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BOARD OF PROFESSIONAL
RESPONSIBILITY

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

IN RE: PAUL JAMES SPRINGER, SR.
BPR #21267, Respondent,
An Attorney Licensed to Practice
Law in Tennessee
(Shelby County)

DOCKET NO. 2012-2170-9-SG

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The hearing panel of the Board of Professional Responsibility of the Supreme Court of Tennessee (hereinafter called the "Board") consisting of Nathan Bicks (panel chair), Leah Roen and Hayden Lait (hereinafter collectively called the "Hearing Panel") submits the following findings of fact and conclusions of law and judgment in the above styled matter:

This matter came to be heard on the 4th day of October, 2013 for final hearing on the Board's Petition for Discipline before the Hearing Panel. A. Russell Willis, Disciplinary Counsel, appeared for the Board and Paul James Springer appeared pro se.

STATEMENT OF THE CASE

This is a disciplinary proceeding against the Respondent, Paul James Springer, an attorney licensed to practice law in Tennessee in 2001.

1. A Petition for Discipline, Docket No. 2012-2170-9-SG, was filed on November 2, 2012, and served upon Mr. Springer by Certified Mail.

2. On November 20, 2012, Mr. Springer requested an additional thirty (30) days to retain counsel and respond to the Petition for Discipline.

3. An Order Granting Extension To Late-File Response was entered on November 21, 2012, allowing Mr. Springer until December 21, 2012, to file his response.

4. On December 22, 2012, Mr. Springer requested an additional extension until December 27, 2012, to respond to the Petition for Discipline.

5. An Order Granting Extension To Late-File Response was entered on December 26, 2012, allowing Mr. Springer until December 27, 2012, to file his response.

6. On January 2, 2013, Mr. Springer filed an Answer.

7. The Hearing Panel was appointed on January 14, 2013, and a Case Management Conference was held on February 13, 2013.

8. Final Hearing was initially set for June 28, 2013.

9. The Board filed its Pre-Trial Brief, Witness List and Exhibit List on June 18, 2013.

10. On June 20, 2013, a pre-trial conference was conducted, and the Final Hearing was continued to August 14, 2013, at the request of Mr. Springer.

11. A Second Scheduling Order was entered on June 24, 2013, setting the Final Hearing for August 14, 2013.

12. On August 20, 2013, a Third Scheduling Order was entered at the request of Mr. Springer re-setting the Final Hearing for October 4, 2013.

13. Mr. Springer did not file a Witness List or Exhibit List.

STATEMENT OF THE FACTS

14. Initially, three (3) separate complaints were set forth in the Petition for Discipline. The Board, through Disciplinary Counsel, dismissed without prejudice the Complaint of Eric Waddell, Sr., File No. 33757-9-PS.

15. The matter proceeded on the remaining two (2) complaints, File No. 35299-9-PS brought by the Board and File No. 35350c-9-PS brought by Vequitia Todd Barnes. Ms. Barnes appeared personally and testified at the final hearing.

File No. 35299-9-PS (Board)

16. Certified copies of Mr. Springer's Trust Account Bank Statements beginning September of 2007 and ending October of 2011 were admitted into evidence as Collective Exhibit 14. At the hearing and in subsequent filings, Mr. Springer objected to the admissibility of the Trust Account Bank Statements. The Hearing Panel overruled the objection, found them relevant to the issues presented by the Petition for Discipline and the defenses argued by the Respondent, and ruled them admissible at the hearing, and that ruling is hereby affirmed.

17. Certified copies of Mr. Springer's Trust Account Deposits beginning October, 15, 2007, and ending October 19, 2011, were admitted into evidence as Collective Exhibit 15.

18. During the relevant time period at issue, Mr. Springer maintained an IOLTA Trust Account at First Tennessee Bank in Memphis, Tennessee. The name on the Trust Account was Law Office of Paul J. Springer IOLTA and the last four (4) digits of Mr. Springer's account number were 0241.

19. Mr. Springer also maintained his law firm operating and personal checking accounts at First Tennessee Bank in Memphis, Tennessee. Mr. Springer's law firm Operating Account ended in 0248

20. Beginning in July of 2008, Mr. Springer's Trust Account was used to pay business expenses of the law firm.

21. For example, on July 10, 2008, three (3) separate withdrawals from his Trust Account of \$121.03, \$121.03 and \$524.87 were made by Paychex and used to pay the salary of Charlotte Richardson, an employee of the law firm. On July 17, 2008, separate withdrawals of \$121.03 and \$524.87 were made by Paychex and used to pay the salary of Charlotte Richardson. On July 31, 2008, a withdrawal of \$524.87 was made by Paychex and used to pay Ms. Richardson's salary.

22. To cover these business withdrawals and prevent an overdraft of the Trust Account, Mr. Springer authorized online bank deposit transfers from his law firm's Operating Account to the Trust Account.

23. For example, on July 17, 2008, Mr. Springer authorized the transfer of \$700.00 from his law firm's Operating Account to the Trust Account. On July 31, 2008, Mr. Springer again authorized the transfer of \$700.00 from the firm's Operating Account to the Trust Account.

24. From July through November of 2008, the Trust Account was continuously accessed by Paychex and used to meet payroll for Mr. Springer's law firm.

25. In December, 2008, and January, 2009, the Trust Account was accessed by AT&T and used to pay Mr. Springer's cell phone bill.

26. - Mr. Springer knew that his personal and business expenses were being paid from his law firm Trust Account because he contacted First Tennessee to correct the problem.

27. According to Mr. Springer, he spoke with a number of bank representatives about the automatic withdrawals from his Trust Account and learned that his Trust Account was setup as overdraft protection for his law firm's Operating Account. (Exhibit 17).

28. According to Mr. Springer, First Tennessee Bank promised to research the account and correct the problem.

29. In February, 2009, it appears that First Tennessee Bank corrected the problem with the Trust Account.

30. Thereafter, from February of 2009 through September 2009, no personal or improper business transactions appear in the Trust Account statements.

31. However, in October of 2009, withdrawals for personal and business expenses began again as reflected in the Trust Account statement. Specifically, payments to Memphis Light Gas and Water (MLGW), AT&T and KUBRA were made from the Trust Account.

32. A review of Mr. Springer's Trust Account Statements from October, 2009, through October, 2011, reflects approximately sixty-three (63) payments of personal and business expenses to AT&T, MLGW, KUBRA, Direct TV, Public Storage, IRS Tax Department, AAA Auto Club, Memphis Payroll, Charlotte Richardson, City of Memphis, Harlan Clarke Checks, and Paychex.

33. In addition to the payments of personal and business expenses, the same Trust Account Statements reflect numerous and consistent online bank deposit transfers from Mr. Springer's law firm's Operating Account to the Trust Account.

34. According to Mr. Springer, he could access his bank accounts online, view items being presented on his Trust Account for payment and make an appropriate deposit before the account generated an overdraft notice.

35. Mr. Springer authorized the online bank deposit transfers from his law firm's Operating Account to the Trust Account to cover these personal and business withdrawals and prevent an overdraft of his Trust Account.

36. A careful review of Exhibits 14 and 15, reflects that Mr. Springer's Trust Account contained client and third party property at the same time that Mr. Springer was depositing his personal funds into the Trust Account and authorizing payment of personal and business expenses.

37. Mr. Springer communicated with representatives of First Tennessee to correct the problems with his Trust Account in late 2010 or early 2011.

38. However, as late as May 11, 2011, MLGW withdrew \$125.00 from Mr. Springer's law firm Trust Account.

39. Exhibit 14 further reflects that as late as October 4, 2011, Mr. Springer authorized the transfer of \$383.00 from his law firm Operating Account to the Trust Account. This transfer prevented a Notice of Overdraft from being generated.

File No. 35350c-9-PS (Vequittia Todd Barnes)

40. Mr. Springer was retained in December, 2004, to represent Vequittia Todd Barnes in a personal injury/products liability action against General Motors.

41. A written contingent fee retainer agreement prepared by Mr. Springer was executed by Ms. Barnes on December 29, 2004.

42. The contingent fee retainer provided that Mr. Springer would receive a fee of thirty-three and one-third percent (33.3%) of the gross amount recovered, and Ms. Barnes would be responsible for costs and expenses. (Exhibit 1)

43. After being retained for Ms. Barnes' litigation, Mr. Springer took control of Ms. Barnes' damaged vehicle to preserve its evidentiary condition and began gathering copies of her medical bills.

44. On December 15, 2005, Mr. Springer filed a civil action on behalf of Ms. Barnes in the United States District Court for the Western District of Tennessee. (Exhibit 2)

45. During the course of the representation, Mr. Springer received a copy of Ms. Barnes' medical bill from the Regional Medical Center at Memphis. The bill reflected Ms. Barnes incurred medical charges of \$39,068.34. (Exhibit 3)

46. Exhibit 3 also reflects a balance of \$954.25 remained outstanding after certain insurance payments and adjustments were applied.

47. On or about January 7, 2005, the Regional Medical Center filed a Hospital Lien in the amount of \$39,068.34 in the Circuit Court at Memphis, TN. (Exhibit 4)

48. Exhibit 4 reflects the medical account being sued upon was #V00081116537.

49. During the course of the representation, Mr. Springer was provided with a copy of the hospital lien.

50. On or before October 12, 2006, Mr. Springer was advised that a General Sessions Court judgment for over \$9,000.00 had been entered against Ms. Barnes on March 2, 2006. (Exhibit 6)

51. The General Sessions Court judgment represented the outstanding loan balance owed by Ms. Barnes on her wrecked vehicle plus attorney's fees and interest.

52. Mr. Springer contacted Greg Mangrum, attorney for Credit Acceptance Corp, and attempted to negotiate a compromise of the judgment and obtain clear title to the automobile for Ms. Barnes.

53. In December of 2006, Mr. Springer negotiated a settlement of Ms. Barnes' personal injury case for \$340,000. The settlement also included Ms. Barnes' minor daughter who was a passenger in the car during the accident.

54. On December 14, 2006, Mr. Springer received the \$340,000.00 settlement check from General Motors. (Exhibit 5)

55. Mr. Springer, according to his testimony, deposited the settlement check into his Trust Account and provided Ms. Barnes with \$5,000.00 of the settlement proceeds. Ms. Barnes confirmed during her testimony that she received \$5,000.00 from Mr. Springer.

56. Approximately one month later, Mr. Springer met with Ms. Barnes and provided her with a settlement disbursement letter dated January 16, 2007. (Exhibit 7)

57. Exhibit 7 reflects Mr. Springer and Ms. Barnes made a number of material modifications to the contingent fee retainer agreement of December 29, 2004.

58. Specifically, Mr. Springer and Ms. Barnes agreed that she would receive net settlement proceeds of \$235,000.00; Mr. Springer retained \$100,000.00 out of which he promised to satisfy all outstanding medical liens and the cost of Ms. Barnes' damaged automobile with the remainder being his attorney fee. Finally, Mr. Springer retained an additional \$5,000.00 for expenses related to the litigation.

59. Exhibit 7 does not detail the medical liens outstanding, the costs of the damaged automobile, the amount of Mr. Springer's attorney fee or the litigation expenses incurred, and Mr. Springer did not provide any additional accounting to Ms. Barnes at their meeting.

60. Exhibit 7 contains a number of errors. First, the Settlement Disbursement letter does not reflect the initial payment of \$5,000.00 to Ms. Barnes. Second, Ms. Barnes received a total of \$240,000.00 in settlement proceeds (not \$235,000.00). Third, Mr. Springer only retained a total of \$100,000.00 in settlement proceeds (not \$105,000.00). Mr. Springer, in fact, disbursed more money to Ms. Barnes than reflected on Exhibit 7.

61. According to Mr. Springer, shortly after he provided Ms. Barnes with her settlement proceeds of \$235,000.00, he paid the outstanding medical liens of Ms. Barnes, including the Regional Medical Center.

62. Mr. Springer further testified that he continued to negotiate with Credit Acceptance Corp to satisfy the judgment against Ms. Barnes and obtain clear title to the damaged automobile.

63. According to Ms. Barnes, she called Mr. Springer numerous times after the settlement disbursement to inquire about the status of her car and to request information on the payment of her outstanding medical bills.

64. From January, 2007 to October, 2010, Mr. Springer failed to provide Ms. Barnes with the information and documentation she requested reflecting her automobile and payment of her medical bills.

65. On October 5, 2010, Ms. Barnes sent a letter to Mr. Springer notifying him that several creditors Mr. Springer promised would be paid had never received payment. Ms. Barnes requested Mr. Springer provide her with a detailed accounting of the settlement proceeds including the legal fees Mr. Springer received. (Exhibit 8)

66. Mr. Springer never provided a detailed accounting to Ms. Barnes.

67. Mr. Springer never obtained clear title from Credit Acceptance Corp.

68. As a consequence of Mr. Springer's failure to provide a detailed accounting of the settlement fees or obtain clear title to the automobile, Ms. Barnes filed a complaint with the Board.

69. On August 17, 2012, Disciplinary Counsel for the Board sent a letter to Mr. Springer requesting a detailed explanation of the distribution of the settlement proceeds and

copies of all checks documenting payments to medical providers. Disciplinary Counsel further requested a detailed explanation of what happened to Ms. Barnes' damaged automobile, why it still remained in his possession five (5) years after the settlement, and Mr. Springer's plans to rectify the situation. (Exhibit 19)

70. Mr. Springer never provided Disciplinary Counsel with a written detailed accounting of the disbursement of the settlement proceeds.

71. Mr. Springer did produce check number 1131 made payable to the Regional Medical Center in the amount of \$948.00 which was introduced as Exhibit 13. Mr. Springer's firm check, dated January 12, 2007, and drawn on his Union Planters Bank account, purported on its face to be a "final settlement of MED bill."

72. According to Mr. Springer, check number 1131 was intended to pay Ms. Barnes' outstanding medical bill but was never delivered to the Regional Medical Center.

73. Mr. Springer never produced the front and back of any check from his law firm's Trust Account reflecting any payment to Ms. Barnes' medical providers.

74. According to Mr. Springer, he reached a settlement with the Regional Medical Center and paid the balance of Ms. Barnes medical bill. In support of his testimony, Mr. Springer produced a collection of correspondence with Dan Cleek of ARCO Collection Services. (Exhibits 9 and 10)

75. Exhibit 9 is Mr. Springer's letter to Mr. Cleek dated February 20, 2007, and references the enclosure of a cashier's check in the amount of \$610.44 in full and final payment in the Regional Medical Center vs. Todd matter.

76. Exhibit 10 is a collective exhibit of correspondence between Mr. Springer and Mr. Cleek related to outstanding medical bills and the settlement of certain claims for a payment of \$610.44.

77. Page 3 of Exhibit 10 is a fax from Dan Cleek to Mr. Springer dated June 24, 2009. The fax references three (3) accounts to which payments were posted by ARCO regarding Ms. Todd's account at Regional Medical Center. None of the three (3) accounts, 81149027, 81120457 and 81124832, match the account referenced in the Regional Medical Center bill (81116537) introduced in evidence as Exhibit 3.

78. The posted payments referenced by Mr. Cleek total \$610.44.

79. The payments reflected by Exhibits 9 and 10 do not support Mr. Springer's testimony that he paid the outstanding balance of Ms. Barnes' medical bill reflected in Exhibit 3. Mr. Springer satisfied the obligations to the Med through the remittance of a cashier's check, and there was no proof of any further collections actions by the Med related to this matter.

80. Regarding Ms. Barnes' damaged automobile, both Mr. Springer and Ms. Barnes testified that Mr. Springer was responsible for paying off the judgment and providing Ms. Barnes with clear title.

81. According to Mr. Springer, several months after the suit against General Motors concluded, he negotiated a settlement with the attorney for Credit Acceptance Corp., in the approximate amount of \$6,000.00, but the creditor had some difficulty providing the title to the car.

82. The title issue persisted for several years, and Ms. Barnes complained to Mr. Springer on a number of occasions.

83. The title problem lasted so long that Ms. Barnes demanded Mr. Springer provide her with approximately \$17,000.00 of the retained settlement funds, and she would assume responsibility for the automobile.

84. Mr. Springer refused Ms. Barnes' demand.

85. According to Mr. Springer, he was later notified by the creditor that title to Ms. Barnes' car was available.

86. Mr. Springer contacted Ms. Barnes who refused to authorize him to make any payment to the creditor and continued to demand payment be made to her directly.

87. Thereafter, according to Mr. Springer, he took no further action to bring the issue to a decision and retained \$10,000.00 in his Trust Account pending a final resolution.

88. The Trust Account statements introduced as Exhibit 14 reflect a beginning date of September 2007, nine (9) months after the settlement with General Motors and an ending date of October 2011.

89. Although the record does not contain Trust Account statements for the period surrounding the settlement of Ms. Barnes' personal injury action, Mr. Springer testified that the \$10,000.00 was retained by him from the settlement with General Motors and remained in his trust account through the disciplinary hearing. Mr. Springer offered to give Ms. Barnes \$10,000 upon her execution of a release, which she refused to execute. Respondent then contacted the Board for guidance, but the Board was unable to provide him any assistance.

90. A careful review of Exhibit 14 reflects that Mr. Springer failed to maintain a minimum balance of \$10,000.00 in his Trust Account with many months reflecting a near zero balance.

91. Specifically, Mr. Springer's Trust Account balance on August 31, 2007 was \$10.00. In fact, not until February of 2010 did Mr. Springer's Trust Account beginning or ending balance exceed \$10,000.00.

92. Mr. Springer's Trust Account ending balance on October 31, 2011, the last account statement in the record, was \$150.88.

93. Upon being confronted with Trust Account statements contradicting his testimony, Mr. Springer testified that he used the \$10,000.00 to purchase a cashier's check in anticipation of settling the automobile issue with the creditor, and he had recently deposited the cashier's check in his Trust Account.

94. Mr. Springer has a prior history of professional discipline. On May 19, 2006, Mr. Springer received a Public Censure for being exceedingly dilatory in filing appellate briefs in three (3) separate criminal appeals. Mr. Springer was found to be in willful contempt by the Tennessee Court of Criminal Appeals and ordered to pay a fine in each case. Mr. Springer failed to comply with the Court's order resulting in the issuance of a show cause order from the Court of Criminal Appeals. Mr. Springer ultimately paid the fine and costs for each case. (Exhibit 20)

CONCLUSIONS OF LAW

95. Paul James Springer is an attorney admitted in 2001 by the Supreme Court of Tennessee to practice law in the State of Tennessee and is engaged in the active practice of law in Memphis, Shelby County, Tennessee, being in Disciplinary District IX.

96. Attorneys admitted to practice law in Tennessee are subject to the disciplinary jurisdiction of the Supreme Court, the Board of Professional Responsibility and this Hearing Panel appointed pursuant to Pursuant to Tenn. Sup. Ct. R. 9, § 1.

97. Pursuant to Tenn. Sup. 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 or herself 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 of the State of Tennessee shall constitute misconduct and be grounds for discipline.

98. The Panel finds by a preponderance of the evidence that Mr. Springer violated Tennessee Rules of Professional Conduct 1.3 (diligence); 1.4 (communication); 1.5(o) (fees); 1.15(a), (b), (d) and (e) (safekeeping of property and funds); 8.1(b) (bar admissions and disciplinary matters) and 8.4 (a) and (d) (misconduct).

99. In summary, Mr. Springer's Trust Account bank statements, checks, and deposit slips from September of 2007 through October of 2011, reveal a substantial number of withdrawals and payments for personal and business expenses of Mr. Springer as well as a substantial number of deposits by Mr. Springer of his own money to fund the personal and business expenditures. Proper maintenance of escrow accounts that hold money in trust for the benefit of clients cannot be delegated to others, and attorneys in this State should be held to a "strict liability" for mishandling of escrowed funds. The improper transactions in the Trust Account continued consistently over a period of five (5) years with Mr. Springer's knowledge and participation. Mr. Springer's withdrawals and payment of personal expenses from his trust account reflect a failure to hold property and funds of clients and third parties separately from Mr. Springer's own funds and constitutes comingling. Displacing responsibility on the bank for improper actions/inactions concerning escrowed funds is not a defense available to lawyers in Tennessee.

100. Mr. Springer undertook responsibility to pay all medical bills and liens incurred by Ms. Barnes as a result of her personal injury and the judgment owed by Ms. Barnes on her damaged vehicle. Ms. Barnes requested Mr. Springer provide her with a detailed accounting of the disbursement of settlement proceeds. Mr. Springer failed to provide his client with a detailed accounting. The Board also requested a detailed accounting from Mr. Springer as well as copies of all checks evidencing disbursement of the settlement proceeds. Mr. Springer failed to provide to the Board a detailed accounting or any cancelled checks. The Panel is not unmindful of the dilemma caused by disagreements between a lawyer and his client. Mr. Springer's failure to diligently pursue the satisfaction of the judgment and delivery of title to Ms. Barnes in a reasonable period of time is a primary source of Ms. Barnes' dissatisfaction with and distrust of Mr. Springer. Once the impasse arose and could not be informally resolved, Mr. Springer should have sought relief through the Court. His decision to hold the settlement proceeds for six (6) years and do nothing more to resolve the impasse with Ms. Barnes was unreasonable action on his part.

101. Mr. Springer took possession of the proceeds of the personal injury settlement no later than January of 2007 and reserved \$10,000.00 in the Trust Account to settle the judgment obtained by Credit Acceptance Corp against Ms. Barnes. The judgment has never been satisfied by Mr. Springer and remained unpaid as of the disciplinary hearing before the Panel. Mr. Springer's Trust Account should have reflected a balance of at least \$10,000.00 at all times but it has not. Mr. Springer's withdrawal of the \$10,000.00 from his Trust Account for a period of at least four (4) years constitutes misappropriation of money belonging either to Credit Acceptance Corp. or Ms. Barnes. Even if the Panel credits the testimony of Mr. Springer that he purchased a cashier's check in anticipation of delivering a settlement payment to Credit Acceptance Corp.

and recently re-deposited the funds in his Trust Account, the fact remains that the \$10,000.00 remained outside of the Trust Account for well beyond a reasonably acceptable period of time.

102. Pursuant to Tenn. Sup. Ct. R. 9, § 8.4, the appropriate discipline must be based upon application of the *ABA Standards for Imposing Lawyer Sanctions*, ("ABA Standards").

The Panel finds following ABA Standards applicable in this matter:

4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential 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.

7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation to the duty owed to the profession and causes injury or potential injury to a client, the public, or the legal system.

103. Pursuant to ABA Standard 9.22, the Panel finds the following aggravating factors applicable in this matter:

a) a pattern of misconduct;

b) failure to acknowledge the wrongful nature of his conduct;

c) prior disciplinary history;

d) multiple offenses;

e) substantial experience in the practice of law;

f) bad faith obstruction of the disciplinary proceeding by intentionally failing to comply with rules or orders of the disciplinary agency.

JUDGMENT

Based on these findings of fact and conclusions of law, Respondent should be suspended for a period of not less than sixty (60) days and shall not be reinstated to the active practice of law until his completion of the following actions:

i) proof of the tender of payment of \$10,000 in restitution to Ms. Barnes pursuant to Tenn. Sup. Ct. R. 9, §§ 4.2 and 4.7;

ii) the establishment of a practice monitor pursuant to §12.9 to monitor Respondent for a period of two (2) years to assure his compliance with trust account rules, accounting procedures, and best office management practices. The practice monitor shall be appointed by the Board and make such reports to the Board as it deems necessary. All expenses related to the establishment and conduct of such practice monitor, including any fees for the practice monitor, shall be borne by Respondent;

iii) Respondent shall enroll and certify his completion in a practice and professional enhancement programs focusing on practice management and accounting that includes not less than six (6) hours of continuing legal education certified for credit by the Tennessee Commission On Continuing Legal Education.

iv) Upon his certification of the satisfaction of paragraphs i, ii, and iii hereinabove, and upon his resumption of the active practice of law, Respondent shall be placed on probation for a period of two (2) years.

v) As a condition of his probation, upon his resumption of the active practice of law, Respondent shall present proof to the Board that he maintains professional liability insurance in

the amount of at least \$100,000/\$200,000 that covers his handling of escrow and trust funds on behalf of clients;

vi) All costs and expenses of this proceeding, including the hourly charges of Disciplinary Counsel in investigating and prosecuting this action, shall be taxed to the Respondent.

Date: December 31, 2013

IT IS SO ORDERED.

Nathan A. Bicks
Nathan A. Bicks, Panel Chair

Hayden David Lait
Hayden David Lait, Panel Member

Leah Jane Roen
Leah Jane Roen, Panel Member

NOTICE TO RESPONDENT

This judgment may be appealed pursuant to Tenn. Sup. Ct. R. 9, § 1.3 by filing a petition for writ of certiorari, which shall be made under oath or affirmation and which shall state that it is the first application for the writ.

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BOARD OF PROFESSIONAL
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EXEC. SECRETARY

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

**IN RE: PAUL JAMES SPRINGER, SR.
BPR #21267, Respondent,
An Attorney Licensed to Practice
Law in Tennessee
(Shelby County)**

DOCKET NO. 2012-2170-9-SG

AMENDED ORDER

Before the Hearing Panel is the Motion of the Board of Professional Responsibility To Alter Or Amend The Judgment Of The Hearing Panel Entered January 2, 2014 (the "Motion"). Upon receipt of the Motion, the Hearing Panel issued an Order To Show Cause requiring a response from the Respondent be filed on or before February 20, 2014. On February 20, 2014, Respondent filed a Response To Order To Show Cause. Based on consideration of the aforementioned pleadings, and the entire record in the matter, the Hearing Panel believes clarification of its intended sanctions is warranted and amends and restates the Order entered on January 2, 2014 (the "Order") as follows:

1. The section of the Order entitled "Judgment" is hereby deleted and in its place the following substituted:

JUDGMENT

Based on the findings of fact and conclusions of law, Mr. Springer is suspended for a total period of two (2) years and sixty (60) days. Mr. Springer shall serve a minimum of sixty (60) days as an active suspension and thereafter indefinitely until completion of the following enumerated conditions:

- i) proof of the tender of payment of \$10,000 in restitution to Ms. Barnes pursuant to Tenn. Supp. Ct. R. 9, § 4.2 and 4.7;
- ii) the engagement of a practice monitor pursuant to § 12.9 to monitor Respondent for the two (2) year period of probation to assure his compliance with trust account rules, accounting procedures, and best office management practices. The practice monitor shall be approved by the Board and shall make such reports to the Board as it deems necessary. All expenses related to the establishment and conduct of such practice monitor, including any fees for the practice monitor, shall be borne by Respondent;
- iii) Respondent shall enroll in and certify his completion of a practice and professional enhancement program focusing on practice management and accounting that includes not less than six (6) hours of continuing legal education certified for credit by the Tennessee Commission on Continuing Legal Education;
- iv) Respondent shall obtain professional liability insurance in the amount of at least \$100,000/\$200,000 covering his handling of escrow and trust funds on behalf of clients and maintain said coverage during his probation. Respondent shall provide proof to the Board that said coverage is in effect during the entire period of probation.

Upon satisfactory completion of conditions i-iv hereinabove and the sixty-day period of active suspension, Respondent may then serve the remainder of his suspension on probation.

2. All other provisions of the Order, including, without limitation, the findings of fact and conclusions of law, are hereby confirmed as set forth therein without alteration or amendment.

3. All costs and expenses of this proceeding, including the hourly charges of Disciplinary Counsel in investigating and prosecuting this action, shall be taxed to the Respondent.

Date: February 26, 2014

IT IS SO ORDERED.

Nathan Bicks

Nathan Bicks, Chair

Hayden Lait

Hayden Lait

Leah Roen

Leah Roen