

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
DOCKET NO. 1:17-cv-00104-MOC-DLH

RONALD WAYNE SPANN,)
)
 Plaintiff,)
)
 Vs.) **ORDER**
)
 NORTH CAROLINA DEPARTMENT OF)
 PUBLIC SAFETY , et al.,)
)
 Defendant.)

THIS MATTER is before the Court on a post-judgment letter from Ms. Janaven Land (#68). Ms. Land is an interested party in this matter as she is both the mother of the plaintiff and the person who paid suspended counsel, Mary March Exum, some \$5,000.00 to pursue this action. As earlier found, this action was filed in violation of Rule 17(c), Fed.R.Civ.P., inasmuch as the 2009 power of attorney held by Ms. Land and relied on by Ms. Exum did not convey any litigation authority.

First, the Court wishes to express to Ms. Land its appreciation of her efforts in this matter. Ms. Land consistently attended hearings and at all times was concerned with the welfare of her son. Further, Ms. Land was able to answer the Court’s questions in open court when counsel did not appear and was at all times pleasant, professional, and well informed.

Second, Ms. Land is advised that if she has first contacted her former attorney Ms. Exum and her latest attorney Ms. Lang and has not been refunded her \$5,000.00 retainer fee, the North Carolina State Bar maintains a “Fee Dispute Resolution Program,” which can be found on the internet: <https://www.ncbar.gov/bar-programs/fee-dispute-resolution-program/>. She can also call

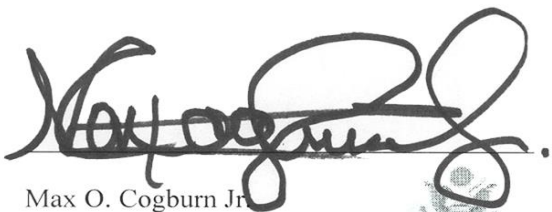
(919) 828-4620 and request the “Attorney-Client Assistance Department.” This program is offered by the State Bar at no cost. Ms. Land is also advised that she has the right to consult with another attorney concerning what occurred in this case and that such attorney can more completely advise her of all of her legal rights and options.

Third and finally, Ms. Land is advised that this federal Court does not have jurisdiction to resolve the fee dispute itself. That is a matter of contract between residents of North Carolina, which would be resolved in a state forum. The statute of limitations on contracts is three years. N.C.Gen.Stat. § 1-52(1). Thus, the Court is unable to provide Ms. Land any relief on her letter, except to advise her of her rights.

ORDER

IT IS, THEREFORE, ORDERED that to the extent Ms. Land seeks relief from this Court, no relief is available in the Court, but she is advised of her rights as discussed in this Order.

Signed: March 19, 2018



Max O. Cogburn Jr.
United States District Judge