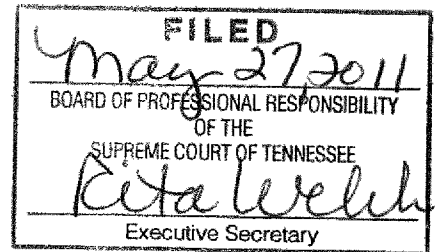


**IN DISCIPLINARY DISTRICT V
OF THE
BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE**



**IN RE: BOBBY DEAN DAVIS,
BPR # 009412, Respondent
An Attorney Licensed and
Admitted to the Practice of
Law in Tennessee
(Davidson County)**

DOCKET NO. 2010-1944-5-SG

JUDGMENT

On May 17, 2011, this Hearing Panel conducted a telephonic hearing in this matter pursuant to this Hearing Panel's Order filed May 4, 2011. Participants in this May 17, 2011 hearing were John Baxter Eukema, Chair of the Hearing Panel; Mark Steven LeVan, Hearing Panel Member; Joseph Addison Woodruff, Hearing Panel Member and Sandy Garrett, Disciplinary Counsel for the Board of Professional Responsibility (the "Board"). The Respondent did not participate in this telephonic hearing.

On July 14, 2010, the Board filed a Petition for Discipline against the Respondent. On August 9, 2010, the Respondent filed a Response to the Petition for Discipline. On April 11, 2011, the Board filed a Motion for Judgment by Default. The Respondent filed no Response to the Board's Motion for Judgment by Default. After a May 3, 2011 telephonic hearing on the Board's Motion for Judgment by Default, this Hearing Panel entered an Order on May 4, 2011, granting the Board's Motion for Judgment by Default.

FINDINGS OF FACT

Pursuant to this Hearing Panel's Order filed May 4, 2011, the following facts have been deemed admitted:

1. The Respondent was counsel for Metropolitan Davidson County Industrial Development Board (IDB) for more than twenty (20) years.

2. The Respondent maintained the IDB general ledger and check book and performed accounting services for IDB.

3. On approximately January 19, 2005, a check in the amount of \$45,000 was written from the IDB account payable to the Respondent as attorney for IDB.

4. The \$45,000 check from the IDB was to pay Dell.

5. In the Respondent's letter to the Board of Professional Responsibility dated April 2, 2009, the Respondent stated "I had a call from the Nashville Dell offices and they indicated the need to draw up to \$45,000 for use as reimbursement. . . I told them I needed proof for the work expenditure and would have the money available once that was given. . . The funds were all paid when documents were sent."

6. Respondent's statements in his April 2, 2009 letter to the Board of Professional Responsibility are false since the Respondent delayed for approximately six (6) months in sending the \$45,000 to Dell even after receiving Dell's documentation.

7. On approximately April 18, 2006, Dell provided the documentation needed for Dell to receive the \$45,000.

8. By check dated October 16, 2006, the Respondent wrote and signed an escrow account check No. 0197 in the amount of \$45,000 payable to Dell Products, L.P.

9. On October 19, 2006, the Respondent deposited into his escrow account \$149,956.44 from the IDB.

10. From June 1, 2006, until the Respondent's deposit of IDB's \$149,956.44 on October 19, 2006, the balance in the Respondent's trust/escrow account was zero.

11. In August, 2008, Parker, Parker and Associates, CPA's, while auditing IDB, questioned the Respondent about a lease-purchase option dated January 1, 1968, which was assigned to PLC Properties on March 31, 1999.

12. On October 22, 2008, Respondent provided auditors with copy of the lease-purchase option and IDB Minutes dated October 14, 2008.

13. IDB Minutes from October 14, 2008 reflect that on that date the Respondent for the first time advised IDB that PLC Properties had given Notice of Intent to exercise its option to purchase and were working towards a resolution of real estate issues to complete the transaction.

14. Respondent's statements to IDB on October 14, 2008 about the lease-purchase option were misleading and false.

15. On approximately August 26, 2006, PLC Properties exercised its lease option and sold the property on approximately August 23, 2006 for \$150,000.

16. On approximately October 24, 2008, Respondent advised auditor Charles Parker that \$150,000 was being held by an Agent of PLC Properties because of environmental issues that if left unresolved, would result in invalidation of the sale.

17. Respondent's information and statements to auditor Charles Parker and Parker, Parker and Associates about the lease-purchase option were false and misleading.

18. On approximately October 24, 2008, the Respondent wire transferred \$149,956.44 into IDB's account.

19. The source of Respondent's wire transfer of \$149,956.44 was from the Respondent's personal account (i.e. account of Bobby and Anita Davis) at Bank of Nashville and not Respondent's escrow account.

20. On October 19, 2006, the Respondent received and deposited \$149,956.44 into Respondent's escrow account.

21. Between October, 2006 and October, 2008, (when Respondent paid \$149,956.44 to IDB from Respondent's personal account), Respondent's balance in his escrow account was less than \$149,956.44.

22. Respondent misrepresented to auditor Charles Parker that the \$149,956.44 transferred into IDB's account was from Respondent's escrow account.

23. Beginning approximately October, 2008, Parker, Parker and Associates' auditors asked Respondent to contact IDB and/or schedule an IDB meeting to discuss this lease-purchase matter.

24. The Respondent failed to timely schedule an IDB meeting regarding the lease-purchase matter.

25. At an IDB meeting on February 13, 2009, Respondent admitted making “wrong decisions” and resigned as counsel for IDB.

26. On approximately November 13, 2008, Parker, Parker and Associates issued their independent auditor’s Report and the Report on Internal Control Over Financial Reporting noting the twenty-six (26) month lapse between the lease option exercise dates of August, 2006 and the October 24, 2008 date of deposit into IDB Board’s account and recommending the IDB review their fiscal policies.

27. Respondent failed to cooperate with Disciplinary Counsel during the Board’s investigation of this complaint.

CONCLUSIONS OF LAW

1. The following ABA Standards are applicable to this case:
 - a. 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
 - b. 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a client with the intent to benefit the lawyer or another, and causes serious injury or potentially serious injury to a client.
 - c. 5.11 Disbarment is generally appropriate when:
 - (b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer’s fitness to practice.

- d. 5.21 Disbarment is generally appropriate when a lawyer in an official or governmental position knowingly misuses the position with the intent to obtain a significant benefit or advantage for himself or another, or with the intent to cause serious or potentially serious injury to a party or to the integrity of the legal process.

2. The Respondent's acts and omissions as set forth in the Findings of Fact violate the Rules of Professional Conduct 1.3; 1.4; 1.7; 1.15; 4.1; 8.1 and 8.4.

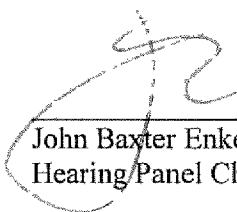
3. The following aggravating circumstances deemed admitted by this Hearing Panel's May 4, 2011 Order justify an increase in the discipline to be imposed against the Respondent:

1. The Respondent's dishonest or selfish motive;
2. The Respondent's pattern of misconduct;
3. The Respondent's multiple offenses;
4. The Respondent's substantial experience in the practice of law, having been licensed in Tennessee since 1981.

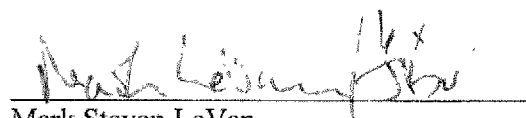
JUDGMENT

Based upon the foregoing findings of fact and conclusions of law, including the aggravating factors set forth, the Panel concludes the established violations of the Rules of Professional Conduct justify disbarment.

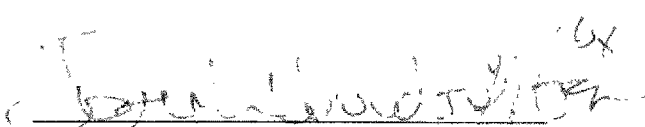
FOR THE PANEL:



John Baxter Enkema
Hearing/Panel Chair




Mark Steven LeVan
Hearing Panel Member



Joseph Addison Woodruff
Hearing Panel Member

Respectfully submitted,

Nancy S. Jones
Chief Disciplinary Counsel

By: 
Sandy Garrett
Senior Litigation Counsel
Board of Professional Responsibility
10 Cadillac Drive, Suite 220
Brentwood, TN 37027
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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing proposed *Judgment of the Hearing Panel* has been served upon the Respondent, Bobby Dean Davis, Esq., by sending a copy to him at 717 Old Lebanon Dirt Road, Hermitage, Tennessee 37076, via regular US Mail, on this the 20th day of May, 2011.


Sandy Garrett