

STATE OF NORTH CAROLINA

WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
11 DHC 27

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

CAMERON M. FERGUSON, Attorney,

Defendant

ORDER OF DISCIPLINE

This matter was heard on the issue of imposition of discipline on 31 May 2012 before a hearing panel of the Disciplinary Hearing Commission composed of Fred M. Morelock, Chair, William M. Claytor and Patti Head after the Hearing Panel entered its 18 May 2012 Order on Summary Judgment. Leonor Bailey Hodge represented Plaintiff. Defendant, Cameron M. Ferguson, appeared *pro se*.

#### FACTS ESTABLISHED BY THE SUMMARY JUDGMENT ORDER

1. Plaintiff, the North Carolina State Bar (“Plaintiff” or “State Bar”), is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the rules and regulations of the North Carolina State Bar promulgated thereunder.

2. Defendant, Cameron M. Ferguson (“Defendant” or “Ferguson”), was admitted to the North Carolina State Bar on 29 August 1998, and is, and was at all times referred to herein, an attorney at law licensed to practice in North Carolina, subject to the rules, regulations and Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.

3. During all or a portion of the relevant periods referred to herein, Defendant was actively engaged in the private practice of law in the city of Boone, Watauga County, North Carolina.

4. Ferguson represented the plaintiff in the Watauga County Superior Court case of *Small v. Pittman*.

5. Ferguson failed to appear for trial of the *Small* case on 17 November 2008 and failed to provide a sufficient explanation to the court for his absence.

6. The court ordered Ferguson to appear on 1 December 2008 and show cause why he should not be held in contempt of court for his failure to appear at the 17 November 2008 trial.

7. Ferguson willfully failed to appear on 1 December 2008 as required by the court's show cause order.

8. Ferguson's failures to appear violated the General Rules of Practice for Superior and District Courts.

9. After hearing on 4 December 2008, the court found Ferguson in contempt of court and censured Ferguson for violation of the Rules of Professional Conduct.

10. Ferguson represented E. Mink in a personal injury case that resulted from an accident in June 2006.

11. Mink incurred approximately \$41,000 in medical expenses from the accident, some of which expenses were protected by medical liens.

12. Ferguson settled Mink's case for \$50,000.

13. On or about 20 November 2006, Ferguson paid Mink two-thirds of the \$50,000 settlement.

14. Ferguson paid the remaining one-third of the settlement to himself as a legal fee.

15. Ferguson failed to explain to Mink the effect of medical liens and the effect of non-payment of her medical bills.

16. Ferguson did not use any portion of the settlement proceeds to pay Mink's medical bills.

17. Ferguson also filed a claim with Mink's insurance company to recover pursuant to her uninsured motorist insurance.

18. In or about June 2007, Ferguson obtained \$36,000 on Mink's behalf from her insurance company.

19. Ferguson failed to disburse the proceeds received from Mink's insurance company to Mink until 19 August 2008.

20. Ferguson did not pay any of Mink's medical bills with the funds he received from Mink's insurance company.

21. Ferguson failed to respond to Mink's inquiries about the status of the \$36,000 Ferguson collected from Mink's insurance company on her behalf.

22. Ferguson entered into a contingent fee agreement with C. Cox to negotiate on her behalf to reduce a CIGNA healthcare lien.

23. The agreed upon fee was 1/3 of the difference between the amount of the medical lien at the start of the representation and the reduced amount of the medical lien ultimately negotiated by Ferguson.

24. Cox deposited in trust with Ferguson the full amount she recovered in settlement of her personal injury claim with the expectation that a portion of these funds would be used to satisfy the CIGNA healthcare lien and to pay Ferguson's legal fee (if any) with the balance being returned to her.

25. CIGNA was represented by a debt collection agency: ACS.

26. On 11 December 2007 Ferguson sent a letter to ACS purporting to confirm ACS's verbal acceptance on behalf of CIGNA to reduce its \$73,465.56 medical lien to \$31,803.27. Ferguson enclosed with his December 11<sup>th</sup> letter a check for \$31,803.27 and instructions stating that ACS's deposit of the check would be deemed acceptance of \$31,803.27 as full satisfaction of CIGNA's healthcare lien.

27. ACS never deposited the \$31,803.27 check.

28. Instead, ACS sent Ferguson a letter dated 21 December 2007 stating that there had been no agreement to resolve the CIGNA healthcare lien though ACS did not reject Ferguson's offer to settle the lien for \$31,803.27.

29. Ferguson responded to ACS's letter by instructing ACS to return the \$31,803.27 check unless it accepted it as an accord and satisfaction of the CIGNA healthcare lien.

30. ACS did not return the check to Ferguson, nor did it cash the check confirming the accord and satisfaction.

31. Ferguson failed to inform Cox about the 21 December 2007 letter and failed to inform her that CIGNA did not cash the check he sent. Ferguson also failed to explain to Cox the effect of CIGNA's failure to cash the check.

32. Ferguson failed to obtain the uncashed check from CIGNA or to stop payment on the check.

33. Ferguson represented T. Mahala in a worker's compensation matter.

34. Ferguson scheduled mediation for Mahala's case on 7 January 2010.

35. A few days before the 7 January 2010 mediation, Ferguson's secretary called Mahala to inform her that Ferguson would not attend the mediation.

36. Ferguson failed to contact Mahala for several weeks after this communication between his secretary and Mahala. In February 2010, Mahala called Ferguson to ask about the status of rescheduling the mediation.

37. Later that day, Ferguson left a message for Mahala stating that mediation had been rescheduled for 29 April 2010.

38. Ferguson did not perform any substantive work on Mahala's case from January 2010 through the date that he spoke with Mahala about rescheduling the mediation for her case.

39. On 28 April 2010, Ferguson called Mahala and told her that her case was ready for mediation on the following day. Ferguson had not prepared for Mahala's mediation.

40. Ferguson arrived 45 minutes late for the mediation.

41. During his presentation at the mediation, Ferguson stated that he did not have all of the documents he needed to make his presentation. Ferguson then walked out of the mediation room.

42. Ferguson returned to the mediation room approximately fifteen (15) minutes later, but was still unprepared for the mediation.

43. When the mediator asked Ferguson for a settlement demand, Ferguson asked Mahala for her weekly salary and age. This is information Ferguson should have obtained from Mahala prior to the mediation. Ferguson then offered to settle Mahala's case for \$250,000.

44. The mediator talked with counsel for the opposing party about Ferguson's offer. Within two minutes of his conversation with opposing counsel, the mediator returned to the mediation room and adjourned the mediation.

45. Ferguson failed to perform any substantive work on Mahala's behalf before mediation.

46. Ferguson represented D. Olsen in a personal injury matter. Ferguson settled Olsen's case on or about 16 April 2010 for \$45,000, which amount was deposited into RBC bank trust account ending in no. 7848 ("Trust Account 1").

47. Current Chiropractic Clinic, PC ("Current Chiropractic") had a \$1,475 medical lien on Olsen's lawsuit proceeds.

48. Ferguson was out of the office when Olsen's case settled. He left management of his office and of Olsen's case to his office manager Pam Roark.

49. Beginning on or about 26 April 2010, Roark wrote checks on Olsen's behalf totaling approximately \$45,000, the total amount on deposit for Olsen in Trust Account 1.

50. On 3 May 2010, Roark prepared Trust Account 1 check no. 6038 payable to Current Chiropractic in the amount of \$1,475 in addition to the other checks she prepared that are referenced in the preceding paragraph.

51. Roark issued checks for a greater amount than that held in Trust Account 1 on Olsen's behalf.

52. On or about 19 May 2010, Ferguson transferred \$208,791.13 from Trust Account 1 to RBC Bank trust account ending in no. 5704 ("Trust Account 2"). After this transfer, the balance in Trust Account 1 was \$6.98.

53. Ferguson's transfer of funds from Trust Account 1 to Trust Account 2 occurred before Current Chiropractic presented check no. 6038 for cashing. Therefore, Olsen's Trust Account 1 client balance was not overdrawn though Roark issued checks for a greater amount than that held for Olsen in Trust Account 1 because the check to Current Chiropractic was not negotiated.

54. Ferguson began representing M. Fisher in a personal injury matter on or about 10 May 2007.

55. On or about 9 April 2010, Ferguson settled Fisher's case for \$21,000. Ferguson held Fisher's settlement proceeds in Trust Account 1 pending her execution of the settlement agreement.

56. Ferguson was out of the office when Fisher's case settled. He left management of his office and Fisher's case to office manager Pam Roark.

57. Fisher was entitled to \$14,000 of the settlement proceeds. The remaining one third was for Ferguson's legal fee.

58. Roark disbursed Fisher's portion of the settlement proceeds in two installments: (i) check no. 6004 for \$7,000 and (ii) check no. 5349 for \$7,000.

59. Trust account check no. 6004 cleared the Trust Account 1 on 23 April 2010. Trust Account 1 check no. 5349 was returned to Fisher unpaid and marked as "refer to maker."

60. Because of Ferguson's 19 May 2010 transfer of funds from Trust Account 1 to Trust Account 2 (as described in paragraph 52 above) there were insufficient funds in Trust Account 1 to pay check no. 5349 at the time Fisher presented the check for payment.

61. After Fisher contacted Ferguson's office about the unpaid check, Roark prepared a replacement check for Fisher: check no. 6040 in the amount of \$7,000.00 dated 11 May 2010.

62. When Fisher presented check no. 6040 to the bank for payment, it was returned due to insufficient funds.

63. Ferguson failed to supervise Roark's disbursement of Fisher's settlement proceeds.

64. Ferguson represented T. Coe in a personal injury matter.

65. On or about 28 March 2008 Ferguson settled Coe's case for \$24,000.

66. After making all other disbursements on Coe's behalf, Ferguson held \$7,783.03 in trust for payment to Medicaid.

67. Ferguson failed to make any payments to Medicaid on Coe's behalf.

68. On or about 24 November 2008, Momma Ferguson issued Trust Account 1 check no. to A/C Advice of South Florida, Inc. for \$97.75. Momma Ferguson mistakenly and improperly issued payment of Ferguson's Florida rental property expense from Trust Account 1 instead of from Ferguson's personal account where \$97.75 was held on Ferguson's behalf.

69. Neither Momma Ferguson nor Ferguson had \$97.75 in Trust Account 1. Momma Ferguson paid A/C Advice from Trust Account 1 using entrusted client funds that did not belong to Momma Ferguson, A/C Advice or Ferguson.

70. On or about 13 April 2010, Pam Roark issued Trust Account 1 check no. 5340 to herself for \$1,500. Roark improperly issued payment of her salary from the Trust Account instead of Ferguson's operating account.

71. Neither Roark nor Ferguson had \$1,500 in Trust Account 1. Roark paid herself \$1,500 from Trust Account 1 using entrusted client funds that did not belong to Roark or to Ferguson instead of using funds from Ferguson's operating account.

72. On or about 11 May 2010, Roark issued Trust Account 1 check no. 6036 for \$480 to Sam Potter, another Ferguson employee. Roark improperly issued payment of Potter's salary from Trust Account 1 instead of Ferguson's operating account.

73. Neither Ferguson nor Potter had \$480 in Trust Account 1. Potter's \$480 salary was paid from Trust Account 1 using entrusted client funds that did not belong to Potter or to Ferguson instead of using funds from Ferguson's operating account.

74. Ferguson was out of the office and failed to supervise Roark when she issued these payments. He left management of his office to office manager Roark and gave her full access to Trust Account 1 in his absence.

75. On 20 April 2010, Ferguson was required to hold \$263,044.26 in Trust Account 1 for his clients. However, Ferguson only had \$257,259.13 in Trust Account 1 on that date.

76. From 20 April 2010 through 26 May 2010 Ferguson had less money in his trust accounts than he was required to hold in trust for his clients.

CONCLUSIONS OF LAW ESTABLISHED BY THE ORDER OF SUMMARY  
JUDGMENT

1. All parties are properly before the Hearing Panel and the Panel has jurisdiction over Defendant, Cameron Ferguson, and over the subject matter.

2. Defendant's conduct, as set forth in the Findings of Fact above, constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-24(b)(2) in that Defendant violated the Rules of Professional Conduct as follows:

- a. By knowingly disobeying the court's show cause order court and failing to appear on 17 November 2008 and 1 December 2008, Ferguson knowingly disregarded an obligation under the rules of the tribunal in violation of Rule 3.4(c) and Rule 3.5(a)(4), committed criminal contempt in violation of Rules 8.4(b) and (d), and failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- b. By failing to advise Mink about the effect of medical liens and nonpayment of her medical bills, Ferguson failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation in violation of Rule 1.4(b);
- c. By failing to respond to Mink's inquiries about the status of the \$36,000 payment from her insurance company, Ferguson failed to promptly comply with reasonable requests for information in violation of Rule 1.4(a)(4);
- d. By failing to disburse the \$36,000 insurance proceeds to Mink or on her behalf, Ferguson failed to promptly pay to the client or third persons entrusted property belonging to the client in violation of Rule 1.15-2(m);
- e. By failing to pay that portion of Mink's medical expenses that were protected by medical liens, Ferguson engaged in conduct that is prejudicial to the administration of justice in violation of Rule 8.4(d);
- f. By failing to inform Cox that CIGNA failed to cash the check enclosed with his December 11<sup>th</sup> letter and failing to explain the effect of CIGNA's failure, Ferguson failed to explain the matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation in violation of Rule 1.4(b);

- g. By failing to obtain from CIGNA the uncashed check or to stop payment on the uncashed check so that the balance of the settlement proceeds could be returned to Cox, Ferguson failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- h. By failing to perform any substantive work on Mahala's behalf before mediation, Ferguson failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- i. By failing to supervise Roark in her handling of the Olsen settlement proceeds resulting in Roark issuing checks on Olsen's behalf for a greater amount than that Ferguson held for Olsen in Trust Account 1, Ferguson failed to make reasonable efforts to ensure that a non-lawyer's conduct was compatible with a lawyer's professional obligations in violation Rule 5.3(a)(b);
- j. By failing to properly supervise Roark's disbursement of Fisher's settlement proceeds, Ferguson failed to make reasonable efforts to ensure that a non-lawyer's conduct was compatible with a lawyer's professional obligations in violation Rule 5.3(a)(b);
- k. By failing to promptly disburse Fisher's settlement proceeds to her, Ferguson failed to promptly pay or deliver to the client entrusted property belonging to the client and to which the client is currently entitled in violation of Rule 1.15-2 (m);
- l. By failing to promptly pay Medicaid with the money withheld from Coe's settlement proceeds, Ferguson failed to promptly pay or deliver to the a third party on behalf of the client entrusted property belonging to the client in violation of Rule 1.15-2 (m) and failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- m. By failing to properly supervise Roark's handling of the Trust Account, Ferguson failed to make reasonable efforts to ensure that a non-lawyer's conduct was compatible with a lawyer's professional obligations in violation of Rule 5.3(a)(b);
- n. By allowing the balance of his trust accounts to fall below the amount that he was required to hold in trust on behalf his clients, allowing Trust Account funds to be used to pay employees' salaries and allowing Momma Ferguson to use Trust Account funds to pay Ferguson's personal expense, Ferguson used entrusted property for the personal benefit of one other than the legal or

beneficial owner without authorization to do so in violation of Rule 1.15-2(j); and

- o. By allowing Momma Ferguson to have access to and sign checks for Trust Account 1, Ferguson failed to maintain entrusted property separate from the property of the lawyer in violation of Rule 1.15-2(a).

Based on the foregoing Facts Established by Summary Judgment and Conclusions of Law Established by Summary Judgment, and the evidence presented at the hearing the Hearing Panel hereby makes by clear, cogent and convincing evidence the following:

#### FINDINGS OF FACT REGARDING DISCIPLINE

1. At the time of the misconduct at issue in this Order, Defendant was suffering from an addiction to prescription drugs.
2. Defendant caused significant harm to his clients by abandoning his law practice and leaving it in the care of his office manager without proper supervision.
3. Defendant placed his interests above the interests of his clients by abandoning his law practice without making arrangements to protect his clients by properly winding down his law practice.
4. The harm that Defendant caused when Defendant abandoned his law practice was foreseeable at the time of the abandonment.
5. Defendant's clients trusted him to diligently manage their cases and properly disburse their settlement proceeds. These clients were vulnerable in that Defendant controlled access to their settlement proceeds and the clients' only access to these funds was through Defendant.
6. Defendant caused harm to Mink, Cox and Coe by failing to promptly pay their medical bills from their settlement proceeds. Defendant impeded the goal of the representation in these cases, to wit: collection of damages for their personal injury and payment of their medical bills.
7. Defendant caused significant harm to Fisher by failing to promptly disburse to her the full amount of her settlement proceeds.
8. Defendant's failure to appear in the *Small* case and in response to the show cause order requiring the court to hold Defendant in contempt for his actions impeded the administration of justice in the *Small* case.
9. Defendant's conduct has the potential to cause significant harm and caused actual harm to the standing of the profession in the eyes of the public because it shows

his disregard for his duties as an attorney. Defendant's conduct undermines the public's confidence in lawyers' ability to safely maintain entrusted client funds and diligently tend to client matters.

10. Defendant has prior discipline of an admonition for publishing a false advertisement in the telephone book.

Based on the foregoing Facts Established by Summary Judgment, Conclusions of Law Established by Summary Judgment and Findings of Fact Regarding Discipline, the Hearing Panel enters the following:

#### CONCLUSIONS REGARDING DISCIPLINE

1. The Hearing Panel has carefully considered all of the different forms of discipline available to it, including admonition, reprimand, censure and suspension. In addition, the Hearing Panel has considered all of the factors contained in 27 N.C.A.C. 1B § .0114(w)(1) of the Rules and Regulations of the State Bar and concludes that the following factors warrant suspension of Defendant's law license:

- a. intent of defendant to commit acts where the harm or potential harm is foreseeable;
- b. elevation of defendant's own interests above that of the client;
- c. negative impact of the defendant's actions on clients' or public's perception of the profession;
- d. negative impact of the defendant's actions on the administration of justice; and
- e. impairment of the client's ability to achieve the goals of the representation.

2. The Hearing Panel has also considered all of the factors enumerated in 27 N.C.A.C. 1B § .0114(w)(2) of the Rules and Regulations of the State Bar and concludes that no factors are present in this case that would warrant disbarment.

3. The Hearing Panel has also considered all of the factors enumerated in 27 N.C.A.C. 1B § .0114(w)(3) of the Rules and Regulations of the North Carolina State Bar and concludes the following factors are applicable in this matter:

- a. prior disciplinary offenses;
- b. a pattern of misconduct;
- c. multiple offenses;

- d. the effect of any physical or mental disability or impairment on the conduct in question;
- e. the degree of experience in the practice of law;
- f. the vulnerability of victims;
- g. the imposition of other penalties or sanctions.

4. Defendant's failure to supervise his office manager who had access to his trust account and his failure to protect his trust account from unauthorized access by third parties resulted in potential significant harm to his clients by placing entrusted client funds at risk of misapplication or misappropriation.

5. Defendant's conduct caused significant harm to the legal profession in that his actions bring the legal profession into disrepute.

6. Defendant's conduct caused harm to his clients: Mink, Cox, Coe and Fisher.

7. The Hearing Panel has considered lesser alternatives and finds that a censure, reprimand or admonition would be insufficient discipline because of the harm and potential significant harm to Defendant's clients and the significant harm to the legal profession caused by Defendant's conduct.

8. The Hearing Panel finds that discipline short of suspension would not adequately protect the public for the following reasons:

- a. Defendant's conduct caused potential significant harm to his clients by placing entrusted client funds at risk of misapplication and misappropriation; and
- b. Entry of an order imposing less severe discipline would fail to acknowledge the seriousness of the misconduct and would send the wrong message to attorneys and the public about the conduct expected of members of the Bar of this State.

9. Due to the significant actual and potential harm resulting from Defendant's conduct, the Hearing Panel concludes that active suspension of Defendant's license with conditions on reinstatement is the only discipline that will adequately protect the public from future misconduct by Defendant, is the only discipline that acknowledges the seriousness of the offenses Defendant committed and is the only discipline that sends a proper message to attorneys and the public regarding the conduct expected of members of the Bar of this State.

Based upon the foregoing Facts Established by Summary Judgment, Conclusions of Law Established by Summary Judgment, Findings of Fact Regarding Discipline and Conclusions of Law Regarding Discipline, the Hearing Panel enters the following:

#### ORDER OF DISCIPLINE

1. The law license of Defendant, Cameron M. Ferguson, is hereby suspended for five (5) years effective thirty days from the date this Order of Discipline is served upon him.
2. Defendant shall submit his license and membership card to the Secretary of the State Bar no later than thirty days following service of this Order upon Defendant.
3. Defendant shall comply with the wind down provisions contained in 27 N.C.A.C. 1B § .0124, the North Carolina State Bar Discipline and Disability Rules.
4. Defendant shall file an affidavit with the Secretary of the State Bar within ten days of the effective date of this Order of Discipline certifying that he has complied with the wind down rule.
5. Within fifteen days of the effective date of this Order, Defendant will provide the State Bar with a street address and mailing address at which clients seeking return of their files and records in Defendant's possession or control may obtain such files and records and at which the State Bar may serve any notices or other matters upon him.
6. Defendant shall pay the fees and costs of this proceeding within thirty days of service of the statement of costs upon him by the Clerk of the Disciplinary Hearing Commission.
7. Defendant shall pay the costs incurred by the State Bar for storage of his abandoned client files, publishing notice to the owners of these files and shredding these files within thirty days of service of the statements of costs upon him by the Clerk of the Disciplinary Hearing Commission.
8. Before being reinstated to the practice of law at the end of his five year suspension, Defendant must demonstrate the following by clear, cogent and convincing evidence:
  - a. That he properly wound down his law practice and complied with the terms of 27 N.C.A.C. 1B § .0124, the North Carolina State Bar Discipline and Disability Rules.
  - b. That he paid the fees and costs of this proceeding and the costs of storing his abandoned client files, publishing notice to the owners of these files and shredding these files within thirty days of service of the

statement of costs upon him by the Clerk of the Disciplinary Hearing Commission.

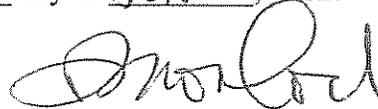
- c. That he obtained a complete psychological examination by a licensed psychologist or psychiatrist approved by the Office of Counsel of the State Bar. Defendant shall be solely responsible for the cost of this examination. Before undertaking this psychological examination, Defendant shall first submit the name and credentials of this proposed medical provider to the Office of Counsel for approval.
- d. Defendant shall direct the medical provider who performs the psychological examination to provide to the Office of Counsel a report summarizing the results of his or her psychological examination of Defendant. This report shall include the diagnosis, prognosis, treatment recommendations and any treatment plan propose for Defendant.
- e. That the report of Defendant's psychological examination was provided to the Office of Counsel at least thirty days before Defendant's petition for reinstatement. Defendant shall be solely responsible for all costs associated with preparing this report.
- f. That Defendant has for the twelve continuous and consecutive months immediately preceding his petition for reinstatement abstained from all alcohol and illicit drug use or consumption and has not taken any prescription drugs or controlled substances other than as authorized by his treating physician.
- g. That at the time of his petition for reinstatement Defendant is not suffering from any disability or addiction that would impair his ability to practice law.
- h. That for the twelve continuous and consecutive months immediately preceding his petition for reinstatement, Defendant has submitted to random drug and alcohol testing by a monitoring service agreed to by the parties which includes thirteen drug and alcohol screens per year at Defendant's expense; that the monitoring agreement required the monitoring service to report to the State Bar any failure of Defendant to take or pay for the test and any positive test result; that Defendant has signed all necessary releases or documents to authorize reporting to the State Bar; and that Defendant did not revoke such releases during the period of his suspension.
- i. That within forty-five days of any petition for reinstatement, Defendant has provided the Office of Counsel with releases authorizing and instructing his health care providers to provide the

Office of Counsel with all medical records relating to his evaluation, prognosis, care or treatment including psychological and mental health evaluations, and authorizing and instructing such providers to submit to interviews by the Office of Counsel.

- j. That Defendant has not engaged in the practice of law during the period of active suspension.
- k. That Defendant has kept the State Bar Membership Department advised of his home street address (not P.O. Box) and notified the Bar of any change in address within ten days of such change.
- l. That Defendant has responded to all communications from the State Bar, including communications from the Attorney Client Assistance Program, within thirty days of receipt or by the deadline stated in the communication, whichever is sooner, and has participated in good faith in the State Bar's fee dispute resolution process for any petition for which he receives notice after the effective date of this Order.
- m. That at the time of his petition for reinstatement, Defendant is current in payment of all Membership dues, fees and costs, including all Client Security Fund assessments and other charges or surcharges the State Bar is authorized to collect from him, including all judicial district dues, fees and assessments.
- n. That at the time of his petition for reinstatement, there is no deficit in Defendant's completion of mandatory Continuing Legal Education (CLE) hours, in reporting such hours or in payment of any fees associated with attendance at CLE programs.
- o. That Defendant has not violated the Rules of Professional Conduct or the laws of the United State or of any state or local government during his suspension.

9. Defendant is taxed with the administrative fees and costs of this action as assessed by the Secretary which Defendant shall pay within thirty days of service of the notice of costs upon the Defendant.

Signed by the undersigned Chair with the full knowledge and consent of the other members of the Hearing Panel, this is the 20<sup>th</sup> day of JUNE, 2012.



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Fred M. Morelock, Chair  
Hearing Panel