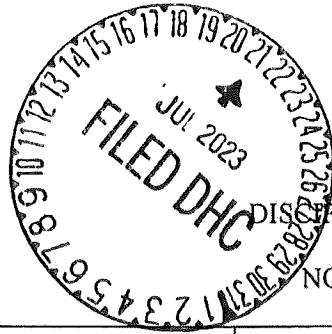


NORTH CAROLINA

WAKE COUNTY



BEFORE THE  
 DISCIPLINARY HEARING COMMISSION  
 OF THE  
 NORTH CAROLINA STATE BAR  
 22 DHC 20

THE NORTH CAROLINA STATE BAR,  
 Plaintiff  
 v.  
 SUZANNE ALICIA NELSON, Attorney,  
 Defendant

CONSENT ORDER  
 OF DISCIPLINE

This matter came before the undersigned Chair of the Disciplinary Hearing Commission composed of Margaret M. Hunt, Chair, and members, DeWitt F. McCarley and Jane B. Weathers. Alex G. Nicely and Elizabeth S. Foley represented Plaintiff, the North Carolina State Bar. Defendant, Suzanne A. Nelson, represented herself *pro se*. Defendant waives a formal hearing in this matter. The parties stipulate and agree to the findings of fact and conclusions of law recited in this Order, and consent to the discipline imposed by this Order. By consenting to the entry of this Order, Defendant knowingly, freely, and voluntarily waives her right to appeal this consent order or to challenge in any way the sufficiency of the findings and conclusions herein.

Based on the pleadings and the stipulated facts, and with the consent of the parties, the Hearing Panel hereby finds by clear, cogent, and convincing evidence the following:

**FINDINGS OF FACT**

1. Plaintiff, the North Carolina State Bar ("Plaintiff" or "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, Suzanne Alicia Nelson ("Defendant"), was admitted to the North Carolina State Bar on August 27, 2002, and is, and was at all times referred to herein, an attorney at law licensed to practice in North Carolina, subject to the laws of the State of North Carolina, the Rules and Regulations of the North Carolina State Bar and the Rules of Professional Conduct.

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

4. Between February 1, 2017 and September 17, 2018, Defendant was a partner in the law firm of Nelson & Nelson, PLLC, d/b/a/ Nelson Law and Nelson Family Law (hereinafter, "Nelson Family Law") in Raleigh, Wake County, North Carolina.

5. Between September 17, 2018 and August 14, 2019, Defendant was employed as a senior associate attorney at McIlveen, PLLC, d/b/a McIlveen Family Law Firm (hereinafter, "MFL") in Raleigh, Wake County, North Carolina.

#### **Representation of Client V.J.**

6. On May 17, 2017, V.J. retained Defendant and Nelson Family Law to represent him in a domestic case.

7. V.J. executed a fee agreement with Defendant which set forth the scope of the representation and the basis of the legal fee and expenses for which V.J. would be responsible.

8. V.J. agreed to pay Defendant a total of \$4,000.00 for representation in the domestic case.

9. According to the representation agreement, Defendant's legal fee included representation at two preliminary hearings and a final hearing in the domestic case.

10. On May 17, 2017, Defendant collected \$4,000.00 from V.J.

11. On August 24, 2017, Defendant told V.J. that she typically charges more for out-of-county cases and asked that he make another \$1,500.00 payment to Defendant for legal fees.

12. On that same day, collected \$1,500.00 from V.J.

13. On September 18, 2017, Defendant filed a complaint for temporary and permanent custody on V.J.'s behalf in Craven County file number 17-CVD-1254.

14. After filing the complaint, Defendant failed to reasonably communicate with V.J. about his case and failed to perform any meaningful work on V.J.'s behalf.

15. On November 8, 2017, the opposing party in file 17-CVD-1254 filed a motion to dismiss.

16. Defendant did not file a response in opposition to the motion to dismiss.

17. The opposing party's motion to dismiss was set for hearing on January 16, 2018.

18. Defendant did not notify V.J. of the January 16, 2018 hearing.

19. Neither Defendant nor V.J. appeared at the January 16, 2018 hearing.

20. After Defendant failed to appear at the January 16, 2018 hearing, opposing counsel called Defendant on her cell phone. Defendant indicated to opposing counsel that she did not object to the motion to dismiss being heard in Defendant's absence.

21. The Court granted the opposing party's motion to dismiss and entered an order dismissing V.J.'s complaint.

22. Defendant did not inform V.J. that she failed to appear in court on his behalf or that his complaint had been dismissed.

23. Between March and May 2018, Defendant failed to respond to several of V.J.'s telephone and email requests for information and failed to keep V.J. reasonably informed about the status of his case.

24. After August 2018, Defendant stopped communicating with V.J. altogether.

25. Defendant did not fully perform the services for which she was retained.

26. Defendant did not earn the entire \$5,500.00 that she collected from V.J.

27. In August 2019, V.J. requested a refund of the money that he paid to Defendant.

28. Defendant did not refund any of the money that she collected from V.J.

#### **Representation of Client K.R.**

29. In December 2017, K.R. retained Defendant and Nelson Family Law to represent her in termination of parental rights ("TPR") and adoption cases regarding K.R.'s niece and nephew.

30. Defendant and K.R. executed a fee agreement which set forth the scope of Defendant's representation and the basis of the legal fee and expenses for which K.R. would be responsible.

31. K.R. paid Defendant a total of \$7,950.00 for the representation.

32. Between October 2018 and August 2019, K.R. made numerous inquiries of Defendant regarding the status of her cases.

33. Defendant failed to promptly respond to many of K.R.'s inquiries about the status of her cases.

34. Despite collecting a total of \$7,950.00 from K.R., Defendant never filed petitions for termination of parental rights or petitions for adoption on K.R.'s behalf.

35. Defendant did not inform K.R. that she failed to file the petitions on K.R.'s behalf.

36. Instead, Defendant knowingly made misrepresentations to K.R. regarding the status of her adoption cases. Specifically, Defendant stated that she had filed K.R.'s adoption petitions and that she was simply "[w]aiting on signatures at this point."

37. On August 27, 2019, K.R. contacted the Wake County Clerk of Court's office and was told that no adoption petitions had been filed on her behalf. That same day, K.R. sent Defendant an email asking that she contact K.R. regarding her cases.

38. On September 1, 2019, Defendant misrepresented to K.R. that her case had been filed.

39. On September 2, 2019, Defendant misrepresented to K.R. that she had filed adoption petitions on K.R.'s behalf.

40. On September 3, 2019, K.R. requested a full refund of all monies paid.

41. Despite failing to file adoption and TPR petitions on K.R.'s behalf and otherwise failing to perform the services for which she was retained, Defendant did not refund any of the \$7,950.00 that she collected from K.R.

#### **Representation of Client K.M.**

42. On January 16, 2018, K.M. retained Defendant and Nelson Family Law for representation in a domestic matter.

43. Pursuant to Defendant's representation agreement with K.M., Defendant was to draft and negotiate a separation agreement on K.M.'s behalf. However, in the event that a separation agreement could not be reached between K.M. and her husband, Defendant was to file a complaint for divorce, child support, alimony and post-separation support.

44. Defendant emailed K.M. a draft separation agreement on April 26, 2018.

45. On May 9, 2018, K.M. sent Defendant an email in which she asked questions and expressed concerns about the separation agreement drafted by Defendant.

46. Defendant failed to timely respond to K.M.'s May 9, 2018 email.

47. Between May 10, 2018 and October 23, 2018, Defendant failed to respond to numerous other email and voicemail messages from K.M. in which K.M. requested status updates and other information about her case.

48. Defendant failed to negotiate a separation agreement with K.M.'s husband.

49. Notwithstanding the terms of her representation agreement with K.M., Defendant also failed to file a complaint for divorce, child support, alimony and post-separation support on K.M.'s behalf.

50. In September 2018, Defendant ceased all communication with K.M. In so doing, Defendant effectively terminated the representation.

#### **Representation of Client Y.H.**

51. On or about February 7, 2018, Y.H. retained Defendant and Nelson Family Law for representation in a child custody hearing.

52. Y.H. paid Defendant's \$2,500.00 legal fee at the outset of the representation.

53. On or about February 7, 2018, Defendant filed a calendar request with the Wake County Clerk of Court, asking that Y.H.'s case be set for hearing.

54. After filing the calendar request, Defendant failed to perform sufficient work to earn the entire \$2,500.00 legal fee that she collected from Y.H.

55. Y.H.'s case was set for hearing and continued on three separate occasions.

56. Y.H. asked Defendant to subpoena witnesses in advance of the three hearing dates.

57. Despite Y.H.'s request, Defendant failed to subpoena witnesses for any of the three hearing dates.

58. During the course of the representation, Defendant failed to promptly respond to several of Y.H.'s reasonable requests for information about her case.

59. Y.H. terminated Defendant's representation of her based on a dissatisfaction with Defendant's legal services.

60. Y.H. represented herself at the child custody hearing and was unable to obtain a favorable outcome.

61. Y.H. asked Defendant to provide her with a statement of all work performed pursuant to the representation.

62. Defendant did not provide Y.H. with a statement of all work performed pursuant to the representation.

63. Y.H. asked Defendant for a refund of the \$2,500.00 legal fee.

64. Defendant did not refund any portion of the fee paid by Y.H.

#### **Representation of Client N.P.**

65. On or about April 16, 2018, N.P. retained Defendant and Nelson Family Law for representation in Wake County file number 17-CVD-601905, a case in which N.P. was seeking a domestic violence protective order ("DVPO") against her husband.

66. During the course of the representation, N.P. became dissatisfied with Defendant's handling of her DVPO case.

67. On August 8, 2018, N.P. terminated Defendant's representation, requested the return of her client file, and asked that Defendant withdraw as counsel in file 17-CVD-601905.

68. Defendant did not return N.P.'s client file and did not timely withdraw as counsel in file 17-CVD-601905.

69. In a September 19, 2018 email, N.P. reminded Defendant that she still had not returned N.P.'s client file or withdrawn as counsel in file 17-CVD-601905.

70. Notwithstanding this reminder, Defendant failed to return N.P.'s client file and failed to timely withdraw as counsel in file 17-CVD-601905.

#### **Representation of Client B.P.**

71. On or about March 27, 2018, B.P. retained Defendant and Nelson Family Law for representation in a child custody matter.

72. Defendant agreed to file a motion to modify custody on B.P.'s behalf and to pursue a civil contempt order against the mother of B.P.'s child for failing to comply with a valid custody order.

73. B.P. paid Defendant \$2,500.00 for the representation.

74. Defendant filed a motion for contempt on April 12, 2018 and calendared a hearing on the motion for June 18, 2018.

75. The District Court Judges' Conference was scheduled for the week of June 18, 2018. As a result, B.P.'s motion for contempt was not heard.

76. Defendant failed to re-calendar the hearing on B.P.'s motion for contempt.

77. Defendant never filed a motion to modify custody on B.P.'s behalf.

78. During the representation, Defendant failed to promptly respond to several of B.P.'s reasonable requests for information about his case.

79. On July 10, 2018, B.P. sent Defendant an email in which he expressed concerns about the representation, asked Defendant for a billing statement and requested a refund of all unearned fees.

80. In a July 18, 2018 response, Defendant terminated her representation of B.P. and stated the following: "Refunds take up to 90 days to process. I will keep you posted on when it is available."

81. Despite making this statement to B.P., Defendant did not refund any portion of B.P.'s paid legal fee.

82. Defendant did not provide B.P. with a billing statement as requested.

#### **Representation of Client V.G.**

83. On or about June 1, 2018, V.G. received a letter stating that she would soon be the defendant in a forthcoming alienation of affection and criminal conversation action ("alienation of affection action") filed by J.R.J. According to the letter, the alienation of affection action was based on an alleged relationship between V.G. and J.R.J.'s husband, L.J.

84. On or about June 8, 2018, Defendant spoke with V.G. about representing her in the forthcoming alienation of affection action. V.G. informed Defendant that the forthcoming action arose from an alleged extra-marital relationship between V.G. and L.J.

85. On or about June 18, 2018, Defendant held an in-person consultation with V.G. and L.J.

86. During the consultation, V.G. provided Defendant with a copy of the letter she received on June 1, 2018.

87. During the consultation, L.J. informed Defendant that J.R.J. had filed an alimony, equitable distribution and post-separation support action against him.

88. Defendant agreed to represent V.G. in relation to the alienation of affection action and L.J. in the alimony, equitable distribution and post-separation support action.

89. Defendant engaged in the representation of both V.G. and L.J., despite knowing that her representation of each client was materially limited by her responsibilities to the other

client. She did not obtain informed consent, confirmed in writing, from both clients to proceed with the representation notwithstanding this conflict of interest.

90. V.G. paid Defendant a total of \$1,900.00 to represent her in the alienation of affection action.

91. After accepting V.G.'s money, Defendant failed to perform any meaningful work on V.G.'s behalf.

92. While representing V.G., Defendant failed to respond to several of V.G.'s telephone calls and an email request for information about her case.

93. In December 2018, J.R.J. served V.G. with the alienation of affection complaint.

94. V.G. went to Nelson Family Law to speak with Defendant about the alienation of affection complaint, only to discover that Defendant had closed her law office.

95. V.G. was only able to obtain Defendant's new contact information after contacting the State Bar.

96. After obtaining Defendant's new contact information, V.G. arranged an in-person meeting with Defendant.

97. During the in-person meeting, Defendant terminated her representation of V.G., telling V.G. that it would no longer be a good idea for Defendant to represent both V.G. and L.J.

98. In January 2019, V.G. requested a full refund of the money that she paid to Defendant.

99. Defendant did not refund any portion of V.G.'s paid legal fee.

#### **Representation of Client S.L.**

100. On July 18, 2018, S.L. retained Defendant and Nelson Family Law for representation in a domestic matter involving divorce, child support, alimony and post-separation support.

101. In exchange a legal fee, Defendant agreed to file a complaint for alimony, post-separation support and child support, and to pursue a divorce on S.L.'s behalf.

102. Defendant also agreed to represent S.L. at two preliminary hearings and a final hearing in the domestic matter.

103. Between July 20, 2018 and July 24, 2018, Defendant collected a total of \$2,250.00 from S.L.

104. The following week, S.L. asked Defendant about the status of her case.

105. Defendant stated that, within one week's time, she would prepare documentation to be served on S.L.'s husband and would provide the same to S.L. for her review and signature.

106. Defendant did not provide S.L. with the promised documentation within one week's time or any time thereafter.

107. S.L. followed up with Defendant by telephone and email, but Defendant did not respond to S.L.'s communication attempts.

108. Defendant did not file or attempt to serve a complaint for alimony, post-separation support and child support on S.L.'s behalf.

109. Defendant did not file or attempt to serve a complaint for divorce on S.L.'s behalf.

110. In fact, after collecting \$2,250.00 from S.L., Defendant failed to complete any meaningful work on S.L.'s behalf.

111. Between September 18, 2018 and September 26, 2018, S.L. sent Defendant multiple emails and a letter in which she expressed frustration with Defendant's lack of communication and requested a full refund of the \$2,250.00 paid.

112. Defendant did not respond to S.L.'s emails or her letter.

113. On October 3, 2018, S.L. terminated Defendant's representation of her and again requested a full refund of the money that she paid to Defendant.

114. Despite failing to perform any meaningful work on S.L.'s behalf, Defendant did not refund any of the \$2,250.00 that she collected from S.L.

#### **Defendant's Employment at McIlveen Family Law**

115. From January 2015 until September 17, 2018, Defendant was a partner at Nelson Family Law.

116. As set out in paragraphs 29 through 41 above, K.R. retained Defendant in December 2017 for representation in adoption and termination of parental rights cases. K.R. paid Defendant's agreed upon fee of \$3,500.00 at the outset of the representation.

117. In August 2018, Defendant demanded, and K.R. agreed to provide, an additional \$3,500.00 payment for legal fees to continue with the representation.

118. On or about September 3, 2018, Defendant applied for a full-time, salaried position as a senior associate attorney with MFL.

119. Angela McIlveen, a partner at MFL, interviewed Defendant for the senior associate attorney position on or about September 7, 2018.

120. During the interview, Defendant told Angela McIlveen that she would have five Nelson Family Law client matters still open when she began working at MFL. Defendant also claimed that she was unable to transfer any funds to MFL for future representation in those matters because Defendant had already spent the legal fees received from those clients.

121. Unbeknownst to Angela McIlveen, Defendant had at least twenty-five Nelson Family Law client matters open at the time of her interview with Angela McIlveen on September 7, 2018.

122. Defendant did not disclose to Angela McIlveen or MFL that K.R. had recently agreed to pay Defendant an additional \$3,500.00 as compensation for Defendant's ongoing representation of K.R. in her adoption cases.

123. Angela McIlveen told Defendant that she could complete her five Nelson Family Law client matters while working at MFL.

124. Defendant and Angela McIlveen agreed that the five clients would remain Defendant's clients, but they would not sign new representation agreements with MFL or become clients of MFL.

125. On September 9, 2018, Defendant formally accepted an offer of employment with MFL and agreed to begin working at the new law firm on September 17, 2018.

126. On September 11, 2018, Defendant sent K.R. an email in which she inquired about the status of K.R.'s second \$3,500.00 payment.

127. On September 17, 2018, Defendant closed her law office at Nelson Family Law.

128. Defendant also filed Articles of Dissolution with the North Carolina Secretary of State formally dissolving Nelson Family Law, effective September 17, 2018.

129. At the time Defendant closed her law office and dissolved her practice at Nelson Family Law, she had at least twenty-five open client matters from Nelson Family Law.

130. Defendant failed to provide many of her clients, including clients V.J., K.R., K.M., Y.H., V.G and S.L., with reasonable notice that she was closing her law office at Nelson Family Law.

131. Defendant failed to notify many of her clients, including clients V.J., K.R., K.M., Y.H., V.G and S.L., of Nelson Family Law's dissolution and of the clients' right to freely choose counsel upon the law firm's dissolution.

132. Defendant changed her email address and telephone number but failed to supply many of her Nelson Family Law clients, including clients V.J., K.R., K.M., V.G and S.L., with her updated contact information.

133. Defendant began working at MFL on September 17, 2018. On that same day, Defendant collected \$3,500.00 from K.R. as compensation for Defendant's ongoing representation of K.R. in her adoption cases.

134. While employed at MFL, Defendant continued to represent K.R. without MFL's knowledge or authorization.

135. Defendant did not inform MFL that she collected \$3,500.00 from K.R. on September 17, 2018.

136. Defendant did not provide any portion of K.R.'s paid legal fee to MFL.

137. During Defendant's first week at MFL, Angela McIlveen asked Defendant to provide a list of her open client matters from Nelson Family Law for conflict checking purposes.

138. Defendant did not provide the requested list to MFL, nor did she disclose to MFL the extent of her Nelson Family Law caseload.

139. On November 8, 2018, Angela McIlveen asked Defendant to enter her Nelson Family Law client matters into MFL's case management system for conflict checking purposes.

140. Defendant entered some, but not all, of her Nelson Family Law client matters into MFL's case management system.

141. The number of open client matters that Defendant brought with her to MFL greatly exceeded the number of client matters that she disclosed to her employer.

142. In addition to K.R., Defendant represented several other Nelson Family Law clients without MFL's knowledge or authorization.

143. Defendant sent emails to some of her Nelson Family Law clients using her MFL email address, identifying herself as a senior associate attorney of MFL in the emails. In so doing, Defendant gave those Nelson Family Law clients the wrong impression that they were clients of MFL.

144. Defendant also identified herself as an MFL attorney in legal documents that she prepared on behalf of her Nelson Family Law clients. In so doing, Defendant gave the wrong impression that MFL represented her Nelson Family Law clients.

#### **Representation of Client L.H.**

145. On or about December 21, 2018, L.H. retained Defendant and MFL for representation in an alienation of affection and criminal conversation case ("alienation of affection case").

146. On February 13, 2019, Defendant filed a complaint for alienation of affection and criminal conversation on L.H.'s behalf.

147. On March 15, 2019, Defendant filed an amended complaint for alienation of affection and criminal conversation on L.H.'s behalf.

148. On or about April 12, 2019, the opposing party served Defendant with an answer and counterclaim in the alienation of affection case.

149. That same day, the opposing party served Defendant with interrogatories, requests for production of documents and requests for admissions (collectively, "discovery requests").

150. Defendant and L.H. were required to respond to the discovery requests by May 15, 2019.

151. Defendant waited until April 30, 2019 to email the discovery requests to L.H.

152. Defendant failed to inform L.H. that he was obligated to respond to the discovery requests by May 15, 2019.

153. Defendant failed to timely respond to the discovery requests and failed to file a motion for extension of time to respond to the discovery requests.

154. Due to Defendant's failure to timely respond to the discovery requests, the opposing party's requests for admissions were deemed admitted.

155. On or about June 7, 2019, the opposing party served Defendant with formal notice that the requests for admissions had been deemed admitted.

156. Defendant did not inform L.H. that the requests for admissions had been deemed admitted.

157. On July 8, 2019, L.H. terminated Defendant's representation of him based on his dissatisfaction with Defendant's legal services.

158. On July 9, 2019, the opposing party filed a motion for summary judgment in the alienation of affection case based in part on Defendant's failure to respond to the opposing party's requests for admissions.

159. On July 10, 2019, L.H. retained new counsel for representation in the alienation of affection case. L.H.'s new counsel informed him that the opposing party's requests for admissions had been deemed admitted and that the opposing party had filed a motion for summary judgment as a result.

160. After consulting with his new attorney about the status of his claims, L.H. determined it was no longer in his best interests to proceed with the alienation of affection case and he voluntarily dismissed the case.

#### **Representation of Client T.S.**

161. On or about April 29, 2019, T.S. hired Defendant and MFL for representation in multiple domestic cases, including T.S.'s child custody case, Orange County file number 15-CVD-1056 ("the custody case").

162. On June 10, 2019, Defendant filed a motion for change of venue on T.S.'s behalf in the custody case.

163. On or about June 27, 2019, the opposing party filed multiple motions in the custody case.

164. A hearing on the parties' motions in the custody case was set for August 6, 2019.

165. Defendant appeared at the August 6, 2019 hearing and argued on T.S.'s behalf.

166. The Court denied T.S.'s motion for change of venue.

167. At the conclusion of the August 6, 2019 hearing, Defendant asked the presiding judge to allow her to withdraw as T.S.'s counsel of record in the custody case.

168. Defendant did not notify T.S. prior to the August 6, 2019 hearing that she intended to withdraw as counsel.

169. The Court denied Defendant's request to withdraw as T.S.'s counsel and continued the custody case to August 23, 2019.

170. On the evening of August 6, 2019, Defendant emailed T.S. a proposed Motion to Withdraw and asked that he sign the motion.

171. In an August 7, 2019 email, Defendant told T.S. that she would not continue to represent him and was withdrawing from his case.

172. In an August 9, 2019 response, T.S. told Defendant that he would not consent to her withdrawal because he did not have sufficient time to employ new counsel before the August 23, 2019 court date.

173. Between August 10, 2019 and August 22, 2019, T.S. sent Defendant numerous emails in which he requested information and documentation about his cases.

174. Defendant failed to respond to T.S.'s email requests for information and documentation.

175. Defendant appeared in court on August 23, 2019, at which time the Court granted her Motion to Withdraw from the custody case.

#### **Failure to Respond to Fee Dispute Resolution**

176. Clients S.L., V.G., Y.H. and L.H. filed with the State Bar Petitions for Resolution of Disputed Fees, which were assigned fee dispute file numbers 18FD0457, 19FD0059, 19FD0111 and 20FD0303.

177. Defendant was properly served with Letters of Notice regarding fee dispute files 18FD0457, 19FD0059, 19FD0111 and 20FD0303.

178. Defendant was required to submit a written, signed response to each Letter of Notice within fifteen days of service. Defendant was also required to participate in good faith in the fee dispute resolution process, including timely responding to all requests for information from the fee dispute resolution facilitator and participating in fee dispute mediation.

179. In file 18FD0457, Defendant failed to timely respond to requests for information from the fee dispute resolution facilitator and failed to attend a scheduled fee dispute mediation.

180. Defendant was served with the Letter of Notice regarding file 19FD0059 on February 20, 2019.

181. Defendant failed to submit a written, signed response to the Letter of Notice in file 19FD0059 within fifteen days of service and failed to timely respond to follow-up requests for information from the fee dispute resolution facilitator.

182. In file 19FD0111, Defendant failed to timely respond to follow-up requests for information from the fee dispute resolution facilitator.

183. Defendant was served with the Letter of Notice in file 20FD0303 on October 29, 2020.

184. Defendant failed to submit a written, signed response to the Letter of Notice in file 20FD0303 within fifteen days of service and failed to timely respond to a follow-up request for information from the fee dispute resolution facilitator.

### State Bar Grievance Matters

185. Based in part upon the information referenced in paragraphs 6 through 184 above, the State Bar opened eleven grievance files against Defendant, file numbers 19G0138, 18G1244, 19G0047, 19G0848, 19G0889, 19G0890, 19G0910, 19G0914, 19G0951, 19G1070, and 19G1121 (collectively, “the eleven grievance files”).

186. In each of the eleven grievance files, Defendant was properly served with a Letter of Notice which informed her of the allegations against her. Defendant was required to provide a signed, written response to each Letter of Notice that included a full and fair disclosure of all facts and circumstances surrounding the alleged misconduct and to provide such written response within fifteen days of service of the Letter of Notice upon her.

187. In her response to the Letter of Notice in file 19G0138, which concerned her representation of client B.P., Defendant knowingly misrepresented that the scope of her representation of B.P. had been limited to filing a motion for contempt, when in fact B.P. retained Defendant to file a motion to modify custody and to pursue a motion for contempt on B.P.’s behalf. B.P. understood the scope of the contract to include both matters.

188. Defendant was properly served with the Letter of Notice in file 18G1244 on May 31, 2019. In the Letter of Notice, the State Bar set forth the substance of the allegations against Defendant and asked her to provide information and documentation related to the grievance matter.

189. Defendant failed to respond to the Letter of Notice in file 18G1244 within fifteen days of service.

190. On July 5, 2019, Defendant responded to the Letter of Notice in file 18G1244.

191. When Defendant responded to the Letter of Notice in file 18G1244, she said, “[K.M.] dropped all communication with me and basically disappeared.” Defendant further stated in her response that she did not hear from K.M. about her case after April 2, 2018.

192. Defendant’s statements set out in paragraph 191 above were knowing misrepresentations. K.M. did not drop all communication with Defendant or disappear. Rather, K.M. sent Defendant at least ten emails after April 2, 2018 in which she requested status updates and other information about her case.

193. When responding to the Letter of Notice in file 18G1244, Defendant failed to provide some of the information and documentation requested by the State Bar in its Letter of Notice.

194. Defendant was served with the Letter of Notice in grievance file 19G0047 on August 8, 2019.

195. Defendant failed to respond to the Letter of Notice in file 19G0047 within fifteen days of service.

196. The State Bar mailed Defendant a follow-up letter on September 5, 2019, reminding her that her response was past due. Later that month, the State Bar emailed Defendant another copy of the Letter of Notice in file 19G0047.

197. Defendant did not fully or timely respond to either of the State Bar's September 2019 communications regarding file 19G0047.

198. On January 30, 2020, Defendant was properly served with Letters of Notice in grievance files 19G0848, 19G0889, 19G0890, 19G0910, 19G0914, 19G0951, 19G1070 and 19G1121. In each Letter of Notice, the State Bar set forth the substance of the allegations against Defendant and asked her to provide information and documentation related to the grievance matter.

199. Defendant failed to respond to the Letters of Notice in files 19G0848, 19G0889, 19G0890, 19G0910, 19G0914, 19G0951, 19G1070 and 19G1121 within fifteen days of service.

200. On March 11, 2020, the State Bar mailed a follow-up letter to Defendant's address of record with the State Bar and to Defendant's last known home address. In the letter, the State Bar reminded Defendant that her responses were past due and asked that Defendant submit her overdue responses by March 26, 2020.

201. Defendant did not submit her overdue responses by March 26, 2020.

202. The State Bar sent Defendant an email on May 11, 2020, reiterating her obligation to respond to the Letters of Notice in files 19G0047, 19G0848, 19G0889, 19G0890, 19G0910, 19G0914, 19G0951, 19G1070 and 19G1121.

203. On June 7, 2020, Defendant sent six emails to the State Bar in which she partially addressed the misconduct alleged in files 19G0047, 19G0848, 19G0890, 19G0910, 19G1070 and 19G1121. Defendant's responses did not contain her signature.

204. On June 29, 2020, Defendant submitted signed responses to the Letters of Notice in files 19G0047, 19G0848, 19G0889, 19G0890, 19G0910, 19G0914, 19G0951, 19G1070 and 19G1121.

205. In her response to the Letter of Notice in file 19G1121, Defendant stated the following about her representation of client K.R.: "She retained me for the adoption for \$7000. It was \$3500 per child because there would be two filings."

206. Defendant's statements set out in paragraph 205 above were knowing misrepresentations. K.R. retained Defendant and paid her \$3,500.00 for representation in termination of parental rights and adoption matters regarding both K.R.'s niece and K.R.'s nephew. Defendant's written fee agreement with K.R. did not mention a separate \$3,500.00 legal fee, nor did it indicate that Defendant's representation of K.R. was limited to a single child or a single filing.

207. When responding to the Letters of Notice in files 19G0047, 19G0848, 19G0889, 19G0890, 19G0910, 19G0914 and 19G0951, Defendant failed to provide some of the information and documentation requested by the State Bar in its Letters of Notice for those seven grievance matters.

#### **Representation of Client K.G.**

208. K.G. retained Defendant for representation in a child custody and guardianship matter.

209. K.G. paid Defendant a total of \$3,500.00 for the representation.

210. On February 22, 2018, Defendant emailed K.G. a document entitled "Complaint for Custody," which was incomplete and primarily contained boilerplate language.

211. That same day, K.G. sent Defendant an email in which she stated the following: "Please do not go forward with seeking guardianship for me."

212. Despite collecting \$3,500.00 from K.G., Defendant did not file a complaint for custody on K.G.'s behalf and failed to perform any other meaningful work on K.G.'s case.

213. In a June 12, 2018 email, K.G. notified Defendant that she no longer wanted to proceed with the custody action.

214. Defendant did not respond to K.G.'s June 12, 2018 email.

215. Between July and September 2018, Defendant failed to respond to several of K.G.'s email and voicemail requests for information about her case.

216. In an August 22, 2018 email, K.G. asked Defendant to provide a refund of all unearned fees.

217. Defendant did not refund the unearned portion of K.G.'s paid fee.

218. K.G. attempted to contact Defendant again by email in October 2018, but she received a notification that Defendant's Nelson Family Law email account could no longer be found.

219. Unbeknownst to K.G., Defendant closed her law office at Nelson Family Law on September 17, 2018 and began working at a new law firm.

220. Defendant also filed Articles of Dissolution with the North Carolina Secretary of State formally dissolving Nelson Family Law, effective September 17, 2018.

221. Defendant failed to notify K.G. that she closed her law office and failed to provide K.G. with her updated contact information.

222. Defendant failed to notify K.G. of Nelson Family Law's dissolution and of K.G.'s right to freely choose counsel upon the law firm's dissolution.

#### **Failure to Respond**

223. Based in part upon the information referenced in paragraphs 208 through 222 above, the State Bar opened a grievance file against Defendant, file number 22G0648.

224. Defendant accepted service of the Letter of Notice in file 22G0648 on June 24, 2022.

225. In the Letter of Notice, Defendant was asked to provide the State Bar with various records related to the grievance in file 22G0648.

226. When responding to the Letter of Notice in file 22G0648, Defendant failed to provide some of the records requested by the State Bar.

Based upon the foregoing Findings of Fact and with the consent of the parties, the Hearing Panel makes the following:

### CONCLUSIONS OF LAW

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

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

A. Pursuant to N.C. Gen. Stat. § 84-28(b)(2) in that Defendant violated the Rules of Professional Conduct in effect at the time of the conduct as follows:

- (1) By collecting a legal fee from V.J. to represent him at multiple hearings in a domestic case and then failing to perform the legal services for which she was paid, failing to file a response to the opposing party's motion to dismiss in V.J.'s domestic case, and failing to appear at the January 16, 2018 hearing on V.J.'s behalf, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (2) By failing to respond to V.J.'s telephone and email requests for information, failing to notify V.J. of the January 16, 2018 hearing, failing to inform V.J. that Defendant failed to appear the January 16, 2018 hearing, and failing to inform V.J. that his complaint in the domestic case had been dismissed, Defendant failed to keep her client informed about the status of the matter in violation of Rule 1.4(a)(3), failed to promptly comply with reasonable requests for information in violation of Rule 1.4(a)(4) and failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation in violation of Rule 1.4(b);
- (3) By charging and collecting \$5,500.00 from V.J. and failing to refund the unearned portion of V.J.'s paid fee, Defendant charged and collected a clearly excessive fee in violation of Rule 1.5(a) and failed to protect her client's interests upon termination of the representation in violation of Rule 1.16(d);
- (4) By collecting a legal fee from K.R. to file adoption and TPR petitions on K.R.'s behalf and then failing to perform the services for which she was retained, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (5) By failing to promptly respond to K.R.'s inquiries about the status of her cases and by not informing K.R. that Defendant failed to file the adoption and TPR petitions, Defendant failed to keep her client reasonably informed about the status of the matter in violation of Rule 1.4(a)(3) and failed to promptly comply with reasonable requests for information in violation of Rule 1.4(a)(4);

- (6) By misrepresenting to K.R. that Defendant had filed the adoption petitions, Defendant engaged in conduct involving misrepresentation that reflects adversely on her fitness as a lawyer in violation of Rule 8.4(c);
- (7) By charging and collecting \$7,950.00 in fees from K.R. and then failing to refund the unearned portion of K.R.'s paid fee, Defendant charged and collected a clearly excessive fee in violation of Rule 1.5(a) and failed to protect her client's interests upon termination of the representation in violation of Rule 1.16(d);
- (8) By failing to negotiate a separation agreement with K.M.'s husband, failing to file a complaint for divorce, child support, alimony and post-separation support on K.M.'s behalf, and otherwise failing to perform the services for which she was retained, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (9) By failing to respond to K.M.'s telephone and email requests for information and status updates about her case, Defendant failed to keep her client informed about the status of the matter in violation of Rule 1.4(a)(3) and failed to promptly comply with reasonable requests for information in violation of Rule 1.4(a)(4);
- (10) By collecting a legal fee from Y.H. to represent her in a child custody hearing and then failing to perform the services for which Defendant was paid, and by failing to subpoena witnesses for three scheduled custody hearings in Y.H.'s child custody case, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (11) By failing to promptly respond to Y.H.'s reasonable requests for information about her case Defendant failed to promptly comply with reasonable requests for information in violation of Rule 1.4(a)(4);
- (12) By charging and collecting \$2,500.00 in legal fees from Y.H. and failing to refund the unearned portion of Y.H.'s paid fee upon termination of the representation, Defendant charged and collected a clearly excessive fee in violation of Rule 1.5(a) and failed to protect her client's interests upon termination of the representation in violation of Rule 1.16(d);
- (13) By failing to timely withdraw as N.P.'s counsel in Wake County file number 17-CVD-601905 after being discharged by N.P., Defendant failed to timely withdraw from the representation after being discharged by her client in violation of Rule 1.16(a)(3);
- (14) By failing to return N.P.'s client file after termination of the representation and upon N.P.'s request, Defendant failed to protect her

client's interests upon termination of the representation in violation of Rule 1.16(d);

- (15) By failing to re-calendar the hearing on B.P.'s motion for contempt in B.P.'s child custody matter and failing to file a motion to modify custody on B.P.'s behalf, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (16) By failing to promptly respond to B.P.'s reasonable requests for information about his case, Defendant failed to promptly comply with her client's reasonable requests for information in violation of Rule 1.4(a)(4);
- (17) By charging and collecting a \$2,500.00 legal fee from B.P., failing to perform the work for which she was paid, and failing to refund the unearned portion of B.P.'s paid fee, Defendant charged and collected a clearly excessive fee in violation of Rule 1.5(a) and failed to protect her client's interests upon termination of the representation in violation of Rule 1.16(d);
- (18) By engaging in the representation of both V.G. and L.J., despite knowing that Defendant's representation each client was materially limited by her responsibilities to the other client, Defendant engaged in a concurrent conflict of interest in violation of Rule 1.7(a);
- (19) By failing to respond to V.G.'s telephone calls and email requests for information about her case, Defendant failed to promptly comply with her client's reasonable requests for information in violation of Rule 1.4(a)(4);
- (20) By charging and collecting a \$1,900.00 legal fee from V.G., failing to perform any meaningful work on V.G.'s behalf, and failing to refund the unearned portion of V.G.'s paid fee, Defendant charged and collected a clearly excessive fee in violation of Rule 1.5(a) and failed to protect her client's interests upon termination of the representation in violation of Rule 1.16(d);
- (21) By collecting a legal fee from S.L. to file a complaint for alimony, post-separation support and child support and pursue a divorce on S.L.'s behalf, and then failing to perform the services for which she was retained, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (22) By failing to respond to S.L.'s telephone calls and written requests for information about her case, Defendant failed to promptly comply with her client's reasonable requests for information in violation of Rule 1.4(a)(4);

- (23) By charging and collecting \$2,250.00 in fees from S.L. to file a complaint for alimony, post-separation support and child support and pursue a divorce on S.L.'s behalf and then failing to perform the services for which she was paid and failing to refund the unearned portion of S.L.'s paid fee, Defendant charged and collected a clearly excessive fee in violation of Rule 1.5(a) and failed to protect her client's interests upon termination of the representation in violation of Rule 1.16(d);
- (24) By failing to provide her Nelson Family Law clients with reasonable notice that she was closing her law office at Nelson Family Law, by moving to a new law firm without supplying her Nelson Family Law clients with her updated contact information, by failing to notify her clients of Nelson Family Law's dissolution, and by failing to notify her clients of their right to freely choose counsel upon Nelson Family Law's dissolution, Defendant failed to promptly inform her clients of a decision or circumstance with respect to which the clients' informed consent was required in violation of Rule 1.4(a)(1), failed to reasonably consult with her clients about the means by which the clients' objectives were to be accomplished in violation of Rule 1.4(a)(2) and failed to explain a matter to the extent reasonably necessary to permit the clients to make informed decisions regarding the representation in violation of Rule 1.4(b);
- (25) By sending emails to her Nelson Family Law clients using her MFL email address and identifying herself as a senior associate attorney of MFL in those emails and by identifying herself as an MFL attorney in legal documents that she prepared on behalf of her Nelson Family Law clients, Defendant made misleading communications about her services in violation of Rule 7.1(a) and engaged in conduct involving misrepresentation in violation of Rule 8.4(c);
- (26) By not disclosing to MFL the full extent of her open client matters from Nelson Family Law, by representing Nelson Family Law clients without MFL's knowledge or authorization while she was employed at MFL, and by misrepresenting to Angela McIlveen that Defendant was unable to transfer any funds to MFL for future representation in her open Nelson Family Law client matters, Defendant engaged in conduct involving misrepresentation in violation of Rule 8.4(c);
- (27) By failing to timely respond to the discovery requests in L.H.'s alienation of affection case and failing to seek additional time to respond to the discovery requests in L.H.'s alienation of affection case, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (28) By failing inform L.H. that he was obligated to respond to discovery requests in the alienation of affection case by May 15, 2019 and failing to inform L.H. that the opposing party's requests for admissions had

been deemed admitted, Defendant failed to keep her client reasonably informed about the status of the matter in violation of Rule 1.4(a)(3);

- (29) By attempting to withdraw as counsel in T.S.'s custody case without first notifying T.S. of her intent to withdraw, Defendant failed to keep her client reasonably informed about the status of the matter in violation of Rule 1.4(a)(3) and failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation in violation of Rule 1.4(b);
- (30) By failing to respond to T.S.'s requests for information and documentation about his domestic cases between August 10, 2019 and August 22, 2019, Defendant failed to promptly comply with her client's reasonable requests for information in violation of Rule 1.4(a)(4);
- (31) By failing to timely respond to the Letters of Notice regarding files 19FD0059 and 20FD0303, failing to timely respond to requests for information from the fee dispute facilitator in files 18FD0457, 19FD0059, 19FD0111 and 20FD0303, and failing to attend a scheduled fee dispute mediation in file number 18FD0457, Defendant failed to participate in good faith in the fee dispute resolution process in violation of Rule 1.5(f);
- (32) By failing to timely respond to the Letters of Notice in files 18G1244, 19G0047, 19G0848, 19G0889, 19G0890, 19G0910, 19G0914, 19G0951, 19G1070 and 19G1121, failing to provide a full and fair disclosure of all facts and circumstances pertaining to the alleged misconduct in files 18G1244, 19G0138 and 19G1211, and failing to provide all of the information and documentation requested by the State Bar in the Letters of Notice in files 18G1244, 19G0047, 19G0848, 19G0889, 19G0890, 19G0910, 19G0914, 19G0951 and 22G0648, Defendant knowingly failed to respond to lawful demands for information from a disciplinary authority in connection with disciplinary matters in violation of Rule 8.1(b);
- (33) By failing to file a complaint for custody on K.G.'s behalf and failing to perform any meaningful work on K.G.'s case, Defendant failed to act with reasonable diligence and promptness in representing a client in violation of Rule 1.3;
- (34) By failing to promptly respond to K.G.'s inquiries about the status of her case, Defendant failed to promptly comply with her client's reasonable requests for information in violation of Rule 1.4(a)(4); and
- (35) By charging and collecting \$3,500.00 in legal fees from K.G., failing to perform work on K.G.'s behalf, and failing to refund the unearned portion of K.G.'s paid fee, Defendant charged and collected a clearly excessive fee in violation of Rule 1.5(a) and failed to protect her client's

interests upon termination of the representation in violation of Rule 1.16(d).

- B. Pursuant to N.C. Gen. Stat. § 84-28(b)(3) for failing to answer formal inquiries of the State Bar in disciplinary matters and making knowing misrepresentations to the State Bar regarding the scope of Defendant's representation of B.P. in Defendant's response to the Letter of Notice in file 19G0138, regarding a lack of communication by K.M. in Defendant's response to the Letter of Notice in file 18G1244, and regarding Defendant's fee agreement with K.R. in Defendant's response to the Letter of Notice in file 19G1211.

Based upon the Findings of Fact, Conclusions of Law, and with 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 and conclusions of law above are reincorporated as if set forth herein.
2. Defendant's conduct caused significant and foreseeable harm to her clients, who were vulnerable because they were unfamiliar with the legal process and relied upon Defendant to protect their rights. Defendant's lack of diligence and failure to adequately communicate with her clients caused significant delays in her clients' cases and impaired her clients' abilities to accomplish the goals of the representation. Defendant's failure to refund the unearned portion of her clients' paid fees resulted in significant harm to her clients, as those funds could not be used by the clients to obtain alternate representation.
3. Defendant's failure to timely and fully respond to State Bar inquiries created the potential for significant harm to the legal profession, to the public and to the administration of justice. Such conduct indicates a disregard for the regulatory authority of the State Bar and impedes the legal profession's ability to self-regulate its members.
4. Defendant was licensed in North Carolina in 2002 and has substantial experience in the practice of law. At the time of Defendant's conduct, she knew or should have known that her actions would cause significant harm to her clients and the potential for significant harm to the legal profession, the public and the administration of justice.
5. By engaging in multiple instances of client neglect, failing to communicate with her clients and failing to timely respond to State Bar inquiries, Defendant has displayed a pattern of misconduct.
6. K.G., S.L., V.G. and K.R. filed Client Security Fund claims against Defendant, due to Defendant's failure to refund any of the fees that she collected from those clients. The Client Security Fund paid K.G., S.L., V.G. and K.R. a total of \$14,100.00. In July 2021, Defendant signed a confession of judgment, admitting that she was liable to the State Bar for the \$14,100.00 in payments that the Client Security Fund made to K.G., S.L., V.G. and K.R. Defendant has yet to reimburse the \$14,100.00 to the Client Security Fund.

7. During the time period relevant to this matter, Defendant was involved in an emotionally abusive relationship with Rebecca Nelson, Defendant's ex-wife and a member of Nelson Family Law. The emotional abuse suffered by Defendant contributed in part to the misconduct described in this Order.

8. On February 4, 2020, Rebecca Nelson killed Defendant's uncle and attempted to kill both Defendant and her aunt. On April 8, 2022, Rebecca Nelson was convicted of one count of Second-Degree Murder and two counts of Assault with a Deadly Weapon with Intent to Kill Inflicting Serious Injury. These traumatic events contributed in part to Defendant's failure to respond to the State Bar's requests for information in connection with disciplinary matters on or after February 4, 2020.

9. The misconduct described in this Order occurred while Defendant was engaged in the private practice of law. Defendant is currently employed as an Assistant Public Defender, a position that she also held between the years of 2002 and 2015. The State Bar has not received any grievance complaints against Defendant during the time of her employment as an Assistant Public Defender.

10. Defendant has accepted responsibility for her misconduct by admitting to the allegations contained within the State Bar's Amended Complaint and acknowledging that her actions were in violation of the Rules of Professional Conduct.

11. Defendant has expressed remorse for her actions.

12. Defendant has no prior professional discipline with the State Bar.

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

#### **CONCLUSIONS REGARDING DISCIPLINE**

1. The Hearing Panel has considered all of the factors enumerated in 27 N.C. Admin. Code 1B.0116(f)(1) and concludes that the following factors that warrant suspension or disbarment are present:

- a) Intent of the Defendant to commit acts where the harm or potential harm is foreseeable;
- b) Circumstances reflecting on the Defendant's lack of trustworthiness or integrity;
- c) Elevation of Defendant's own interests above that of the client;
- d) Negative impact of Defendant's actions on the client's or public's perception of the profession;
- e) Impairment of the client's ability to achieve the goals of the representation;
- f) Acts of misrepresentation; and
- g) Multiple instances of failure to participate in the legal profession's self-regulation process.

2. The Hearing Panel has considered all of the factors enumerated in 27 N.C. Admin. Code 1B.0116(f)(2) and concludes that the following factor that warrants disbarment is present:

a) Acts of misrepresentation.

3. The Hearing Panel has considered all of the factors enumerated in 27 N.C. Admin. Code 1B.0116(f)(3) and concludes the following factors are applicable in this matter:

a) A pattern of misconduct;

b) Multiple offenses;

c) Effect of personal or emotional problems on the conduct in question;

d) Remorse; and

e) Vulnerability of the victims.

4. The Hearing Panel has considered issuing an admonition, reprimand or censure but concludes that such discipline would not be sufficient, as it would fail to acknowledge the seriousness of the violations committed by Defendant, would not sufficiently protect the public and would send the wrong message to attorneys and the public regarding the conduct expected of members of the Bar in this State.

5. The Hearing Panel has also considered imposing disbarment but concludes that disbarment is not necessary to protect the public in this case.

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

#### **ORDER OF DISCIPLINE**

1. Defendant, Suzanne Alicia Nelson, is hereby suspended from the practice of law for five years, effective sixty days from service of this Order upon Defendant.

2. Defendant shall surrender her law license and membership card to the Secretary of the North Carolina State Bar no later than sixty days following the effective date of this Order.

3. Defendant shall comply with all requirements of 27 N.C. Admin. Code 1B.0128, including the wind-down provisions contained therein.

4. Defendant shall file an affidavit with the Secretary of the North Carolina State Bar within ten days of the effective date of this Order, certifying she has complied with the provisions of 27 N.C. Admin. Code 1B.0128.

5. Within ten days of the effective date of this Order, Defendant shall provide the State Bar with an address and telephone number at which clients seeking return of their files can communicate with Defendant and obtain such files, and Defendant shall promptly return all files to clients upon request.

6. Defendant is taxed with the costs and administrative fees of this action as assessed by the Secretary. Defendant shall pay the costs and administrative fees within 90 days of service of the statement of costs and administrative fees upon her.

7. Defendant shall keep the State Bar Membership Department and the Office of Counsel advised of her current business and personal physical addresses, telephone numbers and e-mail addresses. Defendant's business address provided to the Membership Department and the Office of Counsel must be a street address, not a P.O. box or P.O. drawer. Defendant shall notify the Membership Department and the Office of Counsel of any changes made to her business and personal physical addresses, telephone numbers and/or e-mail addresses within ten days of such change.

8. Defendant shall timely comply with any assessments, charges or surcharges the State Bar is authorized to collect from her, including annual membership fees, all judicial district dues and assessments, and Client Security Fund assessments.

9. Defendant shall respond to all communications from any representative of the State Bar within thirty days of receipt of the communication or by the deadline stated in the communication, whichever is sooner.

10. Defendant shall participate in good faith in the State Bar's fee dispute resolution process for any petition that is pending at the time of entry of this Order or for which she received notice after the effective date of this Order.

11. Defendant shall timely comply with all State Bar continuing legal education ("CLE") requirements and pay all fees and costs assessed by the applicable deadlines.

12. Defendant shall not violate any of the Rules of Professional Conduct, the laws of the United States, or the laws of any state or local government, other than minor traffic violations, during the period of the stay.

13. Defendant shall reimburse \$3,800.00 to client V.J. within 18 months of the effective date of this Order.

14. Defendant shall reimburse \$500.00 to client Y.H. within 18 months of the effective date of this Order.

15. Defendant shall reimburse \$1,250.00 to client B.P. within 18 months of the effective date of this Order.

16. Defendant shall reimburse \$14,100.00 to the Client Security Fund within 42 months of the effective date of this Order.

17. Within 60 days of the effective date of this Order, Defendant shall undergo an evaluation by a board-certified psychiatrist, psychologist, or certified mental health counselor (collectively "Clinician") who has been approved in advance by the Office of Counsel and who has expertise in evaluating post-traumatic stress disorders. Defendant shall provide a written, signed release to the Office of Counsel authorizing the Clinician to communicate with the Office of Counsel and to release to the Office of Counsel records relating to the Clinician's evaluation of and conclusion regarding Defendant's mental health status, regarding the Clinician's treatment

recommendations and regarding Defendant's compliance with the Clinician's treatment recommendations. Defendant shall not revoke this release during the period of the suspension or any stay thereof. Defendant shall ensure that the Clinician provides a comprehensive written report of the Clinician's evaluation of Defendant to the Office of Counsel within 30 days after the evaluation has been completed. The report shall identify what mental, psychological, behavioral, or cognitive factors or disorders contributed to Defendant's misconduct and shall recommend appropriate treatment to address and modify the identified factors contributing to Defendant's misconduct. Defendant shall comply with all treatment recommendations made by the Clinician, subject to the terms listed in paragraph 18 and 19 of this section of the Order.

18. Within 60 days of the effective date of this Order, Defendant shall provide written releases to the Office of Counsel authorizing all providers from whom she receives treatment for any psychological, emotional, behavioral or cognitive condition or disorder (collectively "Provider" or "Providers") during the period of the suspension and stayed suspension to communicate with the Office of Counsel and to release to the Office of Counsel records relating to her treatment and compliance with the Provider's or Providers' treatment recommendations. Defendant shall not revoke these releases during the period of the suspension or any stay thereof. Defendant shall ensure that each Provider from whom she receives treatment for any psychological, emotional, behavioral or cognitive condition or disorder sends written reports to the State Bar Office of Counsel on a quarterly basis, with such reports being due on January 30, April 30, July 30 and October 30 of each year. These reports shall describe all treatment recommendations made by the Provider and shall confirm whether Defendant is in compliance with the treatment recommendations of the Provider.

19. Defendant shall comply with all treatment recommendations made by the Clinician and all Providers throughout the duration of the stay of the suspension or until such time that Defendant provides to the Office of Counsel written certifications under oath by the Clinician and each Provider that in their professional opinion: (1) Defendant currently does not have any mental, psychological, behavioral, or cognitive conditions or disorders that impair her professional judgment, performance, or competence as an attorney and (2) ongoing treatment and counseling are no longer needed.

20. Defendant is solely responsible for the payment of all costs associated with the treatment conditions contained in paragraphs 17 through 19 of this Order.

21. Six months from the effective date of this Order, Defendant may apply for a stay of the remainder of the suspension imposed by this Order by filing a motion with the Clerk of the Disciplinary Hearing Commission pursuant to 27 N.C. Admin. Code 1B.0118(c). Defendant may file the motion up to 30 days prior to the date of eligibility to apply for a stay but no stay will be allowed until at least six months from the effective date of this Order. In addition to complying with the general provisions for reinstatement listed in 27 N.C. Admin. Code 1B.0129(b), to be eligible for reinstatement Defendant must demonstrate by clear, cogent, and convincing evidence the following:

- (a) Defendant is in compliance with paragraphs 2 through 20 of this Order;
- (b) Defendant has no deficit in the completion of CLE hours or in reporting such hours;

- (c) Defendant has arranged for an active member of the North Carolina State Bar to serve as her practice monitor. The monitoring attorney must be in good standing with the North Carolina State Bar, must practice law in the county in which Defendant primarily practices and must be approved in advance by the State Bar Office of Counsel;
- (d) Defendant has supplied the Office of Counsel with a letter from the monitoring attorney confirming his or her agreement to serve as Defendant's practice monitor and to perform the duties listed below for the duration of the stay of this suspension:
  - i. Meet with Defendant monthly to review each of Defendant's pending cases, discuss the goals and anticipated course of each representation, and identify any deadlines or scheduled court dates in each case;
  - ii. Monitor Defendant's law practice to ensure that Defendant is timely handling client matters, adequately communicating with her clients and otherwise complying with the Rules of Professional Conduct in each pending case; and
  - iii. Submit written reports of the practice monitor's monthly meetings with Defendant to the State Bar Office of Counsel on a quarterly basis, with such reports being due on January 30, April 30, July 30, and October 30 of each year.

22. If Defendant successfully petitions for a stay of the suspension of Defendant's law license, such stay will continue in force only so long as Defendant complies with the following conditions:

- (a) Defendant is in compliance with paragraphs 6 through 20 of this Order;
- (b) Defendant shall not practice law in any position which involves or includes any of the following duties or responsibilities:
  - i. Managerial or supervisory authority over employees;
  - ii. Managerial or supervisory authority over the daily operations of a law office or law practice;
  - iii. Allocation of resources, equipment, facilities or financial planning; Planning, development, or monitoring of any budgets, grant funding or statistical reports; or
  - iv. Responsibility for the implementation of attorney-appointment plans for private assigned counsel in indigent criminal cases.
- (c) Throughout the duration of the stay of the suspension, Defendant shall not:
  - i. Receive or disburse any entrusted funds from or on behalf of any clients;
  - ii. Receive or disburse any funds from any individual or entity in a fiduciary capacity;

- iii. Write any checks against or otherwise withdraw or disburse any funds from any accounts into which client or fiduciary funds have been deposited;
  - iv. Direct, or permit any employee or agent over whom Defendant exercises control, to write any checks against or otherwise withdraw or disburse any funds from any accounts into which client or fiduciary funds have been deposited;
  - v. Direct, or permit any employee or agent over whom Defendant exercises control, to receive or disburse any entrusted funds; or,
  - vi. Serve in any fiduciary capacity, including as a trustee, an escrow agent, a settlement agent, a personal representative, an executor or an attorney-in-fact.
- (d) On January 30, April 30, July 30 and October 30 of each year of Defendant's suspension, Defendant shall submit to the Office of Counsel quarterly affidavits signed by Defendant indicating that for the preceding three months Defendant has not:
- i. Received or disbursed any entrusted funds from or on behalf of any clients;
  - ii. Received or disbursed any funds from any individual or entity in a fiduciary capacity;
  - iii. Written any checks against or otherwise withdrawn or disbursed any funds from any accounts into which client or fiduciary funds have been deposited;
  - iv. Directed or permitted any employee or agent over whom Defendant exercises control to write any checks against or otherwise withdraw or disburse any funds from any accounts into which client or fiduciary funds have been deposited;
  - v. Directed or permitted any employee or agent over whom Defendant exercises control to receive or disburse any entrusted funds; or
  - vi. Served in any fiduciary capacity, including as a trustee, an escrow agent, a settlement agent, a personal representative, an executor or an attorney-in-fact.
- (e) Defendant shall be supervised by a practice monitor under the terms and conditions described in paragraphs 21(c) and 21(d) above.
- (f) Defendant shall come prepared each month to meet with her practice monitor to discuss her pending client matters. At each meeting, Defendant and the practice monitor shall:
- i. Review ten of Defendant's pending client matters, which ten matters are to be selected by the practice monitor.

- ii. For each of the ten client matters, Defendant shall identify to the practice monitor any potential legal issues in the case, the goals and anticipated course of the representation, any deadlines or scheduled court dates in the case, and the roles of any nonlawyer assistants in the case.
- iii. Defendant shall provide any information and documentation the practice monitor deems necessary to ensure that Defendant is handling all client matters in accordance with the Rules of Professional Conduct.
- iv. Defendant shall ensure that the practice monitor submits written reports of the practice monitor's monthly meetings with Defendant to the State Bar Office of Counsel on a quarterly basis, with such reports being due on January 30, April 30, July 30, and October 30 of each year.
- v. This monitoring must occur during the duration of the stay of this suspension. Defendant shall pay all costs and fees, if any, charged by the practice monitor.

23. If Defendant fails to comply with any of the conditions of the stayed suspension provided in paragraphs 22(a) through 22(f) above, the stay of the suspension may be lifted as provided in 27 N.C. Admin. Code 1B.0118.

24. If Defendant does not seek a stay of the suspension, is not granted a stay of the suspension, or if some part of the suspension is stayed and thereafter the stay is lifted, before being reinstated to the practice of law Defendant must provide in any petition for reinstatement clear, cogent and convincing evidence demonstrating Defendant's compliance with the conditions set forth in paragraphs 2 through 20 of this Order.

25. Unless Defendant's obligations under this Order are modified by further order of the Disciplinary Hearing Commission, Defendant's obligations under this Order end five years from the effective date of this Order, provided there are no pending motions and no pending show cause proceedings alleging lack of compliance with the conditions of the stay of the suspension. If a motion or show cause proceeding alleging lack of compliance with the conditions of the stay of the suspension is pending when the period of the stay would otherwise have terminated, the DHC retains jurisdiction to lift the stay and activate the five-year 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 of the stay will continue until resolution of any such pending motion or show cause proceeding.

26. The Disciplinary Hearing Commission will retain jurisdiction of this matter pursuant to 27 N.C. Admin. Code 1B.0118 throughout the suspension, and any stay thereof, and until all conditions of this Order have been satisfied.

Signed by the Disciplinary Hearing Panel Chair with the consent of the other hearing panel members, this the 21<sup>st</sup> day of July, 2023.

Margaret M. Hunt  
Margaret M. Hunt, Chair  
Disciplinary Hearing Panel

AGREED AND CONSENTED TO BY:

Suzanne A. Nelson  
Suzanne Alicia Nelson  
Defendant

Alex G. Nicely  
Alex G. Nicely, Deputy Counsel

Elizabeth Stewart Foley  
Elizabeth S. Foley, Deputy Counsel  
Attorneys for Plaintiff