

## CLIENT PROTECTION FUND QUARTERLY REPORT

The Client Protection Fund was created by the Board of Governors of the State Bar of Arizona in 1961 as required by a rule of the Supreme Court of Arizona. Its purpose is to promote public confidence in the administration of justice and to preserve the integrity of the legal profession by reimbursing clients who have sustained losses caused by the dishonest conduct of lawyers admitted and licensed to practice in Arizona.

The fund is a nonprofit charitable organization governed by a Declaration of Trust and administered by five volunteer trustees appointed by the Bar's Board of Governors. The fund receives a yearly assessment of \$30 from each active and inactive member of the State Bar (paid with the annual bar dues). In addition, the fund earns interest on its invested fund balance.

More information about the fund is at [www.azbar.org/cpf](http://www.azbar.org/cpf). Or contact the fund administrator at [karen.weigand@staff.azbar.org](mailto:karen.weigand@staff.azbar.org) or by phone: (602) 340-7286, toll free 866-482-9227.

The following is a brief summary of the claims paid in the second quarter of 2008:

**JASON C. BESKIND**  
Bar No. 017131  
(one claim totaling \$2,000)

- ▶ The claimant hired Beskind to represent him in a civil matter and paid a \$2,000 retainer. The claimant contended that Beskind performed no legal work on his case. Upon investigation, there was no evidence that Beskind did any work for the claimant. The Trustees reimbursed the claimant \$2,000.

**GEORGE R. BROWN**  
Bar No. 009628  
(one claim totaling \$1,000)

- ▶ Brown was retained to represent the claimants in a civil matter. The claimants alleged that Brown did not perform any of the legal work for which he was hired, refused to provide them with an accounting of the retainer balance, and did not inform them that he had been suspended for non-compliance with MCLE requirements. Upon investigation, there was no evidence that Brown did any work for the claimants. The Trustees reimbursed claimants \$1,000, the full amount of fees paid.

**DAVID W. EAGLE**  
Bar No. 005418  
(one claim totaling \$2,500)

- ▶ The claimants retained Eagle to represent them in a civil matter. The claimants alleged that they paid Eagle a retainer, but because of Eagle's illness and subsequent death, no

legal work was performed. Upon investigation, there was no evidence that Eagle did any work for the claimants. The Trustees reimbursed the claimants \$2,500, the full amount of fees paid.

**JOHN T. FRANKLIN**  
Bar No. 022163  
(two claims totaling \$2,550)

- ▶ The first claimant retained Franklin to represent him in a traffic matter. The claimant alleged that Franklin failed to appear at both the pre-trial hearing and the trial, performed no substantial work on his case, and failed to return phone calls. Upon investigation, the Trustees found no evidence that Franklin did any work for the claimant and reimbursed \$1,500, the full amount of fees paid.
- ▶ The claimants in the second matter hired Franklin to represent them in a contract dispute. The claimants stated that after they gave Franklin a retainer of \$1,500, he attended three one-hour meetings with them, ceased all communications and performed no further work on the case. The Trustees determined that Franklin performed such an insignificant amount of work on the case that the refusal to refund the unearned fees constituted a wrongful taking of money, and reimbursed the claimants \$1,050.

**MAXIMILIANO S. GARCIA**  
Bar No. 014435  
(one claim totaling \$2,500)

- ▶ The claimants retained Garcia to represent them in an immigration matter. The claimants alleged that Garcia filed the initial immigration paperwork, but did no further work on their case. Upon investigation, there was no evidence that Garcia did any work of value for the claimants. The Trustees reimbursed the claimants \$2,500, the full amount of the fees paid.

**MARK L. JOHNSON**  
Bar No. 019505  
(one claim totaling \$250)

- ▶ The claimant retained Johnson to represent him in a collections matter. The claimant alleged that Johnson failed to do any work,

did not give an accounting of the money paid, and failed for more than two months to respond to phone calls and letters. Upon investigation, there was no evidence that Johnson did any work for the claimant. The Trustees reimbursed the claimant \$250, the full amount of the fees paid.

**JOHN G. MORRISON**  
Bar No. 006192  
(two claims totaling \$15,828.65)

- ▶ The first claimant retained Morrison to represent him in a personal injury matter. The claimant alleged that Morrison settled his personal injury case, received the settlement check and deposited it into his account, but never disbursed any money to the claimant. The Trustees determined that Morrison's refusal to return the unearned portion of the settlement to the claimant constituted a wrongful taking of money, and reimbursed the claimant \$8,188.65.
- ▶ The second claimant also hired Morrison to represent her in a personal injury matter. The claimant alleged that Morrison settled her personal injury case, received and deposited the settlement check, but never disbursed any money to the claimant. The Trustees determined that Morrison's refusal to return the unearned portion of the settlement to the claimant constituted a wrongful taking of money, and reimbursed the claimant \$7,640.



### To Learn More

The annual report of the Client Protection Fund is available online:

<http://azbar.org/CPF/cpf2006AnnualReport.pdf>