

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTERS OF
JAMES ANTHONY BULLARD, JR.**

**VSB DOCKET NO. 25-031-135853
VSB DOCKET NO. 26-031-136594**

**AGREED DISPOSITION MEMORANDUM ORDER
SIX-MONTH SUSPENSION**

On February 23, 2026, these matters were heard, telephonically, by the Virginia State Bar Disciplinary Board (the “Board”) upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by Part Six, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Adam M. Carroll, Second Vice Chair (the “Chair”); Yvonne S. Gibney; Colleen M. Haddow; Joseph D. Platania; and Reba H. Davis, Lay Member. The Virginia State Bar was represented by Renu M. Brennan, Bar Counsel. James Anthony Bullard, Jr. (the “Respondent”) was present and was represented by counsel, Craig S. Cooley. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing these matters to which each member responded in the negative. Jennifer Thomas, court reporter, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

WHEREFORE, upon consideration of the Agreed Disposition, the Certification, Respondent’s Disciplinary Record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Board accepts the Agreed Disposition and the Respondent shall receive a Six-Month Suspension, as set forth in the Agreed Disposition, which is attached and

incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective February 23, 2026.

It is further **ORDERED** that the Respondent must comply with the requirements of Part Six, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. The Respondent must forthwith give notice by certified mail of the 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. The Respondent must also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of his clients. The Respondent must give such notice immediately and in no event later than fourteen (14) days of the effective date of the Suspension, and make such arrangements as are required herein as soon as is practicable and in no event later than forty-five (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 sixty (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 the Suspension, he shall submit an affidavit to that effect within sixty (60) days of the effective date of the Suspension to the Clerk of the Disciplinary System at the Virginia State Bar. 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, the Board may impose a sanction of Revocation or additional Suspension for failure to comply with the requirements of subparagraph 13-29.

It is further **ORDERED** that pursuant to Part Six, Section IV, Paragraph 13-9.E, of the

Rules of the Supreme Court of Virginia, 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 Virginia State Bar address of record, at 2916 Chamberlayne Avenue, Richmond, VA 23222, and a copy by electronic mail to Craig S. Cooley, Respondent's Counsel, and a copy by electronic mail to Renu M. Brennan, Bar Counsel.

ENTERED THIS 23rd DAY OF FEBRUARY, 2026
VIRGINIA STATE BAR DISCIPLINARY BOARD


Adam M. Carroll
Second Vice Chair

VIRGINIA:

**BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR**

**IN THE MATTERS OF
JAMES ANTHONY BULLARD, JR.**

**VSB Docket No. 25-031-135853
VSB Docket No. 26-031-136594**

**AGREED DISPOSITION
SIX-MONTH SUSPENSION**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar, by Renu M. Brennan, Bar Counsel, James Anthony Bullard, Jr., Respondent, and Craig S. Cooley, Respondent's counsel, hereby enter into the following Agreed Disposition for a Six-Month Suspension arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. At all relevant times, Respondent was licensed to practice law in the Commonwealth of Virginia.

VSB Docket No. 25-031-135853/The Honorable William Edward Tomko, III

2. In March 2023, Robert Atkins retained Respondent to represent him on a charge of felony hit and run (Va. Code § 46.2-894) and a "possible" misdemeanor obstruction charge.
3. On March 29, 2023, Respondent noted his appearance as Atkins' counsel in Hopewell General District Court.
4. Respondent told the VSB investigator that he believed, but did not have records to confirm, that he charged Atkins a fixed fee of \$5,000¹ to represent Atkins through a bench or jury trial in circuit court. Respondent and Atkins did not enter into a written representation agreement. Respondent and Atkins did not agree on any benchmarks or points at which Respondent could disburse portion(s) of the \$5,000 before the representation was complete.
5. Respondent accompanied Atkins to the Hopewell Police Department ("HPD") and advocated on Atkins' behalf to assist in his release on bail. Atkins was released on bail.

¹ In a letter dated March 18, 2025 to Atkins, Respondent acknowledged that Atkins had paid him \$5,000.

6. Respondent believed that Atkins paid Respondent an initial cash payment on the day that Respondent accompanied Atkins to the HPD. Respondent believed, but was not sure, that Atkins paid him ½ of the flat fee on this date. Respondent thought he may have given Atkins a receipt for this payment.
7. Respondent stated that Atkins' remaining payments were in cash. Respondent did not know whether he gave Atkins receipts for any of the remaining payments.
8. Respondent did not maintain a client ledger or any receipts or disbursement journals² which would document the fees that Atkins paid him or how Respondent handled such fees. Respondent did not provide Atkins with an accounting of his time spent on the Hopewell case.
9. At the time of his representation of Atkins, Respondent did not maintain an IOLTA. He maintained a business checking account which he stated that he treated like a trust account.
10. Respondent disbursed Atkins' fixed fee, which was unearned, to himself prior to completion of the representation. Respondent told the VSB investigator that "[a]ny money that I received...from [Atkins] as related to the Hopewell case... would have been earned."
11. The charges against Atkins were certified to the Hopewell Circuit Court. A one-day jury trial in *Commonwealth v. Robert D. Atkins*, Case No. CR23-163 (the Atkins Case) was set for March 12, 2024.
12. On March 7, 2024, Respondent filed, and the Court granted, a motion to continue the trial.
13. On March 18, 2024, upon agreement of Respondent and the Assistant Commonwealth's Attorney ("ACA") handling the case, trial was rescheduled to July 16, 2024.
14. On April 9, 2024, Respondent appeared at the Hopewell Term Day and advised that he could not appear at the trial on July 16, 2024. On the agreement of counsel, trial was set for October 4, 2024.
15. On October 3, 2024, Respondent's paralegal advised the Court that Atkins had been treated by medical professionals and that, on October 4, 2024, Respondent would seek a continuance. Respondent subsequently presented Atkins' COVID diagnosis. The Court continued the trial.

² Respondent told the VSB investigator that he kept a tally of fees received, and roughly what was owed, and Respondent believed that the tally may have included the pertinent dates. Respondent did not produce the tally in response to the subpoena *duces tecum* and was unable to access the tally at the time of the interview because he is out of the country.

16. On October 3, 2024, the ACA filed a motion to revoke Atkins' bond because of federal indictments against Atkins. The federal indictments related to charges pending in Prince George County. Respondent had represented Atkins on the charges in Prince George.
17. On October 7, 2024, Atkins was placed in federal custody.
18. By order entered December 10, 2024, on agreement of the parties, the jury trial was set for March 6, 2025.
19. By email dated February 13, 2025, to the court administrator, Respondent, and others, the ACA attached a petition for writ of habeas corpus *ad prosequendum* requesting that Atkins be released from federal custody for the trial set for March 6, 2025. The ACA requested that the matter be docketed for hearing.
20. On February 26, 2025, Respondent and the ACA appeared at the scheduled hearing on the petition for writ of habeas corpus *ad prosequendum*. Respondent waived Atkins' presence. Respondent moved to continue the jury trial because he had to leave the country to attend to family matters. By order entered March 10, 2025, the Court granted Respondent's motion to continue the trial and set a hearing on April 8, 2025 to set the matter for trial. Respondent stated that at this hearing Respondent informed the Court that he would still be out of the country on April 8, 2025 and "[t]he court asked that Respondent take steps to file a motion to withdraw and coordinate if and when new counsel got involved in the case."
21. Atkins did not know that Respondent had left the country or that he would not appear on March 6, 2025.
22. By letter dated March 18, 2025 from Respondent to Atkins, Respondent acknowledged that he understood that Atkins wished to retain new counsel in the Hopewell case and stated, "I can file a motion to withdraw and allow you to hire an attorney. It is also my understanding that you are requesting that I return the fee so that you retain a new attorney." Respondent argued that he had earned the entire fixed fee paid for representation through trial in the circuit court even though he had not yet represented Atkins at trial. Respondent stated, "I have earned the fee in full and will not offer a refund on that case."
23. By email dated March 26, 2025, the ACA advised Respondent that he had the case set on April term to be reset for a jury trial and asked Respondent, "Are you going to continue representing Mr. Atkins and do we need to reset this for jury or will another motion be coming? I am just trying to figure the best way to proceed."
24. By email dated March 26, 2025, Respondent asked ACA whether there were any trial dates in June. He stated he was trying to determine how Atkins wished to

proceed and that he would let the ACA know by the beginning of the following week and further that “if I am getting out then we will file the motion to withdraw soon.”

25. Respondent did not take any steps to heed the Court’s instruction on February 25, 2025, to file a motion to withdraw and coordinate with new counsel in advance of the April 8 hearing.
26. Instead, on April 8, 2025, on the date of the hearing to set trial, Respondent filed a motion to withdraw as counsel, drafted by his paralegal and reviewed by him, stating that he would not appear at the hearing set that day as he was in Senegal and requesting to withdraw as Atkins’ counsel because Respondent was leaving the practice of law.
27. Respondent did not serve Atkins with the motion to withdraw, nor did he state in the motion whether he had notified Atkins of the motion or his intent to withdraw as counsel. Respondent stated that if the Court required his presence, he intended to return to the United States in June.
28. When asked by the VSB investigator why it took Respondent from February 26, 2025 to April 8, 2025, to file the motion to withdraw, Respondent responded that he had hoped he could finalize Atkins’ case but concluded that he could not represent Atkins to conclusion.
29. By order entered April 8, 2025, with a notation that Respondent “did not appear. Numerous emails sent to arrange and coordinate date,” the Court continued the hearing on Respondent’s motion to withdraw to June 10, 2025. The Court approved Respondent’s telephonic appearance.
30. On April 18, 2025, Respondent refunded Atkins \$4,000³ from the account that he stated he used like a trust account.
31. By email dated June 6, 2025, the ACA advised the Clerk of the Hopewell Circuit Court, the court administrator, Respondent, and others that the federal authorities would not release Atkins to attend the hearing on the motion to withdraw set for June 10, 2025. The ACA attached an order for Respondent’s endorsement and sought to continue the hearing to August 12, 2025.
32. Respondent did not respond to the email, sign the order, or appear at the hearing on June 10, 2025. Respondent did not communicate any reason for his absence to the Court or ACA.

³ This refund was for the Atkins case pending in Hopewell and for another case. Atkins had paid Respondent a total of \$9,000 for both cases and Respondent repaid \$4,000 for both cases.

33. By order entered June 10, 2025, the Court continued the hearing on the motion to withdraw to August 12, 2025.
34. On June 10, 2025, Judge Tomko submitted a bar complaint based on Respondent's abandonment of Atkins as reflected by his failures to appear in court on Atkins' behalf for months.
35. In his July 1, 2025, response to the bar complaint, Respondent stated in part:
 9. The federal charges have made resolving the Hopewell case more difficult. Respondent communicated with the prosecutor and the courts staff when they inquired about the 6/10/25 court date that he was unavailable to be there in person. When asked about the ability to appear telephonically, Respondent said that he was available and would be prepared to address the motion to withdraw.
 10. The court did not want to take up that issue without the defendant being present. The prosecutor's office had to issue a writ of habeas corpus ad prosequendum in order to get a defendant from federal custody. The facility holding Mr. Atkins decided, arbitrarily, that they would not release him for the June 10, 2025 court date. That date was removed from the docket by court staff and no new date has since been set.
36. By letter dated July 7, 2025, the VSB forwarded this response to Judge Tomko for response. Judge Tomko stated in part:

I write in response to your correspondence dated July 7, 2025, concerning the above-captioned matter. I am most concerned with paragraphs 9 and 10 of Mr. Bullard's response. Prior to the hearing on June 10, 2025, I reluctantly approved Mr. Bullard's telephonic appearance. By June 6, 2025, it was apparent that the federal authorities ("feds") would not be releasing Mr. Bullard's client to attend the hearing on June 10th. The Assistant Commonwealth's Attorney, Kurt Lockwood, emailed Mr. Bullard, my court administrator, the Clerk, and others on June 6th to advise of the circumstances with the feds and to continue the matter to August 12, 2025. Mr. Bullard neither signed the order attached to that email, nor did he bother appearing, telephonically or otherwise on June 10th. To my knowledge, Mr. Bullard has never responded to the email sent by Mr. Lockwood. Had Mr. Bullard made any effort, I would have continued the case. Instead, I have a defendant in federal prison, a defense attorney who now lives in a foreign country, and a case still pending on the docket after almost two years. During that period, Mr. Bullard's client has been arrested, tried, convicted, and sentenced by the feds. Despite having filed a motion to withdraw, Mr. Bullard remains counsel of record which, in my experience, includes appearing on behalf of one's client at court hearings. Without defense counsel present, the case was continued by order of the same date from June 10, 2025, to August 12, 2025, a fact of which Mr. Bullard remains unaware (see last sentence of paragraph 10 of Mr. Bullard's response). Since he does not know the new court date, I doubt seriously he has apprised his client or that he plans to appear.

37. Respondent did not appear telephonically or otherwise at the hearing on his motion to withdraw on August 12, 2025.
38. On August 12, 2025, the Court heard Respondent's motion to withdraw as counsel. Atkins appeared by video. The Court appointed new counsel for Atkins.

39. In his November 2025 interview with the VSB investigator, Respondent did not know the status of his motion to withdraw or any order allowing him to withdraw as Atkins' counsel.

II. NATURE OF MISCONDUCT

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

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.

By failing to tell Atkins, then in federal custody, that he was leaving the country and could not represent him at his trial on March 6, 2025, Respondent violated Rule 1.4(a) and (b).

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.

1.15 Safekeeping Property

- (b) Specific Duties. A lawyer shall:
 - (5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

By using as his own the \$5,000 fixed fee before the representation was complete and before the fees were earned because there was no written fee agreement with benchmarks, Respondent violated Rules 1.5(a) and 1.15(b)(5). See also LEOs 1606 and 1899.

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.

By failing to deposit the \$5,000 fixed fee paid by Atkins in an identifiable trust account, Respondent violated Rule 1.15(a)(1).

1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

- (3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;

By failing to maintain any records of the \$5,000 fixed fee paid by Atkins to him, Respondent violated Rule 1.15(b)(3).

1.16 Declining Or Terminating Representation

- (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.
- (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).

By effectively terminating his representation of Atkins in April 2025, before the Court had granted him leave to withdraw and when his motion did not reflect notice to Atkins;

By failing to respond to the opposing counsel's email on June 6, 2025, four days before the rescheduled hearing on June 10, 2025, in which the ACA advised that Atkins would not be

released from custody on June 10, 2025, and suggested an additional continuance to August 12, 2025;

By failing to appear at the June 10, 2025 continued hearing on the motion to withdraw; and

By failing to notify the Court, Clerk, or opposing counsel (ACA) that he would not appear, and by failing to appear at the continued hearing on August 12, 2025,

Respondent violated Rule 1.16(c) and (d).

VSB Docket No. 26-031-136594/John Argue

I. ALLEGATIONS OF FACT

1. In May 2024, John Argue hired Respondent to represent him on four charges then pending in Richmond General District Court: two charges for possession of controlled substance, one charge of possession with intent to distribute, and one charge of possession of a firearm with controlled substance.
2. Respondent and Argue did not have a written representation agreement. They told the VSB investigator that they agreed to a fixed fee for Respondent to represent Argue through trial in circuit court. Respondent stated that the fixed fee was either \$7,500 or \$8,000 and Argue stated the fixed fee was \$7,500.
3. Respondent told the VSB investigator that Argue made multiple payments toward the fixed fee and that he was “fairly certain” that Argue paid the fixed fee in full. Argue told the VSB investigator that he paid Respondent in full via credit card payments. Argue had receipts for two of his payments, one for \$3,750 paid on May 2, 2024 and one for \$750 paid on July 29, 2024.
4. Respondent did not deposit Argue’s payments in a trust account. Respondent considered the fees earned when paid.
5. The VSB issued a subpoena *duces tecum* for Respondent’s trust and operating account records regarding the fees paid by Argue. Respondent did not provide any such records. Respondent asserts he kept a “tally” of payments but was not able to produce it to the VSB.
6. On May 3, 2024, Respondent noted his appearance as Argue’s counsel.
7. In September 2024, three charges (one charge of possession of controlled substance, one charge of possession with intent to distribute, and one charge of possession of a firearm with controlled substance) against Argue were certified to Richmond Circuit Court.

8. By order entered October 15, 2024, the Court set a status hearing on November 12, 2024. Respondent and Argue appeared on November 12, 2024, and requested a continuance to negotiate a plea.
9. By order entered November 26, 2024, on Respondent's motion, the Court continued the cases for plea negotiations and set a status hearing or plea on January 13, 2025.
10. On January 13, 2025, Respondent and Argue appeared at the status hearing. Respondent moved to set a bench trial; the Court examined Argue on voir dire regarding a jury trial; and Argue waived a jury trial. By order entered January 29, 2025, the Court set a bench trial for March 10, 2025 at 9 a.m.
11. Argue states that, "a couple days" before the bench trial, Respondent advised Argue that he was stuck in Africa but still planned to represent him.
12. Argue appeared in Court on March 10, 2025, without Respondent. Respondent had submitted an agreed order to continue the matters to the April docket call. By order entered March 10, 2025, the Court endorsed Respondent's order, signed by the Assistant Commonwealth's Attorney (ACA) and continued the matters to the April 7, 2025 docket call. The Court also entered a Continuance Order on March 29, 2025, upon joint motion of counsel, which continued the matters against Argue to the April 2025 docket call.
13. By order entered May 12, 2025, upon review of communications from both the ACA and Respondent, the Court docketed the matter for bench trial on July 18, 2025 at 1 p.m. Argue understood that the Court docketed the matter for July 18 because Respondent would have returned from Africa by that date.
14. Per Argue, "like the very day before" the July 18, 2025, bench trial, Respondent contacted Argue to advise that he would no longer be able to represent Argue because he had to stay in Africa indefinitely. Respondent advised that he would retain another attorney for Argue and then the call abruptly disconnected. Respondent did not provide any further information including regarding the proposed attorney.
15. Respondent did not appear in Court on July 18, 2025. Argue appeared alone and was questioned about Respondent's whereabouts. Argue states that he advised the Court that Respondent had advised him that Respondent no longer represented him because Respondent did not know when he would return to the United States. On July 18, 2025, a motion to withdraw as counsel was filed by Respondent or on Respondent's behalf. Neither Argue nor the Court had received this motion at the time that Argue's case was called. The ACA proffered that Respondent was no longer practicing law. The Court noted that it was not in receipt of any filing or motion to withdraw. The Court continued the matter to August 22, 2025, for an attorney status hearing.

16. On August 19, 2025, Argue submitted a bar complaint that Respondent had called Argue and stated that he would be stuck in Africa indefinitely and that he no longer practices law and that “no word was spoken about what happens to the money I paid to retain him. Now I have to pay for a new lawyer with money I don’t have.”
17. On August 22, 2025, attorney Leonard McCall appeared as Argue’s counsel. This was the first time Argue met McCall.
18. Respondent paid McCall \$4,000 to represent Argue.
19. On November 14, 2025, Argue pled guilty to the three charges and was sentenced to ten years, all suspended. Argue is satisfied with McCall’s representation and was not billed any additional fees. Respondent told the bar investigator that he would pay any additional fees billed by McCall.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:⁴

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.

1.15 Safekeeping Property

- (b) Specific Duties. A lawyer shall:
 - (5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

⁴ Italicized language is explanatory and is not intended to limit the findings of the tribunal.

By using as his own the \$4,500 flat fee before the representation was complete and before the fees were earned because there was no written fee agreement with benchmarks, Respondent violated Rules 1.5(a) and 1.15(b)(5). See also LEOs 1606 and 1899.

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.

By failing to deposit the fees paid by Argue in an identifiable trust account, Respondent violated Rule 1.15(a)(1).

1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

- (3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;

By failing to maintain records of how Respondent handled the advanced legal fees paid by Argue to Respondent, Respondent violated Rule 1.15(b)(3).

1.16 Declining Or Terminating Representation

- (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.
- (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).

By his actions after March 10, 2025, specifically by failing to appear on July 18, 2025 with little notice to Argue and by stating only that he would hire counsel for him, and then not appearing or communicating with Argue thereafter, leaving Argue uninformed about the status of his case almost one month later, on August 19, 2025, which was three days before the continued hearing date, such that Argue had to file a bar complaint and wonder until August 22, 202, about the status of his representation, Respondent violated Rule 1.16(c) and (d).

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Disciplinary Board for its approval the agreed disposition of a Six-Month Suspension as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. Bar counsel and Respondent agree that the effective date for the sanction shall be the date of entry of the Disciplinary Board Order approving this Agreed Disposition.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9.E of the Rules.

THE VIRGINIA STATE BAR

renu brennan

By: _____
Renu M. Brennan
Bar Counsel

J. A. Bullard, Jr.

James Anthony Bullard, Jr.
Respondent

Craig Stover Cooley

Craig Stover Cooley
Respondent's Counsel