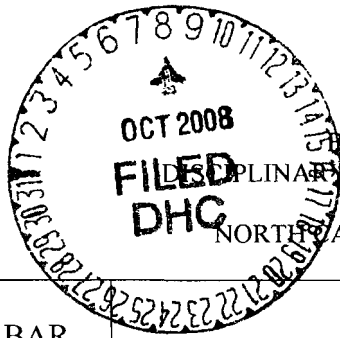


STATE OF NORTH CAROLINA

WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
08 DHC 11

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

CHARLES L. ALSTON, JR., Attorney,

Defendant

FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
ORDER OF DISCIPLINE

THIS MATTER was heard on September 19, 2008 before the Hearing Committee of the Disciplinary Hearing Commission composed of the Chair, F. Lane Williamson, and members Robert F. Siler and Joe Castro. Jennifer A. Porter and Brian P.D. Oten represented Plaintiff, the North Carolina State Bar. Defendant, Charles L. Alston, Jr., did not appear and was not represented. Based upon the pleadings and the admissions considered pursuant to 27 N.C. Admin. Code Chapter 1, Subchapter B, § .0114(f), the Hearing Committee 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 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, Charles L. Alston, Jr. (hereinafter "Alston" or "Defendant"), was admitted to the North Carolina State Bar in 1993, 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 Revised Rules of Professional Conduct.

3. During all or part of the relevant periods referred to herein, Alston was engaged in the practice of law in the State of North Carolina and maintained a law office in Charlotte, Mecklenburg County, North Carolina.

4. The Complaint in this action was filed on April 25, 2008.

5. Defendant was served with the Summons and Complaint on May 1, 2008.

6. Defendant failed to file an answer or any responsive pleading by the deadline established by Rule 4 of the North Carolina Rules of Civil Procedure and 27 N.C. Admin. Code 1B § .0114(e).

7. Upon Plaintiff's motion, default was entered against Defendant by the Secretary of the State Bar on June 16, 2008.

8. Plaintiff filed a Motion for Default Judgment on June 16, 2008 and certified service of the Motion for Default Judgment on that date by depositing a copy of the same in the U.S. Mail in a postage prepaid envelope addressed to Defendant's current address.

9. Plaintiff's motion was granted and Default Judgment was filed on July 7, 2008.

10. The Default Judgment incorrectly listed as panel members for this case "T. Richard Kane and H. Dale Almond." Chairman Williamson affirmed on the record at the September 19<sup>th</sup>, 2008 hearing that he consulted with the correct panel members assigned to this matter prior to granting Default Judgment against Alston.

11. Additionally, the Default Judgment incorrectly stated Alston was licensed to practice law in North Carolina in 1970. As stated above, Alston was actually licensed to practice law in North Carolina in 1993.

12. Alston was properly served with process, a hearing in this matter was set, and the matter came before the hearing committee with due notice to all parties.

13. The Default Judgment entered findings of fact and conclusions of law and reserved as the sole issue for hearing what discipline, if any, should be imposed. The remaining findings of fact in this order recite the findings of fact found by Default Judgment.

14. In or around March 2005, Marcus Greene ("Greene") retained Alston to represent him in a personal injury claim resulting from a car accident.

15. In or around March 2007, Alston contacted Greene by telephone and informed him that his case had been settled, and that Alston would contact Greene again when Greene could pick up his check.

16. Alston never contacted Greene after their March 2007 conversation.

17. Greene attempted to call Alston, but Alston would not return Greene's telephone calls.

18. Greene drove from his home in Atlanta, Georgia to Alston's office in Charlotte to personally request his settlement check. Alston was not present when Greene arrived, and after Greene's arrival, Alston's staff closed the office and left without notifying Greene.

19. Alston never delivered Greene's settlement check to Greene.

20. On or about 10 September 2007, Greene filed a grievance against Alston with the State Bar. This grievance was assigned file number 07G1016.

21. On or about 29 October 2007, the State Bar sent a Letter of Notice in file number 07G1016 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

22. On or about 28 November 2007, a State Bar investigator, Walt Harlow ("Harlow"), located Alston and personally served Alston with the Letter of Notice in file number 07G1016.

23. The Letter of Notice in file number 07G1016 required Alston to respond within fifteen days of receipt of the Letter. Alston did not respond to the Letter of Notice within the required timeframe or thereafter.

24. On or about 28 November 2007, Harlow personally served Alston with a Subpoena for Cause Audit, requiring Alston to appear at the offices of the State Bar on 6 December 2007 and produce for inspection, copying and audit by the State Bar all records relating to Alston's handling of client funds during the years 2005, 2006, and through 28 November 2007.

25. Alston did not appear at the State Bar on 6 December 2007 as required by the Subpoena for Cause Audit.

26. In or around December 2007 and January 2008, the State Bar obtained bank records of Alston's trust account at RBC Centura ending in the digits 9888 ("trust account") from RBC Centura.

27. On or about 12 January 2007 Alston deposited \$4,000.00 into his trust account on behalf of Alston's client Patricia Garcia ("P. Garcia"). The \$4,000.00 was from Zurich American Insurance Company and constituted payment in settlement of P. Garcia's personal injury claim.

28. Alston disbursed \$1,000.00 by check #1218 on or about January 22, 2007 to his assistant, Luz Sierra ("Sierra"). P. Garcia's name is listed in the memo line of the check. Upon information and belief, the \$1,000.00 check to Sierra was Alston's attorney fee in the matter. After disbursement of the \$1,000.00, \$3,000.00 remained of P. Garcia's settlement funds in Alston's trust account.

29. Alston did not disburse the remaining \$3,000.00 of P. Garcia's funds to P. Garcia or on P. Garcia's behalf.

30. On or about 12 January 2007 Alston deposited \$3,000.00 into his trust account on behalf of Alston's client Jaime Sosa ("Sosa"). The \$3,000.00 was from Zurich American Insurance Company and constituted payment in settlement of Sosa's personal injury claim.

31. Alston disbursed \$900.00 by check #1219 on or about January 22, 2007 to his assistant, Sierra. Sosa's name is listed in the memo line of the check. Upon information and belief, the \$900.00 check to Sierra was Alston's attorney fee in the matter. After disbursement of the \$900.00, \$2,100.00 remained of Sosa's settlement funds in Alston's trust account.

32. Alston did not disburse the remaining \$2,100.00 of Sosa's funds to Sosa or on Sosa's behalf.

33. On or about 28 February 2007 Alston deposited \$8,807.87 into his trust account on behalf of Greene, the client previously referenced in the First Claim for Relief herein.

34. Alston disbursed \$2,906.00 by check #1222 on or about March 5, 2007 to his assistant, Sierra. This amount is 1/3 of \$8,807.87. The \$2,906.00 check to Sierra is labeled as Alston's attorney fee in the matter. After disbursement of his attorney's fee, \$5,901.87 remained of Greene's settlement funds in Alston's trust account.

35. Alston did not disburse the remaining \$5,901.87 of Greene's funds to Greene or on Greene's behalf.

36. During the months of March to August 2007, Alston made a number of disbursements from his trust account to Sierra totaling \$27,020.17. These disbursements are not identified as proper disbursements in any client matter. There were no funds being held in the trust account on Sierra's behalf which would have funded disbursement to her of \$27,020.17 from Alston's trust account.

37. At the conclusion of these misappropriations in or around the end of August 2007, Alston's trust account balance was about \$575.12.

38. On or about 3 August 2007, in the midst of the series of misappropriations described above, Alston deposited \$4,000.00 into his trust account on behalf of his client Mirna Garcia ("M. Garcia"). The \$4,000.00 was from State Farm Mutual Automobile Insurance Company and constituted payment in settlement of M. Garcia's personal injury claim.

39. Alston did not disburse any of the \$4,000.00 to M. Garcia.

40. M. Garcia's funds were misappropriated in the course of the misappropriations described above that left the balance of Alston's trust account at about \$575.00 at the end of August 2007.

41. Alston misappropriated \$3,000.00 of P. Garcia's funds, \$2,100.00 of Sosa's funds, \$5,901.87 of Greene's funds, and \$4,000.00 of M. Garcia's funds in the course of making distributions to Sierra in the amount of \$27,020.17 from his trust account.

42. On or about 14 September 2007, Alston deposited \$9,100.00 into his trust account on behalf of his client Jekemia Griggs ("Griggs"). The \$9,100.00 was from State Farm Mutual Automobile Insurance Company and constituted payment in settlement of Griggs' personal injury claim.

43. Alston disbursed \$2,275.00 in a check made payable to "Cash" on or about September 19, 2007. This amount is 25% of \$9,100.00, which was the agreed upon contingency fee for Alston's representation of Griggs in the personal injury matter.

44. Alston disbursed \$2,329.57 to Griggs on or about September 24, 2007, leaving \$4,495.43 remaining of Griggs' funds in Alston's trust account and a total balance of the trust account of \$5,070.80.

45. Alston did not disburse the remainder of Griggs' funds to Griggs or on Griggs' behalf.

46. During October 2007, Alston made three disbursements from his trust account funds to "Cash" totaling \$4,900.00. These disbursements are not identified as proper disbursements in any client matter.

47. Alston misappropriated \$4,495.43 of Griggs' funds in the course of making these distributions to "Cash" in the amount of \$4,900.00 from his trust account

48. During the months of September and October 2007, Alston wrote a total of four checks from his trust account made payable to "Cash," totaling \$7,175.00.

49. After the cash disbursements, Alston's trust account balance was \$170.55.

50. In or around October 2006, Ana Garcia ("A. Garcia") retained Alston to represent her in a foreclosure matter.

51. Alston agreed to represent A. Garcia, and insisted that A. Garcia give Alston \$7,000.00 in cash to resolve the foreclosure matter with the lender, HSBC Mortgage Services, Inc. ("the lender").

52. In or around October 2006, A. Garcia delivered \$7,000.00 in cash to Alston, through his assistant, to resolve the foreclosure issue.

53. Alston did not pay the \$7,000.00 to the lender to resolve the foreclosure matter for A. Garcia.

54. On or about 1 November 2006, the deed of trust on A. Garcia's house was foreclosed.

55. A. Garcia and her family were evicted from their home on or about 9 January 2007.

56. After the initial consultation in which A. Garcia delivered \$7,000.00 to Alston to resolve the foreclosure matter, A. Garcia attempted to contact Alston on numerous occasions by telephone and personal visits to Alston's office requesting a refund of her money.

57. Alston did not return A. Garcia's telephone calls or respond to A. Garcia's personal visits to his office.

58. Alston did not use the \$7,000.00 A. Garcia gave him to resolve her foreclosure matter as intended, nor did he maintain \$7,000.00 in his trust account on A. Garcia's behalf or return the \$7,000.00 to A. Garcia.

59. On or about 10 May 2007, A. Garcia filed a grievance against Alston with the State Bar. This grievance was assigned file number 07G0513.

60. On or about 6 August 2007, the State Bar sent a Letter of Notice in file number 07G0513 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

61. On or about 29 October 2007, the State Bar sent another Letter of Notice in file number 07G0513 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

62. On or about 28 November 2007, Harlow located Alston and personally served Alston with the Letter of Notice in file number 07G0513.

63. The Letter of Notice in file number 07G0513 required Alston to respond within fifteen days of receipt of the Letter. Alston did not respond to the Letter of Notice within the required timeframe or thereafter.

64. On or about 31 March 2006, Shawn Cowan ("Cowan") retained the Alston Law Firm ("Firm") to represent him in a domestic matter. Cowan paid an advance fee in the amount of \$2,000.00 to the Firm for the representation.

65. Alston did not deposit the \$2,000.00 advance fee into his trust account.

66. On or about 10 July 2006, the Firm identified that \$880.00 worth of legal work had been performed for Cowan by the Firm. The Firm provided Cowan with an accounting showing that \$1,120.00 of Cowan's advance fee remained.

67. From about June 2006 to September 2007, Cowan and his wife Joanne Cowan ("J. Cowan") attempted to contact Alston numerous times by telephone, voicemail messages, email, and mailed letters.

68. Alston never responded to the Cowans' numerous attempts to contact him.

69. Alston did not provide any representation to Cowan or otherwise pursue his case after 10 July 2006.

70. As of October 2007, after the series of improper disbursements described in the Second Claim for Relief herein, the balance of Alston's trust account was \$170.55. Alston did not maintain the \$1,120.00 of the Cowans' retainer in his trust account on their behalf.

71. On or about 1 September 2007, the Cowans sent Alston a letter terminating Alston's representation of Cowan and requesting a refund of the unearned \$1,120.00 of the advanced fee.

72. Alston did not respond to the Cowans' 1 September 2007 letter, nor did Alston refund the remaining balance of Cowan's fee.

73. On or about 11 September 2007, the Cowans filed a Petition for Resolution of Disputed Fee (“fee dispute”) with the North Carolina State Bar. The Cowans’ fee dispute was assigned file number 07FD0478.

74. On or about 12 September 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by the Cowans against him in file number 07FD0478.

75. The letter notifying Alston of the pending fee dispute in file number 07FD0478 was returned to the State Bar marked “unclaimed.”

76. On or about 4 October 2007, the State Bar faxed a copy of the pending fee dispute in file number 07FD0478 to Alston. Alston did not respond to the fee dispute.

77. On or about 17 October 2007, the State Bar opened a grievance against Alston for his failure to participate in the fee dispute process. This grievance was assigned file number 07G1192.

78. On or about 29 October 2007, the State Bar sent a Letter of Notice in file number 07G1192 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked “unclaimed.”

79. On or about 28 November 2007, a State Bar investigator located Alston and personally served Alston with the Letter of Notice in file number 07G1192.

80. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter. Alston did not respond to the Letter of Notice within the required timeframe.

81. Titine N. Harris (“Harris”) retained Alston in 2003 to represent her on charges of driving while license revoked, lack of insurance, and a 2002 driving while impaired charge.

82. Alston agreed to represent Harris for a fee of \$800.00.

83. Harris paid \$200.00 of Alston’s total fee.

84. At their initial meeting when Harris retained Alston, Alston offered to handle any additional tickets for driving while license revoked received during his representation of her at no extra charge.

85. In or around February 2004, Harris received a ticket for driving while license revoked, which she gave to Alston.

86. Alston told Harris he would take care of the February 2004 ticket along with her other charges.

87. In or around March 2004, Alston continued Harris’ first court date and demanded the remaining \$600.00 balance of his fees owed by Harris, which Harris subsequently paid to Alston. Harris’ court date was rescheduled for 21 June 2004.

88. At or around the 21 June 2004 court date, Alston informed Harris that her charges of driving while impaired, driving without insurance, and her first driving while license revoked had been cleared. Alston also advised Harris to avoid further traffic charges for the following year until her February 2004 charge of driving while license revoked was cleared from her record.

89. In or around July 2005, Harris contacted Alston's office and spoke with Alston's legal assistant, Elvia Sierra ("E. Sierra") about the status of her driver's license. E. Sierra told Harris that her driving record was clear and that she could go to the Department of Motor Vehicles ("DMV") and obtain her license.

90. Upon arrival at the DMV, Harris was informed that there was a pending charge of failure to appear in court for her February 2004 driving while license revoked charge.

91. Harris then contacted Alston's office, and E. Sierra told Harris that Alston had no record of Harris' February 2004 driving while license revoked citation and that Harris's failure to appear in court for her February 2004 driving while license revoked charge was not Alston's fault.

92. Between August 2005 and October 2005, Harris made numerous attempts to contact Alston.

93. Alston did not return Harris' phone calls.

94. In or around November 2005, Alston contacted Harris and told her he had her February 2004 driving while license revoked citation on file. Alston also informed Harris that he had scheduled a 28 November 2005 court date for the charge.

95. Harris attempted to contact Alston about her new court date and the status of her February 2004 citation, but Alston did not respond to Harris' phone calls.

96. In or around January 2006, Alston contacted Harris and told her he had scheduled another court date to resolve her February 2004 citation for driving while license revoked. Alston assured Harris that the matter would be cleared up no later than February 2006.

97. In March 2006, Harris attempted to contact Alston to discuss the status of her February 2004 citation, and E. Sierra informed Harris that Alston was in court speaking with the District Attorney about her citation. E. Sierra also informed Harris that the citation would be resolved in a few days.

98. Alston did not resolve Harris' 2004 driving while license revoked charge or her failure to appear charge.

99. In May 2006 Harris filed a grievance against Alston with the Mecklenburg County Bar Grievance Committee. This grievance was assigned file number 0626GR008.

100. File number 0626GR008 was assigned to Mecklenburg County Bar Grievance Committee member Heather Taraska and later re-assigned to Fincher F. Jarrell (“Jarrell”) for investigation.

101. On or about 4 May 2006, the Mecklenburg County Bar sent Alston a copy of the grievance filed against him in file number 0626GR008. Alston was required to respond to the grievance within fifteen days of receipt of the grievance.

102. Alston did not respond within the required timeframe.

103. On or about 11 July 2006, the Mecklenburg County Bar sent Alston a follow-up letter requesting his response to the grievance filed against him in file number 0626GR008 within fifteen days of receipt of the letter.

104. Alston did not respond within the required timeframe.

105. On or about 12 December 2006, Jarrell spoke with Alston on the telephone about the grievance filed against him in file number 0626GR008. Alston asked Jarrell to fax Harris’ complaint against him to his office so he could respond to it. Jarrell faxed Harris’ complaint to Alston that same day.

106. After receiving no response from Alston, Jarrell attempted to contact Alston on several occasions and left messages asking Alston to contact him and respond to the grievance.

107. Alston did not respond to Jarrell’s phone messages.

108. In or around October 2005, Kim Keene (“Keene”) retained the Firm to represent her on post-separation support, equitable distribution, and divorce claims. Keene paid the Firm an advance fee of \$1,500.00 and agreed to a billable hourly rate of \$200.00.

109. On or about 23 May 2006, Keene paid the Firm an additional \$1,500.00 in advance legal fees.

110. Alston did not deposit either of Keene’s advance fees into his trust account.

111. Keene subsequently attempted to contact Alston by telephone for information on her case.

112. Alston did not respond to Keene’s phone calls and messages.

113. On or about 8 July 2006, Keene sent Alston a letter requesting information about the status of her case via certified mail. Alston received this letter on 10 July 2006.

114. Alston did not respond to Keene’s letter.

115. On or about 16 October 2006, Keene filed a Petition for Resolution of Disputed Fee (“fee dispute”) with the North Carolina State Bar. Keene’s fee dispute was assigned file number 06FD0590.

116. On or about 14 December 2006, the State Bar sent Alston by certified mail the pending fee dispute filed by Keene against him in file number 06FD0590. Alston received this letter on 20 December 2006.

117. Alston was required to respond to the fee dispute within ten days of receipt of the letter. He did not respond.

118. On or about 29 January 2007, Don Jones (“Jones”), an investigator with the State Bar, called Alston concerning his failure to respond to Keene’s fee dispute. Alston told the investigator that he would look for the letter detailing the fee dispute and call back if he could not locate the letter.

119. Alston did not call Jones back.

120. On or about 8 February 2007, Jones called Alston again concerning his failure to respond to Keene’s fee dispute. Jones required Alston to respond to the fee dispute by 13 February 2007.

121. Alston did not respond to the fee dispute by 13 February 2007.

122. On or about 16 February 2007, the State Bar opened a grievance against Alston for his failure to participate in the fee dispute process. This grievance was assigned file number 07G0170.

123. On or about 20 February 2007, the State Bar sent a Letter of Notice in file number 07G0170 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked “unclaimed.”

124. On or about 27 March 2007, the State Bar requested the Mecklenburg County Sherriff’s Department personally serve Alston with the Letter of Notice in file number 07G0170.

125. On or about 17 April 2007, the Mecklenburg County Sherriff’s Department personally served Alston with the Letter of Notice in file number 07G0170. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter.

126. Alston did not respond within the required timeframe.

127. On or about 25 July 2007, at Alston’s request, the State Bar faxed and emailed the Letter of Notice in file number 07G0170 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.

128. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.

129. On or after 14 April 2000, Alston was appointed to represent Sammy Bumgarner (“Bumgarner”) in a criminal appellate matter.

130. On or about 4 December 2001, the North Carolina Court of Appeals issued its opinion in *State of North Carolina v. Sammy Bumgarner*, affirming Bumgarner’s conviction.

131. On or after 4 December 2001, Bumgarner learned of the appellate court's decision in his case through a local newspaper.

132. Throughout the course of representation, Alston did not communicate with Bumgarner. Alston also did not inform Bumgarner that his conviction had been upheld by the North Carolina Court of Appeals.

133. On or about 29 February 2007, Bumgarner filed a grievance against Alston with the State Bar. This grievance was assigned file number 07G0221.

134. On or about 27 March 2007, the State Bar requested the Mecklenburg County Sheriff's Department personally serve Alston with the Letter of Notice in file number 07G0221.

135. On or about 17 April 2007, the Mecklenburg County Sheriff's Department personally served Alston with the Letter of Notice in file number 07G0221. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter.

136. Alston did not respond within the required timeframe.

137. On or about 25 July 2007, at Alston's request, the State Bar faxed and emailed the Letter of Notice in file number 07G0221 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.

138. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.

139. In or around July 2006, Charlene Daly ("Daly") retained the Firm to represent her in a post separation support and equitable distribution claim.

140. On or about 16 August 2006 and 11 October 2006, Daly paid Alston \$700.00 and \$200.00, respectively, in legal fees.

141. On or about 28 August 2006, Alston appeared in court on Daly's behalf and voluntarily dismissed Daly's claim for post separation support.

142. On or about 8 September 2006, a pretrial conference was held in Mecklenburg County District Court regarding Daly's equitable distribution claim, case number 06 CVD 2391, before District Court Judge Jane V. Harper.

143. Alston did not appear at the pretrial conference to represent Daly.

144. On or about 4 December 2006, a hearing was held in Mecklenburg County District Court on Daly's equitable distribution claim, case number 06 CVD 2391 before District Court Judge Jane V. Harper.

145. Alston did not appear at the hearing to represent Daly.

146. Daly had to represent herself at the hearing on her equitable distribution claim, and resolved the matter without the assistance of Alston.

147. On or about 15 December 2006, Daly filed a Petition for Resolution of Disputed Fee (“fee dispute”). Daly’s fee dispute was assigned file number 06FD0704.

148. On or about 18 December 2006, the State Bar forwarded Daly’s fee dispute to the Mecklenburg County Bar for resolution.

149. On or about 20 December 2006, the Mecklenburg County Bar notified Alston of the pending fee dispute filed by Daly against him in file number 06FD0704. The Mecklenburg County Bar also assigned an investigator, Mr. Troy Stafford (“Stafford”), to assist in resolution of the fee dispute.

150. On or before 16 May 2007, Stafford sent Alston letters by mail and facsimile. These letters notified Alston of a scheduled mediation between Daly and Alston to be held by Stafford on 16 May 2007 to resolve Daly’s fee dispute.

151. Alston did not respond to Stafford’s letters.

152. On or about 16 May 2007, Daly appeared at the mediation scheduled by Stafford. Alston did not appear at the 16 May 2007 scheduled mediation.

153. On or about 29 May 2007, the Mecklenburg County Bar notified the State Bar that Alston had failed to contact Stafford and failed to participate in the scheduled mediation.

154. On or about 10 July 2007, the State Bar opened a grievance against Alston for his failure to participate in the fee dispute process. This grievance was assigned file number 07G0758.

155. On or about 23 July 2007, the State Bar sent a Letter of Notice in file number 07G0758 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked “unclaimed.”

156. On or about 25 July 2007, at Alston’s request, the State Bar faxed and emailed the Letter of Notice in file number 07G0758 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.

157. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.

158. On or about 29 September 2006, Mary Perry (“Perry”) paid Alston \$1,000.00 to represent her nephew, James R. Ricks (“Ricks”), on an appeal from a conviction of gun-related criminal charges.

159. After Perry paid Alston, Perry attempted to contact Alston by telephone calls and letters.

160. Alston did not respond to Perry’s phone calls or letters.

161. Alston never spoke with Ricks.

162. Alston never appeared on Ricks' behalf or took any action in pursuit of Ricks' appeal.

163. On or about 19 January 2007, Perry filed a Petition for Resolution of Disputed Fee ("fee dispute"). Perry's fee dispute was assigned file number 07FD0034.

164. On or about 19 January 2007, the State Bar forwarded Perry's fee dispute to the Mecklenburg County Bar for resolution.

165. On or about 22 January 2007, the Mecklenburg County Bar notified Alston of the pending fee dispute filed by Perry against him in file number 07FD0034. The Mecklenburg County Bar also assigned Allen C. Smith ("A. Smith"), a member of the Mecklenburg County Bar Fee Dispute Resolution Committee, to assist in resolution of the fee dispute.

166. On or about 8 February 2007, A. Smith for the Mecklenburg County Bar notified Alston by mail and facsimile of a scheduled mediation date of 1 March 2007 to resolve the fee dispute between Perry and Alston.

167. Alston did not respond to A. Smith's notice of scheduled mediation.

168. On or about 1 March 2007, Alston did not appear at the scheduled mediation. On that day, A. Smith's assistant called Alston's office and left a voicemail message regarding the scheduled mediation. Alston did not respond to A. Smith's message on 1 March 2007.

169. On or about 14 March 2007, the Mecklenburg County Bar notified the State Bar that Alston had failed to respond to the investigator assigned to the fee dispute and failed to participate in the scheduled mediation.

170. On or about 22 March 2007, the State Bar opened a grievance against Alston for his failure to participate in the fee dispute process. This grievance was assigned file number 07G0332.

171. On or about 10 April 2007, the State Bar sent a Letter of Notice in file number 07G0332 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

172. On or about 14 May 2007, the State Bar requested the Mecklenburg County Sheriff's Department personally serve Alston with the Letter of Notice in file number 07G0332.

173. On or about 26 June 2007, the Mecklenburg County Sheriff's Department personally served Alston with the Letter of Notice in file number 07G0332. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter.

174. Alston did not respond within the required timeframe.

175. On or about 16 July 2007, the State Bar sent Alston a follow-up letter based on his lack of response to the Letter of Notice in file number 07G0332. The follow-up letter required Alston to respond to the Letter of Notice by 26 July 2007.

176. Alston did not respond to the Letter of Notice by 26 July 2007.
177. On or about 25 July 2007, at Alston's request, the State Bar faxed and emailed the Letter of Notice in file number 07G0332 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.
178. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.
179. On or about 26 July 2006 and 27 July 2006, Jose Juan Soria-Crespo ("Crespo") paid Alston a total of \$10,000.00 to represent him in a criminal matter.
180. After retaining Alston, Crespo called Alston to obtain a status update on his case.
181. Alston did not respond to Crespo's telephone calls.
182. Alston did not send correspondence to Crespo during the course of representation.
183. Alston did not inform Crespo of Crespo's case number, nor did Alston provide Crespo with any discovery or information concerning the charges filed against Crespo.
184. Alston spoke with Crespo only once during the representation, in an attempt to get Crespo to enter into a plea agreement.
185. On or about 14 June 2007, Crespo filed a grievance against Alston with the State Bar. This grievance was assigned file number 07G0636.
186. On or about 9 July 2007, the State Bar sent a Letter of Notice in file number 07G0636 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."
187. On or about 25 July 2007, at Alston's request, the State Bar faxed and emailed the Letter of Notice in file number 07G0636 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.
188. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.
189. On or about 27 May 2004, Kenneth Cowan ("K. Cowan") retained Alston to represent him in a personal injury claim for injuries from a car accident in November 2001.
190. On or about 27 January 2005, K. Cowan sent Alston an email requesting the status of his case. On or about 28 January 2005, Alston sent K. Cowan an email stating Alston would update K. Cowan on the status of his case during the following week.
191. Alston did not contact K. Cowan as stated in his 28 January 2005 email.
192. After he received no communication from Alston, K. Cowan sent Alston emails on or about 21 April 2005, 11 May 2005, and 7 July 2005, requesting a status update on his case and a response from Alston.

193. Alston did not respond to any of K. Cowan's three email messages from April 2005 to July 2005.

194. On or about 5 August 2005, K. Cowan sent a letter to Alston via certified mail requesting an update on the status of his case and information on the possibility of a pretrial settlement conference.

195. Alston eventually contacted K. Cowan on or about 16 November 2005, and told K. Cowan that the proper documents had been filed in his case, but that the Sheriff's Department was taking longer than expected to complete service of the necessary documents.

196. On or about 4 January 2006, K. Cowan checked with the Sheriff's Department and learned that Alston never made a request for service in his case.

197. On or about 23 January 2006, 30 January 2006, and 9 February 2006 K. Cowan called Alston's office, and on or about 30 January 2006 K. Cowan sent Alston another email requesting a status update on his case.

198. Alston did not respond to K. Cowan's phone calls or email message.

199. On or about 14 August 2006, K. Cowan sent Alston another email threatening to file a grievance against Alston with the State Bar if he did not provide documentation evidencing Alston's progress on his case.

200. On or about 14 August 2006, Alston called K. Cowan and assured K. Cowan that his case was going well. K. Cowan and Alston then agreed to speak again in November 2006.

201. On or about 8 November 2006, K. Cowan emailed Alston requesting a status update on his case and a response from Alston.

202. Alston did not respond to K. Cowan's email.

203. On or about 8 December 2006, K. Cowan emailed Alston stating that he would file a grievance with the State Bar if Alston did not communicate with him by 31 December 2006.

204. Alston did not respond to K. Cowan's email.

205. In or around January 2007, K. Cowan called the Mecklenburg County Courthouse and was told that his case had been dismissed without prejudice by the Court on 2 December 2005.

206. Alston never informed K. Cowan that his case had been dismissed on 2 December 2005.

207. Alston did not re-file K. Cowan's case after it was dismissed on 2 December 2005.

208. The statute of limitations on K. Cowan's personal injury claim expired in November 2004. As a result of Alston's failure to serve the complaint and summons resulting in dismissal of K. Cowan's case and Alston's failure to timely re-file the case, K. Cowan lost his ability to pursue his personal injury claim in court.

209. On or about 11 January 2007, K. Cowan filed a grievance against Alston with the State Bar. This grievance was assigned file number 07G0034.

210. On or about 23 January 2007, the State Bar sent a Letter of Notice in file number 07G0034 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

211. On or about 22 February 2007, the State Bar sent another Letter of Notice in file number 07G0034 to Alston via certified mail. Alston received this Letter of Notice on 2 March 2007.

212. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter. Alston did not respond to the Letter of Notice within the required timeframe.

213. On or about 20 March 2007, the State Bar sent a follow-up letter to Alston regarding his failure to respond to the Letter of Notice in file number 07G0034. The follow-up letter required Alston to respond to the Letter of Notice by 30 March 2007.

214. Alston did not respond to the Letter of Notice by 30 March 2007.

215. On or about 25 July 2007, at Alston's request, the State Bar faxed and emailed the Letter of Notice in file number 07G0034 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.

216. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.

217. In or around September 2005, German A. Millon ("Millon") retained Alston to represent him in a criminal matter. Millon paid Alston \$4,000.00 for the representation.

218. In or around February 2006, Alston negotiated two separate plea agreements on Millon's behalf. Millon agreed to the terms of the first plea agreement, but subsequently reneged on his agreement during his scheduled court date. Millon then agreed to the terms of the second plea agreement, but again reneged on his agreement during his next scheduled court appearance.

219. After the second plea agreement failed, Alston withdrew from representing Millon.

220. On or about 29 March 2006, Millon filed a grievance against Alston with the State Bar. This grievance was assigned file number 06G0374.

221. On or about 22 June 2006, the State Bar sent a Letter of Notice in file number 06G0374 to Alston via certified mail. Alston received this Letter of Notice on 26 June 2006.

222. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter. Alston did not respond to the Letter of Notice within the required timeframe.

223. On or about 12 September 2006, the State Bar sent a follow-up letter to Alston regarding his failure to respond to the Letter of Notice in file number 06G0374. The follow-up letter required Alston to respond to the Letter of Notice by 27 September 2006.

224. Alston did not respond to the Letter of Notice by 27 September 2006.

225. On or about 4 October 2006, Alston submitted a response to the Letter of Notice in file number 06G0374.

226. On or about 3 November 2006, the State Bar sent Alston a letter requiring Alston to respond in more detail to the Letter of Notice in file number 06G0374, as his original 4 October 2006 response did not sufficiently address the allegations in the Letter of Notice. This letter required Alston to respond by 14 November 2006.

227. Alston did not respond to the State Bar's request for additional information by 14 November 2006 or thereafter.

228. On or about 26 May 2006, Ramon Cisneros ("Cisneros") retained Alston to represent his brother, Juan Manuel Cisneros ("Juan Cisneros") on criminal charges. Cisneros paid Alston \$1,500.00 for the representation.

229. Throughout the representation, Cisneros and Juan Cisneros attempted to contact Alston by telephone and attempted to make appointments to meet with Alston.

230. Alston did not respond to Cisneros' or Juan Cisneros' telephone calls and did not meet with them.

231. After accepting payment for legal services from Cisneros, Alston did not communicate with Cisneros or Juan Cisneros.

232. Alston did not appear at Juan Cisneros' court dates.

233. On or about 5 October 2006, Cisneros filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. Cisneros's fee dispute was assigned file number 06FD0577.

234. On or about 5 October 2006, the State Bar sent Alston notice by certified mail of the pending fee dispute filed by Cisneros against him in file number 06FD0577. Alston received this notice on 12 October 2006.

235. Alston was required to respond to the fee dispute within fifteen days of receipt of the letter. Alston did not respond within the required timeframe.

236. On or about 6 December 2006, Alston contacted the State Bar and told the State Bar that he would respond to Cisneros' fee dispute by 11 December 2006.

237. Alston did not respond to the fee dispute by 11 December 2006.

238. On or about 3 January 2007, the State Bar opened a grievance against Alston for his failure to participate in the fee dispute process. This grievance was assigned file number 07G0002.

239. On or about 23 January 2007, the State Bar sent a Letter of Notice in file number 07G0002 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

240. On or about 22 February 2007, the State Bar sent another Letter of Notice in file number 07G0002 to Alston via certified mail. Alston received this Letter of Notice on 2 March 2007.

241. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter. Alston did not respond to the Letter of Notice within the required timeframe.

242. On or about 20 March 2007, the State Bar sent a follow-up letter to Alston regarding his failure to respond to the Letter of Notice in file number 07G0002. The follow-up letter required Alston to respond to the Letter of Notice by 30 March 2007.

243. Alston did not respond to the Letter of Notice by 30 March 2007.

244. On or about 25 July 2007, at Alston's request, the State Bar faxed and emailed the Letter of Notice in file number 07G0002 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.

245. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.

246. On or about 13 October 2006, Thomas Siemienik ("Siemienik") retained Alston to represent him in seeking a divorce from his wife. Siemienik paid Alston \$700.00 for his legal services. Siemienik signed a complaint for divorce in Alston's office on 13 October 2006.

247. After accepting Siemienik's payment, Alston did not respond to Siemienik's telephone calls or communicate with Siemienik from October 2006 to March 2007.

248. Siemienik expected Alston would file the complaint for divorce on his behalf. On or about 9 March 2007, Siemienik went to the Mecklenburg County Courthouse and discovered Alston had not filed a complaint for divorce for him.

249. On or about 9 March 2007, Siemienik sent Alston an email requesting a refund of his \$700.00 payment.

250. Alston did not respond to Siemienik's request for a refund of legal fees.

251. On or about 26 March 2007, Siemienik sent Alston another email requesting a copy of the divorce papers that he signed in Alston's office on 13 October 2006 as well as any receipt evidencing the filing of the divorce papers in the Mecklenburg County Courthouse.

252. On or about 27 March 2007, Alston told Siemienik in a telephone conversation that Alston had filed the divorce papers at the Mecklenburg County Courthouse.

253. On or about 27 March 2007, after speaking with Alston on the telephone, Siemienik called the Mecklenburg County Courthouse and was informed that his divorce complaint was still not filed.

254. On or about 2 May 2007, Siemienik filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. Siemienik's fee dispute was assigned file number 07FD0234.

255. On or about 2 May 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by Siemienik against him in file number 07FD0234.

256. The letter notifying Alston of the pending fee dispute in file number 07FD0234 was returned to the State Bar marked "unclaimed."

257. On or about 30 May 2007, the State Bar requested the Mecklenburg County Sheriff's Department personally serve Alston with the notice of pending fee dispute in file number 07FD0234.

258. On or about 26 June 2007, the Mecklenburg County Sheriff's Department personally served Alston with the notice of pending fee dispute in file number 07FD0234. The notice of pending fee dispute required Alston to respond within fifteen days of receipt of the Letter.

259. Alston did not respond to the fee dispute within the required timeframe.

260. In or around late August or early September 2006, Wanda Strickland ("Strickland") retained Alston to represent her on a traffic ticket. Strickland paid Alston \$250.00 for his legal services.

261. After continuing Strickland's case on at least one occasion, Alston did not appear on behalf of Strickland at Strickland's scheduled court date of 1 December 2006.

262. As a result of Alston's failure to appear on behalf of Strickland, Strickland was charged an additional \$50.00 fee by the court.

263. On or about 23 February 2007, Strickland was notified that her license would be suspended on 24 April 2007 due to Alston's failure to appear on Strickland's behalf at the 1 December 2006 court date.

264. After the 1 December 2006 missed court date, Strickland attempted to contact Alston on numerous occasions by telephone, and only spoke to him once. During this conversation, Alston informed her that her next court date was 13 April 2007.

265. Strickland was informed by the Rowan County Clerk's Office that she did not have a court date set for 13 April 2007.

266. On or about 20 April 2007, Strickland resolved her traffic ticket without the assistance of Alston.

267. On or about 23 April 2007, Strickland sent Alston a letter requesting a refund of her \$250.00 payment to Alston as well as \$50.00 to pay for the fee she incurred resulting from his failure to appear on her court date.

268. Alston did not respond to Strickland's letter.

269. On or about 4 May 2007, Strickland filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. Strickland's fee dispute was assigned file number 07FD0242.

270. On or about 4 May 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by Strickland against him in file number 07FD0242.

271. The letter notifying Alston of the pending fee dispute in file number 07FD0242 was returned to the State Bar marked "unclaimed."

272. On or about 30 May 2007, the State Bar requested the Mecklenburg County Sherriff's Department personally serve Alston with the notice of pending fee dispute in file number 07FD0242.

273. On or about 26 June 2007, the Mecklenburg County Sherriff's Department personally served Alston with the notice of pending fee dispute in file number 07FD0242. The notice of pending fee dispute required Alston to respond within fifteen days of receipt of the Letter.

274. Alston did not respond to the fee dispute within the required timeframe.

275. On or about 9 March 2007, Daniel Arquiett ("Arquiett") retained Alston to represent him in a criminal matter. Arquiett's fiancée paid Alston \$600.00 to represent Arquiett, who was in jail at that time.

276. Alston assured Arquiett's fiancée that Arquiett would be out of jail within a week.

277. After accepting Arquiett's payment, Alston did not respond to Arquiett's or Arquiett's fiancée's telephone calls.

278. Alston did not appear at Arquiett's 28 March, 3 April, 9 April, and 25 April 2007 court dates on Arquiett's behalf. Arquiett remained in jail throughout this time.

279. On or about 25 April 2007, Arquiett's fiancée spoke to a Gaston County Assistant District Attorney about Alston's conduct and Arquiett's continued imprisonment. The Gaston County Assistant District Attorney then brought Arquiett's case before the court and requested Arquiett be released.

280. On or about 10 May 2007, Arquiett filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. Arquiett's fee dispute was assigned file number 07FD0248.

281. On or about 10 May 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by Arquiett against him in file number 07FD0248.

282. The letter notifying Alston of the pending fee dispute in file number 07FD0248 was returned to the State Bar marked "unclaimed."

283. On or about 30 May 2007, the State Bar requested the Mecklenburg County Sheriff's Department personally serve Alston with the notice of pending fee dispute in file number 07FD0248.

284. On or about 26 June 2007, the Mecklenburg County Sheriff's Department personally served Alston with the notice of pending fee dispute in file number 07FD0248. The notice of pending fee dispute required Alston to respond within fifteen days of receipt of the Letter.

285. Alston did not respond to the fee dispute within the required timeframe.

286. On or about 16 March 2007, Bobby McCoy, Jr. ("McCoy") retained Alston to represent him in a criminal matter. McCoy paid Alston \$1000.00 for his legal services.

287. On or about 28 March 2007, McCoy appeared at his scheduled court date but Alston did not appear.

288. McCoy obtained a continuance of his case on 28 March 2007 and subsequently attempted to contact Alston by telephone.

289. Alston did not respond to McCoy's telephone calls.

290. McCoy's case was rescheduled for 18 May 2007. Before this next court date, McCoy left a message with Alston's secretary notifying Alston of the 18 May 2007 court date.

291. On or about 18 May 2007, McCoy appeared at his scheduled court date but Alston did not appear. McCoy represented himself and was found guilty of carrying a concealed weapon.

292. After the 18 May 2007 court date, McCoy spoke with Alston's assistant and was told that Alston stated he was going to refund McCoy's payment of legal fees.

293. Alston did not refund McCoy's fee.

294. On or about 20 June 2007, McCoy filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. McCoy's fee dispute was assigned file number 07FD0328.

295. On or about 20 June 2007, the State Bar sent Alston by certified mail notice of the pending fee dispute filed by McCoy against him in file number 07FD0328.

296. The letter notifying Alston of the pending fee dispute in file number 07FD0328 was returned to the State Bar marked "unclaimed."

297. In or about January 2007, Mark Hively ("Hively") retained Alston to represent him in two traffic matters.

298. After receiving correspondence from Alston on or about 6 March 2007 informing him of his 30 March 2007 court date, Hively attempted to contact Alston by telephone. Alston did not respond to Hively's phone calls.

299. Alston did not appear at Hively's 30 March 2007 scheduled court date.

300. Hively attempted to contact Alston by phone between April and June 2007. Alston did not respond to Hively's phone calls.

301. In or around June 2007, Hively was notified by the North Carolina Department of Motor Vehicles that his driver's license was going to be suspended due to Hively's failure to appear at a scheduled court date.

302. On or about 2 June 2007, Hively faxed Alston the notification by the North Carolina Department of Motor Vehicles and followed up the fax with a phone call.

303. Alston did not respond to Hively's fax message or telephone call.

304. On or about 6 June 2007, Hively spoke with Alston by telephone, and Alston assured Hively that he would resolve Hively's traffic matters.

305. After speaking with Alston on 6 June 2007, Hively called Alston every other day to request a status update on his case, but could not reach Alston.

306. Alston did not respond to Hively's telephone calls.

307. On or about 26 June 2007, Hively complained to the State Bar regarding Alston. As a result, the State Bar opened a fee dispute file against Alston. Hively's fee dispute was assigned file number 07FD0338.

308. On or about 27 June 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by Hively against him in file number 07FD0338.

309. The letter notifying Alston of the pending fee dispute in file number 07FD0338 was returned to the State Bar marked "unclaimed."

310. On or about 23 July 2007, after Alston failed to claim the notices of fee dispute concerning Siemienik, Strickland, Arquiett, McCoy, and Hively which were sent to his address

of record by certified mail, the State Bar opened a grievance against Alston. This grievance was assigned file number 07G0800

311. On or about 25 July 2007, the State Bar sent a Letter of Notice in file number 07G0800 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

312. On or about 25 July 2007, at Alston's request, the State Bar faxed and emailed the Letter of Notice in file number 07G0800 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.

313. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.

314. On or about 23 February 2007, Antonio Shine ("Shine") retained Alston to represent him in a criminal matter. Shine paid Alston \$2,000.00 of Alston's \$8,000.00 fee for the representation.

315. Shine had a scheduled court date of 26 February 2007. Shine was present during the court's calendar call but Alston was not.

316. Alston eventually appeared at the court house on 26 February 2007, but Shine no longer wanted Alston to represent him based on his late arrival at the court house.

317. Alston told Shine's fiancée that he would refund Shine's previously paid fee of \$2,000.00 minus his legal fee.

318. Alston did not issue a refund to Shine or Shine's fiancée.

319. Shine and Shine's fiancée attempted to contact Alston by telephone requesting an update on the refund.

320. Alston did not respond to Shine's or Shine's fiancée's telephone calls.

321. On or about 25 July 2007, Shine filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. Shine's fee dispute was assigned file number 07FD0381.

322. On or about 25 July 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by Shine against him in file number 07FD0381.

323. The letter notifying Alston of the pending fee dispute in file number 07FD0381 was returned to the State Bar marked "unclaimed."

324. On or about 10 August 2007, the State Bar opened a grievance against Alston. This grievance was assigned file number 07G0905.

325. On or about 29 October 2007, the State Bar sent a Letter of Notice in file number 07G0905 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

326. On or about 28 November 2007, State Bar investigator Harlow located Alston and personally served Alston with the Letter of Notice in file number 07G0905.

327. The Letter of Notice required Alston to respond within fifteen days of receipt of the Letter. Alston did not respond to the Letter of Notice within the required timeframe.

328. In or around January 2007, Robert Shaw ("Shaw") retained Alston to represent him in a traffic matter. Shaw paid a total of \$600.00 for the representation.

329. Shaw was told by Alston's assistant that he would be contacted after Shaw's traffic ticket had been resolved by Alston.

330. Two months after Shaw retained Alston, Shaw contacted the Alston Law Firm because he had not heard from Alston regarding the status of his traffic ticket.

331. Alston's assistant told Shaw that Alston was conducting a trial and that Alston would contact Shaw soon.

332. Alston did not contact Shaw.

333. Shaw attempted to contact Alston by leaving several voicemail messages.

334. Alston did not respond to Shaw's voicemail messages.

335. On or about 11 October 2007, Shaw attempted to contact Alston by sending a letter via certified mail to Alston.

336. Shaw's letter was returned to Shaw marked "unclaimed."

337. On or about 16 November 2007, Shaw filed a grievance against Alston with the State Bar. This grievance was assigned file number 07G1320.

338. On or about 28 November 2007, Harlow located Alston and personally served Alston with Shaw's grievance complaint in file number 07G1320. Harlow informed Alston that a Letter of Notice was being prepared for file number 07G1320, and that Alston would need to respond to that Letter of Notice when he received it.

339. On or about 6 December 2007, the State Bar sent a Letter of Notice in file number 07G1320 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

340. On or about 2 January 2008, the State Bar sent another Letter of Notice in file number 07G1320 to Alston via certified mail. The Letter of Notice was also returned to the State Bar marked "unclaimed."

341. In or around December 2004, Robert Walker ("Walker") retained Alston to represent his son, Wesley Benjamin Walker ("Walker's son"), in a traffic matter. Walker paid Alston \$350.00 for the representation.

342. In or around early 2005, Alston informed Walker that Walker's son did not have to appear in court on his court date and that Alston would contact Walker after he resolved Walker's son's traffic ticket.

343. Alston did not appear on behalf of Walker's son on Walker's son's scheduled court date.

344. Alston did not tell Walker or Walker's son that he had missed the scheduled court date, nor did Alston provide Walker or Walker's son with a status update on the traffic ticket after their conversation in early 2005.

345. In or around July or August 2007, Walker's son learned during a routine traffic stop that his driver's license was suspended due to Alston's failure to appear at the scheduled court date.

346. During August and September 2007, Walker left approximately thirty (30) voicemail messages with Alston asking for a status update and requesting his assistance in clearing his son's driving record.

347. Alston did not return any of Walker's telephone calls.

348. On or about 5 December 2007, Walker filed a grievance against Alston with the Mecklenburg County Bar. This grievance was forwarded to the State Bar, and on or about 3 January 2008, the State Bar opened a grievance file based upon Walker's complaint. This grievance was assigned file number 08G0001.

349. On or about 8 January 2008, the State Bar sent a Letter of Notice in file number 08G0001 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

350. In or around January 2007, James Burt ("Burt") retained Alston to represent him in a traffic matter. Burt paid Alston \$200.00 for the representation.

351. In a letter dated 29 March 2007, Alston informed Burt of his next scheduled court date on 18 April 2007 and indicated to Burt that he would appear on Burt's behalf at the scheduled court date.

352. Alston did not appear on behalf of Burt at Burt's 18 April 2007 scheduled court date.

353. Burt was fined \$50.00 by the court for the missed court date.

354. In or around July 2007, after learning of the failure to appear, Burt's father spoke to Alston by telephone. Alston assured Burt and his father that Alston would resolve the traffic ticket and the failure to appear.

355. Burt subsequently attempted to contact Alston by telephone and email on numerous occasions.

356. Alston did not respond to Burt's telephone calls or email messages.

357. Alston did not appear on Burt's behalf to resolve his pending traffic ticket and/or failure to appear.

358. As a result of Alston's failure to appear at Burt's scheduled court date, Burt's license was suspended on 23 July 2007. Burt was also unable to renew his license due to Alston's failure to resolve the traffic matter, resulting in Burt's license expiring.

359. On 25 September 2007 and 9 November 2007, Burt sent letters to Alston via U.S. mail asking him to resolve the pending traffic ticket and failure to appear. Alston did not respond to Burt's letters or resolve Burt's pending traffic and court-related matters.

360. On or about 13 November 2007, Burt filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. Burt's fee dispute was assigned file number 07FD0605.

361. On or about 14 November 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by Burt against him in file number 07FD0605.

362. The letter notifying Alston of the pending fee dispute in file number 07FD0605 was returned to the State Bar marked "unclaimed."

363. On or about 13 December 2007, the State Bar opened a grievance against Alston. This grievance was assigned file number 07G1420.

364. On or about 4 January 2008, the State Bar sent a Letter of Notice in file number 07G1420 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

365. In or around October 2004, June Page ("Page") retained Alston to represent her in a criminal matter. Page paid Alston \$600.00 for the representation.

366. In or around January 2005, Page called Alston requesting a status update on her case.

367. Alston failed to return Page's phone call.

368. Page continued to attempt to contact Alston by telephone in or around October 2005 and the spring of 2006 and left messages for him.

369. Alston failed to return Page's phone calls.

370. Alston never appeared on Page's behalf in court regarding her criminal charges and failed to otherwise resolve the matter on her behalf.

371. On or about 28 September 2007, Page filed a Petition for Resolution of Disputed Fee ("fee dispute") with the Mecklenburg County Bar. Page's fee dispute was forwarded to the State Bar on 25 October 2007, and was assigned file number 07FD0617.

372. On or about 21 November 2007, the State Bar sent notice to Alston by certified mail of the pending fee dispute filed by Page against him in file number 07FD0617.

373. The letter notifying Alston of the pending fee dispute in file number 07FD0617 was returned to the State Bar marked "unclaimed."

374. On or about 14 December 2007, the State Bar opened a grievance against Alston. This grievance was assigned file number 07G1415.

375. On or about 4 January 2008, the State Bar sent a Letter of Notice in file number 07G1415 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

376. In or around March 2005, Ramon Flores Renteria ("Renteria") retained Alston to represent him in a criminal matter. Alston charged Renteria \$20,000.00 for the representation, of which Renteria paid \$10,000.00.

377. When Alston was retained by Renteria, Alston agreed to appear in court on behalf of Renteria to make a motion to reduce Renteria's bond.

378. Alston subsequently refused to make the motion to reduce Renteria's bond unless Renteria paid the remaining \$10,000.00 in legal fees to Alston.

379. As a result of Alston's refusal to appear on Renteria's behalf, Renteria terminated Alston's representation. Renteria also requested a full refund of the \$10,000.00 in legal fees previously paid to Alston.

380. Alston did not refund \$10,000.00 in legal fees to Renteria

381. Alston did not respond to subsequent attempts to communicate with him by and on behalf of Renteria.

382. Alston did not appear on Renteria's behalf in the criminal matter and did not otherwise resolve the matter for Renteria.

383. After several months of failed attempts to contact Alston, on or about 13 June 2005 Renteria filed a Petition for Resolution of Disputed Fee ("fee dispute") with the North Carolina State Bar. Renteria's fee dispute was assigned file number 05FD0323 and was referred to the Mecklenburg County Bar for investigation.

384. The Mecklenburg County Bar assigned Hunt Wofford ("Wofford") to investigate Renteria's fee dispute and sent correspondence to Alston informing him of the assignment to Wofford on 28 July 2005 and 24 August 2005.

385. On or about 10 May 2006, Wofford held a mediation between Alston and Renteria, at which Alston agreed to refund \$1,000.00 to Renteria. The mediated agreement required Alston to mail Renteria a check for \$1,000.00 within seven days of the mediation date. On or about 11 May 2006, Wofford sent correspondence to Alston confirming the mediated agreement and instructing Alston to contact him with proof of compliance with the mediated agreement.

386. Alston did not comply with the terms of the mediated agreement or respond to Wofford's instructions.

387. On or about 1 June 2006, Wofford sent correspondence to Alston informing Alston that he had not yet satisfied the terms of the mediated agreement by mailing \$1,000.00 to Renteria. Wofford instructed Alston to fulfill the terms of the agreement by mailing Renteria his refunded legal fee as soon as possible, and to contact Wofford with proof of compliance with the mediated agreement.

388. Alston did not respond to or comply with Wofford's instructions to fulfill his obligations under the mediated agreement.

389. On or about 8 August 2006, Wofford again sent correspondence to Alston informing Alston that he had not yet satisfied the terms of the mediated agreement by mailing \$1,000.00 to Renteria. Wofford again instructed Alston to fulfill the terms of the agreement and mail Renteria his refunded legal fee as soon as possible and to contact Wofford with proof of compliance with the mediated agreement.

390. Alston again did not respond to or comply with Wofford's instructions to fulfill his obligations under the mediated agreement.

391. On or about 16 January 2007, Wofford again sent correspondence to Alston informing Alston that he had not yet satisfied the terms of the mediated agreement by mailing \$1,000.00 to Renteria. Wofford again instructed Alston to fulfill the terms of the agreement and mail Renteria his refunded legal fee as soon as possible and to contact Wofford with proof of compliance with the mediated agreement.

392. Alston again did not respond to or comply with Wofford's instructions to fulfill his obligations under the mediated agreement.

393. Between 10 May 2006 and 16 January 2007, Wofford left numerous voicemail messages with Alston inquiring about the status of compliance with the mediated agreement and requesting Alston's response. Alston did not respond to Wofford's voicemail messages.

394. In or around April 2007, Renteria filed a grievance against Alston with the Mecklenburg County Bar, which was then forwarded to the State Bar. This grievance was assigned file number 07G0663.

395. On or about 9 July 2007, the State Bar sent a Letter of Notice in file number 07G0663 to Alston via certified mail. The Letter of Notice was returned to the State Bar marked "unclaimed."

396. On or about 25 July 2007, at Alston's request, the State Bar faxed and emailed the Letter of Notice in file number 07G0663 to the fax number and email address provided by Alston. Alston was required to respond to the Letter of Notice by 14 August 2007.

397. Alston did not respond to the Letter of Notice by 14 August 2007 or thereafter.

As previously found in the Default Judgment and now recited herein, based on the foregoing Findings of Fact the Hearing Committee enters the following

### CONCLUSIONS OF LAW

1. All the parties are properly before the hearing committee and the committee has jurisdiction over Defendant, Charles L. Alston, Jr., and the subject matter.

2. Alston's conduct, as set out in the Findings of Fact above, constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) as follows:

- (a) By failing to respond to Greene's telephone calls; by failing to respond to A. Garcia's telephone calls and personal visits; by failing to respond to the Cowans' letters, telephone calls, and emails; by failing to respond to Harris' phone calls; by failing to respond to Keene's phone calls and letters; by failing to communicate with Bumgarner during representation; by failing to respond to Perry's letters and phone calls; by failing to respond to Crespo's telephone calls and failing to provide Crespo with information about his case; by failing to respond to K. Cowan's telephone calls and email messages, and by failing to inform K. Cowan that his case had been dismissed; by failing to respond to Cisneros' and Juan Cisneros' telephone calls and requests for appointments; by failing to respond to Siemienik's telephone calls and emails; by failing to respond to Strickland's telephone calls; by failing to respond to Arquiett's fiancée's telephone calls; by failing to respond to McCoy's telephone calls; by failing to respond to Hively's telephone calls and faxed message; by failing to respond to Shine's telephone calls; by failing to respond to Shaw's letter and telephone calls; by failing to respond to the Walker's telephone calls and voicemail messages; by failing to respond to Burt's telephone calls and emails; and by failing to respond to Page's telephone calls, Alston failed to comply with reasonable requests for information in violation of Rule 1.4(a)(4) and failed to keep his clients reasonably informed in violation of Rule 1.4(a)(3);
- (b) By failing to respond to the State Bar's Letter of Notice in file number 07G1016; by failing to respond to the State Bar's Subpoena for Cause Audit; by failing to respond to the State Bar's Letter of Notice in file number 07G0513; by failing to

respond to the State Bar's Letter of Notice in file number 07G1192; by failing to respond to Harris' grievance as required in file number 0626GR008; by failing to respond to the State Bar's Letter of Notice in file number 07G0170; by failing to respond to the State Bar's Letter of Notice in file number 07G0221; by failing to respond to the State Bar's Letter of Notice in file number 07G0758; by failing to respond to the State Bar's Letter of Notice in file number 07G0332; by failing to respond to the State Bar's Letter of Notice in file number 07G0636; by failing to respond to the State Bar's Letter of Notice in file number 07G0034; by failing to timely respond to the State Bar's Letter of Notice in file number 06G0374 and failing to respond to the State Bar's supplemental inquiry; by failing to respond to the State Bar's Letter of Notice in file number 07G0002; by failing to respond to the State Bar's Letter of Notice in file number 07G0800; by failing to respond to the State Bar's Letter of Notice in file number 07G0905; and by failing to respond to the State Bar's Letter of Notice in file number 07G0663, Alston failed to respond to a lawful demand for information from a disciplinary authority in violation of Rule 8.1(b) and N.C. Gen. Stat. § 84-28(b)(3);

- (c) By failing to properly disburse the funds of J. Sosa, P. Garcia, M. Garcia, Greene and Griggs to the clients or to third parties as directed by the clients upon receipt, Alston did not promptly pay or deliver entrusted property belonging to the client to which the client was entitled in violation of Rule 1.15-2(m);
- (d) By making a total of \$7,175.00 in "cash" disbursements from his trust account, Alston drew on a trust account with instruments made payable to cash in violation of Rule 1.15-2(i);
- (e) By failing to deposit and/or maintain A. Garcia's money in his trust account and by failing to deposit and/or maintain Cowan's retainer funds in his trust account, Alston failed to promptly deposit, hold, and/or maintain entrusted funds received by or placed under the control of a lawyer in violation of Rule 1.15-2(a) and (b);
- (f) By knowingly and willfully misappropriating client funds, including the funds of clients J. Sosa, P. Garcia, M. Garcia, Greene and Griggs and by knowingly and willfully misappropriating client funds belonging to A. Garcia, Alston committed criminal acts that reflect adversely on his honesty, trustworthiness, or fitness in other respects in violation of Rule 8.4(b) and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c);
- (g) By telling K. Cowan the case was progressing in August 2006 when in fact the case had been dismissed in November 2005, Alston engaged in conduct involving dishonesty, fraud, deceit and misrepresentation in violation of Rule 8.4(c);
- (h) By failing to pay A. Garcia's \$7,000.00 to her lender or otherwise resolve the foreclosure matter; by failing to pursue Cowan's domestic matter; by failing to resolve Harris' February 2004 citation; by failing to pursue Keene's claims; by failing to pursue Daly's claims; by failing to pursue Ricks' appeal; by failing to pursue K. Cowan's claim and by allowing the statute of limitations to expire

regarding K. Cowan's claim; by failing to pursue the defense of Juan Cisneros; by failing to pursue Siemienik's claims; by failing to pursue Strickland's traffic matter; by failing to appear on Arquiett's behalf in court and otherwise failing to act on Arquiett's behalf in the criminal matter; by failing to appear in court for McCoy and by failing to otherwise pursue McCoy's defense; by failing to appear in court for Hively or otherwise resolve Hively's traffic matter; by failing to appear in court or otherwise resolve Walker's son's traffic matter; by failing to appear for court for Burt's traffic matter and failing to otherwise resolve Burt's traffic matter; and by failing to appear for Page in her criminal case, and failing to otherwise resolve the matter, Alston failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;

- (i) By collecting \$1,120.00 in fees from Cowan without having performed the legal work for which he was retained and failing to refund the \$1,120.00 upon termination of the representation; by collecting a fee from Keene and then failing to provide the legal representation for which Keene paid the fee and by failing to return an unearned fee; by collecting \$10,000.00 in fees from Renteria and not performing the legal work for which he was retained and by failing to refund any portion of the \$10,000.00 upon termination of the representation, Alston collected a clearly excessive fee in violation of Rule 1.5(a) and failed to refund unearned fees upon termination of the representation in violation of Rule 1.16(d);
- (j) By failing to respond to the State Bar's notice of fee dispute concerning Cowan; by failing to respond to the State Bar's notice of fee dispute concerning Keene; by failing to respond to the Mecklenburg County Bar's notice of fee dispute concerning Daly; by failing to respond to the Mecklenburg County Bar's notice of fee dispute concerning Perry or participate in the scheduled mediation; by failing to respond to the State Bar's notice of fee dispute concerning Cisneros; by failing to respond to the State Bar's notice of fee dispute concerning Siemienik; by failing to respond to the State Bar's notice of fee dispute concerning Strickland; by failing to respond to the State Bar's notice of fee dispute concerning Arquiett; and by failing to respond to Wofford's voicemail messages and letters concerning Renteria's fee dispute, Alston failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f);
- (k) By collecting a fee from Daly and then failing to provide the legal representation for which Daly paid the fee; by collecting a fee from Cisneros and then failing to provide the legal representation for which Cisneros paid the fee; by collecting a fee from Siemienik and then failing to provide the legal representation for which Siemienik paid the fee; by collecting a fee from Strickland and then failing to provide the legal representation for which Strickland paid the fee; by collecting a fee for representation of Arquiett and then failing to provide the legal representation for which the fee was paid; by collecting a fee from McCoy and then failing to provide the legal representation for which McCoy paid the fee; by collecting a fee from Hively and then failing to provide the legal representation for which Hively paid the fee; by collecting a fee from Shaw and then failing to provide the legal representation for which Shaw paid the fee; by collecting a fee

from Walker and then failing to provide the legal representation for which Walker paid the fee; by collecting a fee from Burt and then failing to provide the legal representation for which Burt paid the fee; and by collecting a fee from Page and then failing to provide the legal representation for which Page paid the fee, Alston collected a clearly excessive fee in violation of Rule 1.5(a);

BASED UPON THE FOREGOING Findings of Fact and Conclusions of Law and upon the evidence and arguments presented at the hearing concerning appropriate discipline, the hearing committee hereby finds by clear, cogent, and convincing evidence the following additional

#### FINDINGS OF FACT AND CONCLUSIONS REGARDING DISCIPLINE

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

- a. Prior disciplinary offenses, to wit: an Admonition in 2003 for failing to respond to the State Bar and a Reprimand in 2006 for failing to appropriately terminate representation of a client and failing to respond to the State Bar;
- b. Dishonest or selfish motive;
- c. A pattern of misconduct;
- d. Multiple offenses;
- e. Vulnerability of the victims;
- f. Substantial experience in the practice of law; and
- g. Indifference to making restitution.

2. There are no mitigating factors.

3. Alston's misappropriation resulted in significant harm to his clients. Alston's conduct generally deprived his clients of their funds and/or the ability to have those funds used on their behalf. Alston's theft of A. Garcia's client funds resulted in foreclosure on her home after the bank did not receive the required payment from A. Garcia via Alston to prevent foreclosure. Alston's theft of Griggs's settlement funds has left her with outstanding medical bills and ongoing collection efforts by medical providers who should have been paid by the money Alston misappropriated.

4. Alston's neglect and failure to communicate with clients resulted in significant harm to his clients. Alston's failure to appear at clients' court dates resulted in a range of consequences, including arrest warrants issued for a number of his clients and suspended or revoked driver's licenses. Additionally, Alston's neglect of a large number of clients' legal

matters prevented his clients from resolving their legal matters in a timely fashion, as well as forced his clients to hire new counsel and incur additional legal fees.

5. Alston's conduct resulted in significant harm to his clients and to the public. Alston's neglect of clients' legal matters extended beyond the scope of the Default Judgment. Alston failed to provide the legal services for which he was retained by former clients Lawrence Williams, Charles Phillips, and Ormand Gagnon after these clients paid Alston for various legal services by failing to appear at their respective court dates. Alston's conduct not only harmed these clients' ability to timely resolve their respective legal matters, but also demonstrated an ongoing pattern of neglectful conduct.

6. Alston's conduct resulted in significant harm to the profession. Alston's neglect, failure to communicate with clients, and failure to return unearned fees caused his clients to feel their trust had been betrayed. Several of Alston's former clients expressed a sense of distrust of the legal profession in general due to Alston's conduct.

7. Alston's conduct resulted in potential significant harm to the profession. The legal profession is entrusted with the privilege of self-regulation. The State Bar can only regulate the profession if its members respond to inquiries of the State Bar and otherwise participate in this self-regulation. Alston's failure to participate in this self-regulation jeopardizes the profession's ability to remain self-regulating.

8. The hearing committee has considered lesser sanctions and finds that disbarment is the only appropriate discipline in this case. The hearing committee finds no lesser sanction is appropriate given the breadth of the offenses and the extent of the harm. The hearing committee finds that disbarment is the only sanction that can adequately serve to protect the public from future transgressions by this attorney given the clear demonstration of misappropriation of client funds, the substantial and ongoing pattern of neglect resulting in significant client harm, and the demonstrated refusal to be regulated by the State Bar.

BASED UPON THE FOREGOING Findings of Fact, Conclusions of Law, and additional Findings of Fact Regarding Discipline, the Hearing Committee hereby enters the following

#### ORDER OF DISCIPLINE

1. The Default Judgment is amended by this order to replace the names of T. Richard Kane and H. Dale Almond as panel members with the correct names of Robert F. Siler and Joe Castro. The Default Judgment is also amended by this order to correct Alston's licensing date to 1993.

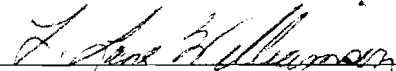
2. The Defendant, Charles L. Alston, Jr., is hereby DISBARRED from the practice of law in North Carolina.

3. Defendant shall submit his license and membership card to the Secretary of the North Carolina State Bar no later than 30 days following the service of this order upon Alston.

4. Defendant shall comply with the wind down provisions contained in 27 N.C. Admin. Code Chapter 1, Subchapter B, § .0124 of the North Carolina State Bar Discipline and Disability Rules.

5. The costs of this action are taxed to Alston. He must pay the costs as assessed by the Secretary within 30 days of service of the statement of costs.

Signed by the Chair of the Disciplinary Hearing Committee, with the consent of the other Hearing Committee members, this the 2nd day of October, 2008.

  
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F. Lane Williamson, Chairman  
Disciplinary Hearing Committee