

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

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BOARD OF PROFESSIONAL  
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**IN RE: WILLIAM C. GOSNELL,  
Respondent, BPR No. 4369,  
An Attorney Licensed to  
Practice Law in Tennessee  
(Shelby County)**

**DOCKET NO. 2013-2188-9-KB**

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**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

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This matter came to be heard on the 30<sup>th</sup> day of December, 2013, for final hearing on the Board's Petition and Supplemental Petition for Discipline before Rehim Babaoglu, Panel Chair; Leland McKnabb, Panel Member; and Richard Wackerfuss, Panel Member. A. Russell Willis, Disciplinary Counsel, appeared for the Board and William C. Gosnell pro se.

**STATEMENT OF THE CASE**

This is a disciplinary proceeding against the Respondent, William C. Gosnell, an attorney licensed to practice law in Tennessee in 1976.

1. A Petition for Discipline, Docket No. 2013-2188-9-KB, was filed on February 13, 2013, and served upon Mr. Gosnell by Certified Mail.

2. On March 1, 2013, Mr. Gosnell filed an Answer to Petition for Discipline admitting the facts alleged in the Petition. See Collective Exhibit 12.

3. The Hearing Panel was appointed on March 13, 2013, and a Case Management Conference was held on April 19, 2013. Pursuant to the Scheduling Order the Final Hearing was set for September 9, 2013.

4. On August 22, 2013, the Final Hearing was continued at the request of Mr. Gosnell for medical reasons.

5. On September 11, 2013, a telephonic conference was held with the parties, and an Amended Scheduling Order was entered on September 12, 2013, resetting the Final Hearing for December 30 and 31, 2013.

6. On September 24, 2013, the Board filed a Supplemental Petition for Discipline against Mr. Gosnell alleging violations of Tennessee Rules of Professional Conduct (RPC) 1.1 (competence) and 8.4 (misconduct).

7. On December 2, 2013, Mr. Gosnell filed his Answer to the Supplemental Petition for Discipline admitting the facts alleged. See Collective Exhibit 12.

8. The Board filed its Pre-Trial Brief, Witness List and Exhibit List on December 2, 2013.

9. Mr. Gosnell did not file a Pre-Trial Brief, Witness List or Exhibit List.

#### **STATEMENT OF THE FACTS**

10. The Petition for Discipline contains the separate complaints of Nicholas J. Owens, Jr., Esq., and Christopher Gray. The Supplemental Petition for Discipline relates to the complaint of Mr. Owens and alleges additional violations of Tennessee Rules of Professional Conduct (RPC) 1.1 (competence) and 8.4(d) (misconduct).

11. Mr. Gosnell received his license to practice in Tennessee in 1976 and has been in the active practice of law since he was licensed.

12. According to Mr. Gosnell his practice has generally consisted of plaintiff personal injury, criminal defense and debtor bankruptcy cases.

13. Mr. Gosnell testified that bankruptcy clients represent approximately fifty (50) percent of his practice with his remaining practice evenly divided between personal injury and criminal clients.

**File No. 34976-9-ES – (Nicholas J. Owens, Jr., Esq.)**  
**and**  
**File No. 35826-9-ES – (Board)**

14. Mr. Gosnell was retained by Deedsha Dixon to represent her in the prosecution of a personal injury claim arising from an automobile accident on May 2, 2011.

15. The driver and owner of the vehicle that injured Ms. Dixon were covered by an insurance policy issued by American National Property and Casualty Company (ANPAC).

16. ANPAC retained Nicholas J. Owens to represent the interests of its insureds.

17. After lengthy pre-suit negotiations, emails between Mr. Owens and Mr. Gosnell reflect that the attorneys reached a \$25,000.00 settlement of Ms. Dixon's personal injury claim.

Exhibit 5.

18. According to the testimony of Mr. Owens, he made it "crystal" clear to Mr. Gosnell that payment of the \$25,000.00 was in exchange for Ms. Dixon's full release of all claims against Mr. Owens' clients, the driver and owner of the vehicle causing Ms. Dixon's injuries.

19. Mr. Owens also testified that Mr. Gosnell never expressed any reservation, objection or disagreement that the settlement they were negotiating included a complete

resolution of all possible claims by Ms. Dixon against Mr. Owens' clients.

20. Mr. Gosnell testified he discussed the settlement terms with Ms. Dixon and was advised she desired to accept the settlement offer conditioned upon reserving her right to pursue legal action directly against Mr. Owens's clients.

21. Mr. Gosnell admitted he advised Ms. Dixon she could accept the \$25,000.00 settlement offer from Mr. Owens and still pursue additional damage claims against Mr. Owens' clients.

22. Based upon the legal advice of Mr. Gosnell, Ms. Dixon instructed Mr. Gosnell to accept the \$25,000.00 and proceed with legal action against Mr. Owens' clients.

23. Mr. Gosnell notified Mr. Owens that Ms. Dixon had accepted the settlement offer but did not disclose that Ms. Dixon would not release her claims against Mr. Owens' clients and intended to pursue legal action for additional damages.

24. Mr. Owens testified that no settlement agreement would have been reached had Mr. Gosnell disclosed Ms. Dixon's true position.

25. Based upon Mr. Gosnell's representation of Ms. Dixon's acceptance of the offer of settlement, Mr. Owens prepared the usual and customary full release. See Exhibit 6.

26. By cover letter dated December 9, 2011, Mr. Owens mailed the "*Full Release and Settlement of All Claims*" (Release) and the settlement check in the amount of \$16,666.67 to Mr. Gosnell with instructions "not to make disbursement until the Release and Settlement of all claims had been executed by his client." See Exhibit 8 and 7.

27. Mr. Gosnell admitted he read Mr. Owens' letter and understood the conditions under which the settlement check was placed into his hands.

28. Mr. Gosnell did not refuse the settlement check or notify Mr. Owens of any

unwillingness to abide by the terms and conditions of Mr. Owens' letter of December 9, 2011.

29. In reliance upon the negotiated settlement, Mr. Owens paid a third-party medical provider lien in the amount of \$8,333.33 directly to Medpay Assurances. See Exhibits 8 and 13.

30. Mr. Gosnell received the Release and settlement check and admitted thereafter, altering the Release to redact the language which released all claims and causes of action against Mr. Owens' clients.

31. Although the Release reflects it was executed by Ms. Dixon on December 9, 2011, Mr. Gosnell recalled that his meeting with Ms. Dixon occurred on December 13, 2011.

32. Whichever date the meeting occurred, it is undisputed that Mr. Gosnell presented Ms. Dixon with the altered Release and settlement check, advised her to sign the Release and check and assured Ms. Dixon she was only releasing the insurance company and not Mr. Owens' clients from liability.

33. Ms. Dixon executed the altered Release and endorsed the settlement check in the amount of \$16,666.67. See Exhibit 7.

34. Mr. Gosnell endorsed the settlement check and deposited the same into his law firm trust account. See Exhibit 7.

35. Mr. Gosnell testified that he prepared a Settlement Sheet accurately reflecting the disbursement of the settlement proceeds and provided the same to Ms. Dixon. See Exhibit 13.

36. Mr. Gosnell testified the settlement funds were immediately available to him, and he promptly provided Ms. Dixon with a trust check for her portion of the settlement proceeds in the amount of \$6,525.00.

37. Mr. Gosnell also testified that he promptly paid himself and the remaining third-party medical providers as reflected in Exhibit 13.

38. Approximately two (2) weeks later, on December 29, 2011, Mr. Gosnell mailed the executed altered Release to Mr. Owens with a cover letter indicating that Ms. Dixon was releasing the insurance company from any further responsibility for the accident but would be filing a law suit against the owner and driver of the car. See Exhibit 9.

39. Mr. Gosnell offered no explanation for his two (2) week delay in returning the executed altered Release to Mr. Owens.

40. Mr. Gosnell's letter of December 29, 2011, was the first notice to Mr. Owens that the original Release had been materially altered, and Ms. Dixon intended to proceed with legal action against Mr. Owens' clients.

41. Predictably, Mr. Owens objected to the actions of Mr. Gosnell and Ms. Dixon and demanded Mr. Gosnell provide an unaltered Release properly executed by Ms. Dixon.

42. Mr. Owens testified that during his post-settlement discussions with Mr. Gosnell regarding the execution of a new unaltered Release, Mr. Gosnell never indicated that the settlement agreement negotiated was anything other than a full and complete release of Ms. Dixon's claims.

43. Mr. Owens also testified that in his legal career, he had neither seen nor heard of any attorney taking the action Mr. Gosnell had taken.

44. Mr. Owens further testified that he knew of no legal theory sanctioning Mr. Gosnell's acceptance of the \$25,000.00 settlement offer and refusal to provide a full release of all claims and causes of action.

45. Mr. Gosnell testified he received Mr. Owens' demand and attempted to contact Ms. Dixon to obtain her signature on the original Release but was unsuccessful.

46. Having failed to receive an original Release executed by Ms. Dixon, Mr. Owens,

on behalf of ANPAC, filed suit on February 27, 2012, alleging Mr. Gosnell and Ms. Dixon were guilty of fraud in the inducement, outrageous conduct, and in breach of the settlement agreement by accepting a \$25,000.00 settlement and executing a materially altered Release. See Exhibit 10.

47. According to Mr. Owens, he alleged fraud in the inducement and outrageous conduct in the Complaint because Mr. Gosnell and Ms. Dixon accepted the \$25,000.00 knowing Ms. Dixon didn't intend to release Mr. Owens' clients from liability.

48. Mr. Gosnell filed his Answer to the ANPAC Complaint on April 5, 2012, admitting the facts alleged in the Complaint. See Exhibit 11.

49. Curiously, in the last sentence of his Answer, Mr. Gosnell conceded that the Circuit Court should declare the claims of Ms. Dixon against Mr. Owens' clients settled and compromised as a matter of law. See Exhibit 11.

50. Upon cross-examination by Disciplinary Counsel, Mr. Gosnell admitted he knew his alteration of the original Release voided the settlement agreement and constituted a counter offer.

51. Mr. Gosnell further admitted he negotiated the settlement check and disbursed settlement proceeds to Ms. Dixon in violation of the conditions of Mr. Owens' letter of December 9, 2011.

52. Mr. Gosnell justified his actions on his conclusion that Ms. Dixon had been injured and was clearly entitled to compensation from Mr. Owens' clients.

53. Mr. Gosnell admitted he neither offered nor considered tendering his fee of \$6,525.00 to ANPAC.

54. After neither Mr. Gosnell nor Ms. Dixon filed a personal injury action against Mr. Owens' clients before the statute of limitations expired, ANPAC dismissed its lawsuit without

prejudice on May 11, 2012.

55. On June 13, 2012, Ms. Dixon filed suit in the Circuit Court of Shelby County, Tennessee, against Mr. Gosnell, alleging Mr. Gosnell committed legal malpractice in his representation of Ms. Dixon by (1) failing to inform Ms. Dixon that she could not settle with the insurance company without foreclosing her rights against the owner and driver of the vehicle; (2) misrepresenting to Ms. Dixon that she could sign the modified release and then sue the owner and driver of the vehicle; and 3) failing to bring suit against the owner and driver of the vehicle within the applicable statute of limitations period. See Exhibit 14.

56. Mr. Gosnell filed his Answer to Ms. Dixon's Complaint on October 11, 2012, admitting the facts alleged in the Complaint. See Exhibit 15.

57. Mr. Gosnell testified that he recently compromised and settled the legal malpractice action filed by Ms. Dixon.

**File No. 35012-9-ES (Christopher Gray)**

58. Mr. Gosnell was retained by Mr. Gray on February 9, 2011, regarding the filing of a Chapter 7 bankruptcy petition.

59. Mr. Gray provided Mr. Gosnell with a retainer of \$500.00 and filing fee of \$300.00 See Exhibit 1.

60. Mr. Gray testified that at the conclusion of the February meeting it was understood Mr. Gosnell would prepare a Petition for Bankruptcy, but the Petition would require Mr. Gray's signature to be filed.

61. Mr. Gosnell admitted that the Rules of Bankruptcy Court required Petitions for Bankruptcy filed with the Court to have been signed by the petitioner.



62. Specifically, Mr. Gosnell admitted that he was required by the Rules of Bankruptcy Court to have an executed Petition for Bankruptcy in his possession before filing the Petition with the Court.

63. Mr. Gosnell prepared a Chapter 7 Petition in Bankruptcy (Petition) and mailed the same on February 21, 2011, to Mr. Gray for his review and execution. See Exhibit 2.

64. The Petition prepared by Mr. Gosnell required Mr. Gray's signature in several places marked by Mr. Gosnell.

65. Prior to receipt of any verification from Mr. Gray and without Mr. Gray's express knowledge or permission, Mr. Gosnell electronically filed Mr. Gray's Petition with the United States Bankruptcy Court on February 21, 2011.

66. After the Petition was filed, Mr. Gray received the draft Petition and notified Mr. Gosnell that he did not want to proceed with his bankruptcy filing.

67. Mr. Gosnell informed Mr. Gray that the Petition had already been filed, and Mr. Gosnell would seek a dismissal of the filing.

68. Mr. Gosnell filed a Motion to Dismiss Mr. Gray's Petition on March 10, 2011, and the Court entered an Order of Dismissal on April 20, 2011. See Exhibit 26.

69. Although subsequently dismissed, the filing of the Petition was reported to the credit agencies, and Mr. Gray demanded Mr. Gosnell take appropriate action to remove the bankruptcy from Mr. Gray's credit report.

70. Mr. Gray was in the process of purchasing a new home, and the premature filing of the bankruptcy preventing Mr. Gray from obtaining financing to complete the purchase.

71. Mr. Gray retained another attorney to expunge the bankruptcy filing and clear his credit report.

72. As part of the effort to expunge the improper bankruptcy filing, Mr. Gosnell was requested to and did execute an Affidavit on May 22, 2012, stating the Petition was filed in error without Mr. Gray's signature. See Exhibit 3.

73. Apparently Mr. Gosnell's affidavit did little to clear Mr. Gray's credit history. Mr. Gray emailed Mr. Gosnell on August 28, 2012, requesting a copy of Mr. Gosnell's affidavit to allow Mr. Gray to pursue the dispute directly with the credit bureaus. See Exhibit 4.

74. Mr. Gray spent approximately two (2) years removing the bankruptcy filing from his credit history and was never able to complete the purchase of the home he desired.

75. Despite filing the bankruptcy in error, and without Mr. Gray's knowledge or authorization, Mr. Gosnell never volunteered to refund the filing fee or any portion of his attorney fee to Mr. Gray.

76. The United States Trustee sought sanctions against Mr. Gosnell for filing the Petition without Mr. Gray's verification in violation of Rules 1008 and 9011 of the Federal Rules of Bankruptcy Procedure.

77. Mr. Gosnell did not contest the allegations, was admonished by the Bankruptcy Court by Order dated January 29, 2013, and was required to disgorge his attorney fee and the filing fee. See Exhibit 16.

78. Pursuant to the Order of the Bankruptcy Court, Mr. Gosnell refunded the filing fee and his attorney fee to Mr. Gray on or about February 11, 2013. See Exhibit 27.

#### **Previous Disciplinary History**

79. Mr. Gosnell has a significant prior history of professional discipline.

80. On January 31, 1990, Mr. Gosnell received a Private Reprimand for lack of competence in serving legal process and inadequate communication with his client. See Exhibit 17.

81. On April 21, 1997, Mr. Gosnell received a Public Censure for neglect, failure to communicate, making a false statement and improper recommendation of professional employment through another. See Exhibit 18.

82. On February 19, 1998, Mr. Gosnell received a Public Censure for neglect and inadequate communication in two complaints. See Exhibit 19.

83. On July 15, 1998, Mr. Gosnell received a Private Informal Admonition for neglect and inadequate communication. See Exhibit 20.

84. On November 3, 1998, Mr. Gosnell received a Private Informal Admonition for neglecting to list two student loans in a client's Chapter 7 Petition for Bankruptcy. See Exhibit 21.

85. On October 7, 1999, Mr. Gosnell received a Public Censure for non-suiting an action without the client's knowledge, delaying and neglecting a client's legal matter and failing to adequately communicate with his client. See Exhibit 22.

86. On December 11, 2001, Mr. Gosnell received a Private Informal Admonition for failing to adequately communicate with his client. See Exhibit 23.

87. On May 20, 2003, Mr. Gosnell received a Private Informal Admonition for failing to adequately communicate with his client. See Exhibit 24.

## CONCLUSIONS OF LAW

88. William C. Gosnell is an attorney admitted in 1976 by the Supreme Court of Tennessee to practice law in the State of Tennessee and is engaged in the active practice of law in Memphis, Shelby County, Tennessee, being in Disciplinary District IX.

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

90. Pursuant to Tenn. Sup. Ct. R. 9, § 1, the license to practice law in this state is a privilege and it is the duty of every recipient of that privilege to conduct himself or herself at all times in conformity with the standards imposed upon members of the bar as conditions for the privilege to practice law. Acts or omissions by an attorney which violate the Rules of Professional Conduct of the State of Tennessee shall constitute misconduct and be grounds for discipline.

91. The Panel finds by a preponderance of the evidence that Mr. Gosnell violated Tennessee Rules of Professional Conduct 1.1 (competence); 1.4(a) & (b) (communication); 3.3(a) (candor toward the tribunal); 3.4(c) (fairness to opposing party and counsel); and 8.4 (a), (c) and (d) (misconduct).

92. Mr. Gosnell knowingly misled opposing counsel that a full and complete settlement of Ms. Dixon's claims against Mr. Owens' clients had been reached. Mr. Gosnell knowingly withheld material information from Mr. Owens and induced him to pay off a healthcare provider lien and deliver \$16,666.67 in settlement funds to Mr. Gosnell. The settlement funds were provided to Mr. Gosnell under the express condition that the funds would not be disbursed by Mr. Gosnell until the Release furnished by Mr. Owens was executed by Ms.

Dixon. Under the circumstances, Mr. Gosnell's retention of the settlement proceeds was acceptance of Mr. Owens's conditions.

93. It is clear from the testimony presented that Mr. Gosnell did not intend to honor the conditions under which he received the settlement check. Mr. Gosnell intentionally and knowingly altered the original Release to remove Mr. Owens' clients and gut the effectiveness of the release. Mr. Gosnell's redaction of the Release invalidated the settlement agreement and required him to return the money to Mr. Owens. Under the circumstances, Mr. Gosnell knew or should have known he had no right to take the settlement proceeds out of his trust account and disburse the money to himself or his client. Mr. Gosnell's decision not to notify Mr. Owens immediately of his actions coupled with his two (2) week delay in mailing the redacted Release to Mr. Owens evidences an intent to conceal his misappropriation of the settlement funds.

94. The fact that Mr. Gosnell advised Ms. Dixon to settle with the insurance company, retain the proceeds of the settlement and continue to pursue Mr. Owens' clients reflects a complete lack of understanding of fundamental tort law. When asked directly for a legal theory authorizing his actions, Mr. Gosnell could not articulate any reasonable theory. Mr. Gosnell's attempted reliance upon contract law to justify his redaction of the Release and disbursement of the settlement proceeds further reflects a complete lack of understanding of fundamental contract law. Mr. Gosnell's insistence, even after cold reflection, that he was entitled to disburse the settlement proceeds to Ms. Dixon is particularly troubling and further demonstrates a lack of judgment and skill expected and required of reasonably competent attorneys in Tennessee.

95. Mr. Gosnell's actions and omissions were intentional and directly led to the filing of two (2) additional lawsuits. One of those law suits was filed by ANPAC who incurred

additional legal fees and expenses estimated by Mr. Owens to be approximately \$600.00. Ms. Dixon filed a legal malpractice action against Mr. Gosnell, and that matter was settled shortly before the present hearing). There is no question that Mr. Gosnell's actions and omissions caused actual injury to Ms. Dixon, Mr. Owens' clients and ANPAC. In addition, the allegations in Ms. Dixon's lawsuit admitted by Mr. Gosnell clearly demonstrate a lack of communication between attorney and client. Ms. Dixon was not properly advised of the legal consequences of accepting and retaining the settlement proceeds provided by ANPAC, and her decisions were not informed decisions as required by the RPC 1.4.

96. With regard to Mr. Gray, it is clear Mr. Gosnell is an experienced bankruptcy attorney who knew he was required to have Mr. Gray's signature on the Petition for Bankruptcy before electronically filing it with the Court. At the time the Petition was filed, Mr. Gray had not been provided with the Petition to review and execute. Mr. Gosnell filed the Petition before he had received Mr. Gray's signature in violation of the Bankruptcy Court Rules. Mr. Gosnell admitted he violated the Bankruptcy Rules, and the Bankruptcy Court sanctioned him accordingly.

97. Mr. Gosnell misrepresented to the Bankruptcy Court that Mr. Gray had executed the Petition for Bankruptcy and authorized the filing of the Petition. In fact, Mr. Gray had changed his mind about proceeding with the Bankruptcy and did not wish to file. Had Mr. Gosnell communicated with Mr. Gray as required, Mr. Gosnell would have been informed of Mr. Gray's decision not to proceed with filing the Petition. Mr. Gray left his one meeting with Mr. Gosnell with the understanding that no bankruptcy could proceed without his signature on the Petition. Mr. Gray's reliance upon that fact is reasonable in light of the Rules of Bankruptcy

Court. For the same reason, Mr. Gosnell's assumption he was authorized to file the Petition in the absence of Mr. Gray's signature is unreasonable.

98. Unfortunately for Mr. Gray, the Petition for Bankruptcy was filed without his signature, and the filing was reported to the credit agencies. The Petition for Bankruptcy materially impacted Mr. Gray and his credit history and prevented Mr. Gray from obtaining financing to purchase the home he desired. Mr. Gray hired another attorney and spent the next two (2) years pursuing the expungement of the Petition for Bankruptcy and clearing his credit history. It is clear from the facts presented that Mr. Gray suffered actual injury as a direct result of Mr. Gosnell's actions and omissions.

99. It is appropriate for the Hearing Panel to consider whether Mr. Gosnell has benefitted from the imposition of prior discipline and whether the public would be endangered and the legal profession and administration of justice would be disserved if Mr. Gosnell were permitted to continue the practice of law. *Sneed v. Board of Professional Responsibility*, 301 S.W. 3d 603, 617 (Tenn. 2010).

100. Taking into account Mr. Gosnell's lengthy disciplinary history and considering his testimony before this Panel, it is clear Mr. Gosnell has not benefitted from the prior discipline imposed upon him. Mr. Gosnell has not heeded any lessons from facing numerous prior disciplinary proceedings and, in fact, continues to repeat his mistakes of inadequate communication, neglect and misrepresentation.

101. It is also obvious to the Panel that the public would be endangered and the legal profession and administration of justice would be disserved if Mr. Gosnell were allowed to continue the practice of law.

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

The Panel finds the following ABA Standards applicable in this matter:

4.51 Disbarment is generally appropriate when a lawyer’s course of conduct demonstrates that the lawyer does not understand the most fundamental legal doctrines or procedures, and the lawyer’s conduct causes injury or potential injury to a client.

4.52 Suspension is generally appropriate when a lawyer engages in an area of practice in which the lawyer knows he or she is not competent, and causes injury or potential injury to a client.

4.53 Reprimand is generally appropriate when a lawyer:

(a) demonstrates failure to understand relevant legal doctrines or procedures and causes injury or potential injury to a client; or

(b) is negligent in determining whether he or she is competent to handle a legal matter and causes injury or potential injury to a client.

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.

5.13 Reprimand is generally appropriate when a lawyer knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer’s fitness to practice law.

6.12 Suspension is generally appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action, and causes injury or potential injury to a party to the legal proceeding, or causes an adverse or potentially adverse effect on the legal proceeding.

6.22 Suspension is generally appropriate when a lawyer knows that he or she is violating a court order or rule, and causes injury or potential injury to a client or a party, or causes interference or potential interference with a legal proceeding.



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

- a) a pattern of misconduct;
- b) failure to acknowledge the wrongful nature of his conduct;
- c) prior disciplinary history;
- d) multiple offenses;
- e) substantial experience in the practice of law; and
- f) dishonest or selfish motive;

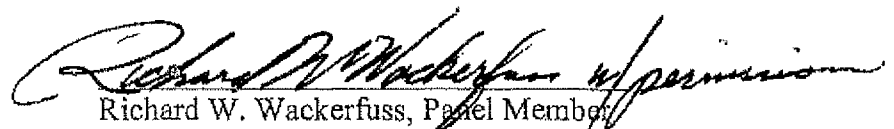
**JUDGMENT**

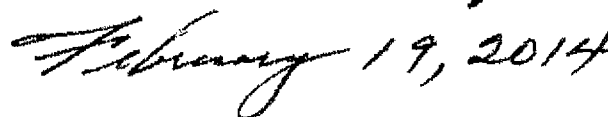
Based on these findings of fact and conclusions of law and the presence of aggravating circumstances, Mr. Gosnell's license to practice law should be suspended for a period of two (2) years pursuant to Tenn. Sup. Ct. R. 9, § 4.2. Mr. Gosnell shall pay restitution to Mr. Owens in the amount of \$600.00 pursuant to Tenn. Sup. Ct. R. 9, § 4.7. Payment of all restitution ordered shall be a condition precedent to reinstatement.

IT IS SO ORDERED.

  
Rehim Babaoglu, Panel Chair

  
Leland M. McNabb, Panel Member

  
Richard W. Wackerfuss, Panel Member



**NOTICE TO RESPONDENT**

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