

STATE OF NORTH CAROLINA

WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
15 DHC 53

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

MARLON BRENT MESSER, Attorney,

Defendant

CONSENT ORDER  
OF  
DISCIPLINE

This matter was considered by a hearing panel of the Disciplinary Hearing Commission composed of Fred M. Morelock, Chair, Irvin W. Hankins, III, and Bradley Lail, pursuant to North Carolina Administrative Code, Title 27, Chapter 1, Subchapter B, § .0114(h). Margaret Cloutier and Joshua Walthall represented Plaintiff, the North Carolina State Bar. Defendant Marlon B. Messer was represented by F. Lane Williamson of Charlotte. Defendant waives a formal hearing in the above referenced matter. The parties stipulate and agree to the findings of fact and conclusions of law recited in this consent order. The parties consent to the discipline imposed by this order. Defendant knowingly, freely and voluntarily waives his right to appeal this consent order or to challenge in any way the sufficiency of the findings by consenting to entry of this order.

Based on the foregoing and on the consent of the parties, the Hearing Panel hereby makes by clear, cogent and convincing evidence the following:

#### FINDINGS OF FACT

1. Plaintiff, the North Carolina State Bar ("North Carolina State Bar" 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 promulgated thereunder.

2. Defendant, Marlon Brent Messer ("Messer" or "Defendant"), was admitted to the North Carolina State Bar in 2004, 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 North Carolina Rules of Professional Conduct.

3. Defendant is also a licensed attorney in Texas and California.
4. At all times relevant to this complaint, Defendant maintained an address in California.
5. On July 9, 2013, Defendant, at the instruction and direction of Brent Phillips ("Phillips"), a California attorney, executed a "Certificate of Formation" to incorporate a professional corporation named "Legal Help Group, APC," ("LHG") in Texas.
6. Defendant nominally served as the president and sole owner of LHG throughout the corporation's existence.
7. Phillips served as the beneficial owner of LHG, receiving the majority of the profits made by LHG; making all decisions regarding the direction and actions of the company; supervising the day-to-day operations of LHG; and hiring, firing, and supervising all of LHG's employees.
8. LHG advertised via a website ([www.lhgadvisors.com](http://www.lhgadvisors.com)) as able to provide citizens of North Carolina, Texas, Arizona, Virginia, Maryland, and Florida with a variety of legal services including loan modification and foreclosure defense representation.
9. LHG held out on its website and in its contracts with customers that it was a North Carolina law firm and that it had law offices in California, Arizona and North Carolina, although the corporation was only registered in Texas and had only a virtual office space in North Carolina.
10. From July 2013 to November 2014, LHG provided legal services to 103 Florida residents, seventeen North Carolina residents, forty-one Virginia residents, five Texas residents, and eight Maryland residents.
11. Defendant is not authorized to provide legal services in Florida, Virginia, Arizona or Maryland.
12. LHG is not authorized to provide legal services in North Carolina, Florida, Virginia, Arizona, or Maryland.
13. At the instruction and direction of Phillips, Defendant executed a "declaration," drafted by Phillips, on August 19, 2014 wherein Defendant stated that he "was personally responsible for representing Legal Help Group's clients in the state of North Carolina."

### **R.J.E. of Raleigh, North Carolina**

14. In or around March 2014, LHG sent R.J.E., a resident of Raleigh, North Carolina, an unsolicited flyer that stated that R.J.E. was eligible to have his monthly mortgage interest rate reduced. This flyer did not include a disclaimer that it was an advertisement for legal services.

15. R.J.E. responded to the flyer by visiting LHG's website and calling the number on the advertisement in an effort to obtain help in lowering his monthly mortgage payment and interest rate.

16. LHG guaranteed R.J.E. that he would be approved for a mortgage reduction and that his payments would be lowered by \$579.00 per month and that his interest rate would be reduced to 3% within ninety days.

17. On March 18, 2014, LHG contracted to provide R.J.E. with legal representation in obtaining a loan modification of his home mortgage.

18. LHG charged and collected approximately \$5,000.00 from R.J.E. to negotiate with his lender and obtain a loan modification and payment reduction on his behalf.

19. After contracting with LHG for legal representation, R.J.E. received emails and legal advice from various employees of LHG, though none of these employees were attorneys.

20. In nearly all of the communications sent to R.J.E., LHG held itself out as a law firm able to provide legal services in North Carolina.

21. Nonattorney employees at LHG gave R.J.E. legal advice on completing and drafting various forms and documents that LHG was to then submit to R.J.E.'s lender in an attempt to obtain a loan modification on his behalf.

22. R.J.E. never spoke with an attorney, and all services provided to R.J.E. were provided by nonattorneys.

23. From April 1, 2014 to June 10, 2014, R.J.E. made numerous attempts to contact various employees at LHG by phone and email but received no responses or answers to his questions.

24. On June 10, 2014, R.J.E. demanded that LHG resolve the matter in two weeks or return his money.

25. In response to R.J.E.'s June 10, 2014 demand, Judy Plovie, a nonattorney employee at LHG, stated to R.J.E. that she had already begun negotiating with R.J.E.'s lender regarding his mortgage modification but that she needed additional information to complete the process.

26. After approximately three months of receiving no beneficial assistance from LHG, R.J.E. terminated his relationship with LHG.

27. LHG did not refund any of the fees it collected from R.J.E.

**S.T. of Hubert, North Carolina**

28. In March of 2014, LHG sent S.T., a resident of Hubert, North Carolina, an unsolicited flyer that stated that S.T. was eligible to have her monthly mortgage interest rate reduced. This flyer did not include a disclaimer that it was an advertisement for legal services.

29. S.T. responded to the flyer by visiting LHG's website and calling the number on the advertisement in an effort to obtain help in lowering her monthly mortgage payment and interest rate.

30. LHG guaranteed S.T. that she would be approved for a mortgage reduction and that S.T.'s interest rate would be reduced from 9.9% to 2.9%.

31. On or around May 1, 2014, LHG contracted with S.T. to provide S.T. with legal representation in obtaining a loan modification of S.T.'s home mortgage.

32. LHG charged and collected approximately \$6,000.00 from S.T. to negotiate with S.T.'s lender and obtain a loan modification and payment reduction on S.T.'s behalf.

33. S.T. was current on her mortgage at the time she contracted with LHG, but LHG instructed S.T. to stop paying her monthly mortgage payments while LHG negotiated a reduced interest rate with S.T.'s lender.

34. Nonattorney employees at LHG gave S.T. legal advice on completing and drafting various forms and documents that LHG was to then submit to S.T.'s lender in an attempt to obtain a loan modification on S.T.'s behalf.

35. After approximately six months of receiving no beneficial assistance from LHG, S.T. was informed that her mortgage would not be modified in any way.

36. LHG did not refund any of the fees it collected from S.T.

**J.T.S. of Holly Springs, North Carolina**

37. In or around March 2014, LHG sent J.T.S., a resident of Holly Springs, North Carolina, an unsolicited flyer that stated that J.T.S. was eligible to have his monthly mortgage interest rate reduced. This flyer did not include a disclaimer that it was an advertisement for legal services.

38. J.T.S. responded to the flyer by visiting LHG's website and calling the number on the advertisement in an effort to obtain help in lowering his monthly mortgage payment and interest rate.

39. LHG guaranteed J.T.S. that J.T.S. would be approved for a mortgage reduction and that J.T.S.'s mortgage interest rate would be reduced to 2% and that J.T.S.'s new mortgage payment would be \$983.40 per month.

40. On or around April 3, 2014, LHG contracted with J.T.S. to provide J.T.S. with legal representation in obtaining a loan modification of J.T.S.'s home mortgage.

41. LHG collected approximately \$3,800.00 from J.T.S. to negotiate with J.T.S.'s mortgage lender and obtain a loan modification and payment reduction on J.T.S.'s behalf.

42. J.T.S. was current on his mortgage at the time he enrolled with LHG, but LHG instructed J.T.S. to stop paying his monthly mortgage payments while LHG negotiated a reduced mortgage interest rate with J.T.S.'s mortgage lender.

43. After contracting with LHG for legal representation, J.T.S. received emails and legal advice from various employees of LHG, though none of these employees were attorneys.

44. In nearly all of the communications sent to J.T.S., LHG held itself out as a law firm able to provide legal services in North Carolina.

45. Nonattorney employees at LHG gave J.T.S. legal advice on completing and drafting various forms and documents that LHG was to then submit to J.T.S.'s mortgage lender in an attempt to obtain a loan modification.

46. J.T.S. never spoke with an attorney, and all services provided to J.T.S. were provided by nonattorneys.

47. From April 2014 to June 2014, J.T.S. made numerous attempts to contact various employees at LHG by phone and email but nearly all of J.T.S.'s calls were not returned.

48. On June 2, 2014, after approximately ten phone calls to LHG were unreturned, J.T.S. contacted his bank to stop payment on a check he had written to LHG.

49. J.T.S. later learned that his mortgage lender, Bank of America, had never heard from LHG and that LHG had made no attempts to negotiate with Bank of America regarding a modification of J.T.S.'s mortgage payments or rate.

50. After approximately two months of receiving no beneficial assistance from LHG, J.T.S. terminated his relationship with LHG.

51. LHG did not refund any of the fees it collected from J.T.S.

#### **S.M. of Matthews, North Carolina**

52. In or around March 2014, LHG sent S.M., a resident of Matthews, North Carolina, an unsolicited flyer that stated that S.M. was eligible to have his monthly mortgage interest rate reduced. This flyer did not include a disclaimer that it was an advertisement for legal services.

53. S.M. responded to the flyer by visiting LHG's website and calling the number on the advertisement in an effort to obtain help in lowering his monthly mortgage payment and interest rate.

54. LHG guaranteed to S.M. that they would lower his mortgage interest rate and reduce S.M.'s monthly mortgage payments by \$255.34 within ninety days.

55. Nonattorney employees guaranteed S.M. that S.M. qualified for a restructuring of S.M.'s mortgage through the "Home Affordability Act" and that there was no way S.M. could be denied under federal law. These employees also promised S.M. that they would lower the principal amount of S.M.'s loan.

56. In or around February 2014, LHG contracted with S.M. to provide S.M. with legal representation in obtaining a loan modification of S.M.'s home mortgage.

57. LHG charged and collected approximately \$2,995.00 from S.M. to negotiate with S.M.'s lender and obtain a loan modification and payment reduction on S.M.'s behalf.

58. Nonattorney employees at LHG gave S.M. legal advice on completing and drafting various forms and documents that LHG was to then submit to S.M.'s lender in an attempt to obtain a loan modification on S.M.'s behalf.

59. After seven months, LHG informed S.M. that it would be unable to fulfill the promises it made to S.M.

60. S.M. then began complaining to LHG, filling out complaints and "resolution department claim forms."

61. After submitting numerous complaints via phone, email, and form submissions, S.M. finally reached Defendant for the first time. Defendant apologized on behalf of LHG and paid S.M. a full refund out of Defendant's personal funds, not out of LHG's funds.

#### **E.S. of Calabash, North Carolina**

62. In or around December 2014, LHG sent E.S., a resident of Calabash, North Carolina, an unsolicited flyer that stated that E.S. was eligible to have his monthly mortgage interest rate reduced. This flyer did not include a disclaimer that it was an advertisement for legal services.

63. On January 16, 2015, E.S. responded to the flyer by calling the number on the advertisement in an effort to obtain help in lowering his monthly mortgage payment and interest rate.

64. LHG told E.S. that they would lower E.S.'s mortgage interest rate and reduce E.S.'s monthly mortgage payments.

65. On or around January 26, 2015, LHG contracted with E.S. to provide E.S. with legal representation in obtaining a loan modification of E.S.'s home mortgage.

66. LHG charged and collected approximately \$2,995.00 from E.S. to negotiate with E.S.'s lender and obtain a loan modification and payment reduction on E.S.'s behalf.

67. Nonattorney employees at LHG gave E.S. legal advice on completing and drafting various forms and documents that LHG was to then submit to E.S.'s lender in an attempt to obtain a loan modification on E.S.'s behalf.

68. After approximately four months of receiving no beneficial assistance from LHG, E.S. stopped paying LHG and sought legal help elsewhere.

69. LHG did not refund any of the fees they collected from E.S.

#### **C.F.D. of Emerald Isle, North Carolina**

70. In May 2014, LHG sent C.F.D., a resident of Emerald Isle, North Carolina, an unsolicited flyer that stated that C.F.D. was eligible to have his monthly mortgage interest rate reduced. This flyer did not include a disclaimer that it was an advertisement for legal services.

71. C.F.D. responded to the flyer by calling the number on the advertisement in an effort to obtain help in lowering his monthly mortgage payment and interest rate.

72. LHG held out to C.F.D. as able to lower C.F.D.'s mortgage interest rate and reduce C.F.D.'s monthly mortgage payments.

73. In May 2014, LHG contracted with C.F.D. to provide C.F.D. with legal representation in obtaining a loan modification of C.F.D.'s home mortgage.

74. LHG charged and collected approximately \$3,500.00 from C.F.D. to negotiate with C.F.D.'s lender and obtain a loan modification and payment reduction on C.F.D.'s behalf.

75. Nonattorney employees at LHG gave C.F.D. legal advice on completing and drafting various forms and documents that LHG was to then submit to C.F.D.'s lender in an attempt to obtain a loan modification on C.F.D.'s behalf.

76. After approximately ten months of receiving no beneficial assistance from LHG, LHG informed C.F.D. that LHG could not help C.F.D.

77. C.F.D. hired another mortgage assistance company and received favorable results in thirty days.

78. LHG did not refund any of the fees they collected from C.F.D.

#### **D. and K.D. of Williamsburg, Virginia**

79. On November 5, 2013, LHG contracted to provide two Virginia residents, D. and K.D., with legal representation in obtaining a loan modification of their home mortgage.

80. LHG charged and collected approximately \$3,000.00 from D. and K.D. to negotiate with their lender and obtain a loan modification and payment reduction on their behalf.

81. LHG sent D. and K.D. a contract that recited that the firm was a North Carolina law firm.

82. The contract required that all fee disputes with LHG be arbitrated by the Orange County Bar Association in California and that any claims against LHG, including claims for malpractice, also be arbitrated in California.

83. LHG indicated to D. and K.D. that the corporation would provide them with an attorney licensed in their jurisdiction who would furnish them with all of the necessary legal services to help them reduce their monthly payments and obtain a loan modification on their home mortgage.

84. LHG gave a portion of the fee they collected from D. and K.D. to a Virginia attorney to provide D. and K.D. with legal services. D. and K.D. did not agree to this division of fees.

85. Neither Defendant nor his corporation was or is authorized to provide legal services in Virginia, even by associating with a local Virginia attorney.

86. Throughout the representation, D. and K.D. were told that "Brent Phillips" was their attorney; they never spoke with Defendant or a Virginia attorney despite numerous requests for legal advice.

87. D. and K.D. called LHG over fifty times for legal advice and information regarding LHG's negotiation efforts; their calls were rarely returned and they never spoke with an attorney licensed in their jurisdiction.

88. D. and K.D. became dissatisfied after the lack of communication from LHG and cancelled the contract with LHG and demanded a refund.

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

#### CONCLUSIONS OF LAW

1. All parties are properly before the Hearing Panel and the Panel has jurisdiction over Defendant, Marlon B. Messer, and over the subject matter.

2. Defendant's conduct as set forth in the Findings of Fact above, constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) in that Defendant violated the Rules of Professional Conduct as follows:

(a) By allowing the company of which he was named the president to provide legal services in North Carolina despite the company not being licensed or authorized to provide legal services in this State, Defendant aided in the unauthorized practice of law in violation of Rule 5.5(f);

(b) By allowing the company of which he was named the president to hold out as acting as an intermediary between various individuals and their creditors for the purpose of reducing or altering the terms of their mortgage payments and receiving a fee for reducing or altering the terms of their mortgage payments in advance of the work having been completed,



Defendant engaged in debt adjusting, a criminal act that reflects adversely on a lawyer's professional fitness in violation of Rule 8.4(b);

(c) By allowing the company of which he was named the president to send unsolicited advertisements for legal services without including the requisite disclaimer, Defendant solicited professional employment from potential clients by written communication in violation of Rule 7.3;

(d) By allowing the company of which he was named the president to recite in the contracts between LHG and various individuals that his corporation (LHG) was able to provide legal services in a jurisdiction where it was not authorized; and by promising various individuals that: (1) they would be approved for a mortgage reduction, (2) that their payments would be lowered within a certain amount of time by various amounts per month, and (3) that their interest rates would be reduced to various lower percentages, Defendant made false or misleading statements about his services in violation of Rule 7.1(a) and engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 8.4(c);

(e) By allowing the company of which he was named the president to charge various individuals for loan modification services in a jurisdiction in which the company was not authorized to provide legal services, charge and collect money from various individuals to engage in illegal debt adjusting on their behalf, and charge the clients various amounts for loan modifications and yet provide them with no beneficial assistance, Defendant charged and collected illegal or clearly excessive fees in violation of Rule 1.5(a);

(f) By allowing the company of which he was named the president to fail to provide various clients with the status of their cases despite numerous requests for the same, Defendant failed to keep his clients reasonably informed about the status of their cases or explain matters to the extent reasonably necessary to permit the clients to make informed decisions regarding their cases in violation of Rule 1.4(a) and (b);

(g) By allowing nonlawyer assistants of the company of which he was named the president to make various claims to the company's clients and provide the clients with legal advice, Defendant failed to make reasonable efforts to ensure that the conduct of his nonlawyer assistants was compatible with the professional obligations of a lawyer in violation of Rule 5.3(b);

(h) By allowing the company of which he was named the president to give a portion of the fee LHG collected from D. and K.D. to a Virginia attorney, Defendant divided a fee between lawyers not in the same firm without the clients' knowledge or consent in violation of Rule 1.5(e); and

(i) By allowing the company of which he was named the president to provide legal services in Virginia, a jurisdiction in which he was not authorized to practice law, Defendant engaged in the unauthorized practice of law in violation of Rule 5.5(a).

Based upon the foregoing Findings of Fact and Conclusions of Law and the consent of the parties, the Hearing Panel hereby makes by clear, cogent and convincing evidence the following:

#### ADDITIONAL FINDINGS OF FACT REGARDING DISCIPLINE

1. Defendant was not aware at the time that the individuals referred to herein were clients of LHG. The only client with whom he had any contact was "S.M." Defendant was not aware of LHG's interactions with the other clients referred to herein nor the extent of the harm they incurred until this action was commenced.

2. Defendant has fully cooperated with the State Bar's investigation into the company's activities in North Carolina and other states.

3. Defendant has acknowledged his conduct violated the Rules of Professional Conduct from the outset of the State Bar's investigation in this matter. Throughout the investigation of the grievance and in these proceedings before the DHC, Defendant has been particularly candid and forthright in his responses and in his admissions of wrongdoing and violations of the Rules of Professional Conduct. Defendant has demonstrated genuine remorse throughout the process.

4. There is no evidence that Defendant intended to harm his clients or that he exhibited a dishonest or selfish motive.

5. Defendant has no prior discipline in his nearly fifteen years of practice in three states.

6. Based upon Defendant's lack of discipline in nearly fifteen years of practice, his candid admissions throughout these proceedings, his remorse and efforts to rectify the effects on his clients, and his experience in the practice of law, there is little likelihood of repetition of this misconduct.

7. While Defendant nominally served as the president and owner of LHG throughout the corporation's existence and executed a "declaration" on August 19, 2014 wherein he stated that he "was personally responsible for representing Legal Help Group's clients in the state of North Carolina," these representations overstate Defendant's involvement with LHG. In substance and practice, though not in name, the beneficial owner and director of LHG was Phillips. Defendant signed and executed various documents at the direction of Phillips that made it appear Defendant was the owner of LHG. However, Defendant believed he was merely a minority partner with Phillips. Phillips received the majority of the financial profits made by LHG; made all decisions regarding the direction and actions of the company; supervised the day-to-day operations of LHG; and hired, fired, and supervised all of LHG's employees.

8. In instances where clients who paid LHG for legal services contacted Defendant personally and made him aware of their damages, Defendant promptly and fully refunded the clients' money. These efforts to rectify were taken prior to the State Bar's investigation into Defendant.

9. Defendant was unaware that Phillips had incorporated LHG and named Defendant as the president and sole owner of LHG until Phillips presented him with the "declaration" on August 19, 2014.

10. Defendant was unaware of the harm LHG was causing to members of the public; as soon as he was informed of the harm LHG was causing, Defendant immediately took steps to disassociate with LHG and mitigate the damages suffered by the victims of LHG about whom he was aware.

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

#### CONCLUSIONS OF LAW REGARDING DISCIPLINE

1. The Hearing Panel has considered all of the factors contained in 27 N.C. Admin. Code 1B § .0114(w)(1) and concludes that the following factor that warrants suspension or disbarment is present:

(a) Negative impact of defendant's actions on client's or public's perception of the profession.

2. The Hearing Panel has considered all of the factors contained in 27 N.C. Admin. Code 1B § .0114(w)(2) and concludes that no factors that warrant disbarment are present.

3. The Hearing Panel has considered all of the factors contained in 27 N.C. Admin. Code 1B § .0114(w)(3) and concludes that the following are applicable in this matter:

(a) Absence of dishonest or selfish motive;

(b) Multiple offenses;

(c) Defendant's full and free disclosure to the hearing panel and cooperative attitude toward the proceedings; and

(d) Defendant's remorse.

4. Defendant has caused harm to his clients by aiding in the unauthorized practice of law and debt adjusting.

5. The Hearing Panel has considered all lesser sanctions including: censure, reprimand and admonition, and finds that discipline less than suspension would not adequately protect the public from Defendant's future misconduct because of the gravity of potential significant harm to his clients.

6. Under other circumstances, the misconduct in this case would warrant more serious discipline. The misconduct caused substantial harm to the clients of LHG and potential harm to the public's confidence in the integrity of the legal profession. However, the Hearing Panel concludes that the public will be adequately protected by the discipline imposed given the specific circumstances of this case, including the lack of evidence that Defendant intentionally harmed the clients, Defendant's lack of professional discipline, Defendant's favorable professional and personal reputation in the community, Defendant's candid acceptance of personal responsibility for his actions from the outset of the State Bar's investigation, Defendant's acknowledgement of the wrongfulness and seriousness of his misconduct, Defendant's lack of control over LHG, Defendant's efforts to rectify the harm caused by LHG, Defendant's lack of awareness of the harm caused by LHG, and Defendant's genuine remorse.

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

#### ORDER OF DISCIPLINE

1. Defendant, Marlon Brent Messer, is hereby suspended from the practice of law for two years, effective ninety days from service of this order upon Defendant.
2. Defendant shall pay, within ninety days of service of the statement of fees and costs upon him by the Secretary of the State Bar, the administrative fees and costs of this proceeding.
3. The two year suspension is stayed for a period of two years as long as Defendant complies with the following conditions:
  - (a) Defendant pays the administrative fees and costs of this proceeding as assessed by the Secretary of the State Bar within 90 days of service of the statement of fees and costs upon him;
  - (b) Within six months of the effective date of this order, Defendant shall complete six hours of continuing legal education (CLE) courses on the subject of ethics or professional responsibility. This CLE requirement is in addition to the CLE requirements set out in 27 N.C. Admin. Code 1D § .1518;
  - (c) Defendant shall keep the State Bar Membership Department advised of his current business address. Defendant shall notify the State Bar of any change of address within ten days of such change. His current business address must be a street address, not a post office box or drawer;
  - (d) Defendant shall respond to all communications from the State Bar, including communications from the Attorney Client Assistance Program, within thirty days

of receipt of such communication or by the deadline stated in the communication, whichever is sooner;

- (e) Defendant shall timely comply with all State Bar continuing legal education requirements and will pay all fees and costs assessed by the applicable deadline;
- (f) Defendant will pay all State Bar and judicial district membership dues, Client Security Fund assessments, and any other related dues, fees, and/or costs by the applicable deadline;
- (g) Defendant shall not violate any of the Rules of Professional Conduct in effect during the period of the stay;
- (h) Defendant shall not violate any laws of the United States or of any state or local government, other than minor traffic violations, during the period of the stay; and
- (i) Defendant shall not participate or be associated with any business entity or law firm engaged in providing legal services in more than one state without first providing written notice of such to the North Carolina State Bar Office of Counsel and thereafter providing the State Bar with any documents the State Bar requests pursuant to that association.

4. Unless Defendant's obligations under this Order are modified by further order of the DHC, Defendant's obligations under this Order end two years from the effective date of the Order provided there are no motions or show cause proceedings pending alleging lack of compliance with the conditions of the stay of the suspension. Pursuant to 27 N.C. Admin. Code 1B § .0114(x), the DHC retains jurisdiction until all conditions of the stay of the suspension have been met. If a motion or show cause proceeding alleging lack of compliance with the conditions for the stay of the suspension is pending when the period of the stay of the suspension would otherwise have terminated, the DHC retains the jurisdiction and ability to lift the stay of the suspension and activate the two 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 for the stay will continue until resolution of any such pending motion or show cause proceeding.

5. If Defendant fails to comply with any one or more of the conditions set out above in this Order of Discipline, then the stay of the suspension may be lifted and the suspension activated in accordance with 27 N.C. Admin. Code 1B § .0114(x).

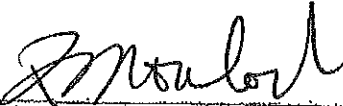
6. If the stay of the suspension is lifted and the suspension is activated for any reason, the Disciplinary Hearing Commission may enter an order imposing such conditions as it deems proper for the reinstatement of Defendant's license at the end of the suspension. Additionally, Defendant must establish the following by clear, cogent and convincing evidence prior to being reinstated to the practice of law after any period of active suspension:


- (a) That Defendant submitted his law license and membership card to the Secretary of the State Bar within thirty days of the date of the order lifting the stay and/or activating the suspension of his law license;
- (b) That Defendant complied with the provisions of 27 N.C. Admin. Code 1B § .0124 following entry of the order lifting the stay and/or activating the suspension of his law license;
- (c) That Defendant timely paid all administrative fees and costs assessed against him in this proceeding as reflected on the statement of costs served upon him by the Secretary of the State Bar;
- (d) That within 15 days of the effective date of the order activating the suspension, Defendant provided the State Bar with an address and telephone number at which clients seeking return of files could communicate with Defendant to obtain such files;
- (e) That Defendant provided within ten days client files to all clients who made a request for return of their files;
- (f) That Defendant has kept the State Bar Membership Department advised of his current business street addresses (not post office box or drawer addresses) and notified the State Bar of any change in address within ten days of such change;
- (g) That Defendant has responded to all communications from the State Bar, including communications from the Attorney Client Assistance Program, within thirty days of receipt or by the deadline stated in the communication, whichever is sooner;
- (h) That Defendant has not participated or been associated with any business entity or law firm engaged in providing legal services in more than one state without first providing written notice of such to the North Carolina State Bar Office of Counsel and thereafter providing the State Bar with any documents the State Bar requests pursuant to this association;
- (i) That, at the time of his petition for reinstatement, Defendant is current in payment of all membership dues, fees and costs, including all Client Security Fund assessments, and other charges or surcharges the State Bar is authorized to collect from him, including all judicial district dues and assessments;
- (j) That, at the time of his petition for reinstatement, there is no deficit in Defendant's completion of mandatory CLE hours in reporting of such hours or in payment of any fees associated with attendance at CLE programs;

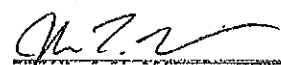
- (k) That at the time of his petition for reinstatement, Defendant had completed six hours of CLE courses on the subject of ethics or professional responsibility within six months of the effective date of this order;
- (l) That Defendant did not violate any of the Rules of Professional Conduct in effect during the period of the suspension; and
- (m) That Defendant did not violate 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 suspension.

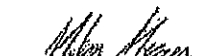
7. The Disciplinary Hearing Commission will retain jurisdiction of this matter pursuant to 27 N.C. Admin. Code 1B § .0114(x) of the North Carolina State Bar Discipline and Disability Rules until all conditions of the stay of suspension are satisfied.

Signed by the Chair with the consent of the other Hearing Panel members this the 4<sup>th</sup> day of May, 2016.

  
 Fred M. Morelock, Chair  
 Disciplinary Hearing Panel

 5/4/16  
 Margaret Cloutier  
 Attorney for Plaintiff Date

 5/4/16  
 Joshua T. Walthall  
 Attorney for Plaintiff Date

 4-22-16  
 Marion B. Messer  
 Defendant Date

 5/02/16  
 P. Lane Williamson  
 Attorney for Defendant Date