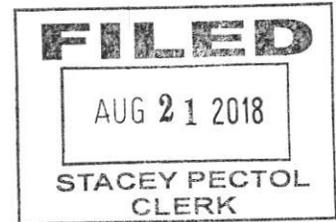


**BEFORE THE SUPREME COURT COMMITTEE ON PROFESSIONAL CONDUCT  
PANEL A**

**IN RE: FRANCIS PARKER JONES, III  
ARKANSAS BAR ID NO. 2006083  
CPC DOCKET NO. 2017-007**



**FINDINGS AND ORDER**

The formal charges of misconduct upon which this Findings and Order is based arose from information filed by the Public Employee Claims Division of Arkansas Insurance Department concerning the conduct of Francis Parker Jones, III, attorney based in Benton, Arkansas, in the matter of *Continental Western Insurance Company v. Jonathan Warner, et al.*, Hot Spring County Circuit Court Case No. 30CV-11-117-2, and the relate Jonathan Warner workers' compensation claim.

In May 2010, Jonathan Warner was employed by the Arkansas Department of Correction ("ADC"). Mr. Warner was driving a vehicle owned and operated by ADC and transporting ten Arkansas inmates. The ADC vehicle was struck by a vehicle owned by Enterprise Car Rental ("Enterprise") and driven by an uninsured driver. Warner was represented by Francis Parker Jones, III, ("Jones") of Benton, Arkansas.

As an employee of the State of Arkansas, Warner was insured by the Public Employee Claims Division, the workers' compensation carrier for ADC. PECD paid medical and compensation benefits for Warner which totaled \$45,337.21 as of September 20, 2010. By letter dated September 20, 2010, PECD put Jones on notice of the amount of benefits paid on behalf of Warner and asserted a right of subrogation and absolute lien under Arkansas Code §11-9-410 and §21-5-605(f)(2)(B).

In May 2011, Continental Insurance Western Company ("Continental Western") filed an interpleader action in Hot Spring County Circuit Court seeking to deposit into the registry of the

court its policy limit of \$100,000, that damages would likely exceed the coverage of the insurance policy, that it was unable to allocate the funds to the various parties, and that Warner had received compensation benefits from PECD. PECD's answer to the interpleader action again asserted its statutory lien. Jones' answer on behalf of Warner admitted that Warner had received compensation benefits from PECD.

In October 2011, Jones received a \$25,000 check from Enterprise made payable to Warner, Jones, and PECD. Jones sent the check to PECD for endorsement and, upon receipt of the endorsed check, placed the \$25,000 into his IOLTA account with Arvest Bank.

In December 2011, Continental Western placed the \$100,000 with the registry of the court. Immediately prior to an April 2012 hearing on the \$100,000, the parties reached an agreement that awarded Warner \$61,400 of the \$100,000. An order reflecting the agreement was filed on April 25, 2012. PECD claimed there was an agreement with Jones that it was entitled to receive \$39,750.00 of the total funds received by Warner.

In May 2013, PECD sent Jones a petition for approval of the third-party distribution and a proposed order to be presented in Warner's worker's compensation case. The proposed petition detailed Warner's benefits of over \$96,000 and how the \$86,400 received by Warner (\$61,4000 from the April 2012 distribution and \$25,000 from Enterprise) was to be distributed. Jones did not respond to PECD. In June 2013, PECD again requested Jones to sign the petition and order. Again, Jones did not respond to the letter. In August 2013, PECD sent a third letter to Jones as there had been no response from Jones. PECD then filed a grievance with the Office of Professional Conduct ("OPC").

OPC requested a copy of Jones' IOLTA trust account records. Jones provided trust account records for the period from October 2011 through December 2012. A review of Jones' trust

account showed that he had \$215.25 in his account as of November 1, 2011. On November 16, 2011, Jones deposited \$25,000 from the Enterprise policy. On April 26, 2012, Jones deposited \$61,400 from the Continental Western settlement. Jones then withdrew \$25,920 from the account for his fees on May 16, 2012. He also withdrew \$31,635 on the same date, presumably for his client, Warner. The balance of funds in Jones' trust account on May 16, 2012, was \$29,060.25. With \$215.25 already in the account at the time the money was first deposited into the account, the balance of funds related to the Warner matter was \$28,845 on May 16, 2012. The amount of money which was in question by PECD was \$39,750, a difference of \$14,750.

Upon consideration of the Formal Complaint and the attached exhibits, the Response to the Complaint filed by Mr. Jones, and the Arkansas Rules of Professional Conduct, Panel A of the Committee on Professional Conduct finds:

1. Francis Parker Jones' conduct violated Rule 1.15(a)(6) when, after being placed on notice in September 2010 that PECD had an absolute statutory lien interest in the amount of \$39,750 against any proceeds obtained from settlement or judgment of the worker's compensation claim of Jones' client, Jonathan Warner, Jones failed to safeguard the \$39,750 until the dispute between PECD and his client was resolved. Rule 1.15(a)(6) states that in the course of representation a lawyer is in possession of property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved.

2. Francis Parker Jones' conduct violated Rule 4.4(a) when he failed since May 2012 to provide PECD with subrogation funds of at least \$25,000 to which PECD was then and now is entitled and there is no substantial purpose for the delay. Rule 4.4(a) states that in representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass,

delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person.

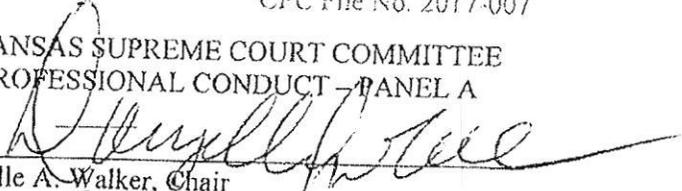
3. Francis Parker Jones' conduct violated Rule 8.4(c) when, he claimed to hold the disputed portion of his client's settlement funds in his trust account pending resolution of the matter involving PECD and his client, which total either \$39,750, \$28,845, or \$25,000, and then later stating that only \$25,000 remains available in his trust account. Rule 8.4(c) states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

4. Francis Parker Jones' conduct violated Rule 8.4(d) when he failed to provide PECD with subrogated funds from the Warner settlements to which PECD was an is entitled to under Arkansas law, which has caused unnecessary delay in the administration of justice. Rule 8.4(d) states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

WHEREFORE, it is the decision an order of the Arkansas Supreme Court Committee on Professional Conduct, acting through its authorized Panel A, that FRANCIS PARKER JONES, III, be, and hereby is, CAUTIONED and assessed costs in the amount of FIFTY DOLLARS (\$50.00) for his conduct in this matter. The costs assessed herein shall be payable by cashier's check or money order payable to "Clerk, Arkansas Supreme Court" and delivered to the Office of Professional Conduct, 2100 Riverfront Drive, Suite, 200, Little Rock, Arkansas 72202, within thirty (30) days of the date this Findings and Order is filed of record with the Clerk of the Arkansas Supreme Court.

IT IS SO ORDERED.

ARKANSAS SUPREME COURT COMMITTEE  
ON PROFESSIONAL CONDUCT - PANEL A

By:   
Danyelle A. Walker, Chair

Date: 7-26-18