

Terry Ramey
142 Dakota Drive
Clyde, NC 28721
(828) 550-7638
March 30, 2014

The Grievance Committee
The North Carolina State Bar
208 Fayetteville Street
PO Box 25908
Raleigh, NC 27611
(919) 828-4620

Subject: Complaint against Woodrow H. Griffin.

I, the undersigned hereby complain against

Woodrow H. Griffin, ID # 6177
Brown, Ward & Haynes, P.A.
370 N. Main St., Ste. 300
Waynesville, NC 28786
(828) 456-9436
wgriffin@wnclawfirm.com

I agree to cooperate by furnishing to the representatives of the North Carolina State Bar all pertinent information and records in my possession concerning the alleged misconduct of said attorney. I further agree that if a hearing or inquiry is ordered concerning the alleged misconduct of said attorney, then I will furnish evidence concerning the facts by submitting to deposition or personal attendance at the hearing or inquiry. I hereby indicate that this information is provided and transmitted by me to the North Carolina State Bar for the purpose of investigating the alleged misconduct of the above named attorney. I understand that I may also need to reveal this information to a privately-retained attorney to pursue private remedies on my behalf. I further understand that the immunity granted by North Carolina General Statute 84-28.2 applies only to those statements made without malice and intended for transmittal only to the North Carolina State Bar.

I also understand that the North Carolina State Bar may reveal this information to the accused attorney for his response to a formal inquiry and to others pursuant only to the Rules and Regulations of the North Carolina State Bar.

Complaint.

Woodrow H. Griffin is the lawyer for The City of Waynesville.

Clarence H. Dickson III, Substitute Trustee of a Deed of Trust executed by me, acting on behalf of his business partner and my lawyer, Russell L. McLean III, initiated a Trustees Foreclosure, a foreclosure on a deed of trust on me, case file 12SP441, dated December 4, 2012.

An Affidavit was filed with the Register of Deeds of Haywood County on 10/9/2013. Elements of this Affidavit will be referenced to provide a chronological order for actions in this foreclosure. Relevant sections are referenced by paragraph number. Please refer to those paragraphs in the Affidavit and any associated ATTACHMENTS which are relevant to the Rules of Professional Conduct.

Affidavit by Monroe A. Miller Jr, BK: RB855, PG: 2397-2447. Any additional comments I have that are in addition to the Affidavit will be enclosed in square brackets [...].From the Affidavit:

4. Subsequent from the first hearing on August 26, 2013 up until the second hearing on October 4, 2013, the case file folder 13 SP 252 was never updated with the results and/or findings of the first hearing on August 26, 2013. It was never understood if the hearing on August 26, 2013 was a hearing or not, and if the subsequent hearing on October 4, 2013 was another separate hearing, a continuation of the August 26, 2013 hearing, or ,in fact, a hearing at all. George Hyler, Terry Ramey's lawyer, told Terry Ramey after the second hearing that was not a hearing.
5. At this time, this Affidavit exists as the only evidence that "hearings" were conducted on August 26, 2013 and October 4, 2013, by June Ray, Clerk of Superior Court, regarding the disposition of Surplus Funds from the Trustee Foreclosure on Terry Ramey.
8. The following is transcribed from two (2) pages of handwritten notes taken August 26, 2013.

11:00am June Ray came in to the probate hearing room, located next to Sam Hyde's office, in the Justice Center. I asked if she would allow the proceedings to be recorded. She snapped: **NO!**

Sometime before the meeting started, Jeff Norris and Art (Hayes) Singleton were milling about outside the hearing room but within the area behind the glass windows. Neither ever did make an appearance inside the hearing room.

11:12am Waiting...

11:19am Started. The following is a list of people in attendance. [I did not know some of these people at the time, but was able to later identify some of them].

Four (4) lawyer looking types.

1. James Robertson, City of Waynesville Tax Collector,
2. Woody Griffin (sp) lawyer for James Robertson and City of Waynesville,
3. Jerad Davis, [works at Jeff Norris firm, young lawyer.]

George Hyler, Ramey's lawyer,
Terry Ramey, Brandy Lewellyn,
Sam Hyde (in and out of the hearing),

Case number 13SP252.

Hayes Singleton paid (county) taxes, [in Terry Ramey's name, in order to get the deed transferred]. [Why did that have to happen, unless property was sold AS IS? See Attachments 9 and 10].

Davis: Remedies worth proceedings. [Presumably the reason Jerad Davis was there. Singleton wanted more money out of the Surplus Funds.]

Davis: Want a continuance, a short period of time, 7-10 days.

Davis: Wanted to attack Surplus Funds in any way.

Hyler: Did not want to extend courtesy. [Singleton not so courteous when he and Jeff Norris ordered Ramey off the property the day the foreclosure became effective.]

Ray: "Go Ahead" ["I am inclined to agree with you", with the hearing, a smack-down for Davis].

Ray: Marlin Leasing Served?

Hylar: Yes.

Hylar: No response from Marlin Leasing. Did not know if they were still in business. Sent notice on 8/9/2013 via USPS. [There seemed to be great confusion as to whether this was sent via Certified Mail]. Sent to Durham?

Ray: Concern whether lawyer is still representing Marlin Leasing. Foreign Judgement, 2005.

Hylar: States clear. 105-386 [NCGS], Sale subject to all liens, taxes, encumbrances. Not aware of Special Assessments.

Hylar: Don't think any question that proceeds should go to Ramey. Note - garnishment - Waynesville City Tax Collector - does not apply to funds. Statues clear as can be.

Ray: Attachment is a whole different animal.

Hylar: Can't attach through back-door. No liability for Ramey. A little late once the deed transferred. End.

Griffith: Determine ownership of funds. Attachment. Not seeking fund under Surplus Funds Statue.

Hylar: Sale was 4/16/2013. At that point, taxes go with property. Ramey does not own taxes on that property. Council going through back-door which he can't go through the front door.

Ray: Biggest concern Marlin, whether they have been served.

Hylar: Council of Record is Council of Record until they withdraw [Marlin Leasing]. Rule 5, not rule 4. Don't have to have proceedings unless we gave them notice, which we did. No green card [can be produced].

Ray: In light of that, wait until we see service.

Hylar: Then if you are going to hold funds, only hold garnishment, not rest.
\$13K - Garnishment
\$43K - Marlin Leasing

11:37am End. [Meeting appears to have been ended temporarily, or suspended...].

9. The handwritten notes for the August 26, 2013 hearing are ATTACHMENT 1.

10. The following is transcribed from one (1) pages of handwritten notes taken October 4, 2013. June Ray appeared to be reading from a prepared text during the entire meeting.

11:05: The following persons attended this hearing:
Deputy Mike Price, Head of Security, Justice Center
June Ray, Clerk / Probate Judge
Woody Griffith, lawyer, Town of Waynesville

Terry Ramey
George Hyler
Jeff Norris, lawyer for Hayes Singleton
James Robertson, Tax Collector, Town of Waynesville
[Absent - anyone from Marlin Leasing].

11:07: Start

Hyler: Have another hearing for Party.

Hyler No one is here from Marlin Leasing. [Hyler had spoken to lawyers from Marlin Leasing days before, and must have been expecting someone from Marlin Leasing to be there, re: Terry Ramey].

Ray: Before we start, I received a written request to record this meeting by Mr. Miller. Since he is an associate of Terry Ramey's and not a party to the Party's, his request is denied.

Ray: Surplus Funds at \$67, 448.37.

Findings of fact, 45 - 21 - 31, August 8, 2013.

All parties have been served.

Hyler, Robertson, Griffith.

Marlin Leasing answered petition, attachment. July 26, \$13K, Town of Waynesville.

Smith Debnam, August 27 and September 3, amount of \$35,535.

Sheriff received execution (more than once).

Marlin, attorney fees shall be paid. Court may allow fees to be paid.

Town of Waynesville be paid plus interest.

Marline to be paid \$35K plus interest, all fees be paid.

Remaining money to Ramey and Hyler. Hyler's fees to be paid from Surplus Funds.

Hyler: [Hyler requested that June Ray hold releasing her order until he saw it.]

Ray: [June Ray agreed.]

End.

12. George Hyler's (Terry Ramey's lawyer) demeanor during the second hearing was decidedly different from his demeanor and actions demonstrated during the first meeting. During the first meeting, it appeared that Hyler was truly representing his client's interests, that of Terry Ramey. During the second meeting, it appeared as though Hyler's client was now June Ray, and Hyler sat passively by as June Ray carved up pieces of the Surplus Funds pie and give to Marlin Leasing, James Robertson and Woody Griffith of the Town of Waynesville, and now Hyler himself, to get his lawyer fees. This was the first point of time Ramey became aware that Hyler was going to get paid through a disbursement of the Surplus Funds.

14. A **MOTION TO DISMISS & ANSWER** is included as ATTACHMENT 3. This motion created by Rusty McLean and signed off by Mark Pinkston, Van Winkle, moves to dismiss this action (original Sheriff's Deed Foreclosure, Case File 12 CVD 1396, for failure to state a claim upon which may be granted against **TOWN OF WAYNESVILLE (TAXING AUTHORITY)** STATES RESOURCES CORP (LIENHOLDER), RUSSELL L. MCLEAN, III (LIENHOLDER), AMERICAN TIRE DISTRIBUTORS, INC. (LIENHOLDER), BALL, BARDEN & BELL, P.A. (LIENHOLDER), **MARLIN LEASING CORPORATION, (LIENHOLDER)**.
15. A **VOLUNTARY DISMISSAL WITHOUT PREJUDICE** is included as ATTACHMENT 4. This hereby voluntarily dismisses without prejudice Haywood County's action against **TOWN OF WAYNESVILLE (TAXING AUTHORITY)** STATES RESOURCES CORP (LIENHOLDER), RUSSELL L. MCLEAN, III (LIENHOLDER), AMERICAN TIRE DISTRIBUTORS, INC. (LIENHOLDER), BALL, BARDEN & BELL, P.A. (LIENHOLDER), **MARLIN LEASING CORPORATION, (LIENHOLDER)**.
20. An ORDER ALLOWING FORECLOSURE signed by Sam Hyde, Assistant Clerk of Superior Court, filed on February 26, 2013, is ATTACHMENT 8. The second page, item Six (6) states: "That the Promissory Note and underlying obligation is not a "sub prime" loan or "Home Loan" loan as defined in N.C.G.S. Chapter 45-101, and is not subject to notice requirements as set forth in N.C.G.S. Chapter 45-102.
21. The notice, or lack of notice for Marlin Leasing [re: transcript of June Ray hearing on August 26, 2013, and October 4, 2013] did not appear to be a factor after all. Marlin Leasing was not required to be noticed.
23. Federal Case Law: 67A Am. Jur. 2d Sales § 771, American Jurisprudence, Second Edition is ATTACHMENT 10. It states: "Notwithstanding the restrictive requirements of the Uniform Commercial Code on disclaimer of implied warranties of merchantability and fitness for the particular purpose, all implied warranties are excluded by expressions like "as is," "with all faults," or other language which in common understanding calls the buyer's attention to the exclusion of warranties and makes plain that there is no implied warranty."
24. Hayes Singleton, the final bidder in the Trustee Foreclosure, paid all county taxes through his lawyer, Jeff Norris, as partially shown as Item 10 on the Tax Bill Inquiry obtained from Tracy Wells at the Haywood County Tax Department, ATTACHMENT 7.
25. Hayes Singleton, through his lawyer, Jeff Norris, not only paid back Haywood County back taxes on the property at 706 Hazelwood Avenue (foreclosed property), he paid the back-dated attorney feeds on Tracy Wells printout, ATTACHMENT 7, and in addition, paid back taxes owed on mobile homes. See ATTACHMENT 11, another tax bill inquiry, this being printed out by a tax employee other than Tracy Wells, and refer to line items 1, 2, and 3. These mobile homes had nothing to do with the property at 706 Hazelwood, but were required to be paid by the county in order to transfer the deed, even after the Voluntary Dismissal Without Prejudice, ATTACHMENT 4.
26. Marlin Leasing was not represented by a lawyer at either hearing, on August 26, 2013 nor October 4, 2013.
27. Marlin Leasing entered AMENDED ANSWER AND DEFENSES OF MARLIN LEASING CORP, ATTACHMENT 11, filed September 16, 2013. It stated it's claim to proceeds was against Terry Ramey and Ramey Wrecker Service, and not the new title holder of the land. Marlin Leasing referenced Haywood County case file 05 CV 104.
29. At the August 26, 2013 hearing, James Robertson and Woody Griffith were present, only as observers.

30. Terry Ramey had a garnishment issued against him by James Robertson, Tax Collector for the Town of Waynesville, and signed by June Ray. ATTACHMENT 14.
31. Marlin Leasing, actually, Byron Saintsing, lawyer for Marlin Leasing, recommended that the Town of Waynesville get a slice out of the Surplus Funds pie. Why is it any of Marlin Leasing's business that the Town of Waynesville receive a portion of this disbursement? Is this the "back door" George Hyler referred to at the first hearing on August 26, 2013?

End Affidavit. Affidavit enclosed.

Violation of Rules of Professional Conduct.

0.1 PREAMBLE: A LAWYER'S PROFESSIONAL RESPONSIBILITIES

[16] The legal profession's relative autonomy carries with it a responsibility to assure that its regulations are conceived in the public interest and not in furtherance of parochial or self-interested concerns of the bar. Every lawyer is responsible for observance of the Rules of Professional Conduct. A lawyer should also aid in securing their observance by other lawyers. Neglect of these responsibilities compromises the independence of the profession and the public interest which it serves.

Woodrow H. Griffin should have known that Rusty McLean allegedly violated the rules of Profession Conduct by loaning me money. [re: See file against Rusty McLean, 6/21/2013].

Griffin should have known any lawyer (especially Rusty McLean) cannot foreclose on a client. Woodrow H. Griffin and every other lawyer in the county knew that I was a client of Rusty McLean.

2008 FEO 12. A lawyer may not initiate foreclosure on a deed of trust on a client's property while still representing the client.

Woodrow H. Griffin should have collected the taxes before the deed was transferred] [re: paragraphs 24, 25, 29, 30, and 31], even though there was a Voluntary Dismissal of taxes by Mark Pinkston, attorney for Plaintiff [re: Attachment 4 in Affidavit, VOLUNTARY DISMISSAL WITHOUT PREJUDICE, 5/22/2013].

County Tax Collector was collecting tax for the town of waynesville, some of which had been paid, but I wound up paying everything including interest I had paid, even after I had an agreement to pay \$400 per month to pay county and city taxes., yet the total amount took from Surplus Funds was \$14,228.71.

RULE 1.13: ORGANIZATION AS CLIENT

(b) If a lawyer for an organization knows that an officer, employee, or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law which reasonably might be imputed to the organization, and is likely to result in substantial injury to the organization, then the lawyer shall proceed as is reasonably necessary in the best interest of the organization. Unless the lawyer reasonably believes that it is not necessary in the best interest of the organization to do so, the lawyer shall refer the matter to higher authority in the organization, including, if warranted by the circumstances, to the highest authority that can act on behalf of the organization as determined by applicable law.

Woodrow H. Griffin should have referred the whole set of issues [Garnishment, collection of taxes through an order by June Ray raiding Surplus funds] to Mayor Gavin Brown, who is a lawyer and holds a higher authority, to verify his actions. It is still not clear to this day whether taxes were collected due to the Garnishment Order [re: ATTACHMENT 14], or the order from June Ray. [re: check stub for Clerk of Superior Court check # 122487, attached].

RULE 8.3: REPORTING PROFESSIONAL MISCONDUCT

(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the North Carolina State Bar or the court having jurisdiction over the matter.

Woodrow H. Griffin should have know that Rusty McLean allegedly violated the rules of Profession Conduct by loaning me money.

Woodrow H. Griffin should have known a lawyer (McLean) cannot foreclose on a client. [Rule -opinion - **2008 FEO 12. A lawyer may not initiate foreclosure on a deed of trust on a client's property while still representing the client.**]

Woodrow H. Griffin should have reported Marlin Leasing as an invalid recipient of any Surplus Funds, but didn't because it would benefit him and his client, James Robertson, and the Town of Waynesville.

RULE 8.4: MISCONDUCT

It is professional misconduct for a lawyer to:

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

Woodrow H. Griffin acted in conspiracy with Marlin Leasing and

1. June Ray (Probate Judge)
2. Sam Hyde (Assistant Probate Judge and lawyer)
3. Rusty McLean
4. Chuck Dickson
5. Jeff Norris
6. George Hyler
7. Caleb Decker
8. Jared Davis
9. Gavin Brown
10. Mark Pinkston
11. Robert Mays
12. Kristen Smith
13. Lisa Kosir

to defraud me out of my money that was due to me from the Surplus Funds \$14,228.71.

I believe that Woodrow H. Griffin acted with Moral Turpitude.

enc: **Affidavit** by Monroe A. Miller Jr, BK: RB855, PG: 2397-2447.
Check stub for Clerk of Superior Court check # 122487

Terry Ramey
142 Dakota Drive
Clyde, NC 28721
(828) 550-7638

[Notary Stamp Here]

Jurat

Signed and sworn before me _____, on this day, the ____ day of _____, 2014.

Signed: _____

Printed: _____

My commission expires on _____