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Board of Disciplinary Appeals

No. 60095

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

HAMILTON LINDLEY,

APPELLANT

V.

COMMISSION FOR LAWYER DISCIPLINE,

APPELLEE

*On Appeal from the Evidentiary Panel
For the State Bar of Texas District 08-3
No. 201602337*

BRIEF OF APPELLEE

**COMMISSION FOR LAWYER DISCIPLINE
(ORAL ARGUMENT REQUESTED)**

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V.

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**BRIEF OF APPELLEE
COMMISSION FOR LAWYER DISCIPLINE**

TO THE HONORABLE BOARD OF DISCIPLINARY APPEALS:

Appellee, the Commission for Lawyer Discipline, submits this brief in response to the brief filed by Appellant, Hamilton Lindley. For clarity, this brief refers to Appellant as “Lindley” and Appellee as “the Commission.” References to the record are labeled CR (clerk’s record), RR (reporter’s record), Pet. Ex. (Petitioner’s exhibit to reporter’s record), Resp. Ex. (Respondent’s exhibit to

reporter's record), and App. (appendix to brief). References to rules refer to the Texas Disciplinary Rules of Professional Conduct¹ unless otherwise noted.

¹ *Reprinted in* TEX. GOV'T CODE ANN., tit. 2, subtit. G app A-1. (West 2016).

STATEMENT OF THE CASE

Type of Proceeding: Attorney Discipline

Petitioner/Appellee: The Commission for Lawyer Discipline

Respondent/Appellant: Hamilton Lindley

Evidentiary Panel: 08-3

Judgment: Judgment of Disbarment

*Violations found (Texas
Disciplinary Rules of
Professional Conduct):*

Rule 8.04(a)(2): A lawyer shall not commit a serious crime or commit any other criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects.

Rule 8.04(a)(3): A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

STATEMENT OF THE ISSUES

- I. Lindley admitted to forging documents in order to document the transfer of clients and to secure a fee. Did the evidentiary panel exceed its discretion in assessing a sanction of disbarment where courts have universally acknowledged that an attorney's forging of documents is a serious offense?

- II. The record is replete with evidence regarding the forgery and the surrounding circumstances. Does Lindley present any grounds for reversal due to evidence admitted or excluded where an objection was preserved or where the evidence was likely to change the result?

STATEMENT OF FACTS

The Respondent, Hamilton Lindley, admitted to falsifying documents involving the transfer of clients and a fee award. Lindley worked at a law firm owned and operated by the complainant, Jeffrey Goldfarb. Goldfarb was joining another firm and was transitioning his practice and winding up the business of his firm. (RR at 103, 213-214) Lindley worked on many securities class action cases in which he (and the firm) represented plaintiffs. (*Id.*) In general, Lindley would bring in clients and the representation would be handled by various large firms that represent plaintiffs in securities class action cases. (RR at 105-06) Lindley would remain as client counsel, and his primary role would be to serve as a contact point for the individual clients he referred to lead counsel. (RR at 106-07) As plaintiffs' securities litigation was not a part of Goldfarb's new firm's practice, he sought resolution as to where Lindley's clients' files would be transferred. (RR at 103, 218) In general, plaintiffs' lead class counsel directed the litigation, but there was still the need to document whether Lindley or Goldfarb would retain the clients and their files going forward. (RR at 217-18) Goldfarb became frustrated and repeatedly sought a status update on all of Lindley's pending cases and documentation indicating that the clients were electing to keep their files with Lindley. (RR at 220; Pet. Ex. 46) Goldfarb testified that he did not wish to keep

the clients, but that he needed the documents to confirm that he was not responsible for the files. (RR at 212-13, 221-22)

On October 11, 2013, after Lindley had begun employment with a new firm, he emailed Goldfarb over 200 letters purportedly signed by clients indicating their intent to keep their files with Lindley. (Pet. Ex. 49) The letters were forgeries. (RR at 39-44; Pet. Ex. 4-28; App. 1) Lindley generated each of them on his new firm's letterhead but forged the signatures of the clients. (*Id.*) He did so very carefully, signing each one differently so as to not appear to be alike. (RR at 39-44; Pet. Ex. 4-28; App. 1) Nowhere in the record did he explain why he did not simply do the necessary work to contact the clients to secure their actual signatures.

In the months that followed, Goldfarb became concerned when he was notified of a settlement in one of the old cases Lindley had previously told him was dismissed. (RR at 227) He checked his files to see if the case was one of the cases transferred to Lindley by way of the transfer letters. (*Id.*) When he more closely examined the letters, he began to have concerns. (*Id.*) He went through the files to find the original engagement agreements (which were actually signed by the clients) and compared them to the transfer letters. (RR at 228) Noting the differences between the signatures, he sent a sample of the letters to a handwriting expert who found them to be forgeries. (*Id.*) Soon thereafter, he alerted Lindley's new firm of the issue since the letters were sent with the firm's letterhead. (RR at

229; Pet. Ex. 48) The firm fired Lindley on June 25, 2014. (Resp. Ex. 15; RR at 74-75) He moved to Waco and found employment with a new firm. (RR at 51-52) His new employer was not aware of the events that occurred previously regarding the forged letters. (RR at 276-77)

In 2015, one of the prior cases on which Lindley worked while at Goldfarb was tried to jury verdict with a \$100,000,000 award to the Plaintiffs, \$34,000,000 of which was to go to Plaintiffs' counsel. (RR at 59) There was a dispute among the Plaintiffs' counsel about the allocation of the fees, but Lindley was due a sizable sum. (RR at 59-60) Ultimately the parties agreed he would be paid approximately \$950,000. (RR at 76) Under their fee-splitting agreement, Goldfarb would be due 60% of the fee. (RR at 48) Lindley feared Goldfarb would use his knowledge of the forged client letters to seek a larger portion, or all of the funds. Lindley decided to fabricate additional documents to ensure that the entire sum would be paid to him directly. (*Id.*) Once he had the money in hand, this would give him a better negotiating position with Goldfarb. (RR at 48-49)

To carry out his plan, he told his counsel in the fee dispute that his employment agreement called for him to receive all of the funds, and that Goldfarb had waived his right to any portion. (RR at 49-50) The attorneys controlling the funds accepted this, but requested documents that would confirm this fact. (Pet. Ex. 30, 54; RR at 54) Lindley generated a fake compensation agreement that

purported to be from the start of his employment with Goldfarb. (Pet. Ex. 29; RR at 48-50; App. 2) He also generated a fake fax cover sheet and forged letter purportedly signed by Goldfarb and his former partner that waived their rights to any fees.² (Pet. Ex. 31-32; App. 2) Lindley sent those to his attorney with the intent that they be relied upon so he could get access to the funds. (RR at 50, 56) Lindley also fabricated a letter to appear as though his departure from Goldfarb's firm was voluntary as opposed to a termination. (Pet. Ex. 3; RR at 38-39) By way of explanation, he testified that he did so because he was afraid to contact Goldfarb. (RR at 47)

Naturally, the attorneys responsible for delivering the funds out of the fee dispute contacted Goldfarb to confirm the facts represented in the documents. (Pet. Ex. 59) With the false documents discovered, Lindley contacted Goldfarb. (RR at 82) He admitted to what he had done, apologized, and said he was attempting suicide. (*Id.*) Lindley claims Goldfarb later offered to refrain from reporting the matter to either the State Bar of Texas or law enforcement if Lindley allowed Goldfarb to keep the entire fee. (RR at 82) Goldfarb disputes he made any such offer. (RR at 256) Ultimately, Goldfarb retained ethics counsel and filed a grievance with the State Bar of Texas. (RR at 257-58)

² As with the letters, the forgeries are quite detailed. For example, the fax cover sheet even includes a superimposed fax date stamp to make it appear as though it was sent and received. (Pet. Ex. 30; RR at 53; App. 2) He also used old letters to cut and paste images of Goldfarb's signature to make it appear genuine. (RR at 55)

Lindley admitted that he was (among other emotions) angry of over not being paid his salary for several months while working for Goldfarb, and wanted to be paid for the extensive time he had invested in his cases. (RR at 135-136) Lindley also testified that Goldfarb actively sought to get him disqualified from one of his old cases so that he could keep any fees for himself. (RR at 117-23) Lindley claimed that Goldfarb used his knowledge of the forged client letters to pressure him into relinquishing his fee in the case after an initial plan to disqualify him failed. (RR at 133) He claims Goldfarb, who had already successfully gotten him fired from his firm, threatened to take the matter to the State Bar or law enforcement if he did not do so. (*Id.*) This explained the second set of forged documents, as Lindley attempted to the secure the funds directly to avoid Goldfarb. (RR at 47) Lindley also relied on testimony from a retained expert in psychiatry and his current counselor to testify regarding his mental illnesses and the effect they had on his conduct. (RR at 142-178)

With the conduct admitted, the panel found violations of Texas Disciplinary Rules of Professional Conduct 8.04(a)(2) (a serious crime or other criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer) and 8.04(a)(3) (conduct involving conduct involving dishonesty, fraud, deceit or misrepresentation). (CR at 445) The panel entered a judgment of disbarment. (RR at 331-32; CR at 443-48)

SUMMARY OF THE ARGUMENT

Here, there is no dispute regarding Lindley's violation of the Texas Disciplinary Rules of Professional Conduct, and the issues presented solely relate to the sanction imposed. The evidentiary panel has wide ranging discretion in assessing sanctions and will only be reversed if it acted in an unreasonable and arbitrary manner, without reference to any guiding principles. The panel's judgment indicates that it reached its finding by applying the applicable factors in the Texas Rules of Disciplinary Procedures. The Commission cited to cases and other materials that stand for the proposition that the forging of documents is serious misconduct. Whatever differences Lindley identifies between the cited cases and his own do not amount to the panel applying the wrong law so as to alter the standard of review. Based on the nature, degree and seriousness of the misconduct, the damage to the profession, and the need to provide a strong deterrent effect to avoid repetition, a strong sanction was warranted and within the panel's discretion. In addition, the profit to the attorney should also be considered even if the matter was discovered before the attorney was able to profit.

Lindley also identifies no evidentiary issues that provide a basis for reversal. Of four evidentiary issues presented, none were properly preserved, nor are meritorious grounds for reversal. The record contains a thorough documentation of Lindley's conduct and his explanations for the surrounding circumstances.

There is no basis to conclude that the admission or exclusion of isolated pieces of evidence would have provided a different result so as to be anything other than harmless error.

ARGUMENT

I. With serious rule violations admitted, the evidentiary panel acted within its discretion in assessing the sanction of disbarment.

Lindley admitted to serious violations of the Texas Professional Rules of Disciplinary Conduct, and the panel acted within its discretion by ordering disbarment.

A. Evidentiary panels are afforded wide-ranging discretion in assessing sanctions.

The Board reviews the sanction imposed for professional misconduct for abuse of discretion. *McIntyre v. Commission for Lawyer Discipline*, 169 S.W.3d 803, 807 (Tex. App.—Dallas 2005, no pet.). Trial courts (and, as in this case, evidentiary panels) have broad discretion to impose discipline, but a sanction may be so light or heavy as to constitute an abuse of discretion. *Molina v. Commission for Lawyer Discipline of The State Bar of Texas*, BODA No. 35426, 2006 WL 6242393, at *4 (March 31, 2006)(citing *State Bar of Texas v. Kilpatrick*, 874 S.W.2d 656, 659 (Tex. 1994)). A court abuses its discretion when it acts in an unreasonable and arbitrary manner, without reference to any guiding principles. *McIntyre*, 169 S.W.3d at 807. The court or evidentiary panel must consider the factors set out in the Texas Rules of Disciplinary Procedure. *Eureste v. Commission for Lawyer Discipline*, 75 S.W.3d 184, 202 (Tex. App.—Houston [14th Dist.] 2002, no pet.). The fact that an appellate court might impose a sanction

different from that imposed by the trial court does not show an abuse of discretion. *Love v. State Bar of Texas*, 982 S.W.2d 939, 944 (Tex. App.—Houston [14th Dist.] 2002, no pet.).

Rule 2.18 of the Texas Rules of Disciplinary Procedure sets forth factors for trial courts to consider in determining the appropriate sanctions. TEX. RULES DISCIPLINARY P. R. 2.18. These factors include the nature and degree of the professional misconduct, the seriousness of and circumstances surrounding the misconduct, the loss or damage to clients, the damage to the profession, the assurance that those who seek legal services in the future will be insulated from the type of misconduct found, the profit to the attorney, the avoidance of repetition, the deterrent effect on others, the maintenance of respect for the legal profession, and the conduct of the Respondent during the course of the Disciplinary Proceeding. *Id.* A court is not required to find that every Rule 2.18 factor has been satisfied before ordering a sanction. *Thawer v. Comm'n for Lawyer Discipline*, 523 S.W.3d 177, 188 (Tex. App.—Dallas 2017, no pet.).

On appeal, Lindley argues that a *de novo* standard of review should apply because the panel applied the wrong law. (App. Br. at 22-23) This is both factually and legally incorrect. As a factual matter, the panel specified in its judgment that it applied the factors set out in Rule 2.18 of the Texas Rules of Disciplinary

Procedure. (CR at 445) Trial counsel for the Commission specifically cited to the factors in closing argument. (RR at 318)

Lindley’s dispute on appeal is with several cases and other materials cited by the Commission in closing argument, arguing that the panel adopted “the wrong law.” (App. Br. at 22-29) An examination of the record does not support this conclusion. (RR at 321-23) This Commission cited to several cases that discuss the seriousness of the offense of an attorney forging documents.³ (RR at 321-22) The Commission also noted penal code provisions that related to the fabrication of documents.⁴ (*Id.*) Nowhere within the argument did the Commission assert that these materials were binding authority that divested the panel of discretion, but that they were a persuasive reference point as to why the Commission sought serious sanctions: “This kind of law background of -- that motivates the Commission's position in this case. We can't come in here and say, oh, let's keep it private. This is a disbarment-caliber case.” (RR at 322)

³ *JNS Enter., Inc. v. Dixie Demolition, LLC*, 430 S.W.3d 444, 456 (Tex. App.—Austin 2013, no pet.)(affirming death-penalty sanctions for fabricating evidence that formed the basis of claim); *In re Howes*, 39 A.3d 1, 25 (D.C. 2012)(disbarring attorney who submitted fraudulent witness vouchers); *In re Sealed Appellant*, 194 F.3d 666, 674 (5th Cir. 1999)(disbarring attorney who backdated the endorsement of stock certificate)(citing ABA Standard for Imposing Lawyer Sanctions 5.11(b)); *Matter of Redeker*, 177 Ariz. 305, 309, 868 P.2d 318, 322 (1994)(affirming disbarment of attorney who participated in the forgery of a document to be relied on by others).

⁴ TEXAS. PENAL CODE § 37.09, 32.21 (criminalizing tampering with evidence and forgery)

Lindley also goes to great pains to distinguish the admitted conduct here with the conduct at issue in the various cases the Commission cited. (App. Br. at 24-29) Yet these are distinctions without difference as it relates to the purpose for which these cases are cited: forging or fabricating documents is a serious offense and warrants severe sanctions.⁵ Whatever factual distinctions exist between Lindley's conduct and that in the cited cases, this does not amount to application of the wrong law.

Finally, no authority supports the proposition that the Board should apply a lesser standard of review. Reversal would only be warranted if the panel acted in "an unreasonable and arbitrary manner, without reference to any guiding principles." *McIntyre*, 169 S.W.3d at 807. Here, the panel's judgment confirms it acted according to the factors set out in the Texas Rules of Disciplinary Procedure. Even if accepted, the limited factual distinctions Lindley identifies do not amount to an "unreasonably or arbitrary" ruling by the panel. Accordingly, the Board

⁵ Lindley also complains that a case mentioned by the Commission was not mentioned by name, depriving him of the ability to respond. (App. Br. at 25; RR at 321 ("Out of San Antonio, in a disciplinary proceeding, "Disbarment confirmed by reason of fabricated document." This is out of -- this is an old case. "Attorney requested someone to antedate a document.")) In fact, the argument referenced two separate cases: *Reyes-Vidal v. Comm'n for Lawyer Discipline*, 2010 WL 4340678 (Tex. App.—San Antonio Nov. 3, 2010, pet. denied) (affirming disbarment of attorney who forged signature on a contract) and *Howard v. Gulf, C. & S.F. Ry. Co.*, 135 S.W. 707, 710 (Tex. Civ. App. 1911, no writ)(attorney requested court clerk antedate document). As with the other cases cited, this authority stands for the proposition that the fabrication of documents, whatever the circumstances, is serious misconduct.

should view the matter with the wide-ranging discretion established by the Rules and confirmed by extensive precedent.

B. Lindley's serious misconduct warrants disbarment under the applicable factors.

Viewed with the proper discretion, the judgment of disbarment must be affirmed. The admitted misconduct strongly implicates several of the factors the panel considered. Both the nature and degree of the Professional Misconduct and the seriousness of the matter are implicated here. TEX. RULES DISCIPLINARY P. R. 2.18(A, B). Regardless of the circumstances, the forging of documents is a serious offense. This is so regardless of whether the forgeries here were part of one larger narrative, or two separate events. The level of detail placed in creating the documents, the fact that they were sent to another lawyer with the intent to be relied upon, and the amount of money involved, all dictate toward a strong punishment. Likewise, such conduct warrants a strong sanction due to the damage such fabrications cause to the legal industry, and the need to strongly deter such conduct. TEX. RULES DISCIPLINARY P. R. 2.18(D, G, H, I). Finally, the profit to the attorney should also be considered. TEX. RULES DISCIPLINARY P. R. 2.18(F). While Lindley adamantly argues he received no profits, this was only because his acts were discovered. He admitted part of his intent in the second set of forgeries was to get fees. (RR at 135-136) Had he succeeded, he would have received fees the

fabricated documents sought to secure. Lindley's conduct is not exempt from this factor merely because his plan failed.

Lindley's argument also cites to other cases involving fabricated documents that resulted in lesser sanctions. (App. Br. at 38-40) This does not suffice. The fact that another court might impose a sanction different from that imposed by the trial court does not show an abuse of discretion. *Love*, 982 S.W.2d at 944. Lindley's admitted conduct implicates several of the relevant factors, and the panel acted within its discretion.

II. Lindley's evidentiary arguments provide no grounds for reversal.

In addition, Lindley asserts four grounds of error with regard to evidence either admitted or excluded. These objections were not preserved below, inaccurately described, and even if accepted, were harmless error.

A. Lindley preserved no error with regard to the recording of his conversation with Goldfarb.

Lindley asserts the panel erred by admitting a recording of a conversation between himself and Goldfarb because it was not a complete recording. The witness on the stand, Goldfarb, without solicitation, explained that the recording had some portions redacted because it contained some client information or issues that were not related. (RR at 223-24) Goldfarb offered to provide an unredacted version if necessary. (RR at 224) Lindley made no such request, and made no objection to the playing of the redacted recording. (RR at 223-25)

To preserve error in the admission of evidence, a party must make a timely, specific objection and obtain a ruling. TEX. R. APP. P. 33.1(a). The failure to take proper steps to preserve error at trial is fatal on appeal. *Bay Area Healthcare Grp., Ltd. v. McShane*, 239 S.W.3d 231, 235 (Tex. 2007) (“Error is waived if the complaining party allows the evidence to be introduced without objection.”) Here, counsel for Lindley made no objection to the record in its available state, nor did he request the full recording despite the witness’ offer to provide it.

Even if this evidence was admitted in error, it can only be harmless error. Reversal of erroneously admitted evidence is warranted only if the error probably resulted in the rendition of an improper judgment. TEX. R. APP. P. 44.1. Although the Supreme Court of Texas has recognized the “impossibility of prescribing a specific test” for harmless-error review, courts should evaluate the entire case from voir dire to closing argument, considering the evidence as a whole, the strength or weakness of the case, and the verdict. *U-Haul Intern., Inc. v. Waldrip*, 380 S.W.3d 118, 136 (Tex. 2012). The erroneous admission of evidence that is merely cumulative is harmless and cannot provide a basis for reversal. *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d 605, 620 (Tex. 1999). Here, Lindley does little to explain what the unredacted recording would have contained that would have caused the panel to render a different sanction. Given the wealth of evidence in this case, there is no basis to believe this is so.

B. Lindley preserved no error with regard to the sustained hearsay objection, and the testimony he sought to offer was later introduced.

Lindley preserved no error with regard to the hearsay objection to statements between two non-parties. During his direct examination, Lindley attempted to offer unsolicited testimony regarding a statement made by Lindley's employer to Goldfarb during a mediation in the case in which Goldfarb first discovered the forged letters. (RR at 124-25) The panel chair sustained the objection. (RR at 125) When counsel for Lindley attempted to delve further into the contents of the mediation, the panel chair expressed frustration because the subject had already been well-described. (*Id.*) Counsel for Lindley volunteered to move to another subject, and the panel chair offered to allow counsel to recall Lindley if there was some additional subject matter that he needed to address regarding the Sun River litigation. (*Id.*) More importantly, Lindley later testified, without objection, to what occurred during the mediation. (RR at 133)

Lindley preserved no error on this point. While he contends the statement he sought to make was not offered for the truth of the matter asserted, the record does contain exactly what he intended to say. (RR at 124-25) Counsel made no offer of proof to document the disallowed statement, nor did counsel argue that it was not offered for the truth of the matter asserted. TEX. R. APP. P. 33.1(a).

Even if the issue was properly preserved, it was harmless error. The record is replete with evidence of the alleged "extortion." The panel chair requested, and

counsel for Lindley agreed, to move to another topic. If the statement to which Lindley attempted to testify was pivotal to the result, counsel could have taken up the panel chair's offer to recall Lindley if there was a need, or to inquire about the subject with either of the witnesses involved in the conversation who later testified. In any event, Lindley later testified about the contents of the mediation. (RR at 133)

C. The evidentiary panel committed no abuse of discretion by requiring Lindley to mark demonstratives indicating sections that were fabricated.

Next, Lindley argued that the panel violated TEX. R. EVID. 403 when it overruled his objection to the Commission's request for him to mark a blow up of the documents to indicate which portions were fabricated. (App. Br. at 34-35) When the request was made Counsel merely stated: "I object. He's already--he's already acknowledged it." (RR at 65) First, the item Lindley marked was demonstrative and was not offered into evidence. It does not appear in the record. (*See generally*, RR) Even liberally construing this to be an objection that the evidence was cumulative under Rule 403, it still does not demonstrate error.

Being present in the courtroom and having the most familiarity with the case, the trial court (or panel here) is best positioned to assess whether evidence is unfair or potentially misleading. *Diamond Offshore Services Ltd. v. Williams*, 542 S.W.3d 539, 544–45 (Tex. 2018). When a Rule 403 objection is at issue, the trial

court must balance probative value against the relevant countervailing factors to determine admissibility. *Id.* The trial court has extensive discretion in evidentiary rulings, and reviewing courts will uphold decisions within the zone of reasonable disagreement. *Id.* Here, the Commission indicated that its intent was only to make the record clear. (RR at 65) The panel acted within its discretion in overruling the objection. Likewise, there is no indication that Lindley’s marking of the document was harmful error, given that he had already admitted to the forgery.

Finally, Lindley’s argument that the document “confused” other witnesses was not preserved, and unsupported by the record. (*Compare* App. Br. at 35 *with* RR at 164-65 (asserting no objection and no indication of confusion); RR 182 (same); RR 309-11 (same)); TEX. R. APP. P. 33.1(a). The record demonstrates no error, and this argument should be disregarded.

D. Lindley made no objections to the reading of a portion of deposition transcripts.

Finally, Lindley argues that the panel erred by permitting the Commission to read into the record a portion of the deposition transcripts of his lawyers, Jim Dunnam and Mark Dietz. The parties first disagreed over whether the depositions had been provided to Lindley’s counsel. (RR at 187-189) Counsel for Lindley then argued that she did not have sufficient time to review the transcript. (RR at 187) The Commission then proposed to read the portion it intended to offer as an offer of proof, and then counsel for Lindley could offer any objections. (RR at 189-90)

After the Commission offered its portion, counsel for Lindley read an additional portion of the transcript into the record. (RR at 202-03) The Commission then read a portion of another transcript into the record. (RR at 204-207) Once complete, counsel for Lindley stated, “No objection.” (RR at 207) For further clarity, counsel for the Commission ensured that both portions were accepted without objection:

MR. SHAFFER: Ms. Brotman, now that we've made that offer of proof, will you agree that we can put the deposition reads of Dunnam and Dietz into the record?

MS. BROTMAN: I think they are repetitive, but I don't -- repetitive of conduct that Mr. Lindley has already acknowledged, but I don't object.

MR. COX: They are admitted.

(RR at 208) Plainly, no valid objections were preserved with regard to these depositions. TEX. R. APP. P. 33.1(a). Even if there had been an objection, there is no indication that this testimony caused the panel to opt for disbarment when it otherwise would not have. Counsel's own statement demonstrated her belief that the evidence was cumulative, and any error would be harmless.

CONCLUSION AND PRAYER

For these reasons, the Commission prays that the Board affirm the judgment of the District 08-3 Evidentiary Panel of the State Bar of Texas.

RESPECTFULLY SUBMITTED,

LINDA A. ACEVEDO
CHIEF DISCIPLINARY COUNSEL

LAURA BAYOUTH POPPS
DEPUTY COUNSEL FOR ADMINISTRATION

MATTHEW J. GREER
APPELLATE COUNSEL

OFFICE OF THE CHIEF DISCIPLINARY
COUNSEL
STATE BAR OF TEXAS
P.O. Box 12487
AUSTIN, TEXAS 78711
mgreer@texasbar.com
TELEPHONE: 512.427.1350; 1.877.953.5535
FAX: 512.427.4167

/s/Matthew J. Greer
MATTHEW J. GREER
STATE BAR CARD No. 24069825
ATTORNEY FOR APPELLEE

CERTIFICATE OF COMPLIANCE

Pursuant to the Board of Disciplinary Appeals Internal Procedural Rules, the foregoing brief on the merits contains approximately 4,351 words (total for all sections of brief that are required to be counted), which is less than the total words permitted by the Board's Internal Procedural Rules. Counsel relies on the word count of the computer program used to prepare this petition.

/s/Matthew J. Greer
MATTHEW J. GREER

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing brief of Appellee, the Commission For Lawyer Discipline has been served on Hamilton Lindley, 220 Whitehall Road, Woodway, Texas 76712, by email to hplindley@yahoo.com on the 8th day of June, 2018.

/s/Matthew J. Greer
MATTHEW J. GREER
APPELLATE COUNSEL
STATE BAR OF TEXAS

No. 60095

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

HAMILTON LINDLEY,
APPELLANT

V.

COMMISSION FOR LAWYER DISCIPLINE,
APPELLEE

*On Appeal from the Evidentiary Panel
For the State Bar of Texas District 08-3
No. 201602337*

**APPENDIX TO BRIEF OF APPELLEE
COMMISSION FOR LAWYER DISCIPLINE**

LINDA A. ACEVEDO
CHIEF DISCIPLINARY COUNSEL

LAURA BAYOUTH POPPS
DEPUTY COUNSEL FOR
ADMINISTRATION

MATTHEW J. GREER
APPELLATE COUNSEL

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

No. 60095

Before the Board of Disciplinary Appeals
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HAMILTON LINDLEY,
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V.

COMMISSION FOR LAWYER DISCIPLINE,
APPELLEE

*On Appeal from the Evidentiary Panel
For the State Bar of Texas District 08-3
No. 201602337*

**APPENDIX TO BRIEF OF APPELLEE
COMMISSION FOR LAWYER DISCIPLINE**

TO THE HONORABLE BOARD OF DISCIPLINARY APPEALS:

The Commission for Lawyer Discipline attaches the following documents in support of the foregoing brief:

APPENDIX 1: Forged client transfer letters (Pet. Exs. 4-28)

APPENDIX 2: Forged documents regarding fee distribution (Pet. Exs. 29, 31, and 32)

Appendix 1

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Augustine Bautista
11613 Forrest Park Ln., Victorville, CA


RE: LEGAL REPRESENTATION

Dear Augustine Bautista,


As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

If you have any questions or need any additional information, please do not hesitate to contact me. I appreciate the continued opportunity to be of service.

Sincerely,



Hamilton P. Lindley



Augustine Bautista

Deans & Lyons, LLP
214.965.8504
11613 Forrest Park Ln., Victorville, CA 92392
214.965.8504
214.965.8504
214.965.8504

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**PETITIONER'S
EXHIBIT**
4

EXHIBIT
4
PENGAD 800-651-6889

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Albert C. Belanger
11760 Lakeshore Drive Box 608, Morrisburg, Ontario

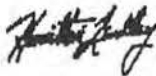
RE: LEGAL REPRESENTATION

Dear Albert C. Belanger,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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Sincerely,



Hamilton P. Lindley



Albert C. Belanger



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Sandeep Kuman Bhardwaj
671 W Sycamore Street, Vernon Hills, IL

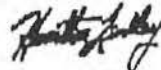
RE: LEGAL REPRESENTATION

Dear Sandeep Kuman Bhardwaj,

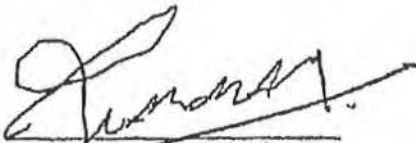
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Sincerely,



Hamilton P. Lindley



Sandeep Kuman Bhardwaj



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Kevin M. Cadioux
9410 SE Camaby Way, Happy Valley OR

RE: LEGAL REPRESENTATION

Dear Kevin M. Cadioux,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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Sincerely,



Hamilton P. Lindley



Kevin M. Cadioux



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Patricia Cayen
77 Covewood Close NE Calgary, Alberta CA T3K4Z8

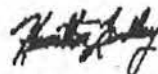
RE: LEGAL REPRESENTATION

Dear Patricia Cayen,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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Sincerely,



Hamilton P. Lindley



Patricia Cayen

Deans & Lyons, LLP 214.965.8504
214.965.8504
214.965.8504



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Joseph Earley
8 Boxwood Circle Milford, NH 03055

RE: LEGAL REPRESENTATION

Dear Joseph Earley,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

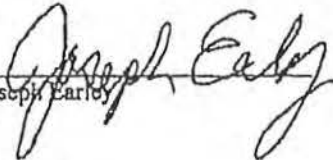
If you have any questions or need any additional information, please do not hesitate to contact me. I appreciate the continued opportunity to be of service.

Sincerely,



Hamilton P. Lindley

Joseph Earley



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Mohamed S. Gabertai
2715 Mangular Ave., Corona, CA 92882

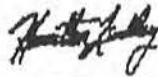
RE: LEGAL REPRESENTATION

Dear Mohamed S. Gabertai,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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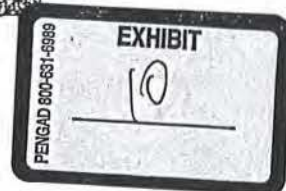
Sincerely,



Hamilton P. Lindley



Mohamed S. Gabertai



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Tom Halverson
2483 King Ave Independence, Iowa 50644

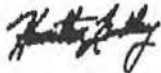
RE: LEGAL REPRESENTATION

Dear Tom Halverson,

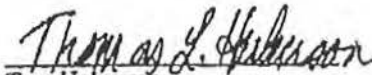
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Sincerely,



Hamilton P. Lindley


Tom Halverson



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

John C. Hill
PO Box 155 (3268 FM 466) Cost, TX 78614

RE: LEGAL REPRESENTATION

Dear John C. Hill,


As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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Sincerely,



Hamilton P. Lindley


John C. Hill



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

John M. Hubert
2340 West Lake Rd., Asheville, NY 14710

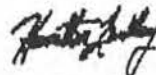
RE: LEGAL REPRESENTATION

Dear John M. Hubert,

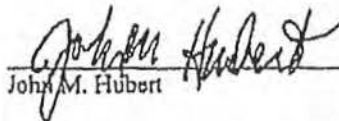
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Sincerely,



Hamilton P. Lindley



John M. Hubert



EXHIBIT
13

PETITIONER'S
EXHIBIT
13

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Cindy Kirby
1000 E. 80th Pl. Suite 523 South, Mariaville IN 46410

RE: LEGAL REPRESENTATION

Dear Cindy Kirby,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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Sincerely,



Hamilton P. Lindley


Cindy Kirby

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Donald N. Klckovich
9360 Woodbreeze Blvd. Windermere, FL 34786

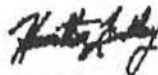
RE: LEGAL REPRESENTATION

Dear Donald N. Klckovich,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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Sincerely,



Hamilton P. Lindley



Donald N. Klckovich

Deans & Lyons, LLP | 9360 Woodbreeze Blvd., Suite 200 | Windermere, FL 34786 | Phone: 214.965.8504 | Fax: 214.965.8505
10000 St. Johns Ave., Suite 900 | Houston, TX 77055 | Phone: 281.556.7700 | Fax: 281.556.7717

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PETITIONER'S EXHIBIT
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PENGAD 800-831-6888
EXHIBIT
15

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Mark Langenfeld
6746 S. Warring Rd. Foxboro, WI

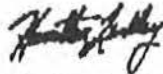
RE: LEGAL REPRESENTATION

Dear Mark Langenfeld,

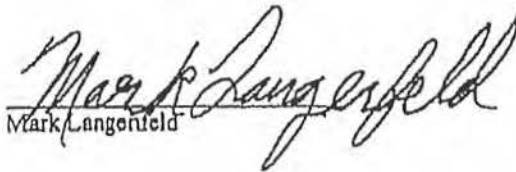
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Sincerely,



Hamilton P. Lindley


Mark Langenfeld



DEANS&LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Alex Loeb
600 W Diversey Pkwy #1006 Chicago, IL 60614

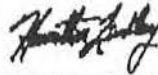
RE: LEGAL REPRESENTATION

Dear Alex Loeb,

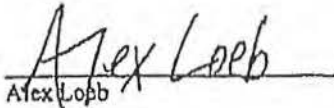
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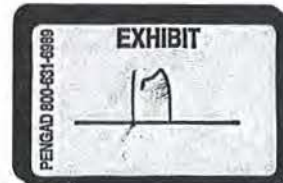
If you have any questions or need any additional information, please do not hesitate to contact me. I appreciate the continued opportunity to be of service.

Sincerely,



Hamilton P. Lindley


Alex Loeb



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.969.8504

March 1, 2013

David Metzger
169 India St., Brooklyn, NY 11222

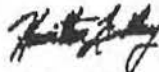
RE: LEGAL REPRESENTATION

Dear David Metzger,

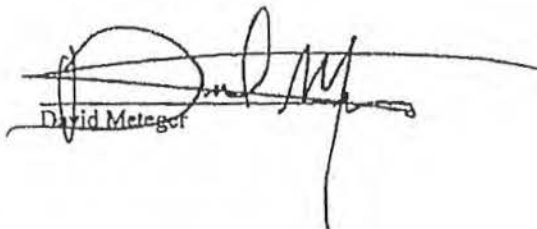
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Sincerely,



Hamilton P. Lindley



David Metzger



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Kenneth B. Neeld
16 Morning Light, Newport Coast, CA 92657

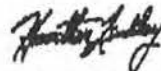
RE: LEGAL REPRESENTATION

Dear Kenneth B. Neeld,

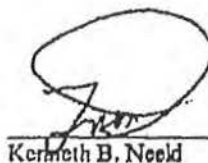
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Sincerely,



Hamilton P. Lindley



Kenneth B. Neeld

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Timothy Allen Ness
7008 S. High Cross Trail, Sioux Falls, SD 57108

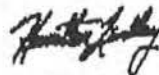
RE: LEGAL REPRESENTATION

Dear Timothy Allen Ness,


As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

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Sincerely,



Hamilton P. Lindley



Timothy Allen Ness

Deans & Lyons, LLP
7008 S. High Cross Trail, Sioux Falls, SD 57108
214.965.8504

EXHIBIT
20
PENGAD 800-651-6889

PETITIONER'S
EXHIBIT
20

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Daniel Y. Offe, Jr.
1908 Rosemont Drive #7, Greenville, NC 27858

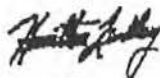
RE: LEGAL REPRESENTATION

Dear Daniel Y. Offe, Jr.,

As you are aware, I have recently joined the Law Firm Deans & Lyons, LLP (the "Firm"). As stated in previous correspondence, your files/pending matters have now been transferred to the Firm. You have previously signed an engagement letter and by this letter, I would request that you formally consent/acknowledge the transfer of your file(s) to the Firm by signing in the space provided below. I will be sending you a new Engagement Letter governing the terms of our representation on any pending matter and any new matters going forward unless otherwise indicated in writing.

If you have any questions or need any additional information, please do not hesitate to contact me. I appreciate the continued opportunity to be of service.

Sincerely,



Hamilton P. Lindley



Daniel Y. Offe, Jr.

Deans & Lyons, LLP | 1908 Rosemont Drive #7, Greenville, NC 27858 | Tel: 252.772.1100 | Fax: 252.772.1101 | www.deanslyons.com
1908 Rosemont Drive #7, Greenville, NC 27858 | Tel: 252.772.1100 | Fax: 252.772.1101 | www.deanslyons.com

tabbiter
PETITIONER'S EXHIBIT
21

PENGAD 800-631-6589
EXHIBIT
21

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Bill Orlicek
296 Riverpark Dr. Malvern, AR 72104


RE: LEGAL REPRESENTATION

Dear Bill Orlicek,

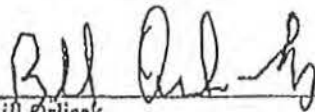
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Sincerely,



Hamilton P. Lindley


Bill Orlicek

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Adam Passaglia
1313 W. Nelson, Chicago, IL

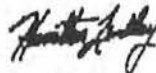
RE: LEGAL REPRESENTATION

Dear Adam Passaglia,

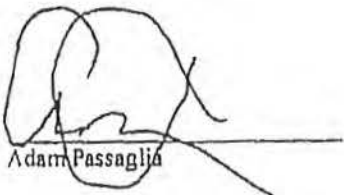
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Sincerely,



Hamilton P. Lindley



Adam Passaglia

Deans & Lyons, LLP
1313 W. Nelson, Chicago, IL 60642
214.965.8504



PENGAD 800-631-6989

DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.963.8504

March 1, 2013

Robert Sauser
c/o Velthoen Associates, 300 Banner Ct., Ste. 1, Modesto, CA 95356

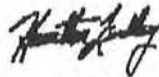
RE: LEGAL REPRESENTATION

Dear Robert Sauser,

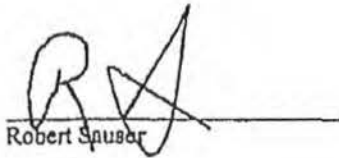
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Sincerely,



Hamilton P. Lindley



Robert Sauser



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Akber Shakir
4837 N. Tripp, Chicago, IL 60630

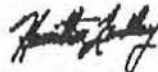
RE: LEGAL REPRESENTATION

Dear Akber Shakir,

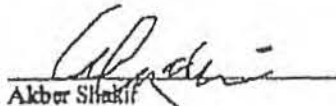
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Sincerely,



Hamilton P. Lindley



Akber Shakir



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.963.8504

March 1, 2013

Don Tape
10846 Dunham CRLS Summerland BC CA V0H1Z2

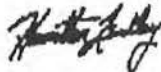
RE: LEGAL REPRESENTATION

Dear Don Tape,

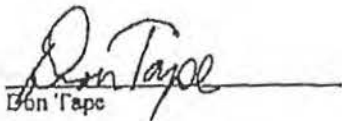
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Sincerely,



Hamilton P. Lindley



Don Tape



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Colin Taylor
63 Newton Road, Woodbridge, CT 06525

RE: LEGAL REPRESENTATION

Dear Colin Taylor,

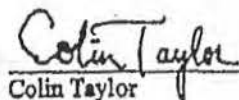
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Sincerely,



Hamilton P. Lindley


Colin Taylor



DEANS & LYONS

Hamilton P. Lindley
hlindley@deanslyons.com
214.965.8504

March 1, 2013

Gary Wilkerson
2200 Old Tin Top Road, Weatherford, TX 76087

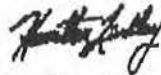
RE: LEGAL REPRESENTATION

Dear Gary Wilkerson,

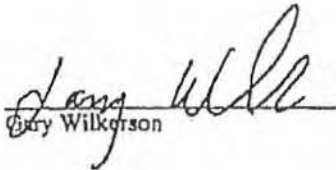
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Sincerely,



Hamilton P. Lindley



Gary Wilkerson



Appendix 2

ORIGINATION COMPENSATION AGREEMENT

This agreement (the "Agreement") is entered into between Goldfarb Branham LLP (the "Firm") and Hamilton Lindley (the "Lindley" and together with the Firm, the "Parties") for the purpose of defining and setting forth the payment of fees in cases originated by Lindley;

WHEREAS Lindley desires to keep developing a national securities litigation practice, (the "Practice"); and

WHEREAS, the Firm wishes to encourage and assist Lindley in developing the Practice for the benefit of Lindley and the Firm; and

NOW THEREFORE, PREMISES CONSIDERED, the Parties hereby agree as follows:

I. ORIGINATION COMPENSATION

In consideration of the foregoing and for which the Parties agree is good, valuable, and sufficient consideration, the Firm agrees that, for any cases in which the Firm is retained as a result of the exclusive efforts of Lindley on the basis of a contingent fee representation agreement (an "Lindley Case"), Lindley shall be entitled to forty percent (40%) of the net fee payable to and collected by the Firm as the result of any settlement, judgment, or other resolution of any Lindley Case (the "Lindley Contingency Fee"). The Firm shall be entitled to sixty percent (60%) of the net fee payable to and collected by the Firm as the result of any settlement, judgment, or other resolution of any Lindley Case (the "Firm Contingency Fee"). Upon extraordinary performance, the Firm may provide additional bonus compensation for originations and success. The term "exclusive efforts" will mean cases originated by Lindley from his own initiative. The "exclusive efforts" of Lindley include, but are not limited to, cases brought to the Firm by press releases, pre-existing clients of Lindley, and contacts of Lindley. The Firm and Lindley will confer regarding each potential engagement before the Firm accepts an engagement or initiates litigation, and the Parties agree that the Lindley Contingency Fee may be modified or less than 40% of the net fee (as described above) for certain cases that may require additional firm resources, in terms of lawyer and staff time, as well as advances of expenses, as may be necessary, provided however that the Lindley Contingency Fee shall not be less than 40% of the net fee unless agreed by the Parties in writing at the inception of the matter. For any cases in the Practice that involve current firm clients, the Firm may provide a bonus on an ad hoc basis. Any costs, expenses or fees advanced by the Firm in connection with any Lindley Case shall be, to the extent that such costs, fees or advances are not reimbursed by the client, reimbursed prior to the payment of any compensation to Lindley. In the event Lindley is responsible for generating a representation agreement from a client on an hourly basis or a fee arrangement other than full contingency, the Parties will agree upon the compensation terms for Lindley in writing, with such fees to Lindley to be no less than 7% of the actual net fee income realized by the Firm (the "Lindley Case Hourly Fee"). The Firm will pay Lindley Contingency Fee for Lindley Cases upon receipt of payment by client, no later than five days of receipt by Firm or after payment has cleared the Firm's bank account or the Firm's next payroll cycle, whichever is later.



II. TERM AND TERMINATION

This Agreement shall be terminable at will by either Party. The Firm will not retain an interest in any Lindley Case in which the Firm was retained during the term of this Agreement after termination by either Party. Lindley will retain all interests in the fees after termination of this Agreement. A list of current Lindley Cases are attached to this Agreement and is attached as Exhibit A.

III. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed under and governed by the laws of the State of Texas without regard to conflicts of law. Venue shall lie in Dallas County, Texas.

IV. ARBITRATION

In the event of any dispute or disagreement between the Parties arising from or relating to this Agreement or the relationship established between the Parties, the Parties agree to submit such dispute to binding arbitration pursuant to the following terms. Unless the Parties can agree upon a single arbitrator within 7 days of notice of the dispute, each Party shall have the right to appoint an arbitrator within 15 days of notice of the dispute and the two Party-appointed arbitrators shall appoint the third within 15 days of the date when they are first appointed. The arbitration shall be conducted in short form by written submission within 30 days of the appointment of the Tribunal, unless otherwise agreed by the Parties, and the Tribunal shall have 30 days from receipt of the complete submission in which to render its final and binding award, unless otherwise agreed by the Parties. The dispute resolution provisions of the Firm's Partnership Agreement will supersede this paragraph and provision.

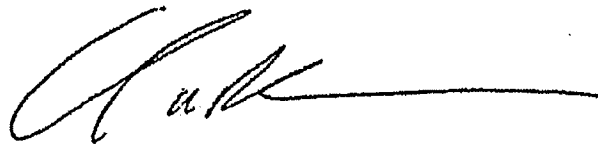
V. RENEGOTIATION

The Firm and Lindley may renegotiate the terms of this Agreement in six months, depending on the performance of Lindley.

VI. CONFIDENTIALITY

The Parties acknowledge and agree that the terms of this Agreement shall be maintained as confidential and will not be disclosed to any other lawyer at the Firm. This Agreement and its terms shall only be disclosed to the principals of the firm and such staff as necessary to carry out Firm business. The Firm may disclose this Agreement as necessary in the conduct of its business, including disclosure to financial professionals and accountants.

ACCEPTED AND AGREED:
GOLDFARB BRANHAM LLP



Charles W. Branham, III

Hamilton Lindley

Hamilton Lindley

EXHIBIT A

Client Number	Client	Origination	Active	Type of Case
1026.02	BP	Hamilton	Yes	Contingency
1027.01	Burlington Northern	Hamilton	No	Contingency
1029.01	AIPC	Hamilton	No	Contingency
1030.01	Parker Drilling	Hamilton	Yes	Contingency
1031.01	Akeena Solar	Hamilton	No	Contingency
1033.01	Eclipsys	Hamilton	Yes	Contingency
1034.01	Engelbrecht/Mark	Hamilton	Yes	Contingency
1035.01	Micrus	Hamilton	Yes	Contingency
1036.01	Talecris Blotherapeutics	Hamilton	Yes	Contingency
1037.01	Almost Family	Hamilton	Yes	Contingency
1038.01	Smith and Wesson	Hamilton	Yes	Contingency
1039.01	Avon Products	Hamilton	Yes	Contingency
1040.01	Playboy	Hamilton	No	Contingency
1041.01	Weatherford International	Hamilton	Yes	Contingency
1042.01	Matrixx	Hamilton	Yes	Contingency
1044.01	Canadian Solar	Hamilton	Yes	Contingency
1045.01	JDA Software	Hamilton	Yes	Contingency
1046.01	Lance	Hamilton	No	Contingency
1047.01	American Oil and Gas	Hamilton	Yes	Contingency
1048.01	GE	Hamilton	Yes	Contingency
1049.01	Healthgrades	Hamilton	Yes	Contingency
1050.01	Express Jet	Hamilton	No	Contingency
1051.01	Tidewater	Hamilton	Yes	Contingency
1052.01	Amedisys	Hamilton	Yes	Contingency
1053.01	Dynegy	Hamilton	No	Contingency
1054.01	Allis-Chalmers	Hamilton	No	Contingency
1055.01	Diamond Management	Hamilton	No	Contingency
1056.01	Osteotech	Hamilton	Yes	Contingency
1057.01	ICx Technologies	Hamilton	No	Contingency
1058.01	NBTY	Hamilton	No	Contingency
1059.01	AmeriCredit	Hamilton	No	Contingency
1068.01	American Apparel	Hamilton	Yes	Contingency
1075.01	Arena Pharmacy	Hamilton	Yes	Contingency
1076.01	InStar	Hamilton	No	Contingency
1077.01	St. Joe Company	Hamilton	No	Contingency

1078.01	CommScope	Hamilton	No	Contingency
1079.01	Tidewater	Hamilton	Yes	Contingency
1082.01	Mela Sciences	Hamilton	Yes	Contingency
1083.01	Baldor	Hamilton	Yes	Contingency
1084.01	EXCO	Hamilton	No	Contingency
1085.01	Micropac	Hamilton	No	Contingency
1086.01	Geron	Hamilton	No	Contingency
1087.01	Whitney Holding	Hamilton	No	Contingency
1088.01	Strayer Education	Hamilton	Yes	Contingency
1090.01	Marshall Ilsley	Hamilton	Yes	Contingency
1100.01	Silverleaf	Hamilton	No	Contingency
1106.01	Duncan Energy	Hamilton	Yes	Contingency
1107.01	Holly Corporation	Hamilton	Yes	Contingency
1108.01	Active Identity	Hamilton	Yes	Contingency
1109.01	Airtran	Hamilton	Yes	Contingency
1111.01	Atlas	Hamilton	Yes	Contingency
1112.01	Clarient	Hamilton	Yes	Contingency
1113.01	CLST	Hamilton	Yes	Contingency
1114.01	Conexant	Hamilton	Yes	Contingency
1115.01	Coinstar	Hamilton	Yes	Contingency
1116.01	Compellent	Hamilton	Yes	Contingency
1117.01	DeVry	Hamilton	Yes	Contingency
1118.01	Deibold	Hamilton	Yes	Contingency
1119.01	Fushi Copperweld	Hamilton	Yes	Contingency
1120.01	Genoptix	Hamilton	Yes	Contingency
1121.01	Gymboree	Hamilton	Yes	Contingency
1122.01	Harbin Electric	Hamilton	Yes	Contingency
1123.01	Isilon	Hamilton	Yes	Contingency
1124.01	JCrew	Hamilton	Yes	Contingency
1125.01	Lender Processing Services	Hamilton	Yes	Contingency
1126.01	Life Partners Holdings	Hamilton	Yes	Contingency
1126.02	LPHI - Snell, Neda of Puerto Rico	Hamilton	Yes	Contingency
1127.01	Lincoln Educational Services	Hamilton	Yes	Contingency
1128.01	Massey Energy Company	Hamilton	Yes	Contingency
1129.01	Medquist	Hamilton	Yes	Contingency
1130.01	Meta Financial Group	Hamilton	Yes	Contingency
1131.01	N Star	Hamilton	No	Contingency
1132.01	NYSE Euronext	Hamilton	Yes	Contingency

1133.01	Pfizer	Hamilton	Yes	Contingency
1134.01	SciClone	Hamilton	Yes	Contingency
1135.01	Smurfit	Hamilton	Yes	Contingency
1136.01	Vivus	Hamilton	Yes	Contingency
1137.01	Wilmington Trust	Hamilton	Yes	Contingency
1138.01	K-Sea Transportation	Hamilton	Yes	Contingency
1139.01	China Fire	Hamilton	Yes	Contingency
1140.01	Advanced Battery Systems	Hamilton	Yes	Contingency
1141.01	Encore Energy Partners	Hamilton	Yes	Contingency
1142.01	RNO International	Hamilton	Yes	Contingency
1143.01	Hercules	Hamilton	Yes	Contingency
1144.01	Bronco Drilling	Hamilton	Yes	Contingency
1145.01	Rural Metro	Hamilton	Yes	Contingency
1146.01	Puda Coal	Hamilton	Yes	Contingency
1149.01	Las Vegas Sands	Hamilton	Yes	Contingency
1150.01	Dayton Power & Light (DPL)	Hamilton	Yes	Contingency
1151.01	Sony Playstation Network	Hamilton	No	Contingency
1153.01	TradeStation	Hamilton	Yes	Contingency
1155.01	Constellation Energy	Hamilton	Yes	Contingency
1156.01	NIVS Intellimedia	Hamilton	Yes	Contingency
1157.01	Universal Travel Group, Inc.	Hamilton	Yes	Contingency
1160.01	GMX	Hamilton	Yes	Contingency
1163.01	Trans Atlantic	Hamilton	Yes	Contingency
1166.01	Skrivanek/Shelom	Hamilton	Yes	Contingency
1168.01	Medco	Hamilton	No	Contingency
1169.01	Kinetic Energy	Hamilton	Yes	Contingency
1170.01	Pride International	Hamilton	Yes	Contingency
1173.01	Motricity	Hamilton	Yes	Contingency
1174.01	Julper	Hamilton	Yes	Contingency
1178.01	Options Express	Hamilton	Yes	Contingency
1179.01	Prepaid Legal	Hamilton	Yes	Contingency
1180.01	International Coal	Hamilton	Yes	Contingency
1181.01	Venoco	Hamilton	Yes	Contingency
1182.01	Terremark	Hamilton	No	Contingency
1183.01	L&L Energy	Hamilton	Yes	Contingency

GOLDFARB PLLC

Fax

To: Hamilton Lindley	From: Jeffrey Goldfarb
Fax: (254) 753-7434	Phone: (254) 753-6437
Pages: 2 (including cover)	Date: February 4, 2016
Re: Confirmation	Ref#:

Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

● Message:

Confidentiality Notice

This message is intended only 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 if the reader of this message is not the intended recipient. You are hereby notified that any retention, use, dissemination, copying, distribution or the taking of any action in reliance on the contents of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by telephone and immediately and return or destroy this facsimile transmission.



GOLDFARB

PLLC

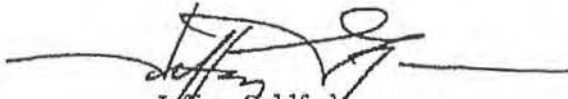
Jeffrey Goldfarb
D 214.583.2230

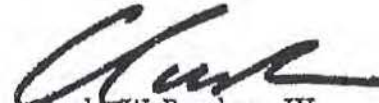
February 4, 2016

By Facsimile
Hamilton Lindley
Dunnam & Dunnam LLP
4125 West Waco Drive
Waco, TX 76710

Re: Confirmation

This confirms that: (1) Hamilton Lindley is to receive all funds from the Rural Metro matter, in full; (2) that the fee-splitting arrangement between all firms and their partners is resolved in its entirety; and (3) that no other partners existed at Goldfarb Branham LLP.


Jeffrey Goldfarb
Individually, and on behalf of Goldfarb PLLC
f/k/a Goldfarb Branham LLP


Charles W. Branham, III

