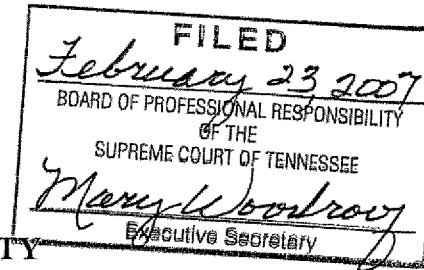


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IN DISCIPLINARY DISTRICT II  
OF THE  
BOARD OF PROFESSIONAL RESPONSIBILITY  
OF THE  
SUPREME COURT OF TENNESSEE



In Re: John O. Threadgill, Respondent  
An Attorney Licensed  
To Practice Law in Tennessee  
(Knox County, BPR No. 1102)

BPR. Docket Nos. 2004-1458-2(K)-TH  
2005-1536-2(K)-TH

**JUDGMENT OF THE HEARING PANEL**

This cause came on for hearing before the Hearing Panel of the Board of Professional Responsibility of the Supreme Court of Tennessee on April 7, 2006, and for further hearing on May 15, 2006, on two original Petitions for Discipline and a Supplemental Petition for Discipline, all of which have been consolidated for trial. Upon the testimony of Carol Courtney, Eric and Michelle Nesbit, Samedy Rosenzweig and Mitchell Rosenzweig, Nathan Anderson, and the Respondent John O. Threadgill, an attorney licensed to practice law in the state of Tennessee with license number 1102, and upon the exhibits offered into evidence, the stipulations of counsel and the record in this cause, the Panel FINDS and ORDERS as follows:

**THE NESBIT MATTER**

**FINDINGS:**

1. That a complaint was entered against Respondent John O. Threadgill (File No. 27500-2(K)-TH, on or about September 2, 2004, stemming from the Respondent's representation of Eric and Michelle Nesbit, both individually and their business, NNBS, Inc., or Anytime Services.com which provided a mobile notary service to close loans.

2. That in April 2003, Michelle and Eric Nesbit retained Respondent to handle a lawsuit brought by Ohio Clear Title Agency. (Tr. II, 4, 98).

3. Respondent charged the Nesbits and was paid a retainer fee of five thousand dollars (\$5,000.00). (Tr. II, pp. 5, 6, 98) There was no written fee agreement and no accounting of time or expenses as to this matter. Tr. II, 5, 98).

4. After the attorney for the errors and omissions insurer contacted the Nesbits, they decided to use Rick Ladd, the attorney who was hired by the insurance company. The Nesbits requested a refund of a portion of the fee, but were not given one. Tr. II, 6-7, 98-99)

5. Until August 2, 2004, the Nesbits were not provided a statement or itemization of time claimed to have been expended by Mr. Threadgill on the Ohio Clear Title matter.

6. Respondent provided some services on the Nesbit's behalf on this matter.

7. The Nesbits also sought the assistance of Respondent on an adoption and paid Respondent a fee of \$1500.00 initially and an additional fee of \$1250.00 at a later time.

8. There was no accounting of time or expenses relative to the adoption matter.

9. The proof is disputed as to any agreement as to fees on the adoption matter. *See* Tr II, p. 11, 13, and Tr. II, pp. 58, 59, 61, 180, 182, Col. Ex. 41.

10. The adoption was somewhat complicated due to a surrender and an urgent request during the Christmas season for documentation that would enable the Nesbits to obtain a passport for their daughter so they could take her out of the United States to Great Britain for Christmas.

11. In July of 2003, Respondent was retained for a collection matter on behalf of the Nesbits. Tr. II, 17, 20)

12. The panel finds that the Respondent and the Nesbits verbally agreed to a flat fee of \$500.00 plus expenses for court costs in the amount of \$136.50 on the collection matter, and the Panel finds that this is a reasonable fee.

13. There was no written fee agreement on this matter either.

14. The Respondent obtained a judgment of \$11,014.36 on March 3, 2004 on the collection matter. (Tr. II. *See* 18, 20, 21; Ex. 29).

15. The judgment was paid into court shortly thereafter on April 16, 2004. (Tr. II 20-21, Ex. 29).

16. Respondent failed to communicate with the Nesbits that the judgment had been collected.

17. Respondent deposited the \$11, 014.36 into his personal or business account. (Tr. II, 22).

18. The Nesbits did not agree that Respondent could apply a portion of the proceeds from the judgment to their bills, and Respondent was not entitled to any portion of the \$11,014.36 as a fee on the collection matter.

19. Respondent never communicated to the Nesbits that he had received/collected the judgment or that he had deposited the entire sum of \$11,014.36 into his personal or business account.

20. The Nesbits learned of the fact that the judgment had been paid only upon going to the clerk's office. (Tr. II 21, 28).

21. Respondent repeatedly made promises and excuses to the Nesbits about the collected monies. First, he told them he would forward them a check less his one-third fee. (Tr. II 18.) Next, he told them he would have to wait ten days before he could send them the money collected. (Tr. II. 18.). Then Respondent told the Nesbits that his secretary must have misplaced the check (Tr. II, 18-19). Then Respondent told them that his address had changed and his mail delayed, and he denied receiving it from the court, then the bank made a mistake with his account, then the check was cut but his secretary was not there to mail it, and then that the bank made a mistake and that the money was not available. (Tr. II

18- 19). He ultimately told Mrs. Nesbit his secretary had embezzled the funds and he was borrowing money. (Tr. II 23).

22. Respondent agreed to pay the Nesbits the collected money on Aug. 30, 2004. (Tr. II 23).

23. Despite his assertions, Respondent never paid the Nesbits any part of the \$11,014.36 he collected and placed in his business/personal account.

24. Respondent failed to give the Nesbits a prompt accounting of their funds in Respondent's possession until August 27, 2004.

25. The Panel finds that Nathan Anderson, Sandy Michelle Nesbit and Eric Nesbit were credible witnesses and accepts their testimony as true.

#### CONCLUSIONS OF LAW

As to the Nesbit matter, the Hearing Panel concludes as follows:

1. That Respondent has violated RPC 1.15(a) which requires attorneys maintain client funds and property in separate accounts.

2. That Respondent misappropriated money (\$11014.36) he collected for the Nesbits in violation of RPC 1.15, 1.16, 1.16(d) and 8.4 in that attorneys are prohibited from misappropriating client funds and converting them to their personal use. Said failure amounts to criminal conduct and conduct involving fraud, deceit and misrepresentation.

3. That by Respondent's placing the monies which belonged to the Nesbits in his own account, Respondent converted his clients' money to his personal use, and Respondent thus violated RPC 1.15, 1.16 and 8.4.

4. That by failing to give prompt and full accountings of client and party monies in his possession, Respondent violated RPC 1.4 1 and 1.15(b).

5. Respondent represented the Nesbits on three matters: (1) a lawsuit brought against the Nesbits by Ohio Clear Title, (2) on an adoption matter and (3) on a collection matter. There were no written contracts of any fee agreement on any of the Nesbit matters despite the fact that Respondent has been practicing law for many years and is in a position to know that written fee agreements are, if not mandatory as where the fee is contingent, highly desirable. However, based upon the proof presented, and with the exception of the collection matter, the Panel is unable to find one way or the other whether Respondent charged an unreasonable fee(s) based on the evidence which was presented on the Ohio Clear Title matter or on the adoption matter. As to the collection matter, the Panel concludes that the Nesbits are entitled to be repaid the entire \$11014.36 which was collected, and prior to reinstatement, that sum must be repaid to the Nesbits.

Upon the proof presented, the Panel is unable to determine whether the Nesbits are entitled to a refund of any portion of the fees on either the adoption or on the Ohio Clear Title matter and think these issues should be addressed in the civil case. The Panel specifically concludes that the Nesbits do not owe Respondent any additional fees for any of his services, however.

## **THE MOYERS MATTER**

### **FINDINGS OF FACT**

1. In 2001 Denise Brenda Moyers retained John O. Threadgill to sue UNUM Life Insurance Company for what she considered to be a premature cessation of disability payments. (Ex. 2).
2. Ms. Moyers' case was settled for \$7500.00 in June 2003. (Ex. 2).
3. On June 18, 2003, UNUM mailed the settlement check to the Respondent.
4. Respondent deposited the settlement check into his operating account on June 27, 2003. *Id.*
5. Between June 18, 2003 and March 1, 2004, Respondent failed to provide Ms. Moyers information about her case or even to check her file. (Tr. II. 212).

6. By January 2004, Ms. Moyers had not received any proceeds from the settlement.

7. On February 26, 2004, Ms. Moyers called UNUM and was advised that the settlement check had been mailed to Respondent on June 18, 2003 (Ex. 2).

8. On March 1, 2004, UNUM advised that Respondent had cashed this check on June 27, 2003.

9. After being advised by UNUM as to the check, Ms. Moyers went to Respondent's law office and Respondent gave her a check for Five thousand (\$5,000.00) dollars, but the bank initially declined to honor it because of insufficient funds. Ex. 2; Tr., p. 138.

10. Ms. Moyers returned to Respondent's office and was advised that Mr. Threadgill's office had deposited the check but the funds were not yet available.

11. Respondent later gave Ms. Moyers two thousand five hundred (\$2,500.00) when Ms. Moyers complained that she should not have to pay an attorney's fee under the circumstances.

#### CONCLUSIONS OF LAW

As to the Moyers matter, the Hearing Panel concludes as follows:

1. Respondent violated Rule 1.15(a) by failing to maintain monies owed to clients and third parties in bank accounts separate from personal and office accounts.

2. Respondent violated Rule 1.15, 1.16 and 8.4 by placing Ms. Moyers' funds into his operating account.

3. Respondent violated Rule 1.4 and 1.15(b) by failing to give a prompt and full accounting of client monies in his possession and thereby failed to communicate fully with his client as was his duty.

4. Respondent failed to exercise proper diligence, zeal and competence in representing Ms. Moyers in failing to monitor the receipt of settlement proceeds in Ms. Moyers' case and thereby violated Rule 1.1, 1.1 and 1.3.

5. Respondent has paid Ms. Moyers the money he owed her. Ex. 2, Tr. Vol. I, pp. 6, 19.

## THE COURTNEY MATTER

### FINDINGS OF FACT

1. Complainant Carol Courtney retained the Respondent to represent her for a personal injury claim resulting from an automobile accident of April 6, 2000. A 1/3 contingency fee arrangement was agreed upon. (Tr. 1. 20).
2. In early 2001 the Respondent filed suit on behalf of Ms. Courtney. She paid the Respondent \$124.50 to cover the filing fee. (Tr. 20, 21).
3. On January 30, 2002, the case was mediated, with attorney Don Leake serving as mediator. The case was settled at mediation, and the claims representative wrote out a settlement check there at the mediation and gave it to the Respondent at that time. (Tr. 1. 21, Tr. 11. 139).
4. There were two subrogation interests to be satisfied from the settlement proceeds, one with Travelers, and the other with United Health Care/Health Care Recoveries. (Tr. 1. 21, Tr. 11. 139).
5. Ms. Courtney met with one of the Respondent's employees at his office on February 18, 2002, at which time she was given a check for \$19,419.01. (Tr. 1. 21, Exhibit 3).
6. A dispute existed as to whether Ms. Courtney was presented with any sort of written itemization with respect to the disbursement of the settlement proceeds, with the Respondent averring that such an itemization was given to Ms. Courtney by way of a letter dated February 18, 2002, and signed by Crystal White, an employee of the Respondent. (Tr. 1. 22, Exhibit 4).
7. Ms. Courtney claimed that Ms. White reviewed the disbursements with her verbally, but did not present her with an itemization. (Tr. 1. 21).

8. In any event, after disbursement of the amount noted to Ms. Courtney and for the fee of the Respondent, over \$5,000.00 remained available for payment of expenses, including that of the mediator and the subrogation interests of the two insurance carriers.

9. Ms. Courtney received a letter dated February 19, 2002, from the Respondent's office, indicating they would attempt to negotiate the subrogation interests of the two carriers. (Exhibit 5).

10. Two letters were sent from the Respondent's office, dated May 20, 2002 and May 31, 2002, offering to settle the Travelers' subrogation interest for \$2,000.00 (Tr. 1. 25, 26, Exhibits 7, 8).

11. After May of 2002, Ms. Courtney did not hear from the Respondent or from the firm, until she wrote a letter to Cynthia Flanigan of the Respondent's firm, dated February 13, 2003. In that letter she inquired about the potential settlement of Travelers' subrogation, as well as the United Health Care subrogation, which she understood had been resolved for a lesser amount than that earmarked from the settlement proceeds. She requested a refund of any monies in excess of the subrogation payments. (Tr. 1. 26, 27, Exhibit 9). That letter was followed up with another letter dated June 23, 2003, requesting documentation as to the disbursement of the settlement proceeds. (Tr. 27, 28, Exhibit 10).

12. In response to an inquiry by Ms. Courtney, she received correspondence from Health Care Recoveries indicating that it had received payment for its subrogation interest in the amount of \$677.49. (Tr. 1, 28, 29, Exhibit 11).

13. In a letter of August 4, 2003, from Travelers to Ms. Courtney, she was advised that its subrogation interest was being referred out to collection because it had not been paid. (Tr. 1. 33, Exhibit 16).

14. Subsequently Travelers sent Ms. Courtney a previous letter, dated June 12, 2003, addressed to the Respondent, agreeing to accept the \$2,000.00 offer, apparently a reference to the May 31, 2002 letter from the Respondent to Travelers. (Tr. 1. 32, Exhibit 15).



15. Following her receipt of the August 4 letter from Travelers, Ms. Courtney called the Respondent, and ultimately spoke to him on August 8, 2003. She advised him of the fact that the Travelers' subrogation interest had not been paid, but there should be monies available from the settlement to pay that interest and that there should be some remainder back to her. The Respondent indicated that the file had been closed and that he would have to pull records from the warehouse and review them. (Tr. 1, 35).

16. She spoke with the Respondent again on August 11, at which time he asked Ms. Courtney to send him a copy of all of the documentation that she had concerning her claim. Ms. Courtney indicated that she sent the Respondent copies of her documentation on two occasions, once in August and again in September. (Tr. 1, 26, 27).

17. Ms. Courtney subsequently received a letter from Travelers, dated September 23, 2003, indicating that they had been unable to collect their subrogation interest. (Tr. 1, 31, Exhibit 14).

18. Ms. Courtney then wrote a letter to the Respondent, dated September 29, 2003, enclosing the letter from Travelers indicating that their file was being closed due to non-payment. She also indicated in that letter that Travelers had previously agreed to the \$2,000.00 offer made by the Respondent's office in May of 2002, but that that payment had never been made. In that letter, Ms. Courtney requests that the "excess money" retained by the Respondent be returned to her. (Tr. 1, 37, 38, Exhibit 18).

19. In a subsequent letter from Ms. Courtney to the Respondent, dated October 1, 2003, Ms. Courtney requests that the Respondent send the \$2,000.00 to Travelers and send her a copy of that disbursement for her file. A follow-up letter making the same request was sent on October 20, 2003. (Tr. 38-40, Exhibit 19, 20).

20. The last communication that Ms. Courtney received from the Respondent was a voice message on or about October 21, indicating that he was still trying to locate her file in the warehouse and resolve this matter. She did not ever talk to him personally after that date. (Tr. 1. 41).

21. In response, Ms. Courtney wrote to the Respondent again on October 22, confirming his voice message setting forth the details of some of their previous communications. Ms. Courtney did not speak with the Respondent again. (Tr. 1. 42, Exhibit 23).

22. By way of her letter dated November 12, 2003, Ms. Courtney initiated her complaint process to the Board of Professional Responsibility. (Exhibit 24).

23. As of the time of her testimony on April 7, 2006, Ms. Courtney was unaware if Travelers had ever been paid, but testified that she had not. (Tr. 1. 45, 46).

24. By the time of the second day of the hearing, conducted on May 15, 2006, Ms. Courtney had executed a Release of all Claims as to the Respondent. (Exhibit 43).

25. The Respondent testified that following the execution of the settlement of Ms. Courtney's claim, his staff was going to try to negotiate the subrogation claims, and that at some point, his file was closed, sent to storage, and he was not aware that everything wasn't done as it was supposed to have been. (Tr. 11. 140).

26. The Respondent further testified that his first awareness that things were not done as they should have been was a call from Ms. Courtney indicating that she had received a letter from Travelers, which was still trying to collect its subrogation. He indicated that Ms. Courtney had wanted him to pay that claim, but by the time he got back to Travelers it was already written off. (Tr. 11. 140).

27. The Respondent further testified that he was never able to find Ms. Courtney's file, although he did find his "billing file", but that he was unable to tell exactly what had been paid to whom. He stated that he felt that he owed Ms. Courtney something, but was unable to determine the amount. (Tr.

11. 143) He also stated that he was not able to tell from the records that Ms. Courtney sent to him what he owed. (Tr. 11. 144) The Respondent acknowledged that there was money left over from Ms. Courtney's case that was not paid until the subject disciplinary proceeding was underway. (Tr. 11. 210).

27. The testimony of the Respondent was to the effect that his trust account was not maintained in a way sufficient for him to determine what monies had been paid with respect to particular bills or expenses, and his record keeping was insufficient for him to determine what was owed to Ms. Courtney (Tr. 11. 201-210).

28. Respondent's testimony and the exhibits indicate that his trust account balance ending April 30, 2002 was \$1,013.01 ( Tr. p. 202) which was an amount less than what should have been in his trust account for Carol Courtney alone. See Tr. pp. 199-204, Ex. 45).

29. The Panel finds that Carol Courtney was credible and accepts her testimony as true.

#### CONCLUSIONS OF LAW

1. The Panel concludes that, with respect to the funds retained from the settlement, particularly as to the Travelers' subrogation and to Ms. Courtney herself, the Respondent failed to promptly deliver such funds that both Travelers and his client were entitled to receive, and further failed to render a prompt accounting regarding such funds. The Respondent's failure to do so violated D.R. 9-102B and RPC 1.15(b).

2. The Panel concludes that Respondent failed to maintain Ms. Courtney's monies as well as monies belonging to Traveler's Insurance Company in trust accounts, misappropriating said monies, thereby violating RPC 1.15(a) and DR9-102..

## THE ROSENZWEIG MATTER

### FINDINGS OF FACT

1. Samed and Mitchell Rosenzweig are veterinarians who, as of June 2003, operated three veterinary clinics in the Knoxville area. In the latter part of June, 2003, Mitchell Rosenzweig told his wife that he wanted a divorce (Tr. 1. 74, 75).

2. At the recommendation of a family friend, Mrs. Rosenzweig spoke with Respondent on Saturday, June 21, 2003. At that time, they set up an appointment for a meeting at Respondent's office on Monday, June 24. Mrs. Rosenzweig spoke again with the Respondent on Sunday, June 23, and then did meet with Attorney Threadgill on Monday, June 24. (Tr. 1. 77, 78)

3. In her telephone conversations with the Respondent, he requested that Mrs. Rosenzweig pay him a \$50,000.00 retainer fee, which he said he would put in a trust account, and which he would draw from at the rate of \$250.00 per hour. The Respondent further indicated to Mrs. Rosenzweig that he would give her a monthly accounting of how much time he spent working on her case, and that, dependent upon how much time her case took, that she would receive a refund from her original payment. (Tr. 1. 79, 80, 106) The Respondent did not state that the \$50,000.00 retainer fee was non-refundable, and Mrs. Rosenzweig testified that she would have not given him that money with the understanding that it was non-refundable. (Tr. 1. 79, 103) The fee agreement between the Respondent and Mrs. Rosenzweig was not reduced to writing. (Tr. 1. 80)

4. On Monday, June 24, 2003, Mrs. Rosenzweig did pay the Respondent the sum of \$50,000.00, either by check or money transfer. On that Monday, Mrs. Rosenzweig met with the Respondent for approximately one hour, and took to that meeting copies of her tax returns for the previous year. Those returns included information concerning the Rosenzweigs' veterinary clinics. (Tr. 1. 80, 98, 100)

5. On Tuesday, June 25, Mrs. Rosenzweig called the Respondent and advised him that she and her husband were not getting a divorce. (Tr. 1. 80, 81, 102)

6. On Wednesday, June 26, Mrs. Rosenzweig met with the Respondent and again advised that she and her husband were not getting divorced. During that meeting, Mrs. Rosenzweig asked for a refund, and the Respondent advised her that she would receive a refund, less his fees. The Respondent advised Mrs. Rosenzweig that he would have to talk to his bookkeeper and that she would receive a check in a week. (Tr. 1. 81)

7. The following week, Mrs. Rosenzweig went to the Respondent's office, requesting a refund. He advised that he did not have it at that time but to come back in another week. (Tr. 1. 82)

8. Subsequently Mrs. Rosenzweig met with the Respondent again in his office, at which time he wrote her a check for \$25,000.00. The Respondent advised Mrs. Rosenzweig that he would get her a check for the remainder in another week. (Tr. 1. 83)

9. In a followup meeting, Mrs. Rosenzweig met again with the Respondent, requesting a letter indicating that a further refund would be forthcoming. At that time, he handwrote a note to her to that effect. See Exhibit 26 (Tr. 1. 83, 84)

10. The Respondent testified that the meeting with Mrs. Rosenzweig in which he promised to pay her all of her money back was as much as two to three weeks after his July 8 letter to her (See Exhibit 37), but acknowledges that in that meeting he promised to give Mrs. Rosenzweig a full refund. (Tr. 11. 162, 163)

11. Mrs. Rosenzweig continued to either call or go by the Respondent's office. She indicated that she spoke to him on occasion and the Respondent indicated that she would be receiving a refund. (Tr. 1. 84-85)

12. The remaining \$25,000.00 was never refunded from the Respondent to Mrs. Rosenzweig.  
(Tr. I. 87, Tr. 11. 164)

13. The Hearing Panel finds that the Respondent did provide some legal services to Mrs. Rosenzweig in this matter. The Panel notes that there was a dispute in the testimony as to the amount of documentation that the Respondent was provided by Mrs. Rosenzweig to be reviewed. In that regard, and giving Respondent the benefit of the doubt, the Panel finds the earned fees of the Respondent in this matter to be \$2,500.00, which equates to 10 hours of time at the rate of \$250.00 per hour. Accordingly, Mrs. Rosenzweig is due a refund from the Respondent in the amount of \$22,500.00.

14. The Hearing Panel acknowledges that there was an encounter between the Respondent and Mr. Rosenzweig in September of 2003 that was at least unpleasant, and perhaps even threatening to the Respondent, but the Panel does not believe that this created any justification for the Respondent's failure to refund the unearned fees to Mrs. Rosenzweig.

15. The Panel finds that Samedi Rosenzweig and Mitchell Rosenzweig were credible witnesses and accepts their testimony as true.

#### CONCLUSIONS OF LAW

1. The Hearing Panel concludes that the \$50,000.00 retainer paid to the Respondent constituted the payment of unearned advanced fees. In order for such a retainer payment to be deemed as earned fees and thus non unrefundable, there must be a clear understanding with the client to that effect, and preferably in writing. See Formal Ethics Opinion 92-F-128(a), RPC 1.5(b). There was no such understanding between the Respondent and Mrs. Rosenzweig in this instance, and no written fee agreement.

2. The \$50,000.00 initial payment to the Respondent should have been placed in a trust account. The Respondent's failure to do so violates RPC 1.15(a).

3. The Panel further concludes that the \$25,000.00 fee that was retained and never refunded by the Respondent constitutes an unreasonable fee, thus violating RPC 1.5(a).

4. The Respondent's failure to refund any advance payment for fees that were not earned violated RPC 1.16(d)(5).

5. The Panel further concludes that the disputed portion of the fee, \$25,000.00, should have likewise been retained in a trust account until there was an accounting and severance of the interest between the Respondent and Mrs. Rosenzweig. The Respondent's failure to do so violated RPC 1.15(c).

6. The Panel further concludes that the Respondent must refund the sum of \$22,500.00 to Mrs. Rosenzweig, that amount being the unearned portion of the fee *retained* by the Respondent.

#### **AGGRAVATING FACTORS**

Respondent has substantial experience in the practice of law since he graduated and became licensed in 1966. There is a significant pattern of misconduct and, at a minimum, a pattern of indifference toward making restitution to Mrs. Salmedi Rosenzweig, to Eric and Michelle Nesbit and to Mrs. Courtney who was reimbursed just prior to the conclusion of the trial.

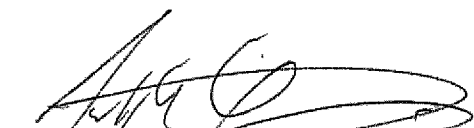
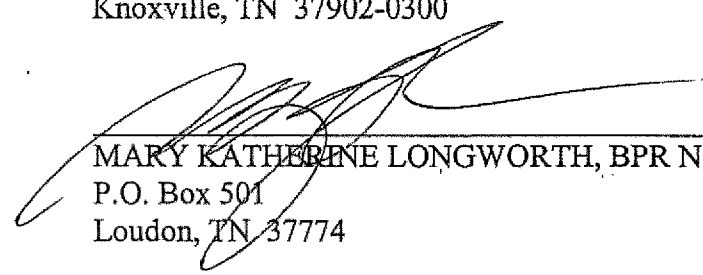
#### **MITIGATING FACTOR**

The Panel finds Respondent has made a significant contribution as an active member of the Knoxville Bar Association and Tennessee Bar Association.

Based upon the findings of fact and upon the conclusions of law made by the Panel, it is hereby ORDERED that John O. Threadgill is suspended from the practice of law for a period of one year and that prior to his reinstatement, the Respondent shall repay Eric and Michelle Nesbitt the sum of \$11,014.36. It is further ORDERED that Respondent shall repay Samedia Rosenzweig the sum of

twenty-two thousand five hundred (\$22,500.00) dollars. It is further ORDERED that prior to his reinstatement and as a further condition of reinstatement, that Respondent John O. Threadgill 's trust account(s) and all other business or other office accounts be analyzed by a knowledgeable accountant and that Respondent be required to comply with all of the reasonable recommendations of the accountant. It is further ORDERED that John O. Threadgill shall reimburse his clients for all trust account monies owed to them for unearned fees. The Panel recommends that upon reinstatement, the Board of Professional Responsibility appoint an attorney to oversee Respondent's Trust Account and business accounts for a period of one year.

ENTER THIS 22<sup>nd</sup> day of February, 2007.

  
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