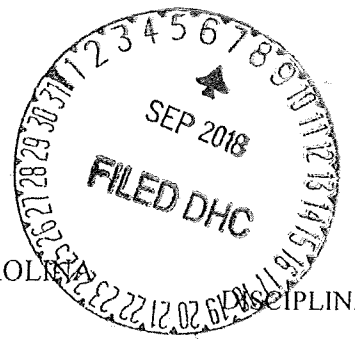


STATE OF NORTH CAROLINA

WAKE COUNTY

BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
18 DHC 27

THE NORTH CAROLINA STATE BAR, Plaintiff v. JAMES N. JORGENSEN, Attorney, Defendant	CONSENT ORDER OF DISCIPLINE

This matter was considered by a Hearing Panel of the Disciplinary Hearing Commission ("DHC") composed of R. Lee Farmer, Chair, and members, Maya M. Engle and Christopher R. Bruffey, pursuant to North Carolina Administrative Code, Title 27, Chapter 1, Subchapter B, § .0115(i) (hereinafter "27 N.C.A.C. 1B"). Plaintiff was represented by Barry S. McNeill, Deputy Counsel for the North Carolina State Bar ("Plaintiff" or "State Bar"). Defendant, James N. Jorgensen ("Defendant" or "Jorgensen"), proceeded *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 hereby enters 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, James N. Jorgensen ("Defendant" or "Jorgensen"), was admitted to the North Carolina State Bar on April 5, 1996, and is, and was at all times referred to herein, an attorney at law licensed to practice in North Carolina, subject to the laws of the State of North Carolina, the Rules and Regulations of the North Carolina State Bar, and the Rules of Professional Conduct.

3. During all or part of the relevant periods referred to herein, Jorgensen was engaged in the practice of law in Raleigh, Wake County, North Carolina.

First Claim for Relief

4. The Wilber Lane Law Firm ("firm"), Bloomington, Illinois, engaged Defendant to litigate 17 subrogation files on behalf of various insurance companies in which they had advanced court costs to cover the litigation expenses.

5. Under his arrangement with the firm, Defendant was required to obtain the best outcomes possible by filing lawsuits, moving the cases forward in the civil court system, providing status updates to the firm on behalf of the insurance company clients when requested, and issuing payments to the firm on behalf of the insurance company clients upon resolutions or settlements in the matters.

6. The firm served as the agent for the insurance company clients and was designated to make regular inquiries about the status of the actions on behalf of its insurance company clients, receive any subrogation funds owed to the insurance company clients by the defendants, and receive any balance of the advanced court costs on behalf of the insurance company clients.

7. Defendant complied by filing the initial lawsuits, but numerous requests by the firm for status updates went unanswered by Defendant.

8. When the firm's representatives contacted the courts where the lawsuits were filed, they learned that the courts had dismissed the matters for want of prosecution, the cases were still pending with no activity, or the cases were on the list to be dismissed.

9. After Defendant received an Admonition in No. 12G0119 at the Grievance Committee's January 2013 Quarterly Meeting, his communication with the firm about the status of the cases improved for a short time, but then decreased.

10. The firm attempted to telephone, left voicemail messages for, and e-mailed Defendant requesting updates on the status of its clients' cases and the money owed by Defendant to the clients, but Defendant was unresponsive.

11. The firm requested that Defendant return all of its clients' files, as well as the remaining amounts owed on each file, but Defendant did not promptly comply with the request.

12. The firm also expressed concerns to Defendant about its cases he had settled without promptly remitting all of the funds owed to the firm.

13. In the Jeffrey Gore matter, Defendant reached a settlement in March 2013 for $5,600 and remitted some of the money from that settlement to the firm, but then ceased making the payments.

14. In the Micah McCleary matter, Defendant received some payments from an October 24, 2012 judgment, and informed the firm that he would forward the payments, but did not do so.

15. In the Janet Lancaster matter, involving an October 24, 2012 judgment in the amount of $15,000, the firm received only $300 from Defendant in 2013.

16. In early October 2014, Defendant e-mailed the firm that he would be sending payments on these files, but he had not done so as of the end of October 2014.

17. The State Bar served Defendant with a Letter of Notice in the underlying grievance (14G0860) on March 30, 2015.

18. After Defendant requested and received an extension of time to file his response to the Letter of Notice, Defendant's response was due on May 4, 2015.

19. The State Bar did not receive Defendant's response until June 10, 2015, almost one month past its due date.

Second Claim for Relief

20. The Rathbone Group, LLC ("Rathbone"), based in Cleveland, Ohio, formerly known as Javitch, Block & Rathbone, retained Defendant to obtain a judgment or other appropriate relief on behalf of the subrogee plaintiff, State Farm Mutual Automobile Insurance Company ("State Farm"), against Donna Wattinne ("Ms. Wattinne") and her son, Eric Allan Wattinne, jointly and severally for damages arising from a March 20, 2008 motor vehicle accident in Cabarrus County, North Carolina.

21. Rathbone served as the agent for State Farm and was designated to receive any subrogation funds owed to State Farm by Ms. Wattinne and her son.

22. On September 9, 2009, Defendant filed the action against Ms. Wattine and her son in *State Farm Mutual Automobile Insurance Company, as subrogee of Charles Edwin McLean, Jr. v. Eric Allan Wattinne and Donna Marie Wattinne,* No. 09-CVD-18264 (Wake Co. Dist. Ct.).

23. Defendant served process on Ms. Wattinne and her son, and on December 8, 2011 obtained a default judgment against the defendants in the amount of $6,922.75.

24. Defendant then petitioned the North Carolina Department of Motor Vehicles ("DMV") to suspend the driver's licenses of both Ms. Wattinne and her son.

25. After negotiations with Ms. Wattinne's and her son's attorney, the parties agreed that Ms. Wattinne would make monthly payments of $150, payable to "James N. Jorgensen, P.A. Trust Account" in exchange for State Farm's agreement to refrain from enforcing the judgment, including the suspensions of Ms. Wattine's and her son's driver's licenses.

26. Based upon the agreement, Defendant withdrew his previous petition to suspend Ms. Wattinne's and her son's driver's licenses.

27. Starting in September 2012, Ms. Wattinne began making the monthly payments to Defendant, including 40 payments of $150 (from September 2012 to December 2015) totaling $6,000, and four payments in the amounts of $150, $150, $500, and $122.75, respectively, all four of which were received by Defendant in an envelope postmarked February 19, 2016.

28. The payments by Ms. Wattinne to Defendant totaled $6,922.75, representing the principal amount of the judgment, but Ms. Wattinne's payments did not include any pre-judgment or post-judgment interest as required by the judgment.

29. As an accommodation to Ms. Wattinne and her son, State Farm agreed to waive all pre-judgment and post-judgment interest.

30. On June 16, 2016, Defendant filed a certificate on behalf of State Farm indicating that Ms. Wattine and her son had rendered payment in full and satisfied the judgment.

31. Defendant did not promptly remit to Rathbone on behalf of State Farm the collections he received from Ms. Wattinne.

32. Defendant made disbursements to Rathbone in late 2012 and early 2013, totaling $900 ($225, check no. 332998, on Nov. 3, 2012; $225, check no. 332929, on Nov. 20, 2012; $225, check no. 333056, on Jan. 17, 2013; and, $225, check no. 333087, on Feb. 27, 2013).

33. Between February 27, 2013 and February 14, 2016, a period of nearly three years, Defendant made no additional remittances to Rathbone despite records showing that he continued to accumulate Ms. Wattinne's payments of over $4,000 in his trust account during the same period.

34. Starting in February 2016, Defendant made the following disbursements to Rathbone: $337.50, check no. 333744, on Feb. 14, 2016; $225, check no. 333765, on Feb. 15, 2016; $675, check no. 333795, on Feb. 14, 2016 but not received by Rathbone until Apr. 4, 2016; $900, check no. 333802, on Feb. 14, 2016 but not received by Rathbone until Apr. 4, 2016; $692.06, check no. 333806, on Mar. 22, 2016 but not received by Rathbone until Apr. 4, 2016; and, $1,462.50, check no. 333808, on Mar. 24, 2016 but not received by Rathbone until Apr. 4, 2016.

35. The payments to Rathbone and its predecessor amounted to $5,192.06, and appear to have been the entire principal amount to which State Farm was entitled.

36. Although Defendant eventually disbursed to Rathbone all of the disbursements to which State Farm was entitled, Defendant failed to make timely disbursements of Ms. Wattinne's payments to Rathbone for over a three year period.

Third Claim for Relief

37. Donnell Sawyer ("Mr. Sawyer") was injured in a motor vehicle accident on October 25, 2007.

38. In July 2010, Mr. Sawyer filed a personal injury lawsuit against the defendants, Christopher Michael Liskiewicz and Michael Andrew Liskiewicz ("defendants"), through an attorney who had represented him previously on an unrelated matter. Becoming dissatisfied with his attorney, Mr. Sawyer dismissed the attorney and proceeded in his lawsuit *pro se.*

39. The defendants offered Mr. Sawyer $10,000 to settle, but Mr. Sawyer refused the offer.

40. Following mediation, Mr. Sawyer took a voluntary dismissal of his initial lawsuit and on June 7, 2012 Mr. Sawyer retained attorney Alton R. Williams ("Mr. Williams") to represent him in refiling the lawsuit.

41. The contingent fee agreement signed by Mr. Sawyer did not disclose that Mr. Williams would be associating another attorney in the lawsuit; it only indicated that Mr. Williams would be performing the legal services on behalf of Mr. Sawyer.

42. Mr. Sawyer turned over his case file to Mr. Williams, and Mr. Williams indicated that he would work on Mr. Sawyer's case with another attorney, but Mr. Williams did not identify the attorney at that time.

43. Mr. Williams thereafter collaborated with Defendant about refiling the lawsuit on behalf of Mr. Sawyer.

44. Mr. Williams and Defendant filed a new lawsuit against the defendants on August 1, 2012, *Donnell Sawyer v. Christopher Michael Liskiewicz and Michael Andrew Liskiewicz,* No. 12-CVS-10848 (Wake Co. Sup. Ct.) ("*Liskiewicz*"). Both Defendant and Mr. Williams signed the *Liskiewicz* lawsuit on behalf of Mr. Sawyer.

45. Mr. Sawyer contacted Mr. Williams over the next several months to check on the status of his case, but Mr. Williams did not return his telephone calls or reply to his text messages.

46. Mr. Sawyer never received an update from Mr. Williams or Defendant about the status of his case.

47. Mr. Sawyer was unaware of Defendant's role or appearance on his behalf in the *Liskiewicz* lawsuit.

48. On June 19, 2013, Mr. Sawyer's *Liskiewicz* lawsuit was discontinued due to the lack of service on the *Liskiewicz* defendants.

49. In the latter part of 2013, Mr. Sawyer was informed by Mr. Williams for the first time that Defendant was handling Mr. Sawyer's *Liskiewicz* lawsuit.

50. Defendant at the time had an office in the same building as Mr. Williams.

51. Defendant periodically renewed the summons in the *Liskiewicz* lawsuit after having difficulty serving the defendants with the summons and complaint.

52. After learning about Defendant's role, Mr. Sawyer thereafter met with Defendant about the status of his *Liskiewicz* lawsuit.

53. Defendant informed Mr. Sawyer that he was going to serve the defendants in Mr. Sawyer's lawsuit, but he never did so via personal service or by publication.

54. On July 24, 2014, Defendant wrote a letter to the attorney, John Walker ("Mr. Walker"), for the defendants' insurance company, with the letter copied to Mr. Sawyer.

55. Immediately after sending the letter to Mr. Walker, Defendant renewed the summons in the *Liskiewicz* lawsuit, but had last done so on September 19, 2013, over ten months earlier.

56. Mr. Sawyer informed Defendant that Mr. Walker no longer worked at the law firm, but Defendant did not resend the letter to Mr. Walker's successor.

57. A few days before Christmas 2014, Mr. Sawyer met with Defendant. When Mr. Sawyer asked Defendant about the status of his *Liskiewicz* lawsuit, Defendant refused to tell him the status.

58. Defendant admitted to Mr. Sawyer that he had missed a deadline in the reissuance of the summons in the *Liskiewicz* lawsuit in 2013, and therefore the summons had lapsed.

59. Defendant asked Mr. Sawyer if he could pay Mr. Sawyer a $10,000 "down payment" from his own personal funds and try to get the rest from a settlement with the defendants, but Mr. Sawyer refused Defendant's offer.

60. The State Bar served Defendant with a Letter of Notice in this matter (15G0022) on March 30, 2015, and Defendant was originally due to file his response on or before April 14, 2015.

61. After requesting and receiving an extension of time to file his response to the Letter of Notice, Defendant's response was due on May 4, 2015, but, without further

request or extension of time, the State Bar did not receive his response until one month later, on June 4, 2015.

Fourth Claim for Relief

62. Karen McVicker ("Ms. McVicker") retained Defendant to represent her and Dr. Massoud Mohammadi's ("Dr. Mohammadi") companies, Atlantic Integrated Technologies, Inc. ("AIT"), and ATCO International, Inc., ("ATCO") against Bank of America Corporation, doing business as Bank of America, N.A. ("BANA").

63. ATCO acted as the broker in negotiating the sale and purchase of bulk platinum for a buyer. Ms. McVicker was the primary contact person for AIT and ATCO, and operated under the direction of Dr. Mohammadi.

64. ATCO was entitled to a commission on the total sales price upon the closing of the platinum transaction.

65. On or about March 14, 2001, AIT, at the suggestion of a BANA employee in Singapore, opened an escrow account with BANA for the purpose of depositing the escrow sum of $200,000 with BANA to cover potential transactional costs.

66. By April 5, 2001, AIT deposited the escrow sum of $205,000 at a Raleigh branch of BANA ("BANA Cameron Village"), which was then wired from the BANA Cameron Village branch to a Singapore branch of BANA.

67. BANA agreed to release the $200,000 from AIT's escrow account only upon satisfaction of certain specified conditions.

68. Despite the seller's failure to satisfy the specific conditions of the agreement, and over the protests of Ms. McVicker and agents of AIT, BANA released the $200,000 held in the AIT escrow account to the seller.

69. AIT and ATCO claimed that BANA's breach of fiduciary duty prevented the buyers and seller from concluding the platinum transaction, and thus precluded ATCO from receiving its commission, causing AIT to lose the $200,000.

70. Represented by another attorney, Ms. McVicker and Dr. Mohammadi, on behalf of AIT and ATCO, initially filed their action against Bank of America Corporation in Wake County Superior Court in *Atlantic Integrated Technologies, Inc., and ATCO International, Inc. v. Bank of America Corp.*, No. 04-CVS-5639 (Wake Co. Sup. Ct.), but that action was voluntarily dismissed by the plaintiffs on November 1, 2004.

71. Subsequently, on May 2, 2005, AIT and ATCO filed another action against BANA in Wake County Superior Court, but that action was dismissed on October 17, 2006 because it was brought against the wrong entity. *Atlantic Integrated Technologies, Inc., and ATCO International, Inc. v. Bank of America Corp.*, No. 05-CVS-5823 (Wake Co. Sup. Ct.).

72. After being retained by Ms. McVicker and Dr. Mohammadi, on May 18, 2011 Defendant initially refiled their action in Wake County District Court, *Atlantic Integrated Technologies, Inc., and ATCO International, Inc. v. Bank of America, N.A.*, No. 11-CVD-5823 (Wake Co. Dist. Ct.).

73. Threatened by BANA's counsel with sanctions, on December 16, 2011, Defendant filed a voluntary dismissal of the Wake County action without prejudice.

74. Ms. McVicker and Dr. Mohammadi insisted that Defendant re-file their action in Guilford County Superior Court without delay.

75. ATCO paid Defendant over $9,000 expecting that he would file and diligently pursue the action in Guilford County Superior Court.

76. On December 17, 2012, Defendant re-filed the complaint in *Atlantic Integrated Technologies, Inc., and ATCO International, Inc. v. Bank of America, N.A.*, No. 12-CVS-11349 (Guilford Co. Sup. Ct.) ("*AIT/ATCO*").

77. The *AIT/ATCO* case was ordered to mediated settlement conference and scheduled for administrative hearings on April 24, 2013, May 29, 2013, and June 26, 2013.

78. The court subsequently scheduled this action for a July 1, 2013 "clean up" calendar session.

79. Defendant failed to appear on behalf of *AIT/ATCO* for the July 1, 2013 session.

80. On July 1, 2013, Superior Court Judge John O. Craig, III entered an order dismissing the *AIT/ATCO* action without prejudice due to Defendant's failure to obtain service upon BANA and Defendant's failure to appear at the hearing on July 1, 2013.

81. Defendant did not discover the dismissal by Judge Craig until December 2013.

82. Knowing of the dismissal by Judge Craig, Defendant falsely communicated to Dr. Mohammadi that a hearing date had been scheduled in the *AIT/ATCO* lawsuit.

83. After learning of the dismissal in December 2013, Defendant did not timely communicate to Ms. McVicker and Dr. Mohammadi information about Judge Craig's July 1, 2013 dismissal without prejudice in *AIT/ATCO.*

84. Approximately two and a half months later, on March 14, 2014 Defendant met with Ms. McVicker and Dr. Mohammadi in his office, providing them a verbal and written status report, including for the first time notice of Judge Craig's July 1, 2013 dismissal.

85. Dr. Mohammadi subsequently contacted Defendant about continuing to pursue the *AIT/ATCO* action.

86. On July 1, 2014, Defendant filed a motion for relief in *AIT/ATCO* pursuant to N.C. R. Civ. P. 60 from Judge Craig's July 1, 2013 order dismissing the action without prejudice, but the motion has never been calendared, heard or adjudicated.

87. At a May 2015 meeting with Ms. McVicker and Dr. Mohammadi, Defendant recommended another Guilford County judge to hear the *AIT/ATCO* action and suggested hearing dates.

88. Ms. McVicker and Dr. Mohammadi left the May 2015 meeting with the understanding that Defendant would be sending them e-mail confirmation the next day regarding the anticipated August 6, 2015 hearing date, but Defendant never did so.

Fifth Claim for Relief

89. Beverly Sappington ("Ms. Sappington") was injured in a motor vehicle accident on Wendover Avenue in High Point, Guilford County, North Carolina on January 15, 2010.

90. On December 23, 2010, Ms. Sappington signed a retainer agreement with Defendant to represent her in the personal injury action against the driver of the other vehicle, Alvin J. Bunton ("Mr. Bunton"), who was driving a 1996 Ford pickup truck owned by his employer, J. R. Tractor & Trailer Repairs, Inc. ("J. R. Tractor").

91. On January 14, 2013, Defendant filed a complaint against Mr. Bunton and J. R. Tractor in Guilford County Superior Court alleging negligence by Mr. Bunton in causing the accident, *Sappington v. Bunton et al.,* No. 13-CVS-2782 (Guilford Co. Sup. Ct.) ("*Sappington*").

92. A summons was issued to Mr. Bunton and J. R. Tractor, and the *Sappington* defendants were served on April 10, 2013.

93. The *Sappington* action was scheduled for mediation in October of 2013 with a potential trial date in December of 2013, but in October 2013 Defendant contacted Ms. Sappington and informed her that the mediation had been postponed due to the need to obtain additional medical records.

94. On October 15, 2013, Defendant moved for a continuance, but on October 24, 2013 Senior Resident Superior Court Judge Lindsay R. Davis, Jr. denied Defendant's motion.

95. On October 30, 2013, Defendant filed a voluntary dismissal without prejudice in *Sappington*.

96. Defendant never informed Ms. Sappington about the voluntary dismissal in *Sappington.*

97. Over the course of the next six to eight months, Ms. Sappington left numerous voice mail messages for Defendant and sent him e-mail messages attempting to check on the status of her case, but Defendant never responded.

98. On July 12, 2014, Ms. Sappington received an e-mail message from Defendant indicating that he was still trying to obtain certain necessary medical records.

99. On July 19, 2014, Ms. Sappington replied by e-mail to Defendant expressing her displeasure with his failure to communicate with her, but Defendant never responded.

100. On October 29, 2014, Ms. Sappington sent Defendant a certified letter again expressing her displeasure with Defendant, but Defendant did not respond.

101. Defendant confirmed that no additional medical records for Ms. Sappington existed, but thereafter Defendant failed to take action to advance Ms. Sappington's case.

102. The State Bar served Defendant with a Letter of Notice (15G0230) on March 30, 2015, and Defendant was originally due to file his response on or before April 14, 2015.

103. After requesting and receiving an extension of time to file his response to the Letter of Notice, Defendant's response was due on May 4, 2015, but, without further request or extension of time, the State Bar did not receive his response until almost one month later, on June 2, 2015.

Sixth Claim for Relief

104. Defendant maintained trust accounts at Wells Fargo Bank (account number ending in -7238) and Fifth Third Bank (account number ending in -0060) ("trust accounts").

105. Defendant did not perform monthly and quarterly reconciliations of his trust accounts in compliance with Rule 1.15-3(d)(1) and (d)(2) of the Rules of Professional Conduct during the years 2010 to April 2018.

106. For the period of time identified in Paragraph 105 above, Defendant also failed to review, sign, date and retain copies of the reconciliations of his trust accounts as required by Rule 1.15-3(d)(3).

107. Defendant has been properly reconciling his trust accounts since May 2018 to date.

Based upon 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) as follows:

a) By failing to act with reasonable diligence and promptness in representing the clients' cases referred to him by the Wilber Lane Law firm, by allowing the summons to lapse in Mr. Sawyer's *Liskiewicz* lawsuit, by failing to appear at the hearing in July 2013 on behalf of Ms. McVicker and Dr. Mohammadi, and, by failing to take further action on Ms. Sappington's case after confirming that no additional medical records existed, Defendant violated Rule 1.3;

b) By failing to reasonably consult with the Wilber Lane Law firm, on behalf of its clients, about the means by which its clients' objectives were to be accomplished, by failing to reasonably consult with Mr. Sawyer about the means by which Mr. Sawyer's objectives were to be accomplished in the *Liskiewicz* lawsuit, by failing to reasonably consult with Ms. McVicker and Dr. Mohammadi about the means by which their objectives were to be accomplished in the *AIT/ATCO* lawsuit, and by failing to consult with Ms. Sappington about the means by which her objectives were to be accomplished, Defendant violated Rule 1.4(a)(2);

c) By failing to keep the Wilber Lane Law firm, on behalf of its clients, reasonably informed about the status of its clients' cases referred to him by the firm, by failing to communicate with Mr. Sawyer about the status of his *Liskiewicz* complaint, by failing to communicate with Ms. McVicker and Dr. Mohammadi about the status of their *AIT/ATCO* lawsuit, and by failing to communicate with Ms. Sappington about the status of her lawsuit or respond to her inquiries, Defendant violated Rule 1.4(a)(3);

d) By failing to promptly pay to the Wilber Lane and Rathbone law firms the entrusted funds belonging to the firms' clients, Defendant violated Rule 1.15-2(m);

e) By falsely communicating to Ms. McVicker and/or Dr. Mohammadi about a hearing date in their *AIT/ATCO* lawsuit and his efforts to obtain such a hearing date, Defendant engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c);

f) Pursuant to N.C. Gen. Stat. §§ 84-28(b)(2), (3), by knowingly failing to timely respond to the formal inquiries of the State Bar in 14G0860, 15G0022, and 15G0230, after being granted extensions of time to do so, Defendant violated Rule 8.1(b); and,

g) By failing to perform reconciliations of his trust accounts for the time period of 2010 to April 2018, Defendant failed to perform monthly and quarterly reconciliations in violation of Rule 1.15-3(d)(1) and (d)(2), and by failing to review, sign, date and retain copies of the monthly and quarterly reconciliations of his trust accounts for six years, Defendant failed to prepare and maintain monthly and quarterly reconciliations as required by Rule 1.15-3(d)(3).

Upon the consent of the parties, the Hearing Panel also finds by clear, cogent, and convincing evidence the following:

ADDITIONAL FINDINGS REGARDING DISCIPLINE

1. The findings of fact in paragraphs 1 – 107 above are reincorporated as if set forth herein.

2. Defendant engaged in a pattern of neglectful misconduct and procrastination which placed entrusted funds at risk and had the foreseeable potential to cause significant client harm to multiple clients.

3. Defendant's neglect of his clients and procrastination also had the potential to cause significant harm to the standing of the profession in the eyes of the public because it demonstrates disregard for his duties as an attorney. Such erosion of public confidence in attorneys tends to sully the reputation of, and fosters disrespect for, the profession as a whole. Confidence in the legal profession is the foundation for public trust in the entire legal system.

4. Defendant's trust accounting non-compliance endangered entrusted client funds and caused potential significant harm to his clients whose funds were placed at risk while entrusted to Defendant's care, though no funds were misappropriated by Defendant.

5. In 12G0119, Defendant received an Admonition in February 2013 for client neglect involving the same Wilber Lane Law firm.

6. In 13G0695, Defendant received a Reprimand in April 2015 for client neglect and failing to promptly disburse client's funds involving a similar insurance subrogation firm.

7. Defendant has more than twenty-two years of experience in the practice of law.

8. Defendant has been cooperative, though not always timely in responding, during the investigatory process.

9. Defendant continues to engage with the Lawyer's Assistance Program ("LAP"), and is in compliance with LAP's recommendations.

10. Defendant continues to attend counseling sessions and is in compliance with his counselor's treatment recommendations.

11. 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.

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 DISCIPLIINE

1. The hearing panel has carefully considered all of the different forms of discipline available to it. In addition, the hearing panel has considered all of the factors enumerated in 27 N.C. 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) Prior disciplinary offenses for similar client neglect;

(C) Absence of dishonest motive;

(D) Timely good faith efforts to rectify consequences of misconduct;

(F) A pattern of misconduct;

(G) Defendant engaged in multiple offenses;

(H) Effect of personal or emotional problems on the conduct;

(J) Defendant has undergone interim rehabilitation;

(K) Full and free disclosure to the hearing panel or cooperative attitude toward the proceeding;

(P) Defendant is remorseful for his conduct;

(Q) Defendant's character or reputation;

(R) The vulnerability of the victims; and

(S) Defendant's substantial experience in the practice of law.

2. 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 suspension of Defendant's license:

(B) Circumstances reflecting Defendant's lack of honesty, trustworthiness, or integrity;

(E) Defendant's actions had a potential negative impact on his clients' and the public's perception of the legal profession;

(F) Defendant's conduct had a negative impact on the administration of justice;

(G) Defendant's conduct impaired each client's ability to achieve the goals of their representation; and,

(H) Defendant's conduct had an adverse effect on third parties.

3. 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, and finds factor (A) is implicated (Defendant engaged in acts of dishonesty, misrepresentation, deceit, or fabrication), but concludes that disbarment is not necessary in order to protect the public.

4. The hearing panel has considered all other forms of discipline available and concludes, for the following reasons, that any sanction less than suspension 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 suspension 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 stayed suspension with appropriate conditions, such as requiring Defendant to continue his therapy and periodic reporting by that therapist to the State Bar, along with the condition of a practice monitor and reporting by that practice monitor to the State Bar, will assure Defendant's progress and compliance with treatment and professional norms.

5. 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 license of Defendant, James N. Jorgensen, is hereby suspended for three years. This Order will be effective 30 days after service of the Order upon Defendant.

2. Defendant's three year suspension is ordered stayed for the duration of the suspension as long as Defendant complies, and continues to comply during the period of the stay with each of the following conditions:

a. Defendant, at his own expense, continues counseling with his present psychologist, and/or any other board-certified psychiatrist, psychologist, or counselor (hereafter "Therapist") of his own choosing, and follows and complies with the course of treatment prescribed by his Therapist. The Therapist shall provide quarterly reports, due in the Office of Counsel by the tenth day of each quarter (starting with the first report due on or by October 10, 2018, and then quarterly reports thereafter on or by January 10, 2019, April 10, 2019, July 10, 2019, October 10, 2019, January 10, 2020, April 10, 2020, July 10, 2020, October 10, 2020, January 10, 2021, April 10, 2021, and October 10, 2012), to the State Bar (with a copy to Defendant) confirming Defendant is following the recommendations of the Therapist. The Therapist shall notify the State Bar if Defendant fails to follow the recommendations and treatment program of the Therapist. Defendant shall ensure these reports and notifications are timely made. Defendant will sign all necessary releases or documents to allow such reports and notifications, to allow the Therapist to provide documents from Defendant's treatment to the State Bar, and to allow the Therapist to discuss Defendant's participation and treatment with the Office of Counsel of the State Bar, and shall not revoke the release during the period of the stayed suspension;

b. Defendant instructs her Therapist to notify the Office of Counsel immediately in writing if, at any point during the stayed suspension, Defendant ceases to be a patient or otherwise fails to comply with the course of treatment prescribed by the Therapist;

c. Defendant arranges for an active member of the North Carolina State Bar to serve as his law practice monitor. Defendant's practice monitor shall be an attorney in good standing who practices law in Defendant's judicial district and who has been approved by the Office of Counsel. The monitor will supervise all of Defendant's client matters to ensure that Defendant handles all client matters in

a timely fashion, including, but not limited to, promptly responding to his clients, diligent pursuit of his clients' matters, and prompt disbursement of funds from his trust account belonging to others. Defendant shall meet once a month with his monitoring attorney, report the status of all current client matters to the monitor, cooperate with the monitoring attorney, and provide any information the monitoring attorney deems reasonably necessary to ensure that Defendant is properly and timely handling all client matters. The monitor will submit written quarterly reports of this supervision to the Office of Counsel, due in the Office of Counsel by the tenth day of each quarter (starting with the first report due on or by October 10, 2018, and then quarterly reports thereafter on or by October 10, 2018, January 10, 2019, April 10, 2019, July 10, 2019, October 10, 2019, January 10, 2020, April 10, 2020, July 10, 2020, October 10, 2020, January 10, 2021, April 10, 2021, and October 10, 2012), (with a copy to Defendant) confirming Defendant is following the recommendations of the practice monitor. Defendant bears the responsibility of ensuring the monitoring attorney sends a written report each quarter to the Office of Counsel as described above. This monitoring will occur for the duration of the suspension. Defendant will pay the cost, if any, charged by the monitor for this supervision. Defendant must make the arrangements for this monitoring attorney and supply the Office of Counsel with a letter from the monitoring attorney confirming his or her agreement to perform the duties listed above. Defendant shall make appropriate arrangements for an alternate monitoring attorney, approved by the Office of Counsel, if needed during his suspension.

d. Defendant shall provide the State Bar with reports of all quarterly reconciliations as required by Rule 1.15-3 for all trust accounts and fiduciary accounts to which Defendant has access and/or in which Defendant deposits entrusted funds as follows:

    i. In addition to the three-way reconciliation reports, for the months covered by the submitted report, Defendant shall provide: (i) client ledgers for each client whose funds are held in the trust account during the stay, (ii) any ledger for any personal funds maintained in the trust account(s) for bank or credit card fees, (iii) general ledger(s) for each trust account to which Defendant has access, and (iv) the bank statements, cleared checks, deposit slips, and deposit items associated with the reports;

    ii. The reports are due no later than 30 days after the end of each quarter (first quarter's report due April 30, second quarter's report due July 30, third quarter's

report due October 30, and fourth quarter's report due January 30);

iii. Defendant shall certify with each quarterly report that he has personally reviewed the reconciliation report(s) and all relevant ledgers, bank statements, cancelled checks, deposit slips, and deposit items associated with the report(s), and Defendant shall further certify that no entrusted funds received by him or his law office have been deposited into any account other than his trust account(s);

iv. If any of the quarterly reports referenced above note any irregularities or deficiencies, Defendant shall promptly take all remedial action necessary to bring the trust account(s) into compliance with the Rules of Professional Conduct and shall provide proof of the remedial action and compliance to the Office of Counsel of the State Bar within 30 days of the date of the report;

v. All reconciliations and reports referred to herein will be completed and submitted at Defendant's sole expense; and

vi. Failure of the Defendant to timely submit any report required by this Order shall be grounds to lift the stay and activate the suspension.

e. Defendant shall certify annually on or before June 30 to the North Carolina State Bar that all general trust accounts, dedicated trust accounts, and fiduciary accounts maintained by Defendant or his law firm are administered, to the best of his knowledge, in compliance with the requirements of Rule 1.15 (including all subparts) or that he is exempt from this provision because Defendant does not maintain any trust or fiduciary accounts for North Carolina client funds;

f. Defendant shall successfully complete two hours of continuing legal education (CLE) in the area of trust account management within the first year after the effective date of this order, one hour of which must be a trust account CLE taught by Trust Account Compliance Counsel for the North Carolina State Bar. Defendant shall provide written proof of successful completion of these CLE courses to the State Bar within ten days of completing the course;

g. Defendant timely submits his annual Continuing Legal Education ("CLE") report form to the CLE Department of the North Carolina State Bar each year of the stay and contemporaneously sends a copy of the

CLE report form to the Office of Counsel of the State Bar to document compliance. "Timely" means by the date specified by the CLE department as the date by which members must submit their annual report forms to avoid assessment of a $75.00 late filing penalty. Defendant must ensure the Office of Counsel receives a copy of his annual CLE report form no later than 15 days after it is due to the CLE department of the State Bar each year;

h. Defendant pays all Membership dues and Client Security Fund assessments and complies with all CLE requirements on a timely basis;

i. Defendant keeps his address of record with the State Bar current, accepts all certified mail from the State Bar, and responds to all letters of notice and requests for information from the State Bar by the deadlines stated in the communication;

j. Defendant does not violate any of the Rules of Professional Conduct in effect during the period of the stay;

k. Defendant does not violate any laws of the State of North Carolina or of the United States during the period of the stay; and

l. Defendant pays all costs and administrative fees of this proceeding as assessed by the Secretary within ninety (90) days after service of the notice of costs on him, or as may be extended by the panel for good cause shown by Defendant.

3. If Defendant fails to comply with any one or more of the conditions of the stay of his suspension provided in paragraphs 2(a)-2(l) above, the stay of suspension may be lifted in accordance with 27 N.C.A.C. 1B § .0118(a).

4. Defendant's obligations under this Order end after the applicable period of the stay provided there are no motions or show cause proceedings pending alleging lack of compliance with the conditions of the stay of the suspension. Pursuant to 27 N.C.A.C. 1B § .0118(b), the DHC retains jurisdiction until all conditions of the stay of the suspension have been met. If a motion or show cause proceeding alleging lack of compliance with the conditions for the stay of the suspension is pending when the period of the stay of the suspension would otherwise have terminated, the DHC retains the jurisdiction and ability to lift the stay of the suspension and activate the remaining portion of the suspension in whole or in part if it finds that any of the conditions of the stay have not been met. The stay of the suspension and Defendant's obligation to comply with the conditions for the stay will continue until resolution of any such pending motion or the show cause proceeding.

5. If the stay of the suspension is lifted and the remaining period of suspension is activated for any reason, the following conditions are placed upon Defendant's reinstatement to active status. With any petition Defendant files for reinstatement to active

practice, Defendant must demonstrate by clear, cogent, and convincing evidence that he complied with each of the following conditions:

a. Complied with 2(g)-2(k) above;

b. Submitted her license and membership card to the Secretary of the State Bar no later than 30 days from the effective date of the order activating her suspension;

c. Complied with all provisions of 27 N.C.A.C. 1B § .0128 on a timely basis;

d. Complied with all provisions of 27 N.C.A.C. 1B § 0129(b);

e. Not have violated any of the Rules of Professional Conduct;

f. Not have violated any laws of the State of North Carolina or of the United States; and

g. Paid all costs of this proceeding as assessed by the Secretary within ninety (90) days after service of the notice of costs on him, or as may be extended by the panel for good cause shown by Defendant.

6. Defendant is taxed with the administrative fees and costs of this action as assessed by the Secretary, which shall be paid within ninety (90) days of service of the notice of costs upon Defendant, or as may be extended by the panel for good cause shown by Defendant.

7. Nothing in this Order shall prohibit the State Bar from investigating and, if necessary, pursuing disciplinary action against Defendant for additional misconduct discovered or reported which occurred during the same time period as the conduct addressed in this Order.

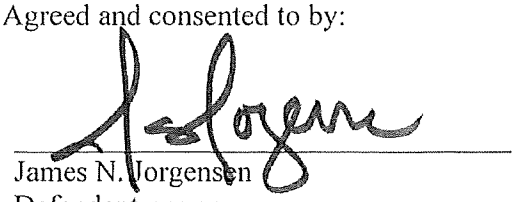
Signed by the undersigned Hearing Panel Chair with the consent of the other Hearing Panel members.

This the 7th day of September 2018.

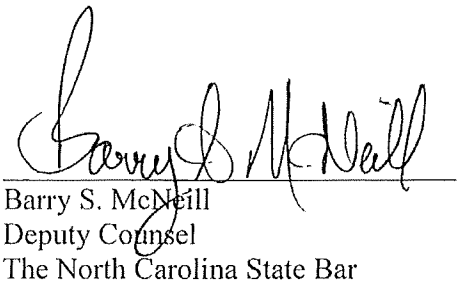
R. Lee Farmer

R. Lee Farmer, Chair
Disciplinary Hearing Panel

Agreed and consented to by:



James N. Jorgensen
Defendant *pro se*



Barry S. McNeill
Deputy Counsel
The North Carolina State Bar