

NORTH CAROLINA
WAKE COUNTY

BEFORE THE
GRIEVANCE COMMITTEE
OF THE
NORTH CAROLINA STATE BAR
19G0176

IN THE MATTER OF)
)
JONATHAN H. METCALF,) REPRIMAND
ATTORNEY AT LAW)

On October 24, 2019 the Grievance Committee of the North Carolina State Bar met and considered the grievance filed against you by K. G. The grievance was assigned to a Subcommittee, which thoroughly reviewed the results of the State Bar staff's investigation of this matter.

Pursuant to Section .0113(a) of the Discipline and Disability Rules of the North Carolina State Bar, the Grievance Subcommittee conducted a preliminary hearing. After considering the information available to it, including your response to the letter of notice, the Grievance Subcommittee found probable cause. Probable cause is defined in the rules as "reasonable cause to believe that a member of the North Carolina State Bar is guilty of misconduct justifying disciplinary action."

The rules provide that after a finding of probable cause, the Grievance Committee may determine that the filing of a complaint and a hearing before the Disciplinary Hearing Commission are not required, and the Grievance Committee may issue various levels of discipline depending upon the misconduct, the actual or potential injury caused, and any aggravating or mitigating factors. The Grievance Committee may issue an admonition, a reprimand, or a censure to the respondent attorney.

A reprimand is a written form of discipline more serious than an admonition issued in cases in which an attorney has violated one or more provisions of the Rules of Professional Conduct and has caused harm or potential harm to a client, the administration of justice, the profession, or a member of the public, but the misconduct does not require a censure.

The Grievance Committee was of the opinion that a censure is not required in this case and issues this reprimand to you. As chairman of the Grievance Committee of the North Carolina State Bar, it is now my duty to issue this reprimand.

Ms. D. G., a 17-year old student, was a passenger on a school bus that was involved in a minor accident on October 29, 2015. Ms. K.G., Ms. G.'s mother, hired you on December 22, 2015 to pursue a potential claim on behalf of her daughter. You made a claim to the Charlotte school board on behalf of D. G. Metlife, the school board's auto insurer, denied any claims stemming from the accident.

Ms. K. G. stated that you stopped communicating with her or her daughter in early 2016 as she sent numerous emails to you, with no response.

On April 24, 2017, Ms. K. G. complained to you in an email that you were not returning her messages and she wanted an update on her daughter's case. You responded that you were out of the office and that you would update her the next week. A week later, Ms. K. G. again complained that she had not received an update from you. On August 31, 2017, you responded that although the insurance company had denied liability, "[t]his does not let them off the hook." You indicated that your goal was to speak with a school board representative to reach a settlement. You stated that the statute of limitations would not run until October 2018 and that you had a little over a year to "get this case resolved via settlement,..."

Ms. K. G. emailed you on September 4, 2018, complaining that her daughter had been trying to reach you for at least two months without any response. Ms. K. G. also sent a certified letter in September 2018 asking for information about the case and expressing concern about the impending statute of limitations.

On October 24, 2018, Ms. D. G. spoke with a public liaison with the North Carolina State Bar. The public liaison informed Ms. D. G. that she had spoken with you and you indicated that the case was closed. You emailed Ms. D. G. on November 8, 2018 and indicated that there must have been some confusion because you thought you had discussed with Ms. D.G. that the insurance company denied liability and that you tried to settle the case with the school board which denied any wrongdoing.

Ms. K. G. filed a grievance against you. The grievance was mailed to you from the 26th Judicial District Bar Grievance Committee on May 10, 2019. You did not respond promptly and the local investigator wrote you on June 14, 2019 and asked that you submit a response no later than June 28, 2019. On June 28, 2019, you responded that you had notified Ms. D. G. that the insurance company denied the claim. You said that you made Ms. D. G. aware of this situation, and that you communicated with Ms. D. G. as she was over the age of 18.

The local grievance investigator asked for your file and copies of any communications you had with your client. On July 17, 2019, the local investigator emailed you and asked for your file and any communication with your client. On July 24, 2019 the local investigator emailed you, threatening a finding of probable cause respecting failure to respond to a grievance investigation if you didn't comply with his request for information. On August 2, 2019, you sent an email with the accident report and the insurance company's denial letter. You indicated that you believed there were pictures that you were looking for as well. The local investigator responded and asked for your communications and time sheets. You did not respond to that request.

You presented no evidence that you pursued Ms. D.G.'s case after you received the insurance company's denial letter. In fact, there is no evidence that you did anything in Ms. D.G.'s case from December 30, 2015, when you were notified that the insurance company denied liability until August 31, 2017 when you emailed Ms. D. G. and told her that you would speak with the Charlotte school board to reach a settlement. The Grievance Committee found that you neglected Ms. D.G.'s case in violation of Rule 1.3.

You provided no evidence of consistent and substantive communication with Ms. D. G. or Ms. K. G. You claimed that you only spoke with Ms. D. G. after she turned 18 years old, but you produced no proof of regular communications with her. The Grievance Committee found that your failure to communicate adequately with Ms. D.G. or Ms. K.G. violated Rule 1.4(a)(1)(2)(3)(4)(b).

You failed to promptly terminate your representation and did not communicate with Ms. D. G. or Ms. K. G. that you would no longer represent Ms. D.G. until you emailed her in November 2018. When you communicated with Ms. D. G. in November 2018, the statute of limitations had passed. Your failure to timely terminate your representation violated Rule 1.16(d).

You did not respond to the local grievance committee investigator's requests for documents showing your communications with your client and for your entire client file. Your failure to cooperate with the local grievance committee violated Rules 8.1(b) and 8.4(d).

You are hereby reprimanded by the North Carolina State Bar for your professional misconduct. The Grievance Committee trusts that you will heed this reprimand, that it will be remembered by you, that it will be beneficial to you, and that you will never again allow yourself to depart from adherence to the high ethical standards of the legal profession.

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 reprimand by the Grievance Committee, an administrative fee in the amount of \$350.00 is hereby taxed to you.

Done and ordered, this the 20th day of November, 2019.


A. Todd Brown, Sr., Chair
Grievance Committee

ATB/lb