10/21/2019 "See News Release 044 for any Concurrences and/or Dissents."

SUPREME COURT OF LOUISIANA

NO. 2019-B-1389

IN RE: HAROLD D. REGISTER, JR.

ATTORNEY DISCIPLINARY PROCEEDING

PER CURIAM*

This disciplinary matter arises from formal charges filed by the Office of Disciplinary Counsel ("ODC") against respondent, Harold D. Register, Jr., a disbarred attorney.

PRIOR DISCIPLINARY HISTORY

Before we address the current charges, we find it helpful to review respondent's prior disciplinary history. Respondent was admitted to the practice of law in Louisiana in 1985. In 2003, respondent was publicly reprimanded by the disciplinary board and placed on supervised probation for eighteen months, with conditions, for failing to promptly disburse settlement funds, mishandling his client trust account, and neglecting legal matters. In April 2017, respondent and the ODC filed a joint petition for interim suspension, which we granted. *In re: Register*, 17-0691 (La. 4/27/17), 218 So. 3d 94 (Genovese, J., recused). On February 14, 2018, we disbarred respondent, retroactive to the date of his interim suspension, for misconduct involving his failure to provide competent representation to a client, neglect of a legal matter, and conversion of client and third-party funds. *In re: Register*, 17-1547 (La. 2/14/18), ___ So. 3d ___ (Genovese, J., recused).

* Genovese, J., recused.

Against this backdrop, we now turn to a consideration of the misconduct at issue in the instant proceeding.

FORMAL CHARGES

Count I

In January 2016, Inez Victorian retained respondent to represent her in a civil matter before the Department of Defense Inspector General's Office ("DoD"). Ms. Victorian paid respondent $2,500 in connection with the representation.

Ms. Victorian advised respondent that it was very important to her that correspondence with the DoD be sent via certified mail so that delivery could be confirmed. On March 30, 2016, respondent sent the completed DoD complaint form on Ms. Victorian's behalf, addressed to "The Pentagon." Seeing the address on the correspondence, Ms. Victorian contacted respondent's office to verify that the letter was sent by certified mail. Ms. Victorian was assured that the letter was mailed as requested, but she was provided with no certified mail receipt or tracking information.

Dissatisfied with respondent's representation, on May 6, 2016, by e-mail and in a telephone call, Ms. Victorian advised respondent that she was terminating the representation and that she wanted a refund of the unearned legal fee. On May 8, 2016, via certified mail to respondent's primary address registered with the Louisiana State Bar Association ("LSBA"), Ms. Victorian again notified respondent of the termination of the representation and again requested a refund of unearned fees. Respondent did not respond to Ms. Victorian's termination efforts, and none of the $2,500 fee has been returned.[1] Ms. Victorian lacked the funds to hire counsel

[1] Ms. Victorian has filed a claim with the LSBA's Client Assistance Fund.

to complete her matter before the DoD, and her complaint was dismissed. Ms. Victorian's efforts to retrieve her client file were unsuccessful.

In June 2016, Ms. Victorian filed a complaint against respondent with the ODC. Respondent did not submit a response to the complaint and has otherwise failed to cooperate with the ODC in its investigation.

The ODC alleges that respondent's conduct violated the following provisions of the Rules of Professional Conduct: Rules 1.5(f)(5) (when the client pays the lawyer a fixed fee, a minimum fee, or a fee drawn from an advanced deposit, and a fee dispute arises between the lawyer and the client, the lawyer shall immediately refund the unearned portion of such fee, if any), 1.16(d) (obligations upon termination of the representation), 8.1(b) (failure to respond to a lawful demand for information from a disciplinary authority), 8.1(c) (failure to cooperate with the ODC in its investigation), and 8.4(a) (violation of the Rules of Professional Conduct).

Count II

Respondent was hired to represent Nelson Chambers in the filing of an application for post-conviction relief. Consistent therewith, on November 17, 2014, respondent wrote to Mr. Chambers advising him of the representation. The agreed-to fee for the representation was $5,000, which sum Mr. Chambers' mother paid on his behalf.

The docket summary in the post-conviction matter reflects no activity of record by respondent after he sent the November 17, 2014 letter to Mr. Chambers. Unable to contact respondent, on June 8, 2015, Mr. Chambers filed with the court a request for an extension of time within which to file his application for post-conviction relief. This request was denied.

Realizing that the time limitations for seeking relief were running, Mr. Chambers then sought the return of his client file. Unsuccessful on his own, Mr.

Chambers enlisted the assistance of Rhonda Campbell. Ms. Campbell owns an investigative service and had worked with respondent in the past. Ms. Campbell called respondent on approximately ten occasions seeking Mr. Chambers' client file, but none of her calls were returned. On March 31, 2016, she sent a certified letter to respondent, which was received on April 4, 2016. Receiving no response, she sent a second certified letter to respondent, which was received on April 12, 2016. Again, respondent did not respond. With each letter, Ms. Campbell included March 27, 2016 correspondence from Mr. Chambers in which Mr. Chambers set forth that Ms. Campbell was assisting him in his efforts to retrieve his client file.

In December 2016, Mr. Chambers submitted a pro se application for post-conviction relief, therein explaining that the delay in submission was due to the lack of efforts by counsel (respondent). The application for post-conviction relief was denied, and Mr. Chambers' application for writs to the court of appeal was likewise denied. *State v. Chambers*, 17-0069 (La. App. 3rd Cir. 6/15/17) (not designated for publication).

In April 2016, Ms. Campbell filed a complaint against respondent with the ODC. After the complaint was filed, respondent did provide Mr. Chambers with six or seven pages of documents. Nevertheless, Mr. Chambers does not believe that this represents his entire client file. None of the fee paid by Mr. Chambers' mother has been refunded. Respondent did not submit a response to Ms. Campbell's complaint and has otherwise failed to cooperate with the ODC in its investigation.

The ODC alleges that respondent's conduct violated the following provisions of the Rules of Professional Conduct: Rules 1.3 (a lawyer shall act with reasonable diligence and promptness in representing a client), 1.4 (failure to communicate with a client), 1.5(f)(5), 1.16(d), 8.1(b), 8.1(c), 8.4(a), and 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation).

Count III

In April 2013, Larry Butler retained respondent to represent his interests in two separate matters arising out of his alleged wrongful incarceration. Mr. Butler signed a written contingent fee agreement on September 10, 2013. In October 2015, Mr. Butler was released from incarceration, and he contacted respondent seeking information regarding the status of his litigation. Unable to contact respondent, on November 23, 2015, Mr. Butler wrote a letter, asking that respondent provide him with court information and docket numbers for his case.

On December 2, 2015, respondent wrote to Mr. Butler. He forwarded a $600 check as a "loan," and indicated that full payment would be due from Mr. Butler upon "settlement" and "deducted from any settlement funds received." Respondent sent Mr. Butler an additional $600 on December 7, 2015. On April 10, 2016, respondent advised Mr. Butler that the defendants had been served and had filed a motion to dismiss Mr. Butler's suit. Respondent also advised Mr. Butler that he would be opposing the motion. On May 28, 2016, respondent telephoned Mr. Butler to advise that his suit had been dismissed. Mr. Butler again requested copies of the pleadings and the court's judgment, to no avail. Since this telephone conversation, Mr. Butler has been unable to reach respondent. On December 21, 2016, Mr. Butler wrote to respondent, but he did not receive a response.

In July 2016, Mr. Butler filed a complaint against respondent with the ODC. Respondent did not submit a response to the complaint and has otherwise failed to cooperate with the ODC in its investigation.

The ODC was able to locate two lawsuits in which respondent represented Mr. Butler, one pending in the 19th Judicial District Court for the Parish of East Baton Rouge and the other pending in the United States District Court for the

Western District of Louisiana.[2] The docket summary in the 19th JDC litigation reflects that respondent filed a petition for judicial review on behalf of Mr. Butler on November 6, 2013, shortly after the signing of the written contingent fee agreement. The submitted pauper form was incorrect, and the issue regarding the request for pauper status was not resolved until September 2014. On December 17, 2015, a status conference set by the commissioner was passed without date in light of Mr. Butler's release from incarceration in October of that year. The docket summary reflects no further activity.

The docket summary in the federal court litigation reflects that respondent filed a complaint on Mr. Butler's behalf on March 24, 2014. The defendant filed a motion to dismiss, and respondent submitted a memorandum in opposition. The motion to dismiss was granted on December 4, 2015, and the docket summary reflects no further activity. Thus, at the time respondent wrote to Mr. Butler transmitting a "loan" pending "settlement," Mr. Butler's federal suit had already been dismissed. In May 2016, when Mr. Butler learned of the dismissal of his suit, the suit had already been dismissed for six months. Mr. Butler has since attempted to obtain legal representation, but he has been advised by several attorneys that they cannot help him with his legal matters.

After respondent was placed on interim suspension in April 2017, a curator was appointed to collect and disburse respondent's client files. The curator located Mr. Butler's file and returned it to him on November 30, 2017.

The ODC alleges that respondent's conduct violated the following provisions of the Rules of Professional Conduct: Rules 1.4, 1.16(d), 8.1(b), 8.1(c), 8.4(a), and 8.4(c).

[2] The formal charges state that neither suit bears the docket number "129325," which respondent had referenced in his letters to Mr. Butler, and "Mr. Butler is not aware of a third suit." However, the numerals "129325" do not appear to refer to a lawsuit but instead to Mr. Butler's DOC number.

Count IV

Respondent was hired to represent Herbert Prejean in the filing of an application for post-conviction relief. Mr. Prejean's parents signed a retainer agreement on November 11, 2011 which provided in pertinent part:

> Client agrees to pay the retainer fee of $15,000.00 in the following terms: $5,000, paid on NOVEMVER [sic] 11, 2011, and the remaining balance to be paid MONTHLY at $300.00. The fee will serve as a retainer to begin action on the above. If additional expenses or fee[s] are assessed during the case the client will be notified of the same.
>
> * * *
>
> *SUBJECT FEE OR ANY ADDITIONAL FUNDS PAID BY CLIENT(S) IS (ARE) NON-REFUNDABLE, REGARDLESS OF HOW THE CASE IS RESOLVED. IF SUBJECT CASE IS DISMISSED, GOES TO TRIAL, OR IF A PRE-TRIAL AGREEMENT IS REACHED, A REFUND WILL NOT BE PROVIDED.* [Emphasis in original.]

In accordance with the terms of the agreement, the Prejeans delivered to respondent a total of $15,000, receiving receipts for each payment. The first payment was delivered on November 8, 2011. Thereafter, regular monthly payments were delivered to respondent, with the last payment being made in July 2014.

The record in Mr. Prejean's criminal case reflects two January 12, 2012 filings by respondent: a motion to enroll and a motion for discovery, both of which were granted on February 1, 2012. There is no further activity of record. Shortly thereafter, the Prejeans were unable to make contact with respondent, and they were unable to verify any progress in the representation.

Dissatisfied with the representation, the Prejeans asked respondent for an accounting, but he did not respond. As a result, they terminated the representation and requested return of $10,000 of the $15,000 fee they paid. Instead of the requested $10,000, respondent refunded to the Prejeans $1,500 via check dated April 29, 2016 and written on his operating account. The Prejeans disagreed with

respondent's unilateral determination regarding the amount of the fee to which he was entitled; however, their attempts to discuss the issue with respondent were futile.[3]

In August 2016, the Prejeans filed a complaint against respondent with the ODC. Respondent did not submit a response to the complaint and has otherwise failed to cooperate with the ODC in its investigation.

The ODC alleges that respondent's conduct violated the following provisions of the Rules of Professional Conduct: Rules 1.3, 1.4, 1.5(a) (a lawyer shall not make an agreement for, charge, or collect an unreasonable fee), 1.5(f)(3) (when the client pays the lawyer an advance deposit against fees which are to accrue in the future on an hourly or other agreed basis, the funds remain the property of the client and must be placed in the lawyer's trust account; the lawyer may transfer these funds as fees are earned to the operating account, but must render a periodic accounting for these funds), 1.5(f)(5), 1.16(d), 8.1(b), 8.1(c), 8.4(a), and 8.4(c).

Count V

Respondent was retained to represent Ke'Shawn Jones in a personal injury matter arising out of an August 9, 2014 automobile accident. Mr. Jones does not recall signing or receiving a written contingent fee agreement; however, in a text message sent to Mr. Jones' mother in December 2016, respondent wrote, "My fee is 40% if a lawsuit is filed and 33 1/3% if No lawsuit is filed But I will not charge the entire 40%."

The matter was ultimately resolved by settlement. The insurer issued three checks payable to Mr. Jones and respondent totaling $133,446.68. The first check, dated December 20, 2016 and in the amount of $93,446.68, was deposited into

[3] The Prejeans have filed a claim with the LSBA's Client Assistance Fund.

respondent's client trust account on December 29, 2016. Mr. Jones advised the ODC that the signature on the back of the check is not his own, his name is misspelled in the signature, and he had not given respondent permission to sign his name. Indeed, at the time the check was endorsed, Mr. Jones was unaware of its issuance.

The second and third checks were issued on March 2, 2017 and were in the amount of $15,000 and $25,000, respectively. Both checks were deposited into respondent's client trust account on March 13, 2017. Mr. Jones advised the ODC that the signatures on the checks are not his own, his name is misspelled in the signature, and he had not given respondent permission to sign his name. Once again, at the time the checks were endorsed, Mr. Jones was unaware of their issuance.

On March 31, 2017, Mr. Jones and his mother met with respondent to receive Mr. Jones' share of the settlement proceeds. Respondent explained that after his fee and amounts due to third parties were withheld, Mr. Jones would be receiving approximately $40,000. Mr. Jones' mother challenged respondent's calculations, presenting him with documentation reflecting that Mr. Jones' medical bills had already been paid by the insurer directly to the third-party providers. Respondent then advised that Mr. Jones would receive $56,000 from the settlement proceeds. Respondent offered Mr. Jones a check in the amount of $25,000, advising that his secretary had written the check for the wrong amount and that Mr. Jones would need to wait a while for the remainder. Mr. Jones was distrustful and did not accept the check, indicating that he would wait for the corrected check.

Thereafter, Mr. Jones and his mother made numerous attempts to schedule a meeting with respondent so that Mr. Jones could receive his settlement disbursement, without success. Mr. Jones has not received any funds from the settlement of his lawsuit. The money respondent received is unaccounted for, and bank records of respondent's trust account reflect that his balance was as low as $35,760.16 by April 2017.

In July 2017, a warrant was issued in Lafayette Parish for respondent's arrest on a charge of felony theft arising out of his representation of Mr. Jones.

The ODC opened an investigation into this matter in August 2017. The ODC sent notice of the complaint to respondent at his LSBA registered primary address; however, respondent had moved from that address and failed to notify the LSBA of the change in his primary registration address, as required. Respondent did not submit a response to the complaint and has otherwise failed to cooperate with the ODC in its investigation.

After respondent was placed on interim suspension in April 2017, a curator was appointed to collect and disburse respondent's client files. Although the curator located three client files for Mr. Jones, the file associated with Mr. Jones' 2014 automobile accident was not recovered.

The ODC alleges that respondent's conduct violated the following provisions of the Rules of Professional Conduct: Rules 1.1(c) (a lawyer is required to comply with all annual professional obligations, including timely notification of changes of address), 1.5(c) (a contingent fee agreement shall be in a writing signed by the client), 1.15(d) (upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person, deliver any funds or property the client or third person is entitled to receive, and upon request, promptly render a full accounting regarding such property), 1.16(d), 8.1(b), 8.1(c), 8.4(a), and 8.4(c).

Count VI

In April 2015, Leeon Ray Middleton retained respondent to handle a divorce and community property settlement. The agreed-upon fee was $1,500, which Mr. Middleton paid in cash.

Mr. Middleton obtained a judgment of divorce in January 2017. Respondent advised Mr. Middleton that his ex-wife was requesting $9,000 in order to resolve the community property settlement. Mr. Middleton's sister loaned her brother $9,000, which Mr. Middleton then delivered to respondent in the form of a cashier's check.

Thereafter, communication with respondent was limited. When Mr. Middleton was able to contact respondent to inquire about the status of the community property settlement, respondent advised that he was attempting to negotiate a better resolution, such that Mr. Middleton might receive a refund of a portion of the $9,000. During their last conversation, which Mr. Middleton believes was in the spring of 2017, respondent advised that he was attempting to negotiate a $4,500 settlement. At that point, communication ceased. Respondent's law office closed, and his office telephone was no longer in service. Calls by Mr. Middleton to respondent's home telephone went unanswered as well.

Mr. Middleton's former wife advised the ODC that she received nothing from the community property settlement. Ms. Middleton explained that respondent asked her to provide him with a written statement of the amount she required to settle the community property distribution. Ms. Middleton e-mailed respondent that she expected to recover between $3,000 and $6,000; however, respondent did not contact her again. Ms. Middleton advised that her e-mail to respondent was sent prior to the judgment of divorce.

The $9,000 that Mr. Middleton gave to respondent to settle his community property distribution remains unaccounted for. Bank records of respondent's trust account reflect that his balance was as low as $896.99 by December 2016. Thus, when respondent told Mr. Middleton in the spring of 2017 that he was still negotiating with Ms. Middleton, the $9,000 had already been removed from respondent's client trust account.

Mr. Middleton is over 65 years of age and retired. His community property settlement remains unresolved. The delay in resolution has prevented Mr. Middleton from placing a piece of property on the market. Mr. Middleton does not have the funds to hire another attorney.[4]

In November 2017, Mr. Middleton filed a complaint against respondent with the ODC. Respondent did not submit a response to the complaint and has otherwise failed to cooperate with the ODC in its investigation.

After respondent was placed on interim suspension in April 2017, a curator was appointed to collect and disburse respondent's client files. Mr. Middleton confirmed that the curator located his file and returned it to him.

The ODC alleges that respondent's conduct violated the following provisions of the Rules of Professional Conduct: Rules 1.3, 1.4, 1.15(a) (a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property), 1.15(d), 8.1(b), 8.1(c), 8.4(a), and 8.4(c).

DISCIPLINARY PROCEEDINGS

In March 2018, the ODC filed formal charges against respondent as set forth above. Respondent was served with the formal charges but failed to answer. Accordingly, the factual allegations contained therein were deemed admitted and proven by clear and convincing evidence pursuant to Supreme Court Rule XIX, § 11(E)(3). No formal hearing was held, but the parties were given an opportunity to file with the hearing committee written arguments and documentary evidence on the issue of sanctions. Respondent filed nothing for the hearing committee's consideration.

[4] Mr. Middleton has filed a claim with the LSBA's Client Assistance Fund.

Hearing Committee Report

After considering the ODC's deemed admitted submission, the hearing committee found that all facts as set forth in the formal charges are deemed admitted and proven. Based on these facts, the committee determined that respondent violated the Rules of Professional Conduct as alleged in the formal charges.[5]

The committee then determined that respondent violated duties owed to his clients, the public, and the legal profession. Respondent's neglect and inadequate communication with his clients was knowing and intentional and served to conceal his knowing and intentional conversion of client funds, which was accomplished through misrepresentation and, in Count V, forgery. Respondent's failure to respond to or otherwise cooperate with the ODC in its investigation was intentional. His failure to maintain proper registration information was also knowing and intentional. Respondent's misconduct caused actual harm to his clients, who were deprived of their funds, and to the ODC, which was forced to unnecessarily expend its limited resources and time to sufficiently investigate these matters. After considering the ABA's *Standards for Imposing Lawyer Sanctions*, the committee determined that the baseline sanction is disbarment.

In aggravation, the committee found the following factors: a prior disciplinary record, a dishonest or selfish motive, a pattern of misconduct, multiple offenses, bad faith obstruction of the disciplinary proceeding by intentionally failing to comply with the rules or orders of the disciplinary agency, refusal to acknowledge the wrongful nature of the conduct, substantial experience in the practice of law (admitted 1985), and indifference to making restitution.

[5] The committee did not specifically find that respondent violated Rule 1.1(c), as alleged in Count V of the formal charges; however, the committee subsequently noted that respondent's "failure to maintain proper registration information" was knowing and intentional.

In mitigation, the committee recognized that on August 21, 2017, respondent signed a five-year recovery agreement with the Judges and Lawyers Assistance Program ("JLAP") in connection with his diagnosis of a gambling disorder. Following his 2017 arrest, respondent was referred to the Center of Recovery (CORE) for treatment on July 19, 2017. He was discharged on August 15, 2017. As of June 25, 2018, JLAP had advised the ODC that respondent was compliant with his recovery agreement.

After further considering this court's prior jurisprudence addressing similar misconduct, as well as the permanent disbarment guidelines, the committee recommended that respondent be permanently disbarred.

Neither respondent nor the ODC filed an objection to the hearing committee's report.

Disciplinary Board Recommendation

After review, the disciplinary board acknowledged that the factual allegations in the formal charges were deemed admitted and proven. The board also found that the hearing committee correctly applied the Rules of Professional Conduct.[6]

The board agreed that respondent knowingly and intentionally violated duties owed to his clients, the public, and the legal profession, causing actual harm and that the baseline sanction is disbarment.

The board adopted the aggravating factors found by the committee. In mitigation, the board noted that respondent failed to prove that his misconduct was caused by his gambling disorder, despite the evidence that respondent entered into a JLAP contract because of this disorder. This causal connection is needed to establish the mitigating factor of mental disability under the ABA Standards. Nevertheless,

[6] The board corrected the committee's oversight concerning the Rule 1.1(c) allegation as alleged in Count V.

the board recognized that the mitigating factor of personal or emotional problems has been proven by the evidence of respondent's gambling disorder.

After considering respondent's conduct in light of the permanent disbarment guidelines as well as the court's prior jurisprudence addressing similar misconduct, the board recommended that respondent be permanently disbarred.

Neither respondent nor the ODC filed an objection to the disciplinary board's recommendation.

DISCUSSION

Bar disciplinary matters fall within the original jurisdiction of this court. La. Const. art. V, § 5(B). Consequently, we act as triers of fact and conduct an independent review of the record to determine whether the alleged misconduct has been proven by clear and convincing evidence. *In re: Banks*, 09-1212 (La. 10/2/09), 18 So. 3d 57.

In cases in which the lawyer does not answer the formal charges, the factual allegations of those charges are deemed admitted. Supreme Court Rule XIX, § 11(E)(3). Thus, the ODC bears no additional burden to prove the factual allegations contained in the formal charges after those charges have been deemed admitted. However, the language of § 11(E)(3) does not encompass legal conclusions that flow from the factual allegations. If the legal conclusion the ODC seeks to prove (i.e., a violation of a specific rule) is not readily apparent from the deemed admitted facts, additional evidence may need to be submitted in order to prove the legal conclusions that flow from the admitted factual allegations. *In re: Donnan*, 01-3058 (La. 1/10/03), 838 So. 2d 715.

The record in this deemed admitted matter supports a finding that respondent engaged in serious attorney misconduct, including neglect of his clients' legal matters, failure to communicate with his clients, conversion of client funds, and

failure to cooperate with the ODC in its investigation. This misconduct is a violation of the Rules of Professional Conduct as alleged in the formal charges.

Having found evidence of professional misconduct, we now turn to a determination of the appropriate sanction for respondent's actions. In determining a sanction, we are mindful that disciplinary proceedings are designed to maintain high standards of conduct, protect the public, preserve the integrity of the profession, and deter future misconduct. *Louisiana State Bar Ass'n v. Reis*, 513 So. 2d 1173 (La. 1987). The discipline to be imposed depends upon the facts of each case and the seriousness of the offenses involved considered in light of any aggravating and mitigating circumstances. *Louisiana State Bar Ass'n v. Whittington*, 459 So. 2d 520 (La. 1984).

The record further supports a finding that respondent knowingly and intentionally violated duties owed to his clients, the public, and the legal profession. His misconduct caused significant actual harm. The baseline sanction for this type of misconduct is disbarment. The record supports the aggravating and mitigating factors found by the disciplinary board.

In their respective reports, the hearing committee and the disciplinary board concluded that respondent's offenses are so egregious that he should be permanently prohibited from applying for readmission to the bar. We agree.

In Appendix D to Supreme Court Rule XIX, we set forth guidelines illustrating the types of conduct that might warrant permanent disbarment.[7] Respondent failed to refund a total of $16,000 in unearned fees paid by Ms. Victorian, Ms. Chambers, and the Prejeans, effectively converting those funds to his own use. He also converted $9,000 delivered to him by Mr. Middleton for the settlement of Mr. Middleton's community property matter. Finally, respondent

[7] Effective May 15, 2019, the Appendices to Supreme Court Rule XIX were deleted in their entirety and replaced with new Appendices. The permanent disbarment guidelines are now listed under Rule XIX, Appendix D instead of Appendix E.

converted an undetermined amount of Mr. Jones' personal injury settlement, which totaled $133,446.68.[8] As such, we find that respondent's conduct amounts to repeated or multiple instances of intentional conversion of client funds with substantial harm, as required by Guideline 1 of the permanent disbarment guidelines set forth in Supreme Court Rule XIX, Appendix D. Respondent's conduct demonstrates a disregard for his clients and for his duties as an attorney. In order to protect the public and maintain the high standards of the legal profession in this state, respondent should not be allowed the opportunity to return to the practice of law in the future. Accordingly, we will adopt the board's recommendation and permanently disbar respondent. We will also order respondent to make restitution, with legal interest, as follows: (1) to Inez Victorian (or the LSBA's Client Assistance Fund) in the amount of $2,500; (2) to Mary Chambers (paid on behalf of Nelson Chambers) in the amount of $5,000; (3) to James and Cary Jane Prejean (paid on behalf of Herbert Prejean) (or the LSBA's Client Assistance Fund) in the amount of $8,500; and (4) to Leeon Ray Middleton (or the LSBA's Client Assistance Fund) in the amount of $9,000. In the Ke'Shawn Jones matter, we order respondent to provide an accounting to Mr. Jones and make appropriate restitution to him for the settlement funds he is owed.

DECREE

Upon review of the findings and recommendations of the hearing committee and disciplinary board, and considering the record, it is ordered that Harold D. Register, Jr., Louisiana Bar Roll number 16764, be and he hereby is permanently

[8] Respondent received a total of $133,446.68 in settlement of Mr. Jones' claim. The medical providers were paid directly by the insurer. Mr. Jones has received none of the settlement funds. Respondent has indicated that Mr. Jones is entitled to varying amounts: 60% of the net proceeds, $40,000, or $56,000. Without an accounting from respondent and a clarification of the fee agreement, we cannot determine the exact amount of the settlement owed to Mr. Jones.

disbarred. His name shall be stricken from the roll of attorneys and his license to practice law in the State of Louisiana shall be revoked. Pursuant to Supreme Court Rule XIX, § 24(A), it is further ordered that respondent be permanently prohibited from being readmitted to the practice of law in this state. It is further ordered that respondent make restitution to his victims, with legal interest, and repay to the Louisiana State Bar Association's Client Assistance Fund any amounts paid to claimants on his behalf. All costs and expenses in the matter are assessed against respondent in accordance with Supreme Court Rule XIX, § 10.1, with legal interest to commence thirty days from the date of finality of this court's judgment until paid.