



STATE OF NORTH CAROLINA

WAKE COUNTY

BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
09 DHC 25

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

LaSHON A. HARLEY, Attorney,

Defendant

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
ORDER OF DISCIPLINE

This matter was heard on 29 and 30 July 2010 before a hearing panel of the Disciplinary Hearing Commission composed of the Chair, Sharon B. Alexander, and members Fred M. Morelock and Joe Castro. Jennifer A. Porter represented Plaintiff, the North Carolina State Bar. Defendant appeared *pro se*.

Based upon the pleadings, the stipulated facts, and the evidence introduced at the hearing, the hearing panel hereby finds by clear, cogent, and convincing evidence the following

FINDINGS OF FACT

1. Plaintiff, the North Carolina State Bar ("State Bar"), is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar (Chapter 1 of Title 27 of the North Carolina Administrative Code).

2. Defendant, LaShon A. Harley ("Harley"), was admitted to the North Carolina State Bar in 1998, 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. Harley was properly served with process, a hearing in this matter was set, and the matter came before the hearing panel with due notice to all parties.

4. During all or part of the relevant periods referred to herein, Harley was engaged in the practice of law in the State of North Carolina and maintained a law office

at various locations in Durham, Durham County, North Carolina or in Raleigh, Wake County, North Carolina.

5. Harley was closing attorney for numerous residential real estate closings in which she applied to Chicago Title for title insurance for the lenders and/or owners in 2004 and 2005. Harley failed to timely complete and submit final title opinions to Chicago Title in 18 closings and failed to disburse the title insurance premiums to Chicago Title in 6 closings during this time period.

6. Chicago Title repeatedly requested the outstanding final title opinions and payments during 2006 and 2007. Respondent failed to respond to some messages. Respondent promised to complete final opinions in response to other messages but either did not provide the promised title opinions or failed to provide all necessary information in what she submitted. Chicago Title continued to request the outstanding title opinions and missing information. Respondent failed to provide the outstanding title opinions and information during 2006 and 2007.

7. Harley maintained a trust account in the course of her law practice and received entrusted funds into her trust account, beginning in at least 2004.

8. Harley withdrew or disbursed funds from her trust account on several occasions by improper means and/or without identifying any client against whose balance the funds were being withdrawn, including as follows:

- a. 459.00 on or about July 29, 2005 by POCKETCHECK with a notation of American Home Shield
- b. \$196.46 on or about August 5, 2005 by cash withdrawal at Wal-Mart
- c. \$400.00 on or about August 12, 2005 by trust account check number 3714 labeled "attorney's fees"
- d. \$180.73 on or about August 19, 2005 by POCKETCHECK with a notation of DTV*DIRECTTV SERVICE
- e. \$475.00 on or about October 25, 2005 by "Advice of Debit DDA"
- f. \$550.00 on or about October 26, 2005 by "Advice of Debit DDA"
- g. \$825.00 on or about November 18, 2005 by check number 3794 labeled "attorney's fees"
- h. \$825.00 on or about December 19, 2005 by "Advice of Debit DDA"
- i. \$2,000.00 on or about December 30, 2005 by "Advice of Debit DDA"
- j. \$400.00 on or about January 5, 2006 by "Advice of Debit DDA"
- k. \$40.00 on or about March 8, 2006 by HONOR Withdrawal/Debit card
- l. \$152.00 on or about March 28, 2006 by "Advice of Debit DDA" with a notation of Durham County ROD

- m. \$480.00 on or about May 10, 2006 by check card
- n. \$5,345.95 by check number 3841 to Chicago Title Insurance Company on or about June 12, 2006 for "Title Insurance Premiums for Open files"
- o. \$493.00 by unnumbered check dated December 29, 2006 made payable to Cash for "Xter to Main [remainder not legible]"
- p. \$125.00 on or about February 7, 2007 by "Advice of Debit DDA" with a notation of "Transfer Gunner (Lease Pmt)"
- q. \$964.05 by check number 3846 to Chicago Title Insurance Company on or about February 16, 2007 for "Title Insurance Premiums for Open files"
- r. \$160.00 on or about July 25, 2007 by ATM/HONOR withdrawal
- s. \$79.00 on or about January 17, 2008 by check card, with a notation on the bank statement of "1/16/08 CORPEX 01 OF 01 800-2218181"
- t. \$515.87 on or about February 12, 2008 by ATM/HONOR withdrawal

9. Harley deposited funds on numerous occasions into her trust account without identifying the client to whom the funds belonged, including as follows:

- a. \$755.00 on or about October 14, 2005 by "Advice of Credit DDA"
- b. \$100.00 on or about October 5, 2005 by "Cash in Ticket"
- c. \$57.00 from the County of Durham on or about November 18, 2005
- d. \$40.00 on or about March 17, 2006 by "Cash in Ticket"
- e. \$9.00 on or about August 30, 2005 by "Cash in Ticket"

10. Harley commingled personal funds with client funds in her trust account and disbursed funds from her trust account for personal purposes, including as follows:

- a. \$950.00 in attorney's fees simultaneously disbursed from and deposited back into her trust account on or about July 18, 2005
- b. \$550.00 deposited into her trust account on or about October 20, 2005 from Ragland & Larrie, PLLC for "Office Expenses + Rent"
- c. \$470.00 by check number 3789 on or about November 6, 2005 to White Enterprises, Inc. for "Lease Payments – November 2005"

11. Harley has not reconciled her trust account quarterly.

12. Harley served as closing attorney in several closings in which Harley failed to receive and disburse funds as reflected on the HUD-1 Settlement Statements. Harley disbursed more funds to certain individuals/entities than had been collected for those individuals/entities. Harley also failed to pay items from closings. In some instances, her handling of the funds left a positive balance for a closing, but the balance was not sufficient to cover the disbursements she had failed to make. Closings in which

Harley failed to receive and/or disburse funds as reflected on the HUD-1 Settlement Statements include:

- a. Buyer/borrower Ngozi Atufunwa, settlement date October 28, 2005
- b. Buyer/borrower Marcus Trotter, settlement date August 3, 2005
- c. Buyer/borrower LeShonya Braswell, settlement date July 11, 2005
- d. Buyer/borrower Gene Burns, settlement date June 17, 2005

13. Harley has had funds remaining in her trust account for clients for several years and has failed to provide these clients with the required annual accountings and has failed to promptly deliver these clients' funds, including for the following clients:

- | | |
|-------------------------|---------------------------|
| a. Ngozi Atufunwa | l. Everett Jones |
| b. B&B Group Properties | m. Madeline Marshall |
| c. LeShonya Braswell | n. Optimum Advantage, LLC |
| d. John W. Brown | o. Henry Perry |
| e. Leroy Crosson | p. Gail Plummer |
| f. Faith Edwards | q. Ashley Sanders |
| g. Eugenia Floyd | r. Douglas Sanford |
| h. William Graham | s. Myron Sharpe |
| i. Herron Harper | t. Lashaundon Smith |
| j. Thomas Hart | u. Andre Turrentine |
| k. Erskine Hawkins | v. Timothy Ward |

14. Harley disbursed \$5,500.00 to Robert Gunter by check number 3848 on or about August 1, 2007. Harley did not have \$5,500.00 in her trust account for Gunter at that time, and this disbursement utilized other clients' funds in her trust account. Harley did not deposit \$5,500.00 for Gunter into her trust account until August 16, 2007.

15. Harley collected more for herself than the amounts identified on the applicable HUD-1 Settlement Statements as being disbursed to her in real estate closings, including in the following closings:

- a. Buyer/borrower Erskine and Cora Hawkins, settlement date June 10, 2005
- b. Buyer/borrower Gene Burns, settlement date June 17, 2005

16. The HUD-1 Settlement Statement for the closing with buyer/borrower Gene Burns, settlement date June 17, 2005, reflects funds received from Mr. Burns in the amount of \$8,598.97. The HUD-1 Settlement Statement identifies disbursements to Harley totaling \$325.00. Harley received a check for \$8,850.00 for this closing. Instead of depositing the \$8,850.00 into her trust account, Harley deposited \$8,500.00 of those

funds into her trust account and received \$350.00 in cash by means of the "less cash received" line of her deposit form.

Based upon the foregoing Findings of Fact, the hearing panel enters the following

CONCLUSIONS OF LAW

1. All the parties are properly before the Disciplinary Hearing Commission and the Disciplinary Hearing Commission has jurisdiction over the Defendant, LaShon Harley, and the subject matter.

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), for engaging in conduct in violation of the Rules of Professional Conduct in effect at the time of her actions as follows:

- (a) By failing to timely complete final title opinions and obtain title insurance for her clients in real estate closings, Harley failed to act with reasonable diligence and promptness in representing her clients in violation of Rule 1.3;
- (b) By failing to promptly disburse client funds, Harley failed to act with reasonable diligence and promptness in representing her clients in violation of Rule 1.3 and failed to promptly deliver entrusted funds as directed by her clients in violation of Rule 1.15-2(m);
- (c) By making disbursements from her general trust account for clients without identifying on the disbursing instrument the recipient and/or the client against whose balance the funds were being withdrawn, Harley failed to maintain required records in violation of Rule 1.15-3(a)(2)¹;
- (d) By withdrawing funds from her trust account debit card, ATM, check made to cash, check card, and Advice of Debit DDA forms, Harley used improper methods to disburse funds from her trust account in violation of Rule 1.15-2(i);
- (e) By disbursing attorney's fees from her trust account by means that failed to identify the client against whose balance the item was being drawn, Harley disbursed fees by an improper method in violation of Rule 1.15-2(h);
- (f) By making deposits into her general trust account without identifying on the deposit slip or instrument the source and/or the client to whom such

¹ The current version of this rule is Rule 1.15-3(b)(2), amended March 6, 2008

funds belonged, Harley failed to maintain required records in violation of Rule 1.15-3(a)(1)²;

- (g) By failing to provide annual accountings to clients for whom she had funds in her general trust account, Harley failed to provide requisite accountings of entrusted funds in violation of Rule 1.15-3(d)³;
- (h) By having personal funds in her trust account and by disbursing funds from her trust account for personal expenses, Harley commingled funds in violation of Rule 1.15-2(f);
- (i) Harley failed to reconcile her general trust account quarterly in violation of Rule 1.15-3(c)⁴;
- (j) By disbursing \$5,500.00 from her general trust account to Robert Gunter at a time when she did not have \$5,500.00 in her trust account for Mr. Gunter, Harley failed to properly maintain entrusted funds in violation of Rule 1.15-2(a) and failed to pay other clients' funds as directed by those clients in violation of Rule 1.15-2(m);
- (k) By failing to receive and disburse funds in real estate closings as shown on the HUD-1 Settlement Statements, Harley failed to properly receive and maintain entrusted funds in violation of Rule 1.15-2(a), failed to promptly deliver entrusted funds as directed by her clients in violation of Rule 1.15-2(m), and failed to act with reasonable diligence and promptness in representing her clients in violation of Rule 1.3; and
- (l) By failing to deposit the total funds from buyer Gene Burns into her trust account and instead receiving funds back (either in cash or cashier check form) at the time of deposit for her fee, Harley failed to deposit mixed funds intact into her trust account in violation of Rule 1.15-2(g);

Based upon the foregoing Findings of Fact and Conclusions of Law and upon the evidence and arguments presented at the hearing concerning appropriate discipline, the hearing panel hereby finds by clear, cogent, and convincing evidence the following additional

FINDINGS OF FACT REGARDING DISCIPLINE

1. Defendant knowingly failed to complete title work for clients and knowingly failed to disburse title insurance premiums to the title insurance companies in a timely manner. As a result, lenders and borrowers who thought they had obtained title

² The current version of this rule is Rule 1.15-3(b)(1), amended March 6, 2008

³ The current version of this rule is Rule 1.15-3(e), amended March 6, 2008

⁴ The current version of this rule is Rule 1.15-3(d)(1), amended March 6, 2008

insurance coverage in fact did not have title insurance coverage. In this manner, Defendant's conduct impaired her clients from achieving that goal of the representation.

2. Although the potential harm from Defendant's failure to obtain title insurance policies was foreseeable, Defendant did not intend to cause the harm that could have resulted to the lender and the buyer from not having title insurance coverage should a title problem arise.

3. Defendant's conduct has negatively affected title insurance companies which issued title commitments and insured closing letters for transactions Defendant closed but for which she failed to complete final title opinions or send title insurance premiums. Chicago Title Insurance Company has had to process claims filed under the insured closing letter coverage, which lasts for three years. Chicago Title has had to retain other counsel to issue final title opinions in two matters in which claims were filed under the insured closing letter coverage, and bore the expense of those attorneys' fees. The remainder of the approximate 12 files for which Chicago Title has not received final title opinions from Defendant remain in an unsettled status because of the title commitments and insured closing letters that were issued.

4. Defendant knowingly failed to reconcile her trust account, to track and determine what funds she had for which clients in her trust account, and to send her clients annual accountings of funds being held in trust on their behalf for several years. The actual harm to clients or third parties has been minimal in relation to the detriment that could have been caused.

5. While Defendant did not intentionally act contrary to the Rules of Professional Conduct regarding trust accounts, Defendant made no effort to become familiar with those rules. This is unacceptable for an attorney who handles entrusted funds and poses an immense risk to the clients and third parties.

6. Although Defendant has been aware that she has not been reconciling her trust account and has not been confident of how much money she has in her trust account for which clients and for what purposes for several years, she has not made any significant progress in sorting through her documentation and identifying client funds in her trust account until her preparation for the hearing in this disciplinary case.

7. Defendant's conduct, as alleged in the State Bar's complaint and found by the hearing panel to have been proven by clear, cogent, and convincing evidence, was known to the public and her clients. One client saw the State Bar's complaint on the State Bar's website and contacted Defendant with concerns.

8. Defendant has had no prior disciplinary action taken against her law license.

9. During the time period at issue in this matter, Defendant was left as the sole attorney in the law office handling administrative matters and most legal matters.

Defendant was also assisting a law partner who had left the firm and other attorneys with their cases. These duties and obligations in addition to the duties and obligations she had from her own cases became overwhelming to Defendant.

10. The hearing panel has carefully considered all available forms of discipline available, including admonition, reprimand, censure, suspension, and disbarment, in determining what level of discipline is appropriate and necessary to protect the public.

Based upon the foregoing Findings of Fact, Conclusions of Law, Findings of Fact Regarding Discipline, and upon the evidence and arguments presented at the hearing concerning appropriate discipline, the hearing panel hereby enters the following additional

CONCLUSIONS REGARDING DISCIPLINE

1. The hearing panel has carefully considered the factors listed in Rule .0114(w) of the North Carolina State Bar Discipline and Disability Rules. The hearing panel finds the following factors established by clear, cogent, and convincing evidence:

a. From Rule .0114(w)(1):

- i. Subsection (B), intent of the defendant to commit acts where the harm or potential harm is foreseeable.
- ii. Subsection (E), negative impact of defendant's actions on the clients' or public's perception of the profession.
- iii. Subsection (G), impairment of the client's ability to achieve the goals of the representation.
- iv. Subsection (H), effect of defendant's conduct on third parties, most particularly Chicago Title Insurance Company.

b. From Rule .0114(w)(3):

- i. Subsection (A), no prior disciplinary offenses.
- ii. Subsection (E), a lack of any timely good faith efforts to make restitution or rectify the consequences of this conduct.
- iii. Subsection (G), multiple offenses.
- iv. Subsection (H), effect of personal or emotional problems on the conduct at issue, particularly the imposition of other attorneys upon Defendant such that she was overwhelmed with administrative duties.

- v. Subsection (K), full and free disclosure, to the best of Defendant's ability, to the hearing panel and a cooperative attitude toward the proceedings.
- vi. Subsection (Q), character or reputation of integrity as discussed in character letters Defendant provided.
- vii. Subsection (S), although Defendant has been engaged in the practice of law since 2002, she did not have experience to draw on when she began her recordkeeping practices which were involved in the subsequent trust account problems found herein.

2. Defendant's failure to tend to her trust account, to ensure she knew whose money she held for whom, and to complete disbursements for clients posed a significant threat of harm to her clients, caused actual significant harm to Chicago Title, and, if allowed to continue, poses significant potential harm to future clients and the reputation of the profession.

3. When an attorney neglects client matters and mishandles entrusted funds, it reflects negatively on the profession and causes potential significant harm to the public's trust of the profession.

4. Defendant has had a long time to identify the client funds in her trust account and determine appropriate disbursements. Although Defendant has made progress in identifying client funds and to whom disbursements should be made in the course of this disciplinary action, she still has not completed this identification and has not made the disbursements. Continued attention by the State Bar is required to ensure Defendant completes this process.

5. Based upon the foregoing facts and conclusions of law, entry of an order of discipline with a significant suspension of Defendant's law license that is stayed only as long as Defendant complies with certain conditions is necessary to protect the public from future transgressions of this attorney.

Based upon the foregoing Findings of Fact, Conclusions of Law, Findings of Fact Regarding Discipline, and Conclusions Regarding Discipline, the hearing panel hereby enters the following

ORDER OF DISCIPLINE

1. Defendant, LaShon A. Harley, is hereby suspended from the practice of law in North Carolina for three years.

2. The appropriate administrative fee and the costs of this proceeding are taxed to Defendant, including the costs of Defendant's deposition.

3. The three-year suspension is stayed for a period of five years as long as Defendant complies, and continues to comply during the period of the stay, with the following conditions:

- (a) Within 90 days of when this order is signed, Defendant must have the funds from her RBC Bank trust account disbursed to the appropriate parties and the account closed;
- (b) Defendant must provide satisfactory proof of the appropriate disbursements and the closing of the RBC Bank trust account to the State Bar no later than 15 days after the account is closed. This proof shall include but is not limited to canceled checks, bank statements, client file documentation or other documentation corresponding to the disbursements, and client ledger cards (handwritten or typed) showing the receipt and disbursement of funds with zero balances achieved for all clients by appropriate disbursements;
- (c) Within 1 year of the effective date of this order, Defendant shall complete an accounting course or continuing legal education course focused on trust account practices and methods and compliance with the requirements of the Rules of Professional Conduct. This course must be at least eight hours of credit and must be approved in advance by the Office of Counsel of the State Bar;
- (d) Within 1 year of the effective date of this order, Defendant shall complete a law office management course. This course must be at least eight hours of credit and must be approved in advance by the Office of Counsel of the State Bar;
- (e) Defendant shall cooperate and comply with all reasonable requests made by Chicago Title Insurance Company in its effort to obtain issuance of all final title policies on closings for which Defendant was the settlement agent;
- (f) Defendant is to have her trust account(s) audited on a quarterly basis by a certified public accountant (CPA) approved in advance by the Office of Counsel. The CPA must examine her trust account(s) for compliance with the Rules of Professional Conduct. The CPA must report quarterly to the Office of Counsel of the State Bar any accounting irregularities and any deviance from the requirements of the Rules of Professional Conduct, with a copy of the report sent simultaneously to Defendant. The CPA's reports are due no later than 30 days after the end of each quarter (first

quarter's report due April 30, second quarter's report due July 30, third quarter's report due October 30, and fourth quarter's report due January 30). Defendant shall ensure the CPA completes and submits the reports as required herein;

- (g) If any of the CPA's reports note any irregularities or deficiencies requiring remedial action, Defendant shall take such remedial action and provide proof of such to the Office of Counsel of the State Bar and to the CPA within thirty (30) days of the date of the CPA's report;
- (h) If any of the CPA's reports note any irregularities or deficiencies requiring remedial action, the CPA shall provide a final report regarding whether Defendant's remedial actions were sufficient and whether Defendant's trust account or accounts has/have been brought into compliance with the Rules of Professional Conduct. This final report shall be provided to the Office of Counsel with a copy to Defendant within thirty (30) days of Defendant's provision of proof of remedial action;
- (i) All evaluations, reports, and services of the CPA will be at Defendant's expense;
- (j) Upon 10 days' notice, Defendant will permit the State Bar to conduct random audits of all accounts over which she has signatory authority and into which client or fiduciary funds have been deposited. Defendant shall provide the State Bar with all documents requested by the State Bar within 5 business days and shall be solely responsible for the expense of complying with the random audit request;
- (k) Defendant shall comply with any requests from the Office of Counsel to provide any information regarding her trust accounts or to sign and provide any release or authorization to allow the Office of Counsel to obtain information directly from any bank in which Defendant keeps a trust account, by the deadline stated in the request;
- (l) Within 10 days of the effective date of this order, Defendant shall contact the Membership Department of the State Bar and ensure the Membership Department of the State Bar has her current information for her physical address (not a Post Office box), telephone number, and e-mail address. Defendant shall keep this information current with the Membership Department throughout the period of the stay;

- (m) Defendant shall accept all certified mail from the State Bar sent to the address on record with the Membership Department of the North Carolina State Bar;
- (n) Defendant shall respond to all letters of notice and requests for information from the North Carolina State Bar by the deadline stated therein with full and complete responses and all requested documentation;
- (o) Defendant will timely comply with the State Bar continuing legal education requirements and will pay all fees and costs assessed by the applicable deadline;
- (p) Defendant will pay all membership, Client Security Fund, and any other related dues, fees, and/or costs by the applicable deadline;
- (q) Defendant will not violate any of the Rules of Professional Conduct in effect during the period of the stay;
- (r) Defendant will not violate any laws of the State of North Carolina or of the United States during the period of the stay; and
- (s) Defendant will pay all costs of this proceeding as assessed by the Secretary within one year after the statement of costs has been provided to her.

4. If during the stay of the suspension Defendant fails to comply with any one or more of the conditions stated above, then the stay of the suspension of her law license may be lifted as provided in § .0114(x) of the North Carolina State Bar Discipline and Disability Rules.

5. If the stay of the suspension is lifted and the suspension is activated for any reason, Defendant may apply for reinstatement after serving the activated suspension by filing a petition pursuant to § .0125 of the North Carolina State Bar Discipline and Disability Rules demonstrating compliance with the requirements therein as well as the following requirements by clear, cogent, and convincing evidence:

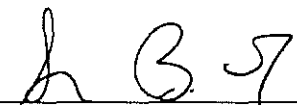
- (a) Defendant properly wound down her law practice and complied with the terms of 27 N.C. Admin. Code Chapter 1, Subchapter B, § .0124 of the State Bar Discipline & Disability Rules;
- (b) Defendant disbursed the funds from her RBC Bank trust account and any other trust account to the appropriate parties and closed the account;

- (c) Defendant provided satisfactory proof of the appropriate disbursements and the closing of the RBC Bank trust account and any other trust account to the State Bar no later than 15 days after the account was closed. This proof shall include but is not limited to canceled checks, bank statements, client file documentation or other documentation corresponding to the disbursements, and client ledger cards (handwritten or typed) showing the receipt and disbursement of funds with zero balances achieved for all clients by appropriate disbursements;
- (d) Within 1 year of filing her petition for reinstatement, Defendant completed an accounting course or continuing legal education course focused on trust account practices and methods and compliance with the requirements of the Rules of Professional Conduct. This course must be at least eight hours of credit and must be approved in advance by the Office of Counsel of the State Bar;
- (e) Within 1 year of filing her petition for reinstatement, Defendant completed a law office management course. This course must be at least eight hours of credit and must be approved in advance by the Office of Counsel of the State Bar;
- (f) Defendant cooperated and complied with all reasonable requests made by Chicago Title Insurance Company in its effort to obtain issuance of all final title policies on closings for which Defendant was the settlement agent;
- (g) Defendant kept the Membership Department of the State Bar informed of her current information for her physical address (not a Post Office box), telephone number, and e-mail address throughout the period of her suspension;
- (h) Defendant accepted all certified mail from the State Bar sent to the address on record with the Membership Department of the North Carolina State Bar throughout the period of the suspension;
- (i) Defendant responded to all letters of notice and requests for information from the North Carolina State Bar by the deadline stated therein with full and complete responses and all requested documentation throughout the period of her suspension;
- (j) Defendant has come into compliance with any outstanding continuing education or membership obligations at the time of the filing of her petition for reinstatement;

- (k) Defendant did not violate any of the Rules of Professional Conduct in effect during the period of the suspension;
- (l) Defendant did not violate any laws of the State of North Carolina or of the United States during the period of the suspension; and
- (m) Defendant paid all costs of this proceeding as assessed by the Secretary by the date of the filing of her petition for reinstatement.

6. The Disciplinary Hearing Commission will retain jurisdiction of this matter pursuant to 27 N.C. Admin. Code Chapter 1, Subchapter B, § .0114(x) of the North Carolina State Bar Discipline and Disability Rules throughout the period of the stayed suspension.

28 Signed by the Chair with the consent of the other hearing panel members, this the
day of ~~August~~ September 2010.



Sharon B. Alexander, Chair
Disciplinary Hearing Panel