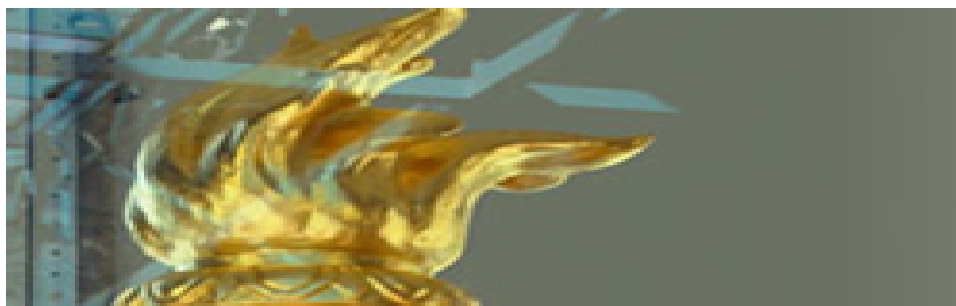


BOARD NOTES

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Greeting from R. Culver Schmid

Chair, Board of Professional Responsibility

I appreciate the opportunity to serve as Chairman of the Board of Professional Responsibility (the "BPR"). The work done by the members and staff of the BPR is sometimes challenging but always rewarding. Our goal is to uphold the legal profession to the highest standards outlined in the Tennessee Rules of Professional Conduct (Supreme Court Rule 8) and our disciplinary enforcement rules in Rule 9 of the Tennessee Supreme Court. Our Board is composed of attorneys from various parts of our profession, such as Tennessee District Attorneys and private practice attorneys (both litigators and transaction lawyers), but also citizens, such as state legislators, education officials and business leaders. The members of the Board meet four times a year to review the work of the staff of the BPR. Lawyers serving as investigators for the BPR conduct the hard work of investigating allegations of improper practice and spend countless hours reviewing the validity of allegations. They present the results of their investigations to both other staff attorneys and finally to hearing committee members or the Board for review. The BPR also employs attorneys to handle the litigation which results from investigations and seeks to achieve a just and appropriate response to the results of investigations.

Greeting from R. Culver Schmid

Chair, Board of Professional Responsibility

These hard-working attorneys investigating and litigating the matters of the BPR are often overworked and underpaid but nevertheless achieve excellent results for our profession. An important part of the operations of the BPR are hearing committee members nominated by members of the Board from attorneys in their geographic districts and appointed by the Tennessee Supreme Court. These attorneys serve on 3-person panels to review contested allegations against an attorney. The job of the hearing panel is to hear allegations and recommend an appropriate response in accordance with Tennessee Supreme Court Rule 9. These positions are voluntary but crucial to the administration of justice within our profession. I thank those attorneys who participate across our State as hearing committee members and encourage others to volunteer to serve if requested. The ability to “self-review” our profession with our fellow attorneys serving as hearing committee members makes this structure very important to our legal system and maintaining the highest ethical standards for the Tennessee Bar. Lastly, but maybe most importantly, the BPR team should serve as a resource for all attorneys who help understand our rules of practice. I encourage every member of the Bar to access our staff to seek advice on any practice issue. Please consider the BPR as a resource to help you practice to the highest ethical standards.

Defining the Scope of the Representation of the Client

Steven J. Christopher



Tennessee attorneys are required to establish and communicate their fee arrangement with a client at or soon after the commencement of the representation.¹ This duty defined at RPC 1.5(b) encompasses two tasks. The first is to define the basis and rate of the fee for which the client will be responsible.² The second is to define the scope of representation.³ The “scope of representation” refers to the boundaries of the legal work agreed upon and a demarcation of the legal services that fall within the fee agreement and outside the fee agreement when not self-evident.

Most attorneys understand the need to explain the basis and rate of their fee when undertaking the representation of a new client, but the task of defining the scope of representation is sometimes not recognized as an equally important task. Noncompliance with this requirement may arise where the attorney has not thought through the legal work that will

¹ TENN. SUP. CT. R. 8, 1.5(b). The Tennessee Rules of Professional Conduct, codified at Rule 8 of the Tennessee Supreme Court Rules, will be cited as RPC ___. RPC 1.5(b) provides that “the scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.”

² Id.

³ Id.

be required to meet the client's objectives, or where the attorney has a clear understanding of the work that will be done but does not adequately communicate this to the client.

The need to define what is and is not within the scope of representation is particularly crucial when attorneys represent clients who have never been involved in the type of legal matter at issue. Clients cannot reasonably be expected to understand the boundaries of the legal work to be completed when they do not have any knowledge of the procedural and substantive law relating to the objectives of the representation.

As an example of an attorney's failure to adequately define the scope of representation, consider the circumstance where an attorney agrees to represent a client in defense of criminal charges for a flat fee. No fee agreement is signed, and the attorney simply advises the client that he will handle the defense of the criminal charge, which is pending in a trial court of record. The attorney's understanding is that the flat fee will cover representation through successful plea negotiation or trial but not post-trial motions or appeal, but this is not communicated to the client. Following conviction, the client requests that the attorney file a motion for a new trial, and there are meritorious grounds to do so. The attorney declines unless an additional fee is paid. The client claims that the attorney has breached their fee agreement. Even though the attorney calculated the flat fee based upon the anticipated billable time in handling the representation through trial and otherwise acted in good faith when entering into the fee agreement, the attorney agrees to handle the motion for a new trial without charging an additional fee due to the misunderstanding.

As a second example, an attorney represents a client in a contested divorce proceeding for a flat fee. No fee agreement is signed. The attorney tells the client that they will handle the divorce but does not clarify whether the fee includes the drafting and entry of a qualified

domestic relations order (hereinafter, “QDRO”) following entry of the final divorce decree if needed. The parties reach a settlement, which includes transfer of funds from the client’s retirement accounts. The attorney advises the client that an additional flat fee will be required for the QDRO. The client, having never been involved in a domestic relations proceeding, assumed that the flat fee included any legal services required in connection with the divorce. The client accuses the attorney of breaching the fee agreement. The attorney obtains leave to withdraw from the representation without handling the QDRO, and the client initiates a fee dispute.

As evident in both examples, an attorney’s failure to define the scope of representation potentially leads to client misunderstanding and damage to the attorney-client relationship. The adverse consequences for the attorney representing the criminal defendant would have been obviated if the attorney obtained the client’s signature on a well drafted fee agreement confirming that the flat fee included representation only through successful plea negotiation or jury trial. The attorney could also have chosen to include additional flat fees to be charged for designated later procedural stages of the proceeding. For the attorney representing the client in the divorce proceeding, the adverse consequences could have been avoided through a fee agreement specifying that the representation concluded following entry of a final divorce decree and confirming that a subsequent fee agreement would be negotiated if the attorney agreed to handle any work after entry of the final divorce decree. In the alternative, the fee agreement could have itemized additional flat fees required for work after finalization of the divorce.

The Use of Flat Fees

The need to define the scope of representation is particularly crucial when attorneys charge a flat fee as opposed to employing a billing or other fee arrangement. While noncompliance with RPC 1.5(b) can lead to disciplinary action and other adverse consequences regardless of the fee structure, an attorney's use of a flat fee can particularly lead to civil exposure where the attorney fails to specify the boundaries of the legal work agreed upon.

When a lawyer charges a flat fee and fails to specify the legal work agreed upon, and a dispute subsequently arises between the attorney and the client about whether designated legal work is within the agreement, the lawyer is placed in a situation where they either must agree to do the additional work or face a potential fee dispute. If the attorney declines to do the additional work when a flat fee is charged and the issue is litigated, the tribunal may conclude that any ambiguity in the fee agreement should be construed in the client's favor, given the lawyer's ethical responsibilities.

Attorneys who charge a flat fee typically do so based upon the anticipated time that will be spent in the representation. When the scope of representation is not well defined and the attorney agrees to do additional work due to the misunderstanding, the attorney effectively agrees to do the additional work pro bono. In contrast, in a billing arrangement, the attorney will at least be able to bill their time if they agree to handle the additional work.

Written Instruments Preferred

Tennessee's RPC 1.5(b) recommends, but does not require, that the scope of representation and the basis and amount of the fee be reduced to writing. The preference for written fee agreements in Tennessee's ethical rules reflects an underlying perspective that a

written fee agreement facilitates better understanding of the fee arrangement relative to a verbal agreement.⁴

Despite this preference for written instruments, Tennessee's ethical rules require that a fee agreement be reduced to writing and signed by the client in only limited circumstances. The principal circumstances include where an attorney charges a nonrefundable fee,⁵ for contingency fee representation,⁶ and where fees are divided between lawyers who do not practice in the same firm.⁷ For the reasons discussed herein, a written fee agreement is strongly recommended for all representations, but other than these limited circumstances, an attorney does not violate any ethical rules by declining to reduce their fee agreement to writing.

Tennessee's RPC 1.5(b) follows the American Bar Association Model Rule 1.5(b). While Model Rule 1.5(b) does not require that the scope of representation and basis and rate of the fee be reduced to writing, the drafting history of the Model Rules reflects significant efforts to require that fee agreements be reduced to writing, aside from limited exceptions. For example, a recommendation was made by the ABA Ethics 2000 Commission in 2002 in connection with the comprehensive update of the Model Rules, to impose a written requirement for all fee agreements, aside from limited exceptions such as where attorneys regularly

⁴ RPC 1.5, Comment [2].

⁶ RPC 1.5(f).

⁶ RPC 1.5(c).

⁷ RPC 1.5(e).

represented clients in repeated legal matters.⁸ This recommendation was rejected by the ABA House of Delegates.⁹ Model Rule 1.5(b) when initially drafted in 1982 included a written requirement, but this was subsequently amended to include the “preferable language.”¹⁰ Additionally, research revealed seventeen (17) state jurisdictions that adopted the recommendation and rationale of the ABA Ethics 2000 Commission and require that all fee agreements be reduced to writing, aside from narrowly crafted exceptions.¹¹

Distinction Between First Time Clients and Ongoing Clients

RPC 1.5(b) draws a distinction between the requirements for defining the scope of representation for new clients and clients regularly represented by the attorney, such as an attorney who regularly handles all the transactional work for a business client, or where an attorney handles all the collection work for a company.¹² When an attorney has regularly represented a client, there is no need to reconfirm the scope of representation for each separate engagement.

⁸ See ABA, A LEGISLATIVE HISTORY: THE DEVELOPMENT OF THE ABA MODEL RULES OF PROFESSIONAL CONDUCT, 1982- 2013, at 97 (2013).

⁹ Id.

¹⁰ Id.

¹¹ See ABA Jurisdictional Rules Comparison Charts, available at https://www.americanbar.org/groups/professional_responsibility/policy/rule_charts/.

¹² RPC 1.5(b) provides that the scope of representation shall be confirmed at or within a reasonable time after commencement of the representation, “except when the lawyer will charge a regularly represented client on the same basis or rate.”

The rationale for this exception is that when an attorney and a client have an ongoing relationship, they will typically understand their fee arrangement.¹³ It is sufficient that the attorney define the scope of the representation and the basis and rate of the fee at the commencement of the representation. Subsequently, there is no need to confirm the scope of representation and basis and rate of the fee for each discrete legal matter.

When undertaking the representation of a client who will be provided with legal services on an ongoing basis, the attorney should take particular care to define the fee arrangement at the commencement of the legal work and address any reasonably foreseeable contingencies. The work that the attorney agrees to handle may be repetitive, but there will invariably be circumstances requiring legal services beyond what was contemplated in the original agreement. The attorney should consider any such reasonably foreseeable circumstances and include a description of these in the initial fee agreement. The fee agreement should confirm whether these circumstances fall within the scope of representation, and if not, whether the attorney will handle these circumstances for an additional fee or refer the client to other counsel.

Ending the Attorney-Client Relationship

Defining the scope of representation benefits both attorneys and clients by providing clarity of when the attorney-client relationship will end. Such clarity will benefit the client by providing advance notice of when the relationship will terminate by operation of the fee agreement, so that the client can consider whether successor counsel needs to be retained for additional legal work.

¹³ RPC 1.5, Comment [2].

Clarifying the boundaries of the attorney-client relationship may also assist the attorney in the circumstance where the attorney needs to seek leave to withdraw from a tribunal when the attorney has fulfilled their obligations under the fee agreement but where the legal proceeding remains ongoing. If the attorney demonstrates to the tribunal that they have fulfilled their contractual obligations under their fee agreement, this will support the attorney's position that withdrawal should be granted.

Modification of the Scope of Representation

The scope of representation may be modified by the agreement of the attorney and the client. However, if the fee agreement as modified is advantageous to the lawyer relative to the original agreement, the modified agreement must comply with the requirements of RPC 1.8(a), which governs the circumstance where a lawyer enters into a business transaction with a client.¹⁴

RPC 1.8(a) requires that the modified fee agreement be reduced to writing and signed by the client.¹⁵ The modified fee agreement must contain terms that are fair and reasonable to the client and fully disclosed and transmitted in writing in a manner that can be reasonably

¹⁴ RPC 1.8, Comment [1](confirming that the requirements of RPC 1.8(a) relating to business transactions with clients do not apply to the negotiation of initial fee agreements, but do apply when the consideration for the attorney in the fee agreement is an interest in a business enterprise of the client, such as stock options, or other nonmonetary payment as all or part of a fee, or “when a lawyer seeks to renegotiate the terms of the fee agreement with the client after representation begins in order to reach a new agreement that is more advantageous to the lawyer than the original agreement”). See also RPC 1.5, Comment [2].

¹⁵ RPC 1.8(a)(3).

understood by the client.¹⁶ The client must additionally be advised of the suitability of seeking independent counsel regarding the proposed modification.¹⁷

Attorneys who propose a modification of an original fee agreement should carefully consider whether the modified agreement is advantageous to the attorney relative to the original agreement. Sometimes this is not self-evident. If there is a question about whether the fee agreement as modified will lead to a better outcome for the attorney relative to the original agreement, the attorney should consider erring on the side of caution and comply with RPC 1.8(a).

Tennessee's language in RPC 1.8, Comment [1] providing that the requirements of RPC 1.8(a) must be met when modifying a fee agreement in a manner beneficial to the lawyer is not followed by the Model Rules. Tennessee follows ABA Model Rule 1.8(a) and Tennessee's RPC 1.8, Comment [1] largely follows the corresponding Comment [1] in ABA Model Rule 1.8. Comment [1] to Model Rule 1.8 requires that RPC 1.8(a) be satisfied when an attorney enters into a fee agreement where part or all the fee consists of an interest in a business enterprise of the client or other non-monetary fee but does not include the language regarding modified fee agreements.

While the ABA Model Rules do not require compliance with RPC 1.8(a) for modified fee agreements, the ABA's Formal Ethics Opinion 11-458 confirms that any fee modification

¹⁶ RPC 1.8(a)(1).

¹⁷ RPC 1.8(a)(2).

must be reasonable under the circumstances and communicated to and accepted by the client.¹⁸ These requirements have been adopted by most state jurisdictions following Model Rule 1.8.¹⁹

Limited Scope Representation

An attorney's scope of representation normally includes the full package of legal services typically provided for a particular type of legal matter. Unless circumscribed by the attorney in the fee agreement, an agreement to represent a client in a particular matter will assume that the attorney agrees to represent the client in whatever action reasonably needs to be taken to fulfill the client's legal objectives. This is referred to as "full scope representation."²⁰ Full scope representation is largely defined by the regular custom and practice of the local legal marketplace rather than being codified in a legal authority. For example, full scope representation for pursuing personal injury claims typically includes representation in pre-litigation negotiation and in litigation through entry of a final order but may not include post-trial motions or appeal.

An attorney may limit the scope of representation, providing discrete services for the client in connection with a legal matter, rather than full scope representation. However, an

¹⁸ ABA Formal Op. 11-458.

¹⁹ See, e.g., In re Corcella, 994 N.E.2d 1127 (Ind. 2013)(lawyer switched from billing time to contingency fee); In re Curry, 16 So.3d 1139 (La. 2009)(lawyer modified fee agreement in a manner favorable to lawyer relative to original agreement). See also RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 18(1)(a)(fee agreement must be fair and reasonable to the client).

²⁰ Handbook on Limited Scope Legal Assistance, A Report of the Modest Means Task Force, ABA Section on Litigation, 4 (2003). See also Or. Formal Op. 2011-183 (2011).

attorney may only limit the scope of representation if the limitation is reasonable under the circumstances, and the client provides informed consent, preferably in writing.²¹

Limited scope representation, also referred to as “unbundled legal services” is becoming increasingly common.²² An example of unbundled legal services is a transactional lawyer agreeing to draft documents associated with a commercial transaction but declining to represent the client in the negotiation of the transaction with the opposing party.²³ A second example are certain circumstances where an attorney is retained by an insurance carrier to represent an insured and the scope of representation is limited to matters concerning the insurance coverage.²⁴

Limited scope representation, while not required to be reduced to writing and signed by the client, requires the client’s informed consent.²⁵ Tennessee’s ethical rules have strict requirements for an attorney to obtain a client’s informed consent for any purpose, as “informed consent” is defined as an agreement by the client to the proposed course of action after the

²¹ RPC 1.2(c). See also RPC 1.2, Comments [6]-[8].

²² Handbook on Limited Scope Legal Assistance, A Report of the Modest Means Task Force, ABA Section on Litigation, at 4.

²³ Id. at 29.

²⁴ This example is found at Comment [6] to RPC 1.2 as an example of limited scope representation.

²⁵ RPC 1.2(c).

lawyer has provided sufficient information and explanation of the material risks of the proposed course of action and available alternatives.²⁶

Compliance with this definition would not be met merely through inclusion of boiler plate language in a fee agreement. This is particularly the case where the client has never undertaken the type of legal matter at issue. Instead, an attorney seeking to limit the scope of the representation of the client would, at a minimum, be required to explain what constitutes full scope representation for the legal work at issue and clarify the client's option of purchasing the full spectrum of services, either from the attorney or another source of legal assistance. Informed consent would additionally require the attorney to explain the reasonably foreseeable risks that might occur through the proposed limited scope of representation, relative to full scope representation.

Practice Suggestions

1. Written Fee Agreements

Attorneys should strongly consider using written fee agreements for every representation, even when Tennessee's ethical rules do not require a written agreement. A written agreement will help ensure that there is mutual understanding of the scope of representation, relative to an attorney verbally explaining the fee arrangement.²⁷

The possibility of a client misunderstanding the terms of a fee arrangement is magnified by the circumstances in which many attorney-client relationships are formed. Clients who hire

²⁶ RPC 1.0(e). See also RPC 1.0, Comments [6]-[7].

²⁷ RPC 1.5, Comment [2].

attorneys are often facing emotionally traumatic circumstances, such as potential criminal exposure or financial duress. These circumstances may impact a client's comprehension and recollection skills.²⁸ A well-drafted fee agreement will enable a client to subsequently review the terms of the fee arrangement to ensure accurate understanding.

In addition to being beneficial to the client, written fee agreements provide greater protection to attorneys when disputes arise about the scope of representation or the basis and rate of the fee. A signed fee agreement will provide confirmation of the fee arrangement in a subsequent board complaint or civilly adjudicated fee dispute. When a verbal agreement is reached between the attorney and client, client misunderstanding or misrepresentation about the agreement reached can increase the attorneys' exposure to disciplinary sanctions and prevent recoupment of any earned fee.

2. Ensure that Written Fee Agreements Are Clearly Written and Comprehensible

Attorneys should invest time in drafting their form fee agreements to ensure that they are clearly written. Fee agreements, like any written contractual agreement, are intended to confirm the terms and conditions of the parties' contractual arrangement. A fee agreement that is confusing and convoluted defeats this purpose.

To maximize the possibility that a client will be able to comprehend the terms of their form fee agreements, attorneys should be conscious of tailoring the language in their form agreements to the literacy level of their client base. Attorneys who represent large companies where communication largely occurs through the companies' in-house counsel, as well as

²⁸ Nat'l Ass'n for Ct. Mgmt., PLAIN LANGUAGE GUIDE, at 13 (2019). Cited in Col. Formal Op. 143 (2021).

attorneys representing a client known to have a high level of literacy may be able to safely assume that their client will not encounter difficulty understanding a well written fee agreement. This is not the case for the great majority of lawyers whose client base includes individuals with a wide variety of levels of literacy and reading comprehension skills.

Whether a fee agreement can be understood by the average client can be measured by checking the readability index of the fee agreement. A document's "readability index" produces an approximate gauge of the educational level needed to understand a document.²⁹ The readability index can be obtained through the word processing software used by the attorney's firm. Research suggests that the average American reads at a seventh or eighth grade reading level.³⁰ A fee agreement that contains language above the reading level of the attorney's client will frustrate the purpose of written fee agreements.

A related issue is the need to refrain from the use of legal jargon or to define any legal terminology in a manner that the client can comprehend. Unless an attorney represents a company where communication largely is done through in-house counsel or a client is otherwise known to have a high level of legal knowledge, legal terms should be defined to ensure that a client understands their meaning. Attorneys representing personal injury clients, for example, should not assume that their average client is familiar with what a "subrogation claim" is. If the fee agreement explains that the scope of representation includes the negotiation of any subrogation claims, the term should be defined in the fee agreement in a manner that the average client can understand.

²⁹ See D. James Greiner, Dalié Jiménez, and Lois Lupica, Self-Help, Reimagined, 92 IND. L.J. 1119, 1172 (2017), available at <https://www.repository.law.indiana.edu/ilj/vol92/iss3/6/>; Nat'l Ass'n for Ct. Mgmt., PLAIN LANGUAGE GUIDE, at 13, cited in Col. Formal Op. 143.

³⁰ Col. Formal Op. 143.

3. Identify Foreseeable Contingencies When Defining the Scope of Representation

To fulfill their obligation to define the scope of representation, attorneys must first have a clear understanding themselves of the legal work that will be completed when a new representation is undertaken. Attorneys who represent clients in a particular substantive area should give careful thought to the legal work that will be required in every representation, as well as possible contingencies that may arise beyond this legal work. For example, attorneys who specialize in representing debtors in Chapter 7 and 13 bankruptcy filings are aware that in every representation, they will be required to file the initial petition and supporting schedules and take other action required by statute to facilitate entry of a final order discharging their client's debts. This action is required to carry out the "full scope representation" of the client in the bankruptcy proceeding and the attorney's fee structure will be premised upon this anticipated work required for the representation of each debtor. However, there may be circumstances that arise in the representation of a particular debtor that would require significant legal work beyond this anticipated full scope representation, such as an appellate proceeding, adversary proceeding, or an unanticipated motion filing.

The attorney's fee agreement should identify any reasonably foreseeable contingencies and confirm whether they fall within the scope of representation. The attorney may confirm that a particular circumstance falls outside the scope of representation or may instead choose to structure the potential circumstance into the fee arrangement and adjust the amount of the fee accordingly.

4. Clarification When the Scope of Representation is Limited to Due Diligence

Attorneys who represent clients in pursuing civil or administrative claims typically are required to engage in due diligence prior to agreeing to take formal legal action. When communicating the scope of representation in this circumstance, attorneys should take particular care to emphasize in their fee agreement that the attorney's legal work is limited to completion of their due diligence, that the attorney has not presently agreed to take formal legal action, and that a decision about whether to proceed with formal legal action will be made following investigation, specifying the fee arrangement for both the due diligence component of the representation and any subsequent work. Attorneys who regularly handle matters requiring due diligence may wish to even consider creating a separate representation agreement for the initial due diligence stage of the representation to help emphasize the limited initial scope of representation.

If the attorney fails to confirm this limited scope of representation, the client may form the impression that the attorney has agreed to take formal legal action. The client should be aware of the limited initial scope of representation at the outset, so that they can begin considering whether to contact other counsel or how to otherwise proceed if the attorney concludes that there are insufficient grounds to proceed with formal legal action.

Further Inquiry

If you have questions about the content of this article, you may contact the author at schristopher@tbpr.org or (615) 361-7500, extension 203. Questions about the article may also be directed to the Board's Ethics Counsel, Laura Chastain, at lchastain@tbpr.org, or (615) 361-7500, extension 212.

Board of Professional Responsibility's Trust Account Workshop

The Board of Professional Responsibility will be presenting its bi-annual Trust Account Workshop on June 4, 2025, at the Nashville School of Law. This workshop is available to all Tennessee attorneys offering 3 hours of dual continuing legal education (CLE) credit for a cost of \$50. The Trust Account Workshop is a hybrid CLE to allow attorneys to attend either in person or via live stream.

The Trust Account Workshop is hosted by two speakers from the Board of Professional Responsibility, Deputy Chief Disciplinary Counsel Steven J. Christopher and Disciplinary Counsel Tiffany Tant-Shafer.

The CLE Program will cover a summary of best practices for trust account management, an analysis of the ethical rules governing trust accounts and suggestions on how to prevent trust account scams. If you would like additional information or to enroll for the Trust Account Workshop please visit this link on the Board's website: <https://www.tbpr.org/board-of-professional-responsibility-june-2025-trust-account-workshop> or reach out to Kelly Heflin at the Tennessee Board of Professional Responsibility, at kheflin@tbpr.org or (615) 695-0940.

Board of Professional Responsibility Policy 3.15(B) regarding Formal Ethics

Opinions

On March 14, 2025, the Board of Professional Responsibility (BPR) issued Formal Ethics Opinion 2025-F-171 regarding the ethical propriety of a non-disparagement clause in a settlement agreement. Formal Ethics Opinion 2025-F- 171 is included in this edition of Board Notes and is available on the BPR website. The BPR issues formal ethics opinions pursuant to Board Policy 3.15(B). This policy provides that when the Board receives a written request for a formal ethics opinion, the Board will vote on whether to issue the requested opinion. If approved, the Board's Ethics Committee and Ethics Counsel will prepare a draft formal ethics opinion for the Board's consideration. If the Board approves the draft formal ethics opinion, Disciplinary Counsel will publicize the draft formal ethics opinion for comment on the Board's website and through TBA Today. Filed comments are posted on the Board's website. After expiration of the comment period, the Board shall consider the filed comments and vote to approve, revise or disapprove the proposed formal ethics opinion. This policy along with a comprehensive list of all Policies and Rules of the Board of Professional Responsibility of the Supreme Court of Tennessee can be found here: <https://www.tbpr.org/for-legal-professionals> under the Rules title.

BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE

FORMAL ETHICS OPINION 2025-F-171

The Board of Professional Responsibility has been requested to issue a Formal Ethics Opinion regarding the ethical propriety, in a products liability case, of a non-disparagement clause in a settlement agreement which makes the lawyers in Firm A parties to the settlement agreement proposed by Firm B.

OPINION

It is improper for an attorney to propose or accept a provision in a settlement agreement that requires the attorney to become a party bound by a non-disparagement clause that prohibits the lawyer from future use of information, learned during the case, which may shed a negative light on the defendants.

DISCUSSION

The inquiring lawyer has encountered a condition to settlement, in a product liability case against a certain defendant, which makes lawyers from the inquiring lawyer's law firm parties to the Settlement Agreement which includes a non-disparagement clause prohibiting them from taking any action or making any statements, verbal or written, to any third party that disparage or defame Defendants.

An immediate conflict has arisen between the client who wants the settlement funds and the inquiring lawyer's ethical concerns.

It has long been held in Tennessee that "the attorney's signature on a release should vouch only for the fact that the client releases the defendant. A requirement that a plaintiff's attorney become a party to a release might cause a conflict of interest between the plaintiff's attorney and the plaintiff in violation of DR 5-101(a), [Now RPC 1.7]. Therefore, these clauses are prohibited except in cases where the plaintiff's attorney releases a claim for attorney fees."¹

Notwithstanding the earlier Tennessee Formal Ethics Opinion's guidance on this issue, there is also a basis in the Rules of Professional Conduct to find non-disparagement clauses improper in a products liability case.

¹ Tennessee Formal Ethics Opinion 2010-F-154 (Sept. 10, 2010); Tennessee Formal Ethics Opinion 98-F-141 (Feb. 4, 1998)

Tennessee Rule of Professional Conduct 5.6 (b) says “A lawyer shall not participate in offering or making an agreement in which a restriction on the lawyer’s right to practice is part of the settlement of a client controversy.”

ABA Formal Opinion 00-417 (April 7, 2000) explains the rationale for Model Rule 5.6 (b) and its Tennessee counterpart Rule of Professional Conduct 5.6 (b). The opinion explains that there is strong public policy “favoring the public’s unfettered choice of counsel.”²

Non-disparagement clauses interfere with that public policy in three ways. Such restrictive agreements limit the public’s access to lawyers.³ A second rationale for disfavoring disparagement agreements is that they are considered to actually be veiled attempts to “buy off” plaintiff’s counsel.⁴ Third, disparagement clauses create potential conflicts for lawyers between the interests of representing current clients and the interests of potential future clients.⁵

“Many jurisdictions concur with the ABA that settlement agreements containing indirect restrictions on the lawyer’s right to practice violate those jurisdictions’ respective equivalents of Rule 5.6(b).”⁶

A non-disparagement clause as part of a settlement agreement requiring the firm’s lawyers to become parties would restrict the plaintiff’s firm from using or discussing any information learned during the case that sheds a negative light on the Defendants, thereby indirectly restricting the plaintiff’s counsel from informing potential clients of their experience and expertise, making it difficult for future clients to identify well-qualified counsel.

There is also a public policy consideration. A non-disparagement clause in a settlement agreement in a product liability case would deny public access to the data. “The ability for plaintiffs’ firms to act as industry watchdogs is both good public policy and was specifically addressed as a vested responsibility during Congress’s enactment of the Federal Motor Vehicle Safety Standards.”⁷ A non-disparagement clause would interfere with that responsibility to the public.

² ABA Formal Opinion 00-417 (April 7, 2000).

³ ABA Formal Opinion 00-417 (April 7, 2000).

⁴ Id.

⁵ Id.

⁶ D.C. Bar Legal Ethics Committee, Opinion 335 (2006).

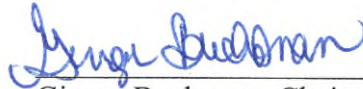
⁷ Tennessee Formal Ethics Opinion 2018-F-166 citing 49 U.S.C. section 30103 (e) (2010).

CONCLUSION

Requiring a plaintiff's attorney to become a party entering into a settlement agreement containing a non-disparagement clause in a products liability case raises ethical concerns and creates a conflict between the interests of the plaintiff's attorney and those of their client. Consistent the Tennessee Rules of Professional Conduct and with Tennessee Formal Ethics Opinions 97-F-141 and 2010-F-154, an attorney cannot ethically agree to become a party to such agreements or clauses.

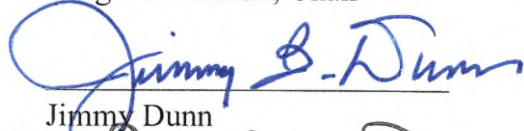
This 14th day of March, 2025.

ETHICS COMMITTEE

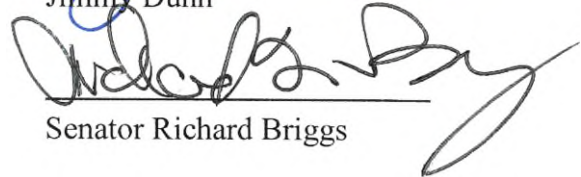


Ginger Buchanan, Chair

APPROVED AND ADOPTED BY THE BOARD



Jimmy Dunn



Senator Richard Briggs

Disciplinary and Licensure Actions

(October 2024 – March 2025)

PERMANENT DISBARMENTS

PERRY LEE STOUT, BPR #023917

JOHNSON COUNTY

Effective January 17, 2025, the Supreme Court of Tennessee disbarred Perry Lee Stout from the practice of law.

Mr. Stout was temporarily suspended by the Supreme Court of Tennessee on February 28, 2024, after pleading guilty to a serious crime. The Court ordered the Board of Professional Responsibility to institute formal proceedings to determine the extent of final discipline to be imposed on Mr. Stout.

On January 17, 2024, Mr. Stout signed a plea agreement in Johnson County Circuit Court admitting to the commission of two (2) felonies: (1) Conspiracy to Possess with Intent to Sell not less than ten (10) or more than seventy (70) pounds of marijuana, a Schedule VI controlled substance, and (2) Money Laundering. Mr. Stout entered guilty pleas to these offenses two days later and was sentenced to an effective eight (8) year sentence for these crimes on May 2, 2024.

Mr. Stout entered into a conspiracy in 2022 to sell illegal drugs in a tri-state region, which included Johnson County. While an attorney and later as an elected General Sessions Judge, Mr. Stout invested in the purchase of illegal drugs and participated in illegal drug trafficking with the intent to sell or deliver the drugs in the Johnson County region.

The Hearing Panel found that Mr. Stout knowingly violated the Tennessee Rules of Professional Conduct, to wit: 8.4 (a), (b), (c), and (d) (misconduct).

Mr. Stout must comply with the requirements of Tennessee Supreme Court Rule 9, § 28, regarding the obligations and responsibilities of disbarred attorneys and shall pay the Board's costs incurred as a result of these proceedings pursuant to the Hearing Panel's order.

DOUGLAS A. TRANT, BPR #006871

KNOX COUNTY

Effective March 26, 2025, the Supreme Court of Tennessee permanently disbarred attorney Douglas A. Trant from the practice of law and ordered him to pay all costs and fees of the Board of Professional Responsibility.

After a hearing upon the disciplinary petition, a Hearing Panel determined that Mr. Trant was retained by clients in two (2) separate matters to potentially pursue specific legal objectives, that were dependent on the outcome of initial research to establish whether they had viable causes of action. In the first case, the client sought to challenge the constitutionality of a statutory provision; in the second case, a client sought to have a 1997 criminal plea reversed. In both cases, Mr. Trant accepted a fee to conduct initial research, performed only minimal legal research, and discovered that neither client had a meritorious claim or viable cause of action.

Regardless, Mr. Trant then falsely stated to each client that their cases had merit and thereafter accepted additional and more substantial fees to initiate litigation but took no further action on behalf of his clients. Mr. Trant never filed a complaint or initiated litigation, ceased all communication, failed to refund the unearned fees, failed to return client files, and abandoned his clients and their cases, causing substantial injury or potential injury to his clients.

The appointed Hearing Panel determined that Mr. Trant's actions and omissions violated Rules of Professional Conduct 1.3 (diligence), 1.4 (communication); 1.5 (fees); 1.16 (declining or terminating representation); and 8.4(c) (misconduct involving dishonesty, fraud, deceit, or misrepresentation) and recommended disbarment.

Mr. Trant must comply with the requirements of Tennessee Supreme Court Rule 9, Section 28, regarding the obligations and responsibilities of disbarred attorneys.

SUSPENSIONS

DARYL A. GRAY, BPR #027781

TENNESSEE LAWYER

On March 10, 2025, the Supreme Court of Tennessee suspended Daryl André Gray, for six (6) months with two (2) months served as an active suspension and the remaining served on probation with a practice monitor. The Supreme Court affirmed the decision of the Shelby County Chancery Court and the disciplinary Hearing Panel finding that Mr. Gray violated the Rules of Professional Conduct in two cases. In the first case, Mr. Gray refused to deliver settlement funds owed contractually to a third party and made a false statement of material fact or law to a third person. In the second case, Mr. Gray failed to diligently protect his client's interests, failed to keep his client informed of the progress of his case or to reasonably consult with his client, failed to withdraw promptly from representation after informing his client he was withdrawing, and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation. The Court found the conduct of Mr. Gray violated Rules of Professional Conduct 1.3 (Diligence); 1.4 (Communication); 1.15 (Safekeeping Property and Funds); 1.16 (Declining or Terminating Representation); 4.1 (Truthfulness in Statements to Others); and 8.4(c) (Misconduct).

Mr. Gray, a resident of New Orleans, Louisiana, must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4 (2014), regarding the obligations and responsibilities of suspended attorneys.

JOHN EDWARD HUTSON, BPR #034751

WHITE COUNTY

Effective January 14, 2025, the Supreme Court of Tennessee suspended John Edward Hutson from the practice of law for two (2) years, with six (6) months being an active suspension pursuant to Tennessee Supreme Court Rule 9, Section 12.2, and the remainder served on probation conditioned upon compliance with the Tennessee Lawyers Assistance Program and employing a practice monitor at his expense for six (6) months following reinstatement.

A Petition for Discipline containing one complaint was filed by the Board alleging that Mr. Hutson knowingly provided financial assistance to his client, entered into a business transaction with his client to obtain services for repayment of the funds provided to the client, and made overtures and requests for a personal relationship with his client during the representation that materially limited his representation of the client and was prejudicial to the administration of justice.

Mr. Hutson executed a Conditional Guilty Plea acknowledging his conduct violated Tennessee Rules of Professional Conduct 1.7(a)(2) (conflict of interest), 1.8 (conflict of interest), and 8.4(a) and (d) (misconduct).

Mr. Hutson must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4 regarding the obligations and responsibilities of suspended attorneys and the procedure for reinstatement.

LORING EDWIN JUSTICE, BPR #019446

KNOX COUNTY

Effective October 7, 2024, the Supreme Court of Tennessee suspended Loring Edwin Justice from the practice of law for one (1) year active suspension pursuant to Tennessee Supreme Court Rule 9, Section 12.2.

While representing a client in a Workers' Compensation matter, Mr. Justice failed to communicate reasonably with his client and failed to act diligently to provide the legal services for which he was retained.

Mr. Justice's conduct violated Tennessee Rules of Professional Conduct 1.3 (diligence) and 1.4 (communication).

Mr. Justice must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys and the procedure for reinstatement.

JASON SCOTT MANGRUM, BPR #018098

WILLIAMSON COUNTY

Effective October 4, 2024, the Supreme Court of Tennessee suspended Jason Scott Mangrum from the practice of law for six (6) months pursuant to Tenn. Sup. Ct. R. 9, § 12.2, with one (1)

month active suspension, and the remainder shall be served on probation.

A Petition for Discipline containing one complaint was filed by the Board alleging that Mr. Mangrum in the representation of a client failed to adequately communicate, failed to act diligently, failed to expedite litigation, charged an unreasonable fee, failed to properly withdraw from representation, and disobeyed an obligation under the rules of a tribunal

Mr. Mangrum executed a Conditional Guilty Plea acknowledging his conduct violated Tennessee Rules of Professional Conduct 1.3 (diligence), 1.4 (communication), 1.5 (fees), 1.16 (declining or terminating representation), 3.2 (expediting litigation), 3.4 (fairness to opposing party), and 8.4 (a) and(d) (misconduct).

Mr. Mangrum must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys and the procedure for reinstatement.

JAMES MICHAEL MARSHALL, BPR #018784

MAURY COUNTY

Effective October 30, 2024, the Supreme Court of Tennessee suspended James Michael Marshall from the practice of law for five (5) years, with four (4) years being as active suspension pursuant to Tenn. Sup. Ct. R. 9, § 12.2. Mr. Marshall may apply for reinstatement at the end of the four (4) year active suspension, and if granted, he shall serve the remainder of the five (5) year suspension on probation with the requirement of a practice monitor.

A Petition for Discipline containing one complaint was filed by the Board alleging Mr. Marshall failed to reasonably communicate with his client regarding the status of their case, failed to act in a diligent manner, failed to expedite litigation, failed to pursue in a timely fashion the objectives of his client, failed to communicate with his client that he accepted new employment, failed to place client funds into trust, failed to properly withdraw from representation, and failed to take reasonable steps to protect the client's interest after terminating the representation. A Hearing Panel found the conduct of Mr. Marshall violated Tennessee Rules of Professional Conduct 1.2(a) (scope of representation), 1.3 (diligence), 1.4 (communication), 1.15 (safekeeping property and funds), 1.16(c) (declining or terminating representation), 3.2 (expediting litigation), 3.4(c) (fairness to opposing party and counsel), and 8.4(a) (misconduct).

Mr. Marshall must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys and the procedure for reinstatement.

JEDIDIAH CHARLES MCKEEHAN, BPR #026473

KNOX COUNTY

Effective December 3, 2024, the Supreme Court of Tennessee suspended Jedidiah Charles McKeehan from the practice of law for thirty (30) days pursuant to Tenn. Sup. Ct. R. 9, § 12.2. Mr. McKeehan may apply for reinstatement at the end of the thirty (30) day active suspension.

A Petition for Discipline containing one complaint was filed by the Board. Mr. McKeehan, in representation of a client, failed to ascertain whether or not the conditions of a mediated settlement agreement were met prior to dismissing his client's claim with prejudice. In doing so, Mr. McKeehan failed to communicate properly with his client. Mr. McKeehan also charged an unreasonable fee in that all fees paid to him resulted in the dismissal of a claim with prejudice. Mr. McKeehan violated Tennessee Rules of Professional Conduct 1.1 (competence), 1.3 (diligence), 1.4 (communication), 1.5 (fees), and 8.4(d) (misconduct).

Mr. McKeehan must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys and the procedure for reinstatement.

JOCELYN DORIA MIMS, BPR #023786

SUMNER COUNTY

On November 26, 2024, the Tennessee Supreme Court suspended Jocelyn Doria Mims from the practice of law until further orders of the Court pursuant to Tennessee Supreme Court Rule 9, Section 22.3. Ms. Mims was adjudged guilty of two (2) felony counts of Tampering with Evidence, one (1) count of Making False Report, and three (3) counts of Intentional Failure to Report Child Sexual Abuse.

Pursuant to the Order of the Supreme Court, the matter has been referred to the Board to institute formal proceedings to determine the extent of the final discipline to be imposed upon Ms. Mims as a result of her conduct constituting a serious crime as defined by Tennessee Supreme Court Rule 9, Section 2.

Ms. Mims must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys.

AARON ANTHONY NEGLIA, BPR #033816

SHELBY COUNTY

Effective February 24, 2025, the Supreme Court of Tennessee suspended Aaron Anthony Neglia from the practice of law for ten (10) years following a *de novo* review pursuant to Tenn. Sup. Ct. R. 9, Section 15.4(c), of a ten (10) year suspension imposed by a Hearing Panel.

On June 9, 2022, the Supreme Court entered an order suspending Mr. Neglia and referred him back to the Board to institute formal proceedings. Mr. Neglia pleaded guilty in two felony cases and was sentenced in the Shelby County Criminal Court for bribery of a public servant and in the U.S. District Court for conspiracy to violate the Travel Act. On July 19, 2022, the Board filed a Petition for Final Discipline pursuant to Tenn. Sup. Ct. R. 9, Section 22.3, to institute formal proceedings on the extent of the sanction to be imposed for his crimes. The Hearing Panel found that Mr. Neglia's conduct violated the Tennessee Rules of Professional 8.4(a), (b), (c), and (d) (misconduct) and imposed a ten (10) year suspension. The Supreme Court entered an Order under Rule 9, Section 15.4 (c), on November 18, 2024, proposing to increase the sanction to disbarment and requesting filing of the record and briefs from the parties. Following *de novo* review on the briefs and the record, the Court concurred with the recommendation of the Hearing Panels to impose a ten (10) year suspension, and granted Mr. Neglia one hundred, twenty-four (124) days credit towards his term of suspension.

Mr. Neglia must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys and the procedure for reinstatement.

GERALD TODD EIDSON, BPR #017342

HAWKINS COUNTY

Effective March 26, 2025, the Supreme Court of Tennessee suspended Gerald Todd Eidson from the practice of law for two (2) years with one (1) year being an active suspension pursuant to Tenn. Sup. Ct. R. 9, § 12.2, and the remainder served on probation conditioned upon engagement of a practice monitor at his expense.

A Petition for Discipline was filed against Mr. Eidson concerning his representation of a client in Juvenile Court. The disciplinary matter was tried before a Hearing Panel which found Mr. Eidson failed to provide competent representation to the client, failed to act with reasonable diligence and promptness during his representation of the client, and failed to inform the Juvenile Court of an earlier misrepresentation regarding the incarceration status of the client, resulting in prejudice to the administration of justice.

The Hearing Panel found by a preponderance of the evidence that Mr. Eidson's conduct violated Tennessee Rules of Professional Conduct 1.1 (competence), 1.3 (diligence), and 8.4(d) (misconduct).

Mr. Eidson must comply with the requirements of Tennessee Supreme Court Rule 9, §§ 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys and the procedure for reinstatement.

CARLOS EUGENE MOORE, BPR #028649

TENNESSEE LAWYER

Effective March 27, 2025, Carlos Eugene Moore, a resident of Grenada, Mississippi, was suspended by Order of Reciprocal Discipline entered by the Supreme Court of Tennessee on March 27, 2025. Mr. Moore was suspended from the practice of law by Order of the Supreme Court of Mississippi entered December 31, 2024. On March 27, 2025, the Supreme Court of Tennessee entered a Notice of Reciprocal Discipline directing Mr. Moore to demonstrate to the Court, within thirty (30) days of receipt of the Notice, why the discipline imposed by the Supreme Court of Mississippi should not be imposed by the Supreme Court of Tennessee. Mr. Moore filed a response in compliance with the order of the Court.

Mr. Moore must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 30.4, regarding the obligations and responsibilities of suspended attorneys. Mr. Moore must pay the Court's costs and expenses within thirty (30) days of the entry of the order.

TEMPORARY SUSPENSIONS

GARY LEE ANDERSON, BPR #004515

KNOX COUNTY

On October 29, 2024, the Supreme Court of Tennessee temporarily suspended Gary Lee Anderson from the practice of law upon finding that Mr. Anderson failed to respond to the Board of Professional Responsibility concerning one (1) complaint of misconduct. Section 12.3 of Supreme Court Rule 9 provides for the immediate summary suspension of an attorney's license to practice law in cases of an attorney's failure to respond to a complaint of misconduct.

Mr. Anderson is immediately precluded from accepting any new cases, and he must cease representing existing clients by November 28, 2024. After November 28, 2024, Mr. Anderson shall not use any indicia of lawyer, legal assistant, or law clerk nor maintain a presence wherein the practice of law is conducted. Mr. Anderson must notify all clients being represented in pending matters, as well as co-counsel and opposing counsel, of the Supreme Court's Order suspending his law license and is required to deliver to all clients any papers or property to which they are entitled.

Mr. Anderson must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 12.3(d), regarding the obligations and responsibilities of temporarily suspended attorneys and the procedure for reinstatement.

This suspension remains in effect until dissolution or modification by the Supreme Court. Mr. Anderson may, for good cause, request dissolution or modification of the suspension by petition to the Supreme Court.

ASHLYN ELIZABETH BLEVINS, BPR #033209

MAURY COUNTY

On November 22, 2024, the Supreme Court of Tennessee temporarily suspended Ashlyn Elizabeth Blevins from the practice of law upon finding that Ms. Blevins poses a threat of substantial harm to the public and is substantially non-compliant with a Tennessee Lawyers Assistance Program monitoring agreement. Ms. Blevins has failed to complete certain testing and additional treatment as required. Section 12.3 of Supreme Court Rule 9 provides for the immediate summary suspension of

an attorney's license to practice law in cases where an attorney is deemed to pose a threat of substantial harm to the public and is substantially non-compliant with the Tennessee Lawyers Assistance Program monitoring agreement.

Ms. Blevins is immediately precluded from accepting any new cases, and she must cease representing existing clients by December 22, 2024. After December 22, 2024, Ms. Blevins shall not use any indicia of lawyer, legal assistant, or law clerk nor maintain a presence wherein the practice of law is conducted. Ms. Blevins must notify all clients being represented in pending matters, as well as co-counsel and opposing counsel, of the Supreme Court's Order suspending her law license and is required to deliver to all clients any papers or property to which they are entitled.

Ms. Blevins must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 12.3(d), regarding the obligations and responsibilities of temporarily suspended attorneys and the procedure for reinstatement.

This suspension remains in effect until dissolution or modification by the Supreme Court. Ms. Blevins may, for good cause, request dissolution or modification of the suspension by petition to the Supreme Court.

PATRICK BRYANT HAWLEY, BPR #028264

HAMILTON COUNTY

On November 26, 2024, the Supreme Court of Tennessee temporarily suspended Patrick Bryant Hawley from the practice of law upon finding that Mr. Hawley poses a threat of substantial harm to the public. Section 12.3 of Supreme Court Rule 9 provides for the immediate summary suspension of an attorney's license to practice law in cases posing a threat of substantial harm to the public.

Mr. Hawley is immediately precluded from accepting any new cases, and he must cease representing existing clients by December 26, 2024. After December 26, 2024, Mr. Hawley shall not use any indicia of lawyer, legal assistant, or law clerk nor maintain a presence where the practice of law is conducted.

Mr. Hawley must notify all clients being represented in pending matters, as well as co-counsel and opposing counsel of the Supreme Court's Order suspending his law license. Mr. Hawley is required to deliver to all clients any papers or property to which they are entitled.

Mr. Hawley must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 12.3(d), regarding the obligations and responsibilities of temporarily suspended attorneys and the procedure for reinstatement.

This suspension remains in effect until dissolution or modification by the Supreme Court. Mr. Hawley may, for good cause, request dissolution or modification of the suspension by petition to the Supreme Court.

MARCUS ALLEN LIPHAM, BPR #036403

MADISON COUNTY

On November 18, 2024, the Supreme Court of Tennessee temporarily suspended Marcus Allen Lipham from the practice of law upon finding that Mr. Lipham poses a threat of substantial harm to the public and is substantially non-compliant with a Tennessee Lawyers Assistance Program monitoring agreement. Mr. Lipham has failed to complete certain testing and additional treatment as required. Section 12.3 of Supreme Court Rule 9 provides for the immediate summary suspension of an attorney's license to practice law in cases where an attorney is deemed to pose a threat of substantial harm to the public and is substantially non-compliant with the Tennessee Lawyers Assistance Program.

Mr. Lipham is immediately precluded from accepting any new cases, and he must cease representing existing clients by December 18, 2024. After December 18, 2024, Mr. Lipham shall not use any indicia of lawyer, legal assistant, or law clerk nor maintain a presence wherein the practice of law is conducted. Mr. Lipham must notify all clients being represented in pending matters, as well as co-counsel and opposing counsel, of the Supreme Court's Order suspending his law license and is required to deliver to all clients any papers or property to which they are entitled.

Mr. Lipham must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 12.3(d), regarding the obligations and responsibilities of temporarily suspended attorneys and the procedure for reinstatement.

This suspension remains in effect until dissolution or modification by the Supreme Court. Mr. Lipham may, for good cause, request dissolution or modification of the suspension by petition to the Supreme Court.

JAMES MICHAEL MARSHALL, BPR #018784

MAURY COUNTY

On October 30, 2024, the Supreme Court of Tennessee temporarily suspended James Michael Marshall from the practice of law upon finding that Mr. Marshall failed to respond to the Board of Professional Responsibility concerning one (1) complaint of misconduct. Section 12.3 of Supreme Court Rule 9 provides for the immediate summary suspension of an attorney's license to practice law in cases of an attorney's failure to respond.

Mr. Marshall must notify all clients being represented in pending matters, as well as co-counsel and opposing counsel, of the Supreme Court's Order suspending his law license. Mr. Marshall is required to deliver to all clients any papers or property to which they are entitled.

Mr. Marshall must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 12.3(d), regarding the obligations and responsibilities of temporarily suspended attorneys and the procedure for reinstatement.

This suspension remains in effect until dissolution or modification by the Supreme Court. Mr. Marshall may, for good cause, request dissolution or modification of the suspension by petition to the Supreme Court.

ALAN CHRISTOPHER NORTON, BPR #037410

HAMILTON COUNTY

On December 16, 2024, the Supreme Court of Tennessee temporarily suspended Alan Christopher Norton from the practice of law upon finding that Mr. Norton poses a threat of substantial harm to the public. Section 12.3 of Supreme Court Rule 9 provides for the immediate summary suspension of an attorney's license to practice law in cases where an attorney is deemed to pose a threat of substantial harm to the public.

Mr. Norton is immediately precluded from accepting any new cases, and he must cease representing existing clients by January 16, 2024. After January 16, 2024, Mr. Norton shall not use any indicia of lawyer, legal assistant, or law clerk nor maintain a presence where the practice of law is conducted.

Mr. Norton must notify all clients being represented in pending matters, as well as co-counsel and opposing counsel of the Supreme Court's Order suspending his law license. Mr. Norton is required to deliver to all clients any papers or property to which they are entitled.

Mr. Norton must comply with the requirements of Tennessee Supreme Court Rule 9, Sections 28 and 12.3(d), regarding the obligations and responsibilities of temporarily suspended attorneys and the procedure for reinstatement.

This suspension remains in effect until dissolution or modification by the Supreme Court. Mr. Norton may, for good cause, request dissolution or modification of the suspension by petition to the Supreme Court.

PUBLIC CENSURES

CINDY POWELL BICE, BPR #024927

HAMILTON COUNTY

On January 14, 2025, Cindy Powell Bice, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Ms. Bice represented a client in a child support modification case. During the case, the client posted a negative online public Google Review of Ms. Bice's legal services. Ms. Bice posted a public response with detailed confidential information relating to the representation of the client, including references to client's minimal payment toward her retainer fee, a contempt action brought against client for failure to pay child support and her inability to pay, the client's disability and disability attorney, the actual hearing date, and reference to various attorney-client communications. After the client discharged Ms. Bice's services, she did not file to withdraw her representation for seven (7) weeks and delayed doing so until the day of the client's hearing.

In addition, between 2015 and 2023, Ms. Bice also posted online responses to four (4) negative client reviews, revealing confidential information about former clients' representation, including disclosure of fee amounts paid, legal advice given, actions/inactions by the clients, and other information that would not have been available as public record or generally known.

By these acts, Ms. Bice has violated Rules of Professional Conduct 1.6(a) (confidentiality of information), 1.9(c) (duties to former clients), and 1.16(a)(3) & (d) (declining or terminating representation), and is hereby Publicly Censured for these violations. Ms. Bice is further ordered to complete three (3) hours of Continuing Legal Education (CLE) about client confidentiality and online/social media use within ninety (90) days of this order. The CLE hours are in addition to the three (3) ethics hours already required by the Commission on Continuing Legal Education.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

KIRK D. CATRON, BPR # 023552

RUTHERFORD COUNTY

On January 14, 2025, Kirk D. Catron, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Mr. Catron represented a client in a child support modification and did no work on the matter for 14 months. Mr. Catron then recommended the client settle the matter, and he provided a proposed order for the client's review which included a blank child support worksheet. The client declined to agree until he saw proof of income of the mother. The next day, however, Mr. Catron entered the agreed order without notifying his client or providing a copy to him.

By these acts, Kirk D. Catron has violated Rules of Professional Conduct 1.2 (scope of representation), 1.3 (diligence), 1.4 (communication), 3.2 (expediting litigation), and 8.4(d) (prejudice to the administration of justice) and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

SCHYLER M. COX, #037911

TENNESSEE LAWYER

On October 3, 2024, Schyler M. Cox, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Ms. Cox was formerly employed with a company that places attorneys to work in full-time positions as in-house counsel. Ms. Cox worked remotely out of her home in South Carolina. Ms. Cox was required to submit weekly timesheets confirming that she completed her required hours. During a seven (7) week period, Ms. Cox was unable to complete any work due to personal issues. Ms. Cox submitted timesheets for each of the seven (7) weeks, falsely claiming that she had worked her required full-time hours.

By these acts, Ms. Cox has violated South Carolina Rules of Professional Conduct 8.4(b) (criminal conduct); 8.4(c) (moral turpitude) and 8.4(d) (conduct involving dishonesty) and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

ERIC PRESTON EGBERT, BPR No. 027206

GIBSON COUNTY

On March 14, 2025, Eric Preston Egbert, #027206, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

On May 10, 2023, Mr. Egbert agreed to represent two individuals in probating the estate of their brother (hereinafter, the "Decedent"). The Decedent's principal asset was a parcel of realty located in Gibson County, Tennessee. The clients subsequently decided not to proceed with the probate action, and Mr. Egbert closed his file on May 23, 2023. On December 12, 2023, Mr. Egbert was hired as the delinquent tax attorney for Gibson County. In this capacity, Mr. Egbert received a list of properties where taxes had not been paid for 2022. The list did not include the realty that was part of the Decedent's estate.

On May 31, 2024, after learning through public records of the delinquent taxes on Decedent's realty and acting in his personal capacity as a real estate investor, Mr. Egbert emailed the former clients and offered to purchase the land. The former clients declined the offer and made a counteroffer, which Mr. Egbert declined. No sales were ever consummated. Mr. Egbert's efforts to purchase the realty created a concurrent conflict of interest between his capacity as a real estate

investor and delinquent tax attorney. Mr. Egbert also used information obtained from the former clients to their potential detriment.

By these acts, Mr. Egbert has violated Rule of Professional Conduct 1.7 (*conflict of interest*), 1.9(c) (*duties to former clients*), 8.4(d) (*conduct prejudicial to the administration of justice*), and 8.4(e) (*stating or implying an ability to influence a tribunal or government agency*) and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

ROBERT ANDREW FREE, BPR #030513
TENNESSEE LAWYER

On December 19, 2024, Robert Andrew Free, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Mr. Free represented a client in an immigration application to the United States Citizenship and Immigration Service (USCIS). A request for evidence was sent to Mr. Free's office from the USCIS, and Mr. Free did not respond to the request and did not send it to the client. A decision was issued in the matter and sent to Mr. Free's office a few months later, and Mr. Free did not inform his client of the decision. Three years later, Mr. Free's neglect was discovered, and Mr. Free cooperated with the client's subsequent attorney in seeking to reopen the immigration application.

By these acts Robert Andrew Free has violated Rules of Professional Conduct 1.3 (*diligence*), 1.4 (*communication*) and 8.4(d) (*prejudice to the administration of justice*) and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

MYRA ANN HAMILTON BPR #027915
SHELBY COUNTY

On January 6, 2025, Myra Ann Hamilton, an attorney licensed to practice law in Tennessee, received a Public Censure from the Supreme Court of Tennessee conditioned upon payment of fees to the Board of Professional Responsibility.

Ms. Hamilton represented a client in a discrimination matter. During this representation Ms. Hamilton filed pleadings containing non-meritorious claims and disclosed confidential client information in support of her request to withdraw. Ms. Hamilton entered a Conditional Guilty Plea acknowledging her conduct violated Rules of Professional Conduct 1.6 (confidentiality) and 3.1 (meritorious claims and contentions).

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

CLEO GREER HOGAN, #012664

MONTGOMERY COUNTY

On January 8, 2025, Cleo Greer Hogan, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Mr. Hogan represented two clients in pursuing social security disability benefits. Mr. Hogan received notice from the Social Security Administration of the denial of each client's request for reconsideration of the initial denial of their claims. Due to inadequate case management protocols, Mr. Hogan missed the appeal deadline for both clients. After subsequently discovering his error, Mr. Hogan told both clients that their only option was to file a new application for benefits. Mr. Hogan declined to request a good cause extension of the appeal deadline, as permitted by applicable law, or advise the clients of this option.

By these acts, Mr. Hogan has violated Rules of Professional Conduct 1.3 (*diligence*), 1.4 (*communication*), 5.1 (*responsibilities of partners, managers and supervisory lawyers*), 5.3 (*responsibilities regarding non-lawyer assistants*) and 8.4 (*misconduct*), and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

JASON LEE HOLLY, BPR #024279

CARTER COUNTY

On January 6, 2025, Jason Lee Holly, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Mr. Holly represented a client in a custody case; another client in a breach of contract case; and a third client in a criminal case. In all three cases, Mr. Holly failed to take proper action on behalf of his clients, failed to communicate with his clients, and failed to make reasonable efforts to expedite litigation in each of his client's cases. In all three cases, Mr. Holly failed to respond to requests for information from Disciplinary Counsel. Additionally, the Respondent did not refund fees to any of his three clients.

Mr. Holly was temporarily suspended from the practice of law on October 27, 2024, pursuant to Section 12.3 of Rule 9 for failing to respond to three disciplinary complaints. Due to Respondent's suspension on October 27, 2024, he was required pursuant to Tennessee Supreme Court Rule 9, Section 28, to notify all clients by certified mail of the suspension no later than 10 days after the effective date of the order and he was required to deliver all clients any papers or other property to which they are entitled in accordance with Rule 9 Section 28.5. Mr. Holly knowingly failed to comply with a court order and knowingly disobeyed his obligations under the rules of the tribunal by failing to obey the court order. By these acts, Mr. Holly has violated Rules of Professional Conduct 1.1 (competence); 1.3 (diligence); 1.4 (communication); 1.5 (fees); 1.15 (safekeeping property and funds); 3.2 (expediting litigation); 3.4 (fairness to opposing party and counsel); 8.1 (bar admission and disciplinary matters); and 8.4 (misconduct) and is hereby Publicly Censured for these violations. Additionally, as a condition of the Public Censure, Mr. Holly shall refund a total of \$5,500.00 in attorney's fees within 60 days of issuance of this Public Censure.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

JOHN BENNETH IWU, BPR #024522

DAVIDSON COUNTY

On October 7, 2024, John Benneth Iwu, an attorney licensed to practice law in Tennessee, received a Public Censure from the Supreme Court of Tennessee.

Mr. Iwu, while in the representation of a client, agreed to the setting of a criminal court hearing on a particular date and then failed to attend said hearing. Mr. Iwu further failed to advise his client of the agreed-upon court date, which led to his client failing to attend the court date.

Mr. Iwu executed a Conditional Guilty Plea acknowledging that his conduct violated Rules of Professional Conduct 1.4 (communication), 3.2 (expediting litigation), 3.4(c) (fairness to opposing party and counsel), and 8.4 (misconduct).

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

DARREN CRAIG LAMB, #039901
CALLOWAY COUNTY, KENTUCKY

On January 8, 2025, Darren Craig Lamb, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

A complaint was filed by an individual formerly in a romantic relationship with Mr. Lamb. Following the end of the relationship, the complainant filed a petition for an order of protection against Mr. Lamb and was granted a temporary order of protection. Mr. Lamb violated the temporary order of protection by repeatedly contacting the complainant. Among other contacts, Mr. Lamb downloaded and completed a General Sessions Court civil warrant form and posted the civil warrant on the front door of Complainant's residence. The civil warrant was never filed with the General Sessions Court. The civil warrant purported to show that Mr. Lamb was suing Complainant for nonpayment of a personal loan. Mr. Lamb completed the section of the form filled out by the court clerk's office, including the date of the initial court setting, to create the false impression that a lawsuit was pending.

Mr. Lamb's conduct led to the filing of criminal charges for harassment, stalking, and contempt charges for violation of the order of protection. Mr. Lamb subsequently entered into a no contest plea in resolution of the criminal and contempt actions and was granted judicial diversion.

By these acts, Mr. Lamb has violated Rules of Professional Conduct 4.1 (*truthfulness in statements to others*), 8.4(b) (*criminal conduct*), 8.4(c) (*dishonesty*), 8.4(d) (*conduct prejudicial to the administration of justice*), and 8.4(g) (*violation of a court order*), and is hereby Publicly Censured for these violations, conditioned on Mr. Lamb's execution and subsequent compliance with a Tennessee Lawyers Assistance Program monitoring agreement, pursuant to Tennessee Supreme Court Rule 9, Section 12.8.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

MELANIE BETH SHADA, BPR #022279

TENNESSEE LAWYER

On October 24, 2024, Melanie Beth Shada, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Ms. Shada was hired by a client to prepare estate planning documents. Ms. Shada sent draft documents to the client, but she failed to finalize the documents and failed to respond to multiple requests for information from the client for nine months. Ms. Shada failed to timely respond to this disciplinary complaint.

By these acts Melanie Beth Shada has violated Rules of Professional Conduct 1.3 (diligence), 1.4 (communication), 1.5 (fees), and 8.1 (disciplinary matters) and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

FRANK L. SLAUGHTER, JR., BPR #018893

SULLIVAN COUNTY

On February 6, 2025, the Supreme Court of Tennessee released an opinion affirming in part, and reversing in part, the decision of the Sullivan County Chancery Court imposing a Public Censure on Frank L. Slaughter, Jr., pursuant to Tennessee Supreme Court Rule 9, Section 12.4. The Supreme Court affirmed the findings of the disciplinary Hearing Panel that Mr. Slaughter improperly disclosed confidential information about a juvenile client to third parties without the client's informed consent in violation of Tennessee Rule of Professional Conduct 1.6(a). The Court reversed the finding that Mr. Slaughter violated Rule of Professional Conduct 4.4(a)(1) (rights of third persons).

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

ALEXANDER ROBERT STARR, PHV - EXPIRED
MICHIGAN LAWYER

On January 14, 2025, Alexander Robert Starr, an attorney licensed to practice law in Michigan, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Mr. Starr was authorized to practice in Tennessee while his application for comity admission was pending under Tennessee Supreme Court Rule 7, §10.07. Mr. Starr did not file motions for *pro hac vice* admission in at least six criminal cases in Henderson County over the course of five months as required under Rule 7, §10.07.

By these acts Alexander R. Starr has violated Rule of Professional Conduct 5.5 (unauthorized practice of law) and is hereby Publicly Censured for this violation.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

KRISTEN CRYE STEVENSON, BPR #019353
KNOX COUNTY

On October 9, 2024, Kristen Crye Stevenson, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Ms. Stevenson represented an employer client in a Workers' Compensation case wherein the Court preliminarily ordered the employer to approve medical treatment for an employee while the case was pending. Ms. Stevenson knowingly and repeatedly failed to notify her client of the Court's order to approve treatment, resulting in direct violations of multiple court orders over a period of six (6) months. Ms. Stevenson repeatedly failed to appear at court-ordered telephone conferences and show cause hearings and failed to submit required filings to the trial court and on appeal. Ms. Stevenson's intentional actions led to her client being assessed sanctions, fines, and attorneys' fees in excess of \$16,000. Ms. Stevenson failed to notify the client of the sanctions. Ms. Stevenson's actions resulted in substantial injury to her client and the judicial process.

By these acts, Ms. Stevenson, has violated Rules of Professional Conduct 1.2 (scope of representation and allocation of authority between client and lawyer), 1.3 (diligence), 1.4(a) (communication), 3.2 (expediting litigation), and 3.4(c) (fairness to opposing party and counsel), and is hereby publicly censured for this violation.

KEVIN WILLIAM TEETS, JR., BPR #029981

MONTGOMERY COUNTY

On October 24, 2024, Kevin William Teets, Jr., an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Two clients hired Mr. Teets to represent them in seeking damages from an apartment fire. The clients paid Mr. Teets a retainer from which he deducted the filing fee. The lawsuit was never filed. The same clients hired Mr. Teets to defend them in a detainer matter relating to a different apartment. Mr. Teets failed to attend multiple court settings, and a default judgment and a judgment for damages was entered against the clients. Mr. Teets failed to respond to numerous requests for information from the clients. Mr. Teets eventually refunded the filing fee in the first matter to the clients.

By these acts, Kevin William Teets, Jr., has violated Rules of Professional Conduct 1.3 (diligence), 1.4 (communication), 1.5 (fees), 1.15 (safekeeping funds), 1.16 (termination of representation), 3.2 (expediting litigation), 3.4 (fairness to opposing party), and 8.4 (prejudice to the administration of justice) and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

CYNTHIA JEANNE TOBIN, BPR #016318

SHELBY COUNTY

On October 3, 2024, Cynthia Jeanne Tobin, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Ms. Tobin is a Certified Estate Planning Specialist. From August 2004 to 2023, Ms. Tobin provided estate planning services for a client, including drafting multiple Living Trusts. At the client's request, Ms. Tobin listed herself in the estate documents as beneficiary of a substantial gift of \$30,000

and a necklace. Ms. Tobin knew that she could not prepare an estate document bequeathing a substantial gift to herself, but did not advise the client of this restriction nor decline representation to avoid ethical violations. Rather, Ms. Tobin listed her law partner as the drafter of the estate documents without his knowledge and presented the documents to the client for signing, thereby knowingly making a false statement of fact and engaging in fraudulent, deceptive, or misleading conduct.

By these acts, Ms. Tobin, has violated Rules of Professional Conduct 1.8(c) (conflict of interest), 1.16(a)(1) (declining or terminating representation), 2.1 (advisor), 4.1(a) (truthfulness in statements to others), and 8.4(c) (misconduct) and is hereby Publicly Censured for this violation.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

LARRY A. WEISSMAN, BPR #008527

SHELBY COUNTY

On October 9, 2024, Larry A. Weissman, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

A client hired Mr. Weissman to appeal or refile a replevin action that was previously dismissed by the Shelby County General Sessions Court. Despite issues with trying to set a court date for seven (7) months, Mr. Weissman was not diligent in checking the client's case status, such that he did not discover the case was never reopened and required a motion or new filing, which led to a delay in moving the case forward. Mr. Weissman did not consult with the client about how her case was being handled and did not abide by her decision to set the case for trial. Later in the case, Mr. Weissman stopped communicating with the client, stopped doing any work on her case, and disregarded the client's requests that he withdraw, doing so sixteen (16) months after discovering a Motion to Dismiss was pending.

By these acts, Mr. Weissman, has violated Rules of Professional Conduct 1.2(a) (scope of representation and allocation of authority between client and lawyer), 1.3 (diligence), 1.4(a) (communication), 1.16(a) (declining or terminating representation), and 3.2 (expediting litigation), and is hereby publicly censured for this violation.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

NURU WITHERSPOON

TEXAS LAWYER

On January 21, 2025, Nuru Witherspoon, an attorney licensed to practice law in Texas, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Mr. Witherspoon, by and through two (2) non-lawyer independent contractors employed by his law firm, unlawfully solicited Tennessee families while they were planning funerals in connection with the death of a child in Memphis and with the Woodmore Elementary school bus crash that occurred in Chattanooga. Mr. Witherspoon's contracted employees targeted communication to the victims' families within thirty (30) days of the accidents, engaging in five (5) acts of solicitation in violation of the Unauthorized Practice of Law ("UPL") Statute and one (1) act of a non-lawyer falsely advertising or holding himself out as a lawyer in violation of the UPL Statute. Mr. Witherspoon ordered, or with knowledge of the specific conduct ratified, the contracted employees' conduct or had direct supervisory authority over the employees and knew of their conduct at the time and failed to take reasonable remedial action to correct it. Mr. Witherspoon was aware of and responsible in his supervisory role for the contract employees' conduct. Mr. Witherspoon also acted in common enterprise with the contract employees in committing unfair or deceptive practices.

By these acts, Mr. Witherspoon, has violated Rules of Professional Conduct 5.3(c) (responsibilities regarding nonlawyer assistance), 7.3(a) & (b) (solicitation of potential clients), and 8.4(a) & (c) (misconduct) and is hereby Publicly Censured for this violation.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

SAMUEL JOHN MULDAVIN, BPR #013498

SHELBY COUNTY

On March 26, 2025, Samuel John Muldavin, 013498, an attorney licensed to practice law in Tennessee, received a Public Censure from the Board of Professional Responsibility of the Tennessee Supreme Court.

Mr. Muldavin agreed to represent two clients in defense of a detainer action filed in General Sessions Court. Prior to Mr. Muldavin's involvement, the clients surrendered possession. The clients were served through notice posted on the door of their former residence. No further service was

attempted. Mr. Muldavin agreed to the representation through referral from a third-party. Mr. Muldavin never communicated with one of the clients at any time during the representation, and did not communicate with the second client until the morning of trial. Mr. Muldavin had no prior experience handling residential landlord tenant matters and did not complete any research of applicable law during the representation or otherwise take any action to prepare for trial. Mr. Muldavin also agreed to the scheduling of trial for calculation of money damages, fees, and costs, despite the inadequacy of service of process.

On the day of trial, one of the two clients appeared. Mr. Muldavin proposed that the client not object to entry of a judgment and authorize Mr. Muldavin to appeal whatever judgment was entered to Circuit Court, despite the fact that the amount of the landlord's damages claim was not yet known. The client agreed. Despite not having communicated with the second client, Mr. Muldavin advised the tribunal that he was appearing on behalf of both clients and that neither client objected to entry of a money judgment. Mr. Muldavin and the client left the courthouse after Mr. Muldavin's announcement. The landlord's counsel proceeded to introduce her proof and obtain a money judgment. Mr. Muldavin timely appealed the judgment to Circuit Court. The client discharged Mr. Muldavin shortly after and obtained successor counsel. A judgment was subsequently entered in Circuit Court affirming the amount of the money judgment.

By these acts, Mr. Muldavin has violated Rules of Professional Conduct 1.1 (*competence*), 1.2(a)(*allocation of authority between client and lawyer*), 1.3 (*diligence*), 1.4 (*communication*), 1.5(b)(*scope of representation*), and 3.3(a)(1)(*misrepresentation to a tribunal*), and is hereby Publicly Censured for these violations.

A Public Censure is a rebuke and warning to the attorney, but it does not affect the attorney's ability to practice law.

REINSTATEMENTS

WENDELL CORNELIUS DAWSON, BPR #012960
DAVIDSON COUNTY

By Order of the Tennessee Supreme Court entered November 7, 2024, Wendell Cornelius Dawson was reinstated to the active practice of law.

On January 26, 2024, Mr. Dawson was suspended by the Supreme Court of Tennessee for three (3) years with three (3) months active suspension and the remainder on probation. Mr. Dawson filed a Petition for Reinstatement to the practice of law pursuant to Tennessee Supreme Court Rule 9, Section 30.4(c) on September 30, 2024. The Board found the Petition was satisfactory and submitted an Order of Reinstatement to the Court.

Mr. Dawson's reinstatement to the active practice of law is conditioned upon his compliance with Tennessee Supreme Court Rule 9, Section 12.9 regarding engagement of a practice monitor during the probationary period who will meet with him monthly to review basic office procedures such as scheduling and maintenance of case deadlines and the use of written communications and fee agreements and who will provide monthly written reports of Mr. Dawson's progress to Disciplinary Counsel. As a further condition of probation, Mr. Dawson shall incur no new complaints of misconduct that relate to conduct occurring during the period of probation that result in the recommendation by the Board that discipline be imposed.

JASON LEE HOLLY, BPR #024279

CARTER COUNTY

By Order of the Tennessee Supreme Court entered February 18, 2025, Jason Lee Holly was reinstated to the active practice of law.

On October 28, 2024, Mr. Holly was temporarily suspended for failure to respond to the Board of Professional Responsibility. On January 3, 2025, Mr. Holly provided an appropriate response to the Board and filed a Petition to Dissolve the Temporary Suspension. The Board filed a response on January 7, 2025, and filed a Supplemental Answer on January 8, 2025. On January 17, 2025, the Supreme Court enter an Order referring the matter to the Board for a hearing pursuant to Tenn. Supreme Court R. 9, § 12.7. A hearing on the petition was held before a Board Panel on February 7, 2025. Subsequent to the hearing, Mr. Holly submitted proof of his compliance with Tenn. Sup. Ct. R. 9, § 28, and the same was provided to the Panel. On February 13, 2025, the Board Panel entered its Report and Recommendations recommending dissolution of the temporary suspension.

ROBERT REDMAN LASER, III., BPR #031202

DAVIDSON COUNTY

On October 7, 2024, the Supreme Court of Tennessee reinstated Robert Redman Laser, III, to the active practice of law.

On November 1, 2023, Mr. Laser was temporarily suspended by the Supreme Court of Tennessee for failing to respond to the Board of Professional Responsibility concerning a complaint of misconduct. Mr. Laser filed a Petition for Dissolution and Reinstatement pursuant to Tennessee Supreme Court Rule 9, Section 12.3 on September 25, 2024, demonstrating he had responded to the disciplinary complaint, complied with the conditions imposed by the Order of Temporary Suspension, and submitted his affidavit in compliance with Tennessee Supreme Court Rule 9, Section 28. The Board filed a response acknowledging the Petition was satisfactory and submitted an Order of Reinstatement to the Court.

JASON SCOTT MANGRUM, BPR #018098

WILLIAMSON COUNTY

By Order of the Tennessee Supreme Court entered November 7, 2024, Jason Scott Mangrum was reinstated to the active practice of law.

On October 4, 2024, Mr. Mangrum was suspended by the Supreme Court of Tennessee for a period of six (6) months with thirty (30) days active suspension. Mr. Mangrum filed a Petition for Reinstatement to the practice of law pursuant to Tennessee Supreme Court Rule 9, Section 30.4(c), on October 28, 2024. The Board found the Petition was satisfactory and submitted an Order of Reinstatement to the Court. Mr. Mangrum's reinstatement to the active practice of law and grant of probation is conditioned upon his continuing compliance with, and timely satisfaction of, the conditions set forth in the Order of Enforcement entered October 4, 2024.

JEDIDIAH CHARLES MCKEEHAN, BPR #026473

KNOX COUNTY

By Order of the Tennessee Supreme Court entered December 5, 2024, Jedidiah Charles McKeehan was reinstated to the active practice of law pending further order of the Court.

On December 3, 2024, the Supreme Court entered an Order of Enforcement suspending Mr. McKeehan for thirty (30) days. On December 4, 2024, a Joint Motion to Vacate Order of Enforcement was filed by Mr. McKeehan and the Board advising the Supreme Court that the entry of the Order of Enforcement was premature, and it would be appropriate to vacate the Order of Enforcement and reinstate Mr. McKeehan to the active practice of law pending further orders of the Tennessee Supreme Court.

DISABILITY INACTIVE

HORACE MAYNARD BROWN, III, BPR #001870

BLOUNT COUNTY

By Order of the Tennessee Supreme Court entered February 12, 2025, the law license of Horace Maynard Brown, III, was transferred to disability inactive status pursuant to Section 27.3 of Tennessee Supreme Court Rule 9.

Mr. Brown cannot practice law while on disability inactive status and shall comply with the requirements of Tennessee Supreme Court Rule 9, Section 28, regarding the obligations and responsibilities of attorneys transferred to disability inactive status. He may return to the practice of law after reinstatement by the Tennessee Supreme Court upon showing that his disability has been removed in accordance with Tennessee Supreme Court Rule 9, Section 27.7.

STEVEN LEE LEFKOVITZ, BPR #005953

DAVIDSON COUNTY

By Order of the Tennessee Supreme Court entered November 7, 2024, the law license of Steven Lee Lefkovitz was transferred to disability inactive status pursuant to Section 27.3 of Tennessee Supreme Court Rule 9.

Mr. Lefkovitz cannot practice law while on disability inactive status and shall comply with the requirements of Tennessee Supreme Court Rule 9, Section 28, regarding the obligations and responsibilities of attorneys transferred to disability inactive status. He may return to the practice of law after reinstatement by the Tennessee Supreme Court upon showing that his disability has been removed in accordance with Tennessee Supreme Court Rule 9, Section 27.7.

MICHAEL JOSEPH PARKS, BPR #008740

SHELBY COUNTY

By Order of the Tennessee Supreme Court entered January 15, 2025, the law license of Michael Joseph Parks was transferred to disability inactive status pursuant to Section 27.3 of Tennessee Supreme Court Rule 9.

Mr. Parks cannot practice law while on disability inactive status and shall comply with the requirements of Tennessee Supreme Court Rule 9, Section 28 regarding the obligations and

responsibilities of attorneys transferred to disability inactive status. He may return to the practice of law after reinstatement by the Tennessee Supreme Court upon showing that his disability has been removed in accordance with Tennessee Supreme Court Rule 9, Section 27.7.

CYNTHIA JEANNE TOBIN, BPR #016318

SHELBY COUNTY

By Order of the Tennessee Supreme Court entered November 22, 2024, the law license of Cynthia Jeanne Tobin was transferred to disability inactive status pursuant to Section 27.4 of Tennessee Supreme Court Rule 9.

Ms. Tobin cannot practice law while on disability inactive status and shall comply with the requirements of Tennessee Supreme Court Rule 9, Section 28 regarding the obligations and responsibilities of attorneys transferred to disability inactive status. Ms. Tobin may return to the practice of law after reinstatement by the Tennessee Supreme Court upon showing of clear and convincing evidence that the disability has been removed in accordance with Tennessee Supreme Court Rule 9, Section 27.7.

JAMES L. WOODARD, BPR #002728

WILLIAMSON COUNTY

By Order of the Tennessee Supreme Court entered November 19, 2024, the law license of James L. Woodard was transferred to disability inactive status pursuant to Section 27.3 of Tennessee Supreme Court Rule 9.

Mr. Woodard cannot practice law while on disability inactive status and shall comply with the requirements of Tennessee Supreme Court Rule 9, Section 28, regarding the obligations and responsibilities of attorneys transferred to disability inactive status. Mr. Woodard may return to the practice of law after reinstatement by the Tennessee Supreme Court upon showing that his disability has been removed in accordance with Tennessee Supreme Court Rule 9, Section 27.

TRANSFERRED TO ACTIVE STATUS

ROBERT ANDREW FREE, BPR #030513

TENNESSEE LAWYER

By Order of the Tennessee Supreme Court entered December 27, 2024, the law license of Robert Andrew Free was transferred from inactive status to active status effective December 19, 2024, pursuant to Section 27.7 of Tennessee Supreme Court Rule 9.

On October 24, 2024, the Supreme Court entered an Order of Removal from Disability Inactive Status requiring Mr. Free to remain on inactive status pending resolution of a pending disciplinary matter. On December 19, 2024, Mr. Free resolved his pending disciplinary matter and the Supreme Court entered an Order of Reinstatement to Active Status reinstating Mr. Free to active status effective December 19, 2024.

GILBERT HENRY JACOBSON, BPR #011285

SHELBY COUNTY

By Order of the Tennessee Supreme Court entered February 18, 2025, the law license of Gilbert Henry Jacobson was transferred from disability inactive status to active status pursuant to Section 27.7 of Tennessee Supreme Court Rule 9.

On June 18, 2019, Mr. Jacobson was placed on disability inactive status. Mr. Jacobson filed a Petition for Reinstatement to active status on January 17, 2025, demonstrating he no longer has a disability. Pursuant to the Order of the Tennessee Supreme Court, Mr. Jacobson is immediately eligible to resume the active practice of law in the State of Tennessee.

TENNESSEE LAWYERS' FUND

for CLIENT PROTECTION

FUND PAYMENT

CHRISTOPHER SHAWN ROBERTS BPR #033510

KNOX COUNTY

On December 17, 2024, the Tennessee Lawyers' Fund for Client Protection (Lawyers' Fund) paid a claim filed against Christopher Shawn Roberts, in the amount of \$2,405.50.

Lawyers' Fund, financed by Tennessee lawyers and judges, was established by the Tennessee Supreme Court to reimburse individuals for losses caused by the rare instances of dishonest conduct by attorneys. The Tennessee Supreme Court appoints a Lawyers' Fund Board, consisting of six lawyers and three non-attorney members, who serve without compensation in considering and paying claims pursuant to Tennessee Supreme Court Rule 25.

Mr. Roberts is required to reimburse Lawyers' Fund for the amount paid to any claimant pursuant to Tennessee Supreme Court Rule 25 Section 16 and/or the Order of Enforcement entered by the Supreme Court of Tennessee.