

1993

William R. Shupe v. Kent B. Linebaugh and Bar Counsel : Brief of Respondent

Utah Court of Appeals

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William R. Shupe; Pro Se.

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UTAH COURT OF APPEALS
BRIEF

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BEFORE THE SUPREME COURT
OF THE STATE OF UTAH

In the Matter of the
Complaint by

KENT B LINEBAUGH and
BAR COUNSEL

Against

WILLIAM R. SHUPE
DOB: 08-29-54
ADM: 10-25-84

RESPONDENT'S STATEMENT

F-19 and F-20

930094

FILED

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UTAH

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F-19 and F-20

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INTRODUCTION

Respondent, William R. Shupe, ("**Respondent**") sets forth the essential procedural and factual background which has led to Bar Counsel's filing of this appeal:

JURISDICTION

The Utah Supreme Court has jurisdiction to hear this appeal pursuant to the provisions of Rule XIV (a) of the Procedures of Discipline of the Utah State Bar, Article VIII, Section 4 of the Utah Constitution and Utah Code Annotated Section 78-2-2 (3) (c).

PROCEDURAL AND FACTUAL BACKGROUND

1. In 1991, a screening panel, appointed by the Utah State Bar (the "**Bar**"), met and reviewed the facts surrounding matters F-19 and F-20 and subsequently determined to file formal complaints on both matters.

2. Subsequently thereto, the Utah State Bar, in conjunction with Bar Counsel appointed a Disciplinary Hearing Panel, comprised of Mr. Harold L. Petersen and Ms. Barbara K. Polich, both experienced attorneys in good standing with the Utah State Bar, who had acted in such capacities prior to this time.

3. Respondent had no say or voice in the appointment of the members to the Disciplinary Hearing Panel (referred to hereinafter as the "**Panel**"). The Panel was simply appointed by the Bar. It is Respondent's understanding that such panel members are volunteers who perform their service to benefit the Bar and the community of lawyers in general.

4. On or about, June 24, 1992, the first hearing was initiated in this case. Respondent appeared telephonically and testimony was taken by both parties.

5. The Panel then continued the hearing to July 20, 1992, with the understanding that all records on behalf of all parties be lodged prior to the hearing.

6. The second hearing convened on or about July 20, 1992, and prior to attempts by both Respondent and Bar Counsel, the necessary records did not arrive and the hearing was continued to August 3, 1992.

7. on August 3, 1992 the hearing was convened. After taking some testimony, it was apparent that the financial records had not arrived, again, from West One's bank in Boise, Idaho (where Respondent's trust account records were kept). At this time, both Mr. Peterson and Ms. Polich stated on the record that a continuance should be granted in order to obtain all records in order to make a proper finding.

8. On page forty-three of the Transcription of the Hearings, Mr. Peterson stated that he and Ms. Polich wanted to make it "clear to both parties that [they saw] this as a very serious matter. That the things that have actually been alleged, if true, could have some very serious consequences." He then stated that they saw the potential for a very serious outcome if the allegations are found to be true.

9. The Panel then stated that the hearing would "go forth in a more formal manner so the evidence will come out clearly."

(Transcription of Hearings. page 43)

10. At the August 3, 1992 hearing, the Panel held that a default in F-20 had been entered; that certain evidence had been deemed admitted in F-20; and that the Panel's findings and recommendations would center around sanctions in F-20 (Transcription of Hearings, pages 43-48).

11. The Panel also stated that it wanted all facts and records submitted by both parties before it made its recommendation (transcription of Hearings, pages 43-48).

12. On or about October, 15, 1992, the continued hearing was convened. At that time all testimony was heard from all interested parties. Bar Counsel did not object on any procedural grounds to any of the hearings, its authority and/or the quality or nature of evidence submitted.

13. On or about, November 24, 1992, the Panel handed down its "Findings, Conclusions, and Recommendation of the Hearing Panel."

14. The Recommendations of the Panel for sanctions with respect to F-20 were as follows:

A. Probation for one (1) year;

B. Respondent to limit practice to one location (either Utah or California) during the probationary period;

C. Respondent not to establish any "attorney/client trust account" as a sole signatory;

D. Respondent to reimburse Bryant Cragun the sum of \$13,000 within six (6) months of the commencement of the probationary period.

E. Respondent to complete three (3) hours of continuing education or pass the Multi-State Professional Responsibility Exam.

F. Respondent not to take any new Utah clients during the probationary period.

15. The recommendation of the Panel with respect to F-19 was that the amount paid to Respondent was meant as a "personal bonus"; and that no sanctions be assessed in this matter. A copy of the Finds of the Panel is attached hereto as Exhibit "A," and incorporated herein by reference.

16. Subsequent thereto, Bar Counsel filed papers with the Board of Bar Commissioners setting forth the trial brief filed at the time of the hearing of this matter; and a request that the Panel's Findings, Conclusions and Recommendations be avoided and that a new panel be appointed to review this entire matter.

17. On or about January 21, 1993, the Board of Bar Commissioners voted to affirm the Findings, Conclusions and Recommendation of the Panel. A copy of the finds of the Board is attached hereto as Exhibit "B," and incorporated herein by reference.

18. The documents attached to Bar Counsel's Docketing Statement and Appellant's Brief are essentially the same information, pleadings, caselaw and exhibits that the Panel and the Board of Commissioners reviewed prior to their findings and affirmations.

STATEMENT OF RESPONDENT

As set forth above, the facts and procedural information

surrounding matters F-19 and F-20 have been thoroughly reviewed and evaluated by respected individuals, selected by the Bar.

In compliance with the Findings, Respondent has taken the following action, in order to be in compliance therewith:

1. Consolidated all work to California for the next year. This has required Respondent to lease a condominium in Irvine , California at great expense;
2. Closed any and all attorney/client trust accounts;
3. Registered to take six (6) hours of professional responsibility with the California State Bar;
4. Not accepted any new Utah clients; and
5. Prepared to reimburse Bryant Cragun within six (6) months of the commencement of the probationary period.

In this case, it appears that, even though Bar Counsel has been involved in this matter from the beginning; and even though Bar Counsel agreed to the appointment of the members of the Panel; and even though Bar Counsel works under the purview of the Board of Commissioners; Bar Counsel is not pleased with the recommendations of the Panel and affirmations of the Board and seeks another trial in this case.

There are no procedural miscues to which this appeal is taken; there are no improprieties in the evidence that were properly objected to; there are no properly lodged objections at any time in this proceeding which would give basis to this appeal. Rather, Bar Counsel is not satisfied with the Findings and thereby alleges that the actions of the Panel and impliedly the Board, were "arbitrary,

capricious, or erroneous." The individuals who made these determinations arrived at the same after careful study and consideration of the evidence, testimony of all parties and exhibits. The Board then reviewed the same materials; evaluated the Findings; and elected to affirm the same. These are not capricious, or arbitrary acts. The findings were based upon careful findings and not erroneous assumptions.

Based on the foregoing, Respondent respectfully requests the Supreme Court to deny Bar Counsel's appeal in this matter and allow the commencement of the Probationary Period.

ARGUMENT

I

THE PANEL'S FINDINGS WITH RESPECT TO F-19 ARE CONSISTENT WITH THE FINDINGS OF FACT AND THE EVIDENCE

The Panel's finding that a payment of approximately \$4,000 to be a personal bonus to Respondent is consistent with the testimony and evidence in this matter. Appendix H, attached to Appellant's Brief is the Affidavit of Blaine Savage. This affidavit was accepted by both parties in lieu of Mr. Savage's testimony.

On page 2 of Mr. Savage's affidavit, he states: "As I prepared to pay my final legal bill of approximately \$4,500 (\$6,000 less the \$1,500 I had already paid) I told me Shupe that I wanted to pay the \$10,000 I had budgeted and he could consider the excess a bonus for his good work [emphasis added]. I was aware that this payment was in excess of the billing, but I felt the law firm was receiving the full amount of its billed fees with the final \$4,500

payment." By testifying that he knew the firm was receiving the payment of its full billing, Mr. Savage's intent that the balance was to be a "personal bonus" to Mr. Shupe for his "good work," is made clear.

With regards to repentant statements made by Respondent, Respondent has never denied that he has an obligation to his former law firm. However, despite the testimony of Messrs. Dunn and Linebaugh, Respondent never "confessed" that he had taken the money; but rather explained his rendition of the facts and the reasons for his treating the excess payment as a personal bonus. Respondent has consistently stated that the law firm received the full benefit of its bargain with respect to the work performed for Mr. Savage.

Notwithstanding the foregoing, Respondent has also stated throughout all hearings that he should have gone to the law firm and disclosed the events surrounding the giving of the bonus. Because of this failure, Respondent admitted that his actions were not as they should have been and he agreed to repay to amount of the bonus plus interest; and in fact has repaid the principal amount of the bonus payment.

Furthermore, before coming to an agreement with his former law firm on this matter, Respondent testified (which testimony was corroborated Mr. Linebaugh) that he visited with bar counsel, Christine Burdick, and explained the entire situation to her. She informed Respondent that this was a matter between Respondent and his former law firm and that the bar was not going to get involved

in this matter. After respondent made his agreement with his former law firm, a complaint was filed after he failed to make two interest payments, but which interest payments were subsequently made.

II

THE TESTIMONY AND EVIDENCE IN F-20 ARE CONSISTENT WITH THE COURSE OF CONDUCT BETWEEN RESPONDENT AND HIS CLIENT

Based upon the testimony of Bryant Cragun (pages 62 and 63), the Panel found the following:

1. That in late 1988, Mr. Bryant Cragun agreed with a Mr. Rick Yagi and Mr. Yagi would locate a public corporation for Mr. Cragun to purchase a majority interest.
2. That in January and February of 1989, Mr. Cragun tendered via Mr. Yagi \$25,000 to Respondent's trust account to purchase stock.
3. That Cragun instructed Yagi that there would be no disbursements from the trust account until Mr. Cragun approved.
4. That Mr. Cragun never vocalized or memorialized this disbursement condition to Respondent.
5. That Respondent only attended one meeting with Messrs. Cragun and Yagi; and that Mr. Cragun instructed Respondent to assist Mr. Yagi in finding and purchasing stock in a public company.
6. That Messrs. Cragun and Yagi and Respondent had participated in similar transactions; and that Mr. Yagi had a free

hand.

7. That Mr. Yagi found a corporation he thought would suit Mr. Cragun's purposes and instruction Respondent to tender the money to purchase this stock.

Furthermore, testimony given at the October 15, 1992 hearing by Bryant Cragun corroborated the following:

1. That Respondent and Messrs. Cragun and Yagi had only one meeting together and Mr. Cragun instructed respondent to assist Mr. Yagi. (Transcription of Hearing, page 63)

2. That Respondent had worked on other transactions together that were handled similar to the transaction in question. (Transcription of Hearings, page 93)

3. That Mr. Cragun never actually instructed Respondent not to disburse funds from his trust account to Mr. Yagi unless approved by Mr. Cragun. (Transcription of Hearings, pages 92 and 93)

4. That Messrs. Cragun and Yagi handled all aspects of the acquisition of stock. (Transcription of Hearings, pages 63-64)

5. That Mr. Cragun was informed by Mr. Shupe, upon his request for return of such funds, that some of the monies had been spent by Mr. Yagi in acquiring stock in a public corporation. (Transcription of Hearings, pages 92-94)

6. That Mr. Yagi used approximately \$5,000 of the money deposited by Mr. Cragun in Respondent's trust account for personal expenses and expended approximately \$14,000 toward the purchase of stock in a public corporation. (Transcription of Hearings, pages

75-77)

7. That Mr. Yagi was sometimes given cash directly from Respondent's account.

Based upon this testimony, the following is established: that Respondent, in one meeting with Mr. Bryant Cragun, was told to assist Mr. Yagi in finding stock in a public company; that Mr. Yagi had all further dealings with Mr. Cragun; that Mr. Yagi was clothed in the color of authority to act in Mr. Cragun's name; that pursuant to instructions from Mr. Cragun (to assist Mr. Yagi) and from Mr. Yagi (to disburse monies from trust account to purchase stock); that this was consistent with prior dealings Respondent had with Messrs. Yagi and Cragun; and that monies were used to actually purchase stock in National Thoroughbred Company for Mr. Cragun's benefit.

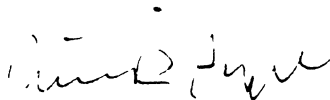
Respondent has testified throughout all the hearing, which testimony was substantiated by Messrs. Cragun and Yagi, that Mr. Cragun's funds were used to purchase stock in a public company, but that this stock was ultimately not to the liking of Mr. Cragun. Mr. Cragun then requested the return of his funds, which had been used, according to Respondent, congruent with the desires of Mr. Cragun.

Of the \$25,000 deposited with Respondent, \$13,000 has been returned. The Panel's recommendation requires repayment of the remaining \$12,000 within six (6) months of the Probationary Period. Respondent is ready to meet this requirement within the time frame set forth by the Panel.

CONCLUSION

Based on the foregoing Statement of Respondent, the statements of fact and the arguments set forth herein, Respondent respectfully urges to Court to consider that the Panel understood the seriousness of these matters; and in compiling and reviewing the testimony and evidence carefully considered and weighed the testimony and evidence before issuing its "Findings of Fact, Conclusions of Law and recommendations for Discipline. Respondent further requests the court to consider the reputations of the members of the Panel and Board of Commissioners: such individuals do not act wilfully, capriciously or erroneously in concert; and that this court affirm the Findings of Fact, Conclusions of Law and recommendations for Discipline of the Panel and the Board.

Dated this 14th day of June, 1993.



William R. Shupe, Respondent

CERTIFICATE OF SERVICE

I hereby certify that I mailed four true and correct copies of the foregoing Respondent's Brief to Wendell K. Smith, Office of Bar Counsel, Utah State Bar, 645 South, 200 East, Salt Lake City 84111.

EXHIBIT "A"

BEFORE THE BOARD OF COMMISSIONERS
OF THE UTAH STATE BAR

In The Matter of)	
the Complaint by)	
KENT LINEBAUGH	)	FINDINGS OF FACT,
	)	CONCLUSIONS OF LAW
against	)	AND RECOMMENDATIONS
	)	FOR DISCIPLINE
WILLIAM R. SHUPE)	
	)	F-519
)	
In The Matter of)	
the Complaint by)	
BAR COUNSEL)	
)	
against	)	F-520
)	
WILLIAM SHUPE)	
)	

This matter was initially set for June 24, 1992. No lay panel member was available and respondent had not received notice of hearing for matter F-519. A hearing was again held July 20, 1992, but neither bar counsel nor respondent had obtained trust checking account records from respondent's bank.

On August 3, 1992, and October 15, 1992, Matters F-519 and F-520 were heard by the Hearing Panel of the Board of Bar Commissioners, Harold L. Petersen, Chair, and Barbara K. Polich. By stipulation of all parties a lay panel member did not hear the matter.

In each of these matters the respondent William Shupe appeared pro se while the Office of Bar Counsel was represented by Wendell K. Smith. At the October 15, 1992, hearing both Bar Counsel and Mr. Shupe were granted leave to file supplemental briefs.

After hearing the evidence, receiving oral argument, and reviewing trial briefs from both parties and being otherwise fully advised, the panel makes the following Findings of Fact, Conclusions of Law, and Recommendations for Discipline.

RECOMMENDATIONS FOR DISCIPLINE

We recommend that the respondent William Shupe be placed on a one year probation with the following terms:

1. Mr. Shupe shall reimburse his former client, Bryant D. Cragun, the total amount outstanding in client funds of \$13,000. This reimbursement is to be made within six months of the start of the probationary period.

2. During the probationary period Mr. Shupe shall maintain only a single business office.

3. During the first six months of the probationary period Mr. Shupe shall accept no new Utah clients.

4. All client or trust account monies received by Mr. Shupe shall be deposited in a trust account on which Mr. Shupe is not a sole signatory and if Mr. Shupe is a signatory, the

account shall be established and maintained in such a manner that more than one licensed attorney is required to sign checks to disperse money from such trust account.

5. Mr. Shupe shall either complete 3 hours of Continuing Legal Education a portion of which must concern attorney trust accounts or Mr. Shupe shall take and pass the Multi-State Professional Responsibility Examination within the probationary period.

FINDINGS OF FACT REGARDING MATTER F-519

1. Respondent William Shupe (hereinafter "respondent") was an associate for the law firm of Jardine, Linebaugh, Brown & Dunn (hereinafter "law firm") and at material times was an attorney licensed to practice in the State of Utah and had been so for approximately two years.

2. As an associate for the law firm, respondent accepted representation of Mr. Blaine Savage.

3. Mr. Savage had previously had a business relationship with respondent's father-in-law leading to his retaining of the respondent and law firm.

4. The terms of representation of Mr. Savage were that he would be billed at an hourly rate of \$100 plus costs and expenses.

5. When the representation for which Mr. Savage had retained respondent and the law firm was completed, Mr. Savage paid to respondent what was termed by Mr. Savage as a "bonus for you" arising out of what Mr. Savage believed to be a good result from the representation.

6. Respondent chose to interpret this payment as his own personal bonus and not the property of the law firm.

7. Mr. Savage also intended this payment to be a "personal bonus."

8. Respondent did not discuss his interpretation of the "bonus" with the law firm.

9. Respondent acknowledged that he should have disclosed this payment to the law firm, however, that does not establish who was entitled to receive the funds.

10. Respondent and law firm agreed that respondent would reimburse the law firm in the amount of the payment respondent received from Mr. Savage together with interest. That agreement was memorialized in the form of a promissory note which was replaced by subsequent promissory notes adding interest.

11. The evidence was not clear nor convincing that a member of the public was either hurt or endangered as a result of the facts proven.

12. It has not been proved by clear or convincing evidence that respondent's conduct in this matter rose to the level of misappropriation, criminal conduct, dishonesty, misappropriation, theft, fraud, or deceit as set forth in the applicable Rules of Professional Conduct, including 1.13(b) and 8.4(c).

CONCLUSIONS OF LAW IN MATTER F-519

We believe the evidence has not been clear nor convincing that this "bonus" was in fact a fee. Therefore, we do not recommend sanctions regarding this matter.

FINDINGS OF FACT REGARDING MATTER F-520

Initially a default on this matter was entered, however, bar counsel agreed that evidence could be heard on the matter and presented evidence from Mr. Cragun that we find significant.

1. During the latter part of 1988 Bryant D. Cragun (hereinafter "Cragun") agreed with Richard Yagi (hereinafter "Yagi") that Yagi would make inquiries and find a publicly held corporation in which Cragun could purchase controlling interests.

2. During January and February of 1989 Cragun deposited \$25,000 in respondent's attorney trust account for the purpose of covering expenses and partial costs in acquiring the aforesaid publicly held corporation.

3. Cragun instructed Yagi that there should be no disbursements from the trust account until Cragun approved of the corporation Yagi might identify or propose for purchase.

4. There is no evidence that Cragun relayed these instructions to Mr. Shupe regarding disbursements from the trust account. Mr. Cragun does not dispute respondent's testimony that he did not receive those instructions. Cragun testified that in the only meeting between Mr. Cragun and Mr. Shupe, Mr. Cragun instructed Mr. Shupe to assist Yagi in purchasing a corporation. This at least clothed Yagi with apparent authority and justified Shupe's compliance with instructions from Yagi.

5. Mr. Cragun and Mr. Yagi had past dealings with each other wherein Mr. Yagi would find and arrange investments similar to the arrangement at issue here.

6. During those previous dealings Mr. Yagi had been given somewhat of a "free hand" in acquiring stock.

7. In addition to this transaction, Yagi was involved in numerous similar transactions both for Mr. Cragun, himself, and others.

8. Mr. Yagi identified a corporation he believed would be acceptable to Mr. Cragun based on his past dealings with him. That corporation was The National Thoroughbred Corporation (hereinafter "National").

9. A Mr. Schroder, who resided in New York State, owned or had access to National stock which Cragun could purchase. Yagi contacted Schroder and purchased some National stock.

10. Mr. Yagi cannot now recall the specific amounts of money given to Mr. Schroder for the purchase of National stock.

11. Mr. Yagi was not aware of any trust account monies being spent on anything other than expenses or stock.

12. Somewhat troubling is Mr. Yagi's admission that he may have also purchased stock in this corporation for himself thinking that he might sell the stock to Mr. Cragun or if Mr. Cragun did not want it that he would keep the stock for himself.

13. Respondent testified that it was his understanding that Cragun and Yagi were partners and that any instructions received from Yagi would be equal in authority as instructions received from Cragun. This is corroborated by Cragun's earlier noted testimony.

14. Respondent failed to obtain from Cragun or produce at trial any documents such as a retention letter setting forth who respondent's clients were and their duties and authority or setting forth the services which respondent would perform.

15. Respondent did prepare opinion letters and other documents to facilitate stock purchase transactions for the benefit of Mr. Cragun.

16. Respondent admits and the evidence is clear that respondent's record keeping with regard to his trust account was inadequate. Respondent further asserts that much of the documents reflecting what record keeping there was are lost.

17. Of the \$25,000 deposited in respondent's trust account, \$6,000 was returned to Cragun.

18. Yagi received approximately \$5,000 for expenses. Shupe received a fee of \$1,250. There were presented by the bar copies of checks totaling \$11,250 all of which was paid to Yagi except \$1,250.00 paid to Yagi's brother, Randy Yagi, for expenses. Records were not kept documenting the reasons for these disbursements.

19. Respondent testified that all of the remaining amounts were used in the purchase of stock but the available documents do not substantiate this. Some National stock documents were produced but nothing shows what was paid nor how many shares were eventually purchased.

20. On or about October 14, 1992, respondent paid an additional \$7,000 to Mr. Cragun. He has agreed to pay an additional \$13,000 to Cragun by December 31, 1992.

CONCLUSIONS OF LAW REGARDING MATTER F-520

After considering the evidence, law, and applicable ABA standards for imposing sanctions, we believe a one year probation is appropriate.

The duty violated in this matter we believe arose out of inexperience and mistakes in judgment which can be remedied. Mr. Cragun will be reimbursed all monies he deposited in respondent's trust account.

We believe respondent's inadequate accounting of Cragun's money was a matter of incompetence, however, we do not believe it has been shown by clear and convincing evidence to be criminal conduct, dishonesty, intentional misappropriation, theft, fraud, or deceit.

This is not to say that respondent's conduct was not serious nor that it does not need to be remedied by affirmative steps. Thus, we believe our recommendations appropriately address the conduct. Rule 1.13 requires complete records of account funds be kept and preserved for five years after the termination of representation. Mr. Shupe failed to comply with these requirements.

In mitigation, it was stated that the respondent had gone through a divorce which had been emotionally devastating and

which may have clouded his judgment and interfered with his performance.

In further mitigation is the fact that respondent has narrowed his practice to estate planning and has eliminated securities work from his practice.

It is noted that the trust account deficiencies occurred while respondent was a sole practitioner having little experience or training in the management of trust accounts.

Respondent is now an associate at a law firm in California where he can receive supervision in handling trust accounts and, more precisely, where his clients' funds can be deposited in an established law firm's trust account supervised by the partners of that firm. Potential injury to other clients will, therefore, be minimized by requiring respondent to use his new law firm's trust account instead of his own.

We, therefore, recommend that respondent be placed on a one year probation with the following terms:

1. Respondent will reimburse Mr. Cragun \$13,000 in addition to the \$13,000 which has already been returned to Mr. Cragun. This reimbursement will take place within six months of the start of the probationary period.

2. During the probationary period, respondent will maintain only one business office. This will reduce the


administrative complexities of maintaining two offices, one in Utah and one in California. Respondent has indicated that he intends to continually reduce his Utah client base and concentrate his practice in California. By making a single business office a term of this probation, it is not intended that respondent could not join a law firm in Utah and maintain his single business office in Utah, however, based on respondent's representations it is anticipated that his single business office will be in California.

3. Respondent shall take on no new Utah clients during the period of this probation. This will assist respondent in simplifying his practice in a single office and reduce the complications of maintaining practices in two states.

4. All client funds or other trust account funds will be deposited in a trust account of a law firm where all disbursements will require the signature of a licensed attorney other than respondent. Such attorney may be either a member of the California or Utah Bar but must be in good standing.

5. During the probationary period, respondent will complete three hours of continuing legal education on ethics some of which must deal with attorney trust accounts. If due to unavailability of such course work he is unable to do so, respondent will take and pass the Multi-State Professional Responsibility Exam within the probationary period.

DATED this 24th day of November, 1992.


Harold L. Petersen, Chair

CERTIFICATE OF MAILING

I hereby certify that on this 24th day of November, 1992, a true and correct copy of the foregoing **FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATIONS FOR DISCIPLINE** was mailed, postage prepaid, to:

William Shupe
at: 333 Civic Center Drive West
Santa Ana, CA 92701
and at: 48 West 300 South, Suite 1702
Salt Lake City, Utah 84101

Wendell K. Smith
OFFICE OF BAR COUNSEL
645 South 200 East
Salt Lake City, Utah 84111-3834

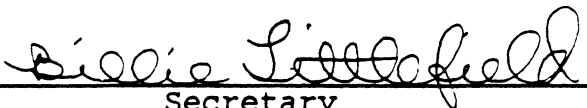

Secretary

EXHIBIT "B"

Wendell K. Smith, #3019
Assistant Bar Counsel
OFFICE OF BAR COUNSEL
645 South 200 East
SLC, UT 84111-3834
801-531-9110

BEFORE THE BOARD OF COMMISSIONERS
OF THE UTAH STATE BAR

Disciplinary Hearing Panel:
Harold L. Petersen, Chair
Barbara K. Polich

In the Matter of the	)	ORDER AFFIRMING
Complaint by	)	FINDINGS OF FACT
	)	CONCLUSIONS OF LAW AND
KENT LINEBAUGH &	)	RECOMMENDATION OF
BAR COUNSEL	)	DISCIPLINE
against)	
	)	F-519 & F-520
WILLIAM R. SHUPE)	
DOB: 08-29-54)	
ADM: 10-15-84)	

Pursuant to Rule XII(e) of the Procedures of Discipline, the Board has reviewed the Findings of Fact, Conclusions of Law and Recommendation of Discipline of the Disciplinary Hearing Panel. It hereby affirms those determinations, adopts them as its own, and incorporates them by reference into this order.

Dated this 28th day of JANUARY, 1993.

BOARD OF BAR COMMISSIONERS
By: Randy R. Dryer
Randy R. Dryer
President

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing Order was mailed to William R. Shupe, Attorney at Law at 333 Civic Center Drive West, Santa Ana, CA 92701 on this 3 day of February, 1993.

Cynthia J. Enloe