VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
PATRICK NICHOLAS ANDERSON

VSB DOCKET NO. 21-041-120807

MEMORANDUM ORDER OF SUSPENSION

THIS MATTER came on to be heard on January 26 and 27, 2023, before a panel of the Disciplinary Board consisting of Chair, Kamala H. Lannetti, Esq. (Chair), Adam Carroll, Esq., John Whittington, Esq., Robin J. Kegley, Esq., and Tammy D. Stephenson, Lay Member. The Virginia State Bar (the "VSB") was represented by Laura Ann Booberg, Assistant Bar Counsel, ("Bar Counsel"). Respondent Patrick Nicholas Anderson was present and represented by his counsel, Paul D. Georgiadis, Esq., and Prescott L. Prince, Esq.

The Chair polled the members of the Board 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. Jennifer L. Hairfield, court reporter, CHANDLER and HALASZ, P.O. Box 9349, Richmond, VA 23227, Tel. No. 804-730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

By Motion filed August 10, 2022, Patrick Nicholas Anderson ("Respondent") requested this disciplinary hearing be held during the month of February 2023. By Order entered August 12, 2022, Respondent's motion was denied and this matter was set January 26 and 27, 2023. All legal notices of the date and place were timely sent by the Clerk of the Disciplinary System ("Clerk") in the manner prescribed by the Rules of the Supreme Court of Virginia, Part Six, Section IV, Paragraph 13-18 of the Rules of Court.

The matter came before the Board on the District Committee Determination for Certification by the Fourth District Committee pursuant to Part 6, Section IV, Paragraph 13-18 of

the Rules of the Supreme Court of Virginia involving misconduct charges against Respondent. Prior to the proceedings, the Chair of the Board heard pretrial motions, to wit: VSB requested its Exhibits 5 through 7, 10, 13, and 15 be admitted under seal and Respondent objected to the same. Thereafter, VSB and Respondent reached an agreement as to VSB Exhibit 13. VSB objected to Respondent's Exhibit's 1 through 15, which objection was thereafter withdrawn by VSB. Respondent objected to admission of VSB Exhibits 5, 7, and 13 as submitted and absent certain redactions. Respondent requested the VSB witnesses, E.G. and P.L., be stricken from the witness list on the basis that said witnesses were not properly identified. VSB objected to Respondent's Exhibits 5 and 6. After due consideration during a telephonic hearing with counsel for VSB and counsel for Respondent, the Chair entered a prehearing Conference Call Order on January 17, 2023, which found as follows: VSB withdrew its objections to Respondent's Exhibits 1-15 and Respondent's Exhibits 1 through 15 are so admitted; VSB withdrew VSB Exhibit 7 from the Misconduct phase of these proceedings reserving the right to address the admissibility of VSB Exhibit 7, if necessary, during the Sanctions Phase, accordingly, VSB Exhibit 7 was excluded from evidence in the Misconduct phase of these proceedings; VSB shall redact the pertinent information from VSB Exhibit 5, Bates Numbers 000022-000023 and 000040; VSB Exhibits 5 (as redacted) through 7, 10, 13, and 15 will be admitted into evidence under seal; VSB Exhibit 13 shall be admitted pursuant to the agreement reached by the VSB and Respondent; the Chair found sufficient basis to grant the VSB's request to have the certain witnesses identified by their initials; the Respondent later filed an amended answer and the Chair permitted to be filed.

At the hearing, Bar Counsel opened by informing the Board that the Virginia State Bar withdrew the charge that Respondent violated Rule 5.3 (a), Rule 5.3(b), and Rule 5.3(c) of the Rules of Professional Conduct and said charges are hereby removed from consideration by the Board.

Respondent stipulated that he violated Rule 1.6(a) and (b)(1) & (2) and Rule 1.9(c)(1) as alleged. After each party made opening statements, the Board heard testimony from the

following witnesses, who were sworn under oath: Tyler Roth (former law associate of Respondent); Christian Fernandez (former law associate of Respondent); P.L. (former Client of Respondent); Complainant E.G. (former client of Respondent); Edward Bosak, Investigator with the VSB; the Honorable Thomas Rawles Jones, Jr., Judge (Witness to Respondent's character and reputation truthfulness); Claude Ducloux, Esquire (Witness regarding LawPay and the chargeback process); Clair Gastanaga, Esquire (Witness to Respondent's character and reputation truthfulness); Steve Levinson, Esquire (Witness to Respondent's character and reputation truthfulness); Mark Petrovich, Esquire (Witness to Respondent's character and reputation truthfulness); and Respondent, Patrick Nicholas Anderson. The Board found all witnesses to be credible. The Board accepted and considered VSB Exhibits 1 through 4, 5 as redacted, 6 and 8 through 15 and Respondent's Exhibits 1 through 17 all of which were admitted without objection.

At the conclusion of the VSB's evidence Respondent made a Motion to Strike the VSB evidence as it related to alleged Rules violations 1.5(a)(1), 8.4(a), 8.4(b), and 8.4(c). After considering the exhibits, testimony, and arguments of counsel, the Board met in private to consider the Motion to Strike. The Board returned and the Chair announced that based on the evidence presented, including the testimony and the exhibits, when viewed in the light most favorable to the VSB, the Board GRANTS Respondent's Motion to Strike Rule 1.5(a)(1) and 8.4(a) as they relate to Respondent's inclusion of a provision in the firm's fee agreement that provided for the payment of a thirty-three and one third percent attorney's fee should the firm be required to collect an unpaid fee. The Board DENIED Respondent's Motion to Strike the remaining Rules violations.

Following Respondent's testimony offered during the Misconduct phase, Bar Counsel moved to have certain portions of said testimony redacted from the transcript. Respondent did not object. The Board determined that two separate transcripts shall be maintained in the record. A complete, unredacted, transcript shall be SEALED and a second transcript shall have redacted therefrom Respondent's testimony relating to the identity of the attorneys Complainant retained

following his representation by Respondent and certain details of the matter on which Respondent represented Complainant. The parties agreed that the Chair would review the transcript and mark portions of the transcript that should be redacted to meet the parties' agreement and then would provide the same to Bar Counsel and Respondent Counsel for review and approval.

After considering the exhibits, testimony, 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 on the basis of clear and convincing evidence:

1. Respondent, Patrick Nicholas Anderson, was licensed to practice law in the Commonwealth of Virginia in 1988 and, at all relevant times, has been an attorney licensed to practice law in the Commonwealth of Virginia.

2. **Client E.G.** On April 23, 2019, complainant E.G. retained Respondent to represent him in an investigation for federal crimes. E.G. signed a fee agreement providing for a flat fee of $20,000.00 that would be placed into the Patrick N. Anderson and Associates ("the firm") trust account and withdrawn as earned. E.G. paid via credit card $10,000.00 and Respondent agreed E.G. could pay the remaining $10,000.00 in recurring automatic monthly payments of $1,000.00 to be paid via bank card on the 15th day of the month. Thereafter, the firm processed E.G.'s monthly payments of $1,000.00.

3. As part of Respondent's representation of E.G., he instructed his then associate Christian Fernandez ("Fernandez") to complete an in-depth work-up on E.G. to include biographical information, childhood and family history, and details regarding the E.G.'s alleged criminal conduct. Respondent testified that his firm prepares a similar biographical work-up of all clients because Respondent must know everything about a client in order to represent the whole person during all stages of a criminal proceeding. Respondent admitted the biographical

work-up of E.G. and that of all other clients contain personal, confidential and privileged information.

4. At Respondent's request, Fernandez further prepared a Memorandum detailing the process by which E.G. committed the alleged criminal acts, which included the methods and means E.G. utilized.

5. Respondent received extensive discovery from the Assistant United States Attorney (AUSA) and at Respondent's request Fernandez also prepared a detailed Memorandum summarizing the discovery.

6. In late June or early July 2019, Respondent met with Complainant and discussed a plea agreement received from the AUSA. Respondent acknowledged that he did not provide Complainant a copy of the plea agreement nor did he review the details of the plea agreement with Complainant, but rather discussed it in general terms.

7. On August 15, 2019, the firm processed E.G.'s monthly payment, making the total E.G. had paid to the firm $14,000.00.

8. Coincidentally, on August 15, 2019, E.G. met with Fernandez and advised that he wished to terminate the firm's services. Respondent then talked with E.G. via telephone and E.G. advised Respondent that he was firing him and would request a chargeback[1] of the $1,000.00 that was debited earlier that day. Respondent advised E.G. that if he requested a chargeback the firm would contest the same. Respondent told E.G. that he would prepare an invoice for services rendered by the firm and forward the same to E.G. E.G. requested a copy of his file and Fernandez compiled and provided the same to E.G.

9. Respondent prepared and forwarded to E.G. a statement reflecting services rendered to E.G. in the amount of $15,050.00. Respondent did not request payment from E.G. of the $1,050.00 balance due.

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[1] A "chargeback" is action taken by a bank (or other credit card institution) to reverse, in this instance at the request of the card holder, electronic payments. It involves reversing a payment and triggering a dispute resolution process whereby the merchant (i.e., the firm) has an opportunity to demonstrate why the charge was rightfully made to the card holder's (i.e., E.G.) account.

10. On August 15, 2019, E.G. hired a new attorney to represent him on the federal investigation.

11. As of the date of this hearing, E.G. has not been charged or convicted of any crime related to the federal investigation nor has E.G. publicly admitted to any wrongdoing.

12. E.G. requested a chargeback of the $1,000.00 payment processed August 15, 2019.

13. By letter from Merchant Services (bank processing center) dated August 28, 2019, Respondent received notice of E.G.'s chargeback request.

14. In response to E.G.'s request for chargeback, Respondent directed Fernandez to prepare a letter to Merchant Services contesting the chargeback. Respondent advised Fernandez that the firm had a template letter for contesting chargebacks and suggested Fernandez use the template to prepare the letter regarding E.G.'s chargeback. After reviewing the template letter, Fernandez was concerned that the letter violated ethical duties owed to E.G. and advised Respondent that he thought it was unethical to make certain statements in the letter and unethical to attach the documents outlined in the template. Respondent told Fernandez that when a client makes a chargeback the firm can disclose such information. Fernandez protested but yielded to Respondent's experience as an attorney and position as Fernandez's boss. Fernandez told Respondent that he would draft the letter, but "was not putting his name on it" or signing it and that attaching the biographical work-up and other documents from client's file was in violation of the ethical rules.

15. Fernandez drafted the letter and provided it to Respondent. Respondent edited the letter and instructed Fernandez to make certain changes. Thereafter, when the final version was complete, Respondent sent the letter, dated September 13, 2019 ("E.G. Letter"), which stated in pertinent part, "Given the circumstances surrounding this client and his illegal manipulation of cellular data plans;" "Because the client was guilty of committing various types of fraud, our firm negotiated a deal for him to cooperate with the Assistant United States Attorney and federal agents in this case;" "it is unfair for a cardholder to commit credit card fraud and receive a

chargeback;" and "This cardholder lied to you and committed credit card fraud....This chargeback is his attempt to run from the crimes he committed."

16. Along with the E.G. Letter, Respondent provided a complete copy of E.G.'s file including the biographical work-up of E.G., the detailed memorandum of the method E.G. used to commit the alleged crimes, the discovery received from the AUSA, and the memorandum of that discovery prepared by Fernandez. Respondent only redacted E.G.'s date of birth and the plea agreement proposed by the AUSA from the packet sent to Merchant Services. Respondent did not request the information he provided to Merchant Services be maintained as private or confidential nor did Respondent indicate the same on the E.G. Letter or on the documents provided.

17. The information Respondent provided to Merchant Services with the E.G. Letter was protected by the attorney-client privilege, gained during his professional relationship with E.G., and embarrassing to E.G, and potentially dangerous or incriminating to E.G.

18. Respondent acknowledged his disclosure of E.G.'s information to Merchant Services exceeded what was reasonably necessary to defend against the chargeback controversy.

19. Respondent admitted his aforesaid disclosure of E.G.'s information violated Rule 1.6 (a) and (b)(1) & (2) and Rule 1.9 (c)(1) of the Rules of Professional Conduct.

20. **Client L.C.** On May 22, 2019, L.C. retained Respondent to represent L.C. in a federal investigation regarding alleged drug distribution. L.C. signed a fee agreement providing for a flat fee of $18,000.00.

21. On June 5, 2019, L.C. terminated Respondent's representation and subsequently requested a chargeback of $10,000.00.

22. By letter from Merchant Services dated September 20, 2019, Respondent received notice of L.C.'s chargeback request.

23. In response to L.C.'s request for chargeback, Respondent directed his then associate Tyler Roth ("Roth") to prepare a letter to Merchant Services contesting the chargeback. After reviewing a template maintained by Respondent's office, Roth told Respondent that he was

uncomfortable with the process of writing the letter because it was an ethical violation. Respondent told Roth that when clients issue chargebacks, they waive confidentiality so its permissible. Roth drafted the letter ("L.C. Letter") to Merchant Services, which was signed by Respondent and dated September 20, 2019.

24. The L.C. Letter stated in pertinent part that L.C. was "under investigation by the United States Attorney's Office for illegally distributing prescription medications," that L.C. "is committing credit card fraud by lying to you about our relationship and the services rendered," "Given the circumstances surrounding this client and his illegal distribution of prescription medications," "Given that our client had been illegally distributing narcotics;" "it is unfair for the cardholder to commit credit card fraud and receive a retrieval;" L.C. "lied to you and committed credit card fraud;" and "This retrieval is his attempt to run from the crimes he committed." Just as he did with the E.G. Letter, Respondent included with the L.C. Letter a detailed biographical work-up of L.C., the discovery received from the United States Attorney's Office together with a detailed memorandum of this discovery, and a detailed memorandum prepared following meeting with L.C., which set forth details of the alleged offense against L.C., including pharmacy patient information.

25. Respondent did not request Merchant Services maintain the information provided with the L.C. Letter as private or confidential nor did Respondent indicate the same on the L.C. Letter or on the documents provided.

26. The information Respondent provided to Merchant Services with the L.C. Letter was protected by the attorney-client privilege, gained during his professional relationship with L.C., and likely embarrassing to L.C, and potentially incriminating to L.C.

27. Respondent acknowledged his disclosure of information regarding L.C. to Merchant Services exceeded what was reasonably necessary to defend against the chargeback controversy.

28. Respondent admitted his aforesaid disclosure of L.C.'s information violated Rule 1.6 (a) and (b)(1) & (2) and Rule 1.9 (c)(1) of the Rules of Professional Conduct.

29. **Client P.L.** The mother of former client P.L. retained Respondent to represent L.C. on federal charges of drug distribution. Upon terminating Respondent's services, P.L.'s mother requested a chargeback in the amount of $10,000.00.

30. In response to the request for a chargeback, Respondent sent a letter to Merchant Services dated January 22, 2019 ("P.L. Letter"). In the P.L. Letter, Respondent provided a detailed description of the work performed by Respondent and his firm and stated, P.L. is charged with a very serious drug conspiracy case. He lied to the court through Pretrial Services which made it very difficult to have him released from jail. The only reason he was released from jail was because of my work as his attorney. We had to explain to the judge his lies to Pretrial Services."

31. Respondent included with the P.L. Letter the Criminal Complaint and Affidavit filed against P.L. and a detailed email between Respondent's former associate David Lloyd and P.L. This email detailed the current charges against P.L. and P.L.'s involvement and drug use, provided specific information relating P.L.'s interactions with undercover police and agents, meeting places and quantity of drugs to be purchased.

32. Respondent did not request Merchant Services maintain the information provided with the P.L. Letter as private or confidential nor did he indicate the same on the P.L. Letter or on the documents provided.

33. The information Respondent provided to Merchant Services with the P.L. Letter was protected by the attorney-client privilege, gained during his professional relationship with P.L., and likely embarrassing and dangerous to P.L, as well as incriminating to P.L.

34. Respondent acknowledged his disclosure of information regarding P.L. to Merchant Services exceeded what was reasonably necessary to defend against the chargeback controversy.

35. Respondent admitted his aforesaid disclosure of P.L.'s information violated Rule 1.6 (a) and (b)(1) & (2) and Rule 1.9 (c)(1) of the Rules of Professional Conduct.

36. **Client H.E.** In response to a chargeback request by former client, H.E., Respondent sent two letters to Merchant Services dated May 9, 2018, and October 21, 2018 (collectively "H.E. Letters"). In the H.E. Letters, Respondent stated, "the credit card holder has committed credit card fraud by lying to you about our relationship" and provided multiple pages of H.E.'s file and pleadings filed in the Juvenile and Domestic Relations District Court of Arlington County including the Petition for Protective Order – Family Abuse and a detailed Petition and Affidavit setting forth the allegations against H.E. and the Preliminary Protective Order – Family abuse issued against H.E.

37. The information Respondent provided to Merchant Services with the H.E. Letters was protected by the attorney-client privilege and gained during his professional relationship with H.E.

38. Respondent acknowledged his disclosure of information regarding H.E. to Merchant Services exceeded what was reasonably necessary to defend against the chargeback controversy.

39. Respondent admitted his aforesaid disclosure of H.E.'s information violated Rule 1.6 (a) and (b)(1) & (2) and Rule 1.9 (c)(1) of the Rules of Profession Conduct.

40. **Client M.K.** In response to a chargeback request by former client M.K, Respondent sent a letter to Merchant Services dated September 6, 2019 (M.K. Letter). In the M.K. Letter Respondent stated, "the cardholder lied to you and committed credit card fraud." Respondent attached to the M.K. Letter detailed notes from the firm's interview with M.K. which included statements made by M.K. and information regarding victims and witnesses.

41. The information Respondent provided to Merchant Services with the M.K. Letter was protected by the attorney-client privilege and gained during his professional relationship with M.K.

42. Respondent acknowledged his disclosure of information regarding M.K. to Merchant Services exceeded what was reasonably necessary to defend against the chargeback controversy.

43. Respondent admitted his aforesaid disclosure of M.K.'s information violated Rule 1.6 (a) and (b)(1) & (2) and Rule 1.9 (c)(1) of the Rules of Profession Conduct.

44. **Client R.K.** In response to a chargeback request by former client R.K., Respondent sent a letter to Merchant Services dated September 6, 2019 (R.K. Letter). In the R.K. Letter Respondent stated, "the cardholder lied to you and committed credit card fraud." Respondent attached to the R.K. Letter detailed notes from the firm's interview with R.K. which included statements made by R.K. to the police, and witness and victim information.

45. The information Respondent provided to Merchant Services with the R.K. Letter was protected by the attorney-client privilege and gained during his professional relationship with R.K.

46. Respondent acknowledged his disclosure of information regarding R.K. to Merchant Services exceeded what was reasonably necessary to defend against the chargeback controversy.

47. Respondent admitted his aforesaid disclosure of R.K.'s information violated Rule 1.6 (a) and (b)(1) & (2) and Rule 1.9 (c)(1) of the Rules of Profession Conduct.

II. NATURE OF MISCONDUCT BOARD RULING

Respondent stipulated that the aforesaid facts constituted misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.6 Confidentiality of Information

(a) A lawyer shall not reveal information protected by the attorney-client privilege under applicable law or other information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client unless the client consents after consultation, except for disclosures that are impliedly authorized in order to carry out the representation, and except as stated in paragraphs (b) and (c).

(b) To the extent a lawyer reasonably believes necessary, the lawyer may reveal:

(1) Such information to comply with law or a court order;
(2) Such information to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client;

Rule 1.9 Conflict of Interest: Former Client

(c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter;
(1) Use information relating to or gained in the course of the representation to the disadvantage of the former client except as Rule 1.6 or Rule 3.3 would permit or require with respect to a client, or when the information has become generally known; or

III. BOARD RULING

After due deliberation in closed session, the Board reconvened in open session to announce its ruling. By unanimous vote and based on the aforesaid facts, the arguments of counsel, and the stipulation by Respondent of his violation of Rules 1.6(a) and (b)(1) & (2) and Rule 1.9(c)(1), the Board finds by clear and convincing evidence that Respondent's conduct constitutes misconduct in violation of Rules 1.6(a) and (b)(1) & (2) and Rule 1.9(c)(1). Specifically, by disclosing privileged and confidential information of former clients E.G., L.C., P.L., H.E., R.K, and M.K without said clients' consent and when the scope of the disclosure was not necessary to prove the services rendered in defense of the chargeback requests of said clients, Respondent violated Rule 1.6(a) and (b)(1) & (2) and Rule 1.9(c)(1). By unanimous vote and based on the aforesaid facts, the arguments of counsel, and the charges brought by the VSB, the Board did not find by clear and convincing evidence that Respondent violated Rule 8.4(a), 8.4(b), or 8.4(c).

IV. SANCTIONS

In the sanction phase of the hearing, the Board heard argument and received evidence as to the appropriate sanction to be imposed based upon the findings of Rule violations recited above and any aggravating and mitigating factors. The Board heard the witness testimony of Complainant E.G., client P.L., and Respondent, Patrick Nicholas Anderson. VSB introduced without objection Exhibit 16, a certification of Respondent's disciplinary record in Virginia, which reflected no prior discipline, and Respondent's Exhibits 18 through 20. These Exhibits were admitted into evidence by the Chair. The witness testimony, including that of Respondent's character which was admitted in the misconduct phase, and exhibits presented established the following facts:

1. Complainant E.G. testified that the actions of Respondent have caused him to be mistrustful of attorneys, he is no longer comfortable sharing information with attorneys, and Respondent's actions placed him in a compromising position.

2. Former client P.L. testified that he feared for both his life and his mother's life after Respondent disclosed his personal and confidential information to Merchant Services and that Respondent's actions have affected his view of the legal system and caused him to be skeptical of attorneys.

3. After receiving notice of the complaint filed against him by E.G., Respondent worked with his legal counsel to develop an office policy regarding chargeback requests. Specifically, Respondent implemented a chargeback policy that designates the limited information that will be disclosed by his firm in the event of a chargeback request. Respondent now includes a provision in his fee agreement that specifically identifies what information will be disclosed in the event his client requests a chargeback. Respondent introduced into evidence copies of his new office policy and his new fee agreement. Respondent also introduced into

evidence documentation reflecting his implementation of the new office policy for chargeback notices he has received after his knowledge of the pending Complaint.

4. Respondent's motive for the statements made about his former clients in the letters to Merchant Services and his disclosure of former clients' confidential and privileged information was based on his own selfish motive and without regard for his clients' interests and the Board considered this an aggravating factor.

5. Respondent's use of a template and the procedure he implemented in response to chargeback requests from clients evidences a pattern of misconduct and the Board considered this an aggravating factor.

6. The letters and information Respondent sent to Merchant Services about multiple clients evidences multiple violations of Rule 1.6 (a) and (b) (1) & (2) and Rule 1.9 (c)(1) and the Board considered this an aggravating factor.

7. The Board considered as aggravating Respondent's lengthy legal career and his substantial experience as a practicing attorney.

8. The Board considered as aggravating Respondent's failure to heed warning of his associates that the conduct was perceived by them to be unethical.

9. The Board considered as a mitigating factor Respondent's absence of a disciplinary record.

10. The Board considered as a mitigating factor Respondent's reputation for truthfulness, honesty, and integrity.

11. The Board considered as a mitigating factor Respondent's full and free disclosure to the Disciplinary Board and his cooperation with these proceedings.

V. DISPOSITION

The Board recessed to deliberate what sanction to impose upon its findings of misconduct by Respondent. After due deliberation and review of the exhibits, testimony, and argument of counsel, the Board reconvened in open session and announced that by unanimous vote it found that Respondent's license to practice law in the Commonwealth of Virginia should be suspended for a period of ninety (90) days effective immediately.

Counsel for Respondent requested the suspension be effective Monday, February 6, 2023, which request was not objected to by counsel for VSB.

Accordingly, it is hereby ORDERED that the license of Respondent, Patrick Nicholas Anderson, is hereby SUSPENDED for a period of ninety (90) days effective February 6, 2023.

It is further ORDERED that pursuant to the provisions of Part Six, § IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia, Respondent shall forthwith give notice by certified mail return receipt requested of the ninety (90) day suspension 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. Respondent shall also make appropriate arrangements for the disposition of matters in his care in conformity with the wishes of his clients. Respondent shall give such notice immediately and in no event later than 14 days of the effective date of the Suspension, and make such arrangements as are required herein as soon as practicable and in no event later than 45 days of the effective date of the Suspension. Respondent shall furnish proof to the Clerk 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 Respondent is not handling any matters on the effective date of Suspension, February 6, 2023, he shall submit an affidavit to that effect within 60 days of the effective date of the Suspension to the Clerk. All issues concerning adequacy of the notice and arrangements required by Paragraph 13-29 shall be determined by the Virginia State Bar Disciplinary Board. The burden shall be on Respondent to show compliance. If Respondent fails to show compliance, the Board may impose a sanction of Revocation or additional Suspension for failure to comply with the requirements of subparagraph 13-19.

It is further ORDERED that the Clerk of the Disciplinary System shall mail an attested copy of this Order to Respondent at his address of record with the Virginia State Bar by certified mail, return receipt requested, and by regular and electronic mail, and a copy by electronic mail to Paul D. Georgiadis, Esquire, and Prescott Prince, Esquire, co-counsel for Respondent and Laura Ann Booberg, Assistant Bar Counsel.

ENTERED this 31st day of March 2023.

VIRGINIA STATE BAR DISCIPLINARY BOARD

Kamala H. Lannetti

Kamala H. Lannetti, Chair