

BEFORE THE SUPREME COURT COMMITTEE ON PROFESSIONAL CONDUCT

PANEL A

IN RE: KENNETH E. SUGGS

ARKANSAS BAR ID #71104

CPC DOCKET NO. 2002-037

**FINDINGS AND ORDER**

The formal charges of misconduct upon which this Order is premised arose from the Complaint of Dorothy L. George. Kenneth Edward Suggs, an attorney practicing in North Little Rock, Pulaski County, Arkansas, was retained on September 25, 1998, to represent Ms. George in a personal injury matter. Ms. George had been involved in a car accident the day before she discussed the matter with Mr. Suggs.

After agreeing to represent Ms. George's interests, Mr. Suggs prepared a fee contract for Ms. George to sign but did not provide her a copy after she executed it. In addition, Ms. George signed a Medical Release form. She was not provided a copy of that document either.

Ms. George felt like during the first months that Mr. Suggs represented her, he pursued the matter. Then when she began to call him, she only received excuses for no action being taken on her matter. Mr. Suggs continued to advise Ms. George that the other driver's insurance company would not return his telephone calls. According to Mr. Suggs, the information Ms. George initially gave him was incorrect because the driver who hit her had given her incorrect information concerning the name of his liability insurance carrier. When Mr. Suggs learned the correct information, he contacted the insurance company and placed them on notice of Ms. George's claims. Mr. Suggs advised that he did talk regularly with Ms. George about her legal matter, usually in person when she was at his home.

In June 2001, Mr. Suggs advised Ms. George that he was going to file a lawsuit on her behalf. He never did so. Mr. Suggs stated that he was reluctant to settle Ms. George's claim because of her continued pain and her healing period had not ended. He does not believe that Ms. George was ever released from the chiropractic clinic that she began to go to, but that she quit going because of the expense of the treatment.

Finally, Ms. George contacted the insurance company of the driver who caused the wreck. She was informed that Mr. Suggs had not called the insurance company but one time and that was the week after the accident. Since that time, Mr. Suggs had not contacted them so they considered the matter closed.

Since Ms. George knew that the statute of limitations on her claims was about to expire, she called Mr. Suggs and terminated his representation of her. She requested her entire file and then hired another attorney.

When Ms. George first hired Mr. Suggs, he agreed to handle matters involving her medical providers so that she would not be subject to collection proceedings while she waiting on her claim to be settled. However he did not do so and she was sued by at least one medical provider in Small Claims Court. Mr. Suggs did file an Answer for her in the matter. When she terminated his services on the personal injury matter, Ms. George also terminated Mr. Suggs' services on the collection matter.

When Ms. George terminated Mr. Suggs' representation, she obtained her file and learned that during the almost three (3) years that Mr. Suggs had represented her, he had performed very few services on her behalf. The contents of the file she received included the police report and one letter wherein he made an agreement to make a personal \$100 per month payment to a medical provider until Ms. George's claim was settled. However, he did not do so since this medical provider sued Ms. George. Mr. Suggs asserts that he did agree to make the payments because of his relationship with her as a friend and employee (his housekeeper). He also acknowledged that this violated Model Rule 1.8(e). According to Mr. Suggs, he only made the agreement because she was a friend, not because she was a client. He offered that he does not advance anything beyond the expenses of litigation in his regular practice. The only other documents in the file that was returned to Ms. George were the drug receipts she had provided to him.

Upon consideration of the formal complaint, the response herein, and the Arkansas Model Rules of Professional Conduct, the Committee on Professional Conduct finds:

1. That Mr. Suggs' conduct violated Model Rule 1.2(a) when he failed to pursue Ms. George's personal injury claim with which he was entrusted in September 1998. Model Rule 1.2(a) requires, in pertinent part, that a lawyer abide by a client's decisions concerning the objectives of representation, subject to paragraphs (c), (d), and (e), and shall consult with the client as to the means by which they are to be pursued.
2. That Mr. Suggs' conduct violated Model Rule 1.3 when he did not pursue Ms. George's personal injury claim after being hired to do so in September 1998 and when he failed to handle matters with Ms. George's medical providers so that she would not be the subject of collection proceedings until her personal injury claim was resolved. Model Rule 1.3 requires that a lawyer shall act with reasonable diligence and promptness in representing a client.
  - That Mr. Suggs' conduct violated Model Rule 1.4(a) when during the course of his

representation of Ms. George, he failed to keep her adequately informed of the efforts, if any, he was undertaking on her behalf and when despite numerous telephone calls from Ms. George, he failed to respond to her messages and her requests for information. Model Rule 1.4(a) requires that a lawyer keep a client

reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

- That Mr. Suggs' conduct violated Model Rule 1.8(e) when he entered into an

agreement with Nestrenko Chiropractic Clinic to pay \$100 per month on Ms. George's account, which in effect was the provision of financial assistance to his client in connection with contemplated litigation in her personal injury claim. Model Rule 1.8(e) requires that a lawyer not provide financial assistance to a client in connection with pending or contemplated litigation, except that: (1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

WHEREFORE, it is the decision and order of the Arkansas Supreme Court Committee on Professional Conduct, through Panel A, that KENNETH E. SUGGS, Arkansas Bar ID #71104 be, and hereby is, REPRIMANDED for his conduct in this matter.

ARKANSAS SUPREME COURT COMMITTEE

ON PROFESSIONAL CONDUCT

By:

---

Win Trafford, Chairman, Panel A

Date: