

IN THE
SUPREME COURT OF TEXAS
IN THE MATTER OF
JAMES L. NORTON
MISC. DOCKET NO. 92- 0062

ORDER

On this day, the Court considered the Motions for Acceptance of Resignation as Attorney and Counselor at Law of James L. Norton, together with the Concurring Motions of the State Bar of Texas, and the Certification of the General Counsel of the State Bar of Texas. The Court has reviewed said Motions and Certification and finds each to be legally sufficient. The Court, being advised that such resignation is tendered in lieu of disciplinary action, and being of the opinion that such resignation is in the public interest and will meet the ends of justice, hereby concludes that the following order is appropriate.

IT IS ORDERED that the Law License of James L. Norton of Polk County, Texas, State Bar Card No. 15109000, heretofore issued by this Court, be cancelled and his name be dropped and deleted from the list of persons licensed to practice law in Texas.

IT IS FURTHER ORDERED that James L. Norton is permanently enjoined from practicing law in Texas, holding himself out as an attorney at law, performing any legal services for others, accepting any fee directly or indirectly for legal services, appearing as counsel or in any representative capacity

in any proceeding in any court in any Texas court or before any Texas administrative body, or holding himself out to others or using his name, in any manner, in conjunction with the words "attorney at law," "attorney," "counselor at law," or "lawyer."

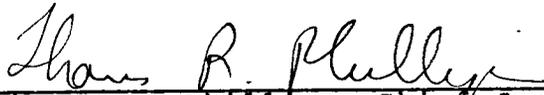
IT IS FURTHER ORDERED that James L. Norton immediately notify each of his current clients in writing of this resignation in lieu of discipline. In addition to such notification, the Respondent is ORDERED to return all files, papers, monies and other property belonging to clients and former clients in the Respondent's possession to the respective clients or former clients or to another attorney at the client's or former client's request. Said Respondent is ordered to file with this Court within thirty (30) days of the date of this Judgment an affidavit stating that all current clients have been notified of the Respondent's resignation in lieu of discipline, and that all files, papers, monies and other property belonging to all clients and former clients have been returned as ordered herein.

IT IS FURTHER ORDERED that James L. Norton immediately surrender his Texas law license and his State Bar Card to the Clerk of the Supreme Court of Texas or file with the Court an affidavit stating the cause of his inability to do so.

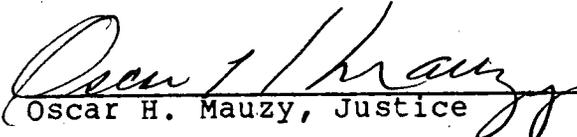
IT IS FURTHER ORDERED that James L. Norton shall make restitution to Kyle Gordon Tompkins in the amount of Nine Hundred and no/100 (\$900.00) Dollars as an absolute condition precedent to making application for reinstatement to admission to the State Bar of Texas. In the event that the Client

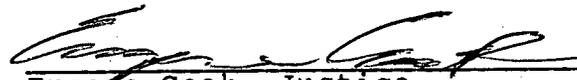
Security Fund makes payment of all or any portion of Nine Hundred and no/100 (\$900.00) Dollars to Kyle Gordon Tompkins, James L. Norton is ordered to pay the Client Security Fund the amount of money paid by the Client Security Fund to Kyle Gordon Tompkins and the balance, if any, of said Nine Hundred and no/100 (\$900.00) Dollars to Kyle Gordon Tompkins.

By the Court, en banc, in chambers, on this 6th day of April, 1992.

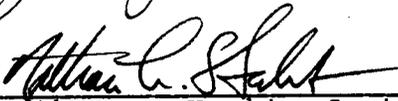

Thomas R. Phillips, Chief Justice

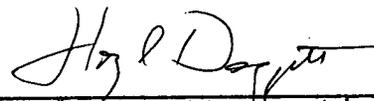

Raul A. Gonzalez, Justice


Oscar H. Mauzy, Justice

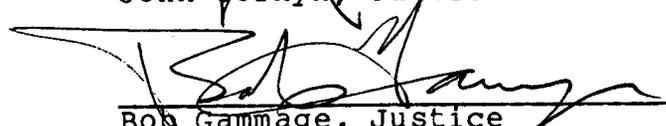

Eugene Cook, Justice


Jack Hightower, Justice


Nathan L. Hecht, Justice


Lloyd Doggett, Justice


John Cornyn, Justice


Bob Gammage, Justice

STATE BAR OF TEXAS



Office of the General Counsel

March 10, 1992

Mr. John T. Adams, Clerk
Supreme Court of Texas
P.O. Box 12248
Austin, Texas 78711

Re: Resignation of attorney James L. Norton
State Bar Card No. 15109000

Dear Mr. Adams:

Enclosed for filing please find the following documents
pertaining to the resignation of attorney James L. Norton:

2 copies of the Supreme Court Order
Motion for Acceptance of Resignation
Concurring Motion for Acceptance of Resignation from
the 2-B Grievance Committee, State Bar of Texas
Concurring Motion for Acceptance of Resignation from
the 3-B Grievance Committee, State Bar of Texas
Certification of the General Counsel, State Bar of Texas

Please present this matter to the Court at the earliest
possible date. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Miller".

Dawn Miller
Senior Assistant General Counsel

enclosures

IN THE SUPREME COURT OF TEXAS

MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW

OF

JAMES L. NORTON

TO THE HONORABLE SUPREME COURT OF TEXAS:

NOW COMES your applicant, James L. Norton, State Bar Card No. 15109000, of Polk

County, Texas, and hereby resigns as an attorney and counselor of law in the State of Texas;

and hereby submits to the Court his resignation as an attorney and counselor of law and prays

that the Court accept such resignation.

JLN

Your applicant is voluntarily resigning and withdrawing from the practice of law

applicant prays that his name be dropped from the list of persons licensed to practice law in

Texas, and that his resignation be accepted.

Your applicant acknowledges that he is resigning from the practice of law in lieu of

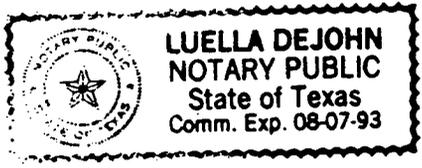
disciplinary action.

Respectfully submitted this 9th day of December 1991.

James L. Norton

James L. Norton

SUBSCRIBED AND SWORN to before me on this 9th day of December, 1991.
by James L. Norton.



Luella DeJohn

Notary Public in and for
the State of Texas

LUELLA DeJohn

Printed Name of Notary

8-7-93

My Commission Expires

JLN

which shall take

effect at 12:00 o'clock P.M. January 15, 1992;

taking effect at 12:00 o'clock P.M. January 15, 1992.

for reasons of very poor health; JLN

IN THE SUPREME COURT OF THE STATE OF TEXAS
CONCURRING MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW
OF
JAMES L. NORTON

TO THE HONORABLE SUPREME COURT OF TEXAS:

The Grievance Committee for State Bar District No. 2-B, State Bar of Texas (hereinafter called the "Grievance Committee"), moves the Court to accept the Resignation as Attorney and Counselor at Law of James L. Norton, showing the Court:

I.

On December 9, 1991, James L. Norton voluntarily executed a Motion for Acceptance of Resignation as Attorney and Counselor at Law effective January 15, 1992. The Grievance Committee hereby concurs in such motion. Acceptance of such resignation in lieu of disciplinary action will protect the public.

II.

In connection with such resignation, the Grievance Committee makes the following findings of fact:

1) James L. Norton (hereinafter called "Norton") is an attorney licensed to practice law in Texas and a member of the State Bar of Texas. James L. Norton resides in Polk County, Texas.

2) In 1986, Norton was hired as the attorney of record for John Herman Doles in the State of Texas v. John Herman Doles (hereinafter called "Doles"), in the District Court of Nacogdoches County, Texas, 145th Judicial District, wherein Doles was charged

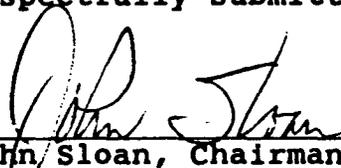
with aggravated sexual assault of a male child under the age of fourteen. Norton represented Doles through a jury trial, as a result of which Doles was convicted and sentenced to life imprisonment. As a result of the manner in which Norton conducted the trial, the judgment of conviction was reversed in part because Norton's recurring failure to make proper objections represented professionally unreasonable errors which adversely affected Doles' defense in the case and that a reasonable probability exists that the punishment assessed by the jury would have been different but for Norton's professional errors.

III.

Based on the foregoing findings of fact, the Grievance Committee concludes as a matter of law that James L. Norton committed professional misconduct by violating Disciplinary Rules: 1-102(A)(6), 6-101(A)(2), and 7-101(A)(3) of the Texas Code of Professional Responsibility.

The Grievance Committee prays that the Court accept the resignation as an Attorney and Counselor at Law of James L. Norton and drop his name from the list of persons licensed to practice law in the State of Texas.

Respectfully submitted,



John Sloan, Chairman
Grievance Committee for State Bar
District No. 2-B
State Bar of Texas

IN THE SUPREME COURT OF THE STATE OF TEXAS
CONCURRING MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW
OF
JAMES L. NORTON

TO THE HONORABLE SUPREME COURT OF TEXAS:

The Grievance Committee for State Bar District No. 3-B, State Bar of Texas, moves the Court to accept the Resignation as Attorney and Counselor at Law of James L. Norton, showing the Court:

I.

On December 9, 1991, James L. Norton, voluntarily executed a Motion for Acceptance of Resignation as Attorney and Counselor at Law effective January 15, 1992. The Grievance Committee hereby concurs in such motion. Acceptance of such resignation in lieu of disciplinary action will protect the public.

II.

In connection with such resignation, the Grievance Committee makes the following findings of fact:

1) James L. Norton (hereinafter called "Norton") is an attorney licensed to practice law in Texas and a member of the State Bar of Texas. James L. Norton resides in Polk County, Texas.

2) In or around April of 1989, Kyle Gordon Tompkins (hereinafter called "Tompkins") retained Norton to act as his

attorney and represent his interests in seeking to recover for all injuries and damages sustained by Tompkins as a result of a work-related accident which occurred on or about December 30, 1988 (hereinafter referred to as "Tompkins' workers compensation claim"). At some time prior to Tompkins' retention of Norton, Tompkins had retained Russell Briggs (hereinafter called "Briggs") to act as his attorney in connection with Tompkins' workers compensation claim.

In or around October of 1989, a compromise or settlement of Tompkins' workers compensation claim was arrived at wherein a total of Three Thousand Two Hundred Sixty and no/100 (\$3,260.00) Dollars would be paid to Tompkins out of which Five Hundred Sixty-five and no/100 (\$565.00) Dollars would be paid to Briggs as attorney's fees.

In or around November of 1989, a check representing the total settlement amount set forth in the Compromise Settlement Agreement pertaining to the Tompkins' workers compensation claim (hereinafter called the "Tompkins CSA") and made payable to the order of Kyle Gordon Tompkins, James L. Norton, and Russell Briggs was received by Norton. On or about November 10, 1989, Norton met with Tompkins. Tompkins indicated that he wanted to receive the settlement as soon as possible or words to that

effect. Norton induced Tompkins to endorse the settlement check, assured Tompkins that he would take care of obtaining the necessary endorsements on the settlement check or words to that effect, and told Tompkins that he would settle up with Tompkins by issuing to Tompkins a check from Norton's operating account. Norton then wrote Tompkins a check numbered 5342 from his wife's checking account, styled "Sharon Winningham" in the amount of One Thousand Three Hundred Forty Five and no/100 (\$1,345.00) Dollars (said check being hereinafter referred to as "Tompkins settlement check"). The Tompkins settlement check contained the words "full and final settlement, Kyle Tompkins vs. Livingston Petroleum Prod." Tompkins, questioning the amount of the settlement, asked Norton for a written accounting. Norton failed and/or refused to furnish a written accounting. Norton deducted a total of Nine Hundred and no/100 (\$900.00) Dollars from Tompkins' share of the settlement proceeds without a colorable claim to do so. Norton represented to Tompkins that the Two Hundred and Fifty and no/100 (\$250.00) Dollars to be paid to Briggs represented repayment of a loan made by Briggs to Tompkins and, therefore, had to be deducted from Tompkin's share of the proceeds rather than it being a separate item as contemplated in the Tompkins CSA. Norton further deducted Five

Hundred Fifty and no/100 (\$550.00) Dollars from Tompkins' share of the proceeds, contending said sum represented advances and/or loans made by Norton to Tompkins. In truth and in fact, Norton had advanced or loaned to Tompkins only Two Hundred and no/100 (\$200.00) Dollars. Norton further deducted an additional Three Hundred and no/100 (\$300.00) Dollars from Tompkins' share with no explanation to Tompkins. Tompkins, being in need of funds, accepted the Tompkins settlement check. When Tompkins attempted to cash the Tompkins settlement check, it was dishonored because the account upon which it was drawn contained insufficient funds to cover the Tompkins settlement check.

Norton did not at the time of receipt of the Tompkins settlement check have or maintain a trust account. Norton did not deposit the Tompkins settlement check, which represented in part funds belonging to a client, into a trust account.

3) In or around August, 1987, Lora I. Aultz (hereinafter called "Aultz") employed Norton to represent her interests in a personal injury suit against Medical Arts Hospital and Dr. Bruce Blome for injuries she received while being treated for other unrelated injuries at Medical Arts Hospital. Norton filed suit on behalf of Aultz in or around August of 1989 under cause no 89-09031-E, styled Lora I. Aultz vs. Medical Arts Hospital and

further and repeated attempts to persuade Norton to withdraw, Norton continued on as attorney of record for Aultz in the Aultz lawsuit.

At or about the same time period, Aultz spoke to the court administrator for the 101st District Court where the Aultz lawsuit was pending and was informed that Norton had nonsuited the portion of the suit naming Dr. Blome as co-defendant. Norton had received no authorization from Aultz to nonsuit said claim, and Norton at no time informed Aultz of the nonsuit.

4) In or around January, 1987, Barbara and Michael Laird (hereinafter sometimes referred to as "the Lairds") hired Norton to represent them in a personal injury action against Williams Forest Products for injuries sustained by Michael Laird while acting within the course and scope of his employment. A lawsuit had been filed by Robert Grossman as the Lairds' attorney of record under cause number 40,724, styled Michael Wayne Laird et ux, Barbara Laird vs. Williams Forest Products Corporation, in the District Court of Liberty County, Texas, 75th Judicial District (hereinafter referred to as "Laird lawsuit"). The Lairds terminated their representation by Robert Grossman and Norton became the Lairds' attorney of record by order granting a Motion to Substitute Counsel on or about January 19, 1987. For

approximately two (2) years thereafter, Norton performed no meaningful legal services on the Lairds' behalf. Norton failed to amend the Laird lawsuit to add other parties who were potentially liable for damages sustained by Michael Laird even though such information was provided to Norton by the Lairds. Norton initiated no paper discovery and took no depositions on behalf of the Lairds.

On or about May 11, 1989, the Laird lawsuit was dismissed for want of prosecution. Norton filed an untimely Motion to Reinstate. The postal receipt "green card" received by Norton's office signifying the court's receipt of Norton's Motion to Reinstate, did not indicate a date of delivery. Norton or one of his employees at his direction inserted the receipt date on the green card to state that it was received by the Court on June 12, 1987, within the deadline. While the presiding judge granted two hearings on the Motion to Reinstate, it was eventually determined by the Court that Norton had failed to timely file a Motion to Reinstate and the Laird lawsuit was dismissed on or about July 26, 1989. Norton thereafter failed to inform the Lairds that the Laird lawsuit had been dismissed and that the statute of limitations had expired on the causes of action arising out of Michael Laird's injuries which formed the

basis of the Laird lawsuit. Norton in fact continued to tell the Lairds that the suit was proceeding. The Lairds were not informed of the dismissal until October of 1989 when Norton's legal assistant, Roderick Gaddy, informed them of it.

Barbara Laird subsequently terminated Norton by letter sent by registered mail and later requested the return of her file. Norton refused to release the files unless the Lairds signed a document which released Norton from all liability in the handling of their case and which stated that the responsibility for the dismissal of the suit was solely that of his legal assistant, Roderick Gaddy (hereinafter called "Laird release"). Barbara Laird refused to sign the release; however when her mother, Ann Sias (hereinafter referred to as "Sias") later requested the files when she was at Norton's office on another matter (hereinafter referred to as the "Blankenship Estate"), Norton advised and induced Sias to sign Barbara Laird's and Michael Laird's signatures on the Laird release. Norton failed to inform Sias that the Laird release purported to release Norton of his liability in mishandling the Laird lawsuit.

In or around January, 1990, the Lairds hired Laurence Daniel (hereinafter referred to as "Daniel") to file a

malpractice action against Norton, as well as to pursue further their personal injury action through possible contractual violations on the part of Williams Forest Products. On or about January 19, 1990, Norton was served notice that the Lairds were represented by Daniel. Thereafter, Norton continued to personally contact the Lairds both by telephone and letter, in an effort to have them withdraw Barbara Laird's grievance against Norton which she had filed with the State Bar District 3-B Grievance Committee on or about May 9, 1990. By letter dated June 1, 1990, Norton offered the Lairds twenty-five (25%) percent of Norton's fees earned in the Blankenship estate matter, not to exceed Fifty Thousand and no/100 (\$50,000.00) Dollars. Further, Norton contacted Daniel stating that he would settle the Lairds' malpractice action if Daniel prevented the Lairds from testifying against Norton before the District 3-B Grievance Committee.

5) In or around August, 1988, Richard McCall (hereinafter called "McCall") was discharged by Joshua Adams (hereinafter called "Adams") as Adams' attorney of record in a worker's compensation matter (hereinafter called the "Adams matter"). Adams subsequently hired Norton as his attorney of record in the Adams matter. McCall had performed Six Hundred and no/100

(\$600.00) Dollars worth of legal services on the Adams matter and had advanced Adams One Thousand Seven Hundred Twelve and no/100 (\$1,712.00) Dollars during said representation (said \$600.00 and \$1,712.00 being hereinafter collectively referred to as "McCalls' claim"). By letter from Norton to McCall dated on or about November 26, 1988, Norton agreed to protect McCalls' claim in any settlement and to forward a sum equivalent to McCalls' claim to McCall upon disbursement of the settlement proceeds, if any, provided McCall forwarded an itemized accounting of the advances and fees to Norton. McCall provided Norton with said accounting on two (2) separate occasions.

In or around December, 1988, the proceeds of the settlement of the Adams matter in the amount of approximately Thirty-Five Thousand and no/100 (\$35,000.00) Dollars were disbursed to Norton. Norton withheld from monies paid to Adams, inter alia, an amount of money equivalent to McCalls' claim, placing said amount of money in an operating account. Thereafter, McCall requested of Norton payment of McCalls' claim. Norton stated that Adams, McCalls' former client, disputed the advances and did not want to pay McCall. Norton knew or should have known such a statement to be false when made. Notwithstanding Norton's admission by letter dated on or about May 25, 1989,

that Adams did not dispute the advances made to Adams, Norton withheld from McCall One Thousand Seven Hundred Twelve and no/100 (\$1,712.00) Dollars until in or around August of 1989. Norton further withheld Six Hundred and no/100 (\$600.00) Dollars from McCall until on or about February 21, 1990, the day on which McCall testified before the District 3-B Grievance Committee regarding McCall's grievance against Norton. At no time did Norton place said funds representing McCall's claim in a separate, identifiable trust account.

6) In or around September, 1985, Deryl Oates (hereinafter referred to as "Oates") retained Norton on a contingency fee basis to represent his interests as plaintiff in a personal injury action resulting from an auto accident. Due to Norton's lack of action on his lawsuit, Oates, by letter dated on or about March 30, 1989, terminated Norton and requested the return of his file. Norton refused to return Oates' file in a timely manner, stating that Oates needed to sign a release which Norton would draft. Despite repeated requests for the file, Norton failed to draft the release until on or about May 24, 1989, and failed thereafter to inform Oates that such release was ready. On July 6, 1989, more than three months after his initial request, Oates personally picked up his file from Norton's secretary.

7) On or about January 24, 1989, Dirk Lengacher (hereinafter called "Lengacher") hired Norton to represent him in a divorce, paying Norton Two Hundred Fifty and no/100 (\$250.00) Dollars as attorney's fees. Lengacher attempted reconciliation shortly thereafter; however, Lengacher's wife thereafter left the state. On or about February 21, 1989, Lengacher requested that Norton go forward with the divorce action, paying Norton an additional One Hundred Forty-eight and no/100 (148.00) Dollars for filing and service fees. On or about May 30, 1989, Lengacher discovered that the divorce petition had not been filed. On or about May 31, 1989, Lengacher terminated Norton and requested the return of the file and his unearned fees. Norton refused to return the file or the fees, stating that the divorce petition had been filed when in fact it had not been filed. It was not filed until on or about June 2, 1989, several days later.

III.

Based on the foregoing findings of fact, the Grievance Committee concludes as a matter of law that James L. Norton committed professional misconduct by violating the following Disciplinary Rules: three (3) violations of 1-102(A)(4); 1-102(A)(5); four (4) violations of 1-102(A)(6); 2-110(A)(2); 2-110(B)(4); 6-101(A)(1); three (3) violations 6-101(A)(3);

three (3) violations of 7-101(A)(1); two (2) violations of 7-101(A)(2); three (3) violations of 7-101(A)(3); 9-101(A)(1); two (2) violations of 9-102(A)(2); 9-102(B)(2); and four (4) violations of 9-102(B)(4) of the Code of Professional Responsibility, State Bar Rules, Revised September, 1988, and by violating Disciplinary Rules 1.02(a)(2); 1.14(b); 1.15(a)(3); 4.02(a); and two (2) violations of 8.04(a)(3) of the Texas Disciplinary Rules of Professional Conduct, State Bar Rules, effective January 1, 1990. The Grievance Committee further finds and concludes as a matter of law that James L. Norton shall make restitution to Kyle Gordon Tompkins in the amount of Nine Hundred and no/100 (\$900.00) Dollars as an absolute condition precedent to making application for reinstatement to admission to the State Bar of Texas.

The Grievance Committee prays that the Court accept the resignation as an Attorney and Counselor at Law of James L. Norton and drop his name from the list of persons licensed to practice law in the State of Texas; and that the Court order that James L. Norton pay restitution to Kyle Gordon Tompkins in the amount of Nine Hundred and no/100 (\$900.00) Dollars and, in the event all or any portion thereof is paid to Kyle Gordon

Tompkins by the Client Security Fund, an amount equivalent to such payment be paid to the Client Security Fund with the remainder, if any, to be paid to Kyle Gordon Tompkins..

Respectfully submitted,



Robert E. DeLong, Chairman
Grievance Committee for State
Bar District No. 3-B
State Bar of Texas

IN THE SUPREME COURT OF THE STATE OF TEXAS

CERTIFICATION OF THE GENERAL COUNSEL
OF THE
STATE BAR OF TEXAS
REGARDING
JAMES L. NORTON

TO THE HONORABLE SUPREME COURT OF TEXAS:

I, James M. McCormack, General Counsel of the State Bar of Texas, in accordance with the Rules Governing the State Bar of Texas art. X, 15, hereby certify that there is pending disciplinary action against James L. Norton in Cause No. 13,384, styled The State Bar of Texas v. James L. Norton; In the District Court of Polk County, Texas; 2nd 9th Judicial District. The Grievance Committee for State Bar District No. 3-B, State Bar of Texas, and the Grievance Committee for State Bar District No. 2-B, State Bar of Texas, have each made findings of fact and conclusions of law pertaining to eight disciplinary matters pending in the above-referenced disciplinary lawsuit in their respective Concurring Motions for Acceptance of Resignation as Attorney and Counselor at Law of James L. Norton submitted herewith. In view of James L. Norton's execution of a resignation as an attorney and counselor at law on or about December 9, 1991, and effective January 15, 1992, and in anticipation of the Court's acceptance of the same, the General Counsel does not anticipate pursuing said disciplinary lawsuit.

Respectfully submitted,


James M. McCormack
General Counsel
State Bar of Texas