

STATE OF NORTH CAROLINA
WAKE COUNTY

BEFORE
THE DISCIPLINARY HEARING COMMISSION
OF
THE NORTH CAROLINA STATE BAR
24 DHC 9

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

JONATHAN H. METCALF, Attorney,

Defendant

ORDER
OF
DISBARMENT

This matter came before the undersigned Chair of The Disciplinary Hearing Commission pursuant to 27 N.C. Admin. Code 1B.0121(d) upon an affidavit of surrender of license executed by Defendant, Jonathan H. Metcalf, on 16 August 2024, and filed in the offices of the North Carolina State Bar on 19 August 2024.

Based upon the pleadings and the record, the undersigned makes 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 General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar promulgated thereunder.
2. Defendant, Jonathan H. Metcalf, 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.
3. On 26 April 2024, the State Bar filed a Complaint against Metcalf alleging, among other things, that Metcalf embezzled entrusted funds. The State Bar's Complaint is incorporated by reference herein.
4. The conduct set out in the State Bar's Complaint constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2).
5. Metcalf has indicated his consent to disbarment by filing an affidavit of surrender with the Disciplinary Hearing Commission. The affidavit meets all requirements set forth in 27 N.C. Admin. Code 1B.0121(a)(1), (2), (3), (4) and (d).

Based upon the foregoing Findings of Fact, the undersigned makes the following

CONCLUSIONS OF LAW

1. 27 N.C. Admin. Code 1B.0108(a)(6) provides that the Chair of the Disciplinary Hearing Commission has the power and duty to enter orders disbarring members by consent.
2. Metcalf's affidavit meets all requirements set forth in 27 N.C. Admin. Code 1B.0121(a)(1), (2), (3), (4) and (d) and the facts upon which the affidavit is predicated warrant Metcalf's disbarment.
3. Metcalf has admitted that the material facts and allegations upon which the State Bar's Complaint, incorporated herein by reference, is predicated are true. The Chair finds that the misconduct alleged in the Complaint has been established.

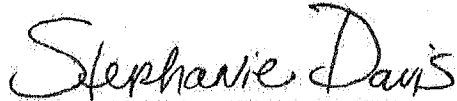
Based upon the foregoing Findings of Fact and Conclusions of Law, the undersigned Chair of the Disciplinary Hearing Commission enters the following

ORDER

1. The surrender of the license of Defendant, Jonathan H. Metcalf, is hereby accepted.
2. Jonathan H. Metcalf is DISBARRED from the practice of law in North Carolina effective upon entry of this Order.
3. Metcalf shall comply with the provisions of 27 N.C. Admin. Code 1B.0128 of the State Bar Discipline and Disability Rules and shall surrender his law license and permanent membership card to the Secretary of the North Carolina State Bar along with the affidavit required by 27 N.C. Admin. Code 1B.0128(d) of the State Bar Discipline and Disability Rules.
4. The administrative fees and costs of this action are taxed against Metcalf.
5. Within ten days of the date of this Order, Metcalf shall provide the State Bar with an address and telephone number at which clients seeking return of files can communicate with Metcalf and obtain such files. Metcalf shall promptly return all file materials to his clients upon request.
6. Metcalf may complete any legal matters which were pending on the date of this Order which can be completed within 45 days. Metcalf has 45 days from the date of this Order in which to comply with all of the duties set out in 27 N.C. Admin. Code 1B.0128.
7. If Metcalf fails to fully comply with 27 N.C. Admin. Code 1B.0128, he shall reimburse the State Bar for all expenditures made by the State Bar to protect the interests of Metcalf's clients. Such expenditures may include, but are not limited to, storage facility fees, rent payments, moving expenses, charges for secure disposal of client files, postage or other mailing expenses, and compensation paid to a court-appointed trustee and/or the trustee's assistant for time and travel associated with the trusteeship. The State Bar shall send an invoice for such

expenditures to Metcalf at his last known address of record with the North Carolina State Bar upon entry of an Order discharging the trustee which Metcalf shall pay within thirty days of the date the State Bar mailed the invoice.

This the 21st day of August, 2024.



Stephanie Davis, Chair
Disciplinary Hearing Commission

STATE OF NORTH CAROLINA

WAKE COUNTY

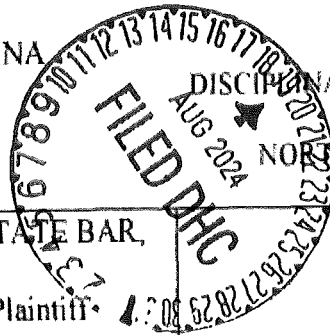
THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

JONATHAN H. METCALF, Attorney,

Defendant



BEFORE THE DISCIPLINARY HEARING COMMISSION OF THE NORTH CAROLINA STATE BAR 24 DHC 9

AFFIDAVIT OF SURRENDER OF LAW LICENSE

JONATHAN H. METCALF, being first duly sworn, deposes and says as follows

- 1. I desire to resign and hereby tender my license to practice law in North Carolina.
2. My resignation is freely and voluntarily rendered. It is not the result of coercion or duress. I am fully aware of the implications of submitting my resignation and have had the opportunity to consult with counsel.
3. I am aware that there is pending a complaint against me before the Disciplinary Hearing Commission, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
4. I acknowledge that the material facts alleged in the complaint are true.
5. I am submitting my resignation because I know that I could not successfully defend against these disciplinary charges.

This the 16 day of August 2024.

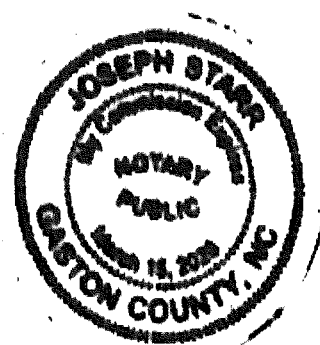
[Signature]

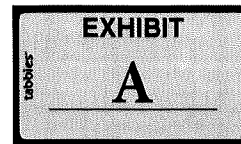
Jonathan H. Metcalf

I, Joseph Starr, Notary Public of the County of Gaston, State of North Carolina, certify that Jonathan H. Metcalf personally appeared before me this day, was sworn, attested that the foregoing Affidavit is true and accurate of his own personal knowledge, and executed the foregoing Affidavit

This the 16 day of August 2024.

[Signature]
Notary Public
My Commission Expires: 03-15-2028





STATE OF NORTH CAROLINA
WAKE COUNTY



BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
24 DHC 9

THE NORTH CAROLINA STATE BAR,
Plaintiff

v.

JONATHAN H. METCALF, Attorney,
Defendant

COMPLAINT

Plaintiff, complaining of Defendant, alleges and says:

1. Plaintiff, the North Carolina 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, Jonathan H. Metcalf, was admitted to the North Carolina State Bar on March 29, 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 actively engaged in the practice of law in the State of North Carolina and maintained a law office in Charlotte, Mecklenburg County, North Carolina.

FIRST CLAIM FOR RELIEF

4. Paragraphs 1 through 3 are re-alleged and incorporated herein.

Representation of Client J.C.

5. In November 2016, J.C. was involved in a car accident. Soon thereafter, J.C. hired Defendant to pursue a personal injury claim on her behalf.

6. Throughout the course of the representation, Defendant failed to timely respond to many of J.C.'s reasonable requests for information about her case.

7. J.C. became dissatisfied with Defendant's lack of communication and his handling of her personal injury case.

8. In a November 2019 email to Defendant, J.C. terminated Defendant's representation, advised him that she hired new counsel, and requested a copy of her client file.

9. Defendant did not provide J.C. with a copy of her client file.

10. In December 2019, J.C.'s new counsel sent Defendant a letter via certified mail, asking Defendant to provide a complete copy of J.C.'s client file within fourteen days of receipt of the letter.

11. Defendant did not respond to the December 2019 letter and did not provide a copy of J.C.'s client file.

12. In January 2020, J.C.'s new counsel sent Defendant another letter, via FedEx Express, asking Defendant to provide a complete copy of J.C.'s client file within fourteen days of receipt of the letter.

13. Defendant did not respond to the January 2020 letter and did not provide a copy of J.C.'s client file.

Failure to Respond to the State Bar

14. Based in part upon the information referenced in paragraphs 6 through 13 above, the State Bar opened a grievance file against Defendant, file number 20G0784.

15. On December 3, 2020, the State Bar sent a Letter of Notice for grievance file number 20G0784 via certified mail to Defendant's address of record with the State Bar Membership Department: 841 Baxter Street, Suite 116, Charlotte, N.C. 28205.

16. The Letter of Notice informed Defendant of the allegations against him and instructed him to provide a signed, written response that included a full and fair disclosure of all facts and circumstances surrounding the alleged misconduct, and to provide such written response within fifteen days of service of the Letter of Notice upon him.

17. United States Postal Service ("USPS") records indicate that the Letter of Notice was delivered on December 7, 2020, to Defendant's address of record with the State Bar Membership Department.

18. Defendant did not respond to the Letter of Notice in grievance file number 20G0784 within fifteen days of service.

19. On February 5, 2021, the State Bar mailed a past-due letter to Defendant's address of record with the State Bar Membership Department and sent the same letter to Defendant's email address on file with the State Bar Membership Department. The past-due letter instructed Defendant to provide his written response to the Letter of Notice no later than February 19, 2021.

20. Defendant did not provide a written response by February 19, 2021.

21. On February 9, 2021, in connection with another legal matter, Defendant provided the State Bar Office of Counsel with a second mailing address: 834 Dudley Drive, Charlotte, N.C. 28205.

22. On March 19, 2021, the State Bar sent a second past-due letter to Defendant at 834 Dudley Drive, Charlotte, N.C. 28205 via certified mail, and to Defendant's email address on file with the State Bar Membership Department. The past-due letter instructed Defendant to provide his written response no later than April 2, 2021.

23. USPS records reflect that delivery of the second past-due letter was attempted on March 23, 2021; however, because no authorized recipient was available, USPS left a notice for Defendant to reschedule delivery of the letter. On May 3, 2021, the second past-due letter was deemed unclaimed and was returned to the State Bar.

24. Defendant never responded to the Letter of Notice in grievance file number 20G0784.

THEREFORE, Plaintiff alleges that the foregoing actions constitute grounds for discipline as follows:

- A. 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 his conduct:
- 1) By failing to timely respond to many of J.C.'s reasonable requests for information about her case, Defendant failed to promptly comply with his client's reasonable requests for information in violation of Rule 1.4(a)(4);
 - 2) By failing to provide the client file to J.C. upon termination of the representation and failing to provide the client file to J.C. or J.C.'s new counsel upon their requests for the client file, Defendant failed to take reasonably practicable steps necessary to protect a client's interests upon termination of the representation in violation of Rule 1.16(d); and
 - 3) By failing to respond to the Letter of Notice in grievance file number 20G0784, Defendant knowingly failed to respond to a lawful demand for information from a disciplinary authority in connection with a disciplinary matter in violation of Rule 8.1(b).
- B. Pursuant to N.C. Gen. Stat. § 84-28(b)(3) for failure to answer a formal inquiry issued by the North Carolina State Bar in a disciplinary matter.

SECOND CLAIM FOR RELIEF

25. Paragraphs 1 through 3 are re-alleged and incorporated herein.

26. During all or part of the relevant periods referred to herein, Defendant maintained an attorney trust account at First National Bank of Pennsylvania, account number ending in 9960 (“trust account”).

27. In February 2018, E.M. hired Defendant to represent her in a personal injury matter resulting from a March 2017 car accident.

28. Defendant’s representation agreement with E.M. provided that Defendant’s attorney’s fees would be calculated on a contingency fee basis.

29. Pursuant to the terms of the representation agreement, Defendant would receive 20% of the total funds recovered by settlement, and 40% of total funds recovered if a complaint needed to be filed or if the matter went to trial.

30. The at-fault driver involved in E.M.’s car accident maintained an auto insurance policy with USAA Casualty Insurance Company (“USAA”).

31. By letter dated January 3, 2019, Defendant demanded \$30,000.00 from USAA to settle E.M.’s claim.

32. On April 29, 2019, E.M. asked Defendant about the status of her claim. Defendant advised E.M. that USAA’s most recent settlement offer was for \$12,000.00, and that Defendant would follow up with USAA.

33. On or about May 10, 2019, Defendant entered into an agreement with USAA to settle E.M.’s claim for \$15,000.00.

34. Pursuant to their contingent fee agreement, Defendant was entitled to no more than \$3,000.00 in fees; 20% of the \$15,000.00 settlement.

35. Defendant entered into this agreement without E.M.’s knowledge or consent.

36. On or about May 10, 2019, USAA sent the following items to Defendant: a letter confirming E.M.’s claim resolution; (“settlement letter”) a check for \$15,000.00 made payable to E.M. and the Metcalf Law Firm (“settlement check”); and a “Release of All Claims Agreement” (“Release”).

37. Defendant did not tell E.M. that he received the settlement letter, the settlement check, or the Release.

38. On or about May 20, 2019, the \$15,000.00 settlement check was deposited into Defendant’s trust account.

39. Defendant did not inform E.M. that the settlement check was deposited into his trust account.

40. Defendant settled E.M.’s claim without E.M.’s knowledge or consent.

41. Defendant never informed E.M. that he settled the personal injury matter.
42. During repeated communications with E.M. between June and August 2019, Defendant repeatedly failed to inform E.M. that he had settled her case.
43. On June 3, 2019, Defendant advised E.M. that USAA's settlement offer was "currently at" \$15,000.00.
44. On June 10, 2019, Defendant instructed E.M. to call him in approximately two weeks for an update on the settlement.
45. On or about June 26, 2019, Defendant advised E.M. that she could get more money if she waited to settle.
46. On June 27, 2019, Defendant told E.M. that he "could set a deadline or something like that for you if you want."
47. On July 22, 2019, Defendant advised E.M. that things were going "great" and that he would call her later in the week with an update.
48. E.M. gave Defendant a deadline of August 15, 2019 to "get things finalized." E.M. also asked Defendant about a deadline to settle, but Defendant did not respond.
49. On August 15, 2019, Defendant contacted E.M. to discuss a strategy for pursuing her claim.
50. Defendant's statements and conduct set out in paragraphs 43 through 49 were misrepresentations, in that Defendant implied that the personal injury matter had not been settled and that settlement negotiations and efforts to resolve E.M.'s claim were still ongoing.
51. At the time Defendant made the misrepresentations set out in paragraphs 43 through 49, he knew that he had already settled E.M.'s personal injury claim.
52. On June 24, 2019, Defendant's paralegal provided E.M. with an electronic copy of her client file. The file did not contain copies of the USAA settlement resolution letter, the release, or the settlement check.
53. On August 16, 2019, E.M. terminated Defendant's representation of her based on her dissatisfaction with Defendant's legal services.
54. Several days later, E.M. discovered that Defendant settled her case on May 10, 2019, without her consent.
55. Between August and December 2019, E.M. repeatedly contacted Defendant about the May 2019 settlement of her case, but Defendant failed to respond.

56. Defendant failed to appropriately disburse the \$15,000.00 in entrusted funds that he received on behalf of E.M. Instead, Defendant disbursed E.M.'s settlement proceeds as follows:

- a. Defendant disbursed to himself a total of \$8,950.00, despite being entitled to no more than \$3,000.00.
- b. Defendant disbursed to Michael Metcalf a total of \$1,000.00 to which he was not entitled.
- c. Defendant disbursed to his landlord, D.H, a total of \$2,000.00 to which he was not entitled.
- d. Defendant disbursed to Uptown Legal Service a total of \$450.00 to which it was not entitled.
- e. Defendant disbursed to client O.H. a total of \$2,600.00 to which she was not entitled.

57. Defendant knew he was not entitled to \$5,950.00 of the \$8,950.00 that he disbursed to himself.

58. Defendant knew that Michael Metcalf was not entitled to any portion of the entrusted funds that he received on E.M.'s behalf.

59. Defendant knew that D.H. was not entitled to any portion of the entrusted funds that he received on E.M.'s behalf.

60. Defendant knew that Uptown Legal Service was not entitled to any portion of the entrusted funds that he received on E.M.'s behalf.

61. Defendant knew that O.H. was not entitled to any portion of the entrusted funds that he received on E.M.'s behalf.

62. Defendant made the disbursements of E.M.'s entrusted funds described in paragraph 56 without E.M.'s knowledge or authorization.

63. Defendant fraudulently, knowingly and willfully embezzled, misapplied and converted to his own use at least \$5,950.00 of money belonging to E.M.

64. Defendant fraudulently, knowingly and willfully embezzled, misapplied and converted to the use of third parties \$6,050.00 of money belonging to E.M.

65. Pursuant to N.C. Gen. Stat. § 14-90, it is a Class H felony in North Carolina for a fiduciary to embezzle or fraudulently or knowingly and willfully misapply or convert to his own use any money that belongs to another person which has come into the fiduciary's possession or is being held under his care.

66. Defendant did not inform the State Bar's Trust Account Compliance Counsel that E.M.'s settlement funds had been misappropriated or misapplied.

67. When disbursing E.M.'s funds from the trust account, Defendant failed to ensure that all checks or other items drawn on his trust account identified E.M. as the client from whose balance each item was drawn.

68. Defendant failed to inform E.M. that he disbursed the entire \$15,000.00 in settlement funds that he received on her behalf.

69. Defendant failed to provide E.M. with a written accounting of his receipts and disbursements of her entrusted funds.

70. Defendant did not pay E.M. the money to which she was entitled until February 2021, and only after the State Bar filed for a preliminary injunction to enjoin Defendant from handling entrusted funds.

Failure to Respond to the State Bar

71. Based in part upon the information referenced in paragraphs 26 through 69 above, the State Bar opened a grievance file against Defendant, file number 20G0389.

72. On August 6, 2020, the State Bar sent a Letter of Notice for grievance file number 20G0389 via certified mail to Defendant's address of record with the State Bar Membership Department. The State Bar also sent a copy of the Letter of Notice to the mailing address listed on Defendant's DMV record: 6622 Harrison Road, Charlotte, NC 28270.

73. In the Letter of Notice, Defendant was instructed to provide a full and fair disclosure of all facts pertaining to the alleged misconduct and to produce various documents relating to Defendant's representation of E.M. and to Defendant's trust account.

74. USPS records indicate that the Letter of Notice could not be delivered to Defendant at his address of record with the State Bar Membership Department; however, USPS records indicate that the Letter of Notice was delivered on August 8, 2020, to the mailing address listed on Defendant's DMV record.

75. The State Bar also emailed a copy of the Letter of Notice to Defendant at his email address on file with the State Bar Membership Department.

76. Defendant did not respond to the Letter of Notice in file number 20G0389, nor did he produce any of the documents requested by the State Bar in the Letter of Notice.

77. On February 1, 2021, the State Bar filed a Motion for Temporary Restraining Order and Petition for Preliminary Injunction ("Motion") in *The North Carolina State Bar v. Jonathan H. Metcalf*, Wake County Superior Court file number 21 CVS 1466.

78. The Motion, which sought an order enjoining Defendant from handling entrusted funds, contained allegations related to Defendant's mishandling of E.M.'s settlement funds. It also alleged that Defendant failed to respond to the Letter of Notice in file number 20G0389.

79. Defendant received and did not contest the State Bar's Motion, instead consenting to an Order of Preliminary Injunction.

80. Defendant did not, however, respond to the Letter of Notice in file number 20G0389 or produce the documents requested by the State Bar in connection with its investigation.

THEREFORE, Plaintiff alleges that the foregoing actions constitute grounds for discipline as follows:

- A. 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 his conduct:
- 1) By settling E.M.'s claim without her knowledge or consent, Defendant failed to abide by his client's decision whether to settle a matter in violation of Rule 1.2(a), failed to promptly inform his client of a decision or circumstance with respect to which her informed consent was required in violation of Rule 1.4(a)(1), failed to keep his client reasonably informed about the status of the matter in violation of Rule 1.4(a)(3), and engaged in conduct that is prejudicial to the administration of justice in violation of Rule 8.4(d);
 - 2) By choosing not to notify E.M. that he (a) entered into an agreement to settle the personal injury matter, choosing not to inform E.M. that her case had been settled without her knowledge or consent, (b) had received the settlement letter, the settlement check and the Release from USAA, and (c) had received and disbursed \$15,000.00 in entrusted funds belonging to E.M., Defendant failed to reasonably consult with the client about the means by which her objectives were to be accomplished in violation of Rule 1.4(a)(2), failed to keep the client reasonably informed about the status of the matter in violation of Rule 1.4(a)(3), 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), and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation reflecting adversely on his fitness as a lawyer in violation of Rule 8.4(c);
 - 3) By collecting \$15,000.00 in settlement funds on behalf of E.M. and disbursing to himself more of those funds than he was entitled to under their representation agreement, Defendant collected a clearly excessive fee in violation of Rule 1.5(a);
 - 4) By failing to ensure that all checks or other items drawn on his trust account identified E.M. as the client from whose balance each item was drawn when disbursing E.M.'s funds, Defendant failed to maintain records showing the identifying information of the client from whose balance each item was drawn in violation of Rule 1.15-3(b)(2);

- 5) By disbursing E.M.'s funds to himself and to others who were not entitled to E.M.'s entrusted funds without E.M.'s authorization rather than disbursing the funds to E.M., Defendant failed to properly maintain and disburse entrusted funds in violation of Rule 1.15-2(a), used or pledged entrusted property to obtain credit or other personal benefit for the lawyer or any person other than the legal or beneficial owner of that property in violation of Rule 1.15-2(l)¹, and failed to promptly pay or deliver to his client, or to third persons as directed by his client, any entrusted property belonging to his client and to which his client was currently entitled in violation of Rule 1.15-2(n);
- 6) By fraudulently, knowingly and willfully embezzling, misapplying and converting to his own use at least \$5,950.00 of money belonging to E.M., Defendant committed the crime of Embezzlement in violation of N.C. Gen. Stat. § 14-90, thereby committing a criminal act that reflects adversely on his honesty, trustworthiness, or fitness as a lawyer in violation of Rule 8.4(b), engaged in conduct involving dishonesty, fraud, deceit or misrepresentation that reflects adversely on his fitness as a lawyer in violation of Rule 8.4(c), and intentionally prejudiced or damaged his client during the course of the professional relationship in violation of Rule 8.4(g);
- 7) By failing to inform the State Bar's Trust Account Compliance Counsel that E.M.'s entrusted funds had been misapplied and/or misappropriated, Defendant failed to promptly inform the Trust Account Compliance Counsel that entrusted property had been misappropriated or misapplied in violation of Rule 1.15-2(p);
- 8) By failing to provide E.M. with a written accounting of all receipts and disbursements of her funds in the trust account upon the complete disbursement of her funds from the trust account, Defendant failed to provide a required accounting to his client in violation of Rule 1.15-3(f)²;
- 9) By misrepresenting to E.M. that the personal injury matter had not been settled and that settlement negotiations and efforts to resolve E.M.'s claim were still ongoing, after Defendant had already settled the personal injury matter and received \$15,000.00 in settlement funds on E.M.'s behalf, Defendant engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c), and intentionally prejudiced or damaged his client during the course of the professional relationship in violation of Rule 8.4(g);
- 10) By failing to provide E.M. with a complete copy of her client file upon termination of the representation and by failing to respond to her inquiries between August and December 2019, Defendant failed to take steps to the extent reasonably practicable to protect a client's interests upon termination of the representation in violation of Rule 1.16(d); and
- 11) By failing to respond to the Letter of Notice in file number 20G0389 and failing to provide documentation requested by the State Bar in the same Letter of Notice,

¹ Previously Rule 1.15-2(k).

² Previously Rule 1.15-3(e).

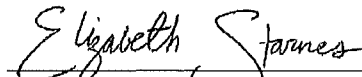
Defendant knowingly failed to respond to a lawful demand for information from a disciplinary authority in connection with a disciplinary matter in violation of Rule 8.1(b).

B. Pursuant to N.C. Gen. Stat. § 84-28(b)(3), for failure to answer a formal inquiry issued by the North Carolina State Bar in a disciplinary matter.

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 is the 26th day of April, 2024.



Elizabeth F. Starnes, Deputy Counsel
Bar No. 54825
Attorney for Plaintiff
The North Carolina State Bar
P.O. Box 25908
Raleigh, NC 27611-5908
919-828-4620
estarnes@ncbar.gov

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



Kevin G. Williams, Chair
Grievance Committee