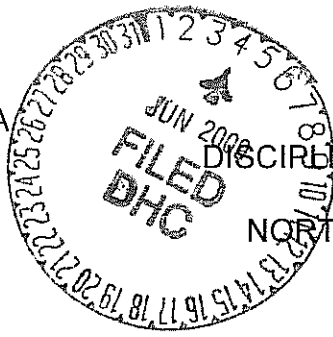


NORTH CAROLINA  
WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
09 DHC 4

---

THE NORTH CAROLINA STATE BAR, )  
Plaintiff )

v. )

BARRY C. SNYDER, Attorney, )  
Defendant )

CONSENT ORDER OF  
DISCIPLINE

---

This matter was considered by a Hearing Committee of the Disciplinary Hearing Commission composed of Donna R. Rascoe, Chair, J. Michael Booe, and Michael J. Houser. Margaret Cloutier represented plaintiff. Defendant appeared pro se. Defendant has agreed to waive a formal hearing in the above referenced matter. The parties stipulate and agree to the findings of fact and conclusions of law recited in this consent order and to the discipline imposed. Defendant also stipulates that Defendant waives his right to appeal this consent order or challenge in any way the sufficiency of the findings by consenting to the entry of this order.

Based on the consent of the parties, the Hearing Committee hereby finds by clear, cogent and convincing evidence the following

#### 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, Barry C. Snyder (hereinafter "Snyder" or "Defendant"), was admitted to the North Carolina State Bar on October 22, 1982 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 herein, Defendant actively engaged in the practice of law in the State of North Carolina and maintained a law office in Greensboro, Guilford County, North Carolina.

4. Between June 1999 and August 2007 Defendant maintained a client trust account with High Point Bank, account number ending in the digits 667 (hereinafter the "High Point trust account").

5. Defendant used the High Point trust account as a general trust account in which Defendant deposited and disbursed client funds.

6. On June 2, 1999 check number 2207 written by Defendant on the High Point trust account in the amount of \$20,535.00 payable to the benefit of Defendant's client William Breeden was paid by High Point Bank.

7. At the time check number 2207 was paid by High Point Bank on June 2, 1999, no funds were on deposit in the High Point trust account for the benefit of Breeden.

8. On June 3, 1999 Defendant caused to be deposited into the High Point trust account funds in the amount of \$35,000.00 for the benefit of Defendant's client William Breeden.

9. On June 7, 1999 check number 2210 written by Defendant on the High Point trust account in the amount of \$4,189.57 payable to the benefit of Defendant's client Brenda Bethea was paid by High Point Bank.

10. At the time check number 2210 was paid by High Point Bank on June 7, 1999, no funds were on deposit in the High Point trust account for the benefit of Bethea.

11. On June 8, 1999 Defendant caused to be deposited into the High Point trust account funds in the amount of \$11,000.00 for the benefit of Defendant's client Brenda Bethea.

12. On March 23, 2000 check number 2243 in the amount of \$800.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Lovin was paid by High Point Bank.

13. At the time check numbered 2243 was paid by High Point Bank on March 23, 2000 no funds were on deposit in the High Point trust account for the benefit of Lovin.

14. On March 28, 2000, Defendant caused to be deposited into the High Point trust account funds in the amount of \$2,500.00 for the benefit of Defendant's client Lovin.

15. On May 5, 2000 check number 2250 in the amount of \$1,150.00 and check number 2247 in the amount of \$1,196.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's clients Sandra Allen and/or Deborah Parks were paid by High Point Bank.

16. At the time checks numbered 2250 and 2247 were paid by High Point Bank on May 5, 2000 no funds were on deposit in the High Point trust account for the benefit of Allen and/or Parks.

17. On May 8, 2000 Defendant caused to be deposited into the High Point trust account funds in the amount of \$3,525.00 for the benefit of Defendant's clients Allen and/or Parks.

18. On August 4, 2000 check number 2258 in the amount of \$1,780.00, and on August 7, 2000 check number 2255 in the amount of \$2,000.00 and check number 2259 in the amount of \$2,000.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Richard Barnes were paid by High Point Bank.

19. At the time checks numbered 2258, 2255 and 2259 were paid by High Point Bank on August 4, 2000 and August 7, 2000 no funds were on deposit in the High Point trust account for the benefit of Barnes.

20. On August 22, 2000 Defendant caused to be deposited into the high Point trust account funds in the amount of \$6,200.00 for the benefit of Defendant's client Barnes.

21. On August 21, 2000 check number 2260 in the amount of \$4,500.00 and check number 2261 in the amount of \$1,500.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Mavis Stewart were paid by High Point Bank.

22. At the time checks numbered 2260 and 2261 were paid by High Point Bank on August 21, 2000, no funds were on deposit in the High Point trust account for the benefit of Stewart.

23. On August 22, 2000 Defendant caused to be deposited into the High Point trust account funds in the amount of \$6,000.00 for the benefit of Defendant's client Mavis Stewart.

24. On August 21, 2000 check number 2263 in the amount of \$1,875.00 written by Defendant on the High Point trust account payable to

the benefit of Defendant's client Michelle Jones was paid by High Point Bank.

25. At the time check numbered 2263 was paid by High Point Bank on August 21, 2000, no funds were on deposit in the High Point trust account for the benefit of Jones.

26. On August 22, 2000 Defendant caused to be deposited into the High Point trust account funds in the amount of \$13,700.00 for the benefit of Defendant's client Michelle Jones.

27. On August 29, 2000 check number 2264 in the amount of \$11,500.00 and check number 2265 in the amount of \$7,500.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Lavonda Nelson were paid by High Point Bank.

28. At the time checks numbered 2264 and 2265 were paid by High Point Bank on August 29, 2000, no funds were on deposit in the High Point trust account for the benefit of Nelson.

29. On August 30, 2000 Defendant caused to be deposited into the High Point trust account funds in the amount of \$25,000.00 for the benefit of Defendant's client Lavonda Nelson.

30. On October 19, 2000 check number 2269 in the amount of \$18,312.09 and on October 20, 2000 check number 2270 in the amount of \$6,250.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Faye Moore were paid by High Point Bank.

31. At the time checks numbered 2269 and 2270 were paid by High Point Bank on October 19 and 20, 2000 no funds were on deposit in the High Point trust account for the benefit of Moore.

32. On October 30, 2000 Defendant caused to be deposited into the High Point trust account funds in the amount of \$25,000.00 for the benefit of Defendant's client Faye Moore.

33. On December 26, 2000 check number 2277 in the amount of \$1,000.00 and check number 2278 in the amount of \$3,166.00, and on December 27, 2000 check number 2280 in the amount of \$500.00 and check number 2281 in the amount of \$1,583.34, written by Defendant on the High Point trust account payable to the benefit of Defendant's clients Cindy Wilson and Christopher Williams were paid by High Point Bank.

34. At the time checks numbered 2277, 2278, 2280 and 2281 were paid by High Point Bank on December 26 and 27, 2000 no funds were on deposit in the High Point trust account for the benefit of Wilson and Williams.

35. On January 3, 2001 Defendant caused to be deposited into the High Point trust account funds in the amount of \$6,250.00 for the benefit of Defendant's clients Cindy Wilson and Christopher Williams.

36. On January 10, 2001 check number 2282 in the amount of \$4,333.34 and check number 2283 in the amount of \$2,166.66 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Hollis Hunt were paid by High Point Bank.

37. At the time checks numbered 2282 and 2283 were paid by High Point Bank on January 10, 2001, no funds were on deposit in the High Point trust account for the benefit of Hunt.

38. On February 16, 2001 Defendant caused to be deposited into the High Point trust account funds in the amount of \$6,500.00 for the benefit of Defendant's client Hollis Hunt.

39. On February 5, 2001 check number 2284 in the amount of \$1,500.00, on February 6, 2001 check number 2276 in the amount of \$3,000.00, on February 7, 2001 check number 2287 in the amount of \$1,583.34, and on February 8, 2001 check number 2286 in the amount of \$3,166.66, written by Defendant on the High Point trust account payable to the benefit of Defendant's clients Jennifer Williams and Melinda Washington were paid by High Point Bank.

40. At the time checks numbered 2284, 2276, 2287 and 2286 were paid by High Point Bank between February 5 and 8, 2001 no funds were on deposit in the High Point trust account for the benefit of Williams and Washington.

41. On February 16, 2001 Defendant caused to be deposited into the High Point trust account funds in the amount of \$9,250.00 for the benefit of Defendant's clients Jennifer Williams and Melinda Washington.

42. On May 1, 2001 check number 2296 in the amount of \$20,000.00 and on May 3, 2001 check number 2297 in the amount of \$5,000.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Maria Taylor were paid by High Point Bank.

43. At the time checks numbered 2296 and 2297 were paid by High Point Bank on May 1 and 3, 2001 no funds were on deposit in the High Point trust account for the benefit of Taylor.

44. On May 30, 2001 Defendant caused to be deposited into the High Point trust account funds in the amount of \$25,000.00 for the benefit of Defendant's client Maria Taylor.

45. On June 4, 2001 check number 2298 in the amount of \$900.00, check number 2299 in the amount of \$900.00, check number 2300 in the amount of \$900.00, and on June 7, 2001 check number 2301 in the amount of \$900.00, written by Defendant on the High Point trust account payable to the benefit of Defendant's clients Cindy Wilson, Jennifer Williams, Melinda Washington, and Christopher Williams were paid by High Point Bank.

46. At the time checks numbered 2298, 2299, 2300 and 2301 were paid by High Point Bank on June 4 and June 7, 2001 no funds were on deposit in the High Point trust account for the benefit of Wilson, Williams, Washington and Williams.

47. On June 12, 2001 Defendant caused to be deposited into the High Point trust account funds in the amount of \$4,000.00 for the benefit of Defendant's clients Wilson, Williams, Washington and Williams.

48. On June 18, 2001 check number 2153 in the amount of \$5,000.00, on June 19, 2001 check number 2150 in the amount of \$10,000.00, and on July 12, 2001 check number 2151 in the amount of \$29,378.16 written by Defendant on the High Point trust account payable to the benefit of Defendant's client Leon Burgess were paid by High Point Bank.

49. At the time checks numbered 2153, 2150 and 2151 were paid by High Point Bank between June 18 and July 12, 2001, no funds were on deposit in the High Point trust account for the benefit of Burgess.

50. On July 16, 2001 Defendant caused to be deposited into the High Point trust account funds in the amount of \$47,500.00 for the benefit of Defendant's client Leon Burgess.

51. On October 15, 2003 check number 1953 in the amount of \$1,000.00 written by Defendant on the High Point trust account payable to the benefit of Defendant's client the Ridge Estate was paid by High Point Bank.

52. At the time check numbered 1953 was paid by High Point Bank on October 15, 2003 no funds were on deposit in the High Point trust account for the benefit of the Ridge Estate.

53. On October 16, 2003 Defendant caused to be deposited into the High Point trust account funds in the amount of \$1,000.00 for the benefit of Defendant's client the Ridge Estate.

54. By disbursing funds for the clients named in Paragraphs 6 through 41 from the High Point trust account before depositing funds for the benefit of those clients into that trust account, Defendant used entrusted funds held in a fiduciary capacity for other clients for purposes that were not intended by those other clients.

55. As of October 8, 2004 Defendant disbursed from the High Point trust account \$407.88 in excess of the amount of funds deposited in that account for the benefit of Defendant's client Leon Burgess.

56. By disbursing funds for clients from the High Point trust account without depositing funds on behalf of those clients, or in excess of the funds deposited into the account for those clients, Defendant used entrusted funds held in a fiduciary capacity for other clients for purposes that were not intended by those other clients.

57. Between July 2001 and June 2007 Defendant maintained a client trust account with First Bank, account number ending in the digits 846 (hereinafter the "First Bank trust account").

58. Defendant used the First Bank trust account as a general trust account in which Defendant deposited and disbursed client funds.

59. On April 3, 2002 check number 1023 in the amount of \$2,000.00 and check number 1024 in the amount of \$1,000.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Ashish Shah were paid by First Bank.

60. At the time checks number 1023 and 1024 were paid by First Bank on April 3, 2002, no funds were on deposit in the First Bank trust account for the benefit of Shah.

61. On April 25, 2002 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$3,000.00 for the benefit of Defendant's client Ashish Shah.

62. On April 19, 2002 check number 1027 in the amount of \$310.00, on April 22, 2002 check number 1026 in the amount of \$940.00,

and on April 24, 2002 check number 1028 in the amount of \$250.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Leon Burgess were paid by First Bank.

63. At the time checks number 1027, 1026 and 1028 were paid by First Bank between April 19 and 24, 2002, no funds were on deposit in the First Bank trust account for the benefit of Burgess.

64. On April 25, 2002 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$1,500.00 for the benefit of Defendant's client Leon Burgess.

65. On October 21, 2002 check number 1065 in the amount of \$800.00 and on November 14, 2002 check number 1064 in the amount of \$3,200.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Rachel Atkins were paid by First Bank.

66. At the time checks number 1065 and 1064 were paid by First Bank on October 21 and November 14, 2002, no funds were on deposit in the First Bank trust account for the benefit of Atkins.

67. On November 21, 2002 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$4,000.00 for the benefit of Defendant's client Rachel Atkins.

68. On April 28, 2003 check number 1091 in the amount of \$1,130.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Sandra Fulton was paid by First Bank.

69. At the time check number 1091 was paid by First Bank on April 28, 2003, no funds were on deposit in the First Bank trust account for the benefit of Fulton.

70. On May 2, 2003 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$4,000.00 for the benefit of Defendant's client Sandra Fulton.

71. On November 18, 2004 check number 1278 in the amount of \$420.00 and on November 19, 2004 check number 1277 in the amount of \$580.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Zeinab Mohamed were paid by First Bank.

72. At the time checks number 1278 and 1277 were paid by First Bank on November 18 and November 19, 2004, no funds were on deposit in the First Bank trust account for the benefit of Mohamed.

73. On April 20, 2005 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$1,000.00 for the benefit of Defendant's client Zeinab Mohamed.

74. On July 29, 2005 check number 1154 in the amount of \$1,500.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client James McNeil was paid by First Bank.

75. At the time check number 1154 was paid by First Bank on July 29, 2005, no funds were on deposit in the First Bank trust account for the benefit of McNeil.

76. On August 17, 2007 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$1,500.00 for the benefit of Defendant's client James McNeil.

77. On January 19, 2006 check number 1182 in the amount of \$2,350.33 and check number 1183 in the amount of \$3,100.82 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Almeta Harris were paid by First Bank.

78. At the time checks number 1182 and 1183 were paid by First Bank on January 19, 2006, no funds were on deposit in the First Bank trust account for the benefit of Harris.

79. On February 1, 2006 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$7,000.00 for the benefit of Defendant's client Almeta Harris.

80. On January 23, 2006 check number 1184 in the amount of \$2,100.00 and on January 30, 2006 check number 1185 in the amount of \$2,000.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Angela Womack were paid by First Bank.

81. At the time checks number 1184 and 1185 were paid by First Bank on January 23 and 30, 2006, no funds were on deposit in the First Bank trust account for the benefit of Womack.

82. On February 1, 2006 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$6,000.00 for the benefit of Defendant's client Angela Womack.

83. On February 6, 2006 check number 1195 in the amount of \$300.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Leon Burgess was paid by First Bank.

84. At the time check number 1195 was paid by First Bank on February 6, 2006, no funds were on deposit in the First Bank trust account for the benefit of Burgess.

85. On March 19, 2007 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$38,000.00 for the benefit of Defendant's client Leon Burgess.

86. On June 5, 2006 checks number 1200 in the amount of \$500.00, number 1201 in the amount of \$500.00, number 1202 in the amount of \$1,000.00, on June 8, 2006 check number 1203 in the amount of \$1,000.00, on June 12, 2006 check number 1205 in the amount of \$1,000.00, on June 15, 2006 check number 1206 in the amount of \$2,500.00, on June 19, 2006 check number 1207 in the amount of \$2,500.00, on June 20, 2006 check number 1208 in the amount of \$2,500.000, and on June 28, 2006 check number 1209 in the amount of \$2,000.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Jerry Harrelson were paid by First Bank.

87. At the time checks number 1200, 1201, 1202, 1203, 1205, 1206, 1207, 1208 and 1209 were paid by First Bank between June 5 and 20, 2006, no funds were on deposit in the First Bank trust account for the benefit of Harrelson.

88. On July 10, 2006 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$100,000.00 for the benefit of Defendant's client Jerry Harrelson.

89. On November 2, 2006 check number 1218 in the amount of \$1,750.00 and check number 1219 in the amount of \$500.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Amy MacKay were paid by First Bank.

90. At the time checks number 1218 and 1219 were paid by First Bank on November 2, 2006, no funds were on deposit in the First Bank trust account for the benefit of MacKay.

91. On May 17, 2007 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$2,250.00 for the benefit of Defendant's client Amy MacKay.

92. On December 1, 2006 check number 1257 in the amount of \$1,550.00 and on December 20, 2006 check number 1255 in the amount of \$3,000.00 written by Defendant on the First Bank trust account payable

to the benefit of Defendant's client Sharon Hendricks were paid by First Bank.

93. At the time checks number 1257 and 1255 were paid by First Bank on December 1 and December 20, 2006, no funds were on deposit in the First Bank trust account for the benefit of Hendricks.

94. On May 17, 2007 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$6,850.00 for the benefit of Defendant's client Sharon Hendricks.

95. On December 1, 2006 check number 1258 in the amount of \$1,732.00 and on December 28, 2006 check number 1256 in the amount of \$2,232.52 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Krystal Cherry were paid by First Bank.

96. At the time checks number 1258 and 1256 were paid by First Bank on December 1 and December 28, 2006, no funds were on deposit in the First Bank trust account for the benefit of Cherry.

97. On May 17, 2007 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$5,000.00 for the benefit of Defendant's client Krystal Cherry.

98. On May 3, 2007 check number 1265 in the amount of \$250.00 and check number 1266 in the amount of \$750.00 written by Defendant on the First Bank trust account payable to the benefit of Defendant's client Calvin Herbin were paid by First Bank.

99. At the time checks number 1265 and 1266 were paid by First Bank on May 3, 2007, no funds were on deposit in the First Bank trust account for the benefit of Herbin.

100. On May 17, 2007 Defendant caused to be deposited into the First Bank trust account funds in the amount of \$1,000.00 for the benefit of Defendant's client Calvin Herbin.

101. By disbursing funds for the clients named in Paragraphs 55 through 98 from the First Bank trust account before depositing funds for the benefit of those clients into that trust account, Defendant used entrusted funds held in a fiduciary capacity for other clients for purposes that were not intended by those other clients.

102. As of July 2, 2004 Defendant disbursed from the First Bank trust account \$3,125.00 in excess of the amount of funds deposited in that account for the benefit of Defendant's client Antonette Winberry.

103. As of July 26, 2004 Defendant disbursed from the First Bank trust account \$500.00 in excess of the amount of funds deposited in that account for the benefit of Defendant's client Diane Rhodes.

104. As of September 19, 2005 Defendant disbursed from the First Bank trust account \$25.00 in excess of the amount of funds deposited in that account for the benefit of Defendant's client Rachel Atkins.

105. As of October 3, 2005 Defendant disbursed from the First Bank trust account \$584.49 in excess of the amount of funds deposited in that account for the benefit of Defendant's client Katona Pone.

106. As of October 20, 2005 Defendant disbursed from the First Bank trust account \$308.00 in excess of the amount of funds deposited in that account for the benefit of Defendant's client Robert Johnson.

107. By disbursing funds for clients from the First Bank trust account in excess of the funds deposited into the account for those clients, Defendant used entrusted funds held in a fiduciary capacity for other clients for purposes that were not intended by those other clients.

108. Defendant did not reconcile the trust accounts identified above at least quarterly between June 1999 and August 2007.

109. Defendant represented Bernard Breeden and his daughter in connection with injuries they sustained in an automobile accident on March 24, 2008.

110. The Breedens were treated for their injuries by a chiropractor. The chiropractor provided Defendant with the proper documentation to perfect a lien on the proceeds of the Breedens' claims pursuant to N.C.G.S. §44-49.

111. Defendant settled the Breedens' claims and allowed the proceeds to be distributed among himself, his clients and others but did not ensure that the chiropractor was paid from the proceeds pursuant to the chiropractor's valid lien on the settlement proceeds.

112. When Defendant received from the liability insurance carrier checks representing the proceeds in settlement of the Breedens' claims, Defendant allowed the proceeds checks to be deposited into the account of a third party and did not deposit the settlement proceeds checks into an attorney trust account.

Based on the foregoing Findings of Fact, the Committee enters the following

## CONCLUSIONS OF LAW

1. All parties are properly before the Hearing Committee, and the Committee has jurisdiction over defendant and the subject matter of this proceeding.

2. Defendant's foregoing actions constitute grounds for discipline pursuant to N.C.G.S. §84-28(b)(2) in that Defendant violated one or more of the Revised Rules of Professional Conduct in effect at the time of the actions as follows:

a. by disbursing money for clients from his trust accounts before depositing funds for the benefit of those clients, Defendant used or pledged entrusted property of other clients for the benefit of someone other than the legal or beneficial owner of that property in violation of Rule 1.15.-2(a), (j), and/or (m);

b. by disbursing money deposited for clients in excess of the amount of funds deposited for those clients in the trust accounts, Defendant used or pledged entrusted property for the benefit of someone other than the legal or beneficial owner of that property in violation of Rule 1.15.-2(a), (j), and/or (m);

c. by failing to reconcile his trust accounts at least quarterly, Defendant failed to total and reconcile those accounts with the current bank balance each quarter in violation of Rule 1.15-3(c);

d. by allowing the settlement proceeds to be distributed to others and failing to ensure that the chiropractor was paid from the proceeds of the Breedens' settlement pursuant to the valid lien of the chiropractor, Defendant allowed entrusted property to be used to obtain personal benefit for persons other than the legal or beneficial owners of the property in violation of Rule 1.15-2(j); and

e. by allowing the settlement proceeds checks to be deposited into an account other than an attorney trust account, Defendant failed to promptly deposit into a general or dedicated attorney trust account trust funds received by or placed under the control of a lawyer in violation of Rule 1.15-2(b).

Based upon the foregoing Findings of Fact and Conclusions of Law, the Hearing Committee also enters the following

## FINDINGS REGARDING DISCIPLINE

1. Defendant's misconduct is aggravated by the following factors:

a. his conduct constituted multiple violations of the rules governing entrusted funds; and

b. he has a prior disciplinary record, that is: two previous admonitions, in 1992 and 1998.

2. Defendant's misconduct is mitigated by the following factors:

a. there is no credible evidence of a dishonest or selfish motive;

b. he has made full and free disclosure to the hearing committee and has had a cooperative attitude toward these proceedings;

c. he has a good reputation among his peers; and

d. he has demonstrated remorse for his misconduct.

3. The mitigating factors outweigh the aggravating factors.

4. There is no evidence that any specific client of Defendant suffered substantial harm by the mismanagement of Defendant's trust account. There is no evidence that any of Defendant's actions relating to his trust account described in the Findings of Fact above were intentional misappropriations but rather were the result of gross inattention to the status of the account in general. However, such mismanagement in the handling of client funds puts the entrusted funds at risk and erodes the confidence clients place in attorneys who handle their affairs. As a result, such conduct harms the profession as a whole.

5. Defendant has personally paid the outstanding lien of the chiropractor before the entry of this order.

6. The Hearing Committee has considered written discipline but finds that a censure or reprimand would not be sufficient discipline because of the gravity of the potential harm to client funds. The Committee further finds that such discipline would fail to acknowledge the seriousness of the offenses committed by Defendant and send the wrong message to attorneys regarding the conduct expected of members of the Bar in this State.

7. For the nature and extent of Defendant's trust account violations and the protection of the public this committee would consider an active suspension of Defendant's license to practice law if it were not for the mitigating factors and Defendant's recognition of the impropriety of his conduct and his commitment to refrain from such conduct in the future. Given those circumstances, the Hearing Committee finds and concludes that the public will be adequately protected by suspension of Defendant's license, stayed for a period of time with conditions

imposed upon Defendant designed to ensure protection of the public and Defendant's continued compliance with the Revised Rules of Professional Conduct.

Based upon the foregoing Findings of Fact, Conclusions of Law, and Findings Regarding Discipline, and upon consent of the parties, the Hearing Committee enters the following

#### ORDER OF DISCIPLINE

1. The license of Defendant, Barry C. Snyder, is hereby suspended for two years from the date this Order of Discipline is served upon him. The period of suspension is stayed for two years upon the following conditions:

a. During the period of stayed suspension Defendant will retain the services of a Certified Public Accountant to review the status of any accounts into which client or fiduciary funds have been deposited. Defendant will deliver to the Office of Counsel a report prepared and signed by the Certified Public Accountant certifying that Defendant has reconciled each account with the bank balance, that he has maintained client ledgers identifying all funds in each account, and that Defendant is otherwise meeting all requirements of Rule 1.15-3 of the Rules of Professional Conduct.

b. Defendant is to submit such reports by each January 15, April 15, July 15, and October 15 during the period of stay, and shall provide the certified public accountant the necessary information to satisfactorily prepare such quarterly reports. Defendant will be solely responsible for all costs associated with the monitoring of his trust account(s);

c. Within sixty days of the effective date of this order, Defendant shall demonstrate, to the satisfaction of the Office of Counsel of the North Carolina State Bar, that Defendant has reimbursed from his own funds all amounts disbursed during the audit period in excess of deposits for specific clients from his attorney trust accounts at High Point Bank and First Bank;

d. Within sixty days of the effective date of this order, Defendant shall demonstrate, to the satisfaction of the Office of Counsel of the North Carolina State Bar, that Defendant has identified all clients 1) with funds remaining in his attorney trust accounts at High Point Bank and First Bank or 2) who should have funds remaining in those trust accounts. Once those clients are identified to the satisfaction of the Office of Counsel, Defendant shall properly disburse the identified funds. In the event the account does not contain sufficient funds for clients identified who should have funds in the account, Defendant shall reimburse to the account those amounts from his own funds in order to properly disburse funds behalf of those clients;

e. Defendant will complete an accounting course, either a continuing legal education course teaching trust accounting practices or other accounting course with an emphasis on trust accounts and/or fiduciary funds approved in advance by the Office of Counsel. Defendant will complete the course within six months of the service of this order upon him and will provide the Office of Counsel proof of completion within ten days of completion of the course;

f. Defendant shall not violate any state or federal laws or any provisions of the Revised Rules of Professional Conduct during the period of the stayed suspension;

g. Defendant shall respond to all State Bar requests for information by the earlier of the deadline stated in the communication or within 30 days, as required by Rule 8.1(b) of the Revised Rules of Professional Conduct;

h. Defendant shall timely comply with all State Bar membership and Continuing Legal Education requirements; and

i. Defendant shall keep the North Carolina State Bar membership department advised of his current home and business street (not P.O. Box) addresses and telephone numbers.

2. If Defendant failed to comply with any one or more of the provisions of Paragraph 1 above at any point during the period of time the suspension is stayed, the stay of the suspension of his law license may be lifted as provided in §.0114(x) of the North Carolina State Bar Discipline and Disability Rules.

3. If the stay granted herein is revoked or the suspension of Defendant's license is activated for any reason, the DHC may enter an order providing for such conditions as it deems appropriate and/or necessary for reinstatement of Defendant's law license. Furthermore, before seeking reinstatement of his license to practice law, Defendant must show by clear, cogent and convincing evidence that he has complied with each of the following conditions:

a. Submitted his license and membership card to the Secretary of the North Carolina State Bar within thirty days after the date of the order suspending his law license;

b. Complied with all provisions of 27 N.C.A.C. 1B § .0124 of the State Bar Discipline and Disability Rules on a timely basis following the order suspending his law license;

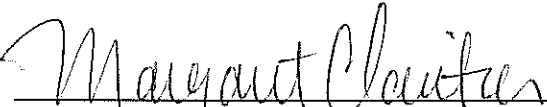
c. Paid all due and owing membership fees, Client Security Fund assessments and costs assessed by the DHC or the State Bar and complied with all continuing legal education requirements imposed by the State Bar.

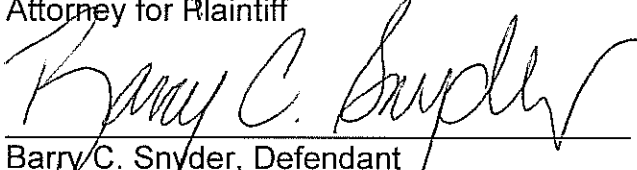
4. Defendant is taxed with the costs of this action as assessed by the Secretary which shall be paid within thirty days of service of the notice of costs upon the Defendant.

Signed by the Chair with the full knowledge and consent of the other members of the Hearing Committee, this 3rd day of June, 2009.

  
DONNA R. RASCOE, CHAIR  
HEARING COMMITTEE

CONSENTED TO:

  
Margaret Cloutier, Deputy Counsel  
Attorney for Plaintiff

  
Barry C. Snyder, Defendant