



Dec 18, 2017

Board of Disciplinary Appeals

No. 05-16-00390-CV

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

LLOYD EUGENE WARD

Appellant's

v.

COMMISSION FOR LAWYERS DISCIPLINE

Appellee

*On Appeal from the Evidentiary Panel
for the State Bar of Texas District 6-2
No. 201401402*

APPELLANT'S LLOYD E. WARD'S BRIEF

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Statement of the Case

On March 31, 2014, Ivan Haylock filed a Grievance against Lloyd Ward. On September 11, 2014, the State Bar of Texas chose to proceed with this action, and Filed its Evidentiary Petition and Request for Disclosure, alleging of violations of Disciplinary Rules of Professional Conduct, Rules 1.01(b)(1), and 1.02(a)(2). On May 14, 2015, The State Bar of Texas filed its First Amended Evidentiary Complaint, alleging violations of Disciplinary Rules of Professional Conduct, Rules 1.01(b)(1), 1.03(b), 1.14(b), 1.15(d), and 8.04(a)(3). On August 17, 2017, the State Bar of Texas presented its case to the Evidentiary Panel, which held that Lloyd Ward had violated Texas Disciplinary Rule 8.04(a)(3), and issued a Judgment of Public Reprimand. On September 1, 2017, Lloyd Ward filed his notice of appeal of the Judgment of Public Reprimand.

Statement of Jurisdiction

This case requires Board of Disciplinary Appeals (“BODA”) to review both legal issues interpreting the substantive rules of professional conduct and the evidentiary panel’s fact findings of misconduct. BODA reviews the legal conclusions of the evidentiary panel de novo. *In re Humphreys*, 880 S.W.2d 402, 404 (Tex. 1994).; *Comm’n for Lawyer Discipline v. A Texas Attorney*. The BODA reviews the evidence supporting the findings of fact leading to the conclusion that an attorney committed professional misconduct under a substantial evidence standard. *Tex. Gov’t Code Ann.* § 81.072(b)(7) (West Supp. 2014); *Tex. Rules Disciplinary P. R.* 2.24; *Wilson v. Comm’n for Lawyer Discipline*, 2011 WL 683809 *2 (Tex. Bd. Disp. App. 46432, January 30, 2011; *aff’d* March 3, 2012).

Statement of the Issues

Issue Number One

The Evidentiary Panel's denial of the Motion to Limit was improper and the alleged violations of the Disciplinary Rules of Professional Conduct should have been limited to those disclosed in the Disclosure Responses, pursuant to Texas Rules of Disciplinary Procedure, Rule 2.17 (D), for which no violation was found.

Issue Number Two

The Evidentiary Panel's finding of a violation of Texas Rules of Disciplinary Procedure, Rule 8.04(a)(3), is not supported by the Evidence and should be reversed and the Judgment of Public Reprimand set aside.

Statement of the Facts

Appellee's Petition allegations of violations

The Amended Petition of Appellee alleges as a cause of action that Ward (1) failed to communicate the Citi Bank credit card settlement to Mr Haylock, (2) Failed to communicate that the Citi Bank Settlement would leave insufficient funds to settle the Chase Bank credit card, (3) failed to refund settlement fees charged to Mr Haylock and (4) failure to refund monies to Mr Haylock left in his own personal bank account¹.

As will be set forth from the record below, Mr Haylock admitted he knew and explicitly

¹ Plaintiff Petition at Clerks Record Page 86;
"In January 2012, Respondent settled Haylock's debt with Citibank for \$15,500. Respondent failed to adequately communicate with Haylock about the settlement. This included his failure to explain to Haylock that by virtue of the \$15,500 settlement, there would be insufficient funds remaining to negotiate the debt that Haylock owed to Chase Bank.

In or around March 2012, Respondent severed ties with Debt Answer and exclusively took over Haylock's account. Respondent subsequently failed to make efforts to negotiate with Chase Bank on Haylock's behalf. Chase Bank ultimately wrote off Haylock's debt. Only \$400 was subsequently refunded to Haylock. Respondent failed to ensure that the money that Haylock paid monthly in service fees so that his debt with Chase Bank could be negotiated was not refunded. And, he failed, to refund any surplus money left in Haylock's escrow account to him in light of the write off by Chase Bank."

approved the settlement with Citi Bank, he executed a stipulation of settlement agreement, and returned it to Citi Bank. Mr Haylock had contracted with The Debt Answer (“TDA”) to settle his credit card debts, and the contract he executed stated the amount of funds which would be escrowed and all fees which would be charged. Mr Haylock testified that he was aware that there would be insufficient funds to settle his Chase Bank credit card, and that it was solely the fault of TDA for not calculating the amount needed to settle both of this credit cards.

Mr Haylock further admitted that the only contract for debt settlement he entered into was with TDA, and he only entered into an authorization to allow Lloyd Ward & Associates (“LWA”) to contact creditors and obtain information and negotiate settlement on his behalf. LWA’s fees were paid by TDA. The sole reason LWA did not settle the Chase Bank credit card account was due to the fact there were insufficient funds left in Mr Haylock’s account (due to the miscalculation of TDA). As Mr Haylock testified, under the debt settlement contract with TDA, TDA collected all monies, was paid a fee, and was responsible for the return of any funds, and in fact Mr Haylock sought the return of such funds under the TDA contract. All of the surplus funds in Mr Haylocks account, less fees paid to TDA, were refunded to Mr Haylock. The escrow account was solely under Mr Haylock’s control and no one, including LWA, could transfer any monies into, or out of, the account except for Mr Haylock.

Procedural Background

On March 31, 2014, Ivan Haylock filed a Grievance against Appellant Lloyd Ward²,

² *State Bar of Texas letter with Grievance Attached*; Reporters Record at pages 142, 462, and 827.

which Appellant responded to on April 29, 2014³. On September 11, 2014, the Appellee, Commission for Lawyers Discipline, chose to proceed with this action, and Filed its Petition⁴. On October 6, 2014, the Appellant filed his Response⁵. On November 5, 2014, Appellee filed its Response to Disclosure⁶.

On May 14, 2015, Appellee filed its Amended Petition⁷, On April 3, 2015, Appellee filed its Supplementary Response to Disclosure⁸, and on April 9, 2015, Appellee filed its Second Supplement to Disclosure⁹. The only violations asserted against Appellant in the September 11, 2014, Petition was for violations of Disciplinary Rules of Professional Conduct, Rules 1.01(b)(1), and 1.02(a)(2). The May 14, 2015, Amended Petition, alleged violations of the Disciplinary Rules of Professional Conduct, Rules 1.01(b)(1), 1.03(b), 1.14(b), 1.15(d), and 8.04(a)(3).

Appellee's Responses to No. 2, the basis of the complaint and rules violated were, (1) that only violations of Rules 1.01(b)(1), and 1.02(a)(2) occurred, and (2) that Appellant failed to negotiate the Chase Bank credit card debt, and settled the Citi Bank credit card debt for an

³ *Motion to Compel Responses to Discovery*, Page 131, at Page 132

⁴ *Evidentiary Petition and Request for Disclosure*; Reporters Record at page 85.

⁵ *Response to Evidentiary Petition, and Request for Disclosure*; Reporters Record at page 107.

⁶ *Petitioners Response to Respondents Request for Disclosure*; Reporters Record at page 425; and 794.

⁷ *First Amended Evidentiary Petition*

⁸ *Petitioners Supplementary Response to Respondents Request for Disclosure*

⁹ *Second Supplemental Response to Respondents Request for Disclosure*

amount greater than the amount authorized.¹⁰

On July 10, 2015, Appellant filed his Motion to Dismiss¹¹. On October 2, 2015, Appellee filed its Response to the Motion to Dismiss¹². Appellee's position in the Response to Motion to Dismiss, was that the Evidentiary Panel lacked the authority to consider the Motion to Dismiss, as it was not authorized to consider any motion not provided for under the Texas Rules of Disciplinary Procedure. In the Response the Appellee's position was that Texas Rules of Civil Procedure did not apply to evidentiary proceedings.¹³ Appellant's Motion to Dismiss, was denied without explanation. Based upon the prior citations regarding the Evidentiary Panel's lack of authority to consider motions not specifically found under the Texas Rules of Disciplinary Procedure, Appellant did not file any Motion in Limine.

¹⁰ Appellee's Response, Supplemental Response and Second Supplemental Responses to Disclosure, under No. 2, In general, the factual bases of Petitioners Claims:

RESPONSE: Petitioner contends that Respondent has failed to comply with all the terms and conditions of Rules 1.01(b)(1) and 1.02(a)(2) of the Texas Disciplinary Rules of Professional Conduct by:

Neglecting the legal matter that Ivan L. Haylock, Jr. (Haylock) entrusted to Respondent, specifically by failing to negotiate Haylock's debt with Chase Bank. (Rule 1.01(b)(1) of the Texas Disciplinary Rules of Professional Conduct)

Failing to abide by Haylock's decision whether to accept an offer of settlement of Haylock's matter, specifically by settling Haylock's debt with Citibank for an amount that was greater than the amount authorized.

¹¹ *Motion to Dismiss Amended Complaint on the Merits*

¹² *Petitioners Response to Respondents Motion to Dismiss Amended Complaint on the Merits*

¹³ beginning at page 1, Section I, and concluding on Page 3, "However, the Texas Rules of Civil Procedure are not expressly made applicable to evidentiary proceedings. Without an express provision empowering an evidentiary panel to determine complaints of professional misconduct by dispositive motions, these evidentiary panels are without authority to consider Respondent's Motion to Dismiss Amended Complaint on the Merits. Petitioner therefore asks that Respondent's motion be denied."

On August 3, 2017, some 3 ½ years after the initial complaint was filed against Appellant by Haylock, and almost 3 years after the date of the filing of the Petition in this action, the Evidentiary Hearing occurred. As Appellee had argued that the Texas Rules of Civil Procedure was not applicable, and a Motion in Limine was not authorized to consider any motion not provided for under the Texas Rules of Disciplinary Procedure, Appellant filed no such Motion in Limine for the Evidentiary Hearing.

At the Evidentiary Hearing Appellant moved to limit the violations which Appellee could be prosecuted for, the Panel considered and denied the motion that Appellee be limited to the allegations of violations of Disciplinary Rules of Professional Conduct, Rules 1.01(b)(1), and 1.02(a)(2), and allowed Appellee to proceed on claims under Disciplinary Rules of Professional Conduct, Rules 1.01(b)(1), 1.03(b), 1.14(b), 1.15(d), and 8.04(a)(3).

Testimony Regarding Motion to Limit Professional Conduct violations:

Ms Holt, the attorney for Appellee, acknowledged that Appellant had a pre-trial matter to be heard (Appellant's Motion in Limine in effect), See the Evidentiary Hearing Transcripts¹⁴, Appellant moved to limit the alleged violation of the Disciplinary Rules of Professional Conduct, to those disclosed in the Disclosure Responses. Appellant further read, verbatim, from the Disclosure Responses¹⁵.

Ms. Holt then acknowledged that she had failed to supplement the Disclosure responses, stating "*I do admit that the—as Mr. Ward has indicated, our supplemental—second supplemental*

¹⁴ Page 7, line 15, continuing to Page 8, lines 1-2; Page 8, line 3, and continuing to Page 9, line 1-7.

¹⁵ Page 8, Lines 11-24

*responses to his request for disclosure does only include two rule violations, and I did not supplement it again when I amended our petition to add in the additional violations...That is something I should have done...I admit to the panel, and I apologize for not having supplemented...*¹⁶” but going on to take the position that the petition gave Appellant adequate notice of the claims against him stating “*So in light of the fact that he has been made sufficiently aware of what the contentions are that we’re making by virtue of our amended petition, I would ask the panel to deny his request that those allegations that are not listed in the responses to requests for disclosure to basically deny his request to strike those.*”¹⁷

The Panel Chairman, after stating he was “disturbed,” as Appellee had failed to inform him of any pretrial motions which he did not “*want some dilatory motion at this point in the morning...*”¹⁸ The Panel Chairman went on to find that “*If I recall correctly, supplemental pleadings do not initiate the previous filing of an amended petition. Supplemental merely adds to as opposed to supplement the original pleadings. So with that understanding, I’m going to deny your motion.*”¹⁹ The rule requires the Panel Chairman to find good cause for the failure to timely make, amend, or supplement the disclosure, response, and further find that such failure will not unfairly surprise or unfairly prejudice the other party, which the Panel Chairman did not do. The Evidentiary Panel, and State Bar, seeks to hold Appellant to a strict standard of compliance, but does not even attempt to comply with the rules themselves.

¹⁶ Page 9, lines 8-16, and Page 10, lines 1-2

¹⁷ Page 10, lines 8-13

¹⁸ Page 10, lines 14-19

¹⁹Page 10, lines 21-15, and Page 11, line 1.

Testimony of Ivan Haylock

Mr. Haylock entered a debt settlement program in 2009 with The Debt Answer, and executed the appropriate debt settlement documents²⁰. Mr. Haylock admitted that his agreement was with The Debt Answer ("TDA") and that all fees were being paid to TDA²¹. He also admitted that the law firm of Simon and Bocksch ("SB") was the law firm which would negotiate the debt²². Further Mr Haylock admitted all funds were paid to TDA²³, and that any failure to

²⁰ Mr Haylock executed the following documents, attached as Exhibit P1 and P2:

Noteworld Servicing Agreement:

Which was executed on August 27, 2009, on page 2, under Customer Account Services Information, shows that the account was under The Debt Answer as the Debt Settlement Company, with The Debt Answer's Company Account ID Number

Savings and Debt Negotiation Service Agreement:

Which was executed on August 27, 2009, under Section 2, Scope of Agreement, provides that The Debt Answer ("TDA") will assist in negotiating Clients Debts; Section 4, Guarantee of Services provides that TDA guarantees that it will during the clients plan period attempt to negotiate a settlement offer from each of the Clients Creditors, and that if TEA fails to provides a settlement offer from any Creditor within the timeline in which Client has completed the program, TDA will refund the Service fee chard and received from Client; Section 6 Responsibilities of Client provides Client will be responsible for saving sufficient funds that Client controls to fund debt settlements, and Client will be in control of all settlement funds and under no circumstances with TDA have custody or control of the funds Client as set aside to fund debt settlements. Under Section 12, Payment of Fees, it list the program as being a 36 month program

Under Exhibit A, the debts listed for Mr. Haylock were (1) Chase Bank with the amount owed \$18,000.00; and (2) Citi Bank with the amount owed at \$25,242.00.

Authorization to Communicate:

Which was executed on August 27, 2009, was with Law office of Simon & Bocksch, located in 1001 Brickell Bay Drive, Suite 1200, Miami Florida

Client Information Authorization:

Which was executed on August 27, 2009, was with Law office of Simon & Bocksch, located in 1001 Brickell Bay Drive, Suite 1200, Miami Florida

²¹ Page 26, lines 12-25; Page 28, lines 1-25, Page 80, line 18-25, Page 81, line 1-25.

²² Page 29, lines 2-10, and Page 64, line 6-25

²³ Page 65, line 1-4

negotiate allowed him to request funds back from TDA²⁴.

On or about December 17, 2010, Mr Haylock executed authorization to allow LWA to collect information and negotiate settlements on his behalf, he further admitted that the company which was authorized to actually represent him and approve all settlements, and was paid for such services was TDA under the debt settlement contract he had with TDA, further he paid LWA no fees for its services, such fees were paid by TDA.²⁵ Mr Haylock did not execute any other agreements with Lloyd Ward or his firm, at any time (and never executed any other debt settlement agreements except with TDA)²⁶. Mr Haylock became aware when he settled the Citi Bank credit card debt that the amount of monies which he escrowed with Noteworld was insufficient to pay his Chase Bank credit card debts listed on contract with TDA²⁷.

On January 13, 2012, the Citi Bank credit card debt was settled, the amount owed, principle plus accrued interest was \$30,783.13²⁸, and the settlement amount was \$15,500.00, or 50% of the amount of the indebtedness, which Mr Haylock signed and returned²⁹. Mr Haylock

²⁴ Page 66, line 1-25, Page 67, line 1

²⁵ *Authorization for Debt Negotiation*, Which provides Lloyd Ward Group ("LWG") to obtain information and negotiate debts, and is assignable or transferable. No other authorization is provided for.

²⁶ Page 34, lines 3-12, Page 78, line 3-21.

²⁷ Page 34, lines 17-22

²⁸ At Exhibit P6, a email from LWA was sent to Mr Haylock notifying him of the settlement of the Citi Bank credit card law suit, and Exhibit P7 is the facsimile cover sheet with the Stipulation of Settlement and Notice of Voluntary dismissal of the Citi Bank civil action against Mr. Haylock

²⁹ Page 43, line 15-25 and Page 44, line 1-15, Page 67, line 16-24

knew and approved the Citi Bank settlement³⁰.

Mr Haylock was aware that at the end of the 36 month time period provided for under the *Authorization for Debt Negotiation*, that there was not sufficient funds to settle the Chase Bank credit card³¹, under the agreements with TDA and Noteworld³². Mr Haylock felt that TDA had not calculated the amount of monies needed to settle both cards correctly, which meant at the end of the 36 months there was not enough monies to settle the Chase Bank credit card³³. When Mr Haylock contacted LWA regarding his account, he was referred to US Legal, who had taken over for TDA, and he was attempting to get a return of his funds under the *Authorization for Debt Negotiation*, Section 4, as no one negotiated the Chase Bank credit card (because there was not enough money to negotiate it)³⁴. Chase Bank had written off Mr Haylocks account on December 12, 2012, and had ceased collection efforts.

Mr Haylock had filed complaints against Chase Bank with the Delaware BBB, and Florida State Attorney; and the Florida Attorney General against LWA, prior to filing this grievance³⁵.

³⁰ Page 79, line 19-25

³¹ Page 50, line 7-18

³² Page 51, line 15-22

³³ Page 52, lines 1-13, Page 56, line 7-25

³⁴ Exhibit 15, the Notice from LWA to Chase Bank notifying them of representation of Mr. Haylock on 8/11/2011, and Chase Bank's response to Mr Haylocks complaint to the BBB and Florida Attorney General on 4/8/2008 and 9/24/2013. The Chase letter of 9/24/2013, further notified Mr Haylock that his debt had been written off on 12/27/2012; see also see Page 56, line 22-25 and Page 58, line 1-12; Page 88, line 13-24

³⁵ Page 87, line 4-25

Mr Haylock's sole claim for grievance was that LWA had not negotiated and settled the Chase Bank credit card³⁶. However, Mr Haylock knew at the time the Citi Bank credit card was settled that he would not have enough funds to settle the Chase Bank credit card, and blames TDA for the lack of sufficient funds to negotiate the Chase Bank credit card³⁷.

Argument and Authorities

Issue Number One

The Evidentiary Panel's denial of the Motion to Limit was improper and the alleged violations of the Disciplinary Rules of Professional Conduct should have been limited to those disclosed in the Disclosure Responses, pursuant to Texas Rules of Disciplinary Procedure, Rule 2.17 (D), for which no violation was found.

Appellant moved to limit the alleged violation of the Disciplinary Rules of Professional Conduct, to those disclosed in the Disclosure Responses. Appellant further read, verbatim, from the Disclosure Responses. Appellee acknowledged that it had failed to supplement the Disclosure responses, stating *"That is something I should have done...I admit to the panel, and I apologize for not having supplemented."* but going on to take the position that the petition gave Appellant adequate notice of the claims against him. The Panel Chairman found that *"If I recall correctly, supplemental pleadings do not initiate the previous filing of an amended petition. Supplemental merely adds to as opposed to supplement the original pleadings. So with that understanding, I'm going to deny your motion."* The rule requires the Panel Chairman to find good cause for the failure to timely make, amend, or supplement the disclosure, response, and further find that such failure will not unfairly surprise or unfairly prejudice the

³⁶ Page 97, line 8-20.

³⁷Page 99, line 3-12, and Page 101, line 9-15

other party, which the Panel Chairman did not do. The Evidentiary Panel, and State Bar, seeks to hold Appellant to a strict standard of compliance, but does not even attempt to comply with the rules themselves.

Texas Rules of Disciplinary Procedure, Rule 2.17(D) Request for Disclosure, provides that a party who fails to make, amend, or supplement a disclosure in a timely manner may not introduce in evidence the material or information that was not timely disclosed, unless the panel finds that there was good cause for the failure to timely make, amend, or supplement the disclosure response; or the failure to timely make, amend, or supplement the discovery response will not unfairly surprise or unfairly prejudice the other party. The language in Rule 2.17(D) disclosure, is modeled after Texas Rules of Civil Procedure, Rule 194 (sections a, c, e, f, and I), and the penalty is almost identical to Texas Rules of Civil Procedure, Rule 193.6(a).

The Dallas Court of Appeals, in *Phan v Addison Spectrum L.P.*, 244 S.W.3d 892 (Tex.Civ.App.-Dallas [5th Dist.] 2008), stated that *TRCP* Rule 193.6 mandates the automatic exclusion of evidence that was not timely disclosed unless the party can show: (1) good cause for failing to timely disclose the information; or (2) that the failure to timely disclose the information “will not unfairly surprise or unfairly prejudice” the other party. Citing *Oscar Luis Lopez v. La Madeleine of Texas, Inc.*, 200 S.W.3d 854, 857 (Tex.App.-Dallas 2006, no pet.). (When asked by the trial court why she never supplemented her discovery responses, Phan gave no reason and made no showing that her failure to disclose any experts would not unfairly surprise or prejudice the Realtors).

As the court found In the Interest of *M.J.M. a Child*, 406 S.W.3d 292 (Tex.Civ.App.-San Antonio 2013), Rule 193.6(a) provides that “[a] party who fails to make, amend, or supplement

a discovery response in a timely manner may not introduce in evidence the material or information that was not timely disclosed, or offer the testimony of a witness (other than a named party) who was not timely identified” unless the trial court finds good cause for the delay or the absence of unfair prejudice to the requesting party. The *TransAmerican Natural Gas Corp. v. Powell*, 811 S.W.2d 913, 917 (Tex.1991), death penalty sanction analysis does not apply to evidence that is excluded pursuant to rule 193.6. *White v. Perez*, No. 02–09–00251–CV, 2010 WL 87469, at *2 (Tex.App.-Fort Worth 2010, pet. denied); see *Campos v. State Farm Gen. Ins. Co.*, 943 S.W.2d 52, 55 (Tex.App.-San Antonio 1997, writ denied)

The original Petition in this action only alleged violations of TRDP, Rules 1.01(b)(1), and 1.02(a)(2), and the disclosure responses only set forth causes of action and facts related to Rules 1.01(b)(1), and 1.02(a)(2).

The amended Petition alleged violation of Rules 1.01(b)(1), 1.03(b), 1.14(b), 1.15(d), and 8.04(a)(3), of those alleged rules violations, only Rule 1.01(b)(1) was disclosed in the discovery response. Appellant effectively waived its claim of violation of Rule 1.02(a)(2), by deleting it from its petition, and the Evidentiary Board examined the claim under Rule 1.01(b)(1) and found no violation.

The claim by Appellee that the petition gave Appellant adequate notice of the claims against him, is unsupported by case law, is in direct derogation of Rule 2.17(D), and if allowed would eviscerate the Rule, if the mere pleading is sufficient, there is no need for disclosure. It also raises a basic and fundamental question of fairness, the Appellant seeks to hold Appellee to the strict standard of the law regarding compliance, but seeks to remove itself from the same standard it enforces.

The Appellee should be limited to the claims and rule violations set forth in its disclosure, which under the amended petition, would be Rule 1.01(b)(1), and the Evidentiary Board examined the claim under Rule 1.01(b)(1) and found no violation. This Honorable Board should find in favor of Appellant, and set aside the Judgment of Public Reprimand.

Issue Number Two

The Evidentiary Panel's finding of a violation of Texas Rules of Disciplinary Procedure, Rule 8.04(a)(3), is not supported by the Evidence and should be reversed and the Judgment of Public Reprimand set aside.

There exist no basis, under the claims made in the Amended Petition, for the alleged violation of Texas Rules of Disciplinary Conduct, Rule 8.04(a)(3). Mr Haylock admitted he knew and explicitly approved the settlement with Citi Bank, he executed a stipulation of settlement agreement, and returned it to Citi Bank. Mr Haylock had contracted with The Debt Answer ("TDA") to settle his credit card debts, and the contract he executed stated the amount of funds which would be escrowed and all fees which would be charged, Mr Haylock testified that he was aware that there would be insufficient funds to settle his Chase Bank credit card, and that it was solely the fault of TDA for not calculating the amount needed to settle both of this credit cards.

Mr Haylock further admitted that the only contract for debt settlement he entered into was with TDA, and he only entered into an authorization to allow Lloyd Ward & Associates ("LWA") to contact creditors and obtain information and negotiate settlement on his behalf. LWA's fees were paid by TDA.

The sole reason LWA did not settle the Chase Bank credit card account due to the fact there were insufficient funds left in Mr Haylock's account (due to the miscalculation of TDA).

As Mr Haylock testified, under the debt settlement contract with TDA, TDA collected all monies, was paid a fee, and was responsible for the return of any funds, and in fact Mr Haylock sought the return of such funds under the TDA contract. All of the surplus funds in Mr Haylocks account, less fees paid to TDA, were refunded to Mr Haylock. The escrow account was solely under Mr Haylock's control and no one, including LWA, could transfer any monies into, or out of, the account except for Mr Haylock.

Under Texas law, there is no attorney-client relationship absent a showing of privity of contract, and an attorney owes no professional duty to a third party or non-client. *Banc One Capital Partners Corp. v. Kneipper*, 67 F.3d 1187 (5th Cir. 1995); *Parker v. Carnahan*, 772 S.W.2d 151, 156 (Tex.App. — Texarkana 1989, writ denied); *First Mun. Leasing Corp. v. Blankenship, Potts, Aikman, Hagin and Stewart*, 648 S.W.2d 410, 413 (Tex.App. — Dallas 1983, writ ref'd n.r.e.); *F.D.I.C. v. Howse*, 802 F.Supp. 1554, 1563 (S.D.Tex.1992); *Hill v. Bartlette*, 181 S.W.3d 541 (Civ.App.-Texarkana 2005). The attorney-client relationship is purely contractual. It arises from the clear and express agreement of the parties about the nature of the work to be done and the compensation to be paid. This contract may be implied by the conduct of the two parties. It is necessary that the parties either explicitly or implicitly manifest an intention to create an attorney-client relationship. *Parker v. Carnahan*, 772 S.W.2d 151, 156 (Tex.App.-Texarkana 1989, writ denied), see also *Yaklin v. Glusing, Sharpe & Krueger*, 875 S.W.2d 380, 383 (Tex.App. — Corpus Christi 1994, no writ); *Parker*, 772 S.W.2d at 156. .

To make the determination of whether there was an agreement or meeting of the minds to form such a relationship, courts must use objective standards of what the parties said and did. *Tanox, Inc. v. Akin, Gump, Strauss, Hauer & Feld, L.L.P.*, 105 S.W.3d 244, 254 (Tex. App.--

Houston [14th Dist.] 2003, pet. denied). One party's subjective belief that such a relationship was formed is not sufficient. *See id.*; *see also Span Enters. v. Wood*, 274 S.W.3d 854, 858 (Tex. App.--Houston [1st Dist.] 2008, no pet.) ("We determine whether an [attorney-client] contract can be implied using an objective standard, . . . and we do not consider [the parties'] unstated, subjective belief."). Under Texas law, an attorney-client relationship terminates upon completion of the purpose of the employment, absent an agreement to the contrary. *Stephenson v. LeBoeuf*, 16 S.W.3d 829, 836 (Tex. App.--Houston [14th Dist.] 2000, pet. denied).

Although the attorney-client relationship can be implied, courts will not readily impute the contractual relationship absent a sufficient showing of intent. *See Hill v. Bartlette*, 181 S.W.3d 541 (Civ.App.-Texarkana 2005); "*Hill stated in her deposition she believed Lessert was her attorney. However, there was never any discussion of, or an agreement on, attorney's fees. There was never an agreement on the nature of work Lessert would perform for Hill. Hill never asked Lessert to represent her. Lessert never told Hill that he was her attorney..*" *See also Parker*, 772 S.W.2d at 156 (holding that husband's attorneys did not have attorney-client relationship with wife *See also Dickey v. Jansen*, 731 S.W.2d 581, 582 (Tex.App. — Houston [1st Dist.] 1987, writ ref'd n.r.e.) (concluding that testamentary beneficiaries could not maintain a cause of action against attorney who negligently drafted will due to lack of privity); *F.D.I.C. v. Howse*, 802 F.Supp. at 1563 (finding that a lack of privity prevented bank directors from obtaining indemnity from the law firm which had handled the bank's affairs).

There was no contractual agreement between Mr Haylock and Appellant for Appellant to pay settlement funds, hold settlement funds, or hand the determination of the settlement amounts. The only contractual agreement between Appellant and Mr Haylock, was to negotiate debts,

which Appellant did until there was insufficient funds to allow for additional negotiations, which relieved Appellant of any further obligations. Further, all of the monies were paid to TDA, nor LWA, and Mr Haylock was aware of this and sought a refund of TDA prior to bringing this complaint. Finally the savings account was in Mr Haylocks sole possession, and LWA could not have affected the funds in that account under any circumstances, only Mr Haylock could. The factual basis of the allegations do not support a Judgment of Public Reprimand, and the Reprimand should be set aside in this action.

Conclusion

The Appellee should be limited to the claims and rule violations set forth in its disclosure, which under the amended petition, would be Rule 1.01(b)(1), and the Evidentiary Board examined the claim under Rule 1.01(b)(1) and found no violation. Further, the Amended Petition of Appellee alleges as a cause of action that (1) failure to communicate the Citi Bank credit card settlement to Mr Haylock, (2) Failure to communicate that the Citi Bank Settlement would leave insufficient funds to settle the Chase Bank credit card, (3) failure to refund settlement fees charged to Mr Haylock and (4) failure to refund monies to Mr Haylock left in his own personal bank account. Those facts are unsupported, and in fact, in exact opposition to the testimony of Mr Haylock. The Judgment of Public Reprimand should be set aside in this action.

Respectfully Submitted

S/Lloyd Ward

Lloyd Ward

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Certificate of Service

This is to certify that a true and correct copy of this Response to Motion to Strike, has been served on the Commission for Lawyers Discipline, by electronic service through this Court's electronic filing service provider or by email to cynthia.burton@texasbar.com, on this 17th day of December, 2017.

S/Lloyd Ward
Lloyd Ward

Certificate of Words

This is to certify that the Appellant Brief, exclusive of cover page, index and table of contents is 5,222 words

S/Lloyd Ward

Appendix of Records Excerpts

Reporters Record, Evidentiary Hearing 1

Clerks Record 44

Reporters Record, Exhibits 90

NO. 201401402
VOLUME 1 OF 1

COMMISSION FOR LAWYER) EVIDENTIARY PANEL
DISCIPLINE)
)
)
V.) OF DISTRICT 6
)
)
LLOYD EUGENE WARD) GRIEVANCE COMMITTEE

EVIDENTIARY HEARING

On the 3rd day of August, 2017, the following
proceedings came on to be heard in the above-entitled and
-numbered cause before the District 6 Grievance
Committee, held at The State Bar of Dallas, The
Princeton, 14651 Dallas Parkway, Suite 925, Dallas,
Texas.

Proceedings reported by machine shorthand.

1 the allegations of professional misconduct pertaining to
2 Lloyd Eugene Ward. If this panel finds professional
3 misconduct, we may impose sanctions ranging from private
4 reprimand to disbarment. The procedures followed by this
5 panel allow for examination of witnesses by the
6 Respondent or Respondent's attorney, counsel for the
7 Commission for Lawyer Discipline, and the members of the
8 panel. All probative and relevant evidence necessary for
9 a fair hearing is admissible. I will rule as to the
10 admissibility of any evidence and on any objections.

11 Pursuant to Rule 2.16, this hearing is a
12 confidential proceeding. This hearing is being recorded
13 by a certified court reporter. Cameras and tape
14 recorders are not allowed in this room. The panel will
15 conduct its deliberations in private.

16 At this time, I ask anyone present who
17 will give testimony today to rise and be sworn.

18 (Ms. Holt and Mr. Ward sworn.)

19 MR. MCCLURE: It is the Commission ready
20 to proceed?

21 MS. HOLT: We are.

22 MR. MCCLURE: Respondent?

23 MR. WARD: Yes, Your Honor.

24 MR. MCCLURE: Ms. Holt, you may proceed.

25 MS. HOLT: Thank you so much. I believe

1 Mr. Ward has some pretrial matters that he wants to
2 address with the panel.

3 MR. WARD: Yes, ma'am. Yes, sir. One of
4 the things -- and I'm just trying to hopefully narrow
5 what we're doing here today. But there were disclosures
6 that were done and there was an original, a first, and a
7 second supplemental response on the disclosure. In
8 Number 2 where it says the general factual bases of the
9 responsive party's or defense of the responsive party
10 need not marshal all of the evidence.

11 The only answer that was given in each of
12 these was Petitioner contends that Respondent has failed
13 to comply with all terms and conditions of Rule
14 1.01(b)(1) and 1.02(a)(2) of the Texas Disciplinary Rules
15 of Professional Conduct by neglecting the legal matter of
16 Ivan Haylock, Jr. entrusted to Respondent specifically by
17 failing to negotiate Haylock's debt with Chase Bank,
18 1.01(b)(1) of the Texas Disciplinary Rules of
19 Professional Conduct.

20 And two, by failing to abide by Haylock's
21 decision whether to accept an offer of settlement for
22 Haylock's matter, specifically the settlement of
23 Haylock's debt with Citibank for an amount that was
24 greater than the amount authorized. And I know the
25 petition has more than that in it, but the rules are

1 pretty specific under D in regard to requests for
2 disclosure, and that is, if it's not timely disclosed
3 then you're not allowed to put on evidence in regard to
4 that. And I'm aware that the petition has more than that
5 in it, but I would like this committee to limit what
6 we're doing here today to the two items that were listed
7 in disclosure responses.

8 MS. HOLT: I do admit that the -- as
9 Mr. Ward has indicated, our supplemental -- second
10 supplemental response to his request for disclosure does
11 only include two rule violations, and I did not
12 supplement it again when I amended our petition to add in
13 the additional violations. There are copies of the --
14 both the petition, the first amended petition, and his
15 original response are on the table for the panel members.

16 That is something I should have done,
17 however, the petition does give him notice with regard to
18 what our contentions are. So he is -- has been
19 sufficiently made aware of what our contentions are, and
20 to come to the hearing today and ask the panel to
21 basically strike, in essence, allegations -- any
22 allegations that are not a part of the response to
23 requests for disclosure to me is equivalent to almost a
24 death penalty-sanction-type situation. This is something
25 that could have been addressed previously.

1 I admit to the panel, and I apologize for
2 not having supplemented. I am admitting that. However,
3 had Mr. Ward brought that to my attention before today,
4 it could have been addressed and dealt with as opposed to
5 waiting until today and asking the panel to, in essence,
6 strike some very important allegations that we've made
7 against him.

8 So in light of the fact that he has been
9 made sufficiently aware of what the contentions are that
10 we're making by virtue of our amended petition, I would
11 ask the panel to deny his request that those allegations
12 that are not listed in the responses to requests for
13 disclosure to basically deny his request to strike those.

14 MR. MCCLURE: Well, this disturbs me
15 because when I found out I was going to be chairing this
16 hearing, I contacted the Bar and asked, "Have all
17 pretrial motions been dealt with and is everybody on the
18 same page because I don't want some dilatory motion at
19 this point this morning."

20 Secondly, I'm hearing the words "amended"
21 and "supplemental," and it seems to me, if I recall
22 correctly, supplemental pleadings do not initiate the
23 previous filing of an amended petition. Supplemental
24 merely adds to as opposed to supplement the original
25 pleadings. So with that understanding, I'm going to deny

1 your motion.

2 MR. WARD: Okay.

3 MS. HOLT: Did you have anything else?

4 MR. WARD: No.

5 MS. HOLT: Okay.

6 Good morning, everybody. I think I either
7 know all of you or have met those that I don't know once
8 you got here this morning. But I want to thank you all
9 for making the time to be here to hear the allegations
10 that make up this case because they're very important.

11 My name is Lisa Holt, as you all know by
12 now, and I am here to represent the Petitioner, the
13 Commission for Lawyer Discipline. At first glance, the
14 case that we're here about today seems somewhat
15 complicated, but in actuality, it's very simple. What
16 this case deals with is it's a situation where the
17 Respondent, Mr. Lloyd Eugene Ward, was hired to negotiate
18 Ivan Haylock -- to basically negotiate his debt with
19 Citibank and Chase Bank. And although he negotiated the
20 debt with Citibank, he never made efforts to negotiate
21 the debt with Chase Bank. And that's the -- that's
22 basically that we're here about today in essence. The
23 evidence that you'll see, the evidence that you'll hear
24 will show kind of this sequence of events as what's --
25 what happened to bring us here today.

1 included Ivan Haylock as a client. NoteWorld thereafter
2 dispensed payments to The Debt Answer and Respondent from
3 the service fees that Mr. Haylock paid.

4 In January of 2012, Mr. -- the Respondent
5 settled Mr. Haylock's debt with Citibank. In June
6 of 2012, the Respondent terminated his relationship with
7 The Debt Answer and basically gained total control of
8 Mr. Haylock's debt settlement account. Respondent
9 subsequently made no efforts whatsoever to negotiate the
10 debt that Mr. Haylock had with Chase Bank and what had to
11 have happened as a consequence is Chase ultimately wrote
12 off the debt. Mr. Haylock paid approximately \$33,000
13 over the course of those three years that he was enrolled
14 in the program, but the Respondent only returned 400 of
15 that to Mr. Haylock. When Mr. Haylock attempted to
16 contact the Respondent about the situation and the monies
17 that he believed he was owed, the Respondent did not
18 respond to him at all.

19 So after you hear the evidence and see the
20 evidence that we have to prove up these allegations, I
21 believe that you will determine that the Respondent in
22 this situation violated the following rules: 1.01(b)(1),
23 which has to do with neglect; 1.03(a), which is a failure
24 to communicate; 1.14(b), which is a failure to properly
25 disburse or distribute funds; 1.15(d), a failure to

1 return funds; and 8.04(a)(3), which is engaging in
2 dishonesty, fraud, deceit, or misrepresentation. Thank
3 you.

4 MR. WARD: Okay. First, I want to say
5 thank you all. I can't say that I'm happy to be here
6 today, but I will say that I'm ready to get this behind
7 me. And please understand that this was filed on March
8 31st of 2014, so this has been going on now for over
9 three years, and I'm ready to get it over with. I
10 believe that what -- and I understand that based upon the
11 documents and things that were given that Ms. Holt
12 believes that there is potentially an issue, and I think
13 that we're going to be able to sort through that today.

14 I think that what you're going to find is
15 that both Mr. Haylock and myself were misled and lied to
16 by The Debt Answer company, and I think the other thing
17 you're going to find today is that he was never a client
18 of myself or my firm. We never had any oral or written
19 representation agreements. We never performed any
20 services for him. We never paid any monies -- we were
21 never paid any monies by Mr. Haylock and, in fact, the
22 documents that we have and are going to go over here
23 today were all provided by Mr. Haylock because he is a
24 ghost in the machine. We don't have anything on him. We
25 didn't even know who this guy was until we got the

1 MS. HOLT: May I start?

2 **DIRECT EXAMINATION**

3 BY MS. HOLT:

4 Q. Mr. Haylock, would you please tell us your full
5 name?

6 A. Ivan Lindy Haylock, Junior.

7 Q. Tell me where you work.

8 A. Currently?

9 Q. Yes.

10 A. I work at a master Subaru dealership as a
11 mechanic tech.

12 Q. Okay. Where is that located?

13 A. Tampa.

14 Q. Okay. So do you live in Tampa?

15 A. Yes.

16 Q. Okay. Did you fly here from Tampa yesterday?

17 A. Yes.

18 Q. Okay. How long have you worked with that
19 Subaru dealership?

20 A. A little over a year.

21 Q. Okay. What did you do prior to that?

22 A. I worked seven years as a -- an investigator
23 for the Tampa police department.

24 Q. Okay.

25 A. A civilian investigator, and I worked for the

1 sheriff's department jail division. I've worked
2 security.

3 Q. Okay. That tells me a little bit about you.
4 Thank you.

5 Tell me, if you would, whether you ever
6 enrolled in a debt settlement program?

7 A. Yes.

8 Q. Okay. Do you know about what time that was
9 that you entered into the program?

10 A. It was in 2000 -- I don't have -- I don't have
11 anything here with me. It was in 2008.

12 Q. Okay.

13 A. Somewhere around there.

14 Q. Okay. And what debt settlement program did you
15 enter into? What company was it that you entered into
16 the program with?

17 A. It was The Debt Answer.

18 Q. Okay.

19 A. I believe.

20 Q. And do you remember how long the program was?

21 A. It was supposed to be for 36 months.

22 Q. Okay. Did you sign any documentation regarding
23 the program?

24 A. Yes.

25 Q. Okay. Let me have you open that notebook and

1 MR. MCCLURE: All right. And when we go
2 through -- I didn't understand earlier that you were
3 talking about exhibits following what I originally
4 understood to be Number 6.

5 MR. WARD: Yeah.

6 MR. MCCLURE: So everything through 14,
7 correct?

8 MR. WARD: Except Number 5.

9 MR. MCCLURE: Except Number 5. All right.
10 All of those are admitted, then.

11 MS. HOLT: Thank you.

12 Q. (BY MS. HOLT) Okay. Mr. Haylock, let's talk
13 about this agreement for a little while. You've had an
14 opportunity to look at it?

15 A. Okay.

16 Q. And this is an agreement that you signed; is
17 that correct?

18 A. Correct.

19 Q. Okay. So based upon the agreement that's here,
20 you signed this agreement with what company?

21 A. This was with The Debt Answer, I believe.

22 Q. Okay. Tell me a little bit about, if you
23 would, what your understanding of this agreement was.

24 What is it that you were supposed to do per the
25 agreement?

1 A. There was -- Citibank was one and the other was
2 Choice --

3 Q. Was it Choice or Chase?

4 A. I think it was Choice.

5 Q. Okay. Look at page 7, I believe it is.

6 A. Chase.

7 Q. Okay. And how much did you owe to Citibank?

8 A. Citibank was \$25,242.

9 Q. Okay. And how much did you owe to chase?

10 A. And 18 was -- and Chase was 18,000.

11 Q. Okay. So this was a three-year program where
12 you made these payments. Do you know to whom the
13 payments were going?

14 A. They were supposed to be going to -- really,
15 no. I thought it was going to The Debt Answer.

16 Q. Okay. Did you learn at any point in time that
17 all the monies were going The Debt Answer, or did you
18 learn that they were going to another entity?

19 A. That's who I thought it was going to, but
20 it's -- it was going into a trust and that's where --
21 NoteWorld Servicing Center comes into play here. It was
22 going into a trust. I don't know where the fees were
23 going, if the fees were going into the trust also or they
24 were taking the fees out directly.

25 Q. Okay.

1 A. That was unclear.

2 Q. Okay. There are two pages behind the documents
3 we just talked about, and at the top of one of the two
4 pages it has the Law Office of Simon & -- hopefully I'm
5 pronouncing this correctly -- Bocksch, I believe,
6 B-O-C-K-S-C-H. What was your understanding of their
7 involvement in this whole situation?

8 A. I was told that they were -- they were going to
9 be the law firm to be negotiating my debt settlement.

10 Q. Okay.

11 A. So at first I was dealing with them which they
12 are located in Miami, Florida.

13 Q. Okay.

14 A. So I was speaking to them --

15 Q. Okay.

16 A. -- at first --

17 Q. I understand.

18 A. -- in 2009 when this was signed.

19 Q. Okay. And I think you mentioned that you
20 entered the program in 2008. After looking at this, does
21 this refresh your memory as to when you entered the
22 program?

23 A. Yes.

24 Q. Okay. When was it that you entered the
25 program?

1 MR. MCCLURE: All right.

2 Q. (BY MS. HOLT) So tell me what P-2 is about.

3 A. Now, The Debt Answer and Lloyd Ward, from my
4 understanding, were in some kind of contract with each
5 other. The Debt Answer was going to get the clients, and
6 he was going to negotiate. For whatever reason, Lloyd
7 Ward and Simon & Bocksch is -- well, Simon & Bocksch
8 turned over everything to Lloyd Ward.

9 Q. Okay.

10 A. Said, "We are no longer your attorney firm.
11 We're turning it over to Lloyd Ward." He's, I guess, the
12 head of The Debt Answer -- their top attorney or
13 whatever, "And we're going to turn it over to him." So I
14 received a letter from Lloyd Ward stating to giving him
15 authorization to now negotiate the last Chase Bank debt.

16 Q. Okay. Okay. We'll talk a little bit about
17 that in a second. The letter that you said -- and I'll
18 get back to P-2, but the letter that you're talking about
19 that you got from Lloyd Ward -- let me have you look at
20 P-3 before we talk about P-2 and ask you if that's the
21 letter you're referring to.

22 A. That is the letter.

23 Q. Okay. So you got this letter from Lloyd Ward.
24 And what did this letter tell you, in essence? What was
25 it that it informed you of?

1 that P-2?

2 A. Yes.

3 Q. Okay. Did Mr. Ward or Leo Franco or anyone
4 from Mr. Ward's office send you anything else to sign but
5 for this document -- but for the document that's marked
6 P-2?

7 A. I believe that was it. I believe that was it.

8 Q. Okay. So no other type of agreement was ever
9 sent to you? Nothing like a client services agreement or
10 employment agreement or anything like that was sent to
11 you by Mr. Ward's firm. Is that accurate?

12 A. Correct.

13 Q. Okay. So you signed this. You said you didn't
14 like the fact that Mr. Ward was taking over for Simon &
15 Bocksch, but you did sign this authorization anyway?

16 A. Correct.

17 Q. Okay. So after you signed the negotiation,
18 what happened after that -- I mean, the authorization,
19 What happened after that?

20 A. It went on. It kept on -- I kept on paying
21 into the trust fund for several months, and I can't
22 remember. At some point there was -- there wasn't enough
23 money to negotiate that second debt.

24 Q. Okay.

25 A. I believe it was only -- there was only like

1 processing -- payment processing company?

2 A. Correct.

3 Q. Okay. Involved with your account?

4 A. Which I declined.

5 Q. Okay. So since you declined it, what

6 company -- what was the company that was acting as the

7 payment processing company?

8 A. It was still NoteWorld.

9 Q. Okay.

10 A. I didn't see the reason why they were changing
11 it in the first place so I never did.

12 Q. Okay. So let me have you look at P-5.

13 A. I think that's -- that's the firm.

14 Q. Do you recognize it at all?

15 A. I remember the firm's name, but I can't
16 remember how they were involved.

17 Q. Okay.

18 A. That's one of the firms that was doing
19 negotiation.

20 Q. Okay. So you don't recognize the document or
21 the situation that's being discussed in the document?

22 A. On this page or this?

23 Q. The whole document -- yeah, everything, all
24 three pages.

25 A. Let me look. This is -- it looks like it's a

1 A. The -- yes.

2 Q. So had the debt been settled with Citibank
3 prior to him getting involved -- or his firm?

4 A. That's what I thought.

5 Q. Okay. What do these documents --

6 A. But --

7 Q. -- say to you?

8 A. This is the documents of what they filed to
9 settle the debt --

10 Q. Okay.

11 A. -- with Citibank.

12 Q. Okay. Let's kind of talk about it page by page
13 so that I can understand because right now I'm a little
14 confused. Okay? So let's go step by step. P-6, the
15 very first page, what is that?

16 A. Ms. Gideo sent the documents to be --

17 Q. To whom?

18 A. To me.

19 Q. Okay.

20 A. So these documents were faxed. This is all the
21 fax information to me.

22 Q. Okay. What was the purpose of her sending
23 those documents to you?

24 A. So they could file the documents to settle the
25 Citi Choice MasterCard account.

1 Q. Okay. So at the time that Lloyd Ward's firm
2 took over after Simon & Bocksch --

3 A. Uh-huh.

4 Q. -- with regard to negotiating your debt, had
5 the debt with Citibank been settled yet?

6 A. Yes.

7 Q. At the time that he took over?

8 A. Yes.

9 Q. It had been settled?

10 A. Correct.

11 Q. Okay. So why were these documents sent to you
12 if the debt had already been settled?

13 A. See, here's where I'm confused is I thought
14 that Simon & Bocksch settled this case.

15 Q. Okay. But I know that's what you thought, but
16 after you see these documents, what do they tell you?

17 A. That the -- like I said, that -- that Citi
18 Choice MasterCard, it was to pay it off -- the debt to be
19 paid off.

20 Q. Okay. So she sent these to you to sign so that
21 that debt could be negotiated and paid?

22 A. Correct.

23 Q. Okay. And she being Cecile; is that right?

24 A. Correct.

25 Q. From Mr. Ward's office?

1 A. At that time, I didn't know.

2 Q. Okay. But now?

3 A. Now I do because of the -- the e-mail address
4 has lloydwardlawfirm.com.

5 Q. Okay.

6 A. It's from her to me.

7 Q. Okay. That is your e-mail address, right?

8 A. Correct.

9 Q. Okay. So she sent you those documents in an
10 effort to allow Mr. Ward's firm to negotiate your debt
11 with Citibank. Is that -- is that accurate?

12 A. Correct.

13 Q. Okay. So did you sign this stipulation for
14 settlement as you -- do you recall signing it?

15 A. Yes.

16 Q. And sending it back to her?

17 A. Yes.

18 Q. Okay.

19 A. This was settled.

20 Q. Okay. Let me have you look at what's behind
21 P-7. Does that look familiar to you at all?

22 A. This is the payment activity. NoteWorld, I
23 guess, was either bought out or took over by Meracord
24 trust.

25 Q. Okay.

1 Meracord bought them out or something to that effect.

2 Q. Okay.

3 A. So Meracord was taking over.

4 Q. Okay.

5 A. And I kept on paying into the trust until the
6 deadline.

7 Q. Okay.

8 A. And when the deadline or -- I can't remember if
9 it was after the deadline -- after the 36 months or a
10 couple months before, I started to call Lloyd Ward's,
11 their answering call center or wherever they were taking
12 phone calls to answer clients' questions and was told
13 that -- to call this other number. And I was just
14 getting the runaround on what to do because there was not
15 enough money at that time to negotiate the Chase.

16 Q. Okay. What makes you say that there wasn't
17 enough money to negotiate the debt with Chase?

18 A. There was only, like, \$400 left.

19 Q. Okay. At the time that this suit -- this
20 lawsuit that we've talked about that's tabbed P-8, at the
21 time that it was dismissed, that was -- I believe it says
22 is the date on here is -- is there a date on here?

23 A. 2012.

24 Q. Let me see when that was. It gives the date
25 when it was served on you, which was November 19th of

1 2012. So you entered the program I believe you testified
2 August of 2009?

3 A. Correct.

4 Q. And it was a 36-month program --

5 A. Correct.

6 Q. -- or a three-year program. So around August
7 of 2012 the program would have been -- is it fair to say
8 it would have been coming to an end?

9 A. Correct.

10 Q. Okay. So 15,500 had been paid to Citibank.
11 Why would there have been -- you'd been paying
12 consistently each month into the program; is that fair to
13 say?

14 A. Correct.

15 Q. Okay. So why would there only have been \$400
16 left in your account?

17 A. I am not sure. I think -- I think what
18 happened here is if you go back to where the payments --
19 where the structure of the payments --

20 Q. This was with the agreement you signed with
21 NoteWorld and The Debt Answer?

22 A. Correct.

23 Q. Behind Tab 1, page 5?

24 A. Yeah, this one.

25 Q. Page 5 behind Tab 1. Okay.

1 A. After the 36 months, there was supposed to, to
2 my understanding, be \$25,403. So when you get to that
3 amount -- I don't know how they're doing the math -- but
4 they're thinking that they can settle both with that
5 amount of money.

6 Q. Okay.

7 A. What happened was is I think they -- they
8 didn't realize they were going to have to pay more than
9 they first thought and there wasn't enough money left for
10 the Chase -- to negotiate the Chase. I'm not sure why
11 there was only \$400 left.

12 Q. What makes you say there was only \$400 left?
13 Where are you getting that from?

14 A. They refunded me that money because of non --
15 there was Meracord said if there's no transactions within
16 three months, the money's returned --

17 Q. Okay.

18 A. -- to the client.

19 Q. Okay. So to your knowledge, at the end of the
20 program, that's how much money was left was \$400?

21 A. Correct.

22 Q. Do you know approximately how much you paid
23 into the program?

24 A. I would say if you follow this, it should have
25 been this amount.

1 A. Correct.

2 Q. Okay. And then that was what was left?

3 A. Correct.

4 Q. Okay. And at that point had your debt with
5 Chase been negotiated, to your knowledge?

6 A. No.

7 Q. Okay. How much did you -- I think you've
8 already testified, but how much did you owe to Chase Bank
9 that you can recall? I think it's on page --

10 A. I'd have to look it up.

11 Q. -- 7, I believe, page 7 behind Tab 1.

12 A. Chase was 18.

13 Q. Okay. So there was not enough money in your
14 account to pay any portion of the amount that you owed to
15 Chase; is that accurate?

16 A. Correct. There was -- I don't know how they --
17 the firm would do the math to negotiate that, but I don't
18 think \$400 would be enough to negotiate a settlement of
19 \$18,000.

20 Q. Okay. What happened, to your knowledge, with
21 your account with Chase? What happened to that account?

22 A. That account was -- I got a letter from Chase
23 executive branch. I can't remember the woman's name.
24 She called -- or sent a letter and I called her back and
25 she stated that my debt had been forgiven.

1 Q. Okay. Let me have you look at -- behind
2 Tab 14.

3 A. 14?

4 Q. Uh-huh, the second page behind that tab. Is
5 that the letter to which you're referring?

6 A. Yes, it is, the executive office.

7 Q. Okay. Do you know whether Mr. Ward made any
8 efforts to negotiate your debt, his firm, him, any
9 entities owned by him made any efforts to negotiate your
10 debt with Chase?

11 A. No. When I called and spoke to -- here's her
12 name -- Lisa, after she told me that my debt had been
13 relieved, I asked her, did anyone from any firm contact
14 you on behalf -- on my behalf to settle this debt and she
15 told me no.

16 Q. Okay. Did you ever make efforts to contact
17 Mr. Ward and/or his firm or any entities owned by him
18 about the situation?

19 A. Yes.

20 Q. Okay. What happened when you made those
21 efforts?

22 A. At the final contact, the debt negotiation, the
23 office, the customer office where he was sending his
24 clients to call in for them to answer questions was U.S.
25 Legal, some type of firm where you could call in and they

1 would be able to answer your legal questions. I called
2 them, and the reason why I called them was in the
3 contract of the -- contract that I had signed,
4 Paragraph 4 states that they are supposed to at least try
5 to negotiate to all parties at least some type of
6 negotiation. If not, they're in violation of the
7 contract and then there's supposed to be a money returned
8 to me if it is not done. That was not done with Chase.
9 No one contacted them. This -- Lisa's the one that told
10 me that no firm contacted them to even attempt to
11 negotiate, which is the reason why I pursued this in the
12 first place.

13 Q. Okay.

14 A. Because they just blew me off.

15 Q. Okay. Did you ever speak with Mr. Ward?

16 A. No, ma'am.

17 Q. Okay.

18 A. When I called U.S. Legal, I -- I asked them if
19 they had a copy of the contract, look at this, and the
20 woman went and spoke to a supervisor and she came back
21 and told me there's nothing we can do for you. I said,
22 okay, and I started looking for avenues to -- I contacted
23 my U.S. attorney, got information and contacted the Bar
24 here to file a compliant.

25 Q. Okay. Let me go back to the U.S. Legal because

1 A. Yes, sir.

2 Q. Got it?

3 A. The sign-up agreement?

4 Q. Yes.

5 A. Yes, sir.

6 Q. Okay. You executed this NoteWorld agreement,

7 right?

8 A. Yes.

9 Q. Okay. And that's your electronic signature on
10 it, right?

11 A. Correct.

12 Q. Okay. As a matter of fact, if you'll look at
13 page 2, literally about midway through the page it says
14 The Debt Answer with this long number, debt settlement
15 company, debt settlement company account number. Do you
16 see that?

17 A. Yes.

18 Q. Now, you understood that the debt settlement
19 company that you hired to settle your debts was The Debt
20 Answer, didn't you?

21 A. Correct.

22 Q. And you signed this agreement and started this
23 savings account, and at the time that you signed it you
24 knew that The Debt Answer was your debt settlement
25 company, right?

1 A. Correct.

2 Q. And this is set up so that it pays to The Debt

3 Answer account. You understood that, right?

4 A. I guess I did.

5 Q. Well, I mean, I got this long Debt Answer

6 account number over here, right?

7 A. Because -- well, I didn't really at the time

8 understand going through all these documents -- when I

9 hired The Debt Answer, this was all done online.

10 Q. Uh-huh.

11 A. Going through -- going through everything, they

12 suggested NoteWorld servicing center to --

13 Q. For it?

14 A. For it.

15 Q. And this was all consecutive documents online

16 that you electronically signed, right?

17 A. Correct.

18 Q. Okay. And take a look at page 3, which is the

19 settlement agreement. Do you see that one? This -- and

20 again, this is your agreement, and that agreement is with

21 The Debt Answer, LLC, correct?

22 A. Correct.

23 Q. Okay. And if you look at Paragraph 4, the

24 provision you're talking about is the last --

25 A. Guarantee of service?

1 Q. Yes. It's the last one, two -- three lines,
2 really, and it says that if TDA fails to provide a
3 settlement offer from creditors, within the timeline in
4 which client has completed the program, the TDA will
5 refund the service fee that was charged and secured from
6 the client for the portion of the debt enrolled provided
7 that client had saved the amount necessary for
8 settlement, right?

9 A. Correct.

10 Q. So this says TDA's going to pay you the money
11 back, right?

12 A. Correct.

13 Q. Okay. And, again, it's electronic signatures
14 on each page. And if you look at Number 12, it says fees
15 paid to TDA are intended to compensate them for its
16 efforts and will only be refundable to the extent they
17 have not been deemed to have been earned, right?

18 A. Correct.

19 Q. And to collect, TDA will automatically withdraw
20 each month via an electronic debit or automatic check
21 from client's account the amounts mutually agreed upon
22 and stated herein below, correct?

23 A. Correct.

24 Q. So you knew TDA was getting paid this money,
25 didn't you?

1 A. Yes, it was being paid to the trust fund.

2 Q. And if you take a look at the next page, that
3 told you on the front end what the fees were going to be,
4 right?

5 A. Correct.

6 Q. And then if you go a couple of pages over, it
7 shows what your accounts are, correct?

8 A. Yes, sir.

9 Q. Okay. And now this shows that the Citi account
10 is \$25,242 correct?

11 A. Correct.

12 Q. Okay. If we go back to Tab 6 and we go -- I
13 guess, it's about three pages in it to the stipulation
14 for settlement. Do you see it?

15 A. Correct.

16 Q. This shows that the principle sum that was due
17 and owing was \$30,332.13, correct?

18 A. Correct.

19 Q. And that you settled that for an amount of
20 \$15,500, correct?

21 A. Correct.

22 Q. So you settled it for about \$0.50 on the
23 dollar, right?

24 A. Correct.

25 Q. Okay. And you authorized -- at the time, it

1 it's Lloyd Ward Services, correct?

2 A. Lloyd Ward Services.

3 Q. Okay. Did you ever execute any other
4 agreements other the ones that we've looked at, Number 1,
5 where you did the e-signatures and P-2, the handwritten
6 authorization for debt negotiation?

7 A. Initially was the sign-up online, the
8 negotiation when the Citibank --

9 Q. No. I'm askin: Did you sign anything else in
10 regard to your debt relief program other than the
11 documents we have which is P-1 and P-2?

12 A. To my knowledge, no.

13 Q. Okay.

14 A. I sent her everything I had.

15 Q. Let me visit with you just a minute. In regard
16 to the Citibank claim, you were aware that, in fact, on
17 that Citibank claim, the -- I'm going to say Zakheim
18 firm. I don't know what the pronunciation is -- you were
19 aware that you were actually sued on September 24th of
20 2010 in that case, right?

21 A. Where was this at?

22 Q. Okay. I'm looking at -- I'm looking at P-8,
23 which is the voluntary dismissal, but let's go all the
24 way back to P-6. Just go to P-6. And if you look at the
25 joint stipulation of settlement which I believe is about

1 three pages back. You were aware that you had been sued
2 by Citibank, weren't you? As a matter of fact, on
3 September 24th of 2010.

4 A. Correct.

5 Q. And you had been served with citation on that
6 case on, it looks like, November 13th of 2011, right?
7 Does that sound about right?

8 A. Is that when it was filed?

9 Q. No. It was filed on September 24th of 2010.

10 A. Okay.

11 Q. Okay. So you got sued way back in 2010 and you
12 never hired a lawyer and you never made an appearance in
13 this case, did you?

14 A. No, sir.

15 Q. Okay. And did anybody ever explain to you the
16 consequences of not making an appearance and filing an
17 answer?

18 A. No.

19 Q. Okay. But that suit went on from September
20 of 2010 until you settled it, which would have been about
21 January of 2012, correct?

22 A. Correct.

23 Q. Okay. Now, when you say that -- are you
24 claiming you didn't approve this settlement?

25 A. This one was approved.

1 Q. Okay.

2 A. And it was settled and things were done the way
3 that I thought.

4 Q. Well, and let me just ask -- go to the next
5 question. If you take a look at P-7, this is the date of
6 payment, correct?

7 A. Correct.

8 Q. Beginning January of 2012 and ending October
9 of 2012, correct?

10 A. Correct.

11 Q. Now, you did understand this was being paid out
12 of the Meracord account that you signed up for which
13 we've looked at and went through back in Exhibit
14 Number 1, right?

15 A. Correct.

16 Q. NoteWorld had become Meracord, correct?

17 A. Correct.

18 Q. And you do understand that that's the only
19 account agreement you ever signed up? You never changed
20 debt settlement companies on that agreement or did
21 anything else with it, right? You're aware of that,
22 right?

23 A. What do you mean?

24 Q. Well, I mean the debt settlement companies
25 listed on here, did you ever sign another NoteWorld

1 servicing agreement that changed who the debt settlement
2 company was?

3 A. I don't believe so.

4 Q. Okay.

5 A. You mean when it changed to Meracord?

6 Q. Yes.

7 A. I can't remember if there was. I don't believe
8 so.

9 Q. Okay.

10 A. They just kind of took over.

11 Q. Well, and I'll represent to you that actually
12 NoteWorld sent out, my understanding was, to everybody
13 that was doing business with them that they were changing
14 their name and becoming newer, bigger, brighter, and
15 better with Meracord. Do you remember that, by chance?

16 A. Vaguely.

17 Q. Okay. So this was coming out of the Meracord
18 account. The Debt Answer was the settlement company,
19 right?

20 A. Correct.

21 Q. Okay. And according to your agreement with The
22 Debt Answer that you signed up on and we looked at, you
23 were aware that The Debt Answer was getting paid these
24 monthly fees out of that Meracord account even through
25 October of 2012, weren't you?

1 A. To be honest with you, I didn't know where the
2 money was going.

3 Q. Okay.

4 A. It was going into a trust. This is the first
5 time I'd ever filed anything like this as far as debt
6 settlement.

7 Q. Uh-huh.

8 A. So I know where the money was going. I don't
9 know who was taking what.

10 Q. Okay. And that's fair enough. And this
11 continued -- as a matter of fact, you remember we looked
12 at the June 21st, I believe it was, 2012 notices that
13 went out about who owned the accounts, right?

14 A. Correct.

15 Q. Okay. And yet this continued up past June
16 of 2012 all the way to October 2012, didn't it?

17 A. Yes.

18 Q. So your account was still with The Debt Answer,
19 wasn't it?

20 A. At that time?

21 Q. Yes, sir.

22 A. Correct.

23 Q. Now, one thing that we didn't get was we got
24 copies of notices of e-mails that you received, but we
25 didn't get any e-mails that you sent to anybody. Did you

1 A. No, sir.

2 Q. Okay.

3 A. I can try to get them for you.

4 Q. Let me take just a minute, and let me go to
5 P-14. And that's the affidavit from Chase Bank. And the
6 first thing behind it is a letter that's dated April
7 of 2008 which would have been the year before you
8 joined -- over a year before you joined the debt
9 settlement program, and it's writing in response to your
10 inquiry addressed to the Better Business Bureau of
11 Delaware. "We appreciate your additional opportunity to
12 further assist you." Did you file a complaint about
13 Chase with the BBB in Delaware?

14 A. Yes, I did.

15 Q. Okay. And let's go -- it's a few pages over to
16 the September 24th letter of 2013. And, in fact, you
17 filed a complaint with the state attorney general's
18 office at that point about Chase in September of 2013,
19 didn't you?

20 A. Correct.

21 Q. And it also says that -- did you also file a
22 complaint with the Florida AG against Lloyd Ward, P.C.
23 and The Debt Answer?

24 A. Correct. That's where Mr. Kirkland comes in, I
25 believe.

1 Q. Well, I mean, we weren't given a copy of any of
2 those complaints. I'm just asking.

3 A. Okay.

4 Q. So I guess my next question is this, and it's
5 really going to be the last couple of questions. It says
6 on January 13th a form 1099-C was sent and they said they
7 wrote your account off in December of 2012. Why -- okay.
8 Two questions.

9 Why were you contacting people in 2013
10 about your debt when it had already been written off, as
11 a matter of fact, since December of 2012?

12 A. Contacting? Who are you referring to?

13 Q. Well, I'm looking at a letter right here where
14 they tell you in December of 2012 they wrote your debt
15 off and you testified that you were calling people in
16 2013 trying to track people down to find out what
17 happened to your account. As a matter of fact, you
18 called somebody at U.S. Legal that you said was able to
19 look at -- talk to them about Paragraph 4 of your
20 contract, right?

21 A. Correct.

22 Q. And that was Paragraph 4 of your contract with
23 The Debt Answer, right?

24 A. Correct.

25 Q. Okay. So if it's written off in 2012, why are

1 you calling people in 2013 about your account?

2 MS. HOLT: I'm going to --

3 A. Because --

4 MS. HOLT: I'm going to object. I mean,
5 I've let this go on and on, but counsel's asking
6 questions during cross that are totally outside the scope
7 of what was covered during the direct examination. So, I
8 mean, I've let it go on for a little while --

9 MR. MCCLURE: Overruled.

10 A. Because I still had an account that wasn't
11 resolved, the Chase account.

12 Q. (BY MR. WARD) Sir, it was resolved. It was
13 written off.

14 A. The Chase account was?

15 Q. Yes, sir. According to this letter in December
16 of 2012 -- did you not read that? December 27, 2012 was
17 returned to Chase and we ceased all collection efforts.
18 And on January 15th of 2013, you were issued a 1099-C
19 form. I'm looking at the letter.

20 A. Where's that letter at?

21 Q. September 24th, Exhibit 14.

22 A. Which letter is it?

23 MS. HOLT: It's the letter from Chase.
24 It's going to be behind -- it's right there.

25 A. Okay. And what were you asking, sir?

1 Q. Neither am I, sir.

2 MS. HOLT: I'm going to object to the
3 exchange. I mean --

4 MR. MCCLURE: It looks like it's over.

5 MS. HOLT: Are you done?

6 Q. (BY MR. WARD) My question is: Under the
7 contract, who owed you the money?

8 A. The contract was initially set by The Debt
9 Answer.

10 Q. So the documents you-all say -- say The Debt
11 Answer owed you the money, right?

12 A. Correct.

13 Q. Okay.

14 MR. WARD: Pass the witness.

15 **REDIRECT EXAMINATION**

16 BY MS. HOLT:

17 Q. Let me ask you just a few questions, Ivan. The
18 e-mails that are in this notebook, a lot of -- or almost
19 all of the them, if not all of the e-mails were sent to
20 Kenneth Kirkland. Who is Kenneth Kirkland?

21 A. He was an attorney for, I believe, the state
22 attorney's office.

23 Q. Okay. Are you sure that's who he is? Kenneth
24 Kirkland?

25 A. As far as I can remember.

1 clause that says that if all the monies -- if there's
2 money left over at the end of the program that's not used
3 for -- to negotiate your debts, it'll be returned to you
4 and he asked you who that agreement was with. You filed
5 a grievance against Mr. Ward, is that correct, with the
6 State Bar of Texas?

7 A. Correct.

8 Q. Why did you file a grievance against Mr. Ward?

9 A. Initially, it was -- Mr. Ward took over the
10 account to settle the two debts.

11 Q. Okay. He took over the account from whom?

12 A. From Simon & Bocksch.

13 Q. Okay.

14 A. They were the attorneys that were handling it
15 at first. They -- Lloyd Ward signed or settled the first
16 debt with Chase but did not settle -- or Citi but did not
17 settle the Chase account.

18 Q. Okay. So was that the reason that you filed a
19 grievance against him?

20 A. Correct.

21 Q. Okay. And you've indicated that money was owed
22 to you. Is it your position that Mr. Ward owes you
23 money?

24 A. Well, you would think if he took over -- I
25 don't -- if he's handling the case or the cases now,

1 which the document was signed that he's handling
2 everything, I don't know if that contract goes over to
3 him and now he's -- has to abide by that or how that
4 exactly works.

5 Q. Okay. Was that your understanding of it?

6 A. That's -- yes.

7 Q. Okay. Do you even remember what number you
8 used to contact the Respondent's firm? Do you even
9 remember the number?

10 A. To be honest, no. You'd have to show it --
11 show it to me.

12 Q. But even if you saw a number on a piece of
13 paper, would you remember that that was the number that
14 you used to call him or his firm?

15 A. No.

16 Q. The money that was used to pay off your
17 Citibank debt, the 15,500 --

18 A. Okay.

19 Q. -- I think you testified that you approved the
20 settlement of that account, right?

21 A. Correct.

22 Q. Did you know that that amount of money was
23 going to be used to pay your Citibank account? Are you
24 aware of that?

25 A. Yes.

1 Q. Okay. And you were okay with that?

2 A. Yes.

3 Q. Okay. Did you have any concerns about it at
4 all as far as how much was left to pay Chase or no or --

5 A. Well, I don't really know, like I said before,
6 what kind of math that they were using on how they were
7 going to settle the two debts. So these people are the
8 professionals. Nobody said, you know -- you know,
9 there's not going to be enough money to settle the Chase
10 account.

11 Q. Okay.

12 A. Nobody ever brought that to my attention.

13 Q. Okay. Just a couple more questions. Is I know
14 Mr. Ward was asking you questions about June -- something
15 about June 2012 and e-mails that you supplied, I guess,
16 that were sent to you in June of 2012 and yet you were, I
17 guess, inquiring in 2013 about your debt having been
18 settled or not settled with Chase.

19 June 2012, was the program still going on,
20 as far as you can recall? Was the program still in
21 place?

22 A. I'm not even sure what date it actually ended.

23 Q. Okay.

24 A. It was going to be, I believe, sometime in
25 August.

1 A. I don't know.

2 Q. Okay.

3 MS. HOLT: I pass the witness.

4 MR. WARD: I have two questions. I
5 promise I'm not going to keep us here. I promise, two
6 questions.

7 **RECROSS-EXAMINATION**

8 BY MR. WARD:

9 Q. You keep saying these people knew how to do
10 this, these people are the ones that calculated the
11 payments, these people are saying we could get it done in
12 36 months. When you say "these people," you're talking
13 about The Debt Answer group that you originally
14 contacted, conferenced with, and signed up with, right?

15 A. Yes, sir.

16 Q. Okay.

17 MR. WARD: That's it.

18 MR. MCCLURE: Panel?

19 MR. HOWEY: I have a question. Thank you,
20 Mr. Chair. Thomas Howey, for the record.

21 Sir, thank you for being here today. I
22 didn't hear. How much do you believe you're owed?

23 THE WITNESS: I don't know. You'd have to
24 look at, I believe, back to the payment -- the payments,
25 all the -- all the service fees for 36 months. I don't

1 THE WITNESS: I don't think it says. I
2 think they have to at least try to do both, and from what
3 I understand, it's all of it, all of the maintenance --
4 or maintenance fees, I should say, is what I think that
5 stands for.

6 MS. SCOTT: Okay.

7 MR. MCCLURE: Anybody else?

8 MR. HERMAN: Yes. In your opening,
9 Mr. Ward, you said that you had no information on this
10 gentleman, that everything was done by -- what appears in
11 your presentation, you said that another company was
12 imitating your company?

13 MR. WARD: Yes, sir.

14 MR. HERMAN: So why are you here? Why
15 isn't that other company -- if you didn't do any of this
16 and you had no contact, no information passed to you,
17 why -- why have you been able to put all this together
18 instead of just saying, "Wait a minute, I didn't have
19 anything to do with this. This was the company
20 that's" --

21 MR. WARD: I did say that. The other
22 company can't be brought in front of the State Bar.
23 They're not lawyers.

24 MS. SCOTT: Are you going to testify?

25 MR. WARD: Yes, ma'am.

Clerk's Record

FILED

NO. 201401402

SEP 11 2014

**COMMISSION FOR LAWYER
DISCIPLINE**

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**EVIDENTIARY PETITION OF TEXAS
DALLAS/FORT WORTH**

v.

OF DISTRICT 6

LLOYD EUGENE WARD

GRIEVANCE COMMITTEE

EVIDENTIARY PETITION AND REQUEST FOR DISCLOSURE

COMES NOW, the Commission for Lawyer Discipline, Petitioner, and would respectfully show the following:

I. Parties

Petitioner is the Commission for Lawyer Discipline, a committee of the State Bar of Texas. Respondent, **Lloyd Eugene Ward**, State Bar No. 20845100 (hereinafter referred to as "Respondent"), is an attorney licensed to practice law in the State of Texas. Respondent may be served with process at 12655 North Central Expressway, Suite 1000, Dallas, Texas 75243-1714.

II. Jurisdiction & Venue

This Disciplinary Proceeding is brought pursuant to the State Bar Act, Tex. Gov't. Code Ann. Sec. 81.001, et seq., the Texas Disciplinary Rules of Professional Conduct, and the Texas Rules of Disciplinary Procedure. The complaint that forms the basis of this Disciplinary Proceeding was filed by Ivan L. Haylock, Jr., on or after January 1, 2004. Venue is proper in Dallas County, Texas, pursuant to Rule 2.11(B) of the Texas Rules of Disciplinary Procedure, because Dallas County is the county of Respondent's principal place of practice.

III. Professional Misconduct

The acts and omissions of Respondent, as hereinafter alleged, constitute professional misconduct.

IV. Factual Allegations

On or about December 10, 2010, Ivan L. Haylock, Jr. (hereinafter referred to as "Haylock") hired Respondent for representation in connection with a debt settlement matter. Specifically, Haylock wanted Respondent to negotiate debts that Haylock owed to both Chase Bank and Citibank. Haylock paid Respondent a fee of \$8,106.30.

During the course of the representation, Respondent failed to engage in any negotiations with Chase Bank on Haylock's behalf. And, although he did engage in negotiations with Citibank, Respondent settled the debt for an amount that was more than the amount to which Haylock agreed.

V. Disciplinary Rules of Professional Conduct

The conduct described above is in violation of the following Texas Disciplinary Rules of Professional Conduct:

- 1.01(b)(1)** A lawyer shall not neglect a legal matter entrusted to the lawyer.
- 1.02(a)(2)** A lawyer shall abide by a client's decisions whether to accept an offer of settlement of a matter.

VI. Complaint

The complaint that forms the basis of the cause of action hereinabove set forth was brought to the attention of the Office of the Chief Disciplinary Counsel of the State Bar of Texas by Ivan Haylock, Jr. filing a complaint on or about March 11, 2014.

VII. Prayer

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that a judgment of professional misconduct be entered against Respondent and that this Evidentiary Panel impose an appropriate sanction against Respondent as warranted by the facts. Petitioner further prays to recover all reasonable and necessary attorneys' fees and all costs associated with this proceeding.

Petitioner further prays for such other and additional relief, general or specific, at law or in equity, to which it may show itself entitled.

VIII. Request for Disclosure

Pursuant to Rule 2.17(D) of the Texas Rules of Disciplinary Procedure, Petitioner requests that Respondent disclose, within fifty (50) days of the service of this request, the following information or material:


1. The correct name of the parties.
2. The factual bases of Respondent's claims or defenses.
3. The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with this disciplinary proceeding.
4. For any testifying expert, the expert's name, address, and telephone number; subject matter on which the expert will testify, and the general substance of the expert's mental impressions and opinions and a brief summary of the basis of them.
5. Any witness statements.

Respectfully submitted,

Linda A. Acevedo
Chief Disciplinary Counsel

Lisa M. Holt
Assistant Disciplinary Counsel

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Lisa M. Holt

State Bar No. 24026068

ATTORNEYS FOR PETITIONER

STATE BAR OF TEXAS



Office of the Chief Disciplinary Counsel

March 31, 2014

Sent Via CMRRR#: 7013 0600 0002 0778 7367

Mr. Lloyd Eugene Ward
12655 North Central Expressway
Suite 1000
Dallas, TX 75243-1714

Re: 201401402 - Ivan L Haylock - Lloyd Eugene Ward

Dear Mr. Ward:

The Office of Chief Disciplinary Counsel has received the above-referenced Grievance, a copy of which is enclosed with this notice. This office has examined the Grievance and determined that the information provided alleges Professional Misconduct. Pursuant to the Texas Rules of Disciplinary Procedure, this matter has been classified as a Complaint.

Please advise this office immediately if you are represented in this matter by an attorney.

You must furnish to this office a written response to the Complaint within thirty (30) days of receipt of this notice. The response should address specifically each allegation contained in the Complaint, and should further provide all information and documentation necessary for a determination of Just Cause as defined in the Texas Rules of Disciplinary Procedure. **Pursuant to Rule 2.10 of the Texas Rules of Disciplinary Procedure, you are required to provide a copy of your response directly to the Complainant.**

Pursuant to Rules 8.01(b) and 8.04(a)(8) of the Texas Disciplinary Rules of Professional Conduct, failure or refusal to timely furnish a response or other information requested by the Chief Disciplinary Counsel, without timely asserting legal grounds to do so, constitutes Professional Misconduct.

The Office of Chief Disciplinary Counsel maintains as confidential Disciplinary Proceedings, except that the pendency, subject matter, and status of a Disciplinary Proceeding may be disclosed by the Chief Disciplinary Counsel if the Respondent has waived confidentiality or the Disciplinary Proceeding is based upon conviction of a serious crime. The Chief Disciplinary Counsel may provide appropriate information, including the response, to law enforcement agencies, under Rule 6.08 of the Texas Rules of Disciplinary Procedure.

The Princeton Building, 14651 Dallas Parkway, Suite 925, Dallas, Texas 75254
(972) 383-2900, (972) 383-2935 (FAX)

You will be notified in writing of further proceedings in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'KWK', with a stylized flourish extending from the end.

Kenneth W. Kirkland
Investigator

KWK/mh

RECEIVED

OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
STATE BAR OF TEXAS
GRIEVANCE FORM



03/11/2014

I. General Information

Before you fill out this paperwork, there may be a faster way to resolve the issue you are currently having with an attorney.

If you are considering filing a grievance against a Texas attorney for any of the following reasons:

- You believe your attorney is neglecting your case.
- Your attorney does not return phone calls or keep you informed about the status of your case.
- You have fired your attorney but are having problems getting your file back from the attorney.

You may want to consider contacting the Client-Attorney Assistance Program (CAAP) at 1-800-932-1900.

CAAP was established by the State Bar of Texas to help people resolve these kinds of issues with attorneys quickly, without the filing of a formal grievance.

CAAP can resolve many problems without a grievance being filed by providing information, by suggesting various self-help options for dealing with the situation, or by contacting the attorney either by telephone or letter.

I have X I have not contacted the Client-Attorney Assistance Program.

NOTE: Please be sure to fill out each section completely. Do not leave any section blank. If you do not know the answer to any question, write "I don't know."

II. INFORMATION ABOUT YOU -- PLEASE KEEP CURRENT

TDCJ/SID #: _____

Name: Mr. Ivan Haylock, Jr

Immigration #: _____

Address: 4711 South Himes Avenue

City: Tampa State: FL Zip Code: 33611

2. Employer: Tampa General Hospital

Employer's Address: 1 Tampa General Circle

City: Tampa State: FL Zip Code: 33612

3. Telephone number: Residence: (813) 405-4635 Work: _____

Cell: _____

4. Email: ivanivan242@yahoo.com

5. Driver's License #: H420-412-67-294-0 Date of Birth: 08/14/67

6. Name, address, and telephone number of person who can always reach you.

Name: _____ Address: _____

Telephone: _____

7. Do you understand and write in the English language? Yes

If no, what is your primary language? _____

Who helped you prepare this form? _____

Will they be available to translate future correspondence during this process? _____

8. Are you a Judge? No

If yes, please provide Court, County, City, State: _____

III. INFORMATION ABOUT ATTORNEY

Note: Grievances are not accepted against law firms. You must specifically name the attorney against whom you are complaining. A separate grievance form must be completed for each attorney against whom you are complaining.

1. Attorney name: Lloyd Eugene Ward

Address: 12655 N. Central Expy. ste. #1000
Dallas TX. 75243-1714

2. Telephone number: Work: 972-361-0036 Home: _____ Other: _____

3. Have you or a member of your family filed a grievance about this attorney previously?

Yes: _____ No: _____ If "yes", please state its approximate date and outcome: _____

Have you or a member of your family ever filed an appeal with the Board of Disciplinary Appeals about this attorney?

Yes: X No:

If "yes", please state its approximate date and outcome:

4. Please check one of the following:

X This attorney was hired to represent me.
 This attorney was appointed to represent me.
 This attorney was hired to represent someone else.

Please give the date the attorney was hired or appointed. 08/2009

Please state what the attorney was hired or appointed to do.

Debt settlement

5. What was your fee arrangement with the attorney? monthly payments

How much did you pay the attorney? \$8106.30

If you signed a contract and have a copy, please attach.

If you have copies of checks and/or receipts, please attach.

Do not send originals.

6. If you did not hire the attorney, what is your connection with the attorney? Explain briefly

7. Are you currently represented by an attorney? No

If yes, please provide information about your current attorney:

8. Do you claim the attorney has an impairment, such as depression or a substance use disorder? If yes, please provide specifics (your **personal** observations of the attorney such as slurred speech, odor of alcohol, ingestion of alcohol or drugs in your presence etc., including the date you observed this, the time of day, and location).

No

9. Did the attorney ever make any statements or admissions to you or in your presence that would indicate that the attorney may be experiencing an impairment, such as depression or a substance use disorder? If so, please provide details.

IV. INFORMATION ABOUT YOUR GRIEVANCE

1. Where did the activity you are complaining about occur?

County: Dallas City: Dallas

2. If your grievance is about a lawsuit, answer the following, if known:

a. Name of court: _____

b. Title of the suit: _____

c. Case number and date suit was filed: _____

d. If you are not a party to this suit, what is your connection with it? Explain briefly.

If you have copies of court documents, please attach.

3. Explain in detail why you think this attorney has done something improper or has failed to do something which should have been done. Attach additional sheets of paper if necessary.

If you have copies of letters or other documents you believe are relevant to your grievance, please attach. Do not send originals, as they will not be returned. Additionally, please do not use staples, post-it notes, or binding.

Include the names, addresses, and telephone number of all persons who know something about your grievance.

Also, please be advised that a copy of your grievance will be forwarded to the attorney named in your grievance.

March 11, 2014

RE: Lloyd Ward & Associates & The Debt Answer
12655 N Central Expy #1000
Dallas, TX 75243
Phone: (972) 361-0036
Website: www.lloydward.com
Transaction Date: 8/15/2009
Amount Paid: 25500.00

Subject: Consumer fraud.

In August 2009, I contacted The Debt Answer & Lloyd Ward & Associates to negotiate a settlement for Chase and Citi Bank credit card debt in the amount of \$43000.00. The contract terms were to make 36 monthly payments in the amount of \$710.00 into a trust fund that would total \$25500.00.

The fees and service charges were based on the total amount of debt. In turn, per contract, they were to would negotiate a settlement offer in the time frame of the 36 months. If both offers were not negotiated in the time frame, Lloyd Ward & Associates was to refund approximately \$1600.00 in service charges. Lloyd Ward & Associates did settle the Citi Bank debt at \$15000.00 which was \$5000.00 more than was budgeted and left the trust fund with insufficient funds to negotiate the Chase debt. LW never negotiated the Chase account and refused to refund the \$1600.00 in service fees.

After all the attorney fees and service charges there was only \$400.00 remaining in the trust fund to settle the \$18000.00 debt I owed Chase Bank. There should have been at least \$5000.00 remaining to negotiate the Chase debt. The remaining \$400.00 was refunded to me. During the 36 month contract Lloyd Ward fired The Debt Answer and hired US Legal Aid for their customer service.

On 09/23/13, I spoke to Ms. Jane Meixner at Chase Bank and she advised me that the debt has been forgiven and there was no record of LW attempting to negotiate and offer. The contract I signed has a guarantee that LW would obtain settlement offers from both banks with in the 36 month which was not done. As of August 2013, my account has been turned over to a company called US Legal Aid which is another debt consulting company. I contacted US Legal Aid about refunding the \$1600.00 that LW was supposed to refund to me and they refused. I also filed a complaint with the Florida Attorney General's Office and the Florida Dept. of Agriculture. The Florida Dept. of Agriculture sent me a letter stating that they did attempted to contact Lloyd Ward but they refused to cooperate. If needed I can send a copy of the electronic contract I signed.

Thank you for any assistance in this matter.

Ivan L. Haylock Jr

V. HOW DID YOU LEARN ABOUT THE STATE BAR OF TEXAS' ATTORNEY GRIEVANCE PROCESS?

<input type="checkbox"/> Yellow Pages	<input type="checkbox"/> CAAP
<input type="checkbox"/> Internet	<input checked="" type="checkbox"/> Attorney
<input type="checkbox"/> Other	<input type="checkbox"/> Website

VI. ATTORNEY-CLIENT PRIVILEGE WAIVER

I hereby expressly waive any attorney-client privilege as to the attorney, the subject of this grievance, and authorize such attorney to reveal any information in the professional relationship to the Office of Chief Disciplinary Counsel of the State Bar of Texas.

I understand that the Office of Chief Disciplinary Counsel maintains as confidential the processing of Grievances.

Signature: _____ Electronically Signed _____ Date: _____ 03/11/2014

TO ENSURE PROMPT ATTENTION, THE GRIEVANCE SHOULD BE MAILED TO:

**THE OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
P.O. Box 13287
Austin, Texas 78711**

NO. 201401402

COMMISSION FOR LAWYER
DISCIPLINE§
§
§
§
§
§

EVIDENTIARY PANEL

v.

OF DISTRICT 06

LLOYD EUGENE WARD

GRIEVANCE COMMITTEE

**PETITIONER'S SECOND SUPPLEMENTAL
RESPONSE TO RESPONDENT'S
REQUEST FOR DISCLOSURE**

To: Respondent Lloyd Eugene Ward, 8111 LBJ Freeway, Suite 395, Dallas, Texas 75251

COMES NOW, Petitioner, Commission for Lawyer Discipline, Office of the Chief Disciplinary Counsel, State Bar of Texas, and pursuant to Texas Rule of Disciplinary Procedure 2.17(D), serves this, its Response to Respondent's Request for Disclosure as follows:

1. The correct names of the parties:

RESPONSE: Lloyd Eugene Ward-Respondent

Commission for Lawyer Discipline, a standing committee of the State Bar of Texas-Petitioner

2. In general, the factual bases of the Petitioner's claims:

RESPONSE: Petitioner contends that Respondent has failed to comply with all the terms and conditions of Rules 1.01(b)(1) and 1.02(a)(2) of the Texas Disciplinary Rules of Professional Conduct by:

Neglecting the legal matter that Ivan L. Haylock, Jr. (Haylock) entrusted to Respondent, specifically by failing to negotiate Haylock's debt with Chase Bank. (Rule 1.01(b)(1) of the Texas Disciplinary Rules of Professional Conduct)

Failing to abide by Haylock's decision whether to accept an offer of settlement of Haylock's matter, specifically by settling Haylock's debt with Citibank for an amount that was greater than the amount authorized.

3. The name, address and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with this disciplinary proceeding:

RESPONSE: Ivan L. Haylock, Jr.
4711 South Himes Avenue, Number 705
Tampa, Florida 33611
(813) 405-4635

Mr. Haylock has knowledge about the December 10, 2010 Authorization for Debt Negotiation that he signed granting Respondent the authority to negotiate his debt with both Chase Bank and Citibank, the debt that Respondent settled with Citibank for an amount greater than the amount authorized and Respondent's failure to engage in any negotiations regarding Haylock's debt with Chase Bank.

Lloyd Eugene Ward
8330 LBJ Freeway, Suite 400
Dallas, Texas 75243
(214) 736-1846

Respondent has knowledge about the December 10, 2010 Authorization for Debt Negotiation that Ivan L. Haylock, Jr. signed granting Respondent the authority to negotiate Haylock's debt with both Chase Bank and Citibank, the debt that Respondent settled with Citibank for an amount greater than the amount authorized and Respondent's failure to engage in any negotiations regarding Haylock's debt with Chase Bank.

Lloyd Regner
12655 N. Central Expressway, Suite 800
Dallas, Texas 75243
(214) 736-1846

Mr. Regner has knowledge about the relationship between Respondent/Respondent's law firm and the Debt Answer generally and as it relates to Ivan Haylock, Jr. and his account.

Charles William Branham, III
3900 Elm Street
Dallas, Texas 75226
(214) 722-5990

Mr. Branham has knowledge about Respondent and his debt negotiation business.

Flynn LaVrar
Zakheim and LaVrar, P.A.
133 South University Drive, Second Floor
Plantation, Florida 33324
(954) 735 4455

Mr. LaVrar has knowledge about the debt negotiated by Respondent/Respondent's law firm on behalf of Ivan Haylock, Jr.

Ronald M. Simon
1001 Brickell Bay Drive, Suite 2908
Miami, Florida 33131
(305) 375-6500

Mr. Simon has knowledge about the transfer of the debt negotiation/settlement component of his law firm to Respondent's law firm for The Debt Answer clients.

Kenneth Kirkland
Investigator
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Mr. Kirkland may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent and the fees, costs and expenses incurred while this case was in the investigation stage.

Donna Tipotsch
Assistant Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Tipotsch may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent and the fees, costs and expenses incurred while the case was in the investigation stage.

Lisa M. Holt
Assistant Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Holt may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent and the fees, costs and expenses incurred by the Petitioner in prosecuting this disciplinary action.

Brittany Paynton
Legal Assistant
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Paynton may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent, and the fees, costs and expenses incurred by the Petitioner in prosecuting this disciplinary action.

4. For any testifying expert, the expert's name, address and telephone number; subject matter on which the expert will testify, and the general substance of the expert's mental impressions and opinions and a brief summary of the basis of them:

RESPONSE: Lisa M. Holt
Assistant Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Holt will testify about the attorney's fees, expenses, and costs incurred by the Commission for Lawyer Discipline in the prosecution of this matter and that they are reasonable and necessary. Ms. Holt will testify that the hourly rate charged by Ms. Holt is consistent with Ms. Holt's skill and experience level and is reasonable in Dallas County. Ms. Holt's hourly rate is \$250.00 per hour.

Because the amount of attorney's fees, costs and expenses will change constantly until after the final trial or hearing, it is impossible to set out in this discovery response the total amount of attorney's fees, expenses, and costs that the Commission for Lawyer Discipline will incur in the prosecution of this matter.

Ms. Holt's resume was produced along with these original disclosure responses.

5. Any witness statements:

RESPONSE:

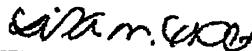
Petitioner is in possession of the complaint and any rebuttals filed by Ivan L. Haylock, Jr. These documents have been furnished to Respondent.

Respectfully submitted,

Linda A. Acevedo
Chief Disciplinary Counsel

Lisa M. Holt
Assistant Disciplinary Counsel

Office of the Chief Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900 Telephone
(972) 383-2935 Facsimile
lholt@texasbar.com E-Mail Address




Lisa M. Holt
State Bar Card No. 24026068

ATTORNEYS FOR PETITIONER

Certificate of Service

I hereby certify that a true and correct copy of the Petitioner's Second Supplemental Response to Respondent's Request for Disclosure was sent to Respondent Lloyd Eugene Ward, 8330 LBJ Freeway, Suite 400, Dallas, Texas 75243, on this the 9th day of April 2015, via facsimile number (214) 736-1833 and e-mail at lward@lloydward.com.



Lisa M. Holt

STATE BAR OF TEXAS



Office of the Chief Disciplinary Counsel

FAX TRANSMITTAL PAGE

Date: April 9, 2015

Fax number: (214) 736-1833

Number of pages to follow this page: 5

To: Lloyd Eugene Ward

From: Lisa M. Holt

Re: CFLD v. Lloyd Eugene Ward (201401402 Ivan Haylock, Jr.-Lloyd Eugene Ward)

Comments: Please find attached Petitioner's Second Supplemental Response to Respondent's Request for Disclosure.

If you do not receive legible copies of all pages, please call Lisa at (972) 383-2902.

CONFIDENTIAL

Important: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law, and is intended for the lawful use of the individual or entity named above only. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution, or copying of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone (collect if necessary) and return the original message to us at the address below via U.S. mail. Thank you for your cooperation.

The Princeton, 14651 Dallas Parkway, Suite 925, Dallas, Texas 75254
(972) 383-2900 Telephone (972) 383-2935 Facsimile

STATE BAR OF TEXAS



Office of the Chief Disciplinary Counsel

March 31, 2014

Sent Via CMRRR#: 7013 0600 0002 0778 7367

Mr. Lloyd Eugene Ward
12655 North Central Expressway
Suite 1000
Dallas, TX 75243-1714

Re: 201401402 - Ivan L Haylock - Lloyd Eugene Ward

Dear Mr. Ward:

The Office of Chief Disciplinary Counsel has received the above-referenced Grievance, a copy of which is enclosed with this notice. This office has examined the Grievance and determined that the information provided alleges Professional Misconduct. Pursuant to the Texas Rules of Disciplinary Procedure, this matter has been classified as a Complaint.

Please advise this office immediately if you are represented in this matter by an attorney.

You must furnish to this office a written response to the Complaint within thirty (30) days of receipt of this notice. The response should address specifically each allegation contained in the Complaint, and should further provide all information and documentation necessary for a determination of Just Cause as defined in the Texas Rules of Disciplinary Procedure. **Pursuant to Rule 2.10 of the Texas Rules of Disciplinary Procedure, you are required to provide a copy of your response directly to the Complainant.**

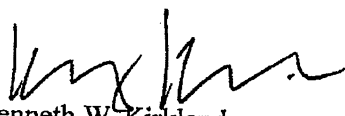
Pursuant to Rules 8.01(b) and 8.04(a)(8) of the Texas Disciplinary Rules of Professional Conduct, failure or refusal to timely furnish a response or other information requested by the Chief Disciplinary Counsel, without timely asserting legal grounds to do so, constitutes Professional Misconduct.

The Office of Chief Disciplinary Counsel maintains as confidential Disciplinary Proceedings, except that the pendency, subject matter, and status of a Disciplinary Proceeding may be disclosed by the Chief Disciplinary Counsel if the Respondent has waived confidentiality or the Disciplinary Proceeding is based upon conviction of a serious crime. The Chief Disciplinary Counsel may provide appropriate information, including the response, to law enforcement agencies, under Rule 6.08 of the Texas Rules of Disciplinary Procedure.

**The Princeton Building, 14651 Dallas Parkway, Suite 925, Dallas, Texas 75254
(972) 383-2900, (972) 383-2935 (FAX)**

You will be notified in writing of further proceedings in this matter.

Sincerely,



Kenneth W. Kirkland
Investigator

KWK/mh

RECEIVED

OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
STATE BAR OF TEXAS
GRIEVANCE FORM



03/11/2014

I. General Information

Before you fill out this paperwork, there may be a faster way to resolve the issue you are currently having with an attorney.

If you are considering filing a grievance against a Texas attorney for any of the following reasons:

- You believe your attorney is neglecting your case.
- Your attorney does not return phone calls or keep you informed about the status of your case.
- You have fired your attorney but are having problems getting your file back from the attorney.

You may want to consider contacting the Client-Attorney Assistance Program (CAAP) at 1-800-932-1900.

CAAP was established by the State Bar of Texas to help people resolve these kinds of issues with attorneys quickly, without the filing of a formal grievance.

CAAP can resolve many problems without a grievance being filed by providing information, by suggesting various self-help options for dealing with the situation, or by contacting the attorney either by telephone or letter.

I have X I have not contacted the Client-Attorney Assistance Program.

NOTE: Please be sure to fill out each section completely. Do not leave any section blank. If you do not know the answer to any question, write "I don't know."

II. INFORMATION ABOUT YOU -- PLEASE KEEP CURRENT

TDCJ/SID #: _____

Name: Mr. Ivan Haylock, Jr

Immigration #: _____

Address: 4711 South Himes Avenue

City: Tampa State: FL Zip Code: 33611

2. Employer: Tampa General Hospital

Employer's Address: 1 Tampa General Circle

City: Tampa State: FL Zip Code: 33612

3. Telephone number: Residence: (813) 405-4635 Work: _____

Cell: _____

4. Email: ivanivan242@yahoo.com

5. Driver's License #: H420-412-67-294-0 Date of Birth: 08/14/67

6. Name, address, and telephone number of person who can always reach you.

Name: _____ Address: _____

Telephone: _____

7. Do you understand and write in the English language? Yes

If no, what is your primary language? _____

Who helped you prepare this form? _____

Will they be available to translate future correspondence during this process? _____

8. Are you a Judge? No

If yes, please provide Court, County, City, State: _____

III. INFORMATION ABOUT ATTORNEY

Note: Grievances are not accepted against law firms. You must specifically name the attorney against whom you are complaining. A separate grievance form must be completed for each attorney against whom you are complaining.

1. Attorney name: Lloyd Eugene Ward

Address: 12655 N. Central Expy. ste. #1000
Dallas TX. 75243-1714

2. Telephone number: Work: 972-361-0036 Home: _____ Other: _____

3. Have you or a member of your family filed a grievance about this attorney previously?

Yes: _____ No: _____ If "yes", please state its approximate date and outcome: _____

Have you or a member of your family ever filed an appeal with the Board of Disciplinary Appeals about this attorney?

Yes: ☒ No: ☐

If "yes", please state its approximate date and outcome:

4. Please check one of the following:

☒ This attorney was **hired** to represent me.
☐ This attorney was **appointed** to represent me.
☐ This attorney was hired to represent someone else.

Please give the date the attorney was hired or appointed. 08/2009

Please state what the attorney was hired or appointed to do.

Debt settlement

5. What was your fee arrangement with the attorney? monthly payments

How much did you pay the attorney? \$8106.30

If you signed a contract and have a copy, please attach.

If you have copies of checks and/or receipts, please attach.

Do not send originals.

6. If you did not hire the attorney, what is your connection with the attorney? Explain briefly

7. Are you currently represented by an attorney?

No

If yes, please provide information about your current attorney:

8. Do you claim the attorney has an impairment, such as depression or a substance use disorder? If yes, please provide specifics (your personal observations of the attorney such as slurred speech, odor of alcohol, ingestion of alcohol or drugs in your presence etc., including the date you observed this, the time of day, and location).

No

9. Did the attorney ever make any statements or admissions to you or in your presence that would indicate that the attorney may be experiencing an impairment, such as depression or a substance use disorder? If so, please provide details.

IV. INFORMATION ABOUT YOUR GRIEVANCE

1. Where did the activity you are complaining about occur?

County: Dallas City: Dallas

2. If your grievance is about a lawsuit, answer the following, if known:

a. Name of court: _____

b. Title of the suit: _____

c. Case number and date suit was filed: _____

d. If you are not a party to this suit, what is your connection with it? Explain briefly.

If you have copies of court documents, please attach.

3. Explain in detail why you think this attorney has done something improper or has failed to do something which should have been done. Attach additional sheets of paper if necessary.

If you have copies of letters or other documents you believe are relevant to your grievance, please attach. Do not send originals, as they will not be returned. Additionally, please do not use staples, post-it notes, or binding.

Include the names, addresses, and telephone number of all persons who know something about your grievance.

Also, please be advised that a copy of your grievance will be forwarded to the attorney named in your grievance.

March 11, 2014

RE: Lloyd Ward & Associates & The Debt Answer

12655 N Central Expy #1000

Dallas, TX 75243

Phone: (972) 361-0036

Website: www.lloydward.com

Transaction Date: 8/15/2009

Amount Paid: 25500.00

Subject: Consumer fraud.

In August 2009, I contacted The Debt Answer & Lloyd Ward & Associates to negotiate a settlement for Chase and Citi Bank credit card debt in the amount of \$43000.00. The contract terms were to make 36 monthly payments in the amount of \$710.00 into a trust fund that would total \$25500.00.

The fees and service charges were based on the total amount of debt. In turn, per contract, they were to would negotiate a settlement offer in the time frame of the 36 months. If both offers were not negotiated in the time frame, Lloyd Ward & Associates was to refund approximately \$1600.00 in service charges. Lloyd Ward & Associates did settle the Citi Bank debt at \$15000.00 which was \$5000.00 more than was budgeted and left the trust fund with insufficient funds to negotiate the Chase debt. LW never negotiated the Chase account and refused to refund the \$1600.00 in service fees.

After all the attorney fees and service charges there was only \$400.00 remaining in the trust fund to settle the \$18000.00 debt I owed Chase Bank. There should have been at least \$5000.00 remaining to negotiate the Chase debt. The remaining \$400.00 was refunded to me. During the 36 month contract Lloyd Ward fired The Debt Answer and hired US Legal Aid for their customer service.

On 09/23/13, I spoke to Ms. Jane Meixner at Chase Bank and she advised me that the debt has been forgiven and there was no record of LW attempting to negotiate and offer. The contract I signed has a guarantee that LW would obtain settlement offers from both banks with in the 36 month which was not done. As of August 2013, my account has been turned over to a company called US Legal Aid which is another debt consulting company. I contacted US Legal Aid about refunding the \$1600.00 that LW was supposed to refund to me and they refused. I also filed a complaint with the Florida Attorney General's Office and the Florida Dept. of Agriculture. The Florida Dept. of Agriculture sent me a letter stating that they did attempted to contact Lloyd Ward but they refused to cooperate. If needed I can send a copy of the electronic contract I signed.

Thank you for any assistance in this matter.

Ivan L. Haylock Jr

V. **HOW DID YOU LEARN ABOUT THE STATE BAR OF TEXAS' ATTORNEY GRIEVANCE PROCESS?**

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Yellow Pages | <input type="checkbox"/> CAAP |
| <input type="checkbox"/> Internet | <input checked="" type="checkbox"/> Attorney |
| <input type="checkbox"/> Other | <input type="checkbox"/> Website |

VI. ATTORNEY-CLIENT PRIVILEGE WAIVER

I hereby expressly waive any attorney-client privilege as to the attorney, the subject of this grievance, and authorize such attorney to reveal any information in the professional relationship to the Office of Chief Disciplinary Counsel of the State Bar of Texas.

I understand that the Office of Chief Disciplinary Counsel maintains as confidential the processing of Grievances.

Signature: Electronically Signed Date: 03/11/2014

TO ENSURE PROMPT ATTENTION, THE GRIEVANCE SHOULD BE MAILED TO:

**THE OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
P.O. Box 13287
Austin, Texas 78711**

NO. 201401402

COMMISSION FOR LAWYER
DISCIPLINE§
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EVIDENTIARY PANEL

v.

OF DISTRICT 06

LLOYD EUGENE WARD

GRIEVANCE COMMITTEE

**PETITIONER'S SECOND SUPPLEMENTAL
RESPONSE TO RESPONDENT'S
REQUEST FOR DISCLOSURE**

To: Respondent Lloyd Eugene Ward, 8111 LBJ Freeway, Suite 395, Dallas, Texas 75251

COMES NOW, Petitioner, Commission for Lawyer Discipline, Office of the Chief Disciplinary Counsel, State Bar of Texas, and pursuant to Texas Rule of Disciplinary Procedure 2.17(D), serves this, its Response to Respondent's Request for Disclosure as follows:

1. The correct names of the parties:

RESPONSE: Lloyd Eugene Ward-Respondent

Commission for Lawyer Discipline, a standing committee of the State Bar of Texas-Petitioner

2. In general, the factual bases of the Petitioner's claims:

RESPONSE: Petitioner contends that Respondent has failed to comply with all the terms and conditions of Rules 1.01(b)(1) and 1.02(a)(2) of the Texas Disciplinary Rules of Professional Conduct by:

Neglecting the legal matter that Ivan L. Haylock, Jr. (Haylock) entrusted to Respondent, specifically by failing to negotiate Haylock's debt with Chase Bank. (Rule 1.01(b)(1) of the Texas Disciplinary Rules of Professional Conduct)

Failing to abide by Haylock's decision whether to accept an offer of settlement of Haylock's matter, specifically by settling Haylock's debt with Citibank for an amount that was greater than the amount authorized.

3. The name, address and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with this disciplinary proceeding:

RESPONSE: Ivan L. Haylock, Jr.
4711 South Himes Avenue, Number 705
Tampa, Florida 33611
(813) 405-4635

Mr. Haylock has knowledge about the December 10, 2010 Authorization for Debt Negotiation that he signed granting Respondent the authority to negotiate his debt with both Chase Bank and Citibank, the debt that Respondent settled with Citibank for an amount greater than the amount authorized and Respondent's failure to engage in any negotiations regarding Haylock's debt with Chase Bank.

Lloyd Eugene Ward
8330 LBJ Freeway, Suite 400
Dallas, Texas 75243
(214) 736-1846

Respondent has knowledge about the December 10, 2010 Authorization for Debt Negotiation that Ivan L. Haylock, Jr. signed granting Respondent the authority to negotiate Haylock's debt with both Chase Bank and Citibank, the debt that Respondent settled with Citibank for an amount greater than the amount authorized and Respondent's failure to engage in any negotiations regarding Haylock's debt with Chase Bank.

Lloyd Regner
12655 N. Central Expressway, Suite 800
Dallas, Texas 75243
(214) 736-1846

Mr. Regner has knowledge about the relationship between Respondent/Respondent's law firm and the Debt Answer generally and as it relates to Ivan Haylock, Jr. and his account.

Charles William Branham, III
3900 Elm Street
Dallas, Texas 75226
(214) 722-5990

Mr. Branham has knowledge about Respondent and his debt negotiation business.

Flynn LaVrar
Zakheim and LaVrar, P.A.
133 South University Drive, Second Floor
Plantation, Florida 33324
(954) 735 4455

Mr. LaVrar has knowledge about the debt negotiated by Respondent/Respondent's law firm on behalf of Ivan Haylock, Jr.

Ronald M. Simon
1001 Brickell Bay Drive, Suite 2908
Miami, Florida 33131
(305) 375-6500

Mr. Simon has knowledge about the transfer of the debt negotiation/settlement component of his law firm to Respondent's law firm for The Debt Answer clients.

Kenneth Kirkland
Investigator
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Mr. Kirkland may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent and the fees, costs and expenses incurred while this case was in the investigation stage.

Donna Tipotsch
Assistant Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Tipotsch may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent and the fees, costs and expenses incurred while the case was in the investigation stage.

Lisa M. Holt
Assistant Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Holt may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent and the fees, costs and expenses incurred by the Petitioner in prosecuting this disciplinary action.

Brittany Paynton
Legal Assistant
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Paynton may have knowledge about the complaint filed by Ivan L. Haylock, Jr. against the Respondent, and the fees, costs and expenses incurred by the Petitioner in prosecuting this disciplinary action.

4. For any testifying expert, the expert's name, address and telephone number; subject matter on which the expert will testify, and the general substance of the expert's mental impressions and opinions and a brief summary of the basis of them:

RESPONSE: Lisa M. Holt
Assistant Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900

Ms. Holt will testify about the attorney's fees, expenses, and costs incurred by the Commission for Lawyer Discipline in the prosecution of this matter and that they are reasonable and necessary. Ms. Holt will testify that the hourly rate charged by Ms. Holt is consistent with Ms. Holt's skill and experience level and is reasonable in Dallas County. Ms. Holt's hourly rate is \$250.00 per hour.

Because the amount of attorney's fees, costs and expenses will change constantly until after the final trial or hearing, it is impossible to set out in this discovery response the total amount of attorney's fees, expenses, and costs that the Commission for Lawyer Discipline will incur in the prosecution of this matter.

Ms. Holt's resume was produced along with these original disclosure responses.

5. Any witness statements:

RESPONSE:

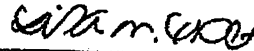
Petitioner is in possession of the complaint and any rebuttals filed by Ivan L. Haylock, Jr. These documents have been furnished to Respondent.

Respectfully submitted,

Linda A. Acevedo
Chief Disciplinary Counsel

Lisa M. Holt
Assistant Disciplinary Counsel

Office of the Chief Disciplinary Counsel
State Bar of Texas
The Princeton
14651 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900 Telephone
(972) 383-2935 Facsimile
lholt@texasbar.com E-Mail Address

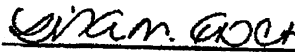


Lisa M. Holt
State Bar Card No. 24026068

ATTORNEYS FOR PETITIONER

Certificate of Service

I hereby certify that a true and correct copy of the Petitioner's Second Supplemental Response to Respondent's Request for Disclosure was sent to Respondent Lloyd Eugene Ward, 8330 LBJ Freeway, Suite 400, Dallas, Texas 75243, on this the 9th day of April 2015, via facsimile number (214) 736-1833 and e-mail at lward@lloydward.com.



Lisa M. Holt

STATE BAR OF TEXAS



Office of the Chief Disciplinary Counsel

FAX TRANSMITTAL PAGE

Date: April 9, 2015

Fax number: (214) 736-1833

Number of pages to follow this page: 5

To: Lloyd Eugene Ward

From: Lisa M. Holt

Re: CFLD v. Lloyd Eugene Ward (201401402 Ivan Haylock, Jr.-Lloyd Eugene Ward)

Comments: Please find attached Petitioner's Second Supplemental Response to Respondent's Request for Disclosure.

If you do not receive legible copies of all pages, please call Lisa at (972) 383-2902.

CONFIDENTIAL

Important: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law, and is intended for the lawful use of the individual or entity named above only. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution, or copying of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone (collect if necessary) and return the original message to us at the address below via U.S. mail. Thank you for your cooperation.

The Princeton, 14651 Dallas Parkway, Suite 925, Dallas, Texas 75254

(972) 383-2900 Telephone (972) 383-2935 Facsimile

STATE BAR OF TEXAS



Office of the Chief Disciplinary Counsel

March 31, 2014

Sent Via CMRRR#: 7013 0600 0002 0778 7367

Mr. Lloyd Eugene Ward
12655 North Central Expressway
Suite 1000
Dallas, TX 75243-1714

Re: 201401402 - Ivan L Haylock - Lloyd Eugene Ward

Dear Mr. Ward:

The Office of Chief Disciplinary Counsel has received the above-referenced Grievance, a copy of which is enclosed with this notice. This office has examined the Grievance and determined that the information provided alleges Professional Misconduct. Pursuant to the Texas Rules of Disciplinary Procedure, this matter has been classified as a Complaint.

Please advise this office immediately if you are represented in this matter by an attorney.

You must furnish to this office a written response to the Complaint within thirty (30) days of receipt of this notice. The response should address specifically each allegation contained in the Complaint, and should further provide all information and documentation necessary for a determination of Just Cause as defined in the Texas Rules of Disciplinary Procedure. **Pursuant to Rule 2.10 of the Texas Rules of Disciplinary Procedure, you are required to provide a copy of your response directly to the Complainant.**

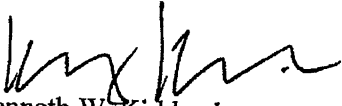
Pursuant to Rules 8.01(b) and 8.04(a)(8) of the Texas Disciplinary Rules of Professional Conduct, failure or refusal to timely furnish a response or other information requested by the Chief Disciplinary Counsel, without timely asserting legal grounds to do so, constitutes Professional Misconduct.

The Office of Chief Disciplinary Counsel maintains as confidential Disciplinary Proceedings, except that the pendency, subject matter, and status of a Disciplinary Proceeding may be disclosed by the Chief Disciplinary Counsel if the Respondent has waived confidentiality or the Disciplinary Proceeding is based upon conviction of a serious crime. The Chief Disciplinary Counsel may provide appropriate information, including the response, to law enforcement agencies, under Rule 6.08 of the Texas Rules of Disciplinary Procedure.

The Princeton Building, 14651 Dallas Parkway, Suite 925, Dallas, Texas 75254
(972) 383-2900, (972) 383-2935 (FAX)

You will be notified in writing of further proceedings in this matter.

Sincerely,



Kenneth W. Kirkland
Investigator

KWK/mh

RECEIVED

OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
STATE BAR OF TEXAS
GRIEVANCE FORM



03/11/2014

I. General Information

Before you fill out this paperwork, there may be a faster way to resolve the issue you are currently having with an attorney.

If you are considering filing a grievance against a Texas attorney for any of the following reasons:

- You believe your attorney is neglecting your case.
- Your attorney does not return phone calls or keep you informed about the status of your case.
- You have fired your attorney but are having problems getting your file back from the attorney.

You may want to consider contacting the Client-Attorney Assistance Program (CAAP) at 1-800-932-1900.

CAAP was established by the State Bar of Texas to help people resolve these kinds of issues with attorneys quickly, without the filing of a formal grievance.

CAAP can resolve many problems without a grievance being filed by providing information, by suggesting various self-help options for dealing with the situation, or by contacting the attorney either by telephone or letter.

I have X I have not contacted the Client-Attorney Assistance Program.

NOTE: Please be sure to fill out each section completely. Do not leave any section blank. If you do not know the answer to any question, write "I don't know."

II. INFORMATION ABOUT YOU -- PLEASE KEEP CURRENT

TDCJ/SID #: _____

Name: Mr. Ivan Haylock, Jr

Immigration #: _____

Address: 4711 South Himes Avenue

City: Tampa State: FL Zip Code: 33611

2. Employer: Tampa General Hospital

Employer's Address: 1 Tampa General Circle

City: Tampa State: FL Zip Code: 33612

3. Telephone number: Residence: (813) 405-4635 Work: _____

Cell: _____

4. Email: ivanivan242@yahoo.com

5. Driver's License #: H420-412-67-294-0 Date of Birth: 08/14/67

6. Name, address, and telephone number of person who can always reach you.

Name: _____ Address: _____
Telephone: _____

7. Do you understand and write in the English language? Yes

If no, what is your primary language? _____

Who helped you prepare this form? _____

Will they be available to translate future correspondence during this process? _____

8. Are you a Judge? No

If yes, please provide Court, County, City, State: _____

III. INFORMATION ABOUT ATTORNEY

Note: Grievances are not accepted against law firms. You must specifically name the attorney against whom you are complaining. A separate grievance form must be completed for each attorney against whom you are complaining.

1. Attorney name: Lloyd Eugene Ward

Address: 12655 N. Central Expy. ste. #1000
Dallas TX. 75243-1714

2. Telephone number: Work: 972-361-0036 Home: _____ Other: _____

3. Have you or a member of your family filed a grievance about this attorney previously?

Yes: _____ No: _____ If "yes", please state its approximate date and outcome:

Have you or a member of your family ever filed an appeal with the Board of Disciplinary Appeals about this attorney?

Yes: ☒ X No:

If "yes", please state its approximate date and outcome:

4. Please check one of the following:

☒ X This attorney was **hired** to represent me.
☐ This attorney was **appointed** to represent me.
☐ This attorney was hired to represent **someone else**.

Please give the date the attorney was hired or appointed. 08/2009

Please state what the attorney was hired or appointed to do.

Debt settlement

5. What was your fee arrangement with the attorney? monthly payments

How much did you pay the attorney? \$8106.30

If you signed a contract and have a copy, please attach.

If you have copies of checks and/or receipts, please attach.

Do not send originals.

6. If you did not hire the attorney, what is your connection with the attorney? Explain briefly

7. Are you currently represented by an attorney?

No

If yes, please provide information about your current attorney:

8. Do you claim the attorney has an impairment, such as depression or a substance use disorder? If yes, please provide specifics (your **personal** observations of the attorney such as slurred speech, odor of alcohol, ingestion of alcohol or drugs in your presence etc., including the date you observed this, the time of day, and location).

No

9. Did the attorney ever make any statements or admissions to you or in your presence that would indicate that the attorney may be experiencing an impairment, such as depression or a substance use disorder? If so, please provide details.

IV. INFORMATION ABOUT YOUR GRIEVANCE

1. Where did the activity you are complaining about occur?

County: Dallas City: Dallas

2. If your grievance is about a lawsuit, answer the following, if known:

a. Name of court: _____

b. Title of the suit: _____

c. Case number and date suit was filed: _____

d. If you are not a party to this suit, what is your connection with it? Explain briefly.

If you have copies of court documents, please attach.

3. Explain in detail why you think this attorney has done something improper or has failed to do something which should have been done. Attach additional sheets of paper if necessary.

If you have copies of letters or other documents you believe are relevant to your grievance, please attach. Do not send originals, as they will not be returned. Additionally, please do not use staples, post-it notes, or binding.

Include the names, addresses, and telephone number of all persons who know something about your grievance.

Also, please be advised that a copy of your grievance will be forwarded to the attorney named in your grievance.

March 11, 2014

RE: Lloyd Ward & Associates & The Debt Answer

12655 N Central Expy #1000

Dallas, TX 75243

Phone: (972) 361-0036

Website: www.lloydward.com

Transaction Date: 8/15/2009

Amount Paid: 25500.00

Subject: Consumer fraud.

In August 2009, I contacted The Debt Answer & Lloyd Ward & Associates to negotiate a settlement for Chase and Citi Bank credit card debt in the amount of \$43000.00. The contract terms were to make 36 monthly payments in the amount of \$710.00 into a trust fund that would total \$25500.00.

The fees and service charges were based on the total amount of debt. In turn, per contract, they were to would negotiate a settlement offer in the time frame of the 36 months. If both offers were not negotiated in the time frame, Lloyd Ward & Associates was to refund approximately \$1600.00 in service charges. Lloyd Ward & Associates did settle the Citi Bank debt at \$15000.00 which was \$5000.00 more than was budgeted and left the trust fund with insufficient funds to negotiate the Chase debt. LW never negotiated the Chase account and refused to refund the \$1600.00 in service fees.

After all the attorney fees and service charges there was only \$400.00 remaining in the trust fund to settle the \$18000.00 debt I owed Chase Bank. There should have been at least \$5000.00 remaining to negotiate the Chase debt. The remaining \$400.00 was refunded to me. During the 36 month contract Lloyd Ward fired The Debt Answer and hired US Legal Aid for their customer service.

On 09/23/13, I spoke to Ms. Jane Meixner at Chase Bank and she advised me that the debt has been forgiven and there was no record of LW attempting to negotiate and offer. The contract I signed has a guarantee that LW would obtain settlement offers from both banks with in the 36 month which was not done. As of August 2013, my account has been turned over to a company called US Legal Aid which is another debt consulting company. I contacted US Legal Aid about refunding the \$1600.00 that LW was supposed to refund to me and they refused. I also filed a complaint with the Florida Attorney General's Office and the Florida Dept. of Agriculture. The Florida Dept. of Agriculture sent me a letter stating that they did attempted to contact Lloyd Ward but they refused to cooperate. If needed I can send a copy of the electronic contract I signed.

Thank you for any assistance in this matter.

Ivan L. Haylock Jr

V. HOW DID YOU LEARN ABOUT THE STATE BAR OF TEXAS' ATTORNEY GRIEVANCE PROCESS?

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Yellow Pages | <input type="checkbox"/> CAAP |
| <input type="checkbox"/> Internet | <input checked="" type="checkbox"/> Attorney |
| <input type="checkbox"/> Other | <input type="checkbox"/> Website |

VI. ATTORNEY-CLIENT PRIVILEGE WAIVER

I hereby expressly waive any attorney-client privilege as to the attorney, the subject of this grievance, and authorize such attorney to reveal any information in the professional relationship to the Office of Chief Disciplinary Counsel of the State Bar of Texas.

I understand that the Office of Chief Disciplinary Counsel maintains as confidential the processing of Grievances.

Signature: Electronically Signed Date: 03/11/2014

TO ENSURE PROMPT ATTENTION, THE GRIEVANCE SHOULD BE MAILED TO:

**THE OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
P.O. Box 13287
Austin, Texas 78711**

**BEFORE THE DISTRICT 6 GRIEVANCE COMMITTEE
EVIDENTIARY PANEL 2
STATE BAR OF TEXAS**

**COMMISSION FOR LAWYER
DISCIPLINE,
Petitioner**

v.

**LLOYD EUGENE WARD,
Respondent**

§
§
§
§
§
§
§

CASE NO. 201401402

JUDGMENT OF PUBLIC REPRIMAND

Parties and Appearance

On August 3, 2017, came to be heard the above-styled and numbered cause. Petitioner, Commission for Lawyer Discipline, appeared by and through its attorney of record and announced ready. Respondent, LLOYD EUGENE WARD (Respondent), Texas Bar Number 20845100, appeared in person and announced ready.

Jurisdiction and Venue

The Evidentiary Panel 2, having been duly appointed to hear this complaint by the chair of the Grievance Committee for State Bar of Texas District 6, finds that it has jurisdiction over the parties and the subject matter of this action and that venue is proper.

Professional Misconduct

The Evidentiary Panel, having considered all of the pleadings, evidence, stipulations and argument, finds Respondent has committed Professional Misconduct as defined by Rule 1.06(W) of the Texas Rules of Disciplinary Procedure.

Findings of Fact

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

1. Respondent is an attorney licensed to practice law in Texas and is a member of the State Bar of Texas.
2. Respondent resides in and maintains his principal place of practice in Dallas County, Texas.
3. In August 2009, Ivan L. Haylock, Jr. (Haylock) enrolled in a debt settlement program with The Debt Answer. The Debt Answer subsequently hired Respondent's law firm to negotiate debt on behalf of its debt settlement clients. Respondent engaged in conduct involving dishonesty, fraud, deceit and/or misrepresentation in the course of handling various debt settlement matters for these clients.
4. The Chief Disciplinary Counsel of the State Bar of Texas has incurred reasonable attorney's fees associated with this Disciplinary Proceeding in the amount of Two Thousand Three Hundred Twenty-Five Dollars and No Cents (\$2,325.00).
5. The Chief Disciplinary Counsel of the State Bar of Texas has incurred direct expenses associated with this Disciplinary Proceeding in the amount of One Thousand Three Hundred Six Dollars and Seventy-Eight Cents (\$1,306.78).

Conclusions of Law

The Evidentiary Panel concludes that, based on foregoing findings of fact, the following Texas Disciplinary Rule of Professional Conduct has been violated: Rule 8.04(a)(3).

Sanction

The Evidentiary Panel, having found Respondent has committed Professional Misconduct, heard and considered additional evidence regarding the appropriate sanction to be imposed against Respondent. After hearing all evidence and argument and after having considered the factors in Rule 2.18 of the Texas Rule of Disciplinary Procedure, the Evidentiary Panel finds that the proper discipline of the Respondent for each act of Professional Misconduct is a Public Reprimand.

Accordingly, it is ORDERED, ADJUDGED and DECREED that a Public Reprimand

be imposed against Respondent in accordance with the Texas Rules of Disciplinary Procedure. The Evidentiary Panel finds that the sanction imposed against Respondent is the appropriate sanction for the violation set forth in this judgment.

Attorney's Fees and Expenses

It is further ORDERED Respondent shall pay all reasonable and necessary attorney's fees to the State Bar of Texas in the amount of Two Thousand Three Hundred Twenty-Five Dollars and No Cents (\$2,325.00). The payment shall be due and payable on or before October 31, 2017, and shall be made by certified or cashier's check or money order. Respondent shall forward the funds, made payable to the State Bar of Texas, to the Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, TX 78711-2487 (1414 Colorado St., Austin, TX 78701).

It is further ORDERED Respondent shall pay all direct expenses to the State Bar of Texas in the amount of One Thousand Three Hundred Six Dollars and Seventy-Eight Cents (\$1,306.78). The payment shall be due and payable on or before October 31, 2017, and shall be made by certified or cashier's check or money order. Respondent shall forward the funds, made payable to the State Bar of Texas, to the Chief Disciplinary Counsel's Office, P.O. Box 12487, Austin, TX 78711-2487 (1414 Colorado St., Austin, TX 78701).

It is further ORDERED that all amounts ordered herein are due to the misconduct of Respondent, are assessed as a part of the sanction in accordance with Rule 1.06(Z) of the Texas Rules of Disciplinary Procedure. Any amount not paid shall accrue interest at the maximum legal rate per annum until paid and the State Bar of Texas shall have all writs and other post-judgment remedies against Respondent in order to collect all unpaid

amounts.

Publication

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

Other Relief

All requested relief not expressly granted herein is expressly DENIED.

SIGNED this _____ day of _____, 2017.

**EVIDENTIARY PANEL 2
DISTRICT NO. 6
STATE BAR OF TEXAS**

**Robert A. McClure, II
District 6, Panel 2 Presiding Member**

Reporter's Exhibits

**NoteWorld
Servicing Center****Sign-Up Agreement**

NoteWorld LLC dba NoteWorld Servicing Center, a Delaware limited liability company, ("NoteWorld") is in the business of providing transaction management and processing services and certain related services as an independent third party, such as receiving, processing and posting payments, holding such payments in a trust account, disbursing funds as authorized, and providing account and transaction information (collectively, the "Services").

Services. Customer appoints and authorizes NoteWorld to provide the Services related to Customer's contract with their debt settlement company (DSC) listed below, under which Customer has agreed to make payments toward an effort to pay off debt. NoteWorld is willing to provide the Services to Customer under the terms and conditions of the Signup Agreement.

NoteWorld Fees. Customer acknowledges, agrees to the fees and authorizes NoteWorld to charge for services according to the then current fee schedule.

Monthly Processing Fee	\$12.50	
Settlement Disbursement Fee		\$20.00

Other fees as required:

Return Item Fee*	\$20.00
Wire Transfer Fee	\$15.00
Stop Payment Fee	\$25.00
Check Copy Fee	\$25.00
Pay-by-Web Fee	\$11.50
Pay-by-Phone Fee	\$11.50

NoteWorld may change these fees at any time by giving Customer a thirty (30) day written notice.

Changes to Payment. Customer may change this Authorization with a minimum of 5 banking days notice by contacting NoteWorld through any of the following methods: E-MAIL: pas@noteworld.com; MAIL at: NoteWorld, PO Box 2236, Tacoma WA, 98401 or FAX: 877-830-3177.

Trust Account. Customer understands and agrees that NoteWorld will service its payments through NoteWorld's Trust Account into which Customer funds will be deposited and held by NoteWorld and disbursed in accordance with this Agreement. Customer acknowledges and agrees that the Trust Account is non-interest bearing. Customer acknowledges and agrees that NoteWorld's trust account may be located in Washington or any other states of its choice.

Account Information. Customer understands and agrees its DSC will be given access to view its account information and that NoteWorld may send notices to their DSC with this account information.

Electronic Communication. Customer agrees that all disclosures, communications and required receipts for account activity related to the Services and this Agreement may be distributed by electronic mail or one of NoteWorld's web sites. Customer acknowledges that he/she is able to electronically receive, download and print such disclosures, communications and receipts. If Customer is unable to receive, download or print these, Customer will notify NoteWorld and NoteWorld will provide the disclosures, communications and receipts in accordance with applicable law.

Disbursements. Customer agrees that NoteWorld will disburse funds from the Account to pay his/her creditors upon receipt of a settlement letter from the Customer's DSC or their Creditor. Customer may approve or decline any disbursement to a creditor within 24 business hours of receipt of electronic notification of settlement. If Customer does not notify NoteWorld of decline of disbursement within 24 business hours, disbursement will be automatically approved by Customer and NoteWorld will proceed to satisfy the terms of the settlement that was negotiated by the Customer's DSC and the Customer may not thereafter revoke such approval. If Customer declines to disburse such settlement to creditor the Customer understands this could be a change to their debt settlement program and should notify his/her DSC for more information. Customer can opt out of future disbursements by contacting NoteWorld at any of the following methods:

E-MAIL: pas@noteworld.com; MAIL at: NoteWorld, PO Box 2236, Tacoma WA, 98401 or FAX: 877-830-3177.

Personal Information/Privacy. Customer understands that NoteWorld may share my account information with its depository institutions, its affiliates and any other party necessary to provide the Services; including the Customers DSC. Customer has been given opportunity to review the attached privacy policy and agrees to its terms.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION.

Customer Initials:

77

Customer 1

Customer 2



NoteWorld
Servicing Center

Sign-Up Agreement

DESIGNATED BANK ACCOUNT ACH DEBIT AUTHORIZATION (PLEASE PRINT)

Wachovia		063107513		1010145906618	
Bank Name		Bank Routing Number		Bank Account Number	
		\$705.64			
Bank Street Address		First Payment Amount (\$000.00)			
		9/21/2009			
City	State	Zip	First Payment Date (MM/DD/YYYY)		
Account Type	Savings	no	Checking		yes

CUSTOMER ACCOUNT SERVICES INFORMATION (PLEASE PRINT)

Customer 1					
HAYLOCK		IVAN		267-89-9034	
Last Name		First Name		Social Security Number	
		M.I.		Date of Birth	
5000 South Hines		(813) 805-7663			
Street Address		Phone Number			
Tampa		FL		ivanivan242@yahoo.com	
City		State		E-Mail Address	
		Zip			
The Debt Answer				8f8de18c-e7a5-4cbf-8a92-27a7b36a84b6	
Debt Settlement Company				Debt Settlement Company Account ID Number	
Customer 2					
				n/a	
Last Name		First Name		Social Security Number	
		M.I.		Date of Birth	

I authorize NoteWorld to initiate Automatic Clearing House (ACH) debits from my designated bank account at the financial institution identified above. I authorize NoteWorld to debit my designated bank account according to the schedule of debits provided to NoteWorld by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless otherwise indicated and that sufficient funds must be available in my designated account two (2) business days prior to the actual date of the debit (if the due date falls on a weekend or holiday, funds will be withdrawn the following business day). Upon my approval, NoteWorld may adjust the amount being debited from designated bank account. This authorization is to remain in force until the schedule of debits is completed or until NoteWorld has received written notification from me of a change or termination allowing no fewer than five (5) days for NoteWorld to act. NoteWorld may discontinue this service at its discretion after providing written notification 30 days in advance. NoteWorld shall not be required to provide advanced notice when advanced notice is impossible. NoteWorld is not liable to any person for not completing a transaction as a result of any limit on my designated bank account, or if a financial institution fails to honor any debit from such account. I understand that it is my responsibility to notify NoteWorld immediately if a scheduled debit does not occur. I authorize NoteWorld to recover funds in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds.

I acknowledge that the information above is accurate and true to the best of my knowledge.

B9803B58ACCE465...
Ivan HAYLOCK
DocuSigned By: IVAN HAYLOCK
Customer 1 Signature

8/27/2009

Date

Customer 2 Signature

8/27/2009

Date

Savings and Debt Negotiation Service Agreement

Client Correspondence to:
1001 Brickell Bay Drive Ste 1200 Miami, Florida 33131
Toll free: 866-446-0969
Fax: 305-402-0396

1. Parties: This Savings and Debt Negotiation Agreement (the "Agreement") is made as of 8/27/2009 between The Debt Answer, LLC a Texas Limited Liability Company ("TDA"), and IVAN HAYLOCK, ("Client").

2. Scope of Agreement: TDA or its assigned agents will assist Client in negotiating specified unsecured debts (the "Debts") for settlement in full. Client understands that TDA accepts only unsecured debts for reduction and that it is Client's responsibility to ensure that all Debts included in the TDA debt reduction program are unsecured. TDA or its assigned service provider will act as an intermediary between Client and Client's creditors (the "Creditors") for the express purpose of attempting to negotiate with creditors of Client with the intent of reducing Debts to an amount that will enable the Client to pay the reduced balance as full settlement of all debt. The Debts and Creditors for which TDA will provide services under this Agreement are listed in Exhibit A.

3. Not Included in Agreement: This Agreement covers only the Debts/Creditors listed in Exhibit A and only unsecured Debts owed to the Creditors as of the date of this Agreement. Should Client desire TDA to assist in resolving additional debts or debts arising after the date of this Agreement, Client has a six month period to add additional unsecured debt(s) at which time a recalculation of this Agreement and resolution of such additional debts would be subject to the terms of an amended Agreement. Client understands and agrees that TDA has not represented that it will advise or assist Client in the modification, improvement or correction of any credit entries contained on Client's credit reports. Client agrees that TDA does not claim to be able to improve Client's credit rating or credit report, nor remove any credit reference on Client's credit report and that TDA has no responsibility or obligation for any past, present or future credit rating assigned by any of the Creditors or for any information contained in any credit reporting service. Communications with creditors are handled on a case by case basis. In some instances creditors may not be contacted until several months after enrollment.

4. Guarantee of Services: TDA guarantees that it will, during the Client's plan period, attempt to negotiate a settlement offer from each of the Client's creditors. TDA bases their approximate savings on industry standards and makes no predictions, promises, or representations as to the outcome of its services or the time that it may take to reduce or eliminate Client's Debts and results may vary according to Client's unique situation. If TDA fails to provide a Settlement Offer from any Creditor, within the timeline in which Client has completed the program, TDA will refund the Service fee that was charged and received from Client for the portion of debt enrolled equal to that specific Creditor; provided that Client has saved the amount necessary for settlement.

5. Potential Consequences of Settlement Process: Most creditors and collectors negotiate with Debt Settlement Service Providers; TDA cannot force the negotiations and cannot force creditors to accept a settlement. TDA does not make ANY monthly payments to Client's creditors. Creditors may continue collection efforts on delinquent accounts while Client is enrolled in a Debt Settlement Program. Such collection efforts can include phone calls and letters to you, charging off the account, sending accounts to collection agencies or attorneys, lawsuits and even garnishments of your wages if a judgment has been obtained. TDA makes no claim that it will be able to stop these collection activities. These activities will likely continue while TDA is making its best efforts to negotiate your debt. Client has stated that, because of circumstances beyond Client's control (hardship), Client is unable to meet the minimum payments required by creditors. If required minimum payments to creditors are not made, Client may be breaking the terms of agreements with them and those actions will probably be reported to consumer reporting agencies as late, delinquent, charged-off or past due balances. Creditors may also raise the interest rate on accounts and impose other penalties. Account balance may continue to grow as creditor adds accrued interest, late fees, over limit fees and penalties. Balance may continue to grow until a settlement is reached with creditor; and, if negotiations are unsuccessful, Client could be called upon to pay the entire balance. After settlement Client's creditor may comment that the account was "settled for less than the full amount" on your credit report. A Debt Settlement Program may have an adverse effect on your credit report and credit score. When creditor settles your debt, a savings of \$600 or more off what Client owed may be reported by creditor to the IRS as Discharge of Indebtedness income. Client may wish to consult your tax advisor to determine whether Client's individual circumstances may permit Client to exclude any such Discharge of Indebtedness Income from reportable income due to insolvency. For more information on tax ramifications to Client personally Client may also wish to consult a CPA or Tax Attorney and to refer to the IRS website www.irs.gov IRS Publication 908- "Bankruptcy Tax Guide" and IRS Form 982, Reduction of Tax Attributes Due to Discharge of Indebtedness available on the IRS website.

6. Responsibilities of Client: Client will be responsible for saving sufficient funds that Client controls to fund debt settlements that TDA will endeavor to negotiate on Client's behalf. Client will be in control of all settlement funds and under no circumstances will TDA have custody or control of the funds Client has set aside to fund debt settlements. Actual settlement amounts, necessary savings and the period required to reach your goal may vary based on creditors actions and other factors that may affect or prevent the realization of Client goals. Client agrees to be truthful and cooperative; to notify TDA promptly of any change of Client's telephone number or address; to fill out and return any and all papers and questionnaires supplied by TDA within five (5) business days; to provide any requested papers within five (5) business days, and to consider in good faith TDA recommendations regarding any potential Debt settlements. Client expressly agrees to make timely payments for services rendered and to reimburse TDA for costs pursuant to paragraph 12 of this Agreement. Client agrees not to make any charges on any credit account listed in Exhibit A at any time after the application date.

7. Authority and Responsibilities of TDA: TDA shall hold Client's personal information in the strictest confidence, except as is necessary in the course of TDA performance of this Agreement. Specifically, Client authorizes TDA to: (a) disclose to any of the Creditors any information concerning Client's financial condition and status including, but not limited to, income, debts, credits, earnings, and/or location information; and (b) obtain necessary financial information concerning Client from any of the Creditors. TDA will perform the duties described in this Agreement, will keep Client reasonably informed of progress in the pursuit of the Agreement's objectives, and will respond promptly to the Client's inquiries and communications.

8. Settlements: TDA will inform the Client of the amounts and the terms and conditions of all written settlement agreements that are outside of normal industry standards. All settlement payments will be made directly to creditors from Client's settlement account.

9. Governing Law; Severability: This Agreement is governed by the laws of the State of Texas, without regard to the conflict of law rules of that state. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

10. Arbitration of Dispute: The parties will submit all disputes arising under or related to this Agreement to binding arbitration according to the then prevailing rules and procedures of the American Arbitration Association. Texas law will govern the rights and obligations of the parties with respect to the matters in controversy. The arbitrator will allocate all costs and fees attributable to the arbitration between to the parties. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction.

11. Client/Creditor Relationship Statement: Client acknowledges that the TDA is not a law firm and cannot provide legal advice. In entering into the agreement, Client represents that TDA has not, and further understands TDA shall not, take any actions to disrupt the relationship between Clients and any creditors or person with whom Client has any contractual or business relationship. The Client further represents TDA has not provided Client with any advice or recommendation regarding the advisability of reducing or termination payments to Client's creditors. Client has engaged TDA for the sole purpose of negotiating a resolution with said creditors within the agreement. Client further intends, by this agreement, to create a confidential relationship with TDA in regard to resolving any outstanding creditor claims, suits, or judgments.

12. Payment of Fees: The fees paid to TDA are intended to compensate them for its efforts and will only be refundable to the extent they have not been deemed to have been earned in the manner described in paragraph 4, Guarantee of Services. Those fees are not being set aside or held in escrow to fund debt settlements. Fees will not be available to pay nor settle with creditors. Client hereby agrees to pay a Program Fee equal to **15%** of enrolled debt. Client understands that Program fee calculations mentioned in this Agreement and in other documents are estimates calculated using the amount of the debts the Client has listed in Exhibit A which will be provided by Client. To collect these fees, TDA will automatically withdraw each month via electronic debit or automatic check relay from Client's account the amounts mutually agreed upon and stated below. In addition to fees in paragraph 12, a monthly service fee of \$45.00 per month will apply for the duration of the program and for the purpose of settling all debts enrolled in the program.

Date	Monthly Payment	Program Fee	Main Fee	Customer Savings
Months: 1-3	\$705.64	\$660.64	\$45.00	\$0.00
Months: 4-18	\$705.64	\$300.29	\$45.00	\$360.35
Months: 19-36	\$705.64	\$0.00	\$45.00	\$660.64
Estimated Totals:	25,403.1	6,486.3		17,296.8

13. Payments to Creditors: Client's Debt Settlement Program assumes an effort that will continue for many months. The time needed to produce a settlement depends on a number of factors. These may include: (a) Client financial hardship, (b) the age and balance of the accounts that Client owes creditors, and (c) the funds Client has available to pay for a settlement; and (d) the willingness of individual creditors to enter into debt settlement negotiations. While no guarantees can be given, generally the quicker Client saves money the sooner Client will be in a position to reach desired goals.

14. Cancellation: Either Party may discharge the other at any time by written notice. Client understands that any request to terminate this Agreement and withdraw from the TDA program must be in writing and received by TDA at least **ten (10) business days prior to any scheduled electronic debit in order to stop such debit.** Client understands that if Client terminates this Agreement, all fees paid by Client up to the date of withdrawal are **non-refundable.**

15. Modifications or Amendments: No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all the Parties hereto, provided, however, that TDA may change any term of this Agreement, or add any additional term to this Agreement, by providing Client with fifteen (15) days' advance written notice of such change.

I represent that I have read, understand, and agree to be bound by the terms of this Debt Negotiation Agreement in its entirety. I acknowledge that this Debt Negotiation Agreement has been explained to my full satisfaction, and that I have no unanswered questions about the Debt Negotiation Agreement.

Client Signature: Ivan HAYLOCK
B9803B58ACCE465...

8/27/2009
Date

Co-Client Signature

8/27/2009

Date

PRIVACY POLICY DISCLOSURE: TDA will only use and share information about you to perform our obligations under the Debt Negotiation Agreement, and for related purposes, or as permitted or required by law. We are careful to use only accurate, current, and complete information. We will correct any erroneous information quickly if you so request. We are also careful to protect the security of your information from third parties and unauthorized employees. This privacy policy is subject to change. Please call us at 866-446-0969 fax us at 305-402-0396 if you wish to opt-out or have any financial privacy concerns.

Exhibit A
Creditor Enrolled List

Credit Card Accounts	Account	Balance Owed
CHASE	4266880124174752	18000.00
CITI	5423796519674080	25242.00
0	IVAN HAYLOCK	

****PLEASE FILL IN MISSING ACCOUNT NUMBERS FOR EACH ACCOUNT LISTED ABOVE – WE WILL NEED THESE TO CONTACT YOUR CREDITORS**

***** PLEASE DO NOT ADD CREDITORS TO THE ABOVE LIST. IF YOU HAVE ADDITIONAL CREDITORS TO INCLUDE, PLEASE CALL – WE MAY NEED A CONTRACT AMENDMENT TO BE SIGNED BY YOU**

Initials



Initials

Individual results may vary depending on completion of program term, saving amount, and creditor response to offers. Read and understand program conditions before enrolling. The Debt Answer does not assume or pay your debts, or provide any form of legal or accounting advice. Consult with and obtain such advice prior to making any decisions relating to your financial situation.

LAW OFFICE OF SIMON & BOCKSCH

1001 Brickell Bay Drive Suite 1200

Miami, FL 33131

p. 305.375.6500

t. 866.446.0969

f. 305.402.0396

Authorization to Communicate

(With Creditors, Collection Agencies & Law Firms)

I/We IVAN HAYLOCK, residing at appoint Simon & Bocksch and its employees as my agents and authorize Simon & Bocksch to communicate with my creditors and collection agencies or other entities trying to collect debts from me (us).

I (we) also authorize Simon & Bocksch to communicate and negotiate with banks, creditors, financial institutions, student loan agencies, collection agencies, third party vendors, related personnel and all other necessary entities and individuals relating to my debts. I (we) also authorize Simon & Bocksch to obtain records, debt validations, credit reports and support for the debts allegedly owed on my behalf. I (we) also authorize Simon & Bocksch to communicate, negotiate and settle debts. I (we) affirm that all of the information that I (we) have or will provide to The Debt Answer is accurate, timely and correct. Simon & Bocksch may discuss any and all details of my financial situation with any first party creditor, collection agency and reporting agency or law firm.

I (we) understand and acknowledge that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in The Debt Answer program, and would occur regardless because I (we) am/are already in or will be in default and unable to meet my financial obligations. I (we) acknowledge that I (we) have enrolled into a savings and negotiation program (as described in the Service Agreement) and that it is not related to any creditor actions.

The recipient of this Authorization, whether by original, photo copy, facsimile, or electronic copy is specifically authorized and instructed by the undersigned party (ies) to contact, or receive communications from Simon & Bocksch or its employees at the address and telephone numbers listed above regarding any of the purposes listed herein.

IVAN HAYLOCK

Client Name: _____ Co-App's Name: _____

B9803B58ACCE465...

IVAN HAYLOCK

Client's Signature: _____ Co-App's Signature: _____

DocuSigned By: IVAN HAYLOCK

Date Signed: 8/27/2009

Date Signed: 8/27/2009

LAW OFFICE OF SIMON & BOCKSCH

1001 Brickell Bay Drive Suite 1200

Miami, FL 33131

p. 305.375.6500

t. 866.446.0969

f. 305.402.0396

Client Information Authorization

I hereby grant **Simon & Bocksch** this authorization to request, receive and discuss any and all account information with my creditors on my behalf. This may include but not be limited to negotiating on payment terms and conditions, settlements, extensions and/or deferments of my accounts.

In addition, I authorize the review of my financial situation with my creditors, and I agree to indemnify and hold **Simon & Bocksch** harmless of any loss, liability or damage by any reason thereof. This authority is assignable and transferable. I further authorize **Simon & Bocksch** to order a credit report and verify other information. It is understood that a copy of this form will also serve as authorization. By signing this authorization, I hereby acknowledge that I have read The Debt Answer Service Agreement and accept and consent to all terms set forth in the Agreement.

IVAN HAYLOCK

Client Name: _____ Co-App's Name: _____

B9803B58ACCE465...

IVAN HAYLOCK

Client's Signature: _____ Co-App's Signature: _____

DocuSigned By: IVAN HAYLOCK

Date Signed: 8/27/2009

Date Signed: 8/27/2009

Lloyd Ward & Associates ***Attorneys at Law***

LLOYD WARD P.C.
12655 N. Central Expressway Suite 800

Dallas, TX 75243

Authorization for Debt Negotiation

I /We, (Primary, spouse / co-signer), as a Client of Lloyd Ward Group, LLC ("LWG") hereby grant permission and authority to LWG, its representatives, and/or assigns, to discuss, release, or obtain any personal information relating to my credit, debt, assets, and any other financial information from any of my/our unsecured creditors. I/We also authorize LWG to negotiate with my unsecured creditors to settle my accounts with them. I authorize and instruct my unsecured creditors to discuss my accounts with LWG and to settle with them.

I further authorize LWG, its representatives, and/or assigns to make representations on my behalf concerning the state of my financial affairs, my ability to re-pay my current debts, and/or the possibility of filing for bankruptcy should my creditors refuse to negotiate in good faith with LWG, its representative, and/or assigns.

I/We agree to indemnify and hold LWG harmless of any loss, liability or damage by any reason thereof. This authority is assignable and transferable.

This authorization shall become legally valid and binding upon its signing and shall remain in full force and effect until completion of my program or until LWG receives a formal written revocation.

A photocopy or facsimile of the original shall have the same force and effect as the original document.

I understand that much of the information to be discussed by LWG, its representatives, and/or assigns involves confidential information which may be protected by state and federal privacy laws. I hereby waive the rights and protections set forth in state and federal privacy laws in order that LWG, its representatives, and assigns may fully pursue my interests.

With the intent of being legally bound, I hereby execute my hand this 17 Day of Dec, 2010.

Printed Name of Client IVAN L HAYLOCK Signature Ivan L. Haylock

Name of Co-Client _____ Co-Signature _____



The Debt Answer

12655 N. Central Expressway, Suite 800
Dallas, TX 75243
888-850-2525

Dear Ivan,

It is my great pleasure to advise you that your account has been reassigned from The Law Office of Simon and Bocksch to the Law Office of Lloyd Ward and Associates to assist in negotiating specified debts for settlement in full.

My name is Leo Franco and I will be your Account Specialist. I am delighted to assist you every step of the way on your journey towards financial freedom. You can put your trust in me knowing I will do everything I can to ensure your successful completion of the program. As your Account Specialist, I will be your primary point of contact throughout the remainder of the program should you have questions or concerns that need to be addressed.

Please feel free to contact me any time during business hours. My office hours are Monday through Thursday 8:00AM - 5:00PM CST and Friday 8:00AM - 3:30PM CST.

I am available to assist you by phone during business hours at 214-306-7365 or 888-850-2525. Because I understand you are busy, for your convenience, you can also forward your inquiries to me by e-mail 24 hours a day at leof@lloydwardlawfirm.com. Here at Lloyd Ward & Associates, each client is special. We want to give each individual the undivided attention they deserve, so please allow 24 hours for all phone calls and/or emails to be returned.

Please forward your creditor correspondence to me by e-mail or fax at 888-522-6484. Please be sure to include your client id number on all creditor correspondence for faster processing. If you receive something you feel I need to review, please call me first as it may be something I can assist you with by phone.

I assure you, I am here for you. I invite you to contact me at anytime with questions or concerns.



Lloyd Ward & Associates Attorney at Law
12655 N. Central Expressway Suite 1000
Dallas, TX 75243

\$0.44⁰
US POSTAGE
FIRST-CLASS
071V00619770
75243
000077291



Ivan Haylock
4711 South Himes Ave Apt 705
Tampa, FL 33611

33611262180





LLOYD WARD P.C.
Attorneys at Law
12655 N. Central Expressway Suite 1000
Dallas, TX 75243
1-888-448-8182

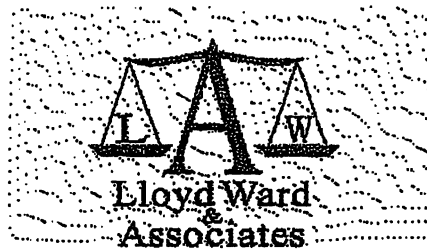
<input type="checkbox"/> Urgent	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Review	<input type="checkbox"/> For Your Information	Date: August 16, 2011
Send To:	ZAKHEM ASSOCIATES			From:	Lloyd Ward and Associates
Attn:					
Fax:	954-735-0227			Fax:	866-667-2784
Phone:	954-735-4455			Phone:	888-448-8182

Number of pages including cover:

Client:	IVAN HAYLOCK	Co Applicant:	
Client ID#:	13274	Co Applicant SS#:	
SS#:	9034		
Address:	4711 South Hines Ave Apt 705		
City:	Tampa	State:	FL
		Zip:	33611

Memo





Attorneys at Law
LLOYD WARD P.C.
12655 N. Central Expressway Suite 1000
Dallas, TX 75243
1-888-448-8182

DATE: 08/16/2011
TO: ZAKHEIM & ASSOCIATES
SUBJECT: Debt Notification Program

RE: IVAN HAYLOCK Client Id: 18214
ACCT: 5423796519674080

Please be advised that the client named above has contacted us with regard to their credit problems. Our client is in extreme financial distress and in an effort to avoid filing bankruptcy has entered into our debt negotiation program.

We would appreciate your cooperation in assisting this individual to meet his/her financial obligations, to the best of their ability.

Attached is an Authorization to Negotiate for your records. Please direct all communications to Lloyd Ward & Associates in reference to the above debtor at the number or address listed above. Please include the client name and ID as listed above. If the account is still open, please cancel at the request of the card holder.

In addition, we request that you contact us at 888-448-8182 to discuss options for an immediate resolution to this client's situation.

Sincerely,

Negotiation Department
Lloyd Ward & Associates

***Lloyd Ward & Associates
Attorneys at Law***

**LLOYD WARD P.C.
12655 N. Central Expressway Suite 800**

Dallas, TX 75243

Authorization for Debt Negotiation

I /We, (Primary, spouse / co-signer), as a Client of Lloyd Ward Group, LLC ("LWG") hereby grant permission and authority to LWG, its representatives, and/or assigns, to discuss, release, or obtain ~~any personal information relating to my credit, debt, assets, and any other financial information from~~ any of my/our unsecured creditors. I/We also authorize LWG to negotiate with my unsecured creditors to settle my accounts with them. I authorize and instruct my unsecured creditors to discuss my accounts with LWG and to settle with them.

I further authorize LWG, its representatives, and/or assigns to make representations on my behalf concerning the state of my financial affairs, my ability to re-pay my current debts, and/or the possibility of filing for bankruptcy should my creditors refuse to negotiate in good faith with LWG, its representative, and/or assigns.

I/We agree to indemnify and hold LWG harmless of any loss, liability or damage by any reason thereof. This authority is assignable and transferable.

This authorization shall become legally valid and binding upon its signing and shall remain in full force and effect until completion of my program or until LWG receives a formal written revocation.

A photocopy or facsimile of the original shall have the same force and effect as the original document.

I understand that much of the information to be discussed by LWG, its representatives, and/or assigns involves confidential information which may be protected by state and federal privacy laws. I hereby waive the rights and protections set forth in state and federal privacy laws in order that LWG, its representatives, and assigns may fully pursue my interests.

With the intent of being legally bound, I hereby execute my hand this 17 Day of Dec, 2010.

Printed Name of Client IVAN L HANLOCK Signature Ivan L. Hanlock

Name of Co-Client _____ Co-Signature _____

Lisa Holt

m: Ivan Haylock <ivanivan242@yahoo.com>
Sent: Sunday, April 05, 2015 12:20 PM
To: Lisa Holt
Subject: Fw: settlement letter
Attachments: 20120113-100723-Haylock_Zakheim.pdf

----- Forwarded Message -----

From: Cecile Gideo <cgideo@lloydwardlawfirm.com>
To: ivanivan242@yahoo.com
Sent: Friday, January 13, 2012 11:11 AM
Subject: settlement letter

Ivan,
Please sign and send back to Zakheim (address on page 1) certified mail with signature required for proof of receipt.

Congrats!

Cecile Gideo
Direct: 972-993-2786



Law Offices of
ZAKHEIM & LAVRAR, P.A.
A PROFESSIONAL ASSOCIATION
1045 S. UNIVERSITY DRIVE, SUITE 202
PLANTATION, FL 33324

SCOTT C. ZAKHEIM*

*ALSO A MEMBER OF THE NY BAR

FLYNN LAVRAR

*ALSO A MEMBER OF THE GA BAR

RICHARD BATTAGLINO

MICHELE NIHISER

MELANIE PARRIS

BRANDY BRENNAN

COLIN BLACKWOOD

TELEPHONE (954) 735-4455

FAX (954) 735-0227

Toll free (800) 531-5490

FAX COVER SHEET

DATE:

1-13-12

TO:

CECILE

FAX #

888-259-5941

FROM:

BERNARD

OF PAGES:

(INCLUDING COVER)

4

ATTACHED IS THE PAPERWORK THAT WAS DISCUSSED

PLEASE SIGN AND RETURN UPON RECEIPT

IF ANY QUESTIONS, PLEASE CALL ASAP

The information contained in this transmission is Attorney-Client privileged and confidential. It is intended for use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, collect and return the original message to us at the above address via U.S. mail. We will reimburse you for the postage. Thank you.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION
FROM A DEBT COLLECTOR.**

Law Offices of
ZAKHEIM & LAVRAR
A PROFESSIONAL ASSOCIATION
1045 SOUTH UNIVERSITY DRIVE
SUITE 202
PLANTATION, FLORIDA 33324
PHONE - 954-735-4455 FAX - 954-735-0227

January 13, 2012

IVAN L HAYLOCK JR
4711 S HIMES AVE APT 705
TAMPA FL 33611-2621

RE: CITIBANK, N.A. / IVAN L HAYLOCK JR
Account Number: 5423796519674080
Our File Number: 3000417028.001
Current Balance: \$30783.13

Dear IVAN L HAYLOCK JR:

Enclosed please find an original Stipulation For Settlement and an extra copy for your records relating to your CITI CHOICE MASTERCARD account.

Please review the Stipulation, sign it on Page 2 and return the original to our office.

Whenever \$600.00 or more of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you by the creditor. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

If you have any questions regarding this Stipulation, please do not hesitate to contact us. Thank you for your cooperation.

Very truly yours,
ZAKHEIM & LAVRAR, P.A.

Richard Battaglino, Esq.

Enc.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

IN THE CIRCUIT COURT FOR THE 13TH
JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA

CASE NUMBER: 10-CA-019237/G

CITIBANK, N.A.

Plaintiff,

vs.

IVAN L HAYLOCK JR

Defendant(s).

STIPULATION FOR SETTLEMENT

WHEREAS, the parties are presently involved in litigation; and
WHEREAS, the parties wish to resolve said litigation on the terms and conditions as set forth
herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable
consideration, it is

STIPULATED and AGREED as follows:

1. That Defendant IVAN L HAYLOCK JR (hereinafter referred to as "DEBTOR") owes Plaintiff
the principal sum of \$30332.13, plus costs in the amount of \$451.00, plus accrued interest to date in the
amount of \$0.00, for a total of \$30783.13 (hereinafter referred to as the "DEBT") on a CITI CHOICE
MASTERCARD account. The DEBT shall continue to accrue interest at the rate of 0.0000%.

2. DEBTOR shall execute and return this Stipulation to Plaintiff's attorney within five (5) days of
receiving this Stipulation.

3. DEBTOR agrees to make a lump sum payment in the amount of \$15,500.00 payable as follows:
the sum of \$10700.00 is due on or before 01/13/2012, then \$360.00 is due on 02/25/2012 and
03/25/2012, then \$660.00 is due beginning on 04/25/2012 and to continue at that amount on the 25th day
of each month until 09/25/2012, then the final payment in the amount of \$120.00 is due on 10/24/2012, as
full and complete satisfaction of the DEBT.

4. Payment is to be made at www.zakheimlaw.com or by mail or delivery to Zakheim & LaVrar,
P.A., 1045 S. University Dr., Suite 202, Plantation, FL 33324. Payment instruments should be made
payable to CITIBANK, N.A.

5. In the event this settlement is in more than one part, should Plaintiff allow a late payment, this
will in no way prejudice its right to insist on timely payments in the future or to consider subsequent
untimely payments as an act of default.

6. In the event of a default, all outstanding sums shall be immediately due and payable and after entry of a final judgment in accordance with paragraph 9 herein, Plaintiff shall be entitled to proceed with any post-judgment collection remedies available to it.

7. DEBTOR may prepay the DEBT plus accrued interest at any time without incurring any prepayment penalties.

8. DEBTOR agrees that all notices and other communications may be sent to Defendant at IVAN L HAYLOCK JR, 4711 S HIMES AVE APT 705, TAMPA FL 33611-2621, and to Plaintiff, c/o Zakheim & LaVrar P.A., 1045 S. University Dr., Suite 202, Plantation, FL 33324.

9. In the event that the DEBTOR fails to make a payment when due, the Plaintiff may proceed to obtain a final judgment without the necessity of a hearing by filing an affidavit in court attesting to the default and the amount of the outstanding DEBT as of the date of the affidavit is prepared. In that event, Plaintiff shall mail a copy of the affidavit to the DEBTOR.

10. That except as set forth herein, each party waives any and all claims against the other relating to the subject matter of this litigation, and all counterclaims, if any, are voluntarily dismissed with prejudice.

11. That fax signatures are deemed to be originals.

12. Whenever \$600.00 or more of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you by the creditor. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

DATED THIS _____ DAY OF _____, 20_____.

By _____
IVAN L HAYLOCK JR
Defendant

By _____
Richard Battaglino, Esq.
Attorney For Plaintiff
1045 S. University Dr.
Suite 202
Plantation, FL 33324
(954) 735-4455

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

File Number: 3000417028.001

IN THE CIRCUIT COURT FOR THE 13TH
JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH
COUNTY, FLORIDA

CASE NUMBER: 10-CA-019237/G

CITIBANK, N.A.

Plaintiff,

vs.

IVAN L HAYLOCK JR

Defendant.

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Plaintiff, by and through its attorneys, Zakheim & LaVrar, P.A., hereby gives notice of its voluntary dismissal with prejudice of the above-captioned case.

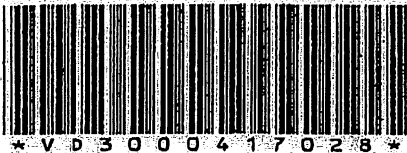
NOV 19 2012

I hereby certify that on this _____ the foregoing Notice of Voluntary Dismissal was served by placing same in the U.S. Mail, first-class postage prepaid and addressed to the following:

IVAN L HAYLOCK JR
4711 S HIMES AVE APT 705
TAMPA FL 33611-2621

ZAKHEIM & LAVRAR, P.A.
ATTORNEY FOR PLAINTIFF
1045 S. UNIVERSITY DR., STE. # 202
PLANTATION, FL 33324
954-735-4455 or 1-800-531-5490
e-Service address: e-serve@zakheimlaw.com

By:
Giuseppe Cataudella, Esquire
Fla Bar No. 88976



THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

File Number: 3000417028.001





Executive Office
Mail Code IL1-6215
2500 Westfield Drive
Elgin, Illinois 60124

REVIEWED BY
SEP 24 2013
MELRENE ZARATE

September 24, 2013

Ivan L. Haylock, Jr.
4711 South Himes
Apartment 705
Tampa, FL 33611-3655

Re: Chase Slate VISA Account **** * 4752

Dear Mr. Haylock:

This letter is in response to the inquiry addressed to the Attorney General's Office for the State of Florida. It was a pleasure speaking with you by telephone on September 23, 2013. I appreciate this opportunity to respond to you on behalf of the Card Services Executive Office.

Thank you for confirming your concerns are not regarding the Chase account reflecting above; however, are with the difficulties you experienced with Lloyd Ward P.C., Attorneys at Law and the Debt Answers. I regret to hear of the difficulties you experienced when Lloyd Ward P.C. had promised to settle the account on your behalf, which was not completed.

As we discussed, the account was taken as a loss to the bank on March 31, 2010, and was placed with Hanna & Associates. On December 27, 2012, the account was returned to Chase and we ceased all collection efforts. A 1099-C Form was sent on January 15, 2013, for the 2012 tax year.

Our records reflect the original 1099-C Form was returned as not deliverable, unable to forward. I appreciate you providing your new address. A replacement 1099-C Form has been requested and will be sent to the address above.

The Internal Revenue Service (IRS) requires us to report cancelled debts as of the end of the tax year if the principal cancelled amount is \$600.00 or more, and issue a 1099-C Form to the liable party of the cancelled debt. If you have any questions regarding the 1099-C Form, please consult a tax advisor for advice.

Mr. Haylock, if you have any additional questions or concerns, please contact me at 1-888-622-7547, extension 4302 or 4350. My hours are Monday through Friday 7:30 a.m. to 4:00 p.m. Central Time.

Sincerely,

Jane Meixner
Card Services Executive Office

cc: Attorney General's Office for the State of Florida

Nancy Stoneman
Vice President



Executive Office
Mail Code IL1-6215
2500 Westfield Drive
Elgin, Illinois 60124

September 25, 2013

Ivan L. Haylock, Jr.
4711 South Himes
Apartment 705
Tampa, FL 33611-3655

Re: Chase Slate VISA Account **** * 4752

Dear Mr. Haylock:

This letter is in response to the inquiry addressed to the Attorney General's Office for the State of Florida. It was a pleasure speaking with you by telephone on September 23, 2013. I appreciate this opportunity to respond to you on behalf of the Card Services Executive Office.

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Mr. Haylock, if you have any additional questions or concerns, please contact me at 1-888-622-7547, extension 4302 or 4350. My hours are Monday through Friday 7:30 a.m. to 4:00 p.m. Central Time.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jane Meixner".

Jane Meixner
Card Services Executive Office

cc: Attorney General's Office for the State of Florida

Nancy Stoneman
Vice President

NO. DC12-05771-E

COMMISSION FOR
LAWYER DISCIPLINE

V.

LLOYD EUGENE WARD

§
§
§
§
§
§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

101st JUDICIAL DISTRICT

FIRST AMENDED DISCIPLINARY PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Petitioner, the Commission for Lawyer Discipline, a committee of the State Bar of Texas (hereinafter called "Petitioner"), complains of Respondent, Lloyd Eugene Ward, (hereinafter called "Respondent"), showing the Court:

I.

Discovery Control Plan

Pursuant to Rules 190.1 and 190.3, TEXAS RULES OF CIVIL PROCEDURE (TRCP), Petitioner intends discovery in this case to be conducted under the Level II Discovery Control Plan.

II.

Petitioner brings this disciplinary action pursuant to the State Bar Act, Tex. Gov't. Code Ann. §81.001, et seq. (Vernon 1988), the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure. The complaint which forms the basis of the Disciplinary Petition was filed on or after January 1, 2004.

III.

Respondent is an attorney licensed to practice law in Texas and is a member of the State Bar of Texas. Respondent is a resident of and has his principal place of practice in Dallas County, Texas.

IV.

Factual Background

On or about March 19, 2009, Michael Miles ("Miles") hired Respondent to represent Debt RX USA, LLC ("Debt RX") as legal counsel. Miles was the sole member of Debt RX which provided debt settlement and negotiation services.

Respondent subsequently prepared and the parties signed a Management Agreement between Respondent's law firm, Lloyd Ward and Associates PC ("LWA"), and Debt RX which provided for Debt RX to receive ninety percent of the monthly net profits from the firm's business and Respondent to receive the remaining ten percent. By virtue thereof, Respondent promised to and did share legal fees with a non-lawyer.

Based upon Respondent's advice, in or around November 2009, Miles created Silverleaf Debt Solutions LLC ("Silverleaf"). Silverleaf was also a debt settlement and negotiation services company, and Miles was the sole member. Silverleaf and Respondent did not have a written agreement, but Respondent and Silverleaf did business together under the same terms as the agreement that Respondent had with Debt RX including the ninety percent/ten percent fee splitting arrangement. By virtue thereof, Respondent once again shared legal fees with a non-lawyer.

Subsequent to Miles' creation of Silverleaf, Miles opened a bank account for Silverleaf and Respondent's company, Lloyd Ward Group, P.C. ("Lloyd Ward Group"). Both Miles and Respondent were signatories on the account. In or around December 2010, a dispute arose between Miles and Respondent about money, after which, Respondent removed Miles' name from and withdrew all the funds in the account.

Several lawsuits were thereafter filed against Miles, Silverleaf, Respondent, Lloyd Ward and Associates, and Lloyd Ward Group. In one of the lawsuits, Respondent hired counsel to represent all of the Defendants without either informing Miles about the lawsuit or obtaining his consent to hire counsel. Respondent then instructed counsel to remove Miles' and Silverleaf's names from a motion to dismiss prepared for filing on behalf of all of the Defendants.

In the second lawsuit filed against Debt RX and Silverleaf, Respondent failed to inform Miles that Respondent had been disqualified from representing Debt RX and Silverleaf, and that Respondent filed motions on behalf of the entities even after his disqualification. In addition, Respondent did not obtain Miles' consent to hire new counsel.

Finally, Respondent misrepresented to Miles that there were tax issues involving Debt RX and Silverleaf. Miles had never been contacted by the Internal Revenue Service ("IRS") regarding any tax problems, had never signed a power of attorney or advised the IRS that Respondent was representing him. Respondent misrepresented to Miles that the IRS had contacted him directly to discuss Miles' "tax problems". Respondent then attempted to get Miles to sell Silverleaf stock to him to cure these alleged tax problems.

V.

Such acts and/or omissions on the part of Respondent as are described in Paragraph IV hereinabove, which occurred on or after January 1, 1990, constitute conduct which violates Rules 1.03(a), 1.03(b), 1.06(b), 1.08(a), 5.04(a), 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct.

VI.

The complaint, which forms the basis of the Cause of Action hereinabove set forth, was brought to the attention of the Office of the Chief Disciplinary Counsel of the State Bar of Texas by James

M. McCormack filing a complaint on or about August 4, 2011.

Prayer

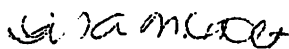
WHEREFORE, PREMISES CONSIDERED, Petitioner prays for judgment that Respondent be disciplined, as the facts shall warrant; and that Petitioner have such other relief to which entitled, including direct expenses, costs of Court and reasonable attorney's fees and legal assistant fees.

Respectfully submitted,

Linda A. Acevedo
Chief Disciplinary Counsel

Lisa M. Holt
Assistant Disciplinary Counsel

Office of the Chief Disciplinary Counsel
State Bar of Texas
The Princeton
146151 Dallas Parkway, Suite 925
Dallas, Texas 75254
(972) 383-2900 Telephone
(972) 383-2935 Facsimile

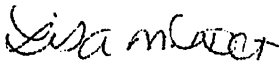


Lisa M. Holt
State Bar Card No.24026068

ATTORNEYS FOR PETITIONER

Certificate of Service

I hereby certify that a true and correct copy of Petitioner's First Amended Disciplinary Petition has been sent to Respondent Lloyd Eugene Ward c/o Christopher M. Weil, 1900 Thanksgiving Tower, 1601 Elm Street, Lock Box 100, Dallas, Texas 75201 on this the 4th day of April 2013, via facsimile number (214) 880-7402.



Lisa M. Holt