

Supreme Court of Louisiana

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FROM: CLERK OF SUPREME COURT OF LOUISIANA

The Opinions handed down on the **5th day of May, 2023** are as follows:

PER CURIAM:

[2022-B-01822](#)

[IN RE: CLINT L. PIERSON, JR.](#)

DISBARMENT IMPOSED. SEE PER CURIAM.

Retired Justice E. Joseph Bleich appointed Justice ad hoc, sitting for Crain, J., recused in case number 2022-B-01822 only

SUPREME COURT OF LOUISIANA

NO. 2022-B-1822

IN RE: CLINT L. PIERSON, JR.

ATTORNEY DISCIPLINARY PROCEEDING

PER CURIAM*

This disciplinary matter arises from formal charges filed by the Office of Disciplinary Counsel (“ODC”) against respondent, Clint L. Pierson, Jr., an attorney licensed to practice law in Louisiana.

UNDERLYING FACTS

The Kraus Matter

By way of background, in 2008 respondent and others established an LLC (“the LLC”)¹ for the purpose of acquiring approximately 170 acres in Yukon, Oklahoma from the Archdiocese of Oklahoma City (“the Archdiocese”). At all pertinent times, respondent owned a 33.3% interest in the LLC. According to respondent, at all pertinent times, the LLC had debts but no assets.²

In March 2015, Bridgette Kraus hired respondent to handle her divorce. On March 16, 2015, respondent filed a petition for divorce on Ms. Kraus’ behalf. On September 21, 2015, Ms. Kraus received a partial community property settlement check from her estranged husband in the amount of \$804,155.52, and she deposited the check into her personal bank account the same day.

* Retired Justice E. Joseph Bleich appointed Justice ad hoc, sitting for Crain, J., recused.

¹ The LLC was initially named I-40 Properties, LLC, but it was renamed Prairie West Holdings, LLC in 2014.

² While the LLC never secured ownership of the property, it had financial obligations to the Archdiocese. Consequently, the LLC had no income, no accounts receivable, owned no property, and had a bank account with a balance near zero.

Also on September 21, 2015, while respondent still represented Ms. Kraus in the divorce proceeding, she met with respondent and another partial owner of the LLC named Carey Meredith. Mr. Meredith is not an attorney. Following this meeting, Ms. Kraus agreed to loan the LLC \$500,000.57. That same day, respondent and Mr. Meredith (both as representatives of the LLC) executed an unsecured promissory note in favor of Ms. Kraus in the amount of \$500,000, with interest at the rate of 10% per year, payable on or before September 2016. The promissory note also included an attorney's fee provision of 15% in the event the note was not paid timely and legal assistance was necessary to collect on the note.

Ms. Kraus transferred the \$500,000.57 to the LLC in two separate transactions as follows:

1. On September 21, 2015, Ms. Kraus wrote a personal check made payable to "Clint Pierson" in the amount of \$95,460. Respondent endorsed the check over to the LLC, and the transaction cleared Ms. Kraus' bank account on September 28, 2015. According to respondent, the \$95,460 was used to pay the LLC's operating expenses; and
2. On September 22, 2015, Ms. Kraus electronically transferred \$404,540.57 directly into a MidFirst Bank account under the ownership and control of the Archdiocese. According to respondent and corroborated by a September 22, 2015 email from respondent to the Archdiocese, the \$404,540.57 was to satisfy an interest payment the LLC owed to the Archdiocese.

Although there was a written promissory note, according to Ms. Kraus, she did not understand that respondent was signing the note as a representative of the LLC instead of personally, and respondent conceded this was never explained to her. Respondent also never advised Ms. Kraus that he was not representing her interests in this transaction, and he failed to disclose to her that the LLC had no assets.

Furthermore, Ms. Kraus was never advised to seek independent legal counsel before providing the loan.

The note matured without repayment to Ms. Kraus. Thereafter, respondent continued to assure Ms. Kraus that either he or the LLC would repay her. Although the LLC paid Ms. Kraus \$50,000 in interest on November 3, 2016, she has not been able to collect any of the principal amount.

In September 2017, Ms. Kraus filed a lawsuit against the LLC, respondent, and Mr. Meredith in an effort to collect the amount due on the promissory note. After the lawsuit was filed, Ms. Kraus received another \$25,000. The lawsuit is still pending.³

The Verges Matter

In 1998, Donna Verges hired respondent to represent her in her pending child support matter, which was very contentious. Respondent enrolled as additional counsel of record for Ms. Verges in May 1998. During the course of the eighteen-year representation, respondent successfully obtained a much higher child support payment for Ms. Verges. Respondent withdrew from the representation in July 2016 after Ms. Verges obtained new counsel.

In February 2009, during the representation, respondent borrowed \$5,000 from Ms. Verges. The terms of the loan were never reduced to writing, and respondent never advised Ms. Verges to seek independent counsel before providing him the loan. Over the next seven years, Ms. Verges requested repayment of the loan several times. Respondent finally repaid the \$5,000 in August 2016, but he did not pay Ms. Verges any interest.

³ At the time of respondent's disciplinary hearing, which occurred on October 21, 2021, neither respondent nor the LLC had filed an answer to the lawsuit. However, the day after the disciplinary hearing, respondent and the LLC filed a joint answer, in which they denied all substantive allegations in Ms. Kraus' petition, including the fact that she was owed any money.

The Saucier Matter

Respondent has represented Michael Saucier and his company, Gulf States Real Estate Services, regarding various legal matters for more than twenty years. On November 13, 2020, while respondent was representing Mr. Saucier in one of these matters, Mr. Saucier loaned respondent \$27,671.04 to purchase a new vehicle for respondent's wife. Although the loan was memorialized in a promissory note and secured through a lien on the vehicle, respondent never advised Mr. Saucier to seek independent counsel before providing him the loan. Furthermore, Mr. Saucier did not give written informed consent to respondent's role in the transaction. Nevertheless, respondent repaid the loan in a timely manner.

DISCIPLINARY PROCEEDINGS

In June 2021, the ODC filed formal charges against respondent. With respect to the Kraus matter, the ODC alleged that respondent violated Rules 1.8(a) (a lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client unless certain conditions are met), 2.1 (in representing a client, a lawyer shall exercise independent professional judgment and render candid advice), 8.4(a) (violation of the Rules of Professional Conduct), and 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation) of the Rules of Professional Conduct. With respect to the Verges and the Saucier matters, the ODC alleged that respondent violated Rules 1.8(a), 2.1, and 8.4(a) of the Rules of Professional Conduct.

Respondent answered the formal charges and denied the allegations of misconduct. In light of respondent's answer, the matter proceeded to a formal hearing on the merits.

Formal Hearing

The hearing committee conducted the formal hearing on October 21, 2021. Both respondent and the ODC introduced documentary evidence and called witnesses to testify before the committee. Respondent also testified on his own behalf and on cross-examination by the ODC.

In his testimony before the committee, respondent indicated that in addition to being an attorney, he also attempted to get into the business of real estate development through the LLC. Respondent admitted that the LLC has no income or accounts receivable, has a bank account with a zero or close to zero balance, and owns no movable or immovable property. He also admitted to having a substantial amount of liens and judgments against him personally.

Regarding the Kraus matter, although respondent pointed out that attorney Frank Tranchina enrolled as additional counsel for Ms. Kraus in January 2016, he admitted he was Ms. Kraus' attorney in September 2015 when she provided the LLC with the loan. Respondent claimed he and Ms. Kraus had conversations about investing some of her partial community property settlement prior to her receiving same. He also claimed that Ms. Kraus asked about investing in the LLC.

Respondent admitted he never explained to Ms. Kraus that the loan was unsecured. However, he believed Mr. Meredith had explained it to her. He further admitted that the LLC has never had enough assets to satisfy the \$500,000 obligation to Ms. Kraus, and he never explained that to her. He also never advised Ms. Kraus to seek the advice of independent counsel before providing the loan. Furthermore, respondent never explained to Ms. Kraus that he was not acting as her attorney in the loan transaction.

Regarding the Verges matter, respondent admitted he obtained a \$5,000 loan from Ms. Verges in February 2009 while he was representing her in a child custody matter. He testified that, at the time he obtained the loan, he had "horrendous

financial and medical problems.” He admitted there were no set terms for the repayment of the loan, and nothing was in writing. Respondent repaid the \$5,000 in August 2016, after Ms. Verges asked several times to be repaid, but he did not pay her any interest. He also admitted that he never advised Ms. Verges to seek the advice of independent counsel before providing him with the loan. Additionally, he never advised her that he was not acting as her attorney with respect to the loan or that the loan was unsecured.

With respect to the Saucier matter, respondent testified that he needed the loan to buy his wife a new car because they did not have the funds to repair her old car. He and Mr. Saucier had a promissory note, and he timely paid Mr. Saucier back with interest. However, respondent admitted he never advised Mr. Saucier to seek independent counsel, and he did not advise Mr. Saucier that he was not acting as his attorney with respect to the loan.

Respondent further indicated that, although Mr. Saucier was a client, they were very good friends who interacted socially. He also stated that he was not Mr. Saucier’s only attorney. He claimed he obtained a loan from Mr. Saucier because of their friendship, not because of their attorney-client relationship.

Ms. Kraus testified that she is not well-versed in financial matters. During her marriage, her husband handled all of the finances and provided her with an allowance. She decided to seek a divorce because her husband was controlling and mentally and emotionally abusive.

When she received the \$804,000 partial community property settlement in September 2015, she did not know what to do with the money. She told respondent that she was worried and nervous about keeping such a large amount in her bank account. At the time, she was also depressed and anxious about the divorce.

Within 24 hours of receiving the partial settlement, she indicated that respondent approached her about investing in the LLC, stating:

...he told me... that he had business dealings with some development in Oklahoma. And he could assure me, if I wanted to go in on it,... he could assure me that I would get 10 percent return on investment, and that I would never find anybody else or any other type of investment that I would get that kind of return on it, and that... I would make my money back within the first year or I could keep my money in and continue to make money from it.

She called his assertion that she approached him about investing in the LLC “a complete, flat out lie” and claimed “he knows he’s lying.” She also stated that trusting him regarding the investment was “a mistake.”

At the time she made the loan, she did not understand what an LLC was. She thought the LLC was respondent’s company, and he needed the loan for his company. She indicated that respondent’s business partner, Mr. Meredith, explained the project to her and told her “how successful it’s going to be.” Therefore, she believed the project was “going to be a prosperous venture” and also believed she was loaning the money directly to respondent and Mr. Meredith.

Ms. Kraus further testified that she trusted respondent as her attorney to handle her money more than she trusted herself. She described him as always being “very friendly, very nice” and “just like my dad.” However, a year after making the loan, she indicated that she “called him on many occasions crying desperately that I needed money.” She also indicated that respondent gave her a check for the first \$50,000 interest payment in November 2016. He later gave her another \$25,000 once she hired an attorney, but the attorney kept \$10,000 as his fee.

Finally, Ms. Kraus testified respondent never explained that the loan was not to him but, instead, to the LLC. He never explained that the loan was unsecured and that the LLC had no assets. He never told her that she should consult another attorney about the loan before agreeing to provide same. He also never indicated that he was not acting as her attorney with respect to the loan. But for her attorney-

client relationship with respondent and the fact that she trusted him, she would not have agreed to provide the loan.

Ms. Verges testified that respondent called her one day in 2009 and requested a \$10,000 loan. She told him she could not afford to loan him \$10,000, and he requested \$5,000. She loaned him the \$5,000 because she felt dependent on him to represent her in her divorce proceeding, and she worried that he would not continue to advocate for her if she told him no. Ms. Verges further testified that they had no discussions about the terms of the loan other than respondent saying he would pay her back. Nothing was in writing, and respondent never advised her to seek the advice of independent counsel before providing the loan. He also never told her that he was not acting as her attorney with respect to the loan transaction or that the loan was unsecured. After she requested payment on several occasions via email and telephone, he finally paid her back in 2016. However, he did not pay her any interest.

Ms. Verges then indicated that she eventually hired attorney Mark Mansfield to represent her in the child support matter because respondent began making decisions and taking actions in court that hurt her case. She could not recall if Mr. Mansfield demanded respondent return her money, but she was certain he was already representing her when respondent finally repaid the \$5,000.⁴ She also requested an accounting of all the attorney's fees she had paid respondent, but he never provided her with same.

Mr. Saucier testified that he first encountered respondent socially through his previous employer. They then went into business together by jointly purchasing a piece of real estate. Later, a developer bought respondent's interest in the real estate. They ultimately developed a father-son type relationship. He indicated respondent has provided him both personal counsel and legal counsel over the past 25 years, and

⁴ Mr. Mansfield testified that he sent respondent an email asking him to repay the \$5,000 Ms. Verges had loaned him.

he characterized their relationship as more personal than business. Mr. Saucier further testified that respondent has not been his only attorney over the years.

Mr. Saucier characterized the loan as “just a friendly request.” He also stated that the promissory note was respondent’s idea and that he did not really care if respondent paid him back. He acknowledged that respondent never advised him to seek the advice of independent counsel before agreeing to provide the loan. He also acknowledged that respondent never informed him he was not acting as his attorney with respect to the loan.

Hearing Committee Report

After considering the evidence and testimony presented at the hearing, the hearing committee made factual findings consistent with the underlying facts set forth above. The committee also found that Ms. Kraus, Ms. Verges, and Mr. Saucier were genuine and believable in their testimony. As for respondent, the committee found that he did not appear to take the charges against him very seriously. The committee then made the following additional findings regarding each of the matters subject of the formal charges:

The Kraus Matter

1. By the time of the disciplinary hearing, the LLC had filed a lawsuit against the Archdiocese for breach of contract and unjust enrichment.
2. Respondent’s testimony that, in 2015, the venture was “alive and well” and that it should have been lucrative strains credulity and is not supported by the evidence.
3. During her 21-year marriage, Ms. Kraus’ husband handled all financial matters, and she was given an allowance for expenses.
4. Ms. Kraus was in an extraordinarily vulnerable state in 2015 due to the effects of her marriage and the divorce process.

5. Ms. Kraus thought respondent was the LLC's attorney. She also thought the LLC was respondent's company, which he managed and ran.
6. Ms. Kraus thought she was loaning money to respondent and Mr. Meredith.
7. Ms. Kraus was not provided a risk assessment and was led to believe the investment was guaranteed. She did not understand that the LLC had no assets in the event of default.
8. Ms. Kraus was explicit that she made the loan because she trusted respondent as her attorney.
9. Ms. Kraus called respondent many times to tell him she needed money. Respondent would say that he would get her the money, but he never did.
10. Ms. Kraus could not afford insurance, liens were placed on her property, and she had to sell her condominium to be able to pay her bills.
11. The direct loss from non-payment of the note through the date of the disciplinary hearing was \$500,000 plus \$305,255 in interest, less a \$15,000 payment, for a total of \$790,255.
12. The need for the LLC to pay the interest it owed to the Archdiocese was the overriding concern in respondent's actions with Ms. Kraus.

The Verges Matter

1. Respondent told Ms. Verges he would pay her back, perhaps within a month, but he did not provide her with a disclosure of his financial ability to repay her.
2. Ms. Verges testified that she felt dependent on respondent as her attorney in the custody matter; therefore, she feared he would quit as her attorney if she did not loan him the money.
3. Respondent acted with self-interest. His needs were his overriding concern in asking Ms. Verges for a loan.

The Saucier Matter

1. Unlike Ms. Kraus and Ms. Verges, Mr. Saucier appears to be a sophisticated businessman and was not in a vulnerable position.
2. Mr. Saucier knew to protect himself with a promissory note and a lien on the vehicle.
3. Mr. Saucier was not harmed by the transaction and was repaid.

Based on the entirety of the facts, the committee determined respondent violated Rules 1.8(a), 2.1, 8.4(a), and 8.4(c) of the Rules of Professional Conduct in the Kraus matter. In the Verges matter, the committee determined respondent violated Rules 1.8(a), 2.1, 8.4(a), and 8.4(c). Finally, with respect to the Saucier matter, the committee determined respondent violated only Rule 1.8(a).

The committee then determined respondent intentionally violated duties owed to Ms. Kraus and Ms. Verges, causing them actual harm. He knowingly violated duties owed to Mr. Saucier but caused him no harm. He also knowingly and intentionally violated duties owed to the legal profession, which caused potential harm. Based upon the ABA's *Standards for Imposing Lawyer Sanctions*, the committee determined the baseline sanction is disbarment.

In aggravation, the committee found the following: a prior disciplinary record (a 2010 diversion for failing to reduce a contingency fee agreement to writing), a dishonest or selfish motive, multiple offenses, deceptive practices during the disciplinary process, refusal to acknowledge the wrongful nature of the conduct, vulnerability of the victims, substantial experience in the practice of law (admitted 1967), and indifference to making restitution. While the committee determined there was some fleeting information regarding respondent's financial and medical problems, the information was wholly uncorroborated; therefore, the committee found no mitigating factors present.

In light of the above and after considering this court's prior case law addressing similar misconduct, the committee recommended respondent be disbarred. The committee also recommended that respondent be required to (1) pay restitution to Ms. Verges in the amount of \$1,416.13 (legal interest on \$5,000 from July 1, 2009 to July 1, 2016); (2) pay restitution to Ms. Kraus in the amount of \$790,255 plus future legal interest; and (3) refer Ms. Verges and Ms. Kraus to the Louisiana State Bar Association's Client Assistance Fund for possible recovery.

Respondent filed an objection to the hearing committee's report.

Disciplinary Board Recommendation

After review, the disciplinary board determined that the hearing committee's factual findings are not manifestly erroneous and adopted same. Based on these facts, the board agreed with the committee's conclusions regarding rule violations, with two exceptions. First, the board declined to find a violation of Rule 8.4(c) in the Verges matter because the ODC did not allege this rule violation in the formal charges. Second, the board determined that, in violating Rule 1.8(a) in the Saucier matter, he also violated Rule 8.4(a).

The board then determined that respondent intentionally violated duties owed to his clients and the legal profession. His conduct caused significant actual harm to Ms. Kraus and Ms. Verges but no actual harm to Mr. Saucier. His conduct also caused potential harm to the legal profession. The board agreed with the committee that the baseline sanction is disbarment.

In aggravation, the board found the following: a prior disciplinary record, a dishonest or selfish motive, a pattern of misconduct, multiple offenses, refusal to acknowledge the wrongful nature of the conduct, vulnerability of the victims, substantial experience in the practice of law, and indifference to making restitution. The board agreed with the committee that no mitigating factors are present.

After further considering the court's prior case law addressing similar misconduct, the board recommended respondent be disbarred. The board further recommended that (1) respondent be ordered to make restitution to Ms. Kraus in the principal amount of \$500,000, plus interest owed under the terms of the September 21, 2015 promissory note through the date of payment, subject to a credit of \$15,000; (2) respondent be ordered to make restitution to Ms. Verges in the amount of \$1,416.13; and (3) the ODC be ordered to refer Ms. Kraus and Ms. Verges to the Client Assistance Fund.

Respondent filed an objection to the board's recommendation. Accordingly, the case was docketed for oral argument pursuant to Supreme Court Rule XIX, § 11(G)(1)(b).

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. While we are not bound in any way by the findings and recommendations of the hearing committee and disciplinary board, we have held the manifest error standard is applicable to the committee's factual findings. *See In re: Caulfield*, 96-1401 (La. 11/25/96), 683 So. 2d 714; *In re: Pardue*, 93-2865 (La. 3/11/94), 633 So. 2d 150.

The record of this matter supports a finding that respondent entered into improper business transactions with three clients by obtaining loans from them for himself and his LLC. Based on these facts, respondent has violated the Rules of Professional Conduct as follows:

1. In the Kraus matter, respondent persuaded Ms. Kraus to provide a \$500,000 loan to the LLC without fully disclosing the terms of the transaction and without advising her to seek the advice of independent counsel before providing the loan. As a one-third owner of the LLC, respondent benefited from the loan and was partly responsible for the LLC's default to the detriment of Ms. Kraus. Under these circumstances, he violated Rules 1.8(a), 2.1, 8.4(a), and 8.4(c) as charged;
2. In the Verges matter, respondent obtained a personal loan from Ms. Verges in the amount of \$5,000. He did not reduce the terms of the loan to writing, took several years to repay Ms. Verges, and failed to pay any interest. As in the Kraus matter, respondent also failed to inform Ms. Verges to seek the advice of independent counsel before agreeing to the loan. He personally benefited from the loan to the detriment of Ms. Verges. Under these circumstances, he violated Rules 1.8(a), 2.1, and 8.4(a) as charged; and
3. In the Saucier matter, respondent obtained a personal loan from Mr. Saucier in the amount of \$27,671.04. The loan was reduced to writing. Mr. Saucier obtained a lien on the vehicle to secure the loan. Respondent timely repaid the loan with interest. Nevertheless, at the time of the loan, respondent was representing Mr. Saucier and should have advised him to seek the advice of independent counsel before providing the loan. Under these circumstances, respondent violated Rules 1.8(a), 2.1, and 8.4(a) as charged.

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).

Respondent intentionally violated duties owed to his clients and the legal profession. His conduct caused actual harm to Ms. Kraus and Ms. Verges but no actual harm to Mr. Saucier. The harm to Ms. Kraus was particularly significant and is ongoing. His conduct also had the potential to cause harm to the legal profession. We agree with the hearing committee and the disciplinary board that the baseline sanction is disbarment. As found by the board, numerous aggravating factors are present. Based on the record, we agree with the committee and the board that no mitigating factors are present.

Turning to the issue of an appropriate sanction, we take guidance from *In re: Baggette*, 09-1091 (La. 10/20/09), 26 So. 3d 98, and *In re: Gross*, 03-2268 (La. 11/21/03), 860 So. 2d 1105. In *Baggette*, an attorney borrowed \$600,000 from his elderly client without disclosing the terms of the transaction to her, without giving her a reasonable opportunity to seek the advice of independent counsel, and without obtaining her written consent to the transaction. The attorney also entered into an agreement to purchase his client’s interest in two successions without disclosing the terms of the transaction to her, without giving her a reasonable opportunity to seek the advice of independent counsel, and without obtaining her written consent to the transaction. For this intentional misconduct, we imposed disbarment. In *Gross*, an attorney obtained a \$25,000 loan from a client but failed to reduce the terms of the loan to writing. He also failed to advise the client that, prior to entering into the agreement, she was entitled to seek the advice of independent counsel in the transaction. The attorney then failed to repay the loan. Because the attorney had a prior disciplinary record involving similar misconduct, we imposed disbarment and ordered repayment of the \$25,000 plus legal interest.

This case law supports disbarment as the baseline sanction in this matter. In light of the numerous aggravating factors present, a downward deviation from the baseline is not warranted. Accordingly, we will disbar respondent and further order him to (1) make restitution to Ms. Kraus in the principal amount of \$500,000, plus interest owed under the terms of the September 21, 2015 promissory note through the date of payment, subject to a credit of \$75,000; and (2) make restitution to Ms. Verges in the amount of \$1,416.13.

DECREE

Upon review of the findings and recommendations of the hearing committee and the disciplinary board, and considering the record, briefs, and oral argument, it is ordered that Clint L. Pierson, Jr., Louisiana Bar Roll number 10997, be and he hereby is 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. Respondent is ordered to pay restitution to his former clients, with legal interest, as set forth herein. 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.