

INDIANA SUPREME COURT

In re Johnson

776 N.E.2d 360 (Ind. 2002) · Decided October 10, 2002

SUMMARY

The Indiana Supreme Court approved a conditional agreement disciplining an attorney who retained an excessive portion of an uninsured-motorist settlement, failed to provide the client with a written accounting, failed to promptly pay funds owed to the client, and did not respond to grievance inquiries. The Court imposed a 180-day suspension, with 60 days executed and 120 days stayed subject to two years of probation, and assessed costs against the respondent.

CASE DETAILS

COURT	Indiana Supreme Court
WRITING FOR THE COURT	All Justices
JURISDICTION	Indiana
DECIDED	October 10, 2002
DISPOSITION	approved
PROCEDURAL POSTURE	The Indiana Supreme Court reviewed a Statement of Circumstances and Conditional Agreement for Discipline submitted jointly by the Indiana Supreme Court Disciplinary Commission and the respondent attorney.
PRECEDENTIAL VALUE	published

TOPICS

[uninsured motorist](#) [insurance](#)

PRACTICE AREAS

[professional discipline](#) [legal ethics](#) [insurance](#) [uninsured motorist](#)

QUESTIONS PRESENTED

1. Whether the respondent violated Indiana's professional-conduct rules by charging an unreasonable fee and failing to provide an accounting and prompt payment of client funds.
2. Whether the respondent violated the professional-conduct rules by failing to refund an unearned fee and failing to cooperate with the Disciplinary Commission.

3. Whether the proposed conditional agreement and discipline should be approved.

HOLDINGS

1. The respondent violated Indiana Professional Conduct Rules 1.5(a), 1.5(c), 1.15(b), 1.16(d), and 8.1(b) by charging an unreasonable fee, failing to provide the required written distribution statement, failing to promptly pay or refund funds in which the client had an interest, and failing to respond to the Commission's written demands.
2. The court approved a 180-day suspension without automatic reinstatement, with 60 days executed and 120 days stayed subject to two years of probation.

KEY QUOTATIONS

“Had this case been litigated, this Court would have imposed a harsher sanction, but in light of the agreed resolution and the fact that the respondent has provided restitution to the client, we accept the agreed sanction.” (361)

FACTUAL BACKGROUND

A client retained the respondent to pursue damages from a traffic accident, and the fee agreement provided for a one-third contingent fee on amounts recovered by compromise. After the uninsured driver and vehicle caused the accident, the client's insurer paid the \$50,000 uninsured-motorist policy limit; the respondent retained \$30,000 after sending the client \$20,000 and did not provide the required written settlement-distribution statement. He also twice failed to respond to the Commission's written demands concerning a grievance.

PROCEDURAL HISTORY

The Disciplinary Commission proceeded against the respondent based on alleged professional-conduct violations arising from his handling of a client's uninsured-motorist settlement and his failure to respond to grievance inquiries. The parties submitted agreed facts and a proposed suspension, which the Indiana Supreme Court approved.

DISPOSITION

approved