

**IN RE: THOMAS R. BEAUVAIS**

**NO. BD-2019-089**

**S.J.C. Order of Term Suspension entered by Justice Budd  
on October 30, 2019, with an effective date of November 29, 2019.<sup>1</sup>**

*Due to his neglect of five clients and related misconduct (including making misrepresentations to conceal his neglect, engaging in an undisclosed conflict of interest, and negligently misusing client funds), the respondent's law license was suspended for nine months, with his reinstatement conditioned on (1) an evaluation at Lawyers Concerned for Lawyers (LCL) and Law Office Management Program (LOMAP), (2) attendance at the MCLE program, "How to Make Money and Stay Out of Trouble," and (3) signing a financial probation agreement requiring him to submit to bar counsel, on a quarterly basis for one (1) year, records demonstrating that he is compliant with Mass. R. Prof. C. 1.15. The respondent stipulated to the facts and sanction.*

**SUMMARY<sup>2</sup>**

In the first matter, the respondent was retained to represent a client in a dispute over a car loan. Under the terms of a written fee agreement, the respondent agreed to pursue a legal action against the car dealership and the lender and, in return, would be paid in stages for his future work. The agreement stated improperly that the fee for each stage was non-refundable once paid.

The respondent promptly made a written demand on the car dealership and the lender. However, over the remainder of the representation, the respondent repeatedly failed to respond to the client's reasonable requests for information. When he did respond, he occasionally made misrepresentations to conceal his neglect. For this and other reasons, the client ultimately became dissatisfied with the respondent's work and discharged him as her lawyer.

The respondent's conduct in this matter violated the ethics rules in the following respects. By charging and collecting fees designated as non-refundable, the respondent violated Mass. R. Prof. C. 1.5(a). By failing to act with competence and diligence in the representation, the respondent violated Mass. R. Prof. C. 1.1, 1.2(a), 1.3 and 8.4(h). By failing to keep his client reasonably informed about the status of her legal matter, the respondent violated Mass. R. Prof. C. 1.4(a). By knowingly making misrepresentations to his client about his work on her case, the respondent violated Mass. R. Prof. C. 8.4(c) and (h).

In the second matter, the respondent was retained to enforce an arbitration award and then collect the subsequent judgment. The underlying arbitration involved the client's purchase of a defective car from a business owner. As above, the respondent's fee agreement stated improperly that his fee for each stage of his future legal work was non-refundable once paid.

The respondent was able to obtain a judgment against the owner of the car dealership in the amount of \$51,824.91. The client accordingly paid him a fee to try to collect the judgment against the owner. However, the respondent thereafter performed very little work of substance for his client. He also repeatedly failed to respond to the client's reasonable requests for information. The client therefore contacted bar counsel for assistance. When the respondent failed to respond

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<sup>1</sup> The complete order of the Court is available by contacting the Clerk of the Supreme Judicial Court for Suffolk County.

<sup>2</sup> Compiled by the Board of Bar Overseers based on the record filed with the Supreme Judicial Court.

to bar counsel's inquiries, the Board issued a subpoena requiring his appearance for a meeting under oath. The respondent appeared for the meeting.

The respondent's conduct in this matter violated the ethics rules in the following respects. By charging and collecting fees designated as non-refundable, the respondent violated Mass. R. Prof. C. 1.5(a). By failing to act with competence and diligence in his representation of his client, the respondent violated Mass. R. Prof. C. 1.1, 1.2(a), 1.3 and 8.4(h). By failing to keep the client reasonably informed about the status of his legal matter, the respondent violated Mass. R. Prof. C. 1.4(a). By initially failing to respond to bar counsel's requests for information in the foregoing matter, the respondent violated Mass. R. Prof. C. 8.1(b) and 8.4(d), (g) and (h).

As set forth below, the respondent also engaged in a concurrent conflict of interest while representing this client and, in so doing violated Mass. R. Prof. C. 1.7. Specifically, throughout his representation of the client, he was representing another client in a dispute over her purchase of a defective car. The dealership involved was *not* the same one described above; however, as set forth below, the respondent later would learn that the dealerships were, in fact, owned by the same person. The respondent failed to disclose this information to either client.

In this third matter, the client retained the respondent to pursue a legal action against a car dealership. The respondent did so, resulting in a judgment against the dealership in the amount of \$40,381.62. In his subsequent efforts to collect the judgment, the respondent learned that the dealership was not a recognized corporate entity, but rather owned individually by the same business owner involved in the second client matter described above. The respondent accordingly had the \$40,381.62 judgment amended to name the business owner as the person responsible for the judgment. He did not, however, advise either of his clients that he was representing another client in his/her attempt to collect monies from the same individual.

The third client matter was eventually settled. As agreed, the owner of the dealership paid \$21,000 to the respondent via a series of installment payments. Under the terms of their fee agreement, the respondent was to transfer a two-thirds share of each installment to his client and retain the rest. However, due to poor recordkeeping, the respondent did not provide the client with her two-thirds share from one of the installment payments. As a result, he negligently misused \$666.76 of his client's funds. When the client asked about the missing funds, the respondent initially failed to respond in a meaningful way. However, the respondent later recognized his mistake and made a full refund.

The respondent's conduct in this matter violated the ethics rules in the following respects. By failing to promptly deliver the final share of the settlement proceeds to his client, the respondent violated Mass. R. Prof. C. 1.3 and 1.15(c). By negligently misusing funds belonging to the client, the respondent violated Mass. R. Prof. C. 1.15(b). By failing to keep his client reasonably informed about the status of her legal matter, the respondent violated Mass. R. Prof. C. 1.4(a). By engaging in a concurrent conflict of interest without the requisite informed, written consent from both affected clients, the respondent violated Mass. R. Prof. C. 1.7.

In the fourth matter, the respondent was retained to represent a client in a dispute over her purchase of a car from a dealership. The dealership was unaffiliated with the entities and individuals mentioned above. The client agreed to pay the respondent an hourly rate for his work.

The respondent subsequently filed a complaint against the dealership. After discovery, the respondent filed a motion for summary judgment and obtained a judgment in the client's favor. However, shortly afterwards, the court vacated the judgment and ordered the parties to select a mutually convenient trial date. The respondent thereafter took no further action of substance in the case. He also failed to respond to the client's repeated requests for information. The client therefore terminated the respondent and asked him to return her files. The respondent did not comply with this request until after bar counsel opened an investigation into his conduct.

The respondent's conduct in this matter violated the ethics rules in the following respects. By failing to act with diligence in his representation of the client, and in particular by failing to take any action in the lawsuit after the judgment was vacated, the respondent violated Mass. R. Prof. C. 1.1, 1.2(a), 1.3 and 8.4(h). By failing to keep his client reasonably informed about the status of her case and to respond to her requests for information, the respondent violated Mass. R. Prof. C. 1.4(a). By abandoning his client without giving her notice and an opportunity to employ new counsel, and by failing to take other steps to protect his client's interests after the judgment was vacated, the respondent violated Mass. R. Prof. C. 1.4(a) and (b) and 1.16(d).

In the fifth matter, the respondent was retained by a married couple to represent them in a dispute with the builder of their home. Among other things, the respondent agreed to initiate and pursue an arbitration proceeding at the American Arbitration Association ("AAA"). The client agreed to pay the respondent an hourly rate for this and any related work.

The client's instruction notwithstanding, the respondent did not seek to initiate the arbitration proceedings for several months. Throughout this time period, the respondent repeatedly misled the couple into believing otherwise. For instance, he intentionally misrepresented that he had filed the couple's arbitration demand and was waiting to hear back from AAA.

The respondent eventually filed the couple's arbitration demand with AAA. In response, AAA sent a letter to the respondent indicating that the arbitration would *not* go forward unless the couple paid a filing fee within two weeks. Afterwards, the respondent informed the couple of AAA's requested fee; however, he failed to tell them of the two-week deadline. In response, and in any event, the couple authorized the respondent to pay whatever filing fees were necessary to move ahead with the arbitration. The respondent nonetheless failed to pay the filing fee by the deadline. AAA accordingly dismissed the arbitration. The respondent never advised his clients of the dismissal. When the couple subsequently asked the respondent for an update, he falsely represented that he was continuing to work with AAA about the filing fees for the arbitration.

The couple ultimately contacted AAA on their own and learned for the first time that their arbitration had been dismissed. The couple thereafter repeatedly asked the respondent for an explanation. The respondent failed to respond. The couple therefore terminated the respondent and, with the help of new counsel, refiled their arbitration demand with AAA.

The respondent's conduct in this matter violated the ethics rules in the following respects. By failing to act with competence and diligence in his representation of the couple, the respondent violated Mass. R. Prof. C. 1.1, 1.2(a), 1.3 and 8.4(h). By failing to keep his clients reasonably informed about the status of their legal matter, the respondent violated Mass. R. Prof. C. 1.4(a).

By knowingly making misrepresentations to the couple about his work on their case, the respondent violated Mass. R. Prof. C. 8.4(c) and (h).

In mitigation, at the time of the respondent's misconduct in the foregoing matters, he was overwhelmed by his caseload due to being distracted by his extensive *pro bono* work.

On September 27, 2019, the parties submitted a stipulation to the Board of Bar Overseers in which the respondent admitted the truth of the above facts and stipulated to the above disciplinary rule violations. The parties recommended that the respondent be suspended from the practice of law for nine months with his reinstatement subject to the conditions stated above.

On October 15, 2019, the Board of Bar Overseers voted to accept the stipulation of the parties and their proposed sanction.

On October 30, 2019, the Supreme Judicial Court for Suffolk County (Budd, J.) entered an order adopting the Board's recommendation, effective thirty (30) days after the date of entry.