

VIRGINIA:

BEFORE THE CIRCUIT COURT FOR THE CITY OF NORFOLK

IN THE MATTER OF

Case: VSB No. CL06-4823

CHARLES V. BASHARA

ORDER

This matter came to be heard on November 9, 2006, upon an Agreed Disposition between the Virginia State Bar and the Respondent, Charles V. Bashara, Esquire.

A Three-Judge Court impaneled by the Supreme Court of Virginia on October 5, 2006, by designation of the Chief Justice of the Supreme Court of Virginia, pursuant to Section 54.1-3935 of the Code of Virginia (1950) as Amended, consisting of the Honorable James E. Kulp, Retired Judge of the Fourteenth Judicial Circuit, the Honorable Von L. Pearsall, Jr., Retired Judge of the Third Judicial Circuit, and the Honorable Carl Edward Eason, Jr., Judge of the Fifth Judicial Circuit, designated Chief Judge, considered the matter by telephone conference. The Virginia State Bar appeared through its Assistant Bar Counsel, Edward L. Davis. The Respondent, Charles V. Bashara, participated in the telephone conference *pro se*.

Upon due deliberation, it is the decision of the Three-Judge Court to accept the Agreed Disposition. The Stipulations of Fact, Disciplinary Rule Violations, and Disposition agreed to by the Virginia State Bar, the Respondent, and his counsel, are incorporated herein as follows:

I. STIPULATIONS OF FACT

1. During all times relevant hereto, the Respondent, Charles V. Bashara, was an attorney licensed to practice law in the Commonwealth of Virginia.

2. The complainant, Stefan D. Murza, D.C., a chiropractor, treated Charlie Artis for injuries sustained in a fall at a Wal-Mart store on January 30, 2003.
3. Dr. Murza would say that on March 11, 2003, following 24 visits, he released his patient from treatment with a total bill of \$1,990.
4. The same date, Mr. Artis executed an assignment directing his attorney to pay Dr. Murza's bill directly from any judgment or settlement.
5. Dr. Murza would say that in reliance of the terms of the assignment, he refrained from billing his patient directly pending resolution of the personal injury case. Mr. Bashara would say that he requested payment in full.
6. On an unknown date, but while he was treating with Dr. Murza, Mr. Artis hired Mr. Bashara to pursue a personal injury claim for him relating to the Wal-Mart accident.
7. By letter, dated February 6, 2003, Mr. Bashara asked Dr. Murza for a copy of the medical report and the bill for his services, and he agreed to send his assignment with the patient. Mr. Bashara would say that the client had some preexisting injuries that he needed the Dr. to separate from the injuries sustained in the fall at Wal-Mart.
8. Dr. Murza responded by sending a copy of his medical charts, and a bill that was stamped, "NOTICE OF LIEN FROM VA CODE Section 8.01-66.2," but no report.
9. On July 15, 2003, Mr. Bashara won a \$6,000 judgment for his client against Wal-Mart in the General District Court for the City of Norfolk.
10. Wal-Mart appealed the judgment to the circuit court, where the parties settled the case for \$3,000.
11. On July 22, 2003, Wal-Mart's claims service issued a check for \$3,000 payable to Mr. Bashara and Mr. Artis.
12. On August 6, 2003, Mr. Artis executed a release, and a personal injury settlement sheet prepared by Mr. Bashara that listed Dr. Murza's bill, but excluded it from payment. The statement bore the inscription, "not paid by this office/client responsible."
13. The same date, Mr. Bashara disbursed \$1,251.83, representing his 33% contingent fee and costs, and disbursed the remaining funds, \$1,748.17, to his client.
14. Mr. Bashara paid none of the settlement to Dr. Murza, the client having said that the bills and records submitted by Dr. Murza were full of inaccuracies, and no report having been furnished in accordance with the terms of the assignment.

15. Dr. Murza kept a log of telephonic inquiries to Mr. Bashara. One annotation, dated 6-6-03, states, "Representing him, Pending." The rest of the annotations are dated August 27, 2003 and later, through the year 2004, and into 2005, all indicating that the matter is pending or that Mr. Bashara will look into it, although the matter had been closed on August 6, 2003. Mr. Bashara would say that no one on his staff is authorized to give such information about clients to anyone on the telephone.

16. Dr. Murza also sent letters of inquiry to Mr. Bashara on January 19, 2005 and February 7, 2005 demanding payment in full, the second letter threatening a complaint to the bar and Better Business Bureau. Receiving no reply, he complained to the bar on February 28, 2005. Mr. Bashara would say that he felt no obligation to pay in light of the threats and the fact that he had not received the report requested by his letter, dated February 17, 2003.

17. Mr. Bashara admitted to the bar that he received Dr. Murza's bill, but explained that he had asked Dr. Murza for an opinion concerning whether the injuries resulted from the accident at Wal-Mart, and that Dr. Murza had failed to do so. His letter to Dr. Murza, dated March 17, 2003, asked Dr. Murza to provide a report addressing this issue.

18. Dr. Murza, on the other hand, said that he never received the letter, although he did receive Mr. Bashara's first letter, dated February 6, 2003, asking for an opinion. Dr. Murza said that he would have been happy to compromise his lien as low as \$500. Mr. Bashara would say he never received a direct report from Dr. Murza that he would compromise his lien as low as \$500.

19. On February 6, 2006, after the bar investigated the matter, Mr. Bashara, having learned that Dr. Murza was willing to compromise his lien to \$500, issued Dr. Murza a check in that amount drawn from his law firm's IOLTA account accordingly.

II. RULE VIOLATIONS

The parties agree that the foregoing facts give rise to violations of the following Rules of Professional Conduct:

RULE 1.15 Safekeeping Property

- (c) A lawyer shall:
 - (4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer which such person is entitled to receive.

III. STIPULATION AS TO DISPOSITION

In accordance with the Agreed Disposition, it is the decision of this Court to **suspend the license of the Respondent, Charles V. Bashara, to practice law in the Commonwealth of Virginia for a period of thirty (30) days**, with execution of the law license suspension suspended for a period of one (1) year subject to the following terms and conditions:

1. The Respondent, Charles V. Bashara is placed on disciplinary probation for a period of one (1) year, said period to begin on November 9, 2006, the date that this Honorable Court approved the Agreed Disposition. Mr. Bashara will engage in no professional misconduct as defined by the Virginia Rules of Professional Conduct during such one-year probationary period. Any final determination of misconduct determined by any District Committee of the Virginia State Bar, the Disciplinary Board, or a three-judge court to have occurred during such period will be deemed a violation of the terms and conditions of this Agreed Disposition and will result in the imposition of the Thirty-Day Suspension of the Respondent's license to practice law in the Commonwealth of Virginia. The Thirty-Day Suspension will not be imposed while Mr. Bashara is appealing any adverse decision that might result in a probation violation.

2. Within one (1) year of the date that this Honorable Court approved this Agreed Disposition, or by November 8, 2007, the Respondent will attend an additional **six (6) hours of Continuing Legal Education (CLE) on the subject of ethics** for no annual CLE credit, and **one (1) or more additional hours of CLE in a course that includes at least one block of instruction on the subject of settling personal**

injury cases for no annual CLE credit. The Respondent will certify his attendance at said course or courses in writing to the Bar Counsel's Office at the Virginia State Bar by the date specified.

Upon satisfactory proof that the terms and conditions of this Agreed Disposition have been met, this matter shall be closed. Failure to comply with any of the foregoing terms and conditions will result in the imposition of the alternate sanction: the suspension of the Respondent's license to practice law for a period of thirty (30) days.

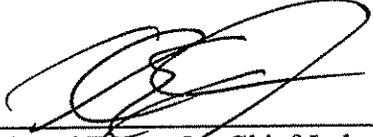
The imposition of the alternate sanction will not require a hearing before the Virginia State Bar Disciplinary Board or a three-judge court on the underlying charges of misconduct stipulated to in this Agreed Disposition if the Virginia State Bar discovers that the Respondent has violated any of the foregoing terms and conditions. Instead, the Virginia State Bar shall issue and serve upon the Respondent a Notice of Hearing to Show Cause why the alternate sanction should not be imposed. The sole factual issue will be whether the Respondent has violated the terms of this Agreed Disposition without legal justification or excuse. All issues concerning the Respondent's compliance with the terms of this Agreed Disposition shall be determined by the Virginia State Bar Disciplinary Board, unless the Respondent makes a timely request for hearing before a three-judge court.

Pursuant to Part 6, Sec. IV, Para. 13. B.8 (c) of the Rules, the Clerk of the Disciplinary System shall assess costs.

The court reporter who transcribed these proceedings is Leann Hettrick of Chandler and Halasz, Registered Professional Reporters, P. O. Box 9349, Richmond, Virginia 23227, (804) 730-1222.

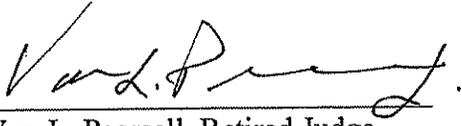
ENTERED THIS 28th DAY OF NOVEMBER, 2006

CIRCUIT COURT FOR THE CITY OF NORFOLK

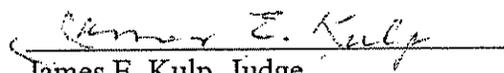


Carl Edward Eason, Jr., Chief Judge
Three-Judge Court

COPY TESTE:
GEORGE E. STEABER, CLERK
NORFOLK COUNTY
JANUARY 1, 2007
JAMES E. KULP, JUDGE
of GEORGIA
Date: 11/28/06



Von L. Pearsall, Retired Judge
Three-Judge Court

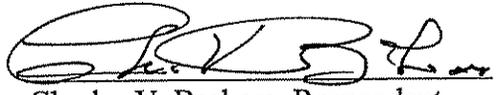


James E. Kulp, Judge
Three-Judge Court

WE ASK FOR THIS:



Edward L. Davis, Assistant Bar Counsel



Charles V. Bashara, Respondent