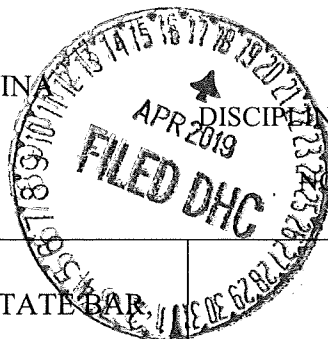


STATE OF NORTH CAROLINA

WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
18 DHC 19

THE NORTH CAROLINA STATE BAR

Plaintiff

v.

FRANK A. CASSIANO, JR., Attorney,

Defendant

CONSENT  
ORDER

This matter was considered by a Hearing Panel of the Disciplinary Hearing Commission composed of David W. Long, Chair, and members R. Lee Farmer and Brandon Gosey, pursuant to N.C. Admin. Code 1B.0115(d). Plaintiff was represented by Maria J. Brown. Defendant, Frank A. Cassiano, Jr. ("Cassiano" or "Defendant"), was represented by Alan M. Schneider. Both Plaintiff and Defendant stipulate and agree to the findings of fact and conclusions of law recited in this consent order and to the discipline imposed. Defendant consents to entry of this order of discipline and freely and voluntarily waives any and all right to appeal the entry of this order.

Based upon the pleadings in this matter, the parties' stipulations of fact, 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, is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina and the Rules and Regulations of the North Carolina State Bar promulgated thereunder.

2. Defendant, Frank A. Cassiano, Jr., was admitted to the North Carolina State Bar in 1988 and is an Attorney at Law subject to the rules, regulations, and Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.

3. Defendant was properly served with process, and the matter came before the Hearing Panel with due notice to all parties.

4. During the relevant period referred to herein, Defendant was engaged in the practice of law in Greenville, Pitt County, North Carolina.

5. Mr. Edgar Cox held title to two parcels of land in Block "B" of the Fifth Addition to College View, Greenville, Pitt County, North Carolina (collectively, "the Properties"): Parcel 04936, located at 1301 E. 5<sup>th</sup> Street ("the 5<sup>th</sup> Street Property"), and Parcel 23532, located at 409 South Eastern Street ("the Eastern Street Property").

6. In the spring of 2010, Defendant and Mr. Cox spoke about the possibility of Mr. Cox selling the Properties to Defendant.

7. In the course of the discussion, Mr. Cox told Defendant that he did not want his children to have to sell the Properties after he died but wanted his children to enjoy the benefit of the proceeds from the sale of the Properties.

8. Mr. Cox also told Defendant he was concerned about the expenses and tax consequences associated with selling the Properties.

9. Defendant advised Mr. Cox that Defendant could create a trust to receive title to the Properties and name Mr. Cox's children as beneficiaries to the trust.

10. Defendant further advised Mr. Cox that this arrangement would reduce the capital gains taxes associated with the sale of the Properties, simplify the administration of Mr. Cox's estate upon his death, and maximize the value received by Mr. Cox's heirs.

11. Defendant agreed, on behalf of Mr. Cox, to prepare and file the documentation necessary to create the trust.

12. In undertaking to create estate planning documents for Mr. Cox, Defendant entered into an attorney-client relationship with Mr. Cox.

13. Defendant's representation of Mr. Cox had the potential to be materially limited by Defendant's personal interest in purchasing the Properties on terms favorable to Defendant.

14. Defendant's representation of Mr. Cox therefore involved a concurrent conflict of interest.

15. Defendant did not disclose to Mr. Cox that, because Defendant was personally interested in purchasing the Properties, Defendant's representation of Mr. Cox therefore involved a concurrent conflict of interest.

16. Defendant did not obtain Mr. Cox's informed consent, confirmed in writing, to the conflicted representation.

17. Concurrent with the formation of the attorney-client relationship, Defendant and Mr. Cox agreed that Defendant would purchase the Properties from Mr. Cox for \$349,000.00.

18. Defendant and Mr. Cox agreed that Defendant would make monthly payments toward the \$349,000.00 purchase price of the Properties in the form of deposits into a bank account in the name of the trust Defendant promised to create for Mr. Cox for the benefit of Mr. Cox's heirs.

19. Defendant and Mr. Cox agreed that Defendant was to have paid the full purchase price of the Properties, plus 3% interest on any unpaid principal, by 24 April 2020.

20. Defendant drafted a promissory note memorializing a \$349,000.00 debt to Mr. Cox, representing the agreed-upon purchase price for the Properties ("the Note").

21. The Note did not specify the due dates or amounts of any payments Defendant was to make.

22. On 15 May 2010, Defendant executed the Note in the name of "This Is It, Inc." and then executed a personal guaranty on the Note.

23. Mr. Cox's interest in the Note was not secured by any deed of trust or other mechanism.

24. The terms of the arrangement between Defendant and Mr. Cox for the sale of the Properties were not fully transmitted in writing in a manner that could be reasonably understood by Mr. Cox.

25. Defendant did not advise Mr. Cox in writing of the desirability of seeking independent counsel with regard to the arrangement with Defendant.

26. Defendant did not obtain Mr. Cox's informed consent, in a writing signed by Mr. Cox, to the essential terms of the arrangement and Defendant's role in it.

27. In May, June, and July 2010, Defendant repeatedly made statements to Mr. Cox that he would establish the trust for the benefit of Mr. Cox's heirs, create a bank account in the name of this trust, and deposit the full amount of the purchase price of the Properties and interest thereon in the form of monthly payments to this account.

28. On 9 July 2010, Defendant prepared and had Mr. Cox sign an "Addendum to Note" ("the Addendum").

29. The Addendum relieved Defendant of the obligation to make payments into the account created for the trust Defendant was to establish on Mr. Cox's behalf "until such time as the Trust is, in fact, in place."

30. On 28 July 2010, Defendant recorded a series of documents ("the Deeds") relating to the Properties:

(a) For the 5<sup>th</sup> Street Property

1. **Quit Claim Deed in Trust**  
Deed Book 2768 Page 750  
Grantors: Edgar Lee Cox and wife (now deceased), Natalie Z. Cox  
Grantee: This Is It, Inc., Trustee
2. **Deed**  
Deed Book 2768 Page 754  
Grantors: Edgar Lee Cox and wife (now deceased), Natalie Z. Cox  
Grantee: This Is It, Inc., Trustee

(b) For the Eastern Street Property

1. **Quit Claim Deed in Trust**  
Deed Book 2768 Page 800  
Grantors: Edgar Lee Cox and wife (now deceased), Natalie Z. Cox  
Grantee: This Is It, Inc., Trustee

2. **Deed**

Deed Book 2768 Page 803

Grantors: Edgar Lee Cox and wife (now deceased), Natalie Z. Cox

Grantee: This Is It, Inc., Trustee

31. Pursuant to Defendant's instructions, Mr. Cox had executed the Deeds on 28 June 2010.

32. On 28 July 2010, the same day the Deeds were recorded, Defendant recorded four land trust documents related to the Properties ("Land Trust Documents"):

(a) For the 5<sup>th</sup> Street Property

1. **Fifth Street #2 Land Trust Agreement**

Deed Book 2768 Page 741

Name of Trust: Fifth Street #2 Land Trust

Beneficiary: Ben's Interest, LLC

Trustee: This Is It, Inc.

Date Trust Established: 28 June 2010

2. **Trustee's Affidavit & Certification of Trust**

Deed Book 2768 Page 747

Name of Trust: Fifth Street #2 Land Trust

Beneficiary: Ben's Interest, LLC

Trustee: This Is It, Inc.

Date Trust Established: 28 June 2010

(b) For the Eastern Street Property

1. **Eastern Street #2 Land Trust Agreement**

Deed Book 2768 Page 790

Name of Trust: Eastern Street #2 Land Trust

Beneficiary: Ben's Interest, LLC

Trustee: This Is It, Inc.

Date Trust Established: 28 June 2010

2. **Trustee's Affidavit & Certification of Trust**

Deed Book 2768 Page 797

Name of Trust: Eastern Street #2 Land Trust

Beneficiary: Ben's Interest, LLC

Trustee: This Is It, Inc.

Date Trust Established: 28 June 2010

33. The Land Trust Documents created a land trust pertaining to each of the two parcels of the Properties with This Is It, Inc., named as trustee and Ben's Interest, LLC named as the beneficiary.

34. Defendant signed each of the Land Trust Documents on 28 June 2010 as Vice President of This Is It, Inc., Trustee.

35. Mr. Cox did not sign any of the Land Trust Documents.
36. The only beneficiary named in any of the Land Trust Documents is Ben's Interest, LLC, a Nevada limited liability company formed on 5 June 2009.
37. The only member of Ben's Interest, LLC is Mid-Atlantic Holding Co., Inc., a Nevada corporation also formed on 5 June 2009.
38. Neither Ben's Interest, LLC nor Mid-Atlantic Holding Co., Inc., has any relation to Mr. Cox.
39. Defendant created Ben's Interest, LLC, and Mid-Atlantic Holding Co., Inc. for his own benefit.
40. At some point, Defendant provided Mr. Cox with copies of the Land Trust Documents.
41. Defendant's provision of copies of the Land Trust Documents to Mr. Cox misled Mr. Cox into believing that Defendant had established the Land Trusts and the entities named therein for the benefit of Mr. Cox and/or his heirs.
42. On 5 August 2010, Defendant, as Vice-President of This Is It, Inc., granted a Real Estate Deed of Trust on the 5<sup>th</sup> Street Property to secure an \$80,000.00 loan from The Little Bank.
43. The proceeds of the \$80,000.00 loan went to Defendant.
44. Defendant began offering the Eastern Street Property for rent in September 2010 and the 5<sup>th</sup> Street Property in January 2011.
45. The proceeds from Defendant's rental of the Properties went to Defendant.
46. In spring 2013, Mr. Cox's daughters Mary Gouras and Helen Uebler asked Defendant for information regarding the trust, the status of payments to the trust, and the bank account associated with the trust.
47. Defendant told them he would "get back to them" with the information regarding the trust bank account.
48. Defendant never provided Mr. Cox or his daughters with information regarding the trust bank account.
49. On 3 September 2013, Defendant, as Vice-President and Secretary/Treasurer of This Is It, Inc., granted a Deed of Trust on the Eastern Street Property to secure an \$18,000.00 loan.
50. The proceeds of the \$18,000.00 loan went to Defendant.
51. Ms. Gouras and Ms. Uebler contacted Defendant again in 2015 and asked for information about the balance of funds in the bank account for the trust.

52. Defendant informed them that the entire amount due under the Note would be deposited and available for disbursement by 24 April 2020.

53. Defendant further indicated he would be getting in touch with someone who could allegedly provide information regarding the trust's bank account.

54. Defendant did not provide Mr. Cox or his daughters with the requested information.

55. Mr. Cox's daughters met again with Defendant on 12 April 2016 and asked again about the deposit of funds into the trust's bank account.

56. Defendant again assured them that he would provide the requested information.

57. Defendant never supplied Mr. Cox or his daughters with an account number or any information for a bank account associated with a trust established for the benefit of Mr. Cox and/or his heirs.

58. No such bank account or trust ever existed.

59. In representing to Ms. Gouras and Uebler that he would get back to them with information about the trust bank account when no such account existed, Defendant deceptively purported that he had taken action on behalf of Mr. Cox.

60. On 2 February 2017, Mr. Cox sued Defendant for breach of contract, unjust enrichment, breach of fiduciary duty, fraud in the inducement, constructive fraud, fraud, unfair and deceptive trade practices, and attorney malpractice related to the transaction for the sale of the Properties (the "Civil Suit").

61. In the Answer Defendant filed in the Civil Suit, Defendant stated that he had never been given any instructions to set up any account or trust naming Mr. Cox's children as beneficiaries and that the list of Mr. Cox's children that he received was not intended to be used to name beneficiaries to any instrument.

62. Defendant's representations to the court, set out in paragraph 61, were false.

63. At the time Defendant made the representations to the court set out in paragraph 61, he knew that they were false.

64. Between Mr. Cox's conveyance of the Properties on 28 June 2010 and settlement of the Civil Suit on 14 November 2017, Defendant made no payments to Mr. Cox or a designee, to any trust benefitting Mr. Cox and/or his heirs, or to any bank account for the benefit of Mr. Cox and/or his heirs.

65. Defendant used his position as Vice President of This Is It, Inc., the designated trustee for Ben's Interest, to obtain for his own use legal title to the Properties, rent monies from tenants of the Properties, and the proceeds of loans secured by the Properties.

66. The transaction and terms by which Defendant acquired his interest in the Properties from Mr. Cox, his client, were neither fair nor reasonable to Mr. Cox.

67. For tax years 2010-2014, the Pitt County property taxes for the Properties were paid by This Is It, Inc. or I.C.-B.H., Inc., a North Carolina corporation formed on 3 May 1995. Defendant is the registered agent and President of I.C.-B.H., Inc.

68. The property taxes for tax year 2015 were not paid until 30 November 2017, and the property taxes for tax years 2016 and 2017 remain unpaid. As of 22 March 2018, the outstanding property tax balance for the 5<sup>th</sup> Street Property is \$6,633.30, and the outstanding property tax balance for the Eastern Street Property is \$3,529.73.

69. Because of the delinquent property taxes, the Pitt County Tax Office initiated foreclosure proceedings against the Properties on 7 January 2018.

Based on the foregoing Findings of Fact and with the consent of the parties, 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 Findings of Fact above, constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) as follows:

- (a) By undertaking to represent Mr. Cox where the representation stood to be materially limited by Defendant's personal interest, without obtaining Mr. Cox's informed consent, Defendant represented a client when the representation involved a concurrent conflict of interest in violation of Rule 1.7(a)(2);
- (b) By failing to inform Mr. Cox of Defendant's own self-interest in the transaction for the sale of the Properties and of the resulting concurrent conflict of interest in Defendant's representation of Mr. Cox, Defendant failed to promptly inform a client of a circumstance with respect to which the client's informed consent was required in violation of Rule 1.4(a)(1);
- (c) By transacting with Mr. Cox for the sale of the Properties on terms that were neither fair nor reasonable to Mr. Cox, without fully documenting the terms of the transaction in writing, without advising Mr. Cox in writing of the desirability of seeking independent counsel, and without obtaining Mr. Cox's informed written consent to the essential terms of the transaction and Defendant's role in it, Defendant entered into a prohibited business transaction with a client in violation of Rule 1.8(a);
- (d) By failing to ensure that the Deeds and Note were drafted in a manner that appropriately protected Mr. Cox's interests, failing to ensure that Mr. Cox's interest in the Note was secured by a deed of trust or other mechanism, and failing to establish the trust for the benefit of Mr. Cox's heirs as promised, Defendant failed to act with reasonable promptness and diligence in representing a client in violation of Rule 1.3;

- (e) By drafting the Deeds, Note, and Addendum in a manner that allowed him to take title to the Properties without requiring him to pay the purchase price, Defendant intentionally prejudiced or damaged his client during the course of the professional relationship in violation of Rule 8.4(g);
- (f) By failing to advise Mr. Cox that he had not created a trust on behalf of Mr. Cox's heirs and had not set up a bank account into which he could make payments according to their agreement, Defendant failed to reasonably consult with a client about the means by which the client's objectives were to be accomplished in violation of Rule 1.4(a)(2), failed to keep a client reasonably informed about the status of a 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 a client to make informed decisions regarding the representation in violation of Rule 1.4(b);
- (g) By providing Mr. Cox with copies of the Trust Documents and making misrepresentations to Mr. Cox and his daughters about the means by which he was going to effectuate Mr. Cox's interests and the extent to which he had already done so, Defendant engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c); and
- (h) By falsely asserting in his Answer in the civil suit that he had never been given any instructions to set up any account or trust naming Mr. Cox's children as beneficiaries and that the list of Mr. Cox's children that he received was not intended to be used to name beneficiaries to any instrument, Defendant knowingly made a false statement of material fact to a tribunal in violation of Rule 3.3(a)(1), engaged in conduct involving dishonesty, deceit, or misrepresentation in violation of Rule 8.4(c), and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4(d).

Based on the foregoing Findings of Fact and Conclusions of Law, and with the consent of the parties, the Hearing Panel also enters the following:

#### FINDINGS OF FACT REGARDING DISCIPLINE

1. The findings of fact in paragraphs 1 – 69 above are reincorporated as if set forth herein.
2. Mr. Cox trusted and respected Defendant as a neighbor, friend, and attorney, and Defendant abused the trust Mr. Cox reposed in him. In particular, Mr. Cox relied upon Defendant to effectuate a part of Mr. Cox's estate plan, and Defendant subjugated those important interests of Mr. Cox to his own financial interests.
3. Defendant exacerbated the harm to Mr. Cox, his client, by failing to provide timely, accurate, honest information—and indeed by providing false and dishonest information—about the extent to which he had effectuated Mr. Cox's interests in accord with his professional obligations to Mr. Cox.



4. Mr. Cox incurred significant legal fees in order to seek redress through the court system for the harm caused by Defendant's misconduct.

5. Mr. Cox's lawsuit against Defendant was settled on 14 November 2017. Defendant met some of the monetary conditions of the settlement agreement reached that day but failed to abide by the terms of the settlement agreement. Pursuant to subsequent orders of the court, Defendant was to ensure execution of various settlement documents and that the necessary individuals and corporate entities possessed legal authority to execute the settlement documents, which he failed to do. For this failure, by consent order entered 12 March 2019, Defendant was found in civil contempt of court. He has since performed a portion of the requirements to purge his contempt; all that remains is for him to continue paying Mr. Cox's attorney fees according to the schedule set out in the order. Defendant showed his indifference to making restitution—and indeed exacerbated the harm to his client—by failing to comply with the settlement agreement and the court orders memorializing the agreement.

6. When attorneys engage in illegal or dishonest conduct and demonstrate a lack of regard for the administration of justice, they erode the respect and confidence of the public in the legal profession and undermine public trust in the legal system as a whole.

7. On 16 December 2016, an administrative suspension order was served on Defendant for his failure to complete his Continuing Legal Education ("CLE") requirements for 2015. Defendant did not comply with the suspension order within 30 days, and Defendant's license to practice law was administratively suspended as of 17 January 2017. Shortly thereafter, Defendant completed his 2015 CLE requirements in compliance with the suspension order and submitted a petition for reinstatement. Defendant's reinstatement petition was considered by the Administrative Committee of the North Carolina State Bar on 19 April 2017, and Defendant was not reinstated. As of 19 April 2017, the ongoing administrative suspension of Defendant's law license was due to the character and fitness concerns raised by the State Bar's pending investigation of the conduct at issue in this case.

8. Defendant has been practicing law for 28 years and has no prior professional discipline.

Based on the Findings of Fact and Conclusions of Law above, the additional Findings of Fact Regarding Discipline, and the consent of the parties, the Hearing Panel makes the following:

#### CONCLUSIONS REGARDING DISCIPLINE

1. The Hearing Panel has carefully considered all of the different forms of discipline available to it. In addition, the Hearing Panel has 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 concludes the following factors warrant consideration of disbarment or suspension of Defendant's license:

- (a) Intent of defendant to cause the resulting harm or potential harm;
- (b) Intent of the defendant to commit acts where the harm or potential harm is foreseeable;
- (c) Circumstances reflecting the defendant's lack of honesty, trustworthiness, or integrity;
- (d) Elevation of the defendant's own interests above that of the client;

- (e) Negative impact of defendant's actions on client's or public's perception of the profession;
- (f) Negative impact of the defendant's actions on the administration of justice;
- (g) Impairment of the client's ability to achieve the goals of the representation; and
- (h) Acts of dishonesty, misrepresentation, deceit, or fabrication.

2. The Hearing Panel has considered all of the factors enumerated in 27 N.C. Admin. Code 1B.0116(f)(2) and concludes that, although Defendant engaged in conduct implicating the following factor, disbarment is not warranted in this case:

- (a) Acts of dishonesty, misrepresentation, deceit, or fabrication.

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) Defendant's lack of prior disciplinary offenses;
- (b) Dishonest or selfish motive;
- (c) Indifference to making restitution;
- (d) Multiple offenses;
- (e) Vulnerability of victim;
- (f) Defendant's degree of experience in the practice of law; and
- (g) Imposition of other penalties or sanctions.

4. The Hearing Panel has considered issuing an admonition, reprimand or censure but concludes that such discipline would not be sufficient discipline because of the gravity of the misconduct at issue and the harm and potential harm Defendant's misconduct caused to the client, the profession, and the administration of justice.

5. The Hearing Panel finds that an order imposing discipline short of suspension of Defendant's law license would not adequately protect the public, the legal profession, or the administration of justice for the following reasons:

- (a) The factors under 27 N.C. Admin. Code 1B.0116(f)(1) and (f)(3) that are present in this case are of a nature that support imposition of suspension as the appropriate discipline, and
- (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.

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

#### ORDER OF DISCIPLINE.

1. Defendant, Frank A. Cassiano, Jr., is hereby suspended from the practice of law for five (5) years, effective thirty (30) days from service of this order upon Defendant.

2. Defendant shall submit his license and membership card to the Secretary of the North Carolina State Bar no later than thirty (30) days following the date this Order of Discipline is served upon him.

3. Defendant shall comply with the wind down provisions contained in 27 N.C. Admin. Code 1B.0128. Defendant shall file an affidavit with the Secretary of the North Carolina State Bar within ten (10) days of the effective date of this order, certifying he has complied with Rule .0128.

4. Within fifteen (15) days of the effective date of this Order, Defendant shall provide the State Bar with a street address (not a P.O. box or drawer address) and mailing address at which clients seeking return of their files and records in Defendant's possession or control may obtain such files and records and at which the State Bar may serve any notices or other matters upon him.

5. Defendant is taxed with the administrative fees and costs of this action as assessed by the Secretary and shall pay the costs within thirty (30) days of service of the notice of costs upon Defendant.

6. Defendant shall receive credit toward service of the active suspension for all time that Defendant has not practiced law after his petition for reinstatement from administrative suspension was first considered and not granted. For purposes of calculating the length of the suspension, Defendant's five-year suspension shall be deemed to have begun on 19 April 2017.

7. At the conclusion of the five-year active suspension of his license, Defendant may apply to be reinstated to the practice of law by filing a verified petition with the Secretary of the North Carolina State Bar demonstrating compliance with the general provisions for reinstatement set forth in 27 N.C. Admin. Code 1B.0129(b) and demonstrating the following by clear, cogent, and convincing evidence:

- (a) That Defendant has (1) paid a total of \$4,857.50 to Mr. Cox through his counsel William F. Hill as reimbursement for reasonable attorney's fees and costs pursuant to the Consent Order Granting Motion for Contempt and Sanctions filed 12 March 2019; (2) paid all real or personal property taxes on the Properties current to the date of reinstatement; (3) obtained insurance policies on each property which are standard and customary for stand-alone residential rental properties insuring against liability for personal injury to all third parties and all types of property damage with The Edgar Lee Cox "Sweet Thing" Trust listed as an additional insurance and loss payee on such policies; and (4) continued to make monthly payments of \$2,500.34 to The Edgar Lee Cox "Sweet Thing" Trust and is not in arrears at the time he seeks reinstatement;
- (b) That Defendant has kept the North Carolina State Bar Membership Department advised of his current business and home addresses and notified the Bar of any change in address within ten days of such change;
- (c) That Defendant has responded to all communications from the North Carolina State Bar by the deadline stated in the communication or within thirty (30) days if no deadline is stated and has participated in good faith in the State Bar's fee dispute resolution process for any petition received after the effective date of this Order;

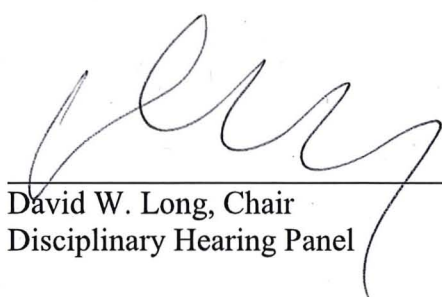
- (d) That Defendant has not violated the Rules of Professional Conduct or the laws of the United States or any state or local government during his suspension other than minor traffic violations;
- (e) That Defendant paid the costs of this action within thirty (30) days after service of the statement of costs;
- (f) That Defendant properly wound down his law practice and complied with the requirements of 27 N.C. Admin. Code 1B.0128; and
- (g) That Defendant has otherwise complied with the requirements of 27 N.C. Admin. Code 1B.0129(b).

8. This Consent Order shall not in any way prohibit Mr. Cox from continuing to pursue all available remedies against Defendant or any third parties related to the performance or breach of the Mediated Settlement Agreement entered into between the parties in Civil Action Number 17-CVS-341 currently pending in the Superior Court of Pitt County, North Carolina, or the enforcement of all provisions of any orders entered in said Civil Action after the parties entered into the Mediated Settlement Agreement.


9. Defendant may file a petition seeking reinstatement and setting forth the above requirements up to 30 days prior to the end of the suspension period but shall not be reinstated prior to the end of the suspension period.

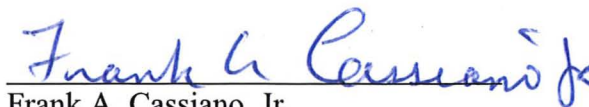
Signed by the undersigned Hearing Panel Chair with the consent of the other Hearing Panel members.

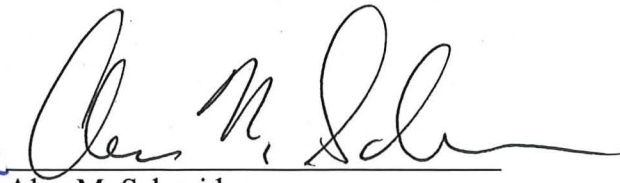
This the 18<sup>th</sup> day of April, 2019.

  
David W. Long, Chair  
Disciplinary Hearing Panel

Agreed and consented to by:

  
Maria J. Brown  
Attorney for Plaintiff

  
Frank A. Cassiano, Jr.  
Defendant

  
Alan M. Schneider  
Attorney for Defendant