A. It was October of 2011.

18 Q. Okay. If I can have you grab the notebook on the
19 corner next to the court reporter. Thank you. Can you look at
20 what's behind Tab 1? This has been admitted as Petitioner's
21 Exhibit 1. This is the original petition for divorce that
22 Mr. Honsaker filed on your behalf, correct?

23 A. Yes, ma'am.

24 Q. Okay. And it was filed around November 30th of 2011,
25 correct?

1 A. Yes, ma'am.

2 Q. All right.

3 A. My name is not spelled right in it.

4 Q. Okay. Look at the back page, the very last page of
5 that document. Okay. Do you recognize that to be
6 Mr. Honsaker's signature?

7 A. Yes.

8 Q. Okay. Above his signature, it lists that he is with
9 the Bill De La Garza & Associates law firm. Was it your
10 understanding that he was with a law firm at the time?

11 A. Yes, he was.

12 Q. Okay. So, how did it go about that you hired the
13 Bill De La Garza law firm?

14 A. In July of 2010, I left Texas with nothing but the
15 clothes on my back. I went to Colorado where my mom is. I
16 learned while there that Colorado law doesn't have any
17 jurisdiction over Texas property. Rocky had sent me a -- an
18 appraisal. I was aware that there was equity in the property.
19 It was worth coming back to Texas to do the divorce because, in
20 Colorado, it just would have been a divorce but no property
21 settlement.

22 And, so, I came back to Texas to file for the
23 divorce, and I came to the Clear Lake area because I had some
24 family in that area and I called and made an appointment and
25 met with Mark and he agreed to do the divorce for \$7500.

1 Q. Okay. And that was while he was with the De La Garza
2 firm, correct?

3 A. Yes, ma'am.

4 Q. Okay. And so --

5 A. The check was made out to -- Mama paid them directly.

6 Q. Okay. So, your mother paid in advance fee payment
7 for attorney's fees --

8 A. Yes.

9 Q. -- to the firm?

10 A. Yes.

11 Q. Do you know about how much that was?

12 A. \$7500.

13 Q. Okay.

14 A. He wanted payment in full.

15 Q. Okay. And, so, the firm let Mr. Honsaker represent
16 you in the matter, correct?

17 A. Yes.

18 Q. Okay. Then looking at what's behind Tab 2, do you
19 recognize that document?

20 A. Yes. This is after the mediation, yes.

21 Q. Okay. This is a billing statement from Bill De La
22 Garza & Associates, correct?

23 A. Yes.

24 Q. Okay. Dated June 30th of 2012?

25 A. Yes.

1 MR. PERDUE: Oh.
2 (Sotto voce discussion.)
3 MS. SAUCEDA: I'm sorry.
4 MR. PERDUE: One through five?
5 MS. SAUCEDA: Three was admitted. You're right.
6 MR. ADROGUE: Three was.
7 MR. PERDUE: Two through five? So, three,
8 four --
9 MS. SAUCEDA: Two, four, and five.
10 MR. PERDUE: Four and five are so admitted.
11 MS. SAUCEDA: Okay.
12 Q. (BY MS. SAUCEDA) All right. So, you were being
13 billed by De La Garza while Mr. Honsaker, an associate of the
14 firm, was working on your case, correct?
15 A. Yes.
16 Q. Okay. And then we see in Exhibit 3 that your agreed
17 final decree was entered on August 16th, 2012, correct?
18 A. Yes.
19 Q. Okay. Now, you mentioned -- or, actually,
20 Mr. Honsaker mentioned a 32,000-dollar payment that -- that
21 your -- your ex-spouse was supposed to be paying to you
22 regarding the marital residence. Take a look at Page 8 of
23 Exhibit 3 for me.
24 A. I'm there.
25 Q. Okay. In the middle of the page, it starts to say

1 that Rocky Shawn Hodgdon is ordered to deliver.

2 A. Yes.

3 Q. And then under number two, it says "a cashier's check
4 made payable to Janie Enola Patteson and her attorney of
5 record, Mark Honsaker, in the amount of 32,000."

6 Did Mr. Honsaker tell you why he was -- he was
7 asking the court to have the check made in his name as well?

8 A. I don't know. All I know is that at that point, I
9 needed that money to just stay in that IOLTA account.

10 Q. Now, before the decree, De La Garza's -- by De La
11 Garza's invoices, and after decree, in Exhibit 4 and 5, De La
12 Garza was telling you that you owed them about \$627, correct?

13 A. Correct.

14 Q. Okay. Did you have a separate contract or agreement
15 with Mr. Honsaker?

16 A. No.

17 Q. Okay. What happened after the decree was entered?

18 A. What do you mean, what happened?

19 Q. Did you receive the funds --

20 A. No.

21 Q. -- in July, as expected?

22 A. No. I was -- I was told that I would have the funds
23 by the end of July of 2012, and it was sometime in October when
24 Mark finally called me and told me that he had the check. I
25 went to De La Garza's office. Tracy brought the check out,

1 laid it on the table upside down, asked me to endorse the -- at
2 this point, I'm still trusting them and I'm -- I was just glad
3 it was finally there. I wasn't even real sure why it had taken
4 so long. It was something about a re -- I don't know. Mark
5 supposedly had talked to his attorney. I don't know.

6 Then -- so, I -- I -- I just told him that I
7 needed him to keep that money in the IOLTA account. I was
8 staying at Super 8 at the time. I had to go back to MD
9 Anderson. My Social Security disability income wouldn't pull a
10 third for me to just rent an apartment without a co-signer. I
11 didn't want to do that until things settled down with my
12 health, so that was -- so, I just -- I -- leave it there.

13 And then I was -- I was going to Bay Area
14 Turning Point for domestic violence counseling and I found out
15 Solano was right there and I was able to -- Mama co-signed and
16 I moved in there, and so -- I didn't have anything, so I went
17 to Mark and I -- the first amount, you know, to start for
18 furniture and stuff.

19 And then he -- at the -- in -- in -- whenever
20 the check got there, at some point I had a conversation with
21 him in his office at Bill De La Garza's -- you know, he told me
22 that that was fine, he could leave that money in that IOLTA
23 account, but he wasn't a bank, so don't just be coming and
24 getting it whenever -- you know, at my whim or whatever.

25 And -- and, so, then -- so, in April of 2013,

1 I -- I knew there was 25,000 left and --

2 Q. Okay. Let's -- let's stop there --

3 A. Okay.

4 Q. -- because I want you to look at what's been marked
5 as Exhibit 6.

6 A. Okay.

7 Q. Okay. Did Mr. Honsaker give you this settlement
8 sheet at some point?

9 A. Yes, because I remember he didn't spell out Colton's
10 and Levi's names.

11 Q. Okay.

12 A. He just initialled them.

13 Q. And it says in the body of the letter, "This 11th day
14 of April, 2013." Would that be on or around the date he
15 presented it to you?

16 A. I believe so, yes.

17 Q. Okay. So, it doesn't have the De La Garza letterhead
18 at this -- on this document. Do you know whether he was still
19 there at that time?

20 A. I thought he was.

21 Q. Okay.

22 A. At some point, I got contacted by them that he was no
23 longer going to be there and what did they want me to do with
24 my stuff, and I just said send it with Mark because the
25 money -- I mean, I just -- I trusted him.

1 Q. Okay. So, looking at that -- well, first of all,
2 we'd like to admit Exhibit 6.

3 MR. PERDUE: Any objection?

4 MR. HONSAKER: I have no objection.

5 MR. PERDUE: It's so admitted.

6 Q. (BY MS. SAUCEDA) Okay. So, looking at that, 32,000
7 was the amount of the -- the payment from your -- your spouse,
8 correct?

9 A. Yes.

10 Q. \$363.19, it says, fees payable to Mark Honsaker. Had
11 you actually agreed to pay Mr. Honsaker any extra fees?

12 A. No.

13 Q. Okay. Less payments made to Pattie -- Janie Patteson
14 since divorce, \$6,000. Now, is this the initial payment that
15 you said you received?

16 A. I thought it was two and then -- I don't know, but I
17 knew -- I knew that the balance in there was 25,000 in April of
18 2013.

19 Q. Okay. So, you think you probably did receive around
20 \$6,000 by that time?

21 A. Yes.

22 Q. Okay. Then it says 636.81 taken out for fees to Bill
23 De La Garza. And that's just a little bit more than what was
24 on their invoice, correct?

25 A. Yes.

1 Q. And you didn't dispute that.

2 A. No.

3 Q. Okay. Do you know whether he paid it?

4 A. No, I do not.

5 Q. Okay. So, at this point, he's saying there's a
6 remaining balance of 25,000.

7 A. Yes.

8 Q. In this it says that you're instructing Mr. Honsaker
9 to hold the remaining balance of 25,000 in his possession and
10 which he may utilize at his discretion provided all funds are
11 paid to me or my estate as instructed herein. In this regard,
12 Honsaker is instructed to utilize what funds are necessary for
13 my benefit and to provide for me in the event of my incapacity.

14 What did you believe that to mean?

15 A. That if I died, he would make sure Colton and Levi
16 got it.

17 Q. Okay. What about the first part, that he was going
18 to hold the remaining funds to utilize at his discretion?

19 A. I didn't really -- I -- I don't really know.

20 Q. Okay. Did he ever explain to you that he was going
21 to use the funds for anything other than --

22 A. No. He never --

23 Q. -- payment to you or for you?

24 A. No.

25 Q. Did you ever agree for him to be able to borrow the

1 funds --

2 A. No.

3 Q. -- or use the funds? Okay. Now, this version isn't
4 signed. Do you know why?

5 A. No.

6 Q. Okay. Look at the next document, Exhibit 7. This is
7 another statement that Mr. Honsaker gave you; is that correct?

8 A. Yes.

9 Q. And in it -- in the body of the letter, he's saying
10 on the 9th day of April, 2014. Would that have been around the
11 time that he gave it to you, about a year later?

12 A. Yes.

13 Q. Okay.

14 MS. SAUCEDA: Petitioner seeks to admit Exhibit
15 7.

16 MR. PERDUE: Any objection?

17 MR. HONSAKER: No objection.

18 MR. PERDUE: It's so admitted.

19 Q. (BY MS. SAUCEDA) Okay. At this time, Mr. Honsaker
20 has two separate lines taken out, each for a thousand dollars
21 fee to him. Again, had you made any separate agreement with
22 him for him --

23 A. No.

24 Q. -- to receive attorney's fees? Did he show you any
25 work that he had performed for you or that you had authorized?

1 A. No.

2 Q. And in addition to the 6,000-dollar initial payment
3 you -- you mention -- you testified to earlier, there is less a
4 5,000-dollar payment since -- another 5,000-dollar payment.
5 Did you receive that?

6 A. I don't know. This is when -- it was in -- April of
7 2013 is whenever I went to him and I asked him for 5,000.

8 Q. Okay.

9 A. And that was when I was aware that there was
10 something wrong and he began all the stuff.

11 Q. Okay. So, you agreed that there -- you probably did
12 receive \$11,000 from Mr. Honsaker overall. And, so, if we
13 don't consider the -- the \$2,000 in attorney's fees he's
14 charging here, there would have been \$21,000 left of the --

15 A. Yes.

16 Q. -- 32,000 at this point.

17 A. Yes.

18 Q. Okay. You did sign this one, correct?

19 A. Yes.

20 Q. Okay. Now let's look at Exhibit 8. Do you recognize
21 this document?

22 A. No.

23 Q. Did Mr. Honsaker give you this one at some point or
24 try to give it to you?

25 A. I think this is the one he tried to give to me when

1 he came to my house.

2 Q. Okay. Do you know why it's not signed?

3 A. Because I refused to sign it.

4 Q. Okay. And it says in the body of the letter on this
5 the 12th day of June, 2014, which would have been about a few
6 months after Exhibit 8. Would that have been about the time he
7 came to your house?

8 A. Yes, ma'am.

9 Q. Okay.

10 MS. SAUCEDA: Petitioner seeks to admit Exhibit
11 8.

12 MR. PERDUE: Is there any objection?

13 MR. HONSAKER: No objection.

14 MR. PERDUE: No objection, then it's so
15 admitted.

16 Q. (BY MS. SAUCEDA) Why didn't you sign it,
17 Ms. Patteson?

18 A. Because -- first, because he was not telling me the
19 truth. He was not telling me the truth. He was playing on my
20 sympathy. He was telling me how his brother was dying and he
21 didn't have the money when he -- he -- when he did tell me he
22 was going to arrive at my house, he wasn't there when he was
23 supposed to be. Then when he did arrive, he told me he had the
24 wrong checkbook and he left. And then he came back and then he
25 was angry because there was someone in my home. That's why I

1 didn't sign it.

2 Q. Okay. Well, let's take a look at what -- what he
3 listed here. He, again, includes the two 1,000-dollar
4 attorney's fees payments to himself, which we discussed
5 earlier.

6 A. That was another reason I didn't sign it.

7 Q. And the -- and then the -- the \$11,000 that you --
8 you claim you did -- did receive. Then he adds a 2,000-dollar
9 payment on June 12th and another 3,000-dollar payment on June
10 12th. Are those correct?

11 A. The \$2,000, that was whenever he had me meet some
12 lady in the CVS parking lot and she gave me \$2,000 cash that
13 was -- supposedly came out of his safe or something and he was
14 supposedly out of town, which I found out shortly thereafter
15 that was not true. And then -- and then the \$3,000, I believe,
16 is the check that he gave me when he tried to get me to sign
17 this piece of paper, and it was not on the right account --

18 Q. Okay. Let me --

19 A. -- I don't think.

20 Q. -- show you what's been marked as Exhibit 9. Do you
21 recognize what those -- that is?

22 A. Yes, ma'am.

23 Q. What are those?

24 A. This is when I went to his office and he gave me --
25 and this was in April of two -- I don't see the dates. The one

1 on the BBVA is -- I was -- I went to his office -- he was no
2 longer with Bill De La Garza. I went to his office and he gave
3 me a check and I went straight to the bank and cashed it and
4 then I went to my bank and made a deposit because I was
5 thinking that the check wasn't even going to go through. And
6 when I was at the bank, the teller gave me her card and told me
7 that if I needed her later --

8 MR. HONSAKER: Objection. Hearsay.

9 Q. (BY MS. SAUCEDA) Okay. So, looking at Exhibit 10
10 real quick, what is that?

11 A. That would have been the -- that last check, I guess.
12 Yes.

13 Q. Okay.

14 MS. SAUCEDA: Petitioner seeks to admit Exhibits
15 9 and 10.

16 MR. PERDUE: Are there any objections?

17 MR. HONSAKER: I'm -- object to nine because
18 they're obviously not records created by Ms. Patteson. She
19 can't testify as to the truth or authenticity of them. So, I
20 don't know that -- that they've been properly verified.

21 MS. SAUCEDA: She can testify that she received
22 those upon her visit to the bank. They're part of her records
23 in keeping up with her transactions with Respondent.

24 (Sotto voce discussion.)

25 MR. ADROGUE: We're talking about Exhibit 9,

1 Q. Okay. Have you had any other further interaction
2 with Mr. Honsaker?

3 A. No, ma'am.

4 Q. Has he returned any additional funds to you other
5 than the 11,000 that you were paid?

6 A. No, ma'am.

7 MS. SAUCEDA: Pass the witness.

8 MR. ADROGUE: Quick break.

9 (Recess from 10:15 a.m. to 10:22 a.m.)

10 MR. PERDUE: Everybody's ready?

11 MR. ADROGUE: Yeah.

12 MR. PERDUE: Okay.

13 MR. HONSAKER: May I proceed?

14 MR. PERDUE: Yes. You may question

15 Ms. Patteson.

16 (10:22 a.m.)

17 EXAMINATION

18 BY MR. HONSAKER:

19 Q. Janie, I represented you throughout the divorce under
20 a fee agreement, correct? You signed a fee agreement?

21 A. Yes.

22 Q. Okay. And as part of that fee agreement, you agreed
23 to pay certain fees and pay me an hourly rate, correct?

24 A. I agreed to pay \$7500 to Bill De La
25 Garza & Associates for your services for my divorce.

1 Q. Okay. And you were provided that document at the
2 time it was made.

3 A. Yes, but --

4 Q. You had a chance to review it.

5 A. No.

6 Q. Okay. You signed it.

7 A. Under very stressful circumstances.

8 Q. Did -- did I force you to sign this?

9 A. You were --

10 Q. Did I force you to sign this, ma'am?

11 A. You didn't force me to sign it. No, you did not.

12 Q. Okay. And you signed the second statement on the
13 bottom of that, correct?

14 A. Yes.

15 Q. Okay.

16 A. Also did not realize until after signing it also that
17 it had -- where the thousand dollars was even taken out twice
18 on the same date.

19 Q. Okay.

20 A. Then when --

21 Q. Ma'am, I'm just asking if you signed this. Yes?

22 A. Yes.

23 Q. Okay. All right. And every time that you came to my
24 office for -- for funds after that date -- which I did provide
25 you with additional funds, correct? I mean, you're not saying

1 A. Whenever you gave me this. I told you, "What are you
2 charging me a thousand dollars for, Mark?"

3 Q. Okay. So, April 2013, you're -- you're telling me
4 you argued about that, but then you waited a year, didn't say
5 anything, nothing in writing saying that you objected to the
6 payment of those fees, that you didn't want to pay me those
7 fees --

8 A. On Exhibit 8?

9 Q. Yeah.

10 A. I didn't wait a year. That is -- that is after a
11 year.

12 Q. Okay. But April of 2013, you're charged the
13 thousand-dollar fees that you're saying you now dispute. A
14 year later you got more money from me, after acknowledging what
15 the balance was, and you never took any action in between to
16 say that you didn't authorize those fees to be paid to me.
17 And, in fact, by --

18 A. Where is the -- hold on.

19 Q. By you signing the first one, you authorized those
20 payments to be made.

21 MR. ADROGUE: No. Hold on a second.

22 MS. SAUCEDA: Objection. That's argument.

23 MR. ADROGUE: Just -- just wait a minute. She's
24 already agreed that she signed Exhibit 7. She said she signed
25 it under duress, but she also said you didn't force her to do

1 so. So, let's -- let's move on.

2 MR. HONSAKER: Okay. All right.

3 MR. ADROGUE: We have that and we're going to --
4 we're going to deal with that.

5 MR. PERDUE: Ms. Saucedo, do you have a copy of
6 the State's petition that I can look at to see what -- since
7 we're arguing about relevancy here, I need to --

8 MS. SAUCEDA: Yeah. Let's do the pleadings.

9 MS. GARCIA: I have a copy. Is that the --

10 MS. SAUCEDA: Is that the packet?

11 MS. GARCIA: No, it's not the packet.

12 MR. PERDUE: Is it the most recent one though?

13 MS. GARCIA: I thought it was.

14 MR. PERDUE: Yeah. I just need to review it so
15 we can try to tighten this up a little bit.

16 MS. SAUCEDA: It includes both the petition --

17 MR. PERDUE: Okay.

18 MS. SAUCEDA: -- and the answer.

19 MR. PERDUE: Thank you.

20 MS. GARCIA: Is that the right one?

21 MR. PERDUE: All right. Mr. Honsaker, you're
22 asking some questions --

23 MR. HONSAKER: And I'll try -- I'll try --

24 MR. PERDUE: -- and so I -- I think -- let's try
25 to tighten this up a little bit on the questioning, but go

1 happened, correct?

2 A. How could I even know what happened there?

3 Q. But you authorized him to hand the money to me.

4 A. No. I told him to send my file with you --

5 Q. All right. So, you --

6 A. -- whatever that entailed. I don't -- I'm not an
7 attorney. I don't know what that means.

8 MR. ADROGUE: Let's move on.

9 MR. HONSAKER: I'll move on. I'll move on.

10 Q. (BY MR. HONSAKER) And, Janie, there was a time, like
11 I said, when I came to your apartment and it was after the
12 funds were transferred to me and I wanted to write you a check
13 for the full balance. Remember that?

14 A. No.

15 Q. Okay. And I did bring the wrong checkbook. I
16 brought my personal checkbook instead of the trust account and
17 I had to go back to get the trust account checkbook. Remember
18 that?

19 A. Oh, yes.

20 Q. Okay. And I went and got the trust account
21 checkbook, came back and wrote you the check that you asked
22 for.

23 A. Yes.

24 Q. Okay. And that check, like every one I wrote to you,
25 cashed. There was never a dishonorment (sic), never an NSF.

1 They were always -- the money was there.

2 A. It wasn't that the money wasn't there. It's what I
3 had to go through to get it.

4 Q. Janie, that money was in my possession for almost two
5 years, correct?

6 A. I don't know how long it was in your possession. It
7 was supposed to be in your possession from the end of July of
8 2012.

9 Q. Janie, you have no reason to dispute it was in my
10 possession for at least two years by your permission.

11 A. Okay.

12 Q. You placed the funds with me by permission.

13 A. Yes.

14 Q. Okay. And you signed the statements that have
15 already been admitted authorizing the disbursements and
16 authorizing the payments that were there.

17 MS. SAUCEDA: And objection to the broad
18 characterization. There was only one statement that was signed
19 and Ms. Patteson's given qualifying testimony about that
20 statement.

21 MR. HONSAKER: I believe she's -- she's not
22 disputed that she's not got the checks and the statements are
23 there.

24 MR. ADROGUE: It's duly noted. Some are signed,
25 some aren't signed, some signed under duress, some not forced.

1 just to move it along.

2 On the 12th of -- June 12th of '14, you saw this
3 statement that you disagreed upon, correct?

4 THE WITNESS: Yes.

5 MR. ADROGUE: That's why you didn't sign it,
6 correct?

7 THE WITNESS: Yes, sir.

8 MR. ADROGUE: So, then six days later you got a
9 check for 4,000 and then you --

10 THE WITNESS: Was that the -- it was --

11 MR. ADROGUE: Yeah. On -- on Exhibit 10, you
12 got a 4,000-dollar check.

13 THE WITNESS: Yes.

14 MR. ADROGUE: But you went -- and then you -- I
15 heard earlier you went to Compass Bank, cashed it, kept \$500 --

16 THE WITNESS: Yes.

17 MR. ADROGUE: -- and then deposited \$3500 into
18 your Chase account.

19 THE WITNESS: Yes.

20 MR. ADROGUE: Is that correct?

21 THE WITNESS: Yes.

22 MR. ADROGUE: Okay. So, let's move on from that
23 point because I think -- you're getting into accounting dispute
24 and that's the crux of this. We're going to figure that out.
25 So, we understand 14 minus 4 is 10,000.

1 A. What?

2 Q. (BY MR. HONSAKER) I don't want to be combative with
3 you.

4 MR. PERDUE: Are there any further questions for
5 the witness?

6 MR. HONSAKER: No, sir.

7 MR. PERDUE: Does the -- any redirect?

8 MS. SAUCEDA: Just a couple follow-up.

9 (10:41 a.m.)

10 FURTHER EXAMINATION

11 BY MS. SAUCEDA:

12 Q. All right. Ms. Patteson, first of all, when we're
13 looking at Exhibit 7, you told Mr. Honsaker that there were --
14 you signed it under stressful circumstances. Can you just
15 briefly tell us what those circumstances were?

16 MR. HONSAKER: Objection. Asked and answered.
17 She's already testified that she --

18 MR. PERDUE: No. I'll allow it. Let's just
19 hear it.

20 MS. SAUCEDA: You -- you cut her off from
21 explaining.

22 A. Can you repeat the question, please?

23 Q. (BY MS. SAUCEDA) Sure. Sure. Can you briefly tell
24 us what the stressful circumstances were at that time?

25 A. He was using -- he was -- I don't know how to say it

1 except in the language I know. It was like he was playing
2 every card he could. He was trying to play on my sympathy
3 about his brother and he -- and how he was having all these
4 personal problems and -- and I even asked him -- at one point,
5 he even told me that you-all had -- that the bar or someone had
6 started him in some kind of therapy and -- I mean, it just
7 was -- it was very -- I don't know even know how to -- it
8 was -- it was crazy.

9 Q. Now, just to clarify -- there was some confusion --
10 looking at Exhibit 8, you're telling us that you -- you
11 disputed right away the two 1,000-dollar payments shown on here
12 about Mr. Honsaker claiming to have attorney's fees when he
13 showed it to you this time on Exhibit 8, correct?

14 A. Yes.

15 MR. HONSAKER: Objection. She's insinuating I
16 charged her another \$2,000. I didn't. All's it -- each
17 statement was a breakdown of what was taken off the 32,000 --

18 A. There was never any --

19 MR. PERDUE: Hey, everybody, the question is
20 fine. You'll have a chance to explain --

21 MR. HONSAKER: Okay.

22 MR. PERDUE: -- during your direct.

23 Answer the question or -- or repeat the
24 question, please.

25 Q. (BY MS. SAUCEDA) Is there a reason why you would

1 MR. HONSAKER: But this isn't dated June 16th.
2 She got a 4,000-dollar check on June 18th.

3 MR. PERDUE: I -- I don't know what the question
4 is, so --

5 THE WITNESS: I don't either.

6 MR. PERDUE: -- repeat the question, please.

7 Q. (BY MS. SAUCEDA) All right. During your earlier
8 testimony we established that this -- he tried to present this
9 to you on or around June 12th as stated in the body of the
10 document, correct?

11 A. Yes.

12 Q. Okay. And that he's saying on June 12th -- as of
13 June 12th, he had paid you \$2,000 and that -- or June 4th, he
14 paid you \$2,000 and then, again, as of June 12th he paid you
15 \$3,000. Had you actually received those funds from him at that
16 point?

17 A. The -- yes.

18 Q. So, you received something other than what you
19 deposited on June 16th and 18th?

20 A. No. It --

21 Q. Okay.

22 A. No. That's the same thing that I --

23 Q. Okay.

24 A. Whatever -- this is all I received.

25 Q. So, you think that he may have been including what he

1 paid you on June 16th and 18th in here?

2 A. On the -- on Exhibit 8 --

3 Q. Uh-huh.

4 A. -- I didn't understand any of those numbers, and
5 that's one of the reasons -- the main reason I didn't sign it.

6 Q. Okay. So, in addition to the \$5,000 you received
7 initially and then the later \$6,000, the only other payments
8 you received for him are what we see on the receipts and the
9 check on Exhibits 9 and 10.

10 A. Yes, ma'am.

11 Q. All right.

12 MR. PERDUE: Any further questions?

13 MS. SAUCEDA: No further questions.

14 MR. PERDUE: Any redirect? Or recross actually.

15 MR. HONSAKER: No questions, no.

16 MR. PERDUE: Ms. Patteson -- any questions by
17 the panel?

18 MR. ADROGUE: Yeah, I got questions.

19 MR. PERDUE: Go ahead, Mr. Adrogue.

20 MR. ADROGUE: How -- how much are you saying he
21 owes you?

22 THE WITNESS: \$15,000.

23 MR. ADROGUE: Your divorce was concluded in
24 August of 2012, correct? That's what the divorce decree says.
25 I just want to make sure.

1 Levi's names instead of writing them out.

2 MR. ADROGUE: Okay. Let me ask you something.
3 You received the \$6,000 there that's listed on Exhibit 6,
4 right?

5 THE WITNESS: Yes, sir.

6 MR. ADROGUE: Okay. And the other money you
7 received was -- in the other exhibits you received \$2,000, I
8 think, in cash?

9 THE WITNESS: Yes, sir.

10 MR. ADROGUE: And then you received a
11 4,000-dollar check.

12 THE WITNESS: Yes, sir.

13 MR. ADROGUE: So, the total money you received
14 was \$12,000.

15 THE WITNESS: Yes, sir. There was another --
16 no. There's another -- yes, sir. I -- okay.

17 MR. ADROGUE: Is there --

18 THE WITNESS: I receive -- I know in April of
19 2000 --

20 MR. ADROGUE: There's a -- sorry. There's a
21 5,000-dollar payment April 11th, 2013.

22 THE WITNESS: Right.

23 MR. ADROGUE: You -- you received that as well.
24 Okay. So, that's how it gets us to 15,000.

25 THE WITNESS: Yes.

1 MR. ADROGUE: Just want to make sure. Okay.

2 THE WITNESS: Yes.

3 MR. ADROGUE: Exhibit 7, did -- did -- I see
4 here that there's legal -- there's attorney's fees there, and
5 you signed it.

6 THE WITNESS: I did sign it.

7 MR. ADROGUE: What -- was he doing anything for
8 you as a lawyer? What was he --

9 THE WITNESS: No, sir.

10 MR. ADROGUE: The divorce was final. It was
11 done.

12 THE WITNESS: Yes, sir.

13 MR. ADROGUE: So, did you hire him to do any
14 other -- provide any other legal services --

15 THE WITNESS: No, sir. No, sir.

16 MR. ADROGUE: -- to amend anything in the court
17 filing --

18 THE WITNESS: No, sir.

19 MR. ADROGUE: -- in the orders, do anything?

20 THE WITNESS: No, sir.

21 MR. ADROGUE: Okay. You did though ask him when
22 he left the firm to hold your money because you were going
23 through some personal situations.

24 THE WITNESS: Yes, sir, to just leave it in that
25 IOLTA account.

1 MR. ADROGUE: Okay. Just to hold the money --
2 okay. So, did he ever give you an invoice for the legal
3 services rendered in Exhibit 7?

4 THE WITNESS: No, sir.

5 MR. ADROGUE: Did he ever tell you what he did
6 to earn the \$2,000?

7 THE WITNESS: No, sir.

8 MR. ADROGUE: Looking at Exhibit 8 -- okay. I
9 think that is the same. Okay. So, you've been waiting --
10 when -- at what point -- did you ever ask him, "Hey, just give
11 me all my \$15,000 back"?

12 THE WITNESS: In -- in April of 2014, yes, I
13 did.

14 MR. ADROGUE: April of 2014?

15 THE WITNESS: Yes, sir.

16 MR. ADROGUE: Okay. Do you know why he was
17 giving you cash payments instead of a check from IOLTA?

18 THE WITNESS: The -- that 2,000 -- that was --
19 that was very strange. He said that he -- his brother -- first
20 he told me his brother was dying and then that he died and then
21 that he could send his friend to his office and she could get
22 me 2,000 of what he owed me out of the safe and then she met me
23 in CVS parking lot and gave it to me.

24 MR. ADROGUE: Okay. Did -- did you ever go to
25 his house?

1 THE WITNESS: No.

2 MR. ADROGUE: Did you ever see this
3 Harley-Davidson that people keep talking about?

4 THE WITNESS: No.

5 MR. ADROGUE: Okay. That's all I have for you.
6 Thank you very much.

7 THE WITNESS: Thank you.

8 MR. PERDUE: Ms. Patteson, I -- I have, like,
9 maybe one or two questions. First of all, I want to thank you
10 for your time coming in here, but you just asked -- you said
11 something to Mr. Adroque that was kind of -- you -- in April of
12 2014, you requested all your funds. Did you put that in
13 writing or did you call him? How did you request your funds to
14 be paid to you?

15 THE WITNESS: I just -- I called him and asked
16 him. I went to his office more than once and he -- that's --

17 MR. PERDUE: So, if I -- and I don't want to --

18 THE WITNESS: I didn't ask him in writing, no.

19 MR. PERDUE: Okay. I -- just to -- so I can
20 understand, you made multiple office visits and multiple phone
21 calls asking for your money to be paid to you?

22 THE WITNESS: Yes, sir.

23 MR. PERDUE: And about what period of time or
24 over a period of time were these?

25 THE WITNESS: From April of 2014 until June -- I

1 know it was gone by June; April, May, June.

2 MR. PERDUE: Okay. So, you -- do you have any
3 estimate of how many times you sought all your funds back?

4 THE WITNESS: At least ten.

5 MR. PERDUE: Okay. Ten times?

6 THE WITNESS: At least.

7 MR. PERDUE: That's all the questions I have for
8 you.

9 Does any -- anybody else on the panel have any
10 questions?

11 MR. MATSON: I've got one, I believe.

12 When the funds became available and they were
13 given to Mr. Honsaker, who initiated -- do you recall who
14 initiated the suggestion --

15 MR. HONSAKER: I did.

16 MR. MATSON: -- that he hang onto them?

17 THE WITNESS: I did.

18 MR. MATSON: You did. You initiated that.

19 THE WITNESS: Yes, sir.

20 MR. MATSON: Okay. Thank you.

21 MR. ADROGUE: I've got a question for you. And
22 I understand that he left that law firm, which lawyers leave
23 law firms all the time. Did he go to another office in the
24 same building or different location?

25 THE WITNESS: He went to a different location.

1 opened up your e-mails, they're going to be all in bold, okay?

2 If you've opened your e-mails, they're going to be unbolded.

3 Well, my computer had been hacked, my laptop. I
4 didn't know it until I logged onto Texas.net remotely from a
5 computer at a hotel, CLE conference, and I saw all my e-mails
6 opened, some responded to, some actually asking to -- doing
7 transactions in my name.

8 And the only reason I found out about that was
9 because of that main server. Because if you erase those
10 e-mails off of a -- a computer or a tablet they're downloaded
11 to, yeah, they're going to be off that computer, but they're
12 still going to be on the -- the mainframe until I erase them.
13 That was a protection that's built in the system.

14 I had \$60,000 taken from me. I had a car,
15 vehicle, bought in my name. I had a lot of shit happen. And
16 pretty much everybody started deserting me. Because when the
17 help light went on, everybody scattered like encroaches.

18 MR. PERDUE: All right. Mr. Honsaker, I'm going
19 to ask you some questions because you've been talking for a
20 long time --

21 MR. HONSAKER: I -- I -- but I'm --

22 MR. PERDUE: -- and --

23 MR. HONSAKER: -- I'm just trying to explain why
24 I did -- what happened to her money, okay? And I know I owe
25 her \$10,000, okay? I know that. I know in my heart I do. And

1 that's -- that hurts, but I -- I --

2 MR. PERDUE: The state probably needs to ask
3 questions.

4 MR. HONSAKER: I need a chance to help her get
5 her money back. The only way I can do that is practice law,
6 okay? I went -- after all this stuff started happening and I
7 found out who was doing it -- my ex-wife went to the police
8 station and she told them I beat the shit out of her, okay?
9 Just went in and told them that. They came to my house. I
10 said, "She wasn't here."

11 They interviewed me. They never interviewed the
12 witnesses. I'm out mowing my grass Labor Day weekend and a cop
13 car pull up and come in and arrest me and tell me, "You've got
14 a 50,000-dollar warrant for your arrest for assault." I spent
15 a week on Harris County in the medical tank; no phone, no -- no
16 one even knew I was there, okay? I went to jail without
17 anything, without any way of calling anybody, okay?

18 After that, it seemed like every time I had a
19 court date and I told the state I was ready to go to trial
20 because I didn't do anything to this young lady, my car
21 wouldn't start, my battery was stolen, my brakes were messed
22 with, okay? I missed a court date after making six straight
23 appearances in late January, okay?

24 My bond was tripled. I didn't have the money.
25 I went to jail, went to jail for a hundred days. I fought

1 And -- and -- and moving the funds, you -- she's
2 asked me about doing some stuff for her children as far as
3 setting up the trust account -- or not trust account, but a
4 trust document and estate planning. We talked about those. I
5 gave her the estate planning documents. I had time in going to
6 meet with her.

7 I mean, I bill \$350 an hour. That's only five
8 hours of my time, okay? It's not -- it's not much of what I've
9 seen. Could -- she agreed to it. I -- I said, "Janie, if you
10 don't want to pay it, I'll" -- "I'll" -- "I'll do whatever."
11 She didn't dispute the -- the fees. She never said anything
12 about the fees.

13 Any client that's ever said, "Mark, I don't owe
14 you that money," or, "I think that's wrong," I went back and
15 said, "You know what? Then let's work something out."

16 There's no reason for me to keep her money at
17 that point. The money was there. I tried to give her a check
18 for \$26,000, or \$25,000, what was owed to her at that time when
19 De La Garza gave me the money in the first place and she said,
20 "No, Mark. Hold onto it. Hold onto it. I need you to help
21 me," okay?

22 Her money's gone, I know that, and it was on my
23 watch and I --

24 MR. PERDUE: Mr. Honsaker, I -- I'm going to --

25 MR. HONSAKER: All right.

1 was stolen by anybody else. I'm just explaining what my
2 financial circumstances were and that I was trying to do what I
3 could to figure out where the money was going.

4 Q. Who removed the funds from her account?

5 A. I removed the money from -- her money was taken out
6 of that trust account by me. I told her that -- that -- I
7 tried to contact her regarding the \$10,000. I tried to call
8 her on her phone. That didn't work. I explained all this to
9 her. I told her where the money was. I told her that I used
10 it to keep my business afloat during that time period and that
11 I had every intention of -- of paying her back.

12 Q. As far as -- you mentioned earlier depression.

13 A. Yes.

14 Q. How long -- how long have you been suffering from
15 this?

16 A. Ever since the day my brother died. Well, I don't
17 know. I mean, I was probably suffering symptoms before that,
18 okay, when -- when I was watching my brother wilt away in front
19 of my eyes, okay, and I had a business partner that I
20 considered someone that I was going to stay with the rest of my
21 life sit there and try and tell me I stole money off -- from
22 him when it was a fee contract in my name.

23 Q. Well, let me ask you this: Have you been diagnosed
24 from -- by a doctor?

25 A. I've seen doctors for depression. I mean, I've filed

1 give her at that point. She had just came to me for \$5,000 a
2 week before that. I told her two weeks before that that I had
3 borrowed \$10,000 of her money, as per our agreement, as per our
4 discussions, as per her signed contract that -- as per her
5 signed documents.

6 MR. ADROGUE: Are you under any medications
7 right now, any orders from a doctor?

8 MR. HONSAKER: No, sir. No, sir. I don't
9 believe in taking medication to -- because, to me, it puts off
10 a problem that -- I went to -- I went to several doctors for
11 depression. They all wanted to give me Xanax or other
12 sedatives.

13 MR. ADROGUE: Do you -- do you -- and I'm sorry
14 to hear that. Do you still have your operating IOLTA account
15 open?

16 MR. HONSAKER: No, sir. I don't have any
17 open -- I'm -- I'm -- I haven't practiced law in --

18 MR. ADROGUE: In how long?

19 MR. HONSAKER: Almost two years. I mean, since
20 before my -- my CLE was suspended or about the time my CLE
21 suspended. I haven't practiced law at all.

22 MR. ADROGUE: Your practice consisted of, what,
23 family law and personal injury?

24 MR. HONSAKER: I did everything. I was trial
25 lawyer. I did business work. I did real estate work. I did

1 problem. Not an issue. When Janie called me and asked for
2 money, I was at my brother's, okay? She said, "I need money
3 today. I need money today."

4 "Janie, I can get money" -- that's why she got
5 the cash was because -- that was what was in my safe at my
6 office, okay? That's the reason I didn't give her any money
7 out of the trust account at that point. That's --

8 MS. GARCIA: You didn't have the money at that
9 time --

10 MR. HONSAKER: Yes, I did.

11 MS. GARCIA: -- to give to her, did you? You
12 had the money at that time?

13 MR. HONSAKER: I had the money that she asked
14 for. I --

15 MS. GARCIA: Was she asking you to hold onto the
16 money because she was having some -- you knew about she was
17 having health issues. She mentioned something about MD
18 Anderson. So, she trusted you --

19 MR. HONSAKER: Yes.

20 MS. GARCIA: -- during that time to hold the
21 money.

22 MR. HONSAKER: Yes, she did. You're right.

23 MS. GARCIA: In fact, you didn't have the money
24 at that time.

25 MR. HONSAKER: I had what -- I gave her

1 everything I had left in my trust account.

2 MS. GARCIA: But you didn't have all of it.

3 MR. HONSAKER: No, ma'am, I did not.

4 MS. GARCIA: Okay.

5 MR. HONSAKER: No, ma'am, I did not.

6 MS. GARCIA: And then on this other date in
7 June, which was how much later -- I mean, at that time she
8 didn't sign it. Did she -- do you have a signed copy of this?
9 Do --

10 MR. HONSAKER: I do, yes, ma'am.

11 MS. GARCIA: Okay.

12 MR. HONSAKER: I have a signed copy --

13 MS. GARCIA: But you're saying that she agreed
14 to these attorney's fees of \$2,000 both on April 11th --

15 MR. HONSAKER: Of 2000 --

16 MS. GARCIA: -- 2013?

17 MR. HONSAKER: 2013, yes, ma'am. I went over
18 those fees with her and -- that was one the first statements
19 she signed with me. I went over those fees with her. I talked
20 to her --

21 (Sotto voce discussion.)

22 MS. GARCIA: Okay. Nothing else.

23 MR. HONSAKER: I -- I mean --

24 MR. ADROGUE: I got some other questions now.
25 She told us and you -- I guess it looks likes it's undisputed

1 that in April of 2014, she asked for her money, or 15,000. You
2 were with your brother. You had your staff go give \$2,000.
3 Whenever you came back to Houston, why didn't you then go to
4 your IOLTA account, pull out the 13 or whatever that was owed,
5 and turn around and give her a check?

6 MR. HONSAKER: What she asked me for was \$5,000
7 at that time, okay, like she always had done in the past,
8 \$5,000. That's why she got a check for \$3,000 after I gave her
9 the 2,000 cash, okay? We met. We talked. She obviously
10 didn't feel comfortable. She said, "Mark, I" -- "I need the
11 rest of my money," okay? I could only give her \$4,000 because
12 that's what I had left and that's why I wrote a her a check for
13 \$4,000 a week later.

14 MR. ADROGUE: That's all you had left in your
15 IOLTA?

16 MR. HONSAKER: That's correct, yes, sir.

17 MR. ADROGUE: So, the money was gone. She asked
18 you a moment ago if you had the money and the answer is you
19 didn't have the money to give her.

20 MR. HONSAKER: No, and I told her that I didn't
21 have the money when we met in April. I told her that I had
22 borrowed the money.

23 MR. ADROGUE: So, when the client asked you for
24 her money, you didn't have the money to give to her. Is that a
25 correct statement?

1 MR. HONSAKER: I did not have the full amount,
2 no, sir. That's correct.

3 MR. ADROGUE: Do you know how long she had a
4 bank account? Because the fact that she has a bank account,
5 why didn't you just give her the check and just say, "Take your
6 money"?

7 MR. HONSAKER: She -- when she asked De La Garza
8 to transfer the money to me, I offered her a check for 25,000,
9 whatever it was that was owed to her. She said, "Mark, I don't
10 want that. I can't have that. I will blow that. Help me.
11 Keep the money for me. Just hold onto it. Do what you need to
12 do to help me to" -- "to take care of" --

13 MR. ADROGUE: Okay. Let me ask you one other
14 question, and I'm just -- this is --

15 MR. HONSAKER: Sure.

16 MR. ADROGUE: We keep learning things and that's
17 why the more evidence we're hearing, I'm wondering now -- and I
18 don't mean to offend you at all with this question, but did you
19 have any relationship with her?

20 MR. HONSAKER: No, ma'am. Or no, sir. No, sir.

21 MR. ADROGUE: Okay. So, did you know --

22 MR. HONSAKER: I care about my clients equally.

23 MR. ADROGUE: No. I understand we all care
24 about our clients, but you didn't have any relationship --

25 MR. HONSAKER: Oh, no, sir. No, sir.

1 Q. Actually, we have that you were already -- you were
2 still at Shadow Creek, Seabrook, when you were personally
3 served on December 21st, 2015.

4 A. What I received was when I was in jail. I -- I
5 don't --

6 Q. Can I show you something, see if it refreshes your
7 recollection?

8 A. You can show -- yes, absolutely. No.

9 Q. This is an affidavit of service showing that you were
10 served with petition and requests for discovery, including
11 interrogatories, requests for closure, requests for admissions,
12 and requests for production on December 21st, 2015, at the
13 address of 410 Shadow Creek, Seabrook, Harris County, Texas.

14 A. Okay. Again, I was in jail a month later.

15 Q. So, you were in jail a month after this.

16 A. Yes, ma'am.

17 Q. But you recall receiving these.

18 A. I don't -- I don't -- I -- I got those when I was in
19 jail. I don't recall receiving them at my residence.

20 They're --

21 Q. And then you were originally in default on this
22 matter, correct?

23 A. Yes, ma'am.

24 Q. You did not file an answer.

25 A. Yes, ma'am, I was, because --

1 Q. And then a couple days before the default proceeding
2 prompted by my e-mail to you -- because I knew you had just
3 gotten out of jail -- you filed an answer which has been
4 accepted as your answer in this matter, the e-mail.

5 A. That's correct, yes, ma'am.

6 Q. Okay. You tell me that -- "One thing I can tell you
7 is that when I was arrested and incarcerated, my files were in
8 my garage, as well as in my car. All the materials that were
9 in my garage were thrown out and my car was stolen."

10 A. Uh-huh.

11 Q. Okay. So, do you -- do you have any documents left
12 from -- from Ms. -- are -- from Ms. Patteson's case or are you
13 saying that this is -- this statement that you made in your
14 answer is not correct?

15 A. No. I -- what happened is my office manager went by
16 my house after people had gone through what they wanted and he
17 picked up three boxes out front, and inside those three boxes
18 just happened to be Ms. Patteson's file and the receipts that
19 she had signed and -- and -- and other things that I had.

20 Q. Okay. Now, in August of -- excuse me -- July 25th,
21 2016, I reached out to you and gave you an extension on
22 discovery, correct?

23 A. You -- you asked me to respond to discovery.

24 Q. And I gave you until August 15th, 2016, to do so.

25 A. You had told me that if you did not have any

1 responses by that date, that you would have to move forward
2 with setting a hearing. Yes, ma'am, you did.

3 Q. And you didn't -- you didn't respond.

4 A. I did not have the ability, no, ma'am. I did not
5 respond, no.

6 MS. SAUCEDA: No further questions.

7 A. I --

8 MR. ADROGUE: When you say didn't have the
9 ability to respond, where are you working now? Are you working
10 now? You said you're working as a manager, restaurant?

11 MR. HONSAKER: I'm working at Applebee's, okay?

12 MR. ADROGUE: Applebee's. Okay.

13 MR. HONSAKER: When I bought a car --

14 MR. ADROGUE: No, no, no. That's what -- this
15 is what -- when you say you didn't have the ability to respond
16 to these questions -- because you can, quite frankly, just
17 handwrite it with a crayon. So, what do you mean you didn't
18 have the ability to respond to this? Explain that to me.
19 You're physically disabled? Mentally disabled?

20 MR. HONSAKER: I work 70 hours a week trying to
21 make money. When I'm not working, I'm sleeping. And -- and
22 I --

23 MR. ADROGUE: Okay. That's fine. You were a
24 trial lawyer for 22 years. You could review eight pages in
25 probably about a minute or two -- because I just did -- and say

1 upset with the panel members in their decisions. We -- we
2 volunteer our time, we come up here, we take our job very
3 seriously, but part of our job is to protect the public and to
4 protect the image of the profession.

5 MR. HONSAKER: I understand.

6 MR. PERDUE: I want -- I wanted to help you and
7 I think that this -- this -- you may disagree with what we
8 decided at the end, but I want you to get help. You need to
9 get some help. I wish I had heard some more contrition, some
10 more -- you know, "I'm getting help," and I think this will
11 give you time to find the help that you need to.

12 And sometimes, you know, people can gather the
13 strength and, you know, get their shoes back on and get back to
14 where they once were. And it takes a lot of work and a lot of
15 effort because we -- sometimes we make decisions in life that
16 set us back. And I think you -- from what you said, you
17 admitted that you made some decisions that --

18 MR. HONSAKER: I've been at the bottom.

19 MR. PERDUE: -- that put you at the bottom.
20 And, so, I -- I want you to look at this as an opportunity
21 because -- it may not feel like it today when you walk out of
22 here, but it is an opportunity for you to get yourself on, but
23 our job is to protect the public and, ultimately, that's what
24 we've done. And I don't -- I feel bad for you for you losing
25 your brother and your father, I feel bad for you for having

1 failed business things, ventures with people, but I want you to
2 take this as an opportunity to get yourself together.

3 So, unanimous -- unanimously, we have decided --
4 we found professional misconduct of Rules 1.14(a) and 1.14(b).
5 We've decided that the disbarment was the punishment. We
6 decided that the restitution of \$12,000 to Janie Patteson
7 should be paid, the attorney's fees for the state of \$2,200,
8 and the cost of \$475.

9 And when I say this is an opportunity for you,
10 you can reapply in five years, like the State Bar said. I
11 think if you can get yourself together and reapply, you can get
12 back to where you were before; but everything you've talked to
13 us about today just didn't give the panel the indication that
14 you're ready to go back out there and to have that unique
15 position of trust with the public.

16 And I think there's some other statements other
17 people -- we wish -- we wish you the best on -- on -- on all
18 that, and I --

19 MR. ADROGUE: And, sir, I -- I mean, I asked you
20 a lot of the questions, most of the questions, because I -- I
21 was doing everything to have you help me help yourself. And --
22 and I still have so many -- we still have so many questions
23 that are probably not going to get answered or you would
24 probably give us some kind of an answer, but I -- I -- I
25 strongly believe all this could have been easily avoided.

1 Even effort on your part -- and I want to say
2 this, very importantly: Ms. Patteson, she did not get you
3 disbarred. I just want to make sure we're clear on that.

4 MR. HONSAKER: I got myself disbarred.

5 MR. ADROGUE: Okay. And I want to be --

6 MR. HONSAKER: I know that.

7 MR. ADROGUE: She did not do -- she was
8 unfortunately just a victim, and so --

9 MR. HONSAKER: It's nobody's fault but mine.

10 MR. ADROGUE: I think there were many
11 opportunities -- I understand you get out of jail in May of
12 2016. If you start working, if you would have demonstrated you
13 were paying her back \$50 a month, a hundred dollars a month to
14 at least start paying back the 10,000 -- there's several things
15 here that just didn't make sense to me.

16 The -- the divorce decree order, when -- when it
17 was done, you were working for the De La Garza law firm; why
18 the check was made out to -- to you and her instead of her and
19 the De La Garza law firm.

20 MR. HONSAKER: It's just a --

21 MR. ADROGUE: It could have been the
22 transmission you were --

23 MR. HONSAKER: It's a form of pleadings.

24 MR. ADROGUE: Say it again?

25 MR. HONSAKER: It's a form of pleadings in the

1 family law when you're the attorney of record that the checks
2 are typically made out to attorney of record --

3 MR. ADROGUE: Well, regardless, I mean, that --
4 that money was -- regardless if it was -- that may -- that
5 money was mishandled and you -- the -- the moment you walked in
6 this morning, you admitted that you took \$10,000 and you owed
7 the money.

8 MR. HONSAKER: I know.

9 MR. ADROGUE: And like -- like Mr. Perdue said,
10 lawyers, even today, are always -- I mean, we're -- we're the
11 butt of every joke, of every joke. And then when we have
12 convincing, compelling evidence that this happened, and then
13 this other issue came up that --

14 MR. HONSAKER: I understand, sir.

15 MR. ADROGUE: -- the allegations were this --
16 you know, deferred adjudication on methamphetamines really gets
17 us worried. So --

18 MR. HONSAKER: I understand, sir.

19 MR. ADROGUE: -- we're doing this in the -- in
20 your best interest, you know, and we hope -- I hope in five
21 years you reapply and -- and come back because, you know, I can
22 tell you're a trial lawyer at heart and that's what you want to
23 do and -- and, I mean, if you're not -- you're probably not
24 much older than me. Just come back in five years.

25 MR. HONSAKER: Fifty years old.

1 MR. ADROGUE: Well, I'm halfway -- I'm four
2 years younger than you. So, you can get there five -- come
3 back in five years, but we really want you to turn -- turn your
4 life around, go get the help that you need. Just whatever
5 issues you are, admit to it and --

6 MR. HONSAKER: Can I ask one question?

7 MR. ADROGUE: Yes, sir.

8 MR. HONSAKER: Is TLAP still available to me?

9 MR. ADROGUE: I -- I don't -- I don't know.
10 I'm -- I'm assuming -- I don't know.

11 MS. SAUCEDA: I don't know for sure. I believe
12 it is, but we can --

13 MR. ADROGUE: Okay.

14 MS. SAUCEDA: -- we can help figure that out.

15 MR. ADROGUE: And if -- and if --

16 MR. HONSAKER: Because I can't pay for the
17 counseling.

18 MR. ADROGUE: If there's an issue like that that
19 comes up, I'm sure --

20 MR. PERDUE: I'm sure the State Bar will help
21 you get --

22 MR. ADROGUE: -- the State Bar will help you
23 or -- that -- that's -- that's what we're -- that's why we're
24 taking the time to say all this to you because we really want
25 you to get better. And if they say you can't because you're

1 not a lawyer, you don't have a license anymore, then -- then
2 we'll be happy to figure out something as a panel to say --
3 because this -- this is what we want. We want you to get
4 better, so we -- I -- I wish you the very best of luck.

5 MR. HONSAKER: I appreciate that.

6 MR. MATSON: Again, as a public member, I don't
7 speak the attorney vernacular, but I -- I certainly have
8 sympathy for what you've been through. I'm also -- have to
9 observe that -- that one of the things that prompted me to
10 support this decision of disbarring you is the fact that there
11 was no apparent ownership on your part of everything.
12 Everything was "Yeah, but."

13 And from that, I will say to you what I preach
14 to my children and my grandchildren, and that's the six most
15 important words in the world: You are responsible for your
16 actions.

17 MR. HONSAKER: Yes, sir.

18 MR. MATSON: I do hope you're able to come back
19 and get clean and practice as an attorney again, but right now
20 with what's going on, until some changes happen, can't see it.
21 I hope it happens though. It's up to you.

22 MS. GARCIA: I take my position on this
23 committee very seriously. It was a very difficult
24 deliberation, but we looked at all the circumstances, the
25 totality of what happened, mitigating factors, if any, and I

1 support the decision that this committee has made.

2 I would ask that -- I think I support the idea
3 that you need to get help. I think your statement of not
4 wanting to go get on medication for depression is -- is
5 something that I took note of. You have to find help wherever
6 you can, and that's why we're making this decision. I don't
7 think you're in a position to practice law and this is -- your
8 actions merit this decision.

9 MR. PERDUE: Is there any -- any questions
10 from -- Mr. Honsaker, you have any questions or --

11 MR. HONSAKER: (Moving head side to side.)

12 MR. PERDUE: Then we're -- we're off the record.
13 We're adjourned. Thank you very much.

14 MR. HONSAKER: Thank you.

15 (Proceedings concluded at 1:25 p.m.)
16
17
18
19
20
21
22
23
24
25

Appendix 3

SETTLEMENT SHEET

RE: CLIENT : **Janie Patteson**
CLAIM : **Proceeds from Divorce Case for equity in home**

Payment value as of finalizing divorce:	\$	32,000.00
Fees payable to Mark L. Honsaker:	\$	363.19
Less payments made to Janie Patteson since divorce:	\$	6,000.00
Less fees paid to Bill De La Garza & Associates, P.C.:	\$	636.81
Remaining Balance:	\$	25,000.00

I, Janie Patteson, hereby acknowledge receipt of a check in the amount of \$1,000.00 from Mark L. Honsaker this 11th day of April 2013. I further acknowledge and agree that the breakdown of payments from my divorce settlement set forth above are true and correct as of this date and that I am instructing Mark L. Honsaker to hold the remaining balance of \$25,000.00 in his possession and which he may utilize at his discretion provided all funds are paid to me or my estate as instructed herein. In this regard, Mr. Honsaker is instructed to utilize what funds are necessary for my benefit and to provide for me in the event of my incapacity. However, this does not bind Mr. Honsaker to any financial obligation above and beyond the amount of funds currently owed or which remain due and owing at the time of my incapacity or death. Should I die while any remaining funds are in Mr. Honsaker's possession, he is instructed to contact CAMC & LMC of Carroll TEXAS and he is authorized to disburse any remaining balance of funds that are owed to me to them in the event of my death. The money described above represents the full and final settlement of all claims I had in my divorce and I agree to the disbursements set out above and acknowledge that I have been provided with a copy of the settlement documents entered into between the parties to resolve my divorce. I am responsible for any remaining amounts due and owing for any liens, subrogation, or taxes that may exist by virtue of the settlement, and Mark L. Honsaker is under no obligation to pay any such amounts. I specifically instruct my attorney, Mark L. Honsaker, not to pay any other amounts out of the settlement proceeds other than those set out hereinabove and I specifically instruct Mark L. Honsaker not to discuss or communicate any further with Bill De La Garza & Associates, P.C. concerning these funds, or to provide them any documentation from this point forward as to the holding, payment, or distribution of any of the funds I have received or will receive in the future.

Janie Patteson

I further acknowledge that I have instructed Bill De La Garza & Associates, P.C. to immediately turnover to Mark L. Honsaker my entire divorce file and that Mark L. Honsaker will retain possession of the complete file regarding my divorce. I must notify Mark L. Honsaker in writing if I desire to retain any or all of the file materials. If I do not notify Mark L. Honsaker of my wish to retain the file materials, the file may be destroyed once all funds are paid out to either myself or my designated representative as set forth herein.

Janie Patteson

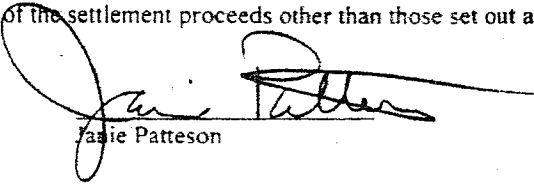


STATEMENT OF ACCOUNT AND FUNDING


RE: CLIENT : Janie Patteson
CLAIM : Updated balance of proceeds from Divorce Case for equity received from home

Total equity in home received at time of divorce:	\$ 32,000.00
Less attorney fees paid on April 11, 2013:	\$ 1,000.00
Less payments made to Janie Patteson on April 11, 2013:	\$ 6,000.00
Less attorney fees incurred since April 11, 2013 to date:	\$ 1,000.00
Less payments made to Janie Patteson since April 11, 2013 to date:	\$ 5,000.00
Remaining balance as of April 9, 2014:	\$ 19,000.00

I, Janie Patteson, hereby acknowledge receipt of check number 551 in the amount of \$5,000.00 from Mark L. Honsaker this 9th day of April, 2014. I further acknowledge and agree that the breakdown of payments made from the equity in my home received in my divorce settlement set forth above are true and correct as of this date and that I am authorizing and instructing Mark L. Honsaker to continue to manage said funds on my behalf which he may utilize at his discretion provided that all remaining funds are paid to me or my estate. In this regard, Mark L. Honsaker is authorized to make any remaining funds available which are reasonably necessary to care for me or provide for my necessary living expenses in the event of my incapacity. However, I understand that nothing herein binds Mark L. Honsaker to any financial obligation above and beyond the remaining balance of funds as documented herein, or which remain due and owing to me at the time of my incapacity or death. ~~Should I die while any remaining funds are in Mark L. Honsaker's possession,~~ he is instructed and authorized to disburse any remaining balance of funds to Colton Allen Michael Camillo and Levi Michael Camillo, in equal portions with each receiving one half of any remaining balance less attorney fees incurred to date of disbursement. The money described above represents the full and final settlement of all claims I had in my divorce and I agree to the disbursements set out above and acknowledge that I have been provided with a copy of the settlement documents entered into between the parties to resolve my divorce and any payments I have received from my settlement since that time. I am responsible for any remaining amounts due and owing for any liens, subrogation, or taxes that may exist by virtue of the settlement amount originally received and payments made therefrom to me by Mark L. Honsaker, and Mark L. Honsaker is under no obligation to pay any other amounts out of the settlement proceeds other than those previously paid as set forth above or which I am authorizing today. I specifically instruct my attorney, Mark L. Honsaker, not to pay any other amounts out of the settlement proceeds other than those set out above.


Janie Patteson

I further acknowledge that Mark L. Honsaker will retain possession of the complete file regarding my divorce. I must notify Mark L. Honsaker in writing if I desire to retain any or all of the file materials. If I do not notify Mark L. Honsaker of my wish to retain the file materials, the file may be destroyed once all funds are paid out to either myself or my designated representative as set forth herein.


Janie Patteson



STATEMENT OF ACCOUNT AND FUNDING

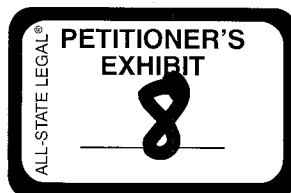
COPY

RE: CLIENT : Janie Patteson
CLAIM : Updated balance of proceeds from Divorce Case for equity received from home

Total equity in home received at time of divorce:	\$ 32,000.00
Less attorney fees paid on April 11, 2013:	\$ 1,000.00
Less payments made to Janie Patteson on April 11, 2013:	\$ 6,000.00
Less attorney fees incurred since April 11, 2013 to date:	\$ 1,000.00
Less payments made to Janie Patteson since April 11, 2013 to date:	\$ 5,000.00
Less payment made to Janie Patteson on June 4, 2014:	\$ 2,000.00
Less payment made to Janie Patteson on June 12, 2014:	\$ 3,000.00
Remaining balance as of June 12, 2014:	\$ 14,000.00

I, Janie Patteson, hereby acknowledge receipt of check number 552 in the amount of \$3,000.00 from Mark L. Honsaker this 12th day of June, 2014. I further acknowledge and agree that the breakdown of payments made from the equity in my home received in my divorce settlement set forth above are true and correct as of this date and that I am hereby revoking my authorization for Mark L. Honsaker to continue to manage said funds on my behalf. The remaining balance of the funds owed to me shall be released to me as Mr. Honsaker and I agree in writing, which agreement shall be entered into on or before June 20, 2014. The money described above represents the full and final settlement of all claims I had in my divorce and I agree to the disbursements set out above and acknowledge that I have been provided with a copy of the settlement documents entered into between the parties to resolve my divorce and any payments I have received from my settlement since that time. I am responsible for any remaining amounts due and owing for any liens, subrogation, or taxes that may exist by virtue of the settlement amount originally received and payments made therefrom to me by Mark L. Honsaker, and Mark L. Honsaker is under no obligation to pay any other amounts out of the settlement proceeds other than those previously paid as set forth above or which I am authorizing today. I specifically instruct my attorney, Mark L. Honsaker, not to pay any other amounts out of the settlement proceeds other than those set out above.

Janie Patteson



Appendix 4



The Supreme Court of Texas

CHIEF JUSTICE
NATHAN L. HECHT

201 West 14th Street Post Office Box 12248 Austin TX 78711
Telephone: 512/463-1312 Facsimile: 512/463-1365

CLERK
BLAKE A. HAWTHORNE

JUSTICES
PAUL W. GREEN
PHIL JOHNSON
DON R. WILLETT
EVA M. GUZMAN
DEBRA H. LEHRMANN
JEFFREY S. BOYD
JOHN P. DEVINE
JEFFREY V. BROWN

GENERAL COUNSEL
NINA HESS HSU

ADMINISTRATIVE ASSISTANT
NADINE SCHNEIDER

PUBLIC INFORMATION OFFICER
OSLER MCCARTHY

I, **Blake A. Hawthorne**, Clerk of the Supreme Court of Texas, as custodian of the roll of attorneys for the State of Texas, do hereby certify that upon searching the records in my custody, find said records show **Mark Llewellyn Honsaker** (State Bar of Texas Bar #00795425) was licensed to practice as an attorney and counselor at law in the State of Texas on May 03, 1996.

According to the records, Mark Llewellyn Honsaker was suspended from the active rolls for non-payment of dues and reinstatement from the date dues were paid to inception of suspension (Article III, Section 7(A), State Bar Rules), on the following dates respectively:

SUSPENDED

September 01, 2014

REINSTATEMENT GRANTED

September 03, 2014

The records further show, Mark Llewellyn Honsaker was suspended from the active rolls for non-compliance with the Minimum Continuing Legal Education requirements and was reinstated retroactively from the date reinstatement was granted to the original date of suspension on the following dates respectively:

SUSPENDED

June 30, 2015
June 30, 2014

REINSTATEMENT GRANTED

NOT REINSTATED
August 06, 2014

As of this date, this person is NOT currently authorized to practice as an attorney and counselor at law in the State of Texas. This certification expires 30 days from this date, unless sooner revoked or rendered invalid by operation or rule or law.

IN TESTIMONY WHEREOF, witness my hand and the

SEAL OF THE SUPREME COURT OF TEXAS
at the city of Austin,
this the 2nd day of September, 2016.

Blake A. Hawthorne
Clerk of the Supreme Court



1. Respondent is an attorney licensed to practice law in Texas and is a member of the STATE BAR OF TEXAS. Respondent's principal place of practice is Houston, Harris County, Texas. Therefore, this Court has jurisdiction over the parties and subject matter of this case, and venue is appropriate in Harris County, Texas;
2. Respondent has committed professional misconduct as defined by Rule 1.06W of the TEXAS RULES OF DISCIPLINARY PROCEDURE and in violation of one or more of the TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT; Article X, Section 9, of the STATE BAR RULES, and
3. Respondent violated the following TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT: **Rule 8.04(a)(3)** [a lawyer shall not engage in conduct involving misrepresentation].

Sanction

The Court, having found that Respondent has committed Professional Misconduct, heard and considered additional evidence regarding the appropriate sanction to be imposed against Respondent. After hearing evidence and argument, and after having considered the factors in Rule 3.10 of the TEXAS RULE OF DISCIPLINARY PROCEDURE, the Court finds that the appropriate sanction is a **FULLY PROBATED SUSPENSION**.

Accordingly, it is **ORDERED, ADJUDGED** and **DECREED** that Respondent be suspended from the practice of law for a period of six (6) months, with the suspension being fully probated pursuant to the terms stated below. The period of probated suspension shall begin on February 1, 2015, and shall end on July 31, 2015.

Terms of Probation

It is further **ORDERED** that during all periods of suspension, Respondent shall be under the following terms and conditions:

1. Respondent shall not violate any term of this *Judgment*.

2. Respondent shall not engage in professional misconduct as defined by Rule 1.06(W) of the TEXAS RULES OF DISCIPLINARY PROCEDURE.
3. Respondent shall not violate any state or federal criminal statutes.
4. Respondent shall keep the STATE BAR OF TEXAS membership department notified of current mailing, residence and business addresses and telephone numbers.
5. Respondent shall comply with Minimum Continuing Legal Education requirements.
6. Respondent shall comply with Interest on Lawyers Trust Account (IOLTA) requirements.
7. Respondent shall promptly respond to any request for information from the Chief Disciplinary Counsel in connection with any investigation of any allegations of professional misconduct.
8. Respondent shall pay all reasonable and necessary attorneys' fees and direct expenses to the STATE BAR OF TEXAS in the amount of One Thousand and No/100 Dollars (\$1,000.00). Respondent shall make five (5) monthly payments, each in the amount of Two Hundred and No/100 Dollars (\$200.00), which shall be due on February 15, 2015, March 15, 2015, April 15, 2015, May 15, 2015, and June 15, 2015, respectively. The payments shall be made by certified or cashier's check or money order. Respondent shall forward the funds, made payable to the STATE BAR OF TEXAS, to the Compliance Monitor, STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414 Colorado St., Austin, Texas 78701).
9. Respondent shall read the "Lawyer's Creed" and *Letters to a Young Lawyer*, Alan Dershowitz, by April 30, 2015. Within ten (10) days of the completion of these reading requirements, Respondent shall submit an affidavit verifying completion to the to the Compliance Monitor, at the STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414 Colorado St., Austin, Texas 78701).

Probation Revocation

Upon determination that Respondent has violated any term of this *Judgment*, the Chief Disciplinary Counsel may, in addition to all other remedies available, file a motion to revoke probation with the Court and serve a photocopy of the motion on Respondent pursuant to Tex.R.Civ.P. 21a.

The Court shall conduct an evidentiary hearing. At the hearing, the Court shall determine by a preponderance of the evidence whether Respondent has violated any term of this *Judgment*. If the Court finds grounds for revocation, the Court shall enter an order revoking probation and imposing an active suspension upon Respondent from the practice of law for a period of six (6) months commencing on or after the date of revocation. Respondent shall not be given credit for any term of probation served prior to revocation.

It is further **ORDERED** that any conduct on the part of Respondent which serves as the basis for a motion to revoke probation may also be brought as independent grounds for discipline as allowed under the TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT and TEXAS RULES OF DISCIPLINARY PROCEDURE.

Attorneys' Fees and Expenses

It is further **ORDERED** Respondent shall pay all reasonable and necessary attorneys' fees and direct expenses to the STATE BAR OF TEXAS in the amount of One Thousand and No/100 Dollars (\$1,000.00). Respondent shall make five (5) monthly payments, each in the amount of Two Hundred and No/100 Dollars (\$200.00), which shall be due on February 15, 2015, March 15, 2015, April 15, 2015, May 15, 2015, and June 15, 2015, respectively. The payments shall be made by certified or cashier's check or money order. Respondent shall forward the funds, made payable to the STATE BAR OF TEXAS, to the Compliance Monitor, STATE BAR OF TEXAS, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, Texas 78711-2487 (1414 Colorado St., Austin, Texas 78701).

It is further **ORDERED** that all amounts ordered herein are due to the misconduct of Respondent, are assessed as a part of the sanction in accordance with Rule 1.06(Z) of the TEXAS RULES OF DISCIPLINARY PROCEDURE. Any amount not paid shall accrue interest at the maximum

legal rate per annum until paid and the STATE BAR OF TEXAS shall have all writs and other post-judgment remedies against Respondent in order to collect all unpaid amounts.

Publication

This suspension shall be made a matter of record and appropriately published in accordance with the TEXAS RULES OF DISCIPLINARY PROCEDURE.

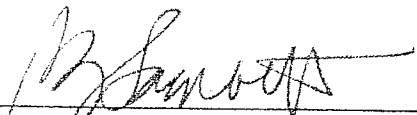
Other Relief

IT IS FURTHER ORDERED that the Clerk of this Court shall forward a certified copy of the current *Disciplinary Petition* on file in this case, along with a copy of this *Judgment* to the following: (1) Clerk of the SUPREME COURT OF TEXAS, Supreme Court Building, Austin, Texas 78711; (2) STATE BAR OF TEXAS, Office of the Chief Disciplinary Counsel, P. O. Box 12487, Austin, Texas 78711; and (3) Respondent, Mark L. Honsaker, 2045 Space Park Drive, Suite 210, Houston, Texas 77058.

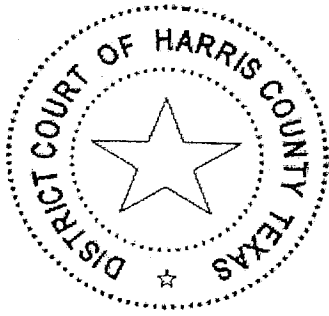
IT IS ORDERED that all costs of court incurred in the prosecution of this lawsuit shall be taxed against Respondent, for which the Clerk may have execution if they are not timely paid.

All requested relief not expressly granted herein is expressly **DENIED**.

SIGNED this 5 day of Feb, 2015.

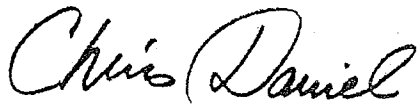


HONORABLE BETSY LAMBETH
JUDGE PRESIDING



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this February 12, 2015

Certified Document Number: 64202203 Total Pages: 5



Chris Daniel

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com