



**BOARD OF PROFESSIONAL RESPONSIBILITY  
OF THE  
SUPREME COURT OF TENNESSEE**

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**RELEASE OF INFORMATION**  
**DAVID RANDALL STEELE, BPR #25204**  
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**BOARD OF PROFESSIONAL RESPONSIBILITY**  
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March 3, 2009

**LAWYER CENSURED**

On February 25, 2009, David Randall Steele, licensed in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court. Pursuant to Supreme Court Rule 9, the Board of Professional Responsibility considered these matters at its meeting on December 12, 2008.

The Respondent, an attorney whose office is in Kentucky, was retained by written contract by the two Complainants to represent them regarding a personal injury auto accident which occurred in Tennessee. The contract provided, "Client understands and agrees that Client may be dissatisfied with said outcome or result and that client may be in a worse or poorer legal position at the termination of this representation as a result of the attorney's efforts," in violation of RPC 1.8(h), which prohibits a lawyer from entering into a contract with a client to prospectively limit the lawyer's liability for malpractice. An accident resolution company referred the case to the Respondent. Because the accident resolution company was not an intermediary organization registered with the Tennessee Board of Professional Responsibility, the Respondent's acceptance of the referral was in violation of RPC 7.6(b). The personal injury case was settled. The two clients had separate claims, separate medical expenses and separate settlements. The Respondent paid the Complainants one total sum in settlement, in violation of RPC 1.7(a). The Respondent did not prepare a settlement disbursement, in violation of RPC 1.5(c). The Respondent paid \$6,000 to the accident resolution company, \$1,800 for the services rendered by the company and the balance of \$4,200 for subrogation claims to be paid by the company. No proof could be provided that the \$4,200 was paid to the subrogation interest, in violation of RPC 1.15(b). The Respondent disbursed more than the total settlement proceeds to the clients and to medical providers. The Respondent has reimbursed the clients the \$4,200 which had been paid to the company.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

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