

MISC. DOCKET NO. _____

**IN THE SUPREME COURT OF TEXAS
MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW**

OF


CHRISTOPHER JAMES NORMAN

NOW COMES Applicant, Christopher James Norman, State Bar No. 24060342, and hereby resigns as an Attorney and Counselor at Law in the State of Texas. Applicant hereby submits to the Court his resignation as an Attorney and Counselor at Law and prays that the Court accept said resignation.

Attached hereto is the law license and permanent State Bar card issued by this Court to the Applicant, Christopher James Norman. Said License and permanent State Bar card are hereby surrendered by the Applicant.

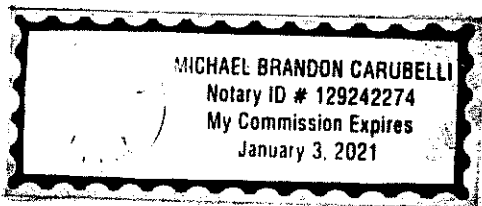
Applicant is voluntarily resigning and withdrawing from the practice of law and does so in lieu of discipline.

Applicant prays that his name be dropped and deleted from the list of persons licensed to practice law in Texas and that his resignation be accepted.



Christopher James Norman
State Bar No. 24060342

SUBSCRIBED AND SWORN to before me by the said Christopher James Norman this the 13TH day of August, 2019, to certify which witness my hand and seal of office.





NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

MISC. DOCKET NO. _____

**IN THE SUPREME COURT OF TEXAS
RESPONSE TO MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW**

OF

CHRISTOPHER JAMES NORMAN

TO THE HONORABLE SUPREME COURT OF TEXAS:

Pursuant to the Texas Rules of Disciplinary Procedure, the Chief Disciplinary Counsel of the State Bar of Texas, acting by and through the Commission for Lawyer Discipline, hereby files this Response to the Motion for Acceptance of Resignation in lieu of discipline filed by Christopher James Norman, State Bar No. 24060342 and would show as follows:

I.

The acceptance by the Court of the Resignation of Christopher James Norman is in the best interest of the public and of the profession.

II.

The following allegations of Professional Misconduct are pending:

201901158 – Greenberger Complaint

Complainant, Michael Greenberger, filed this complaint on behalf of his company, Prime Case Funding, LLC (“PCF”). On or about February 13, 2019, Respondent, Christopher Norman, contacted PCF purportedly on behalf of a personal injury client requesting a cash advance on any settlement. In order to secure funds from PCT, Respondent provided documents purporting to be a police report, an MRI report, a report from an orthopedic medical provider, and an offer of settlement from an insurance carrier. The documents were not authentic. Each document was obviously altered from a prior accident that involved other individuals. Specifically, the police

accident report and the insurance settlement offer were from a 2016 accident in which Respondent's wife was injured. Additionally, the client for who purportedly made the application denied being involved in a car accident in 2018 or seeking an advance from PCF.

In his response to the complaint, Respondent again asserted that his client requested the legal funding advance. He further falsely claimed that he received a check from his client's insurance carrier on February 19, 2019, and repaid the advance on February 22, 2019, on behalf of his client.

The conduct described above is in violation of the following Texas Disciplinary Rules of Professional Conduct:

- Rule 8.01(a) An applicant for admission to the bar, a petitioner for reinstatement to the bar, or a lawyer in connection with a bar admission application, a petition for reinstatement, or a disciplinary matter, shall not knowingly make a false statement of material fact.
- Rule 8.04(a)(2) A lawyer shall not commit a serious crime or commit any other criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects.
- Rule 8.04(a)(3) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

201900838 – Cranford Complaint

In July of 2012, Delores White hired Respondent, Christopher James Norman, to represent her in a wrongful death claim following the death of her mother, Wilma O'Neil. Thereafter, White's five siblings ("O'Neil clients") also hired Respondent for the same matter. Respondent failed to file any claim against any potential responsible third party or with any responsible party's insurance carrier. Additionally, Respondent never filed a lawsuit in the matter and the statute of limitations bars the O'Neil clients from any potential remedy or damages.

In early 2016, Respondent represented that the case had settled when it had not. Even though Respondent received no settlement funds in the matter, between February 2016 and April 2017, Respondent distributed various amounts to the O'Neil clients from his trust account. The total amount of payments made to the clients was over \$90,000. However, in his communications with the Office of the Chief Disciplinary Counsel, Respondent denied advancing funds to any of the clients.

A review of Respondent's trust account statements indicate that Respondent commingled personal and client funds by: making rent payments; making a payment to a gun shop that was not related to any client matter; making payments to the O'Neil clients; and depositing funds received from business loans into the trust account. There were also several instances of insufficient funds in the trust account. Further, there were multiple deposits of settlement funds into Respondent's operating account that should have been placed in Respondent's trust account.

The conduct described above is in violation of the following Texas Disciplinary Rules of Professional Conduct:

Rule 1.01(b)(1) In representing a client, a lawyer shall not neglect a legal matter entrusted to the lawyer.

Rule 1.14(a) A lawyer shall hold funds and other property belonging in whole or in part to clients or third persons that are in the lawyer's possession in connection with a representation separate from the lawyer's own property. Such funds shall be kept in a separate account, designated as a "trust" or "escrow" account, maintained in the state where the lawyer's office is situated or elsewhere with the consent of the client or third person. Other client property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

1.14(c) When in the course of representation a lawyer is in possession of funds or other property in which both the lawyer and another person claim interests, the property shall be kept separate by the lawyer until there is an accounting and severance of their interest. All funds

in a trust or escrow account shall be disbursed only to those persons entitled to receive them by virtue of the representation or by law. If a dispute arises concerning their respective interests, the portion in dispute shall be kept separated by the lawyer until the dispute is resolved, and the undisputed portion shall be distributed appropriately.

Rule 8.01(a) An applicant for admission to the bar, a petitioner for reinstatement to the bar, or a lawyer in connection with a bar admission application, a petition for reinstatement, or a disciplinary matter, shall not knowingly make a false statement of material fact.

Rule 8.04(a)(3) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

201901911 – Murray Complaint

On or about March 8, 2015, Complainant, Mark Murray, hired Respondent, Christopher James Norman, to represent him on a personal injury claim after sustaining injuries in a motor vehicle accident. The case settled for \$24,900 and the settlement check was signed on March 5, 2019. Respondent negotiated with medical providers to reduce the amount they would accept for services rendered to Complainant. During the time negotiations were on going, Complainant requested advances from the settlement funds and, as of April 8, 2019, Respondent provided payments totaling \$7,450. On April 10, 2019, Respondent sent Complainant a Settlement Disbursement & Release of Attorney (“Settlement Statement”) which reflected that Respondent waived any case expenses, reduced his 33 1/3% contingency fee by twenty-five percent, the amounts medical providers would receive, and that Complainant was entitled to \$7,430. The Settlement Statement indicated that Key Health Medical Solutions would be paid \$3,986, although the agreed reduction was for \$4,200, and that Preferred Imaging would be paid \$6,500. However, Respondent did not pay either medical provider.

The conduct described above is in violation of the following Texas Disciplinary Rules of Professional Conduct:

Rule 1.14(b) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

201903603 – Omotunde Complaint

In November of 2017, Complainant, Joshua Omotunde, hired Respondent, Christopher James Norman, to represent him in lawsuit against a rental company. Complainant paid Respondent an advanced fee of \$1,550. Although Respondent had Complainant appear for two court dates, when Complainant appeared Respondent admitted he had not filed the lawsuit. Complainant alleges that Respondent may have changed his work address and telephone number.

The conduct described above alleges a violation of the following Texas Disciplinary Rules of Professional Conduct:

Rule 1.03(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

III.

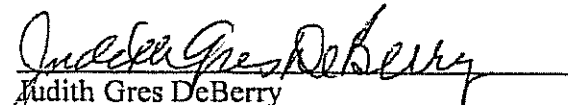
WHEREFORE, the State Bar of Texas moves the Court to accept the resignation in lieu of discipline and grant the motion filed by Applicant.

Respectfully Submitted,

Seana Willing
Chief Disciplinary Counsel

Judith Gres DeBerry
Assistant Disciplinary Counsel
Office of the Chief Disciplinary Counsel
State Bar of Texas
P.O. Box 12487
Austin, Texas 78711

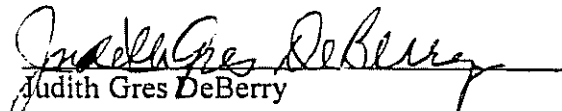
Telephone: (512) 427.1350
FAX: (512) 427-4167


Judith Gres DeBerry
State Bar No. 24040780
Assistant Disciplinary Counsel

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served upon Christopher James Norman on this the 1st day of August, 2019, as follows:

Christopher James Norman
1801 Trimmier Road, Suite A-2
Killeen, TX 76541-8513
Via Email to cnorm@protonmail.com


Judith Gres DeBerry

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IN THE SUPREME COURT OF TEXAS

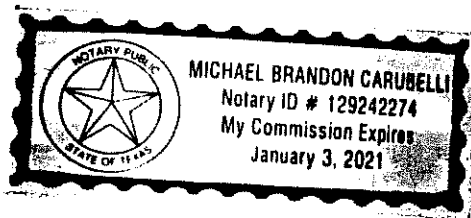
ACKNOWLEDGMENT OF RECEIPT
AND WAIVER OF TEN-DAY PERIOD
FOR WITHDRAWAL OF MOTION FOR ACCEPTANCE OF RESIGNATION

I, Christopher James Norman, have this day received a copy of the Response to Motion for Acceptance of Resignation as Attorney and Counselor at Law from the Commission for Lawyer Discipline through the Office of the Chief Disciplinary Counsel. I have reviewed the Commission's Response in its entirety. I hereby waive the ten (10) day period in which to request withdrawal of my motion for acceptance of resignation under Rule 10.02 of the Texas Rules of Disciplinary Procedure.



Christopher James Norman
State Bar No. 24060342

SUBSCRIBED AND SWORN TO BEFORE ME by the said Christopher James Norman on this the 13TH day of AUGUST, 2019, to certify which witness my hand and official seal.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

ORDER OF THE SUPREME COURT OF TEXAS

MISC. DOCKET NO. 19 - _____

IN THE MATTER OF CHRISTOPHER JAMES NORMAN

The Court has reviewed the Motion for Acceptance of Resignation as Attorney and Counselor at Law in Lieu of Disciplinary Action of Christopher James Norman (the Motion) and the Response of the Office of the Chief Disciplinary Counsel for the Commission for Lawyer Discipline (the Response). The Court concludes each meets the requirements of Part X of the Texas Rules of Disciplinary Procedure. The Court finds that Christopher James Norman has waived his right to withdraw the Motion. Therefore, the Court deems the professional misconduct detailed in the Response conclusively established for all purposes. The Court further concludes that Christopher James Norman's resignation is in the best interest of the public, the profession and Christopher James Norman.

Therefore, the law license of Christopher James Norman of Killeen, Texas, State Bar Card Number 24060342 is canceled. Christopher James Norman must immediately surrender his State Bar Card and Texas law license to the Clerk of the Supreme Court of Texas or file with the Court an affidavit stating why he cannot.

Christopher James Norman is prohibited from practicing law in the State of Texas. He is prohibited from holding himself out as an attorney at law, performing legal services for others, giving legal advice to others, accepting any fee directly or indirectly for legal services, appearing as counsel or in any representative capacity in any proceeding in any Texas court or before any Texas administrative body (whether state, county, municipal, or other), or holding himself out to others or using his name in any manner in conjunction with the words "Attorney at Law," "Counselor at Law," or "Lawyer."

Additionally, Christopher James Norman must immediately notify in writing each of his current clients and opposing counsel of his resignation. He must also return any files, papers, unearned monies and other property in his possession belonging to any client or former client to the respective client or former client or to another attorney at the client's or former client's request. Christopher James Norman must file with the Statewide Compliance Monitor, State Bar of Texas, P.O. Box 12487, Austin, Texas 78711, within thirty days of the date of this Order an affidavit stating that all current clients and opposing counsel have been notified of his resignation and that all files, papers, monies and other property belonging to all clients and former clients have been returned.

Finally, Christopher James Norman must, within thirty days after the date of this Order, notify in writing each justice of the peace, judge, magistrate, and chief justice of each court in which Christopher James Norman has any matter pending of the terms of this Order, the style and cause number of the pending matter(s), and the name, address and telephone number of the client(s) Christopher James Norman is representing in court. Christopher James Norman must file with the Statewide Compliance Monitor, State Bar of Texas, P.O. Box 12487, Austin, Texas 78711, within thirty days of the date of this Order an affidavit stating that he has notified in writing each justice of the peace, judge, magistrate, and chief justice of each court in which he has any matter pending of the terms of this Order, the style, and cause number of the pending matter(s), and the name, address and telephone number of the client(s) he is representing in Court.

SO ORDERED this _____ day of _____ 2019.

Nathan L. Hecht, Chief Justice

Paul W. Green, Justice

Eva M. Guzman, Justice

Debra H. Lehrmann, Justice

Jeffrey S. Boyd, Justice

John P. Devine, Justice

Jeffrey V. Brown, Justice

James D. Blacklock, Justice

J. Brett Busby, Justice

Misc. Docket No. 19-_____