

NORTH CAROLINA

WAKE COUNTY

DEBRA HALBROOK,

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
17-CVS-2250

FILED

2017 AUG 22 A 10:32

Plaintiff,

WAKE CO. C.S.C.

BY

v.

WALLACE W. BRADSHER, JR.,
CRAIG M. BLITZER,
JOHN HOYTE STULTZ, III,
LUANN W. MARTIN,
GAYLE H. PEED,
PAMELA F. BRADSHER,
CINDY L. BLITZER,
THE OFFICE OF THE DISTRICT
ATTORNEY FOR PROSECUTORIAL
DISTRICT 9A, and
THE STATE OF NORTH CAROLINA,

Defendants.

**PLAINTIFF'S NOTICE OF
FILING OF AFFIDAVITS**

Plaintiff Debra Halbrook hereby gives notice of filing of the following affidavits: (a) the affidavit of Craig M. Blitzer, which is attached as Exhibit A; and (b) the affidavit of Cindy L. Blitzer, which is attached as Exhibit B.

Respectfully submitted the 22nd day of August, 2017.

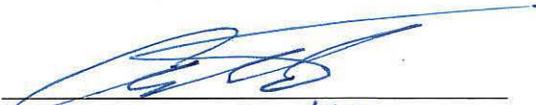
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ATTORNEY FOR PLAINTIFF
DEBRA HALBROOK

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served via U.S. Mail to the following:

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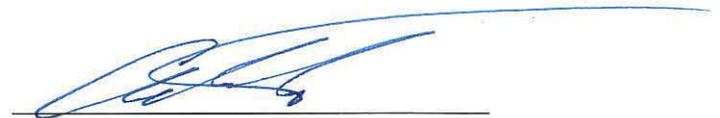
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This the 22nd day of August, 2017.



Andrew H. Erteschik

EXHIBIT A

NORTH CAROLINA
WAKE COUNTY

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
17-CVS-2250

DEBRA HALBROOK,

Plaintiff,

v.

WALLACE W. BRADSHER, JR.,
CRAIG M. BLITZER,
JOHN HOYTE STULTZ, III,
LUANN W. MARTIN,
GAYLE H. PEED,
PAMELA F. BRADSHER,
CINDY L. BLITZER,
THE OFFICE OF THE DISTRICT
ATTORNEY FOR PROSECUTORIAL
DISTRICT 9A, and
THE STATE OF NORTH CAROLINA,

Defendants.

AFFIDAVIT OF CRAIG M. BLITZER

I, Craig M. Blitzer, being first duly sworn, state that the following is true based on my own personal knowledge:

1. From January 2015 through March 10, 2017, I served as District Attorney for Prosecutorial District 17A. Prior to January 2015, I was engaged in the private practice of law in Rockingham County.

2. While in private practice, my wife, Cindy L. Blitzer (“Cindy”), worked in my office as the office manager. Cindy was also enrolled in a nursing program at Forsyth Technical Community College at the time I decided to run for the Office of District Attorney.

3. After taking office on January 1, 2015, I hired Cindy as a legal assistant in Prosecutorial District 17A. At that time, Wallace Bradsher, District

Attorney for Prosecutorial District 9A, employed his wife, Pamela F. Bradsher, as a District Attorney Investigator in Prosecutorial District 9A.

4. I knew Mr. Bradsher from some years ago, when we had both worked on a murder case together. Before I took office, I met with Mr. Bradsher and told him that I could not afford to leave the private sector and enter public service if my wife could not work. Mr. Bradsher responded, "It's no problem. Pam works for me, and she comes and goes as she pleases. We're the boss."

5. Shortly after hiring Cindy, however, I was informed that North Carolina Administrative Office of the Courts' policy prohibited district attorneys from hiring their spouses.

6. Soon thereafter, Cindy and I met with Mr. Bradsher and Ms. Bradsher at Elizabeth's Pizza in Wentworth. We decided that Ms. Bradsher and Cindy would switch jobs, so that Cindy would work for Mr. Bradsher in Prosecutorial District 9A, and Ms. Bradsher would work for me in Prosecutorial District 17A. At that time, Ms. Bradsher made approximately \$48,000 per year, and Cindy made approximately \$46,900 per year.

7. From April 2016, during the time she was employed in Prosecutorial District 9A, Cindy was also enrolled in a full-time nursing program. This program required her to attend classes at South University during her regular working hours at District 9A. Although I have no personal knowledge, I am informed that despite her class attendance, a review of her working hours in District 9A conducted by the SBI showed that from her hiring on January 1, 2015 through July 29, 2016,

the State's BEACON payroll system showed 8 hours per workday as "Time Worked," with the exception of only 45 hours. I am also informed and believe Cindy's working time was approved by then-assistant district attorney John H. Stultz III.

8. During the course of Cindy's nursing program, I asked one of my assistant district attorneys and a non-lawyer staff member to assist in completing coursework for Cindy. I was aware that they did this during their regular work hours. In hindsight, I regret asking my colleagues to do this.

9. When Cindy began reporting late to work in District 9A, Mr. Bradsher specifically told her, "You focus on your studies. I'll take care of the time sheets." Mrs. Bradsher told her that another of Wallace's employees, Tyler Henderson, had been enrolled in law school while receiving paychecks for full-time work in District 9A.

10. In April 2016, I rode with Mr. Bradsher by car to a conference. During the trip, I told Mr. Bradsher that Cindy did not have any work to do in her job, and that she needed to work. Mr. Bradsher said that Cindy should just focus on her studies, and that he would "take care of it."

11. In the summer of 2016, I learned that the State Bureau of Investigation was investigating my office as well as Mr. Bradsher's office. Around this time, I received a text message from Mr. Henderson stating, "I need to talk with you." Mr. Henderson drove from Person County to the Rockingham County

Community College—approximately two hours—to let me know in person that the SBI was conducting an investigation into the hiring of Cindy and Ms. Bradsher.

12. Shortly after being informed of the investigation, I learned that the SBI was interviewing employees in District 9A and 17A. When these interviews started, Mr. Bradsher and I discussed the nature of these interviews. In one conversation, Mr. Bradsher informed me that the SBI was conducting interviews in Person County. He further stated, “We deserve absolute loyalty. What did you tell your staff?” I informed Mr. Bradsher that, on the advice of counsel, I had not and would not be discussing the investigation with my staff at all. In response, Bradsher said, “Well, I’m pulling them in here and asking them, ‘what did the SBI ask you and what did you say.’ I have the right to loyalty from my employees. They are terminable at will.” Mr. Bradsher also specifically stated that he had asked Mr. Stultz, “What did they ask you? What did you tell them?”

13. After the SBI interviews, Wallace and I had several conversations in which he stated his belief that there was a “leak,” and that the individual providing information to the SBI should be fired. On one occasion during the SBI’s investigation, Mr. Bradsher called me and told me, “We need to find the leak. We deserve absolute loyalty. If I find out who the leak is, I’ll fire them on the spot.”

14. I did not share Mr. Bradsher’s desire to search for and fire the “leak.” On the contrary, I instructed my lawyer, Michael Grace, to meet with my staff to reassure them that they should cooperate with the SBI and tell the truth. Mr. Grace further informed my staff that meeting with the SBI would not affect their

relationship with me. Mr. Grace held that meeting with my entire staff in August 2016. I was not in my office nor even at the courthouse on the day Mr. Grace met with my staff.

15. By October 2016, the Greensboro News & Record had reported on the SBI investigation. Meanwhile, Cindy was still employed by Mr. Bradsher. As a result of the Greensboro News & Record articles, I called Mr. Bradsher and asked him, “Are you sure you don’t want Cindy to resign?” Mr. Bradsher said no, adding, “I’ll take this to 12.” His reference to “12” meant 12 jurors.

16. After the phone call with Mr. Bradsher, however, the articles from the Greensboro News & Record about the SBI investigation became even more damaging for Cindy and me. It was clear to me that a member of my staff was giving information to the News & Record, because one of its reporters was showing up on the date of the SBI interviews, so the reporter must have known when they were scheduled.

17. Shortly thereafter, Mr. Bradsher called me and told me that he had to fire Cindy. Mr. Bradsher further stated, “If this goes bad, I’m going to sue AOC for not training me properly.” On October 24, 2017, Mr. Bradsher fired Cindy.

18. Shortly thereafter, Mr. Bradsher called me to tell me about a follow-up interview that he had with two SBI agents. Mr. Bradsher was upset about which of his employees the SBI was interviewing, and he appeared to know exactly which of his employees had been interviewed by the SBI.

19. It is my understanding that on January 11, 2017, Mr. Bradsher fired Debbie Halbrook. I did not know this at the time, however, nor did I have any role in Ms. Halbrook's termination.

20. Approximately two days after Mr. Bradsher fired Mr. Halbrook, on January 13, 2017, Mr. Bradsher called me. Mr. Bradsher asked, "Do you not agree that, as elected DAs, we have the right to fire our employees if they are not loyal?" I responded, "We can fire them for any reason other than race, national origin, etc." Abruptly and awkwardly, Mr. Bradsher then immediately shifted our discussion to the use of a digital discovery program in my office, indicating that the Caswell County Sheriff refused to use a similar system. Mr. Bradsher then said, "I have an employee whose husband is with the sheriff's office, and she won't talk him into doing digital discovery. The sheriff is saying that bringing us paper is complying with the statute." I expressed dismay that Mr. Bradsher would put a member of his support staff up to the task of discussing this matter with the sheriff, rather than having those discussions with the sheriff himself. Specifically, I told Mr. Bradsher, "Wallace, if you want the discovery process I use in 17A, then I don't know why you aren't talking with the sheriff himself. I didn't go speak with Melinda (my administrative assistant) about talking with her husband (a deputy sheriff) to go speak with the sheriff." When I asked Mr. Bradsher whether his employee was the wife of the sheriff himself, Mr. Bradsher replied, "No, it's the captain's wife." He then immediately shifted the conversation, again stating, "But don't you agree that we have the right to absolute loyalty and the right to fire anyone who isn't loyal?"

21. At that point, it was obvious to me that Mr. Bradsher was irate. It was also obvious to me from Mr. Bradsher's awkward and abrupt shifting of the conversation—from firing "disloyal" employees, then to the sheriff's use of digital discovery, then back to firing "disloyal" employees—that Mr. Bradsher was attempting to build an alibi or some defense for firing one of his employees who he felt was "disloyal" for speaking to the SBI. I now believe that Mr. Bradsher was trying to set me up as an alibi witness by making these statements to me so that, if the terminated employee filed a lawsuit, he could call me to testify.

22. In response to Mr. Bradsher's question about whether I would "fire anyone who isn't loyal," I stated, "It depends on what you mean 'loyal.'" Mr. Bradsher then stated, "If I tell you something, it can't come back to me. You can never tell anyone that I told you this, but I have 100% undeniable proof that Mark Keeney was in Phil Berger's office in the last few weeks." Mark Keeney was my chief district attorney, and Senator Berger and I have been political adversaries, so Mr. Bradsher's comment certainly caught my attention. I told Mr. Bradsher, "I can't fire Mark for this."

23. Mr. Bradsher then stated, "I can't tell you what to do, but we have the right to fire anyone who isn't 100% loyal. Wouldn't you fire somebody if they were not loyal?" At that point, it was obvious to me that Mr. Bradsher was trying to pressure me to fire Mr. Keeney for being "disloyal" so that Mr. Bradsher's firing of a "disloyal" employee would seem common and appropriate.

24. I told Mr. Bradsher that I couldn't say for certain whether I would fire anyone for being "disloyal," and certainly not without more context. Mr. Bradsher then stated, "A trooper saw him there," referring to Mr. Keeney visiting Senator Berger's office. I asked for the name of the trooper, and Mr. Bradsher replied, "I can't tell you, but you have to trust me. It is a 100% sure thing." I responded, "I can't fire Mark based on what a trooper saw, especially since it makes no sense that a trooper in *my* district saw this and told *you*, or that one of *your* troopers was in *my* district. I don't know what's going on here, Wallace." At that point, we ended the call.

25. About three days later, on January 16, 2017, I called Mr. Bradsher to ask him for more context about his accusations about Mr. Keeney. Mr. Bradsher stated, "By the way, it wasn't Keeney at Phil Berger's office. It was some other guy who works for you." He then described the employee, and based on the physical description, I knew the employee to be assistant district attorney Jason Ramey. I was speechless, because not three days earlier, Mr. Bradsher had just been pressuring me to fire Mr. Keeney for being "disloyal." Yet not only did Mr. Bradsher not have the true facts, but he had not bothered to call me and tell me about discovering the mistake; instead, I had called him, and he mentioned it in an offhand kind of way.

26. Angry with Mr. Bradsher, I stated, "OK, Wallace," in an annoyed tone. Mr. Bradsher then responded, "Look, I can't tell you what to do, Craig, but I would fire an employee for not being loyal. I *did* fire an employee, Debbie Halbbrook, for

not being loyal when she was telling what was going on in my office to the SBI.” I responded again, “OK, Wallace.” At that point, we ended the call.

27. On or about March 8, 2017, the SBI executed a search warrant for my office in District 17A based on the SBI’s investigation into Cindy’s hiring and hours worked. At 10:13 a.m. on March 7, 2017, the day before the SBI executed the search warrant, an AOC employee, Majid Hassan, called me from a restricted number. I knew Mr. Hassan because he was the IT employee at AOC assigned to Rockingham County.

28. I called Mr. Hassan back on his direct line ten minutes later, at 10:23 a.m. Mr. Hasaan informed me that the SBI was scheduled to execute a search warrant on my office the following day. He further stated, “If you want to wipe your computer, now is the time to do it.” I was stunned to receive a call like this. I told Mr. Hassan, “No, I’m not going to wipe my computer.” I did not, in fact, wipe my computer. I cooperated fully with SBI investigators, and did not take any action based on Mr. Hassan’s call.

29. On March 10, 2017, a few days after the SBI executed the search warrants on my office, I resigned as district attorney. On June 27, 2017, I was indicted by a Wake County grand jury on one count of misdemeanor failure to discharge the duties of my public office. On July 17, 2017, I pleaded guilty to this charge.

30. I sincerely regret my actions in connection with this matter. While my only motivation was the love I have for Cindy, I accept full responsibility. As part of

accepting full responsibility, I intend to cooperate with state officials and speak truthfully about the matters described above.

This the 17th day of August, 2017.



Craig M. Blitzer (SEAL)

Sworn to and subscribed before me

this the 17th day of August, 2017.

By:  (SEAL)

Notary Public



My commission expires: 8-31-2020

EXHIBIT B

NORTH CAROLINA
WAKE COUNTY

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
17-CVS-2250

DEBRA HALBROOK,

Plaintiff,

v.

WALLACE W. BRADSHER, JR.,
CRAIG M. BLITZER,
JOHN HOYTE STULTZ, III,
LUANN W. MARTIN,
GAYLE H. PEED,
PAMELA F. BRADSHER,
CINDY L. BLITZER,
THE OFFICE OF THE DISTRICT
ATTORNEY FOR PROSECUTORIAL
DISTRICT 9A, and
THE STATE OF NORTH CAROLINA,

Defendants.

AFFIDAVIT OF CINDY L. BLITZER

I, Cindy L. Blitzer, being first duly sworn, state that the following is true based on my own personal knowledge:

1. From January 2015 through October 2016, I served as a victim witness legal assistant and investigator in Prosecutorial Districts 17A and 9A, respectively.
2. Prior to my work with the State, I worked as an office manager and receptionist for my husband, Craig M. Blitzer (“Craig”), in private practice. During this period, I focused on discovery in capital cases. I was not paid for any of this work.
3. At the time my husband decided to run for District Attorney in Prosecutorial District 17A, I was enrolled in a nursing program at Forsyth Tech. During Craig’s campaign, I dropped out of this program with one course remaining.

4. Craig was elected District Attorney in November of 2014, and took office on January 1, 2015. Because he was taking a pay cut to become District Attorney, I needed to work to make up for the lost income. Craig and I were aware that Pamela Bradsher, the wife of Wallace Bradsher, the elected District Attorney in District 9A, worked for her husband. Therefore, I applied for a position in Prosecutorial District 17A.

5. Shortly after starting work in District 17A in January of 2015, Craig and I learned that the Administrative Office of the Courts had determined that it was a conflict for me to work for Craig, and for Ms. Bradsher to work for Mr. Bradsher. After we learned this, Craig and I met with Mr. Bradsher and Ms. Bradsher at Elizabeth's Pizza in Wentworth. At that meeting, we decided that I would work for Mr. Bradsher in District 9A, and that Ms. Bradsher would work for Craig in District 17A. This transfer was approved by the North Carolina Administrative Office of the Courts.

6. At the meeting at Elizabeth's Pizza, I expressed my concern that the office in Caswell County was far from my son's school. Mr. Bradsher told me not to worry, however. I also made clear to Mr. Bradsher that my long-term plan was to return to nursing school, and that I would have to start over because I dropped out and could not rely on my previously earned credits. Mr. Bradsher informed me that he had a connection at Piedmont Community College that would allow me to rely on these credits. After many meetings with Mr. Bradsher's contact over a period of

several months, I learned this was simply incorrect, and that I would have to retake all my classes.

7. Although I expressed concern about balancing work and school—especially since I would have to retake all my nursing classes—Ms. Bradsher told me not to worry because Tyler Henderson, an employee in Mr. Bradsher’s office, had been working in District 9A for two years while in law school. Ms. Bradsher also told me that she and Mr. Bradsher went to the beach for weeks at a time and “worked” from the beach.

8. When I began work in District 9A, I was assigned to the Shockley murder case, a child murder with a significant amount of discovery. I quickly learned that the commute to Caswell County was a difficult one, and Mr. Bradsher allowed me to work from Rockingham County or from home. I worked on this case until March of 2016. After my work on the Shockley case ended, Mr. Bradsher did not reassign me to another case, and I had very little work to do. I tried to call Mr. Bradsher to discuss this with him, but he did not return my calls. I also asked for more work, but he never gave me any or asked the other employees to give me any.

9. Craig mentioned my requests for more work to Mr. Bradsher, and Mr. Bradsher told him that I should just focus on nursing school. During the course of my employment, Mr. Bradsher permitted me to start my workday at 9:30 a.m. (as opposed to 8:45 a.m., like other employees), and to leave work several hours later at 1:00 p.m. (instead of 5:00 p.m., like other employees).

10. During the winter of 2015 and spring of 2016, I took online courses from Forsyth Technical Community College and online courses from the University of Phoenix. In April of 2016, I began taking nursing classes at South University in High Point. While I was enrolled in Math 219, I asked for assistance with coursework from an assistant district attorney in District 17A, who reported directly to my husband. This assistant district attorney assisted me with this coursework on State-owned computer equipment while he was working in District 17A.

11. During the period I was taking classes, I continued to receive a paycheck from the State based on a full-time schedule. During many of the hours that were reported as "Time Worked" in the State's BEACON payroll system, I was in nursing classes, doing nursing clinical work, or was not otherwise working in District 9A. My working time continued to be approved by then-assistant district attorney John H. Stultz, III.

12. According to information provided by the State Bureau of Investigation, from January 2015 through July 2016, my time was consistently entered as 8 hours worked per workday. The only exception was 45 hours, which consisted of 31 hours coded as "Other Management Approved Leave," 8 hours coded as "Sick Leave," and one working day coded as 6 hours of "Time Worked." I did not actually work all of the hours entered as Time Worked.

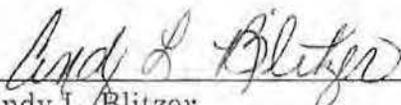
13. During most of the time I was employed in District 9A, I had no knowledge of any investigation being conducted by the SBI. In September or

October of 2016, however, I became aware that the SBI was investigating Districts 9A and 17A. Although I initially thought that it would be appropriate to resign, Mr. Bradsher persuaded me to remain in my position. I asked him about whether I should resign, but he responded, "No. I'll take it to 12." His reference to "12" meant 12 jurors. He told me not to worry because I had been working on a "special project" for him.

14. In late October, however, I received word that Mr. Bradsher wanted to speak with me. When I called his office, Gayle Peed, an administrative assistant, answered and informed me that my services would no longer be needed.

15. A couple days later, I received an email from Ms. Peed describing certain hours and asking me to verify that I had actually worked during those hours. I did not respond to this email.

This the 9 day of August, 2017.

 (SEAL)
Cindy L. Blitzer

Sworn to and subscribed before me

this the 9 day of August, 2017.



By: Kate Sweet (SEAL)

Notary Public

My commission expires: 5/11/2019