



The Grievance Committee also believed you had a conflict of interest in allowing your company to submit an initial offer to the bank. Although you claimed that you never intended to follow through on the purchase of your client's property, you nevertheless placed yourself in a position to purchase the property and clearly your interests were in conflict with those of your clients, in violation of Rule 1.7(a)(2).

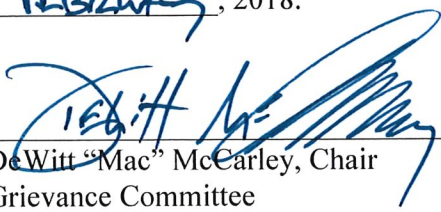
The Grievance Committee found that you had a conflict of interest when you steered business to your wife, a realtor, in the possible short sale of the Ms' property. You drafted a "Conflict of Interest Waiver for HM law, KR realtor." That waiver provided that the Ms waived any right to object or sue you or your wife for a potential conflict of interest that may result from the interaction between you as "respective agent acting on behalf" of the Ms. This waiver you drafted did not protect your client, but benefited you and your wife. The Grievance Committee found that your waiver violated Rule 1.7(a)(2).

You told the Grievance Committee in a November 10, 2017 letter to follow-up questions posed by State Bar deputy counsel that you never lied to counsel or the lender about the "sham offer." You said that "if it were exculpatory, I could contact their local counsel...or try to dig up a phone call with WF (the lender) that would have showed that I was honest about this offer to purchase. At all times relevant, their counsel and client/lender were informed that his offer was submitted purely for the purposes of opening a short sale and having a "complete package" that would allow the short sale appraisal of the Property to give us a short sale approval price." The evidence that you presented did not bear out that assertion. The counsel in this matter said that you never told him that you were making a "sham offer" to the lender. You did not present any evidence that you were transparent with the lender. In a January 18, 2018 response to deputy counsel's follow-up questions, you stated that counsel would "have no reason to have knowledge of the "sham offer" as he doesn't deal with the internal short sale documents." When deputy counsel questioned you about the contradiction of your statements in your November 10, 2017 communication with your January 18, 2018 communication, you stated in a January 24 response that the two statements seemed to be contradictory, but "they are reconciled in my mind when I think about the short sale process." The Grievance Committee found that your two statements about what you told local counsel and the bank were misleading and violated Rule 8.4(d). The Grievance Committee reminds you of your obligation to give a full and fair disclosure of all circumstances surrounding the allegations of a grievance.

You are hereby censured by the North Carolina State Bar for your violation of the Rules of Professional Conduct. The Grievance Committee trusts that you will ponder this censure, recognize the error that you have made, and that you will never again allow yourself to depart from adherence to the high ethical standards of the legal profession. This censure should serve as a strong reminder and inducement for you to weigh carefully in the future your responsibility to the public, your clients, your fellow attorneys and the courts, to the end that you demean yourself as a respected member of the legal profession whose conduct may be relied upon without question.

In accordance with the policy adopted July 23, 2010 by the Council of the North Carolina State Bar regarding the taxing of administrative fees and investigative costs to any attorney issued a censure by the Grievance Committee, an administrative fee in the amount of \$350.00 is hereby taxed to you.

Done and ordered, this 22 day of FEBRUARY, 2018.

  
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DeWitt "Mac" McCarley, Chair  
Grievance Committee  
The North Carolina State Bar