

May 24, 2017

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LETTER OF REPRIMAND

RE: Grievance File No. OBC16-1039 (Jill M. Lynne, Esq.)

Dear Ms. Johnson:

On May 9, 2017, a Screening Panel of the Southern Nevada Disciplinary Board considered the above-referenced grievance. The Panel concluded that you violated the Rules of Professional Conduct and that you should be reprimanded. This letter shall constitute delivery of that reprimand.

On June 1, 2015, you entered into a "Consulting Agreement" with attorney Jill M. Lynne where you agreed to perform legal work as an independent contractor on cases in exchange for \$3,500 a month. You were also provided an office space and staff to help develop your solo practice and agreed to pay Lynne a percentage of the fees on cases generated by you. The contract expired on November 20, 2015, and no formal extension was signed, but you both continued to perform under the agreement for several more months.

On January 26, 2016, you entered the Lynne law offices while Lynne was in court and "removed" seven (7) client files.¹ You later sent an email admitting to removing the files and said that you would have all case assignments done, etc. by the morning of January 28, 2016. You informed Lynne that you wished to "discontinue our association" and would discuss it when you came into the office on that date. You removed your belongings from the office, but did not return the files.

On February 1, 2016, you filed a Notice of Attorney's Lien against the "personal and/or business property of Jill M. Lynne, Esq.".

On February 3, 2016, you sent a letter to Marriott Hotels. The letter stated, in part:

¹ These clients are: Harrah's, The Venetian, Tropicana Entertainment, Planet Hollywood, Marriott Hotels & Public Agency Compensation Trust.

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"Pursuant to an Agreement for services, Ms. Lynne contracted with me to work on various claims files for her office, including files for your company. Ms. Lynne breached the Agreement, and refuses to make required payments under the Agreement. Accordingly, please find enclosed a filed and recorded Attorney's Lien over files that were lawfully in my possession with Ms. Lynne's permission. My lien includes the following file from your company: Lidia Bermudez-Carrera, Claim Number 496555."

Subsequent to receiving this letter, Marriott Hotels disassociated themselves with Lynne and her firm and hired other counsel.

Your right to file a lien for salary was discussed in Article IV Property Rights section of the Consulting Agreement. This clause clearly stated that files were the sole property of the Lynne Law Firm and did not allow for you to remove and hold the files as part of any lien. Furthermore, the fee agreements with each of those clients were with Lynne's firm. After the receipt of the bar grievance, you returned the files to Lynne.

Through the course of the State Bar's investigation, it was discovered that you were handling cases for clients that involved the short term handling some client funds. You indicated that although you have a client trust account, you do not have a check register nor have you ever purchased checks for the trust account. You disclosed that you accidentally paid Lynne \$300 out of your trust account because you mixed up the checks. When you realized that mistake, you transferred money from another account to replace the client funds.

In one of your responses to the State Bar, you stated that you had "not received settlement funds for a client that required depositing into any of my accounts", but had received settlement funds.

The first case was a case in which you represented a relative and received "a settlement of a case we won by default against Victoria's Wedding Chapel." You confirmed that you cashed the check at the Bank of Nevada (from which it was drawn), removed your fee and took the remaining cash to Bank of America where you purchased a Cashier's Check payable to your client.

The other case was regarding a "family case settlement." Again, you cashed the check at the bank from which it was drawn (Chase Bank), removed your fee then took the cash to Bank of America where you purchased a Cashier's Check payable to your client.

Rule of Professional Conduct ("RPC") 1.15 (Safekeeping Property) requires an attorney to properly safeguard property belonging to a client. This includes the client's file, which belongs to the client in the absence of a valid attorney lien. In this case, the files you took from Lynne's office belonged to those clients. You were not authorized

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either by your Consulting Agreement or statute to lien those files pending payment to you of funds owed by Lynne. You were also not authorized to send a demand letter to Lynne's client regarding their file.

SCR 1.15 (Safekeeping Property) also requires an attorney to properly safeguard all client funds. In at least two instances, you failed to properly safeguard settlement funds received by your clients. You also inadvertently used some of those settlement funds to pay Lynne.

Accordingly, you are hereby **REPRIMANDED** for having violated RPC 1.15 (Safekeeping Property). The Panel also imposed SCR 120 costs in the amount of **\$1,500**. We trust that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

Sincerely,



Kenneth Hogan, Esq., Chair
Screening Panel

KH/jvi