IN THE COURT OF APPEALS
STATE OF GEORGIA

BRYAN CAVE LEIGHTON PAISNER LLP,

Appellant,

v.

GEBO LAW LLC,

Appellee.

Georgia Court of Appeals
Case No. A24A1230

BRIEF OF APPELLEE GEBO LAW LLC

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> Is an attorney at law subject to process of garnishment? … [W]hile some inconvenience may result to the profession from holding attorneys responsible to this proceeding, a contrary doctrine would, we apprehend, be productive of much mischief.

Tucker v. Butts, 6 Ga. 580, 580, 581 (1849).

Garnishment is driven by statute. O.C.G.A. § 18-4-4 provides that "[a]ll money or other property of the defendant in the possession or control of the garnishee at the time of service of garnishment upon the garnishee . . . shall be subject to the process of garnishment . . ." As of the date Appellant was served with the garnishment action, it was holding $175,265 of its judgment debtor client's money in its client trust account as a refundable retainer. V2-239, 445. There is no legitimate argument that such money was Appellant's money. Under both Georgia law and Appellant's own engagement agreement, all money remaining in the client trust account on the date of service is obviously the judgment debtor client's money and therefore subject to garnishment.[1]

[1] Appellant, which touts itself as a "global law firm" with more than 1,275 lawyers, is representing itself. At the same time, Appellant continues to represent its judgment debtor client in other proceedings. In doing so, Appellant arguably has a conflict of interest in arguing that the subject money is Appellant's money and not its client's money. If the money is

Appellant attempts to distract from the obvious truth with numerous baseless arguments, but in reality, Appellant raises only two mathematical calculation arguments that require any legitimate consideration. First, Appellant argues that prior to being served with the garnishment action, it had previously billed its client $9,151 in attorney's fees, but Appellant failed to exercise its contractual right contained in its client engagement agreement to debit its client's trust account and move the $9,151 to Appellant's operating account. Appellant Br. at 6-8. Appellant therefore argues $9,151 of the $175,265 in its client's trust account was no longer property of the client and had effectively become Appellant's property, even though Appellant had not taken ownership of such property by moving the $9,151 into its operating account. Although Appellant's argument may appear factually reasonable, it is unsupported by law. Until Appellant debited the client's trust account and moved the money to Appellant's operating account, the money did not transfer

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client money, it can be used to pay down or settle the client's judgment debt, but if the money is Appellant's, it cannot be used to benefit the client.

ownership from the client to Appellant, and for this reason it was still subject to garnishment.[2]

Second, and in a much larger leap, Appellant argues that prior to receiving the garnishment, it had allegedly performed an additional $29,696.75 of work for its client, for which Appellant had admittedly not yet billed. Appellant Br. at 6-7. Per Appellant's engagement agreement, Appellant was to issue invoices on a "monthly basis," and then, only "on or after the date of [Appellant's] statement for services each month" did Appellant have a right to make a "[w]ithdrawal from the trust account" to satisfy that month's invoice. V2-439. Because Appellant had not yet even issued its monthly invoice at the time the garnishment was served, Appellant had no right to withdraw $29,696.75 from its client's trust account and take ownership of such funds by moving the funds to Appellant's operating account. At the time the garnishment was served, therefore, the funds still belonged to the client and were subject to

[2] Even if the Court accepted Appellant's argument that the $9,151 had already become Appellant's property, which the Court should not, then the remaining $166,114 was still subject to garnishment.

garnishment.[3] Those client funds held in a client trust account are property of the client, not the lawyer. When the client is a judgment debtor, those funds are subject to garnishment. The trial court therefore got the general principle right: attorney trust accounts are subject to garnishment. The trial court also got the specific issue in this case right: retainer payments held in an attorney trust account are client property until the attorney performs the contracted services, bills the client for those services, and takes ownership of them according to the terms of the attorney engagement agreement. This Court should affirm on those grounds.

I. STATEMENT OF THE CASE

Because Appellant omits and misconstrues facts, a more detailed review is required. First, Appellant leaves out where this all began: with a judgment against Appellant's client. On December 19, 2022, following a week-long jury trial, Gebo Law obtained a judgment against Cordial

[3] Even if this Court accepted Appellant's argument that both the $9,151 and the $29,696.75 had become Appellant's property, which this Court should not, then, at very minimum, the remaining $136,417.25 was still clearly subject to garnishment.

Endeavor Concessions of Atlanta, LLC ("Cordial") for $1,150,000 plus post-judgment interest.[4] V2-386. The following day, December 20, 2022, Cordial wrote four separate checks for $25,000 to Appellant, Bryan Cave Leighton Paisner LLP ("Bryan Cave"). V2-394. At the time Cordial wrote those checks to Bryan Cave, Cordial had not yet even engaged Bryan Cave to represent it in any matter. It was not until 24 days later, on January 13, 2023, that Cordial signed an engagement agreement with Bryan Cave. V2-437-41.

Pursuant to the engagement agreement, Cordial "engaged [Bryan Cave] to represent [it] in Advice in connection with potential restructuring considerations regarding airport concession business at Atlanta Hartsfield Jackson International Airport." V2-437. The scope of representation does not include appeal of the underlying judgment,[5] any

[4] Gebo Law obtained the judgment because it previously represented Cordial for approximately five years without compensation, and when Gebo Law finally successfully resolved Cordial's underlying disputes and obtained Cordial a significant settlement, Cordial failed to pay Gebo Law.
[5] Indeed, Cordial hired another law firm to represent it in appealing the underlying judgment, and this Court has since affirmed Gebo Law's judgment against Cordial. *Cordial Endeavor Concessions of Atlanta, LLC v. Gebo Law LLC*, 370 Ga. App. 528 (2024).

post-judgment proceedings, post-judgment discovery, any garnishment actions, or representation in any litigation. *Id.*

The engagement agreement required a retainer of $100,000 that was to be billed against hourly. V2-438. The retainer funds were to be deposited into Bryan Cave's "client trust account." *Id.* Per the agreement, any unused deposit was to be refunded to Cordial at the conclusion of the engagement. V2-439. The retainer funds are "refundable to the extent not subject to disbursement." *Id.* The engagement agreement did not provide that any of the retainer funds were earned upon receipt. Instead, they were a "retainer deposit" and Bryan Cave was permitted to withdraw from the client trust account to satisfy Bryan Cave's monthly bills and expenses. V2-438-39. Specifically, "[w]ithdrawal from the trust account will be made on or after the date of [Bryan Cave's] statement for services each month." V2-439. Additionally, if the retainer amount in trust dipped below $50,000, then Bryan Cave could request Cordial replenish the retainer to $50,000. V2-439. Unless and until such time, however, Cordial had no obligation to deposit any additional money.

On February 23, 2023, Bryan Cave issued its invoice for January

work in the amount of $24,735. V2-442-45. On the same date, Bryan Cave transferred $24,735 from the client trust account to Bryan Cave's operating account to satisfy the bill. V2-445. In other words, Bryan Cave took ownership of $24,735 of Cordial's money by moving the money to Bryan Cave's operating account to satisfy the invoice. At such time, $75,265.00 of Cordial's money remained in its client trust account. *Id.*

On March 10, 2023, with its client trust account balance still at $75,265.00, and having no obligation to pay Bryan Cave any additional funds, Cordial sent another $100,000 to Bryan Cave. V2-397-98. Bryan Cave had not even requested these funds. V2-398. Now on appeal, Bryan Cave suggests (without any citation to the record), that Cordial paid those additional funds when it "became clear that the post-judgment discovery sought by Gebo Law would be extensive." Appellant Br. at 4.[6]

In reality, Cordial transferred the funds to avoid garnishment. Before transferring the funds, Cordial knew garnishment was ongoing.

[6] Bryan Cave admits some of the legal services it performed for and billed to Cordial were outside the scope of services described in its engagement agreement (including post-judgment discovery efforts, garnishment, and fraudulent transfer litigation.) Appellant Br. at 4, 9.

Cordial and its prior bank had already been served with a garnishment on February 2, 2023, over a month before Cordial sent the additional $100,000 to Bryan Cave from a new bank account it had opened (following entry of the judgment in the underlying action). V2-22, 436.[7] It is undisputed that Cordial sent the funds without any request or invoice. V2-398. Upon sending the unsolicited $100,000, the balance in Cordial's trust account grew to $175,265. V2-445.

In early March 2023, Bryan Cave issued an invoice for its February time for $9,151. V2-238. However, after issuing the invoice, Bryan Cave failed to take ownership of the $9,151 by debiting Cordial's client trust account and moving such money to Bryan Cave's operating account. Consequently, the client trust account remained at $175,265. V2-238.

On March 22, 2023, Plaintiff served Bryan Cave with the garnishment at issue here. V2-243. As of that date, Bryan Cave was holding $175,265 of Cordial's money in its trust account. V2-239. Nevertheless, Bryan Cave answered the garnishment and claimed it

[7] In fact, on February 2, 2023, Cordial's Ameris Bank account had a balance of only $15,361.87. V2-25.

possessed no property of Cordial. V2-122. Gebo Law responded by filing a traverse. V2-126. The traverse stated the answer was "untrue or legally insufficient," and explained that based on the amount Bryan Cave had received, it would be unreasonable for all of the funds to have been spent prior to service of the garnishment. V2-126. Despite being served with the garnishment, Bryan Cave continued billing against and paying itself from the disputed funds. Appellant's Br. at 6-8.

II. ARGUMENT

Gebo Law met its burden below to prove Bryan Cave's answer was "untrue or legally insufficient." Bryan Cave's argument otherwise, Appellant Br. at 12, is an attempt to distract from the point. Specifically, Gebo Law proved Bryan Cave's statement it held no funds of Cordial, V2-122, was untrue. That statement was untrue because as shown in the trial court and herein, the funds at issue belonged to Cordial, not Bryan Cave. The funds were therefore subject to garnishment.

a. Funds held in a client trust account are client funds.

Bryan Cave argues that "funds in [Bryan Cave's] client trust account were [Bryan Cave's] funds, not Cordial's" and that client funds

"placed into the client trust account as unearned legal fees … no longer belong[] to [the client], they belong[] to [Bryan Cave]." Appellant Br. at 14 – 16.

It is stunning that a "global law firm" with more than 1,275 lawyers takes this position. Of course, Bryan Cave cites no Georgia legal authority whatsoever to support its argument that client funds deposited into a client trust account immediately become funds of the lawyer. And Bryan Cave's engagement letter with its client does not support Bryan Cave's "earned-upon-receipt" immediate ownership claim to the funds. Presumably, Bryan Cave's other clients would be equally stunned to learn of its position on this issue.

It is a bedrock principle of Georgia law and the Georgia Rules of Professional Conduct that client funds are to be kept separately and safeguarded in a client trust account because those funds belong to the client. *See* Georgia Rules of Professional Conduct 1.15(I)-(II). Georgia Rule of Professional Conduct 1.15(II)(a) requires every lawyer to deposit client funds into a trust account. Subsection (b) states that aside from funds for account maintenance, lawyer personal funds should not be in a

trust account. Ga. R. Prof. Con. 1.15(II)(b). That rule allows attorneys to deposit unearned fees into a client trust account because such unearned fees remain property of the client. Absent special circumstances, attorneys are not required, however, to deposit advance fee or retainer payments into a client trust account. *See* Formal Advisory Op. 91-2. Taking Rule 1.15(II) together with Formal Advisory Opinion 91-2, it follows that by depositing funds into its trust account as opposed to its operating account, Bryan Cave itself recognized that the funds at issue were client funds unless and until earned by Bryan Cave and transferred to its operating account, as its engagement letter provides.

The Supreme Court of Georgia has had the unfortunate displeasure of disciplining many attorneys who have failed to appropriately safeguard and protect their clients' funds held in client trust accounts. *See In the Matter of Crowther*, 128 Ga. 277 (2024), *In the Matter of Cook*, 311 Ga. 206 (2021), *In the Matter of Brock*, 306 Ga. 388 (2019), *In the Matter of Ralston*, 300 Ga. 416 (2016), *In the Matter of Johnson*, 299 Ga. 744 (2016), *In the Matter of Brown*, 297 Ga. 865 (2015), *In the Matter of Francis*, 297 Ga. 282 (2015), *In the Matter of Howard*, 292 Ga. 413 (2013),

In the Matter of Wright, 294 Ga. 289 (2013), *In the Matter of Grante*, 287 Ga. 131 (2010), *In the Matter of Butler*, 283 Ga. 250 (2008). Although the facts vary, the guiding principle is always that the funds held in a client trust account are funds that belong to the client and must be safeguarded with particular care. If client funds paid into a client trust account automatically become the property of the lawyer, as Bryan Cave argues, then many lawyers have been wrongfully disciplined. Of course, Bryan Cave is wrong, and that is not the law.

The one case that Bryan Cave cites to support its argument is *J. Austin Dillon Co. v. Edwards Shoe Stores*, 53 Ga. App. 437 (1936). Appellant Br. at 16. It would be difficult to find a garnishment case that is more inapplicable. *J. Austin Dillon* has nothing to do with attorneys, clients, or money being held in trust accounts. Although rather difficult to follow, the issue apparently involved $51 that was not subject to garnishment because the money was owed by the garnishee to some third party other than the judgment debtor. As to the judgment debtor, however, the *J. Austin Dillon* Court found that the garnishee had actually erred by withholding $14.72 from garnishment that was owed to

the judgment debtor under the mistaken position that such funds were exempt from garnishment.

In a case that is far more applicable, the Georgia Supreme Court has expressly held that "money belonging to a client in the hands of an attorney is subject to garnishment." *Water Processing Co. v. Southern Golf Builders, Inc.*, 248 Ga. 597, 598 (1981) (*citing Tucker v. Butts*, 6 Ga. 580 (1849)). And, in *Tucker*, 175 years ago, the Georgia Supreme Court was first asked to determine whether attorneys were subject to garnishment. The Georgia Supreme Court concluded that they were, noting a contrary finding would "be productive of much mischief." *Tucker*, 6 Ga. at 581. 175 years later, Bryan Cave now argues for such mischief.

Also, Georgia law in other contexts recognizes that retainer payments remain the property of the client. In the bankruptcy context, the Northern District of Georgia has recognized that retainer payments to attorneys become part of the bankruptcy estate. *See, e.g.*, *In re Patterson*, No. 07–61961–MHM, 2008 WL 7842101, at *1-2 (N.D. Ga. Jan. 15, 2008). In other words, the funds belong to the client: the bankruptcy debtor. The same logic applies in the garnishment context. That is, the

funds in an attorney trust account are the property of the client, not the attorney.

As noted in Georgia Bar Formal Advisory Opinions 03-1 and 91-2, if Bryan Cave had wanted to immediately earn and take ownership of its client's funds, it could have attempted to negotiate another fee structure with its client. For example, it could enter into an agreement for a pre-paid, flat fee that was non-refundable and then deposit the funds into its operating account. But Bryan Cave did not. Bryan Cave's fee agreement provided for a balance paid in advance, against which it would bill hourly each month. V2-439. Under Formal Advisory Opinion 91-2, that is a prepaid fee, which is not earned until the services are performed. Bryan Cave is not allowed now to unilaterally and retrospectively change the terms of its own engagement. And there is no indication whatsoever that Cordial would have ever agreed to such a fee structure, as it would have been significantly worse for Cordial. That is, Cordial likely could not have received the funds back if it terminated the agreement once garnishment efforts ceased.

Regardless, Bryan Cave now claims for the first time on appeal[8] that Rule 1.15(II) actually converts the trust account balance into attorney funds. *See* Appellant Br. at 15-16, 19-20. That argument turns legal ethics on its head and disregards the fee agreement Bryan Cave drafted. Bryan Cave argues comment 2 to Rule 1.15(II) indicates advance fee payments are attorney property. That comment provides "[n]othing in this rule shall prohibit a lawyer from removing from the trust account fees which have been earned on a regular basis which coincides with the lawyer's billing cycles rather than removing the fees earned on an hour-by-hour basis." Ga. R. Prof. Conduct 1.15(II), cmt. 2. The logical reading of comment 2 is that a lawyer does not violate trust account rules by having attorney property in a trust account if he withdraws earned fees monthly instead of hour by hour. For example, Bryan Cave did not violate Rule 1.15(II) by agreeing it would only take ownership of funds on a

[8] This Court should ignore this argument as raised for the first time on appeal. *Safe Shield Workwear, LLC v. Shubee, Inc.*, 296 Ga. App. 498, 501 (2009) ("[T]his Court will not address arguments raised for the first time on appeal."). Appellee addresses the argument in an abundance of caution should the Court choose to consider it.

monthly basis. Nothing in that comment states or suggests that refundable retainer payments that are to be billed against hourly immediately become attorney property upon receipt.

To the contrary, the American Bar Association also recently issued Formal Opinion 505, which provides helpful guidance on this issue. That opinion explains: "When a client pays an advance to a lawyer, the lawyer takes possession – but not ownership – of the funds..." ABA Formal Opinion 505, at 2 (2023). The opinion goes on to explain "unearned fees paid in advance" are "client property." *Id.* at 6. While Georgia's rules are not identical to the ABA Model Rules, the general principle is the same: retainer payments, or "advances," do not become the property of the lawyer upon payment – they remain client property unless and until earned. It follows that because they are client property, they are subject to garnishment.

Moreover, many other states have found attorney retainers subject to garnishment. In Ohio, for example, the court of appeals found "a debtor's funds generally are not exempt from garnishment merely because the funds are placed with an attorney." *Hadassah v. Schwartz*,

197 Ohio App. 3d 94, 97 (2011). In *Hadassah*, the judgment debtor paid an attorney a $150,000 retainer. *Id.* at 96-97. The attorney claimed the funds were not subject to garnishment because they represented "a retainer for ongoing legal services." *Id.* at 97. The court disagreed and held the client retained ownership rights over the retainer and it was therefore subject to garnishment. *Id.* at 97-98.[9]

i. The Engagement Letter's $50,000 minimum balance does not convert any funds in the trust account from client funds to attorney funds.

Appellant spends a portion of its brief attempting to distinguish the $50,000 that its engagement letter required to be held as a threshold balance that could be replenished by Cordial over time. Appellant Br. at 17-19. As with its other points, Appellant cites no applicable Georgia law to support this claim. But the same material question remains – was the

[9] Numerous other states have found the same. *See, e.g.*, *Sports Imaging of Arizona, L.L.C. v. Meyer Hendricks & Bivens, P.A.*, No. 1 CA-CV 05-0533, 2008 WL 4516397, at *2 (Ariz. Ct. App. Oct. 2, 2008) (Arizona); *In re Marriage of Rubio*, 313 P.3d 623, 625 (Colo. App. 2011) (Colorado); *M.M. v. T.M.*, 50 Misc. 3d 565, 578, 17 N.Y.S.3d 588, 599 (N.Y. Sup. Ct. 2015) (New York); *Dowling v. Chicago Options Assocs., Inc.*, 226 Ill. 2d 277, 293, 875 N.E.2d 1012, 1022 (2007) (Illinois); *Marcus, Santoro & Kozak, P.C. v. Hung-Lin Wu*, 274 Va. 743, 750-53 (2007) (Virginia).

$50,000 Cordial's money or Bryan Cave's money? The analysis is no different. This money was Cordial's money. Bryan Cave had not earned the money, billed against the money, or disbursed the money into its operating account; and the money was refundable to Cordial. V2-439. That is precisely why it was being held in the client trust account. It was therefore subject to garnishment.

The Georgia garnishment statutes provide for garnishment of all of Defendant's property in the possession of a garnishee at the time of service of garnishment. O.C.G.A. § 18-4-4. Although the garnishment statute provides some limited exemptions, it does not provide any exemptions that would apply to this $50,000 minimum balance, or any other amount being held on Cordial's behalf. O.C.G.A. § 18-4-6.

Appellant attempts to argue the reverse: that because the garnishment statutes do not explicitly provide for garnishment of attorney trust accounts, this Court must find attorney trust accounts cannot be subject to garnishment. Appellant Br. at 13. But Appellant misconstrues the statute and fails to cite clearly applicable Georgia law. Where there is no explicit authority for an exemption, courts are required

to find the property subject to garnishment. *See, e.g.*, *Smith v. Robinson*, 355 Ga. App. 159, 159-161 (2020). In *Smith*, this Court found no garnishment exemption for the portion of wages allocated to child support. *Id.* at 159. Also in *Smith*, this Court specifically rejected public policy arguments in favor of exemption, finding "[i]t is fundamental that matters of public policy are entrusted to the General Assembly, not this [c]ourt." *Id.* at 161. And this Court has recognized "[g]arnishment proceedings are measured by the strict terms of the statute." *Wachovia Bank of Ga. N.A. v. Unisys Finance Corp.*, 221 Ga. App. 471, 474 (1996). This Court, therefore, cannot create an exemption to the garnishment statutes. And the analysis returns to the beginning: if the funds belonged to Cordial, they are subject to garnishment. As shown, these funds belong to Cordial and are subject to garnishment.

ii. All of Cordial's money remained Cordial's property until Bryan Cave performed work, issued an invoice, and transferred money from the client trust account to its operating account.

Appellant spends another portion of its brief attempting to argue because it was being paid fees in advance it therefore immediately took ownership of Cordial's money. Appellant Br. at 15-16. This is both

factually untrue and makes a distinction without a difference. A plain reading of Bryan Cave's engagement letter leads to the clear conclusion that the money held in trust remained Cordial's property unless and until Bryan Cave performed work, invoiced for the work on a monthly basis, and then withdrew money from the client's trust and deposited the money in Bryan Cave's operating account to satisfy the invoice. V2-437-41. Then, and only then, did the money transfer to Bryan Cave's ownership.

b. Bryan Cave had no security interest or right to set off.

Bryan Cave makes two final attempts to seize its client's funds as its own. First, it argues, without basis in Georgia law, that it has a security interest in the funds. This Court should decline the invitation to recognize such a security interest in client funds held in a Georgia attorney's client trust account. Accepting that invitation would essentially create a common law exemption to the garnishment statutes. Second, Appellant argues it is entitled to a setoff for billing from both before **and** after service of the garnishment summons. That position is particularly egregious and would reward Bryan Cave for violating the

garnishment statutes and Georgia ethics rules.

i. Bryan Cave does not have a valid security interest in the funds.

Bryan Cave claims it has a security interest in the funds at issue. This position lacks support. First, Bryan Cave cites no Georgia law supporting its argument. Instead, it cites a St. Mary's law review article. *See* Appellant Br. at 21. But the article cited does not even mention Georgia. That is likely because Georgia does not recognize a security retainer. *See, e.g., In re Patterson*, 2008 WL 7842101, at *2 (N.D. Ga. Jan. 15, 2008). ("Georgia law does not recognize a security retainer."). The *Patterson* Court concluded that retainers, like the one described in Bryan Cave's engagement agreement, are property of a client bankruptcy estate and the attorney does not have an interest superior to that of the bankruptcy estate. That court referenced Georgia Formal Advisory Opinion No. 91-2 in support of its reasoning:

> The more usual type of retainer, such as the type paid in this case, represents advance fee payments that must be placed in the trust account, to be withdrawn only when earned. Prepaid fees do not constitute a security retainer, especially when not clearly and unambiguously identified as such to the client and the court.

Id. at *1-2. And, even more notably, Bryan Cave is simply attempting to create a garnishment exemption that does not exist. It asks this Court to create a public policy exemption to garnishment law by recognizing a new security interest that permits Bryan Cave to avoid paying Gebo Law by seizing the money itself. Georgia courts cannot create such common law exemptions to the garnishment statutes. *See, e.g.*, *Smith*, 355 Ga. App. at 159-161. Bryan Cave has no security interest in these funds.

ii. Bryan Cave is not entitled to a setoff.

In a last-ditch attempt to seize its own client's funds and prevent Gebo Law from its valid garnishment, Bryan Cave claims it is entitled to a setoff for fees it allegedly incurred both before and after it was served with the garnishment. While Gebo Law, as the owner of a judgment for unpaid legal fees, is certainly sympathetic to the need of lawyers to be paid for their work, there is no basis in Georgia law to support Bryan Cave's position.

And it is particularly egregious that Bryan Cave claims it should get a setoff for billing done after service of the garnishment summons. Bryan Cave apparently seeks a setoff for work it allegedly performed for

more than one year **after** it received the garnishment action. Appellant Br. at 7-8. This argument is frivolous as O.C.G.A. § 18-4-4 provides: "All money or other property of the defendant in the possession or control of the garnishee **at the time of service of the summons of garnishment** upon the garnishee or coming into the possession or control of the garnishee throughout the garnishment period **shall be subject to the process of garnishment**…" (emphasis added). That is, the garnishee cannot just spend the money during the garnishment period and then claim it is entitled to a setoff for the funds it spent.

And, aside from that, Georgia Rule of Professional Conduct 1.15(I)(d) states:

> When in the course of representation a lawyer is in possession of funds or other property in which both the lawyer and a client or a third person claim interest, the property shall be kept separate by the lawyer until there is an accounting and severance of their interests. If a dispute arises concerning their respective interests, the portion in dispute shall be kept separate by the lawyer until the dispute is resolved.

In other words, once served with the garnishment, Bryan Cave knew or should have known it was in possession of funds in disputed ownership. At that point, the rules of professional conduct required Bryan Cave to

segregate the disputed funds and keep them segregated until the dispute was resolved. Bryan Cave did the opposite. It continued billing against the funds. Now Bryan Cave asks this Court to ratify its violation of the rules and reduce its obligation. This Court should not do so.

III. CONCLUSION

This Court should affirm the trial court's finding that client funds in a trust account are subject to garnishment. Georgia precedent allows garnishment of debtor funds held by attorneys and trust accounts without exemption or exception. Georgia law and Bryan Cave's own engagement agreement support that all funds at issue were client property at the time of garnishment. And Bryan Cave does not have a security interest in the funds and is not entitled to a setoff. This Court should find the entire $175,265 subject to garnishment.

This submission does not exceed the word count limit imposed by Rule 24.

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CERTIFICATE OF SERVICE

This is to certify that I have this day served Appellant Bryan Cave in the foregoing matter with a copy of this pleading by sending a PDF copy via electronic mail to the addresses listed below. I certify that there is a prior agreement with Bryan Cave to allow documents in a PDF format sent via email to suffice for service.

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Dated this 21st day of May, 2024.

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