

BEFORE THE SUPREME COURT COMMITTEE ON PROFESSIONAL CONDUCT

PANEL B

IN RE: WILLIAM BRUCE LEASURE

ARKANSAS BAR ID #83109

CPC DOCKET NO. 2001-072

FINDINGS AND ORDER

The formal complaint of misconduct arose from the complaint of Yolanda Burnett, of Little Rock, Arkansas. Ms. Burnette was involved in a motor vehicle accident in May 2000. Following the accident, Ms. Burnette contacted a representative of the law office of Alvin Clay, Attorney at Law, Little Rock, Arkansas. While Ms. Burnette was at home, an individual appeared at her door, identified himself as Carlos, and presented her with some documents to sign. Ms. Burnette asked if the representative from Mr. Clay's office sent him. Carlos said, "Yes." Ms. Burnette then signed the documents and Carlos left her house. The next day, Ms. Burnette called Mr. Clay's office to see when she needed to meet with Carlos and discuss the papers she signed. Ms. Burnette was informed that no one from the office of Alvin Clay, Attorney at Law, had been to her home. Ms. Burnette looked at the papers she had signed and discovered that the documents she signed were from the office of Leasure Law Firm. Leasure Law Firm is the office for William Bruce Leasure, Attorney at Law, Little Rock, Arkansas.

Ms. Burnette called the offices of Leasure Law Firm to speak with Mr. Leasure on May 20, 2000, but was unable to speak to Mr. Leasure. Mr. Leasure stated that Ms. Burnett called often but he had difficulties in returning her calls because her numbers frequently changed.

Ms. Burnette settled her damages claim with Underwriters Insurance Company on her own and received a check for \$800.00. She then called Mr. Leasure's office on May 30, 2000, and informed the receptionist that she was dismissing Mr. Leasure as her attorney. Mr. Leasure returned the telephone call on June 1.

During a telephone conversation on June 1, 2000, Mr. Leasure informed Ms. Burnette that he would not release his lien on any settlement proceeds. He stated that if she did not want him to represent her that she would wind up paying her and another attorney. Ms. Burnette followed the conversation with a letter to Mr. Leasure informing him that he was dismissed as her attorney. Ms. Burnette thereafter went to the law offices of Alvin Clay and employed that firm to represent her. Ms. Burnette was later informed that the law offices of Alvin Clay would not be able to represent her as Leasure Law Firm would not release itself from her case.

Ms. Burnette called Mr. Leasure on June 16, 2000, and spoke to him. Mr. Leasure informed her that he wanted to settle her claim for \$10,000. Mr. Leasure called the next day to inform her that the insurance company would pay the \$10,000. Ms. Burnette asked if she could have a loan in the amount of \$200 until the settlement proceeds were received. Mr. Leasure stated that he would leave a check at the front desk. Ms. Burnette went to Mr. Leasure's office and received a check for \$200.00. Mr. Leasure did not characterize the \$200.00 as a loan but rather as an advance. Despite the characterization, the notation on the settlement sheet, written by Mr. Leasure, designates the loan as a loan.

Mr. Leasure stated that he received the insurance proceeds on August 10, 2000 and deposited the proceeds into his trust account on August 11, 2000. Mr. Leasure stated that he held the funds in his account until August 15 before he disbursed the funds. When the insurance proceeds arrived, Mr. Leasure provided Ms. Burnette with a sheet of paper indicating that the case settled for \$6,500; that he would be responsible for paying \$2,926 in medical bills; attorney's fees in the amount of \$1,625; repayment of Ms. Burnette's loan of \$200; and the remainder of the proceeds, \$1800.00 to Ms. Burnette. Ms. Burnette accepted her share of the settlement and left the office.

On September 6, 2000, Ms. Burnette received a bill for \$991.64 from St. Vincent's Hospital, a provider of medical services from the May accident. Ms. Burnette contacted another medical provider, Liberty Chiropractic, to see if it had received payment of \$1,935.00 for its services. At the time, it had not. St. Vincent's Hospital was eventually paid by check dated September 10, 2000, but was only paid \$500 of the \$991 that was owed. Liberty Chiropractic was paid \$1,935.00 on September 10, 2000.

Mr. Leasure denied the allegation concerning the direct solicitation to Ms. Burnette for legal services by an employee, agent or representative of Leasure Law Firm. Mr. Leasure stated that he received Ms. Burnette's name and address from police reports as gathered by an independent service. Mr. Leasure denied that Carlos acted under the direction of Mr. Leasure or was compensated by him for his actions.

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 1.3 when he failed to promptly conclude Yolanda Burnett's matter by sending funds received from an insurance settlement to medical providers. Model Rule 1.3 requires that a lawyer act with reasonable diligence and promptness in representing a client.
 2. That Mr. Leasure's conduct violated Model Rule 1.4(a) when he provided his client, Yolanda Burnett, with a loan in the amount of \$200 pending the settlement of her personal injury matter. Model Rule 1.8(e) requires that a lawyer not provide financial assistance to a client in connection with a pending or contemplated litigation, except that a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter.
- That Mr. Leasure's conduct violated Model Rule 8.4(a) through 7.3(c), when he

allowed an individual who was an employee, agent, or representative of Leasure Law Firm, to make direct contact with Ms. Burnette for the purpose of soliciting employment in her personal injury matter. 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. 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.

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.

ARKANSAS SUPREME COURT COMMITTEE ON

PROFESSIONAL CONDUCT

By:

Richard Hatfield, Chair - Panel B

Date:
