

**OFFICE OF
LAWYERS PROFESSIONAL RESPONSIBILITY**

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NEWS RELEASE

For immediate release
December 8, 2025

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DISCIPLINE OF ATTORNEY SOUGHT

ST. PAUL -- A petition for disciplinary action seeking appropriate discipline of Minneapolis attorney Travis C. Thompson was filed in the Minnesota Supreme Court by Susan M. Humiston, Director of the Office of Lawyers Professional Responsibility. The petition was filed upon authorization of a Lawyers Professional Responsibility Board Panel Chair pursuant to Rule 10(d), Rules on Lawyers Professional Responsibility. A copy of the petition is attached.

Thompson has 20 days to answer the allegations. The Minnesota Supreme Court will make the final decision on the appropriate discipline to be imposed, if any. Final action can include dismissal of the petition or discipline ranging from reprimand to disbarment.

- END -

FILE NO.

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against TRAVIS C. THOMPSON,
a Minnesota Attorney,
Registration No. 0387281.

**PETITION FOR
DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

Upon the approval of a Lawyers Professional Responsibility Board Panel Chair, the Director of the Office of Lawyers Professional Responsibility (Director) files this petition pursuant to Rules 10(d) and (e) and 12(a), Rules on Lawyers Professional Responsibility (RLPR). The Director alleges:

The above-named attorney (respondent) was admitted to practice law in Minnesota on February 12, 2007. Respondent currently practices law in Minneapolis, Minnesota.

Respondent has committed the following unprofessional conduct warranting public discipline:

DISCIPLINARY HISTORY

Respondent's history of prior discipline, including admonitions, is as follows:

- A. On June 29, 2023, respondent received an admonition for violating Rule 5.5(a) and (b)(2), Minnesota Rules of Professional Conduct (MRPC), by holding himself out as an attorney and practicing law while not authorized to practice law.
- B. On November 8, 2018, respondent received a reprimand and probation for violating Rules 1.1, 1.3, 1.4(a)(3), 1.4(a)(4), 1.4(b), 3.2, 3.4(c), and 8.4(d), MRPC, for failing to appear at a court hearing, which resulted in the

dismissal of the client's case, and for failing to adequately communicate with a client.

- C. On May 4, 2016, respondent received an extension of his private probation for violating Rules 1.5(a), 1.15(c)(3), (c)(4), and (h), 1.16(d), 8.1(b), and 8.4(d) MRPC, and Rule 25, RLPR, for charging an unreasonable fee, for failing to maintain records of all funds and property belonging to a client, failing to provide an accounting of client funds held in trust, failing to promptly return property to a client, failing to maintain required trust account books and records, and failure to cooperate.
- D. On January 15, 2015, respondent received an admonition for violating Rules 1.4(a)(3), 1.8(h)(1), and 1.15(c)(3), MRPC, by having a client sign a written fee agreement, which prospectively limited his malpractice liability, without the client being independently represented by counsel, for failing to keep his client informed over the course of representation, in particular about hearing dates and continuances thereof, and for failure to provide an accounting for client funds, reflecting disbursement of his attorney's fees.
- E. On May 21, 2014, respondent was placed on private probation for violating Rules 1.4(a)(3) and (4), 1.5(b), 1.15(a), (b)(3), (c)(3) and (c)(4), 1.16(d), and 8.1(b), MRPC, and Rule 25, RLPR, for failing to deposit retainers into an IOLTA, failing to provide clients with an accounting of client funds, failing to communicate adequately, failure to return files timely, and failure to cooperate.

FIRST COUNT

B.A-H. Matter

- 1. In May 2022, complainant B.A-H. hired respondent to represent her in a dissolution matter, which involved child custody.

2. B.A-H. paid \$3,000 as an initial retainer on an hourly fee arrangement for respondent's services. Respondent placed the retainer in his trust account.

3. Respondent withdrew fees as he earned the fees. However, respondent failed to provide B.A-H. with written notice of the time, amount, and purpose of each withdrawal, and an accounting of B.A-H.'s funds in the trust account.

4. During the course of representation, respondent had completed additional billable work totaling \$5,144.50. However, respondent failed to send an invoice to B.A-H. for any work completed at any point in the representation. B.A-H. was therefore unaware that respondent was incurring significant attorney's fees above the amount of the retainer throughout the course of the representation. This information was necessary for B.A-H. to make informed decisions about the representation, including determining whether the costs outweighed the benefits or whether she would continue to retain respondent.

5. Respondent represented B.A-H. until October 13, 2022, when she terminated his services. When respondent spoke to B.A-H. on the phone at that point, he told B.A-H. the "retainer was gone." This was the first time B.A-H. learned that respondent had earned and withdrew B.A-H.'s advanced fees from trust.

6. B.A-H. requested her billing several times after termination, with no response.

7. On November 4, 2022, B.A-H. filed a complaint with the Director's Office. Respondent submitted his first and only invoice to B.A-H. as part of his response to the complaint to the Director on November 23, 2022.

8. B.A-H. was shocked to see the amount billed was well over her initial invoice with no explanation as to the billable work being completed until termination of representation.

9. Respondent's conduct in failing to communicate the attorney's fees incurred after the retainer was exhausted to allow B.A-H. to make informed decisions about the representation violated Rule 1.4(b), MRPC.

10. Respondent's conduct in failing to provide written notice to B.A-H. of the time, amount, and purpose of the withdrawals of fees he had earned and withdrew from the trust account, and failing to provide an accounting of B.A-H.'s funds in the trust account, violated Rule 1.15(b), MRPC.

SECOND COUNT

B.H. Matter

11. In January 2022, complainant B.H. hired respondent to represent her in a dissolution matter.

12. B.H. signed respondent's hourly retainer agreement, which required a retainer deposit of \$3,000. The retainer agreement called for B.H. to be charged \$350 per hour for respondent's services.

13. B.H. paid \$3,000 as an initial retainer, which respondent deposited in his trust account.

14. The representation progressed in the normal course, with respondent completing billable work each month, including preparing for and conducting a mediation in September 2022.

15. Respondent withdrew funds from the trust account as he earned the fees. However, respondent failed to provide B.H. with written notice of the time, amount, and purpose of each withdrawal, and an accounting of B.H.'s funds in the trust account.

16. After respondent exhausted the \$3,000 retainer, respondent continued to bill B.H. for work he performed on the matter, but did not send invoices to B.H. letting B.H. know how much in attorney's fees she was incurring.

17. B.H. was therefore unaware that respondent was incurring significant attorney's fees above the amount of the retainer throughout the course of the

representation. This information was necessary for B.H. to make informed decisions about the representation, including determining whether the costs outweighed the benefits or whether she would continue to retain respondent.

18. Respondent did not send an invoice to B.H. until November 22, 2022. The November invoice billed an additional \$10,584.50.

19. The invoice charged B.H. \$375 per hour, even though the retainer called for a rate of \$350 per hour. Respondent had not communicated the change in the billing rate to B.H.

20. Respondent continued to represent B.H. until March 2023, sending invoices in February and March of 2023.

21. Respondent's conduct in failing to communicate the attorney's fees incurred after the retainer was exhausted to allow B.H. to make informed decisions about the representation violated Rule 1.4(b), MRPC.

22. Respondent's conduct in failing to communicate the change in rate of the fee from \$350 to \$375 per hour violated Rule 1.5(b), MRPC.

23. Respondent's conduct in failing to provide written notice to B.H. of the time, amount, and purpose of the withdrawals of fees he had earned and withdrew from the trust account, and failing to provide an accounting of B.H.'s funds in the trust account, violated Rule 1.15(b), MRPC.

THIRD COUNT

E.K. Matter

24. In May 2022, complainant E.K. hired respondent to represent her in a custody matter.

25. E.K. signed respondent's retainer agreement, which required a retainer deposit of \$3,000. E.K. paid the \$3,000 retainer and respondent deposited the retainer in his trust account.

26. Respondent told E.K. she would receive monthly invoices through a document sharing website. Between May 2022 and October 2022, respondent did not send any bills to E.K. through the document sharing website or otherwise.

27. As he completed work on E.K.'s file and earned fees, respondent withdrew funds from the trust account. However, respondent failed to provide E.K. with written notice of the time, amount, and purpose of each withdrawal, and provide E.K. an accounting of E.K.'s funds in the trust account.

28. In October of 2022, having not received any invoices or accountings, E.K. requested an invoice. Respondent told E.K. that he had not worked much on the case at that point, and told E.K. that he had, therefore, only used approximately half of her retainer fee.

29. In December of 2022, E.K. again asked for an invoice. Respondent said he would prepare an invoice and submit it through a file sharing website. Respondent failed to do so as promised.

30. During the course of the representation, respondent exhausted E.K.'s original \$3,000 retainer with billable work. Respondent did not inform E.K. that he had exhausted the original retainer.

31. The representation progressed in the normal course, with respondent completing billable work each month, including preparing for and conducting two mediations and, by June 2023, incurring an additional \$11,372.50 in fees. During this period, respondent failed to provide E.K. any invoices or bills showing how much in fees she was incurring over the course of a year.

32. E.K. was therefore unaware that respondent was incurring significant attorney's fees above the amount of the retainer throughout the course of the representation, even after requesting updated invoices and being told she had not yet depleted her retainer. This information was necessary for E.K. to make informed

decisions about the representation, including determining whether the costs outweighed the benefits or whether she would continue to retain respondent.

33. Respondent's representation ended in June 2023 after the court issued a custody order and, on June 28, 2023, respondent sent E.K. a bill for \$11,372.50.

34. E.K. was shocked to see that her bill was \$11,372 over the retainer, when the last time respondent and E.K. discussed the fees, E.K. was assured the retainer had not yet been depleted.

35. Respondent's conduct in failing to communicate the attorney's fees incurred after the retainer was exhausted to allow E.K. to make informed decisions about the representation violated Rule 1.4(b), MRPC.

36. Respondent's conduct in failing to provide written notice to E.K. of the time, amount, and purpose of the withdrawals of fees he had earned and withdrew from the trust account, and failing to provide an accounting of E.K.'s funds in the trust account, violated Rule 1.15(b), MRPC.

FOURTH COUNT

A.M. Matter

37. On November 22, 2022, complainant A.M. retained respondent to assist in changing the terms of his custody arrangement, parenting time, and child support.

38. A.M. signed a representation agreement and paid an initial retainer amount of \$3,000 for respondent's services. Respondent deposited the retainer in his trust account.

39. Respondent completed work on A.M.'s case and withdrew earned fees from the trust account. However, respondent failed to provide A.M. with written notice of the time, amount, and purpose of each withdrawal, and an accounting of A.M.'s funds in the trust account.

40. Because of the issues A.M. wanted to raise in the custody matter, A.M. sent hours of audio and video recordings, and many other documents for respondent to review.

41. Based on the work conducted to review the material, and the time anticipated to continue reviewing the voluminous materials and preparing a pleading, respondent reached out to A.M. through a text message and requested an additional \$3,000 payment in June 2023.

42. On June 15, 2023, A.M. paid the additional requested amount. Respondent deposited the additional funds in his trust account.

43. Respondent continued to complete billable work and withdraw earned fees from the trust account. Again, respondent failed to provide A.M. with written notice of the time, amount, and purpose of each withdrawal, and an accounting of A.M.'s funds in the trust account.

44. On July 25, 2023, A.M. discharged respondent, and requested a refund of the retainer.

45. Respondent did not send an invoice until August 9, 2023. According to the invoice, respondent had used the entire \$3,000 retainer, the entire \$3,000 replenishment amount, and billed an additional \$891.90.

46. Respondent's conduct in failing to provide written notice to A.M. of the time, amount, and purpose of the withdrawals of fees he had earned and withdrew from the trust account, and failing to provide an accounting of A.M.'s funds in the trust account, violated Rule 1.15(b), MRPC.

FIFTH COUNT

Flagrant Noncooperation

47. On October 14, 2025, the Director served on respondent by U.S. Mail and sent to respondent by email charges of unprofessional conduct. Pursuant to Rule 9(a)(1),

RLPR, respondent's answer to the charges was due within 14 days of service of the charges.

48. Respondent requested and received an extension to November 20, 2025, to serve and file his answer to the charges.

49. Respondent failed to serve or file an answer to the charges in a timely manner.

50. Respondent's failure to timely answer the charges of unprofessional conduct violated Rule 8.1(b), MRPC, and Rule 25, RLPR.

WHEREFORE, the Director respectfully prays for an order of this Court imposing 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.


Humiston, Susan
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This petition is approved for filing pursuant to Rules 10(d) and (e) and 12(a),
RLPR, by the undersigned Panel Chair.

Dated: December 1, 2025.



WILLIAM Z. PENTELOVITCH
PANEL CHAIR, LAWYERS PROFESSIONAL
RESPONSIBILITY BOARD