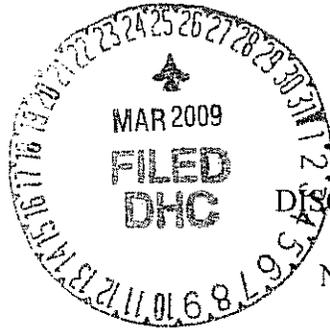


NORTH CAROLINA
WAKE COUNTY



BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
04 DHC 33

THE NORTH CAROLINA STATE BAR,)
Plaintiff,)
v.)
BONNIE LEE C. O'NEAL, Attorney,)
Defendant.)

CONSENT
FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
ORDER OF DISCIPLINE

This matter came before a Hearing Committee of the Disciplinary Hearing Commission composed of Theodore C. Edwards II, Chair, J. Michael Booe and Michael J. Houser upon the submission by the parties of this stipulated order. Katherine E. Jean represented the North Carolina State Bar. Bonnie Lee C. O'Neal appeared *pro se*. Based upon this stipulated order, by and with the consent of the parties, the Hearing Committee finds that the following facts have been established by clear, cogent and convincing evidence:

FINDINGS OF FACT

1. Plaintiff, the North Carolina State Bar (hereinafter "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, Bonnie Lee C. O'Neal (hereinafter "O'Neal" or "Defendant"), was admitted to the North Carolina State Bar on March 21, 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 Revised Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.

3. During the times relevant to this complaint, O'Neal actively engaged in the practice of law in the State of North Carolina and maintained a law office in the City of Greensboro, Guilford County, North Carolina.

4. On or about April 21, 2003, Mahamed Adamou (hereinafter referred to as "Adamou") retained O'Neal to represent him on criminal charges in Guilford County District Court. Adamou paid O'Neal \$400.00.

5. The initial court date on Adamou's charges was April 21, 2003. O'Neal obtained a continuance on Adamou's behalf until June 4, 2003. On June 4, 2003, O'Neal obtained a continuance on Adamou's behalf until August 7, 2003. On August 7, 2003, O'Neal did not appear on Adamou's behalf in District Court and did not obtain a continuance of that court date. Adamou was "called and failed" by the court as a result of O'Neal's failure to act on Adamou's behalf.

6. O'Neal did not notify Adamou that O'Neal had not appeared on his behalf on the scheduled court date or that no other action had been taken on Adamou's behalf by O'Neal.

7. On or about August 14, 2003, the Greensboro Police Department notified Adamou that there was an outstanding order for his arrest for his failure to appear in court on August 7, 2003.

8. Adamou tried unsuccessfully to contact O'Neal but O'Neal did not respond to Adamou's communications. O'Neal did not refund any portion of the fee paid by Adamou to O'Neal.

9. In 2003, Robert Townsend (hereinafter referred to as "Townsend") retained O'Neal to represent him on traffic charges in Guilford County District Court. Townsend paid O'Neal to represent him.

10. After paying O'Neal to represent him, Townsend went to O'Neal's office but was unable to locate her as it appeared to Townsend that O'Neal had moved her office. Townsend thereafter retained another attorney to represent him on the traffic charges for which he had paid O'Neal. O'Neal did not appear in court on Townsend's behalf regarding the traffic charges.

11. Townsend tried unsuccessfully to communicate with O'Neal but O'Neal did not respond to Townsend's communications. O'Neal did not refund any portion of the fee paid by Townsend to O'Neal.

12. In or around April 2003, Melanie Feeney-Lewis (hereinafter referred to as "Feeney-Lewis") retained O'Neal to represent her on a traffic violation. Feeney-Lewis paid O'Neal \$80.00.

13. Feeney-Lewis contacted O'Neal's office to inquire about the status of her case. O'Neal told Feeney-Lewis her case was "under control."

14. In or around August 2003, the Department of Transportation notified Feeney-Lewis that her driver's license would be suspended for failure to pay the fine assessed against her in the court case in which she had retained O'Neal. Feeney-Lewis attempted to communicate with O'Neal but O'Neal did not respond to Feeney-Lewis' communications.

15. Feeney-Lewis retained another attorney, who she paid \$80.00 to represent her in the traffic matter in which she had originally retained O'Neal.

16. Without informing Feeney-Lewis, O'Neal had appeared in court on Feeney-Lewis' behalf and handled her traffic violation but failed to pay the associated fines and failed to notify Feeney-Lewis of the outcome.

17. On September 5, 2003, Feeney-Lewis wrote O'Neal a letter in which she requested a refund of her \$50.00 late fee. O'Neal failed to respond to Feeney-Lewis' letter.

18. On October 22, 2003, Feeney-Lewis filed a Petition for Resolution of Disputed Fee (hereinafter referred to as "fee dispute") with the North Carolina State Bar. Feeney-Lewis' fee dispute was assigned file number 03FD0608 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee for resolution.

19. On November 10, 2003, the district fee dispute committee notified Feeney-Lewis that O'Neal had ceased attending to her practice and to her clients and that Feeney-Lewis' fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Feeney-Lewis' fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

20. On July 15, 2003, Larry W. Gilbert (hereinafter referred to as "Gilbert") retained O'Neal to represent him on a criminal charge and a traffic violation. Gilbert paid O'Neal \$300.00. O'Neal agreed to seek a continuance of Gilbert's court date.

21. O'Neal did not appear on Gilbert's behalf in court and did not obtain a continuance of Gilbert's court date. Gilbert was "called and failed" by the court as a result of O'Neal's failure to appear and a warrant was issued for Gilbert's arrest.

22. O'Neal did not respond to numerous telephone calls from Gilbert. Gilbert later learned that O'Neal's office was vacant. O'Neal did not refund any portion of the fee she received from Gilbert. Gilbert communicated directly with the District Attorney to obtain a continuance of his case.

23. On September 24, 2004, Gilbert filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Gilbert's fee dispute was assigned file number 03FD0535 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

24. On November 10, 2003, the district fee dispute committee notified Gilbert that O'Neal had ceased attending to her practice and to her clients and that Gilbert's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Gilbert's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

25. On November 10, 2003, Harold Mahler, Chair of the 18-GB Judicial District Fee Dispute Resolution Committee, sent Feeney-Lewis a letter advising her that O'Neal had ceased attending to her practice and to her clients and that Feeney-Lewis' fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Feeney-Lewis' fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

26. On March 24, 2003, Benita W. Davis (hereinafter referred to as "Davis") retained O'Neal to represent her on a traffic charge in Guilford County. Davis paid O'Neal \$80.00.

27. On May 17, 2003, Davis received a letter indicating she was required to complete a driving course before May 20, 2003. On May 19, 2003, O'Neal advised Davis to complete the course as soon as possible and agreed to continue Davis' court date so that Davis could complete the course.

28. Davis completed the driving course on May 28, 2003 and delivered the certificate of completion to O'Neal. O'Neal then left a voice mail message informing Davis that her court date had been continued until July 23, 2003.

29. On August 12, 2003, Davis left O'Neal a telephone message inquiring about the status of her case. O'Neal did not respond to Davis' telephone call.

30. O'Neal did not appear in court on Davis' behalf on the scheduled court date.

31. On August 23, 2003, the Department of Transportation notified Davis that because of her failure to appear in court, her license was scheduled for indefinite suspension.

32. On August 26, 2003, after Davis provided the Clerk of Court with her DMV notification letter, proof of payment to O'Neal and the certificate of completion of the driving course, the Clerk continued her case until August 27, 2003.

33. Davis had attempted to contact O'Neal on August 25, August 27 and September 3, 2003. Davis could not leave a message for O'Neal because O'Neal's answering machine was full. Davis did not succeed in reaching O'Neal. O'Neal did not refund to David any portion of the fee paid by Davis to O'Neal.

34. On September 15, 2003, Davis filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Davis' fee dispute was assigned file number 03FD0510 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

35. On November 10, 2003, the district fee dispute committee notified Davis that O'Neal had ceased attending to her practice and to her clients and that Davis' fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Davis' fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

36. On July 19, 2003, Christopher Smosna (hereinafter referred to as "Smosna") retained O'Neal to represent him on a speeding violation in Guilford County. Smosna sent O'Neal a check for \$50.00 along with his traffic citation. O'Neal negotiated Smosna's check immediately but O'Neal did not communicate in any way with Smosna.

37. O'Neal failed to appear for Smosna's scheduled court date. Smosna did appear and obtained a continuance.

38. Smosna attempted to contact O'Neal by telephone but was unable to leave a message because O'Neal's answering machine was always full. When Smosna went to O'Neal's office he found the office vacant.

39. On September 5, 2003, Smosna filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Smosna's fee dispute was assigned file number 03FD0488 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

40. On November 10, 2003, the district fee dispute committee notified Smosna that O'Neal had ceased attending to her practice and to her clients and that Smosna's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Smosna's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

41. On July 14, 2003, Greg A. Robertson (hereinafter referred to as "Robertson") retained O'Neal to represent him on three criminal charges. Robertson paid O'Neal \$500.00. Robertson unequivocally informed O'Neal that Robertson needed to be present when his cases were heard by the court. O'Neal advised Robertson not to worry about his cases until he heard from O'Neal.

42. O'Neal did not appear for Robertson's court date. After the scheduled court date, Robertson was arrested for failure to appear and was incarcerated.

43. Robertson posted \$500.00 bond and was released from jail.

44. Robertson finally reached O'Neal after numerous attempts by telephone and visits to O'Neal's office. O'Neal apologized to Robertson and told him she was in the process of moving her office. O'Neal told Robertson that she had asked the District Attorney to continue his cases, along with many others and was unsure why that had not occurred.

45. Upon O'Neal's request, Robertson gave O'Neal his bond receipt and documentation from the Magistrate. O'Neal assured Robertson that she would take care of the matter and get Robertson his money back.

46. Robertson became ill with kidney stones shortly thereafter, and sent his wife to court on his behalf. O'Neal failed to appear in court on Robertson's behalf and but for his wife's appearance, Robertson would have been called and failed once again.

47. Robertson was unable to contact O'Neal thereafter and unable to obtain a refund of any or part of the fee paid by Robertson to O'Neal. Robertson retained and paid another attorney to represent him on the matters for which he had already retained and paid O'Neal.

48. On September 17, 2003, Robertson filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Robertson's fee dispute was assigned file number 03FD0516 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

49. On November 10, 2003, the district fee dispute committee notified Robertson that O'Neal had ceased attending to her practice and to her clients and that Robertson's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Robertson's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

50. On April 30, 2003, Alan Weidt (hereinafter referred to as "Weidt") retained O'Neal to represent him on a traffic citation in Guilford County. Weidt paid O'Neal \$80.00.

51. O'Neal did not appear on Weidt's behalf on Weidt's scheduled court date.

52. On or about August 21, 2003, the Department of Transportation notified Weidt that his license was scheduled for indefinite suspension as a result of his failure to appear on his scheduled court date.

53. Weidt attempted to contact O'Neal but O'Neal did not respond to Weidt's communications. O'Neal did not refund any part of the fee paid by Robertson to O'Neal.

54. On September 15, 2003, Weidt filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Weidt's fee dispute was assigned file number 03FD0509 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

55. On November 10, 2003, the district fee dispute committee notified Weidt that O'Neal had ceased attending to her practice and to her clients and that Weidt's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Weidt's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

56. On July 15, 2003, Priscilla N. James (hereinafter referred to as "James") retained O'Neal to represent her on Driving While Intoxicated and Reckless Driving charges in Guilford County. James paid O'Neal \$500.00 to represent her on the two charges, and an additional \$50.00 to obtain her license from the Clerk of Court.

57. O'Neal failed to appear on James' behalf on her scheduled court date. As a result of O'Neal's failure to appear, a warrant was issued for James' arrest.

58. James attempted several times unsuccessfully to contact O'Neal but O'Neal did not respond to James' communications. O'Neal did not refund any portion of the fee paid by James to O'Neal. James retained another attorney to handle the legal matters she had retained to O'Neal to handle, as well as to handle the warrant for her arrest that resulted from O'Neal's failure to appear for the court date.

59. On September 12, 2003, James filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. James' fee dispute was assigned file number 03FD0507 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

60. On November 10, 2003, the district fee dispute committee notified James that O'Neal had ceased attending to her practice and to her clients and that James' fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, James' fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

61. In or around December 2002, Tammy Lynn Swaim (hereinafter referred to as "Swaim") retained O'Neal to represent her on two traffic matters, including driving while license suspended license. Swaim paid O'Neal \$300.00.

62. After Swaim's case had been continued for several months by O'Neal, O'Neal notified Swaim that one of her cases had been dismissed and that O'Neal was still working on the other case, which was scheduled for hearing on July 18, 2003.

63. O'Neal failed to take any action on Swaim's behalf in either case.

64. Swaim was arrested for failure to appear 4 times for scheduled court date.

65. Swaim tried unsuccessfully to contact O'Neal but O'Neal did not respond to Swaim's communications. O'Neal did not refund any portion of the fee paid by Swaim to O'Neal.

66. Swaim retained and paid another attorney to resolve the failures to appear as well as the two pending matters in which Swaim had previously retained O'Neal.

67. On September 9, 2003, Swaim filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Swaim's fee dispute was assigned file number 03FD0495 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

68. On November 10, 2003, the district fee dispute committee notified Swaim that O'Neal had ceased attending to her practice and to her clients and that Swaim's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Swaim's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

69. On May 22, 2003, Pamela S. Cole (hereinafter referred to as "Cole") retained O'Neal to represent her on a traffic citation. Cole paid O'Neal \$80.00 for the representation, along with an additional \$5.00 in order for O'Neal to obtain Cole's driving record.

70. O'Neal did not appear on Cole's behalf for Cole's scheduled court date.

71. Cole made several unsuccessful attempts to contact O'Neal but O'Neal did not respond to Cole's communications. O'Neal did not refund any portion of the fee paid by Cole to O'Neal.

72. In 2003, Linda Martin (hereinafter referred to as "Martin") retained O'Neal to represent her on a traffic charge in Guilford County District Court. Martin paid O'Neal to represent her on the traffic charge.

73. O'Neal did not appear for Martin's scheduled court date.

74. On July 18, 2003, the Department of Transportation notified Martin that, due to her failure to appear in court, her license was scheduled for indefinite suspension.

75. Martin tried unsuccessfully to contact O'Neal but O'Neal did not respond to Martin's communications. O'Neal did not any portion of the fee paid by Martin to O'Neal.

76. On September 4, 2003, Martin filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Martin's fee dispute was assigned file number 03FD0485 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

77. On November 10, 2003, the district fee dispute committee notified Martin that O'Neal had ceased attending to her practice and to her clients and that Martin's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Martin's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

78. In or around June 2003, Wanda Burford (hereinafter referred to as "Burford") retained O'Neal to represent her on a traffic citation in Guilford County District Court. Burford paid O'Neal \$70.00 for the representation, along with an additional \$5.00 for O'Neal to obtain Burford's driving record. Burford's court date was scheduled for June 10, 2003.

79. O'Neal did not appear in court for Burford's scheduled court date.

80. On August 27, 2003, the Department of Transportation notified Burford that, due to her failure to appear in court, her license was scheduled for indefinite suspension.

81. Burford made numerous attempts to communicate with O'Neal but O'Neal did not respond to Burford's communications. O'Neal did not refund any portion of the fee paid by Burford to O'Neal.

82. On September 18, 2003, Burford filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Burford's fee dispute was assigned file number 03FD0518 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

83. On November 10, 2003, the district fee dispute committee notified Burford that O'Neal had ceased attending to her practice and to her clients and that Burford's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Burford's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

84. On June 26, 2003, Gail M. Ortega (hereinafter referred to as "Ortega") retained O'Neal to represent her on a traffic charge in Guilford County District Court. Ortega paid O'Neal \$50.00.

85. O'Neal did not appear in court for Ortega's scheduled court date. As a result, Ortega was "called and failed" by the court.

86. After she learned that O'Neal had failed to appear on her behalf, Ortega obtained a continuance of her court date and represented herself on the traffic charge for which she had originally retained O'Neal. Ortega was required to pay a \$50.00 late fee due to O'Neal's failure to appear on the original court date.

87. On August 18, 2003, after O'Neal failed to respond to numerous telephone calls, Ortega sent O'Neal a letter requesting that O'Neal refund the fee she had paid. O'Neal did not respond to Ortega's letter. O'Neal did not refund any portion of the fee paid by Ortega to O'Neal.

88. On September 19, 2003, Ortega filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Ortega's fee dispute was assigned file number 03FD0521 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

89. On November 10, 2003, the district fee dispute committee notified Ortega that O'Neal had ceased attending to her practice and to her clients and that Ortega's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Ortega's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

90. In or around April 2003, Michael A. Lyles (hereinafter referred to as "Lyles") retained O'Neal to represent him on a Driving While Intoxicated charge. O'Neal quoted Lyles a \$400 fee. Lyles paid O'Neal \$200.00 in cash, and paid the remaining \$200.00 by check.

91. The \$200.00 check Lyles' paid to O'Neal was returned unpaid by the bank. On May 21, 2003, Lyles sent O'Neal a letter regarding the returned check. O'Neal failed to respond to Lyles' letter.

92. O'Neal did not appear for Lyles' scheduled court date.

93. After his scheduled court date, Lyles learned that a warrant had been issued for his arrest for failure to appear in court on the DWI charge.

94. When he contacted O'Neal, O'Neal assured Lyles that she would take care of the warrant if he sent her the \$200.00 that he had previously purported to pay with the check that was returned by the bank. Lyles did pay O'Neal a second \$200.00.

95. When Lyles returned to North Carolina after a military deployment, he learned that O'Neal did not take care of the outstanding warrant for his arrest. Lyles attempted unsuccessfully to contact O'Neal but O'Neal did not respond to Lyles' communications. O'Neal did not refund any portion of the fee paid by Lyles to O'Neal.

96. On June 9, 2003, Lyles filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Ortega's fee dispute was assigned file number 03FD0315 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

97. On November 10, 2003, the district fee dispute committee notified Lyles that O'Neal had ceased attending to her practice and to her clients and that Lyles' fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Lyles' fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

98. In or around May 2003, Brenda H. Chapman (hereinafter referred to as "Chapman") retained O'Neal to represent her in a traffic case. Chapman paid O'Neal \$200.00.

99. Chapman attempted to contact O'Neal numerous times but O'Neal did not respond to Chapman's communications. Thereafter, Chapman learned that O'Neal had vacated her office without providing a forwarding address.

100. O'Neal did not appear for Chapman's scheduled court date and did not provide any of the legal services for which Chapman retained her.

101. O'Neal did not refund any portion of the fee paid by Chapman to O'Neal.

102. On October 30, 2003, Chapman filed a Petition for Resolution of Disputed Fee with the North Carolina State Bar. Chapman's fee dispute was assigned file number 03FD0629 and referred to the 18-GB Judicial District Fee Dispute Resolution Committee.

103. On November 10, 2003, the district fee dispute committee notified Chapman that O'Neal had ceased attending to her practice and to her clients and that Chapman's fee dispute file was therefore returned by the district fee dispute committee to the State Bar. On July 23, 2004, Chapman's fee dispute was closed based on O'Neal's failure to participate in good faith in the proceedings.

104. Throughout the events described above, O'Neal was a single parent, separated from her husband.

105. On March 6, 2002, O'Neal was diagnosed with a thoracic cord syrinx. This is a serious, painful and debilitating spinal condition for which she was prescribed and did routinely take pain medication. Shortly thereafter, O'Neal was diagnosed as also having a tethered cord. She underwent surgery for these conditions on July 10, 2002.

106. In August, 2002, O'Neal's mother was diagnosed with cancer. O'Neal's mother declined rapidly and died. O'Neal had difficulty dealing emotionally with her mother's death.

107. On April 25, 2003, O'Neal was again treated for increasing back pain and related physical problems. O'Neal was still struggling emotionally with her mother's death.

108. Sometime in early 2003, O'Neal discovered that her secretary had embezzled money from her.

109. Between May, 2003 and August, 2003, O'Neal continued to decline emotionally and physically. On August 21, 2003, she was diagnosed as suffering from severe clinical depression. She was not able to function professionally.

110. O'Neal's physical, emotional and psychological problems were significant contributing factors in the events described in findings of fact 4 through 103.

111. On September 2, 2003, Dr. Rupinder Kaur, a psychiatrist, evaluated O'Neal. He diagnosed O'Neal as suffering from bipolar disorder. Dr. Kaur expressed the opinion that, due to her psychiatric diagnosis, O'Neal was completely incapacitated and unable to function in the capacity of an attorney.

112. On 2004, the State Bar initiated this action. On October 14, 2004, the DHC transferred O'Neal to disability inactive status.

113. On January 22, 2008, Dr. Kaur again evaluated O'Neal. At that time, her mental status evaluation was "totally unremarkable." At that time, O'Neal had not taken any psychotropic medications in 5 months and was also not taking any strong pain medications although she does continue to suffer from a chronic pain condition. Dr. Kaur opined on January 28, 2008 that O'Neal was not depressed, was very appropriate and was "back to her normal self." On February 1, 2008, the DHC transferred O'Neal back to active status.

BASED UPON the foregoing Findings of Fact, the Hearing Committee makes the following:

CONCLUSIONS OF LAW

1. All parties are properly before the Hearing Committee of the Disciplinary Hearing Commission and the Hearing Committee has jurisdiction over O'Neal and the subject matter of this action.

2. O'Neal's conduct, as set out above, constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(a) & (b) (2) in that O'Neal violated the Revised Rules of Professional Conduct as follows:

a. By failing to appear on Adamou's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

b. By failing to communicate with Adamou on a timely basis concerning her failure to appear in court and advise Adamou of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

c. By failing to refund the fee paid by Adamou after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

d. By failing to appear on Townsend's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3.

e. By failing to communicate with Townsend on a timely basis concerning her whereabouts or her failure to appear in court, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

f. By failing to refund the fee paid by Townsend after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

g. By failing to return calls and letters from Feeney-Lewis inquiring about her case, O'Neal failed to keep her client reasonably informed in violation of Rule 1.4(a)(3) and failed to comply with reasonable requests for information in violation of Rule 1.4(a)(4).

h. By failing to refund the fee paid by Feeney-Lewis after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

i. By failing to submit a written response to Feeney-Lewis' fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

j. By failing to appear on Gilbert's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

k. By failing to communicate with Gilbert on a timely basis concerning her failure to appear in court and failing to advise Gilbert of any corrective steps necessary to avoid penalty for O'Neal's failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

l. By failing to refund the fee paid by Gilbert after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

- m. By failing to submit a written response to Gilbert's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).
- n. By failing to appear on Davis' behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.
- o. By failing to communicate with Davis on a timely basis concerning her failure to appear in court and advise Davis of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.
- p. By failing to refund the fee paid by Davis after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).
- q. By failing to submit a written response to Davis' fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).
- r. By failing to appear on Smosna's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.
- s. By failing to communicate with Smosna on a timely basis concerning her failure to appear in court and advise Smosna of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.
- t. By failing to refund the fee paid by Smosna after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).
- u. By failing to submit a written response to Smosna's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).
- v. By failing to appear on Robertson's behalf for scheduled court dates, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

w. By failing to communicate with Robertson on a timely basis concerning her failure to appear in court and advise Robertson of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

x. By failing to refund the fee paid by Robertson after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

y. By failing to submit a written response to Robertson's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

z. By failing to appear Weidt's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

aa. By failing to communicate with Weidt on a timely basis concerning her failure to appear in court and advise Weidt of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

bb. By failing to refund the fee paid by Weidt after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

cc. By failing to submit a written response to Weidt's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

dd. By failing to appear on James's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

ee. By failing to communicate with James on a timely basis concerning her failure to appear in court and advise James of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

ff. By failing to refund the fee paid by James after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

gg. By failing to submit a written response to James' fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

hh. By failing to appear on Swaim's behalf for scheduled court dates, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

ii. By failing to communicate with Swaim on a timely basis concerning her failure to appear in court and advise Swaim of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

jj. By failing to refund the fee paid by Swaim after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

kk. By failing to submit a written response to Swaim's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

ll. By failing to communicate with Cole on a timely basis concerning her case, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

mm. By failing to refund the fee paid by Cole after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

nn. By failing to appear on Martin's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

oo. By failing to communicate with Martin on a timely basis concerning her failure to appear in court and advise Martin of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal

matter and 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.

pp. By failing to refund the fee paid by Martin after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

qq. By failing to submit a written response to Martin's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

rr. By failing to appear on Burford's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

ss. By failing to communicate with Burford on a timely basis concerning her failure to appear in court and advise Burford of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

tt. By failing to refund the fee paid by Burford after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

uu. By failing to submit a written response to Burford's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

vv. By failing to appear Ortega's behalf for a scheduled court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

ww. By failing to communicate with Ortega on a timely basis concerning her failure to appear in court and advise Ortega of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

xx. By failing to refund the fee paid by Ortega after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

yy. By failing to submit a written response to Ortega's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

zz. By failing to appear on Lyles' behalf for a scheduled court date and by failing to address the warrant for Lyles' arrest that was issued after she failed to appear for his court date, O'Neal failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3 and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4.

aaa. By failing to communicate with Lyles on a timely basis concerning her failure to appear in court and advise Lyles of any corrective steps necessary to avoid penalty for the failure to appear, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

bbb. By failing to refund the fee paid by Lyles after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

ccc. By failing to submit a written response to Lyles' fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

ddd. By failing to communicate with Chapman on a timely basis concerning her case, O'Neal failed to keep a client reasonably informed about the status of a legal matter and 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.

eee. By failing to refund the fee paid by Chapman after not providing the agreed upon legal services, O'Neal collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund an advance payment of a fee that was not earned upon termination of employment in violation of Rule 1.16(d).

fff. By failing to submit a written response to Chapman's fee dispute and failing to respond to inquiries from the district fee dispute committee, O'Neal failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f).

BASED UPON the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW, and the arguments of counsel, the Hearing Committee hereby makes the following:

FINDINGS AND CONCLUSIONS REGARDING DISCIPLINE

1. O'Neal's misconduct is aggravated by the following factors:
 - (a) A pattern of misconduct;
 - (b) Multiple offenses; and
 - (c) Substantial experience in the practice of law.
2. O'Neal's misconduct is mitigated by the following factors:
 - (a) Absence of a prior disciplinary record;
 - (b) Absence of a dishonest or selfish motive;
 - (c) Personal or emotional problems;
 - (d) Interim rehabilitation; and
 - (e) Remorse.
3. The mitigating factors outweighed the aggravating factors.
4. During the time when the misconduct occurred, O'Neal suffered from a severe spinal disorder resulting in debilitating pain and depression.
5. O'Neal's physical illness and depression were substantial contributing factors in her misconduct.
6. The evidence presented in support of O'Neal's petition for reinstatement to the active practice of law reflects that O'Neal sought and obtained appropriate treatment for her physical and mental condition and her depression and that she is presently suffering from no mental, emotional or psychological condition that would interfere with her ability to practice law.
7. O'Neal's conduct is sufficiently serious to warrant a suspension of her law license. O'Neal's misconduct resulted in substantial harm to numerous clients as reflected in the Findings of Fact above, resulted in damage to the reputation of the legal profession and resulted in prejudice to the administration of justice. However, because of the substantial mitigating circumstances surrounding her misconduct, including physical illness and severe depression, and because O'Neal has demonstrated to the Disciplinary Hearing Commission that she has benefited from treatment so that she is no longer disabled and is presently capable of practicing law without posing an undue risk to the public, the Hearing Committee believes that a suspension of O'Neal's law license should be stayed on conditions making it possible for

the Disciplinary Hearing Commission to monitor O'Neal's condition and conduct to the extent necessary for the protection of the public.

BASED UPON the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW, the FINDINGS AND CONCLUSIONS REGARDING DISCIPLINE, the Hearing Committee hereby enters the following:

ORDER OF DISCIPLINE

1. The law license of Defendant, Bonnie Lee C. O'Neal, is hereby suspended for a period of 1 year.
2. The suspension of O'Neal's license is stayed for a period of 3 years on the following conditions:
 - (a) At least once each year during the period of the stay, O'Neal shall, at her own expense, be examined by a psychiatrist approved by the Office of Counsel, who shall prepare a report reflecting whether at the time of each such annual examination O'Neal is suffering from depression or any other mental, emotional or psychological condition that impairs her professional judgment, performance or competence as an attorney or that interferes with her obligations to communicate with and render legal services competently and diligently to her clients. Each yearly psychiatric examination shall be at least 11 months from the previous examination and not more than 13 months from the immediately preceding examination. If the report of the psychiatrist recommends or prescribes any therapy, counseling, medication or other treatment of any kind, O'Neal shall comply fully with the recommended course of treatment on the prescribed timetable and at the prescribed intervals as long as such treatment is recommended by the psychiatrist, including additional psychiatric visits if prescribed as a part of the recommended treatment;
 - (b) O'Neal shall ensure that the Office of Counsel receives a written report of the examinations described in paragraph (a) above on or before January 31 of 2010, 2011 and 2012. The written reports shall indicate whether O'Neal is following any treatment plan prescribed by the psychiatrist and whether O'Neal is at the time of the examination suffering from any emotional or psychological condition that impairs her professional judgment, performance or competence as an attorney;
 - (c) If any annual psychiatrist's written report reflects that O'Neal is suffering from any emotional or psychological condition for which the psychiatrist recommends any course of treatment, O'Neal shall within 30 days of the date of such annual report provide the Office of Counsel with a written release authorizing the Office of Counsel to contact O'Neal's treating mental health professional for the purpose of determining whether O'Neal

is following the recommended treatment plan and whether the condition for which she is being treated impairs her professional judgment, performance or competence as an attorney. O'Neal shall not revoke the written release prior to January 31, 2012;

- (d) O'Neal shall not violate any state or federal laws during the period of the stayed suspension;
- (e) O'Neal shall not violate any provisions of the Rules of Professional Conduct during the period of the stayed suspension;
- (f) O'Neal shall respond to all communications from the North Carolina State Bar within 30 days of receipt or by the deadline stated in the communication, whichever is sooner; and
- (g) O'Neal shall pay all Membership dues and Client Security Fund assessments and comply with all Continuing Legal Education (CLE) requirements on a timely basis.

3. If the stay of the suspension of O'Neal's law license is lifted and the suspension is activated for any reason, the DHC may enter an order providing for the imposition of such conditions as it deems necessary for reinstatement of O'Neal's law license at the end of the suspension period.

4. If the stay of the suspension of O'Neal's law license is lifted and the suspension is activated for any reason, prior to her reinstatement to the active practice of law O'Neal shall prove by clear, cogent and convincing evidence that she has been in compliance with each of conditions (a)-(g) above, and with any other conditions which may be imposed by the DHC, for at least 6 months prior to her reinstatement to the active practice of law.

5. If the stay of the suspension of O'Neal's law license is lifted and the suspension is activated for any reason, and if O'Neal then seeks a subsequent stay of the suspension, prior to entry of any subsequent stay O'Neal shall prove by clear, cogent and convincing evidence that she has been in compliance with each of conditions 2(a)-(g) above, and with any other conditions which may be imposed by the DHC, for at least 6 months prior to entry of such subsequent stay.

6. O'Neal is taxed with the costs of this action as assessed by the Secretary and shall pay those costs within 90 days of service of notice of those costs upon her.

7. The Disciplinary Hearing Commission shall retain jurisdiction over this matter throughout the period of the stayed suspension and throughout the period of any activation of the suspension.

Signed with the knowledge and consent of the other members of the Hearing Committee

this the 25th day of March, 2009.

Theodore C. Edwards II
Theodore C. Edwards II, Chair
Hearing Committee

CONSENTED TO:



Katherine E. Jean

Bonnie Lee C. O'Neal
Bonnie Lee C. O'Neal