

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against LOUIS ANDREW STOCKMAN,
a Minnesota Attorney,
Registration No. 241210.

**PETITION FOR
DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

The Director of the Office of Lawyers Professional Responsibility, hereinafter Director, files this petition upon the parties' agreement pursuant to Rules 10(a) and 12(a), Rules on Lawyers Professional Responsibility. The Director alleges:

The above-named attorney, hereinafter respondent, was admitted to practice law in Minnesota on October 22, 1993. Respondent is currently suspended from the practice of law.

Respondent has committed the following unprofessional conduct warranting public discipline:

DISCIPLINARY HISTORY

A. On February 17, 2012, respondent was suspended from the practice of law for a minimum period of five months effective March 2, 2012, for negligent misappropriation of client funds, mishandling of client funds, commingling of personal and client funds, failure to maintain required trust account books and records, sharing legal fees with a non-lawyer assistant, making loans to clients, failure to diligently resolve a client matter, failure to return a contingent fee to his client trust account, failure to clearly communicate the basis and rate of fees, failure to provide a client with

a settlement statement, remitting personal funds to a client, engaging in a pattern of client-related misconduct, in violation of Rules 1.1, 1.2(a), 1.3, 1.4(a)(1), 1.5(b) and (c), 1.7(a)(2), 1.8(a) and (e), 1.15(a), (b), (c)(5) and (h), 3.2, 3.4(a), 5.4(a), and 7.2(b), MRPC.

B. On January 15, 2009, respondent was issued an admonition for failing to obtain his client's consent before making a settlement demand to an insurer, failing to notify the client of the insurer's counter-offer, failing to diligently handle the client's case and failing to keep the client reasonably informed about the status of his case, in violation of Rules 1.2(a), 1.3, and 1.4(a)(1) and (3), Minnesota Rules of Professional Conduct.

FIRST COUNT

Hagen and Theisen Matters

Hagen Matter

1. On February 20, 2006, Saisunee Hagen was injured at work. On approximately February 28, 2006, Hagen's employer provided to its insurer Hagen's "First Report of Injury." On approximately March 22, 2006, the insurer served a "Notice of Insurer's Primary Liability Determination" denying liability for Hagen's injury. Both documents were filed with the Minnesota Department of Labor and Industry on March 22, 2006.

2. On or about June 12, 2006, Hagen retained respondent to represent her regarding her workers' compensation claim. At that time, Hagen signed a contingent fee retainer agreement and medical and other authorizations. Respondent took no action at that time to obtain Hagen's medical records.

3. On September 14, 2006, Hagen's chiropractor provided a report regarding her diagnosis and work capabilities. This report was faxed to respondent on September 21, 2006. The report concluded: "At the present time Mrs. Hagen is not capable of returning to a job description as physical as the demands required at USG

Corp. Mrs. Hagen is just beginning to show progress and a job of that physical nature poses a high degree of exacerbation risk due to the vulnerability level of her injury.”

4. During the period September 2006 to July 2008, respondent failed to work diligently on Hagen’s case and did not adequately communicate with Hagen regarding her case.

5. On July 25, 2008, Hagen met with respondent in his office. Respondent’s notes of this meeting reflect that he intended to request Hagen’s medical records from Duluth Clinic.

6. On September 25, 2008, respondent wrote to Duluth Clinic and requested Hagen’s medical records. Respondent failed to attach a medical authorization to his letter. Duluth Clinic responded on approximately September 29, 2008, stating that it needed a medical authorization from Hagen. Respondent did not, at that time, forward a medical authorization to Duluth Clinic or take any further action to obtain Hagen’s medical records.

7. The statute of limitations on Hagen’s workers’ compensation claim expired on March 22, 2009. *See* Minn. Stat. § 175.151(1).

8. At the time of the expiration of the statute of limitations, the only medical records in respondent’s possession were (a) the September 14, 2006, report from Hagen’s chiropractor referenced above, and (b) a June 28, 2008, letter from a medical doctor that addressed Hagen’s termination of employment and had no bearing on her workers’ compensation claim.

9. At no time did respondent advise Hagen of, or discuss with her, the statute of limitations applicable to her claim.

10. During the period September 2008 to May 2009, respondent did not work diligently on Hagen’s case or adequately communicate with Hagen regarding her case.

11. On May 28, 2009, Hagen and respondent spoke by telephone.

Respondent’s notes of the conversation read as follows:

[Hagen] told me she saw Dr. Ensley at the Duluth Clinic on May 19, 2009 and the doctor informed her that she cannot work anymore. Ms. Hagen is waiting to receive that letter from the doctor. I told her once she had this letter she should call our office and we should schedule an appointment so I could take a look at the doctor's letter.

Once and for all this letter may give us the ammunition that would be needed to go forward with a workers compensation claim.

12. On June 29, 2009, and July 10, 2009, respondent requested, and later received, Hagen's medical bills and records from Duluth Clinic and other providers.

13. During the period July 2009 and May 2010, respondent did not work diligently on Hagen's case or adequately communicate with Hagen regarding her case.

14. On May 25, 2010, respondent wrote to Dr. Nancy Ensley at Duluth Clinic, who, at one time, had treated Hagen. Respondent requested a narrative report from Dr. Ensley. Duluth Clinic thereafter responded by informing respondent that Dr. Ensley was no longer employed with Duluth Clinic.

15. On June 1, 2010, respondent wrote to Hagen and asked whether there was another doctor from whom he could request a narrative report.

16. On September 14, 2010, respondent wrote to Hagen and stated that they had requested updated medical records from Duluth Clinic. Respondent stated, "We would hope that Duluth Clinic will provide us with these important medical records by the middle of next month. After we obtain those records, we should than [sic] sit down and review those medical records and see it if would be appropriate for us to try and get a final report from Dr. Ekman."

17. On March 18, 2011, Dr. Ekman notified Hagen that he was retiring.

18. In August 2011 Hagen discharged respondent and obtained her client file from him.

19. Hagen consulted with another attorney, who informed her of the expiration of the statute of limitations on her workers' compensation claim.

Theisen Matter—2009 Accident

20. On June 18, 2009, Kristin Theisen ("Theisen") was involved in a car accident ("2009 accident"). Theisen's daughter, Amanda, a minor, was in the car with Theisen at the time of the accident. The driver of the other vehicle, who did not have insurance coverage, was completely at fault, having rear-ended Theisen's car. Theisen was insured by American Family Insurance ("American Family").

21. Theisen retained attorney J. Carver Richards to represent her and Amanda regarding the 2009 accident.

22. On approximately December 11, 2009, Richards commenced a lawsuit against American Family for uninsured motorist benefits arising from the 2009 accident.

23. On March 12, 2010, attorney Kenneth Kimber, who represented American Family, served interrogatories, demand for production of documents and statements and demand for medical records and authorizations ("discovery requests") on Richards. These discovery requests required responses from both Theisen and Amanda.

24. On April 7, 2010, Theisen retained respondent to substitute for Richards as her attorney. At that time, respondent wrote to American Family regarding no-fault benefits and presented unpaid medical bills to Theisen's medical insurer, Blue Cross Blue Shield.

25. Respondent did not timely respond to the discovery requests that Kimber had served on Richards or contact Kimber to request an extension of the deadline to respond.

26. On May 21, 2010, after learning from Richards that respondent had been substituted as Theisen's attorney, Kimber wrote to respondent requesting responses to the discovery requests. Respondent did not respond.

27. On June 21, 2010, Kimber wrote again to respondent requesting responses to the discovery requests. Again, respondent did not respond.

28. On July 8, 2010, Kimber served and filed a motion to compel responses to discovery. The hearing on the motion was scheduled for August 11, 2010.

29. On August 6, 2010, Kimber received from respondent Theisen's responses to the discovery requests. These responses did not bear Theisen's signature and were incomplete in many respects, including that they did not include income information that had been requested. Respondent did not, at that time, provide Amanda's responses to the discovery requests.

30. On August 9, 2010, Kimber wrote to respondent and noted the deficiencies in his discovery responses, including the failure to provide any responses for Amanda. That same day, Brian Fischer, an associate attorney in respondent's office, responded to Kimber's letter. Fischer stated that he did not realize that discovery responses for Amanda were necessary and that he was attempting to collect the documents and information necessary to provide complete discovery responses for both Theisen and Amanda. Based on Fischer's letter, Kimber postponed the hearing on his motion to compel until September 15, 2010.

31. On September 3, 2010, respondent provided Kimber with Theisen's additional responses to the discovery requests and stated he was in the process of collecting the requested income information. Respondent further stated that Amanda's responses to the discovery requests were being finalized.

32. On September 14, 2010, Kimber served and filed a supplemental affidavit detailing what was still missing from respondent's discovery responses, i.e., respondent had not submitted any responses for Amanda, identified Theisen's medical providers, provided medical authorizations or provided Theisen's income information.

33. In a September 14, 2010, letter, respondent told Kimber that Theisen had prepared Amanda's responses to discovery, but that she had mailed them to respondent at an incorrect address, necessitating the re-mailing of the documents. Respondent's statement was false.

34. On September 15, 2010, the hearing on Kimber's motion to compel discovery was held.

35. On September 17, 2010, the court issued an order to compel discovery. The court's order required Theisen and Amanda to provide complete responses to the discovery requests within 30 days. A failure to do so would result in the assessment against them of \$500 in attorney's fees and costs.

36. On October 5, 2010, respondent provided Kimber with Amanda's responses to the discovery requests and produced copies of Theisen's tax returns for the years 2007 to 2009. (The discovery requests had actually requested tax returns for the years 2004 through 2009.)

37. On October 11, 2010, Kimber sent to respondent authorizations for Theisen's 2004 through 2006 income tax returns. Kimber asked respondent to obtain Theisen's signature on the authorizations and return them to him. Respondent thereafter returned signed income tax authorizations to Kimber.

38. A scheduling conference was scheduled for November 5, 2010. On November 4, 2010, Kimber wrote to the judge and stated that he still had not been provided complete responses to the discovery requests. In particular, Kimber stated that he had not received a list of medical providers or copies of any medical bills. Kimber requested that the issue be addressed at the scheduling conference.

39. On November 12, 2010, following the scheduling conference, the court issued another order regarding discovery. The court ordered Theisen and Amanda to provide complete responses to the discovery requests by December 15, 2010. A failure to do so would result in the assessment against them of \$500 in attorney's fees and costs.

40. Respondent provided complete responses to the discovery requests to Kimber by the December 15, 2010, deadline, i.e., more than eight months after the responses were originally due.

41. Theisen promptly provided respondent with all documents and information he requested, whether those materials were needed to respond to discovery or for other purposes. Respondent did not inform Theisen of the communications and proceedings regarding their discovery responses that are detailed above.

42. During respondent's representation of her, Theisen made multiple efforts to contact respondent by telephone and email, to which respondent did not respond. For example, on January 18, 2011, Theisen wrote to respondent. She referenced her previous efforts to contact respondent and stated, "It is very important that you get back with me right away so that we may discuss our case." Respondent failed to respond.

43. On March 25, 2011, Kimber wrote to respondent. Kimber stated he intended to take Theisen and Amanda's depositions and asked respondent to inform him of his and his clients' availability for the depositions during the first three weeks of April 2011. Respondent did not respond.

44. On April 5, 2011, Kimber, not having heard from respondent, served respondent with notices that Kristin and Amanda's depositions would be taken on April 19. Respondent did not inform Theisen of the deposition date.

45. On April 12, 2011, respondent wrote to Kimber confirming that "neither our clients nor I" were available on April 19 and providing Kimber with a series of alternative dates for the depositions, including May 5. On April 13, 2011, Kimber served amended notices of deposition setting the depositions for May 5, 2011.

46. Respondent called Kimber on April 13, 2011, and requested that the depositions be continued to May 17, 2011, to accommodate Theisen's husband's attendance. Inasmuch as Theisen's husband was not a party to the proceeding, Kimber refused to agree to reschedule the depositions.

47. On April 18, 2011, respondent wrote to Kimber and stated that "our clients will not be attending any May 5, 2011 depositions."

48. In the period after April 18, 2011, Kimber attempted to contact respondent to discuss the depositions, but respondent did not respond.

49. On April 28, 2011, Kimber served and filed a motion to compel the depositions and, given that the deadlines in the original scheduling order were not likely to be met, to amend the scheduling order. The hearing on the motion was scheduled for May 13, 2011.

50. On May 6, 2011, respondent called Kimber and stated that his clients would be available for depositions on either May 25 or 26, 2011, and that he would agree to the amendment of the scheduling order. Kimber asked respondent to provide him with confirmation of the deposition date and a signed stipulation to amend the scheduling order. Kimber stated that he would not cancel the May 13, 2011, hearing until he received these materials from respondent.

51. By May 11, 2011, respondent had not provided Kimber with confirmation of the deposition date or a stipulation to amend the scheduling order. At that time, Kimber informed respondent that he therefore intended to proceed with the May 13, 2011, hearing.

52. On May 11, 2011, respondent confirmed to Kimber that Theisen and Amanda's depositions could be taken on May 25, 2011.

53. On May 12, 2011, respondent provided Kimber with a stipulation to amend the scheduling order. Based on respondent's provision of these materials, Kimber cancelled the May 13, 2011, hearing.

54. Theisen attempted to reach respondent on multiple occasions regarding the scheduling of the depositions, but respondent failed to respond. Respondent did not inform Theisen of the communications or proceedings regarding the scheduling of the depositions that are detailed above.

55. On August 2, 2011, Kimber wrote to respondent regarding the appointment of a mediator. Respondent did not respond.

56. Kimber wrote again to respondent regarding the appointment of a mediator on August 23, 2011. Respondent did not respond.

57. On August 30, 2011, Kimber wrote to respondent for a third time regarding the appointment of a mediator. In his August 30 letter, Kimber stated that if respondent again failed to respond, he would schedule a motion to compel. Respondent did not respond.

58. As a result, on September 16, 2011, Kimber served and filed a motion to compel mediation and the appointment of a mediator. The hearing on the motion was scheduled for October 7, 2011, which was also the date of a pre-trial hearing in the matter.

59. On September 20, 2011, respondent called and emailed Kimber agreeing to the appointment of a mediator and stating that he would request a continuance of the trial, which had been scheduled for October 18, 2011. Respondent further stated that he would inform the mediator of the dates on which he and his clients were available for mediation. Respondent thereafter failed to contact the mediator or to request a continuance of the trial.

60. On September 27, 2011, Kimber wrote to respondent noting his failures to provide the mediator with dates of availability or to request a continuance of the trial date and asking him to do so. Once again, respondent neither contacted the mediator nor requested the continuance.

61. At some point, trial in the Theisen lawsuit had been scheduled for October 18, 2011. In the weeks leading up to the October 18, 2011, trial date, Theisen repeatedly attempted to contact respondent to discuss the trial. Respondent failed to respond. Finally, less than one week before the trial, Theisen was successful in reaching respondent. At that time, respondent informed Theisen that he had continued the trial date and that the matter would instead be mediated. Respondent had not consulted with Theisen regarding continuation of the trial or the scheduling of mediation.

62. On October 3, 2011, Kimber again wrote to respondent noting his failures to provide the mediator with dates of availability or to request a continuance of the trial date and asking him to do so. Kimber reminded respondent that the motion to compel mediation and the appointment of a mediator was still scheduled to be heard on October 7, 2011.

63. Also on October 3, 2011, respondent contacted the mediator and provided dates of availability. (Respondent provided a copy of this letter to Theisen.) Respondent also requested a continuance of the trial date. The continuance was granted and mediation was scheduled for November 9, 2011.

64. Respondent did not inform Theisen of most of the communications or proceedings regarding the scheduling of mediation and appointment of a mediator that are detailed above.

65. The parties were successful in reaching a settlement agreement of Theisen's and Amanda's uninsured claims at the November 9, 2011, mediation. Among other things, the agreement required American Family to pay Theisen \$8,250 in settlement of Amanda's claim and made Theisen responsible for paying all of Amanda's outstanding medical bills.

66. The agreement further provided:

[Theisen] will sign an appropriate Release, and all attorneys will sign a Stipulation of Dismissal with Prejudice. Amanda Theisen's attorneys will obtain court approval of the settlement. Upon receipt of notice of Court approval of the settlement, [American Family Insurance] will forward to [Theisen]'s attorney within 14 days, an appropriate release, Stipulation of Dismissal with Prejudice, and a draft payable to [Theisen] and her attorney in the amount of \$8,250.00."

67. On December 7, 2011, Fischer forwarded to Theisen a release regarding her claim and asked her to sign and return it to him. Fischer stated, "The resolution of Amanda's claim will require a petition to the court. I hope to have that petition

completed by the end of the weekend and will forward that to you for your review and signature.”

68. Later on December 7, Theisen responded to Fischer. Theisen had noted that the release would have covered not only uninsured benefits, but also future no-fault benefits. Fischer responded that he would obtain a replacement release from Kimber. Theisen signed a revised release on December 12, 2011. Respondent arranged for the release to be provided to Kimber on December 22, 2011.

69. Neither respondent nor Fischer thereafter proceeded to obtain the required court approval regarding settlement of Amanda’s claim.

70. Respondent failed to work competently or diligently on Theisen’s matter, and failed to adequately communicate with her, in a number of aspects additional to those detailed above:

a. Respondent requested a narrative report from Theisen’s doctor. On September 30, 2011, respondent received an invoice for pre-payment for the report. Respondent did not pay the invoice until after the mediation, however, so this narrative report was not available for presentation at the mediation.

b. Prior to the 2009 accident, Theisen had directed her American Family insurance agent to increase her uninsured motorist coverage to \$100,000, effective immediately. At that time, Theisen received a letter and policy declaration page reflecting the change. Other documents generated by American Family, however, continued to indicate a \$50,000 limit on uninsured motorist benefits and that the change was not effective until July 22, 2009. Theisen informed respondent of this discrepancy prior to the mediation. At the mediation, respondent stated to Theisen that addressing the discrepancy at that time would cause the mediation to fail and the parties would have to proceed to trial. Respondent instead proposed that they proceed with the mediation based on the \$50,000 limit and pursue action against the insurance agent who had

delayed implementation of the change in coverage. On November 15, 2011, following mediation, respondent wrote to the insurance agent and requested a copy of his file. The insurance agent did not respond and respondent took no further action regarding the matter.

c. At the time of mediation, Blue Cross Blue Shield had a subrogation claim in excess of \$6,000 for treatment provided to Theisen. Respondent did not inform Theisen of this claim or address it as part of the mediation.

d. During the course of respondent's representation, Theisen met with him on three occasions. During one of those meetings, respondent stated that he would investigate the liable driver's independent ability to pay damages. Respondent failed to conduct any such investigation.

e. During the course of his representation, respondent instructed Theisen to send him all medical bills and other documents she received arising from the 2009 accident. Theisen did so. Respondent failed to contact the medical providers with unpaid bills, resulting in those debts being referred for collection by Range Credit Bureau, Inc. ("Range Credit"). Among the debts so referred were those owed to "Range Reg Health Services UMCM/Mesaba Clinics." These bills totaled more than \$5,000.

f. On two occasions, Range Credit served Theisen with conciliation court hearing notices on behalf of her medical creditors. On both occasions, Theisen contacted respondent, who was able to obtain a postponement of the hearing. On November 17, 2011, the conciliation court sent Fischer notice of a January 23, 2012, default hearing in the matter. Theisen did not receive notice of this hearing, neither respondent nor Fischer informed her of it and no one attended the hearing on Theisen's behalf. As a result, a judgment for \$1,125.72 was entered against Theisen. This judgment included a \$75 filing fee for which

Theisen would not have been responsible if not for the conciliation court action. Theisen paid the judgment on February 5, 2012.

g. After learning of the default judgment, Theisen attempted to contact respondent and Fischer regarding it. Neither respondent nor Fischer responded to Theisen.

Theisen Matter—2011 Accident

71. On February 23, 2011, Theisen was involved in another automobile accident (“2011 accident”). Again, Jonathan Bird, the driver of the other vehicle, was fully at fault, having rear-ended Theisen’s vehicle. Bird was insured through Progressive Insurance. Theisen was insured by Auto-Owners Insurance Company (“Auto-Owners”).

72. On March 11, 2011, Theisen retained respondent to represent her regarding the 2011 accident.

73. On June 20, 2011, Auto-Owners wrote to respondent. In its letter, Auto-Owners offered \$1,500 to settle Theisen’s no-fault claim based on the 2011 accident. Auto-Owners stated that the offer was in effect until July 1, 2011, and that if respondent neither accepted the offer nor obtained Theisen’s signature on and returned an authorization for release of medical information and a list of medical providers by that date, “your client’s PIP benefits will be suspended effective that day and will remain suspended until we have the properly completed authorization and provider list and an examination by a physician of our choice has taken place to see if the treatment your client is receiving is reasonable, necessary, and related to the incident in question.” Respondent did not inform Theisen of nor respond to Auto-Owners’ letter, and Auto-Owners suspended Theisen’s no-fault benefits on July 1, 2011.

74. Respondent received letters dated October 4, October 6 and December 27, 2011, from Auto-Owners to various of Theisen’s medical providers, by which Auto-Owners informed the medical providers of the suspension of Theisen’s benefits.

Respondent did not inform Theisen of the letters, nor did he take any action on Theisen's behalf in response to the letters.

75. On February 7, 2012, Theisen terminated respondent as her attorney. At Theisen's request, respondent thereafter provided Theisen with her file. The file contained documents pertaining to at least four other of respondent's clients. The file also revealed multiple occasions on which respondent misspelled Theisen's name, provided incorrect social security numbers and made other errors in pleadings, authorizations and correspondence to third parties.

76. Respondent's conduct in failing to diligently pursue the Hagen and Theisen matters, failing to adequately communicate with the clients in those matters, failing to respond to communications from opposing counsel, including discovery requests, in the Theisen matter, making a false statement to opposing counsel in the Theisen matter, and failing to properly supervise Fischer, violated Rules 1.1, 1.3, 1.4, 3.2, 3.4(d), 4.1, and 5.1(a) and (c)(2), Minnesota Rules of Professional Conduct (MRPC).

SECOND COUNT

Failure to Comply with Rule 26, RLPR, False Statements and Unauthorized Practice of Law

Failure to Comply with Rule 26, RLPR, and False Statements

77. By Supreme Court order dated February 17, 2012, respondent was suspended from the practice of law for a minimum period of five months, effective March 2, 2012.

78. Rule 26, RLPR, requires a suspended lawyer, within 10 days of the Court's suspension order, to provide notice by certified mail/return receipt requested of his suspension to clients, "opposing counsel (or opposing party acting *pro se*) and the tribunal involved in pending litigation or administrative proceedings." Rule 26, RLPR, further requires the suspended lawyer to, within 15 days of the effective date of the

Court's order, file with the Supreme Court an affidavit showing compliance with these notice requirements.

79. By letter dated February 21, 2012, the Director notified respondent of his Rule 26, RLPR, obligations.

80. On March 23, 2012, not having received respondent's affidavit pursuant to Rule 26, RLPR, the Director wrote to respondent and requested it.

81. On April 2, 2012, the Director received respondent's affidavit pursuant to Rule 26, RLPR. Respondent's affidavit reflected that on March 15, 2012, i.e., three days beyond the deadline set forth in Rule 26, RLPR, respondent provided notice of his suspension to clients and tribunals. Respondent attached to his affidavit certified mail receipts for the letters to his clients and tribunals. Respondent's affidavit gave no indication, however, that respondent had provided notice to opposing counsel or opposing parties acting *pro se*.

82. On April 3, 2012, the Director wrote to respondent and noted the absence of information in his Rule 26, RLPR, affidavit regarding notice to opposing counsel or opposing parties acting *pro se*. The Director asked respondent to provide notice to opposing parties and counsel and to provide an amended affidavit.

83. On April 20, 2012, the Director received another affidavit of respondent pursuant to Rule 26, RLPR. This affidavit reflected that on April 20, 2012, i.e., 39 days beyond the deadline set forth in Rule 26, RLPR, respondent provided notice of his suspension to opposing counsel and parties acting *pro se*.

84. In his April 20, 2012, affidavit, respondent stated, "Your affiant . . . identified or [sic] pending Workers' Compensation disputes in which your affiant is attorney of record and cause [sic] to be mailed, by US mail, certified, the notice of counsel attached hereto and incorporated herein as Exhibit B." Respondent did not attach any certified mail receipts for any of the letters he attached to his affidavit.

85. In fact, however, at least four of the opposing counsel to whom respondent claimed in his April 20, 2012, affidavit to have provided written notice of his suspension, and a copy of the suspension order, did not receive respondent's letter or the suspension order.

86. Respondent's statement in his April 20, 2012, affidavit that he "mailed, by US mail, certified, the notice to counsel attached hereto and incorporated herein as Exhibit B," was false.

Misleading Communications and Unauthorized Practice of Law

87. Following the effective date of his suspension, respondent continued to display signage and utilize law firm and other designations that gave the false impression that he continued to be licensed to practice law, as follows:

- a. A large sign outside respondent's office continued to read, "STOCKMAN LAW OFFICE . . . Attorney Louis A. Stockman."
- b. The name placard on the door to respondent's office continued to read, "Louis A. Stockman Attorney At Law."
- c. On at least two places on his office's Web site, respondent continued to identify himself as "Attorney at Law."
- d. Respondent continued to use letterhead that identified him as an "Attorney at Law."
- e. Respondent continued to use "Stockman Law Office" on the directory of the building in which he officed, on letterhead, on retainer agreements, on pleadings, on checks, on his Web site, as part of his email address and elsewhere.

88. On April 3, 2012, the Director wrote to respondent's counsel and stated that respondent's continued use of the "Stockman Law Office" designation falsely stated or implied that respondent was currently licensed to practice law.

89. During a telephone conference call with respondent, Fischer and counsel, the Director again informed respondent that his continued use of the "Stockman Law Office" designation was misleading and improper.

90. By letter dated May 8, 2012, respondent, through Fischer acting as his counsel, declined to discontinue use of the "Stockman Law Office" designation.

91. On March 14, 2012, respondent telephoned Becky Hedstrom, an Auto-Owners Insurance Company claim representative, regarding the status of a client's claim. Respondent left a voice mail message asking Hedstrom about the status of his client's claim for payment of the policy limits. Respondent did not state in his voice mail message that he was suspended from the practice of law and/or was contacting Hedstrom in a capacity other than attorney for the client. Hedstrom declined to return respondent's call, instead responding by email to Fischer.

92. On approximately March 22, 2012, respondent telephoned William Goetz, another Auto-Owners Insurance Company claim representative, to discuss settlement of a client's claim. Once again, respondent did not state that he was suspended from the practice of law and/or was contacting Goetz in a capacity other than attorney for the client.

93. On April 5, 2012, respondent appeared with Fischer for a mediation in a workers' compensation case. At that time, respondent had not provided notice of his suspension to opposing parties or counsel. As a result, opposing counsel was confused as to respondent's role and status in the mediation.

94. During the mediation, respondent spoke on behalf of the client and stated his opinion regarding an administrative ruling that a prior termination of the client was not for cause as claimed by the employer.

95. Neither respondent nor Fischer stated at any time that respondent was appearing as a legal assistant or in any capacity other than attorney for the client.

96. Respondent's conduct in failing to comply with the requirements regarding notification of his suspension, and making false statements in his April 20, 2012, affidavit violated Rules 3.4(c), 8.1(a), and 8.4(c), MRPC, Rule 26, RLPR, and the Supreme Court's February 17, 2012, order.

97. Respondent's conduct in displaying signage and utilizing law firm and other designations that gave the false impression that he continued to be licensed to practice law and otherwise engaging in the unauthorized practice of law, violated Rules 3.4(c), 5.5(a) and (b)(2), 7.1, and 8.4(d), MRPC.

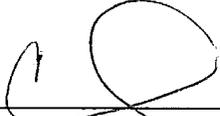
WHEREFORE, the Director respectfully prays for an order of this Court imposing appropriate discipline, awarding costs and disbursements pursuant to the Rules on Lawyers Professional Responsibility, and for such other, further or different relief as may be just and proper.

Dated: July 24, 2012.



MARTIN A. COLE
DIRECTOR OF THE OFFICE OF LAWYERS
PROFESSIONAL RESPONSIBILITY
Attorney No. 148416
1500 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102-1218
(651) 296-3952

and



CASSIE HANSON
SENIOR ASSISTANT DIRECTOR
Attorney No. 303422