



**BEFORE THE BOARD OF DISCIPLINARY APPEALS  
APPOINTED BY  
THE SUPREME COURT OF TEXAS**

**IN THE MATTER OF  
DANIEL J. PARISH,  
STATE BAR CARD NO. 15462980**

§  
§  
§

**CAUSE NO. 72800**

**PETITION FOR RECIPROCAL DISCIPLINE**

**TO THE BOARD OF DISCIPLINARY APPEALS:**

The Commission for Lawyer Discipline (hereinafter referred to as the “Commission”), brings this action against Respondent, Daniel J. Parish, and would show the following:

1. This action is commenced by the Commission pursuant to Part IX of the Texas Rules of Disciplinary Procedure (the “TRDPs”). The Commission is also providing Respondent with a copy of Section 7 of this Board’s Internal Procedural Rules, relating to Reciprocal Discipline Matters.

2. Respondent is a member of the State Bar of Texas and is licensed and authorized to practice law in Texas. Respondent may be served with a true and correct copy of this Petition for Reciprocal Discipline at Daniel J. Parish, PO Box 5244, Kingwood, Texas 77325-5244.

3. On or about October 10, 2025, a Report of the Tri-County Hearing Panel #9 was filed in Case No. 25-45-GA, styled GRIEVANCE ADMINISTRATOR, Attorney Grievance Commission v. DANIEL J. PARISH, P 85014, before the State of Michigan Attorney Discipline Board (Exhibit 1). The Report states in pertinent part as follows:

**I. PANEL PROCEEDINGS**

On May 9, 2025, the Grievance Administrator filed a formal complaint against respondent, alleging that he committed professional misconduct during his representation of his client, Jacob Graber. Specifically, the formal complaint alleges that

respondent charged a clearly excessive fee in a personal injury action filed on Mr. Graber's behalf, made false statements of material fact to Mr. Graber, and wrongly threatened litigation against Mr. Graber regarding his attorney fees based on misleading information.

The formal complaint alleges that, in June 2019, Jacob Graber's family was involved in an accident when their buggy was hit by a drunk driver in Hillsdale County, Michigan, killing three of their children and seriously injuring Mrs. Graber and their other child. The insurance company for the driver tendered to Mr. Graber and his family the policy limits of the automobile policy, which was \$300,000. Based on religious beliefs, Mr. and Mrs. Graber declined any money paid by the insurance company for the deaths or personal injuries caused by the driver. Before April 2021, Respondent was an attorney licensed in the states of Oklahoma, Texas and Colorado, but he was not yet licensed in Michigan. Respondent met Mr. Graber in 2020 while seeking a contractor to do work on his porch. After meeting Mr. Graber and learning of the accident, Respondent began the process of becoming licensed to practice law in Michigan so he could represent Mr. Graber in a potential personal injury action. In April 2021, Respondent was admitted to practice law in Michigan.

The formal complaint further alleges that, in September 2021, Respondent prepared a client-attorney agreement for representation of Mr. Graber, which provided that Respondent would be paid on a contingent fee basis, and Respondent would receive forty-five percent (45%) of the gross amount of any recovery. The contingent fee agreement prepared by Respondent provided that all costs and expenses would be paid from Mr. Graber's fifty-five percent (55%) portion of the amount recovered. MCR 8.121 provides that in any action for personal injury or wrongful death, the maximum allowable contingent fee that an attorney may charge is one-third of the amount recovered, and the amount must be computed on the net sum recovered after deducting all disbursements chargeable to the prosecution of the action..

The formal complaint further alleges that, after the agreement was signed, Respondent discussed with Mr. Graber how he wanted to proceed, and Mr. Graber told Respondent that he did not want his wife or himself to be deposed. Respondent informed Mr. Graber the best option to avoid litigation was to accept the insurance company settlement offer. On March 30, 2022, Respondent prepared and filed a complaint in Branch County Circuit Court on behalf of Mr. Graber and the Estates of the three children. In June 2022, Respondent told the attorney representing

the insurance company that Mr. Graber was ready to settle. To accept the settlement money, Respondent filed a motion for leave of the court to settle wrongful death claim, and he opened probate estates for each of the children who had died. Respondent prepared probate documentation, and on June 22, 2022, Respondent took Mr. Graber to the bank to have probate documents notarized. Later in the evening of June 22, Mr. Graber called Respondent and told him he had made a “big mistake” regarding filing the lawsuit. Respondent said he explained that signing the probate documents was just part of the process. Mr. Graber said that he understood, and they ended the call with Respondent saying he would bring the release for Mr. Graber to sign the next day, and he did so. When presented with the documents, Mr. Graber said he needed his family to review the document, and they arranged a time for Respondent to meet with his family. Later that evening, Mr. Graber called Respondent and cancelled the meeting.

On July 25, 2022, Respondent wrote a letter to Mr. Graber to demand that he sign the release. The letter stated:

[Mr. Graber was] “completely entitled to decline/refuse to accept any of the settlement proceeds that you would receive as your portion of the settlement.” The letter continued that “What is not up to you, is for you to now decide that you are going to refuse to sign the Release of Bodily Injury Claims form and thereby deny me the ability to receive my portion of the settlement funds that are the legal fees that I have earned and the reimbursement of the expenses I have incurred during the course of my representation of you in this matter. Your refusal to sign the Release of Bodily Injury Claims is illegal and constitutes a breach of the terms and conditions of the Client-Attorney Agreement that you signed. Under the terms of the Client-Attorney Agreement you are required to cooperate with me to bring the representation to a conclusion. You, now, are legally obligated to cooperate with me by signing the Release of Bodily Claims so that I can be paid. Once again, you do not have to accept any of the funds, but I am entitled to receive payment of the legal fees earned and expenses incurred as prescribed in the Client-Attorney Agreement. Indeed, more than that your refusal constitutes a tortious [sic] interference with my Agreement with you. [Formal Complaint, p 5.]

The formal complaint alleges that Respondent's statements, including the statements that Mr. Graber was "legally obligated" to cooperate and that it was "illegal" to refuse to sign the release were false statements of material fact, intended to threaten Mr. Graber into signing an agreement that he did not want to sign. In the letter, Respondent also threatened to sue Mr. Graber within ten days if he did not sign the release. Respondent claimed that he would request that the court compel Mr. Graber to sign the release or obtain a judgment for his fees and expenses, plus the cost of filing the new lawsuit. Respondent alleged he had "earned" \$135,000 of fees under the agreement, which is based on 45% of the \$300,000 settlement amount. However, the formal complaint alleges that Respondent was not entitled to \$135,000 in fees for a settlement that was not collected, and that the 45% contingency fee was illegal and unreasonable.

The letter from Respondent to Mr. Graber further stated:

If you force me to sue you because you refuse to sign the Release and Statement of Authorization so that I can be paid, the legal fees that I will incur will be approximately \$25,000. Again, I will seek the court to award me my legal fees incurred in a lawsuit against you. The minimum legal fees you will likely incur if you employ an attorney to represent you will be between \$20,000-\$35,000 based upon my experience. If you choose not to employ an attorney, I will obtain a default judgment against you. So, the judgment and expenses you are facing if I am forced to sue you will at a minimum be between \$185,000 and \$200,000. [Formal Complaint, p 6.]

The formal complaint alleges that the above threats made by Respondent contained false and misleading statements, including that Respondent would obtain a default judgment if Mr. Graber did not employ an attorney, because Mr. Graber could have defended himself in a lawsuit, as well as representations regarding the amount that would be incurred. In the letter, Respondent also acknowledged Mr. Graber's "distinct desire not to have any involvement in legal matters and the legal process." Respondent then threatened that Mr. Graber would be forced to be "very involved" in the legal process if Respondent sued him, including being forced to attend depositions and court appearances. Respondent enclosed a release that he pre-signed as the "witness" to Mr. Graber's signatures, which included Respondent's attestation that he witnessed Mr. Graber sign the

document seven times. Because Mr. Graber had not signed the document, Respondent's signatures as a "witness" were false. Mr. Graber notified Branch County Prosecuting Attorney Zachary Stempien about the letter from Respondent. Respondent was contacted by law enforcement about the letter, and thereafter, Respondent did not sue Mr. Graber.

This matter was assigned to Tri-County Hearing Panel #9 and a virtual prehearing conference was scheduled for July 16, 2025. Respondent did not file an answer to the formal complaint within 21 days, as required, and on June 6, 2025, the Grievance Administrator filed a default against respondent. On June 11, 2025, the parties filed a stipulation to set aside the default and to extend time for respondent to file an answer to the formal complaint. On June 30, 2025, respondent filed his answer to the formal complaint, and discovery demand. On July 2, 2025, the parties filed a stipulation to adjourn the prehearing conference scheduled for July 16, 2025, which was granted by hearing panel order on July 9, 2025.

On September 9, 2025, the parties filed a stipulation for consent order of discipline. The stipulation contains respondent's admissions to the factual allegations in paragraphs 1-7, 9-10, 12-15, 19-32, 34-38, 40, and 41 of the formal complaint, and no contest pleas to paragraphs 16-18, 33, 39, and 44-46 of the formal complaint. The stipulation also contains the parties agreement that the allegations contained in paragraph 8, 11, 42, and 43 will be dismissed. The stipulation further contains respondent's admission to the allegations of professional misconduct contained in paragraph 47(c)-(h) and (j)-(l) of the formal complaint. The parties further agreed in the stipulation that the allegations of professional misconduct contained in paragraph 47(a), (b), and (i) shall be dismissed. The stipulation for consent discipline also contained the parties agreement that respondent would be reprimanded. The parties further agreed in the stipulation that, as conditions to the stipulation for consent discipline, respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one-year and use the resources to become familiar with Michigan law, and that respondent shall issue a letter of apology to Mr. Graber.

## **II. FINDINGS AND CONCLUSIONS REGARDING MISCONDUCT**

Based upon respondent's admissions and the parties' stipulation, the panel finds that respondent: entered into a fee agreement for an illegal or clearly excessive fee, in violation of MRPC 1.5(a); entered into a contingent fee agreement that exceeded

the maximum allowable fee of one-third of the net amount recovered for personal injury or wrongful death claims, in violation of MCR 8.121(A) & (B), and MRPC 1.5(c); entered into a contingent fee agreement that provided for calculation of computation of the contingent fee on the basis of the gross sum recovered, rather than the net some [sic] recovered after deducting all disbursements properly chargeable to the enforcement of the claim, in violation of MRPC 8.121(c); represented a client when the representation of that client was materially limited by the lawyer's own interests, in violation of MRPC 1.7(b); failed to treat with courtesy and respect all persons involved in the legal process, in violation of MRPC 6.5(a); violated or attempted to violate the Rules of Professional Conduct, in violation in MRPC 8.4(a); engaged in conduct prejudicial to the administration of justice, in violation of MCR 9.104(1) and MRPC 8.4(c); engaged in conduct that exposes the legal profession or the courts to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and engaged in conduct contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

Based on the parties' stipulation, the Grievance Administrator has agreed to dismiss charges that respondent: failed to seek the lawful objectives of a client through reasonably available means permitted by law, in violation of MRPC 1.2(a); failed to abide by a client's decision whether to accept an offer of settlement, in violation of MRPC 1.2(a); and engaged in conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, where such conduct reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer, in violation of MRPC 8.4(b).

### **III. REPORT ON DISCIPLINE**

The parties' stipulation states that for purposes of the consent, and as required by MCR 9.115(F)(5)(b)(ii) and *Grievance Administrator v Lopatin*, 462 Mich 235 (2000), the parties applied the theoretical framework as set forth in the American Bar Association Standards for Imposing Lawyer Sanctions (ABA Standards), and stipulate that:

- (a) respondent violated duties owed to his client;
- (b) respondent's mental state was negligent and/or knowing in regard to the duties owed; and,

- (c) respondent's conduct caused injury or potential injury to his client and the legal profession.

The stipulation also contains the parties' assertion that the most applicable ABA Standard to apply to respondent's conduct is 7.2 [Violation of a Duty Owed as a Professional], which states:

- 4.43 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

The parties further stipulate that the following aggravating factors apply under ABA Standard 9.22: (i) substantial experience in the practice of law. The parties further stipulate that the following mitigating factors apply under ABA Standard 9.32: (a) absence of a prior disciplinary record; (e) full and free disclosure to the disciplinary authority and cooperative attitude towards proceedings; (g) character or reputation, as evidence [sic] by five character letters submitted by the respondent to the Attorney Grievance Commission; (j) delay in the disciplinary proceedings, as the conduct occurred in 2022; 9.32(k) imposition of other penalties or sanctions, as respondent was unable to collect any fees that he earned during his representation; and, (l) remorse, as evidenced by respondent's agreement to send Mr. Graber a letter of apology.

The parties further stipulate that, while ABA Standard 7.2 sets forth that a suspension is the most appropriate sanction for the conduct in this case, a reprimand is appropriate in this matter due to the number of mitigating factors established, and the degree to which the mitigating factors outweigh the aggravating factors.

In accordance with the stipulation of the parties, the hearing panel will order that respondent is reprimanded. The panel will also order that respondent be subject to the following conditions:

1. Respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one year; and to use those resources to become more familiar with Michigan law; and,
2. Respondent shall send a letter of apology to Mr. Graber within 30 days, and provide a copy of the letter to a representative of the Attorney Grievance Commission.

4. On or about October 10, 2025, an Order of Reprimand (By Consent) was entered by the State of Michigan Attorney Discipline Board approving the parties' stipulation for consent order of discipline, filed on September 9, 2025, and ordering respondent REPRIMANDED, effective November 1, 2025, as set forth in the Report of the Tri-County Hearing Panel #9 (Exhibit 1).

5. On October 22, 2025, an Amended Order of Reprimand with conditions was issued to correct the title of the order (Exhibit 1).

6. Attached hereto is a true and correct copy of the following documents in Case No. 25-45-GA, styled GRIEVANCE ADMINISTRATOR, Attorney Grievance Commission v DANIEL J. PARISH, P 85014, before the State of Michigan Attorney Discipline Board: 1) Formal Complaint-Discovery Demand, May 9, 2025; 2) Stipulation for Consent Discipline and Waiver – Itemized Statement of Expenses – Proof of Service, September 9, 2025; 3) Report of Tri-County Hearing Panel #9, October 10, 2025; 4) Order of Reprimand (By Consent), October 10, 2025; 5) Amended Order of Reprimand with Conditions (By Consent, October 22, 2025. (Exhibit 1).

7. The Commission brings this disciplinary action in accordance with the Chief Disciplinary Counsel's mandatory administrative obligations, as set forth in TRDP 9.01.

8. Respondent was disciplined in another jurisdiction within the meaning of TRDP 9.01. The State of Michigan, Attorney Disciplinary Board, found that Respondent violated the following Rules of the Michigan Rules of Professional Conduct and Michigan Court Rules:

- a. Respondent entered into a fee agreement for an illegal or clearly excessive fee, in violation of MRPC 1.5(a);
- b. Respondent entered into a contingent fee agreement that exceeded the maximum allowable fee of one-third of the net amount recovered for personal

injury or wrongful death claims, in violation of MCR 8.121(A) & (B), and MRPC 1.5(c);

- c. Respondent entered into a contingent fee agreement that provided for calculation of computation of the contingent fee on the basis of the gross sum recovered, rather than the net some recovered after deducting all disbursements properly chargeable to the enforcement of the claim, in violation of MRPC 8.121(c);
- d. Respondent represented a client when the representation of that client was materially limited by the lawyer's own interests, in violation of MRPC 1.7(b);
- e. Respondent failed to treat with courtesy and respect all persons involved in the legal process, in violation of MRPC 6.5(a);
- f. Respondent violated or attempted to violate the Rules of Professional Conduct, in violation in MRPC 8.4(a);
- g. Respondent engaged in conduct prejudicial to the administration of justice, in violation of MCR 9.104(1) and MRPC 8.4(c);
- h. Respondent engaged in conduct that exposes the legal profession or the courts to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2);
- i. Respondent engaged in conduct contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

9. One or more of Respondent's violations of the Michigan Rules of Professional Conduct ("MRPC") correspond to similar obligations in the Texas Disciplinary Rules of Professional Conduct ("TDRPC").

- a. TDRCP 1.04(a) (Fees – A lawyer shall not enter into an arrangement for,

charge, or collect an illegal fee or unconscionable fee.) *See* TEX. DISCIPLINARY R. PROF'L CONDUCT 1.04(a).

- b. TDRCP 1.06(b)(2) (Conflict of Interest – A lawyer shall not represent a person if the representation of that person reasonably appears to be or become adversely limited by the lawyer's or law firm's responsibilities to another client or to a third person or by the lawyer's or law firm's own interest.) *See* TEX. DISCIPLINARY R. PROF'L CONDUCT 1.06.
- c. TDRCP 8.04(a)(4) (Misconduct – A lawyer shall not engage in conduct constituting obstruction of justice.) *See* TEX. DISCIPLINARY R. PROF'L CONDUCT 8.04(a)(4).

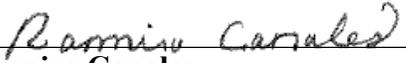
10. The Commission prays that, pursuant to Rule 9.02, Texas Rules of Disciplinary Procedure, this Board issue notice to Respondent, containing a copy of this Petition with exhibits, and an order directing Respondent to show cause within thirty (30) days from the date of the mailing of the notice, why the imposition of reciprocal discipline in this state would be unwarranted. The Commission also prays that upon trial of this matter this Board enter a judgment imposing discipline identical, to the extent practicable, with that imposed by the State of Michigan, Attorney Discipline Board, unless Respondent proves by clear and convincing evidence that a Rule 9.04 defense applies. Further, the Commission requests such other relief to which it may be entitled.

Respectfully submitted,

**Seana Willing**  
Chief Disciplinary Counsel

**Ramiro Canales**  
Assistant Disciplinary Counsel  
Office of the Chief Disciplinary Counsel

State Bar of Texas  
P.O. Box 12487  
Austin, Texas 78711  
Telephone: 512.427.1350  
Telecopier: 512.427.4253  
Email: [ramiro.canalaes@texasbar.com](mailto:ramiro.canalaes@texasbar.com)

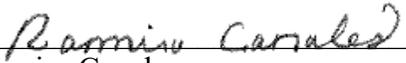
  
\_\_\_\_\_  
**Ramiro Canales**  
Bar Card No. 24012377

ATTORNEYS FOR THE COMMMISSION

**CERTIFICATE OF SERVICE**

I certify that upon receipt of the Order to Show Cause from the Board of Disciplinary Appeals, I will serve a copy of this Petition for Reciprocal Discipline and the Order to Show Cause on Daniel J. Parish, by personal service and Email.

Daniel J. Parish  
8 Golf Links Court  
Kingwood Texas 77339-5335  
*parishhoustonlaw@gmail.com*

  
\_\_\_\_\_  
Ramiro Canales

# Attorney Discipline Board

In Re DANIEL J. PARISH, P 85014,

Case No. 25-45-GA

Respondent.

\_\_\_\_\_ /

## CERTIFICATE OF RECORDS

I, Owen R. Montgomery, a member of the staff of the Michigan Attorney Discipline Board, do hereby certify that attached hereto is a copy of:

1. Formal Complaint - Discovery Demand, May 9, 2025
2. Stipulation for Consent Discipline and Waiver - Itemized Statement of Expenses - Proof of Service, September 9, 2025
3. Report of Tri-County Hearing Panel #9, October 10, 2025
4. Order of Reprimand (By Consent), October 10, 2025
5. Amended Order of Reprimand With Conditions (By Consent), October 22, 2025

In testimony whereof, I have set my hand and affixed the seal of the Attorney Discipline Board this 6th day of March, 2026.



/s/ Owen R. Montgomery  
Case Manager

PP



State of Michigan  
Attorney Discipline Board

2025-May-09

Grievance Administrator,  
Michigan Attorney Grievance Commission,

Petitioner,

Case No. 25-45-GA

v

Daniel J. Parish, P85014,

Respondent.

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**Formal Complaint**

Parties and Jurisdiction

1. Petitioner, Grievance Administrator, is authorized by MCR 9.109(B)(6) to prosecute this Formal Complaint by the Attorney Grievance Commission, which is the prosecution arm of the Michigan Supreme Court for the discharge of its constitutional responsibility to supervise and discipline Michigan attorneys.

2. As a licensed Michigan attorney, Respondent is subject to the jurisdiction of the Supreme Court and the Attorney Discipline Board as set forth in MCR 9.104.

3. Michigan attorneys have a duty to conduct themselves personally and professionally at all times in conformity with the standards imposed on members of the bar as a condition of the privilege to practice law.

4. Respondent is a Michigan attorney who was licensed in 2021 and who resides or has his place of business in Harris County, Texas.

## Factual Allegations

5. In June 2019, Jacob Graber's family was involved in a tragic accident when their buggy was hit by a drunk driver in Hillsdale County, Michigan. Three of his children died and a fourth child was injured. His wife, Caroline Graber, who was pregnant, was injured and lost the fetus.

6. The drunk driver was prosecuted, convicted of operating a motor vehicle while intoxicated, causing death, and sentenced to prison.

7. The insurance company for the driver tendered to Mr. Graber and his family the policy limits of the automobile policy, which was \$300,000.

8. Based on religious beliefs, Mr. and Mrs. Graber declined any money paid by the insurance company for the deaths or personal injuries caused by the driver.

9. Before April 2021, Respondent was an attorney licensed in the states of Oklahoma, Texas and Colorado, but not Michigan.

10. Respondent met Mr. Graber in 2020 when Respondent's fiancée interviewed Mr. Graber regarding potential work repairing her porch.

11. After meeting Mr. Graber, Respondent began the process of becoming licensed to practice law in Michigan so he could represent Mr. Graber in a potential personal injury action.

12. In April 2021, Respondent was admitted to practice law in Michigan.

13. In September 2021, Respondent prepared a client-attorney agreement for representation of Mr. Graber, which provided that Respondent would be paid on

a contingent fee basis, and Respondent would receive forty-five percent (45%) of the gross amount of any recovery. (Attachment A).

14. The contingent fee agreement prepared by Respondent provided that all costs and expenses would be paid from Mr. Graber's fifty-five percent (55%) portion of the amount recovered.

15. MCR 8.121 provides that in any action for personal injury or wrongful death, the maximum allowable contingent fee that an attorney may charge is one-third of the amount recovered, and the amount must be computed on the net sum recovered after deducting all disbursements chargeable to the prosecution of the action. MCR 8.121(A), (B) and (C).

16. After the agreement was signed, Respondent said he discussed with Mr. Graber how he wanted to proceed, and Mr. Graber told Respondent that he did not want his wife or himself to be deposed.

17. Respondent also claimed Mr. Graber told him he did not want anyone to know anything about a lawsuit.

18. Respondent informed Mr. Graber the best option to avoid litigation was to accept the insurance company settlement offer, which Respondent said Mr. Graber agreed to accept.

19. On March 30, 2022, Respondent prepared and filed a complaint in Branch County Circuit Court on behalf of Mr. Graber and the Estates of the three children.

20. In June 2022, Respondent told the attorney representing the insurance company that Mr. Graber was ready to settle.

21. To accept the settlement money, Respondent filed a motion for leave of court to settle wrongful death claim, and he opened probate estates for each of the children who had died.

22. Respondent prepared probate documentation, and on June 22, 2022, Respondent took Mr. Graber to the bank to have probate documents notarized.

23. Later in the evening of June 22, Mr. Graber called Respondent and told him he had made a “big mistake.” Respondent said he explained that signing the probate documents was just part of the process.

24. Respondent claimed that he provided further explanation, Mr. Graber said he understood, and they ended the call with Respondent saying he would bring the release for Mr. Graber to sign the next day.

25. Respondent brought the release to Mr. Graber’s house the next day.

26. When Mr. Graber was reading the release, Respondent said Mr. Graber’s wife came up and asked him what he was doing.

27. At that point, Respondent said Mr. Graber said he needed his family to review the document.

28. Respondent said that was no problem, and they arranged a time for Respondent to meet with the family.

29. Later that evening, Mr. Graber called Respondent and cancelled the meeting.

30. Respondent did not speak to Mr. Graber again.

31. On July 25, 2022, Respondent wrote a letter to Mr. Graber to demand that he sign the release.

32. The letter stated that Mr. Graber was “completely entitled to decline/refuse to accept any of the settlement proceeds that you would receive as your portion of the settlement.” The letter continued:

What is **not** up to you, is for you to now decide that you are going to refuse to sign the Release of Bodily Injury Claims form and thereby deny me the ability to receive my portion of the settlement funds that are the legal fees that I have earned and the reimbursement of the expenses I have incurred during the course of my representation of you in this matter. **Your refusal to sign the Release of Bodily Injury Claims is illegal and constitutes a breach of the terms and conditions of the Client-Attorney Agreement that you signed.** Under the terms of the Client-Attorney Agreement you are required to cooperate with me to bring the representation to a conclusion. . . . You, now, are legally obligated to cooperate with me by signing the Release of Bodily Claims so that I can be paid. Once again, you do not have to accept any of the funds, but I am entitled to receive payment of the legal fees earned and expenses incurred as prescribed in the Client-Attorney Agreement. As stated above, your refusal to now sign the Release of Bodily Claims and any check that would pay those settlement fees is illegal and a breach of the contract (Agreement). Indeed, more than that your refusal constitutes a tortious interference with my Agreement with you. (emphasis in original) (Attachment B).

33. Respondent’s statements, including the statements that Mr. Grager was “legally obligated” to cooperate and that it was “illegal” to refuse to sign the release were false statements of material fact, intended to threaten Mr. Graber into signing an agreement that he did not want to sign.

34. In the letter, Respondent also threatened to sue Mr. Graber within ten days if he did not sign the release.

35. Respondent claimed that he would request that the court compel Mr. Graber to sign the release or obtain a judgment for his fees and expenses, plus the cost of filing the new lawsuit.

36. Respondent alleged he had “earned” \$135,000 of fees under the agreement, which is based on 45% of the \$300,000 settlement amount.

37. Respondent was not entitled to \$135,000 in fees for a settlement that was not collected.

38. The letter continued:

If you force me to sue you because you refuse to sign the Release and Statement of Authorization so that I can be paid, the legal fees that I will incur will be approximately \$25,000. Again, I will seek the court to award me my legal fees incurred in a lawsuit against you. The minimum legal fees you will likely incur if you employ an attorney to represent you will be between \$20,000-\$35,000 based upon my experience. If you choose not to employ an attorney, I will obtain a default judgment against you. So, the judgment and expenses you are facing if I am forced to sue you will at a minimum be between \$185,000 and \$200,000. (Attachment A).

39. The above threats made by Respondent contained false and misleading statements, including that Respondent would obtain a default judgment if Mr. Graber did not employ an attorney, because Mr. Graber could have defended himself in a lawsuit, as well as representations regarding the amount that would be incurred.

40. In the letter, Respondent also acknowledged Mr. Graber’s “distinct desire not to have any involvement in legal matters and the legal process.” Respondent then threatened that Mr. Graber would be forced to be “very involved” in the legal process if Respondent sued him, including being forced to attend depositions and court appearances.

41. Respondent then said in the letter that after he obtained a “judgment against you I will seek to satisfy that judgment by selling all non-exempt property that you own (land, equipment, structures, etc.)”

42. Respondent enclosed the release that he pre-signed as the “witness” to Mr. Graber’s signatures, which included Respondent’s attestation that he witnessed Mr. Graber sign the document seven times.

43. Because Mr. Graber had not signed the document, Respondent’s signatures as a “witness” were false.

44. Respondent also prepared and enclosed an authorization for the insurance company to make the check payable solely to Respondent, which Respondent explained would “eliminate the need for me to return to you to sign a check payable to both of us.”

45. Mr. Graber notified Branch County Prosecuting Attorney Zachary Stempien about the letter from Respondent.

46. Respondent was contacted by law enforcement about the letter, and thereafter, Respondent did not sue Mr. Graber.

#### Grounds for Discipline

47. By reason of the conduct described in this Formal Complaint, Respondent has committed the following misconduct and is subject to discipline under MCR 9.104 as follows:

- a. failed to seek the lawful objectives of a client through reasonably available means permitted by law and these rules, in violation of MRPC 1.2(a);
- b. failed to abide by a client's decision whether to accept an offer of settlement, in violation of MRPC 1.2(a);
- c. entered into a fee agreement for an illegal or clearly excessive fee, in violation of MRPC 1.5(a);
- d. entered into a contingent fee agreement that exceeded the maximum allowable fee of one-third of the net amount recovered for personal injury or wrongful death claims, in violation of MCR 8.121(A) & (B), and MRPC 1.5(c).
- e. entered into a contingent fee agreement that provided for calculation of computation of the contingent fee on the basis of the gross sum recovered, rather than the net some recovered after deducting all disbursements properly chargeable to the enforcement of the claim, in violation of MRPC 8.121(C);
- f. represented a client when the representation of that client was materially limited by the lawyer's own interests, in violation of MRPC 1.7(b);

- g. failed to treat with courtesy and respect all persons involved in the legal process, in violation of MRPC 6.5(a);
- h. violated or attempted to violate the Rules of Professional Conduct, in violation in MRPC 8.4(a);
- i. engaged in conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, where such conduct reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer, in violation of MRPC 8.4(b);
- j. engaged in conduct prejudicial to the administration of justice, in violation of MCR 9.104(1) and MRPC 8.4(c);
- k. engaged in conduct that exposes the legal profession or the courts to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and
- l. engaged in conduct contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

Wherefore, Respondent should be subjected to such discipline as may be warranted by the facts and circumstances of such misconduct.

**MICHIGAN ATTORNEY  
GRIEVANCE COMMISSION**

Dated: May 9, 2025

*/s/ Michael V. Goetz*

---

**MICHAEL V. GOETZ, P41139**  
**Grievance Administrator**  
PNC Center  
755 W. Big Beaver Rd., Suite 2100  
Troy, Michigan 48084  
313-961-6585

State of Michigan  
Attorney Discipline Board

FILED  
ATTORNEY DISCIPLINE BOARD

2025-May-09

Grievance Administrator,  
Michigan Attorney Grievance Commission,

Petitioner,

Case No. 25-45-GA

v

Daniel J. Parish, P85014,

Respondent.

\_\_\_\_\_ /

**DISCOVERY DEMAND**

As permitted by MCR 9.115(F)(4), Petitioner makes the following demand for discovery:

1) Copies of all documentary evidence to be introduced at the hearing, or access to such documentary evidence so that it can be inspected and copied, in accordance with MCR 9.115(F)(4)(a); and,

2) The names and addresses of any persons to be called as witnesses at the hearing, in accordance with MCR 9.115(F)(4)(a)(i).

Under MCR 9.115(F)(4)(c), your failure to comply timely with the above demands may subject you to one or more of the sanctions set forth in MCR 2.313(B)(2)(a)-(c).

Dated: May 9, 2025

Michael V. Goetz (P41139)  
Grievance Administrator

By: /s/ Sarah C. Lindsey  
Sarah C. Lindsey, P68544  
General Counsel  
Attorney Grievance Commission  
PNC Center  
755 W. Big Beaver, Suite 2100  
Troy, MI 48084  
(313) 961-6585  
[sclindsey@agcemi.com](mailto:sclindsey@agcemi.com)

# Daniel J. Parish Attorney at Law

P.O. Box 691521  
Houston, Texas 77269-1521

846 Whistler Drive  
Quincy, Michigan 49082

## CLIENT-ATTORNEY AGREEMENT

**CLIENTS:** Jacob Graber, a resident of Reading, Hillsdale County, Michigan and whose mailing address is 5055 Blair Road, Reading, Michigan 49274. Jacob Graber is acting in an individual capacity and as the qualified personal legal representative of his wife, Caroline Graber, and as the qualified personal legal representative of the Estate of Lillian C. Graber, the Estate of Moses C. Graber, and the Estate of Jacob C. Graber. Jacob Graber acting in his personal capacity and as the qualified personal legal representative of the aforementioned parties are individually and collectively interchangeably referred to herein as "Client", "Grabers", "I" and/or "me", as applicable.

**MATTER:** Advising and representing Client concerning and obtaining damages resulting from the losses and injuries suffered from that certain accident which occurred on June 7, 2019 in Coldwater, Branch County, Michigan in which Client's horse-drawn carriage carrying Client, his wife and the four (4) Graber minor children was struck by an automobile driven at a high rate of speed by an individual (Tyler Frye, hereinafter referred to as "Frye") who was intoxicated. The accident killed three (3) of Graber's children, caused the death of Client's unborn child being carried by Client's wife, Caroline, severely injured Client's wife, severely injured Client's minor child, Toby, injured Client personally, killed Client's horse and destroyed Client's carriage.

I hereby engage Daniel J. Parish, Attorney at Law ("Parish") to act as my legal counsel with respect to the matter identified above in accordance with the following terms and conditions:

### **Fees:**

**Rate:** The representation of Client by Parish shall be on a CONTINGENT FEE BASIS. Client has declined to engage Parish on a fee per-hour basis and requested that Parish be paid for his fees earned and expenses incurred out of amounts obtained from, paid on behalf of or for the benefit of Frye. The fee/amount that Parish shall be paid to represent me in connection with these matters shall be equal to:

**Forty-Five Percent (45%) of the gross amount of all damages, amounts, and sums obtained from Frye and/or any person or party affiliated with Frye, including, but not limited to, any family member of Frye or any insurer of Frye, that would pay damages on behalf of or for Frye's benefit.**

Parish agrees to front any costs or expenses that may be incurred in connection with any actions undertaken in connection with this representation. Client shall never be required to pay any cost or expense in advance of receiving any amounts from Frye or paid on behalf of or for Frye's benefit. Client agrees that Parish shall be reimbursed for the full amount of all costs and/or expenses incurred in connection with the actions undertaken in this representation and that said reimbursement(s) shall be paid from Client's Fifty-Five Percent (55%) portion of any amounts obtained from Frye or paid on behalf of or for Frye's benefit. Client

expressly authorizes Parish to reimburse himself for such costs and/or expenses and withdraw Parish's contingent fee, if any, from any litigation damages recovered or settlement fees received from or paid on behalf of Frye. Client agrees that the contingent fee amount stated herein is fair and reasonable as a result of the risk borne by Parish of no recovery.

**IT IS EXPRESSLY ACKNOWLEDGED, UNDERSTOOD, AND AGREED THAT IN THE EVENT NO LITIGATION DAMAGES AND/OR SETTLEMENT FEES ARE EVER RECOVERED FROM FRYE OR PAID ON BEHALF OF OR FOR FRYE'S BENEFIT, CLIENTS SHALL OWE PARISH NOTHING FOR HIS LEGAL SERVICES NOR FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE ACTIONS UNDERTAKEN IN CONNECTION WITH THIS REPRESENTATION.**

**Costs and Expenses:** I authorize Parish to charge me for actual expenses incurred in connection with services rendered to me, including but not limited to, filing fees, other court costs, photocopying (\$0.25 per page), delivery services, computerized legal research, deposition costs, subpoena and witness fees, publication costs, court reporter fees, postage, long distance charges, facsimiles, parking charges, exhibit preparation fees, mileage, any required travel costs, and all other incidental expenses incurred on my behalf.

**Billings - Payments.** Parish will provide Client with a final itemized billing statement that reflects the total amount(s) obtained from Frye and/or paid on Frye's behalf or for his benefit, the stated contingent fee percentage of same to be paid to Parish, the stated percentage to be paid to Client less all costs and expenses incurred in connection with the representation. Client authorizes and directs that any fees, sums, damages recovered from Frye or any party paying damages for or on Frye's behalf shall be made payable to "Jacob Graber and Daniel J. Parish, Attorney at Law". Client acknowledges, understands, and agrees that Parish shall place the total amount(s) obtained from Frye and/or paid on Frye's behalf or for his benefit into Parish's IOLTA bank account. Parish is expressly authorized to deduct and pay to himself any and all contingent fees earned, if any, and reimbursement for all costs and expenses incurred. Parish shall then pay the remaining amount to Client according to Client's instructions.

**Exclusivity, Conflict of Interest, Confidentiality of Representation – Waiver of Violation:**

The representation of Client undertaken by Parish pursuant to this Agreement is exclusively as Client's attorney. **CLIENT EXPRESSLY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT PARISH IN NO WAY, NOR AT ANY TIME SHALL BE REPRESENTING ANY OTHER PERSON OR PARTY OTHER THAN CLIENT IN CLIENT'S INDIVIDUAL AND PERSONAL REPRESENTATIVE CAPACITIES.** This exclusive representation of Client includes, but is not limited to, if the subject matter of the representation involves any relative or acquaintance of Client or any other person who was involved with Client in the matters that are the subject of this representation. Client shall at no time nor in any manner tell or in any way suggest to any person that Parish is acting as that person's attorney. Parish's representation of any client is only pursuant to a written client-attorney agreement signed by the client or legal representative of client. As a consequence of Parish's exclusive representation of Client, all information concerning any matter related to the representation contemplated under this Agreement is strictly confidential and shall be exchanged with Client only. Unless otherwise noted immediately below, Parish shall not communicate with or provide information to another person concerning the representation, unless authorized by either Client. This limitation includes, but is not limited to, a family members. Client understands that when an attorney represents two or more parties, there is always a possibility that a conflict of interest between the parties being represented might arise. Clients understands that in the unlikely event that a conflict of interest should arise, Parish may elect to either represent Client individually or Client in his personal representative capacity, and terminate

representation of Client in any other capacity, or withdraw from representation of Client in any capacity. If Parish should elect to represent only one Client, it will be necessary for the Client for whom representation was terminated to obtain separate counsel. If Parish should elect to terminate representation of Client in all of his capacities, it will be necessary for Client to obtain replacement representation. Client, individually and in his collective capacities, waives any claims of conflict of interest for all times during which Parish shall represent both Client individually and in his personal representative capacities.

**Representations – Cooperation - Disclaimers:**

Parish agrees to keep Client abreast of developments in the representation, return phone calls and email communications not later than 72 hours, and provide professional legal services to Client for the duration of this Agreement. **Parish cannot and does not warrant or guarantee the outcome of any contested legal matter. Client acknowledges, understands, and agrees that no representation or guarantee of any particular outcome of this matter has been made by Parish. Client further acknowledges, understands, and agrees that the quality and efficacy of Parish's representation of Client is directly tied to the timely, full, complete and truthful disclosures by Client to Parish of all facts and matters that are even remotely related to the subject matter of this engagement. Client's agrees to provide his full cooperation with Parish in performing all actions necessary to effectively pursue Client's rights and claims against Frye, including, but not limited to signing all documents and pleadings, appearing at/in any proceeding or matter, and providing requested information.** I understand that Parish may need to possibly undertake activities to protect my interests and the interests of those parties for whom I am the personal representative including filing any legal actions and bringing any legal proceedings necessary to preserve my legal rights, interests, and claims, respond to opposing counsel, orders of the court, and other factors beyond Client's control and/or the control of Parish, and Parish agrees to pay all fees and charges, if any, incurred to comply with such activities to be reimbursed per the terms of this Agreement. I authorize Parish to undertake any such necessary actions.

Client agrees that all sums due and owing shall be paid to Parish according to the terms and conditions of this Agreement. Client agrees to keep Parish timely, fully, and completely informed of all facts and matters that could be even remotely related to the subject matter of the representation, all factual developments in the matter, changes in addresses and/or phone numbers, and changes in employment for the duration of this Agreement. Client grants Parish a limited power of attorney to handle all negotiations and discussions regarding the subject matter of the representation, but no final agreement shall be made without Client's approval. Client agrees to fully cooperate with Parish in performing such actions necessary to obtain the objectives of this representation. Client understands that Parish does not typically create, maintain, or produce physical files, and typically keeps and maintains only digital (paperless) files. Client may, upon request, retrieve a hard copy of those digital files from Parish at the time representation concludes at no charge. In the event Parish maintains any physical file, Client authorizes Parish to destroy the file five (5) days from the date the file is closed without further notice to Client.

**Termination:**

Client may terminate Parish's representation of Client at any time, with or without reason or excuse. Termination **DOES NOT** relieve Client from the fees which Parish has earned and is entitled through the date of any termination, and expenses Parish has incurred and accrued through the date of any such termination, plus those reasonably incurred following the termination as a result of the legal obligations imposed upon Parish to properly and orderly withdraw from the representation. Parish may terminate his representation of Client and withdraw from matters before a court with the court's permission for Client's failure to cooperate with Parish in his representation, or if Client's has expressed, directly or indirectly, that he intends to mislead any court in the handling of the matters stated above or intend to or are participating in criminal activity. In the event of Parish's termination/withdrawal from the representation,

Parish shall provide reasonable assistance to Client to secure replacement representation. Parish shall not be responsible or liable for the competency or any other factor or matter related or attendant to any replacement representation, including, but not limited to, any public defender. Parish may withdraw from the representation and cease to represent Client for any reason, subject to professional responsibility requirements.

**Disputes – Collection of Expenses/Fees - Arbitration:**

This Agreement shall be governed by the laws of the State of Michigan. With the exception of any action(s) necessary to obtain reimbursement of expenses paid and/or collect fees earned by Parish under this Agreement, any disputes between Client and Parish are subject to and shall be resolved under binding arbitration. Any collection action, arbitration, or other proceeding filed to enforce this Agreement or arising out of the subject of this Agreement, including Parish's handling of all actions on Client's behalf, shall be instituted, and maintained only in Branch County, Michigan.

**Conduct:**

Michigan attorneys are subject to the Michigan Lawyers' Oath and the Rules of Professional Conduct. The State Bar of Michigan investigates and prosecutes professional misconduct committed by Michigan attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the Michigan Attorney Grievance Commission provides information about how to file a complaint. Questions should be addressed to the Michigan Attorney Grievance Commission, PNC Center 755 West Big Beaver Rd., Suite 2100 Troy, Michigan 48084. For more information, please call 313-961-6585.

**HIPAA Compliance Provisions:**

Because Parish gathers, stores, and electronically transmits medical records (Protected Health Information – PHI) in the course of his representation of his clients, he is required to notify clients that their protected health information is subject to electronic disclosure. Michigan and Federal Law prohibits any electronic disclosure of a client's protected health information to any person without authorization.

The authorization for electronic disclosure of protected health information described above is not required if the disclosure is made to another covered entity, as that term is defined under state or Federal law, for the purpose of treatment; payment; health care operations; performing an insurance or health maintenance organization; or as otherwise authorized or required by state or federal law. In other words, no further release is necessary for electronic disclosure to other health care providers, insurance companies, governmental agencies, or defense lawyers representing adverse parties. This Agreement shall constitute a full authorization for Parish to release any PHI concerning me or any party for which I am the personal representative.

**No representations, warranties or guarantees:**

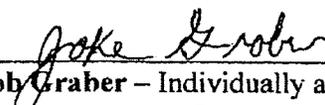
Client acknowledges, understands, and agrees that Parish has made no specific representation or guarantee as to the amount of costs that would be incurred during this representation or regarding any specific outcome(s).

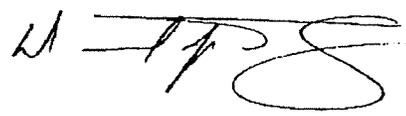
*(remainder of page intentionally blank – signatures appear on the following page)*

Signed and agreed on this 6th day of September 2021.

CLIENT

PARISH

  
\_\_\_\_\_  
Jacob Graber – Individually and  
as Personal Representative for  
the Parties Named Herein

  
\_\_\_\_\_  
Daniel J. Parish

**Daniel J. Parish**  
**Attorney at Law**  
846 Whistler Drive  
Quincy, Michigan 90482  
281/797-9570 (tel)  
832/213-1645 (fax)  
ParishHoustonLaw@gmail.com

July 25, 2022

**VIA FEDEX COURIER and**  
**U.S. FIRST CLASS MAIL**

Mr. Jacob Graber  
5055 Blair Road  
Reading, Michigan 49274

Re: **Notice of Breach of Agreement, Demand for Action, Notice of Lawsuit**

Dear Jake:

It is deep sadness that I write this letter. Having not heard anything from you, I am writing you concerning what appears to be your refusal to sign the Release of Bodily Injury Claims form so that Frye's attorney may issue payment of at least the legal fees that I earned under the Client-Attorney Agreement that you signed and the expenses I have incurred to date during my representation of you.

As I have told you repeatedly, Jake, you are completely entitled to decline/refuse to accept any of the settlement proceeds that you would receive as your portion of the settlement. I am not sure why you would do so, but that is certainly within your rights to do so. Nor do I understand how acceptance of your portion of the settlement is any different than the monies you already accepted to replace your carriage/buggy that was destroyed and the horse that was killed in the accident as those monies all come from the same source. But, again, your election to refuse your portion of the settlement funds that would be paid is entirely up to you.

What is **not** up to you, is for you to now decide that you are going to refuse to sign the Release of Bodily Injury Claims form and thereby deny me the ability to receive my portion of the settlement funds that are the legal fees that I have earned and the reimbursement of the expenses I have incurred during the course of my representation of you in this matter. **Your refusal to sign the Release of Bodily Injury Claims is illegal and constitutes a breach of the terms and conditions of the Client-Attorney Agreement that you signed.** Under the terms of the Client-Attorney

**Attachment B, p. 1**

Re: **Notice of Breach of Agreement, Demand for Action, Notice of Lawsuit**

Agreement you are required to cooperate with me to bring the representation to a conclusion. Under the **Representations – Cooperation – Disclaimers** section of the Client-Attorney Agreement, it provides that **“Client’s (sic) agrees to provide his full cooperation with Parish in performing all actions necessary to effectively pursue Client’s rights and claims against Frye, including, but not limited to signing all documents and pleadings, appearing at/in any proceeding or matter, and providing requested information.”** I do not know who is now influencing you to now change the decisions you made before, nor is it any of my business (at least not yet). But that has not been your position since the time you asked me to help you in obtaining whatever funds I could for Frye’s killing of four members of your family. We talked many times about how to use the settlement funds for your family and your farm, and/or to use those funds for loans to other members of the Amish community who may not have the ability to purchase land to start their own farm/home place, and/or as a gift to the Amish community, and/or simply setting up a trust so that your family has a financial reserve should anything happen to you or Caroline, or even donating what would be your portion of the settlement to a charity in honor of those members of your family that were killed. My hope has been from the onset of this representation has been to obtain all that we can for your family to try in some way obtain some small gift you for the indescribable horrendous loss you suffered when Frye killed your family. But all of this matter is ready to be concluded. I have done my work other than closing the probate of your children’s respective estates. **And I am now entitled to be paid the legal fees I have earned under the Client-Attorney Agreement.** As discussed Jake, like you, I do not work for free. **You, now, are legally obligated to cooperate with me by signing the Release of Bodily Claims so that I can be paid.** Once again, you do not have to accept any of the funds, but I am entitled to receive payment of the legal fees earned and expenses incurred as prescribed in the Client-Attorney Agreement. As stated above, your refusal to now sign the Release of Bodily Claims and any check that would pay those settlement fees **is illegal and a breach of the contract (Agreement).** Indeed, more than that your refusal constitutes a tortious interference with my Agreement with you.

This letter shall serve as my final request for you to sign the form where your name appears on the second page of the Release of Bodily Injury Claims. I have included the Release of Bodily Claims form that I have signed with this letter. I have also included a brief Statement of Authorization for you to sign that allows Frye’s attorney to issue a check solely in my name. This will eliminate the need for me to return to you to sign a check payable to both of us.

**This letter shall serve as formal notice to you that if you have not signed the enclosed Release Form and Statement of Authorization and either deliver these signed documents to me at 846 Whistler Drive or notify me that the signed documents are ready to be picked up at your home by 5:00 PM on Friday, August 5, 2022, I WILL FILE A LAWSUIT AGAINST YOU. I WILL ASK THE COURT FOR AN ORDER COMPELLING YOU TO SIGN THE AGREEMENT OR DELIVER A JUDGMENT AGAINST YOU FOR ALL THE LEGAL FEES I HAVE EARNED PLUS ALL EXPENSES I HAVE INCURRED AND WILL INCUR IN SAID LAWSUIT.**

Re: **Notice of Breach of Agreement, Demand for Action, Notice of Lawsuit**

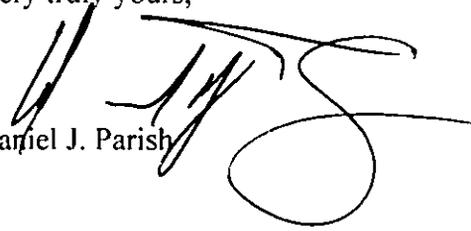
The legal fees I have earned under the Client-Attorney Agreement are \$135,000. The expenses that I have incurred during this representation equal approximately \$2,500. If you force me to sue you because you refuse to sign the Release and Statement of Authorization so that I can be paid, the legal fees that I will incur will be approximately \$25,000. Again, I will seek the court to award me my legal fees incurred in a lawsuit against you. The minimum legal fees you will likely incur if you employ an attorney to represent you will be between \$20,000-\$35,000 based upon my experience. If you choose not to employ an attorney, I will obtain a default judgment against you. So, the judgment and expenses you are facing if I am forced to sue you will at a minimum be between \$185,000 and \$200,000.

All this Jake, is completely unnecessary and costs you nothing if you simply sign the enclosed Release and Statement of Authorization. But you should make no mistake or labor under any belief that I will not file a lawsuit against you if you continue to refuse to sign these documents. Despite what you said when you hired me when I explained what would be involved, I have come to learn that you have a distinct desire not to have any involvement in legal matters and the legal process. You should be aware that if I am forced to sue you that you will be very involved in the legal process. You will be forced to attend depositions and court hearings. You should also be aware that once I would secure a judgment against you I will seek to satisfy that judgment by selling all non-exempt property that you own (land, equipment, structures, etc.). Again, Jake, I sincerely hope all of this will not be necessary by you simply signing the enclosed documents.

TO MAKE IT ABSOLUTELY CLEAR TO YOU, IF YOU DO NOT SIGN THE ENCLOSED DOCUMENTS BY 5:00 PM ON FRIDAY, AUGUST 5, 2022, I WILL FILE A LAWSUIT AGAINST YOU.

If you have any questions regarding this letter, please feel free to call me. My phone number is at the top of this letter in the event you no longer remember it.

Very truly yours,

  
Daniel J. Parish

Enclosures as stated

## RELEASE OF BODILY INJURY CLAIM

Jacob Graber, individually, and in his duly authorized capacity as representative of The Estate of Lilian Graber, The Estate of Moses Graber, The Estate of Jacob C. Graber, Tobey Graber, Caroline Graber, Paul Graber and Tyler Jackson Frye have agreed to settle the bodily injury cause of action in accordance with the terms of this agreement.

For and in consideration of the sum of Three Hundred Thousand Dollars and no/100 (\$300,000.00), Jacob Graber, individually, and in his duly authorized capacity as representative of The Estate of Lilian Graber, The Estate of Moses Graber, The Estate of Jacob C. Graber, Tobey Graber, Caroline Graber, Paul Graber does hereby release and forever discharge Tyler Jackson Frye from any liability or consequences of the motor vehicle accident related to their claim for bodily injury benefits, which occurred on June 7, 2019.

Jacob Graber, individually, and in his duly authorized capacity as representative of The Estate of Lilian Graber, The Estate of Moses Graber, The Estate of Jacob C. Graber, Tobey Graber, Caroline Graber, Paul Graber understands and agrees that Tyler Jackson Frye admits no liability of any sort by reason of any payment recited herein, and this is a settlement of a compromised situation made to terminate further controversy regarding the bodily injury claim.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release is intended to cover only the bodily injury claim arising by reason of any damage, loss or injury which may be traced either directly or indirectly to the incident, as they may now appear or as they may appear at any time in the future, no matter how remotely they may be related to this incident. This Release is executed with the full knowledge and understanding that there may be more serious consequences, damages or injuries as a result of the incident than now appear.

Jacob Graber, individually, and in his duly authorized capacity as representative of The Estate of Lilian Graber, The Estate of Moses Graber, The Estate of Jacob C. Graber, Tobey Graber, Caroline Graber, Paul Graber expressly preserves all rights and claims they may have to health/medical insurance benefits and any first-party benefits under Michigan's No Fault Act.

FURTHER, IT IS UNDERSTOOD AND AGREED that Jacob Graber, individually, and in his duly authorized capacity as representative of The Estate of Lilian Graber, The Estate of Moses Graber, The Estate of Jacob C. Graber, Tobey Graber, Caroline Graber, Paul Graber executes this release freely, voluntarily, and after fully consulting with his attorney and shall be enforceable in any court regardless of any past or future ruling on the interpretation of the No-Fault Act or any other legal or factual issues concerning the validity or enforceability of this Release Agreement.

This Release contains the entire agreement between the parties. The terms of this Release are contractual. The Release and Satisfaction will be interpreted and enforced pursuant to the laws of the State of Michigan.

I DECLARE THAT I HAVE READ THIS RELEASE AND THAT I UNDERSTAND ITS TERMS.

IN WITNESS WHEREFORE, <sup>JACOB</sup>~~GRABER~~ has hereunto set HIS/HER hand and seal this  
\_\_\_\_\_ day of JULY, 2022.

SIGNED, SEALED AND READ IN THE PRESENCE OF:

Witness [Signature] \_\_\_\_\_ (SEAL)  
Jacob Graber

Witness [Signature] \_\_\_\_\_ (SEAL)  
Jacob Graber, Personal Representative of the  
Estate of Lilian Graber

Witness [Signature] \_\_\_\_\_ (SEAL)  
Jacob Graber, Personal Representative of the  
Estate of Moses Graber

Witness [Signature] \_\_\_\_\_ (SEAL)  
Jacob Graber, Personal Representative of the  
Estate of Jacob C. Graber

Witness [Signature] \_\_\_\_\_ (SEAL)  
Jacob Graber, as father of Tobey Graber

Witness [Signature] \_\_\_\_\_ (SEAL)  
Jacob Graber, as father of Paul Graber

Witness [Signature] \_\_\_\_\_ (SEAL)  
Jacob Graber, on behalf of his wife,  
Caroline Graber

Open.23752.93024.28837921-1

## STATEMENT OF AUTHORIZATION

Re: Estate of Lillian C. Graber  
Estate of Moses C. Graber  
Estate of Jacob C Graber  
Personal Representative Jacob Graber  
Cause No. 22-03-147 NI, Branch County, Michigan

I, Jacob Graber, also know as "Jake" Graber, and being one and the same "Jacob Graber – Personal Representative" in the referenced matter, by signing this Statement of Authorization do hereby direct and authorize Tyler Frye, and/or his attorney, and/or insurance company, and/or personal representatives to issue the check/negotiable instrument for the settlement funds set forth in that certain Release of Bodily Injury Claim which has been signed contemporaneous with this Statement, to be made payable to and solely in the name of my attorney in the referenced matter, "Daniel J. Parish, Attorney at Law"

Dated: July, 2022

\_\_\_\_\_  
Jacob Graber a.k.a. Jake Graber

State of Michigan  
Attorney Discipline Board

2025-Sep-09

Grievance Administrator,  
Michigan Attorney Grievance Commission,

Petitioner,  
v

ADB Case No. 25-45-GA

Daniel J. Parish, P85014,  
Respondent.

\_\_\_\_\_ /

**Stipulation for Consent Discipline and Waiver**

Petitioner and Respondent, pursuant to MCR 9.115(F)(5), stipulate as follows:

1. Respondent admits to the factual allegations set forth in paragraphs 1-7, 9-10, 12-15, 19-32, 34-38, 40, and 41 of the Formal Complaint.
2. Respondent pleads no consent to the factual allegations set forth in paragraphs 16-18, 33, 39, 44, 45, and 46.
3. The parties agree to dismiss the factual allegations set forth in paragraphs 8, 11, 42, and 43 of the Formal Complaint.
4. Respondent admits to the allegations of professional misconduct set forth in subparagraph 47(c)-(h), and (j)-(l) of the Formal Complaint, which include:
  - a) entered into a fee agreement for an illegal or clearly excessive fee, in violation of MRPC 1.5(a);
  - b) entered into a contingent fee agreement that exceeded the maximum allowable fee of one-third of the net amount

- recovered for personal injury or wrongful death claims, in violation of MCR 8.121(A) & (B), and MRPC 1.5(c);
- c) entered into a contingent fee agreement that provided for calculation of computation of the contingent fee on the basis of the gross sum recovered, rather than the net some recovered after deducting all disbursements properly chargeable to the enforcement of the claim, in violation of MRPC 8.121(C);
  - d) represented a client when the representation of that client was materially limited by the lawyer's own interests, in violation of MRPC 1.7(b);
  - e) failed to treat with courtesy and respect all persons involved in the legal process, in violation of MRPC 6.5(a);
  - f) violated or attempted to violate the Rules of Professional Conduct, in violation in MRPC 8.4(a);
  - g) engaged in conduct prejudicial to the administration of justice, in violation of MCR 9.104(1) and MRPC 8.4(c); and
  - h) engaged in conduct that exposes the legal profession or the courts to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and
  - i) engaged in conduct contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

5. The parties agree to dismiss the allegations of professional misconduct set forth in subparagraphs 47(a), 47(b) and 47(i) of the Formal Complaint.

6. Upon the Hearing Panel's acceptance of this stipulation, the parties agree that Respondent shall be reprimanded.

7. The reprimand shall be subject to the following conditions: 1) Respondent will become a member of the Institute of Continuing Legal Education (ICLE) for one year and use the resources to become more familiar with Michigan law; and 2) Respondent will issue a letter of apology to Mr. Graber.

8. For purposes of this stipulation and as required by *Grievance Administrator v Lopatin*, 462 Mich 235 (2000), the parties applied the theoretical framework as provided in the ABA Standards for Imposing Lawyer Sanctions:

- a) Respondent violated duties owed to his client.
- b) Respondent's mental state was negligent and/or knowing.
- c) The conduct caused injury or potential injury to his client.

9. The Parties agree that under the ABA Standards for Imposing Lawyer Sanctions, the most applicable standard for the most serious misconduct is Standard 7.2, which provides: "Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system."

10. The parties further agree that although Standard 7.2 calls for a suspension, a reprimand is the appropriate sanction in this case due to the substantial mitigating factors present.

11. The parties agree that under ABA Standard 9.22, the relevant aggravating factor includes:

- 9.22(i): substantial experience in the practice of law  
(Respondent has been licensed an attorney since 1983).

12. The parties agree that pursuant to ABA Standard 9.32, the relevant mitigating factors include:

- 9.32(a): absence of a prior disciplinary record;
- 9.32(e): full and free cooperation to disciplinary board and cooperative attitude toward proceedings;
- 9.32(g): character or reputation (Respondent provided five letters to the Commission attesting to his character.)
- 9.32(j): delay in disciplinary proceedings (the conduct occurred in 2022);
- 9.32(k): imposition of other penalties or sanctions (Respondent was not paid any legal fee or reimbursed for expenses, and he has agreed not to seek reimbursement); and
- 9.32(l): remorse (Respondent has agreed to send a letter of apology to Mr. Graber.)

13. Respondent has no prior discipline.

14. Respondent acknowledges and understands that he is required to pay the costs and expenses associated with the investigation and prosecution of this matter as provided in MCR 9.128.

15. In accordance with MCR 9.115(F)(5)(a)(ii), the Attorney Grievance Commission has authorized the terms of this stipulation before its filing with the Attorney Discipline Board and this Hearing Panel.

16. The parties agree that this stipulation is subject to approval by the Hearing Panel. In accordance with MCR 9.115(F)(5)(c)(ii), if the Hearing Panel has concerns with this stipulation, the Hearing Panel will inform the parties and provide an opportunity to address those concerns at a status conference or comparable proceeding. If the Hearing Panel ultimately rejects the terms of this stipulation, it shall be deemed null and void and not binding on either party.

17. The parties agree that this Hearing Panel shall retain jurisdiction over this matter to enforce the Order of Discipline entered in accordance with this stipulation.

### Waiver of Rights

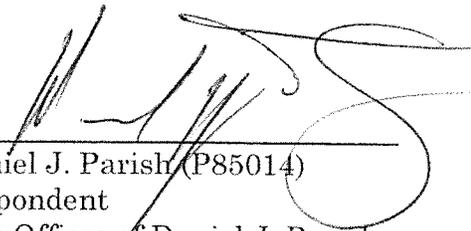
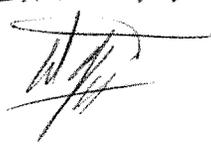
18. Respondent has been advised and understands that:
- a) He has a right to a hearing concerning the allegations of the formal complaint;
  - b) He has the right to retain counsel to defend the matter;
  - c) He has the right to offer evidence in defense and/or mitigation of the allegations of the matter; and
  - d) He is entitled to all other rights recited in Subchapter 9.100 of the Michigan Court Rules and the Constitutions of the State of Michigan and of the United States.

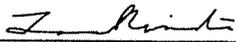
19. Respondent knowingly and voluntarily waives his rights to a hearing in this matter and any rights he would have at a hearing.

20. Respondent has not ingested any substances of any kind within the last twenty-four hours that would impair his ability to understand the nature or purpose of these proceedings.

21. Respondent waives any right of appeal or review of the discipline to be imposed pursuant to this stipulation executed in this matter; provided that this waiver does not preclude an appeal based on a claim that the discipline imposed differs from that provided for in this stipulation.

22. Respondent understands every provision in this stipulation and his signature below appears knowingly and voluntarily.

  
\_\_\_\_\_  
Daniel J. Parish (P85014)  
Respondent  
Law Offices of Daniel J. Parish  
~~PO Box 691521~~ P.O. Box 5244  
~~Houston, TX 77269-1521~~ KINGWOOD, TEXAS 77325  
ParishHoustonLaw@gmail.com  


  
\_\_\_\_\_  
Frances A. Rosinski (P41307)  
Respondent's Counsel  
Rosinski Ethics Law PLLC  
9360 Park Ave.  
Allen Park, MI 48101  
FranRosinskiLaw@gmail.com

  
\_\_\_\_\_  
Sarah C. Lindsey (P68544)  
General Counsel  
Attorney Grievance Commission  
755 W. Big Beaver, Suite 2100  
Troy, MI 48084  
(313) 961-6585  
sclindsey@agcmi.com

Dated: 9/9/25

State of Michigan  
Attorney Discipline Board

2025-Sep-09

Grievance Administrator,  
Michigan Attorney Grievance Commission,

Petitioner,

ADB Case No. 25-45-GA

v

Daniel J. Parish, P85014,

Respondent.  
\_\_\_\_\_ /**ITEMIZED STATEMENT OF EXPENSES**

Petitioner submits this itemized statement of the expenses associated with this matter, pursuant to MCR 9.128(B)(2). The items charged in this statement were necessarily incurred as expenses in the investigation and prosecution of this action. This statement does not constitute a demand for payment. Payment should be submitted to the Attorney Discipline Board at the appropriate time in accordance with the provisions of an order of discipline issued by the hearing panel.

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
5-15-25	Certified mailing of Formal Complaint to Respondent at two addresses	\$19.84
6-6-25	Certified mailing of Default to Respondent at two addresses	<u>\$23.64</u>
	<b>TOTAL</b>	<b>\$43.48</b>

Dated: September 9, 2025

By: /s/ Sarah C. Lindsey  
Sarah C. Lindsey (P68544)  
General Counsel  
Attorney Grievance Commission  
PNC Center  
755 W. Big Beaver, Suite 2100  
Troy, MI 48084  
313-961-6585  
[sclindsey@agcmi.com](mailto:sclindsey@agcmi.com)

State of Michigan  
Attorney Discipline Board

FILED  
ATTORNEY DISCIPLINE BOARD

2025-Sep-09

Grievance Administrator,  
Michigan Attorney Grievance Commission,

Petitioner,

ADB Case No. 25-45-GA

v

Daniel J. Parish, P85014,

Respondent.

---

**PROOF OF SERVICE**

Cathy A. Miller states that on September 9, 2025, she served a copy of a *Stipulation for Consent Discipline and Waiver, No Prior Disciplinary History Letter, Itemized Statement of Expenses*, and this *Proof of Service* on Respondent's counsel, Fran Rosinski, via email:

Frances A. Rosinski  
[FranRosinskiLaw@gmail.com](mailto:FranRosinskiLaw@gmail.com)

The *Stipulation for Consent Discipline and Waiver* was also served upon Complainant at the following address:

Zachary Stempien  
Branch County Prosecutor's Office  
31 Division St.  
Coldwater, MI 49036

by enclosing same in a sealed envelope properly addressed with sufficient postage affixed and depositing in the United States Mail.

I declare that the statement above is true to the best of my information, knowledge and belief.

/s/ Cathy A. Miller

---

Cathy A. Miller  
Litigation Assistant  
Attorney Grievance Commission

STATE OF MICHIGAN

Attorney Discipline Board

FILED  
ATTORNEY DISCIPLINE BOARD

2025-Oct-10

GRIEVANCE ADMINISTRATOR,  
Attorney Grievance Commission,

Petitioner,

v

Case No. 25-45-GA

DANIEL J. PARISH, P 85014

Respondent.

---

**REPORT OF TRI-COUNTY HEARING PANEL #9**

**PANEL MEMBERS:** Robert S. Gazall, Chairperson  
Richard L. Cunningham, Member  
Jehan G. Crump-Gibson, Member

**APPEARANCES:** Sarah C. Lindsey, General Counsel  
for the Attorney Grievance Commission

Francis A. Rosinski, Counsel  
for respondent

**I. PANEL PROCEEDINGS**

On May 9, 2025, the Grievance Administrator filed a formal complaint against respondent, alleging that he committed professional misconduct during his representation of his client, Jacob Graber. Specifically, the formal complaint alleges that respondent charged a clearly excessive fee in a personal injury action filed on Mr. Graber's behalf, made false statements of material fact to Mr. Graber, and wrongly threatened litigation against Mr. Graber regarding his attorney fees based on misleading information.

The formal complaint alleges that, in June 2019, Jacob Graber's family was involved in an accident when their buggy was hit by a drunk driver in Hillsdale County, Michigan, killing three of their children and seriously injuring Mrs. Graber and their other child. The insurance company for the driver tendered to Mr. Graber and his family the policy limits of the automobile policy, which was \$300,000. Based on religious beliefs, Mr. and Mrs. Graber declined any money paid by the insurance company for the deaths or personal injuries caused by the driver. Before April 2021, Respondent was an attorney licensed in the states of Oklahoma, Texas and Colorado, but he was not yet licensed in Michigan. Respondent met Mr. Graber in 2020 while seeking a contractor to do work on his porch. After meeting Mr. Graber and learning of the accident, Respondent began the process of becoming licensed to practice law in Michigan so he could represent Mr. Graber in a potential personal injury action. In April 2021, Respondent was admitted to practice law in Michigan.

The formal complaint further alleges that, in September 2021, Respondent prepared a client-attorney agreement for representation of Mr. Graber, which provided that Respondent would be paid on a contingent fee basis, and Respondent would receive forty-five percent (45%) of the gross amount of any recovery. The contingent fee agreement prepared by Respondent provided that all costs and expenses would be paid from Mr. Graber's fifty-five percent (55%) portion of the amount recovered. MCR 8.121 provides that in any action for personal injury or wrongful death, the maximum allowable contingent fee that an attorney may charge is one-third of the amount recovered, and the amount must be computed on the net sum recovered after deducting all disbursements chargeable to the prosecution of the action..

The formal complaint further alleges that, after the agreement was signed, Respondent discussed with Mr. Graber how he wanted to proceed, and Mr. Graber told Respondent that he did not want his wife or himself to be deposed. Respondent informed Mr. Graber the best option to avoid litigation was to accept the insurance company settlement offer. On March 30, 2022, Respondent prepared and filed a complaint in Branch County Circuit Court on behalf of Mr. Graber and the Estates of the three children. In June 2022, Respondent told the attorney representing the insurance company that Mr. Graber was ready to settle. To accept the settlement money, Respondent filed a motion for leave of the court to settle wrongful death claim, and he opened probate estates for each of the children who had died. Respondent prepared probate documentation, and on June 22, 2022, Respondent took Mr. Graber to the bank to have probate documents notarized. Later in the evening of June 22, Mr. Graber called Respondent and told him he had made a "big mistake" regarding filing the lawsuit. Respondent said he explained that signing the probate documents was just part of the process. Mr. Graber said that he understood, and they ended the call with Respondent saying he would bring the release for Mr. Graber to sign the next day, and he did so. When presented with the documents, Mr. Graber said he needed his family to review the document, and they arranged a time for Respondent to meet with his family. Later that evening, Mr. Graber called Respondent and cancelled the meeting.

On July 25, 2022, Respondent wrote a letter to Mr. Graber to demand that he sign the release. The letter stated:

[Mr. Graber was] "completely entitled to decline/refuse to accept any of the settlement proceeds that you would receive as your portion of the settlement." The letter continued that "What is not up to you, is for you to now decide that you are going to refuse to sign the Release of Bodily Injury Claims form and thereby deny me the ability to receive my portion of the settlement funds that are the legal fees that I have earned and the reimbursement of the expenses I have incurred during the course of my representation of you in this matter. Your refusal to sign the Release of Bodily Injury Claims is illegal and constitutes a breach of the terms and conditions of the Client-Attorney Agreement that you signed. Under the terms of the Client-Attorney Agreement you are required to cooperate with me to bring the representation to a conclusion. You, now, are legally obligated to cooperate with me by signing the Release of Bodily Claims so that I can be paid. Once again, you do not have to accept any of the funds, but I am entitled to receive payment of the legal fees earned and expenses incurred as prescribed in the

Client-Attorney Agreement. Indeed, more than that your refusal constitutes a tortious [sic] interference with my Agreement with you. [Formal Complaint, p 5.]

The formal complaint alleges that Respondent's statements, including the statements that Mr. Graber was "legally obligated" to cooperate and that it was "illegal" to refuse to sign the release were false statements of material fact, intended to threaten Mr. Graber into signing an agreement that he did not want to sign. In the letter, Respondent also threatened to sue Mr. Graber within ten days if he did not sign the release. Respondent claimed that he would request that the court compel Mr. Graber to sign the release or obtain a judgment for his fees and expenses, plus the cost of filing the new lawsuit. Respondent alleged he had "earned" \$135,000 of fees under the agreement, which is based on 45% of the \$300,000 settlement amount. However, the formal complaint alleges that Respondent was not entitled to \$135,000 in fees for a settlement that was not collected, and that the 45% contingency fee was illegal and unreasonable.

The letter from Respondent to Mr. Graber further stated:

If you force me to sue you because you refuse to sign the Release and Statement of Authorization so that I can be paid, the legal fees that I will incur will be approximately \$25,000. Again, I will seek the court to award me my legal fees incurred in a lawsuit against you. The minimum legal fees you will likely incur if you employ an attorney to represent you will be between \$20,000-\$35,000 based upon my experience. If you choose not to employ an attorney, I will obtain a default judgment against you. So, the judgment and expenses you are facing if I am forced to sue you will at a minimum be between \$185,000 and \$200,000. [Formal Complaint, p 6.]

The formal complaint alleges that the above threats made by Respondent contained false and misleading statements, including that Respondent would obtain a default judgment if Mr. Graber did not employ an attorney, because Mr. Graber could have defended himself in a lawsuit, as well as representations regarding the amount that would be incurred. In the letter, Respondent also acknowledged Mr. Graber's "distinct desire not to have any involvement in legal matters and the legal process." Respondent then threatened that Mr. Graber would be forced to be "very involved" in the legal process if Respondent sued him, including being forced to attend depositions and court appearances. Respondent enclosed a release that he pre-signed as the "witness" to Mr. Graber's signatures, which included Respondent's attestation that he witnessed Mr. Graber sign the document seven times. Because Mr. Graber had not signed the document, Respondent's signatures as a "witness" were false. Mr. Graber notified Branch County Prosecuting Attorney Zachary Stempien about the letter from Respondent. Respondent was contacted by law enforcement about the letter, and thereafter, Respondent did not sue Mr. Graber.

This matter was assigned to Tri-County Hearing Panel #9 and a virtual prehearing conference was scheduled for July 16, 2025. Respondent did not file an answer to the formal complaint within 21 days, as required, and on June 6, 2025, the Grievance Administrator filed a default against respondent. On June 11, 2025, the parties filed a stipulation to set aside the default and to extend time for respondent to file an answer to the formal complaint. On June 30, 2025, respondent filed his answer to the formal complaint, and discovery demand. On July 2, 2025, the

parties filed a stipulation to adjourn the prehearing conference scheduled for July 16, 2025, which was granted by hearing panel order on July 9, 2025.

On September 9, 2025, the parties filed a stipulation for consent order of discipline. The stipulation contains respondent's admissions to the factual allegations in paragraphs 1-7, 9-10, 12-15, 19-32, 34-38, 40, and 41 of the formal complaint, and no contest pleas to paragraphs 16-18, 33, 39, and 44-46 of the formal complaint. The stipulation also contains the parties agreement that the allegations contained in paragraph 8, 11, 42, and 43 will be dismissed. The stipulation further contains respondent's admission to the allegations of professional misconduct contained in paragraph 47(c)-(h) and (j)-(l) of the formal complaint. The parties further agreed in the stipulation that the allegations of professional misconduct contained in paragraph 47(a), (b), and (i) shall be dismissed. The stipulation for consent discipline also contained the parties agreement that respondent would be reprimanded. The parties further agreed in the stipulation that, as conditions to the stipulation for consent discipline, respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one-year and use the resources to become familiar with Michigan law, and that respondent shall issue a letter of apology to Mr. Graber.

## **II. FINDINGS AND CONCLUSIONS REGARDING MISCONDUCT**

Based upon respondent's admissions and the parties' stipulation, the panel finds that respondent: entered into a fee agreement for an illegal or clearly excessive fee, in violation of MRPC 1.5(a); entered into a contingent fee agreement that exceeded the maximum allowable fee of one-third of the net amount recovered for personal injury or wrongful death claims, in violation of MCR 8.121(A) & (B), and MRPC 1.5(c); entered into a contingent fee agreement that provided for calculation of computation of the contingent fee on the basis of the gross sum recovered, rather than the net some recovered after deducting all disbursements properly chargeable to the enforcement of the claim, in violation of MRPC 8.121(c); represented a client when the representation of that client was materially limited by the lawyer's own interests, in violation of MRPC 1.7(b); failed to treat with courtesy and respect all persons involved in the legal process, in violation of MRPC 6.5(a); violated or attempted to violate the Rules of Professional Conduct, in violation in MRPC 8.4(a); engaged in conduct prejudicial to the administration of justice, in violation of MCR 9.104(1) and MRPC 8.4(c); engaged in conduct that exposes the legal profession or the courts to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and engaged in conduct contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

Based on the parties' stipulation, the Grievance Administrator has agreed to dismiss charges that respondent: failed to seek the lawful objectives of a client through reasonably available means permitted by law, in violation of MRPC 1.2(a); failed to abide by a client's decision whether to accept an offer of settlement, in violation of MRPC 1.2(a); and engaged in conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, where such conduct reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer, in violation of MRPC 8.4(b).

### III. REPORT ON DISCIPLINE

The parties' stipulation states that for purposes of the consent, and as required by MCR 9.115(F)(5)(b)(ii) and *Grievance Administrator v Lopatin*, 462 Mich 235 (2000), the parties applied the theoretical framework as set forth in the American Bar Association Standards for Imposing Lawyer Sanctions (ABA Standards), and stipulate that:

- (a) respondent violated duties owed to his client;
- (b) respondent's mental state was negligent and/or knowing in regard to the duties owed; and,
- (c) respondent's conduct caused injury or potential injury to his client and the legal profession.

The stipulation also contains the parties' assertion that the most applicable ABA Standard to apply to respondent's conduct is 7.2 [Violation of a Duty Owed as a Professional], which states:

- 4.43 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

The parties further stipulate that the following aggravating factors apply under ABA Standard 9.22: (i) substantial experience in the practice of law. The parties further stipulate that the following mitigating factors apply under ABA Standard 9.32: (a) absence of a prior disciplinary record; (e) full and free disclosure to the disciplinary authority and cooperative attitude towards proceedings; (g) character or reputation, as evidenced by five character letters submitted by the respondent to the Attorney Grievance Commission; (j) delay in the disciplinary proceedings, as the conduct occurred in 2022; 9.32(k) imposition of other penalties or sanctions, as respondent was unable to collect any fees that he earned during his representation; and, (l) remorse, as evidenced by respondent's agreement to send Mr. Graber a letter of apology.

The parties further stipulate that, while ABA Standard 7.2 sets forth that a suspension is the most appropriate sanction for the conduct in this case, a reprimand is appropriate in this matter due to the number of mitigating factors established, and the degree to which the mitigating factors outweigh the aggravating factors.

In accordance with the stipulation of the parties, the hearing panel will order that respondent is reprimanded. The panel will also order that respondent be subject to the following conditions:

1. Respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one year; and to use those resources to become more familiar with Michigan law; and,
2. Respondent shall send a letter of apology to Mr. Graber within 30 days, and provide a copy of the letter to a representative of the Attorney Grievance Commission.

**IV. SUMMARY OF PRIOR MISCONDUCT**

None.

**V. ITEMIZATION OF COSTS**

Attorney Grievance Commission:	
See Itemized Statement filed 09/09/25	\$ 43.48
Administrative Fee	<u>\$ 750.00</u>
<b>TOTAL:</b>	<b>\$ 793.48</b>

**ATTORNEY DISCIPLINE BOARD**  
Tri-County Hearing Panel #9

By: /s/ Robert S. Gazall, Chairperson

Dated: October 10, 2025

Attorney Discipline Board

2025-Oct-10

GRIEVANCE ADMINISTRATOR,  
Attorney Grievance Commission,

Petitioner,

v

Case No. 25-45-GA

DANIEL J. PARISH, P 85014

Respondent.

\_\_\_\_\_ /

**ORDER OF REPRIMAND**  
**(By Consent)**

Issued by the Attorney Discipline Board  
Tri-County Hearing Panel #9

Robert S. Gazall, Chairperson  
Richard L. Cunningham, Member  
Jehan G. Crump-Gibson, Member

This matter is before the panel upon the filing of Formal Complaint 25-45-GA, charging that respondent has committed acts of professional misconduct warranting discipline. The Grievance Administrator and respondent have submitted a stipulation for consent order of discipline pursuant to MCR 9.115(F)(5). The panel has reported its findings and conclusions as to misconduct and discipline;

**NOW THEREFORE,**

**IT IS ORDERED** that the parties' stipulation for consent order of discipline filed September 9, 2025, is **APPROVED**. Paragraphs 8, 11, 42, and 43, and subparagraphs 47(a), (b), and (i) of the formal complaint are dismissed. Respondent's admissions and no contest pleas to remainder of the factual allegations and allegations of professional misconduct set forth in the formal complaint are **ACCEPTED**.

**IT IS FURTHER ORDERED** that respondent is hereby **REPRIMANDED**, effective **November 1, 2025**.

**IT IS FURTHER ORDERED** that respondent is subject to the following conditions:

1. Respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one year and use the resources to become more familiar with Michigan Law; and,

2. Respondent shall send a letter of apology to Mr. Graber within 30 days, and provide a copy of the letter to a representative of the Attorney Grievance Commission.

**IT IS FURTHER ORDERED** that respondent shall, on or before **November 1, 2025**, pay costs in the amount of **\$793.48**. Please refer to the attached cost payment instruction sheet for method and forms of payment accepted.

**ATTORNEY DISCIPLINE BOARD**  
Tri-County Hearing Panel #9

By: /s/ Robert S. Gazall, Chairperson

Dated: October 10, 2025

Attorney Discipline Board

FILED  
ATTORNEY DISCIPLINE BOARD

GRIEVANCE ADMINISTRATOR,  
Attorney Grievance Commission,

2025-Oct-22

Petitioner,

v

Case No. 25-45-GA

DANIEL J. PARISH, P 85014

Respondent.

\_\_\_\_\_ /

**AMENDED ORDER OF REPRIMAND WITH CONDITIONS<sup>1</sup>**  
**(By Consent)**

Issued by the Attorney Discipline Board  
Tri-County Hearing Panel #9

Robert S. Gazall, Chairperson  
Richard L. Cunningham, Member  
Jehan G. Crump-Gibson, Member

This matter is before the panel upon the filing of Formal Complaint 25-45-GA, charging that respondent has committed acts of professional misconduct warranting discipline. The Grievance Administrator and respondent have submitted a stipulation for consent order of discipline pursuant to MCR 9.115(F)(5). The panel has reported its findings and conclusions as to misconduct and discipline;

**NOW THEREFORE,**

**IT IS ORDERED** that the parties' stipulation for consent order of discipline filed September 9, 2025, is **APPROVED**. Paragraphs 8, 11, 42, and 43, and subparagraphs 47(a), (b), and (i) of the formal complaint are dismissed. Respondent's admissions and no contest pleas to remainder of the factual allegations and allegations of professional misconduct set forth in the formal complaint are **ACCEPTED**.

**IT IS FURTHER ORDERED** that respondent is hereby **REPRIMANDED**, effective **November 1, 2025**.

**IT IS FURTHER ORDERED** that respondent is subject to the following conditions:

1. Respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one year and use the resources to become more familiar with Michigan Law; and,

\_\_\_\_\_

<sup>1</sup> Amended only to correct the title of the order.

2. Respondent shall send a letter of apology to Mr. Graber within 30 days, and provide a copy of the letter to a representative of the Attorney Grievance Commission.

**IT IS FURTHER ORDERED** that respondent shall, on or before **November 1, 2025**, pay costs in the amount of **\$793.48**. Please refer to the attached cost payment instruction sheet for method and forms of payment accepted.

**ATTORNEY DISCIPLINE BOARD**  
Tri-County Hearing Panel #9

By: /s/ Robert S. Gazall, Chairperson

Dated: October 22, 2025

**THE BOARD *of* DISCIPLINARY APPEALS**  
APPOINTED BY THE SUPREME COURT *of* TEXAS



**INTERNAL PROCEDURAL RULES**  
(EFFECTIVE SEPTEMBER 24, 2024)



Mailing Address:  
P.O. Box 12426  
Austin TX 78711

1414 Colorado, Suite 610  
Austin TX 78701

Tel: 512 427-1578  
FAX: 512 427-4130  
website: [txboda.org](http://txboda.org)

# INTERNAL PROCEDURAL RULES

## BOARD OF DISCIPLINARY APPEALS

*Current through September 24, 2024*

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# INTERNAL PROCEDURAL RULES

## Board of Disciplinary Appeals

*Current through September 24, 2024*

### I. GENERAL PROVISIONS

#### Rule 1.01. Definitions

- (a) “BODA” is the Board of Disciplinary Appeals.
- (b) “Chair” is the member elected by BODA to serve as chair or, in the Chair’s absence, the member elected by BODA to serve as vice-chair.
- (c) “Classification” is the determination by the CDC under TRDP 2.10 or by BODA under TRDP 7.08(C) whether a grievance constitutes a “complaint” or an “inquiry.”
- (d) “BODA Clerk” is the executive director of BODA or other person appointed by BODA to assume all duties normally performed by the clerk of a court.
- (e) “CDC” is the Chief Disciplinary Counsel for the State Bar of Texas and his or her assistants.
- (f) “Commission” is the Commission for Lawyer Discipline, a permanent committee of the State Bar of Texas.
- (g) “Executive Director” is the executive director of BODA.
- (h) “Panel” is any three-member grouping of BODA under TRDP 7.05.
- (i) “Party” is a Complainant, a Respondent, or the Commission.
- (j) “TDRPC” is the Texas Disciplinary Rules of Professional Conduct.
- (k) “TRAP” is the Texas Rules of Appellate Procedure.
- (l) “TRCP” is the Texas Rules of Civil Procedure.
- (m) “TRDP” is the Texas Rules of Disciplinary Procedure.
- (n) “TRE” is the Texas Rules of Evidence.

#### Rule 1.02. General Powers

Under TRDP 7.08, BODA has and may exercise all the powers of either a trial court or an appellate court, as the case may be, in hearing and determining disciplinary proceedings. But TRDP 15.01 [17.01] applies to the enforcement of a judgment of BODA.

#### Rule 1.03. Additional Rules in Disciplinary Matters

Except as varied by these rules and to the extent applicable, the TRCP, TRAP, and TRE apply to all disciplinary matters before BODA, except for appeals from classification decisions, which are governed by TRDP 2.10 and by Section 3 of these rules.

#### Rule 1.04. Appointment of Panels

- (a) BODA may consider any matter or motion by panel,

except as specified in (b). The Chair may delegate to the Executive Director the duty to appoint a panel for any BODA action. Decisions are made by a majority vote of the panel; however, any panel member may refer a matter for consideration by BODA sitting en banc. Nothing in these rules gives a party the right to be heard by BODA sitting en banc.

- (b) Any disciplinary matter naming a BODA member as Respondent must be considered by BODA sitting en banc. A disciplinary matter naming a BODA staff member as Respondent need not be heard en banc.

- (c) BODA may, upon decision of the Chair, conduct any business or proceedings—including any hearing, pretrial conference, or consideration of any matter or motion—remotely.

#### Rule 1.05. Filing of Pleadings, Motions, and Other Papers

- (a) **Electronic Filing.** All documents must be filed electronically. Unrepresented persons or those without the means to file electronically may electronically file documents, but it is not required.

- (1) **Email Address.** The email address of an attorney or an unrepresented party who electronically files a document must be included on the document.

- (2) **Timely Filing.** Documents are filed electronically by emailing the document to the BODA Clerk at the email address designated by BODA for that purpose. A document filed by email will be considered filed the day that the email is sent. The date sent is the date shown for the message in the inbox of the email account designated for receiving filings. If a document is sent after 5:00 p.m. or on a weekend or holiday officially observed by the State of Texas, it is considered filed the next business day.

- (3) It is the responsibility of the party filing a document by email to obtain the correct email address for BODA and to confirm that the document was received by BODA in legible form. Any document that is illegible or that cannot be opened as part of an email attachment will not be considered filed. If a document is untimely due to a technical failure or a system outage, the filing party may seek appropriate relief from BODA.

- (4) **Exceptions.**

- (i) An appeal to BODA of a decision by the CDC to classify a grievance as an inquiry or a complaint is not required to be filed electronically.

- (ii) The following documents must not be filed electronically:

- a) documents that are filed under seal or subject to a pending motion to seal; and

- b) documents to which access is otherwise restricted by court order.

(iii) For good cause, BODA may permit a party to file other documents in paper form in a particular case.

(5) Format. An electronically filed document must:

(i) be in text-searchable portable document format (PDF);

(ii) be directly converted to PDF rather than scanned, if possible; and

(iii) not be locked.

(b) A paper will not be deemed filed if it is sent to an individual BODA member or to another address other than the address designated by BODA under Rule 1.05(a)(2).

(c) **Signing.** Each brief, motion, or other paper filed must be signed by at least one attorney for the party or by the party pro se and must give the State Bar of Texas card number, mailing address, telephone number, email address, and fax number, if any, of each attorney whose name is signed or of the party (if applicable). A document is considered signed if the document includes:

(1) an “/s/” and name typed in the space where the signature would otherwise appear, unless the document is notarized or sworn; or

(2) an electronic image or scanned image of the signature.

(d) **Paper Copies.** Unless required by BODA, a party need not file a paper copy of an electronically filed document.

(e) **Service.** Copies of all documents filed by any party other than the record filed by the evidentiary panel clerk or the court reporter must, at or before the time of filing, be served on all other parties as required and authorized by the TRAP.

#### **Rule 1.06. Service of Petition**

In any disciplinary proceeding before BODA initiated by service of a petition on the Respondent, the petition must be served by personal service; by certified mail with return receipt requested; or, if permitted by BODA, in any other manner that is authorized by the TRCP and reasonably calculated under all the circumstances to apprise the Respondent of the proceeding and to give him or her reasonable time to appear and answer. To establish service by certified mail, the return receipt must contain the Respondent’s signature.

#### **Rule 1.07. Hearing Setting and Notice**

(a) **Original Petitions.** In any kind of case initiated by the CDC’s filing a petition or motion with BODA, the CDC may contact the BODA Clerk for the next regularly available hearing date before filing the original petition. If a hearing is set before the petition is filed, the petition must state the date, time, and place of the hearing. Except in the case of a petition to revoke probation under TRDP 2.23 [2.22], the hearing date must be at least 30 days from the date that the petition is served on the Respondent.

(b) **Expedited Settings.** If a party desires a hearing on a matter on a date earlier than the next regularly available BODA hearing date, the party may request an expedited setting in a written motion setting out the reasons for the request. Unless the parties agree otherwise, and except in the case of a petition to revoke probation under TRDP 2.23 [2.22], the expedited hearing setting must be at least 30 days from the date of service of the petition, motion, or other pleading. BODA has the sole discretion to grant or deny a request for an expedited hearing date.

(c) **Setting Notices.** BODA must notify the parties of any hearing date that is not noticed in an original petition or motion.

(d) **Announcement Docket.** Attorneys and parties appearing before BODA must confirm their presence and present any questions regarding procedure to the BODA Clerk in the courtroom immediately prior to the time docket call is scheduled to begin. Each party with a matter on the docket must appear at the docket call to give an announcement of readiness, to give a time estimate for the hearing, and to present any preliminary motions or matters. Immediately following the docket call, the Chair will set and announce the order of cases to be heard.

#### **Rule 1.08. Time to Answer**

The Respondent may file an answer at any time, except where expressly provided otherwise by these rules or the TRDP, or when an answer date has been set by prior order of BODA. BODA may, but is not required to, consider an answer filed the day of the hearing.

#### **Rule 1.09. Pretrial Procedure**

(a) **Motions.**

(1) Generally. To request an order or other relief, a party must file a motion supported by sufficient cause with proof of service on all other parties. The motion must state with particularity the grounds on which it is based and set forth the relief sought. All supporting briefs, affidavits, or other documents must be served and filed with the motion. A party may file a response to a motion at any time before BODA rules on the motion or by any deadline set by BODA. Unless otherwise required by these rules or the TRDP, the form of a motion must comply with the TRCP or the TRAP.

(2) For Extension of Time. All motions for extension of time in any matter before BODA must be in writing, comply with (a)(1), and specify the following:

(i) if applicable, the date of notice of decision of the evidentiary panel, together with the number and style of the case;

(ii) if an appeal has been perfected, the date when the appeal was perfected;

(iii) the original deadline for filing the item in question;

- (iv) the length of time requested for the extension;
- (v) the number of extensions of time that have been granted previously regarding the item in question; and
- (vi) the facts relied on to reasonably explain the need for an extension.

(b) **Pretrial Scheduling Conference.** Any party may request a pretrial scheduling conference, or BODA on its own motion may require a pretrial scheduling conference.

(c) **Trial Briefs.** In any disciplinary proceeding before BODA, except with leave, all trial briefs and memoranda must be filed with the BODA Clerk no later than ten days before the day of the hearing.

(d) **Hearing Exhibits, Witness Lists, and Exhibits Tendered for Argument.** A party may file a witness list, exhibit, or any other document to be used at a hearing or oral argument before the hearing or argument. A party must bring to the hearing an original and 12 copies of any document that was not filed at least one business day before the hearing. The original and copies must be:

- (1) marked;
- (2) indexed with the title or description of the item offered as an exhibit; and
- (3) if voluminous, bound to lie flat when open and tabbed in accordance with the index.

All documents must be marked and provided to the opposing party before the hearing or argument begins.

**Rule 1.10. Decisions**

(a) **Notice of Decisions.** The BODA Clerk must give notice of all decisions and opinions to the parties or their attorneys of record.

(b) **Publication of Decisions.** BODA must report judgments or orders of public discipline:

- (1) as required by the TRDP; and
- (2) on its website for a period of at least ten years following the date of the disciplinary judgment or order.

(c) **Abstracts of Classification Appeals.** BODA may, in its discretion, prepare an abstract of a classification appeal for a public reporting service.

**Rule 1.11. Board of Disciplinary Appeals Opinions**

(a) BODA may render judgment in any disciplinary matter with or without written opinion. In accordance with TRDP 6.06, all written opinions of BODA are open to the public and must be made available to the public reporting services, print or electronic, for publishing. A majority of the members who participate in considering the disciplinary matter must determine if an opinion will be written. The names of the participating members must be noted on all written opinions of BODA.

(b) Only a BODA member who participated in the

decision of a disciplinary matter may file or join in a written opinion concurring in or dissenting from the judgment of BODA. For purposes of this rule, in hearings in which evidence is taken, no member may participate in the decision unless that member was present at the hearing. In all other proceedings, no member may participate unless that member has reviewed the record. Any member of BODA may file a written opinion in connection with the denial of a hearing or rehearing en banc.

(c) A BODA determination in an appeal from a grievance classification decision under TRDP 2.10 is not a judgment for purposes of this rule and may be issued without a written opinion.

**Rule 1.12. BODA Work Product and Drafts**

A document or record of any nature—regardless of its form, characteristics, or means of transmission—that is created or produced in connection with or related to BODA’s adjudicative decision-making process is not subject to disclosure or discovery. This includes documents prepared by any BODA member, BODA staff, or any other person acting on behalf of or at the direction of BODA.

**Rule 1.13. Record Retention**

Records of appeals from classification decisions must be retained by the BODA Clerk for a period of at least three years from the date of disposition. Records of other disciplinary matters must be retained for a period of at least five years from the date of final judgment, or for at least one year after the date a suspension or disbarment ends, whichever is later. For purposes of this rule, a record is any document, paper, letter, map, book, tape, photograph, film, recording, or other material filed with BODA, regardless of its form, characteristics, or means of transmission.

**Rule 1.14. Costs of Reproduction of Records**

The BODA Clerk may charge a reasonable amount for the reproduction of nonconfidential records filed with BODA. The fee must be paid in advance to the BODA Clerk.

**Rule 1.15. Publication of These Rules**

These rules will be published as part of the TDRPC and TRDP.

**II. ETHICAL CONSIDERATIONS**

**Rule 2.01. Representing or Counseling Parties in Disciplinary Matters and Legal Malpractice Cases**

(a) A current member of BODA must not represent a party or testify voluntarily in a disciplinary action or proceeding. Any BODA member who is subpoenaed or otherwise compelled to appear at a disciplinary action or proceeding, including at a deposition, must promptly notify the BODA Chair.

(b) A current BODA member must not serve as an expert witness on the TDRPC.

(c) A BODA member may represent a party in a legal

malpractice case, provided that he or she is later recused in accordance with these rules from any proceeding before BODA arising out of the same facts.

#### **Rule 2.02. Confidentiality**

(a) BODA deliberations are confidential, must not be disclosed by BODA members or staff, and are not subject to disclosure or discovery.

(b) Classification appeals, appeals from evidentiary judgments of private reprimand, appeals from an evidentiary judgment dismissing a case, interlocutory appeals or any interim proceedings from an ongoing evidentiary case, and disability cases are confidential under the TRDP. BODA must maintain all records associated with these cases as confidential, subject to disclosure only as provided in the TRDP and these rules.

(c) If a member of BODA is subpoenaed or otherwise compelled by law to testify in any proceeding, the member must not disclose a matter that was discussed in conference in connection with a disciplinary case unless the member is required to do so by a court of competent jurisdiction

#### **Rule 2.03. Disqualification and Recusal of BODA Members**

(a) BODA members are subject to disqualification and recusal as provided in TRCP 18b.

(b) BODA members may, in addition to recusals under (a), voluntarily recuse themselves from any discussion and voting for any reason. The reasons that a BODA member is recused from a case are not subject to discovery.

(c) These rules do not disqualify a lawyer who is a member of, or associated with, the law firm of a BODA member from serving on a grievance committee or representing a party in a disciplinary proceeding or legal malpractice case. But a BODA member must recuse him or herself from any matter in which a lawyer who is a member of, or associated with, the BODA member's firm is a party or represents a party.

### **III. CLASSIFICATION APPEALS**

#### **Rule 3.01. Notice of Right to Appeal**

(a) If a grievance filed by the Complainant under TRDP 2.10 is classified as an inquiry, the CDC must notify the Complainant of his or her right to appeal as set out in TRDP 2.10 or another applicable rule. If a grievance is classified as a complaint, the CDC must notify both the Complainant and the Respondent of the Respondent's right to appeal as set out in TRDP 2.10 or another applicable rule.

(b) To facilitate the potential filing of an appeal of a grievance classified as an inquiry, the CDC must send the Complainant an appeal notice form, approved by BODA, with the classification disposition. For a grievance classified as a complaint, the CDC must send the Respondent an appeal notice form, approved by BODA, with notice of the classification disposition. The form must

include the docket number of the matter; the deadline for appealing; and information for mailing, faxing, or emailing the appeal notice form to BODA. The appeal notice form must be available in English and Spanish.

#### **Rule 3.02. Record on Appeal**

BODA must not consider documents or other submissions that the Complainant or Respondent filed with the CDC or BODA after the CDC's classification. When a notice of appeal from a classification decision has been filed, the CDC must forward to BODA a copy of the grievance and all supporting documentation. If the appeal challenges the classification of an amended grievance, the CDC must also send BODA a copy of the initial grievance, unless it has been destroyed.

#### **Rule 3.03. Disposition of Classification Appeal**

(a) BODA may decide a classification appeal by doing any of the following:

(1) affirm the CDC's classification of the grievance as an inquiry and the dismissal of the grievance;

(2) reverse the CDC's classification of the grievance as an inquiry, reclassify the grievance as a complaint, and return the matter to the CDC for investigation, just cause determination, and further proceedings in accordance with the TRDP;

(3) affirm the CDC's classification of the grievance as a complaint and return the matter to the CDC to proceed with investigation, just cause determination, and further proceedings in accordance with the TRDP; or

(4) reverse the CDC's classification of the grievance as a complaint, reclassify the grievance as an inquiry, and dismiss the grievance.

(b) When BODA reverses the CDC's inquiry classification and reclassifies a grievance as a complaint, BODA must reference any provisions of the TDRPC under which BODA concludes professional misconduct is alleged. When BODA affirms the CDC's complaint classification, BODA may reference any provisions of the TDRPC under which BODA concludes professional misconduct is alleged. The scope of investigation will be determined by the CDC in accordance with TRDP 2.12.

(c) BODA's decision in a classification appeal is final and conclusive, and such decision is not subject to appeal or reconsideration.

(d) A classification appeal decision under (a)(1) or (4), which results in dismissal, has no bearing on whether the Complainant may amend the grievance and resubmit it to the CDC under TRDP 2.10.

### **IV. APPEALS FROM EVIDENTIARY PANEL HEARINGS**

#### **Rule 4.01. Perfecting Appeal**

(a) **Appellate Timetable.** The date that the evidentiary

judgment is signed starts the appellate timetable under this section. To make TRDP 2.21 [2.20] consistent with this requirement, the date that the judgment is signed is the “date of notice” under Rule [TRDP] 2.21 [2.20].

**(b) Notification of the Evidentiary Judgment.** The clerk of the evidentiary panel must notify the parties of the judgment as set out in TRDP 2.21 [2.20].

(1) The evidentiary panel clerk must notify the Commission and the Respondent in writing of the judgment. The notice must contain a clear statement that any appeal of the judgment must be filed with BODA within 30 days of the date that the judgment was signed. The notice must include a copy of the judgment rendered.

(2) The evidentiary panel clerk must notify the Complainant that a judgment has been rendered and provide a copy of the judgment, unless the evidentiary panel dismissed the case or imposed a private reprimand. In the case of a dismissal or private reprimand, the evidentiary panel clerk must notify the Complainant of the decision and that the contents of the judgment are confidential. Under TRDP 2.16, no additional information regarding the contents of a judgment of dismissal or private reprimand may be disclosed to the Complainant.

**(c) Filing Notice of Appeal.** An appeal is perfected when a written notice of appeal is filed with BODA. If a notice of appeal and any other accompanying documents are mistakenly filed with the evidentiary panel clerk, the notice is deemed to have been filed the same day with BODA, and the evidentiary panel clerk must immediately send the BODA Clerk a copy of the notice and any accompanying documents.

**(d) Time to File.** In accordance with TRDP 2.24 [2.23], the notice of appeal must be filed within 30 days after the date the judgment is signed. In the event a motion for new trial or motion to modify the judgment is timely filed with the evidentiary panel, the notice of appeal must be filed with BODA within 90 days from the date the judgment is signed.

**(e) Extension of Time.** A motion for an extension of time to file the notice of appeal must be filed no later than 15 days after the last day allowed for filing the notice of appeal. The motion must comply with Rule 1.09.

#### **Rule 4.02. Record on Appeal**

**(a) Contents.** The record on appeal consists of the evidentiary panel clerk’s record and, where necessary to the appeal, a reporter’s record of the evidentiary panel hearing.

**(b) Stipulation as to Record.** The parties may designate parts of the clerk’s record and the reporter’s record to be included in the record on appeal by written stipulation filed with the clerk of the evidentiary panel.

#### **(c) Responsibility for Filing Record.**

##### **(1) Clerk’s Record.**

(i) After receiving notice that an appeal has been filed, the clerk of the evidentiary panel is responsible for preparing, certifying, and timely filing the clerk’s record.

(ii) Unless the parties stipulate otherwise, the clerk’s record on appeal must contain the items listed in TRAP 34.5(a) and any other paper on file with the evidentiary panel, including the election letter, all pleadings on which the hearing was held, the docket sheet, the evidentiary panel’s charge, any findings of fact and conclusions of law, all other pleadings, the judgment or other orders appealed from, the notice of decision sent to each party, any postsubmission pleadings and briefs, and the notice of appeal.

(iii) If the clerk of the evidentiary panel is unable for any reason to prepare and transmit the clerk’s record by the due date, he or she must promptly notify BODA and the parties, explain why the clerk’s record cannot be timely filed, and give the date by which he or she expects the clerk’s record to be filed.

##### **(2) Reporter’s Record.**

(i) The court reporter for the evidentiary panel is responsible for timely filing the reporter’s record if:

- a) a notice of appeal has been filed;
- b) a party has requested that all or part of the reporter’s record be prepared; and
- c) the party requesting all or part of the reporter’s record has paid the reporter’s fee or has made satisfactory arrangements with the reporter.

(ii) If the court reporter is unable for any reason to prepare and transmit the reporter’s record by the due date, he or she must promptly notify BODA and the parties, explain the reasons why the reporter’s record cannot be timely filed, and give the date by which he or she expects the reporter’s record to be filed.

#### **(d) Preparation of Clerk’s Record.**

(1) To prepare the clerk’s record, the evidentiary panel clerk must:

- (i) gather the documents designated by the parties’ written stipulation or, if no stipulation was filed, the documents required under (c)(1)(ii);
- (ii) start each document on a new page;
- (iii) include the date of filing on each document;
- (iv) arrange the documents in chronological order, either by the date of filing or the date of occurrence;
- (v) number the pages of the clerk’s record in the manner required by (d)(2);

(vi) prepare and include, after the front cover of the clerk's record, a detailed table of contents that complies with (d)(3); and

(vii) certify the clerk's record.

(2) The clerk must start the page numbering on the front cover of the first volume of the clerk's record and continue to number all pages consecutively—including the front and back covers, tables of contents, certification page, and separator pages, if any—until the final page of the clerk's record, without regard for the number of volumes in the clerk's record, and place each page number at the bottom of each page.

(3) The table of contents must:

(i) identify each document in the entire record (including sealed documents); the date each document was filed; and, except for sealed documents, the page on which each document begins;

(ii) be double-spaced;

(iii) conform to the order in which documents appear in the clerk's record, rather than in alphabetical order;

(iv) contain bookmarks linking each description in the table of contents (except for descriptions of sealed documents) to the page on which the document begins; and

(v) if the record consists of multiple volumes, indicate the page on which each volume begins.

(e) **Electronic Filing of the Clerk's Record.** The evidentiary panel clerk must file the record electronically. When filing a clerk's record in electronic form, the evidentiary panel clerk must:

(1) file each computer file in text-searchable Portable Document Format (PDF);

(2) create electronic bookmarks to mark the first page of each document in the clerk's record;

(3) limit the size of each computer file to 100 MB or less, if possible; and

(4) directly convert, rather than scan, the record to PDF, if possible.

(f) **Preparation of the Reporter's Record.**

(1) The appellant, at or before the time prescribed for perfecting the appeal, must make a written request for the reporter's record to the court reporter for the evidentiary panel. The request must designate the portion of the evidence and other proceedings to be included. A copy of the request must be filed with the evidentiary panel and BODA and must be served on the appellee. The reporter's record must be certified by the court reporter for the evidentiary panel.

(2) The court reporter or recorder must prepare and file the reporter's record in accordance with TRAP 34.6 and

35 and the Uniform Format Manual for Texas Reporters' Records.

(3) The court reporter or recorder must file the reporter's record in an electronic format by emailing the document to the email address designated by BODA for that purpose.

(4) The court reporter or recorder must include either a scanned image of any required signature or "/s/" and name typed in the space where the signature would otherwise

(6<sup>1</sup>) In exhibit volumes, the court reporter or recorder must create bookmarks to mark the first page of each exhibit document.

(g) **Other Requests.** At any time before the clerk's record is prepared, or within ten days after service of a copy of appellant's request for the reporter's record, any party may file a written designation requesting that additional exhibits and portions of testimony be included in the record. The request must be filed with the evidentiary panel and BODA and must be served on the other party.

(h) **Inaccuracies or Defects.** If the clerk's record is found to be defective or inaccurate, the BODA Clerk must inform the clerk of the evidentiary panel of the defect or inaccuracy and instruct the clerk to make the correction. Any inaccuracies in the reporter's record may be corrected by agreement of the parties without the court reporter's recertification. Any dispute regarding the reporter's record that the parties are unable to resolve by agreement must be resolved by the evidentiary panel.

(i) **Appeal from Private Reprimand.** Under TRDP 2.16, in an appeal from a judgment of private reprimand, BODA must mark the record as confidential, remove the attorney's name from the case style, and take any other steps necessary to preserve the confidentiality of the private reprimand.

<sup>1</sup> So in original.

#### **Rule 4.03. Time to File Record**

(a) **Timetable.** The clerk's record and reporter's record must be filed within 60 days after the date the judgment is signed. If a motion for new trial or motion to modify the judgment is filed with the evidentiary panel, the clerk's record and the reporter's record must be filed within 120 days from the date the original judgment is signed, unless a modified judgment is signed, in which case the clerk's record and the reporter's record must be filed within 60 days of the signing of the modified judgment. Failure to file either the clerk's record or the reporter's record on time does not affect BODA's jurisdiction, but may result in BODA's exercising its discretion to dismiss the appeal, affirm the judgment appealed from, disregard materials filed late, or apply presumptions against the appellant.

(b) **If No Record Filed.**

(1) If the clerk's record or reporter's record has not been

timely filed, the BODA Clerk must send notice to the party responsible for filing it, stating that the record is late and requesting that the record be filed within 30 days. The BODA Clerk must send a copy of this notice to all the parties and the clerk of the evidentiary panel.

(2) If no reporter's record is filed due to appellant's fault, and if the clerk's record has been filed, BODA may, after first giving the appellant notice and a reasonable opportunity to cure, consider and decide those issues or points that do not require a reporter's record for a decision. BODA may do this if no reporter's record has been filed because:

- (i) the appellant failed to request a reporter's record; or
- (ii) the appellant failed to pay or make arrangements to pay the reporter's fee to prepare the reporter's record, and the appellant is not entitled to proceed without payment of costs.

**(c) Extension of Time to File the Reporter's Record.**

When an extension of time is requested for filing the reporter's record, the facts relied on to reasonably explain the need for an extension must be supported by an affidavit of the court reporter. The affidavit must include the court reporter's estimate of the earliest date when the reporter's record will be available for filing.

**(d) Supplemental Record.** If anything material to either party is omitted from the clerk's record or reporter's record, BODA may, on written motion of a party or on its own motion, direct a supplemental record to be certified and transmitted by the clerk for the evidentiary panel or the court reporter for the evidentiary panel.

**Rule 4.04. Copies of the Record**

The record may not be withdrawn from the custody of the BODA Clerk. Any party may obtain a copy of the record or any designated part thereof by making a written request to the BODA Clerk and paying any charges for reproduction in advance.

**Rule 4.05. Requisites of Briefs**

**(a) Appellant's Filing Date.** Appellant's brief must be filed within 30 days after the clerk's record or the reporter's record is filed, whichever is later.

**(b) Appellee's Filing Date.** Appellee's brief must be filed within 30 days after the appellant's brief is filed.

**(c) Contents.** Briefs must contain:

- (1) a complete list of the names and addresses of all parties to the final decision and their counsel;
- (2) a table of contents indicating the subject matter of each issue or point, or group of issues or points, with page references where the discussion of each point relied on may be found;
- (3) an index of authorities arranged alphabetically and

indicating the pages where the authorities are cited;

(4) a statement of the case containing a brief general statement of the nature of the cause or offense and the result;

(5) a statement, without argument, of the basis of BODA's jurisdiction;

(6) a statement of the issues presented for review or points of error on which the appeal is predicated;

(7) a statement of facts that is without argument, is supported by record references, and details the facts relating to the issues or points relied on in the appeal;

(8) the argument and authorities;

(9) conclusion and prayer for relief;

(10) a certificate of service; and

(11) an appendix of record excerpts pertinent to the issues presented for review.

**(d) Length of Briefs; Contents Included and Excluded.**

In calculating the length of a document, every word and every part of the document, including headings, footnotes, and quotations, must be counted except the following: caption, identity of the parties and counsel, statement regarding oral argument, table of contents, index of authorities, statement of the case, statement of issues presented, statement of the jurisdiction, signature, proof of service, certificate of compliance, and appendix. Briefs must not exceed 15,000 words if computer-generated, and 50 pages if not, except on leave of BODA. A reply brief must not exceed 7,500 words if computer-generated, and 25 pages if not, except on leave of BODA. A computer generated document must include a certificate by counsel or the unrepresented party stating the number of words in the document. The person who signs the certification may rely on the word count of the computer program used to prepare the document.

**(e) Amendment or Supplementation.** BODA has discretion to grant leave to amend or supplement briefs.

**(f) Failure of the Appellant to File a Brief.** If the appellant fails to timely file a brief, BODA may:

(1) dismiss the appeal for want of prosecution, unless the appellant reasonably explains the failure, and the appellee is not significantly injured by the appellant's failure to timely file a brief;

(2) decline to dismiss the appeal and make further orders within its discretion as it considers proper; or

(3) if an appellee's brief is filed, regard that brief as correctly presenting the case and affirm the evidentiary panel's judgment on that brief without examining the record.

**Rule 4.06. Oral Argument**

**(a) Request.** A party desiring oral argument must note the

request on the front cover of the party's brief. A party's failure to timely request oral argument waives the party's right to argue. A party who has requested argument may later withdraw the request. But even if a party has waived oral argument, BODA may direct the party to appear and argue. If oral argument is granted, the clerk will notify the parties of the time and place for submission.

(b) **Right to Oral Argument.** A party who has filed a brief and who has timely requested oral argument may argue the case to BODA unless BODA, after examining the briefs, decides that oral argument is unnecessary for any of the following reasons:

- (1) the appeal is frivolous;
- (2) the dispositive issue or issues have been authoritatively decided;
- (3) the facts and legal arguments are adequately presented in the briefs and record; or
- (4) the decisional process would not be significantly aided by oral argument.

(c) **Time Allowed.** Each party will have 20 minutes to argue. BODA may, on the request of a party or on its own, extend or shorten the time allowed for oral argument. The appellant may reserve a portion of his or her allotted time for rebuttal.

#### **Rule 4.07. Decision and Judgment**

(a) **Decision.** BODA may do any of the following:

- (1) affirm in whole or in part the decision of the evidentiary panel;
- (2) modify the panel's findings and affirm the findings as modified;
- (3) reverse in whole or in part the panel's findings and render the decision that the panel should have rendered; or
- (4) reverse the panel's findings and remand the cause for further proceedings to be conducted by:
  - (i) the panel that entered the findings; or
  - (ii) a statewide grievance committee panel appointed by BODA and composed of members selected from the state bar districts other than the district from which the appeal was taken.

(b) **Mandate.** In every appeal, the BODA Clerk must issue a mandate in accordance with BODA's judgment and send it to the evidentiary panel and to all the parties.

#### **Rule 4.08. Appointment of Statewide Grievance Committee**

If BODA remands a cause for further proceedings before a statewide grievance committee, the BODA Chair will appoint the statewide grievance committee in accordance with TRDP 2.27 [2.26]. The committee must consist of six members: four attorney members and two public members

randomly selected from the current pool of grievance committee members. Two alternates, consisting of one attorney and one public member, must also be selected. BODA will appoint the initial chair who will serve until the members of the statewide grievance committee elect a chair of the committee at the first meeting. The BODA Clerk will notify the Respondent and the CDC that a committee has been appointed.

#### **Rule 4.09. Involuntary Dismissal**

Under the following circumstances and on any party's motion or on its own initiative after giving at least ten days' notice to all parties, BODA may dismiss the appeal or affirm the appealed judgment or order. Dismissal or affirmance may occur if the appeal is subject to dismissal:

- (a) for want of jurisdiction;
- (b) for want of prosecution; or
- (c) because the appellant has failed to comply with a requirement of these rules, a court order, or a notice from the clerk requiring a response or other action within a specified time.

### **V. PETITIONS TO REVOKE PROBATION**

#### **Rule 5.01. Initiation and Service**

(a) Before filing a motion to revoke the probation of an attorney who has been sanctioned, the CDC must contact the BODA Clerk to confirm whether the next regularly available hearing date will comply with the 30-day requirement of TRDP. The Chair may designate a three-member panel to hear the motion, if necessary, to meet the 30-day requirement of TRDP 2.23 [2.22].

(b) Upon filing the motion, the CDC must serve the Respondent with the motion and any supporting documents in accordance with TRDP 2.23 [2.22], the TRCP, and these rules. The CDC must notify BODA of the date that service is obtained on the Respondent.

#### **Rule 5.02. Hearing**

Within 30 days of service of the motion on the Respondent, BODA must docket and set the matter for a hearing and notify the parties of the time and place of the hearing. On a showing of good cause by a party or on its own motion, BODA may continue the case to a future hearing date as circumstances require.

### **VI. COMPULSORY DISCIPLINE**

#### **Rule 6.01. Initiation of Proceeding**

Under TRDP 8.03, the CDC must file a petition for compulsory discipline with BODA and serve the Respondent in accordance with the TRDP and Rule 1.06 of these rules.

#### **Rule 6.02. Interlocutory Suspension**

(a) **Interlocutory Suspension.** In any compulsory proceeding under TRDP Part VIII in which BODA

determines that the Respondent has been convicted of an Intentional Crime and that the criminal conviction is on direct appeal, BODA must suspend the Respondent's license to practice law by interlocutory order. In any compulsory case in which BODA has imposed an interlocutory order of suspension, BODA retains jurisdiction to render final judgment after the direct appeal of the criminal conviction is final. For purposes of rendering final judgment in a compulsory discipline case, the direct appeal of the criminal conviction is final when the appellate court issues its mandate.

(b) **Criminal Conviction Affirmed.** If the criminal conviction made the basis of a compulsory interlocutory suspension is affirmed and becomes final, the CDC must file a motion for final judgment that complies with TRDP 8.05.

(1) If the criminal sentence is fully probated or is an order of deferred adjudication, the motion for final judgment must contain notice of a hearing date. The motion will be set on BODA's next available hearing date.

(2) If the criminal sentence is not fully probated:

(i) BODA may proceed to decide the motion without a hearing if the attorney does not file a verified denial within ten days of service of the motion; or

(ii) BODA may set the motion for a hearing on the next available hearing date if the attorney timely files a verified denial.

(c) **Criminal Conviction Reversed.** If an appellate court issues a mandate reversing the criminal conviction while a Respondent is subject to an interlocutory suspension, the Respondent may file a motion to terminate the interlocutory suspension. The motion to terminate the interlocutory suspension must have certified copies of the decision and mandate of the reversing court attached. If the CDC does not file an opposition to the termination within ten days of being served with the motion, BODA may proceed to decide the motion without a hearing or set the matter for a hearing on its own motion. If the CDC timely opposes the motion, BODA must set the motion for a hearing on its next available hearing date. An order terminating an interlocutory order of suspension does not automatically reinstate a Respondent's license.

## VII. RECIPROCAL DISCIPLINE

### Rule 7.01. Initiation of Proceeding

To initiate an action for reciprocal discipline under TRDP Part IX, the CDC must file a petition with BODA and request an Order to Show Cause. The petition must request that the Respondent be disciplined in Texas and have attached to it any information concerning the disciplinary matter from the other jurisdiction, including a certified copy of the order or judgment rendered against the Respondent.

### Rule 7.02. Order to Show Cause

When a petition is filed, the Chair immediately issues a show cause order and a hearing notice and forwards them to the CDC, who must serve the order and notice on the Respondent. The CDC must notify BODA of the date that service is obtained.

### Rule 7.03. Attorney's Response

If the Respondent does not file an answer within 30 days of being served with the order and notice but thereafter appears at the hearing, BODA may, at the discretion of the Chair, receive testimony from the Respondent relating to the merits of the petition.

## VIII. DISTRICT DISABILITY COMMITTEE HEARINGS

### Rule 8.01. Appointment of District Disability Committee

(a) If the evidentiary panel of the grievance committee finds under TRDP 2.17(P)(2), or the CDC reasonably believes under TRDP 2.14(C), that a Respondent is suffering from a disability, the rules in this section will apply to the de novo proceeding before the District Disability Committee held under TRDP Part XII.

(b) Upon receiving an evidentiary panel's finding or the CDC's referral that an attorney is believed to be suffering from a disability, the BODA Chair must appoint a District Disability Committee in compliance with TRDP 12.02 and designate a chair. BODA will reimburse District Disability Committee members for reasonable expenses directly related to service on the District Disability Committee. The BODA Clerk must notify the CDC and the Respondent that a committee has been appointed and notify the Respondent where to locate the procedural rules governing disability proceedings.

(c) A Respondent who has been notified that a disability referral will be or has been made to BODA may, at any time, waive in writing the appointment of the District Disability Committee or the hearing before the District Disability Committee and enter into an agreed judgment of indefinite disability suspension, provided that the Respondent is competent to waive the hearing. If the Respondent is not represented, the waiver must include a statement affirming that the Respondent has been advised of the right to appointed counsel and waives that right as well.

(d) All pleadings, motions, briefs, or other matters to be filed with the District Disability Committee must be filed with the BODA Clerk.

(e) Should any member of the District Disability Committee become unable to serve, the BODA Chair must appoint a substitute member.

### Rule 8.02. Petition and Answer

(a) **Petition.** Upon being notified that the District Disability Committee has been appointed by BODA, the

CDC must, within 20 days, file with the BODA Clerk and serve on the Respondent a copy of a petition for indefinite disability suspension. Service must comply with Rule 1.06.

(b) **Answer.** The Respondent must, within 30 days after service of the petition for indefinite disability suspension, file an answer with the BODA Clerk and serve a copy of the answer on the CDC.

(c) **Hearing Setting.** The BODA Clerk must set the final hearing as instructed by the chair of the District Disability Committee and send notice of the hearing to the parties.

#### **Rule 8.03. Discovery**

(a) **Limited Discovery.** The District Disability Committee may permit limited discovery. The party seeking discovery must file with the BODA Clerk a written request that makes a clear showing of good cause and substantial need and a proposed order. If the District Disability Committee authorizes discovery in a case, it must issue a written order. The order may impose limitations or deadlines on the discovery.

(b) **Physical or Mental Examinations.** On written motion by the Commission or on its own motion, the District Disability Committee may order the Respondent to submit to a physical or mental examination by a qualified healthcare or mental healthcare professional. Nothing in this rule limits the Respondent's right to an examination by a professional of his or her choice in addition to any exam ordered by the District Disability Committee.

(1) **Motion.** The Respondent must be given reasonable notice of the examination by written order specifying the name, address, and telephone number of the person conducting the examination.

(2) **Report.** The examining professional must file with the BODA Clerk a detailed, written report that includes the results of all tests performed and the professional's findings, diagnoses, and conclusions. The professional must send a copy of the report to the CDC and the Respondent.

(c) **Objections.** A party must make any objection to a request for discovery within 15 days of receiving the motion by filing a written objection with the BODA Clerk. BODA may decide any objection or contest to a discovery motion.

#### **Rule 8.04. Ability to Compel Attendance**

The Respondent and the CDC may confront and cross-examine witnesses at the hearing. Compulsory process to compel the attendance of witnesses by subpoena, enforceable by an order of a district court of proper jurisdiction, is available to the Respondent and the CDC as provided in TRCP 176.

#### **Rule 8.05. Respondent's Right to Counsel**

(a) The notice to the Respondent that a District Disability Committee has been appointed and the petition for

indefinite disability suspension must state that the Respondent may request appointment of counsel by BODA to represent him or her at the disability hearing. BODA will reimburse appointed counsel for reasonable expenses directly related to representation of the Respondent.

(b) To receive appointed counsel under TRDP 12.02, the Respondent must file a written request with the BODA Clerk within 30 days of the date that Respondent is served with the petition for indefinite disability suspension. A late request must demonstrate good cause for the Respondent's failure to file a timely request.

#### **Rule 8.06. Hearing**

The party seeking to establish the disability must prove by a preponderance of the evidence that the Respondent is suffering from a disability as defined in the TRDP. The chair of the District Disability Committee must admit all relevant evidence that is necessary for a fair and complete hearing. The TRE are advisory but not binding on the chair.

#### **Rule 8.07. Notice of Decision**

The District Disability Committee must certify its finding regarding disability to BODA, which will issue the final judgment in the matter.

#### **Rule 8.08. Confidentiality**

All proceedings before the District Disability Committee and BODA, if necessary, are closed to the public. All matters before the District Disability Committee are confidential and are not subject to disclosure or discovery, except as allowed by the TRDP or as may be required in the event of an appeal to the Supreme Court of Texas.

### **IX. DISABILITY REINSTATEMENTS**

#### **Rule 9.01. Petition for Reinstatement**

(a) An attorney under an indefinite disability suspension may, at any time after he or she has been suspended, file a verified petition with BODA to have the suspension terminated and to be reinstated to the practice of law. The petitioner must serve a copy of the petition on the CDC in the manner required by TRDP 12.06. The TRCP apply to a reinstatement proceeding unless they conflict with these rules.

(b) The petition must include the information required by TRDP 12.06. If the judgment of disability suspension contained terms or conditions relating to misconduct by the petitioner prior to the suspension, the petition must affirmatively demonstrate that those terms have been complied with or explain why they have not been satisfied. The petitioner has a duty to amend and keep current all information in the petition until the final hearing on the merits. Failure to do so may result in dismissal without notice.

(c) Disability reinstatement proceedings before BODA are not confidential; however, BODA may make all or any part of the record of the proceeding confidential.

### **Rule 9.02. Discovery**

The discovery period is 60 days from the date that the petition for reinstatement is filed. The BODA Clerk will set the petition for a hearing on the first date available after the close of the discovery period and must notify the parties of the time and place of the hearing. BODA may continue the hearing for good cause shown.

### **Rule 9.03. Physical or Mental Examinations**

(a) On written motion by the Commission or on its own, BODA may order the petitioner seeking reinstatement to submit to a physical or mental examination by a qualified healthcare or mental healthcare professional. The petitioner must be served with a copy of the motion and given at least seven days to respond. BODA may hold a hearing before ruling on the motion but is not required to do so.

(b) The petitioner must be given reasonable notice of the examination by written order specifying the name, address, and telephone number of the person conducting the examination.

(c) The examining professional must file a detailed, written report that includes the results of all tests performed and the professional's findings, diagnoses, and conclusions. The professional must send a copy of the report to the parties.

(d) If the petitioner fails to submit to an examination as ordered, BODA may dismiss the petition without notice.

(e) Nothing in this rule limits the petitioner's right to an examination by a professional of his or her choice in addition to any exam ordered by BODA.

### **Rule 9.04. Judgment**

If, after hearing all the evidence, BODA determines that the petitioner is not eligible for reinstatement, BODA may, in its discretion, either enter an order denying the petition or direct that the petition be held in abeyance for a reasonable period of time until the petitioner provides additional proof as directed by BODA. The judgment may include other orders necessary to protect the public and the petitioner's potential clients.

## **X. APPEALS FROM BODA TO THE SUPREME COURT OF TEXAS**

### **Rule 10.01. Appeals to the Supreme Court**

(a) A final decision by BODA, except a determination that a statement constitutes an inquiry or a complaint under TRDP 2.10, may be appealed to the Supreme Court of Texas. The clerk of the Supreme Court of Texas must docket an appeal from a decision by BODA in the same manner as a petition for review without fee.

(b) The appealing party must file the notice of appeal directly with the clerk of the Supreme Court of Texas within 14 days of receiving notice of a final determination by BODA. The record must be filed within 60 days after

BODA's determination. The appealing party's brief is due 30 days after the record is filed, and the responding party's brief is due 30 days thereafter. The BODA Clerk must send the parties a notice of BODA's final decision that includes the information in this paragraph.

(c) An appeal to the Supreme Court is governed by TRDP 7.11 and the TRAP.