

The Supreme Court of the State of Louisiana

IN RE: DARYL ANDRE GRAY

No. 2025-B-00408

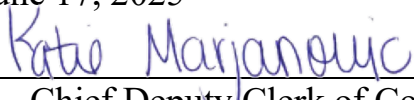
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IN RE: Office of Disciplinary Counsel - Applicant Other; Notice of Discipline in  
Another Jurisdiction Pursuant to Rule XIX, Section 21 and Motion to Initiate  
Reciprocal Discipline Proceedings;  
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June 17, 2025

Reciprocal discipline imposed. See per curiam.

JBM  
JLW  
JDH  
WJC  
PDG  
JMG  
CRC

Supreme Court of Louisiana  
June 17, 2025

  
\_\_\_\_\_  
Chief Deputy Clerk of Court  
For the Court

SUPREME COURT OF LOUISIANA

NO. 2025-B-0408

IN RE: DARYL ANDRE GRAY

ATTORNEY DISCIPLINARY PROCEEDING

PER CURIAM

This matter arises from a Petition to Initiate Reciprocal Discipline Proceedings filed by the Office of Disciplinary Counsel (“ODC”) against respondent, Daryl Andre Gray, an attorney licensed to practice law in Louisiana and Tennessee, based upon discipline imposed by the Supreme Court of Tennessee.

**UNDERLYING FACTS AND PROCEDURAL HISTORY**

In 2020, the Board of Professional Responsibility of the Supreme Court of the State of Tennessee filed a petition for discipline against respondent, alleging that he had committed misconduct during his representation of the plaintiffs in two personal injury lawsuits, as follows:

*The Seiler Complaint*

Felisa Jackson hired respondent to represent her in a personal injury action following a 2015 automobile accident. Ms. Jackson received medical treatment from several providers, including Dr. Alan James. At the request of Dr. James, Ms. Jackson and respondent signed a “Notice of Doctor’s Lien,” which gave Dr. James a lien on any funds recovered and instructed respondent to “pay directly to [Dr. James] such sums as may be due and owing him for medical service rendered.” By the end of her treatment, Ms. Jackson owed nearly \$6,000 to Dr. James, as well as a few hundred dollars each to Baptist One Care and Campbell Clinic.

Ms. Jackson carried automobile insurance through State Farm. Her policy contained a provision that provided up to \$5,000 for medical expenses incurred from an automobile accident. Respondent submitted the bills from Dr. James to State Farm for reimbursement under this provision. State Farm drafted a payment of \$1,800 on those bills and intended to send it to Dr. James. Respondent, however, insisted that all payments be sent to his office instead. State Farm eventually paid the full policy amount of \$5,000 and sent the check to respondent's office. Respondent forwarded none of that amount to Dr. James.

In June 2016, Ms. Jackson settled her personal injury action. The settlement closing statement, which she and respondent signed, listed the total settlement as \$19,000, including \$14,000 from the at-fault driver's insurance carrier and \$5,000 from State Farm. It also valued Ms. Jackson's medical expenses at \$5,658. Dr. James was the only medical provider listed on the agreement, and the agreement indicated that all \$5,658 was owed to Dr. James. Additionally, the following text appeared at the bottom of the settlement statement:

I, Felisa Jackson ... understand that only those providers listed above have been paid, and I am personally responsible for the payment or reimbursement of any medical expense or other expenses which are not listed above. I authorize and instruct my attorney to disburse the settlement or recovery to any medical provider listed above.

Despite this express authorization and the existence of the doctor's lien, respondent still did not disburse any of the settlement proceeds to Dr. James.

In July 2016, Dr. James sent respondent a demand letter. He enclosed a copy of the doctor's lien and requested that his bills be paid from the settlement proceeds. In response, respondent informed Dr. James that he was unable to pay the bills as other medical providers had asserted claims.

Dr. James hired attorney Vincent Seiler to help him recover from respondent. Mr. Seiler sent two letters to respondent explaining that State Farm had paid money

to him meant to cover Dr. James' medical bills. Mr. Seiler also explained that Dr. James was the only provider with an interest in the funds and requested payment of the outstanding medical bills. Respondent failed to comply with Mr. Seiler's request. Mr. Seiler then filed a disciplinary complaint against respondent, alleging that he failed to disburse funds to Dr. James as required by the doctor's lien.

In January 2017, respondent sent letters to each of the medical providers he believed had interests in the settlement funds. Only Dr. James replied. In April 2017, almost ten months after the case settled, respondent deposited \$6,333 with the Shelby County Circuit Court and initiated an interpleader action. Respondent served Dr. James, Baptist One Care, and Campbell Clinic with notice of the action. Dr. James filed an answer claiming the interpleaded funds for his medical bills, which totaled \$5,915. Dr. James also filed a counterclaim for breach of contract and conversion and asked for court costs, attorney's fees, and expenses. No other medical provider, insurer, or third party filed an answer or asserted a claim to the interpleaded funds. In January 2019, the trial court ordered disbursement of the interpleaded funds to Dr. James and Mr. Seiler for the medical bills and attorney's fees.

### *The McMickens Complaint*

In December 2016, Kristopher McMickens was injured in an automobile accident. He hired respondent to represent him in a personal injury action against the at-fault driver, Alfred Farmer. Mr. Farmer passed away from crash-related injuries before the suit could be filed. No estate was opened following Mr. Farmer's death, so no personal representative was appointed to accept service of process.

In July 2017, respondent filed a lawsuit in the Shelby County Circuit Court, styled *Kristopher McMickens v. John Doe, as Administrator of the Estate of Alfred G. Farmer, Deceased*. The summons filed with the complaint was returned as

unserved. The return of non-service of summons noted that “John Doe is (are) not to be found in this County after diligent search and inquiry for the following reason(s): as he does not exist.”

Respondent asked attorney J. Vincent Perryman to petition the Shelby County Probate Court to open a probate estate for Mr. Farmer and to be permitted to accept service of process in the tort action. Mr. Perryman agreed and filed a “Petition to Appoint Administrator Ad Litem for Cause of Action Only.” In January 2018, the court entered an order appointing Mr. Perryman as Administrator *ad litem* for the sole purpose of serving as a nominal defendant and accepting service of process. After serving the original “John Doe” complaint on Mr. Perryman, respondent filed an amended complaint in the McMickens case correctly naming Mr. Perryman as the Administrator *ad litem* of Mr. Farmer’s estate. However, respondent never served the amended complaint on Mr. Perryman or anyone representing him.

In late 2018, the relationship between respondent and Mr. McMickens began to deteriorate. Mr. McMickens became extremely hostile with respondent and his office staff, going so far as to angrily call respondent’s office on several occasions. During these calls, he made clear that he knew respondent’s home address and threatened to kill respondent and his family. Mr. McMickens emphasized the seriousness of these threats by referencing his record of being charged with violent crimes. In February 2019, during a text exchange in which Mr. McMickens threatened respondent, respondent stated: “I no longer represent you. Find another attorney.” Respondent also sent a withdrawal letter to Mr. McMickens, informing him that “we will no longer [be] able to represent you .... Accordingly, we will no longer be rendering legal services to you in this matter and will have no further attorney-client relationship.” Respondent explained that a motion to withdraw would be filed and that Mr. McMickens would have thirty days to find

substitute counsel. Respondent sent Mr. McMickens a copy of his file but did not file the motion to withdraw.

In June 2019, Mr. Farmer's insurance carrier filed a motion to dismiss the tort action, arguing that there were deficiencies in the service of process and that the statute of limitations had lapsed. The motion was set for hearing on July 26, 2019.

On June 27, 2019, about four months after he told Mr. McMickens that "I no longer represent you," respondent finally filed a motion to withdraw. Respondent, however, did not have the motion docketed for a hearing, so it could not be ruled on.

One month after the motion to dismiss was filed and nine days before it was to be heard, respondent sent Mr. McMickens a letter to inform him about the pending motion to dismiss. The letter did not mention that respondent had filed a motion to withdraw.

In September 2019, the Shelby County Circuit Court dismissed the tort action against the estate of Mr. Farmer. The court's order explained that the original complaint had been filed against a non-entity and that the amended complaint was never served on anyone; thus, the statute of limitations barred Mr. McMickens' claim.

While the motion to withdraw was still pending, Mr. McMickens retained new counsel and filed a malpractice action against respondent. The motion to withdraw was finally granted in January 2022, nearly three years after respondent told Mr. McMickens that he no longer represented him.

On March 10, 2025, the Supreme Court of Tennessee suspended respondent from the practice of law for six months, with two months active and the remainder to be served on probation,<sup>1</sup> for violating the following provisions of the Tennessee

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<sup>1</sup> The Supreme Court of Tennessee order of discipline provides that during the probationary period, respondent would be required to (1) meet with a monitor on a monthly basis, and (2) complete six additional hours of continuing legal education in law office management and ethics.

Rules of Professional Conduct: Rules 1.3 (neglect of a legal matter), 1.4 (failure to communicate with a client), 1.15(d)(e) (safekeeping property of clients or third parties), 1.16 (declining or terminating representation), 4.1(a) (truthfulness in statements to others), and 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation). *Gray v. Board of Prof'l Responsibility*, 2025 WL 749621 (Tenn. 3/10/25), \_\_ S.W. 3d \_\_. The court concluded that, among other misconduct, respondent lacked any legal basis for withholding payment to Dr. James and failed to promptly withdraw from the representation of Mr. McMickens after informing him that he no longer represented him.

After receiving notice of the Tennessee order of discipline, the ODC filed a motion to initiate reciprocal discipline proceedings in Louisiana, pursuant to Supreme Court Rule XIX, § 21. A copy of the decision issued by the Supreme Court of Tennessee was attached to the motion. On April 1, 2025, this court rendered an order giving respondent thirty days to demonstrate why the imposition of identical discipline in this state would be unwarranted. Respondent failed to file any response in this court.

## **DISCUSSION**

The standard for imposition of discipline on a reciprocal basis is set forth in Supreme Court Rule XIX, § 21(D). That rule provides:

Discipline to be Imposed. Upon the expiration of thirty days from service of the notice pursuant to the provisions of paragraph B, this court shall impose the identical discipline ... unless disciplinary counsel or the lawyer demonstrates, or this court finds that it clearly appears upon the face of the record from which the discipline is predicated, that:

- (1) The procedure was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process; or
- (2) Based on the record created by the jurisdiction that imposed the discipline, there was such infirmity of

proof establishing the misconduct as to give rise to the clear conviction that the court could not, consistent with its duty, accept as final the conclusion on that subject; or

- (3) The imposition of the same discipline by the court would result in grave injustice or be offensive to the public policy of the jurisdiction; or
- (4) The misconduct established warrants substantially different discipline in this state; ...

If this court determines that any of those elements exists, this court shall enter such other order as it deems appropriate. The burden is on the party seeking different discipline in this jurisdiction to demonstrate that the imposition of the same discipline is not appropriate.

In the instant case, respondent has made no showing of infirmities in the Tennessee proceeding, nor do we discern any from our review of the record. Furthermore, we feel there is no reason to deviate from the sanction imposed in Tennessee as only under **extraordinary circumstances** should there be a significant variance from the sanction imposed by the other jurisdiction. *In re: Aulston*, 05-1546 (La. 1/13/06), 918 So. 2d 461. *See also In re Zdravkovich*, 831 A. 2d 964, 968-69 (D.C. 2003) (“there is merit in according deference, for its own sake, to the actions of other jurisdictions with respect to the attorneys over whom we share supervisory authority”).

Under these circumstances, we believe it is appropriate to defer to the Tennessee judgment imposing discipline upon respondent. Accordingly, we will impose reciprocal discipline in the form of a six-month suspension from the practice of law, with two months active and the remainder to be served on probation, subject to the conditions set forth by the Supreme Court of Tennessee in its order imposing discipline.

## DECREE

Considering the Petition to Initiate Reciprocal Discipline Proceedings filed by the Office of Disciplinary Counsel and the record filed herein, it is ordered that

respondent, Daryl Andre Gray, Louisiana Bar Roll number 34225, be and he hereby is suspended from the practice of law for six months, with two months active and the remainder to be served on probation, governed by the conditions set forth by the Supreme Court of Tennessee in its order imposing discipline in *Gray v. Board of Professional Responsibility*, 2025 WL 749621 (Tenn. 3/10/25), \_\_ S.W. 3d \_\_.