

**BEFORE THE SUPREME COURT COMMITTEE ON PROFESSIONAL CONDUCT
PANEL B**

IN RE: WILLIAM BRUCE LEASURE

ARKANSAS BAR ID #83109

CPC DOCKET NO. 2001-143

FINDINGS AND ORDER

The formal complaint of misconduct arose from the complaint of Ronald Henry, of Little Rock, Arkansas. Ronald Henry is the father of Isaac Henry. Isaac was involved in a motor vehicle accident on April 14, 2001. Isaac's date of birth is August 31, 1983. While Isaac was at home recovering from his injuries, Isaac received letters from attorneys offering legal services. One individual came to the Henry home and stated that he could help get some money. The man introduced himself as Curtis. He stated that he was not a lawyer but that he was a representative of Leasure Law Firm. Leasure Law Firm is the name of the business owned and operated by William Bruce Leasure, an attorney practicing primarily in Little Rock, Arkansas. Bruce Leasure denied that Curtis acted under the direction of Leasure or was in any way compensated by Leasure for Curtis' actions. Curtis informed Isaac that if he signed some paper that he had, he could help get Curtis some money. Isaac informed Curtis that he was seventeen years old but Curtis stated that it was okay. Isaac signed the document Curtis showed him. Curtis stated that it may take a couple of months before he could get any money. Curtis left but did not leave a copy of the paper for him. When Isaac informed his father, Ronald, that he signed some papers with Leasure Law Firm, Ronald called Leasure Law Firm and informed him that he did not want Leasure Law Firm representing his son. Ronald Henry had decided that he would settle with the insurance company himself.

On May 16, 2001, Ronald Henry called Keith Smith at State Farm Insurance and spoke to him about settling the matter. Mr. Smith agreed to meet with the Henrys on May 17, 2001. On May 17, 2001, the Henrys met with Mr. Smith. Mr. Smith informed the Henrys that Bruce Leasure had filed a lien in the matter and that State Farm could not release the settlement check without authorization from Mr. Leasure. Isaac called Mr. Leasure from the State Farm Insurance office and spoke to him. Mr. Leasure stated that Isaac needed to come to his office and sign a release form. The Henrys then proceeded to Mr. Leasure's office.

As neither of the Henrys had been to Mr. Leasure's office, Isaac called to get directions. Mr. Leasure stated that he would need \$200 in cash to release the lien. The Henrys discussed whether to pay the \$200 but Isaac decided to go ahead, pay the \$200, and have the case settled. Isaac went into Mr. Leasure's office, signed the release, and paid the \$200. Isaac denied ever having met Mr. Leasure. The Henrys thereafter returned to State Farm, presented the release, and settled the claim.

In response to an allegation that Mr. Leasure violate Model Rule 8.4 by entering into a contract for legal representation with a minor, Mr. Leasure stated that Arkansas law permits a minor to retain an attorney and that Arkansas Code Annotated §18-42-102 is inapplicable. Arkansas Code Annotated §18-42-102 states:

"The contract of a minor when approved by the parent having control of the minor, or, in case there is no parent, when approved by his guardian, or the contract of a minor over fifteen (15) years of age having neither a parent or guardian shall be binding. However, a contract with the minor shall not be for a longer period than one (1) year."

Leasure asserted that the statute neither prohibited him from entering into a contract with a minor nor did it invalidate or void the contract he had with Isaac Henry. Leasure further asserted that at the time he submitted a letter of representation to State Farm Insurance, he had a valid and effective contract with his minor client, which had not been voided.

Upon consideration of the formal complaint, Mr. Leasure's response, and the Arkansas Model Rules of Professional Conduct, the Committee on Professional Conduct finds:

1. That Mr. Leasure's conduct violated Model Rule 7.3(a) when he, or a representative of his, made direct contact in-person with Isaac Henry, a minor, for the purpose of obtaining Mr. Henry as a client. Model Rule 7.3(a) requires that a lawyer not solicit, by any forms of direct contact, in-person or otherwise, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain.

- That Mr. Leasure's conduct violated Model Rule 8.4(a) when he allowed an

individual who was an employee, agent, or representative of Leasure Law Firm, to make direct contact with Isaac Henry, a person known to be in need of legal services, knowing that he could not do so himself. Model Rule 8.4(a) requires that a lawyer not violate or attempt to violate the rules of professional conduct through the acts of another.

- That Mr. Leasure's conduct violated Model Rule 8.4(c) when, knowing that Arkansas

Code Annotated §18-42-102 provides that a contract with a minor is not binding unless there is approval from a parent, he submitted a letter of representation and a confirmation of representation to State Farm Insurance without having the approval from a parent of Isaac Henry. Model Rule 8.4(c) states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

WHEREFORE, it is the decision and order of the Arkansas Supreme Court Committee on Professional Conduct that WILLIAM BRUCE LEASURE, Arkansas Bar ID #83109, be, and hereby is, REPRIMANDED for his conduct in this matter. Pursuant to Section 18B of the Procedures of the Arkansas Supreme Court Regulating Professional Conduct of Attorneys at Law, WILLIAM BRUCE LEASURE is fined the sum of \$500.00, which is to be paid within thirty (30) days of the filing of this Order with the Arkansas Supreme Court Clerk.

ARKANSAS SUPREME COURT COMMITTEE ON

PROFESSIONAL CONDUCT

By:

Richard Hatfield, Chair - Panel B

Date:
