

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
MICHAEL DANA EPHRAIM**

VSB DOCKET NO. 19-042-114420

**AGREED DISPOSITION MEMORANDUM ORDER
NINETY DAY SUSPENSION WITH TERMS**

On October 27, 2020 this matter was heard by the Virginia State Bar Disciplinary 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 Yvonne S. Gibney, Chair; Kamala H. Lannetti; Sandra L. Havrilak; Alexander Simon; and Martha J. Goodman, lay member. 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 the matter to which each member responded in the negative.

The Virginia State Bar was represented by Paulo E. Franco, Jr., Assistant Bar Counsel. Respondent Michael Dana Ephraim ("Respondent") was present and was represented by counsel ... Paul D. Georgiadis.

Court Reporter Lisa Wright, 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 Answer, Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation, the Board rejected the Agreed Disposition and made certain recommendations regarding an acceptable disposition.

UPON CONSIDERATION of the Board's recommendations, the Respondent, his counsel and the Bar agreed that the Respondent shall receive a Ninety-day (90) Suspension with Terms, as set for in the Agreed Disposition, which is attached to and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective November 20, 2020.

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 shall 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 shall also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of his clients. The Respondent shall give such notice within 14 days of the effective date of the Suspension, and make such arrangements as are required herein within 45 days of the effective date of the Suspension. The Respondent shall also furnish proof to the Bar within 60 days of the effective day of the Suspension that such notices have been timely given and such arrangements 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 or 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. All issues concerning the adequacy of the notice and arrangements required by Paragraph 13-29 shall be determined by the Virginia State Bar Disciplinary Board, which may impose a

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

It is further ORDERED that an attested copy of this Order be mailed to the Respondent by certified mail, return receipt requested, and by regular and electronic mail at Michael Dana Ephraim, Virginia Divorce Center, PLLC., 7301 Ivycrest Pl, Annandale, VA 22003, his last address of record with the Virginia State Bar, and a copy to Paul D. Georgiadis, Respondent's counsel via email, and a copy hand-delivered to Paulo E. Franco, Jr., Assistant Bar Counsel, Virginia State Bar, Suite 700, 1111 E. Main Street, Richmond, VA 23219.

Entered this 27th day of October 2020

VIRGINIA STATE BAR DISCIPLINARY BOARD

Yvonne S. Gibney

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Yvonne S. Gibney
Chair



VIRGINIA :

BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
MICHAEL DANA EPHRAIM

VSB Docket No. 19-042-114420

**AGREED DISPOSITION
(SUSPENSION WITH TERMS)**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H., the Virginia State Bar, by Paulo E. Franco, Jr., Esquire, Assistant Bar Counsel and Michael Dana Ephraim, Respondent, and Paul D. Georgiadis, Esquire, Respondent's counsel, hereby enter into the following Agreed Disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. At all times relevant hereto Respondent has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. On or around May 24, 2017, Maria Reyes ("Complainant") met with Gabriela Takushi and Leila Flores, both non-lawyers, regarding filing for divorce against her husband who was then living in Honduras. Ms. Takushi advised the VSB that she has been employed as a legal assistant to another attorney ("VV"). Ms. Takushi stated that since VV does not handle matrimonial cases she referred Complainant to Ms. Flores who was in a nearby office. Complainant recalled that Ms. Flores held herself out as an attorney. Respondent's evidence would be that neither Ms. Takushi nor Ms. Flores were his employees or agents and he therefore had no knowledge of much less control of their actions. Respondent's firm had limited contact with Ms. Flores in her assistance of Reyes.
3. Complainant met with Ms. Flores. Ms. Flores advised Complainant that her divorce would cost a total of \$1,600.00 and would be completed in 4-6 weeks. Complainant paid Ms. Flores \$675.00 in cash to begin the process of filing a divorce. Complainant paid Ms. Flores an additional \$200.00, also in cash.
4. After making the first payment to Ms. Flores, Complainant contacted Ms. Flores to obtain a status on her case. Ms. Flores did not respond, so Complainant returned to VV's law office seeking information. VV informed Complainant that he was not and never had been her attorney. VV researched the matter and determined that a Complaint for Divorce had been filed on Complainant's behalf by Respondent.

5. Prior to this time, Respondent had had no personal contact with Complainant whatsoever. Respondent did not inform Complainant that a Complaint for Divorce was being, or had been, filed on her behalf, he did not confirm with Complainant the factual allegations set forth in the Complaint, nor did he discuss with her the grounds for divorce alleged in the Complaint.
6. Respondent's evidence would be that through his paralegals and staff, he had a prior course of dealings with Ms. Reyes through Ms. Flores and directly with Ms. Reyes, believing that all such contacts were either contacts with Ms. Flores which Reyes approved or with Ms. Reyes herself. This course of dealings and communications with Ms. Reyes included but are not limited to:
 - a. Respondent's website disclosed the process, options, and costs of uncontested divorces;
 - b. August, 2017 discussion(s) regarding options on how to present proof to the Court for obtaining the divorce;
 - c. September 7, 2017 request for and ensuing receipt of further information to prepare the multiple filings of pleadings and orders;
 - d. September 14, 2017 forwarding of the Separation and Property Settlement Agreement with an explanation of rights, waivers thereof, and an offer to consult with firm attorneys with questions;
 - e. September 14, 2017 forwarding of the draft order of publication and affidavit of diligent attempts to contact spouse requiring Ms. Reyes to confirm her spouse's address, confirm Ms. Reyes' attempts and means thereof to contact her spouse; and to review, initial, and execute the affidavit in support of the order of publication;
 - f. September 26, 2017 follow-up on the review and signing of the order of publication;
 - g. September 28, 2017 acknowledgement of receipt of order of publication documents and advice of further timeline for case;
7. Respondent describes his law firm as being a "high volume" practice handling only divorce matters. Respondent advised the VSB that he could not recall the total number of divorce cases he handled in 2018 or how many he had taken on in 2019, and he was unable to provide an estimate of how many active divorce cases his firm is now handling. Respondent's website advertises that in the past 12 years, Respondent's firm has "helped several thousand clients get their divorces quickly." Respondent's website also claims that his "divorce services extend throughout the entire Commonwealth of Virginia."
8. At the time that Complainant's matter was being handled by Respondent's firm, he had five paralegals working for his firm. These paralegals were responsible for downloading on-line forms completed by prospective firm clients on a daily basis. The paralegals then inserted the information contained on the forms into what Respondent termed "boiler-plate template" Complaints for Divorce. Respondent concedes that from time to time, staff other than the assigned paralegal were called upon to work on a case which could and at times did lead to errors, such as in the instant case.

9. Respondent also conceded that he had no engagement agreements with his clients and never met with his clients before filing a Complaint for Divorce on their behalf. Respondent stated that any communication he did have with his clients was done via email or telephone, but that this is rarely done.
10. Respondent's evidence would be that his website provided a full disclosure of the amount, basis, and rate of fees and costs. He did not as a practice meet in person with clients as the practice is a virtual practice but concedes that the vast majority of contacts have been through assigned staff.
11. The above described procedures were in place at the time Respondent acted as Complainant's divorce counsel.
12. Complainant does not recall having filled out Respondent's on-line form. Ms. Flores stated that she and Complainant accessed Respondent's website and completed the form together during their in-person meeting on May 24, 2017.
13. Respondent admitted that he took no steps to independently verify the information contained in the on-line form submitted to his office by Complainant prior to signing and filing her Complaint for Divorce. In fact, important questions were simply left blank on this form including the city and state in which the parties last cohabited as husband and wife.¹ In addition, two different addresses were given for Complainant, one in the District of Columbia and the second in Manassas, Virginia. The address provided for Complainant's husband was "Honduras, Virginia, United States."
14. Respondent's evidence would be that he relied upon the sworn affidavits of the Complainant and her witness that alleged Ms. Reyes' residence and domicile as having been in the Commonwealth of Virginia for the six months preceding the filing of the Complaint and that her husband had not lived with her at any of the addresses, including the Manassas address. Reyes has confirmed to the Virginia State Bar that she "can read and write in English and Spanish" and is in fact fluent in English. Therefore, Respondent reasonably believed that Ms. Reyes' representations to which she swore or affirmed were in fact true.
15. On October 2, 2017, Respondent filed a Complaint for Divorce on Complainant's behalf. In that Complaint, he represented to the court that Complainant was a bona fide resident of and domiciled in the Commonwealth of Virginia for at least six (6) months preceding filing. In fact, in response to that very question on Respondent's on-line form, Complainant denied that she was either.

¹ The form instructed that if the parties never cohabited as husband and wife, then this section should be left blank. Respondent nevertheless erroneously represented to the court in both the Complaint and Affidavits he prepared for signature by Complainant and her witness that she and her husband had last resided as husband and wife at an address in Manassas, Virginia.

16. In the Complaint for Divorce, Respondent failed to identify Complainant's husband by his full name.
17. In fact, Respondent did nothing to verify that the information contained within the Complaint for Divorce he filed on Complainant's behalf was either true or accurate.
18. As noted above, Complainant listed her primary address on Respondent's on-line form as "836 Delafield Place, NW, Washington, DC" with a secondary address in Manassas. At the very least, this discrepancy should have caused Respondent to verify where his client actually lived before filing anything with the court.
19. Instead of doing so, Respondent also prepared and filed Affidavits, signed by Complainant and her witness, which contained the same incorrect information.² These Affidavits were intended to confer jurisdiction upon the court to adjudicate Complainant's divorce and also contained what was intended to be direct and corroborating testimony to the court of Complainant and her witness establishing the grounds for the divorce.
20. Further, Respondent himself executed an Affidavit which he filed with the court on October 2, 2017, which incorrectly represented that Complainant's husband was a "non-resident of Virginia" and that his last known address was 836 Delafield Place, Washington, D.C. As noted above, Respondent's on-line form listed the husband's address as "Honduras, Virginia, United States," and implied (since this section was left blank) that he and his wife had never cohabitated at all.
21. Respondent would proffer the testimony of one his staff that in fact Complainant's husband was a non-resident of Virginia
22. On October 16, 2017, the Clerk of the Circuit Court entered an Order of Publication in Complainant's divorce case whereby service of process would be effected upon the defendant husband through posting of a notice at the courthouse, mailing to the Delafield Place address, and through publication of notice in the Washington Times of the filing of the Complaint for Divorce and the time and place of a hearing scheduled for entry of the Final Decree. As noted in Paragraph 13, above, Respondent failed to identify the defendant husband by his full name and so the Order of Publication did not correctly identify him.
23. By email dated February 14, 2018, Respondent's staff member, Rodrigo Andrade, contacted Ms. Flores to inquire about Affidavits needed from Complainant and her witness, referenced in Paragraph 16, above. Ms. Flores responded by email dated February 16, 2018 notifying Mr. Andrade that she would no longer be "helping" Complainant with her divorce case since Complainant was assisting her husband in re-entering the United States.

²² These Affidavits were filed on March 16, 2018.

24. Respondent took no action at this point to contact his client or to investigate the facts reported to his office in Ms. Flores' email.
25. Respondent's evidence would be that he in fact contacted Ms. Reyes who came to his office several days later when she signed an affidavit reaffirming her Virginia residence and domicile for the period of 6 months prior to the filing of the Complaint.
26. Instead, Respondent moved forward with a hearing in Complainant's divorce case which was scheduled for March 28, 2018. Instead, the Court entered a Final Decree of Divorce on grounds that the parties had lived separate and part for twelve (12) months without interruption or cohabitation based on the written submissions.
27. Because Respondent had not identified Complainant's husband by his full name in the original Complaint for Divorce, another Order of Publication had to be issued with the defendant's corrected name. On March 1, 2018, Complainant paid an additional \$27.00 to Respondent for this second Order of Publication.
28. Respondent's evidence would be that upon receiving the final decree, Complainant contacted Respondent after reading the decree and complained to Respondent because the decree did not contain her husband's full name. She did not complain that it incorrectly listed her as a resident of Virginia.
29. Thereafter, on July 6, 2018, Respondent filed a Motion to Correct the Final Decree since he had not initially provided the defendant's full name. That motion was granted, and an Amended Final Decree was entered on July 10, 2018.
30. On November 29, 2019, after her complaint had been submitted to the bar and an investigation opened, Complainant received a telephone call from Respondent's legal assistant who informed her that she was not actually divorced, and it was necessary for her to make an appointment immediately.
31. Complainant did so and met with Respondent in the first week of December 2019 at which time he advised her that she was "still married" and that the error had something to do with information provided on the form she had completed on Respondent's website. Respondent further advised Complainant that she would have to appear with him in open court on January 8, 2020.
32. Complainant became very upset, asking Respondent what she should do since she had remarried and had a child with her new husband. Complainant also asked Respondent about what this would mean for her new husband's immigration petition, filed based upon his marriage to Complainant.
33. A trial, Respondent would have called one of his assistants who would testify that Ms. Reyes subsequently admitted to her that she did not remarry.

34. On December 27, 2019, Respondent filed a Motion to Vacate Amended Final Decree since, "The Complaint incorrectly stated that Plaintiff was a resident of Virginia at the time of the filing of the Complaint. Plaintiff was not a resident of Virginia." On January 8, 2020, an order was entered vacating the Amended Final Decree of Divorce.
35. Respondent referred Complainant to a colleague in Washington, D.C. to assist her in obtaining a valid divorce. Respondent paid all attorney's fees and costs for this D.C. proceeding. Ms. Reyes obtained a divorce in Washington, D.C. effective October 15, 2020.
36. Following his receipt of the complaint in this matter, Respondent reviewed his file on Complainant's case and determined that his legal fees were paid by Ms. Flores with her personal credit card. Ms. Flores paid Respondent \$479.00 for legal fees in Complainant's case.
37. Respondent discovered at least two other cases where his legal fees had been paid by Ms. Flores with her personal credit card. Respondent stated that Complaints for Divorce were filed on behalf of these other clients.
38. At no time prior to or in conjunction with receiving Ms. Flores' credit card payment on behalf of Ms. Reyes did he consult with Ms. Reyes or obtain her consent in having a third party pay his legal fees on her behalf.
39. Respondent admitted that his office practice is to deposit advance fees into his trust account as a "batch" deposit meaning that all funds are deposited in a single deposit with no deposit slip itemizing the name of the client and the amount being deposited to trust on that client's behalf.
40. Respondent further admitted that he does not maintain individual client ledgers cards, nor does he create or maintain cash receipts and disbursements journals as those records are required to be kept under Rule of Professional Conduct ("RPC") 1.15. Respondent also admitted that he does not perform monthly or quarterly reconciliations as those records are required to be kept under RPC 1.15.
41. Respondent affirmatively states that notwithstanding conflicts in the evidence as to specific allegations, he understands the need to make fundamental changes in his practice and has taken concrete steps to do so. These include:
 - a. Consulting with a CPA firm since April 2019 and formally retaining them in December, 2019 maintain his accounts in accord with RPC 1.15 which he believes now are and have been for the past 8 months in substantial compliance with the Rules; and
 - b. Curtailed advertising in order to transition to a lower volume practice to enable closer and more detailed case handling and client interaction to include Respondent's direct oversight and handling and
 - c. Using a formal engagement letter for each client since January, 2020

II. NATURE OF MISCONDUCT

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

RULE 1.1 Competence

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

* * * *

RULE 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.

(b) Specific Duties. A lawyer shall:

(1) promptly notify a client of the receipt of the client's funds, securities, or other properties;

(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.

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

(1) Cash receipts and disbursements journals for each trust account, including entries for receipts, disbursements, and transfers, and also including, at a minimum: an identification of the client matter; the date of the transaction; the name of the payor or payee; and the manner in which trust funds were received, disbursed, or transferred from an account.

(2) A subsidiary ledger containing a separate entry for each client, other person, or entity from whom money has been received in trust.

The ledger should clearly identify:

(i) the client or matter, including the date of the transaction and the payor or payee and the means or methods by which trust funds were received, disbursed or transferred; and

(ii) any unexpended 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.

(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.

(2) Deposits. All trust funds received shall be deposited intact. Mixed trust and non-trust funds shall be deposited intact into the trust fund and the non-trust portion shall be withdrawn upon the clearing of the mixed fund deposit instrument. All such deposits should include a detailed deposit slip or record that sufficiently identifies each item.

(3) Reconciliations.

(i) At least quarterly a reconciliation shall be made that reflects the trust account balance for each client, person or other entity.

(ii) A monthly reconciliation shall be made of the cash balance that is derived from the cash receipts journal, cash disbursements journal, the trust account checkbook balance and the trust account bank statement balance.

(iii) At least quarterly, a reconciliation shall be made that reconciles the cash balance from (d)(3)(ii) above and the subsidiary ledger balance from (d)(3)(i).

(iv) Reconciliations must be approved by a lawyer in the law firm.

(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.

* * * *

RULE 1.8 Conflict of Interest: Prohibited Transactions

(f) A lawyer shall not accept compensation for representing a client from one other than the client unless:

(1) the client consents after consultation;

* * * *

RULE 5.3 Responsibilities Regarding Nonlawyer Assistants

With respect to a nonlawyer employed or retained by or associated with a lawyer:

(a) a partner or a lawyer who individually or together with other lawyers possesses managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer;

(b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and

(c) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:

(1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or

(2) the lawyer is a partner or has managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows or should have known of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and the Respondent tender to the Disciplinary Board for its approval the agreed disposition of **NINETY DAY (90) SUSPENSION with Terms** as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. Assistant Bar Counsel and the Respondent agree that the effective date for the sanction shall be **November 20, 2020**, the date this matter is currently scheduled for trial before the Disciplinary Board. The terms with which the Respondent must comply are as follows:

1. Respondent's license to practice law in the Commonwealth of Virginia shall be suspended for a period of ninety (90) days commencing November 20, 2020 ("Suspension Period");

2. Respondent shall provide a letter to the Office of Bar Counsel on or before November 20, 2020 certifying that he understands that during the Suspension Period he is prohibited from providing any legal services, consulting or conferring with his lawyer associates and staff to concerning or otherwise to provide legal services, that he may not generate any fees earned during the Suspension Period and may not receive any compensation for fees generated by his lawyer associates during the Suspension Period. Additionally, Respondent shall provide the name and Virginia State Bar number of each and every associate that will continue working for him during the Suspension Period ("Certification Letter").

3. The Certification Letter shall also set forth the web domain address for his website and any other social media presence and that he has taken all necessary and reasonable steps to remove his website and other social media sites offline during the Suspension Period if he chooses to do so. In the event that he chooses to leave his online presence in tact during the Suspension Period, Respondent shall take all necessary steps to ensure that any online presence contain a conspicuous and obvious disclaimer that Respondent's license to practice law has been suspended by the Virginia State Bar for a period of ninety days commencing on November 20, 2020. Respondent shall provide a copy of the disclaimer to the Office of Bar Counsel prior to utilizing it for approval.

4. Upon termination of the Suspension Period, Respondent shall remain on a period of probation for a period of one year ("Probation Period").

5. Respondent shall not engage in any misconduct, as defined in Part 6, Section IV, Paragraph 13-1 of the Rules of the Supreme Court of Virginia ("Misconduct") during the Probation Period. In the event that Respondent is sanctioned by a tribunal for having committed Misconduct during the Probation Period, he Disciplinary Board shall enter the alternative sanction set forth in this Agreed Disposition.

6. On or before November 20, 2020, Respondent shall certify in writing to the Office of Bar Counsel that he has read in their entirety, the following:

- a. Rule 1.15 and the Comments to Rule 1.15;
- b. Legal Ethics Opinion 1606; and
- c. *Lawyers and Other People's Money*.

7. From November 20, 2020 to November 20, 2023, Respondent hereby authorizes a Virginia State Bar investigator to conduct unannounced personal inspections of his trust account books, records, and bank records to ensure his compliance with all of the provisions of Rule 1.15 of the Rules of Professional Conduct, and shall fully cooperate with the Virginia State Bar investigator.

8. On or before November 20, 2020, Respondent shall certify to the Bar that Respondent has engaged the services of a certified public accountant ("CPA") licensed to practice certified public accountancy in the Commonwealth of Virginia. The CPA shall certify

familiarity with the requirements of Rule 1.15 of the Rules of Professional Conduct. The CPA shall review Respondent's attorney trust account record-keeping, accounting, and reconciliation methods and procedures to ensure compliance with Rule 1.15 of the Rules of Professional Conduct. Respondent shall provide the CPA with a copy of the Board's Disposition at the outset of his engagement with the CPA.

9. On or before January 20, 2021, the CPA must review Respondent's trust account and bookkeeping records. In the event the CPA determines that Respondent is in compliance with Rule 1.15, then on or before February 20, 2021, the CPA shall so certify in writing to Respondent and the Virginia State Bar. In the event the CPA determines Respondent is NOT in compliance with Rule 1.15, then on or before February 20, 2021, the CPA shall notify Respondent and the Virginia State Bar, in writing, of the measures Respondent must take to bring himself into compliance with Rule 1.15.

10. Thereafter, the CPA shall provide reports to the Office of Bar Counsel every six months for a period of two years, being on June 1, 2021, December 1, 2021, June 1, 2022, and December 1, 2022, certifying that Respondent's trust account remains in compliance with Rule 1.15 of the Virginia Rules of Professional Conduct.

11. In the event the CPA determines that Respondent is NOT in compliance with Rule 1.15, thirty days from the date of the CPA's notice of noncompliance within which to comply with Rule 1.15. Respondent's failure to bring himself into compliance with Rule 1.15 within thirty days from the notice of noncompliance shall be considered a violation of the Terms set forth herein.

12. Respondent remains obligated to pay when due the CPA's fees and costs for services (including provision to the Virginia State Bar and to Respondent of information concerning the matter).

Upon satisfactory proof that such terms and conditions have been met, this matter shall be closed. If, however, all the terms and conditions are not met by the deadlines imposed above, the Respondent agrees that the Disciplinary Board shall impose a suspension of Respondent's license to practice law in the Commonwealth of Virginia for a period of ONE YEAR pursuant to Rules of Court, Part Six, Section IV, Paragraph 13-18.O.

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

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Date: 2020.10.27 16:50:21 -04'00'

By: Paulo Franco
Paulo E. Franco, Jr., Assistant Bar Counsel



Michael Dana Ephraim, Respondent



Paul Dimitri Georgiadis, Respondent's Counsel