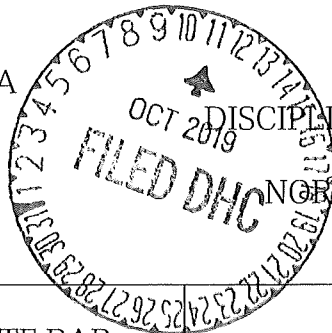


STATE OF NORTH CAROLINA

WAKE COUNTY



BEFORE THE
 DISCIPLINARY HEARING COMMISSION
 OF THE
 NORTH CAROLINA STATE BAR
 18 DHC 41

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

PATRICK MICHAEL MEGARO, Attorney,

Defendant

AMENDED COMPLAINT

Plaintiff, complaining of Defendant, alleges and says:

1. Plaintiff, the North Carolina State Bar ("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 (Chapter 1 of Title 27 of the North Carolina Administrative Code).

2. Defendant, Patrick Michael Megaro ("Megaro"), was admitted to the North Carolina State Bar in 2013, and is, and was at all times referred to herein, an attorney at law licensed to practice in North Carolina, subject to the laws of the State of North Carolina, the Rules and Regulations of the North Carolina State Bar and the Rules of Professional Conduct.

Upon information and belief:

3. During all or part of the relevant periods referred to herein, Defendant was engaged in the practice of law in the State of North Carolina and maintained a law office in Orlando, Florida.

FIRST CLAIM FOR RELIEF
 (H. McCollum and L. Brown)

4. Paragraphs 1-3 are incorporated as if fully set out herein.

5. In 1983, in Robeson County, H. McCollum ("McCollum") and L. Brown ("Brown") were wrongfully convicted of the rape and murder of an 11-year old girl and sentenced to death.

6. In September of 2014, after McCollum had spent nearly 31 years on death row and Brown had spent nine years on death row and 22 years in the general prison population, both McCollum and Brown were released from prison; their convictions and death sentences were vacated after they were proven innocent through, among other things, DNA evidence.

7. The evidence revealed that McCollum, 19-years old at the time, and Brown, 15-years old at the time, were coerced into confessing to the crimes after hours of intense interrogation by police officers without the presence of counsel or their parents, and that McCollum and Brown function, due to mental disabilities, at the level of elementary school children.

8. Shortly after McCollum and Brown were released from prison, Ken Rose, an attorney with the Center for Death Penalty Litigation, and WilmerHale, a law firm with offices across the United States, Europe, and Asia, agreed to file pardon petitions with Governor Pat McCrory and seek the statutorily mandated amount of \$750,000.00 from the Industrial Commission on a *pro bono* basis for McCollum and Brown.

9. McCollum and Brown began receiving donations and financial assistance from various sources once they were released from prison and their situation caught the attention of the media.

10. Soon after the funds from donations and financial assistance were received, they were placed in the trust account of the Center for Death Penalty Litigation and were distributed to McCollum and Brown as needs arose.

11. On September 11, 2014, Ken Rose and WilmerHale filed the pardon petition on behalf of McCollum and Brown.

12. On September 15, 2014, Patricia J. Hansen, the Governor's Clemency Administrator under Governor McCrory sent Ken Rose and WilmerHale a letter noting that the Governor's "office has received your correspondence and documents requesting a pardon of innocence on behalf of Henry Lee McCollum and Leon Brown. All necessary documents have been received and this request is now being processed."

13. On September 23, 2014, District Attorney Luther Johnson Britt, III, sent Governor McCrory a letter urging him to grant McCollum and Brown pardons of innocence.

14. In January 2015, Kim Weekes ("Weekes") and Deborah Pointer ("Pointer"), two non-lawyer "consultant advisors," contacted Geraldine Brown Ransom ("Geraldine"), Leon Brown's sister, and claimed they could help McCollum and Brown.

15. Weekes and Pointer entered into an agreement with Geraldine, who was not a guardian for either McCollum or Brown at that point, to serve McCollum and Brown as "activist/advocate consultants" and to assist with "the pardon process."

16. In February 2015, Defendant was contacted by Weekes and Pointer regarding McCollum and Brown.

17. Throughout much of his representation of McCollum and Brown, Defendant shared information and worked with Weekes and Pointer on McCollum and Brown's case.

18. On February 27, 2015, Defendant entered into a representation agreement with McCollum, Brown, and Geraldine, who still was not a guardian for either McCollum or Brown, to handle McCollum and Brown's claims against Robeson County, the Red Springs Police Department, and the State of North Carolina.

19. Defendant's representation agreement with McCollum and Brown noted, *inter alia*, that Defendant would collect a contingency fee of between 27-33% of any monetary recovery or award in connection with McCollum and Brown's claims against Robeson County, the Red Springs Police Department, and the State of North Carolina.

20. Defendant's representation agreement with McCollum and Brown also noted that McCollum and Brown were "conveying an irrevocable interest in the net proceeds arising" from any recovery to Defendant.

21. Defendant's representation agreement with McCollum and Brown also indicated that if McCollum and Brown elected "to terminate th[e] agreement, it would not terminate [Defendant's] contingency interest in the outcome of" the case and that "under no circumstances [would Defendant's firm be] required to relinquish any part of the contingency fee provided [t]herein in order to" accommodate new counsel.

22. The language in the representation agreement was designed and intended to create a nonrefundable fee.

23. Defendant claimed that McCollum and Brown had the mental capacity to enter into this contract.

24. McCollum and Brown have IQs in the 50s.

25. Defendant knew at the time that he entered into the representation agreement with McCollum and Brown that both had IQs in the 50s.

26. Defendant claimed repeatedly that McCollum and Brown did not have the mental capacity to confess to the crimes back in 1983.

27. On March 2, 2015, Defendant gave \$1,000.00 cash to McCollum and Brown.

28. On March 4, 2015, Defendant helped McCollum and Brown each to get loans from Multi Funding, Inc. for \$100,000.00 at 19% interest, compounded every 6 months.

29. Neither McCollum nor Brown had the capacity to enter into contracts for the loans from Multi Funding, Inc.

30. Defendant signed a document entitled "Attorney Acknowledgement of Explanation of Terms to Plaintiff, Of Irrevocable Lien and Assignment to Multi Funding, Inc.," claiming that he had explained the terms of the loan agreements to McCollum and Brown.

31. Defendant read and signed at least two pages of the loan document for the March 2015 loan, including a page wherein he agreed to pay Multi Funding before paying his client: "I hereby consent and agree to fully execute this document to pay Multi Funding Inc. all funds due them at the close of this case, before final distribution to the Plaintiff or (his or her) successors and/or assigns."

32. But for Defendant's signing of the Attorney Acknowledgement of Explanation of Terms to Plaintiff, Of Irrevocable Lien and Assignment to Multi Funding, Inc., neither McCollum nor Brown would have received the March 4, 2015 loans of \$100,000.00 at 19% interest, compounded every 6 months.

33. In March of 2015, Defendant ensured that Weekes and Pointer were paid \$10,000.00 from the initial loan proceeds to McCollum and Brown, pursuant to Defendant's agreement with Weekes and Pointer.

34. On March 16, 2015, Defendant sent letters to the attorneys who had represented McCollum and Brown *pro bono* for 20 years until they were exonerated, telling the attorneys to never contact McCollum and Brown again as it would violate the "rules of ethics" and would be "actionable as tortious interference of contract."

35. On June 4, 2015, Governor Pat McCrory granted a pardon of innocence to McCollum and Brown.

36. In August of 2015, Defendant filed a lawsuit in the United States District Court for the Eastern District of North Carolina on behalf of McCollum and Brown against various parties who were allegedly responsible for their wrongful conviction and incarceration (*McCollum v. Town of Red Springs*, Docket # 5:15-CV-451-BO, Eastern District of North Carolina, Western Division) ("Civil Suit").

37. In August of 2015, Brown, who suffers from bi-polar disorder and schizophrenia, had a breakdown and ended up in a group home.

38. In or around August of 2015, Defendant learned that Brown had suffered a breakdown and had moved into a group home.

39. As a result of Brown's breakdown, Defendant had Geraldine appointed as Brown's guardian by the Clerk of Superior Court in Cumberland County in an incompetency hearing on September 1, 2015.

40. Geraldine had no expertise or knowledge of how to serve as a guardian and was in need of money, making her a poor choice for a guardian.

41. Defendant told the Clerk of Superior Court in Cumberland County in the incompetency hearing on September 1, 2015 that he would ensure that "multiple levels of oversight" were present by placing all of Brown's assets – specifically including the anticipated Industrial Commission award of \$750,000.00 – in a trust managed by a third party.

42. Defendant did not place Brown's award or assets in a trust.

43. On September 2, 2015, the Industrial Commission awarded \$750,000.00 each as compensation for their wrongful imprisonment to McCollum and Brown.

44. Although Defendant represented McCollum and Brown at the September 2, 2015 Industrial Commission hearing, he had little to do with McCollum and Brown receiving this compensation: McCollum and Brown had been exonerated and the petition for pardon of innocence had been filed before Defendant's involvement.

45. Defendant's work on behalf of McCollum and Brown in the Industrial Commission proceeding was minimal.

46. Once a pardon of innocence had been granted by the governor, the request to the Industrial Commission for compensation was *pro forma* and the compensation amount of \$750,000.00 was mandated by statute.

47. In October of 2015, the Industrial Commission sent both McCollum and Brown \$750,000.00 in the form of a check for \$1.5M to Defendant.

48. Defendant took one-third of the award from both McCollum and Brown, totaling \$500,000.00.

49. McCollum and Brown were left with \$500,000.00 each.

50. Defendant used nearly \$110,000.00 each of McCollum and Brown's Industrial Commission award, totaling \$220,000.00, to repay the loans he helped them get, even though there was some question as to whether the loans were enforceable because of McCollum and Brown's capacity to enter into the loan contracts.

51. Defendant charged a combined total of \$21,173.88 in costs and expenses to McCollum and Brown for the Industrial Commission process.

52. Defendant used \$25,972.14 of the Industrial Commission award to repay money he and his firm advanced to McCollum and Brown prior to their Industrial Commission award, including, *inter alia*, the following:

- a. A cash payment of \$250.00 to McCollum on March 2, 2015;
- b. A second cash payment of \$250.00 to McCollum on March 2, 2015;
- c. A cash payment of \$250.00 to Brown on March 2, 2015;
- d. A second cash payment of \$250.00 to Brown on March 2, 2015;
- e. A Western Union payment of \$221.50 to McCollum on June 15, 2015;
- f. A Western Union payment of \$221.50 to Brown on June 15, 2015;
- g. A cash payment of \$500.00 to McCollum on September 2, 2015;
- h. A Money Order payment of \$500.00 to McCollum on September 2, 2015;
- i. A second Money Order payment of \$500.00 to McCollum on September 2, 2015;
and
- j. A Western Union payment of \$758.00 to McCollum on September 14, 2015.

53. A portion of these advances was for living expenses and not for the costs of the litigation.

54. Defendant put \$10,000.00 each from McCollum and Brown's Industrial Commission award, totaling \$20,000.00, into escrow for "future costs/expenses for the [civil] lawsuit" – the Civil Suit – despite the fact that the Civil Suit was being pursued on a contingency fee basis with costs being advanced by the firm, per the terms of Defendant's contract with McCollum and Brown: "It is often necessary for us[, Defendant's firm,] to incur expenses for items such as travel, lodging, meals, telephone calls, transcription, and the like. Similarly, some matters require substantial amounts of costly ancillary services such as photocopying, messenger and delivery services, and computerized legal research. HM[, Defendant's firm,] agrees to advance all such costs and expenses incurred in connection with the Matter, including, but not limited to, photocopying, messenger and delivery services, expert witnesses, court reporter fees, computerized research, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long-distance telephone calls, telecopying, court costs, filing fees, and other similar expenses. Certain of the preceding items may be charged at more than HM's[, Defendant's firm's] direct costs in order to cover overhead. Such costs are to be repaid out of the proceeds, if any, from the Matter, and costs shall be repaid to HM[, Defendant's firm,] prior to the division of funds[.]"

55. Defendant used the entire \$20,000.00 he placed in escrow from McCollum and Brown's Industrial Commission award to partially pay for the litigation costs of the Civil Suit rather than advancing the costs from his firm's funds.

56. On March 11, 2016, Defendant helped McCollum get a loan for \$50,000.00 at 18% interest, compounded every 6 months.

57. Defendant signed the Attorney Acknowledgement of Explanation of Terms to Plaintiff, Of Irrevocable Lien and Assignment to Multi Funding, Inc., claiming that he had explained the terms of the loan agreement to McCollum for the \$50,000.00 loan.

58. Defendant read and signed at least two pages of the loan document for the March 2016 loan, including a page wherein he agreed to pay Multi Funding before paying his client: "I hereby consent and agree to fully execute this document to pay Multi Funding Inc. all funds due them at the close of this case, before final distribution to the Plaintiff or (his or her) successors and/or assigns."

59. On October 27, 2016, Defendant helped McCollum get a loan for \$15,000.00 at 18% interest, compounded every 6 months.

60. Defendant signed the Attorney Acknowledgement of Explanation of Terms to Plaintiff, Of Irrevocable Lien and Assignment to Multi Funding, Inc., claiming that he had explained the terms of the loan agreement to McCollum for the \$15,000.00 loan.

61. Defendant read and signed at least two pages of the loan document for the October 2016 loan, including a page wherein he agreed to pay Multi Funding before paying his client: "I hereby consent and agree to fully execute this document to pay Multi Funding Inc. all

funds due them at the close of this case, before final distribution to the Plaintiff or (his or her) successors and/or assigns.”

62. The loan contracts provide that if McCollum were to retain new counsel and fail to cause the new counsel to execute a lien on any recovery in favor of the lender, McCollum would be subject to a lawsuit from the lender for damages, costs, and attorney fees.

63. But for Defendant’s signing of the loan documents, McCollum would not have received the March 11, 2016 loan for \$50,000.00 at 18% interest, compounded every 6 months nor the October 27, 2016 loan for \$15,000.00 at 18% interest, compounded every 6 months.

64. In February of 2016, Geraldine was removed as guardian for contempt of court and stealing money.

65. Shortly after Geraldine was removed as guardian, Defendant helped Geraldine get a \$25,000.00 loan from Multi Funding, Inc. against any future recovery made by Brown, with the loan proceeds sent to Geraldine allegedly for Brown’s rent.

66. As a result of Geraldine receiving a \$25,000.00 loan from Multi Funding, Inc. against any future recovery made by Brown, Multi Funding, Inc. perfected a lien for that amount against any future recovery made by Brown.

67. At the time Defendant helped Geraldine get a loan against any future recovery made by Brown allegedly for Brown’s rent, Geraldine was no longer Brown’s guardian; thus, any rent payments to Geraldine at this time were not for Brown’s benefit.

68. At the time Defendant helped Geraldine get a loan against any future recovery made by Brown allegedly for Brown’s rent, Brown was no longer residing with Geraldine; thus, any rent payments to Geraldine at this time were not for Brown’s benefit.

69. Since approximately August of 2015, Brown had been living in a group home in Fayetteville.

70. On February 1, 2017, Derrick Hamilton (“Hamilton”), a friend of and occasional videographer for Defendant, wired Defendant \$30,000.00, which was deposited into Defendant’s trust account.

71. Twenty thousand dollars of the \$30,000.00 wire transfer was for McCollum’s benefit.

72. Ten thousand dollars of the \$30,000.00 wire transfer was intended by Defendant and Hamilton to be a loan for Defendant’s benefit.

73. Defendant did not disburse the \$10,000.00 belonging to him from the trust account in a manner that identified the funds as Defendant’s loan proceeds.

74. By not promptly disbursing from his trust account the \$10,000.00 of the \$30,000.00 wire transfer intended by Defendant and Hamilton to be a loan for Defendant’s

benefit, Defendant commingled funds belonging to Defendant with entrusted funds belonging to Defendant's client.

75. In April of 2017, Defendant submitted to the United States District Court a proposed settlement of McCollum and Brown's Civil Suit against the Town of Red Springs for \$500,000.00 each.

76. Similar wrongful imprisonment cases for fewer years of incarceration and fewer years on death row have been settled for several million dollars.

77. Defendant did not conduct asset discovery regarding the Town of Red Springs's ability to satisfy a judgment in excess of the town's insurance policy limits.

78. Defendant failed to discover the insurance policy limits of the Town of Red Springs.

79. Defendant asked the Court to approve the settlement and his 33% fee, claiming that his clients were competent to enter into the representation agreement and the settlement agreement and that the settlement was appropriate because McCollum had agreed to it and Brown's new guardian had as well.

80. The proposed settlement provided that the liens of the lenders of the loans Defendant helped McCollum and Brown would be paid out of the settlement proceeds.

81. Defendant represented to the Court in his proposed settlement pleading that his costs for the litigation were roughly \$70,000.00.

82. In his pleading to the Court, Defendant claimed that he had done the following work for McCollum and Brown in the civil suit and that the following actions, among others, led to the roughly \$70,000.00 in costs and justified his requested \$330,000.00 fee: "counsel represented both Plaintiffs in their successful petitions to the Governor of North Carolina for Pardons of Innocence, which included several meetings with Governor Pat McCrory and/or his staff, submission of documents and information to the Governor's Office, and several meetings with Plaintiffs; (ii) counsel represented both Plaintiffs in their successful petitions for statutory compensation for wrongful imprisonment pursuant to North Carolina General Statutes § 148-82 et seq. in the North Carolina Industrial Commission, which included preparation of the petition, appearance in the Commission, and presentation of evidence at the hearing; (iii) counsel petitioned the Cumberland County Superior Court for a guardian for Leon Brown and appeared in that court at a hearing and presented evidence[.]"

83. Defendant had already been compensated for these services by the award from the Industrial Commission.

84. Defendant's statement to the Court that he needed to be compensated for services for which he had already been paid by the award from the Industrial Commission was a material misrepresentation.

85. The proposed settlement agreement would have left McCollum with \$178,035.58 while Defendant would have received \$403,493.96.

86. Neither McCollum nor Brown had the capacity to enter into contracts for the loans from Multi Funding, Inc.

87. McCollum did not have capacity to agree to the proposed settlement agreement.

88. Following the hearing wherein Defendant asked the Court to approve the settlement and his fee, the Court appointed Raymond Tarlton ("Tarlton") as McCollum's GAL.

89. On July 26, 2017, Tarlton filed a motion requesting that the Court determine whether the representation agreement between McCollum and Defendant was valid.

90. On August 10, 2017, the Court held a hearing to determine "the competence of Plaintiff McCollum to make decisions and enter into legally binding obligations."

91. Specifically at issue at this August 10, 2017 hearing was whether or not Defendant's retainer agreement with McCollum was invalid due to McCollum's low IQ and potential incompetency.

92. Defendant presented evidence to the Court at this August 10, 2017 hearing, including testimony of an expert of Defendant's own choosing, arguing that McCollum was competent to enter into the retainer agreement.

93. Defendant argued to the Court that McCollum was competent despite (a) previously arguing that McCollum did not have the mental capacity to confess to the crimes back in 1983; (b) McCollum's notable lack of mental capacity being an important part of McCollum's case against Robeson County, the Red Springs Police Department, and the State of North Carolina; and (c) McCollum potentially having claims of incompetency that might invalidate the contracts he signed with Pointer, Weekes, and Multi Funding.

94. On August 15, 2017, Defendant filed a motion to terminate Tarlton as GAL and "to dispense with further competency testing."

95. On October 13, 2017, Defendant sent a new retainer agreement to Brown's guardian.

96. On October 23, 2017, the Court held that Defendant did not have a valid representation agreement with McCollum and Brown: "Counsel [Defendant] was plainly on notice that his potential clients had intellectual disabilities and that their abilities to proceed without a guardian were at issue. Nonetheless, counsel [Defendant] entered into a representation agreement and has, to the Court's knowledge, never sought to have the agreement ratified by any duly appointed guardian for either plaintiff. Accordingly, the Court finds that, based on McCollum's incompetence, the representation agreement between counsel [Defendant] and McCollum is invalid."

97. On November 9, 2017, the Authorized Practice Committee of the North Carolina State Bar sent Weekes and Pointer Letters of Caution for engaging in the unauthorized practice of law in their work with Defendant for McCollum and Brown.

98. The Letters of Caution note that the Authorized Practice Committee "concluded that there is probable cause that [Weekes and Pointer's] activities violated the unauthorized practice of law statutes."

99. On December 14, 2017, the Court approved the settlement with the Town of Red Springs but not Defendant's 33% fee.

100. Also on December 14, 2017, Defendant had Joseph Duffy ("Duffy"), an employee of Multi Funding, sign an affidavit that Defendant had drafted.

101. This affidavit indicated, *inter alia*, that Defendant did not "guarantee, approve, or co-sign" the Multi Funding loans to McCollum and Brown, and that Defendant "simply acknowledged the existence of a lien."

102. The affidavit Defendant drafted and had Duffy execute contained materially false statements concerning Defendant's involvement in the loan process.

103. On April 13, 2018, Defendant was terminated as counsel for McCollum by McCollum's GAL.

104. On April 24, 2018 Defendant's law partner filed a motion challenging the GAL's authority to terminate Defendant.

105. On May 18, 2018, the Court ordered Defendant removed from the case "for good cause shown."

THEREFORE, Plaintiff alleges that Defendant's foregoing actions constitute grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) in that Defendant violated the Rules of Professional Conduct in effect at the time of the conduct as follows:

a) By claiming an irrevocable interest in McCollum and Brown's potential financial payments from the state, Defendant charged an improper fee in violation of Rule 1.5(a) and engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation in violation of Rule 8.4(c);

b) By claiming an irrevocable interest in McCollum and Brown's potential financial payments from the state and asserting that this right would survive termination of the representation, Defendant attempted to limit the clients' absolute right to discharge him in violation of Rule 1.16(a)(3) and made misstatements about his fees, the services he would provide, and the clients' rights to terminate the representation in violation of Rule 7.1(a) and Rule 8.4(c);

c) By working and sharing information with two non-attorney "consultant advisors" in representing McCollum and Brown, Defendant revealed confidential information obtained in the course of his representation of McCollum and Brown in violation of Rule 1.6(a);

d) By failing to conduct necessary discovery to ascertain the ability of the Town of Red Springs to pay any judgment in excess of its insurance policies and failing to determine the insurance policy limits of the Town of Red Springs, Defendant failed to represent McCollum and Brown with competence or diligence in violation of Rule 1.1 and Rule 1.3;

e) By using some of his clients' Industrial Commission award to pay for "litigation expenses" in the Civil Suit when that suit, according to the representation agreement, was to be pursued on a contingency basis with costs advanced by the firm, Defendant misused entrusted funds, engaged in embezzlement, and engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation, in violation of Rule 1.15-2, Rule 8.4(b), and Rule 8.4(c);

f) By claiming in his contract for the Civil Suit that his firm would advance the costs of the litigation and then paying a significant portion of those costs out of McCollum and Brown's Industrial Commission Award, Defendant made misleading statements about his services in violation of Rule 7.1(a) and engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation in violation of Rule 8.4(c);

g) By entering into a representation agreement with his clients when he knew they did not have the capacity to understand the agreement, Defendant engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c) and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4(d);

h) By having McCollum sign off on a settlement agreement and representing to a Court that McCollum had consented to the settlement when Defendant knew McCollum did not have the capacity to understand the agreement, Defendant made a false statement to a tribunal and engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation that was prejudicial to the administration of justice in violation of Rule 3.3(a) and Rule 8.4(c) and Rule 8.4(d);

i) By charging and collecting one-third of McCollum and Brown's Industrial Commission award when his role in that process was minimal and *pro forma*, Defendant charged and collected an excessive fee in violation of Rule 1.5(a);

j) By representing to the Clerk of Superior Court in Cumberland County that he would set up a trust for Brown's funds and then failing to do so, Defendant made a false statement to a tribunal and engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation that was prejudicial to the administration of justice in violation of Rule 3.3(a) and Rule 8.4(c) and Rule 8.4(d);

k) By misrepresenting to the United States District Court in his proposed settlement of the Civil Suit that some of his work and costs in that action were for actions for which he had already been paid by McCollum and Brown's Industrial Commission award, Defendant made a

false statement to a tribunal and engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation that was prejudicial to the administration of justice in violation of Rule 3.3(a) and Rule 8.4(c) and Rule 8.4(d);

l) By signing various Attorney Acknowledgements of Explanation of Terms to Plaintiff, Of Irrevocable Lien and Assignment to Multi Funding, Inc., claiming to Multi Funding, Inc. that he had explained the terms of the loan agreements to McCollum and Brown when they were not competent to understand those terms or enter into those agreements, Defendant made a material misrepresentation to Multi Funding, Inc. and thereby engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation in violation of Rule 8.4(c);

m) By lending McCollum and Brown money, both directly and/or through his paralegal, Derrick Hamilton, Defendant entered into a business transaction with his clients in violation of Rule 1.8(a) and Rule 1.8(e);

n) By helping Geraldine get a \$25,000.00 loan from Multi Funding, Inc. against any future recovery made by Brown, with the loan proceeds sent directly to Geraldine for Brown's rent when Geraldine was not Brown's guardian, Defendant misused entrusted funds in violation of Rule 1.15-2 and failed to represent Brown with competence or diligence in violation of Rule 1.1 and Rule 1.3;

o) By not promptly disbursing from his trust account \$10,000.00 to which he was entitled as proceeds of a loan from Derrick Hamilton, Defendant failed to properly maintain and disburse fiduciary funds in violation of Rule 1.15-2(a) and failed to withdraw the amounts to which Defendant was entitled in violation of Rule 1.15-2(g);

p) By advancing money to McCollum and Brown for living expenses, and by guaranteeing repayment of various loans for McCollum and Brown, Defendant provided financial assistance to clients in connection with pending litigation in violation of Rule 1.8;

q) By guaranteeing repayment of various loans for McCollum and Brown, Defendant entered into business transactions with his clients in violation of Rule 1.8(a);

r) By drafting a materially false affidavit and having it executed, Defendant engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c) and suborned perjury in violation of N.C. Gen. Stat. § 14-210, thereby committing a felonious criminal act that reflects adversely on his fitness as a lawyer in violation of Rule 8.4(b); and

s) By entering into a retainer agreement with McCollum that was invalid due to McCollum's lack of competency and then arguing that McCollum was competent in an effort to protect his fee despite such arguments potentially harming McCollum's then-current claims against Robeson County, the Red Springs Police Department, and the State of North Carolina, and potential invalid-contract claims against Pointer, Weekes, and Multi Funding, Defendant engaged in a conflict of interest, as Defendant's representation of McCollum was materially limited by Defendant's personal interest in defending his fee, in violation of Rule 1.7.

SECOND CLAIM FOR RELIEF
(G.H.)

106. Paragraphs 1-3 are incorporated as if fully set out herein.

107. On September 21, 2015, G.H. signed a contract with Defendant to represent her in filing an appeal of an equitable distribution judgment from G.H.'s civil divorce case in North Carolina.

108. Defendant failed to order a transcript within fourteen days of the filing of the Notice of Appeal.

109. Defendant failed to comply with Rule 7 by providing, "in writing, a designation of the parts of the proceedings to be transcribed; the name and address of the court reporter designated to prepare the transcript and where portions of the proceedings have been designated to be transcribed, [and] a statement of the issues the appellant intends to raise on appeal."

110. Defendant failed to make any "timely effort to obtain an extension of time for the transcript to be produced."

111. Defendant failed to serve the proposed record on appeal within thirty-five days of the date of the Notice of Appeal

112. Defendant was served with notice of hearing in G.H.'s case, to take place on February 10, 2016.

113. Defendant failed to appear at the February 10, 2016 hearing.

114. The Court in G.H.'s case noted that Defendant did "not have good cause for these delays."

115. Due to these administrative and procedural failures by Defendant, the Alamance County District Court entered an Order Dismissing Plaintiff's [G.H.'s] Appeal on April 26, 2016.

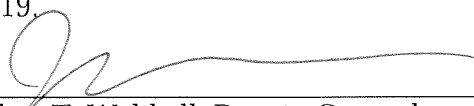
THEREFORE, Plaintiff alleges that Defendant's foregoing actions constitute grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) in that Defendant violated the Rules of Professional Conduct in effect at the time of the conduct as follows:

a) By failing to appear in court at a duly noticed hearing on his client's behalf and by failing in various respects to comply with the Rules of Civil Procedure in his client's case, Defendant failed to ensure that his client's interests were protected, failed to act with reasonable diligence and promptness in representing a client, and engaged in conduct prejudicial to the administration of justice in violation of Rule 1.3 and Rule 8.4(d).

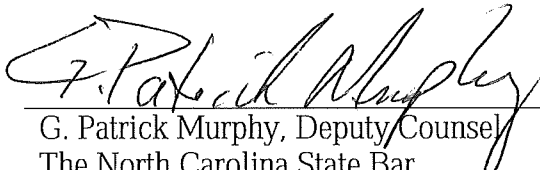
WHEREFORE, Plaintiff prays that:

- (1) Disciplinary action be taken against Defendant in accordance with N.C. Gen. Stat. § 84-28 as the evidence on hearing may warrant;
- (2) Defendant be taxed with the administrative fees and costs permitted by law in connection with this proceeding; and
- (3) For such other and further relief as is appropriate.

This the 11th day of October 2019.

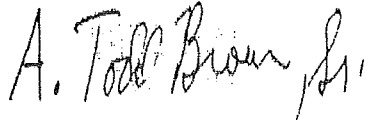


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Signed pursuant to 27 N.C. Admin. Code 1B
§ .0113(n) and §.0105(a)(10).



A. Todd Brown, Chair
Grievance Committee