

**VIRGINIA: BEFORE THE FIRST DISTRICT SUBCOMMITTEE
 OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
GEORGE G. JOYNER, III**

VSB Docket No. 10-010-082732

**SUBCOMMITTEE DETERMINATION
(PUBLIC DISMISSAL *DE MINIMIS*)**

On April 6, 2011, a meeting in this matter was held before a duly convened First District Subcommittee consisting of Richard J. Holland, Jr., H. Woodrow Crook, Jr., Esq. and Thomas L. Watkins, Esq., Chair Presiding.

Pursuant to Part 6, Section IV, Paragraph 13-15(B) of the Rules of the Virginia Supreme Court as well as the agreement of the parties, the First District Subcommittee of the Virginia State Bar approves the Agreed Disposition submitted by the parties and hereby serves upon the Respondent the following Public Dismissal *De Minimis*:

I. FINDINGS OF FACT

1. At all times relevant to this matter, the Respondent, George G. Joyner, III (Joyner), has been an attorney licensed to practice law in the Commonwealth of Virginia.

2. In late 2008 or early 2009, one Phillip T. Begley (Begley) hired Joyner for representation in a personal injury matter.

3. On February 2, 2009, Begley sought treatment for his injuries from Michael E. Gauthier, M.D. (Gauthier). At Gauthier's request, that same day Begley signed without consulting Joyner a one page document entitled "Medical Reports and Doctor's Liens" (the Lien Agreement) which specified no specific amount to be paid. The same day, Joyner signed the Lien Agreement

as Begley's attorney and placed next to his signature the notation "without personal obligation but upon resolution of the claim".

4. Prior to settlement of Begley's claim, Gauthier provided Joyner with both itemized medical bills and a total bill for treatment of Begley of \$2,968.

5. Joyner settled Begley's personal injury claim and with authority and specific direction of Begley tendered to Gauthier only the sum of \$500 pursuant to Section 8.01-66.2 and Section 8.01-66.6 of the Virginia Code.

6. At the client's direction, Joyner wrote Gauthier, enclosing a \$500 check for the statutory lien and asking for a "charity writeoff of the remaining balance" due to the fact Begley didn't have health insurance. Gauthier was advised that only the statutory lien would be paid and Joyner did not have express authority from the client to the contrary.

7. Joyner tendered the statutory amount of \$500 pursuant to Section 8.01-66.2 and 8.01-66.6, and suggested to Gauthier that he may proceed against Begley for civil adjudication of any unpaid balance.

8. Recently, Joyner paid Gauthier \$500 from trust account funds held for Begley and \$2,468 from his firm's account.

II. NATURE OF MISCONDUCT

Such conduct by George G. Joyner, III constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.15 Safekeeping Property

(c) A lawyer shall:

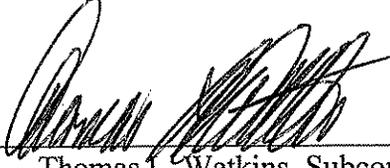
- (4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer which such person is entitled to receive.

III. DISMISSAL DE MINIMIS

Accordingly, it is the decision of the Subcommittee to approve the Agreed Disposition signed by the parties and impose upon Respondent a Dismissal *De Minimis*.

Pursuant to Paragraph 13-9(E) the Clerk of the Disciplinary System shall assess costs.

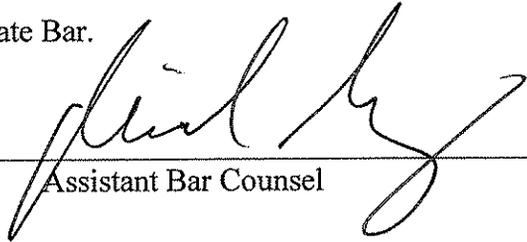
FIRST DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

By: 

Thomas L. Watkins, Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on April 15, 2011, I caused to be mailed by certified mail a true and complete copy of the Subcommittee Determination, Public Dismissal *De Minimis*, to George G. Joyner, III, Esquire, Respondent, *pro se* at 324 London Boulevard, Portsmouth, VA 23704-2808, his last address of record with the Virginia State Bar.


Assistant Bar Counsel

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III. PROPOSED DISPOSITION

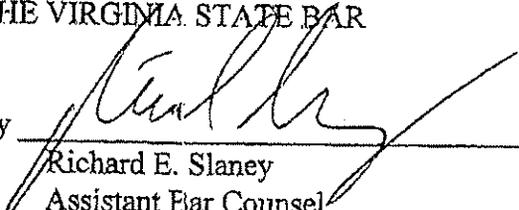
Accordingly, Assistant Bar Counsel and the Respondent tender to a subcommittee of the First District Committee for its approval the agreed disposition of a Public Dismissal *De Minimis*

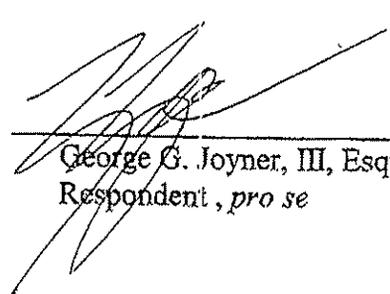
as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the First District Committee. If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs.

The Bar represents the Respondent has practiced law since 1975 and has no prior disciplinary record.

THE VIRGINIA STATE BAR

By


Richard E. Slaney
Assistant Bar Counsel


George G. Joyner, III, Esquire
Respondent, *pro se*