

BEFORE THE BOARD OF DISCIPLINARY APPEALS

APPOINTED BY
THE SUPREME COURT OF TEXAS



FILED
Jun 30 2025

THE BOARD of DISCIPLINARY APPEALS
Appointed by the Supreme Court of Texas

LAUREN ASHLEY HARRIS

STATE BAR OF TEXAS NO. 24080932,
APPELLANT,

v.

COMMISSION FOR LAWYER DISCIPLINE,
APPELLEE.

*On Appeal from Cause No. 202000647 [North]
Grievance Committee, District 14
Evidentiary Panel 14-2 of the State Bar of Texas*

XIV. APPENDIX

- 1) **ORDER ASSIGNING EVIDENTIARY PANEL**
ENTERED MARCH 29, 2021 BY COMMITTEE CHAIR WILLIAM TRAVIS BIGGS
DIST. 14 GRIEVANCE COMMITTEE OF THE STATE BAR OF TEXAS
 - 2) **ORDER FOR SUBSTITUTE SERVICE**
ENTERED MARCH 3, 2022 BY PANEL CHAIR DAVID BILES
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
 - 3) **ORDER ON MOTION FOR DEFAULT JUDGMENT**
ENTERED JANUARY 27, 2023 BY PANEL CHAIR TRAVIS BIGGS
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
 - 4) **DEFAULT JUDGMENT OF PARTIALLY PROBATED SUSPENSION**
ENTERED FEBRUARY 7, 2023 BY PANEL CHAIR TRAVIS BIGGS
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
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- 5) ORDER DENYING RESPONDENT'S MOTION TO STAY EXECUTION OF DEFAULT JUDGMENT OF PARTIALLY PROBATED SUSPENSION PENDING PANEL RULINGS AND/OR APPEAL & REQUEST FOR RECORD
ENTERED MARCH 24, 2023 BY PANEL CHAIR TRAVIS BIGGS
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
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- 6) ORDER DENYING RESPONDENT'S VERIFIED MOTION TO SET-ASIDE/VACATE DEFAULT JUDGMENT OF PARTIALLY PROBATED SUSPENSION AND/OR FOR NEW TRIAL
ENTERED MARCH 24, 2023 BY PANEL CHAIR TRAVIS BIGGS
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
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- 7) FINDINGS OF FACT AND CONCLUSIONS OF LAW AS TO RESPONDENT'S MOTION TO STAY EXECUTION OF DEFAULT JUDGMENT OF PARTIALLY PROBATED SUSPENSION ORDE PENDING PANEL RULINGS AND/OR APPEAL & REQUEST FOR RECORD
ENTERED MAY 2, 2023 BY PANEL CHAIR TRAVIS BIGGS
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
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- 8) FINDINGS OF FACT AND CONCLUSIONS OF LAW AS TO RESPONDENT'S VERIFIED MOTION TO SET-ASIDE/VACATE DEFAULT JUDGMENT OF PARTIALLY PROBATED SUSPENSION AND/OR FOR NEW TRIAL
ENTERED MAY 2, 2023 BY PANEL CHAIR TRAVIS BIGGS
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
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- 9) CAUSE NO. 202000647 (NORTH); CFLD v. LAUREN ASHLEY HARRIS; BEFORE DISTRICT 6 GRIEVANCE COMMITTEE, INVESTIGATORY HEARING PANEL 6-3 -- EXCERPTS OF RECORDING, ZOOM HEARING NOVEMBER 12, 2020 SETTING
MP4 FILE PROVIDED BY CDC ATTORNEY CARVELL, APRIL 9, 2025
TOTAL DURATION: 25M:05s
-
- 10) INVOICES CARPENTER & ASSOCIATES, FORMER APPELLANT COUNSEL
JUNE 2024-FEBRUARY 2025
ATTORNEYS' FEES TOTAL \$5,655.84
-
- 11) LEIGH & ASSOCIATES COURT REPORTER RECEIPTS
PAYMENT PAYMENT FEBRUARY 17, 2024 FOR \$350.00
-
- 12) ORDER DENYING RESPONDENT'S VERIFIED MOTION FOR FORMAL BILL OF EXCEPTION
ENTERED FEBRUARY 7 2024 BY PANEL CHAIR AMIE PEACE
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
-
- 13) "REFUSED" VERIFIED MOTION FOR FORMAL BILL OF EXCEPTION
FEBRUARY 8, 2024 DATE PANEL CHAIR AMIE PEACE MARKED "REFUSED"
EVIDENTIARY PANEL 14-2 OF DENTON COUNTY, TEXAS
-
- 14) CAUSE NO. 2011-20661-158 MALPRACTICE ACTION DENTON CO. TX
SNIDER VS W. TRAVIS BIGGS AND LAW OFFICE OF W. TRAVIS BIGGS, PLLC
-

APPENDIX #1

**BEFORE THE DISTRICT 14 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL _____
STATE BAR OF TEXAS**

**COMMISSION FOR LAWYER
DISCIPLINE,
Petitioner**

V.

**LAUREN ASHLEY HARRIS,
Respondent**

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CASE NO. 202000647

ORDER ASSIGNING EVIDENTIARY PANEL

Pursuant to Rule 2.17 of the TEXAS RULES OF DISCIPLINARY PROCEDURE, this pending evidentiary proceeding shall be assigned to a panel of the District 14 Grievance Committee as follows:

IT IS ORDERED this Evidentiary proceeding shall be assigned to **Evidentiary Panel 14- 2** as indicated on the attached roster.

SIGNED this the 29 day of March, 2021.



William "Travis" Travis Biggs
District 14 Grievance Committee Chair

APPENDIX #2

**BEFORE THE DISTRICT 14 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL 14-2
STATE BAR OF TEXAS**

**COMMISSION FOR LAWYER
DISCIPLINE,
Petitioner**

V.

**LAUREN ASHLEY HARRIS,
Respondent**

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CASE NO. 202000647 [North]

ORDER ON SUBSTITUTE SERVICE OF PROCESS

On this date, the Chair of the Evidentiary Panel 14-2 considered Petitioner's Motion for Substitute Service of Process and finds that Petitioner's attempts to serve LAUREN ASHLEY HARRIS ("Respondent") have been unsuccessful and that the substitute service requested in Petitioner's motion will be reasonably effective to give Respondent notice of the suit, and further finds that the Motion should be **GRANTED**, as set forth below.

IT IS ORDERED that service of Respondent in this disciplinary proceeding shall be made by leaving a true and correct copy of the following documents with anyone over sixteen years of age at Respondent's usual place of abode at 17303 Davenport Rd., Dallas, Texas 75248-1367, or by affixing the documents to the front door of said address, or in any other manner, including electronically by e-mail to lauren@lahlegal.com, or other email or technology, and that this method of service fulfills the requirements of service to Respondent and will be reasonably effective to give Respondent notice:

1. Letter to Respondent, dated July 30, 2021, enclosing Updated list of the 2021-2022 District 14 panel members;
2. Letter to Respondent, dated May 20, 2021, with file-marked Evidentiary Petition and Request for Disclosure;
3. Letter to Respondent, dated March 29, 2021, with Order Assigning Evidentiary Panel and original Evidentiary Panel Appointment; and
4. Any subsequent pleadings and other documents pertaining to this matter.

SIGNED on the 3rd day of March, 2022.


**David W. Biles
Chair, Evidentiary Panel 14-2**

Solo Page

APPENDIX #3

APPENDIX #4

Professional Misconduct

The Evidentiary Panel, having deemed all facts as alleged in the Evidentiary Petition true, finds Respondent has committed Professional Misconduct as defined by Rule 1.06(CC) of the Texas Rules of Disciplinary Procedure.

Findings of Fact

The Evidentiary Panel, having considered the allegations as deemed true, 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. Respondent resides in and maintains her principal place of practice in Dallas County, Texas.
3. Complainant, Lyndon North (North), hired Respondent on or about October 16, 2017, to represent him in a personal injury case.
4. In representing North, Respondent neglected the legal matter entrusted to her by failing to perform work on the case.
5. Respondent failed to promptly comply with reasonable requests from North for information about North's personal injury matter.
6. The Chief Disciplinary Counsel of the State Bar of Texas has incurred reasonable attorneys' fees associated with this Disciplinary Proceeding in the amount of One Thousand Nine Hundred Dollars (\$1,900.00).
7. The Chief Disciplinary Counsel of the State Bar of Texas has incurred direct expenses associated with this Disciplinary Proceeding in the amount of Eight Hundred Dollars (\$800.00).

Conclusions of Law

The Evidentiary Panel concludes that, based upon the foregoing findings of fact, the following Texas Disciplinary Rules of Professional Conduct have been violated: Rules 1.01(b)(1) and 1.03(a).

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, the Evidentiary Panel finds that the proper discipline of the Respondent for each act of Professional Misconduct is a Partially Probated Suspension.

Accordingly, it is **ORDERED, ADJUDGED and DECREED** that Respondent be suspended from the practice of law for a period of twelve (12) months, beginning February 1, 2023 and ending February 1, 2024. Respondent shall be actively suspended from the practice of law for a period of six (6) months beginning February 1, 2023 and ending July 31, 2023. The six (6) months period of probated suspension shall begin on August 1, 2023 and shall end on February 1, 2024.

Terms of Active Suspension

It is further **ORDERED** that during the term of active suspension ordered herein, or that may be imposed upon Respondent by the Board of Disciplinary Appeals as a result of a probation revocation proceeding, Respondent shall be prohibited from practicing law in Texas; holding herself 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 or Federal court or before any administrative body; or holding herself out to others or using her name, in any manner, in conjunction with the words "attorney at law," "attorney," "counselor at law," or "lawyer."

It is further **ORDERED** that, or before February 1, 2023, Respondent shall notify each of Respondent's current clients and opposing counsel in writing of this suspension.

In addition to such notification, it is further **ORDERED** Respondent shall return any files, papers, unearned monies and other property belonging to current clients in Respondent's possession to the respective clients or to another attorney at the client's request.

It is further **ORDERED** Respondent shall file with the State Bar of Texas, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, TX 78711-2487 (1414 Colorado St., Austin, TX 78701) on or before February 1, 2023, an affidavit stating all current clients and opposing counsel have been notified of Respondent's suspension and that all files, papers, monies and other property belonging to all current clients have been returned as ordered herein. If it is Respondent's assertion that at the time of suspension he possessed no current clients and/or Respondent was not in possession of any files, papers, monies or other property belonging to clients, Respondent shall submit an affidavit attesting that, at the time of suspension, Respondent had no current clients and did not possess any files, papers monies and other property belonging to clients.

It is further **ORDERED** Respondent shall, on or before February 1, 2023, 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.

It is further **ORDERED** Respondent shall file with the State Bar of Texas, Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, TX 78711-2487 (1414 Colorado St., Austin, TX 78701), on or before February 1, 2023, an affidavit stating Respondent has

notified in writing each and every justice of the peace, judge, magistrate, and chief justice of each and every court 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 in Court. If it is Respondent's assertion that at the time of suspension he was not currently listed as counsel or co-counsel in any matter pending before any justice of the peace, judge, magistrate, administrative judge or officer, or chief justice of any court or tribunal, Respondent shall submit an affidavit attesting to the absence of any such pending matter before any justice of the peace, judge, magistrate, administrative judge or officer, or chief justice.

It is further **ORDERED** that, on or before February 1, 2023, Respondent shall 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, TX 78711-2487 (1414 Colorado St., Austin, TX 78701), to be forwarded to the Supreme Court of Texas.

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(CC) of the Texas Rules of Disciplinary Procedure.
3. Respondent shall not violate any state or federal criminal statutes.
4. Respondent shall keep 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 make contact with the Chief Disciplinary Counsel's Offices' Compliance Monitor at 512-427-1334 and Special Programs Coordinator at 512-427-1343, not later than seven (7) days after receipt of a copy of this judgment to coordinate Respondent's compliance.

Probation Revocation

Upon information that Respondent has violated a term of this judgment, the Chief Disciplinary Counsel may, in addition to all other remedies available, file a motion to revoke probation pursuant to Rule 2.22 of the Texas Rules of Disciplinary Procedure with the Board of Disciplinary Appeals ("BODA") and serve a copy of the motion on Respondent pursuant to Tex.R.Civ.P. 21a.

BODA shall conduct an evidentiary hearing. At the hearing, BODA shall determine by a preponderance of the evidence whether Respondent has violated any term of this Judgment. If BODA finds grounds for revocation, BODA shall enter an order revoking probation and placing Respondent on active suspension from the date of such revocation order. 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.

Attorney's Fees and Expenses

It is further **ORDERED** Respondent shall pay all reasonable and necessary attorney's fees to the State Bar of Texas in the amount of One Thousand Nine Hundred Dollars (\$1,900.00). The payment shall be due and payable on or before August 1, 2023, 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 Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, TX 78711-2487 (1414 Colorado St., Austin, TX 78701).

It is further **ORDERED** Respondent shall pay all direct expenses to the State Bar of Texas in the amount of Eight Hundred Dollars (\$800.00). The payment shall be due and payable on or before August 1, 2023 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 Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, TX 78711-2487 (1414 Colorado St., Austin, TX 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(FF) 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.

It is further **ORDERED** that Respondent shall remain actively suspended from the practice of law as set out above until such time as Respondent has completely paid attorney's fees in the amount of One Thousand Nine Hundred Dollars (\$1,900.00) and

direct expenses in the amount of Eight Hundred Dollars (\$800.00) to the State Bar of Texas.

Publication

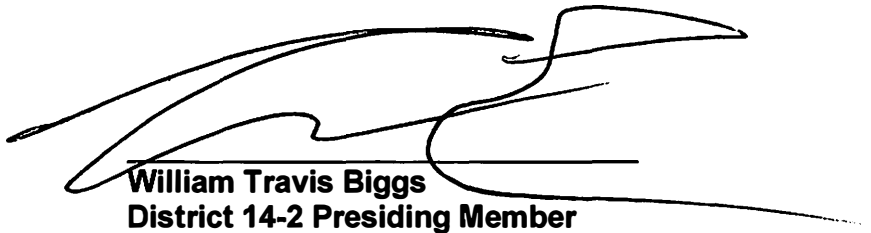
This suspension shall be made a matter of record and appropriately published in accordance with the Texas Rules of Disciplinary Procedure.

Other Relief

All requested relief not expressly granted herein is expressly DENIED.

SIGNED this 7 day of February, 2023.

**EVIDENTIARY PANEL 14-2
DISTRICT NO. 14
STATE BAR OF TEXAS**



**William Travis Biggs
District 14-2 Presiding Member**

APPENDIX #5

BEFORE THE DISTRICT 14 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL 14-2
STATE BAR OF TEXAS

COMMISSION FOR LAWYER
DISCIPLINE,
Petitioner

V.

LAUREN ASHLEY HARRIS,
Respondent

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CASE NO. 202000647 [North]

**ORDER ON RESPONDENT'S MOTION TO STAY EXECUTION OF
DEFAULT JUDGMENT FOR PARTIALLY PROBATED SUSPENSION PENDING
PANEL RULINGS AND/OR APPEAL AND REQUEST FOR RECORD**

ON THIS DAY came to be considered the *Respondent's Motion to Stay Execution of Default Judgment for Partially Probated Suspension Pending Panel Rulings and/or Appeal and Request for Record* filed in the above-styled and numbered cause. After consideration of any and all evidence and argument submitted, the Panel is of the opinion that Respondent's motion should be and is hereby:

 X **DENIED**
 GRANTED

It is so ORDERED. All such other relief requested is hereby DENIED.

SIGNED on the 24 day of March, 2023.



William Travis Biggs
Evidentiary Panel Chair, Panel 14-2

APPENDIX #6

BEFORE THE DISTRICT 14 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL 14-2
STATE BAR OF TEXAS

COMMISSION FOR LAWYER
DISCIPLINE,
Petitioner

V.

LAUREN ASHLEY HARRIS,
Respondent

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CASE NO. 202000647 [North]

**ORDER ON RESPONDENT'S VERIFIED MOTION TO SET ASIDE/VACATE
DEFAULT JUDGMENT & FOR NEW TRIAL**

ON THIS DAY came to be considered the *Respondent's Verified Motion to Set Aside/Vacate Default Judgment & for New Trial* filed in the above-styled and numbered cause. After consideration of any and all evidence and argument submitted, the Panel is of the opinion that Respondent's motion should be and is hereby:

 X **DENIED**
 GRANTED

It is so ORDERED. All such other relief requested is hereby DENIED.

SIGNED on the 24 day of March, 2023.



William Travis Biggs
Evidentiary Panel Chair, Panel 14-2

APPENDIX #7



**BEFORE THE DISTRICT 14 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL 14-2
STATE BAR OF TEXAS**

**COMMISSION FOR LAWYER
DISCIPLINE,
Petitioner**

V.

**LAUREN ASHLEY HARRIS,
Respondent**

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CASE NO. 202000647 [North]

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On March 24, 2023, the Evidentiary Panel conducted a hearing regarding *Respondent's Motion to Stay Execution of Default Judgment for Partially Probated Suspension Pending Panel Rulings and/or Appeal and Request for Record*. Petitioner appeared through counsel. Respondent appeared pro se. The Panel entered an Order on that date, denying the motion.

The Evidentiary Panel, upon consideration of the motion and of any and all evidence submitted, makes the following findings of fact and conclusions of law, and does so in writing in response to Respondent's request for same, and in support of the Order, shows as follows:

A. Findings of Fact

1. Petitioner is the Commission for Lawyer Discipline ("Petitioner").
2. Respondent is Lauren Ashley Harris, Texas Bar Number **24080932** ("Respondent")
3. Respondent is an attorney licensed to practice law in Texas and is a member of the State Bar of Texas.
4. Respondent's principal place of practice was Denton County, Texas, at time of filing the Evidentiary Petition. This Court has jurisdiction over the parties and subject matter of this case, and venue is appropriate in Denton County, Texas.
5. The Evidentiary Panel finds that Respondent was properly served with the Evidentiary Petition. Respondent was required to file a responsive pleading to the Evidentiary Petition,

pursuant to Rule 2.17B of the Texas Rules of Disciplinary Procedure. Respondent failed to timely file a responsive pleading to the Evidentiary Petition.

6. The Evidentiary Panel finds that Respondent was properly served with notice of default hearing; though, notice was not required, as per Rule 2.17O. Respondent failed to appear at default hearing.
7. The Evidentiary Panel finds that the Default Judgment of Partially Probated Suspension, entered on February 7, 2023, for twelve-month partially probated suspension, and which includes a six-month active suspension period from the practice of law, imposed upon Respondent in this disciplinary matter for violating Rules 1.01(b)(1) and 1.03(a) of the Texas Disciplinary Rules of Professional Conduct, was properly entered with an appropriate sanction.
8. The Evidentiary Panel finds that Respondent failed to meet her burden under Rule 2.24 of the Texas Rules of Disciplinary Procedure, which prescribes that "Respondent carries the burden of proof by preponderance of the evidence to establish by competent evidence that the Respondent's continued practice of law does not pose a continuing threat to the welfare of Respondent's clients or to the public".

B. Conclusions of Law

9. Upon hearing on March 24, 2023, regarding *Respondent's Motion to Stay Execution of Default Judgment for Partially Probated Suspension Pending Panel Rulings and/or Appeal and Request for Record*, the Evidentiary Panel denied Respondent's motion.
10. The Evidentiary Panel concludes that Respondent has failed to meet her burden of proof by preponderance of the evidence, under Rule 2.24 of the Texas Rules of Disciplinary Procedure, and has failed to show that her continued practice of law as an attorney would not pose a continuing threat to the welfare of her clients or to the public.
11. The Evidentiary Panel concludes that the Default Judgment of Partially Probated Suspension, entered on February 7, 2023, was properly entered with an appropriate sanction and that this default judgment is not stayed but will remain in effect in accordance with the terms of said judgment.
12. The *Order on Respondent's Motion to Stay Execution of Default Judgment for Partially Probated Suspension Pending Panel Rulings and/or Appeal and Request for Record*, was signed by the Panel Chair and was entered on March 24, 2023, and denied Respondent's motion.

SIGNED this 2 day of May, 2023.


William Travis Biggs
Evidentiary Panel Chair, Panel 14-2

APPENDIX #8



**BEFORE THE DISTRICT 14 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL 14-2
STATE BAR OF TEXAS**

**COMMISSION FOR LAWYER
DISCIPLINE,
Petitioner**

V.

**LAUREN ASHLEY HARRIS,
Respondent**

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CASE NO. 202000647 [North]

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On March 24, 2023, the Evidentiary Panel conducted a hearing regarding *Respondent's Verified Motion to Set Aside/Vacate Default Judgment & For New Trial*. Petitioner appeared through counsel of record. Respondent, Lauren Ashley Harris, appeared pro se. The Panel entered an Order on that date, denying the motion.

The Evidentiary Panel, upon consideration of the motion and of any and all evidence submitted, makes the following findings of fact and conclusions of law, and does so in writing in response to Respondent's request for same, and in support of the Order, shows as follows:

A. Findings of Fact

1. Petitioner is the Commission for Lawyer Discipline ("Petitioner").
2. Respondent is Lauren Ashley Harris, Texas Bar Number **24080932** ("Respondent")
3. Respondent is an attorney licensed to practice law in Texas and is a member of the State Bar of Texas.
4. Respondent's principal place of practice was Denton County, Texas, at time of filing the Evidentiary Petition. This Court has jurisdiction over the parties and subject matter of this case, and venue is appropriate in Denton County, Texas.
5. The Evidentiary Panel finds that Respondent was properly served with the Evidentiary Petition. Respondent was required to file a responsive pleading to the Evidentiary Petition, pursuant to Rule 2.17B of the Texas Rules of Disciplinary Procedure. Respondent failed to timely file a responsive pleading to the Evidentiary Petition.

6. The Evidentiary Panel finds that Respondent was properly served with notice of default hearing; though, notice was not required, as per Rule 2.17O. Respondent failed to appear at default hearing.
7. The Evidentiary Panel finds that the Default Judgment of Partially Probated Suspension, entered on February 7, 2023, for twelve-month partially probated suspension, and which includes a six-month active suspension period from the practice of law, imposed upon Respondent in this disciplinary matter for violating Rules 1.01(b)(1) and 1.03(a) of the Texas Disciplinary Rules of Professional Conduct, was properly entered with an appropriate sanction.
8. The Evidentiary Panel finds that Respondent fails to satisfy the conditions required under *Craddock v. Sunshine Bus Lines*, 133 S.W.2d 124 (Tex. 1939) to set aside the default judgment, by: 1) failing to show that Respondent's failure to file a timely Answer was not intentional or the result of conscious indifference but due to mistake or accident, 2) failing to set up a meritorious defense in the motion for new trial, and 3) failing to show that the granting of her motion would cause no delay or otherwise work an injury to the Petitioner.

B. Conclusions of Law

9. Upon hearing on March 24, 2023, regarding *Respondent's Verified Motion to Set Aside/Vacate Default Judgment & For New Trial*, the Evidentiary Panel denied Respondent's motion.
10. The Evidentiary Panel concludes that Respondent has failed to satisfy the conditions required under *Craddock v. Sunshine Bus Lines*, 133 S.W.2d 124 (Tex. 1939) to set aside the default judgment, by: 1) failing to show that Respondent's failure to file a timely Answer was not intentional or the result of conscious indifference but due to mistake or accident, 2) failing to set up a meritorious defense in the motion for new trial, and 3) failing to show that the granting of her motion would cause no delay or otherwise work an injury to the Petitioner.
11. The Evidentiary Panel concludes that the Default Judgment of Partially Probated Suspension, entered on February 7, 2023, was properly entered with an appropriate sanction and that this default judgment is not set aside nor vacated but will remain in effect in accordance with the terms of said judgment, and the request for new trial is denied.
12. The *Order on Respondent's Verified Motion to Set Aside/Vacate Default Judgment & For New Trial*, was signed by the Panel Chair and was entered on March 24, 2023, and denied Respondent's motion.

SIGNED this 2 day of May, 2023.



William Travis Biggs
Evidentiary Panel Chair, Panel 14-2

APPENDIX #9

DISTRICT 6 GRIEVANCE COMMITTEE, INVESTIGATORY PANEL 6-3
OF THE STATE BAR OF TEXAS

CFLD

v

CAUSE NO.: 202000647/NORTH

LAUREN ASHLEY HARRIS

SBN: 24080932

NOVEMBER 12, 2020 INVESTIGATORY HEARING

by ZOOM

Transcript Excerpts

EXCERPT 1

00:00:03.180 --> 00:00:03.620	CDC STAFF:	Okay
00:00:03.620 --> 00:00:04.380		I've started recording
00:00:04.500 --> 00:00:04.580		Ms.
00:00:04.580 --> 00:00:04.860		Dusler.
00:00:05.480 --> 00:00:05.720	PANEL CHAIR:	All right
00:00:05.720 --> 00:00:06.020		perfect.
00:00:07.020 --> 00:00:07.780		And we're
00:00:07.900 --> 00:00:08.359		by the way
00:00:08.359 --> 00:00:09.040		before we do this
00:00:09.040 --> 00:00:10.880		we're on North first?
00:00:11.620 --> 00:00:11.880	LAURIE GUERRA:	Yes.
00:00:12.500 --> 00:00:12.740	PANEL CHAIR:	Okay
00:00:13.240 --> 00:00:13.600		all right.
00:00:13.760 --> 00:00:14.300		Good morning
00:00:14.300 --> 00:00:15.280		my name is Susan Dusler.
00:00:15.400 --> 00:00:17.200		I'm the chair of this investigatory panel of
00:00:17.200 --> 00:00:18.580		the District Six Grievance Committee.
00:00:19.240 --> 00:00:23.200		Case number 202000647.
00:00:23.700 --> 00:00:25.700		This is an investigatory hearing on a grievance
00:00:25.700 --> 00:00:28.560		filed by Lyndon North against Lauren Ashley Harris.
00:00:29.080 --> 00:00:30.360		And I call this to order.
00:00:30.360 --> 00:00:32.960		The panel is gonna consist of four members today.
00:00:33.420 --> 00:00:34.740		I'm the panel chair and I'm a lawyer
00:00:34.920 --> 00:00:35.740		a quorum is present.
00:00:36.000 --> 00:00:38.220		The other panel members are Lindsey Hedrick
00:00:38.340 --> 00:00:38.900		who's an attorney
00:00:39.920 --> 00:00:41.720		Andrew Gould is an attorney
00:00:41.940 --> 00:00:42.500		Bill Perryman
00:00:42.500 --> 00:00:43.880		who's a public member and not a lawyer.
00:00:45.240 --> 00:00:47.740		For the chief disciplinary counsel's office

00:00:47.840 --> 00:00:49.580		we have Laurie Guerra
00:00:49.720 --> 00:00:52.440		who's the attorney and investigator Elena Wolf.
00:00:52.720 --> 00:00:54.620		We also have two other people present from
00:00:54.620 --> 00:00:55.540		the CDC's office.
00:00:55.980 --> 00:00:57.880		One is a facilitator and one is in training.
00:00:57.880 --> 00:00:58.760		Um
00:00:59.000 --> 00:01:01.080		and then I believe we also have Lauren Harris
00:01:01.080 --> 00:01:01.480		um
00:01:01.480 --> 00:01:02.140		who is here
00:01:02.140 --> 00:01:02.820		um
00:01:02.820 --> 00:01:04.500		as the respondent and she's representing herself.
00:01:04.500 --> 00:01:04.980		Is that correct?
00:01:04.980 --> 00:01:05.140		Ms.
00:01:05.260 --> 00:01:05.300		Harris?
00:01:06.420 --> 00:01:06.700	LAUREN HARRIS:	That's correct.
00:01:07.340 --> 00:01:07.560	PANEL CHAIR:	Okay.
00:01:07.860 --> 00:01:08.239		Um
00:01:08.239 --> 00:01:10.200		we're here to investigate allegations of professional
00:01:10.200 --> 00:01:10.720		misconduct.
00:01:10.720 --> 00:01:12.980		The panel has received and read all of the
00:01:12.980 --> 00:01:14.560		materials that have been submitted by the complainant
00:01:14.560 --> 00:01:15.180		and respondent.
00:01:15.280 --> 00:01:18.200		This is informal and non-adversarial and testimony
00:01:18.200 --> 00:01:19.260		will be taken under oath
00:01:19.360 --> 00:01:20.700		but the proceeding is being recorded.
00:01:21.140 --> 00:01:23.020		Other than the CDC's recording device
00:01:23.240 --> 00:01:25.460		no cameras or tape recorders are allowed into this room.
00:01:26.020 --> 00:01:28.880		Pursuant to 2.12f of the Texas Rules of Disciplinary
00:01:28.880 --> 00:01:29.460		Procedure
00:01:30.560 --> 00:01:32.540		this hearing is strictly confidential and recording
00:01:32.540 --> 00:01:35.340		can only be released for use in future disciplinary
00:01:35.340 --> 00:01:35.700		matters.
00:01:36.060 --> 00:01:38.000		All participants have to ask to conduct themselves
00:01:38.000 --> 00:01:39.660		with respect as if you're in a court of law.
00:01:39.900 --> 00:01:41.620		If you become adversarial or disruptive
00:01:41.740 --> 00:01:43.120		you will be excused from the hearing.
00:01:43.580 --> 00:01:44.700		At the conclusion of this hearing
00:01:44.700 --> 00:01:46.380		all witnesses will be dismissed and the panel
00:01:46.380 --> 00:01:46.900		will deliberate.
00:01:47.420 --> 00:01:48.840		If the panel believes there's enough credible
00:01:48.840 --> 00:01:50.820		evidence to support a finding of professional conduct.
00:01:51.560 --> 00:01:53.140		The panel will recommend a sanction ranging
00:01:53.140 --> 00:01:54.720		from private reprimand to disbarment.
00:01:55.340 --> 00:01:56.960		The respondent will be contacted in writing
00:01:56.960 --> 00:01:58.700		from the office of the chief disciplinary counsel

00:01:58.700 --> 00:01:59.760		after the deliberations.
00:02:00.200 --> 00:02:00.700		At this time
00:02:00.700 --> 00:02:03.500		I ask anyone present to give testimony to
00:02:04.120 --> 00:02:06.280		raise their right hand and be sworn in.
		(Lauren Harris raises her right hand).
00:02:08.900 --> 00:02:09.199		Ms.
00:02:09.280 --> 00:02:09.539		Harris
00:02:09.660 --> 00:02:11.600		do you swear or affirm to tell the whole truth
00:02:11.600 --> 00:02:12.900		and nothing but the truth to help you God?
00:02:13.940 --> 00:02:14.199	LAUREN HARRIS:	I do.
00:02:14.199 --> 00:02:15.139	PANEL CHAIR:	Okay
00:02:15.320 --> 00:02:16.940		and do I have your agreement that neither you
00:02:16.940 --> 00:02:19.460		nor anyone acting on your behalf other than
00:02:19.460 --> 00:02:21.400		the chief disciplinary counsel's office will
00:02:21.400 --> 00:02:22.820		not record any part of this proceeding?
00:02:23.800 --> 00:02:24.360	LAUREN HARRIS: .	Absolutely

EXCERPT 2:

00:07:24.550 --> 00:07:25.350	LAUREN HARRIS:	So Mr.
00:07:25.450 --> 00:07:26.890		North was in Washington State
00:07:27.010 --> 00:07:28.870		and he did not have a working cell phone for
00:07:28.870 --> 00:07:31.250		most of that time he would go into town occasionally
00:07:31.250 --> 00:07:32.130		and try to call me.
00:07:33.030 --> 00:07:34.350		And that would be hit or miss.
00:07:34.790 --> 00:07:37.070		I was unable to communicate with him for several months
00:07:37.450 --> 00:07:39.350		and the emails and I
00:07:39.530 --> 00:07:41.170		and the text messages that were transpired
00:07:41.170 --> 00:07:43.750		between us were all submitted as exhibits.
00:07:47.649 --> 00:07:48.649	PANEL CHAIR:	Did You--
	LAUREN HARRIS:	He was -- I'm sorry
	PANEL CHAIR:	No go ahead.
00:07:50.070 --> 00:07:51.810	LAUREN HARRIS:	He was informed that his case was dismissed
00:07:51.930 --> 00:07:53.090		but after I got co-counsel
00:07:53.270 --> 00:07:55.030		so the co-counsel and him corresponded for
00:07:55.030 --> 00:07:55.890		the last month of that
00:07:56.230 --> 00:07:58.150		and I had drafted the new trial document so
00:07:58.150 --> 00:07:59.330		that co-counsel could file it.

EXCERPT 3:

00:09:38.890 --> 00:09:40.910	LAUREN HARRIS:	I also shouldn't have been on the case because
00:09:40.910 --> 00:09:43.890		of rule 3.04 attorney as witness because
00:09:43.890 --> 00:09:45.410		it's a second tier suit.
00:09:45.830 --> 00:09:47.450		The underlying suit of every single demand
00:09:47.450 --> 00:09:49.190		letter between me and the insurance company
00:09:49.190 --> 00:09:50.830		was me being the witness.

00:09:50.830 --> 00:09:53.110	I will be the one that has to testify as to
00:09:53.110 --> 00:09:55.570	the bad faith conduct of the insurer because
00:09:55.570 --> 00:09:56.310	we're suing him directly.
00:09:57.210 --> 00:09:59.330	And so I had told Mr.
00:09:59.330 --> 00:10:01.650	North that I could not proceed on the case
00:10:01.650 --> 00:10:02.410	from the outset.
00:10:02.750 --> 00:10:03.710	They needed to get another attorney.
00:10:04.090 --> 00:10:05.330	I tried to get co-counsel many
00:10:05.470 --> 00:10:06.930	many times during the course of the case.
00:10:07.350 --> 00:10:08.190	And then at the very end
00:10:08.190 --> 00:10:09.550	I convinced Mr.
00:10:09.550 --> 00:10:11.750	Julius to take it just to make sure that the
00:10:11.750 --> 00:10:13.810	documents were filed on time for a motion for
00:10:13.810 --> 00:10:14.230	a new trial.
00:10:14.930 --> 00:10:15.090	Mr.
00:10:15.090 --> 00:10:16.170	North did not respond to Mr.
00:10:16.290 --> 00:10:16.570	Julius
00:10:16.830 --> 00:10:17.710	and therefore
00:10:17.710 --> 00:10:18.390	they were not filed.

EXCERPT 4:		
00:11:15.790 --> 00:11:18.690	LAURIE GUERRA:	I think that when you were representing this
00:11:18.690 --> 00:11:19.870		complainant
00:11:19.870 --> 00:11:22.030		you were dealing with two different insurance companies
00:11:22.250 --> 00:11:22.470		correct?
00:11:22.690 --> 00:11:24.150		Farmers Insurance and State Farm?
00:11:24.690 --> 00:11:25.210	LAUREN HARRIS:	Correct.
00:11:25.970 --> 00:11:29.090	LAURIE GUERRA:	And Farmers Insurance represented the alleged
00:11:29.090 --> 00:11:29.790		drunk driver
00:11:30.170 --> 00:11:31.950		and then State Farm represented the
00:11:31.950 --> 00:11:34.310		was covering the complainant
00:11:34.310 --> 00:11:34.950		is what I should say?
00:11:36.090 --> 00:11:36.210	LAUREN HARRIS:	Yes.
00:11:36.890 --> 00:11:37.130	LAURIE GUERRA:	Okay.
00:11:37.410 --> 00:11:37.670	LAUREN HARRIS:	That's correct.
00:11:38.390 --> 00:11:38.910	LAURIE GUERRA:	So when I'm
00:11:39.110 --> 00:11:39.290		when I
00:11:39.790 --> 00:11:41.770		there is an exhibit that shows that you sent
00:11:41.770 --> 00:11:45.350		an invoice to the complainant and that he signed it.
00:11:45.450 --> 00:11:47.830		I believe it's bait stamp page number 76.
00:11:49.090 --> 00:11:49.450		Um
00:11:49.770 --> 00:11:51.750		that was dealing with farmers insurance
00:11:51.970 --> 00:11:53.010	LAUREN HARRIS:	Correct.
00:11:53.250 --> 00:11:54.390		The only settlement that occurred.

EXCERPT 5:

00:13:06.430 --> 00:13:09.050	LAURIE GUERRA:	did you do anything after the dismissal to contact the court or the complainant about the dismissal.
00:13:09.050 --> 00:13:11.650		
00:13:12.250 --> 00:13:12.770		
00:13:13.370 --> 00:13:16.810	LAUREN HARRIS:	So we had 30 days to request a new trial or to set aside the default judgment. And I made sure to draft those documents and had them in the hands of co-counsel. And he was waiting on permission. He had to have consent from the client. He cannot proceed without it, and he did not receive it.
00:13:16.810 --> 00:13:18.490		
00:13:19.150 --> 00:13:21.650		
00:13:21.650 --> 00:13:23.050		
00:13:23.450 --> 00:13:24.870		
00:13:25.150 --> 00:13:26.530		
00:13:26.650 --> 00:13:28.390		
00:13:28.890 --> 00:13:30.330		
00:13:30.330 --> 00:13:30.710	LAURIE GUERRA:	Okay.
00:13:31.330 --> 00:13:32.210	PANEL CHAIR:	Who's your co-counsel?
00:13:32.210 --> 00:13:35.910	LAUREN HARRIS:	His name was Ben Julius and he did me-- --did me a favor by taking it because many attorneys would not.
00:13:35.910 --> 00:13:38.190		
00:13:38.190 --> 00:13:38.610		
00:13:41.940 --> 00:13:42.040	PANEL CHAIR:	Okay.
00:13:49.040 --> 00:13:51.480	PERRYMAN:	Was Mr. North aware that you were handing the case off to Mr. Julius.
00:13:51.480 --> 00:13:52.840		
00:13:54.160 --> 00:13:56.060	LAUREN HARRIS:	Mr. North was aware that I was attempting to hand the case to anyone I possibly could and he also said that he was seeking counsel on his own but never received any.
00:13:56.060 --> 00:13:57.840		
00:13:57.840 --> 00:13:59.940		
00:13:59.940 --> 00:14:01.520		
00:14:02.260 --> 00:14:03.040	PERRYMAN:	And there was there was never any communication between Mr Julius and Mr North.
00:14:03.220 --> 00:14:05.900		
00:14:05.900 --> 00:14:08.220		
00:14:08.220 --> 00:14:08.460	LAUREN HARRIS:	No, there was multiple communications between them.
00:14:08.460 --> 00:14:10.560		
00:14:11.160 --> 00:14:11.400	PERRYMAN:	OK but he could not get a signed agreement to represent Mr. North
00:14:11.580 --> 00:14:17.580		
00:14:17.580 --> 00:14:18.000		
00:14:19.080 --> 00:14:19.620	LAUREN HARRIS:	The consent the final consent-- Yes sir. Yes.
00:14:19.780 --> 00:14:20.040		
00:14:20.620 --> 00:14:20.960		
00:14:21.200 --> 00:14:21.380		
00:14:21.480 --> 00:14:21.840	PERRYMAN:	OK.
00:14:25.860 --> 00:14:27.320	ATTORNEY GOULD:	How long have you been practicing Miss Harris?
00:14:27.580 --> 00:14:27.980		
00:14:29.200 --> 00:14:32.240	LAUREN HARRIS:	I was licensed in May of 2012.
00:14:33.520 --> 00:14:35.060	ATTORNEY GOULD:	And have you always had your own firm?
00:14:35.720 --> 00:14:36.320	LAUREN HARRIS:	No I started my own firm in April 2016. 16.
00:14:36.780 --> 00:14:39.000		
00:14:39.000 --> 00:14:39.120		
00:14:41.460 --> 00:14:44.900	PANEL CHAIR:	Where were you before that a firm or in-house somewhere?

00:14:45.840 --> 00:14:47.540	LAUREN HARRIS:	I was at many firms.
00:14:47.640 --> 00:14:48.900		The last one that I was at as an associate
00:14:48.900 --> 00:14:50.320		attorney was called Cutler Smith.
00:14:50.580 --> 00:14:52.580		It's a construction litigation law firm that
00:14:52.580 --> 00:14:53.780		mostly did insurance defense.
00:14:54.460 --> 00:14:55.460		Before that it was
00:14:56.780 --> 00:14:58.820		well I think they changed the name now
00:14:58.940 --> 00:15:00.880		but when I was there it was Atkerson
00:15:01.060 --> 00:15:01.820		Hauder and Bezney
00:15:02.000 --> 00:15:05.060		which was a commercial general liability policy
00:15:05.060 --> 00:15:05.880		of insurance--
00:15:06.080 --> 00:15:06.960		--basically insurance defense.
00:15:18.950 --> 00:15:20.930	PANEL CHAIR:	Does anyone else have any Any other questions for Ms.
00:15:20.930 --> 00:15:21.230		Harris?
00:15:22.910 --> 00:15:23.910	ELENA WOLFE:	Why could Mr.
00:15:24.010 --> 00:15:26.010		Julius so easily communicate with the client
00:15:26.010 --> 00:15:27.630		and you couldn't?
00:15:27.630 --> 00:15:29.530	LAUREN HARRIS:	He was calling him every day after he
00:15:29.750 --> 00:15:29.990		I guess
00:15:29.990 --> 00:15:30.870		got back into town.
00:15:31.690 --> 00:15:33.910		I was not made aware when he came back into
00:15:33.910 --> 00:15:35.310		town even though I asked him for deposition
00:15:35.310 --> 00:15:36.170		dates many times.
00:15:39.850 --> 00:15:41.310	ELENA WOLFE:	And did he have an email address?
00:15:43.250 --> 00:15:43.650	LAUREN HARRIS:	Mr.
00:15:43.650 --> 00:15:45.770		North is incapable almost of doing text messages.
00:15:47.350 --> 00:15:48.330	LAUREN HARRIS:	He has one --
	ELENA WOLFE:	Would you say that's the reason?
00:15:49.390 --> 00:15:52.530	LAUREN HARRIS:	--I did set him up an email address when we first started.
00:15:52.530 --> 00:15:54.290		So he had a yahoo email address that I would
00:15:54.290 --> 00:15:56.270		send things to, I do not think that he checked it.
00:15:58.860 --> 00:16:00.960	PANEL CHAIR:	Would you say that he was a difficult client?
00:16:03.020 --> 00:16:03.460	LAUREN HARRIS:	Yes

EXCERPT 6:

00:16:36.310 --> 00:16:37.270	LAURIE GUERRA:	Just lastly
00:16:37.410 --> 00:16:39.850		is there anything that you want the panel to know about
00:16:40.710 --> 00:16:42.910		anything that you might consider a mitigating
00:16:42.910 --> 00:16:43.430		circumstance
00:16:43.650 --> 00:16:45.910		anything going on that impaired your ability
00:16:45.910 --> 00:16:47.350		to practice law during that period?
00:16:47.730 --> 00:16:49.670	LAUREN HARRIS:	Yes--
	LAURIE GUERRA:	Or was it just a work issue?
00:16:50.470 --> 00:16:50.950	LAUREN HARRIS:	Well
00:16:51.330 --> 00:16:51.710		I

00:16:52.290 --> 00:16:53.690		overall
00:16:54.150 --> 00:16:56.130		I have had a difficulty with my docket.
00:16:57.190 --> 00:16:58.270		As a solo practitioner
00:16:58.650 --> 00:17:00.770		I was too many contingency cases and not enough
00:17:00.770 --> 00:17:02.830		retainer cases to keep you afloat and I have
00:17:02.830 --> 00:17:05.710		not entered into any litigation financing companies'
00:17:05.710 --> 00:17:08.310		Agreements, I think that they-- no offense to
00:17:08.310 --> 00:17:10.109		anyone-- I think that so far they've been--
00:17:10.750 --> 00:17:13.470		--not of the caliber of people I wanted to get
00:17:13.470 --> 00:17:16.369		into business with, and I have been overextended.
00:17:16.849 --> 00:17:18.670		I've been slowly but surely trying to get my
00:17:18.670 --> 00:17:19.530		docket shaved down
00:17:19.630 --> 00:17:20.510		but it's been very difficult.
00:17:21.190 --> 00:17:21.589		Also
00:17:21.589 --> 00:17:22.329		during that time
00:17:22.329 --> 00:17:23.210		I had a very
00:17:23.349 --> 00:17:24.170		um
00:17:24.690 --> 00:17:25.069		I was
00:17:25.250 --> 00:17:26.470		I don't know what the word would be.
00:17:26.470 --> 00:17:27.470		I was hacked.
00:17:27.869 --> 00:17:31.410		All of my documents were deleted and I recovered
00:17:31.410 --> 00:17:32.190		as much as I could.
00:17:32.630 --> 00:17:35.010		The only case I think that I filed something
00:17:35.010 --> 00:17:36.670		in to make sure that the judge was aware
00:17:37.490 --> 00:17:39.670		was this case as a matter of fact.

EXCERPT 7:		
00:18:20.050 --> 00:18:20.830	PANEL CHAIR:	What was hacked
00:18:21.270 --> 00:18:21.790		specifically?
00:18:23.530 --> 00:18:24.470	LAUREN HARRIS:	So I have a Mac --
	PANEL CHAIR:	The email--
00:18:24.470 --> 00:18:25.950	PANEL CHAIR:	Your email or the practice management system
00:18:25.950 --> 00:18:26.490		that you had.
00:18:27.470 --> 00:18:27.650	LAUREN HARRIS:	Oh
00:18:27.650 --> 00:18:27.750		no
00:18:27.750 --> 00:18:29.670		I didn't have a practice management system at that time.
00:18:29.950 --> 00:18:30.210		In fact--
00:18:30.310 --> 00:18:30.510		I was--
00:18:30.630 --> 00:18:32.190	PANEL CHAIR:	So your whole computer was hacked?
00:18:33.050 --> 00:18:33.410	LAUREN HARRIS:	Yes
00:18:33.510 --> 00:18:34.330		which was everything
00:18:34.450 --> 00:18:35.330		because I had one Mac.

EXCERPT 8:		
00:19:49.740 --> 00:19:50.920	ATTORNEY GOULD:	Do you have any staff?

00:19:51.880 --> 00:19:52.680	LAUREN HARRIS:	I do not.
00:19:53.460 --> 00:19:54.780	ATTORNEY GOULD:	Do you have an office?
00:19:56.500 --> 00:19:57.460		Where do you office?
00:19:58.360 --> 00:19:59.800	LAUREN HARRIS:	I have a Regus office, so it's a mailing address, where I can get a rental office if I need to.
00:20:00.000 --> 00:20:02.480		
00:20:02.480 --> 00:20:04.240		
00:20:04.240 --> 00:20:06.440	PANEL CHAIR:	You would meet clients in there, kind of like on an executive suite type basis?
00:20:06.440 --> 00:20:07.940		
00:20:08.860 --> 00:20:09.060	LAUREN HARRIS:	Yes, if I need to -- or do my depositions or mediations there, if necessary.
00:20:09.060 --> 00:20:11.220		
00:20:11.220 --> 00:20:12.020		

EXCERPT 9:

00:20:37.850 --> 00:20:40.490	ATTORNEY GOULD:	You partner with any other firms to try to sort of get backup or assistance on cases or not Not really?
00:20:40.490 --> 00:20:43.390		
00:20:43.650 --> 00:20:44.170		
00:20:44.630 --> 00:20:48.650	LAUREN HARRIS:	I took my entire docket that year to over 10 firms and either I did not think it was the best interest of the client the cases that the attorneys wanted to take but wouldn't assist me with the other cases excuse me or they weren't interested at all because the cases weren't ones that were high enough damages for them to take and I had already taken on the case early.
00:20:48.850 --> 00:20:50.970		
00:20:50.970 --> 00:20:51.890		
00:20:51.990 --> 00:20:54.830		
00:20:54.830 --> 00:20:56.570		
00:20:57.570 --> 00:20:59.030		
00:20:59.450 --> 00:21:04.090		
00:21:04.090 --> 00:21:05.910		
00:21:05.910 --> 00:21:07.590		
00:21:07.590 --> 00:21:08.170		
00:21:08.890 --> 00:21:09.670	PANEL CHAIR:	Do you have a mentor?
00:21:12.210 --> 00:21:13.230	LAUREN HARRIS:	Not in personal injury not currently. I've had some assistance with I've had very nice people I've met but I've never had an actual mentor no.
00:21:13.370 --> 00:21:14.270		
00:21:14.550 --> 00:21:16.810		
00:21:17.070 --> 00:21:18.470		
00:21:18.470 --> 00:21:20.310		
00:21:20.470 --> 00:21:20.530		
00:21:23.730 --> 00:21:24.470	PANEL CHAIR:	Are you a --
	LAUREN HARRIS:	I did learn a lot.
00:21:24.470 --> 00:21:27.310	PANEL CHAIR:	-- Are you a member of TTLA or DTLA?
00:21:28.810 --> 00:21:29.210	LAUREN HARRIS:	No I'm not.
00:21:29.310 --> 00:21:29.650		
00:21:32.970 --> 00:21:34.550	ATTORNEY GOULD:	And the seven pending cases are they all personal injury contingency cases or any hourly commercial disputes?
00:21:34.650 --> 00:21:37.030		
00:21:37.030 --> 00:21:39.770		
00:21:41.470 --> 00:21:41.650	LAUREN HARRIS:	Well the pre-litigation-- --so you're talking about the litigation cases?
00:21:41.650 --> 00:21:42.530		
00:21:42.730 --> 00:21:43.970		

00:21:45.190 --> 00:21:45.590		No
00:21:45.590 --> 00:21:47.290		I think every single one of them is contingency
00:21:47.290 --> 00:21:48.830		but I'd have to go check and make sure.
00:21:49.230 --> 00:21:51.350		I do have now some retainer cases
00:21:51.470 --> 00:21:52.210		but they're pre-litigation.
00:21:54.490 --> 00:21:54.650	PANEL CHAIR:	Okay
00:21:54.650 --> 00:21:54.850		Mark--
00:21:54.850 --> 00:21:55.230	ATTORNEY GOULD:	(unintelligible)
	PANEL CHAIR,	Lauren are you in --
00:21:55.610 --> 00:21:55.950	PANEL CHAIR:.	Go ahead
00:21:55.950 --> 00:21:56.590	ATTORNEY GOULD:	Well
00:21:56.590 --> 00:21:57.110		I was going to say
00:21:57.110 --> 00:21:57.670		what is your
00:21:58.530 --> 00:21:59.870		what would you like to be doing?
00:22:00.090 --> 00:22:01.570		Would you rather be doing what you're calling
00:22:01.570 --> 00:22:02.230		the retainer
00:22:02.430 --> 00:22:02.870		I guess
00:22:03.130 --> 00:22:04.330		what we'd call hourly
00:22:05.050 --> 00:22:07.490		commercial disputes or what would be your preference
00:22:07.490 --> 00:22:09.010		or your blend of cases?
00:22:09.530 --> 00:22:11.350	LAUREN HARRIS:	I think it needs to be an even blend so that
00:22:11.350 --> 00:22:15.570		I can make enough money to continue to front
00:22:15.570 --> 00:22:17.890		all the expenses for the very costly medical
00:22:17.890 --> 00:22:20.230		malpractice and personal injury cases
00:22:20.350 --> 00:22:21.450		especially since I pay for all the experts
00:22:21.450 --> 00:22:22.050		out of my own pocket.

EXCERPT 10:

00:22:47.070 --> 00:22:47.870	ATTORNEY GOULD:	I can't remember
00:22:47.990 --> 00:22:49.370		can we Miss Guerra find out
00:22:49.590 --> 00:22:52.890		do we get past history now or is that not something?
00:22:52.890 --> 00:22:53.090	PANEL CHAIR:	No
00:22:53.410 --> 00:22:55.050		that would be if we find a violation.
00:22:55.830 --> 00:22:56.010	ATTORNEY GOULD:	Okay.
00:22:59.170 --> 00:22:59.570	PANEL CHAIR:	Ms.
00:22:59.570 --> 00:22:59.690		Harris
00:22:59.690 --> 00:23:00.830		is there anything else that you would like
00:23:00.830 --> 00:23:02.350		us to know about this grievance?
00:23:04.330 --> 00:23:04.730	LAUREN HARRIS:	Yes
00:23:04.730 --> 00:23:07.230		the last thing that we'll attribute to this
00:23:07.230 --> 00:23:08.630		grievance and also to the others
00:23:09.190 --> 00:23:12.550		to keep up with clients better because there is just me
00:23:13.110 --> 00:23:16.210		and I can't answer the phone every minute.
00:23:16.410 --> 00:23:19.310		I have also started fabricating--
00:23:19.310 --> 00:23:20.330		--it is not complete yet

00:23:20.630 --> 00:23:23.130		a client portal so that they can go in and
00:23:23.130 --> 00:23:25.070		look in to see every document in their case
00:23:25.070 --> 00:23:26.190		and access at any time.
00:23:26.370 --> 00:23:27.890		I'm working to try and finish it.
00:23:28.510 --> 00:23:29.970		They can also see what I've done
00:23:30.070 --> 00:23:31.350		at what date
00:23:31.450 --> 00:23:32.850		and what I'm working on next.
00:23:33.150 --> 00:23:34.850		They can communicate with me through the app.
00:23:35.890 --> 00:23:36.270		It'll be
00:23:36.430 --> 00:23:38.070		it'll take care of a lot of the complaints
00:23:38.070 --> 00:23:39.830		about communication generally
00:23:39.990 --> 00:23:42.410		especially if they have a different schedule than me
00:23:42.410 --> 00:23:44.590		or if I'm not able to answer the phone when they call.
00:23:46.880 --> 00:23:47.120		Also
00:23:47.220 --> 00:23:48.400		the client file as well.
00:23:48.720 --> 00:23:52.160		I don't have to spend extra time compiling
00:23:52.160 --> 00:23:54.340		it at any given point of a request.
00:23:55.060 --> 00:23:56.280	PANEL CHAIR:	One thing that I would do
00:23:56.380 --> 00:23:57.600		I'm a solo practitioner too
00:23:57.600 --> 00:23:59.080		I have been for 14 years.
00:23:59.800 --> 00:24:02.100		One thing I have is a call log.
00:24:03.400 --> 00:24:04.780		Every call that comes in and out
00:24:05.000 --> 00:24:05.800		I have it written down.
00:24:06.480 --> 00:24:07.200		It can be a
00:24:07.200 --> 00:24:07.520		you know
00:24:08.000 --> 00:24:08.660		a word file.
00:24:08.840 --> 00:24:10.560		We have one per month because the files get
00:24:10.560 --> 00:24:11.440		pretty dang large
00:24:11.580 --> 00:24:11.860		obviously.
00:24:12.620 --> 00:24:14.320		But you need to be able to document some of
00:24:14.320 --> 00:24:15.840		this stuff for you too
00:24:16.020 --> 00:24:16.260		you know
00:24:16.260 --> 00:24:18.040		so that you can go back and quickly search
00:24:18.380 --> 00:24:18.760		you know
00:24:18.760 --> 00:24:19.080		anything.
00:24:19.280 --> 00:24:20.780		So don't just rely on an app or or anything
00:24:20.780 --> 00:24:21.840		like that just in case.
00:24:23.340 --> 00:24:23.940	LAUREN HARRIS:	Right now
00:24:24.140 --> 00:24:25.900		Nextiva was the one I was using.
00:24:26.000 --> 00:24:28.920		I wanted to try and configure an IVR system
00:24:28.920 --> 00:24:31.020		that would take care of clients in a way that
00:24:31.020 --> 00:24:33.700		would assist me with filtering through the
00:24:33.700 --> 00:24:34.860		information as it came in.
00:24:35.780 --> 00:24:37.320		I'll absolutely consider that too.
00:24:37.900 --> 00:24:38.060	PANEL CHAIR:	Okay

00:24:38.740 --> 00:24:40.080		Sophia
00:24:40.900 --> 00:24:43.300		I believe we just put Lauren in the waiting
00:24:43.300 --> 00:24:44.840		room on this one because she has another one
00:24:44.840 --> 00:24:45.640		that we do in a minute.
00:24:45.800 --> 00:24:46.360		Is that right?
00:24:46.520 --> 00:24:47.060	CDC STAFF:	That's correct.
00:24:48.440 --> 00:24:48.880	PANEL CHAIR:	Okay
00:24:48.880 --> 00:24:49.320		Lauren
00:24:49.320 --> 00:24:51.040		can you bear with us while we go ahead and do
00:24:51.040 --> 00:24:51.560		uh
00:24:51.840 --> 00:24:53.340		the deliberations on this
00:24:53.340 --> 00:24:55.500		and then we'll pull you back in for the next
00:24:55.500 --> 00:24:56.220		one in a moment.
00:24:57.040 --> 00:24:57.460	LAUREN HARRIS:	Absolutely.
00:24:57.960 --> 00:24:58.380	PANEL CHAIR:	Okay.

APPENDIX #10

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance Forwarded \$1,686.00
Invoice # to #61828
Invoice Date 61296
Payment Terms July 1, 2024
Due Date Due on Receipt
July 01, 2024

Lauren A. Harris - TBODA Appeal**Time Entries**

Date	EE	Activity	Description	Rate	Hours	Line Total
06/17/2024	JM	Review	Order granting extension in part for Appellant's brief. Put it on the calendar.	\$350.00	0.2	\$70.00
06/17/2024	MW	Calendar	Calendar deadline to file Appellant's Brief in accordance with Order Granting Extension of Time	\$150.00	0.2	\$30.00
Non-billable Time Entries:						
06/17/2024	LH	Review and Approve	Calendar scheduling conflict entry for Brief deadline, have Mel Warren edit same to reflect that 5 pm is due date under BODa rules, not midnight as under TRCP	\$350.00	0.2	\$70.00
06/18/2024	LH	Review and Approve	Updated deadline implementation for calendar scheduling of brief due	\$350.00	0.2	\$70.00

Totals: **0.4** **\$100.00**

Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
60778	\$1,580.00	\$0.00	06/16/2024	\$1,580.00

Balance Forward: **\$1,580.00**

Adjustments

Item	Applied To	Type	Description	Basis	Percent	Line Total
Addition	Sub-Total	% - Percentage	Administrative Fee Per Retainer	\$100.00	6.0%	\$6.00

Addition Total: **\$6.00**

Terms & Conditions:

If there is a reason why you are not paying your bill, we would like to hear from you. If we do not hear from you in the next 30 days we will have to assume that you have no dispute regarding these charges. Please contact our office immediately to make payment.
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Time Entry Sub-Total:	\$100.00
Sub-Total:	\$100.00
Balance Forward:	\$1,580.00
Additions:	\$6.00
Total:	\$1,686.00
Amount Paid:	\$0.00

Balance Due: \$1,686.00

Balance Forwarded to Invoice #61828

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Jul 15 2024, 5:35 pm	--	\$1,686.00	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance Forwarded \$1,686.00
Invoice # to #62378
Invoice # 61828
Invoice Date July 15, 2024
Payment Terms Due on Receipt
Due Date July 15, 2024

Lauren A. Harris - TBODA Appeal**Time Entries**

Date	EE	Activity	Description	Rate	Hours	Line Total
Non-billable Time Entries:						
07/02/2024	LH	Conference	Brief conference with Chris Synder related to docket, file, and based on upcoming Brief due date Jul 13 before the Board of Disciplinary appeals	\$350.00	0.4	\$140.00
07/07/2024	LH	Obtain and Collect	Populate folders Dismissed Grievance Moffat Underlying Case 1) Moffat v. Plug In Realty Pleadings Added 8 Documents	\$350.00	0.5	\$175.00
07/08/2024	LH	Upload	Add 1st set of Pleadings in underlying North Panel Added 20 Documents	\$350.00	0.5	\$175.00
07/08/2024	LH	File Maintenance	review, separate, organize voluminous physical documents; scan into email & file documents received by mail from Office chief Disciplinary Counsel by saving to mycase and rename/place accordingly	\$350.00	2.6	\$910.00

Totals: **0.0** **\$0.00**

Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
61296	\$1,686.00	\$0.00	07/01/2024	\$1,686.00

Balance Forward: **\$1,686.00**

Terms & Conditions:

If there is a reason why you are not paying your bill, we would like to hear from you. If we do not hear from you in the next 30 days we will have to assume that you have no dispute regarding these charges. Please contact our office immediately to make payment.
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Time Entry Sub-Total:	\$0.00
Sub-Total:	\$0.00
Balance Forward:	\$1,686.00
Total:	\$1,686.00
Amount Paid:	\$0.00

Balance Due:	\$1,686.00
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Balance Forwarded to Invoice #62378

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Aug 1 2024, 10:46 am	--	\$1,686.00	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance \$2,682.40
Forwarded to #62933
Invoice # 62378
Invoice Date August 1, 2024
Payment Terms Due on Receipt
Due Date August 01, 2024

Lauren A. Harris - TBODA Appeal**Time Entries**

Date	EE	Activity	Description	Rate	Hours	Line Total
07/15/2024	CS	Editing	Assisting Kurt in editing appeal filing.	\$350.00	0.4	\$140.00
07/16/2024	CS	Editing	Editing of Lauren's version of the filing and filing the brief through email	\$350.00	1.4	\$490.00
07/16/2024	LH	Continue Drafting	1st amended Motion to sup. correct tht record before boda with chart conference for individual items	\$350.00	0.6	\$210.00
07/22/2024	CH	E-Filing	E-file index of documents that are not included in the Clerk's Record.	\$250.00	0.2	\$50.00
07/31/2024	CH	Calendar	Calendar 14 day deadline for Appellee to respond.	\$250.00	0.2	\$50.00
Non-billable Time Entries:						
07/14/2024	LH	Drafting	Continue drafting Appellant's Motion to Correct and Supplement the Clerk's Record -- -- adding the implicit necessity of additional request/motion for Extension of Time to File Appellant's Brief based on Monday 5pm due date of brief but incomplete record	\$350.00	2.1	\$735.00
07/14/2024	LH	Research	Research standards for motions to supplement the record (both the reporter's record and clerk's record) from the Texas Rules of Appellate Procedure, and the Texas Board of Disciplinary Appeals Internal Procedure rules, adding in additional relavent rules regarding clerk of the (noraml) court standards to show how the Office of the Chief Discipolianry Clusnel has wholly failed by comparison to strictures of impartiality and good faith in adjudicatory proceedings -- opposite of the conflict of interest here	\$350.00	1.1	\$385.00

07/14/2024	LH	case analysis / document review	Continue in-depth review of Clerk's Original, Supplemental and Second Supplemental Record filed by the Office of the Chief disciplinary Counsel before the Board of Disciplinary Appeals in order to compare to the file documents organized and captured by attorney client throughout life of cases	\$350.00	1.4	\$490.00
07/14/2024	LH	Upload	Continue Uploading all case file materials and renaming/organizing in files as setup in MyCase with all pleadings, discovery, communications, underlying disciplinary case file AND underlying actual client case on which complaints were allegedly based, including all timeline inclusion for each instance	\$350.00	1.9	\$665.00
07/15/2024	LH	Continue Drafting	Continue Drafting Appellant's Motion to Correct and Supplement the Clerk's Record and Extension of Time to File Appellant's Brief	\$350.00	1.9	\$665.00
07/15/2024	LH	Filing	this date, a version of the Appellant's Motion to Correct and Supplement the Clerk's Record and Extension of Time to File Appellant's Brief was filed before the board of Disciplinary Appeals by Carpenter & Associates. This reserved the deadline for first filing of a motion to correct the record before the brief was technically due.	\$350.00	0.5	\$175.00
07/15/2024	LH	Document Prep	prepare and organize all comparison documents from attorney/client case file to assess against insufficient record of the "clerk" and the reporter's record, date ordered/chronological timeline started the week prior and continued this date	\$350.00	1.0	\$350.00
07/15/2024	LH	Revisions and Editing	Make major edits and revisions to draft as submitted at 5pm on the Appellant's Motion to Correct and Supplement the Clerk's Record and Extension of Time to File Appellant's Brief through midnight	\$350.00	3.5	\$1,225.00
07/15/2024	LH	Review and Approve	to same for finalizing filing before BODA of Motion to Supplement Clerk's Record	\$350.00	0.3	\$105.00
07/15/2024	LH	Review and Approve	Send J. Mooney both the Index and Chart of Line-item entries for drafting List of Corrections to Clerk's Record and conference on assistance in finalizing same for BODA	\$350.00	0.3	\$105.00
07/16/2024	LH	Revise and Finalize	Revise and edit and finalize version fro Chris Snyder to file -- finished and filed by Chris Snyder this date called Appellant's First Amended Motion to Correct and Supplement the Clerk's Record and Extension of Time to File Appellant's Brief	\$350.00	2.8	\$980.00
07/16/2024	LH	Escalation		\$350.00	0.5	\$175.00
07/16/2024	LH	Court Communication	Receive responsive communication from the Board which enclosed the file-stamped copies of both the Monday before-5pm error ridden draft as well as Tuesday First Amended Appellant's Motion to Correct and Supplement the Clerk's Record and Extension of Time to File Appellant's Brief where officially made/included in the record	\$350.00	0.3	\$105.00

07/18/2024	LH	Court Communication	Receive response from the Board which directs C&A to finalize and tie the line-item list of missing documents from clerks record as discussed paragraph 29 in motion	\$350.00	0.3	\$105.00
07/18/2024	LH	Document Production	Begin final document comparison from all requested corrections and supplements in Motion to correct/supplement record by continuing g to draft extensive line-item list which uses LAH case files in dropbox, icloud, google drive and now mycase to compare to the insufficient record on the original, supplemental and second supplemental record produced by the Office of Chief disciplinary Counsel as "clerk" ***and "prosecutor" and Panel organizer and trainer and zealous advocate**	\$350.00	2.9	\$1,015.00
07/19/2024	LH	Email & Document Preparation	Send chart of record supplement to JNM for shared task assistance	\$350.00	0.2	\$70.00
07/19/2024	LH	Begin drafting	Begin drafting final list for Board of Disciplinary Appeals pursuant to their directions to submit same of all LAH prior notes made post-each clerk's record submission (June 1, 2023: Original Clerks' record; August 23, 2023: Supplemental Clerk's Record and February 16, 2024: Second Supplemental Clerk's Record) and combine into one draft for passes of information to be added of all caveats of information to append, including emails from October 2019-current with SBOT Office of Chief Disc. Counsel, all HARRIS.0001-1002 Exhibits, all post-February 2024 items not included in clerk's record and and the clerk's records themselves	\$350.00	2.0	\$700.00
07/19/2024	LH	Email & Document Preparation	use CloudHQ integration from gmail to export folder into excel spreadsheet for comparison to already drafted and known list of needed emails for List of Corrections to Clerk's Record for BODA	\$350.00	0.8	\$280.00
07/20/2024	LH	Continue Drafting	Continue drafting and editing List of Corrections to Clerk's Record using email export list comparison from October 2019 to current from CloudHQ	\$350.00	1.5	\$525.00
07/20/2024	LH	Continue Drafting	Continue drafting and editing List of Corrections to Clerk's Record using comparison of several and detailed prior correction drafts made by LAH in her files from June 2023 to present both before appeal filed while appearing before the 14-2 Evidentiary Panel post-judgment February 2023 -- and after appeal filed May 8, 2023 before the Board of Disciplinary Appeals -- and after being remanded by BODA back before the Evidentiary Panel from June 9, 2023-February 2024 -- to present	\$350.00	3.1	\$1,085.00
07/21/2024	LH	Continue Drafting	Continue Drafting Respondent's Corrections to the Clerk's Records by pass through of letters 2015-2016 and all emails from October 2019 to present for dismissed Grievances 201602363, 201906965, 202000486, 202101726 NO JUST CAUSE and 202000647 IVH Grievance Referral Program offer	\$350.00	1.6	\$560.00
07/22/2024	LH	Review and Approve	Continue editing Respondent's Corrections to the Clerk's Records by making pass with Exhibit Binder #1 HARRIS.00001-0479, Exhibit Binder #2 HARRIS.0480-0666, and Exhibit Binder #3 HARRIS.0667-1002	\$350.00	1.3	\$455.00

07/22/2024	LH	Review and Approve	Continue Editing Respondent's Corrections to the Clerk's Records with a pass/comparing contents of Dropbox Shared Folder sent to EVH Panel 6-3 on 2020005143 and 2020005425's for Motion for Judicial Notice of Related Case files	\$350.00	0.7	\$245.00
07/22/2024	LH	Review and Approve	Continue Editing Respondent's Corrections to the Clerk's Records with a pass/comparing contents of Original Clerk's Record 0001-0658; Supplemental Clerk's Record 0001-1132, and Second Supplemental Clerk's Record 0001-1686	\$350.00	1.5	\$525.00
07/22/2024	LH	Review Revise and Finalize	Append page numbers 1-34, sanitize document in Adobe removing all metadata, edit last typographical errors and formatting issues and dr	\$350.00	0.6	\$210.00

Totals: **2.8** **\$940.00**

Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
61828	\$1,686.00	\$0.00	07/15/2024	\$1,686.00

Balance Forward: **\$1,686.00**

Adjustments

Item	Applied To	Type	Description	Basis	Percent	Line Total
Addition	Sub-Total	% - Percentage	Administrative Fee Per Retainer	\$940.00	6.0%	\$56.40

Addition Total: **\$56.40**

Terms & Conditions:

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Time Entry Sub-Total:	\$940.00
Sub-Total:	\$940.00
Balance Forward:	\$1,686.00
Additions:	\$56.40
Total:	\$2,682.40
Amount Paid:	\$0.00

Balance Due: \$2,682.40

Balance Forwarded to Invoice #62933

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Aug 15 2024, 6:49 pm	--	\$2,682.40	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance Forwarded \$2,682.40
Invoice # to #63496
Invoice # 62933
Invoice Date August 15, 2024
Payment Terms Due on Receipt
Due Date August 15, 2024

Lauren A. Harris - TBODA Appeal**Unpaid Invoice Balance Forward**

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
62378	\$2,682.40	\$0.00	08/01/2024	\$2,682.40

Balance Forward: **\$2,682.40**

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Sub-Total: \$0.00

Balance Forward: \$2,682.40

Total: \$2,682.40

Amount Paid: \$0.00

Balance Due: **\$2,682.40**

Balance Forwarded to Invoice #63496

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Sep 2 2024, 2:44 pm	--	\$2,682.40	Josh Carpenter (Attorney)	--

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700



Balance	\$4,844.80
Forwarded	to #64052
Invoice #	63496
Invoice Date	September 2, 2024
Payment Terms	Due on Receipt
Due Date	September 02, 2024

Time Entries

[illegible]

08/16/2024	LH	Legal Research	Receive and review opposing counsel filing of response in opposition to pro-se, previously filed motion to correct and supplement the reporter's record and C&A filed motion to correct and supplement the clerk's record to plan and prepare to draft time-sensitive Reply on behalf of Client before BODA	\$350.00	0.8	\$280.00
08/16/2024	LH	Receive and Review	Receive and review email from BODA with file-stamped copy of Appellee's Response	\$350.00	0.2	\$70.00
08/20/2024	LH	conference / email	regarding recent events and case posture and send fwd email containing most recent filing/response of the Office of Chief Disciplinary Counsel and file-stamped copy to filing@carplawfirm.com; Sent Email to Ty Hampton + 1	\$350.00	0.6	\$210.00
08/20/2024	LH	email / message	Send link to BODA online docket to Ty Hampton and filing@carplawfirm.com; Sent Email to Ty Hampton + 1	\$350.00	0.2	\$70.00
08/20/2024	LH	Case research	Research for draft of Notice: Change of Address & Designation of Counsel including TRAP, TRDP, TRCP, Tex. Civ. Prac. & Remedies Code and BODA Internal Operating Procedure Rules	\$350.00	0.7	\$245.00
08/21/2024	LH	Case research	Draft and finalize for Ty review and filing the Notice: Change of Address & Designation of Counsel	\$350.00	2.1	\$735.00
08/21/2024	LH	Edit, E-Filing	Send Ty Hampton and staff the draft/word and final draft/pdf of Notice: Change of Address & Designation of Counsel with email instructions on to whom the filing email is to be sent, the subject and body of the filing	\$350.00	0.4	\$140.00
08/21/2024	LH	Review and Approve	Review and approve staff filing of the Notice before BODA	\$350.00	0.2	\$70.00
08/21/2024	LH	Conference / Preparation	pleadings, disciplinary system overview, premise of case(s) -- working backwards from most recent and applicable filings relative to the necessary filing of our Appellants' Reply to Appellees' Response for Motions to Correct and Supplement the Reporters and Clerks' records for the Brief -- that must be drafted as soon as feasibly possible based on late notice of the August 9, 2024 filing by opposing counsel -- and entered prior to BODA issuing its ruling without our Reply	\$350.00	1.8	\$630.00
08/21/2024	LH	case analysis / document review	Receipt of Filestamped copy of Notice of Change of Address and Designation of Lead Counsel	\$350.00	0.2	\$70.00
08/22/2024	LH	Begin drafting	Begin drafting Letter to SBOT Ombudsman Attorney Discipline Letter for investigation of Office of Chief Disciplinary Counsel actions in MacFarland grievance	\$350.00	1.4	\$490.00
08/23/2024	LH	Review and Approve	Register under Attorney Registration for Portal Access to Disciplinary Case filings	\$350.00	0.2	\$70.00
08/23/2024	LH	Review and Approve	Forward to all counsel of firm the link to register attorney access to new SBOT Office of Chief Disc. Counsel portal for attorney disciplinary case filings and lookup	\$350.00	0.4	\$140.00
08/23/2024	LH	Receive	Successful registration email auto-response from portal of SBOT Office of Chief Disciplinary Counsel	\$350.00	0.2	\$70.00
08/23/2024	LH	draft	Begin drafting Reply to Response of Office of Chief Disciplinary Counsel	\$350.00	1.5	\$525.00

08/23/2024	LH	Research	Conduct relevant research into points of contention in Response, how Appellant is entitled to the Record: reporter's and clerk's records requested in motions, referencing materials in Appellate Law Section website paid for and joined by LAH through SBOT MyBarPage	\$350.00	2.1	\$735.00
08/28/2024	LH	Legal Research	Westlaw research (4:57-6:51) on appellate record: past case law to support positions within Reply to Office of Chief Disciplinary Counsel Response to Appellant Motions to Correct the Reporter's and Clerk's Records	\$350.00	1.9	\$665.00
08/28/2024	LH	Receive and Review	BODA's staff counsel, Michael Greer, sending notice to C&A that Reply is due within 10 days	\$350.00	0.2	\$70.00
08/29/2024	LH	Review and Approve	Review and approve staff scheduling conflict check and addition to calendar/accept invitation for deadline to file Reply to Appellees' Response to both Motions re: record due date, Monday September 9, 2024 by 5pm	\$350.00	0.2	\$70.00
08/29/2024	LH	Review and Approve	Conduct research and continue drafting Reply to Response related to duty of SBOT Office of Chief Disc. Counsel to produce record, both for appellate reporter's (Zoom recordings from Nov 12, 2020 IVH Hearing) and full clerk's record	\$350.00	2.3	\$805.00

Totals: **6.8** **\$2,040.00**

Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
62933	\$2,682.40	\$0.00	08/15/2024	\$2,682.40

Balance Forward: **\$2,682.40**

Adjustments

Item	Applied To	Type	Description	Basis	Percent	Line Total
Addition	Sub-Total	% - Percentage	Administrative Fee Per Retainer	\$2,040.00	6.0%	\$122.40

Addition Total: **\$122.40**

Terms & Conditions:

If there is a reason why you are not paying your bill, we would like to hear from you. If we do not hear from you in the next 30 days we will have to assume that you have no dispute regarding these charges. Please contact our office immediately to make payment.
Notice: In the contract between the firm and said Client(s) the following is taken:
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Time Entry Sub-Total:	\$2,040.00
Sub-Total:	\$2,040.00
Balance Forward:	\$2,682.40
Additions:	\$122.40
Total:	\$4,844.80
Amount Paid:	\$0.00

Balance Due: \$4,844.80

Balance Forwarded to Invoice #64052

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Sep 15 2024, 1:09 pm	--	\$4,844.80	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance \$5,544.40
Forwarded to #65226
Invoice # 64052
Invoice Date September 15, 2024
Payment Terms Due on Receipt
Due Date September 15, 2024

Lauren A. Harris - TBODA Appeal**Time Entries**

Date	EE	Activity	Description	Rate	Hours	Line Total
09/09/2024	LH	Drafting, Emailing	Send Ty Hampton working draft of Reply for assistance and confer on outstanding matters for tasks assigned	\$350.00	0.6	\$210.00
09/09/2024	TH	Research	Conducting research to help finish up the reply for to the response to our motions for to correct / supplement the clerk's and reporter's record.	\$300.00	0.8	\$240.00
09/09/2024	TH	Editing	Pulling Record cites and proof reading reply prior to filing at 5:00.	\$300.00	0.7	\$210.00
Non-billable Time Entries:						
09/06/2024	LH	Court Communication	Continue Westlaw research and drafting of Reply to Response of Office of Chief Disciplinary Counsel for Monday Sept 9 due at 5 pm before BODA	\$350.00	2.9	\$1,015.00
09/07/2024	LH	Continue Drafting	Continue drafting of Reply to Response of Office of Chief Disciplinary Counsel for Monday Sept 9 due at 5 pm before BODA	\$350.00	3.2	\$1,120.00
09/08/2024	LH	Legal Research	Continue Westlaw research for assignable error standards in Reply to Response of Office of Chief Disciplinary Counsel for Monday Sept 9 due at 5 pm before BODA	\$350.00	6.0	\$2,100.00

09/09/2024	LH	Continue Drafting	drafting and additional research matter to hone Reply -- began as 164 pages of research filled appellate law down to 32 pages with an exhibit so total 33 page filing which addressed in rebuttal appellant's possible points of error on appeal, as those are the casual and relationship to requested docket materials and clerk's record and reporter's record schema for determining fault and requiring the CDC to verify their unjustified positions of refusal with sworn or verified testimony/oath/affirmation as not even acknowledged. Filed by Ty hampton at 5:00	\$350.00	9.1	\$3,185.00
09/11/2024	LH	Client Email	Receipt of Ty Hampton's transmission correspondence to TX BODA from filing as forward for review	\$350.00	0.3	\$105.00

Totals: **2.1** **\$660.00**

Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
63496	\$4,844.80	\$0.00	09/02/2024	\$4,844.80

Balance Forward: **\$4,844.80**

Adjustments

Item	Applied To	Type	Description	Basis	Percent	Line Total
Addition	Sub-Total	% - Percentage	Administrative Fee Per Retainer	\$660.00	6.0%	\$39.60

Addition Total: **\$39.60**

Terms & Conditions:

If there is a reason why you are not paying your bill, we would like to hear from you. If we do not hear from you in the next 30 days we will have to assume that you have no dispute regarding these charges. Please contact our office immediately to make payment.

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Notes:

Please remember that we moved locations!! We are still in a temporary office in our new building, but our new suite will be done soon. Our website is also continuing to be updated, as well as our social media! Please check us out!!

Time Entry Sub-Total: \$660.00

Sub-Total: \$660.00

Balance Forward: \$4,844.80

Additions: \$39.60

Total: \$5,544.40

Amount Paid: \$0.00

Balance Due: **\$5,544.40**

Balance Forwarded to Invoice #65226

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Oct 15 2024, 8:18 pm	--	\$5,544.40	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance \$5,544.40
Invoice # 65803
Invoice Date November 1, 2024
Payment Terms Due on Receipt
Due Date November 01, 2024

Lauren A. Harris - TBODA Appeal**Unpaid Invoice Balance Forward**

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
65226	\$5,544.40	\$0.00	10/15/2024	\$5,544.40

Balance Forward: **\$5,544.40**

Terms & Conditions:

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Sub-Total: \$0.00

Balance Forward: \$5,544.40

Total: \$5,544.40

Amount Paid: \$0.00

Balance Due: **\$5,544.40**

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance \$5,544.40
Forwarded to #66883
Invoice # 66340
Invoice Date November 16, 2024
Payment Terms Due on Receipt
Due Date November 16, 2024

Lauren A. Harris - TBODA Appeal**Unpaid Invoice Balance Forward**

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
65803	\$5,544.40	\$0.00	11/01/2024	\$5,544.40

Balance Forward: **\$5,544.40**

Terms & Conditions:

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Sub-Total: \$0.00

Balance Forward: \$5,544.40

Total: \$5,544.40

Amount Paid: \$0.00

Balance Due: **\$5,544.40**

Balance Forwarded to Invoice #66883

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Dec 1 2024, 12:50 pm	--	\$5,544.40	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC
7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700



Lauren A. Harris

Balance \$5,544.40
Forwarded to #68584
Invoice # 68001
Invoice Date January 1, 2025
Payment Terms Due on Receipt
Due Date January 01, 2025

Lauren A. Harris - TBODA Appeal

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
Non-billable Time Entries:						
12/20/2024	LH	Opposing Counsel Communications	Receipt of Mukhin Grievance subpoena order and research regarding rights of non-requestor party when records received by requestor but refused to send due to PHI allegation -- quash, compel rules of non party subpoena duces tecum and motions to dismiss for failure to prosecute for Gran Griavnce	\$350.00	1.2	\$420.00
Totals:					0.0	\$0.00

Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
67434	\$5,544.40	\$0.00	12/15/2024	\$5,544.40
Balance Forward:				\$5,544.40

Terms & Conditions:

If there is a reason why you are not paying your bill, we would like to hear from you. If we do not hear from you in the next 30 days we will have to assume that you have no dispute regarding these charges. Please contact our office immediately to make payment.

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Notes:

HAPPY NEW YEAR!!!!

Should you have any questions or concerns about your case, please feel free to make an appointment with Mr. Carpenter. Please do not let yourself become frustrated with your case or the process. We are happy to meet and discuss.

We are also looking forward to the completion of our new office space soon!!

Also, we are still working on updating our website, so any and all suggestions are always welcome!!

Time Entry Sub-Total:	\$0.00
Sub-Total:	\$0.00
Balance Forward:	\$5,544.40
Total:	\$5,544.40
Amount Paid:	\$0.00

Balance Due: \$5,544.40

Balance Forwarded to Invoice #68584

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Jan 15 2025, 9:32 pm	--	\$5,544.40	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance \$5,599.84
Forwarded to #69160
Invoice # 68584
Invoice Date January 15, 2025
Payment Terms Due on Receipt
Due Date January 15, 2025

Lauren A. Harris - TBODA Appeal**Unpaid Invoice Balance Forward**

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
68001	\$5,544.40	\$0.00	01/01/2025	\$5,544.40

Balance Forward: **\$5,544.40**

Adjustments

Item	Applied To	Type	Description	Basis	Percent	Line Total
Addition	Balance Forward Total	% - Percentage		\$5,544.40	1.0%	\$55.44

Addition Total: **\$55.44**

Terms & Conditions:

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Sub-Total: \$0.00

Balance Forward: \$5,544.40

Additions: \$55.44

Total: \$5,599.84

Amount Paid: \$0.00

Balance Due: **\$5,599.84**

Balance Forwarded to Invoice #69160

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Feb 1 2025, 11:45 am	--	\$5,599.84	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC
7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700



Lauren A. Harris

Balance \$5,655.84
Forwarded to #69747
Invoice # 69160
Invoice Date February 1, 2025
Payment Terms Due on Receipt
Due Date February 01, 2025

Lauren A. Harris - TBODA Appeal

Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
68584	\$5,599.84	\$0.00	01/15/2025	\$5,599.84
Balance Forward:				\$5,599.84

Adjustments

Item	Applied To	Type	Description	Basis	Percent	Line Total
Addition	Balance Forward Total	% - Percentage	Late fee interest per retainer	\$5,599.84	1.0%	\$56.00
Addition Total:						\$56.00

Terms & Conditions:

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Notes:

WE ARE OFFICIALLY IN OUR NEW OFFICE SUITE AT 7920 BELT LINE ROAD, SUITE 1100, DALLAS TX. PLEASE FEEL FREE TO COME BY AND SAY HELLO!!
Also, please welcome new attorneys Zack Luna, Pablo Ramirez and Natalee Geerts!!
Due to an increase in credit card processing costs, we are unfortunately being forced to start charging credit card processing fees of 4%. We hate it as much as you, but it has become extraordinarily burdensome. Thank you for your understanding.

Sub-Total: \$0.00

Balance Forward: \$5,599.84

Additions: \$56.00

Total: \$5,655.84**Amount Paid:** \$0.00**Balance Due:** \$5,655.84

Balance Forwarded to Invoice #69747

Payment History

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Balance Forwarded	Feb 16 2025, 10:36 am	--	\$5,655.84	Josh Carpenter (Attorney)	--

CARPENTER & ASSOCIATES, PC

7920 Belt Line
Suite 1100
Dallas, TX 75254
United States
972-455-8700

**Lauren A. Harris**

Balance	\$0.00
Invoice #	69747
Invoice Date	February 16, 2025
Payment Terms	Due on Receipt
Due Date	February 16, 2025

Lauren A. Harris - TBODA Appeal**Unpaid Invoice Balance Forward**

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
69160	\$5,655.84	\$0.00	02/01/2025	\$5,655.84

Balance Forward: **\$5,655.84**

Terms & Conditions:

If there is a reason why you are not paying your bill, we would like to hear from you. If we do not hear from you in the next 30 days we will have to assume that you have no dispute regarding these charges. Please contact our office immediately to make payment.

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Sub-Total: \$0.00

Balance Forward: \$5,655.84

Total: \$5,655.84**Amount Paid:** \$5,655.84**Balance Due:** \$0.00**Payment History**

Activity	Date	Payment Method	Amount	Responsible User	Deposited Into
Payment Received	Feb 19, 2025	Other	\$5,655.84	Amy Shaw (Billing Specialist)	Operating

APPENDIX #11

LEIGH AND ASSOCIATES - Transaction Receipt for \$350.00

do donotreply@billing-notification.com

Sat, 17 Feb 2024 3:24:38 PM -0600 •

To "lauren" <lauren@lahlegal.com>

LEIGH AND ASSOCIATES
911 W LOOP 281 STE. 211
LONGVIEW, TX 75604
TEL: (877) 790-3376

Term ID: 001

Sale - Approved

Date	02/17/24	Time 14:35:30
Method of Payment	MasterCard	
Entry Method	Manual	
Account #	XXXXXXXXXXXX5987	
Order ID	202000647 67843	
Order Description:	24-0126 BOE Transcript of Proceedings	
Approval Code	F08189	
Amount	\$350.00	

THANK YOU FOR YOUR BUSINESS!

Customer Copy

APPENDIX #12

Bill of Exception No. 3 – Hearing Setting/Continuance/Set on Two Motions/Reporter

This Evidentiary Panel conducted a hearing on March 24, 2023, regarding Respondent's Verified Motion to Set Aside/Vacate Default Judgment & For New Trial and Respondent's Motion to Stay Execution of Default Judgment for Partially Probated Suspension Pending Panel Rulings and/or Appeal and Request for Record. Findings of Fact and Conclusions of Law were filed May 2, 2023, and were made part of the record in this cause.

Therefore, this Evidentiary Panel orders, adjudges, and decrees that Respondent's Verified Motion for Bill of Exception is refused. The Evidentiary Clerk is ordered to return Respondent's Verified Motion for Bill of Exception to Respondent as REFUSED forthwith.

SIGNED on the 7th day of February, 2024.



Amie S. Pierce
Evidentiary Panel Chair, Panel 14-2

APPENDIX #13

Refusal 2/8/2024
Anne Seale

FILED

08/07/2023



Dallas Office
Chief Disciplinary Counsel

BEFORE THE DISTRICT 14 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL 14-2
STATE BAR OF TEXAS

COMMISSION FOR LAWYER DISCIPLINE, §
Petitioner, §
v. §
LAUREN ASHLEY HARRIS, §
Respondent. §

CASE NO. 202000647 [North]

RESPONDENT'S VERIFIED MOTION FOR FORMAL BILL OF EXCEPTION

DISTRICT 14 GRIEVANCE COMMITTEE, EVIDENTIARY PANEL 14-2:

COMES NOW, Respondent Lauren Ashley Harris, and pursuant to the Texas Rules of Appellate Procedure 33.2 and Texas Rules of Evidence 103(a), (c), and hereby timely files her Verified Formal Bill of Exceptions within thirty-days of her Notice of Appeal [May 8, 2023]¹ and presents same for the Panel Chair to approve, sign, and file the bill as part of the record in this cause, and in support thereof will show as follows:

I.
LEGAL STANDARD

1. To preserve a complaint for appellate review, a party must present a timely request, objection, or motion to the trial court that states the specific grounds for the desired ruling.² Error is not preserved if the party fails to make the request, objection or motion before the trial court.³

2. To complain on appeal, error is preserved of the matters presented before the trial court on the record, but when same would not otherwise appear in the record, a party must file a formal bill of exception.⁴ No particular form of words is required in a bill of exception, but the

¹ TEX. R. APP. P. 33.2(e).

² TEX. R. APP. P. 33.1(a)(1)(A).

³ See Bushell v. Dean, 803 S.W.2d 711, 712 (Tex.1991)(op. on reh'g).

⁴ TEX. R. APP. P. 33.2.

court's complained of action or ruling and objection to the ruling or action must be stated with sufficient specificity to make the trial court aware of the complaint.⁵ The formal bill of exceptions must be presented to the trial court to be approved, signed and filed with the trial clerk, and included in the appellate record.⁶

3. **If the record does not contain a certified transcription of the court reporter which would otherwise reflect the action, ruling or evidence excluded**, then the bill itself must explain and repeat the action, ruling or evidence.⁷ If a reporter's record exists and there is a conflict, the bill controls.⁸

II.

RESPONDENT'S FORMAL BILL OF EXCEPTION

4. Respondent made specific offers of proof (informal bills of exception) before the Panel as listed below;⁹ for each, Petitioner' counsel objected, Respondent provided rebuttal,¹⁰ and the Panel made an adverse ruling.¹¹ Therefore, the following formal bills of exception are presented for the Panel's approval and signature to be included in the record for appellate review:

i. Formal Bill of Exception #1: November 12, 2020 Transcripts

a. Offer of proof: Respondent has made formal written requests for the transcripts or audio/video recordings from the two November 20, 2020 Zoom Investigatory Hearings recorded by counsel for the Petitioner, but they have never been provided. Respondent made these

⁵ TEX. R. APP. P. 33.2(a).

⁶ TEX. R. APP. P. 33.2(c)(1), (f).

⁷ TEX. R. APP. P. 33.2(b). *see Wade v. Comm'n for Lawyer Discipline*, [961 S.W.2d 366, 373](#) (Tex.App.Houston [1st Dist.] 1997, no pet.)(appellant must refer the appellate court to those portions of the record that support his argument).

⁸ TEX. R. APP. P. 33.2(d).

⁹ *See Acord v. Gen. Motors Corp.*, [669 S.W.2d 111, 116](#) (Tex. 1984); *Hartford*, [369 S.W.2d at 335](#). (A judgment will not be reversed unless the evidence is in fact offered).

¹⁰ *Estate of Veale v. Teledyne Industries, Inc.*, 899 S.W.2d 239, 242 (Tex.App.-Houston [14th Dist.] 1995, writ denied).

¹¹ *Ulogo v. Villanueva*, [177 S.W.3d 496, 501](#) (Tex.App.-Houston [1st Dist.] 2005, no pet.) *Kaufman v. Comm Lawyer Discipline*, 197 S.W.3d 867, 873-74 (Tex. App. 2006) (to complain on appeal that the trial court erroneously excluded evidence, Kaufman must have offered the evidence during trial and obtained an adverse ruling from the trial court.)

requests to the Chief Disciplinary Counsel for a copy of her disciplinary file and under the Public Information Act to the State Bar of Texas on February 23, 2023 and March 9, 2023 as provided in HARRIS. HARRIS.0627-0628, HARRIS.0641-0643, HARRIS.0648-0649, and HARRIS.0665., as well as in the record of this cause under TRDP 2.12 beginning on February 20, 2023 in *Respondent's Motion to Stay*, again in *Respondent's Motion to Set-Aside/Vacate* filed March 10, 2023, and in *Respondent's Requests for Panel Review* and *Respondent's Notice of Supplemental Facts* both filed March 23, 2023.

b. Objection: Petitioner objected at the March 24, 2023 setting that the transcript would be a part of the appellate record/provided the appellate court, and that the other case's transcript would "just confuse the issues."

c. Rebuttal: Respondent The transcripts would reflect that Respondent had provided in the MacFarland hearing that her office addresses were explicitly by appointment only and she was never physically located at those locations as they were virtual office addresses. Moreover, that she was located physically in her residence at the time of the Zoom hearings, which was her apartment, not her parent's house, which was never her actual physical location but merely a mailing address.

d. Adverse Ruling: The Panel denied all relief not granted by the Orders signed March 24, 2023 (received March 27, 2023 by Respondent).

ii. Formal Bill of Exception #2: Respondent's Original Exhibit Binder HARRIS.0001-0479¹²

a. Offer of proof: Respondent filed HARRIS.0001-0479 with the Clerk of the Panel by email on March 10, 2023. It was 62MB.

b. Objection: Petitioner/Clerk did not advise Respondent that the binder was rejected from inclusion in the record until the March 24, 2023 hearing.

c. Rebuttal: Respondent advised the exhibit binder reflected that on January 31, 2020, Respondent had informed the CDC by written admission that the 17303 Davenport Rd. address was not her regular place of abode, it was instead her parents house and porocided her

¹² Although mis-labeled "HARRIS.0001-0289" in error as attached to the email filing the exhibits with the CDC on March 10, 2023.

current apartment address, 17671 Addison Road. Further, that the office addresses of Respondent were provided as by appointment only in several other written response to the CDC within the exhibits, and that on the date after the November 12, 2020 hearing, the Respondent had provided the residential home apartment address of Respondent to the SBOT membership department for a replacement bar card, who mailed the bar card to her residential apartment address.

d. Adverse Ruling: The Panel refused to allow Respondent to admit the exhibit binder, and denied all relief not granted by the Orders signed March 24, 2023 (received March 27, 2023 by Respondent).

e. Therefore, HARRIS.0001-0479 is re-filed and provided in 5 separate volumes, I-V, and filed contemporaneously hereto.

iii. Formal Bill of Exception 3: Hearing Setting/Continuance/Set on Two Motions/Reporter

a. Offer of proof: Respondent did not request the hearing setting for the March 24, 2023 EV Panel by Zoom, which was less than 45 days, the Motion was her Motion to request relief and Respondent explicitly rejected the setting in written communications to the CDC which instead asked for ruling by submission. The CDC did not provide a Court Reopsierter, but as they record all hearings, Respondent has requested the transcript or oral/video recording from the CDC in her Notice of Appeal and will file a supplemental request for same. Respondent was not on notice that the setting was for both the Motion to Stay AND the Motion to Set-Aside, until the hearing began. The hearing went forward regardless, and request for Continuance of at least the Motion to Set-Aside was denied.

b. Objection: Petitioner's counsel stated that it was going forward with the setting in response by email on March 24, 2023 after Respondent's formal request for ruling by submission. Petitioner's counsel's responded to Respondent's objections in the hearing that the setting was "for" Respondent and the continuance was objected to so she "had time" to put her motions on the record. No rebuttal was provided for why or when the Motion to set-Aside was also included for the setting.

c. Rebuttal: Respondent stated objection to the setting before the Panel as it was her Motion to Stay, and she did not request the hearing and I fact had explicitly asked for ruling by

submission; thus, was forced to attend under objection/duress. Respondent advised that she could resubmit the Exhibit binder in a continuance, and advised that the only information received by the CDC about the setting was after filing the Motion to Stay, so the Motion to Set-Aside had not been contemplated even under duress.

d. Adverse Ruling: The Panel refused all objections and request for continuance stating that we were “already there” and denied all relief not granted by the Orders signed March 24, 2023 (received March 27, 2023 by Respondent).

WHEREFORE PREMISES CONSIDERED, Respondent Lauren Ashley Harris requests that the Formal Bill of Exception filed hereafter and reflecting the contents of this Motion be approved allowed, signed, and filed with the clerk of this Court as part of the appellate record in this cause and for such other and further relief to which he may be deemed entitled.

Respectfully submitted,

/s/ Lauren A. Harris

Lauren A. Harris
Former TX Bar No. 24080932
5995 Summerside Dr. #793414
Dallas, Texas 75379
Tel.: 469-359-7093,
Cell: 469-386-7426
Fax: 469-533-3953
E-mail: Lauren@LAHLegal.com
Pro-se Respondent

TEX. CIV. PRAC. & REM. CODE § 132.001
UNSWORN DECLARATION OF LAUREN A. HARRIS

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

My name is Lauren A. Harris, DOB: 08/07/1986, address: 5995 Summerside Dr. #793414, Dallas, Texas 75379. I am at least 18 years of age and of sound mind. I am personally acquainted with the facts as set forth in the foregoing Respondent's Verified Motion for Formal Bill of Exception. The statements and facts asserted by the undersigned in the foregoing are true and correct; all assertions are made within my personal knowledge, and/or made in good-faith upon information and belief as to the veracity thereof. The documents attached hereto as Exhibits, HARRIS.0001-0479 are the electronic original of the file, image, or document, or exact copies of the originals, all which I personally received, sent or obtained. I swear under penalty of perjury that the foregoing is true and correct.

Executed this 7th day of June, 2023 in the State of Texas, County of Dallas.

s/Lauren A. Harris
Lauren A. Harris, *Pro-Se* Respondent

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Respondent's Verified Motion for Formal Bill of Exception has been sent to the Panel Chair of Evidentiary Panel 14-2, and Petitioner, the Commission for Lawyer Discipline, through its counsel, the Office of the Chief Disciplinary Counsel, as well as the Board of Disciplinary Appeals on June 7, 2023, as follows:

VIA E-mail: laurie.guerra@texasbar.com
Laurie Guerra
Assistant Disciplinary Counsel
Office of the Chief Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
Brittany.Paynton@TEXASBAR.COM

VIA E-mail: filing@txboda.org
BODA
P.O. Box 12426,
Austin TX 78711
Fax: (512) 427-4130
Email: filing@txboda.org

Via E-mail:
travis@dentontitle.com
PANEL CHAIR
DISTRICT 14 GRIEVANCE
COMMITTEE EVIDENTIARY
PANEL 14-2

/s/ Lauren A. Harris

APPENDIX #14

REGISTER OF ACTIONS
CASE No. 2011-20661-158

Elizabeth Michelle Snider VS W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C.

~~~~~

Case Type: **Malpractice - Other**  
 Subtype: **Legal**  
 Date Filed: **08/11/2011**  
 Location: **158th Judicial District Court**  
 Judicial Officer: **Burgess, Steve**  
 File Custody/Location: **District Clerk's Office**

## PARTY INFORMATION

|           |                                         |                                                                                  |
|-----------|-----------------------------------------|----------------------------------------------------------------------------------|
| Defendant | Biggs, Travis Biggs, W. Travis          | <b>Attorneys</b><br><b>Shawn W. Phelan</b><br><i>Retained</i><br>214-871-8200(W) |
|           |                                         | Dena K. Greenwood<br><i>Retained</i><br>214-871-8200(W)                          |
| Defendant | Law Office of W. Travis Biggs, P.L.L.C. | <b>Shawn W. Phelan</b><br><i>Retained</i><br>214-871-8200(W)                     |
|           |                                         | Dena K. Greenwood<br><i>Retained</i><br>214-871-8200(W)                          |
| Plaintiff | Snider, Elizabeth Michelle              | <b>Cameron Jacob Cox</b><br><i>Retained</i><br>512-279-6431(W)                   |

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**EVENTS & ORDERS OF THE COURT**

| OTHER EVENTS AND HEARINGS |                                                                                                             |                    |                |
|---------------------------|-------------------------------------------------------------------------------------------------------------|--------------------|----------------|
| 08/11/2011                | <a href="#"><u>Plaintiff's Original Petition</u></a>                                                        |                    |                |
| 08/11/2011                | <a href="#"><u>Case Information Sheet</u></a>                                                               |                    |                |
| 08/12/2011                | <b>Citation By Certified Mail</b>                                                                           |                    |                |
|                           | Biggs, Travis                                                                                               | Served             | 08/16/2011     |
|                           |                                                                                                             | Anticipated Method | Certified Mail |
|                           | Law Office of W. Travis Biggs, P.L.L.C.                                                                     | Served             | 08/16/2011     |
|                           |                                                                                                             | Anticipated Method | Certified Mail |
| 08/26/2011                | <a href="#"><u>Motion for Leave</u></a>                                                                     |                    |                |
|                           | <i>to Designate Courtney Swift and Mercury County Mutual Insurance Company as Responsible Third Parties</i> |                    |                |
|                           | Party: Biggs, Travis                                                                                        |                    |                |
|                           | Party: Law Office of W. Travis Biggs, P.L.L.C.                                                              |                    |                |
| 08/26/2011                | <a href="#"><u>Defendant's Original Answer</u></a>                                                          |                    |                |
|                           | <i>to Plaintiff's Original Petition</i>                                                                     | </                 |                |

<https://justice1.dentoncounty.gov/AttorneyPA/CaseDetail.aspx?CaseID=1969256>

 $\frac{1}{2}$ 

4/11/24, 1:26 AM

[justice1.dentoncounty.gov/AttorneyPA/CaseDetail.aspx?CaseID=1969256](http://justice1.dentoncounty.gov/AttorneyPA/CaseDetail.aspx?CaseID=1969256)

|            |                                                                                                                                                                                                                                        |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 09/07/2011 | <u><a href="#">Objection(s) or Complaint</a></u><br>to Defendants' Motion for Leave to Designate Courtney Swift and Mercury County Mutual Insurance Company as Responsible Third Parties<br>Party: Snider, Elizabeth Michelle          |
| 09/29/2011 | <u><a href="#">Letter regarding discovery</a></u><br>From Sawko & Burroughs, P.C.                                                                                                                                                      |
| 11/29/2011 | <u><a href="#">Motion to Dismiss</a></u><br>with Prejudice<br>Party: Snider, Elizabeth Michelle                                                                                                                                        |
| 12/02/2011 | <u><a href="#">Final Order/Judgment/Decree (closes entire case)</a></u> (Judicial Officer: Burgess, Steve )<br>Order of Dismissal with Prejudice<br>for Parties: Biggs, Travis<br>for Parties: Law Office of W. Travis Biggs, P.L.L.C. |
| 12/05/2011 | <u><a href="#">Notice of Judgment/Appealable order sent to:</a></u><br>Party: Cox, Cameron Jacob<br>Party: Phelan, Shawn W.                                                                                                            |
| 01/04/2012 | <b>File sent to Records Management (storage)</b>                                                                                                                                                                                       |

## FINANCIAL INFORMATION

|            |                                             |                      |                    |
|------------|---------------------------------------------|----------------------|--------------------|
|            | <b>Plaintiff</b> Snider, Elizabeth Michelle |                      |                    |
|            | Total Financial Assessment                  |                      | 353.00             |
|            | Total Payments and Credits                  |                      | 353.00             |
|            | <b>Balance Due as of 04/11/2024</b>         |                      | <b>0.00</b>        |
| 08/11/2011 | Transaction Assessment                      |                      | 217.00             |
| 08/11/2011 | Transaction Assessment                      |                      | 136.00             |
| 08/11/2011 | Payment                                     | Receipt # 2011-17924 | Cox, Cameron Jacob |
|            |                                             |                      | (353.00)           |

## CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): 2011-20641-158 COURT (FOR CLERK USE ONLY): 158

STYLED ELIZABETH MICHELLE SNIDER VS. W. TRAVIS BIGGS AND LAW

(c.g., John Smith v. All American Insurance Co.; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

OFFICE OF W. TRAVIS BIGGS, P.L.L.C.

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment motion for modification or enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

|                                                                      |                                            |                                                                                                         |                                                                                                                                                                                                                |
|----------------------------------------------------------------------|--------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Contact information for person completing case information sheet: |                                            | Names of parties in case:                                                                               | Person or entity completing sheet is:                                                                                                                                                                          |
| Name:<br><u>ANN JACOBS</u>                                           | Email:<br><u>A.JACOBS@DENTONLAWYER.COM</u> | Plaintiff(s)/Petitioner(s):<br><u>ELIZABETH MICHELLE SNIDER</u>                                         | <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner<br><input type="checkbox"/> Pro Se Plaintiff/Petitioner<br><input type="checkbox"/> Title IV-D Agency<br><input type="checkbox"/> Other: |
| Address:<br><u>1100 DALLAS DR. SUITE 100</u>                         | Telephone:<br><u>382-4357</u>              | Defendant(s)/Respondent(s):<br><u>W. TRAVIS BIGGS</u><br><u>LAW OFFICE OF W. TRAVIS BIGGS, P.L.L.C.</u> | Additional Parties in Child Support Case:<br>Custodial Parent:<br>Non-Custodial Parent:<br>Presumed Father:                                                                                                    |
| City/State/Zip:<br><u>DENTON, TX 76205 591-0991</u>                  | Fax:                                       | [Attach additional page as necessary to list all parties]                                               |                                                                                                                                                                                                                |
| Signature:<br><u>Ann Jacobs</u>                                      | State Bar No:                              |                                                                                                         |                                                                                                                                                                                                                |

## 2. Indicate case type, or identify the most important issue in the case (select only 1):

| Civil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Family Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract</b><br><input type="checkbox"/> Debt/Contract<br><input type="checkbox"/> Consumer/DTPA<br><input type="checkbox"/> Debt/Contract<br><input type="checkbox"/> Fraud/Misrepresentation<br><input type="checkbox"/> Other Debt/Contract:<br><b>Foreclosure</b><br><input type="checkbox"/> Home Equity—Expedited<br><input type="checkbox"/> Other Foreclosure<br><input type="checkbox"/> Franchise<br><input type="checkbox"/> Insurance<br><input type="checkbox"/> Landlord/Tenant<br><input type="checkbox"/> Non-Competition<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Other Contract: | <b>Injury or Damage</b><br><input type="checkbox"/> Assault/Battery<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Defamation<br><b>Malpractice</b><br><input type="checkbox"/> Accounting<br><input checked="" type="checkbox"/> Legal<br><input type="checkbox"/> Medical<br><input type="checkbox"/> Other Professional Liability:<br><input type="checkbox"/> Motor Vehicle Accident<br><input type="checkbox"/> Premises<br><b>Product Liability</b><br><input type="checkbox"/> Asbestos/Silica<br><input type="checkbox"/> Other Product Liability<br>List Product:<br><input type="checkbox"/> Other Injury or Damage: | <b>Real Property</b><br><input type="checkbox"/> Eminent Domain/Condemnation<br><input type="checkbox"/> Partition<br><input type="checkbox"/> Quiet Title<br><input type="checkbox"/> Trespass to Try Title<br><input type="checkbox"/> Other Property:<br><b>Related to Criminal Matters</b><br><input type="checkbox"/> Expunction<br><input type="checkbox"/> Judgment Nisi<br><input type="checkbox"/> Non-Disclosure<br><input type="checkbox"/> Seizure/Forfeiture<br><input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment<br><input type="checkbox"/> Other: | <b>Marriage Relationship</b><br><input type="checkbox"/> Annulment<br><input type="checkbox"/> Declare Marriage Void<br><b>Divorce</b><br><input type="checkbox"/> With Children<br><input type="checkbox"/> No Children<br><b>Other Family Law</b><br><input type="checkbox"/> Enforce Foreign Judgment<br><input type="checkbox"/> Habeas Corpus<br><input type="checkbox"/> Name Change<br><input type="checkbox"/> Protective Order<br><input type="checkbox"/> Removal of Disabilities of Minority<br><input type="checkbox"/> Other: | <b>Post-judgment Actions (non-Title IV-D)</b><br><input type="checkbox"/> Enforcement<br><input type="checkbox"/> Modification—Custody<br><input type="checkbox"/> Modification—Other<br><b>Title IV-D</b><br><input type="checkbox"/> Enforcement/Modification<br><input type="checkbox"/> Paternity<br><input type="checkbox"/> Reciprocity (UIFSA)<br><input type="checkbox"/> Support Order<br><b>Parent-Child Relationship</b><br><input type="checkbox"/> Adoption/Adoption with Termination<br><input type="checkbox"/> Child Protection<br><input type="checkbox"/> Child Support<br><input type="checkbox"/> Custody or Visitation<br><input type="checkbox"/> Gestational Parenting<br><input type="checkbox"/> Grandparent Access<br><input type="checkbox"/> Percentage/Paternity<br><input type="checkbox"/> Termination of Parental Rights<br><input type="checkbox"/> Other Parent-Child: |
| <b>Employment</b><br><input type="checkbox"/> Discrimination<br><input type="checkbox"/> Retaliation<br><input type="checkbox"/> Termination<br><input type="checkbox"/> Workers' Compensation<br><input type="checkbox"/> Other Employment:                                                                                                                                                                                                                                                                                                                                                                                     | <b>Other Civil</b><br><input type="checkbox"/> Administrative Appeal<br><input type="checkbox"/> Antitrust/Unfair Competition<br><input type="checkbox"/> Code Violations<br><input type="checkbox"/> Foreign Judgment<br><input type="checkbox"/> Intellectual Property<br><input type="checkbox"/> Lawyer Discipline<br><input type="checkbox"/> Perpetuate Testimony<br><input type="checkbox"/> Securities/Stock<br><input type="checkbox"/> Tortious Interference<br><input type="checkbox"/> Other:                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Tax</b><br><input type="checkbox"/> Tax Appraisal<br><input type="checkbox"/> Tax Delinquency<br><input type="checkbox"/> Other Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Probate &amp; Mental Health</b><br><b>Probate/Wills/Intestate Administration</b><br><input type="checkbox"/> Dependent Administration<br><input type="checkbox"/> Independent Administration<br><input type="checkbox"/> Other Estate Proceedings<br><input type="checkbox"/> Guardianship—Adult<br><input type="checkbox"/> Guardianship—Minor<br><input type="checkbox"/> Mental Health<br><input type="checkbox"/> Other:                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## 3. Indicate procedure or remedy, if applicable (may select more than 1):

|                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Appeal from Municipal or Justice Court<br><input type="checkbox"/> Arbitration-related<br><input type="checkbox"/> Attachment<br><input type="checkbox"/> Bill of Review<br><input type="checkbox"/> Certiorari<br><input type="checkbox"/> Class Action | <input type="checkbox"/> Declaratory Judgment<br><input type="checkbox"/> Garnishment<br><input type="checkbox"/> Interpleader<br><input type="checkbox"/> License<br><input type="checkbox"/> Mandamus<br><input type="checkbox"/> Post-judgment | <input type="checkbox"/> Prejudgment Remedy<br><input type="checkbox"/> Protective Order<br><input type="checkbox"/> Receiver<br><input type="checkbox"/> Sequestration<br><input type="checkbox"/> Temporary Restraining Order/Injunction<br><input type="checkbox"/> Turnover |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NO. 2011-20661-158

ELIZABETH MICHELLE SNIDER,  
Plaintiff,

VS.

W. TRAVIS BIGGS and LAW OFFICE  
OF W. TRAVIS BIGGS, P.L.L.C.,  
Defendants.

IN THE DISTRICT COURT

158<sup>th</sup> JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

FILED  
2011 AUG 11 PM 2:54  
DENTON COUNTY CLERK

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff, ELIZABETH MICHELLE SNIDER, complaining of Defendants, W. TRAVIS BIGGS and LAW OFFICE OF W. TRAVIS BIGGS, P.L.L.C., and for cause of action would show the following:

I.

1.01 Discovery in this case is intended to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

II.  
Parties

2.01 Plaintiff, ELIZABETH MICHELLE SNIDER, is an individual residing in Denton County, Texas.

2.02 Defendant, W. TRAVIS BIGGS (hereinafter Defendant "BIGGS"), may be served with citation at 512 West Hickory Street, Suite 100, Denton, Texas 76201.

2.03 Defendant, LAW OFFICE OF W. TRAVIS BIGGS, P.L.L.C. (hereinafter Defendant "BIGGS ENTITY"), may be served with citation by serving its registered



agent for service of process, W. Travis Biggs, at 512 West Hickory Street, Suite 100, Denton, Texas 76201.

2.04 Defendants BIGGS and BIGGS ENTITY may hereinafter be collectively referred to as "Defendants".

### III. Venue

3.01 Venue is proper in Denton County since the transactions made the basis of Plaintiff's lawsuit occurred in Denton County, Texas. Specifically, Defendants' representation of Plaintiff occurred in Denton County, Texas and the acts complained of occurred in Denton County, Texas.

### IV. Facts

4.01 Plaintiff was injured in a car crash on May 23, 2007. Plaintiff's injuries caused extensive pain and suffering, and included the following:

- A. Injury to Lumbar Spine including sciatic pain radiating down left leg with muscle spasms;
- B. Injury to Thoracic Spine including pain and muscle spasms;
- C. Injury to Cervical Spine including pain and muscle spasms;
- D. Contusions to chest wall;
- E. Contusions to abdominal wall;
- F. Contusions to spleen;
- G. Contusions with ecchymosis to left knee;
- H. Destablization to left knee resulting in disruption to medial meniscus;
- I. Left knee operative arthroscopy with resection of medial shelf plica; and

J. Cervical, thoracic, and lumbar disruption of the muscles, ligaments, and connective tissues;

4.02 Over the next year, Plaintiff continued to have increasing pain in her knee, as well as fluid build up, tenderness, and popping in the knee synonymous with a tear in her meniscus. After numerous doctor visits and MRI's, her doctor recommended she have surgery on her left knee. Based upon her doctor's recommendation, Plaintiff had surgery to correct the damage to her knee on July 24, 2008.

4.03 Before this surgery and on October 16, 2007, Defendant BIGGS agreed to represent Plaintiff to collect money for her pain and suffering, lost wages, medical expenses and other related expenses incurred by Plaintiff. Defendant agreed to represent Plaintiff throughout 2007, 2008, 2009 and 2010, and was aware of the July 24, 2008 surgery, as well as all other medical expenses being incurred by Plaintiff during this representation period. The medical expenses alone during this period totaled \$28,558.59, which do not include her pain and suffering, and her \$880.00 in lost wages. However, Defendants recovered \$0.00 on behalf of Plaintiff for these damages.

4.04 Plaintiff later learned that Defendants made but only one attempt to collect money on Plaintiff's behalf, and that attempt was a lone demand letter to State Farm on October 17, 2007. This demand letter was sent to State Farm because State Farm was the insurance carrier for Courtney Swift, the individual who caused the car accident referenced herein. This demand letter was denied on October 22, 2007. Defendants sent this demand letter prior to Plaintiff's surgery without any follow up demands or action with State Farm. Additionally, no demand was made upon Plaintiff's own

uninsured/underinsured carrier. The only other action taken by Defendants after this lone demand was a request of Plaintiff's medical billing records in January of 2009.

4.05 The two-year statute of limitations for Plaintiff to collect the \$28,558.59 in medical expenses, ~~\$880.00~~ in lost wages, recovery for her diminished standard of living, and recovery for her pain and suffering expired on May 23, 2009. Defendants failed to take any action before that date. Defendants' failure to either settle or file a lawsuit before the statute of limitations has expired constitutes legal malpractice, negligence and gross negligence. Defendants' negligence, gross negligence and legal malpractice directly caused Plaintiff to lose out on recovering her \$28,558.59 in medical expenses, as well as recovery for lost wages, her pain and suffering, and her diminished living capacity. The insurance available to Plaintiff for all such recovery exceeded the amount she could have recovered.

4.06 On May 6, 2009 Plaintiff called Defendants' office asking about the status of her case. Plaintiff left a message with Defendants' assistant Tara for Defendant BIGGS to call her about her case and if he needed anything further from Plaintiff. This call went unanswered and unreturned by Defendants.

4.07 With the two-year statute of limitations for all of Plaintiff's potential claims for recovery expired, Plaintiff is now unable to collect all sums she would otherwise be entitled. Plaintiff's recovery is now reduced to nothing due to the acts and omissions of Defendants.

4.08 On June 9, 2009 Defendants informed Plaintiff that the two-year statute of limitations on her personal injury claim against the driver of the car that caused her injuries had expired. Then on June 17, 2009, Defendant BIGGS confirmed this statement

and sent Plaintiff an agreement between him and her stating the following relevant provisions:

"I have been representing you in your claims against Courtney Swift and State Farm Insurance for personal injury claims. As we discussed, the statute of limitations on your claims of personal injury has expired. *Your claim for personal injury, however, continues to be viable.* I would be pleased to continue to represent you in that claim, but the Rules of Professional Conduct require that I may not represent a client if my representation of that client may be materially limited by my own interest unless I reasonably believe that the representation will not be adversely affected and you consent to my continued representation." (¶1 of June 17<sup>th</sup>, 2009 agreement attached hereto as Exhibit "A", emphasis added)

"I believe that I can represent you in the personally injury claim against Courtney Swift and State Farm Insurance." (¶2; Exhibit "A")

4.09 On December 8, 2009 Defendants sent a letter to their malpractice insurance carrier stating the following:

"Ms. Snider had sustained an injury to her left knee that worsened over time to the point that she finally underwent arthroscopic surgical repair. We had requested all medical bills and records and had not received them from the medical providers at the time the statute of limitations had expired. Ultimately, Ms. Snider's physical damages would dictate the amount of the claim. Ms. Snider ended up with lost wages and medical bills totaling approximately \$11,500.00." (¶1 of December 8<sup>th</sup>, 2009 letter attached hereto as Exhibit "B")

"I evaluated the case so that the client would have received approximately \$5,000.00 after the attorney fee was taken out. The client still has an outstanding medical bill to pay and is aware of my perceived value of the claim." (§2: Exhibit "B")

4.10 The June 17, 2009 agreement contains affirmative misstatements of fact that were made by Defendants. Defendants' knew on June 19, 2009 that Plaintiff's personal injury claim was not viable, even though Defendant BIGGS told her "your claim for personally injury, however, continues to be viable." (§1: Exhibit "A") He also stated he could "represent [her] in the personal injury claim against Courtney Swift and State Farm Insurance" (§2: Exhibit "A") knowing this was a false statement. The facts were her claim was no longer viable and Defendants were not able pursue any personal injury claims against either Courtney Swift or State Farm. Defendants also made an omission of fact by not pursuing or mentioning Plaintiff's own underinsured claim against her insurance carrier. This claim and avenue of recovery is also no longer viable and available to Plaintiff due to Defendants' conduct.

4.11 Defendants made further misstatements of fact in their October 8, 2009 letter when they said Defendants "had not received [medical bills and records] from the medical providers at the time statute of limitations had expired." (§1: Exhibit "B") Defendants had in fact received some medical records, or at least did not follow up on their request for such records before the statute of limitations had expired. This letter further led Plaintiff and Defendants' insurance carrier to believe Defendants' had pursued, but was unable to receive her medical records. However, Defendants' file shows they had received some of these records. Defendants' further misrepresented the value of

Plaintiff's claim, and wholly failed to include damages for her pain and suffering and the full amount of her medical expenses and lost wages.

4.12 All of these errors and omissions constitute legal malpractice, negligence, gross negligence, misrepresentations, and misstatements of fact, and the legal services Defendants provided and/or failed to provide to Plaintiff.

#### V. Legal Malpractice

5.01 Plaintiff incorporates the facts and evidence set forth in Section IV of this Petition into this claim for legal malpractice. Plaintiff's claim is based upon Defendants' failure to exercise the degree of care, skill and diligence that a lawyer and a law firm of ordinary skill and knowledge commonly possesses and exercises.

5.02 Defendants breached their standard of care to Plaintiff by failing to: (1) pursue Plaintiff's claims against Courtney Swift's insurance carrier; (2) follow up with Plaintiff's medical carriers for reductions in her medicals; (3) make further demand upon Plaintiff's underinsured and uninsured carrier to pay Plaintiff for her injuries; (4) make any additional demands upon Courtney Swift's insurance carrier after Plaintiff's medical expenses were known to Defendants; (5) file any claim against Courtney Swift within the two-year statute of limitations; and, (6) by misleading Plaintiff by stating Plaintiff still had a viable claim against Courtney Swift and any of the insurance carriers after the deadline to file a viable claim had passed. Plaintiff had no viable claim available against any parties after May 23, 2009.

5.03 Defendants legal malpractice has now prohibited Plaintiff from pursuing any claims against Courtney Swift and any available insurance carriers for the damages

sustained by Plaintiff. But for Defendants' legal malpractice, Plaintiff would have been able to collect all sums for her damages for which she is now prohibited. Plaintiff's only remedy now is to collect these damages against Defendants for Defendants' legal malpractice, negligence, gross negligence, misrepresentations, and misstatements of fact, and the legal services he provided and/or failed to provide to Plaintiff.

#### VI. Negligence

6.01 Plaintiff incorporates the facts and evidence set forth in Sections IV and V of this Petition into this claim for negligence. Plaintiff's claim for negligence is based upon Defendants' breach of their duty to Plaintiff to pursue Plaintiff's underlying claim against Courtney Swift diligently and in a timely manner. Defendants' breach of this duty has proximately caused damages to Plaintiff in the amounts stated in this Petition.

#### VII. Gross Negligence

7.01 Plaintiff incorporates the facts and evidence set forth in Sections IV, V and VI of the Petition into this claim for gross negligence. Defendants' acts and misstatements show that there was more than a momentary thoughtlessness, inadvertence or error or judgment. Defendants' acts and/or omissions establish that the acts stated herein were the result of actual conscious indifference to the rights, safety or welfare of Plaintiff. For these reasons, Plaintiff seeks all actual and exemplary damages as allowed under Texas law.

VIII.

Violations of the Deceptive Trade Practices Act

8.01 Plaintiff incorporates the facts and evidence set forth in Sections IV and V of the Petition into this claim for Defendants' various violations of Chapter 17 of the Business and Commerce Code, also known as the Deceptive Trade Practices Act ("DTPA").

8.02 In violation of §17.46 of the DTPA, Defendants represented that their services had sponsorship, approval, characteristics, uses, or benefits which they did not have. Defendants represented that an agreement conferred or involved rights, remedies, or obligations which it did not have or involve. And, Defendants represented that work or services had been performed on, when the work or services were not performed. These acts and violations of the DTPA include, but are not limited to the following:

- A. Defendants' misstatements that they were able to pursue Plaintiff's personal injury claim against Courtney Swift and State Farm after the statute of limitations to do so had expired;
- B. Defendants' misstatement that Plaintiff's personal injury claim remained "viable" after the statute of limitations had expired, knowing that the claim was not "viable";
- C. Defendants' misstatement that Plaintiff could recover additional sums of money after the statute of limitations for her personal injury claim had expired;
- D. Defendants' misstatement that they were unable to obtain Plaintiff's medical records before the expiration of the statute of limitations;



E. Defendants' misstatement that they could continue to represent Plaintiff if she would only agree to waive any conflict of interest under the Rules of Professional Conduct;

F. Defendants' failure to disclose information concerning their services which was known at the time of the agreement, and his failure to disclose such information was intended to induce Plaintiff into entering into the July 17, 2009 agreement solely for the benefit of Defendants;

G. In an effort to diminish their own liability to Plaintiff, Defendants' misstated that Plaintiff could have received \$5,000.00, when she was entitled to substantially more than this amount and it wholly failed to include other elements of Plaintiff's underlying damages; and

H. Defendants' misstatement that the total amount of Plaintiff's damages was \$11,500.00, when the total amount greatly exceeded this amount and did not include any damages for her pain and suffering;

8.03 Defendants' took advantage of Plaintiff's lack of knowledge, ability, experience and capacity to a grossly unfair degree. Defendants knew each of these statements was false at the time they were made, and Plaintiff relied on these statements to her detriment.

#### IX. Damages

9.01 Plaintiff incorporates Sections IV, V, VI, VII and VIII of this Petition into this Section for Plaintiff's damages against Defendants. Due to the negligence, gross negligence, legal malpractice and violations of the DTPA committed by Defendants, Plaintiff's specific claim for economic damages in the amount of TWENTY NINE

THOUSAND FOUR HUNDRED THIRTY-EIGHT AND 59/100 (\$29,438.59)

DOLLARS is broken down as follows:

|                                       |              |
|---------------------------------------|--------------|
| Presbyterian Hospital of Denton ER    | \$7,532.79   |
| Denton Radiology ER                   | \$498.87     |
| Dr. Pike                              | \$990.00     |
| Clearsky Imaging – MRI Left Knee      | \$1,290.00   |
| Presbyterian MRI Left Knee            | \$3,133.44   |
| Denton Radiology – MRI Read Left Knee | \$281.00     |
| Dr. Whetsell                          | \$495.00     |
| Dr. Weinberg                          | \$365.49     |
| Imaging Consultants                   | \$104.00     |
| Dr. Blair                             | \$3,279.00   |
| Baylor Denton Surgicare               | \$9,341.00   |
| Pinnacle Anesthesia                   | \$1,133.00   |
| ActivMedical                          | \$115.00     |
| Pay Rate:                             | \$10.00 hour |
| Hours Worked Per Day:                 | 8            |
| Days Missed:                          | 11           |
| Total Lost Wages:                     | \$880.00     |

9.02 For the same acts complained of herein, Plaintiff is further seeking damages for mental anguish and pain and suffering against Defendants. Plaintiff is further seeking those damages for pain and suffering and diminished living capacity and all other accident-related compensable damages to which Plaintiff may be entitled to and that Plaintiff would have been able to recover against Courtney Swift had Defendants not committed the acts complained of herein.

9.03 Plaintiff is also seeking exemplary damages against Defendants. Plaintiff's contention is that Defendants knowingly and intentionally made the misstatements of fact cited herein for the sole purpose of hiding that they had virtually done no work on her file and on her behalf, as well as to allow Defendants an opportunity to force Plaintiff to agree to and settle any claim against Defendants for a lesser amount than she was

otherwise entitled to under Texas law. For this reason and those stated in this Petition, Plaintiff is seeking two to three times the amount of economic and mental anguish damages as allowed under §17.50(b)(1) of the DTPA, and under Plaintiff's theory of gross negligence.

X.  
Attorney's Fees

10.01 Due to Defendants' violations of the DTPA, commissions of legal malpractice and gross negligence have made it necessary for Plaintiff to retain the undersigned attorneys. As such, Plaintiff is seeking recovery of any all such reasonable and necessary attorneys' fees, court costs and all other reasonable expenses incurred in pursuing this matter against Defendants.

10.02 Reasonable attorney's fees for the services rendered and to be rendered through trial and appeal are at least \$300.00 per hour from the time of engagement until trial, and through any and all appeals, if necessary.

XI.  
DTPA Notice

11.01 On May 22, 2011 Plaintiff and Defendant's counsel entered into an agreement to toll the statute of limitations in this matter until August 22, 2011. This agreement is attached hereto as Exhibit "C".

11.02 Plaintiff then made demand and pursued settlement under all Plaintiff's legal theories, which included an offer of settlement in accordance with §17.505 and §17.5052 of the DTPA. This offer was made on June 27, 2011 making the deadline for Defendants to respond to this offer on or before August 27, 2011 under §17.5052(a) of

the DTPA. Pursuant to the tolling agreement, the expiration of the statute of limitations for Plaintiff's DTPA claim is on August 22, 2011, which is five (5) days before Defendants' response deadline of August 27, 2011.

11.03 With deadlines looming for Plaintiff under this tolling agreement, Plaintiff has made numerous attempts to receive a DTPA acceptance or counter-offer from Defendants, but Defendants have not responded with such an acceptance or counter-offer. Therefore, this Petition is being filed against Defendants prior to the DTPA notice deadline being met because the statute of limitations may expire before such a time the response is allowed. For this reason, the filing of this Petition before the deadline and notice requirement is met is excused under §17.505(b) of the DTPA.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that:

- A. Defendants be cited to appear and answer;
- B. Plaintiff be granted judgment for all amounts sought herein to be awarded by the jury;
- C. Plaintiff be granted judgment for pre-judgment and post-judgment interest at the highest legal or contractual rate allowed by law;
- D. Plaintiff be granted judgment for reasonable and necessary attorneys' fees for the pre-trial, trial and any appeals of this matter, as well as for collection of the balance due, if applicable;
- E. Plaintiff be granted judgment for all costs of court; and
- F. Plaintiff receive such other and further relief as Plaintiff may be justly entitled to in law or equity.

Respectfully submitted,

SAWKO & BURROUGHS, P.C.

By: 

Cameron J. Cox  
State Bar No. 24035802

1100 Dallas Drive, Suite 100  
Denton, Texas 76205  
Telephone No. (940) 382-4357  
Facsimile No. (940) 591-0991

Attorney for Plaintiff

**EXHIBIT**  
**A**

# BIGGS LAW FIRM

A PROFESSIONAL LIMITED LIABILITY COMPANY

512 W. Hickory Street • Suite 201 • The Lawyers Building • Denton, Texas 76201

W. Travis Biggs  
Attorney at Law

Telephone: (940) 484-2842  
Toll Free Facsimile: (866) 451-0321  
travis@dentontitle.com

June 17, 2009

**VIA FIRST CLASS MAIL**

Elizabeth Snider  
418 N Sierra Trail  
Pilot Point, Texas 76258

**Re: Consent to continue representation**

Dear Elizabeth

In accordance with our office conference on June 9, 2009, I informed you that I needed to prepare a letter to you explaining that the Statute of Limitations in your case had lapsed and that I needed to obtain our permission to continue to represent you in your claim. I have been representing you in your claims against Courtney Swift and State Farm Insurance for personal injury claims. As we discussed, the statute of limitations on your claims of personal injury has expired. Your claim of personal injury, however, continues to be viable. I would be pleased to continue to represent you in that claim, but the Rules of Professional Conduct require that I may not represent a client if my representation of that client may be materially limited by my own interests unless I reasonably believe that the representation will not be adversely affected and you consent to my continued representation.

I believe that I can represent you in the personal injury claim against Courtney Swift and State Farm Insurance. The fact that you may have a claim against me for not filing the personal injury claims within the statutory time period will not, in my opinion, materially limit my loyalty to you as my client. If you and my insurance carrier cannot resolve that matter short of litigation, however, we will have to reassess this issue.

As we discussed, you may consult independent counsel regarding any claim you may have against me and regarding your consent to my continued representation of you in the personal injury claim. By executing this letter, you shall be deemed to have (i) consented to my continued representation of you in the personal injury against Courtney Swift and State Farm Insurance; (ii) understood the potential conflict of interest arising out of that representation; (iii) waived any conflict of interest that has arisen as a result of that representation; and (iv) acknowledge that you have been advised that you may consult with independent counsel regarding the waiver of any conflict of interest and consent to my continued representation of you.

If you consent to the above, please execute this letter in the place indicated below and return a fully executed original to me. If you have any questions or concerns, or wish to discuss any aspect of this letter, please contact me as soon as possible.

Very truly yours,

**BIGGS LAW FIRM, P.L.L.C.**

W. Travis Biggs

ACCEPTED ON 12/19, 2009

BY:

Elizabeth Snider  
Elizabeth Snider



**EXHIBIT  
B**

December 8, 2009

**VIA FACSIMILE 516.365.2039**

Barry Reiber

AFPD

1 Hollow Lane, Suite 204

New Hyde Park, NY 11042

**Re: Insured: Biggs Law Firm, PLLC**  
**Claimant: Elizabeth Snider**  
**Policy No. 08APTX02632**  
**Policy Period: 10/17/08 to 10/17/09**  
**Policy Limits: \$500,000/\$1,000,000**  
**Deductible: \$1000**  
**Claim No.: 13019**

Dear Mr. Reiber:

The case I accepted on behalf of Elizabeth Snider was for a motor vehicle accident. The claim was made by me for failure to file suit by Statute of Limitations. Ms. Snider experienced a motor vehicle accident in which she was driving and another driver struck her vehicle in her driver's side door in Denton County Texas. Ms Snider had sustained an injury to her left knee that worsened over time to the point that she finally underwent arthroscopic surgical repair. We had requested all medical bills and records and had not received them from the medical providers at the time the statute of limitations had expired. Ultimately, Ms. Snider's physical damages would dictate the amount of the claim. Ms. Snider ended up with lost wages and medical bills totaling approximately \$11,500.00.

I used abacus law for calendaring my cases. As a result of a calendaring program update, I discovered that the Statute of limitations on the file was missed. I notified the client that the Statute of limitations has been missed in accordance with the rules of ethics and promptly reported the claim to my current carrier. I evaluated the case so that the client would have received approximately \$5000.00 after the attorney fee was taken out.

The client still has an outstanding medical bill to pay and is aware of my perceived value of the claim.

Should you have any questions, please do not hesitate to contact us at your convenience.

Very truly yours,

**BIGGS LAW FIRM, P.L.L.C.**

W. Travis Biggs

WTB/leb

cc: client

Enclosure(s): as stated

**EXHIBIT  
C**

**SAWKO & BURROUGHS, P.C.**

ATTORNEYS AND COUNSELORS

Partners:  
Gregory J. Sawko  
Mark A. Burroughs

1100 Dallas Drive, Suite 100  
Denton, Texas 76205

Associate:  
Cameron J. Cox

[www.DentonLawyer.com](http://www.DentonLawyer.com)

(940) 382-4357 Telephone  
(940) 591-0991 Telecopy

[C.Cox@DentonLawyer.com](mailto:C.Cox@DentonLawyer.com)

May 10, 2011

*Referred by and Subject to Rule 408 -- Settlement Discussion*

Via Facsimile No. (214) 871-8209

Mr. Shawn W. Phelan  
Thompson Coe  
700 North Pearl Street  
Twenty-Fifth Floor  
Dallas, Texas 75201

RE: Elizabeth M. Snider/W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C.

Dear Mr. Phelan:

Thank you for contacting me last week to discuss this matter. Pursuant to that conversation, I want to confirm that we did receive Mr. Biggs' file in this matter from Martha Stahr yesterday.

We also discussed settling this matter without the necessity of filing a lawsuit; however, the statute of limitations is encroaching upon a "gray" area. While I believe the statute of limitations for a legal malpractice claim against Mr. Biggs is tolled until he ceased representing her in the underlying matter (sometime in December of 2009), it is to the benefit of all parties to agree to toll the limitations period so that we may attempt resolution in this matter.

~~Let this letter serve as an agreement between the parties to toll the statute of limitations in this matter to August 22, 2011.~~

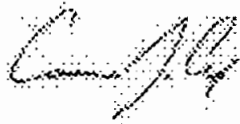
We will be contacting your office soon with either mediation dates or an offer in this matter.

Thank you for your attention to this matter. I look forward to hearing from you soon.

Shawn W. Phelan  
Page Two  
May 10, 2011

Sincerely,

SAWKO & BURROUGHS, P.C.



Cameron J. Cox  
Attorney at Law

CJC/acj

G:\CLIENTS\SNIDER\BIGGS\LETTERS\SENT\PHELAN051011 - Settlement & SOL's.doc

AGREED TO BY:



Shawn W. Phelan  
Attorney for Travis Biggs

5-19-2011  
Date

**CITATION BY CERTIFIED MAIL**

THE STATE OF TEXAS

COUNTY OF DENTON

CAUSE NO. 2011-20661-158

**TO: W. Travis Biggs, by serving Shawn W. Phelan-Thompson Coe, 700 N. Pearl Street, 25<sup>th</sup> Floor, Dallas, Texas 75201 (or wherever he/she may be found)**

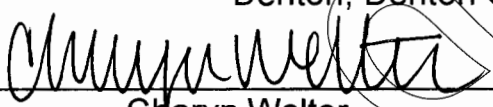
Notice to defendant: You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the first Monday following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. The nature of the suit is fully shown by a true and correct copy of the Plaintiff's Original Petition accompanying this citation and made a part hereof.

|                            |                                                                                     |
|----------------------------|-------------------------------------------------------------------------------------|
| Court:                     | District Clerk<br>1450 E. McKinney, 3rd Floor, Denton, TX 76209                     |
| Cause No.:                 | 2011-20661-158                                                                      |
| Date of Filing:            | 08/11/2011                                                                          |
| Document:                  | Plaintiff's Original Petition                                                       |
| Parties in Suit:           | Elizabeth Michelle Snider; W. Travis Biggs; Law Office of W. Travis Biggs, P.L.L.C. |
| Clerk:                     | Sherri Adelstein, District Clerk<br>1450 E. McKinney, Suite 1200, Denton, TX 76209  |
| Party or Party's Attorney: | Cameron J. Cox<br>1100 Dallas Drive, Suite 100, Denton, Texas 76205                 |

Issued under my hand and seal of this said court on this the 12th day of August, 2011



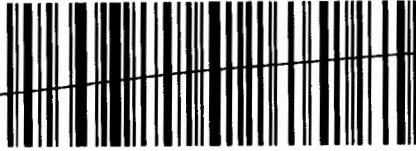
Sherri Adelstein, District Clerk  
Denton, Denton County, Texas

  
Charyn Welter

, Deputy

**ORIGINAL**

SHERRI ADELSTEIN  
DENTON COUNTY DISTRICT CLERK  
PO BOX 2146  
DENTON, TX 76202-2146



*copy*

7196 9007 2680 0176 4029

Return Receipt (Electronic)

2011-20661-158

SHAWN W. PHELAN- THOMPSON COE  
700 N PEARL ST FL 25  
DALLAS, TX 75201-2832

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Cause No. 2011-20661-158

Style: Elizabeth Michelle Snider

VS

W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C.

**RETURN OF CITATION BY CERTIFIED MAIL**

Came to hand on 8/12/2011 at 1:30 p.m. and I hereby certify that on 8/12/2011, I mailed to W. Travis Biggs, by serving Shawn W. Phelan-Thompson Coe, 700 N. Pearl Street, 25<sup>th</sup> Floor, Dallas, Texas 75201 by registered mail or certified mail, signature confirmation requested, a true copy of this citation with a copy of the Plaintiff's Original Petition attached thereto.

Restricted Delivery: No

Sherri Adelstein, District Clerk  
Denton County, Texas

1450 E. McKinney, Suite 1200, Denton, TX 76209

PO Box 2146, Denton, TX 76202



*Charyn Welter*  
Charyn Welter, Deputy

Service Fee: \$60.00

CERTIFIED MAIL NO.: 7196 9007 2680 0176 4029

Signed for on: 8/16/11

By: Bruno Juereca

Attach tracking history or signature receipt.

ORIGINAL



Date Produced: 08/22/2011

CONFIRM DELIVERY, INC.

**FILED**  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
AUG 16 2011  
DISTRICT CLERK  
Denton County, Texas  
BY: CU DEPUTY

The following is the delivery information for Certified Mail™ item number 7196 9007 2680 0176 4029. Our records indicate that this item was delivered on 08/16/2011 at 11:00 a.m. in DALLAS, TX, 75201. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section  
Signature: Bruno Juarez  
Printed Name: Bruno Juarez

Address of Recipient:

Address: 700 N. Pearl 2500

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference info shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

2011-20661-158  
SHAWN W. PHELAN- THOMPSON COE  
700 N PEARL ST FL 25  
DALLAS TX 75201-2832

**CITATION BY CERTIFIED MAIL**

THE STATE OF TEXAS

COUNTY OF DENTON

CAUSE NO. 2011-20661-158

**TO: Law Office of W. Travis Biggs, P.L.L.C., by serving Shawn W. Phelan-Thompson Coe, 700 N. Pearl Street, 25<sup>th</sup> Floor, Dallas, Texas 75201 (or wherever he/she may be found)**

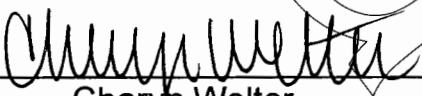
Notice to defendant: You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the first Monday following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. The nature of the suit is fully shown by a true and correct copy of the Plaintiff's Original Petition accompanying this citation and made a part hereof.

|                            |                                                                                     |
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| Court:                     | District Clerk<br>1450 E. McKinney, 3rd Floor, Denton, TX 76209                     |
| Cause No.:                 | 2011-20661-158                                                                      |
| Date of Filing:            | 08/11/2011                                                                          |
| Document:                  | Plaintiff's Original Petition                                                       |
| Parties in Suit:           | Elizabeth Michelle Snider; W. Travis Biggs; Law Office of W. Travis Biggs, P.L.L.C. |
| Clerk:                     | Sherri Adelstein, District Clerk<br>1450 E. McKinney, Suite 1200, Denton, TX 76209  |
| Party or Party's Attorney: | Cameron J. Cox<br>1100 Dallas Drive, Suite 100, Denton, Texas 76205                 |

Issued under my hand and seal of this said court on this the 12th day of August, 2011



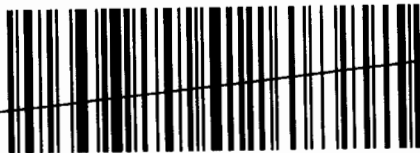
Sherri Adelstein, District Clerk  
Denton, Denton County, Texas

  
Charyn Welter

, Deputy

**ORIGINAL**

SHERRI ADELSTEIN  
DENTON COUNTY DISTRICT CLERK  
PO BOX 2146  
DENTON, TX 76202-2146



copy

7196 9007 2680 0176 4067

Return Receipt (Electronic)

2011-20661-158

SHAWN W. PHELAN- THOMPSON COE  
700 N PEARL ST FL 25  
DALLAS, TX 75201-2832

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6"x9" ENVELOPE  
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Cause No. 2011-20661-158

Style: Elizabeth Michelle Snider

VS

W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C.

**RETURN OF CITATION BY CERTIFIED MAIL**

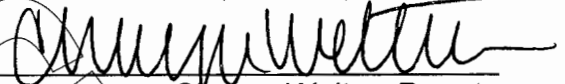
Came to hand on 8/12/2011 at 1:30 p.m. and I hereby certify that on 8/12/2011, I mailed to Law Office of W. Travis Biggs, P.L.L.C., by serving Shawn W. Phelan-Thompson Coe, 700 N. Pearl Street, 25<sup>th</sup> Floor, Dallas, Texas 75201 by registered mail or certified mail, signature confirmation requested, a true copy of this citation with a copy of the Plaintiff's Original Petition attached thereto.

Restricted Delivery: No

Sherri Adelstein, District Clerk  
Denton County, Texas



1450 E. McKinney, Suite 1200, Denton, TX 76209  
PO Box 2146, Denton, TX 76202

  
Charyn Welter, Deputy

Service Fee: \$60.00

CERTIFIED MAIL NO.: 7196 9007 2680 0176 4067

Signed for on: 8/16/11

By: Bruno Juereca

Attach tracking history or signature receipt.

ORIGINAL



Date Produced: 08/22/2011

**FILED**  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

AUG 16 2011

DISTRICT CLERK  
Denton County, Texas

BY:                      DEPUTY

CONFIRM DELIVERY, INC.

The following is the delivery information for Certified Mail™ item number 7196 9007 2680 0176 4067. Our records indicate that this item was delivered on 08/16/2011 at 11:00 a.m. in DALLAS, TX, 75201. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section  
Signature: Bruno Juarez  
Address: Bruno Juarez

Address of Recipient:

Address: 700 N. Pearl 2500

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference info shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

2011-20661-158  
SHAWN W. PHELAN- THOMPSON COE  
700 N PEARL ST FL 25  
DALLAS TX 75201-2832

CAUSE NO. 2011-20661-158

ELIZABETH MICHELLE SNIDER,

Plaintiff,

V.

W. TRAVIS BIGGS and LAW OFFICE OF  
W. TRAVIS BIGGS, P.L.L.C.,

Defendants.

§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

158TH JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

**DEFENDANTS W. TRAVIS BIGGS AND LAW OFFICE OF W. TRAVIS BIGGS,  
P.L.L.C.'S ORIGINAL ANSWER TO PLAINTIFF'S ORIGINAL PETITION**

Defendants W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C., file this, their Original Answer to *Plaintiff's Original Petition*, and would show the Court as follows:

**I.**

**GENERAL DENIAL**

Defendants W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C. ("Defendants") generally deny the allegations contained in *Plaintiff's Original Petition*, and since they are allegations of fact, Plaintiff should be required to prove them by a preponderance of the evidence in accordance with the laws of the State of Texas.

**II.**

**AFFIRMATIVE DEFENSES**

1. Any damages allegedly sustained by Plaintiff were proximately caused, in whole or in part, by the negligent or intentional acts or omissions of parties over whom Defendants exercised no control. Such negligent or intentional acts or omissions constitute the new and independent, intervening, or sole proximate cause of any damages complained of by Plaintiff.

**DEFENDANTS W. TRAVIS BIGGS AND LAW OFFICE OF W. TRAVIS BIGGS, P.L.L.C.'S ORIGINAL  
ANSWER TO PLAINTIFF'S ORIGINAL PETITION – Page 1 of 4**

2. Plaintiff cannot bring a cause of action under the Texas Deceptive Trade Practices Act against Defendants as Defendants were at all time acting as a professional rendering professional services to Plaintiff. Tex. Bus. & Comm. Code 17.49(c) and (d).

3. Pleading further, Plaintiff's claims are barred in whole or in part by the doctrine of contributory negligence.

4. Pleading further, Defendant is entitled to offset for payments received by Plaintiff from third parties.

5. Pleading further, and in the alternative, all statements contained within communications between the parties are mere expressions of opinion and are not actionable as misrepresentations.

6. Pleading further, Defendants are not responsible for any expenses or damages allegedly incurred by Plaintiff due to Plaintiff's own acts, conduct, negligence and/or failure to exercise reasonable care in mitigating its damages.

7. Plaintiff has failed to mitigate her damages, if any; though again, Defendants deny that they caused any damages to Plaintiff.

8. Plaintiff's damages, if any, are unrelated to any act or omission of Defendants, and Defendants' actions were not a proximate or producing cause of any alleged damages suffered by Plaintiff.

9. For further answer, if same be necessary, Defendants plead that this proceeding is subject to the proportionate responsibility provisions of Chapter 33 of the Tex. Civ. Prac. & Rem. Code, and/or the contribution provisions of Chapter 32 of the Tex. Civ. Prac. & Rem. Code.



10. In the unlikely event that Defendants are held liable in the above-referenced matter, the damages recoverable should be limited to the amounts and conditions set forth in Chapter 41.001-009 of the Texas Civil Practice and Remedies Code.

11. Plaintiff has pled inconsistent theories of recovery in this case. Plaintiff is entitled to recover under only one of the theories. Defendants request that Plaintiff elect one theory of recovery.

12. Defendants affirmatively plead a defense to Plaintiff's claims on the basis that Plaintiff's damages, if any, were caused, solely or partially, or proximately caused by the negligence of some person or third party over whom Defendants had no right of nor actual control nor legal responsibility. Additionally and without limitation, Defendants allege that Plaintiff's damages, if any, were caused by the negligence and/or other conduct violating an applicable legal standard of Courtney Swift and Mercury County Insurance Company, are and should be a responsible third parties in this case.

13. Defendants further allege by way of affirmative defense that the imposition of punitive damages in this proceeding would be fundamentally unfair and would violate the Constitution of the United States, and the Constitution of the State of Texas in one or more of the following respects, to wit:

- a. Due Process requires proof of gross negligence and punitive damages by a standard greater than the "preponderance of the evidence" standard. Due process requires proof of such claims by at least a clear and convincing evidence standard of proof.
- b. The assessment of punitive damages, a remedy that is essentially criminal in nature, constitutes infliction of a criminal penalty without the safeguards guaranteed by the Fifth, Sixth, and Fourteenth Amendments to the Constitution of the United States; the Eighth Amendment to the constitution of the United States, and Article 1, Sections 13 and 19 of the Constitution of the State of Texas.

**III.  
PRAYER**

Defendants W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C., pray that Plaintiff takes nothing by this suit and that Defendants be awarded their costs.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: /s/ Shawn W. Phelan  
Shawn W. Phelan  
State Bar No. 00784758  
Email: sphelan@thompsoncoe.com  
Dena K. Greenwood  
State Bar No. 24027212  
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Plaza of the Americas, 700 N. Pearl Street,  
Twenty-Fifth Floor  
Dallas, Texas 75201-2832  
Telephone: (214) 871-8200  
Telecopy: (214) 871-8209

**ATTORNEYS FOR DEFENDANTS W.  
TRAVIS BIGGS AND LAW OFFICE OF W.  
TRAVIS BIGGS, P.L.L.C.**

**CERTIFICATE OF SERVICE**

This is to certify that the foregoing document was forwarded on August 26, 2011 by certified mail, return receipt requested, to:

Cameron J. Cox  
SAWKO & BURROUGHS, P.C.  
1100 Dallas Drive  
Suite 1200  
Denton, TX 76209

/s/Shawn W. Phelan  
Shawn W. Phelan  
Dena K. Greenwood

**DEFENDANTS W. TRAVIS BIGGS AND LAW OFFICE OF W. TRAVIS BIGGS, P.L.L.C.'S ORIGINAL  
ANSWER TO PLAINTIFF'S ORIGINAL PETITION – Page 4 of 4**

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filing detailPlease review the information below to make sure that everything is correct. | [Printer-Friendly Version](#)**Processed By:** McCutcheon, Shelley**Attorney & Filer Information**

**Attorney Name:** Phelan, Shawn  
**Attorney Email:** sphelan@thompsoncoe.com  
**Bar Number:** 00784758  
**Law Firm:** Thompson Coe Cousins & Irons-Dallas  
**Address:** 700 North Pearl Street  
25th Floor  
**City/State/Zip:** Dallas, TX 75201  
**Phone Number:** 214-871-8200  
**Fax Number:** 214-871-8209  
**Filer Name:** Caldwell, Vicki  
**Filer ID:** vcaldwell  
**Filer Email:** vcaldwell@thompsoncoe.com  
**Filer Type:** Attorney's Assistant  
**Filing Type and Fee Changes Allowed?** Yes

**Filing Information**

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**Filer Submission Date/Time:** Friday, August 26, 2011 9:49 AM  
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**Court Assignment:** 158th District Court  
**Hearing Date:**  
**Court Type:** District  
**Case/Cause Number:** 2011-20661-158  
**Style/Case Name:** Elizabeth Michelle Snider v. W. Travis Biggs, et al.  
**Filing Type:** Pleading - No Fee  
**Sealed Document:** No  
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CAUSE NO. 2011-20661-158

ELIZABETH MICHELLE SNIDER,

Plaintiff,

v.

W. TRAVIS BIGGS and LAW OFFICE OF  
W. TRAVIS BIGGS, P.L.L.C.,

Defendants.

§  
§  
§  
§  
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§  
§  
§

IN THE DISTRICT COURT

158TH JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

**MOTION FOR LEAVE TO DESIGNATE COURTNEY SWIFT AND MERCURY  
COUNTY MUTUAL INSURANCE COMPANY AS A RESPONSIBLE THIRD PARTIES**

Defendants W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C. ("Defendants") file this Motion for Leave to Designate Courtney Swift and Mercury County Mutual Insurance Company ("Mercury") as Responsible Third Parties and would show the court the following:

**I.  
BACKGROUND**

Plaintiff Elizabeth Snider was in a motor vehicle accident with Courtney Swift that occurred on May 23, 2007 in Denton, Texas (the Accident). Specifically, at 12:23 p.m., Plaintiff was driving a GMC pickup truck west on Loop 288 in the left lane in Denton, Texas, and Courtney Swift was traveling north on Elm Street in the left lane.<sup>1</sup> Both drivers were at a three-way stop and proceeded into the intersection and collided.<sup>2</sup> Plaintiff had underinsured motorist coverage through Mercury.

As a result of the accident, Plaintiff retained Defendants to represent her in seeking recovery of her damages related to the accident. According to Plaintiff, Courtney Swift was negligent and responsible for the accident. Upon information and belief, because Courtney Swift only had policy

<sup>1</sup> See Exhibit A – City of Denton Police Report.

<sup>2</sup> See *Id.*

limits of \$25,000, Plaintiff was entitled to recover under her underinsured motorist coverage with Mercury. According to Plaintiff, Mercury failed to pay Plaintiff the full amount of her damages.

Plaintiff brought this lawsuit against Defendants alleging that Defendants failed to timely file suit against Courtney Swift and Mercury alleging causes of action for legal malpractice, negligence, gross negligence, and violations of the Texas Deceptive Trade Practices Act.

To the extent Plaintiff claims that Defendants had any responsibility for her damages, Courtney Swift and/or Mercury caused or contributed to Plaintiff's alleged harm by their actions.

Because the actions and conduct of Courtney Swift and Mercury caused or contributed to causing the harm for which recovery of damages is sought by Plaintiff, Courtney Swift and Mercury should be joined as a responsible third parties.

## **II.** **ARGUMENTS AND AUTHORITIES**

Under Texas Civil Practice and Remedies Code Section 33.011(6), a "[r]esponsible third party" means any person who is alleged to have caused or contributed to causing in any way the harm for which recovery of damages is sought, whether by negligent act or omission, by any defective or unreasonably dangerous product, by other conduct or activity that violates an applicable legal standard, or by any combination of these."

In addition, Texas Civil Practice and Remedies Code Section 33.004 states, in part, that

(a) A defendant may seek to designate a person as a responsible third party by filing a motion for leave to designate that person as a responsible third party. The motion must be filed on or before the 60th day before trial unless the court finds good cause to allow the motion to be filed at a later date.

...

(f) A court shall grant leave to designate the named person as a responsible third party unless another party files an objection to the motion for leave on or before the 15th day after the date the motion is served.

By driving negligently, Courtney Swift engaged in negligent conduct that solely and/or proximately caused Plaintiff Elizabeth Snider's alleged injuries and damages. By failing to pay Plaintiff the alleged damages she is claims she is entitled under her underinsured motorist coverage, Mercury proximately caused Plaintiff's damage. Because Courtney Swift and Mercury caused or contributed to causing the harm for which recovery of damages is sought by Plaintiff Elizabeth Snider, they are responsible third parties within the meaning of Texas Civil Practice & Remedies Code Section 33.011(6).

This motion is filed within the time limits set forth by the Texas Civil Practice and Remedies Code Section 33.004.

### **III. CONCLUSION**

Defendants W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C. urge this Court to grant their Motion for Leave to Designate Courtney Swift and Mercury County Mutual Insurance Company as responsible third parties for all purposes pursuant to Texas Civil Practice and Remedies Code Section 33.004. Defendants also pray for other and further relief, both general and special, at law or in equity, to which they may be justly entitled.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: /s/ Shawn W. Phelan

Shawn W. Phelan

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**ATTORNEYS FOR DEFENDANTS**

**W. TRAVIS BIGGS AND LAW OFFICE OF**

**W. TRAVIS BIGGS, P.L.L.C.**

**CERTIFICATE OF SERVICE**

This is to certify that the foregoing document was forwarded on August 26, 2011 by certified mail, return receipt requested, to:

Cameron J. Cox

SAWKO & BURROUGHS, P.C.

1100 Dallas Drive

Suite 1200

Denton, TX 76209

/s/ Shawn W. Phelan

Shawn W. Phelan

Dena K. Greenwood





|                                                                                             |                                                                                                                                 |                                                              |                                                                                |                                                                                                                                                                        |                                                                                                                                  |                                                                                        |                                                                                                                                 |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1. POSITION<br>LEFT<br>RIGHT<br>SECOND SEAT LEFT<br>SECOND SEAT CENTER<br>SECOND SEAT RIGHT | 2. INJURY SEVERITY<br>1. NO INJURY<br>2. MINOR INJURY<br>3. MODERATE INJURY<br>4. MAJOR INJURY<br>5. FATAL INJURY<br>6. UNKNOWN | 3. OCCUPANT INFORMATION<br>NAME (LAST, FIRST, MI)<br>ADDRESS | 4. EJECTED<br>1. NO<br>2. YES<br>3. PARTIAL<br>4. NOT APPLICABLE<br>5. UNKNOWN | 5. RESTRAINT USED<br>1. SEATBELT ONLY<br>2. SEATBELT ONLY<br>3. SEATBELT ONLY<br>4. CHILD SEAT, FACING FORWARD<br>5. CHILD SEAT, FACING REAR<br>6. CHILD SEAT, UNKNOWN | 6. AIRBAG<br>1. NOT APPLICABLE<br>2. NOT DEPLOYED<br>3. DEPLOYED, FRONT<br>4. DEPLOYED, SIDE<br>5. DEPLOYED, OTHER<br>6. UNKNOWN | 7. HELMET USE<br>1. NOT WORN<br>2. WORN, NOT DAMAGED<br>3. WORN, DAMAGED<br>4. UNKNOWN | 8. INJURY SEVERITY<br>1. NO INJURY<br>2. MINOR INJURY<br>3. MODERATE INJURY<br>4. MAJOR INJURY<br>5. FATAL INJURY<br>6. UNKNOWN |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

|        |                                  |                 |                       |                 |     |            |
|--------|----------------------------------|-----------------|-----------------------|-----------------|-----|------------|
| UNIT # | TOWED DUE TO<br>DISABLING DAMAGE | YES<br>NO       | VEHICLE<br>REMOVED TO | 100 E. McKinney | BY  | B+O Towing |
| 1      | 1                                | Swift, Courtney | 1323 Dakota Tr        | Krum, TX 76249  | N 1 | 3 4 28 F C |
| 2      |                                  |                 |                       |                 |     |            |
| 3      |                                  |                 |                       |                 |     |            |
| 4      |                                  |                 |                       |                 |     |            |
| 5      |                                  |                 |                       |                 |     |            |

|        |                                  |                   |                       |                       |     |            |
|--------|----------------------------------|-------------------|-----------------------|-----------------------|-----|------------|
| UNIT # | TOWED DUE TO<br>DISABLING DAMAGE | YES<br>NO         | VEHICLE<br>REMOVED TO | Driven away           | BY  | Owner      |
| 6      | 1                                | Snider, Elizabeth | 418 N. Sierra Trl     | Pilot Point, TX 76258 | N 1 | 2 4 36 F C |
| 7      | 3                                | McAda, Carolyn    | P.O. Box 31           | Pilot Point, TX 76258 | N 1 | 2 4 43 F C |
| 8      |                                  |                   |                       |                       |     |            |
| 9      |                                  |                   |                       |                       |     |            |
| 10     |                                  |                   |                       |                       |     |            |

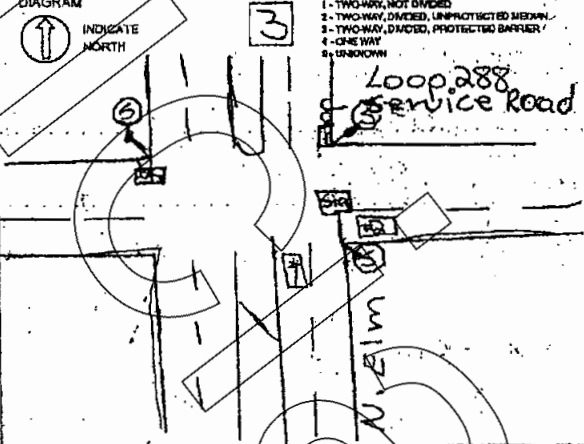
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|----------------------------|------------------------------------------------------------------------------------|-------------|---------|----------------------------------|-------------------------------|------------|------------|---------|---------|--------------------|
| 11. MEDICAL<br>NOTES, ETC. | 12. COMPLETE IF CASUALTIES NOT IN MOTOR VEHICLE<br>CASUALTY NAME (LAST, FIRST, MI) | 13. ADDRESS | 14. SOL | 15. ALCOHOL<br>SPECIMEN<br>TAKEN | 16. DRUG<br>SPECIMEN<br>TAKEN | 17. RESULT | 18. HELMET | 19. AGE | 20. SEX | 21. INJURY<br>CODE |
|----------------------------|------------------------------------------------------------------------------------|-------------|---------|----------------------------------|-------------------------------|------------|------------|---------|---------|--------------------|

|                                  |                            |          |    |                  |                          |                    |                              |                                                |
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| DISPOSITION OF KILLED OR INJURED | ITEM #                     | TAKEN TO | BY | TIME<br>NOTIFIED | TIME ARRIVED<br>AT SCENE | AMBUANCE<br>UNIT # | # ATTENDANTS<br>INCL. DRIVER | # OF OCCUPANTS<br>TRANSPORTED<br>FOR TREATMENT |
| 1                                | Refused treatment at scene |          |    | 12:31P           | 12:33P                   | 5                  | 2                            | 2                                              |
| 2                                |                            |          |    | 12:31P           | 12:33P                   | 5                  | 2                            | 2                                              |
| 3                                |                            |          |    | 12:31P           | 12:33P                   | 5                  | 2                            | 2                                              |

|                   |                   |            |                   |                   |            |                   |                   |            |                   |                   |
|-------------------|-------------------|------------|-------------------|-------------------|------------|-------------------|-------------------|------------|-------------------|-------------------|
| 14. DATE OF DEATH | 15. TIME OF DEATH | 16. ITEM # | 17. DATE OF DEATH | 18. TIME OF DEATH | 19. ITEM # | 20. DATE OF DEATH | 21. TIME OF DEATH | 22. ITEM # | 23. DATE OF DEATH | 24. TIME OF DEATH |
|-------------------|-------------------|------------|-------------------|-------------------|------------|-------------------|-------------------|------------|-------------------|-------------------|

INVESTIGATOR'S NARRATIVE OPINION OF WHAT HAPPENED (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Unit 1 was North on Elm in the left lane.  
Unit 2 was west on Loop 288 in the left lane.  
Both units were at a 3-way stop.  
Unit 1 and Unit 2 collided in the intersection.  
Due to no 3rd party witness, unable to determine.



|        |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
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| UNIT # | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|--------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

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|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TRAFFIC CONTROL | 1. NONE<br>2. INTERMITTENT<br>3. STOP SIGN<br>4. STOP SIGN<br>5. STOP SIGN<br>6. STOP SIGN<br>7. STOP SIGN<br>8. STOP SIGN<br>9. STOP SIGN<br>10. STOP SIGN<br>11. STOP SIGN<br>12. STOP SIGN | ROADWAY RELATION | 1. ON-ROADWAY<br>2. OFF-ROADWAY<br>3. SHOULDER<br>4. SHOULDER<br>5. SHOULDER<br>6. SHOULDER<br>7. SHOULDER<br>8. SHOULDER<br>9. SHOULDER<br>10. SHOULDER<br>11. SHOULDER<br>12. SHOULDER | ROADWAY ALIGNMENT | 1. STRAIGHT, LEVEL<br>2. STRAIGHT, GRADE<br>3. STRAIGHT, HILL CREST<br>4. CURVE, LEVEL<br>5. CURVE, GRADE<br>6. CURVE, HILL CREST<br>7. OTHER<br>8. OTHER<br>9. OTHER<br>10. OTHER<br>11. OTHER<br>12. OTHER | TYPE OF ROAD SURFACE | 1. ASPHALT<br>2. ASPHALT<br>3. ASPHALT<br>4. ASPHALT<br>5. ASPHALT<br>6. ASPHALT<br>7. ASPHALT<br>8. ASPHALT<br>9. ASPHALT<br>10. ASPHALT<br>11. ASPHALT<br>12. ASPHALT | WEATHER | 1. CLEAR, CLOUDY<br>2. CLEAR, CLOUDY<br>3. CLEAR, CLOUDY<br>4. CLEAR, CLOUDY<br>5. CLEAR, CLOUDY<br>6. CLEAR, CLOUDY<br>7. CLEAR, CLOUDY<br>8. CLEAR, CLOUDY<br>9. CLEAR, CLOUDY<br>10. CLEAR, CLOUDY<br>11. CLEAR, CLOUDY<br>12. CLEAR, CLOUDY | SURFACE CONDITION | 1. DRY<br>2. WET<br>3. SLIPPERY<br>4. SLIPPERY<br>5. SLIPPERY<br>6. SLIPPERY<br>7. SLIPPERY<br>8. SLIPPERY<br>9. SLIPPERY<br>10. SLIPPERY<br>11. SLIPPERY<br>12. SLIPPERY |
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Canada) | [Change Password](#)**Denton District - Civil**[Logout](#) [Help](#)[inbox](#)[print queue](#)[filing log](#)**Print Queue****filing detail**Please review the information below to make sure that everything is correct. | [Printer-Friendly Version](#)**Processed By:** **McCutcheon, Shelley****Attorney & Filer Information**

**Attorney Name:** Phelan, Shawn  
**Attorney Email:** sphelan@thompsoncoe.com  
**Bar Number:** 00784758  
**Law Firm:** Thompson Coe Cousins & Irons-Dallas  
**Address:** 700 North Pearl Street  
25th Floor  
**City/State/Zip:** Dallas, TX 75201  
**Phone Number:** 214-871-8200  
**Fax Number:** 214-871-8209  
**Filer Name:** Caldwell, Vicki  
**Filer ID:** vcaldwell  
**Filer Email:** vcaldwell@thompsoncoe.com  
**Filer Type:** Attorney's Assistant  
**Filing Type and Fee Changes Allowed?** Yes

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**Case/Cause Number:** 2011-20661-158  
**Style/Case Name:** Elizabeth Michelle Snider v. W. Travis Biggs, et al.  
**Filing Type:** Motion - No Fee  
**Sealed Document:** No  
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Number of Documents

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Defendants Motion for Leave to Designate  
Courtney

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Document Description:

**Attachments**

File Name:

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NO. 2011-20661-158

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SHERIDAN BELSLEIGH  
DISTRICT CLERK  
By Kap DEPUTY

ELIZABETH MICHELLE SNIDER,  
Plaintiff,

VS.

W. TRAVIS BIGGS and LAW OFFICE  
OF W. TRAVIS BIGGS, P.L.L.C.,  
Defendants.

IN THE DISTRICT COURT  
OF DENTON COUNTY, TEXAS  
158<sup>TH</sup> JUDICIAL DISTRICT

PLAINTIFF'S OBJECTION TO DEFENDANTS' MOTION FOR LEAVE TO  
DESIGNATE COURTNEY SWIFT AND MERCURY COUNTY MUTUAL  
INSURANCE COMPANY AS RESPONSIBLE THIRD PARTIES

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff, ELIZABETH MICHELLE SNIDER, and pursuant to Section 33.004 of the Texas Rules of Civil Procedure files this her Objection to Defendants' Motion for Leave to Designate Courtney Swift and Mercury County Mutual Insurance Company as Responsible Third Parties, and for such would show the Court the following:

I.

1.01 Defendants seek to designate Courtney Swift and Mercury County Mutual Insurance Company (hereinafter "Designated Parties") as the responsible third parties for Defendants' own negligence, gross negligence, legal malpractice and alleged violations of the Deceptive Trade Practices Act ("DTPA"). Plaintiff hereby objects to Defendants' request that the Court allow them to designate Courtney Swift and Mercury County Mutual Insurance Company as responsible third parties for the following reasons:

- a. This case arises out of Defendants' torts, acts and omissions, which includes the commission of legal malpractice to the harm and detriment of Plaintiff - not the acts or omissions of Designated Parties;
- b. Designated Parties have not and did not contribute in any way to Defendants' acts of legal malpractice, negligence and/or gross negligence;
- c. Designated Parties have not and did not contribute in any way to Defendants' violations of the DTPA; and
- d. Defendants cannot plead any facts that would allow for Designated Parties to be held responsible for Defendants' own commissions of the torts of negligence, gross negligence, legal malpractice and violations of the DTPA.

1.02 Defendants have failed to plead sufficient facts concerning the alleged responsibility of the Designated Parties to satisfy the pleading requirement of the Texas Rules of Civil Procedure, in that Defendants have not provided any facts showing how or when the Designated Parties contributed to or are in some way responsible for Defendants' own acts of legal malpractice and violations of the DTPA.

1.03 Defendants are not being sued for the motor vehicle accident caused by Courtney Swift. Defendants' Motion and pleadings only state that the Designated Parties were liable for a motor vehicle accident and a tort not pled or in any way part of Plaintiff's lawsuit against Defendants. As such, Defendants' pleadings are insufficient and Defendants should not be allowed to designate the Designated Parties for some portion of responsibility in a motor vehicle accident not being alleged against Defendants. Again, Defendants are being sued for legal malpractice and violations of the DTPA that arose when Defendants failed to exercise reasonable care in pursuing those claims that were available against Courtney Swift years ago. Those claims against Courtney Swift and Mercury Insurance are no longer available to Plaintiff, and those acts

were prior to and in no way connected to Defendants' own acts of legal malpractice and violations of the DTPA.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that Defendants' Motion for Leave of Court to Designate Courtney Swift and Mercury County Mutual Insurance Company as Responsible Third Parties be denied, and that Plaintiff be granted any other relief to which Plaintiff is entitled.

Respectfully submitted,

SAWKO & BURROUGHS, P.C.

By: 

Cameron J. Cox  
State Bar No. 24035802

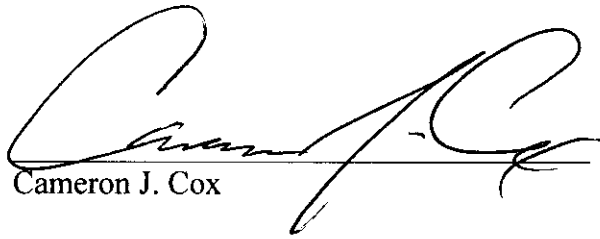
1100 Dallas Drive, Suite 100  
Denton, Texas 76205  
Telephone No. (940) 382-4357  
Facsimile No. (940) 591-0991

Attorney for Plaintiff

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Plaintiff's Objection to Defendants' Motion for Leave to Designate Courtney Swift and Mercury County Mutual Insurance Company as Responsible Third Parties has been forwarded via facsimile transmission to Shawn W. Phelan of Thompson, Coe, Cousins & Irons, L.L.P., 700 North

Pearl Street, Twenty-Fifth Floor, Dallas, Texas 75201, facsimile number (214) 871-8209, this 7 day of September, 2011.



Cameron J. Cox



# SAWKO & BURROUGHS, P.C.

ATTORNEYS AND COUNSELORS

**Partners:**

Gregory J. Sawko  
Mark A. Burroughs

[www.DentonLawyer.com](http://www.DentonLawyer.com)

1100 Dallas Drive, Suite 100  
Denton, Texas 76205

(940) 382-4357 Telephone  
(940) 591-0991 Telecopy

**Associate:**

Cameron J. Cox

SHERI ADLSTEIN  
DISTRICT CLERK

BY

[C.Cox@DentonLawyer.com](mailto:C.Cox@DentonLawyer.com)

September 27, 2011

Via Facsimile No. (214) 871-8289

Mr. Shawn W. Phelan  
Thompson, Coe, Cousins & Irons, L.L.P.  
700 North Pearl Street  
Twenty-Fifth Floor  
Dallas, Texas 75201

RE: Cause No. 2011-20661-158

Elizabeth Michelle Snider vs. W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C.

Dear Shawn:

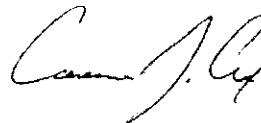
As you know, my client's answers to your Request for Disclosure, First Set of Interrogatories and First Request for Production are due in this matter on Friday, September 30, 2011. However, due to the fact that we are currently in settlement negotiations, this letter is to request an extension to respond and object to that discovery until Monday, October 17, 2011.

If you will agree to this proposal, please sign and FAX back this letter at your earliest opportunity. If not, please call to discuss.

Thank you for your professional courtesy in this matter. I look forward to hearing from you soon.

Sincerely,

SAWKO & BURROUGHS, P.C.



Cameron J. Cox  
Attorney at Law

CJC/acj

G/Clients/Snider/Biggs/Letters/Phelan092711 – Rule 11 Regarding Discovery Responses

Shawn W. Phelan  
Page Two  
September 27, 2011

AGREED:

Shawn W. Phelan

Page Two

FILED  
DENTON COUNTY, TEXAS  
2011 NOV 29 AM 9:30

ELIZABETH MICHELLE SNIDER,  
Plaintiff,

VS.

W. TRAVIS BIGGS and LAW OFFICE  
OF W. TRAVIS BIGGS, P.L.L.C.,  
Defendants.

IN THE DISTRICT COURT

OF DENTON COUNTY, TEXAS

158<sup>TH</sup> JUDICIAL DISTRICT

SHERRI ADELSTEIN  
DISTRICT CLERK  
BY *SM* DEPUTY

MOTION FOR DISMISSAL WITH PREJUDICE

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes Plaintiff, ELIZABETH MICHELLE SNIDER, and files this her Motion for Dismissal With Prejudice, and for such would show the Court the following:

I.

1.01 All matters in controversy between the parties have been fully and finally settled.

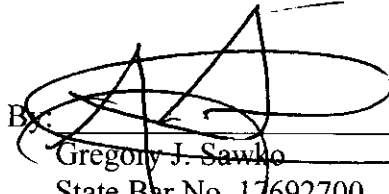
II.

2.01 For the above reason, Plaintiff requests that the Court dismiss this case with prejudice to the refiling of same.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Court grant this Motion in all things.

Respectfully submitted,

SAWKO & BURROUGHS, P.C.

  
By: Gregory J. Sawko  
State Bar No. 17692700

1100 Dallas Drive, Suite 100  
Denton, Texas 76205  
Telephone (940) 382-4357  
Facsimile (940) 591-0991

Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a true and correct copy of the above and foregoing Motion to Dismiss With Prejudice has been forwarded via facsimile transmission to Shawn W. Phelan of Thompson, Coe, Cousins & Irons, L.L.P., 700 North Pearl Street, Twenty-Fifth Floor, Dallas, Texas 75201, facsimile number (214) 871-8209, this 28<sup>th</sup> day of November, 2011.

  
Gregory J. Sawko



## Sherri Adelstein

### Denton County District Clerk

1450 E. McKinney, Suite 1200

Denton, TX 76209

Phone: 940-349-2200 \* Fax: 940-349-2201

www.dentoncounty.com

December 05, 2011

Cameron Jacob Cox  
1100 Dallas Dr Ste 100  
Denton TX 76205

Re: Cause No. 2011-20661-158

Style: Elizabeth Michelle Snider VS W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C.

In accordance with the provisions of Rule 306(a)(3) and/or Rule 239(a) of the Texas Rules of Civil Procedure, you are hereby notified an order disposing of the case or an appealable order was signed by the Judge of the 158th Judicial District Court on December 02, 2011.

☐ Interlocutory Judgment

☒ Dismissal Order (includes non-suits)

☐ Final, Default, Summary Judgment or Other Appealable Order

☐ Non-Disclosure

☐ Expunction

The information of this case may be viewed by doing a Judicial Records Search on the Denton County website at [justice.dentoncounty.com](http://justice.dentoncounty.com), unless the case is sealed by court order or is confidential by law.

Thank you,

Shelley McCutcheon, Deputy Clerk





# Sherri Adelstein

## Denton County District Clerk

1450 E. McKinney, Suite 1200

Denton, TX 76209

Phone: 940-349-2200 \* Fax: 940-349-2201

www.dentoncounty.com

December 05, 2011

Shawn W Phelan  
700 N Pearl St 25TH FL  
Plaza Of The Americas  
Dallas TX 75201-2832

Re: Cause No. 2011-20661-158

Style: Elizabeth Michelle Snider VS W. Travis Biggs and Law Office of W. Travis Biggs, P.L.L.C.

In accordance with the provisions of Rule 306(a)(3) and/or Rule 239(a) of the Texas Rules of Civil Procedure, you are hereby notified an order disposing of the case or an appealable order was signed by the Judge of the 158th Judicial District Court on December 02, 2011.

☐ Interlocutory Judgment

☒ Dismissal Order (includes non-suits)

☐ Final, Default, Summary Judgment or Other Appealable Order

☐ Non-Disclosure

☐ Expunction

The information of this case may be viewed by doing a Judicial Records Search on the Denton County website at [justice.dentoncounty.com](http://justice.dentoncounty.com), unless the case is sealed by court order or is confidential by law.

Thank you,

Shelley McCutcheon, Deputy Clerk



ELIZABETH MICHELLE SNIDER,  
Plaintiff,

VS.

W. TRAVIS BIGGS and LAW OFFICE  
OF W. TRAVIS BIGGS, P.L.L.C.,  
Defendants.

IN THE DISTRICT COURT

OF DENTON COUNTY, TEXAS

158<sup>TH</sup> JUDICIAL DISTRICT

FILED  
2011 DEC - 5 AM 8:02  
SHERRI L. KLEIN  
DISTRICT CLERK  
BY *[Signature]*

ORDER OF DISMISSAL WITH PREJUDICE

Plaintiff has announced to the Court that the matters in controversy herein have been settled and that the consideration therefor has been paid in full and received. In accordance with the Motion for Dismissal with Prejudice, it is

ORDERED, ADJUDGED AND DECREED that this matter is dismissed WITH PREJUDICE to the refile of same.

IT IS FURTHER ORDERED that all costs are taxed against the parties incurring them.

SIGNED this *December 2* day of *November*, 2011.

*[Signature]*  
JUDGE PRESIDING