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In the
Supreme Court of Georgia

No. S26Y0645

In the Matter of Hakeem Bertrand Brock

Decided: October 14, 2026

Per Curiam.

This disciplinary matter is before the Court on the report and recommendation of the State Disciplinary Review Board ("Review Board") that Hakeem Bertrand Brock (State Bar No. 705137) be disbarred for the mishandling of his trust account and conduct in five client matters, resulting in violations of Rules 1.1; 1.2(a); 1.3; 1.4; 1.5(a) and (c); 1.15(I)(a), (b), (c), and (d); 1.15(II)(a) and (b); 1.15(III)(b); 5.3; 8.4(a)(4); and 9.3 of the Georgia Rules of Professional Conduct ("GRPC" or "Rules").¹ Upon careful review, we agree with the recommendation to disbar Brock, and conclude that, if Brock seeks readmission, he must provide restitution to all affected clients and provide proof of restitution to this Court and the State Bar.

1. *Procedural History*

The State Bar filed two formal complaints in this matter

¹ This is the second time in seven years that Brock has been disciplined for misconduct. In 2019, this Court previously disciplined Brock for misconduct related to his handling of his firm's trust account and his failure to properly supervise a nonlawyer employee. See *In the Matter of Brock*, 306 Ga. 388 (2019) (accepting petition for voluntary discipline and imposing a Review Board reprimand).

charging Brock with violating the Rules referenced above. Together, the complaints comprise seven separate disciplinary matters: State Disciplinary Board Docket (“SDBD”) Numbers 7531, 7718, and 7720–24. In response, Brock filed before the Special Master a petition for voluntary discipline, in which he admitted to violating some of the Rules with which he was charged and requested a six- to 12-month suspension. The State Bar requested that the Special Master reject the petition. Brock then submitted a second petition for voluntary discipline (the “second petition”), in which he unconditionally admitted to violating additional Rules that were charged and requested a one-year suspension. The State Bar agreed to the second petition. The Special Master, however, rejected the second petition because it proposed insufficient discipline, set the matter for a hearing, and found that Brock’s admissions established by clear and convincing evidence that, “at minimum,” Brock violated all of the rules he admitted violating in the second petition. Following the evidentiary hearing, the Special Master issued her report and recommendation, finding that Brock had violated the Rules charged in the complaints.

2. Special Master’s Report and Recommendation

(a) Allegations and the Special Masters Findings

(i) SDBD Nos. 7531 & 7718

These two matters concern Brock’s mishandling of his trust accounts. Regarding SDBD No. 7531, the State Bar alleged that it received notice that two checks from an “Interest on Lawyers’ Trust Account” (“IOLTA”) belonging to Brock had been returned for insufficient funds. In SDBD No. 7718, the Bar alleged that it received another notice that two checks from a different IOLTA belonging to Brock had been returned for insufficient funds; that

the checks did not designate that the funds were withdrawn from an attorney trust account; and that Brock was using new recoveries to pay off shortfalls in the IOLTA from prior recoveries.

The Special Master found the following. Despite having promised this Court during his first disciplinary matter in 2019 that he had “straightened out” his trust accounting practices, Brock failed to do so. At the evidentiary hearing, Brock readily admitted the following: he treated his IOLTA as if it were a checking account; he deposited and kept personal funds in his IOLTA and was unsure how much of the funds belonged to clients and third parties; he was aware that commingling client funds with his own was “unethical” but continued to do so; he did not start keeping trust account ledgers until “maybe a year after” opening the IOLTA at issue in SDBD No. 7718; and the checks at issue did not indicate that they were from an IOLTA as required by the Rules. Brock’s use of other clients’ funds to make up for shortfalls caused by his own misappropriation of client funds was “obvious.” Brock’s suggestion that hiring attorney Michael Powell to help manage Brock’s firm’s finances brought him into compliance with the trust accounting rules was not credible, because Powell testified at the evidentiary hearing that he was unaware of several of those Rules.² As for the specific dishonored checks at issue, Brock’s attempt to blame his bouncing checks on fraudulent activity — like he did in his previous disciplinary matter — was not credible.

Based on this evidence and Brock’s second petition, the

² The State Bar filed a formal complaint against Powell regarding the same matters and charging many of the same Rule violations. Powell submitted a petition for voluntary discipline requesting a public reprimand, which this Court rejected. See *In the Matter of Powell*, S25Y1162 (Aug. 26, 2025).

Special Master concluded that Brock violated Rules 1.15(I)(a)³ by failing to hold third party funds separate from his own and 1.15(II)(b)⁴ by depositing personal funds into the firm's trust account, failing to keep and preserve complete IOLTA records and client ledgers, and improperly and prematurely withdrawing funds from his trust accounts and applying those funds to personal or firm operational use. The Special Master also found that Brock violated Rules 1.15(III)(b),⁵ because the checks drawn from his trust account did not designate that they were drawn from an IOLTA and 8.4(a)(4)⁶ by repeatedly using funds belonging to one client to pay another client's obligations.⁷

³ Rule 1.15(I)(a) provides, in relevant part, that "[a] lawyer shall hold funds or other property of clients or third persons that are in a lawyer's possession in connection with a representation separate from the lawyer's own funds or other property.... Complete records of such account funds and other property shall be kept by the lawyer."

⁴ Rule 1.15(II)(b) provides, in relevant part, that "[n]o personal funds shall ever be deposited in a lawyer's trust account" and "[n]o funds shall be withdrawn from such trust accounts for the personal use of the lawyer maintaining the account except earned lawyer's fees debited against the account of a specific client and recorded as such."

⁵ Rule 1.15(III)(b) provides, in relevant part, that "[a] lawyer shall designate all trust accounts, whether general or specific, as well as all deposit slips and checks drawn thereon, as an 'Attorney Trust Account,' 'Attorney Escrow Account' 'IOLTA Account' or 'Attorney Fiduciary Account.'"

⁶ Rule 8.4(a)(4) provides, in relevant part, that it shall be a violation of the GRPC for a lawyer to "engage in professional conduct involving dishonesty, fraud, deceit, or misrepresentation."

⁷ The Special Master also concluded that Brock violated Rule 1.15(II)(a) by failing to administer client funds from his IOLTA. However, because the State Bar charged Brock with violating this Rule only in SDBD No. 7720, we only address the Rule 1.15(II)(a) violation in connection with that matter.

(ii) *SDBD No. 7720*

The State Bar alleged that Brock represented the client's deceased child in a wrongful death case and received a settlement in the amount of \$100,000. In March 2021, the client signed a release in connection with the settlement, after which Brock stopped communicating with the client. Brock failed to set up an estate for the deceased child and failed to pay the medical bills owed by the estate, as the client expected him to do. The client reached out to Brock's now former paralegal, who informed her that Brock's trust account had a negative balance and that the settlement proceeds were gone. Brock's bank records showed that in January 2022, the amount in his IOLTA was less than \$9,000 and that in April 2022, a cashier's check in the amount of \$60,000 payable to the client was obtained but was not given to the client.

The Special Master recounted that at the evidentiary hearing, the client testified that she was informed of the \$100,000 settlement by Brock's office and was told that she "should be getting [a] check in the mail soon." However, the client did not receive a check and despite "waiting and waiting" and "calling and calling," the client did not receive any updates on the status of the settlement funds and never received a settlement statement. The client also testified that she was told that the estate's hospital bills "would be taken care of" but they were not and that she "felt like [she] was taken advantage of because [her] son died, and [she] wasn't in [her] right [mind]" while grieving. Further, both the client and Brock's former paralegal testified that the client never authorized Brock to collect \$40,000 as his fee.

As to the ultimate disposition of the \$100,000 recovery, Brock received the \$100,000 payment in February 2021, deposited the funds into an IOLTA account, and withdrew the entirety of those funds later that year. The Special Master's review of

Brock's bank records showed that his IOLTA account did not contain the client's funds. Thus, Brock's failure to provide the client with the settlement funds was due to Brock having converted the client's recovery to his own use and his reluctance or inability to pay it back. Although the client testified that Brock and Powell attempted to give her \$60,000 after she filed her grievance, she did not believe that it was acceptable for Brock to retain \$40,000, as he had originally converted her money to his own use, and she disagreed with the way her case was handled. Accordingly, the Special Master found that given Brock's conduct in this matter, his claim to a \$40,000 share of the recovery was "specious."

Citing Brock's second petition, the Special Master found that Brock unconditionally admitted that he violated Rules 1.3⁸ by failing to act with reasonable diligence around the estate-formation process; 1.5(c)⁹ by failing to prepare a settlement statement; 1.15(I)(a) by failing to hold the client's settlement funds in the trust account, failing to maintain proper IOLTA records, and failing to maintain client ledgers; and 1.15(II)(b) by depositing personal funds to cover a trust shortfall and by improperly and prematurely withdrawing the settlement funds for personal or firm operational use. Additionally, the Special Master concluded that Brock violated Rules 1.4¹⁰ by failing to communicate truthfully and completely with the client about the status of her case

⁸ Rule 1.3 provides, in relevant part, that "[a] lawyer shall act with reasonable diligence and promptness in representing a client."

⁹ Rule 1.5(c) provides, in relevant part, that "[a] contingent fee agreement shall be in writing and shall state the method by which the fee is to be determined" and requires that "[u]pon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating ... the outcome of the matter."

¹⁰ Rule 1.4 provides, in relevant part, that "[a] lawyer shall: (1)

and her recovery; 1.5(a)¹¹ because his \$40,000 fee was unreasonable under the circumstances; 1.15(I)(b)¹² because he disregarded apparent interests of third parties in the client's recovery; 1.15(I)(c)¹³ because he failed to notify, deliver, and account for the funds owed; 1.15(I)(d)¹⁴ because he admittedly failed to keep the amount of funds in dispute separate until a resolution could be reached; 1.15(II)(a)¹⁵ because he did not administer the client's funds from his IOLTA account; and 8.4(a)(4) by converting the client's funds to his own use.

promptly inform the client of any decision or circumstance with respect to which the client's informed consent ... is required; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; [and] (4) promptly comply with reasonable requests for information."

¹¹ Rule 1.5(a) provides, in relevant part, that "[a] lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses."

¹² Rule 1.15(I)(b) provides, in relevant part, that "a lawyer may not disregard a third person's interest in funds or other property in the lawyer's possession."

¹³ Rule 1.15(I)(c) provides, in relevant part, that "[u]pon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person" and "shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive."

¹⁴ Rule 1.15(I)(d) provides, in relevant part, that "[w]hen 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."

¹⁵ Rule 1.15(II)(a) provides, in relevant part, that "[a]ll funds held by a lawyer for, or related to the representation of, a client ... shall be deposited in and administered from a trust account."

(iii) *SDBD No. 7721*

The State Bar alleged that Brock represented the client in a personal injury matter after she was involved in a car accident and, although he filed suit in the case, he failed to take any steps in the case, causing the case to be dismissed for want of prosecution. Rather than telling the client that her case had been dismissed, Brock told her that he had recovered \$15,000 and that she would receive \$6,000. Later, Brock gave the client an undated settlement statement providing that Brock would take a reduced fee of \$3,000 and use the remaining \$6,000 to pay the client's medical providers. Brock provided the client with a cashier's check payable from his IOLTA.

The Special Master found that Brock admitted in his second petition that he provided the client with a settlement statement that was a "misleading document" that "likely gave [her] the impression that her payment was from an insurance settlement" when that was not true. Brock had created this document to cover up the fact that he had allowed the client's matter to be dismissed in an attempt to deceive the client, the State Bar, and the State Disciplinary Board. Although Brock argued at the evidentiary hearing that the client knew that he had "botched" her case and was willing to accept \$6,000, this argument was not credible because Brock presented the settlement document to make it appear as if the case had been settled with the insurance company and Brock did not raise this argument until the hearing. Further, Brock did not pay the client's medical providers until after the client filed a grievance against him.

The Special Master also found that based on his second petition, Brock admitted that he violated Rule 1.3 by failing to timely pay the client's medical providers. Brock also admitted that he violated Rules 1.4 and 8.4(a)(4) by "transmitting what

may objectively be considered misleading information about the nature of the settlement.” The Special Master further found that the record showed that Brock’s actual violations in this matter were much more serious and that he violated Rules 1.2(a)¹⁶ by failing to abide by the client’s objectives of obtaining a settlement by pursuing her case; 1.5(c) because his settlement statement did not truthfully state the outcome of the matter; 1.15(I)(a) and 1.15(II)(b) by using funds from his IOLTA that did not belong to the specific client to pay her and her providers; 8.4(a)(4) because the settlement statement providing that the insurer had paid the client’s claim was dishonest; and 9.3¹⁷ because Brock presented the fabricated statement to disciplinary authorities in response to the investigation as if it was genuine.¹⁸

(iv) *SDBD No. 7722*

The State Bar alleged that Brock, along with Powell, represented the client in a motor-vehicle personal injury suit. In 2019, Brock filed suit on her behalf, and the trial court directed

¹⁶ Rule 1.2(a) provides, in relevant part, that “a lawyer shall abide by a client’s decisions concerning the scope and objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued.”

¹⁷ Rule 9.3 provides that “[d]uring the investigation of a matter pursuant to these Rules, the lawyer complained against shall respond to disciplinary authorities in accordance with State Bar Rules.”

¹⁸ The Special Master explained that the conduct supporting the Rule 9.3 violation also supported a Rule 8.1(a) violation but acknowledged that Brock was not charged with violating this Rule in the formal complaint. See Rule 8.1(a) (prohibiting a lawyer, in connection with a disciplinary matter, from “knowingly making a false statement of material fact”). To the extent that the Special Master’s report can be read to find a Rule 8.1(a) violation, we clarify that we have considered no such violation because it was not charged in the formal complaint.

the parties to participate in mediation. Brock failed to notify the client of the mediation date, and neither Brock nor the client appeared. Subsequently, the trial court ordered Brock and Powell to submit the client's portion of a pretrial order, which they failed to do. The judge then directed Brock and the client to appear at a pretrial conference. Once again, Brock failed to notify the client that she needed to appear, and neither she nor Brock appeared. The case was then dismissed for want of prosecution. Neither Brock nor Powell communicated with the client about the status of her case despite repeated requests for information. Brock's former paralegal informed the client that Brock abandoned her case, and the client contacted his office and spoke to another one of his nonlawyer employees who advised her that the matter had not been dismissed. The client later requested her client file from Brock, but, according to Brock, his former paralegal took the files of several of his clients when she left his employ.

The Special Master found that the client was not aware of what was going on in her case even after it had been dismissed because Brock instructed his employees to tell the client that the case was "in litigation even though it had been dismissed." Brock admitted in the second petition that the client's "injury action was dismissed without prejudice due to calendaring errors, which caused a failure to meet certain litigation deadlines" due to his lack of "competence" to handle her case.

The Special Master also found that Brock admitted to violating Rule 1.1¹⁹ by failing to maintain his duty of competence to the client. The Special Master also determined that the record showed that Brock violated Rules 1.2(a) by failing to abide by the

¹⁹ Rule 1.1 provides, in relevant part, that "[a] lawyer shall provide competent representation to a client."

objectives of his representation; 1.3 by failing to diligently pursue the client's matter which resulted in the dismissal of the case; 1.4(a) by failing to notify the client of important deadlines; and 5.3(c)²⁰ by failing to manage his staff's communications with the client.

(v) *SDBD No. 7723*

The State Bar alleged that the client hired Brock and Powell to represent her in three different cases. Brock did not communicate with the client about her cases and failed to respond to discovery requests in one case, resulting in the case being dismissed. Brock then failed to refile the case within the renewal period, and the case was barred by the statute of limitations. When the client learned that her claim was time-barred due to Brock's actions, the client filed a grievance against Brock, to which Brock responded that he deliberately allowed the case to be dismissed with the client's permission because it had "significant causation issues." On the second case, Brock informed the client that he had settled the case for \$6,666.66 and purportedly presented her with a "Hold Harmless Agreement" that he claimed was prepared by an insurance company. But the insurer did not actually provide Brock with this agreement, and Brock never provided the client with a settlement statement and failed to pay any of her medical providers. At the time she filed her grievance, the client had not received any funds from her alleged \$6,666.66 settlement. In response to the grievance, Brock blamed the delay in

²⁰ Rule 5.3(c) provides, in relevant part, that "a lawyer shall be responsible for conduct of [a nonlawyer under his employment] that would be a violation of the [GRPC] if engaged in by a lawyer."

disbursing the settlement funds on his former paralegal's "mismanagement of the client file." Following the grievance, Brock withdrew \$8,368 from his IOLTA, obtained two cashier's checks payable to the client in the amounts of \$3,418 and \$4,950, but delivered only the \$3,418 check to the client. Additionally, Brock did not promptly satisfy a lien against the client for her medical bills and, as a result, her Social Security benefits were garnished. On the third case, Brock filed the suit but took little action to prosecute the case. The client then terminated Brock's representation and hired new counsel.

The Special Master found that Brock mismanaged the client's cases and some of her claims were extinguished because Brock did not timely pursue certain filings. Despite his claims that one of the client's cases had been dismissed because of causation issues, Brock admitted at the evidentiary hearing that the case had been dismissed because of his failure to meet discovery requirements and to file a renewal action.

The hold-harmless agreement was a deliberately misleading document, and particularly troublesome, because the client testified that she had never actually seen or signed the document and Brock had apparently forged the client's signature. Brock's reason for creating the bogus agreement and signing the client's name on it — because the insurer directed him to do so — was not credible. Additionally, although Brock delivered one of the cashier's checks, the remainder of the settlement funds were unaccounted for.

Regarding the Social Security garnishment, although Brock blamed his failure to protect the client from garnishment on account of Medicare not sending him a lien and his own inability to navigate the federal government's portal, Brock testified

that he was familiar with the portal used to access claim information and admitted that it was his duty to determine for which charges Medicare was seeking reimbursement.

Based on these findings, Brock violated Rules 1.3 by failing to act with reasonable diligence in disbursing settlement funds and 1.5(c) by failing to prepare a proper settlement statement. Brock also violated Rules 1.2(a) by failing to abide by the client's objectives of representation; 1.4 by failing to communicate truthfully and completely with the client about the status of her matters; 1.15(I)(a) by converting the client's settlement funds to his own use; 1.15(I)(b) by disregarding known obligations regarding the settlement funds; 1.15(I)(c) by failing to promptly deliver the recovery funds to the client's medical providers; 8.4(a)(4) by falsely telling the client that one of her cases had been dismissed due to causation problems when it was Brock's negligence that caused it to be dismissed; and 9.3 by presenting a fabricated document to the disciplinary authorities in violation of the GRPC.²¹

(vi) *SDBD No. 7724*

The State Bar alleged that the client hired Brock to handle a premises liability matter after she slipped and broke her leg. Brock failed to communicate with the client regarding the status of her matter or prepare her for her deposition. The defendants filed a motion for summary judgment alleging that there was no premises liability because the client had slipped on rainwater, and Brock failed to timely respond to the motion. Brock eventually submitted untimely affidavits from other witnesses who stated that the client had not slipped on rainwater. Subsequently,

²¹ Again, the Special Master noted that this conduct also supported a Rule 8.1(a) violation, but that this Rule was not charged in the formal complaint, so we do not address it here.

Brock's former paralegal contacted the client to give her an honest status update in her matter and told her that Brock had failed to timely respond to the motion. The client hired new counsel and contacted Brock to discuss his failure to timely respond to the motion for summary judgment, and Brock told her that the case was fine. However, the trial court subsequently granted the motion for summary judgment, noting that it was not considering the untimely affidavits.

The Special Master found that Brock admitted in his second petition that he failed to timely respond to the defendants' summary judgment motion, which demonstrated a lack of capacity and a disregard of the client's case to her detriment. Brock admitted at the evidentiary hearing that had he timely responded with evidentiary support, the defendants' motion for summary judgment likely would have been denied.

Brock's conduct amounted to violations of Rules 1.1 by failing to provide competent representation and 1.3 by failing to diligently respond to the opposing party's motion for summary judgment, which led to the client's matter being dismissed. The record also showed that Brock violated Rules 1.2(a) by failing to abide by the client's objectives of the representation and 1.4 by failing to communicate with the client completely and truthfully.

(b) *ABA Standards*

After discussing her findings of fact and conclusions of law as to the Rules violated, the Special Master applied the framework set out in the *ABA Standards for Imposing Lawyer Sanctions* (1992) ("ABA Standards").²² The Special Master determined

²² See ABA Standard 3.0 (when imposing a sanction, "a court should

that Brock violated his duty of competence owed to his clients; that his actions and repeated Rule violations were knowing and intentional; and that his conduct harmed the reputation of the profession and his clients were injured by his creation of false settlement documents, the conversion of client funds to his own use, and his failure to pursue their claims.

The Special Master determined that several aggravating factors were applicable: prior disciplinary history; a dishonest or selfish motive, as Brock “persistently resorted to dishonesty in order to selfishly conceal his misconduct”; a pattern of misconduct; multiple offenses; bad faith obstruction of the disciplinary proceedings, as his “overall approach to this disciplinary matter has been an attempt, in bad faith, to obstruct the finding of the truth”; refusal to acknowledge the wrongful nature of his conduct, as he continued to “obfuscate the truth or blame others”; the vulnerability of his victims; substantial experience in the practice of law; and indifference to making restitution “except strictly according to his own terms.” See ABA Standard 9.22(a), (b), (c), (d), (e), (g), (h), (i), and (j).²³

Regarding mitigating circumstances, the Special Master acknowledged Brock’s claims that, during the period of misconduct, he was caring for his son, who has autism, and had to close

consider the following factors: (a) the duty violated; (b) the lawyer’s mental state; (c) the potential or actual injury caused by the lawyer’s misconduct; and (d) the existence of aggravating or mitigating factors”).

²³ The Special Master also determined that the submission of false evidence during the disciplinary process was applicable as an aggravating factor. See ABA Standard 9.22(f). However, this same conduct was also used to support the Rule 9.3 violation, and “this Court generally declines to rely on conduct in aggravation of discipline when the same specific conduct is also charged as a violation of the GRPC.” See *In the Matter of Hood*, 320 Ga. 440, 445 n.15 (2024).

an unrelated business due to financial difficulties caused by the Covid-19 pandemic. The Special Master explained that such circumstances “might have provided some mitigating context for a few isolated violations” but “less so for the tidal wave of ethical misconduct in [these] cases.” Further, the Special Master explained that several mitigating factors did not apply, as Brock did not make a timely good-faith effort to make restitution and his display of remorse was undermined by his failure to accept responsibility for so many of his violations. See ABA Standard 9.32(d) and (l).

(c) *Recommended Discipline*

The Special Master then concluded that disbarment was the appropriate penalty for Brock’s Rule violations. Further, the Special Master recommended that the Court require Brock to pay restitution to his clients as a condition for reinstatement.

3. *Review Board’s Report and Recommendation*

Brock filed exceptions to the Special Master’s report and recommendation. The Review Board adopted the Special Master’s findings of fact, conclusions of law as to the Rules violated, determinations regarding the ABA standards, and recommendation of disbarment. But the Review Board made no recommendations as to restitution.

4. *Brock’s Exceptions*

Brock filed exceptions in this Court to the Review Board’s report and recommendation. In his exceptions, Brock contends that the Special Master adopted the State Bar’s proposed report and recommendation without conducting her own independent analysis; that the Special Master made several erroneous find-

ings of fact, conclusions of law as to the Rules violated, and determinations regarding the ABA Standards; and that Brock's requested one-year suspension is a more appropriate sanction than disbarment. The State Bar challenges these contentions.

5. *Analysis*

(a) *The Special Master's Report*

We first address Brock's contention that the Special Master erred by adopting the State Bar's proposed report and recommendation. The record shows that following the evidentiary hearing, the Special Master asked both Brock and the State Bar to submit proposed reports for her review and consideration, which is common practice in disciplinary matters.²⁴ According to Brock, the Special Master adopted the State Bar's report without conducting a meaningful review or any independent analysis. But he provides no evidence for his assertion that the Special Master did not conduct her own analysis before issuing the report. Further, while it is not clear from the record the extent to which the Special Master relied upon or adopted the State Bar's report, we are not aware of any legal principle prohibiting this practice, and Brock has cited none. Accordingly, we reject this contention of error as meritless.

(b) *The Special Master's Factual Findings and Legal Conclusions*

Brock next argues that several of the Special Master's factual findings and conclusions of law regarding the Rules violated are erroneous. Specifically, Brock argues that the Special Master erred by failing to take into consideration several explanations for

²⁴ The submitted proposed reports were not included in the record.

his conduct that rebut many of his alleged Rule violations, including that the overdrafts in the trust accounting matters were due to fraudulent activity and a bank error and that he never converted client funds to his own use; that his former paralegal sabotaged his firm by removing several client files, diverting settlement checks, and orchestrating the submission of the client grievances; and that he attempted to give the client in SDBD No. 7720 her settlement check, but neither the client nor her new attorney would communicate with him. The record shows that the Special Master considered Brock's proffered explanations. The Special Master was authorized to reject Brock's attempt to blame third parties for his misconduct upon finding that Brock's testimony was not credible and, in any case, did not erase the fact that the overwhelming evidence, including Brock's own admissions, showed that he committed several serious ethical violations against his clients. See *In the Matter of Tuggle*, 317 Ga. 255, 258 (2023) (because "the special master is in the best position to determine the witnesses' credibility," this Court "generally defers to the factual findings and credibility determinations made by the special master unless those findings or determinations are clearly erroneous" (cleaned up)).

Brock also argues that the State Bar failed to prove several Rule violations. "[W]e review de novo the conclusions of law reached below on what rules were violated." *Id.* Upon our review, we question whether the evidence supports Brock's violation of Rule 9.3 in SDBD No. 7723. Although there is no dispute that the hold-harmless agreement was fabricated, the evidence does not show that it was created during the course of the investigation such that it amounted to a Rule 9.3 violation.

We also question whether Brock violated Rule 1.4 in SDBD

No. 7724. Although the State Bar alleged that Brock failed to communicate with the client in this matter, it did not produce evidence at the hearing to show Brock's lack of communication, nor did Brock admit in his second petition that he failed to communicate with this client.

It is also unclear that the evidence supports the Special Master's conclusion that Brock violated Rule 1.5(a) in SDBD No. 7720 because his claim that he was entitled to \$40,000 of the \$100,000 settlement as his fees for the case was "unreasonable under the circumstances." Although the Special Master rightly concluded that Brock's handling of the client's case violated other Rules, including by initially converting the entire recovery for his own use (Rule 8.4(a)(4)) and by not providing the client a written settlement statement (Rule 1.5(c)(2)), there is no dispute that Brock later attempted to give the client \$60,000, albeit after the client filed a grievance against him. The Special Master relied on the fact that the client never agreed to a \$40,000 amount as a reasonable fee arrangement. But the client testified that she rejected the \$60,000 because Brock initially converted all of the funds for his own use. The record is silent as to what amount or percentage, if any, the client had agreed to regarding a fee arrangement. The lack of a written fee arrangement does constitute a violation of Rule 1.5(c). But the lack of evidence as to any fee agreement does not establish that the \$40,000 that Brock claimed he was entitled to retain was unreasonable such that it would constitute a violation of Rule 1.5(a), as the Special Master concluded.

Despite our doubts as to these three charges, it is clear from the record that Brock committed every other Rule violation for which he was formally charged and that supported the recom-

mended sanction of disbarment, so we need not address the merits of these three charged violations. See *In the Matter of Dalziel*, 322 Ga. 212, 217 (2026) (pretermittting consideration of whether attorney violated Rule 3.1 “because it would not change the appropriate discipline”).

Brock also argues that many of the Rule violations are unfairly duplicative because they are based upon the same conduct, that the State Bar conceded that several of the Rule violations it had alleged in the formal complaints were inapplicable by agreeing to the second petition, and that he cannot be determined to have violated the Rules charged in SDBD Nos. 7722 and 7724 because the clients in these matters did not testify. But this claim fails because every Rule in the GRPC outlines different, specific prohibited actions and the Special Master adequately explained how Brock’s conduct violated each individual Rule. Further, there is no indication from the record that by agreeing to the second petition, in which Brock admitted only some Rule violations, the State Bar in any way conceded that the other Rules charged in the formal complaints were inapplicable. Finally, we have never required the State Bar to introduce client testimony in order to establish that an attorney has violated the GRPC, and the Special Master was authorized to conclude that Brock violated the Rules charged in these matters based on his own admissions in his second petition, his testimony, and the testimony of his former paralegal. Accordingly, this contention lacks merit.

(c) *The Special Master’s Determinations of the ABA Standards*

Brock also takes issue with the Special Master’s determinations regarding the aggravating and mitigating factors. We have explained that “whether the facts constitute an aggravating

or mitigating factor is a matter we consider de novo.” *In the Matter of Melnick*, 319 Ga. 730, 738 (2024). And, upon our review, we reject Brock’s argument that the Special Master erred in her determinations as to these factors. Regarding aggravating factors, Brock contends that the Special Master erred in considering his failure to take responsibility for his misconduct as an aggravating factor, relying on this Court’s explanation in *In the Matter of Taylor* that “refusing to admit guilt from the outset generally means the mitigating effect of showing remorse — one factor among many — is absent, not that the aggravating effect of refusing to acknowledge [the] wrongful nature of [one’s] conduct is present.” 323 Ga. 214, 236 (2025) (punctuation omitted). But even if the Special Master erred in this respect, the Special Master found many other aggravating factors that Brock does not challenge and which are supported by the record, including his prior disciplinary history, the multiple Rules violations, his dishonest or selfish motive in violating the Rules, the vulnerability of his victims, and his indifference to making restitution “except strictly according to his own terms.”

As for mitigation, Brock argues that the Special Master failed to consider that he faced significant stressors during the operative period, including the financial and legal burdens of closing a business heavily affected by the Covid-19 pandemic; that he took on full-time legal practice responsibilities while dealing with the sudden departure of his staff and clients; and that he provided intensive caregiving for his son. But we agree with the Special Master that such circumstances fail to justify Brock’s systemic misconduct in these matters.

(d) *The Appropriate Discipline*

Finally, Brock argues that the Special Master’s recommendation of disbarment is too severe and asks this Court to impose

a punishment more in line with the one-year suspension as requested in his second petition. We disagree. Brock admitted in his second petition that he violated Rules 1.1, 1.3, 1.4, 1.5(c), 1.15(I)(a), 1.15(II)(b), and 8.4(a)(4) in connection with his mismanagement of two IOLTAs and conduct in five client matters. These Rule violations alone are sufficient to warrant disbarment. See, e.g., *In the Matter of Crowther*, 318 Ga. 277 (2024) (attorney disbarred for violations of Rules 1.3, 1.4, 1.5, 1.8(e), 1.15(I), 1.15(II), and 8.4(a)(4) in connection with two separate cases); *In the Matter of Lemoine*, 322 Ga. 463 (2025) (attorney disbarred for violations of Rules 1.2(a), 1.3, 1.4, 1.15(I)(a), 1.15(I)(c), 1.15(II)(c), 1.15(III), and 8.4(a)(4) in connection with two disciplinary matters even where attorney had no prior disciplinary history); *In the Matter of Harris*, 301 Ga. 378, 379 (2017) (attorney disbarred for violations of Rules 1.15(I) and 1.15(II) by “misappropriat[ing] trust funds and commingl[ing] those funds with his own,” even though attorney deposited personal funds to cure deficiencies in his trust account).

Further, given the number of Brock’s Rule violations, their severity, his repeated dishonesty, and the several applicable aggravating factors — including prior discipline for failure to abide by the GRPC’s trust accounting rules — disbarment is the appropriate sanction. We further agree with the Special Master that, should Brock ever seek readmission, he must first make full restitution to all affected clients and proof of restitution must be offered to this Court and the State Bar.

Accordingly, it is hereby ordered that the name of Hakeem Bertrand Brock be removed from the roll of persons authorized to practice law in the State of Georgia. Brock is reminded of his duties under Bar Rule 4-219(b).

Disbarred. All the Justices concur.