

Terry Ramey  
706 Hazelwood Avenue  
Waynesville, NC 28786  
(828) 551-9233  
June 21, 2013

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

**Subject:** Complaint against Rusty McLean

I, the undersigned hereby complain against

Rusty L. McLean, III  
1878 Camp Branch Road  
Waynesville, NC 28786  
(828) 452-2896

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.

Prior to April 2009, I was having health problems, and went into a foreclosure on my property at 706 Hazelwood Avenue. I was represented by my long term attorney, Russell McLean. After the foreclosure, Rusty told me that he had the money that wasn't making much money on interest, so he would loan me the money to get the property out of foreclosure, at 8% interest, for six (6) months.

See the attached PROMISSORY NOTE for \$52, 195.74), which I executed on April 13, 2009.

Rusty McLean attached a DEED of TRUST to the PROMISSORY NOTE a week later. See attached Deed of Trust.

The Deed of Trust said:

“WITNESSETH, that whereas the Grantor (me) is indebted to the Beneficiary (Rusty) in the principle sum of Fifty-Two Thousand One Hundred Ninety-Five & 74/100 Dollars (\$52, 195.74), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due

date for payment of said Promissory Note, if not sooner paid, is December 13, 2009.”

So Rusty McLean violated **Rule 1.8, Conflict of Interest: Current Clients: Specific Rules**, [See attached] when he lent me the money, i.e., entered onto a business transaction, without advising me of the conditions set forth in Rule 1.8, sections (1), (2), and (3). Specifically:

“(1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;” Rusty never transmitted in writing any document that could be reasonably understood by me other than the Promissory note itself;

“(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and”, I was never advised in writing of the desirability of seeking and given a reasonable opportunity to seek advice of independent counsel on the transaction. I thought I could trust my damn lawyer.

“(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer’s role in the transaction, including whether the lawyer is representing the client in the transaction.” I never gave informed consent in writing to the essential terms of the transaction and Rusty’s role in this transaction. He even represented me in the foreclosure case.

Therefore, Rusty McLean is in violation of a conflict of interest which violate the Rules of Professional Conduct and absolutely Rule 1.8.

Sincerely,

Terry Ramey

enc: Promissory Note, executed April 13, 2009, Russell McLean  
North Carolina Deed of Trust, April 20, 2009, Book 758, Page 514  
Legal Information Institute, NC Rules, Rule 1.8

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[Notary Stamp Here]

**Jurat**

Signed and sworn before me \_\_\_\_\_, on this day, the \_\_\_\_ day of \_\_\_\_\_, 2013.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

My commission expires \_\_\_\_\_