

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF NEWPORT NEWS

VIRGINIA STATE BAR EX REL.
FIRST DISTRICT COMMITTEE
VSB Docket Nos. 24-010-132448,
25-010-133166, 25-010-133269,
25-010-133769, 25-010-133962, and
25-010-134263

Complainant,

v.

Case No. CL2501566H-00

MACKENZIE GRACE COPE

Respondent.

AGREED DISPOSITION MEMORANDUM ORDER
THREE-YEAR SUSPENSION

This matter came to be heard on July 7, 2025, before a Circuit Court Three-Judge panel, upon the joint request of the parties for the Court to accept the Agreed Disposition endorsed by the parties and offered to the Court as provided by the Rules of the Supreme Court of Virginia.

The panel consisted of the Hon. Marcus Duncan Minton, Jr. of the Twelfth Judicial Circuit as Chief Judge Designate (“Chief Judge”), the Hon. Tania Michelle Lafontant Saylor of the Nineteenth Judicial Circuit as Judge, and the Hon. Matthew Parke Snow of the Twentieth Judicial Circuit as Judge (collectively, “the Court”). Mackenzie Grace Cope, Respondent, was present and was represented by counsel Mary T. Morgan. The Virginia State Bar appeared through its Assistant Bar Counsel Seth T. Shelley. The Chief Judge polled the members of the panel 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 the matter to which each judge responded in the negative. Court Reporter Beverly Horne of Chandler & Halasz, P. O. Box 9349, Richmond, VA

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 Answer, the certification that Respondent has no disciplinary record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Circuit Court accepts the Agreed Disposition, and the Respondent's license to practice law in the Commonwealth of Virginia is suspended for a period of Three (3) Years. The Agreed Disposition is attached to and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective on July 10, 2025.

It is further **ORDERED** that the Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. The Respondent shall forthwith give notice by certified mail of the Suspension of her license to practice law in the Commonwealth of Virginia to all clients for whom she 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 her care in conformity with the wishes of her clients. The 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 is practicable and in no event later than 45 days of the effective date of the Suspension. The Respondent shall also furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within 60 days of the effective date of the Suspension that such notices have been timely given and such arrangements have been made for the disposition of matters.

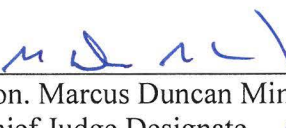
It is further **ORDERED** that if the Respondent is not handling any client matters on the

effective date of the Suspension, she shall submit an affidavit to that effect within 60 days of the effective date of the Suspension to the Clerk of the Disciplinary System at the Virginia State Bar. The Virginia State Bar Disciplinary 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. 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.

The Clerk of the Disciplinary System shall assess costs pursuant to Part 6, Section IV, Paragraph 13-9.E of the Rules of the Supreme Court of Virginia

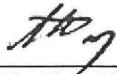
A copy teste of this Order shall be mailed to Mackenzie Grace Cope, Respondent, at her last address of record with the Virginia State Bar, The Cope Law Firm, P.L.C., 11836 Canon Blvd Ste 100, Newport News, Virginia 23606; with an attested copy to Seth T. Shelley, Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219-0026; to Mary T. Morgan, Respondent's Counsel, at Parker Pollard Wilton & Peaden, PC, 4646 Princess Anne Rd Ste 104, Virginia Beach, Virginia 23462; and to the Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219-0026.

ENTERED THIS 4TH DAY OF ~~JULY~~^{AUGUST}, 2025.



Hon. Marcus Duncan Minton, Jr.
Chief Judge Designate

SEEN AND AGREED TO:



Seth T. Shelley (#75413)
Assistant Bar Counsel
Virginia State Bar
1111 E. Main Street, Suite 700
Richmond, VA 23219-0026
(804) 775-0520
sshelley@vsb.org

SEEN AND Objected to for the reasons stated on the record as to the effective date of the Suspension:



Mary T. Morgan (#44955)
Counsel for Respondent
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Case No.CL2501566H-00

MACKENZIE GRACE COPE

Respondent.

AGREED DISPOSITION
(THREE-YEAR SUSPENSION)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-6.H and Va. Code § 54.1-3935, the Virginia State Bar, by Seth T. Shelley, Assistant Bar Counsel, and Mackenzie Grace Cope, Respondent, and Mary T. Morgan, counsel for Respondent, hereby enter into the following Agreed Disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. At all relevant times, Mackenzie Grace Cope (“Respondent”), has been an attorney licensed to practice law in the Commonwealth of Virginia. Respondent was licensed to practice law in the Commonwealth of Virginia in 2014.
2. Respondent was not represented by counsel until the disciplinary matter was certified and was unfamiliar with the process or what was expected of her during the investigation and interviews.
3. In VSB Docket Nos. 24-010-132448, 25-010-133166, 25-010-133269, 25-010-133962, Respondent provided partial responses to subpoenas *duces tecum*. Respondent did not provide trust account statements, but offered to provide them, by which time the Bar had already obtained the records from Towne Bank. Respondent also did not provide complete copies of receipts, disbursements journals, and client ledgers related to the four matters initially. Respondent provided accounting documents related to the four matters, including invoices, client ledgers for each matter, and documents from multiple accounting software services because

Respondent changed programs 3 times within 1 year based on staff transition. Respondent's documents do not clearly indicate the dates Respondent transferred funds from her trust account to her operating account or whether Respondent prematurely did so during the representation. There is no indication that Respondent improperly misappropriated any funds.

4. When interviewed by the Bar investigator on December 5, 2024, Respondent asserted that all client payments in cases discussed in VSB Docket Nos. 24-010-132448, 25-010-133166, and 25-010-133269 were deposited into her trust account. Respondent, however, did not recall off the top of her head the specific amounts of fees paid by her clients in these cases. Respondent explained that her inability to recall or provide client payment amounts was partially due to turnover in personnel at her firm and the transition between systems, and not having each client's information in front of her during the interview. Respondent stated that her firm previously used Quickbooks and LEAP but was still in the process of transitioning to CLIO at the time she was interviewed.¹ Respondent stated that she meets with her accountant to conduct the required reconciliations. Respondent acknowledged that it is her responsibility to comply with RPC 1.15.
5. When interviewed by the Bar investigator on January 30, 2025, Respondent asserted that all client payments in VSB Docket No. 25-010-133962 were deposited into her trust account. Respondent provided a note to the Bar investigator which she asserted included the amount her client paid the firm and the amount that remained in trust.
6. Respondent did not properly maintain receipts, disbursements journals and client ledgers related to the client matters in VSB Docket Nos. 24-010-132448, 25-010-133166, 25-010-133269, and 25-010-133962.

VSB Docket No. 24-010-132448 (Complainant Cecilia M. Garcia)

7. In early 2022, Cecilia M. Garcia ("Garcia") purchased a home in Hampton, Virginia. The seller failed to make agreed upon repairs, which led to an electrical fire in April 2022. Garcia estimated the repair costs at \$20,000.
8. In June 2022, Garcia retained Johnny Cope ("Mr. Cope") of the Cope Law Firm to represent her in efforts to recover the costs of repair. In approximately June 2023, Mr. Cope retired unexpectedly. Garcia was sent a letter that explained her options moving forward. Respondent would testify that she met with Garcia in person on August 4, 2023, to discuss the retirement, but that Garcia did not indicate if she wanted Respondent to represent her. It was not until April 18, 2024 that Garcia called and asked about representation, and Respondent, Mr. Cope's daughter, began representing Garcia.

¹ LEAP and CLIO are practice management software designed specifically for attorneys. Each have applications which assist attorneys maintain financial records.

9. Garcia signed a fee agreement with Johnny Cope in June 2022. When interviewed on December 5, 2024, Respondent could not verify Garcia's payments. Respondent was unsure how much Garcia paid the firm but asserted that all payments were deposited into the firm's trust account. At the time of the investigation, Respondent's accountant determined that \$2,981.25 of Garcia's fee remains in trust.
10. As part of a subpoena *duces tecum* response, Respondent provided accounting documents to the Bar related to Garcia's matter, including multiple client ledgers and receipts for some, but not all, payments. Respondent did not provide disbursements journals related to the Garcia matter.
11. Garcia said she paid the firm over \$7,000 during the course of the representation. Garcia said she withdrew money from her 401(k) and a life insurance policy to pay the firm. Garcia said she did not receive a receipt from Respondent when she made a payment of \$4,000.
12. Garcia had difficulty communicating with Respondent about her matter. Garcia said she did not communicate with Respondent for a year after Mr. Cope retired in mid-2023. Respondent would testify that she believed that she did not represent Garcia during this time frame.
13. In early June 2024, Garcia texted Respondent. Garcia told Respondent she had been having difficulty reaching her, requested an update on her case, and provided updates on repairs to her home. Respondent and Garcia spoke after June 4, and sent a text message on June 6, 2024.
14. On June 26, 2024, Garcia filed a bar complaint against Respondent.
15. Garcia attempted to contact Respondent multiple times and make an appointment during the summer and early fall 2024. Garcia said Respondent's staff repeatedly told her Respondent was busy, in court, on another call, or with a client. Garcia met with Respondent once at her office in the summer of 2024 but could not recall the date. Garcia said Respondent told her she forgot about her case. Garcia also said Respondent apologized for the lack of communication. Respondent would testify that she did not tell Garcia that "she forgot about her case", but admits that she apologized, and that she met with Garcia on multiple occasions after she was hired.
16. Garcia said that Respondent told her she could not move forward unless Garcia withdrew her bar complaint. Garcia said, on another occasion, Respondent asserted that she could not complete work on Garcia's case until the bar complaint resolved. When interviewed, Respondent denied that she requested Garcia withdraw the bar complaint. Respondent admitted that she stopped working on Garcia's case after Garcia filed the bar complaint. Respondent said she viewed it as a conflict. Respondent also asserted that she did not believe she should work on the case if the client was not satisfied with her performance. After securing counsel, Respondent did in fact, withdraw from Garcia's representation upon advice of counsel.

17. On October 21, 2024, Garcia met with Respondent. Respondent promised to file a civil Complaint in Hampton. Garcia reported that she left messages with Respondent in November 2024 but did not receive a response.
18. Garcia said she asked Respondent for a refund, but Respondent told her “no, don’t worry, I’ll handle [your matter].” Respondent would testify that she told Garcia she would do whatever she wanted and was happy to give her a refund. When asked by the Bar investigator why she had not provided a refund and withdrawn from the case, Respondent said she would contact Garcia and discuss that. Respondent would testify that she believed that she could not withdraw, and that she spoke with Garcia, who said she wanted Respondent to continue the representation, if she could.
19. On January 22, 2025, Garcia reported that she had recently requested a refund from Respondent but had not received a response.
20. Respondent did not file a lawsuit in Hampton General District Court or Hampton Circuit Court on behalf of Garcia. When asked by the Bar Investigator why she did not file suit between September 2023 and June 2024, Respondent said there was no signed retainer with Garcia and that Garcia didn’t contact her until a month before she filed the bar complaint. Respondent added, “I had no idea she hired me” but acknowledged that she later discovered that Garcia made a payment in September 2023. Respondent would testify that she looked for the engagement letter, but did not locate it, and that she was not hired until April 2024.
21. The client file provided by Respondent contained a draft Complaint.
22. A refund of unearned fees in the amount of \$2,981.25 was sent to Garcia on April 14, 2025.

VSF Docket No. 25-010-133166 (Complainant Michael W. Bryant)

23. In April 2023, Michael W. Bryant (“Bryant”) retained Mr. Cope to represent him regarding a home construction dispute. When Mr. Cope retired in mid-2023, Respondent began handling Bryant’s matter. Bryant asserted that he paid the firm between \$7,000 and \$8,000.
24. When interviewed by a Bar investigator on December 5, 2024, Respondent was unable to confirm the amount paid by Bryant. Respondent would testify that she did not recall off the top of her head the specific amounts of fees paid by her clients in these cases and explained that her inability to recall or provide client payment amounts was partially due to turnover in personnel at her firm and the transition between systems, and not having each client’s information in front of her during the interview. Respondent was asked about the amount of unearned fees remaining in trust and Respondent said, “I don’t know if there are any unearned fees.” Respondent

- stated, “I’m not a financial person, I’m learning.” She added, “the accounting firm is working with me on that.”
25. In December 2023, Respondent was tasked with holding \$40,000 in escrow as part of a mediation agreement.
 26. Bryant stated issues with communication began in May 2024. Bryant said he called Respondent’s firm multiple times but could not get in touch with her. Bryant stated that he also visited Respondent’s office two or three times but was informed by staff that she was unavailable. Bryant said he had scheduled a meeting with Respondent on one occasion but that the office was closed when he arrived.
 27. On June 17, 2024, Bryant terminated Respondent’s services via email. Bryant and his wife retained H. Woodrow Crook, Esq. (“Crook”).
 28. Crook initially sent two letters to Respondent regarding the Bryants. In a letter dated June 24, 2024, Crook notified Respondent that he had been retained by the Bryants. Crook requested “their file, all documents that you have, any agreements and a statement for any charges owed.” Respondent did not respond to Crook or communicate with the Bryants. On July 25, 2024, Crook sent a second letter to Respondent. Crook noted that the Bryants had “attempted to obtain their file and escrow funds from you” without success. Crook requested that Respondent provide an update on “the transfer of this case” to his firm.
 29. On September 10, 2024, Bryant filed a bar complaint against Respondent.
 30. On September 11, 2024, Crook sent a letter to Respondent, acknowledging receipt of “copies of correspondence and agreement to do mediation between your firm and Wolcott Rivers Gates law firm,” who represented the defendants. Crook wrote that he did “not have the mediation agreement” or information regarding the “\$40,000 to be held in escrow.” Crook asked that Respondent promptly provide the information “in order to represent the Bryants.” Respondent would testify that she provided the Bryants a copy of their file on or about June 15, 2024, again in September 2024, and on November 9, 2024, she emailed a copy of the entire file to Crook.
 31. On October 17, 2024, Respondent provided the escrow funds to Crook. On October 28, 2024, Crook sent a letter to Respondent acknowledging receipt of the escrow fund check and requesting “all the information you have from this matter.” Crook reported that he obtained the mediation agreement dated December 18, 2023, from opposing counsel in November 2024 but that Respondent never provided a copy.
 32. During an interview with the Bar investigator, Respondent was asked about work completed after December 2023. Respondent acknowledged, “I didn’t do much.” Respondent stated that there needed to be a hearing to resolve the Bryants’ matter. When asked about her lack of communication after May 2024 and her failure to provide Bryant a copy of his file and the escrow funds after being terminated,

Respondent stated that her paralegal caused “chaos” at the firm and referred to staff issues as the reason she did not respond to Crook. Respondent would testify that her office staff was non-existent for a period of time and that there were so many moving parts at that time that she may have missed communications.

33. Crook asserted that nothing had been filed in the case and that he has not spoken to Respondent about the Bryants’ matter despite attempts to contact her since June 2024.

VSB Docket No. 25-010-133269 (Complainant Michael Hodgins)

34. Michael Hodgins (“Hodgins”) retained Respondent in late January 2023 to represent him in a divorce. The fee agreement indicates a charge of \$500 for a separation agreement and \$1,000 for an uncontested divorce. Respondent quoted \$375 per hour for additional work, including a contested divorce. Hodgins stated that he paid approximately \$6,500 to Respondent during the representation but did not provide receipts to the Bar. Hodgins stated he received only one invoice from Respondent.
35. When interviewed, Respondent could not provide the amount that Hodgins paid the firm. Respondent would testify that she did not recall off the top of her head the specific amounts of fees paid by her clients in these cases and explained that her inability to recall or provide client payment amounts was partially due to turnover in personnel at her firm and the transition between systems, and not having each client’s information in front of her during the interview.
36. On September 20, 2024, Hodgins filed a bar complaint.
37. On September 23, 2024, Respondent requested to withdraw from representing Hodgins, which the judge granted. Respondent would testify that Hodgins asked her to withdraw, and that they spoke and agreed that was what she would do.

VSB Docket No. 25-010-133769 (Complainant Michelle Broady)

38. Michelle Broady (“Broady”) was involved in a car accident in the parking lot of the Great Wolf Lodge in September 2017. Broady retained Respondent in October 2017.
39. Broady provided the Bar an unsigned fee agreement that she received by email on September 25, 2017. The fee agreement called for a 40% contingent fee if the matter settled after Respondent filed a lawsuit. When interviewed, Respondent stated she would locate the fee agreement and provide a copy to the Bar but did not do so.
40. On August 12, 2019, Respondent filed a civil complaint in Newport News Circuit Court.

41. On February 11, 2020, Broady emailed Respondent and her paralegal. Broady indicated that she had called the firm twice, left messages, and emailed but had not received a response. Broady said she was “growing concerned” due to the lack of response and information.
42. On November 18, 2020, Respondent’s paralegal requested that Broady provide numerous documents related to her case. Broady responded that she did not understand why so much information was necessary for her case and said that she had previously provided some of the documents or authorization for the firm to obtain the documents.
43. On November 19, 2020, Broady emailed Mr. Cope and described her difficulty in reaching Respondent. Broady asked for his assistance in speaking to Respondent. Broady said she did not understand why the matter had not been resolved and why this “simple legal matter” had become so complex. Respondent would testify that the opposing party had denied liability making it more complex.
44. On December 10, 2020, Broady texted Respondent. Broady said she was following up on the email she sent the previous Sunday. Broady asked for a copy of her file. On December 17, 2020, Respondent texted back, apologized and asked her to confirm the identity of who was texting because there was no name in her phone making the association.
45. At times during the representation, Respondent failed to communicate with Broady and failed to complete work on her case.
46. On February 1, 2022, Broady emailed Respondent. Broady said she had called the office several times. Broady stated she “was hoping that we can conclude with a settlement.”
47. On February 10, 2022, Respondent emailed Broady and asked if she was available for a call at 1 p.m. on February 11, 2022.
48. On February 15, 2022, Respondent emailed Broady and said she had “set this matter for trial pending a hopeful settlement.” She added that she was “in the process to scheduling that with opposing counsel and as soon as I have a hearing date, I will let you know.”
49. Broady emailed and called Respondent in March, April, and May 2022 but had difficulty reaching Respondent.
50. On May 27, 2022, Broady texted Respondent that she was “disappointed” and felt “disrespected.” Broady wrote that she had “called, texted and emailed.” Broady noted that her case had been “ongoing since 2017” but that Respondent had been “constantly unresponsive.” Broady asked Respondent to let her know if she should retain another attorney. Later that day, Broady emailed Respondent that she had

“called, texted and emailed for your assistance concerning my credit.” Broady said the car accident case “has been ongoing since 2017 and has become such a disadvantage for me.” Broady said Respondent had been “constantly unresponsive” and asked if she should hire another attorney to resolve the case.

51. In July 2022, Broady was deposed by an attorney from Allstate Insurance (“Allstate”). Around this time, Broady said she met with Respondent at her office. Broady said Respondent’s office had piles of paperwork related to her case. Respondent told Broady she had difficulty reaching anyone at the insurance company.
52. In a letter dated November 4, 2022 to an Allstate attorney, Respondent stated that she was “now in a position to attempt settlement of [Broady’s] personal injury claim.” Respondent described Broady’s injuries and treatment and offered \$26,000 to settle. Respondent attached multiple medical records and bills. Respondent’s paralegal emailed a copy of the letter and documents to Broady.
53. On February 7 and 12, 2023, Broady emailed Respondent and her paralegal regarding any updates. On March 15, 2023, Respondent’s paralegal indicated that the firm “had not received a response from the letter dated November 4, 2022.” The paralegal stated she would contact Allstate.
54. On April 13, 2023, Broady emailed Respondent’s paralegal and requested an update. On April 14, 2023, Respondent’s paralegal emailed Broady. The paralegal indicated she had spoken to a paralegal at Allstate that day but did not have any new information.
55. On October 31, 2023, Broady emailed Respondent and mentioned a recent conversation that she had with Respondent. Broady said she would “accept the offer” and asked for the “details of the settlement.” Broady provided an updated Florida address.
56. On April 19, 2024, Broady emailed Respondent and requested an update. Broady wrote that she called last week but had not received a response. Broady said she had “been checking in monthly” but had not “received any call back or correspondence.”
57. On July 25, 2024, Broady emailed Respondent’s paralegal and asked for an update. Broady indicated she spoke to someone at the firm in April 2024 and they discussed setting a trial date, but that Broady had not heard anything since then. Broady said she had left a message at the firm in June.
58. Allstate issued a check dated August 9, 2024, to “Michelle Broady and Attorney(s) Cope Law Firm, PLLC,” in the amount of \$12,000.
59. On August 16, 2024, Broady was contacted by someone at Respondent’s firm but does not recall who. Broady was informed that the firm had received settlement funds. Broady stated that she then attempted to contact Respondent numerous times

by phone, text, and email, but received no response. Broady said she called the firm at least once a week.

60. Broady attempted to reach Respondent by email once in September 2024, on October 15, 2024 and a final time on October 30, 2024, but was unsuccessful.
61. On November 7, 2024, Broady filed a bar complaint.
62. In early December 2024, Broady received a settlement check in the amount of \$6,730 and a settlement statement.
63. When interviewed by the Bar investigator, Respondent was asked why the case lingered for seven years. Respondent stated that she believed that Broady did not want to go to court. Respondent also asserted that there was no police report for the accident and that Allstate had turnover which resulted in three different Allstate attorneys handling the case.
64. When asked why she didn't respond to Broady's numerous calls and emails after August 2024, Respondent stated, "I was not aware that she was upset." Respondent was asked why Broady did not receive settlement funds for over three months. Respondent said Brim & Associates, CPA, would not release the funds. Respondent does not recall making this statement.

VSB Docket No. 25-010-133962 (Complainant Patrice M. Campbell)

65. In September or October 2023, Patrice M. Campbell ("Campbell") retained Respondent to represent her in a pending custody and visitation matter and subsequent divorce.²
66. Campbell reported that she signed a fee agreement. During the VSB's investigation, Respondent was asked to provide a copy of the fee agreement but was unable to locate the fee agreement.
67. Campbell stated that she paid Respondent "here and there." Campbell said she initially paid \$2,500 in September 2023, then made additional payments of \$2,500, \$1,100, and \$500. Campbell was unsure of the total amount paid to Respondent. Campbell said Respondent did not provide receipts.
68. Respondent asserted that Campbell paid \$7,761.71 to the firm. When she was interviewed on January 30, 2025, Respondent provided this amount to the Bar investigator on a sticky note and said \$618.75 remained in trust.

² The custody and visitation matter was pending in Newport News Juvenile and Domestic Relations Court when Campbell retained Respondent. Respondent filed a Complaint for Divorce on behalf of Campbell in July 2024.

69. When Respondent was interviewed by the Bar investigator, she was asked about the ledger deficiencies and lack of documentation required by Rule of Professional Conduct (“RPC”) 1.15. Respondent would testify that she tried to explain that she had switched systems three times and had a CPA performing the reconciliations for all clients. Respondent described her prior accounting program, LEAP, as “wildly confusing.” Respondent said she has been transitioning to CLIO since June 2024 but did not provide an expected date when that transition would be complete. The transition is now complete. Respondent acknowledged that since she is the only attorney at the firm, she manages the trust account.
70. Respondent provided copies of operating account statements to the VSB but did not provide copies of trust account statements because the Bar had subpoenaed these records.
71. Campbell reported that communication was poor throughout the representation and that she had difficulty communicating with Respondent. Campbell wrote in the bar complaint that she visited Respondent’s office without success and that Respondent failed to call for scheduled appointments.
72. On December 27, 2023, Cambell emailed Respondent that her “court case is approaching” and she indicated she wished to speak to Respondent.
73. In early January 2024, Campbell provided copies of paystubs, health insurance documents, and documents from the Division of Child Support Enforcement to Respondent via email. Respondent’s handwritten notes contained within her client file appear to indicate that a meeting or phone call between Campbell and Respondent occurred on January 10, 2024.
74. On January 11, 2024, a hearing was held in Newport News Juvenile and Domestic Relations Court regarding custody and visitation.³
75. Campbell emailed Respondent in mid- and late January 2024 and provided copies of a Separation Agreement, bank statements, mortgage statements, and tax documents.
76. Respondent’s handwritten notes appear to indicate that meetings or phone calls between Campbell and Respondent occurred on February 5, 2024 and April 2, 2024. However, Respondent failed to respond to emails from Campbell.
77. On May 2, 2024, Respondent’s paralegal emailed Campbell the Temporary Custody and Visitation Order produced as a result of the hearing on January 11, 2024.

³ Emails and letters from opposing counsel, Christina James (“James”), indicate that James had difficulty reaching Respondent in the months after the hearing to finalize the order. An order was entered on April 22, 2024.

78. An invoice indicates that Respondent had a phone call with Campbell on May 7, 2024.
79. On May 15, 2024, a hearing was held in Newport News Juvenile and Domestic Relations Court. The Child Support Order indicated that “the issue of arrearage shall be reserved until the September 30, 2024 hearing.” The Custody and Visitation Order states that the “parties are awarded joint legal custody” of the two children. Campbell was awarded “primary physical custody” of one child, and the parties were awarded “shared physical custody” of the other child.⁴
80. On June 6, 2024, Campbell emailed Respondent’s legal assistant and asked if Respondent had filed the divorce complaint in Circuit Court. Campbell did not receive a response.
81. On July 25, 2024, Respondent filed a Complaint for Divorce in Newport News Circuit Court on behalf of Campbell. Later that day, a legal assistant emailed Campbell that the “[d]ivorce complaint has been filed” but did not provide a copy to Campbell via email because she was handed a copy of the Complaint when in the office.
82. On August 5, 2024, Campbell sent an email to the firm manager which said “Have you spoke to opposing counsel in regard to my custody orders and divorce complaint?” The email was forwarded to Respondent. There is no evidence that Respondent responded.
83. On August 14, 2024, James filed an Answer and Counterclaim in Newport News Circuit Court. There is no evidence that Respondent provided a copy to Campbell.
84. An invoice dated November 12, 2024, noted a call with Campbell on August 28, 2024, but did not indicate who spoke to Campbell.
85. On September 3, 2024, Campbell texted Respondent and requested an update regarding the order from the May 2024 hearing. Respondent did not respond.
86. Campbell made an appointment to speak with Respondent. On September 18, 2024, Campbell texted Respondent at 2:11 p.m. that her “appt was at 2 p.m.” after Respondent failed to contact her. Respondent did not respond.
87. On September 30, 2024, a hearing was held in Newport News Juvenile and Domestic Relations Court. After the hearing, Campbell said that Respondent told her that she had not received necessary documents from Campbell.

⁴ The Child Support Order and the Custody and Visitation Order were not entered until September 30, 2024.

88. During her interview, James indicated that Respondent was 30 minutes late to court and “not as put together as usual.” Respondent informed the judge that her son was attacked by a peacock the day before. James recalled that Respondent said she did not bring relevant paperwork with her. James stated that the issue of arrearage, which had been scheduled to be addressed at the September 30 hearing, was reserved for determination as part of the pending divorce in Circuit Court.
89. In an email dated October 8, 2024, Campbell requested that Respondent “[p]lease stop ignoring me.” Campbell stated that she had not been provided orders from the May 15 or September 30 hearings. Campbell wrote that she was “very disappointed that I am not divorced and to hear in court that all of the documents that I sent you after court May 15 was never provided to opposing counsel.” Campbell requested that Respondent “call or respond about my divorce or prepare my files so that I can obtain counsel that will work for me.” On October 16, 2024, Respondent emailed copies of the orders regarding the May 2024 hearing to Campbell.
90. An invoice dated November 12, 2024, shows a phone call with Campbell on October 15, 2024.
91. On October 15, 2024, James sent Respondent Defendant’s First Set of Interrogatories and Request for Production of Documents (“the discovery request”) in the divorce pending in Circuit Court.
92. On November 5, 2024, Campbell emailed Respondent a copy of her October 2024 paystub. Campbell also provided information regarding her retirement account. Respondent did not respond.
93. On November 26, 2024, Campbell filed a bar complaint.
94. In a letter dated November 27, 2024, James provided a proposed Separation Agreement to Respondent. Campbell said that she received a copy of the agreement from her husband, did not receive a copy from Respondent, and could not reach Respondent to discuss the proposed agreement.
95. In early December 2024, Campbell called the office to speak to Respondent, but Respondent was unavailable.
96. On December 4, 2024, Respondent texted Campbell, acknowledging that Campbell had been calling the office. Respondent asked if Campbell had time to talk around 4:30 p.m. Campbell responded that she did. Campbell reported that Respondent did not call her that afternoon.
97. On the morning of December 6, 2024, Campbell went to Respondent’s office and found it closed and unoccupied. Campbell waited but no one showed. Campbell said she had hoped to discuss the Separation Agreement that she received from her husband with Respondent. Campbell returned to Respondent’s office in the

afternoon. Campbell said she expressed her frustration that the divorce had not been finalized and that opposing counsel had reported that she could not reach Respondent. Campbell said that Respondent asserted she would contact James and get a court date immediately.

98. When interviewed by the Bar investigator, Respondent stated that she reviewed the proposed Separation Agreement with Campbell in December 2024 but that Campbell had questions and did not sign it. Campbell asserted that Respondent never reviewed the Separation Agreement with her.
99. On December 16, 2024, Campbell texted Respondent that if she did not get a response from Respondent and if Respondent did not set a court date by 4 p.m. that Campbell wanted Respondent to withdraw. Campbell requested a copy of her “entire case file.” Respondent did not respond. When interviewed by the Bar investigator, Respondent claimed she did not receive this text message.⁵
100. On December 18, 2024, Respondent emailed James requesting to set an Equitable Distribution hearing.
101. Respondent did not provide the discovery request to Campbell or produce timely answers to James. On December 18, 2024, James sent a letter to Respondent that “discovery responses were due to my office no later than November 5, 2024,” but that she had not received anything. James wrote that she would file a Motion to Compel if she did not receive a discovery response by January 2, 2025. James said she would not agree to set an Equitable Distribution hearing until discovery was completed. The letter was emailed to Respondent and located in Respondent’s client file that she provided to the VSB on January 15, 2025.
102. On December 30, 2024, Respondent asked James to provide a Word version of the discovery request. James’ paralegal emailed Respondent a Word version, which Respondent then forwarded to Campbell that day. That same day, Respondent emailed Campbell the letter from James dated December 18, 2024, regarding the late discovery response.
103. On January 2, 2025, Campbell provided her incomplete discovery responses to Respondent via email.
104. Text messages between Respondent and Campbell indicate they scheduled an office appointment for Thursday, January 2, 2025. Campbell went to Respondent’s office that morning, but Respondent was not there. Campbell texted Respondent at 9:09 a.m. that she “had to go back to work.” Respondent texted the following day that she

⁵ Copies of text messages indicate that Respondent texted Campbell on December 30, 2024. The text message from Campbell dated December 16, 2024, that Respondent stated she did not receive is directly above Respondent’s text dated December 30, 2024.

- was “sick” and could not “get into the office” but would go into the office that weekend and contact Campbell. Campbell said Respondent never contacted her.
105. On January 3, 2025, Respondent emailed James that she “had been very ill” but was planning to “meet with my client to wrap up the discovery, on Monday.”
 106. Campbell said she has not communicated with Respondent since early January 2025.
 107. In February 2025, Campbell retained Christopher Reagan (“Reagan”) to represent her. A substitution order was entered March 20, 2025, relieving Respondent.
 108. When interviewed by the Bar investigator, Respondent was asked why she failed to respond to Campbell on numerous occasions. Respondent asserted that she has had issues with staff and issues with communication. Respondent stated the firm experienced technical issues with the phones that Verizon still needs to repair. Respondent was informed that Campbell asserted she visited the firm during business hours but found the office locked. Respondent stated her paralegal locked the door to the office when she was alone and sometimes does not hear knocking at the door.
 109. Campbell asserted that she was not aware of a discovery request by James until December 30, 2024, when Respondent emailed her a copy of the letter dated December 16, 2024, in which James stated she would be forced to file a Motion to Compel if she did not receive a discovery response by January 2, 2025. Campbell said that she provided a discovery response to Respondent and that Respondent told her she would review the discovery response with her but never did.
 110. Respondent’s client file provided to the VSB by Respondent on January 15, 2025, did not contain James’ discovery request or any documentation indicating that Respondent provided the discovery request to Campbell.
 111. Respondent’s client file, provided to the VSB by Respondent on January 15, 2025, did not contain Campbell’s discovery response or a letter, email, or other document indicating that Respondent had provided Campbell’s discovery response to James. On April 9, 2025, Respondent provided additional documents to the VSB, which contained Campbell’s unsigned and incomplete discovery response.
 112. James was interviewed by the Bar investigator on January 31, 2025. James indicated she had not received a discovery response in the divorce case from Respondent, despite multiple requests. James noted that the divorce case has been delayed because she has not received Campbell’s discovery response. James stated that she has had problems communicating with Respondent, stating “it was difficult at times,” including communicating with Respondent to obtain signed copies of orders.
 113. On February 21, 2025, the Bar investigator contacted James regarding any additional communication from Respondent about Campbell’s discovery response. James indicated that “there has been no substantive response regarding discovery.”

114. On April 22, 2025, Bar investigator contacted James. James confirmed that she never received Campbell's discovery response from Respondent.
115. On April 23, 2025, Campbell confirmed she did not receive a refund of the unearned portion of the fee from Respondent.

VSB Docket No. 25-010-134263 (Complainant Rita M. Smith)

116. On September 26, 2022, Rita Smith ("Smith") was involved in an accident with a City of Hampton trash truck. Smith suffered injuries as a result of the accident and her car was a total loss. Smith retained Respondent in October 2022.
117. Respondent confirmed that Smith retained her on a contingency fee basis. Respondent was unable to locate a written fee agreement in her files. Smith stated that she recalled signing a fee agreement and recalled discussing a contingency fee of one-third with Respondent.
118. Smith reported difficulty communicating with Respondent regarding her matter during the entire representation. Smith stated she mostly attempted to reach Respondent by phone but also went to the firm office approximately five or six times. Smith said she was often unable to leave a voicemail because the firm mailbox was full. Smith said she would leave messages with a legal assistant, who said Respondent was unavailable or with a client, but Smith would not receive any communication back. When Smith did speak with Respondent, Respondent would assert that she recently received information about her case that needed to be reviewed. Respondent would promise to call Smith after reviewing the information but would not.
119. On January 10, 2023, Respondent mailed a letter to the Hampton Department of Risk Management (HRM) and stated that she had been retained by Smith. The letter provided information regarding the accident.
120. On May 23, 2023, Respondent mailed a letter to Smith and provided a list of medical providers. Respondent requested that Smith review the list and supplement the list, if necessary.
121. On November 13, 2023, Respondent sent a letter to HRM offering to settle the matter for \$80,000.
122. On July 19, 2024, Smith's husband called the firm and left a message. He asked for an "update on our case" that had been "going on as almost two years now." Respondent received a transcript by email of the voicemail from Cox Communications.

123. On July 23, 2024, Smith’s husband called and left a message. He said, “[w]e haven’t heard from you all,” and requested an update. Respondent received a transcript by email of the voicemail from Cox Communications.
124. On August 15, 2024, Smith’s husband called and left a message. He said that they were “having a problem trying to get in touch” with Respondent, despite making “multiple calls.” He asked for “any type of update.” Respondent received a transcript by email of the voicemail from Cox Communications.
125. On August 22, 2024, Smith’s husband called and left a message. He said that they would “like to have an update as to what was going on with this case.” He said he hadn’t been updated and did not “know what to do at this point.” Respondent received a transcript by email of the voicemail from Cox Communications.
126. In a certified letter to Respondent dated October 7, 2024, Smith requested information about her case. Smith indicated that she had made “multiple phone calls,” stopped by the office, and spoke to a legal assistant but had not been able to communicate with Respondent. Smith requested “an update on the status of this case.” Smith stated that she did not receive a response from Respondent.
127. Smith said that her husband spoke to Respondent at her office around January 1, 2025. Respondent said she would review the case and contact Smith but did not.
128. Smith said she questioned Respondent at one point about her ability to handle the case and Respondent said, “I’m on it.” Smith expressed frustration because HRM will not speak to her because she has counsel, but that Respondent fails to communicate.
129. Respondent failed to file a lawsuit by the statute of limitations deadline and Smith is now precluded from filing suit.⁶

II. NATURE OF MISCONDUCT

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

VSJ Docket No. 24-010-132448 (Complainant Cecilia M. Garcia)

By failing to provide substantive legal services to Garcia and by failing to file a Complaint during her representation of Garcia from June 2023 to present, Respondent violated RPC 1.1 and 1.3(a).

⁶ Generally, personal injury lawsuits must “be brought within two years after the cause of action accrues.” See Va Code 8.01-243. Respondent was required to file suit by September 26, 2024.

RPC 1.1 Competence

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

RULE 1.3 Diligence

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

By failing to communicate with Garcia for periods of time during the representation and by failing to respond to requests for information, Respondent violated RPC 1.4(a) and (b).

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.

By charging Garcia the entire fee yet failing to complete the representation or provide a refund when requested, Respondent violated RPC 1.5(a).

RULE 1.5 Fees

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

By failing to maintain complete records of all payments by Garcia and by failing to provide Garcia an accounting of the fee, Respondent violated RPC 1.15(b)(3).

RULE 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 provide Garcia a refund of the unearned fee when requested, Respondent violated RPC 1.15(b)(4).

RULE 1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

- (4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer that such person is entitled to receive;

By failing to properly maintain receipts, disbursements journals, and client ledgers, Respondent violated the following RPC 1.15(c)(1, 2, and 4).

RULE 1.15 Safekeeping Property

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

- (1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.
- (2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.
- (4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

By failing to conduct monthly reconciliations and failing to maintain adequate records which contributed to Respondent's inability to determine how much Garcia paid, Respondent violated RPC 1.15(d)(3-4).

RULE 1.15 Safekeeping Property

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

- (3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:
 - (i) reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;
 - (ii) reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement and subtracting any checks or disbursements not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and
 - (iii) reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.
- (4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

By engaging in a pattern of neglect during her representation of Garcia including failing to complete meaningful work during the representation, failing to communicate, failing to file a Complaint, failing to maintain the appropriate accounting records, and failing to complete any work on Garcia's matter after Garcia filed a bar complaint while also failing to timely provide a refund of the unearned fee, Respondent violated RPC 8.4(b).

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

- (b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;

By failing to provide any substantive legal services to Bryant after December 2023, including failing to file a Complaint in court, Respondent violated RPC 1.3(a).

RULE 1.3 Diligence

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

By failing to communicate with Bryant for extended periods of time during and after the representation and by failing to respond to requests for information during and after the representation, Respondent violated RPC 1.4(a) and (b).

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.

By failing to maintain complete records of all payments by Bryant and by failing to provide Bryant an accounting of the fee, Respondent violated RPC 1.15(b)(3).

RULE 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 promptly provide Bryant or subsequent counsel the \$40,000 held in escrow when requested, Respondent violated RPC 1.15(b)(4).

RULE 1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

(4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer that such person is entitled to receive;

By failing to properly maintain receipts, disbursements journals, and client ledgers which resulted in Respondent being unable to determine how much Bryant paid during the representation, Respondent violated the following RPC 1.15(c)(1, 2, and 4).

RULE 1.15 Safekeeping Property

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

- (1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.
- (2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.
* * *
- (4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

By failing to conduct monthly reconciliations and failing to maintain adequate records which contributed to Respondent's inability to determine how much Bryant paid, Respondent violated RPC 1.15(d)(3-4).

RULE 1.15 Safekeeping Property

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

- (3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:
 - (i) reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;
 - (ii) reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement and subtracting any checks or disbursements not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and
 - (iii) reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.

- (4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

By failing to provide Bryant's file to Bryant or Crook within a reasonable amount of time when requested, Respondent violated RPC 1.16(e).

RULE 1.16 Declining Or Terminating Representation

- (e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client's new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

VSB Docket No. 25-010-133269 (Complainant Michael Hodgins)

By failing to maintain complete records of all payments by Hodgins and by failing to provide Hodgins an accounting of the fee, Respondent violated RPC 1.15(b)(3).

RULE 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 properly maintain receipts, disbursements journals, and client ledgers which resulted in Respondent being unable to determine how much Hodgins paid during the representation, Respondent violated the following RPC 1.15(c)(1, 2, and 4).

RULE 1.15 Safekeeping Property

- (c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:
- (1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.
 - (2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.
 - (4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

By failing to conduct monthly reconciliations and failing to maintain adequate records which contributed to Respondent's inability to determine how much Hodgins paid, Respondent violated RPC 1.15(d)(3-4).

RULE 1.15 Safekeeping Property

- (d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.
- (3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:
 - (i) reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;
 - (ii) reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement and subtracting any checks or disbursements not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and

- (iii) reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.
- (4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

VSB Docket No. 25-010-133769 (Complainant Michelle Broady)

By failing to do any substantive work for extended periods of time on Broady's matter and by failing to resolve the matter in a reasonable amount of time, Respondent violated RPC 1.1 and 1.3(a).

RPC 1.1 Competence

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

RULE 1.3 Diligence

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

By failing to communicate with Broady for extended periods of time during the representation, and by failing to respond to requests for information, Respondent violated RPC 1.4(a) and (b).

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.

By failing to provide Broady the funds that she was entitled to receive when requested, Respondent violated RPC 1.15(b)(4).

RULE 1.15 Safekeeping Property

- (b) Specific Duties. A lawyer shall:

- (4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer that such person is entitled to receive;

VSJ Docket No. 25-010-133962 (Complainant Patrice M. Campbell)

By failing to timely return the Orders to James for the hearings on January 11, 2024 and May 15, 2024, failing to be prepared for the hearing held on September 30, 2024, failing to timely provide the discovery request to Campbell, and failing to review the discovery response with Campbell and provide a final draft to James, Respondent violated RPC 1.3(a).

RULE 1.3 Diligence

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

By failing to respond to multiple emails, text messages, and phone calls by Campbell, by failing to show at scheduled appointments with Campbell, and by failing to timely provide relevant information from opposing counsel, such as discovery requests and the proposed Settlement Agreement, Respondent violated RPC 1.4(a) and (b).

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.

By charging Campbell the entire fee yet failing to complete the matter, Respondent violated RPC 1.5(a).

RULE 1.5 Fees

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

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

By failing to maintain complete records of all payments by Campbell and by failing to provide Campbell an accounting of the fee, Respondent violated RPC 1.15(b)(3).

RULE 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 promptly provide Campbell a refund of the unearned fee, Respondent violated RPC 1.15(b)(4).

RULE 1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

- (4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer that such person is entitled to receive;

By failing to properly maintain receipts, disbursements journals, and client ledgers regarding Campbell's fee, Respondent violated the following RPC 1.15(c)(1, 2, and 4).

RULE 1.15 Safekeeping Property

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

- (1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.
- (2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.
- (4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

By failing to conduct monthly reconciliations and failing to maintain adequate records, Respondent violated RPC 1.15(d)(3-4).

RULE 1.15 Safekeeping Property

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

- (3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:
 - (i) reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;
 - (ii) reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement and subtracting any checks or disbursements not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and
 - (iii) reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.
- (4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

By failing to provide a refund of the unearned fee to Campbell after the representation ended, Respondent violated RPC 1.16(d).

RPC 1.16 Declining or Terminating Representation

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

VSF Docket No. 25-010-134263 (Complainant Rita M. Smith)

By failing to provide any substantive legal services to Smith and by failing to file a lawsuit on behalf of Smith during the representation, Respondent violated RPC 1.1 and 1.3(a).

RPC 1.1 Competence

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

RULE 1.3 Diligence

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

By failing to respond to multiple calls and other attempts to communicate by Smith and her husband during the representation, Respondent violated RPC 1.4(a) and (b).

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.

By failing to withdraw from representing Smith after her conduct resulted in violation of the Rules of Professional Conduct (i.e., RPC 1.1, 1.3(a), and RPC 1.4(a) and (b)), Respondent violated RPC 1.16(a)(1).

RPC 1.16 Declining or Terminating Representation

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

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

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and Respondent tender to the Three-Judge Panel hearing this matter the Agreed Disposition of the suspension of Respondent's license to practice law in the Commonwealth of Virginia for a period of THREE YEARS as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Three-Judge Panel. Respondent has proffered substantial evidence of mitigation pursuant to ABA Standard 9.3, Mitigation which was factored into the proposed sanction.

Bar counsel, Respondent's counsel, and Respondent agree that, should the Three-Judge Panel reject this Agreed Disposition, the Three-Judge Panel retains jurisdiction to hear this matter.

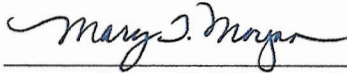
If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs.

Pursuant to Part 6, § IV, ¶ 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the Three-Judge Panel considering this agreed disposition.

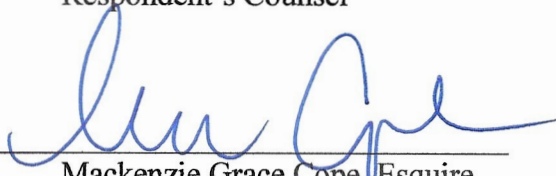
THE VIRGINIA STATE BAR



Seth T. Shelley
Assistant Bar Counsel



Mary T. Morgan, Esquire
Respondent's Counsel



Mackenzie Grace Cope, Esquire
Respondent