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**BEFORE THE INVESTIGATIVE PANEL
OF THE LAWYER DISCIPLINARY BOARD
STATE OF WEST VIRGINIA**



In Re: Justin J. Marcum, a member of
The West Virginia State Bar

Bar No.: 11636
I.D. No.: 17-03-552, 17-05-577
18-06-059, 18-05-378

STATEMENT OF CHARGES

To: Justin J. Marcum, Esquire
Post Office Box 2531
Williamson, West Virginia 25661

YOU ARE HEREBY notified that a Hearing Panel Subcommittee of the Lawyer Disciplinary Board will hold a hearing pursuant to Rules 3.3 through 3.16 of the Rules of Lawyer Disciplinary Procedure, with regard to the following charges against you:

1. Justin J. Marcum (hereinafter "Respondent") is a lawyer practicing in Williamson, which is located in Mingo County, West Virginia. Respondent, having passed the bar exam, was admitted to The West Virginia State Bar on October 19, 2011. As such, Respondent is subject to the disciplinary jurisdiction of the Supreme Court of Appeals of West Virginia and its properly constituted Lawyer Disciplinary Board.

COUNT I

I.D. No. 17-03-552

Complaint of Jeffrey S. Simpkins

2. On November 1, 2017, Complainant Jeffrey S. Simpkins, Esquire, filed a complaint alleging that Respondent had, on August 8, 2017, made uninitiated contact with his

client, K.P.B.,¹ for approximately thirty (30) minutes while she was incarcerated in the Southwestern Regional Jail (hereinafter “SWRJ”).

3. Mr. Simpkins said he was retained by K.P.B. on August 3, 2017, to pursue damages regarding an incident wherein a Mingo County Civilian Court Bailiff had taken K.P.B. to a boiler room in the Courthouse and subjected her to the imposition of sexual acts while she was in handcuffs and leg irons. Mr. Simpkins said that Respondent was aware that K.P.B. already had representation, but still attempted to solicit her case.
4. On or about August 19, 2017, K.P.B. sent a letter to Mr. Simpkins to advise him that Respondent had visited her at SWRJ, telling her that her mother and father had told him that she needed an attorney, and asked him to visit her at the jail. K.P.B. said she told Respondent that she already had an attorney, and he acknowledged that he was aware of that fact. K.P.B. said she advised Respondent that he had misrepresented the facts because her parents were divorced and were not on speaking terms and, therefore, she knew they had not requested that he visit her in jail. K.P.B. said she advised Respondent that Mr. Simpkins was representing her in both her criminal and civil cases, and she was satisfied with the representation.
5. Mr. Simpkins stated that after Respondent had the conversation with K.P.B. and learned confidential information that could be harmful to her, he then undertook the

¹ Because of the sensitive nature of the facts alleged in this case, initials are used herein for the victim. *See State v. Edward Charles L.*, 183 W.Va. 641, 645 n. 1, 398 S.E.2d 123, 127 n.1 (1990). *See also* Rule 40(e)(1) of the Rules of Appellate Procedure.

representation of the civilian court bailiffs. Mr. Simpkins provided a copy of an October 20, 2017 letter sent to him by Respondent wherein Respondent states that his office has been retained by Larry “Yogi” Croaff, Dustin Scarberry and Billy Brian Haney, Civilian Court Bailiffs, for representation in a civil suit against Mr. Simpkins alleging slander.

6. Mr. Simpkins provided an Affidavit signed by K.P.B.’s mother wherein she stated that she had no contact or conversations with Respondent in regards to the representation of K.P.B., and that Respondent had provided a false statement to jail authorities in order to solicit K.P.B. as a client.
7. Mr. Simpkins provided an Affidavit signed by K.P.B.’s father wherein he stated that he never had any contact or conversations with Respondent or any of his affiliates in regards to the representation of K.P.B., and that Respondent had provided a false statement to jail authorities in order to solicit K.P.B. as a client.
8. By letter dated November 9, 2017, Mr. Simpkins filed a second complaint against Respondent, which was merged with the initial complaint. Mr. Simpkins stated that his office was retained by Edith Puckett, Phillip Puckett and Barbara Marcum regarding an automobile accident which occurred on December 27, 2008. Mr. Simpkins said that upon learning that the case had the appearance of fraud, he withdrew from the representation on January 6, 2009. Mr. Simpkins said those individuals were subsequently indicted, prosecuted, convicted, and spent time in jail for insurance fraud. Mr. Simpkins said that after receiving the initial ethics complaint,

he was advised by Mary Davis, a relative of Edith Puckett, that Respondent had contacted Edith Puckett, Phillip Puckett and Barbara Marcum and asked them to sign false affidavits stating that they had provided Mr. Simpkins with car wreck claims in exchange for money. Mr. Simpkins believed Respondent was retaliating against him for filing the initial ethics complaint.

9. On November 15, 2017, Respondent filed a response to the first complaint. Respondent admitted that he went to the jail for approximately thirty (30) minutes on August 8, 2017. He stated that he briefly met with K.P.B. on that date, but said he also met with three (3) other clients. Respondent said he told K.P.B. that someone in her family had called a friend of his asking him to stop by to see her. Respondent said he asked K.P.B. if she had an attorney and, when she responded yes, he told her he could not talk with her because she already had counsel. Respondent denied asking K.P.B. anything about her case, saying that he immediately left the room upon learning that she already had representation. Respondent said that K.P.B. did not communicate any information about her case in the short amount of time that he met with her.
10. Respondent stated that a friend of his, Ricky Haney, had been contacted by two individuals, one of them being K.P.B.'s mother. Respondent stated that these individuals asked Mr. Haney to have Respondent contact K.P.B. and, further, he did not know that she already had representation when he went to the jail. Respondent provided an affidavit signed by Ricky Haney attesting that K.P.B.'s mother and her friend had contacted him to request that Respondent meet with her daughter.

11. Respondent said that on October 20, 2017, some eleven (11) weeks after his meeting with K.P.B., he notified Mr. Simpkins that he was representing the bailiffs. Respondent said he did not learn anything substantive from K.P.B., but, after receiving this ethics complaint, withdrew from his representation of the bailiffs.
12. Respondent said K.P.B. lied in the letter she sent to Mr. Simpkins, and he further accused Mr. Simpkins of filing a frivolous ethics complaint because he did not investigate the matter before he filed the complaint.
13. Mr. Simpkins filed a reply on and provided a second affidavit from K.P.B.'s mother wherein she states that she did not contact Respondent or Ricky Haney, did not have any conversations with either one, and is not friends with Katrina Young. She stated that Mr. Haney's affidavit was false, misleading and a mischaracterization of the facts.
14. On February 7, 2019, Respondent filed a response to the second complaint. Respondent admitted that he met with Earn Davis and Phillip Puckett regarding Mr. Puckett's criminal case for insurance fraud, but stated that he never met Edith Puckett or Barbara Marcum. Respondent stated that he did not solicit any of those people as clients. Respondent stated that he did prepare the affidavits based on the information he was given when he met with Mr. Davis and Mr. Puckett, and said he merely prepared the affidavits as part of his intake process. Respondent stated that Mr. Puckett informed him that Mr. Simpkins had coached, counseled, informed and directed Mr. Puckett to make sure the wreck was a rear-end collision. Respondent said

that Mr. Davis told him that Mr. Simpkins had given him cash on five separate occasions for car wreck referrals. Respondent said he declined to take the lawsuit out of professional courtesy and because the statute of limitations had possibly passed.

15. Respondent stated that he had been friends with Earn and Mary Davis for many years and, when Mary Davis filed for divorce, she hired Mr. Simpkins to represent her. Respondent represented Earn Davis.

16. Disciplinary Counsel took K.P.B.'s sworn statement on February 12, 2019. K.P.B. stated that Respondent came to the jail on August 8, 2017, and that she went to the interview room believing she was meeting with Mr. Simpkins because she was told her attorney was there to meet with her. K.P.B. said that Respondent told her he knew that Mr. Simpkins was her lawyer, but that she should fire Mr. Simpkins and hire Respondent because he was a former assistant prosecutor and member of the House of Delegates and could get the results she needed. K.P.B. said Respondent told her he ran into her mom and dad in town and they wanted him to come meet with her. K.P.B. said she knew that was a lie because her parents were no longer together and not on speaking terms. K.P.B. said Respondent tried to ask her about her civil case against the bailiff, about what had happened between her and the bailiff and if the bailiff had raped her. K.P.B. said she did tell Respondent that she had been raped, but couldn't recall what else she told him about the incident. K.P.B. said Respondent did have a folder with her name on it, but she told Respondent that she was not going to fire Mr.

Simpkins and asked him to leave. K.P.B. said that Respondent met with her for about ten minutes.

17. Disciplinary Counsel took Mary Davis' sworn statement on February 12, 2019. Ms. Davis stated that she has known Respondent for approximately sixteen (16) years, that they are former friends and he is a friend of her ex-husband. Mr. and Mrs. Davis wanted to adopt a child that they had taken care of since he was five and a half (5 ½) months old, and the child was now fourteen (14) years old. Ms. Davis said that at some point in 2018, Respondent came to their house one night and asked Mr. Davis to "sign some papers against Jeff [Mr. Simpkins] for an accident". She said that Respondent told Mr. Davis that, if he signed the papers, he would handle the adoption for free. Ms. Davis said that Respondent also asked Mr. Davis to get Edith Puckett, Phillip Puckett and Barbara Marcum to sign papers as well. Ms. Davis said Mr. Davis told her he signed the false affidavit for Respondent when he signed papers for the adoption. Ms. Davis said she knew the affidavit was false because she knew the accident was a setup and Mr. Simpkins did not have anything to do with it. Ms. Davis stated that Respondent was already representing them in the adoption matter, and then subsequently represented her ex-husband in the divorce. Ms. Davis said that Respondent then left her name off the adoption papers. Ms. Davis said her ex-husband was trying to take the child out-of-state, instead of them having 50/50 custody. She said the adoption did not go through because she wouldn't sign any papers. Ms. Davis

said she did not think it was right for Respondent to handle the adoption for them and then represent her ex-husband in the divorce.

18. Disciplinary Counsel took Ricky Haney's sworn statement on February 12, 2019. Mr. Haney said he is the brother of Billy Brian Haney², a Civilian Court Bailiff for the Mingo County Sheriff's Department. Mr. Haney said he has known Respondent since Respondent was born and they are close friends. Mr. Haney said a lot of times someone will come up to him and tell him they want Respondent, and if someone tells him they need an attorney he will pass the message on to Respondent. Mr. Haney said he has never asked for or been offered any payment for the referrals, and he has no other interaction with the clients. Mr. Haney said he does do some handyman work for Respondent's father. Mr. Haney said that an individual named Katrina Young called him around two or three in the morning and told him she was with K.P.B.'s mother and that "they" wanted Respondent to represent K.P.B. Mr. Haney stated that he was told that it was the case involving the bailiff, but he has never met Missy Brown. Mr. Haney said he knew who K.P.B. was when he got the call, and that he also knew that she was represented by Mr. Simpkins at that time because his brother was a bailiff. Mr. Haney said he told Respondent to contact K.P.B., and that Respondent "chewed him out" when he returned from the jail because K.P.B. already had counsel.

² Billy Brian Haney is one of the Civilian Court Bailiff's listed by Respondent as a client in the October 20, 2017 letter he sent to Mr. Simpkins.

19. Disciplinary Counsel took Respondent's sworn statement on March 8, 2019. Respondent said he met with K.P.B. for less than five minutes, that he asked her if she needed to talk to him. Respondent said that she answered "No, I have an attorney", so he left. Respondent said that Ricky Haney had asked him to stop by the jail to see K.P.B., saying that K.P.B.'s mother and Katrina Young had called to make the request. Respondent said he never personally spoke with either of K.P.B.'s parents, and also stated that he did not know that K.P.B. had an attorney. He said he assumed that she had counsel for the criminal matter, but had no details of who the attorney was. Respondent said he did not think of K.P.B. as a prospective client, and denied telling K.P.B. that he served in the House of Delegates and could do more for her because of that position. Respondent also denied learning any information from K.P.B. that could be used against her in the defamation suit that he was going to file against Mr. Simpkins on behalf of the civilian court bailiffs. Respondent said that the only action he took in the defamation claim was to send the letter to Mr. Simpkins, and he did not believe that he had a conflict when he sent the letter. Respondent said he did not get K.P.B.'s consent to represent the bailiffs, and he then withdrew because there was "probably a conflict" because of the issue with K.P.B. Regarding the issue of the false affidavits, Respondent said Earn Davis' family went to jail for insurance fraud, and that Mr. Davis told him that Mr. Simpkins told him how to stage car wrecks and get money for them. Respondent said Mr. Davis told him that Mr. Simpkins would give him four or five hundred dollars for every car wreck.

Respondent admitted that he prepared the affidavits based on the information provided to him by Earn Davis and Phillip Puckett, but stated that he never met Edith Puckett or Barbara Marcum. Respondent said he would provide a signed copy of the affidavits. Respondent denied offering free legal work in exchange for the signed affidavits. Respondent said there was no signed contract for him to handle the adoption case, and Mr. Davis never paid the filing fee to get the case started. Respondent denied going to the Davis' house to ask Earn Davis to file a false affidavit.

20. Respondent subsequently advised Disciplinary Counsel that he was unable to find any signed copies of the affidavits of Earn Davis and Phillip Puckett.
21. Because Respondent represented the civilian court bailiffs when there was a significant risk that his representation would be materially limited by his responsibilities to K.P.B., and he represented Mr. Davis in a divorce after representing both Mr. and Mrs. Davis in an adoption, he violated Rule 1.7(a) of the Rules of Professional Conduct, which provides as follows:

Rule 1.7. Conflict of Interest; Current Clients

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

22. Because Respondent had represented K.P.B. as a potential client, and then represented the civilian court bailiffs, and he represented Mr. Davis in a divorce after representing both Mr. and Mrs. Davis in an adoption, he violated Rule 1.9(a) of the Rules of Professional Conduct, which provides as follows:

Rule 1.9. Duties to Former Clients

(a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.

23. Because Respondent had a conflict in representing the civilian court bailiffs and K.P.B. as a prospective client, he violated Rule 1.18(c) of the Rules of Professional Conduct, which provides as follows:

Rule 1.18. Duties to Prospective Client

(c) A lawyer subject to paragraph (b) shall not represent a client with interests materially adverse to those of a prospective client in the same or substantially related matter if the lawyer received information from the prospective client that could be significantly harmful to that person in the matter, except as provided in paragraph (d). If a lawyer is disqualified from representation under this paragraph, no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter, except as provided in paragraph (d).

24. Because Respondent solicited K.P.B. in person to be his client, he violated Rule 7.3(a) of the Rules of Professional Conduct, which provides as follows:

Rule 7.3. Solicitation of Clients

(a) A lawyer – or a lawyer’s agent, representative or employee – shall not by in-person, live telephone or real-time electronic contact, directly or indirectly solicit professional employment when a significant motive for the lawyer’s doing so is the lawyer’s pecuniary gain, unless the person contacted:

(1) is a lawyer; or

(2) has a family, close personal, or prior professional relationship with the lawyer.

25. Because Respondent provided false information to the Office of Lawyer Disciplinary Counsel (hereinafter “ODC”) during the investigation of this complaint, he violated Rules 8.1(a) and 8.4(c) of the Rules of Professional Conduct, which provides as follows:

Rule 8.1. Bar Admission and Disciplinary Matters.

[I]n connection with a disciplinary matter, shall not:

(a) knowingly make a false statement of material fact;

Rule 8.4. Misconduct

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

26. Because Respondent spoke with a potential client who he knew had counsel, he violated Rule 8.4(d) of the Rules of Professional Conduct, which provides as follows:

Rule 8.4. Misconduct

(d) engage in conduct that is prejudicial to the administration of justice;

COUNT II
I.D. No. 17-05-577
Complaint of Lora L. Cline

27. On November 16, 2017, Complainant Lora L. Cline filed a complaint against Respondent stating that her mobile home had burned down on April 17, 2016, and she reached an agreement with the insurance company over the insurance claim. Complainant said that she received a telephone call from Respondent's office asking her come to his office. Complainant stated that when she arrived at Respondent's office, she was placed in a room with Darrell Dotson, her ex-companion. Complainant said that Respondent yelled at her to hire him to represent her, or he would tie up the matter in court so she would not get the insurance money. Complainant related that she was living in her garage at that time, so she signed the insurance paperwork in order to get the insurance money. Complainant stated that she then received a telephone call from Respondent's office stating that they had received a check for her, and Complainant indicated that the check was for less than was sent by the insurance company.
28. Complainant said that she only signed one insurance check for \$500.00, dated April 18, 2016, to cover clothes. An insurance check dated June 13, 2016, for \$30,999.97 was made out to Complainant, and Complainant indicated that the signature on the back of the check was not her signature. Two other insurance checks dated June 9, 2016, for \$103,327.35 and \$306.92 made out to Complainant and Mr. Dotson were endorsed by Respondent, with a notation that he was the attorney for Complainant and

Mr. Dotson. Complainant stated that Respondent's endorsement was without her permission. Complainant said that Respondent forged her name to the June 13, 2016 check. Complainant said that Respondent took a large percentage of the settlement money, and the amount was \$44,833.20.³ Complainant said that she had negotiated with the insurance company prior to hiring Respondent. Complainant stated that when she received a copy of her client file from Respondent, it contained only a few pages. Complainant believed Respondent took advantage of her in the situation.

29. On December 14, 2017, Respondent file a response. Respondent stated that he was hired by Complainant on May 25, 2016, for representation in a home insurance case after her home burnt down. The Attorney/Client Contract signed by Complainant on May 25, 2016, indicated that Respondent would receive 35% of any settlement.⁴ Respondent said that Complainant and Mr. Dotson jointly owned the trailer that Complainant was living in at the time it was destroyed by the fire. Respondent stated that the meeting was between him and Complainant on May 25, 2016, and Mr. Dotson

³ Complainant filed a different complaint on September 20, 2016, which was closed without an investigation by letter dated September 27, 2016. In that complaint, Complainant stated that her mobile home had burned down and she offered to split the insurance money for the dwelling only with Mr. Dotson. Complainant said that Mr. Dotson and Respondent scared her to settle the case, and the settlement included the dwelling and contents. The Settlement Sheet showed a total settlement was \$134,634.24, with \$103,327.35 for the dwelling, \$306.92 for other, and \$30,999.97 for contents. Respondent's fee was 35%, but he took a reduced fee of \$44,833.20 and \$100.00 for expenses. Complainant received \$55,336.16 and Mr. Dotson received \$33,364.88. The Settlement Sheet was signed by Complainant, Mr. Dotson, and Respondent on June 21, 2016.

⁴ Respondent had been previously hired by Mr. Dotson for his fire insurance claim, and Mr. Dotson had indicated that Complainant was struggling to get her insurance money and would also be hiring Respondent. Respondent stated that he remembered Mr. Dotson calling Complainant while Mr. Dotson was at Respondent's office, and Mr. Dotson telling Complainant that Respondent agreed to represent the both of them.

was not present during the meeting. However, Respondent said that he “fully discussed the four page contract and that [he] would represent both [Complainant] and Mr. Dotson since their issues did not conflict with each other.” Respondent stated that his notes show that he met with her on two separate occasions and that he talked on the telephone with her on at least three different times. Respondent said that every telephone call was between him and her, and he had no knowledge if Mr. Dotson was with her or not.

30. Respondent stated that Complainant had insurance on the home, and agreed to give one-half of the proceeds from the trailer to Mr. Dotson. The rest of the insurance money was to go to Complainant. Respondent said that Complainant admitted in her complaint that he did obtain a settlement, and that she agreed to give half to Mr. Dotson. Further, Complainant agreed with the amounts that were settled for, but Complainant’s only issue was Respondent’s attorney fee. Respondent indicated that he sent an engagement letter to Complainant on May 26, 2016, discussing his representation of her, and noted the discussion about splitting the proceeds with Mr. Dotson. Respondent stated that Complainant never had any issues with his representation of her and Mr. Dotson, and he did not see a conflict of interest present in his representation of them both.

31. On June 21, 2016, Respondent said that he, Complainant, and Mr. Dotson met at his office, along with Respondent’s secretary to act as a witness, to discuss the case and the settlement. Respondent stated that he, Complainant, and Mr. Dotson then

proceeded to sign the settlement sheet.⁵ Respondent noted that he met with Complainant prior to the meeting to explain everything and see if she had any questions, and Respondent's notes do not show any questions from Complainant. Respondent said that Complainant indicated that she wanted to split the money with Mr. Dotson. Respondent stated that he specifically met with Complainant and Mr. Dotson individually to make sure they were happy and had no issues with the case. Respondent said that both of them were well informed, and were not pressured, forced, or coerced into signing or doing anything. Respondent stated that Complainant appeared to be pleased with his representation as Complainant could not make any progress with the insurance company until she hired Respondent. Respondent denied that he ever yelled at Complainant and denied that he said he would tie the matter up in court.

32. Regarding the checks, Respondent denied signing Complainant's name to any checks. Respondent said that the \$500.00 check never went through his office, and noted that the check was cashed at a bank that he had never used.⁶ Respondent stated that when he received the settlement checks, he called Complainant to inform her of their arrival and that the bank would put a hold on them. Respondent said that he then discussed

⁵ The Settlement Sheet had a section entitled "Joint Representation Agreement." That section stated that "[b]y signing below, it is our understanding that a potential conflict of interest may arise and that we are waiving that conflict of interest. We are satisfied with the representation in this case and hereby understand that our individual legal positions may differ at some point but by settling the matter as noted herein, we voluntarily waive this issue. Furthermore, by signing below, we understand this and agree to this conflict waiver and to the settlement noted above."

⁶ Disciplinary Counsel noted that the \$500.00 was not reflected on the settlement sheet.

with Complainant that he would sign them as her attorney and would then deposit the checks into his client trust account. Respondent stated that the \$30,999.97 check was signed by both him and Complainant, and it was deposited on a different date. Respondent said that his deposits of the checks into his client trust account was per Complainant's instructions. Respondent also noted that he discounted his fees in an effort to make Complainant happy.

33. On December 27, 2017, Complainant filed a reply. Complainant denied hiring Respondent, and said that Mr. Dotson hired Respondent. Complainant denied speaking on the telephone with Respondent, but admitted to speaking with his secretary on one occasion. Complainant stated that she then went to Respondent's office, but denied that she had a private meeting with Respondent. Complainant said that when she asked for a complete copy of her client file, she found that it only included a few pages. Complainant stated that she had already agreed to a settlement amount with the insurance company, and when she called to find out when a check would be sent to her, she was told that the insurance company's attorney was involved. Complainant alleged that Respondent had already talked to the insurance company before talking with Complainant.
34. Complainant denied that Respondent explained the settlement sheet with her. Complainant said that she was given the settlement sheet by Respondent's secretary to sign when she went to pick up her check. Complainant indicated that she was making some progress with the insurance company based upon the \$500.00 check

being sent to her. Complainant again denied that she signed the \$30,999.97 check, and stated that someone signed for her without her knowledge. Complainant said that she had to accept the check provided by Respondent because she had lost everything and was homeless. Complainant stated that she had filled out all of the paperwork for the insurance company, and made all of the telephone calls. Complainant said that she had offered Mr. Dotson half of the money for the home, but Mr. Dotson did not trust her, so there was no agreement between them. Complainant stated that Mr. Dotson hired Respondent to protect Mr. Dotson's portion of the insurance money.

35. On January 18, 2018, Respondent filed additional correspondence. Respondent stated that Complainant's complaint and reply was "filled with many misconceptions and unfounded allegations." Respondent said that Complainant had stated that she hired him, and that she agreed to split the money for the dwelling with Mr. Dotson. Respondent noted that Complainant had signed both a retainer agreement and a settlement sheet with him. Respondent stated that Complainant signed the settlement sheet of her own freewill and accord that she was free to leave at any time, and free to not approve the settlement. Respondent said that he met with Complainant to sign the settlement sheet. Respondent believed that Complainant was upset with the amount of his attorney fees.

36. On or about February 5, 2018, Complainant filed a lawsuit against Respondent, Respondent's law firm, Mr. Dotson, and American Modern Home Insurance ("AMH"). Complainant was represented by W. Stephen Flesher, Esquire, in the

lawsuit. The lawsuit noted that AMH had agreed to pay Complainant \$134,634.24 for the loss of her mobile home prior to Respondent's involvement in the case. When Complainant contacted AMH about when she would receive the amount, AMH told her that payment would be delayed because an attorney was now involved. Thereafter, on or about May 23, 2016, Complainant received a call from Respondent asking her to come to his office. Complainant appeared at Respondent's office on May 25, 2016, and Respondent demanded that she sign a paper authorizing him to represent her. Ultimately, Complainant received \$55,336.16, an amount substantially less than \$134,634.24. The allegations included a violation of the Rules of Professional Conduct for Respondent taking unreasonable fee, soliciting a client, conflict of interest, dealing with unrepresented client, and engaging in fraudulent acts.

37. On March 1, 2018, Respondent provided additional correspondence. Respondent stated that he was first contacted by Complainant when she called his office requesting help with her case between April 29, 2016, and May 25, 2016. Respondent said that Complainant first met with his legal assistant, who passed away on October 5, 2017, and then met him on May 25, 2016. Respondent denied that he contacted Complainant prior to her hiring him, and he remembered Mr. Dotson telling him that Complainant would be calling soon because she was unable to settle the case. Respondent stated that he was never told by Complainant that she had been offered \$134,634.24 by the insurance company, and he was never told by the insurance company that such an offer had already been made. Respondent was unsure as to why

Complainant would need an attorney if she had already been offered that amount. Respondent said that during at least one conversation with Complainant, she indicated that she was glad the matter was moving forward.

38. Respondent provided an affidavit signed by Mr. Dotson on February 26, 2018. Mr. Dotson indicated that Complainant had called him about wanting to settle the insurance claim because the company would not settle and were not cooperative with her. Mr. Dotson stated that he hired Respondent on April 29, 2016, and after his visit with Respondent on that date, he called Complainant about Respondent being able to represent the both of them without any money up front. Mr. Dotson said that Complainant called him several times about wanting a meeting scheduled at Respondent's office in order to get her settlement money. Mr. Dotson denied that Respondent "yelled, threatened, or forced" Complainant to anything or to sign papers.
39. On March 13, 2018, Respondent provided additional correspondence wherein it appeared that AMH had no record of an offer to pay the policy prior to the notice that Respondent had been retained.
40. On March 23, 2018, in additional correspondence, Respondent denied that he violated Rule 1.7 of the Rules of Professional Conduct. Respondent noted that the double wide that burnt had been in both Complainant and Mr. Dotson's names, and both had agreed to split the insurance proceeds from the double wide. Respondent said that his agreement was with Complainant, and Complainant was going to split the proceeds with Mr. Dotson. Respondent stated that Complainant had told him throughout his

representation that she wanted to split the proceeds of the double wide with Mr. Dotson. Respondent said he saw no direct adversity in his representation of Complainant, and he was not limited in his responsibilities to Mr. Dotson as his portion of the proceeds had already been agreed upon by Complainant. Respondent stated that he did have Complainant sign an informed consent regarding the concurrent conflict of interest of representing both Complainant and Mr. Dotson when she signed the settlement agreement, as Complainant appeared to be upset at Respondent's fees in the matter. Respondent said that Complainant freely signed the joint representation agreement, and such was discussed with her during a private meeting with her only.

41. On March 7, 2018, Disciplinary Counsel subpoenaed any and all documents and correspondence from AMH regarding any and all settlements offers made in Complainant's insurance claim.
42. AMH provided the subpoenaed documents on March 30, 2018. The documents noted that the fire occurred on April 17, 2016. Complainant signed an "Advance Payment Receipt and Reservation of Rights" document on April 22, 2016 for a partial payment of \$500.00 for the claim for insurance benefits. On May 2, 2016, Respondent sent a letter to AMH about representing Mr. Dotson.
43. The notes of the conversation between the adjuster for AMH, Complainant, and Respondent showed that on May 20, 2016, the adjuster spoke with Complainant, who indicated that she and Mr. Dotson had agreed on how to split the payments. The

adjuster indicated that he needed Respondent to send a letter of release. Thereafter, on the morning of May 26, 2016, the adjuster spoke with Complainant about needing the letter from Respondent after she again explained that there was an agreement between her and Mr. Dotson to split the proceeds. In the afternoon of May 26, 2016, the adjuster spoke with Respondent, who indicated that he was representing both parties, and the adjuster indicated that he would get the claim wrapped up next week because all of the parties were straight. Also on May 26, 2016, Respondent sent a letter to AMH about him representing Complainant.

44. On June 3, 2016, the adjuster requested payment for the settlement with the amounts listed as \$103,327.35, \$306.92, and \$30,999.97. It appears the settlement amount was granted by AMH on June 7, 2016. On June 9, 2016, Respondent sent a letter to AMH stating that there were no liens on the claim that would hinder settlement in the matter. There was a hand written letter from Complainant that appeared to be dated or received June 29, 2016, to the adjuster for AMH asking for a check for the property clean up to be sent to her at her address with the notation "Do not send to that stupid Layer [sic]."
45. Disciplinary Counsel took Respondent's sworn statement on March 8, 2019. Respondent stated AMH backed up the position that they never made an offer to Ms. Cline until Respondent was involved in the case. Further, the attorney for Ms. Cline indicated that they would dismiss the ethics complaint if the matter was settled. Respondent said he would provide a copy of the discovery regarding AMH's position,

and the email from Ms. Cline's attorney. Respondent stated it was a typical insurance case, but did not know if the insurance company did not want to settle the matter or had just had made an offer. Further, Respondent said he did not obtain informed consent confirmed in writing from Ms. Cline or Mr. Dotson when he started representing them.

46. On March 11, 2019, Disciplinary Counsel sent a follow up letter to Respondent's counsel about the agreement to produce "a copy of the insurance company document(s) provided in discovery in the Lora Cline civil case wherein it indicates that the case was not settled prior to [Respondent's] involvement therein; and . . . a copy of the email from Ms. Cline's attorney wherein they offer to dismiss the ethics complaint as part of the settlement of the law suit." It was requested that the information be provided within twenty days of receipt of the letter.
47. On March 14, 2019, Respondent provided a copy of AMH's Objections and Responses from the civil case filed on February 1, 2019. In response to the interrogatory about identifying any settlement amount agreed to prior to Respondent's involvement, AMH said it "did not agree to any settlement with . . . Lora Cline [prior to the involvement of [Respondent.]]" As for the email, it was not provided, but stated that "[c]ounsel for Ms. Cline did state in a telephone call with [Respondent's] counsel that as part of any settlement, Ms. Cline would withdraw her ethics complaint."

48. On October 16, 2019, the Mingo County Circuit Court entered a Time Frame Order in Cline v. Marcum, et al., Civil Action No. 18-C-4, that set a trial for October 19, 2020.

49. Because Respondent charged an unreasonable fee, he violated Rule 1.5(a) of the Rules of Professional Conduct which provides as follows:

Rule 1.5 Fees.

(a) A lawyer shall not make an arrangement for, charge, or collect an unreasonable fee . . .

50. Because Respondent represented both Ms. Cline and Mr. Dotson while they had a concurrent conflict of interest, he violated Rule 1.7(a) as set forth above.

51. Because Respondent had solicited Ms. Cline as a client, he violated Rule 7.3(a) as set forth above.

52. Because Respondent provided false information in the investigation, he violated Rules 8.1(a) and 8.4(c) as set forth above.

53. Because Respondent deprived Ms. Cline of her proper portion of the settlement due to his unreasonable fee, he violated Rule 8.4(d) as set forth above.

COUNT III

I.D. No. 18-06-059

Complaint of Bert W. Gibson

54. On February 16, 2018, Complainant Bert W. Gibson, a City of Williamson police officer, filed an ethics complaint against Respondent alleging that Respondent had made false allegations against him, and then attempted to solicit business from the same. Mr. Gibson included copies of several Facebook posts made by Respondent

which specifically named Mr. Gibson or alluded to his actions. The posts stated as follows:

- A. Drug dealers everywhere and the City of Williamson is allowing BERT GIBSON to intentionally harass people. He is killing our tourism from the trails as a lot of trail riders won't come back to Williamson because of him. To beat it all, I'm told he's getting \$50.00 for every tow he makes. This is pitiful and I'm calling on the City Council and everyone to do something with him. BERT needs to go!!!
- B. Guess their new lawyer will be flooded with lawsuits time this stuff is over with Bert. Maybe we need the Feds to watch Bert and see if his cash deal [sic] are real.
- C. I want everyone to know, we will start fighting his tickets. Come see me at Marcum Law Office.
- D. Then, Bert tried to tow my dad. Dad stopped at a store and unloaded some heavy boxes from his truck for a store and pulled out. Stopped for maybe 5 minutes. He told Dad he would also be towed and said a bunch of cuss words to Dad. It's alright for Bert to park his cruiser, leave it running, waste gas, while he parks in the middle of the road for long periods of time. Probably to get free food. He said about 20 cuss words to my dad, including GD and MF. This is absolute pitiful and uncalled for.

- E. Let him do it. I'm ready for anyone who gets harassed by him. I don't care to file suit against him if y'all want.
- F. Bert is adding to the demise. It makes my jobs hard as a legislator. When we discuss companies they want to know about the roads, drug free workers, and sometimes even ask about things like what Bert is doing. He's truly an embarrassment to the badge.
- G. Bert should be arresting drug dealers and fighting real crime instead of being public nuisance #1. He's a joke!!!

Today, he pulled another friend over for expired licenses on his car. Friend had the sticker but didn't have it put on yet. Bert proceeded to tow him too.

Drug dealers everywhere and the City of Williamson is allowing BERT GIBSON to intentionally harass people. He's killing our tourism from the trails as a lot of trail riders won't come back to Williamson because of him.

- 55. On March 13, 2018, Respondent filed a response. Respondent stated that, two or three years ago, Mr. Gibson had sued an ATV rider for illegally driving and causing Mr. Gibson to wreck. At that time, Mr. Gibson was a policeman for the City of Williamson. Respondent said he represented the defendant and, after discovery was conducted, Mr. Gibson agreed to dismiss the matter. Respondent said that when he met Mr. Gibson in the area thereafter, Mr. Gibson would cuss at him, and make snide or unprofessional comments directed towards him. Respondent said that Mr. Gibson also verbally attacked his father when he was unloading boxes for a small store.

Respondent said that several individuals who came to the area to ride the trails complained about the poor treatment they received from Mr. Gibson. Respondent said he discussed these complaints with the Chief of Police, who advised that he would address the problem. Respondent said that, thereafter, he removed his Facebook post regarding Mr. Gibson.

56. Respondent said that he had witnessed Mr. Gibson pull over his legal assistant's husband, Scott Pack, for an expired inspection sticker, and heard him make disparaging remarks. Respondent provided an Affidavit signed by Mr. Pack wherein he states that Mr. Gibson has cursed and made derogatory comments to him, and personally harassed him because his wife works for Respondent.
57. Respondent said that he had concerns about the effect of Mr. Gibson's actions on the local economy, which was why he put the post on Facebook. Respondent said he did not make any false allegations against Mr. Gibson, nor was he soliciting business. Respondent said he only stated facts of what was occurring, and his opinion thereof. Respondent said it was a broad post advertising his office and his willingness to represent people in the City Council hearings.
58. On February 7, 2019, Respondent filed additional correspondence and indicated he had no additional facts or information regarding Mr. Gibson's ethics complaint.
59. At his sworn statement on March 8, 2019, Respondent stated that his Facebook posts could be construed as advertising, but said he did not directly solicit any business.

60. Because Respondent used Facebook posts to embarrass Mr. Gibson, he violated Rule 4.4(a) of the Rules of Professional Conduct, which provides as follows:

Rule 4.4. Respect for Rights of Third Persons

(a) In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violation the legal rights of such a person.

61. Because Respondent failed to list himself or his law firm in his Facebook posts, he violated Rule 7.2(c) of the Rules of Professional Conduct, which provides as follows:

Rule 7.2. Advertising

(c) Any communication made pursuant to this Rule shall include the name and office address of at least one lawyer or law firm responsible for its content.

62. Because Respondent failed to use “Advertising Material” in his Facebook posts, he violated Rule 7.3(c) of the Rules of Professional Conduct, which provides as follows:

Rule 7.3. Solicitation of Clients

(c) Every written, recorded or electronic communication from a lawyer soliciting professional employment from anyone known to be in need of legal services in a particular matter shall include the words “Advertising Material” on the outside envelope and at the beginning and ending of any recorded, if any, or electronic communication, unless the recipient of the communication is a person specified in paragraphs (a)(1) or (a)(2).

COUNT IV
I.D. No. 18-05-378
Complaint of ODC

63. By letter dated July 23, 2018, attorney Robin P. Cisco, Esquire, filed a report regarding Respondent pursuant to Rule 8.3 of the Rules of Professional Conduct. Ms. Cisco stated that Respondent had withdrawn from representation of Jackie Marcum, and she was appointed to the case. Ms. Cisco said Jackie Marcum gave her a letter that Respondent had sent to him, which stated that Jackie Marcum had failed to abide by the terms of the fee agreement. She said her client was confused by the letter because he said he had never signed any forms, contracts, or agreements with or for Respondent. Ms. Cisco stated that she requested a complete copy of the client file from Respondent, but when she received the file it did not contain any fee agreement.
64. By letter dated July 25, 2018, Ms. Cisco wrote to supplement her report. She stated:
- A. That Jackie Marcum was charged with one count of Delivery of a Controlled Substance, and three counts of Conspiracy to Deliver a Controlled Substance.
 - B. That Respondent's name appeared in discovery documents, on what has been deemed a drug ledger; and that Respondent also appeared in surveillance footage that was confiscated from Jackie Marcum's home during his arrest.
 - C. That Jackie Marcum has been cooperating with law enforcement, and he contends that Respondent was one of his customers.

- D. That Respondent did not pursue the proper channels of discovery on behalf of Jackie Marcum, as he was aware that his involvement with Jackie Marcum's criminal enterprise would be exposed.
 - E. That Jackie Marcum had pled guilty to the charges at the direction of Respondent, that Respondent had presented Jackie Marcum with the plea deal and advised him that he had to take the deal, as it was the best he could do for him. Ms. Cisco said that when Jackie Marcum's co-defendant began asking prosecutors to view the footage from the surveillance camera, Respondent asked Jackie Marcum if Respondent was visible on that footage and Jackie Marcum told him yes. When Jackie Marcum told Respondent that he was on the footage, Respondent filed to withdraw from the case.
 - F. That, after hearing argument during closed hearings, the judge set aside the guilty plea on July 24, 2018.
65. Ms. Cisco advised Disciplinary Counsel that there was an ongoing criminal investigation of Respondent.
66. Disciplinary Counsel was contacted by the Mingo County Prosecutor's Office, who advised that Ms. Cisco had reported the matter to them and they were investigating the same. A complaint was opened in the name of the ODC on August 22, 2018.
67. On October 19, 2018, Disciplinary Counsel received a certified copy for the case of *State v. Jackie Marcum*, Case No. 18-F-46 in the Circuit Court of Mingo County, West Virginia. Some of the documents included in the file were: (1) an "Affidavit:

Eligibility for Appointed or Public Defender Counsel” signed by Jackie Marcum on April 25, 2018; (2) a “Petition to Enter Guilty Plea” signed by Jackie Marcum on June 5, 2018, wherein Respondent had entered that he was “retained” in response to question 1 on page 10; (3) a “Plea Agreement” signed by Jackie Marcum on June 5, 2018; (4) Respondent’s “Motion to Withdraw as Attorney of Record” filed on June 14, 2018, citing in the second paragraph that he had “become aware of a possible conflict”; (5) Respondent’s “Amended Motion to Withdraw as Attorney of Record” filed on June 18, 2018, changing the reason in paragraph 2 to state that “the Defendant failed to pay counsel attorney fees as outlined in the Attorney Client Agreement; (6) an “Order of Substitution of Counsel” dated June 28, 2018; (7) the “Defendant’s Motion to Withdraw Guilty Plea” filed on July 16, 2018, by Robin P. Cisco, Esquire; (8) a “Petition to Enter Guilty Plea” signed by Jackie Marcum on September 25, 2018, wherein attorney Robin Cisco had entered that she was “appointed” in response to question 1 on page 10; (9) a “Plea Agreement” signed by Jackie Marcum on September 25, 2018.

68. Disciplinary Counsel took the sworn statement of Jackie Marcum on October 26, 2019. Jackie Marcum stated as follows:
 - A. That he is not related to Respondent, but has known him all of his life.
 - B. That Respondent approached him the morning of court after he got indicted and told him he would take care of him. That he was not surprised when

Respondent approached him because he was selling drugs to Respondent, and he figured Respondent would take care of him.

C. That Respondent just showed up the morning of court, and that the only thing Respondent said to him was "you take care of me and I'm going to take care of you." Jackie Marcum said he knew what that meant and, after court was finished that day, Respondent had him come by his office to bring him his payment, which was Oxycodone pills. Jackie Marcum said that in addition to supplying pills to Respondent as payment for the legal fees, when Jackie Marcum got out of jail he was supposed to have a car accident and bring the case to Respondent.

D. That on one occasion when Respondent was buying pills, he could only get \$500.00 out of the ATM, but he wanted more than \$500.00 worth of pills. Jackie Marcum said that when he went to get the rest of his money the next day, Respondent offered him a boxing glove in lieu of the \$100.00 owed. Jackie Marcum said there was also a football that had Respondent's picture in the case which was also a payment for drugs. Jackie Marcum said the police recovered these items when they searched his home.

E. That Respondent first obtained drugs through a second person, and it was always oxycodone pills. That Jackie Marcum had been selling drugs to Respondent personally for three or four months when he was indicted.

- F. That Respondent never went over discovery with him, but Respondent did ask if there was any chance that Respondent was on the surveillance video that police had taken from Jackie Marcum's home and garage. Jackie Marcum said that, as part of the criminal investigation of Respondent, he and Ms. Cisco watched the video and it showed Jackie Marcum laying the pills up on a poker machine, then Respondent reaching up and getting the pills and laying the money up on the machine.
- G. That, based on Respondent's advice, Jackie Marcum accepted a plea agreement for two one to five sentences. Jackie Marcum said he felt like he had to accept Respondent's advice because Respondent told him that they were going to go after all of his kids' homes and everything if he didn't take the plea.
- H. That after he accepted the plea agreement he could not communicate with Respondent and had heard that Respondent had left town to go to drug rehabilitation.
- I. That he believed that it was because his bond was revoked and he could no longer supply Respondent with pills that Respondent sent him a letter saying that he was withdrawing from Jackie Marcum's case because he was not getting paid.
69. During Jackie Marcum's sworn statement on October 26, 2018, to clarify information, Ms. Cisco stated that she had originally been appointed to represent Jackie Marcum

on April 25, 2018, and had been given a copy of the sealed indictment. Ms. Cisco said she went over to the jury box where Jackie Marcum was sitting and he told her that Respondent was going to represent him. Ms. Cisco said she gave the copy of the indictment to Respondent and had no further involvement in the case until she received the order substituting her as counsel in Respondent's place. Also, after obtaining permission from Jackie Marcum, Ms. Cisco provided a copy of the drug ledger recovered by the police from Jackie Marcum's home which listed the name "Justin Marcum" thereon.

70. By letter dated October 29, 2018, Disciplinary Counsel notified Respondent that a complaint had been opened in the name of the ODC based upon the following information:
 - A. That Respondent had purchased illegal drugs from an individual and then represented that individual on charges involving illegal drugs.
 - B. That Respondent had advised the client to plead guilty to two felony charges, but did not review discovery before advising his client to plead guilty.
 - C. That the client paid Respondent's fee by providing him with illegal drugs; and, to secure additional fees, Respondent directed his client to have a car accident and have Respondent represent him on that case.
71. By letter dated November 26, 2018, Respondent filed a response to the complaint, stating as follows:

- A. Respondent admitted that he suffers a drug dependency problem, and that he is voluntarily participating in the services offered by the West Virginia Judicial and Lawyer Assistance Program (hereinafter "JLAP"). Respondent said he was admitted to an intensive treatment program in Tennessee on June 9, 2018, and discharged on June 22, 2018.
- B. Respondent said he just happened to be in the courtroom when Jackie Marcum's case was called, and the judge asked him to handle the arraignment. He said he met with Jackie Marcum on April 27, 2018, to review discovery. Respondent said he watched the video of the controlled buys on May 18, 2018, and he called Jackie Marcum to explain what was revealed on the videos. Respondent said he met with Jackie Marcum on May 22, 2018, to review the proposed plea agreement, and met with him again on May [June] 3, 2018, to review it again. Respondent said Jackie Marcum accepted the plea agreement on June 5, 2018. Respondent said he never advised Jackie Marcum to enter a guilty plea prior to reviewing any of the State's discovery and going over the same with Jackie Marcum. Respondent stated that he also filed various motion to get Jackie Marcum admitted into a drug rehabilitation facility.
- C. Respondent acknowledged that he had a substance abuse problem, but denied asking Jackie Marcum to provide him with drugs as part of his legal fee. Respondent also denied advising Jackie Marcum to have a car accident to create funds to pay his legal fee.

72. Respondent provided numerous documents with his November 26, 2018 response, including an undated fee agreement⁷ signed by Jackie Marcum, which set his fee as \$6,000.00.
73. On December 4, 2018, Ms. Cisco provided a copy of the indictment from the client file provided to her by Respondent, and the name “Robin” was written in the upper right hand corner of the indictment. Ms. Cisco had been advised by the Clerk’s Office the morning of court that she was appointed as counsel, and was given a copy of the indictment with the her first name on it. Ms. Cisco stated that someone else wrote her name on the indictment.
74. Disciplinary Counsel obtained a copy of the jail’s visitor log, which showed one visit made to Jackie Marcum by Respondent on June 6, 2018.
75. Disciplinary Counsel obtained a copy of the log for telephone calls between Respondent and Jackie Marcum. The log reflects seven calls involving Respondent’s office telephone number of (304) 235-1475 as follows:
- | | | |
|----|--------------|-------------------------|
| A. | May 14, 2018 | duration of call: 7:00 |
| B. | May 17, 2018 | duration of call: 1:07 |
| C. | May 24, 2018 | duration of call: 0:24 |
| D. | May 25, 2018 | duration of call: 14:27 |
| E. | May 29, 2018 | duration of call: 4:54 |
| F. | May 29, 2018 | duration of call: 14:06 |
| G. | June 7, 2018 | duration of call: 2:31 |

⁷ Respondent had stated that he was appointed to the case by the judge when court started.

76. Disciplinary Counsel took Respondent's sworn statement on March 8, 2019. Respondent admitted to purchasing Oxycodone from Jackie Marcum. As for the representation of Jackie Marcum, Respondent said he was sitting in the corner of the courtroom, and when Jackie Marcum's case was called for arraignment, no attorney was there for him, and actually Jeffrey S. Simpkins, Esquire, approached the podium, but Jackie Marcum said that he could not be his attorney, and Jackie Marcum ended up saying that Respondent could represent him after the judge indicated that she needed to appoint counsel. Respondent noted that there was no formal Order of appointment of him representing Jackie Marcum as he recalled Jackie Marcum indicating that he would hire Respondent. Respondent said he had began using drugs in 2018, which is later than the time frame of the criminal charges for Jackie Marcum. Respondent stated he met Jackie Marcum at the jail to discuss the fee. Respondent denied seeing himself on a video taken from Jackie Marcum's home. Respondent said he visited with Jackie Marcum a few times at the jail.
77. Respondent provided information regarding his continuing treatment and participation in JLAP.
78. Because Respondent failed to put the fee agreement in writing with Jackie Marcum, he violated Rule 1.5(b) of the Rules of Professional Conduct, which provides as follows:

Rule 1.5. Fees

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client in writing before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client in writing.

79. Because Respondent had a conflict in representing Jackie Marcum after he purchased illegal drugs from him, he violated Rule 1.7(a) as set forth above.
80. Because Respondent provided false information to the ODC in the investigation of this complaint, he violated Rules 8.1(a) and 8.4(c) as set forth above.
81. Because Respondent purchased the illegal drug Oxycodone from Jackie Marcum, he violated Rule 8.4(b) of the Rules of Professional Conduct, which provides as follows:

Rule 8.4. Misconduct

(b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;


82. Because Respondent worked out a plea offer with Jackie Marcum without explaining his own involvement in the purchase of illegal drugs from Jackie Marcum, he violated Rule 8.4(d) as set forth above.

* * *

Pursuant to Rule 2.9(d) of the Rules of Lawyer Disciplinary Procedure, the Investigative Panel has found that probable cause exists to formally charge you with a violation of the Rules of Professional Conduct and has issued this Statement of Charges. As

provided by Rules 2.10 through 2.13 of the Rules of Lawyer Disciplinary Procedure, you have the right to file a verified written response to the foregoing charges within 30 days of service of this Statement of Charges by the Supreme Court of Appeals of West Virginia. Failure to file a response shall be deemed an admission of the factual allegations contained herein.

STATEMENT OF CHARGES ORDERED on the 8th day of February, 2020, and
ISSUED this 8th day of February, 2020.


Amy C. Crossan, Chairperson
Investigative Panel
Lawyer Disciplinary Board