

STATE OF NORTH CAROLINA  
WAKE COUNTY

BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
24 DHC 6

THE NORTH CAROLINA STATE BAR,  
Plaintiff

v.

LAURA E. NIEDOSIK, Attorney,  
Defendant

CONSENT ORDER OF  
DISCIPLINE

This matter was considered by a Hearing Panel of the Disciplinary Hearing Commission (“DHC”) composed of James A. Davis, Chair, and members, Joshua O. Harper and Tywana D. Frazier, pursuant to North Carolina Administrative Code, Title 27, Chapter 1, Subchapter B, § .0115(i). Plaintiff was represented by Barry S. McNeill, Deputy Counsel for the North Carolina State Bar (“Plaintiff” or “State Bar”). Defendant, Laura E. Nidosik (“Defendant” or “Nidosik”), appeared *pro se*. Both Plaintiff and Defendant stipulate and agree to the findings of fact and conclusions of law recited in this Consent Order of Discipline and to the discipline imposed. Defendant has freely and voluntarily stipulated to the findings of fact and consents to the conclusions of law and entry of the order of discipline. Defendant freely and voluntarily waives any and all right to appeal the entry of this Consent Order of Discipline.

Based upon the pleadings in this matter, the parties’ stipulations of fact, and with the consent of the parties, the Hearing Panel 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 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, Laura E. Nidosik (“Defendant”), was admitted to the North Carolina State Bar on August 27, 2010, 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 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 Jefferson, Ashe County, North Carolina.

4. From September 2018 to present day, Defendant owns and operates Nidosik Law, PLLC, a solo practice firm in Jefferson, Ashe County, North Carolina

5. Defendant maintained an attorney trust account at Skyline National Bank ("Skyline National"), account number ending in the digits 2600.

6. On April 21, 2022, Defendant's firm conducted a residential real estate closing for property located at 255 Scenic Mountain Road, Sparta, North Carolina 28675 ("the property").

7. Defendant represented both the buyer, M.F. and the sellers, Dr. and Mrs. J.L.

8. Dr. J.L. had a current mortgage on the property, from online lending firm Mr. Cooper ("Mr. Cooper").

9. Mr. Cooper received Dr. J.L.'s mortgage payments through a JP Morgan Chase account ending in -2010.

10. Dr. J.L. was represented by real estate agent L.E., whose real email address at the time was *lori@ashecountyrealestate.com*.

11. C.R. was Defendant's real estate closing paralegal at the time and was supervised by Defendant.

12. C.R. had paralegal responsibility for the closing involving the property.

13. The closing for the property was scheduled to occur on April 21, 2022.

14. Defendant and her staff, including C.R., previously had conducted real estate closings involving payoffs of mortgages to Mr. Cooper, and were familiar with the legitimate wiring instructions for payoffs to Mr. Cooper, including the previously utilized account number and routing number for Mr. Cooper's payoffs.

15. In these previously utilized Mr. Cooper account numbers, the legitimate Mr. Cooper accounts began with numbers 4629000.

16. On April 19, 2022, C.R. requested and received via facsimile a verified payoff statement ("payoff") from Mr. Cooper for Dr. J.L.'s existing mortgage.

17. C.R. saved the hard copy of the payoff from Mr. Cooper to the property closing file for use in the closing for the property.

18. The payoff statement from Mr. Cooper dictated, as had the past payoffs involving Mr. Cooper, that the payoff disbursement funds in the amount of \$177,592.20 should be wired to Mr. Cooper's JP Morgan Chase account beginning with numbers 4629000 and in this instance ending in -2010.

19. Mr. Cooper was listed as the beneficiary's name on the Mr. Cooper payoff.

20. The payoff from Mr. Cooper indicated that the payoff in the amount of \$177,592.20 was good through April 29, 2022.

21. On April 20, 2022, 11:31 a.m., Defendant received an email from a fraudster posing as L.E., via email address *maindeskofficeEsq@protonmail.com*.

22. This fraudulent email requested a copy of the mortgage payoff for Dr. J.L.

23. Defendant did not take notice of the discrepancy in the email address for the sender, L.E., though Defendant was familiar with L.E.'s real email address.

24. Defendant did not take notice of grammatical errors in the 11:31 a.m. email.

25. Defendant did not become suspicious of receiving a request for a payoff statement on the day before the scheduled closing date.

26. At 11:54 a.m., Defendant forwarded the 11:31 a.m. email to C.R., her closing paralegal, and replied to the email, "working on this."

27. At 12:05 p.m., C.R. forwarded to the real L.E. the 11:31 a.m. original email, with the legitimate Mr. Cooper mortgage payoff statement attached and copied Defendant on the email correspondence.

28. C.R. sent the legitimate Mr. Cooper payoff to the real L.E. via an unencrypted email.

29. Defendant was aware that C.R. had forwarded the legitimate Mr. Cooper payoff to L.E. via an unencrypted email.

30. At 12:06 p.m., Defendant responded to C.R.'s forwarded email to L.E. and asked, "This payoff was already on the HUD. Is there something else you needed?"

31. L.E. did not reply to Defendant's 12:06 p.m. email correspondence.

32. Defendant did not become suspicious of L.E.'s failure to reply to her 12:06 p.m. inquiry.

33. At 1:17 p.m. the fraudster posing as L.E. emailed Defendant directly again, requesting she provide a copy of the payoff, writing, "Hi Laura [sic] Kindly email over a copy once received ASAP."

34. Defendant responded to the 1:17 p.m. email, informing the fraudster posing as L.E. that C.R. had already forwarded the Mr. Cooper payoff, "Cindy sent you the payoff for the mortgage. If that is not what you needed, please let me know."

35. Defendant did not become suspicious of the 1:17 p.m. email, knowing that C.R. had already forwarded the Mr. Cooper payoff statement to L.E.

36. At 1:56 p.m. the fraudster posing as L.E. emailed Defendant and C.R. to inform them that Mr. Cooper had provided an updated payoff ("the fraudulent payoff").

37. The fraudster stated in the 1:56 p.m. email, "It has been brought to our notice that updated payoff has been faxed to you by lender. Kindly work with this updated copy most especially because of the interest rates and dates. Please advise when it comes in and email over updated payoff alongside revised seller's HUD asap."

38. Defendant did not take notice of grammatical errors in the 1:56 p.m. email and did not become suspicious of receiving the updated payoff immediately prior to the closing date.

39. Defendant's office received the facsimile of the fraudulent payoff statement at 1:52 p.m. on April 20, 2022.

40. C.R. reviewed the fraudulent payoff.

41. Contrary to the representation in the 1:56 p.m. email from the fraudster posing as L.E., the interest rate and dates did not change.

42. The fraudulent payoff contained wiring instructions to a JP Morgan Chase account beginning in 77182 and ending in -9113, not to Mr. Cooper's legitimate JP Morgan Chase account beginning in 4629000 as had the past legitimate payoffs involving Mr. Cooper.

43. The fraudulent payoff statement listed the beneficiary's name on the account as "Edward Langenfield D.B.A. Mr. Cooper", not "Mr. Cooper" as had the past payoffs involving Mr. Cooper.

44. The fraudulent payoff included an erroneous payoff amount of \$177,584.20 (when added correctly, the fraudulent payoff should have totaled \$177,593.20, not \$177,584.20).

45. The fraudulent payoff listed a different telephone and facsimile number for Mr. Cooper than had the past Mr. Cooper payoff statements.

46. The fraudulent payoff facsimile transmission listed a “From Jonathan Bailie” as the origin of the facsimile.

47. C.R. did not become suspicious of or bring to Defendant’s attention the misrepresentation in the 1:56 p.m. email about the change in the interest rate and dates, the disparities in the Mr. Cooper account number, beneficiary name, error in the total payoff amount, disparities in the telephone and facsimile number, or origin name of the facsimile.

48. C.R.’s failure to notice basic details that should have caused her to become suspicious of the email communications and the fraudulent payoff show improper training and supervision of C.R. by Defendant her supervisor.

49. On April 21, 2022, 12:01 p.m., C.R. emailed the outgoing wire request to the firm’s bank, Skyline National, and copied Defendant on the request.

50. C.R. requested the \$177,584.20 payoff be sent to the fraudulent JP Morgan Chase account ending in -9113 (“the payoff wire”) per the instructions on the fraudulent payoff.

51. Neither Defendant nor C.R. contacted Mr. Cooper via an independently known email or phone number to confirm the payoff instructions prior to initiating the wiring of the payoff funds.

52. Defendant did not review the fraudulent payoff prior to authorizing the wire.

53. At 12:04 p.m., the fraudster emailed Defendant and C.R. to confirm the payoff had been sent.

54. Defendant responded to the fraudster and confirmed the payoff had been requested.

55. At 12:08 p.m., the fraudster requested that Defendant provide a copy of the wire confirmation.

56. C.R. responded and informed the fraudster that Skyline National had not yet called to confirm the wire.

57. At 2:05 p.m., C.R. informed the fraudster that the wiring of the entrusted funds had been confirmed.

Based on the consent of the parties and the foregoing stipulated Findings of Fact, the Hearing Panel enters the following:

#### **CONCLUSIONS OF LAW**

1. All parties are properly before the Hearing Panel and the Panel has jurisdiction over Defendant and the subject matter of this proceeding.

2. Defendant's conduct, as set out in the stipulated Findings of Fact above, constitutes grounds for discipline 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 the conduct as follows:

- (a) By failing to authenticate the authenticity of the fraudulent payoff prior to initiating the disbursement of entrusted funds pursuant to the fraudulent payoff, Defendant failed to utilize reasonable security measures to protect her client's entrusted funds in violation of rule 1.15-2, and,
- (b) By failing to adequately train her paralegal in wire fraud detection and prevention, Defendant failed to adequately supervise staff in violation of rule 5.3.

Upon the consent and stipulation of the parties, the Hearing Panel also finds the following:

**ADDITIONAL FINDINGS REGARDING DISCIPLINE**

- 1. The findings of fact in paragraphs 1 – 57 above are reincorporated as if set forth herein.
- 2. At the time of this incident in April of 2022, Defendant had been in the practice of law for approximately 12 years.
- 3. Defendant is only licensed to practice law in the State of North Carolina and has not incurred prior professional discipline in North Carolina.
- 4. Defendant was ultimately responsible for properly disbursing the payoff funds to Mr. Cooper from her firm's trust account.
- 5. Defendant was ultimately responsible for properly supervising her staff, including paralegal C.E.
- 6. Defendant replenished the stolen payoff funds through a loan from her parents and made Mr. Cooper whole by disbursing the appropriate amount of funds to Mr. Cooper.
- 7. Though Defendant has previously rejected the discipline imposed by the Grievance Committee in this matter, she has been cooperative and forthcoming during the State Bar's investigation.

Based on the Findings of Fact 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, including admonition, reprimand, censure, suspension, and disbarment, in considering the appropriate discipline to impose in this case.

2. In addition, the hearing panel has considered all of the factors enumerated in 27 N.C. Admin. Code 1B § .0116(f)(3) of the Rules and Regulations of the North Carolina State Bar and finds the following factors are applicable in this matter:

- (A) Absence of prior disciplinary offenses in this state or any other jurisdiction in 12 years of legal practice;
- (C) Absence of dishonest motive;
- (D) Timely good faith efforts to make restitution;
- (F) Defendant engaged in multiple offenses; and,
- (S) Degree of experience in the practice of law.

3. The hearing panel has carefully considered all of the factors enumerated in 27 N.C. Admin. Code 1B § .0116(f)(1) of the Rules and Regulations of the North Carolina State Bar and finds the following factors warrant consideration of suspension of Defendant's license:

- (E) Defendant's actions had a potential negative impact on the public's perception of the legal profession.

4. The hearing panel has also carefully considered all of the factors enumerated in 27 N.C. Admin. Code 1B § .0116(f)(2) of the Rules and Regulations of the North Carolina State Bar, does not find any factors warranting consideration of disbarment, and concludes that disbarment is not necessary in order to protect the public.

5. The hearing panel has considered all other forms of discipline available and concludes, for the following reasons, that any sanction less than Reprimand would fail to acknowledge the seriousness of the offenses committed by Defendant, would not adequately protect the public, and would send the wrong message to attorneys and the public regarding the conduct expected of members of the Bar.

- a. The factors under 27 N.C.A.C. 1B §.0116(f)(1) and (f)(3) that are established by the evidence are of a nature that support imposition of Reprimand as the appropriate discipline;
- b. Entry of less serious discipline would fail to acknowledge the seriousness of the offenses Defendant committed and would send

the wrong message to attorneys and the public regarding the conduct expected of members of the Bar in this State; and,

- c. A Reprimand will assure Defendant's progress and compliance with professional norms.
- 6. Defendant should be taxed with the administrative fees and costs of this action.

Based upon the foregoing Findings of Fact and Conclusions of Law and the Additional Findings of Fact and Conclusions Regarding Discipline, and based upon the consent of the parties, the Hearing Panel enters the following:

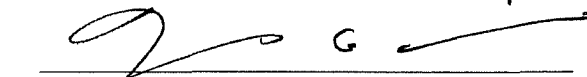
**ORDER OF DISCIPLINE**

1. The Defendant, Laura E. Nidosik, is hereby Reprimanded. This Order will be effective immediately upon service of this Order upon Defendant.

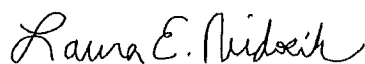
2. Defendant is taxed with the administrative fees and costs of this action as assessed by the Secretary, which shall be paid within thirty (30) days of service of the notice of costs upon Defendant, or as may be extended by the panel for good cause shown by Defendant.

Signed by the undersigned Hearing Panel Chair with the consent of the other Hearing Panel members.

This the 15<sup>th</sup> day of July, 2024.

  
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James A. Davis, Chair  
Disciplinary Hearing Panel

Agreed and consented to by:



\_\_\_\_\_  
Laura E. Nidosik  
Defendant *pro se*



\_\_\_\_\_  
Barry S. McNeill  
Deputy Counsel  
The North Carolina State Bar