

13. M. Pruett had spoken to another attorney about handling her case, but she decided to use Mr. Skouteris because of their prior relationship.
14. According to Ms. Pruett, Mr. Skouteris promised to represent her without charge and without taking one-third of any recovery she received due to their prior relationship.
15. Mr. Skouteris never presented Ms. Pruett with a written contingency fee agreement.
16. Following their original agreement, Mr. Skouteris did not communicate with Ms. Pruett about the status of settlement until a few months after the settlement was received.
17. In the middle of 2007, Mr. Skouteris informed Ms. Pruett that he had settled her case.
18. Although he told her the amount, he did not provide her with any paperwork demonstrating the amount of the settlement.
19. Until the middle of 2007, Ms. Pruett was unaware that Mr. Skouteris was making efforts to settle the case.
20. He never sought her signature for a settlement agreement, release, or any other type of document.
21. Mr. Skouteris received \$197,480.00 in settlement funds on behalf of Ms. Pruett.
22. He deposited the settlement into his trust account on April 16, 2007, as reflected by his deposit slip and the check from Southern Farm Bureau Casualty Insurance Company.
- ...
24. The trust account statement for the period April 13, 2007 to May 14, 2007 also reflects an ending balance for that month of \$204,662.28, including the Pruett settlement deposit.
25. The statement for the next month, May 14, 2007 to June 14, 2007, shows that the ending balance was less than Ms. Pruett's total settlement amount.

26. However, Ms. Skouteris did not make a payment to any of Ms. Pruett's medical providers or to Ms. Pruett in the time between the April and May statements.
27. In the following months, the balance in Mr. Skouteris' trust account continued to decrease below the settlement account.
28. In June 2007, Mr. Skouteris began sending Ms. Pruett payments once or twice a month.
- ...
31. Two (2) of the payments to Ms. Pruett were drawn on Mr. Skouteris' personal checking account.
- ...
33. Ms. Pruett testified that she never requested that her portion of the settlement be sent to her in small increments.
34. Throughout this period Ms. Pruett suffered financial distress which affected her credit rating and her ability to get a school loan.
- ...
39. Mr. Skouteris paid one medical bill, to Cynthia Mealor, on November 3, 2007.
40. Other than the Mealor check and the payments made to Ms. Pruett, no other withdrawals had been made from the settlement as of June 2008.
- ...
42. Mr. Skouteris maintains that he was holding approximately \$80,000.00 in his trust account in order to ensure that a lien to the Regional Medical Center "the Med" was covered.
43. However, the trust account records demonstrate that beginning May 14, 2007 until August 2008, Mr. Skouteris did not maintain a balance sufficient to cover the amount remaining in Ms. Pruett's settlement.
44. Mr. Skouteris informed Ms. Pruett on many occasions that the medical bills had been paid, which was false.
- ...

47. In July, Ms. Pruett was frustrated with the lack of communication regarding the status of her settlement.
48. She sent an e-mail to Mr. Skouteris on July 23, 2008 requesting a meeting an requesting that he be prepared to show her documentation of the settlement balance, payments to medical providers, and an explanation regarding the Medical lien.
49. Ms. Pruett met with Mr. Skouteris on July 30, 2008; however, he did not provide her with any of the documentation she was requesting.
50. In fact, some of the medical bills that remained to be paid in her case were negotiated by Mr. Skouteris only after their meeting, in August 2008, including Audobon Orthopedics (\$887.00), Southern Orthopedic (\$463.02), and the Med (\$1,348.39).
51. Mr. Skouteris has never paid the amount due to Blue Cross Blue Shield (\$19,191.00).
- ...
53. In August 2008, following his meeting with Ms. Pruett and more than a year after receiving the settlement proceeds, Mr. Skouteris' trust account only had a balance of \$1,361.51.
54. In August 2008, Ms. Pruett hired attorney Mark Vorder-Bruegge to assist her in recovering her settlement proceeds from Mr. Skouteris.
55. Mr. Vorder-Bruegge sent a letter to Ms. Skouteris on August 20, 2008 requesting a complete accounting of all monies received and disbursed in connection with Ms. Pruett's settlement.
56. Mr. Skouteris responded to Mr. Vorder-Bruegge by letter dated August 28, 2008 stating that he was enclosing a settlement sheet and copy of the Med lien for \$82,097.35. Further, Mr. Skouteris acknowledged that he had sent Ms. Pruett a total of \$67,500.00 as of that date.
57. Although the settlement sheet he provided Mr. Vorder-Bruegge reflected that the Med was owed \$82,097.35, Mr. Skouteris had already paid the Med the reduced amount of \$1,343.34 on August 5, 2008.

58. In fact, Mr. Skouteris had received notice over two years earlier that Revenue Recovery Corporation was only requesting \$1,348.34 as payment to the Med.
59. Despite Mr. Skouteris' statements that he was withholding approximately \$80,000.000 in case the Med decided to collect on the original amount, he had not been keeping that amount in his trust account.
- ...
61. On October 30, 2008, Mr. Vorder-Bruegge sent another letter advising Mr. Skouteris that his previous response had been deficient. Mr. Vorder-Bruegge requested documentation of the settlement amount, payments, billing, etc.
62. Having received no response, Mr. Vorder-Bruegge wrote another letter to Mr. Skouteris on November 21, 2008 expressing disappointment that Mr. Skouteris had not responded and alerting Mr. Skouteris to Ms. Pruett's need for money.
63. On December 1, 2008, Mr. Skouteris responded that he was gathering the requested information and that he would be glad to send Mr. Pruett \$2,000.00.
64. Mr. Skouteris did not send Ms. Pruett \$2,000.00.
65. On July 3, 2009, Mr. Skouteris sent a check from his trust account, number 3184, for \$32,018.05 to Mr. Vonder-Bruegge for Ms. Pruett.
66. Mr. Skouteris did not have a sufficient balance in his trust account to cover the check, although it appears the bank honored it.
- ...
71. Other than when the total settlement was deposited, Mr. Skouteris never had a balance sufficient to cover the \$80,000.00 he said he was withholding for the Med, Ms. Pruett's proceeds, the remaining payments to other medical providers, and his legal fees.
- ...
78. Two and a half years after Mr. Skouteris received the Pruett settlement funds, he distributed a total of \$96,518.05 of the \$197,480.00 settlement

proceeds to Ms. Pruett in twenty-seven "installments" between June 12, 2007 and July 2, 2009.

79. He paid a total of \$7,944.29 to her medical providers between November 2007 and August 2008, not including Blue Cross Blue Shield which he never paid.
80. During the same time period that Mr. Skouteris was holding Ms. Pruett's settlement proceeds, he was continuing to make deposits and withdrawals from his trust account in relation to other cases.
82. In July 2009, the same month in which he sent \$32,018.05 to Mr. Vorderbruegge for Ms. Pruett, his ending balance was -\$3,360.69.
83. On July 15, 2009, Mr. Skouteris deposited a check from his brother's personal checking account in the amount of \$15,000.00.
84. Mr. Skouteris states that this was his portion of a fee; however, he cannot explain why he deposited an earned fee into his trust account.
85. With the deposit of this check, his trust account balance was positive again.
86. The balance in Mr. Skouteris' trust account should have been at least the amount he owed to Ms. Pruett; however, his account records demonstrate deficiencies for his other cases as well.

Jacqueline Baker case

...

90. Mr. Skouteris represented..Jacqueline Baker [a minor], in a personal injury action resulting from an automobile accident occurring in November 2007.
91. The case settled for \$100,000.00.
93. The Order provided that Jacqueline's father, Steve Baker, would receive his daughter's portion of the funds.
94. Mr. Skouteris testified that Mr. Baker asked him to keep Jacqueline's portion of the funds in trust until he could decide what kind of investment to make.
95. Mr. Skouteris agreed to keep the money in his trust account.
96. The \$100,000.00 settlement was deposited into the trust account on September 19, 2008.

97. On September 24, 2008, Mr. Skouteris disbursed \$10,900.00 to Mr. Baker for Jacqueline's dental care, by check number 3155.
- ...
100. Over the next year, Mr. Skouteris wrote checks for Jacqueline's school expenses such as Sylvan Learning Center (check no. 3160, \$599.00) and Christian Brothers University (check no. 3182, \$450.00).
- ...
102. In August and September 2009, Mr. Skouteris paid partial proceeds directly to Jacqueline (check no. 3187, \$3,500.00 and check no. 3189, \$1,500.00).
103. As mentioned above, Mr. Skouteris' trust account balance had a negative balance in July 2009 thus demonstrating that not only were Tiffany Pruett's funds depleted, but Jacqueline's proceeds were also missing from his trust account.
104. In January 2010, his trust account only held a balance of \$928.38.
105. On February 4, 2010, Mr. Skouteris wrote check number 3196 to Jacqueline Baker, in the amount of \$17,564.
106. Mr. Skouteris was charged a fee for insufficient funds; however, it appears the bank honored the check.
107. At the end of January 15, 2010 to February 12, 2010 statement period, Mr. Skouteris only had \$131.38 in his trust account.
108. On February 26, 2010, Mr. Skouteris wrote another check to Jacqueline in the same amount.
109. The only deposits made to Mr. Skouteris' trust account during the January to March 2010 period were the proceeds of other clients.
110. [T]he February 26, 2010 check to Jacqueline appears to have cleared due to deposits from Nationwide Insurance and Montgomery Insurance payable to other clients.

Gary Crawford case

- ...
114. Mr. Crawford hired Mr. Skouteris on or around January 15, 2008 for representation following an automobile accident.

115. On June 4, 2008, a settlement was reached for \$6,500.00.
116. The settlement check was deposited into Mr. Skouteris' trust account on June 11, 2008.
117. Mr. Skouteris has admitted that he did not have a written contingency fee agreement with Mr. Crawford.
118. At the time Mr. Crawford's settlement was deposited into the trust account, on June 11, 2008, the balance in the trust account was \$7,745.92.
119. The next month, the ending balance was less than the total amount of Mr. Crawford's settlement amount; however, Mr. Skouteris had not yet made any disbursements from the account in relation to Mr. Crawford's case.

Danzel Davis case

...

125. Mr. Skouteris represented Danzel [Davis] in a premises liability matter while Danzel was still a minor.
126. On June 23, 2009 and June 30, 2009, Mr. Skouteris deposited settlement proceeds into his trust account on behalf of Danzel.
127. On June 23, 2009, a check from Memphis Light, Gas and Water "MLGW" in the amount of \$2,500.00 was deposited.
128. On June 30, 2009, a check from First Specialty Insurance Corporation in the amount of \$6,500.00 was deposited.

...

[Danzel reached majority by October 30, 2009]

132. Mr. Skouteris did not disburse the money to Danzel until a year later.
133. The same month that Danzel's proceeds were deposited into Mr. Skouteris' trust account, Mr. Skouteris ended the statement period with a negative balance.
134. Danzel's proceeds were immediately lost due to the insufficient funds in the account.
135. As mentioned above, in July 2009, the account was lacking Tiffany Pruett's remaining funds, Jacqueline Baker's funds, and Mr. Crawford's funds.

136. As mentioned..above, Mr. Skouteris deposited an earned fee of \$15,000.00 into the account and the balance was again positive.
137. However, in the months following, the trust account balance dropped below the balance that should have remained in the account as representing Danzel's settlement proceeds.

Justin Levick case

138. Mr. Skouteris represented Mr. Levick in a personal injury case after Mr. Levick sustained a knee injury in an automobile accident in August of 2010.
139. Mr. Skouteris did not utilize a written contingency fee agreement.
140. The case settled for \$3,000.00, which was deposited into Mr. Skouteris' trust account on November 12, 2010.
141. At one point during October to November 2010 statement period, Mr. Skouteris had another negative balance in the account.
142. During the next few months, the trust account balance dipped below the total amount of the settlement; however, no disbursements had been made in Mr. Levick's case.
143. It was not until August 15, 2011 that Mr. Skouteris disbursed the funds to Mr. Levick, by check number 3234.
144. Notably, this occurred after Mr. Levick filed a complaint with the Board.

Valerie Cox case

...

148. Ms. Cox was injured in an automobile accident on August 25, 2008. She hired Mr. Skouteris to represent her a few days later.
149. On May 15, 2009, State Farm Mutual Insurance Company issued a check for \$12,000.00.
150. Mr. Skouteris signed the back of the check and wrote his operating account number on the back of the check.
151. Mr. Skouteris previously informed the Board that he believed that the operating account number was in error and that the money was deposited into his trust account.
- 151.[sic] However, there is no record of this deposit into the trust account.

152. Prior to receiving the settlement, Mr. Skouteris had been alerted that the Florida child support enforcement held a lien for unpaid child support against Ms. Cox.
153. Mr. Skouteris has never disbursed any of the proceeds to either the State of Florida or to Ms. Cox.

Prior Disciplinary Sanctions

154. On July 18, 1997, Mr. Skouteris received a private informal admonition due to his failure to pay clients medical providers from settlement proceeds in a timely manner.
155. On July 10, 2000, Mr. Skouteris received a public censure for withholding money from settlement proceeds for payment to medical providers and then did not pay the medical providers. The monies withheld were not in his trust account at all times.
156. On November 21, 2003, Mr. Skouteris received a private informal admonition for failing to timely file a lawsuit on behalf of a client and then failed to advise the client of his neglect.

...

The Panel drew the following Conclusions, based on the findings of fact:

CONCLUSIONS OF LAW

...

Conversion of Client Property; Failure to Properly Maintain Attorney Trust

Account

160. The Board has demonstrated by a preponderance of the evidence that Mr. Skouteris violated the Rules of Professional Conduct 1.15(a) and (c), and 8.4(a),(b),(c), and (d) by failing to account for and maintain client proceeds in his trust account.
161. Mr. Skouteris failed in his fiduciary duty to his clients by failing to keep their settlement funds protected at all times. "Attorneys have a fiduciary relationship with their clients and, therefore, must deal with them with the

utmost good faith. (*citations omitted*) The fiduciary relationship arises when a client first consults an attorney and extends to all dealings between the attorney and the client, including the process by which the attorney and client reach an agreement concerning the terms of employment.” *Alexander v. Inman*, 903 S.W.2d 686, 693 (Tenn. Ct. App. 1995) *citing Cummings v. Patterson*, 59 Tenn. App. 536, 541, 442 S.W.2d 640, 643 (1968); *ABA Comm. on Ethics and Professional Responsibility, Informal Op. 86-1521* (1986).

162. The evidence demonstrates that Mr. Skouteris has failed to maintain a balance in his trust account sufficient to cover the proceeds of multiple clients throughout 2007 to present.
163. His prior disciplinary demonstrates that he had been put on notice by the Board as far back as 1997 that his failure to timely pay medical providers and maintain funds in his trust account constitutes ethical misconduct.
164. The most egregious violation in this matter is the conversion of client funds.
165. Ms. Pruett and Ms. Cox have both been deprived of their total settlement funds due to Mr. Skouteris’ failure to timely distribute the funds.
166. It is apparent that he did not properly hold their money in trust. There is no other explanation for his steadfast failure to distribute the remaining settlement proceeds to Ms. Pruett despite repeated demands for the funds. He failed to pay Blue Cross Blue Shield in her case; thereby causing actual and serious injury to Ms. Pruett.
167. In the Pruett matter, Mr. Skouteris abused the trust of his client by failing to ensure that the medical bills were paid in full and in a timely manner. Notably, the Blue Cross Blue Shield Bill for over \$19,000.00 was never paid, causing actual and serious injury to Ms. Pruett.
168. Mr. Skouteris’ explanation that he could not release the entire settlement because he needed to reserve approximately \$80,000.00 in the event the Med would demand more than they were claiming was due was not credible. In the first place, he did not keep even a minimum balance of \$80,000.00 in trust. Further, in the months following the deposit of Ms. Pruett’s settlement

into his account in 2007, the balance in his account fell short even before any of the medical payments had been disbursed.

169. Throughout this period, the balance in his account only increased due to deposits related to other clients' cases.
170. It is obvious that Mr. Skouteris converted funds in his trust account for personal use in that he utilized any funds available to keep his practice afloat and to make payments to others and to make withdrawals for himself.
171. In the Cox matter, Mr. Skouteris converted her settlement proceeds by depositing them into his operating account. This is clear proof of conversion of client funds.
172. According to Mr. Skouteris, he kept Ms. Cox's settlement proceeds because he does not know what to do with them and he is ready to distribute the funds.
173. However, since he did not maintain these funds in trust, it is obvious that he intends to reimburse Ms. Cox from personal funds. Mr. Skouteris has derived personal benefit from Ms. Cox's settlement proceeds since the money was received.
174. The activity in his trust account from June to July 2009 is particularly revealing. In that month, he wrote a check to Tiffany Pruett for which he did not have sufficient funds. The proceeds for the Baker and Crawford cases were no longer in the account. The proceeds deposited on behalf of Danzel Davis were immediately consumed to satisfy other withdrawals made when the account had a negative balance.
175. Conversion has been defined as "any unauthorized use of client's funds entrusted to him, including not only stealing but also unauthorized temporary use for the lawyer's own purpose, whether or not he derives any personal gain or benefit therefrom." *In re Wilson*, 81 N.J. 451, 455 n.1, 409 A.2d 1153, 1155 n.1 (1979).
- ...
177. In the Baker, Crawford, Levick, and Davis cases, Mr. Skouteris demonstrated an egregious pattern of mishandling his clients' funds.

178. By the time he disbursed Jacqueline Baker's funds to her, it was obvious that he had not maintained the remaining balance in trust.

179. In the Crawford and Levick cases, the settlement proceeds were not held in full due to Mr. Skouteris using the funds in his trust account for other clients.

...

Failure to Use a Written Contingency Fee Agreement

181. The Board has demonstrated by a preponderance of the evidence that Mr. Skouteris violated Rules of Professional Conduct 1.5(c) and 8.4(a) by failing to secure written contingency fee agreements.

182. Mr. Skouteris has admitted that he did not use written fee agreements in any of these cases.

183. RPC 1.5(c) states, in part, "[A] contingent fee agreement shall be in writing, signed by the client, and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of litigation, settlement, trial, or appeal; other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated."

184. In addition to the failure to ensure that the terms of his fee were clearly reduced to writing at the beginning of representation, he failed to comply with RPC 1.5 regarding his duties at the end of the representation. RPC 1.5(c) states "...Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and whether there was a recovery, and showing the remittance, if any, to the client and the method of its determination."

...

Failure to Communicate, Lack of Diligence, Incompetence

187. The Board has demonstrated by a preponderance of the evidence that Mr. Skouteris violated Rules of Professional Conduct 1.1, 1.3, and 1.4 due to his negligence and failure to communicate with his client.

188. Rule of Professional Conduct Rule 1.3 requires that a lawyer “act with reasonable diligence and promptness when representing a client.”
189. Rule of Professional Conduct Rule 1.4 requires that an attorney adequately communicate with his clients so that they are informed about the status of their cases.
190. Ms. Pruett repeatedly asked Mr. Skouteris to provide an accounting of her funds. His misconduct is demonstrated by his failure to produce a settlement sheet until [her lawyer] requested one, and then by providing a substantially different sheet to the Board during the investigation.
191. Further, he failed to act in a diligent matter by waiting over two years from the settlement to pay Ms. Pruett’s medical bills. The issue of the Med lien aside, he still waited two years to pay the other medical bills. Finally, he never paid the Blue Cross bill.

...

194. Rule of Professional Conduct 1.1 requires that an attorney “provide competent representation to a client.” Rule 1.1 further states that competent representation “requires legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.”
195. Although Mr. Skouteris appears to focus on personal injury cases, his failure to keep proper records and to use acceptable accounting practices demonstrates that he does not have the knowledge or skill, thoroughness or preparation to be trusted with clients’ property.

...

Based on the above findings and conclusions, the Panel entered the following judgment:

In light of the Findings of Fact and Conclusions of Law and the aggravating factors set forth above, the Hearing Panel hereby finds that the Respondent, George Skouteris, should be disbarred. Further, as a condition precedent to any subsequent reinstatement to the practice of law, the

Hearing Panel further finds that the Respondent should be required to pay restitution to Tiffany Pruett and Valerie Cox.

Review Under Supreme Court Rule 9

After providing for a review of the Panel's decision "in the manner provided by Tenn. Code Ann. § 27-9-101 et. seq.," Supreme Court Rule 9 § 1.3 describes the power of the reviewing Court:

...The court may reverse or modify the decision if the rights of the petitioner have been prejudiced because the panel's findings, inferences, conclusions or decisions are: (1) in violation of constitutional or statutory provisions; (2) in excess of the panel's jurisdiction; (3) made upon unlawful procedure; (4) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; or (5) unsupported by evidence which is both substantial and material in the light of the entire record.

In determining the substantiality of evidence, the court shall take into account whatever in the record fairly detracts from its weight, but the court shall not substitute its judgment for that of the panel as to the weight of the evidence on questions of fact...

In this Court Mr. Skouteris does not seriously dispute the Panel's findings and conclusions. His primary basis for seeking a reduction in his punishment is that the Board of Professional Responsibility "stacked" the Baker, Crawford, Levick and Davis cases in the proceeding before the Panel in order to enhance the punishment for the admitted rule violations in the Pruett and Cox cases. According to his brief, the other cases "in and of themselves were not of the type or nature that would ordinarily justify referral to a Hearing Panel...It was the cumulative effect that the Board sought and obtained by amending and adding these complaints." If these cases were ignored, Mr. Skouteris argues that the proper punishment would be "suspension for five years with three years of the suspension served on probation."

This Court disagrees with Mr. Skouteris' contention that the Baker, Crawford, Levick and Davis cases are of such minor significance that they shouldn't have been included in the proceedings before the Panel. The point is not that some of the clients may have ultimately received all their funds. The real point is that each case shows the same pattern of client funds disappearing in Mr. Skouteris' trust account. Even if he intended to pay his clients all they had coming, conversion of their property is a serious violation of the Rules of Professional Conduct. See Supreme Court Rule 8 § 1.15(a)(c) and (d).

It is also one of the acts that justifies the ultimate punishment of disbarment, according to the ABA Standards for Imposing Lawyer Sanctions.

The Panel in this case considered ABA Standard 4.1 which states: "Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client."

It should be noted that the standard does not require that a client be actually harmed by a conversion. "Potential" injury is enough to justify disbarment as a sanction for converting a client's property. However, the Panel in this case found an actual injury in the Pruett and Cox cases and imposed the ultimate penalty. The other cases caused potential injuries; and while they, taken individually or as a whole, may not have resulted in Mr. Skouteris' disbarment, they do show a pattern of prohibited behavior. The Panel found this to be an aggravating factor.

In addition to the serious charge of converting client property, the Panel also found that Mr. Skouteris knowingly deceived Ms. Pruett when he told her her medical bills had been paid when they had not. The ABA standards also provide that disbarment is generally appropriate when: (1) a lawyer knowingly deceives a client with the intent to benefit the lawyer or another and causes injury or potential injury to a client (§4.6); (2) 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 (§5.11); or (3) a lawyer knowingly engages in conduct that is a violation of a duty owed to the profession 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 (§7.0).

Mr. Skouteris had been suspended twice for failing to disclose settlement proceeds and for failing to keep settlement proceeds in his account at all times. The Panel has also found that his prior disciplinary record was an aggravating factor.

Based on the record as a whole, this Court finds that the Panel's judgment is supported by substantial and material evidence and is not arbitrary or capricious. Mr. Skouteris does not argue that the decision violated any constitutional or statutory provisions, is in excess of the Panel's jurisdiction, or was made upon unlawful procedure.

It is therefore ORDERED, that the Panel's judgment is affirmed in all respects, and that the petition be dismissed at the cost of the petitioner.

Entered this 6th day of March, 2013.

Ben H. Cantrell
Ben H. Cantrell, Senior Judge

Certificate of Service

The undersigned hereby certifies that a true and exact copy of the foregoing document has been served this 6th day of March, 2013, via U.S. Mail with sufficient postage thereon, upon:

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