

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTERS OF
WANDA NELL ALLEN**

**VSb DOCKET NOS: 25-010-134756
25-010-134325**

MEMORANDUM ORDER OF SUSPENSION WITH TERMS

This matter came on to be heard on December 12, 2025, before a panel of the Virginia State Bar Disciplinary Board (the “Board”) consisting of Kamala H. Lannetti, Chair designee (“Chair”); Carolyn V. Grady; David R. Tiller; Alexander N. Simon; and Samuel Massenburg, Jr., Lay Member. The Virginia State Bar (the “VSB”) was represented by Seth T. Shelley, Assistant Bar Counsel (“Bar Counsel”). Wanda Nell Allen (the “Respondent”), and McGavock D. Reed, Jr., Esq., Counsel for Respondent (“Respondent’s Counsel”). Beverly S. Horne, of Chandler and Halasz, Inc, P.O. Box 1975, Mechanicsville, Virginia 23116, (804) 730-1222, after being duly sworn reported the hearing and transcribed the proceedings of December 12, 2025.

The Chair inquired as to each member of the Board before the hearing began as to whether any of them had any personal or financial interest or bias which would preclude him or her from fairly hearing this matter and serving on the Board, to which inquiry each member, including the Chair, responded in the negative.

All legal notices of the date and place of the December 12, 2025, hearings were timely sent by the Clerk of the Disciplinary System (“Clerk”) in the manner prescribed by the *Rules of the Supreme Court of Virginia* (hereinafter referred to as the “*Rule(s)*”), Part Six, Section IV, Paragraphs 13-18.

These matters came before the Board on two District Committee Determinations for Certification by the First District Committee, pursuant to Part Six, Section IV, Paragraph 13-18 of the Rules involving misconduct charges against Respondent.

I. PROCEDURAL MATTERS

A Prehearing Conference was held on December 2, 2025, which Respondent's legal counsel and Bar Counsel attended. VSB Exhibits # 1-41 were admitted into evidence without objection. Respondent and Bar Counsel submitted "Joint Stipulations of Respondent and Bar Counsel" which the Chair admitted into evidence as VSB Exhibit #42. During the sanctions section of the hearing, the Chair admitted VSB Exhibit #43, Respondent's disciplinary record, without objection. The parties agreed that there would be no further evidence or testimony submitted on the misconduct and that the Board, at its discretion, could proceed to the sanctions phase. Respondent submitted a witness list after the November 3, 2025, deadline which the Chair admitted without objection from Bar Counsel.

II. FINDINGS OF FACT

After consideration of the "Joint Stipulations of Respondent and Bar Counsel" and review of the exhibits admitted, the Board found the following facts to be proven by clear and convincing evidence.

1. Respondent was admitted to the VSB in 1982. At all relevant times, Respondent was a member of the VSB.

VSB Docket No. 25-010-134325 (Complainant Raymond Owensby)

2. Raymond Owensby ("Owensby") retained Respondent in late November 2023 to represent him in a contested divorce.

3. Respondent's written fee agreement, dated November 22, 2023, and signed by Owensby on November 25, 2023, indicates Respondent charged an advanced legal fee of \$3,500 with an hourly rate of \$260.

4. The fee agreement notes the matter was a "Contested Divorce" in Hampton Circuit Court and that Respondent would represent Owensby "to final settlement or adjudication through trial ... but excluding any appeal" which included "advising, counseling, negotiating, investigating, handling, prosecuting, and defending this family law matter."

5. Owensby made an initial payment of \$3,500 on November 27, 2023, and a second payment of \$676.40 on May 7, 2024.

6. Respondent stated that the payment of \$3,500 was "inadvertently" deposited into her operating account on November 29, 2023. Respondent acknowledged that complying with RPC 1.15 is her responsibility and acknowledged the error.

7. Respondent provided two invoices to the VSB, dated March 17, 2024, and April 15, 2024. Both incorrectly indicate the initial payment by Owensby was \$3,000. The invoices should have stated that Owensby paid \$3,500. Respondent acknowledged the payment was incorrectly entered on the invoices. Owensby's trust account should have reflected the additional \$500 as remaining in his trust account.

8. Respondent deposited the second payment by Owensby of \$676.40 in her operating account and asserted that she earned that fee prior to payment. The invoice dated April 15, 2024, shows a balance due of \$676.40.

9. Prior to Owensby retaining Respondent in late November 2023, several events occurred that became relevant during Respondent's representation of Owensby.

- a. On September 5, 2023, Owensby failed to appear at a Judicial Settlement Conference ("JSC"). Julia Stitely ("Stitely"), opposing counsel, filed a Motion For Sanctions and Attorney's Fees on September 11, 2023, based on Owensby's failure to attend the JSC.
- b. On October 19, 2023, Stitely filed an Amended Motion for Pendente Lite Relief

and Injunction Against Dissipation of Marital Assets.

c. A hearing had been set for December 7, 2023.

10. On December 3, 2023, Owensby emailed Respondent and provided the issues that he believed would be addressed at the hearing, including the motion for attorney fees, motion to quash subpoenas, and the motion for pendente lite relief.

11. On December 7, 2023, Respondent appeared with Owensby in Hampton Circuit Court and entered an appearance on behalf of Owensby. Judge Tonya Henderson-Stith ("Judge Henderson-Stith") scheduled a JSC for January 8, 2024. The order entered December 7, 2023 states that the case was set "for trial" on January 19, 2024.

12. On January 8, 2024, Respondent represented Owensby at the JSC.

13. On January 19, 2024, a hearing was held in which Owensby represented himself before Judge Henderson-Stith while accompanied by Respondent. The court heard the Motion for Sanctions/Attorney's Fees and addressed spousal support.

14. At the outset of the hearing, Respondent informed Judge Henderson-Stith that she was unfamiliar with the issues before the court because they occurred before she was retained by Owensby. Minutes before the hearing, Respondent told Owensby that he would be representing himself after which Respondent informed the judge at the beginning of the hearing that Owensby would be *pro se*, Owensby said he was unprepared to represent himself when he was forced to do so.

15. When interviewed by the VSB investigator, Respondent said she advised Owensby prior to the hearing that she would not represent him and would serve only an "advisory role." Respondent asserted that she did not represent Owensby at the hearing because she did not know all the facts related to the motion for attorney's fees.

16. The invoices provided to the VSB by Respondent indicate that Owensby was billed \$337.50 (1.5 hours at a rate of \$225 per hour) for Respondent to "Appear for/attend: Client's Show Cause hng and PL Spousal Support" on January 19, 2024.

17. At the hearing on January 19, 2024, Judge Henderson-Stith ordered Owensby to pay \$2,379 monthly in spousal support beginning February 1, 2024. Furthermore, the spousal support award was retroactive to July 25, 2023. Judge Henderson-Stith granted Stitely's motion for attorney fees in the amount of \$2,170.

18. In a letter dated January 20, 2024, to Judge Henderson-Stith, Owensby indicated that he was unaware prior to the hearing that he would be representing himself regarding spousal support. Owensby wrote that he was "prepared to speak about the missed JSC and Motion for Sanctions/Attorney Fees" but was "ill-prepared to do anything for the spousal support portion."

19. On February 5, 2024, an executive assistant to Judge Henderson-Stith sent a letter to Owensby, acknowledging his correspondence. The letter indicated that Judge Henderson-Stith would not consider the "*ex parte* communication." Copies were sent to Respondent and Stitely.

20. On February 6, 2024, Respondent forwarded proposed Orders from Stitely regarding the January 19 hearing to Owensby. Respondent provided instructions, including noting objections.

21. On February 8, 2024, Respondent forwarded an email to Owensby that she had received from Stitely. Stitely wrote that Owensby was "in violation of the PL Order" for failing to pay spousal support.

22. On February 12, 2024, Owensby emailed Respondent regarding opposing counsel's proposed order from the January 19 hearing. Owensby asked for clarification and assistance with the proposed order.

23. On February 15, 2024, Respondent responded and said Owensby represented himself "because the subject of the hearing was events that occurred BEFORE I became Attorney of record."

24. The Order regarding spousal support produced as a result of the hearing dated March 22, 2024, is signed by Owensby but not Respondent. Owensby noted several objections, including that he was "accompanied by Counsel Wanda Allen" at the hearing.

25. On August 5, 2024, Stitely filed a Motion for Show Cause, alleging that Owensby had failed to pay attorney's fees, as ordered by Judge Henderson-Stith. A hearing was scheduled on August 28, 2024, to address Stitely's show cause motion.

26. On August 14, 2024, the order regarding Stitely's Motion for Sanctions/Attorney's Fees was entered. The order is signed by Owensby but not Respondent. Owensby noted several objections, including that he was "accompanied by Counsel Wanda Allen" at the hearing.

27. On August 15, 2024, Respondent and Owensby exchanged emails regarding the order for attorney's fees.

28. On August 15, 2024, Owensby filed a *pro se* Defendant's Response to Plaintiffs Motion for Rule to Show Cause. Owensby emailed a copy to Respondent.

29. On August 21, 2024, Respondent emailed Owensby and asked that he "confirm that you will NOT need me to appear next week for the show cause hearing." Owensby responded that he did not believe she would attend because Respondent had previously informed him that she would not.

30. No hearing occurred on August 28, 2024. Owensby said he attended the hearing but learned upon arriving at the courthouse that it had been continued.

31. On September 3, 2024, Owensby informed Respondent via email that the hearing on August 28 had been cancelled and asked if Respondent knew. Respondent replied that she did not and that "[t]his was your hearing. Not mine."

32. On October 21, 2024, Owensby wrote a letter to Judge Henderson-Stith requesting that the pendente lite order issued as a result of the January 19, 2024, hearing, be amended. Owensby provided a copy of the letter to Respondent.

33. On December 18, 2024, Respondent filed a motion to withdraw. Respondent did not inform Owensby that she would be filing a motion to withdraw prior to doing so. Respondent provided a copy of the motion and draft Order to Owensby by mail and email at the time she filed it. Respondent's draft order had a signature block for Owensby but stated that Owensby's signature was "waived pursuant to VCRS 1: 13" and incorrectly identified him as "*pro se*."

34. Owensby did not terminate the relationship or request that Respondent withdraw.

35. On December 19, 2024, Judge Henderson-Stith entered an order relieving Respondent as counsel.

36. On December 27, 2024, Owensby filed an objection to Respondent's motion to withdraw. The court took no action.

VSB Docket No. 25-010-134756 (Complainant Carla Robertson)

37. In late July 2024, Carla Robertson ("Robertson") retained Respondent in an uncontested divorce. Robertson paid a flat fee of \$986, which Respondent's client ledger indicated she deposited into her trust account on August 1, 2024. However, the funds were deposited into Respondent's operating account. When interviewed, Respondent acknowledged that the funds should have been deposited into trust.

38. On August 19, 2024, Respondent filed the Complaint for Divorce in Newport News Circuit Court.

39. In early October 2024, Respondent mailed an Acceptance/Waiver of Service form to Robertson's husband in Florida. Respondent emailed Robertson, informing her of the mailing.

40. On November 13, 2024, Respondent emailed Robertson that she had received the signed Acceptance/Waiver of service form from her husband in the mail.

41. On December 11, 2024, Respondent sent a letter to Robertson's husband in Florida, in which she indicated she was "re-sending you a copy of the Acceptance/Waiver of Service" due to an error on the initial form regarding the entry of a date. Respondent requested that Robertson's husband sign the new waiver and return to her.

42. The letter indicates that Respondent sent a copy to Robertson by email. In her subpoena duces tecum response, Respondent provided "Emails to and From Client August 1, 2024, to March 27, 2024." There is no email in December 2024 alerting Robertson that an error with the form required that her husband sign a second, corrected form. There is no evidence that Robertson's husband returned the second Acceptance/Waiver of Service form.

43. On December 11, 2024, Robertson emailed Respondent and requested an update. Respondent did not respond.

44. On February 2 and 4, 2025, Robertson emailed Respondent. On February 4, Respondent wrote that she sent Robertson's husband a "waiver of service which he never signed and sent back to me." Respondent suggested that they have him served by a process server. On February 5, 2025, Respondent emailed and said her legal assistant located the form. Respondent indicated that her legal assistant was "working on your final decree now."

45. On February 24, 2025, Robertson filed a VSB disciplinary complaint. Robertson wrote that her husband passed away a few days prior.

46. In late March 2025, Respondent sent an Affidavit of Movant to Robertson. When interviewed, Respondent admitted that she forgot to provide it to Robertson sooner. Respondent was asked why she sent documents after Robertson's husband died. Respondent said she was unaware of his death.

47. On May 15, 2025, Respondent provided a refund of \$986 to Robertson.

III. NATURE OF MISCONDUCT

After consideration of the “Joint Stipulations of Respondent and Bar Counsel” and review of the exhibits, the Board found by clear and convincing evidence that such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

VSB Docket No. 25-010-134325 (Complainant Raymond Owensby)

RPC 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Respondent’s actions that violated this Rule 1.1 include, but are not limited to, the following:

By intentionally failing to provide legal services to Owensby that she was contractually obligated to provide during her representation in the divorce, such as advocating for Owensby at the January 19, 2024 hearing or responding to the Motion to Show Cause, Respondent violated RPC 1.1.

RULE 1.3 Diligence

(b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16

Respondent's actions that violated Rule 1.3(b) include, but are not limited to, the following

By intentionally failing to provide legal services to Owensby that she was contractually obligated to provide during her representation in the divorce, such as advocating for Owensby at the January 19, 2024 hearing or responding to the Motion to Show Cause, Respondent violated RPC 1.3(b).

RULE 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

Respondent's actions that violated Rule 1.5 (a) include, but are not limited to, the following:

By charging Owensby for her appearance at the hearing on January 19, 2024, in which she acted as an advisor while Owensby represented himself, Respondent violated RPC 1.5(a).

RULE 1.5 Fees

(b) The lawyer's fee shall be adequately explained to the client. When the lawyer has not regularly represented the client, the amount, basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

Respondent's actions that violated Rule 1.5 (b) include, but are not limited to, the following:

By entering into a contract which indicated that she would represent Owensby in all aspects of the divorce and by failing to explain that he would be responsible for litigating certain issues and communicating with opposing counsel, Respondent violated RPC 1.5 (b).

RULE 1.15 Safekeeping Property

(a) Depositing Funds.

(1) All funds received or held by a lawyer or law firm on behalf of a client or a third party, or held by a lawyer as a fiduciary, other than reimbursement of advances for costs and expenses shall be deposited in one or more identifiable trust accounts; all other property held on behalf of a client should be placed in a safe deposit box or other place of safekeeping as soon as practicable.

Respondent 's actions that violated Rule 1.15(a) include, but are not limited to, the following:

By failing to deposit Owenby's initial payment of \$3,500 and \$500 of the subsequent \$676.40 payment into a trust account, Respondent violated RPC 1.15(a)(1).

RULE 1.16 Declining Or Terminating Representation

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

Respondent's actions that violated Rule 1.16 (d) include, but are not limited to, the following:

By failing to give Owensby reasonable notice of her intention to withdraw and by waiving his signature on the draft order without his knowledge or consent, Respondent violated RPC 1. 16 (d).

RULE 1.4 Communication

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

Respondent's actions that violated Rule 1.4 (a) include, but are not limited to, the following:

By failing to inform Robertson about the error on the Acceptance/Waiver of Service form, by failing to communicate with Robertson in December 2024 and January 2025, and by providing incorrect information to Robertson in February 2025, Respondent violated RPC 1.4(a).

RULE 1.15 Safekeeping Property

(a) Depositing Funds.

(1) All funds received or held by a lawyer or law firm on behalf of a client or a third party, or held by a lawyer as a fiduciary, other than reimbursement of advances for costs and expenses shall be deposited in one or more identifiable trust accounts; all other property held on behalf of a client should be placed in a safe deposit box or other place of safekeeping as soon as practicable.

Respondent's actions that violated Rule 1.15 (a)(1) include, but are not limited to, the following:

By failing to deposit Robertsons unearned flat fee of \$986 into a trust account, Respondent violated RPC 1.15(a)(1).

IV. IMPOSITION OF SANCTIONS

After the Board announced its findings that Respondent violated the Rules of Professional Conduct by clear and convincing evidence, it received further evidence, including testimony from both Complainants and the Respondent, the Respondent's disciplinary record, argument from Bar Counsel and the Respondent regarding the appropriate sanction, including applicable aggravating and mitigating factors.

The Board found aggravating factors as follows: a) Respondent had one prior disciplinary matter in 2013 that was not similar to the conduct in this Order; b) a pattern of misconduct which

is set forth above; c) Owensby was a vulnerable victim based on his disabilities; d) Respondent has substantial experience in the law, and e) Respondent refunded Robertson's retainer but waited until the Sanctions portion of the hearing to offer to refund Owensby's payment for attorney's fees.

The Board found mitigating factors as follows: a) Respondent has had a forty three year law career with only one other disciplinary matter in 2013; b) no dishonest or selfish motive for the misconduct was identified; c) Respondent made full restitution to Robertson and, at the conclusion of the hearing, offered to make full restitution to Owensby; d) Respondent has a distinguished history of serving her community both through legal practice and volunteer work; e) Respondent expressed remorse at the hearing; and f) Respondent's prior disciplinary incident was somewhat remote and there have been no further disciplinary incidents in the past twelve years.

Following closed deliberations to consider the appropriate sanction, the Board reconvened and announced its decision. Having considered the evidence presented and argument of Bar Counsel and the Respondent, it is **ORDERED** that the Respondent's, Wanda Nell Allen's, license to practice law in the Commonwealth of Virginia should be **SUSPENDED WITH TERMS** for a period of thirty (30) days effective December 12, 2025. If the Respondent fails to comply with any of the terms of this Order, the alternative discipline will be a six-month suspension of her license to practice law. In addition to the terms set forth in this Order, the following terms apply: a) Restitution of all monies (\$4,146) paid to Respondent by Owensby shall be paid to Owensby within thirty (30) days of the date of this Order; and b) Continuing Legal Education (CLEs) on the topics of law office management and trust accounting must be completed within six months of the date of this Order. Such CLEs will be in addition to the required mandatory annual CLEs. Evidence of completion of all terms must be provided to Bar Counsel within a reasonable time of completion.

It is further **ORDERED** that, as directed in the Board's December 12, 2025, Summary Order in this matter, Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules. The Respondent must forthwith give notice by certified mail, of the Suspension of license to practice law in the Commonwealth of Virginia, to all clients for whom Respondent is currently handling matters and to all opposing Attorneys and presiding Judges in pending litigation. The Respondent must also make appropriate arrangements for the disposition of matters then in her care in conformity with the wishes of her clients.

Respondent must give such notice immediately and in no event later than 14 days of the effective date of the Summary Order, and make such arrangements as are required herein as soon as is practicable and in no event later than 45 days of the effective date of the Suspension. The Respondent must also furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within 60 days of the effective date of the Suspension that such notices have been timely given and such arrangements have been made for the disposition of matters.

It is further **ORDERED** that if the Respondent is not handling any client matters on the effective date of Suspension, she shall submit an affidavit to that effect to the Clerk of the Disciplinary System at the Virginia State Bar within 60 days of the effective day of the Suspension. The Board must decide all issues concerning the adequacy of the notice and arrangements required herein. The burden of proof shall be on the Respondent to show compliance. If the Respondent fails to show compliance with the requirements of Part Six, Section IV, Paragraph 13-29, of the Rules, the Board may impose the alternative sanction of six month suspension of license for failure to comply with the requirements of Paragraph 13-29.

It is further **ORDERED** that, pursuant to Part 6, Section IV, Paragraph 13-9. E of the Rules, the Clerk of the Disciplinary System shall assess all costs against the Respondent.

It is further **ORDERED** that the Clerk of the Disciplinary System shall mail an attested copy of this ORDER to the Respondent by certified mail, return receipt requested, and by regular first-class mail to: Wanda Nell Allen, Access Law Group, P.C., 603 Pilot House Dr #350, Newport News, VA 23606, Respondent's last address of record with the VSB, McGavock D. Reed, Jr., Esq., Respondent's Counsel, 277 South Washington Street, Suite 210. Alexandria VA 22314, and an electronic copy to Seth T. Shelley, Assistant Bar Counsel.

ENTERED THIS 23rd DAY OF DECEMBER 2025.
VIRGINIA STATE BAR DISCIPLINARY BOARD


Kamala H. Lannetti, Chair designee