

STATE OF NORTH CAROLINA

WAKE COUNTY



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

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

MARY MARCH EXUM, Attorney,

Defendant

ORDER OF DISCIPLINE

This matter was heard on May 1 and 2, 2017 before a Hearing Panel of the Disciplinary Hearing Commission composed of Fred M. Morelock, Chair, David W. Long, and Warren G. McDonald. Plaintiff was represented by Deputy Counsel Margaret Cloutier. Defendant, Mary March Exum, was represented by Dudley A. Witt and David B. Freedman. Defendant was properly served with process and the matter came before the Hearing Panel with due notice to all parties.

After hearing arguments on Defendant's Motion for Summary Judgment, the Hearing Panel granted partial summary judgment in favor of Defendant, concluding as a matter of law that Defendant did not violate Rule 1.5(d) and Rule 8.4(a) of the Rules of Professional Conduct as alleged in the third claim for relief of the State Bar's Complaint. The remaining violations of the Rules of Professional Conduct as alleged in the complaint proceeded to hearing.

Based upon the pleadings and evidence presented at the hearing, the Hearing Panel hereby finds by clear, cogent, and convincing evidence the following

#### FINDINGS OF FACT

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 North Carolina General Statutes, and the Rules and Regulations of the North Carolina State Bar promulgated thereunder.

2. Defendant, Mary March Exum ("Defendant"), was admitted to the North Carolina State Bar on August 24, 1996, 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.

3. During some or all 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 Asheville, Buncombe County, North Carolina.

4. On or about February 3, 2015 T.D. hired Defendant to pursue a claim against a prepaid credit card company that had allegedly paid out \$8,818.00 of T.D.'s funds to a third party without T.D.'s authorization.

5. T.D. and Defendant agreed that Defendant would receive a fee of \$2,500.00 from the funds recovered.

6. Shortly thereafter Defendant settled T.D.'s matter for \$8,129.67.

7. On March 3, 2015, Defendant deposited the settlement funds of \$8,129.67 into her personal checking account at Wells Fargo Bank. Defendant did not deposit the funds into a trust account.

8. The \$8,129.67 received on behalf of T.D. were entrusted funds.

9. Defendant was entitled to \$2,500.00 of the \$8,129.67 she received for T.D. as her fee.

10. As of March 3, 2015, Defendant should have held \$5,629.67 for T.D.

11. On March 6, 2015, the balance in Defendant's personal checking account was \$5,013.46.

12. On March 9, 2015, Defendant disbursed \$310.65 via a pay service on T.D.'s behalf (\$300.00 to T.D. plus \$10.65 service fee).

13. As of March 9, 2015, Defendant should have held \$5,319.02 for T.D.

14. On March 9, 2015, the balance in Defendant's personal checking account was \$493.98, on March 10 the balance was \$237.08, and on March 11 the balance was \$711.09.

15. On March 12, 2015, Defendant disbursed \$208.65 via a pay service on T.D.'s behalf (\$200.00 to T.D. plus \$8.65 service fee).

16. As of March 12, 2015, Defendant should have held \$5,110.37 for T.D.

17. On March 12, 2015, the balance in Defendant's personal checking account was \$436.46 and on March 13 the balance was \$2.06.

18. Defendant disbursed T.D.'s funds from her personal checking account for her own personal use and benefit.

19. Defendant misappropriated T.D.'s funds for her own personal use and benefit.

20. On or about May 12, 2014, Defendant undertook to represent A.W. for the appeal of a civil judgment that A.W. anticipated would be entered by the court shortly thereafter.

21. Defendant and A.W. entered into a written fee agreement for a \$36,000.00 flat fee, \$25,000.00 of which was due upon signing the fee agreement and \$11,000.00 of which was due upon the filing of a brief with the Court of Appeals.

22. A.W. paid Defendant \$25,000.00 on May 12, 2014. Defendant deposited the funds into her personal account.

23. On or about May 12 or 13, 2014, A.W. informed Defendant that A.W. no longer wanted Defendant to represent her and requested a refund of the \$25,000.00 paid to Defendant.

24. Defendant responded to A.W. by proposing a new fee agreement to reflect conditions for the return of the \$25,000.00.

25. On May 14, 2014, Defendant and A.W. entered into a subsequent written fee agreement that specified that should either A.W. or the opposing party choose not to appeal the court's judgment, then Defendant would return the \$25,000.00 to A.W., minus compensation for hours Defendant spent to that point reviewing the case and meeting with A.W.

26. The subsequent fee agreement entered into between Defendant and A.W. was for a fee paid in advance of legal services to be provided.

27. Until such time as one of the parties decided to appeal the court's judgment and Defendant performed legal services in connection therewith on A.W.'s behalf, Defendant was not entitled to the entire \$25,000.00 paid by A.W. Thus, the \$25,000.00 were entrusted funds.

28. Defendant did not thereafter deposit A.W.'s \$25,000.00 into a trust account.

29. On May 21, 2014, A.W. again terminated Defendant's representation and requested return of the \$25,000.00 that A.W. previously paid to Defendant.

30. Defendant did not promptly return the \$25,000.00 or any portion thereof to A.W. in response to A.W.'s May 21, 2014 request.

31. On May 28, 2014, A.W. again communicated to Defendant that A.W. wished to terminate the representation and again requested return of the \$25,000.00 that A.W. previously paid to Defendant.

32. On or about June 30, 2014, Defendant agreed to return \$25,000.00 to A.W. but admitted to A.W. that Defendant no longer had the \$25,000.00. Defendant presented A.W. with a check for \$25,000.00 post-dated for August 30, 2014.

33. A.W. deposited Defendant's \$25,000.00 check on or about October 9, 2014. The bank returned the check to A.W. noting that there were insufficient funds in Defendant's account to process the check.

34. Defendant has not returned to A.W. the \$25,000.00, or any portion thereof, that A.W. paid to Defendant on May 12, 2014.

35. Defendant disbursed from her personal checking account all or part of the \$25,000.00 in entrusted funds belonging to A.W. for Defendant's own use and benefit.

36. Defendant misappropriated all or part of A.W.'s funds for her own use and benefit.

37. W.P. is an inmate in the custody of the North Carolina Department of Correction (NCDOC). W.P. is elderly and nearly blind.

38. In April 2015, NCDOC assigned a fellow inmate, E.T., to aid W.P. in his day-to-day activities.

39. In early April 2015, E.T. contacted Defendant regarding the possibility of Defendant obtaining a commutation of W.P.'s sentence based on W.P.'s age and infirmities.

40. In response to E.T.'s contact, Defendant wrote a letter to W.P. dated April 14, 2015 in which Defendant stated that based on his age and infirmities a commutation would be successful for W.P. and would allow him to be released for the time which he had already served.

41. W.P. did not respond to Defendant's April 14, 2015 letter.

42. Defendant spoke to a social worker employed by NCDOC about W.P. The social worker informed Defendant that W.P. did not need and did not want help from Defendant.

43. Defendant again wrote a letter to W.P. dated April 24, 2015 stating that she would charge W.P. \$10,000.00 to petition for commutation on his behalf and that she would charge W.P. an additional \$10,000.00 "once we receive a successful result from the petition."

44. Defendant also stated in her April 24, 2015 letter to W.P. that she was enclosing a Power of Attorney (POA) that “will allow me to access your bank accounts so that I can help you transfer the funds for the legal work which I am going to do for you.”

45. Defendant also stated in her April 24, 2015 letter to W.P. that “in order to access [W.P.’s] accounts, [Defendant] will need [W.P.’s] full name, social security number and the details of the accounts.”

46. Defendant enclosed in her April 24, 2015 letter to W.P. a proposed POA that Defendant prepared. By its terms, the proposed POA named Defendant as W.P.’s attorney-in-fact and it specifically authorized Defendant “to access all of [W.P.’s] bank accounts, to withdraw funds from them by wire into an account of her choosing, and to write checks from the accounts.”

47. Defendant did not meet with W.P., did not speak with him in person or by telephone, and took no steps to ascertain whether W.P. was competent to assign his rights in such a manner.

48. On or about May 20, 2015 Defendant agreed to represent D.A.H., an inmate in the custody of the NCDOC, regarding a motion for appropriate relief to be filed in the New Hanover County Superior Court.

50. Defendant and D.A.H. agreed that D.A.H. would pay Defendant a fee of \$30,000.00 to pursue the motion for appropriate relief on behalf of D.A.H.

51. D.A.H. provided Defendant with documentation related to his case.

52. D.A.H. was unable to obtain the funds with which to pay Defendant’s fee.

53. Defendant communicated with both D.A.H. and, with D.A.H.’s permission, D.A.H.’s girlfriend C.H.

54. On or about August 24, 2015, C.H. notified Defendant, on D.A.H.’s instruction, that D.A.H. no longer wished Defendant to represent him and requested return of his file materials.

55. Defendant replied to C.H. that Defendant had expended \$79.40 on D.A.H.’s behalf and that she would return the materials after she received reimbursement.

56. R.J. was injured in an automobile accident.

57. Dr. T.L. treated R.J. for his injuries.

58. R.J. sought the representation of an attorney to recover damages from the alleged at-fault driver.

59. Dr. T.L. perfected a lien against any settlement funds obtained on R.J.'s behalf pursuant to N.C. Gen Stat. §44-49, *et seq.*

60. In or about May 2013, R.J. engaged Defendant to take over representation regarding his claim. Defendant received a copy of Dr. T.L.'s lien from R.J.'s original attorney.

61. R.J. and Defendant agreed that Defendant would receive a fee based on a percentage of the recovery, known as a contingent fee, but did not reduce the agreement to writing.

62. In or about June 2013, Defendant settled R.J.'s claim and deposited the settlement check into her trust account on June 25, 2013.

63. On June 28, 2013, at R.J.'s instruction Defendant gave R.J. a check for the entire settlement amount.

64. Defendant did not pay Dr. T.L. from the settlement funds pursuant to the lien.

65. Dr. T.L. sued R.J. and Defendant in Small Claims Court and obtained judgment against R.J. and Defendant.

Based on the foregoing Findings of Fact, the Hearing Panel enters the following:

#### CONCLUSIONS OF LAW

1. All the parties are properly before the Hearing Panel and the panel has jurisdiction over Defendant, Mary March Exum, and over the subject matter.

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 Rules of Professional Conduct in effect at the time of the actions as follows:

- (a) by depositing T.D.'s funds in her personal checking account rather than in a trust account, Defendant failed to identify, hold, and maintain entrusted funds separate from the property of the lawyer in violation of Rule 1.15-2(a), and failed to promptly deposit entrusted funds into either a general trust account or a dedicated trust account in violation of Rule 1.15-2(b);
- (b) by disbursing funds belonging to T.D. from her personal checking account for her personal use and benefit, Defendant failed to properly maintain entrusted funds in violation of Rule 1.15-2(a), obtained personal benefit from entrusted funds in violation of Rule 1.15-2(j), failed to properly disburse entrusted funds in violation of Rule 1.15-2(m), engaged in criminal conduct (embezzlement) reflecting adversely on her honesty, trustworthiness or fitness as a lawyer in

violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

- (c) by failing to return the unearned portion of the \$25,000.00 in entrusted funds received from A.W., Defendant charged or collected an excessive fee in violation of Rule 1.5(a), and failed to take steps to the extent reasonably practicable to protect a client's interests in violation of Rule 1.16(d);
- (d) by disbursing funds belonging to A.W. from her personal checking account for her personal use and benefit, Defendant obtained personal benefit from entrusted funds in violation of Rule 1.15-2(j), engaged in criminal conduct (embezzlement) reflecting adversely on her honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b), and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);
- (e) by contacting W.P. after receiving no response from her initial contact and after being told by the social worker that W.P. did not need or want Defendant's help, Defendant solicited professional employment from a potential client by written, recorded or electronic communication where the target of the solicitation made known to the lawyer a desire not to be solicited by the lawyer in violation of Rule 7.3(b)(1);
- (f) by stating to W.P. in her correspondence that a commutation would be successful for W.P., would allow him to be released for the time which he had already served, and that another \$10,000.00 is due "once we receive a successful result from the petition," Defendant made a false or misleading communication about her or her services in violation of Rule 7.1(a);
- (g) by providing a Power of Attorney to W.P. for his signature without first ascertaining whether W.P. wanted or needed the Power of Attorney and/or the representation, Defendant failed to promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required in violation of Rule 1.4(a)(1), 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(b);
- (h) by telling D.A.H. that she would not return his file materials until after receiving reimbursement for the expenses she incurred, Defendant failed to take steps upon termination of the representation to the extent reasonably practicable to protect a client's interests in violation of Rule 1.16(d);
- (i) by entering into a contingent fee with R.J. without reducing the agreement to writing, Defendant charged a contingent fee that was not in writing and signed by the client in violation of Rule 1.5(c); and

- (j) by disbursing the full amount of the settlement to R.J. at his instruction rather than disbursing the appropriate portion of R.J.'s settlement proceeds to Dr. T.L. as required by N.C. Gen. Stat. §44-49, *et seq.*, Defendant used or pledged entrusted property to obtain credit or other personal benefit for one other than the legal or beneficial owner of that property in violation of Rule 1.15-2(j), and failed to consult with her client about any relevant limitation on the lawyer's conduct when the lawyer knew that the client expected assistance not permitted by the Rules of Professional Conduct or other law in violation of Rule 1.4(a)(5).

Based on the forgoing Findings of Fact, Conclusions of Law, and the evidence presented at the hearing, the Hearing Panel hereby finds by clear, cogent and convincing evidence the following:

#### FINDINGS OF FACT REGARDING DISCIPLINE

1. Defendant has no prior professional discipline.
2. Although Defendant was obligated to deposit A.W.'s \$25,000.00 into a trust account, Defendant believed that the first fee agreement allowed her to deposit he funds into her personal account and spend the funds.
3. During the time of these events, Defendant was involved in a program in India that promised large returns for large investments. Defendant's father, a former Chief Justice of the North Carolina Supreme Court, testified that Defendant informed him about the program, and though he initially believed the program was a worthy investment, he came to understand that the program was not legitimate. Defendant's father discussed his concerns with Defendant and urged her to abandon the program, but Defendant would not heed his advice. Defendant invested large amounts of her own funds in the program, often to her detriment.
4. Defendant genuinely believed in the program and her compulsion to raise investment funds overwhelmed her judgment and good sense. Defendant used the funds belonging to A.W. and T.D. to invest in the program.
5. Defendant assured the Hearing Panel that she no longer participates in the program.
6. D.H. was unable to consult or hire another attorney because Defendant would not return the file documents he needed to provide to another attorney for review.
7. T.D. was deprived the use of his funds for several months. On June 12, 2015, the same date that the State Bar contacted Defendant about T.D.'s funds, Defendant opened an account for T.D.'s benefit, into which she deposited \$5,000.00 several days later. That account was subsequently frozen pursuant to a preliminary injunction entered by the Wake County Superior Court. The State Bar requested the Court to release the funds to T.D. T.D. finally received his funds in August 2015.

8. A.W. was deprived of the use of her funds until February 2016, when the Client Security Fund of the North Carolina State Bar reimbursed \$25,000.00 to A.W.

9. T.D., D.H., and W.P. were incarcerated during their interactions with Defendant. T.D. and D.H. therefore lacked the ability and resources to seek the protection of the courts in order to recover their funds and file materials. W.P. suffered from physical limitations and it was difficult for him to protect from other inmates the correspondence he received from Defendant, which included a blank power of attorney. These circumstances made T.D., D.H. and W.P. particularly vulnerable in their interactions with Defendant.

10. Dr. T.L. was deprived of her funds and had to resort to a lawsuit against Defendant and R.J. in an attempt to collect the funds due. Dr. T.L. obtained a judgment against Defendant for \$3,787.00 but Defendant has not paid it.

11. Because of their experiences with Defendant, A.W., T.D., and D.H. no longer trust attorneys to act in their best interests.

12. Plaintiff took Defendant's deposition on January 5, 2017 but Defendant refused to answer all questions and left the deposition before it was completed. Plaintiff had to seek an order to compel Defendant's attendance at a rescheduled deposition.

13. When the State Bar contacted Defendant on June 12, 2015 regarding T.D.'s funds, Defendant told the State Bar that she had deposited T.D.'s entrusted funds into a trust account. This was untrue. Defendant made no effort to correct her statement until July 31, 2015.

Based on the Findings of Facts and Conclusions of Law above and the additional Findings of Fact Regarding Discipline, the Hearing Panel makes the following:

#### CONCLUSIONS REGARDING DISCIPLINE

1. The Hearing Panel has carefully considered all of the different forms of discipline available to it. In addition, the Hearing Panel has considered all of the factors enumerated in 27 N.C.A.C. 1B § .0114(w)(1) of the Rules and Regulations of the North Carolina State Bar and concludes that the following factors are present:

- (a) Intent of the Defendant to commit acts where the harm or potential harm is foreseeable;
- (b) Circumstances reflecting the Defendant's lack of honesty, trustworthiness, or integrity;
- (c) Elevation of Defendant's own interests above those of the clients;
- (d) Negative impact of Defendant's actions on client's or public's perception of the profession;

- (e) Negative impact of Defendant's actions on the administration of justice;
- (f) Impairment of the clients' ability to achieve the goals of the representation;
- (g) Effect of Defendant's conduct on third parties; and
- (h) Acts of dishonesty, misrepresentation, deceit or fabrication.

2. The Hearing Panel has considered all of the factors enumerated in 27 N.C.A.C. 1B § .0114(w)(2) of the Rules and Regulations of the North Carolina State Bar and concludes that the following factors are present:

- (a) Acts of dishonesty, misrepresentation, deceit or fabrication;
- (b) Impulsive acts of dishonesty, misrepresentation, deceit or fabrication without timely remedial efforts;
- (c) Misappropriation or conversion of assets of any kind to which Defendant or recipient is not entitled; and
- (d) Commission of a felony.

3. The Hearing Panel has considered all of the factors enumerated in 27 N.C.A.C. 1B § .0114(w)(3) of the Rules and Regulations of the North Carolina State Bar and concludes the following factors are applicable in this matter:

- (a) Absence of prior disciplinary offenses;
- (b) Dishonest or selfish motive;
- (c) Indifference to making restitution;
- (d) Pattern of misconduct;
- (e) Multiple offenses;
- (f) Bad faith obstruction of the disciplinary process by intentionally failing to comply with rules or orders of the disciplinary agency;
- (g) Refusal to acknowledge wrongful nature of conduct;
- (h) Lack of remorse;
- (i) Vulnerability of victims; and

- (j) Degree of experience in the practice of law as Defendant has practiced since 1996.

4. The Hearing Panel has considered lesser alternatives and finds that a public censure, reprimand, or admonition, would not be sufficient discipline because of the gravity of the harm to Defendant's clients, and the potential significant harm Defendant's conduct caused to the public, the administration of justice, and the legal profession.

5. The Hearing Panel has determined that, although factors exist that might warrant disbarment under other circumstances, under the specific circumstances of this case disbarment is not necessary for the protection of the public, the profession and the administration of justice.

6. The Hearing Panel finds that suspension would adequately protect the public, the profession and the administration of justice in this instance.

Based upon the foregoing facts, findings and conclusions, the Hearing Panel hereby enters the following

#### ORDER OF DISCIPLINE

1. The law license of Defendant, Mary March Exum, is hereby suspended for five years, effective thirty days after service of this Order upon Defendant.

2. Defendant is taxed with the administrative fees and costs (including deposition costs) of this action as assessed by the Secretary, which Defendant shall pay within thirty days of service of the notice of costs upon Defendant at her address of record.

3. Defendant shall surrender her law license and membership card to the Secretary of the North Carolina State Bar no later than thirty days following service of this Order upon Defendant.

4. Within thirty days of the entry of this Order, Defendant shall reimburse the North Carolina State Bar Client Security Fund \$25,000.00 for its payment of A.W.'s claim and shall pay \$3,787.00 to Dr. T.L.

5. Within ninety days after the effective date of this order, Defendant shall make arrangements with the Lawyer Assistance Program (LAP) to undergo an evaluation. Defendant shall comply with the evaluator's recommendations for counseling and treatment. Defendant shall ensure that each provider from whom she receives any recommended treatment during the period of active suspension generates a written report to the State Bar setting forth: (i) a description of Defendant's participation in and compliance with treatment, and (ii) the clinician's recommendations, if any, regarding ongoing treatment. The reports shall be provided to the Office of Counsel prior to or at the time Defendant files any petition for stay or reinstatement. Prior to or at the

time of filing any petition for reinstatement or stay, Defendant shall provide written releases to the North Carolina State Bar Office of Counsel, authorizing all clinicians from whom she received any recommended treatment during the period of active suspension to communicate with the Office of Counsel and to release to the Office of Counsel records relating to her treatment;

6. In addition to the twelve hours of Continuing Legal Education (CLE) required by the membership rules, each year of the suspension Defendant shall take an additional three hours of CLE on the topic of law practice management.

7. Defendant shall comply with all provisions of §.0124 of the North Carolina State Bar Discipline & Disability Rules.

8. Within ten days of the effective date of this Order, Defendant shall provide the State Bar with an address and telephone number at which clients seeking return of files can communicate with Defendant and obtain such files, and Defendant shall promptly return all files to clients upon request. Defendant shall promptly refund any unearned or excessive fees due clients in accordance with Rule 1.5 of the Rules of Professional Conduct.

9. After the completion of two years of active suspension of her law license, Defendant may apply for a stay of the remainder of the suspension upon filing of a petition with the DHC at least thirty days before any proposed effective date of the stay and demonstrating by clear, cogent and convincing evidence the following:

- (a) Defendant properly surrendered her law license and membership card as provided in paragraph 3 of this Order;
- (b) Defendant has complied with the general provisions for reinstatement listed in 27 N.C. Admin. Code 1B § .0125 of the North Carolina State Bar Discipline & Disability Rules;
- (c) Defendant has complied with the reimbursement requirements contained in paragraph 4 of this Order;
- (d) Defendant has obtained an assessment, has ensured the clinician has provided a report to the State Bar, and has provided the appropriate release(s) as required in paragraph 5 of this Order, and has complied with all recommendations of the evaluator, any treating clinician and LAP;
- (e) Defendant has paid the costs of this proceeding as assessed by the Secretary of the North Carolina State Bar within thirty days of notice of the costs being served on Defendant at her address of record;
- (f) Defendant has completed the CLE requirements as set forth in paragraph 6 of this Order;
- (g) Defendant has arranged for an active member of the North Carolina State Bar to serve as her law practice monitor. Defendant's practice monitor shall be an attorney in good standing who practices law in Defendant's judicial district and who has been approved by the Office of Counsel. The

monitor shall agree to supervise all client matters and to ensure that Defendant handles all client matters in a timely fashion, including promptly responding to her clients, promptly responding to notices from the clerk of court, properly handling entrusted funds, and diligently pursuing her clients' matters. The monitor shall agree to meet monthly with Defendant and to submit written quarterly reports of this supervision to the Office of Counsel, such reports due on the following dates as they occur during the stay of this suspension: January 30, April 30, July 30, and October 30. Defendant must make the arrangements for this monitoring attorney and supply the Office of Counsel with a letter from the monitoring attorney confirming his or her agreement to perform the duties listed above with her petition for stay;

- (h) Defendant has kept the North Carolina State Bar Membership Department advised of her current business and home addresses (not P.O. box) and notified the Bar of any change in address within ten days of such change;
- (i) Defendant has responded to all communications from the State Bar within thirty days of receipt or by the deadline stated in the communication, whichever is sooner;
- (j) Defendant is current in payment of all Membership dues, fees, and costs, including all Client Security Fund assessments and other charges or surcharges the State Bar is authorized to collect from her, and including all judicial district dues, fees and assessments;
- (k) There is no deficit in Defendant's completion of CLE hours, in reporting such hours or in payment of any fees associated with attendance at CLE programs;
- (l) Defendant has not violated the Rules of Professional Conduct or the laws of the United States or any state or local government during her suspension; and
- (m) Defendant properly wound down her law practice and complied with the requirements of 27 N.C.A.C. 1B§.0124, the North Carolina State Bar Discipline and Disability Rules.

10. If Defendant successfully seeks a stay of suspension of her law license, such stay will continue in force only as long as Defendant complies with the following conditions:

- (a) Defendant continues to comply with any treatment or other follow-up recommended by LAP or any treatment provider. Defendant shall provide a written release to the North Carolina State Bar Office of Counsel, authorizing all providers from whom she is receiving any ongoing treatment to communicate with the Office of Counsel and to release to the Office of Counsel records relating to her compliance with treatment recommendations. Defendant shall not revoke these releases during the period of the stay;

- (b) Defendant shall ensure that all providers from whom she is receiving any ongoing treatment send a quarterly written report to the State Bar confirming that she is complying with treatment recommendations. The reports shall be due each January 30, April 30, July 30, and October 30 during the stayed suspension;
- (c) In addition to the twelve hours of CLE required by the membership rules, each year of the suspension Defendant shall take an additional three hours of CLE on the topic of law practice management. Defendant shall ensure that there is no deficit in Defendant's completion of CLE hours, in reporting of such hours, or in payment of any fees associated with attendance at CLE programs;
- (d) Defendant shall meet once a month with her monitoring attorney, report the status of all current client matters to the monitor, cooperate with the monitoring attorney, and provide any information the monitoring attorney deems reasonably necessary to ensure that Defendant is properly and timely handling all client matters. The monitor will submit written quarterly reports of this supervision to the Office of Counsel, such reports due on the following dates as they occur during the stay of this suspension: January 30, April 30, July 30, and October 30. Defendant bears the responsibility of ensuring the monitoring attorney sends a written report each quarter to the Office of Counsel as described above. This monitoring will occur for the duration of the stay of this suspension. Defendant will pay the cost, if any, charged by the monitor for this supervision;
- (e) Defendant shall cooperate with the Office of Counsel and make appropriate arrangements for an alternate monitoring attorney if needed during the stay of this suspension;
- (f) Defendant shall remain current in payment of all Membership dues, fees and costs, including all Client Security Fund assessments and other charges or surcharges that the State Bar is authorized to collect from her, to include all judicial district dues, fees and assessments;
- (g) Defendant shall respond to all communications from the North Carolina State Bar, including communications from the Attorney Client Assistance Program, within thirty days of receipt or by the deadline stated in the communication, whichever is sooner, and shall participate in good faith in the State Bar's fee dispute resolution process for any petition of which she receives notice;
- (h) Defendant shall promptly accept service of all certified mail from the State Bar that is sent to her;
- (i) Defendant shall not violate the Rules of Professional Conduct or the laws of the United States or of any state or local government during the stayed suspension; and

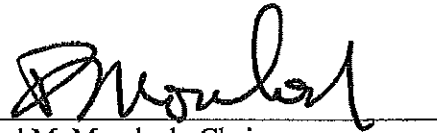
(j) Defendant shall keep the State Bar Membership Department advised of her current business and home addresses. Defendant shall notify the State Bar of any change in address within ten days of such change. Her current business address must be a street address, not a P.O. Box or drawer.

11. If Defendant fails to comply with any of the conditions of the stayed suspension provided in paragraph 10(a) through (j) above, the stay of the suspension may be lifted as provided in § .0114(x) of the North Carolina State Bar Discipline and Disability Rules.

12. If Defendant does not seek or fails to obtain a stay of the active portion of her suspension, or if some part of the suspension is stayed and thereafter the stay is lifted/revoked, Defendant must comply with the requirements of paragraphs 9(a) through (m) above before being reinstated to the practice of law.

Signed by the Chair with the consent of the other Hearing Panel members, this the

7<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2017.



Fred M. Morelock, Chair  
Disciplinary Hearing Panel