

**VIRGINIA:**

**BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD**

**IN THE MATTER OF  
VINCENT MARK AMBERLY**

**VSB DOCKET NO. 24-053-130966**

**MEMORANDUM REVOCATION ORDER**

On December 13, 2024, a panel of the Disciplinary Board (the “Board”), consisting of Jennifer D. Royer, Chair, Adam M. Carroll, Yvonne S. Gibney, Michael C. Moore, and Tambera D. Stephenson, Lay Member, heard this matter. The Chair polled the members of the panel as to whether any of them was conscious of any personal or financial interest or bias which would preclude any of them from fairly hearing this matter and serving on the panel, to which inquiry each member responded in the negative.

The Virginia State Bar (the “VSB”) was represented by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel and Vincent Mark Amberly (the “Respondent”) appeared in person *pro se*. Beverly S. Horne, court reporter, Chandler and Halasz Stenographic Reporters, P.O. Box 1975, Mechanicsville, Virginia 23116, telephone number: (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

All legal notices of the date and place were timely sent by the Clerk of the Disciplinary System (“Clerk”) in the manner prescribed by Part Six, Section IV, Paragraph 13-18 of the Rules of the Supreme Court of Virginia (the “Rules”).

The matter came before the Board on the Subcommittee Determination (Certification) of the Fifth District, Section III Subcommittee of the Virginia State Bar, pursuant to Part 6, Section IV, Paragraph 13-18 of the Rules involving misconduct charges against the Respondent.

At the hearing, VSB Exhibits 1-54, Respondent's Exhibits 1-5 and 7, and Board Exhibit 1 were admitted into evidence without objection. The Board heard testimony from Cambrey Knight (formerly Cambrey Hameedi), Michael Daughtery, Zahid Hameedi, and Respondent.

Following the presentation of the evidence and arguments of counsel, the Board met in private to consider its decision.

## **I. FINDINGS OF FACT**

The Board makes the following findings of fact based on clear and convincing evidence:

1. Respondent was admitted to the VSB in 2002. At all relevant times, Respondent was a member of the VSB.

### Respondent's Failure to Recognize and Address Conflicts of Interest

2. On or about January 12, 2023, Zahid Hameedi filed a *pro se* breach of contract action ("the contract action") against his son, Zaurez Hameedi, and his son's then-wife, Cambrey Hameedi,<sup>1</sup> in Prince William County Circuit Court. This action sought to collect on an unpaid promissory note that purportedly granted Zahid a security interest in the marital residence of Zaurez and Cambrey.

3. On February 10, 2023, Respondent entered his appearance on behalf of Zahid in the contract action.

4. Cambrey had initiated a divorce action against Zaurez in January 2023 ("the divorce action"). Respondent and Zahid discussed the possibility of Respondent also representing Zaurez in the divorce action.

5. Respondent contends that it was not a conflict for him to represent both Zahid and Zaurez because Zaurez never contested that he owed Zahid money under the promissory note.

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<sup>1</sup> Because Zaurez, Zahid, and Cambrey Hameedi all shared the same last name at the time of the events giving rise to the Certification, this order will refer to them by their first names.

Respondent did not explain to Zahid or to Zaurez the nature or potential consequences of any conflict of interest he might have if he represented them both.

6. Although Respondent claimed that he researched the conflict-of-interest issue arising out of representing Zahid and Zaurez, he was unable to provide the Board with any of the authority he claimed to have reviewed, and the Board found his claim to lack credibility.

7. On February 13, 2023, Respondent entered his appearance on behalf of Zaurez in the divorce matter, while concurrently representing Zahid in his contract action against Zaurez and Cambrey.

Respondent's Attempt to Obtain a Default Judgment for Zahid against Cambrey

8. In an answer and counterclaim Respondent signed and filed on February 13, 2023, on Zaurez's behalf in the divorce action, Respondent acknowledged and alleged that Cambrey had moved to Texas with their children in December 2022. *See* VSB Ex. 19 at 0513. Respondent also acknowledged in his response to the Bar Complaint that Zahid told Respondent in December 2022 that Cambrey "had recently moved to Texas with the couple's four minor children." *See* VSB Ex. 6 at 0488, n.1. Thus, Respondent knew that Cambrey no longer resided in the marital residence when he entered his appearance on behalf of Zahid in the contract action on February 10, 2023.

9. Respondent filed a Motion for Default Judgment in the contract action on February 17, 2023. The Motion incorporated by reference the statements in Zahid's affidavit, which was attached as an exhibit. Respondent drafted Zahid's affidavit together with Zahid. The affidavit alleged that Zahid had mailed the Complaint to Zaurez and Cambrey at their marital residence in Woodbridge, Virginia, and that both had also been served with the Complaint. The court file contains no evidence, however, that Cambrey was served with the Complaint or that Zahid had requested service on Cambrey.



10. On or about March 3, 2023, Respondent signed and filed a “Certificate of Mailing” regarding the Motion for Default Judgment that stated:

Pursuant to Virginia Code Section 8.01-296,<sup>2</sup> I hereby certify that a true copy of the Plaintiff, Zahid Hameedi’s Motion for Default Judgment and Affidavit of Zahid Hameedi filed in this matter were mailed by first class mail, postage prepaid, on February 17, 2023 to the Defendants Zaurez Hameedi and Cambrey Hameedi at 3727 Russell Rd., Woodbridge, Virginia, 22192.<sup>3</sup>

Thus, despite his knowledge that Cambrey no longer resided there, Respondent certified to the Court that he had mailed the Motion for Default Judgment to her at the marital residence.

11. On March 3, 2023, Cambrey’s attorney in the divorce matter, Michael Daugherty, happened to be in Prince William County Circuit Court and noticed that Cambrey was listed as a defendant in litigation for which a hearing was scheduled that morning. Daugherty also noticed that Respondent represented the plaintiff in that matter. When questioned by Daugherty, Respondent told him that Cambrey had been served with the lawsuit. Daugherty then messaged Cambrey to ask whether she was aware that she was supposed to be in court for a hearing in Zahid’s contract action against Zaurez and Cambrey.

12. Cambrey was completely unaware of the lawsuit or the motion for default judgment and had not been served.

13. On March 8, 2023, the court entered a default judgment for \$410,827.32 plus 6% interest, plus attorneys’ fees and costs of \$1,200, against Cambrey and Zaurez in the contract action.

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<sup>2</sup> Virginia Code Section 8.01-296(b) states that when a party is served by posted service, a copy of the process must be mailed to the party at least 10 days before a default judgment can be entered.

<sup>3</sup> Pursuant to a protective order entered on November 4, 2022, Zaurez was prohibited from the marital residence in Woodbridge, Virginia. He moved into his parents’ home in Fairfax Station, Virginia.

14. Cambrey subsequently retained attorney William Ashwell, who filed an emergency motion on March 10, 2023, to set aside the default judgment.

15. On March 23, 2023, the court entered an order setting aside the default judgment against Cambrey. The order stated that Cambrey had not been properly served because she had moved to Texas in December 2022.

16. On September 1, 2023, the Court entered a consent order of judgment in the amount of \$415,000, plus 6% interest, against Zaurez alone.

Respondent's Failure to Participate in Zaurez's Representation in the Divorce Action

17. Respondent failed to appear on May 9, 2023, for a prehearing conference and failed to appear on May 26, 2023, for a pendente lite hearing in the divorce action despite being counsel of record for Zaurez.

18. On August 1, 2023, Zaurez filed a *pro se* motion for continuance in the divorce action. The motion stated that Respondent "has been unresponsive after multiple attempts[.]" No substitute counsel entered an appearance on Zaurez's behalf, however, and Respondent remained counsel of record.

19. On August 9, 2023, Respondent failed to attend a scheduled pendente lite hearing in the divorce action and on December 7, 2023, he failed to appear for a pretrial conference.

20. Respondent did not speak with Zaurez at any time between July 2023 and December 2023, until the week before the hearing.

21. The pretrial scheduling order in the divorce action required all exhibit and witness lists to be filed 15 days before trial. Respondent did not file Zaurez's exhibit and witness list until December 18, 2023, which was the first day of trial.

22. The same day, Respondent also filed a “Motion for Leave of Court to File Late Pleading” in which he requested a continuance of the trial date in the divorce action. In that motion, Respondent alleged he had become ill and believed that Zaurez had engaged new counsel to represent him in the divorce matter. Respondent did not file a motion to withdraw as Zaurez’s counsel in the divorce proceeding, however, and substitute counsel never entered an appearance. The Court denied Respondent’s motion for continuance.

23. On December 19, 2023, the Court issued its ruling in the divorce action in which it found Zahid’s \$415,000 judgment against Zaurez to be Zaurez’s debt for which Cambrey was not responsible.

24. The court awarded \$10,000 in attorney’s fees to Cambrey in the divorce action, but did not award any of Zaurez’s attorney’s fees because Respondent failed to submit an affidavit attesting to what the attorney’s fees were.

25. Respondent acknowledges that he “is not a divorce attorney” and is not comfortable practicing family law.

## **II. NATURE OF MISCONDUCT**

The following conduct by Respondent was found by clear and convincing evidence to constitute misconduct in violation of the Rules of Professional Conduct:

### **RULE 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 violated Rule 1.1 by failing to provide competent representation to Zaurez in the divorce action, including failing to attend hearings and conferences, failing to make timely pre-trial filings, and failing to present evidence regarding attorney’s fees.*



### **RULE 1.3     Diligence**

- (a) A lawyer shall act with reasonable diligence and promptness in representing a client.

*Respondent violated Rule 1.3(a) by failing to provide reasonably diligent representation in the divorce action, including failing to attend hearings and conferences, failing to make timely pre-trial filings, and failing to present evidence regarding attorney's fees.*

### **RULE 1.7     Conflict of Interest: General Rule**

- (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) there is significant risk that the representation of one or more clients will 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.

*Respondent violated Rule 1.7(a)(1) by representing Zahid in the contract action, in which Zaurez was a defendant, while simultaneously representing Zaurez in the divorce action.*

*Respondent violated Rule 1.7(a)(2) by representing Zahid in the contract action, which sought to collect a debt from Zaurez and Cambrey and to impose a lien on the marital home, while simultaneously representing Zaurez in the divorce action.*

### **RULE 3.3     Candor Toward the Tribunal**

- (a) A lawyer shall not knowingly:
- (1) make a false statement of fact or law to a tribunal[.]

*Respondent violated Rule 3.3(a)(1) by filing a motion for default judgment alleging that Cambrey had been served with the Complaint in the contract action despite there being no documentation that she was ever served with process, and by representing to the court in the Certificate of Mailing for the Motion for Default Judgment that he had mailed the Complaint to Cambrey at the marital home in Woodbridge, Virginia, despite knowing that Cambrey no longer resided there.*

#### **RULE 1.16 Declining or Terminating Representation**

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) the representation will result in violation of the Rules of Professional Conduct or other law[.]

...  
(c) In any court proceeding, counsel of record shall not withdraw except by leave of court after compliance with notice requirements pursuant to applicable Rules of Court. In any other matter, a lawyer shall continue representation notwithstanding good cause for terminating the representation, when ordered to do so by a tribunal.

*Respondent violated Rule 1.16(a)(1) by failing to withdraw as counsel in the divorce action despite his acknowledgement that he was ill and despite his complete lack of participation in the divorce action for several months, which led to his violations of Rules 1.1 and 1.3(a).*

*Respondent violated Rule 1.16(c) by failing to participate in the representation of Zaurez for months prior to the trial date in the divorce action yet failing to seek leave of the court to withdraw as counsel of record.*

#### **RULE 8.4 Misconduct**

It is professional misconduct for a lawyer to:

...  
(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law[.]

*Respondent violated Rule 8.4(c) –*

(1) *By filing a motion for default judgment alleging that Cambrey had been served with the Complaint in the contract action, despite the absence of documentation that she was ever served with process;*

(2) *By representing to the Court in the Certificate of Mailing of the Motion for Default Judgment that he had served Cambrey at the marital home in Woodbridge, Virginia, despite his knowledge that Cambrey had moved to Texas;*



(3) *By misrepresenting to Cambrey's attorney, Michael Daugherty, that Cambrey had been served with the Complaint in Zahid's contract action against Cambrey and Zaurez when Cambrey had not been served; and*

(4) *By using these misrepresentations to secure a default judgment against Cambrey.*

### **III. IMPOSITION OF SANCTION**

Thereafter, the Board received further evidence and argument as to the appropriate sanction to be imposed, including aggravating and mitigating factors. The Board received and admitted Respondent's disciplinary record as VSB Ex. 55, which reflected the following discipline:

1. An Admonition with Terms imposed by the Board on November 16, 2007, in which Respondent was found to have violated **Rule 3.3(a)(1)** (Candor Towards the Tribunal), **Rule 4.1(a)** (Truthfulness in Statements to Others), **Rule 8.1(a)** (Bar Admission and Disciplinary Matters) for knowingly making a false statement of material fact, and **Rule 8.4(c)** (Misconduct) for engaging in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law.

2. A Public Reprimand with Terms imposed by the Fifth District Section III Subcommittee on February 7, 2017, in which Respondent was found to have violated **Rule 3.4(i)** (Fairness to Opposing Party and Counsel) by presenting or threatening to present criminal or disciplinary charges solely to obtain an advantage in a civil matter.

3. A Public Reprimand without Terms imposed by the Fifth District Section III Subcommittee on June 21, 2018, in which Respondent was found to have violated **Rule 1.15(a)(1)** (Safekeeping Property) for failing to comply with requirements for maintaining client trust accounts.

4. A Six-Month Suspension imposed by the Loudoun County Circuit Court, effective January 5, 2020, in which Respondent was found to have violated **Rule 1.3(a)** (Diligence) for failing to act with reasonable diligence and promptness in representing a client, **Rule 1.4(a)** (Communication) for failing to keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information, and **Rule 1.15(a)(1) and (b)(5)** (Safekeeping Property) for failing to comply with requirements for maintaining client trust accounts.

5. A Thirty-Day Suspension imposed by the Board on July 13, 2020, in which Respondent was found to have violated the terms imposed against him by the Fifth District Section III Subcommittee in 2017.

The Board heard further testimony from Respondent, who dismissed the significance of his disciplinary record. Respondent contended he had nothing to be remorseful about because neither of his clients – Zahid or Zaurez – were upset with what Respondent had done. Respondent attempted to justify his deceitful efforts to obtain a default judgment by contending that Cambrey was not a vulnerable victim. Finally, Respondent claimed that his limited experience handling divorce cases somehow diminished the significance of his 22 years of experience.

#### IV. DISPOSITION

After considering the exhibits, testimony, and argument, the Board was guided by the following standards of the Annotated Standards for Imposing Lawyer Sanctions, Second Edition (ABA 2019):

1. Standard 4.32 provides that “[s]uspension is generally appropriate when a lawyer knows of a conflict of interest and does not fully disclose to a client the possible effect of that conflict, and causes injury or potential injury to a client.” Respondent represented Zahid in his

contract action against Zaurez while at the same time representing Zaurez in his divorce action, but failed to disclose the effect of this conflict with either client. The potential or actual injury to Zaurez was that Respondent provided no legal advice as to any defenses he might have raised against Zahid's claim.

2. Standard 4.41(c) provides that "[d]isbarment is generally appropriate when. . . a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client." Respondent simply stopped participating in the representation of Zaurez in the divorce case between May and December 2023. During this time, Respondent missed hearings and conferences, failed to make timely pre-trial filings, failed to present evidence regarding attorney's fees, and failed to communicate with Zaurez. As a result of his neglect of Zaurez's representation, neither Respondent nor Zaurez was prepared for trial, as reflected in Respondent's unsuccessful request for a continuance filed on the first day of trial. Respondent's lack of preparation resulted in Zaurez's inability to seek an award of attorney's fees, at the very least.

3. Standard 6.11 provides that "[d]isbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding." Respondent's deception to the Court regarding service of process on Cambrey in Zahid's contract action resulted in entry of default judgment of \$410,827.32, plus interest, attorney's fees, and costs against Cambrey and Zaurez.

The Board found no mitigating factors, but considered the following aggravating factors:



(a) Respondent's prior disciplinary offenses. Respondent's disciplinary record reflects that he has been disciplined five times, between 2007 and 2020, with sanctions ranging from a public admonition to a six-month suspension. The misconduct underlying the first of these disciplinary matters involved violations of two of the Rules of Professional Conduct at issue in this case – Rules 3.3(a)(1) and 8.4(c). The misconduct underlying the six-month suspension in 2020 involved a violation of Rule 1.3(a), another of the rule violations at issue in this case. His disciplinary history reflects Respondent's utter failure to learn from his past misconduct.

(b) Respondent's dishonest or selfish motive. Respondent made multiple false representations to the Court and to Cambrey's attorney to obtain a default judgment against Cambrey.

(c) Respondent's pattern of misconduct. In his representation of Zahid in the contract action and of Zaurez in his divorce action, Respondent violated six Rules of Professional Conduct despite having faced disciplinary consequences for his misconduct five times before.

(d) Respondent's refusal to acknowledge his wrongful behavior. His consistent denial of his misconduct in the instant matter and in previous matters for which he was disciplined is troubling.

(e) Respondent's substantial experience in the practice of law. An attorney with 22 years of practice should have learned from his experience. Clearly, Respondent has not.

(f) Finally, Respondent's dishonesty, lack of competence, and lack of diligence poses a threat to the public and to future clients.

After due deliberation, the Board reconvened in open session and announced that Respondent's license to practice law in the Commonwealth of Virginia is REVOKED effective December 13, 2024.

It is further ORDERED that the Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules. The Respondent shall forthwith give notice by certified mail of the Revocation of his license to practice law in the Commonwealth of Virginia, to all clients for whom he is currently handling matters and to all opposing Attorneys and presiding Judges in pending litigation. The Respondent shall also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of his clients. The Respondent shall give such notice immediately and in no event later than 14 days of the effective date of the Revocation, 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 Revocation. The Respondent shall also furnish proof to the Clerk within 60 days of the effective date of the Revocation 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 the Revocation, he shall submit an affidavit to that effect within 60 days of the effective date of the Revocation to the Clerk. The Board shall 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.

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

It is further ORDERED that an attested copy of this Order be mailed by the Clerk to the Respondent by electronic, first-class, and certified mail, return receipt requested, to his email address and address of record with the Virginia State Bar: Amberly Law, 129 Harrison Street, NE, Leesburg, VA 20116, and a copy by electronic mail to Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel.

ENTERED this 28<sup>th</sup> day of January 20215.

VIRGINIA STATE BAR DISCIPLINARY BOARD

  
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Jennifer D. Royer, Chair