

FILE NO. \_\_\_\_\_

STATE OF MINNESOTA

IN SUPREME COURT

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In Re Petition for Disciplinary Action  
against JACQUELINE LOUISE WILLIAMS,  
a Minnesota Attorney,  
Registration No. 330668.  
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**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 31, 2003. Respondent currently practices law in Minneapolis, Minnesota.

Respondent has committed the following unprofessional conduct warranting public discipline:

FIRST COUNT

A. Improper Use of a Trust Account and Knowing Issuance of NSF Checks

1. On March 19, 2007, respondent's M&I Bank trust account number 0040403913 (hereinafter, "trust account") became overdrawn. Pursuant to Rule 1.15(j) through (o), Minnesota Rules of Professional Conduct (MRPC), the Director received notice of the overdraft on March 22, 2007. (The Director received notices of additional overdrafts on respondent's trust account on March 29 and 30, 2007. All of the checks that generated these overdraft notices were honored by the bank.)

2. On March 27, 2007, the Director wrote to respondent to request an explanation for, and various trust account books and records related to, the overdraft.

3. Respondent responded to the Director's letter on April 6, 2007. Respondent stated that she issued the check causing the overdraft to Office Depot, but that the check had not been issued on behalf of a client. Respondent further stated that the overdraft resulted "because I was expecting funds that I did not receive before the check cleared." Finally, respondent stated that she did not maintain client subsidiary ledgers "because when clients pay me, it is primarily for funds earned," and that she realized she "erroneously used my trust account to pay for miscellaneous expenses."

4. Despite respondent's apparent acknowledgment that she understood her practice of issuing trust account checks in payment of her own expenses to be improper, respondent continued to issue such checks.

5. On June 13, 2007, the Director wrote to respondent and specifically directed her to discontinue her practices of depositing earned fees into her trust account and issuing trust account checks directly to her own personal and/or business creditors.

6. Despite the Director's specific directives, respondent thereafter continued to deposit earned fees into her trust account and to disburse trust account checks to her own personal and/or business creditors.

7. Respondent used her trust account in the manner described above because respondent's personal checking account had been closed due to excessive overdraft activity and the trust account was the only bank account available to respondent.

8. Respondent issued numerous checks on her trust account that she knew, or should have known, were not supported by sufficient funds in the account at the time of issuance. As a result, the following additional overdraft notices were generated on respondent's trust account:

<u>DATE</u>	<u>CHECK NO.</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>ACCOUNT BALANCE</u>
06/12/07	1046	J.W. (witness)	\$ 120.00	\$ 87.13
06/13/07	1062	AAA	\$ 612.80	\$ 59.13
06/19/07	1070	KFC	\$ 111.47	(\$ 517.51)
06/20/07	Auto withdrawal	Xcel Energy	\$ 92.61	\$ 9.54
06/22/07	1067	CT Technologies	\$ 95.99	\$ 15.75
	1059	Hickory Tech	\$ 63.68	
06/25/07	1070*	KFC	\$ 111.47	(\$ 52.25)
	1073	Fed Ex Kinko's	\$ 81.31	
	1082	Perkins	\$ 23.00	
	1069	Oasis Market	\$ 22.72	
06/27/07	1083	Loop Parking	\$ 4.50	(\$ 188.25)
06/28/07	1085	Wilcox & Fetzer	\$ 1,036.28	(\$ 225.25)
	Auto withdrawal	Xcel Energy	\$ 92.61	
	1069*	Oasis Market	\$ 22.72	
07/05/07	1090	Fed Ex Kinko's	\$ 447.37	\$ 97.23
07/09/07	1086	Juut	\$ 224.52	\$ 6.23
	1088	Bay Tree	\$ 178.00	
	1074	Kowalski's	\$ 79.33	
	1089	Jerry's Hardware	\$ 47.60	
07/10/07	1080	Chico's	\$ 334.40	(\$ 117.77)
	1093	Walgreen's	\$ 31.85	
	1081	Oasis	\$ 28.00	
07/12/07	1089*	Jerry's Hardware	\$ 47.60	(\$ 222.77)
07/13/07	1090*	Fed Ex Kinko's	\$ 447.37	(\$ 259.77)
	1094	Yale Bookstore	\$ 147.61	
	1092	Yale Bookstore	\$ 40.18	
	1093*	Walgreen's	\$ 31.85	
	1081*	Oasis	\$ 28.00	
07/17/07	1087	Kowalski's	\$ 41.79	(\$ 426.77)
07/18/07	1091	Connecticut [illegible]	\$ 52.00	(\$ 463.77)

<u>Date</u>	<u>Check No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Account Balance</u>
07/20/07	1094*	Yale Bookstore	\$ 147.61	(\$ 506.77)
	1092*	Yale Bookstore	\$ 40.18	
07/24/07	1080*	Chico's	\$ 334.40	(\$ 580.77)
07/25/07	1091*	Connecticut [illegible]	\$ 52.00	(\$ 617.77)
08/01/07	1086*	Juut	\$ 224.52	(\$ 678.77)
	1074*	Kowalski's	\$ 79.33	
	1087*	Kowalski's	\$ 41.79	
08/08/07	1059*	Hickory Tech	\$ 63.68	(\$ 801.77)
08/17/07	1086*	Juut	\$ 224.52	(\$ 874.77)
08/27/07	1094*	Yale Bookstore	\$ 147.61	(\$ 941.77)
	1092*	Yale Bookstore	\$ 40.18	

\*Indicates the bank's second or third processing of the same check.

9. The bank dishonored and returned all of the above checks.

10. Respondent received her monthly bank statements and each of the above overdraft notices, so she was fully informed as to the balances in her trust account. She issued the above checks knowing that the balance in the account was not sufficient to cover them, but hoping that she would receive and deposit funds before the checks reached the bank for payment.

11. On September 26, 2007, M&I Bank closed respondent's trust account with a \$1,160.77 negative balance. M&I Bank requested that respondent remit reimbursement for the negative balance. To date, respondent has not done so. On information and belief, respondent does not have a trust account or law office business account at this time.

#### B. Failure to Pay Professionally-Incurred Judgments

##### Wilcox & Fetzer Judgment

12. Among the trust account checks dishonored by respondent's bank, and listed in the chart above, was check number 1085. The circumstances surrounding issuance, and following dishonor, of that check are described below.

13. On June 3, 2007, respondent contracted with the court reporting firm of Wilcox & Fetzer, Ltd., in Wilmington, Delaware, to take three depositions at its location on June 19, 2007, on behalf of her client D.B.W. The depositions were conducted as scheduled.

14. Prior to delivery of the deposition transcripts, a Wilcox & Fetzer representative contacted respondent and requested payment for the transcripts. On June 25, 2007, respondent issued to Wilcox & Fetzer her trust account check no. 1085 in the amount of \$1,036.28. At the time, the balance in respondent's trust account was already negative. Respondent issued check no. 1085 knowing that the existing balance in the account was not sufficient to cover it, and without depositing funds into the account sufficient to cover it. Upon receipt of respondent's check, Wilcox & Fetzer released the deposition transcripts to her.

15. On July 2, 2007, Wilcox & Fetzer received notice that respondent's check had been returned for insufficient funds.

16. On July 10, 2007, a Wilcox & Fetzer representative attempted to contact respondent by telephone, leaving her a detailed voice mail message. Shortly thereafter, respondent called Wilcox & Fetzer and stated she would get the necessary funds from her client and provide Wilcox & Fetzer with a replacement check by July 17, 2007. Respondent failed to do so.

17. In mid-July 2007, respondent contacted Wilcox & Fetzer and stated that she would provide them with a replacement check "by the end of the week." Respondent failed to do so.

18. In late July 2007, a Wilcox & Fetzer representative attempted to contact respondent by telephone, leaving her a voice mail message. Respondent did not respond to the message. Respondent has never issued a replacement check to Wilcox & Fetzer.

19. On January 14, 2008, respondent forwarded Wilcox & Fetzer's bill to D.B.W.'s new counsel and so informed Wilcox & Fetzer. Respondent directed Wilcox & Fetzer to direct all of its communications regarding the bill to new counsel.

20. On January 31, 2008, D.B.W.'s new counsel informed Wilcox & Fetzer that he had assumed D.B.W.'s representation, but not respondent's unpaid obligation to Wilcox & Fetzer. Counsel stated that respondent had no basis for asking Wilcox & Fetzer to direct its future billings to him.

21. In February 2008 Wilcox & Fetzer commenced litigation against respondent. Respondent responded by not admitting that she owed the debt, but stating a willingness to accept judgment against her.

22. On June 18, 2008, judgment was entered against respondent for \$1,036.28, plus court costs and interest. Respondent has not satisfied or made any payment on this judgment.

#### B.Y. Judgment

23. On or about March 15, 2006, respondent served a subpoena on B.Y. to appear as a witness in a matter respondent was handling. The subpoena included a \$20 check drawn on an unknown account in respondent's name for the statutory witness fee.

24. B.Y. attempted to negotiate respondent's check on April 26, 2006, but it was returned unpaid, with the notation "account closed." B.Y. contacted respondent regarding the check, but respondent failed to issue replacement funds to B.Y.

25. On March 14, 2008, B.Y. commenced a Hennepin County Conciliation Court proceeding against respondent, seeking recovery of the original statutory witness fee and mileage and other costs and penalties, in the total amount of \$261.20, plus interest. The hearing on B.Y.'s claim was scheduled for July 3, 2008.

26. On information and belief, respondent did not appear for the July 3, 2008, hearing. On July 7, 2008, judgment in the amount of \$261.20 was entered against respondent. Respondent did not appeal the judgment, nor has she satisfied or made any payment on the judgment.

#### Benchmark Court Reporting Judgment

27. On April 30, 2007, pursuant to respondent's request, Benchmark Court Reporting ("Benchmark") provided certain court reporting services to respondent in the D.B.W. matter.

28. On May 14, 2007, Benchmark billed respondent \$906.78 for those services. Respondent failed to pay Benchmark's invoice.

29. On February 27, 2008, Benchmark commenced a Hennepin County Conciliation Court proceeding against respondent. The hearing on Benchmark's claim was scheduled for July 3, 2008.

30. Benchmark again billed respondent on March 20, 2008. Respondent again failed to pay.

31. On July 2, 2008, respondent wrote to Benchmark, stating that she did not dispute the invoice, but disputed that she was responsible for paying it. Respondent also stated that she was unable to attend the next day's hearing. Respondent did not, in fact, appear for the hearing.

32. On July 7, 2008, judgment in the amount of \$961.78 was entered against respondent. Respondent did not appeal the judgment, nor has she satisfied or made any payment on it.

33. Respondent's conduct in depositing earned fees into her trust account and issuing trust account checks directly to her own business and/or personal creditors violated Rules 1.15(a) and (b), MRPC.

34. Respondent's conduct in knowingly issuing trust account checks that were not supported by sufficient funds in the account violated Rule 8.4(c), MRPC.

35. Respondent's conduct in failing to pay professionally-incurred judgments awarded against her and in favor of Wilcox & Fetzer, B.Y. and Benchmark violated Rule 8.4(d), MRPC.

WHEREFORE, the Director respectfully prays for an order of this Court or imposing otherwise 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: Sept 16, 2008.



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