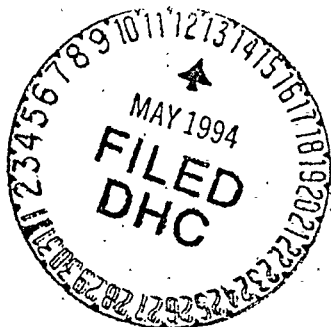


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NORTH CAROLINA  
WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
93 DHC 29

THE NORTH CAROLINA STATE BAR,  
Plaintiff

vs.

LISA D. FARIS, ATTORNEY  
Defendant

FINDINGS OF FACT  
AND CONCLUSIONS OF LAW

THIS MATTER was heard by a Hearing Committee of the Disciplinary Hearing Commission of the North Carolina State Bar consisting of W. Harold Mitchell, Chair; Henry C. Babb, Jr. and James Lee Burney, beginning on March 28, 1994 and continuing through March 31, 1994. The Defendant was represented by George Daly and the Plaintiff was represented by Carolin Bakewell and Harriet Tharrington. Based upon the pleadings, prehearing stipulations and the evidence, the Hearing Committee makes the following:

#### FINDINGS OF FACT

1. The 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. The Defendant, Lisa D. Faris, was admitted to the North Carolina State Bar in 1992, and is, and was at all times referred to herein, an Attorney at Law licensed to practice in North Carolina, 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. During all of the relevant periods referred to herein, Faris was actively engaged in the practice of law in the State of North Carolina and maintained a law office in the City of Charlotte, Mecklenburg County, North Carolina.

4. Faris took the examinations for admission to the bars of North Carolina and of South Carolina in July 1991. She did not pass either examination.

5. Faris passed the examination for admission to the North Carolina bar in February 1992. She was sworn in to the practice of law in North Carolina on May 14, 1992.

6. Faris has never been licensed to practice law in any state other than North Carolina.

7. Between May 1992 and approximately June 1, 1992, Faris worked as an associate for Michael McGee, a Charlotte attorney.

8. Between approximately June 1, 1992 and July 9, 1992, Faris was not associated with any law firm, and handled a number of real estate matters out of her home in Charlotte.

9. In June 1992, Faris sought a position as an associate with the law firm of Greene & Dortch in Charlotte, N.C.

10. Faris was interviewed by Robert Greene and Robert Dortch, the two partners in the law firm of Greene & Dortch, in late June or early July 1992. During her job interview, Faris submitted a resume to Greene and Dortch, which purported to set out Faris' educational background and other qualifications for the associate position.

11. Faris represented that the information on the resume was true and accurate and the information was relied upon by Greene and Dortch in their decision to hire Faris as an associate.

12. The resume submitted by Faris falsely indicated that she had accumulated a 3.25 grade point average at the University of South Carolina School of Law and that she had made the Dean's List at that institution.

13. In fact, Faris accumulated a 2.354 grade point average at the University of South Carolina School of Law. Faris never qualified for or was named to the Dean's List at the University of South Carolina School of Law.

14. On July 9, 1992, Faris began work with Greene & Dortch as an associate.

15. Faris remained employed as an associate with Greene & Dortch until Feb. 1, 1993.

16. Pursuant to her agreement with Greene & Dortch, Faris was to receive an annual salary of \$30,000 in compensation for her services as an associate. The firm also paid her a \$1,500 "signing bonus" on July 10, 1992.

17. At no time during her employment with Greene & Dortch was Faris authorized to perform legal work for individuals other than clients of Greene & Dortch or to perform legal work for clients except in her capacity as an associate for Greene & Dortch.

18. At no time during her employment with Greene & Dortch was Faris entitled to retain for her own benefit any portion of fees paid for legal work she performed while employed by Greene & Dortch.

19. Between July 19, 1992 and Feb. 1, 1993, while employed as an associate by Greene & Dortch, Faris performed legal work for fourteen clients. The legal work generated approximately \$3,392 in legal fees, all of which Faris kept for her own benefit.

20. The clients for whom Faris performed legal work and the fees generated by the work are as follows:

a. Fred J. Allen	\$331.00
b. Bruce F. Blakeney	\$271.00
c. Boun Bourommavong	\$250.00
d. Colby Burbank	\$123.00
e. Randolph Burch	\$323.00
f. Antonio Elliott	\$193.00
g. Stephen J. Hawes	\$271.00
h. Stephen W. Hughes	\$273.00
i. Ronald K. Hovis	\$250.00
j. Charlotte Jenkins	\$268.00
k. Art B. Lackey	\$223.00
l. James G. McAuliffe	\$323.00
m. Julie & Philip Schweers	\$100.00
n. Kevin Utsey	\$193.00

21. Faris did not tell Greene or Dortch that she was doing legal work for the fourteen clients referred to in paragraph 20.

22. Neither Greene nor Dortch knew before Feb. 1, 1993 that Faris had retained for her own benefit fees generated by legal work she performed while employed as an associate at Greene & Dortch. Neither Greene nor Dortch gave Faris permission to keep any fees generated by legal work Faris performed while she was an associate at Greene & Dortch.

23. At all times between July 1, 1992 and Feb. 1, 1993, Faris maintained an attorney trust account at NationsBank in Charlotte, N.C., which was assigned account number 00715532 (hereafter, attorney trust account).

24. Neither Greene nor Dortch knew prior to Feb. 1, 1993 that Faris had a separate attorney trust account.

25. Funds belonging to the 14 clients referred to in paragraph 20 were deposited into Faris' attorney trust account. None of the funds belonging to the 14 clients were deposited into the trust account maintained by the law firm of Greene & Dortch.

26. All of the entries in Faris' checkbook register relating

to her attorney trust account were made by Faris. Faris wrote and signed all of the checks drawn on her attorney trust account between July 1, 1992 and Feb. 1, 1993. Faris had access at all times to the monthly bank statements for her attorney trust account.

27. Faris commingled personal funds with client funds maintained in her attorney trust account on the following occasions:

- a. By depositing \$328.00 in currency, which represented part of her fee in the Fred J. Allen closing, on or about Aug. 10, 1992.
- b. By depositing a check for \$271.00, which represented her fee in the Bruce Blakeney closing, on or about July 29, 1992.
- c. By depositing a check for \$250.00, which represented her fee in the Boun and Nene Bourommavong closing, on or about Aug. 5, 1992.
- d. By depositing a check for \$323.00, which represented her fee in the Randolph Burch closing, on or about Aug. 28, 1992.
- f. By depositing a check for \$193.00, which represented her fee in the Antonio Elliott closing, on or about Oct. 16, 1992.
- g. By depositing a check for \$271.00, which represented her fee in the Stephen J. Hawes closing, on or about Aug. 12, 1992.
- h. By depositing a check for \$273.00, which represented her fee in the Stephen J. Hughes closing, on or about Sept. 30, 1992.
- i. By depositing a check for \$268.00, which represented her fee in the Charlotte Jenkins closing, on or about Dec. 31, 1992.
- j. By depositing a check for \$223.00, which represented her fee in the Art B. Lackey closing, on or about Sept. 29, 1992.
- k. By depositing a check for \$323.00, which represented her fee in the James G. McAuliffe closing, on or about Jan. 6, 1993.

28. Prior to July 23, 1992 Faris undertook to handle a real estate closing for Ronald K. Hovis.

29. Between July 23, 1992 and July 27, 1992, Faris deposited into her attorney trust account a total of \$73,353.63 to be used for Hovis' benefit relative to his real estate closing.

30. On July 27, 1992, Faris withdrew \$250 from the Hovis' real estate funds as her fee.

31. After Faris withdrew her \$250 fee from the Hovis real estate funds, a total of \$73,103.63 should have remained in Faris' attorney trust account for Hovis' benefit.

32. On July 27, 1992, Faris wrote herself check number 273 in the amount of \$500 drawn on her attorney trust account. Part of the sums which Faris should have held on behalf of Hovis were used to fund the \$500 check to Faris.

33. After Faris withdrew the \$500 from her attorney trust account by writing herself check number 273, the balance in her trust account dropped below \$73,103.63. The balance in Faris' attorney trust account remained below \$73,103.63 between July 27 and July 31, 1992.

34. Between July 27 and July 31, 1992, Faris temporarily misappropriated funds belonging to Hovis for her own use without Hovis' knowledge or consent.

35. Faris indicated on the memo line of check no. 273 that the \$500 represented a portion of the \$1,500 signing bonus which she had received from Greene & Dortch. In fact, Faris never deposited any portion of the \$1,500 signing bonus check into her attorney trust account.

36. Faris indicated in her trust account checkbook register that check no. 273 represented her fees for a client named Blakeney and a client named Robinson.

37. As of July 27, 1992, Faris had not received any fees for or on behalf of Blakeney or Robinson and had not deposited any sums relating to Blakeney or Robinson into her attorney trust account.

38. Prior to June 25, 1992, Faris undertook to handle real estate matters for Lynn Frye and Jesse Weber.

39. As of June 25, 1992, Faris should have held a total of at least \$202.50 for the benefit of Weber and a total of \$136 for the benefit of Frye, for the purpose of purchasing title insurance.

40. On or about Aug. 8, 1992, Faris wrote check number 406 drawn on her attorney trust account to Chicago Title Company in the amount of \$136 to purchase title insurance for Frye.

41. On or about Aug. 8, 1992, Faris wrote check number 407

drawn on her attorney trust account to Chicago Title Company in the amount of \$202.50 to purchase title insurance for Weber.

42. At all times between at least June 25, 1992 and Aug. 8, 1992, Faris should have maintained a total of at least \$338.50 in her attorney trust account on behalf of Frye and Weber.

43. The balance in Faris' attorney trust account dropped below \$338.50 on a number of occasions between June 26, 1992 and Aug. 4, 1992.

44. Faris temporarily misappropriated funds belonging to Weber and Frye and used them for her own benefit or the benefit of third parties without the knowledge and consent of her clients, Weber and Frye.

45. Prior to Aug. 21, 1992, Faris undertook to handle a real estate closing for Philip B. and Julie Boyd Schweers.

46. As of Sept. 8, 1992, Faris should have had at least \$77 in her attorney trust account on the Schweers' behalf to purchase title insurance.

47. On Nov. 4, 1992, Faris wrote check number 424 drawn on her attorney trust account in the amount of \$77 and issued to Stewart Title Company, for the purpose of purchasing title insurance for the Schweers.

48. At all times between Sept. 8, 1992 and Nov. 4, 1992, Faris should have maintained at least \$77 in her attorney trust account for the Schweers' benefit.

49. The balance in Faris' attorney trust account on Sept. 28, 1992 dropped to \$45.63.

50. Faris temporarily misappropriated all or part of the \$77.00 which she should have held on the Schweers' behalf for her own use or the use of third parties without the Schweers' knowledge and consent.

51. Prior to Oct. 16, 1992, Faris undertook to handle a real estate closing for Ronnie Broughton and David Vanblaricom, who were giving deeds of trust on real property in Richmond, Va. to NationsBank for the purpose of securing a loan.

52. On or about Oct. 16, 1992, Faris prepared two deeds of trust relating to the property which Vanblaricom and Broughton were using as collateral for their loan.

53. On or about Oct. 16, 1992, Faris caused a notation to be typed on the Vanblaricom and Broughton deeds of trust which falsely indicated that the deeds of trust had been prepared by Randolph Lee. Lee is an attorney licensed in North Carolina and Virginia, who was an acquaintance of Faris.

54. Lee did not prepare the Vanblaricom or Broughton deeds of trust and did not give Faris consent to place his name on the deeds of trust.

55. On or about Dec. 23, 1992 Faris prepared a title opinion relating to the property which Vanblaricom and Broughton were using as collateral and signed Lee's name to the title opinion without Lee's knowledge and consent.

56. The first time Faris mentioned anything to Lee about the Vanblaricom - Broughton matter was in early February 1993, after Faris had left the law firm of Greene & Dortch. At that time, Faris asked Lee to sign a title opinion for Vanblaricom and Broughton. Lee refused to sign the title opinion.

57. Prior to Dec. 14, 1992, Faris undertook to handle a real estate refinancing for Thomas and Louellen Hoshko regarding property which the Hoshkos owned in South Carolina.

58. On or about Dec. 14, 1992, Faris prepared a preliminary title opinion for the Hoshkos to which she signed the name of Denise Harris, an attorney who is licensed in South Carolina, without Harris' knowledge and consent. Harris was a law school classmate and close friend of Faris.

59. On or about Feb. 9, 1993, Faris telephoned Harris and asked for Harris' permission to sign Harris' name to the Hoshko preliminary title opinion. Faris did not immediately reveal that Faris had already signed Harris' name to the Hoshkos' preliminary title opinion. Harris did not agree to permit Faris to sign her name to the Hoshko title opinion.

60. On or about March 3, 1993, Faris again telephoned Harris regarding the Hoshko title opinion. Harris told Faris that she had already told representatives of the N.C. State Bar and Messrs. Greene and Dortch that she had never given Faris permission to sign her name to the Hoshko title opinion.

61. During the March 3, 1993 telephone conversation, Faris attempted to persuade Harris to recant truthful statements which Harris had previously given to the N.C. State Bar and to Greene & Dortch and to falsely indicate that Harris had given permission to sign her name to the Hoshko title opinion.

62. Prior to Nov. 13, 1992, Faris undertook to handle a real estate matter for Jessie Daniel Rabon regarding property located in South Carolina. The Rabon loan did not ultimately close.

63. On or about Nov. 13, 1992 1992, Faris prepared a preliminary title opinion for Rabon to which she signed the name of Denise Harris, without Harris' knowledge and consent.

64. Faris did not reveal to Harris that she had signed Harris' name to the Rabon title opinion at any time prior to the



disciplinary trial of this matter.

Based upon the foregoing FINDINGS OF FACT, the Hearing Committee makes the following:

#### CONCLUSIONS OF LAW

1. By submitting a resume to Greene & Dortch which materially misrepresented her grade point average at the University of South Carolina School of Law and which falsely stated that she had been named to the Dean's List at the University of South Carolina School of Law, Faris engaged in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 1.2(C) of the Rules of Professional Conduct.

2. By handling legal matters for clients while employed as an associate with Greene & Dortch without the firm's knowledge and consent, Faris engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 1.2(C) of the Rules of Professional Conduct.

3. By retaining \$3,392 in legal fees generated by legal work which she performed while she was an associate at Greene & Dortch without the knowledge or permission of Greene & Dortch and in violation of her employment agreement with the firm, Faris committed criminal acts which reflect adversely on her honesty, trustworthiness, or fitness as a lawyer in violation of Rule 1.2(B) of the Rules of Professional Conduct and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 1.2(C) of the Rules of Professional Conduct.

4. By depositing personal funds into her attorney trust account at NationsBank in Charlotte, N.C. on various occasions between July 1, 1992 and Feb. 1, 1993, while client funds were present in the trust account, Faris commingled personal and client funds in violation of Rule 10.1(C) of the Rules of Professional Conduct.

5. By temporarily misappropriating a portion of the sums which she should have held for the benefit of Ronald K. Hovis, Phillip & Julie Schweers, Lynn Frye and Jesse Weber, Faris engaged in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 1.2(C) and disbursed funds held in a fiduciary capacity other than as directed by her clients, in violation of Rule 10.2(E) of the Rules of Professional Conduct.

6. By signing Randolph Lee's name to the title opinion respecting property provided as collateral by Ronnie Broughton and David Vanblaricom without Lee's knowledge and consent and by causing a statement to be placed on the deeds of trust for Vanblaricom and Broughton which falsely indicated that Lee had prepared the deeds of trust, Faris engaged in conduct involving



disciplinary hearing.

5. The Defendant was motivated by a selfish or dishonest motive.

Based upon the Findings of Fact and Conclusions of Law and the foregoing aggravating and mitigating factors, the Hearing Committee enters the following

ORDER OF DISCIPLINE

1. The Defendant is hereby disbarred.
2. The Defendant shall reimburse the N.C. State Bar for \$345.88, the amount expended by the Bar in consulting and retaining Durward C. Matheny, a questioned documents examiner, who testified on behalf of the Bar in this matter.
3. The Defendant shall reimburse the N.C. State Bar \$2,343.25, the amount paid by the Bar to court reporters for the purpose of obtaining deposition testimony of witnesses prior to the disciplinary hearing of this matter.
4. The Defendant is taxed with the costs of this proceeding.
5. The Defendant shall comply with all of the provisions of Art. IX, Section 24 of the Discipline & Disbarment Procedures of the N.C. State Bar.

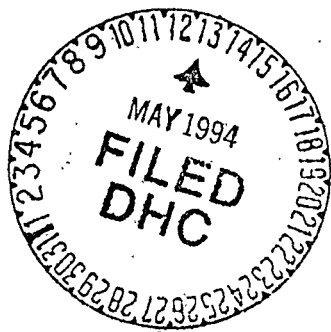
This document has been signed by the Chair of the Hearing Committee for himself and the other members of the Hearing Committees. The other members of the Hearing Committee and the parties agree that he may so sign.

*10th CB per WHM*

This the 4<sup>th</sup> day of May, 1994.

  
W. Harold Mitchell, Chair

NORTH CAROLINA  
WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
93 DHC 29

THE NORTH CAROLINA STATE BAR,  
Plaintiff

vs.

LISA D. FARIS, ATTORNEY  
Defendant

ORDER OF DISCIPLINE

THIS MATTER was heard by a Hearing Committee of the Disciplinary Hearing Commission of the North Carolina State Bar consisting of W. Harold Mitchell, Chair; Henry C. Babb, Jr. and James Lee Burney beginning on March 28, 1994 and continuing through March 31, 1994. After entering the Findings of Fact and Conclusions of Law in this matter, the Committee received evidence and considered arguments of counsel concerning the appropriate discipline. Based upon the evidence and the arguments presented, the Committee finds the following aggravating and mitigating factors:

#### MITIGATING FACTORS

1. The Defendant has no prior discipline.
2. The Defendant was inexperienced in the practice of law at the time of the violations of the Rules of Professional Conduct.

#### AGGRAVATING FACTORS

1. The Defendant committed multiple violations of the Rules of Professional Conduct.
2. The Defendant engaged in a pattern of misconduct and violations of the Rules of Professional Conduct.
3. The Defendant failed or refused to acknowledge the wrongful nature of her conduct.
4. The Defendant submitted false evidence, made false statements or engaged in other deceptive practices during the


dishonesty, fraud, deceit or misrepresentation, in violation of Rule 1.2(C) of the Rules of Professional Conduct.

7. By signing Denise Harris' name to the Hoshko and Rabon preliminary title opinions without Harris' knowledge and consent, Faris engaged in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 1.2(C) of the Rules of Professional Conduct and engaged in conduct prejudicial to the administration of justice, in violation of Rule 1.2(D) of the Rules of Professional Conduct.

8. By attempting to persuade Harris to recant prior truthful statements which she had made to the N.C. State Bar and to Greene & Dortch and thereby to give misleading information to the N.C. State Bar, Faris engaged in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 1.2(C) of the Rules of Professional Conduct and engaged in conduct prejudicial to the administration of justice, in violation of Rule 1.2(D) of the Rules of Professional Conduct.

This document has been signed by the Chair of the Hearing Committee for himself and the other members of the Hearing Committees. The other members of the Hearing Committee and the parties agree that he may so sign.

This the 10<sup>th</sup> day of May, 1994.

  
W. Harold Mitchell, Chair  
Disciplinary Hearing Committee