

**Clinton E. Miner**  
**(Resignation in Lieu of Disciplinary Proceedings)**

On July 22, 2024, the Idaho Supreme Court entered an Order accepting the resignation in lieu of disciplinary proceedings of Middleton attorney Clinton E. Miner. The Idaho Supreme Court's Order followed a stipulated resolution of disciplinary proceedings relating to the following conduct.

The Idaho Supreme Court found that Mr. Miner violated Idaho Rules of Professional Conduct ("I.R.P.C.") 1.2(a) [Failure to abide by a client's objectives]; 1.3 [Failure to act with reasonable diligence and promptness]; 1.4 [Failure to reasonably communicate with client]; 1.15(a) [Failure to hold client's property in connection with a representation separate from the lawyer's own property]; 1.15(d) [Failure to promptly deliver funds to which a client or third party were entitled to receive]; 1.15(e) [Failure to keep property in which two or more persons claim an interest separate until the dispute is resolved]; 8.4(c) [Engaging in conduct involving deceit]; and 8.4(d) [Engaging in conduct prejudicial to the administration of justice]. The Idaho Supreme Court's Disciplinary Order followed a stipulated resolution of an Idaho State Bar ("ISB") disciplinary proceeding in which Mr. Miner admitted that he violated those Rules.

The formal charge case related to Mr. Miner's representation of a wife ("L.G.") and husband ("J.G.") with injuries from an April 2018 auto accident. In July 2019, Mr. Miner received funds from L.G.'s settlement of her uninsured motorist claim. In August 2019, Mr. Miner distributed a portion of the settlement funds to L.G. after deducting his contingent fees and costs. Mr. Miner was to hold the balance of L.G.'s settlement funds in trust while he negotiated with L.G.'s healthcare insurer on its subrogation claim. For more than two years, Mr. Miner did not work on the case or provide updates to L.G. Mr. Miner also failed to maintain in trust the funds set aside from L.G.'s settlement to cover the healthcare insurer's subrogation claim. In March 2022, the healthcare insurer agreed to reduce its subrogation claim, but Mr. Miner failed to timely send payment to the healthcare insurer or timely respond to its demands for payment of the reduced subrogation claim. Mr. Miner ultimately paid the reduced settlement amount to the healthcare insurer. In September 2022, Mr. Miner represented to the ISB that he held the balance of L.G.'s settlement funds in trust. However, in October 2022, the ISB received notice that Mr. Miner's trust account was overdrawn, but Mr. Miner had not made payment to L.G. of the balance of her settlement funds. Mr. Miner later paid the balance of funds owing to L.G.

Mr. Miner admitted to violating I.R.P.C. 1.2(a), 1.3, 1.4 by failing to timely negotiate the healthcare insurer's subrogation claim, failing to timely paying the negotiated settlement amount to the healthcare insurer, and failing to reasonably communicate with L.G. about the status of the matter. Mr. Miner admitted to violating I.R.P.C. 1.15(a), 1.15(d), and 1.15(e) by failing to properly keep and maintain client and third party funds in a separate account and failing to promptly deliver funds to which L.G. and the healthcare insurer were entitled to receive. Mr. Miner also admitted to violating I.R.P.C. 8.4(c) and 8.4(d) by withdrawing funds from trust without properly accounting for those amounts that needed to be held in trust for L.G. and by representing to the ISB in September 2022 that he continued to hold L.G.'s funds for the subrogation claim in his trust account.

In December 2019, Mr. Miner received funds from settlement of J.G.'s uninsured motorist claim. In January 2020, Mr. Miner's firm began to receive copies of Conditional Payment Notices from the Center for Medicare and Medicaid Services ("CMS"), claiming reimbursement from J.G.'s settlement funds. Mr. Miner did not make payment to CMS from J.G.'s settlement proceeds or otherwise respond to CMS, and failed to timely communicate with J.G. about the CMS notifications. After a subsequent notice from CMS threatening to garnish J.G.'s Social Security benefits, and no communication from Mr. Miner, L.G. sent a check on behalf of J.G. to the U.S. Treasury Department to pay the debt claimed by CMS. On September 9, 2022, Mr. Miner represented to ISB that he still held \$33.98 of J.G.'s settlement funds in trust. The ISB received notice in early October 2022 that Mr. Miner's trust account was overdrawn, but Mr. Miner had not made payment to J.G. of the balance of his settlement funds. Mr. Miner later paid the balance of funds owing to J.G.

With respect to his conduct involving J.G., Mr. Miner admitted to violating I.R.P.C. 1.2(a), 1.3, 1.4 by failing to timely communicate with J.G. about CMS's Conditional Payment Notices, failing to timely pay CMS or otherwise respond to the Conditional Payment Notices, and failing to timely disburse settlement funds to J.G. or otherwise move the matter towards resolution. Mr. Miner admitted to violating I.R.P.C. 1.15(a), 1.15(d), and 1.15(e) by failing to properly keep and maintain client and third party funds in a separate account and failing to promptly deliver funds to which J.G. and CMS were entitled to receive. Mr. Miner also admitted to violating I.R.P.C. 8.4(c) and 8.4(d) by withdrawing funds from trust without properly accounting for those amounts needed to be held in trust for J.G. and by representing to the ISB in September 2022 that he continued to hold funds for J.G. in his trust account.

The Idaho Supreme Court accepted Mr. Miner's resignation in lieu of disciplinary proceedings. By the terms of the Order, Mr. Miner may not apply for admission to the Idaho State Bar sooner than five (5) years from the date of his resignation. If Mr. Miner applies for admission, he will be required to comply with all the bar admission requirements in Section II of the Idaho Bar Commission Rules and shall have the burden of overcoming the rebuttable presumption of the "unfitness to practice law."

By the terms of the Idaho Supreme Court's Order, Mr. Miner's name was stricken from the records of the Idaho Supreme Court and his right to practice law before the courts in the State of Idaho was terminated on July 22, 2024.

Inquires about this matter may be directed to: Bar Counsel, Idaho State Bar, P.O. Box 895, Boise, Idaho 83701 (208) 334-4500.