

VIRGINIA:

BEFORE THE SECOND DISTRICT SUBCOMMITTEE (SECTION I)
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
PAUL JOSEPH BOHNET

VSB Docket No. 20-021-118602

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On December 16, 2020, a meeting was held in this matter before a duly convened Second District, Section I Subcommittee consisting of Constance J. Vandervelde, Chair, Karen M. Crowley, Member, and Julie L. McGuire, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand with Terms pursuant to Part 6, § IV, ¶ 13-15.B.4. of the Rules of the Supreme Court of Virginia. The agreed disposition was subsequently entered into by the Virginia State Bar, by M. Brent Saunders, Senior Assistant Bar Counsel, and Paul Joseph Bohnet (“Respondent”), pro se.

WHEREFORE, the Second District Subcommittee (Section I) of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. At all times relevant hereto, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia.
2. The complainant, Debra Almeter (“Ms. Almeter”), hired Respondent in February 2019 to represent her in a dispute regarding the split of proceeds from the sale of real estate she had jointly owned with her ex-husband Robert Almeter (“Mr. Almeter”).
3. The Almeters were divorced pursuant to a final divorce decree entered by the Norfolk Circuit Court on August 12, 2013 (CL13000758-00). The final divorce decree ratified, affirmed and incorporated a property settlement agreement entered into between the parties. The settlement agreement contains specific terms regarding the sale of a rental property located in Norfolk by Ms. Almeter. It also includes provisions: i) allowing for the recovery of attorneys’ fees in the event a party is required to retain an attorney to enforce any of the terms of the settlement agreement; and ii) requiring the parties to mediate disputes prior to seeking relief from a court.

4. In 2018, the rental property sold. After the closing in December 2018, a dispute developed between the Almeters regarding the amount of monies owed to Mr. Almeter.

5. In January 2019, Mr. Almeter, through his counsel, Robert L. Foley ("Mr. Foley"), filed in the Norfolk Circuit Court motions to reopen the divorce case and for a show cause order to be issued against Ms. Almeter based on her alleged failure to comply with the terms of the settlement agreement incorporated into the final divorce decree pertaining to the sale of the rental property, specifically, her obligations to sell it at a reasonable price (defined as no less than tax assessed value) and to pay Mr. Almeter 35% of the realized equity. Mr. Almeter requested that Ms. Almeter be ordered to show cause why she should not be held in contempt for violating the terms of the final divorce decree, and that he be awarded a monetary judgment and his attorneys' fees.

6. In February 2019, the divorce case was reopened and a show cause order was issued against Ms. Almeter (CL13000758-02).

7. By order entered on March 28, 2019, the show cause proceeding was stayed to allow for the dispute to be mediated. That order memorializes that the Court advised Ms. Almeter during a hearing at which she was represented by Respondent that she "could be liable for even more att[orne]y's fees" pursuant to the terms of the settlement agreement allowing the prevailing party to recover their attorney's fees. Multiple mediation sessions were scheduled but never took place because the mediator/settlement judge did not appear. On August 29, 2019, another order was entered requiring the parties to schedule a mediation and again advising Ms. Almeter that "her potential liability for paying Plaintiff's attorney's fees will continue to accumulate." Mediation was never conducted.

8. In late October 2019, Mr. Foley propounded discovery in the form of interrogatories and requests for admissions. Respondent did not seek to stay discovery nor file any objections or responses on behalf of Ms. Almeter. In early December 2019, Mr. Foley filed a motion to compel discovery responses. He attempted to obtain an agreeable hearing date from Respondent, but was unsuccessful, and so on December 16, 2019, issued a Notice of Hearing scheduling the motion to compel on January 2, 2020, which he sent to Respondent on the same date by email and fax. By email dated December 20, 2019, Respondent provided informal, incomplete, improperly formatted, and unsigned answers to some of the interrogatories, which prompted Mr. Foley to file a supplement to his motion to compel. Respondent did not inform Ms. Almeter of the January 2, 2020 hearing date and did not appear at the hearing or file a continuance request or otherwise notify the Court that he would not be appearing. The court proceeded, and in the absence of Respondent and Ms. Almeter, *inter alia*, deemed the requests for admissions admitted. The requests deemed admitted covered a multitude of matters significant to and even dispositive of the dispute, including the amount of money Ms. Almeter owed Mr. Almeter, which Mr. Foley subsequently utilized to successfully secure a summary judgment against Ms. Almeter on behalf of Mr. Almeter in the amount deemed admitted, \$8,921.84.

9. By Order entered on March 23, 2020, the Court awarded Mr. Almeter \$10,295.00 for attorney's fees he incurred following the March 28, 2019 hearing. In making that award, the

Court found, *inter alia*, that Ms. Almeter had never offered any reason for not disbursing to Mr. Almeter his share of the proceeds from the sale of the rental property and had been put on notice on March 28, 2019 that continued litigation of the dispute would subject her to liability for paying Mr. Almeter's attorney's fees¹.

10. A copy of this complaint was sent to Respondent at his last address of record with the bar by cover letter dated April 20, 2020, demanding that he file a written answer to the complaint within 21 days. Respondent did not file a written answer within 21 days as demanded nor at any time thereafter.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.3 Diligence

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

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.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

(e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6;

¹ During the course of the dispute, Mr. Foley asked Respondent to explain Ms. Almeter's positions and the basis for her refusal to disburse Mr. Almeter's share of the proceeds and Respondent never did so beyond insisting the dispute was required to be submitted to mediation prior to seeking relief from the Court.

III. PUBLIC REPRIMAND WITH TERMS

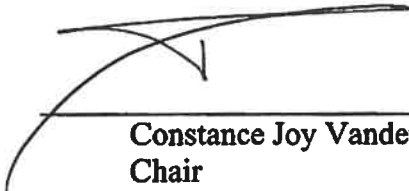
Accordingly, having approved the agreed disposition, it is the decision of the Subcommittee to impose a Public Reprimand with Terms. The terms are as follows:

On or before February 1, 2021, Respondent shall pay to Ms. Almeter the sum of \$4,289.08, as and for reimbursement of ½ of the \$10,295.00 attorney's fees awarded to Mr. Almeter later reduced to \$8,578.16 by agreement.

If the terms are not met by the time specified, pursuant to Part 6, § IV, ¶ 13-15.F of the Rules of the Supreme Court of Virginia, the District Committee shall hold a hearing and Respondent shall be required to show cause why a Certification for Sanction Determination should not be issued. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed.

Pursuant to Part 6, § IV, ¶ 13-9.E. of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

SECOND DISTRICT SUBCOMMITTEE (SECTION I)
OF THE VIRGINIA STATE BAR



Constance Joy Vandervelde
Chair

CERTIFICATE OF MAILING

I certify that on the 12th day of January, 2021, a true and complete copy of the Subcommittee Determination (Public Reprimand With Terms) was sent by certified mail to Paul Joseph Bohnet, Respondent, at The Law Office of Paul Joseph Bohnet, Suite 100, 509 Norman Lane, Virginia Beach, VA 23452-5741, Respondent's last address of record with the Virginia State Bar.



M. Brent Saunders
Senior Assistant Bar Counsel

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VSB Docket No. 20-021-118602

AGREED DISPOSITION
PUBLIC REPRIMAND WITH TERMS

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar, by M. Brent Saunders, Senior Assistant Bar Counsel, and Paul Joseph Bohnet ("Respondent"), pro se, hereby enter into the following agreed disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. At all times relevant hereto, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia.
2. The complainant, Debra Almeter ("Ms. Almeter"), hired Respondent in February 2019 to represent her in a dispute regarding the split of proceeds from the sale of real estate she had jointly owned with her ex-husband Robert Almeter ("Mr. Almeter").
3. The Almeters were divorced pursuant to a final divorce decree entered by the Norfolk Circuit Court on August 12, 2013 (CL13000758-00). The final divorce decree ratified, affirmed and incorporated a property settlement agreement entered into between the parties. The settlement agreement contains specific terms regarding the sale of a rental property located in Norfolk by Ms. Almeter. It also includes provisions: i) allowing for the recovery of attorneys' fees in the event a party is required to retain an attorney to enforce any of the terms of the settlement agreement; and ii) requiring the parties to mediate disputes prior to seeking relief from a court.
4. In 2018, the rental property sold. After the closing in December 2018, a dispute developed between the Almeters regarding the amount of monies owed to Mr. Almeter.
5. In January 2019, Mr. Almeter, through his counsel, Robert L. Foley ("Mr. Foley"), filed in the Norfolk Circuit Court motions to reopen the divorce case and for a show cause order to be issued against Ms. Almeter based on her alleged failure to comply with the terms of the settlement agreement incorporated into the final divorce decree pertaining to the sale of the rental

property, specifically, her obligations to sell it at a reasonable price (defined as no less than tax assessed value) and to pay Mr. Almeter 35% of the realized equity. Mr. Almeter requested that Ms. Almeter be ordered to show cause why she should not be held in contempt for violating the terms of the final divorce decree, and that he be awarded a monetary judgment and his attorneys' fees.

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9. By Order entered on March 23, 2020, the Court awarded Mr. Almeter \$10,295.00 for attorney's fees he incurred following the March 28, 2019 hearing. In making that award, the Court found, *inter alia*, that Ms. Almeter had never offered any reason for not disbursing to Mr. Almeter his share of the proceeds from the sale of the rental property and had been put on notice on March 28, 2019 that continued litigation of the dispute would subject her to liability for paying Mr. Almeter's attorney's fees¹.

¹ During the course of the dispute, Mr. Foley asked Respondent to explain Ms. Almeter's positions and the basis for her refusal to disburse Mr. Almeter's share of the proceeds and Respondent never did so beyond insisting the dispute was required to be submitted to mediation prior to seeking relief from the Court.

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A lawyer shall not:

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RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6;

III. PROPOSED DISPOSITION

Accordingly, Senior Assistant Bar Counsel and Respondent tender to a subcommittee of the Second District Committee for its approval the agreed disposition of a Public Reprimand with Terms. The terms are as follows:

On or before February 1, 2021, Respondent shall pay to Ms. Almeter the sum of \$4,289.08, as and for reimbursement of ½ of the \$10,295.00 attorney's fees awarded to Mr. Almeter later reduced to \$8,578.16 by agreement.

If the term is not met, Respondent agrees that the District Committee shall issue a Certification for Sanction Determination pursuant to Part 6, § IV, ¶ 13-15.G of the Rules of the Supreme Court of Virginia. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

THE VIRGINIA STATE BAR



M. Brent Saunders
Senior Assistant Bar Counsel



Paul Joseph Bolinet
Respondent