

FILED
Jan. 12, 2018
BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE
Executive Secretary

IN DISCIPLINARY DISTRICT IX
OF THE BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE SUPREME COURT OF TENNESSEE

IN RE: SCOTT ERIC CRAWFORD
BPR No. 17056, Respondent,
an Attorney Licensed to Practice
Law in Tennessee
(Olive Branch, Mississippi)

DOCKET NO. 2016-2626-0-AJ

JUDGMENT OF THE HEARING PANEL

This is a disciplinary proceeding initiated by the Board of Professional Responsibility on August 30, 2016. The case was heard on September 22, 2017, before Alex Elder, Hearing Panel Chair, Karen Campbell, Hearing Panel Member, and Timothy Kellum, Hearing Panel Member. The Board was represented by Alan D. Johnson. Scott Eric Crawford appeared *pro se*.

At the close of the trial, the Hearing Panel held the proof open until November 10, 2017, and directed the parties to submit Findings of Fact and Conclusions of Law.

FINDINGS OF FACTS

The Board called Mr. Crawford and Gloria Gifford as witnesses. The Board also introduced Exhibits 1-14. Mr. Crawford introduced Exhibits 15-16. Before addressing the issue presented, the Hearing Panel notes that Mr. Crawford acknowledged that he had been disciplined by the Board of Professional Responsibility in the past. The Board introduced three Orders of Enforcement that imposed sanctions on Mr. Crawford. (Exhibit 1) These Orders establish that on March 19, 2004, Mr. Crawford was temporarily suspended from the practice of law by agreed order pursuant to Rule 9, section 4.3 (2006). On July 5, 2005, he was summarily suspended from the practice of law pursuant to Rule 9, Section 14.1 (2006) based upon his guilty plea to several felony counts in the United States District Court of the Western District of Tennessee at

Memphis, Cr. Case Nos. 04-20103-D and 04-20150-D. He was subsequently disbarred for the same misconduct on February 28, 2008, retroactive to his summary suspension on July 5, 2005.

On October 26, 2004, Mr. Crawford was suspended from the practice of law for nine months retroactive to his summary suspension on July 5, 2005. This suspension was based upon Mr. Crawford's guilty plea for violating Disciplinary Rules for instructing his secretary to sign the name of opposing party to a court order without the party's consent, resulting in the wrongful assessment of costs against the party. This was a divorce case in which the opposing party was appearing *pro se*.

FILE NO. 26714c-9-JJ – COMPLAINANT – GLORIA J. GIFFORD

Ms. Gifford's complaint is based upon Mr. Crawford's representation of her in a personal injury lawsuit and in her dispute with an insurance company concerning coverage of her home after a fire loss.

Automobile collision case

Ms. Gifford was involved in a vehicle accident on December 11, 2001, and appears to have retained Mr. Crawford to represent her. The Board alleges Mr. Crawford failed to timely file a lawsuit with regard to this vehicle accident on behalf of Ms. Gifford. The Board introduced a demand letter from Mr. Crawford to an insurance company dated October 2, 2002, (Exhibit 3) and a letter dated October 30, 2002, addressed to Mr. Crawford offering to settle the case. (Exhibit 4) Mr. Crawford had not signed Exhibit 3; however, his name is typed at the bottom of the letter as "Scott E. Crawford, Esq. Crawford & Associates." Mr. Crawford acknowledge that he received the letter from State Farm. (Exhibit 4)

Mr. Crawford testified that he agreed to attempt to settle the case on behalf of Ms. Gifford, and told her that if the case could not be settled, she would have to retain another lawyer

to file suit because his practice did not include litigating personal injury lawsuits.

The Board did not introduce evidence of the contract between Mr. Crawford and Ms. Gifford nor did the Board introduce evidence of a malpractice case against Mr. Crawford filed by Ms. Gifford that possibly could have supported the Board's claim. Based upon the proof presented at the hearing, an offer of settlement was made to Ms. Gifford and this panel does not know if that was accepted or rejected. Proof was presented that sometime later Ms. Gifford's motor vehicle accident file was picked up by another attorney in January 2003 along with another file. While it appears that the file collection would have been after the statute of limitations for filing a lawsuit in the motor vehicle accident had lapsed, that proof is not enough to prove that Mr. Crawford violated RPC 1.1 (competence), RPC 1.3 (diligence) and DR 6-101 (A) (3) (neglect).

The Hearing Panel concludes that the Board did not meet its burden of proving that Mr. Crawford's failure to timely file Ms. Gifford's lawsuit was a violation of RPC 1.1 (competence), RPC 1.3 (diligence) and DR 6-101 (A) (3)¹ (neglect).

Fire loss issues

In addition to handling Ms. Gifford's personal injury case, Mr. Crawford agreed to assist her in a dispute with her insurance company, MetLife, related to a fire loss of her home and belongings, and her concerns about the work being performed by Easley Contractors, the company re-building her home. Before Ms. Gifford retained Mr. Crawford, MetLife or its predecessor had made partial payments for her loss. Ms. Gifford contended that she had not been paid enough, and Mr. Crawford agreed to negotiate with MetLife for additional payment on the

¹ Mr. Crawford's conduct in connection with Ms. Gifford began in 2002 and continued into 2004. Accordingly, the Hearing Panel references the Disciplinary Rules in effect until March 1, 2003, and the Rules of Professional Conduct that went into effect on March 1, 2003.

losses.

At issue in this complaint are two checks issued by MetLife. One in the amount of \$18,256.80 (Exhibit 5, check number 770006757) and one in the amount of \$78,845.04 (Exhibit 5, check number 770732040). Ms. Gifford testified that Mr. Crawford forged her name to these two checks. The Board introduced Ms. Gifford's affidavit of forgery that was signed on December 10, 2003, which states that Mr. Crawford had forged her name to the two checks and that he did not have a valid Power of Attorney nor was he authorized to disburse any money to Easley Contactors. (Exhibit 14) Ms. Gifford confirmed that she had signed the affidavit.

Check number 770006757 in the amount of \$18,256.80

Before Mr. Crawford's involvement, MetLife or its predecessor had paid a total of \$133,935.44 for her dwelling, contents and additional living expenses. (Exhibit 5, MetLife Release of All Claims) According to Mr. Crawford, he negotiated with MetLife for additional funds, which were paid on or about August 23, 2002, in the amount of \$36,627.48, for the following losses.

Dwelling Holdback	\$18,256.80
Contents Agreement	\$15,370.24
Additional Living Expenses	\$3,000.00

(Exhibit 5, MetLife letter dated August 21, 2002)

On August 22, 2002, Ms. Gifford released MetLife of further responsibility for her fire loss (Exhibit 5, Met Life Release of All Claims). She also released Mr. Crawford of all claims, and acknowledged receipt of two checks from MetLife in the amounts of \$18,256.80 and \$11,743.20 (Check numbers 770006757 and 770006758) for a total amount of \$30,000.00. (Exhibit 5, Crawford Release) Mr. Crawford testified that he received a fee of \$6,084.99 which was one third of the \$18,256.80. Ms. Gifford testified that she received the \$11,743.20 check.

Mr. Crawford testified that he received a check directly from MetLife in the amount of \$6,627.04 (Exhibit 6, check number 770006759). He testified that this represented the insurance company's payment to him for previous work he had performed negotiating final payment on behalf of Ms. Gifford. Ms. Gifford testified that she had not seen the check.

Mr. Crawford prepared a settlement sheet for the \$18,256.80, but did not give it to Ms. Gifford in August 2002. The settlement sheet was picked up from his office on January 13, 2003, by Ms. Gifford's new lawyer, along with a cashier's check from Mr. Crawford to Ms. Gifford in the amount of \$10,800.00 that Mr. Crawford testified was Ms. Gifford's share of the \$18,256.80. (Exhibit 7, receipt signed by Terry Scott and settlement sheet) The Settlement Sheet does not identify check number 770006759 in the amount of \$6,627.04 made payable to Mr. Crawford, and reads as follows:

Check amount:	\$18,256.08
Attorney fees:	\$6,084.99 (1/3)
Total expenses:	\$1,373.00
Net to Client:	\$10,798.81

The evidence establishes that Mr. Crawford had possession of the \$18,256.08 check no later than August 23, 2002. Ms. Gifford was not paid her portion of the funds until January 2003. The check payable to Ms. Gifford was not issued from Mr. Crawford's trust account. The Hearing Panel finds that Mr. Crawford did not deposit the \$18,256.80 into his trust account.

The MetLife release (Exhibit 5) shows receipt of a total amount of \$36,627.04. However, the total amount referenced in the Crawford release is \$30,000.00. Check number 770006757 from MetLife in the amount of \$6,627.04 made payable to Mr. Crawford accounts for the missing amount on the Crawford release. Mr. Crawford testified that he did not show that check to Ms. Gifford. In addition to the \$6,627.04 paid directly to Mr. Crawford, he took a fee of

\$6,084.99 from the \$18,256.08 that, according to MetLife, was for “dwelling holdback,” presumably for payment to Easley Contractors.

**Check number 770732040 dated October 1, 2002,
from MetLife in the amount of \$78,845.04**

The issue of forgery is also present in connection with Check number 770732040 in the amount of \$78,845.04, and evidence related to the forgery discussed below is also applicable to Check number 770006757 in the amount of \$18,256.08.

The Board introduced as Exhibit 10, an insurance check dated May 29, 2001, in the amount of \$78,845.04 made payable to Gloria Jean Gifford, Ocwen Federal Bank, and Shelby County Trust as well as check number 770732040 dated October 1, 2002, from MetLife in the amount of \$78,845.04 payable to Gloria Gifford, Scott Crawford and Easley Contractors, Inc. (Exhibit 5) Ms. Gifford testified that she had received the check dated May 29, 2001 and had not timely cashed it. She testified that she called the insurance company about it and was told to return the check and a new check would be issued. Ms. Gifford testified that check number 770732040 dated October 1, 2002, was the replacement check for the May 29, 2001, check. Mr. Crawford did not dispute this fact.

Mr. Crawford testified that check number 770732040 was issued to different payees than the May 29, 2001 check. He testified that check number 770732040 was sent directly to him, and he was instructed to not disburse any of the funds to Ms. Gifford because they were to be used to pay Easley Contractors. In his November 7, 2003, letter to disciplinary counsel, Mr. Crawford stated that the funds were to be used to pay the builder or be returned to the insurance company. (Exhibit 5)

Mr. Crawford testified that he took a one-third fee from the \$78,845.04 (check number 770732040), for “renegotiating” the way the check was made out. The check that was reissued was made to Scott Crawford, Ms. Gifford and Easley Contractors. Mr. Crawford’s February 9, 2004 letter to disciplinary counsel (Exhibit 9) details that from the \$78,845.04 he withheld a fee in the amount of \$26,018.86. Although his letter states he withheld “1/3” for a fee that amount is shy of one third by \$200. He testified that he paid Easley Contractors \$35,000.00 for work that had been performed, and he confirmed that he wrote the check dated October 14, 2020 drawn on the account of Crawford Law Firm and X-Roads Spots Mgt. (not on a trust account) made payable to Easley Construction. Mr. Crawford’s February 9, 2004, letter to disciplinary counsel also sets forth an accounting for this \$78,845.04 check which shows that he paid Easley (\$35,000), paid himself (\$26,018.86) and was holding the balance (\$17,826.18) in escrow as “amounts held due to contractor.” Mr. Crawford testified that the \$35,000.00 check to Easley Contractors was drawn on his operating account because he had mistakenly deposited the \$78,845.04 check into that account and not his trust account.

As noted above, Ms. Gifford testified that Mr. Crawford forged her name to the \$78,845.04 check (check number 770732040), and confirmed that she had signed an affidavit of forgery on December 10, 2003. Ms. Gifford’s signature was apparently not the only signature forged by Mr. Crawford.

Easley Contractors filed a complaint in Shelby County Circuit Court against Ms. Gifford on August 8, 2003, seeking payment of amounts due for work performed on her home. (Exhibit 8, Complaint, Docket No. CT-004457-03 and CT-004985-03) On or about September 2, 2004, MetLife filed a motion to interplead \$97,101.84 in that case. (Attachment to Exhibit 12, Met Life’s Motion for Interpleader) The Motion alleged that Easley Contractor’s name was

apparently forged in the cashing of the checks and Easley Contractors was never paid the entire amount owed. On October 18, 2004, AmSouth intervened in the case (Exhibit 11) The case was ultimately settled with a consent order. (Exhibit 13)

These pleadings which were submitted to the Hearing Panel without objection establish that MetLife filed an interpleader motion alleging that it had settled Ms. Gifford's fire loss claim for damage to her home in the amount of \$97,101.84, and the checks (numbers 770006757 in the amount of \$18,256.80 and 770732040 dated October 1, 2002, in the amount of \$78,845.04) were at one time in the possession of Mr. Crawford who had agreed to pay Easley Contractors for its work. An investigation revealed that Mr. Crawford had apparently forged the name of Easley Contractors and that Easley had not been paid the total amount due.

AmSouth's Intervening Complaint, alleged that Mr. Crawford and the law firm of Crawford and Associates maintained a checking account at the bank. The evidence supports a conclusion that Easley Contractors' name was forged on the endorsement of two checks totaling \$97,101.84 that were deposited into the account of Crawford and Associates. The checks were drawn upon the account of MetLife. Upon learning of the forgery, AmSouth refunded the total sum of \$97,101.84 to MetLife because there were insufficient funds in the Crawford and Associate's account to cover the amount refunded.

A Consent Order of Disbursement disbursing the interpleaded funds was ultimately entered on November 15, 2006, with AmSouth receiving \$32,000.00 and 25% of the remaining interest, Easley Contractors receiving \$15,000.00 and 25% of the remaining interest and Ms. Gifford receiving \$50,000.00 and 50% of the remaining interest. The Consent Order (Exhibit 13) was among the Circuit Court pleadings submitted to the Hearing Panel as evidence without objection.

Mr. Crawford testified that he had seen the pleadings in the case filed by Easley Contractors (Exhibits 8, 11-13) and that he was aware of the lawsuit filed by Easley Contractors against Ms. Gifford at around the time it was filed. When asked why he did not pay the \$17,826.18, which he was reportedly holding to pay Easley, he testified that he thought he had returned it to the insurance company.

Mr. Crawford also testified that no criminal charges were brought against him by AmSouth and that he was not a named party in the interpleader action. This fact, he argued, demonstrated that he did not forge signatures or abscond with any money.

Mr. Crawford's failure to be criminally charged for this activity and his exclusion as a party to the interpleader action does not warrant a conclusion that he did not forge signatures.

In an August 10, 2013 letter Mr. Crawford submitted to disciplinary counsel, Mr. Crawford explained, "there were several things that I did in this matter not in my normal course of business because of the fact that Mrs. Gifford was the wife of a good friend of mine and to [sic] due to her medical condition and special needs." The Hearing Panel concludes that the evidence demonstrates that more likely than not Mr. Crawford did forge Ms. Gifford's signatures on the checks and a signature for Easley Construction.

The evidence demonstrates that he took a one third fee of more than \$26,000 for getting an insurance company to reissue a check to his client and then forged her name to the check and misappropriated the funds. According to Mr. Crawford's own statement's this is how he treated relatives of his good friends who have medical and special needs issues. While Mr. Crawford also explained in a letter to disciplinary counsel that he was acting as the "paymaster" with regard to Ms. Gifford and was ensuring that the contractor was doing the work at Mr. Gifford's home, and that the contractor was being paid by the insurance company; it appears to this Panel

that the one getting routinely paid was Mr. Crawford to the detriment of his client and others.

The Hearing Panel finds that Mr. Crawford failed to deposit the \$78,845.04 check from MetLife into his trust account and failed to fully account for the funds at issue. Mr. Crawford testified that his records were seized by the FBI around the time he was indicted which was on March 2, 2004. (Exhibit 1, Order of Enforcement entered on February 28, 2008) The Hearing Panel notes that his formal response to the complaint was by letter dated November 7, 2003, which included a letter received by the Board on August 10, 2003. (Exhibit 5) Mr. Crawford engaged in additional correspondence with the Board in November 2003, and February 2004.

In the Board's letter to Mr. Crawford dated November 20, 2003, he was asked to "send copies of any and all escrow account settlement statements, fronts and back of all cancelled escrow and MetLife checks, accounting or other statements of disbursement rendered to the client or other equivalent records expressly reflecting the date, amount, and explanation for all receipts, withdrawals, deliveries and disbursement of funds to this client (to include) withdrawals and disbursements to you as purportedly earned attorney fees as well. See Tenn. Sup Ct. R. 9, §29.01(A) (1) & (2). Attorneys are required to maintain such records for a 5-year period after final disposition of the underlying matter." (Exhibit 7, ¶ (xi), pages 3-4)

At the time Mr. Crawford received this letter, and responded to it on December 12, 2003, he had not been indicted. In his response, he stated that he was in the process of getting statements from his tax preparer. (Exhibit 5, letter dated December 12, 2003) In February 2004, he responded again to disciplinary counsel and again failed to provide an accounting of the funds.

Mr. Crawford did submit a letter from his banker dated February 6, 2004, stating that his trust account with Union Planters Bank was opened on July 31, 2003 with a balance of

\$29,623.29. (Exhibit 9, attachment) As read by the Hearing Panel, the letter simply means that Mr. Crawford opened an account on July 31, 2003, and deposited \$29,623.29. Notably, this letter does not identify the source of the funds that were used to open the account, and because it is from Union Planters, it says nothing about the status of his trust account with AmSouth before July 31, 2003.

Perhaps more telling is that the \$10,800.00 check for Ms. Gifford's portion of the \$18,256.08 was not drawn on his trust account, and the \$35,000.00 check to Easley Contractors was not drawn on his trust account. The Hearing Panel does not find Mr. Crawford's testimony that he failed to deposit the October 2, 2002 check in the amount of \$78,845.04 in his trust account to be credible. Mr. Crawford had ample opportunity to provide disciplinary counsel with an accounting of these funds in 2003, and he failed to do so.

Because Mr. Crawford failed to fully account for the funds at issue, and in light of the actions of AmSouth bank refunding \$97,101.84 to MetLife, the Hearing Panel concludes that Mr. Crawford misappropriated funds.

The Hearing Panel also finds that Mr. Crawford is not entitled to collect any fees in connection with this case because he forged Ms. Gifford's signature on the two checks. He concealed from Ms. Gifford the fact that he was paid \$6,627.04 from the final payment to her in the amount of \$36,627.48. Furthermore, the \$78,845.04 check, number 770732040, was a re-issued check that had been paid to Ms. Gifford before she retained Mr. Crawford. The Hearing Panel finds that "negotiating" for a re-issued check with different payees is not worth the \$26,018.86 fee he took from the funds.

In summary, the Hearing Panel finds that:

1. Mr. Crawford forged Ms. Gifford's signature on the \$18,256.08 check and the

\$78,845.04 re-issued check.

2. Mr. Crawford did not deposit the checks into his trust account.
3. Mr. Crawford failed to adequately communicate with Ms. Gifford regarding both checks and failed to give Ms. Gifford her portion of the \$18,256.08 check in a timely fashion.
4. Mr. Crawford concealed from Ms. Gifford that fact that MetLife paid him \$6,627.04 from the \$36,627.48 final payment to Ms. Gifford.
5. Mr. Crawford failed to maintain adequate records and account for the distribution of the \$18,256.08 check and the \$78,845.04 re-issued check.
6. Mr. Crawford misappropriated at least \$17,826.18 which was the amount that he claimed he was holding in escrow from the \$78,845.04.
7. Mr. Crawford is not entitled to any fee in connection with his representation of Ms. Gifford. He took \$6,084.99 as one third fee of \$18,256.80. He took \$26,081.68 (almost one third) fee of \$78,845.04. These two together total \$32,366.67.

FILE NO. 27781c-9-JJ – COMPLAINANT – DEJUANA MATTHEWS

In relation to this complaint, the Board introduced a letter addressed to Mr. Crawford dated February 25, 2004, from Barry Gammons, the lawyer who represented the plaintiff in the case against Ms. Mathews. (Exhibit 2) In the letter, Mr. Gammons informed Mr. Crawford that he was unable to appear in court on March 8, 2004, and stated that it was his understanding that Mr. Crawford would appear and advise the Court of the need to continue the case.

Mr. Crawford testified that he did represent Ms. Mathews in General Sessions Court, and after she lost, he instructed her how to appeal the judgment to Circuit Court. He insisted that he

did not represent her in the appeal. Mr. Crawford introduced a copy of the docket sheet in Ms. Mathews' case, and he is not listed as counsel of record for Mr. Mathews. (Exhibit 16)

The Hearing Panel finds that the Board did not meet its burden of establishing that Mr. Crawford represented Ms. Mathews in her appeal to Circuit Court from the judgment entered against her in General Sessions Court. While evidence was introduced that Barry Gammon, the lawyer for the plaintiff, wrote a letter to Mr. Crawford acknowledging their agreement for Mr. Crawford to appear in Court and announce the need for an agreed upon continuance, the docket sheet introduced by Mr. Crawford establishes that he was not identified as counsel of record for Ms. Mathews.

CONCLUSIONS OF LAW

Pursuant to Tenn. S. Ct. R. 9, § 1, the license to practice law in this state is a privilege and it is the duty of every recipient of that privilege to conduct himself at all times in conformity with the standards imposed upon members of the bar as conditions for the privilege to practice law. Acts or omissions by an attorney which violate the Rules of Professional Conduct (hereinafter "RPC") of the State of Tennessee shall constitute misconduct and be grounds for discipline.

The Board is required to establish violations of the Rules of Professional Conduct by a preponderance of the evidence. Tenn. Supp. Ct. R. 9, § 15.2 (h) (2014) and Tenn. Supp. Ct. R. 9, § 8.2 (2006). The Hearing Panel concludes that the Board did not meet its burden of proof in establishing that Mr. Crawford violated Rules of Professional Conduct 1.1 (competence), 1.3 (diligence), and 1.4 (communication) in file number 27781c-9-JJ, the Mathews case. Accordingly, that complaint is dismissed with prejudice.

The Hearing Panel concludes that the Board met its burden of proof in establishing that

Mr. Crawford violated the following Rules of Professional Conduct and Disciplinary Rules related to his representation of Ms. Gifford:

- Mr. Crawford's failure to turn over Ms. Gifford's portion of the \$18,256.80 check to Ms. Gifford in a timely fashion was a violation of RPC 1.15 (d) (safekeeping client funds) and DR 9-102 (B) (1) (promptly releasing funds).
- Mr. Crawford's concealment of check number 770006759 (Exhibit 6) was a violation of RPC 8.4 (c) (conduct involving dishonesty, fraud, deceit and misrepresentation) and DR 1-102 (A) (4) (same).
- Mr. Crawford's failure to account for the funds was a violation of RPC 1.15 (d) (safekeeping client funds) and DR 9-102 (B) (3) (maintaining records of funds).
- Mr. Crawford's forgery of Ms. Gifford's name is a violation of RPC 8.4 (c) (conduct involving dishonesty, fraud, deceit and misrepresentation) and DR 1-102 (A) (4) (same).
- Mr. Crawford's failure to adequately communicate with Ms. Gifford about the status of her cases was a violation of RPC 1.4 (communication) and DR 7-101 (A) (keeping client reasonably informed).

When disciplinary violations are established by a preponderance of the evidence, the appropriate discipline must be based upon application of the ABA Standards for Imposing Lawyer Sanctions, ("ABA Standards") pursuant to Section 15.4, Rule 9 (2014), Section 8.4, Rule 9 (2006) of the Rules of the Supreme Court.

The following ABA Standards apply in this matter:

- 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
- 4.41 Disbarment is generally appropriate when:

- (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
- (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
- (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.

4.42 Suspension is generally appropriate when:

- (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or
- (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

4.51 Disbarment is generally appropriate when a lawyer's course of conduct demonstrates that the lawyer does not understand the most fundamental legal doctrines or procedures, and the lawyer's conduct causes injury or potential injury to a client.

4.52 Suspension is generally appropriate when a lawyer engages in an area of practice in which the lawyer knows he or she is not competent, and causes injury or potential injury to a client.

4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a client with the intent to benefit the lawyer or another, and causes serious injury or potential serious injury to a client.

5.11 Disbarment is generally appropriate when:

- (a) a lawyer engages in serious criminal conduct a necessary element of which includes intentional interference with the administration of justice, false swearing, misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses.
- (b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

- 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.
- 8.1 Disbarment is generally appropriate when a lawyer:
 - (b) has been suspended for the same or similar misconduct, and intentionally or knowingly engages in further similar acts of misconduct that cause injury or potential injury to a client, the public, the legal system, or the profession.

AGGRAVATING FACTORS

Pursuant to ABA Standard 9.22, the following aggravating factors are present in this case:

1. Mr. Crawford's dishonest and selfish motive is an aggravating circumstance justifying an increase in discipline to be imposed.
2. Mr. Crawford's multiple offenses are an aggravating circumstance justifying an increase in discipline to be imposed.
3. The vulnerability of Mr. Crawford's client is an aggravating circumstance justifying an increase in discipline to be imposed.
4. Mr. Crawford's pattern of misconduct is an aggravating circumstance justifying an increase in discipline to be imposed.
5. Mr. Crawford's substantial experience in the practice of law, having been licensed in 1995, is an aggravating circumstance justifying an increase in the discipline to be imposed.
6. Mr. Crawford's prior disciplinary offenses are an aggravating circumstance justifying an increase in the discipline to be imposed

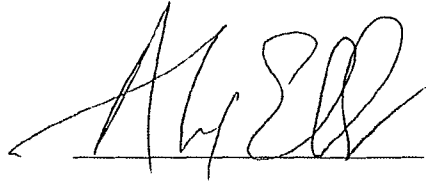
CONCLUSION

1. Pursuant to the ABA Standards, taking into account the aggravating factors, the Hearing Panel finds that Mr. Crawford should be disbarred from the practice of law and ordered to pay restitution.
2. Pursuant to Tenn. Sup. Ct. R. 9, § 4.7, Mr. Crawford shall be required to make

restitution to Ms. Gifford in the amount of \$32, 366.67. This is separate and apart from anything Mr. Crawford may owe Ms. Gifford as a result of separate civil litigation arising from his representation of her in an automobile case. Payment of restitution referenced here is a condition precedent to any reinstatement.

3. If Mr. Crawford ever seeks reinstatement of his license the following must be satisfied before the filing of the petition: the completion of a practice and professionalism enhancement program; the completion of all continuing legal education courses; and the making of restitution to Ms. Gifford as set forth above.
4. As a condition of his reinstatement, if any, Mr. Crawford shall be assigned a practice monitor pursuant to Tenn. Sup. Ct. R. 9 § 12.9 (a)(b)(duties to be determined by a panel hearing a petition for reinstatement) and Mr. Crawford is to pay all costs of proceedings in addition to other requirements imposed by a panel considering any petition for reinstatement.

ENTERED THIS THE 12 DAY OF JANUARY, 2018.



Alex C. Elder, Panel Chair

Karen M. Campbell

Karen M. Campbell, Panel Member

by Alex Elder
Panel Chair
(w/permission)

Timothy Kellum

Timothy Kellum, Panel Member

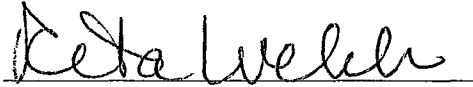
by Alex Elder
Panel Chair
(w/permission)

NOTICE

This judgment may be appealed by filing a Petition for Review in the appropriate Circuit or Chancery Court in accordance with Tenn. Sup. Ct. R. 9, § 33.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been sent to Respondent, Scott Eric Crawford, 470 Estanaula Road, Collierville, TN 38017, by U.S. First Class Mail, and hand-delivered to Alan D. Johnson, Disciplinary Counsel, on this the 16 day of January, 2018.

A handwritten signature in black ink, appearing to read "Rita Webb", written over a horizontal line.

Rita Webb
Executive Secretary