

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV028702-590

WP CHURCH, LLC, directly on
behalf of itself and derivatively on
behalf of 5CHURCH CHARLESTON,
LLC,

Plaintiff,

v.

PATRICK WHALEN,

Defendant,

and

5CHURCH CHARLESTON, LLC,

Third-Party Plaintiff,

v.

WP CHURCH, LLC, WHITE POINT
PARTNERS, LLC, WPSP
BELVIDERE, LLC, WPSP
MEETING, LLC, ERIK JOHNSON,
JAY LEVELL, RYAN HANKS,

Third-Party Defendants.

**CORRECTED ORDER ON
DISQUALIFICATION**

INTRODUCTION

In this derivative action, the Court must address the question of whether a law firm is barred from simultaneously representing both (1) the manager of a company who is alleged to have engaged in self-dealing and misappropriation of the company's assets; and (2) the company itself. Based on the circumstances existing in this case, the Court concludes that such dual representation is impermissible.

FINDINGS OF FACT

1. WP Church, LLC (“WP Church”) is a North Carolina limited liability company whose principal place of business is in Mecklenburg County, North Carolina. (Compl. ¶ 6, ECF No. 3.)

2. Third-Party Plaintiff 5Church Charleston, LLC (“5Church”) is a South Carolina limited liability company formed in 2014 by Patrick Whalen, WP Church, and several other investors for the purpose of operating a restaurant in downtown Charleston, South Carolina called Church and Union Charleston (“C&U Charleston”). (Compl. ¶ 8.)

3. C&U Charleston opened in 2015. (Compl. ¶ 13.)

4. Whalen is a citizen of North Carolina and is the sole manager of 5Church. (Compl. ¶ 7.) Whalen is also the chief executive officer of Fifth Street Group, LLC (“Fifth Street”) (“Merger Proposal,” Ex C, at 4, ECF No. 35.4.), a North Carolina limited liability company that owns and operates several other restaurants around the country—some of which share the “Church and Union” name (the “Affiliate Restaurants.”) The Affiliate Restaurants include Church and Union Charlotte, Church and Union Nashville, Ophelia’s, Tempest (Pink Moon), Church and Union Denver, and Church and Union Miami. (Johnson Decl. ¶ 13, ECF No. 35.2.)

5. WP Church has no ownership interest in any of the Affiliate Restaurants. (Compl. ¶¶ 21–22; Johnson Decl. ¶ 16.)

6. According to the First Amendment to 5Church’s Operating Agreement, the ownership interests for the company are as follows: Whalen—40%, WP Church—

35%, Alejandro Torio—15%, Dr. Maurice Whalen—10%, and Jamie Lynch—8%. (Compl., Ex. B, at Ex A-1.)¹

7. WP Church is the only one of 5Church’s members that does not hold any ownership interest in the Affiliate Restaurants. Although the record is not entirely clear on this point, it appears that Fifth Street is the sole owner of all the Affiliate Restaurants except for C&U Charleston. (Johnson Decl. ¶ 16; Compl. ¶ 22; the “Merger Proposal” at 15.)

8. At its 2014 founding, the original members of 5Church (including Whalen and WP Church) executed an Operating Agreement (the “Operating Agreement,” Am. Third-Party Compl., Ex. A, ECF No. 16.1.).² 5Church’s Operating Agreement grants broad—but not unfettered—authority to Whalen, as the company’s manager, to make business decisions on behalf of 5Church. (Operating Agreement § 4.1.)

9. In this action, WP Church alleges that Whalen, in his capacity as manager of 5Church, improperly transferred over \$4.2 million of 5Church’s funds to the Affiliate Restaurants and for his own personal use in connection with expenses related to hotels and vehicles. WP Church further asserts that 5Church has received no benefit from these transfers. (Compl. ¶¶ 24–32.)

¹ This listing of the ownership percentages is obviously incorrect, however, as they total 108%.

² Executed copies of the Operating Agreement and the First Amendment to the Operating Agreement are attached to the Amended Third-Party Complaint and Crossclaims as Exhibits A and B.

10. On 10 June 2025, WP Church initiated this action by filing a Complaint in Mecklenburg County Superior Court. In its Complaint, WP Church asserted the following claims for relief: (1) a derivative claim on behalf of 5Church for breach of fiduciary duty; (2) a derivative claim on behalf of 5Church for conversion; (3) a derivative claim on behalf of 5Church for breach of contract; (4) a derivative claim on behalf of 5Church for unjust enrichment; (5) a claim brought both directly on behalf of WP Church and derivatively on behalf of 5Church for “[o]ppression of [m]inority interest-holder [w]arranting [f]orced [p]urchased [sic] of WP Church’s [m]embership [u]nits”; and (6) a derivative claim on behalf of 5Church for “[w]rongful [c]onduct [w]arranting [d]isassociation of Whalen under S.C. Code Ann. § 33-44-601[.]” (Compl. ECF No. 3.)

11. Whalen is the sole defendant named in the Complaint and has been represented in this case from its inception by Parton Law PLLC (“Parton Law”).

12. Additionally, Parton Law represents 5Church, which filed an Amended Third-Party Complaint and Cross Claims against WP Church and several affiliated persons and entities on 24 June 2025. (ECF No. 16.)

13. On 29 July 2025, WP Church filed a Motion for Preliminary Injunction (“PI Motion,” ECF No. 34) seeking an order barring Whalen from making any additional transfers of 5Church’s assets other than in the ordinary course of business.

14. In an Order entered 26 September 2025 (“PI Order,” ECF No. 53), this Court granted the PI Motion and issued an Order barring Whalen from (1) transferring, selling, or disposing of 5Church’s funds or assets outside the ordinary

course of business; or (2) transferring 5Church's funds or assets to any business or organization Whalen owns or controls. (PI Order, at 28–29.)

15. On 29 October 2025, the Court issued an Order (ECF No. 66) directing the parties to submit briefs on the issue of whether Parton Law should be disqualified pursuant to the North Carolina Rules of Professional Conduct from representing both Defendant Patrick Whalen and 5Church in this action.

16. Briefs were subsequently filed by the parties as directed by the Court. Along with its brief on behalf of Whalen, Parton Law also submitted a Declaration of Brian North, the Parton Law attorney who has been representing both 5Church and Whalen in this case since it began.

17. On 9 December 2025, the Court held a hearing by Webex on this issue at which both sides were represented by counsel.

18. The matter is now ripe for resolution.

CONCLUSIONS OF LAW

19. Our Supreme Court has articulated the following standard regarding motions for disqualification of counsel:

“Decisions regarding whether to disqualify counsel are within the discretion of the trial judge,” *Travco Hotels, Inc. v. Piedmont Nat. Gas Co.*, 332 N.C. 288, 295 (1992), but a trial court's exercise of discretion is subject to reversal when the court orders disqualification based on a misunderstanding of the law, *see In re Estate of Skinner*, 370 N.C. 126, 138 (2017); *see also Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 405, 110 S. Ct. 2447, 2461 (1990) (noting that the “[trial] court would necessarily abuse its discretion [in deciding a Rule 11 motion] if it based its ruling on an erroneous view of the law”).

Worley v. Moore, 370 N.C. 358, 363–64 (2017) (cleaned up).

20. “[T]he drastic nature of disqualification requires that courts avoid overly-mechanical adherence to disciplinary canons at the expense of litigants’ rights freely to choose their counsel; and that they always remain mindful of the opposing possibility of misuse of disqualification motions for strategic reasons.” *Harriott*, 2015 NCBC LEXIS 43, at *8 (N.C. Super. Ct. April 28, 2015) (quoting *Shaffer v. Farm Fresh, Inc.*, 966 F.2d 142, 146 (4th Cir. 1992) (citation omitted)).

21. Under North Carolina law, this Court possesses the inherent “authority to do all things that are reasonably necessary for the proper administration of justice.” *Beard v. N.C. State Bar*, 320 N.C. 126, 129 (1987); *Window World of Baton Rouge v. Window World*, 2022 NCBC LEXIS 58, at *4 (N.C. Super. Ct. Jun. 12, 2022); *Red Valve, Inc. v. Titan Valve, Inc.*, 2019 NCBC LEXIS 57, at * 39 (N.C. Super. Ct. Sept. 3, 2019).

22. This includes exercising concurrent oversight authority of the enforcement of the North Carolina Rules of Professional Conduct. *See, e.g., In re Key*, 182 N.C. App. 714, 716–18 (2007) (affirming trial court’s determination that attorneys’ conduct violated the Rules of Professional Conduct); *see also Couch v. Priv. Diagnostic Clinic*, 146 N.C. App. 658, 665 (2001) (“hold[ing] that the trial court had authority to order [an attorney] to pay attorney’s fees for her violation of the Rules of General Practice for the Superior and District Courts and the Rules of Professional Conduct”).

23. The issue here is whether WP Church’s derivative claims asserted on behalf of 5Church—that allege financial wrongdoing by Whalen at the expense of 5Church—require Whalen and 5Church to have separate counsel in this case.

24. The parties’ supplemental briefs and the Court’s own research reveal that the only case in which a North Carolina court has addressed this issue in the context of a derivative action is this Court’s order five years ago in *Mauck v. Cherry Oil Co.*, 2021 NCBC LEXIS 81 (N.C. Super. Ct. Sept. 20, 2021). In *Mauck*, two minority shareholders of a close corporation sued the two majority members and the corporation itself. Among the claims asserted by the minority shareholders were derivative claims brought on behalf of the corporation, alleging mismanagement by the majority shareholders. *Id.* at *8.

25. Because this was a case of first impression in North Carolina, the Court reviewed cases involving similar issues from around the country and concluded that “perhaps the most common approach by courts has been to require separate counsel in derivative actions only where serious allegations of fraud or self-dealing have been alleged against individual directors or managers.” *Id.* at *15. In *Mauck*, the Court found it helpful to examine Rules 1.7 and 1.13 of the North Carolina Rules of Professional Conduct.

26. Rule 1.7 addresses conflicts of interest that arise with respect to concurrent representation.

- (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) the representation of one or more clients may 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.
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law;
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or proceeding before a tribunal; and
 - (4) each affected client gives informed consent, confirmed in writing.

N.C. R. Prof. Cond. Rule 1.7.

27. Rule 1.13 addresses an attorney's representation of an organization and provides, in pertinent part, as follows:

- (g) A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

N.C. R. Prof. Cond. at Rule 1.13(g).

28. Notably, Comments 13 and 14 to Rule 1.13 expressly address conflicts of interest regarding dual representation in the context of derivative actions and state in relevant part as follows:

Derivative Actions

[13] Under generally prevailing law, the shareholders or members of a corporation may bring suit to compel the directors to perform their legal obligations in the supervision of the organization. . . . Such an action may be brought nominally by the organization, but usually is, in fact, a legal controversy over management of the organization.

[14] The question can arise whether counsel for the organization may defend such an action. The proposition that the organization is the lawyer's client does not alone resolve the issue. Most derivative actions are a normal incident of an organization's affairs, to be defended by the organization's lawyer like any other suit. *However, if the claim involves serious charges of wrongdoing by those in control of the organization, a conflict may arise between the lawyer's duty to the organization and the lawyer's relationship with the board.* In those circumstances, Rule 1.7 governs who should represent the directors and the organization.

Id., Comments 13–14 (emphasis added).

29. Upon determining that the above-quoted provisions suggest that dual representation could be permissible in some derivative actions as long as there were no “serious charges of wrongdoing” against the director or manager, *see Mauck*, 2021 NCBC LEXIS 81 at *36, the Court then explained that “serious charges of wrongdoing” applied to “allegations of misconduct by those in control of the organization amounting to fraud, theft, self-dealing, or usurpation of corporate opportunities, but not to allegations of mere mismanagement or breach of the duty of care.” *Id.*

30. Although the Court ultimately ruled that dual representation was permissible in *Mauck* because the minority shareholders' allegations essentially amounted to a disagreement over the management of the corporation, *see id.* at *39, the allegations against Whalen are significantly more serious here.

31. In its Complaint in the present lawsuit, WP Church has alleged in pertinent part as follows:

- a. Whalen violated his fiduciary duties to 5Church CHS when he undertook the following activity willfully, maliciously, and to achieve his own benefit at the expense of 5Church CHS:
 - i. Whalen stole over \$450,000 from 5Church CHS and gave it to Church and Union Nashville;
 - ii. Whalen stole over \$1,000,000 from 5Church CHS and gave it to Church and Union Denver;
 - iii. Whalen stole over \$380,000 from 5Church CHS and gave it to Ophelia's;
 - iv. Whalen stole over \$2,000,000 from 5Church CHS and gave it to Church and Union Charlotte;
 - v. Whalen stole over \$315,000 from 5Church CHS assets and gave it to Tempest (Pink Moon);
 - vi. Whalen stole over \$115,000 of 5Church CHS's assets for use on apartments in Nashville, Tennessee and Charlotte, North Carolina for the benefit of certain of the above-identified Whalen Affiliates with which Whalen is affiliated, but in which WP Church has no interest;
 - vii. Whalen stole over \$50,000 of 5Church CHS's assets for use on BMW and Audi vehicles used for the benefit of certain of the above-identified Whalen Affiliates with which Whalen is affiliated, but in which WP Church has no interest;

- viii. Whalen stole over \$185,000 of 5Church CHS's assets toward writing off a loan of Sophia's Lounge, with which Whalen is affiliated, but in which WP Church has no interest;
- ix. Whalen stole over \$525,000 of 5Church CHS's assets to pay for legal expenses incurred for the benefit of certain of the above-identified Whalen Affiliates with which Whalen is affiliated, but in which WP Church has no interest; and
- x. Whalen stole over \$45,000 of 5Church CHS's assets to pay toward a settlement executed for the benefit of certain of the above-identified Whalen Affiliates with which Whalen is affiliated, but in which WP Church has no interest.
- b. The activities set-forth in the preceding paragraph were directly antagonistic to the interests of 5Church CHS, but benefitted Whalen personally.
- c. Whalen stood to gain personally from the activities set-forth above, while 5Church CHS would be and was harmed by the activities set-forth above.
- d. By stealing the above-described funds and using 5Church CHS's assets to fund other ventures, Whalen improperly stripped 5Church CHS of an opportunity to secure a return on its investments in order to help fund Whalen's other ventures—thereby engaging in perfidious and disloyal conduct in violation of his fiduciary duty of loyalty to 5Church CHS.
- e. By stealing the above-described funds and using 5Church CHS's assets to fund the above-described apartments in Nashville, Tennessee and Charlotte, North Carolina at great expense (but no benefit whatsoever) to 5Church CHS, Whalen improperly misappropriated 5Church CHS's funds in order to help fund Whalen's other ventures—thereby engaging in perfidious and disloyal conduct in violation of his fiduciary duty of loyalty to 5Church CHS.
- f. By stealing the above-described funds and using 5Church CHS's assets to fund the above-described vehicles at great

expense (but no benefit whatsoever) to 5Church CHS, Whalen improperly misappropriated 5Church CHS's funds in order to help fund Whalen's other ventures—thereby engaging in perfidious and disloyal conduct in violation of his fiduciary duty of loyalty to 5Church CHS.

- g. By stealing the above-described funds and using 5Church CHS's assets to offset and write-off the above-described loan of Sophia's Lounge at great expense (but no benefit whatsoever) to 5Church CHS, Whalen improperly misappropriated 5Church CHS's funds in order to help fund Whalen's other ventures—thereby engaging in perfidious and disloyal conduct in violation of his fiduciary duty of loyalty to 5Church CHS.
- h. By stealing the above-described funds and using 5Church CHS's assets to pay for legal expenses incurred for the benefit of one or more Whalen Affiliates at great expense (but no benefit whatsoever) to 5Church CHS, Whalen improperly misappropriated 5Church CHS's funds in order to help fund Whalen's other ventures—thereby engaging in perfidious and disloyal conduct in violation of his fiduciary duty of loyalty to 5Church CHS.
- i. By stealing the above-described funds and using 5Church CHS's assets to pay for a settlement executed for the benefit of one or more Whalen Affiliates at great expense (but no benefit whatsoever) to 5Church CHS, Whalen improperly misappropriated 5Church CHS's funds in order to help fund Whalen's other ventures—thereby engaging in perfidious and disloyal conduct in violation of his fiduciary duty of loyalty to 5Church CHS.
- j. The above-described misappropriations and misuses have damaged 5Church CHS by robbing it of over \$5 million in assets.

(Compl. ¶¶ 50–59.)

32. In its PI Order, the Court stated the following in concluding that WP Church had shown a likelihood of success in ultimately prevailing on its claim against Whalen for breach of fiduciary duty owed to 5Church as its manager:

Based on its careful review of the record in this case, the Court finds that WP Church has shown a likelihood of success on its claim that Whalen breached the fiduciary duty he owed to 5Church as its Manager.

First, Whalen has not pointed to any specific provision of the Operating Agreement purporting to authorize him to enter into a transaction as to which he had a conflict of interest. Given his ownership interest in each of the Affiliated Restaurants, he had a financial interest in the receipt of funds by those restaurants from 5Church, which conflicted with his duty of loyalty to 5Church.

...

In addition, Whalen's argument fails to account for the transfers of 5Church funds that were used to lease vehicles and apartments, pay legal fees, and settle lawsuits. Although Whalen contends that these expenses were legitimately incurred in his management of the Affiliate Restaurants, any possible benefit to 5Church is difficult to fathom.

...

For purposes of the present PI Motion, the Court finds that the business judgment rule does not apply here. As demonstrated above, WP Church has satisfied its burden at the preliminary injunction stage of showing that Whalen lacked the authority to make the balance sheet loans at issue. Moreover, given his financial interests in the Affiliate Restaurants, the evidence currently before the Court suggests that his acts were not taken in good faith and were instead based on a conflict of interest through his desire to benefit his other business interests at the expense of 5Church. The business judgment rule cannot provide justification for these loans because Whalen effectively stood on both sides of the transaction—as both lender and borrower. *See In re SandRidge Energy, Inc. S'holder Derivative Litig.*, 302 F.R.D. 628, 649 (W.D. Okla. 2014) (“The business judgment rule will be rebutted...where a plaintiff has shown that the Directors were not sufficiently disinterested.”); *In re Perry H. Koplik & Sons, Inc.*, 476 B.R. 746, 803 (Bankr. S.D.N.Y., 2012) (“Where officers or directors of a corporation considering a transaction are not disinterested and have a personal stake in the outcome, their determination is not entitled to the deference usually given under the business judgment rule.”).

(PI Order, ¶¶ 57–58, 68, 72.)

33. The Court finds that a clear conflict exists between Whalen's and 5Church's interests in this case. In response, Parton Law essentially makes three arguments.

34. First, it contends that because no motion to disqualify was filed by WP Church and this issue was instead raised *sua sponte* by the Court, Parton Law was not given proper notice of the grounds upon which disqualification was being considered by the Court.

35. This argument lacks merit. On 29 October 2025, the Court issued an Order (ECF No. 66) notifying the parties of its concern regarding Parton Law's dual representation. Specifically, the Court requested that the parties brief the following issue:

Pursuant to the North Carolina Rules of Professional Conduct (and interpretive case law, including—without limitation—*Mauck v. Cherry Oil Co.*, 2021 NCBC LEXIS 81 (N.C. Super. Ct. Sept. 20, 2021)), do the allegations asserted by WP Church in this case that Defendant Patrick Whalen has engaged in wrongful conduct against 5Church—including engaging in conflict of interest transactions and wrongfully transferring funds of 5Church to separate entities—preclude the Parton Law LLC law firm from simultaneously representing both 5Church and Whalen in this action?

(Order ¶ 2b, ECF No. 66.)

36. The Court then received two rounds of supplemental briefs from the parties. In its two briefs, Parton Law thoroughly analyzed the issue of whether disqualification was appropriate. In support of its supplemental briefs, Parton Law also submitted a declaration from Brian North, the Parton Law attorney who has

been representing both 5Church and Whalen in this lawsuit. (North Decl., ECF No. 68.)

37. Following the Court's thorough review and careful consideration of the parties' briefs and the declaration, the Court conducted a hearing via Webex in which Parton Law fully participated and was given the opportunity to present all of the arguments it wished to make on the disqualification issue.

38. For these reasons, the Court finds that Parton Law has been given a full and fair opportunity to respond to the issue of whether its dual representation of 5Church and Whalen in this case is permissible.

39. Second, Parton Law asserts that North's declaration resolves any concerns about the permissibility of dual representation in this case.

40. North's declaration states in pertinent part as follows:

I believe that Parton Law and I can provide competent and diligent representation to both 5Church and Whalen.

I am not aware of anything that would cause my representation of both 5Church and Whalen to be prohibited by law.

My representation of both 5Church and Whalen does not involve the assertion of any direct claims by one client against the other in the same litigation.

My representation of both 5Church and Whalen does not involve the handling of confidential information belonging to either party.

I believe that each affected client has given adequate informed consent to this representation.

(North Decl. ¶¶ 6–10.)

41. The Court finds this declaration insufficient to allow dual representation on these facts. Although North claims this case does not involve the assertion of a direct claim by one client against another, this argument ignores the nature of WP Church's derivative claims. In those claims, WP Church—on behalf of 5Church—has alleged serious financial wrongdoing against Whalen with respect to his use of 5Church's assets for the benefit of himself and his other business interests at the expense of 5Church's interests.

42. With regard to the issue of informed consent, the Court finds that North's declaration is likewise insufficient. Even assuming *arguendo* that this type of conflict is capable of being waived by the informed consent of both clients (which is doubtful based on Rule 1.7(b)(3)), the record does not adequately reflect that such consent has actually been received.

43. North's conclusory one-sentence statement in his Declaration that he "believe[s]" both clients have given "adequate informed consent" to the dual representation fails to actually establish that actual informed consent by the clients was given.

44. Parton Law has not presented specific evidence that a vote of 5Church's members was ever taken on this issue or the circumstances under which such a vote occurred.

45. Moreover, even if the other members of 5Church (besides WP Church) did, in fact, consent, it does not appear that those other members are sufficiently disinterested given that they—like Whalen—owned interests in the Affiliate

Restaurants. (Compl., Ex. B, at Ex A-1; Merger Proposal at 17.) As the Court noted in the PI Order, “WP Church is the only member of 5Church that did not have a financial interest in the Affiliate Restaurants and was therefore the only disinterested member.” (PI Order ¶ 60.)

46. North Carolina courts have held that effective corporate consent or ratification of a transaction in which a conflict of interest existed can only exist when the majority of directors are disinterested. *Vernon v. Cuomo*, 2009 NCBC LEXIS 1, at *82 (N.C. Super. Ct. Mar. 17, 2009) (“Here, none of the transactions were authorized, ratified, or approved by a majority of disinterested directors. . . .The transaction was not fair to the corporation.”); *see also In re Soundview Elite, Ltd.*, 594 B.R. 108, 129 (Bankr. S.D.N.Y. 2018) (“When conflict exists, it is incumbent on managers to pursue approval from disinterested directors in order to determine if a conflicted transaction is proper.”).

47. Finally, Parton Law contends that a plaintiff in a derivative action should not be able to strategically obtain the disqualification of the company’s chosen counsel by simply putting “buzzwords” in its complaint such as “self-dealing.”

48. This argument fails for several reasons. Most basically, the absence of any gamesmanship on the part of WP Church is evident by the fact that the disqualification issue has been raised by the Court (rather than by WP Church).

49. Furthermore, the allegations at issue are not merely “buzzwords.” To the contrary, as quoted above, the Complaint contains detailed substantive allegations as to the specific nature of Whalen’s misappropriation of 5Church’s assets

for his own personal benefit and the benefit of his other business entities. Indeed, the Court has granted a preliminary injunction against Whalen as a result of its finding that WP Church has shown a likelihood of success on the merits as to its derivative claim for self-dealing based on these very same allegations.

50. For the reasons set out above, the Court concludes that Parton Law cannot represent both Whalen and 5Church in this action. Therefore, all filings that Parton Law has made on behalf of 5Church are hereby stricken. *See Turner v. Hunt Hill Apts., LLC*, 2020 NCBC LEXIS 16, at *13 (N.C. Super. Ct. Feb. 11, 2020) (striking all pleadings filed by disqualified law firm); *see also Battles v. Bywater, LLC*, 2014 NCBC LEXIS 54, at *17 (N.C. Super. Ct. Oct. 31, 2014) (same). Parton Law's ability to continue representing Whalen in this lawsuit is unaffected by this Order.

51. Consequently, the Third-Party Complaint filed by Parton Law on behalf of 5Church is likewise stricken. Accordingly, WP Church's Motion to Dismiss the Third-Party Complaint is **DISMISSED as moot**.

52. Finally, the Court notes that Parton Law has filed a notice of appeal on behalf of 5Church of the Court's Order denying 5Church's motion for the entry of a preliminary injunction against WP Church. (ECF No. 57.) Once that appeal has been docketed with the Supreme Court of North Carolina, the parties are **DIRECTED** to file a copy of the present Order with the Supreme Court.

CONCLUSION

1. The Court, in the exercise of its discretion, determines that Parton Law is hereby **DISQUALIFIED** from representing 5Church in this lawsuit.

2. All pleadings or other documents filed by Parton Law on behalf of 5Church are hereby **STRICKEN**.³
3. Nothing herein shall affect Parton Law's continued representation of Whalen in this action.

SO ORDERED, this the 29th day of January 2026.

/s/ Mark A. Davis

Mark A. Davis

Special Superior Court Judge
for Complex Business Cases

³ Unless and until new parties are added to this litigation, the caption of this case shall revert back to the original caption contained in WP Church's Complaint.