

VIRGINIA :

**BEFORE THE SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
SUSAN LESLIE FRASER**

VSB Docket No. 21-070-121165

**SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)**

On April 07, 2021 a meeting was held in this matter before a duly convened Seventh District Subcommittee consisting of Joshua E. Hummer, Esquire, Chair, William R. Fitzpatrick, Esquire, and Kimberly Gregg, Lay Person. During the meeting, the Subcommittee voted to approve an agreed disposition for a **PUBLIC Reprimand with Terms** pursuant to Part 6, § IV, ¶ 13-15.B.4. of the Rules of the Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Paulo E. Franco, Jr., Assistant Bar Counsel, and Susan Leslie Fraser, Respondent, *pro se*.

WHEREFORE, the Seventh District Subcommittee of the Virginia State Bar hereby serves upon Respondent the following **PUBLIC Reprimand with Terms**:

I. FINDINGS OF FACT

1. Respondent was admitted to the practice of law in the Commonwealth of Virginia on October 5, 1982. At all times relevant Respondent was a member of the Virginia State Bar ("VSB").
2. Heather Quang sought a divorce from her husband and contacted the Employee Assistance Program ("EAP") for help in getting in touch with counsel to represent her interests.
3. The EAP put Ms. Quang in touch with Respondent, and the two met sometime in 2017 to discuss her case. Ms. Quang did not retain Respondent at that time.
4. In September 2018 Ms. Quang again met with Respondent. On January 18, 2019 Ms. Quang signed a fee agreement for Respondent to represent her in her divorce.

5. As part of the agreement, Ms. Quang paid Respondent the agreed to advance fee of \$1,800.00 by way of PayPal.
6. Respondent admitted in her interview with the VSB that the PayPal account by which she receives advance fee payments is not connected to her trust account. Instead, she receives client advance fees in another account and then transfers the fees into her trust account. Respondent admitted that this procedure was used in handling Ms. Quang's advance payment of \$1,800.00.
7. Although Respondent acknowledged receiving an advance fee from Ms. Quang of \$1,800.00 via PayPal, she only had a record deposit into her trust account of only \$1,600.00, due to a book-keeping error which indicated an unpaid balance was due from their meeting.
8. Respondent did not maintain a client subsidiary ledger for Ms. Quang.
9. Respondent did not keep the trust records required by Rule 1.15 (c) and (d) of the Virginia Rules of Professional Conduct.
10. In July 2019, Ms. Quang advised Respondent that she was ready to proceed with the divorce.
11. On July 18, 2019, Respondent emailed Ms. Quang that she would be following up shortly.
12. Ms. Quang did not hear anything further from Respondent. On August 2 and 9 and September 4, 2019, she sent Respondent emails requesting an update.
13. On September 5, 2019, Respondent replied that she had been busy and that they would speak shortly.
14. In email correspondence dated November of 2019, Respondent advised Ms. Quang that she expected the divorce to be complete by January of 2020.
15. Throughout calendar year 2020, Ms. Quang sent numerous emails to Respondent asking for an update on the status of the divorce that was represented to have been completed in January of 2020.
16. Each time Respondent replied to Ms. Quang with varying reasons as to why the divorce had not been complete.
17. Ms. Quang and Respondent discussed whether Quang could proceed pro se, and Quang decided not to do so.

18. Pleadings were drafted by the Respondent, including a revised Property Settlement Agreement, Affidavits in support of the divorce, and Ms. Quang's husband sent on the endorsed Property Settlement Agreement and Acceptance of Service of Process sometime in August, 2020.
19. The Respondent fell ill with COVID-19 and did not return to full time work until mid November, 2020.
20. Respondent filed the divorce paperwork with the Court on December 10, 2020.
21. An order of divorce was entered on December 15, 2020.
22. Respondent was cooperative with the Virginia State Bar in its investigation of this case.
23. Respondent will retire from the practice of law due to ongoing health concerns and will resign her license to practice law at the conclusion of the cases she is currently handling in accordance with Part 6, Section IV, Para. 13-27 of the Rules of the Supreme Court of Virginia.

II. NATURE OF MISCONDUCT

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

Rule 1.3 Diligence

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

* * * *

Rule 1.4 Communication

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

* * * *

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:

(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;

(5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

(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.

(3) In the case of funds or property held by a lawyer as a fiduciary, the required books and records shall include an annual summary of all receipts and disbursements and changes in assets comparable in detail to an accounting that would be required of a court supervised fiduciary in the same or similar capacity; including all source documents sufficient to substantiate the annual summary.

(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.

(1) Insufficient Fund Reporting. All accounts are subject to the requirements governing insufficient fund check reporting as set forth in the Virginia State Bar Approved Financial Institution Agreement.

(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) 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.

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III. PUBLIC REPRIMAND WITH TERMS

Accordingly, having approved the agreed disposition, it is the decision of the

Subcommittee to impose a **PUBLIC Reprimand with Terms**. The terms are:

1. Within 15 days of the Subcommittee's Disposition, the Respondent shall confirm in writing to the Office of Bar Counsel her review of rule 1.15 of the Rules of Professional Conduct to Bar Counsel. Respondent has provided Bar Counsel written confirmation that she is in compliance with this term.

2. If Respondent does not resign within 60 days of the date of entry of the Subcommittee's Disposition, Respondent shall engage the services of a certified public accounting firm ("Accounting Firm"), licensed in the Commonwealth of Virginia, to conduct periodic audits of Respondent's IOLTA trust account for the purposes of certifying compliance with Rule 1.15 of the Virginia Rules of Professional Conduct. Respondent shall provide the Accounting Firm with a copy of the Subcommittee's Disposition at the outset of the Accounting Firm's engagement.

3. On or before August 1, 2021, the Accounting Firm shall review Respondent's IOLTA trust account to ensure compliance with all provisions of 1.15 of the Virginia Rules of Professional Conduct.

4. On or before September 1, 2021, the Accounting Firm shall provide to Respondent and to the Bar Counsel its written report either certifying compliance with Rule 1.15 of the Rules of Professional Conduct or identifying the measures that Respondent must take to bring herself into compliance. The Accounting Firm shall thereafter provide four (4) written reports to Respondent and the Office of Bar Counsel every six months as follows: on or before March 1, 2022; September 1, 2022; March 1, 2023; and September 1, 2023. Unless an extension is granted by Bar Counsel to accommodate the Accounting Firm's schedule, each review in Paragraph 4 shall be completed by these dates, and all reviews shall be complete as of September 1, 2023.

5. In the event the Respondent is determined by the Accounting Firm to be not in compliance, she shall have thirty (30) days following the date the Accounting Firm issues its written report to bring herself into compliance. The Accounting Firm shall be granted access to Respondent's office, books, records, and files following the passage of the thirty (30) day period to determine whether Respondent has brought herself into compliance. The Accounting Firm shall thereafter certify in writing to the Bar Counsel and to Respondent either that Respondent has brought herself into compliance within the thirty-day (30) period, or that she has failed to do so. Respondent's failure to bring herself into compliance with the said Rules as of the conclusion of the aforesaid thirty (30) day period shall be considered a violation of the Terms set forth herein.

6. Respondent shall be obligated to pay when due the CPA's fees and costs for services, including provision to the Bar Counsel and to the Respondent of information concerning this matter.

7. Respondent shall at all times provide her complete cooperation in providing the Accounting Firm access to the books, accounts and other financial records as may be necessary. The Accounting Firm shall certify in writing to the Virginia State if Respondent fails to provide full and complete cooperation.

8. In the event that Respondent resigns her law license in accordance with the procedures set forth in Part 6, Section IV, Para. 13-27 of the Rules of the Supreme Court of Virginia, Respondent shall provide Bar Counsel a copy of the request and confirmation that she has resigned her license to practice law.

9. Upon resigning from the practice of law, Respondent shall notify Bar Counsel and provide written confirmation and proof within 30 days that she has closed her IOLTA trust account.

10. In the even that Respondent complies with paragraphs 8 and 9 of this Agreed Disposition, she will no longer be bound by the terms set forth in this Public Reprimand.

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

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

SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Joshua E. Hummer
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on MAY 11, 2021, a true and complete copy of the Subcommittee Determination (**PUBLIC Reprimand With Terms**) was sent by certified mail to Susan Leslie Fraser, Respondent, at The Law Office of Susan Leslie-Fraser, PO Box 147, Warrenton, VA 20188, Respondent's last address of record with the Virginia State Bar.



Paulo E. Franco, Jr.
Assistant Bar Counsel

VIRGINIA:

**BEFORE THE SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
SUSAN LESLIE FRASER**

VS **Docket No. 21-070-121165**

**AGREED DISPOSITION
PUBLIC REPRIMAND WITH TERMS**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar, by Paulo E. Franco, Jr., Assistant Bar Counsel, and Susan Leslie Fraser, Respondent, *pro se*, hereby enter into the following agreed disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. Respondent was admitted to the practice of law in the Commonwealth of Virginia on October 5, 1982. At all times relevant Respondent was a member of the Virginia State Bar ("VSB").
2. Heather Quang sought a divorce from her husband and contacted the Employee Assistance Program ("EAP") for help in getting in touch with counsel to represent her interests.
3. The EAP put Ms. Quang in touch with Respondent, and the two met sometime in 2017 to discuss her case. Ms. Quang did not retain Respondent at that time.
4. In September 2018 Ms. Quang again met with Respondent. On January 18, 2019 Ms. Quang signed a fee agreement for Respondent to represent her in her divorce.
5. As part of the agreement, Ms. Quang paid Respondent the agreed to advance fee of \$1,800.00 by way of PayPal.
6. Respondent admitted in her interview with the VSB that the PayPal account by which she receives advance fee payments is not connected to her trust account. Instead, she receives client advance fees in another account and then transfers the fees into her trust account. Respondent admitted that this procedure was used in handling Ms. Quang's advance payment of \$1,800.00.



7. Although Respondent acknowledged receiving an advance fee from Ms. Quang of \$1,800.00 via PayPal, she only had a record deposit into her trust account of only \$1,600.00, due to a book-keeping error which indicated an unpaid balance was due from their meeting.
8. Respondent did not maintain a client subsidiary ledger for Ms. Quang.
9. Respondent did not keep the trust records required by Rule 1.15 (c) and (d) of the Virginia Rules of Professional Conduct.
10. In July 2019, Ms. Quang advised Respondent that she was ready to proceed with the divorce.
11. On July 18, 2019, Respondent emailed Ms. Quang that she would be following up shortly.
12. Ms. Quang did not hear anything further from Respondent. On August 2 and 9 and September 4, 2019, she sent Respondent emails requesting an update.
13. On September 5, 2019, Respondent replied that she had been busy and that they would speak shortly.
14. In email correspondence dated November of 2019, Respondent advised Ms. Quang that she expected the divorce to be complete by January of 2020.
15. Throughout calendar year 2020, Ms. Quang sent numerous emails to Respondent asking for an update on the status of the divorce that was represented to have been completed in January of 2020.
16. Each time Respondent replied to Ms. Quang with varying reasons as to why the divorce had not been complete.
17. Ms. Quang and Respondent discussed whether Quang could proceed pro se, and Quang decided not to do so.
18. Pleadings were drafted by the Respondent, including a revised Property Settlement Agreement, Affidavits in support of the divorce, and Ms. Quang's husband sent on the endorsed Property Settlement Agreement and Acceptance of Service of Process sometime in August, 2020.
19. The Respondent fell ill with COVID-19 and did not return to full time work until mid November, 2020.
20. Respondent filed the divorce paperwork with the Court on December 10, 2020.
21. An order of divorce was entered on December 15, 2020.

22. Respondent was cooperative with the Virginia State Bar in its investigation of this case.
23. Respondent will retire from the practice of law due to ongoing health concerns and will resign her license to practice law at the conclusion of the cases she is currently handling in accordance with Part 6, Section IV, Para. 13-27 of the Rules of the Supreme Court of Virginia.

II. NATURE OF MISCONDUCT

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

Rule 1.3 *Diligence*

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

* * * *

Rule 1.4 *Communication*

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

* * * *

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:

(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;

(5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

(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.

(3) In the case of funds or property held by a lawyer as a fiduciary, the required books and records shall include an annual summary of all receipts and disbursements and changes in assets comparable in detail to an accounting that would be required of a court supervised fiduciary in the same or similar capacity; including all source documents sufficient to substantiate the annual summary.

(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.

(1) Insufficient Fund Reporting. All accounts are subject to the requirements governing insufficient fund check reporting as set forth in the Virginia State Bar Approved Financial Institution Agreement.

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(3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:

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(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.

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and Respondent tender to a subcommittee of the Seventh District Committee for its approval the agreed disposition of a Public Reprimand with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Seventh District Committee. The terms are as follows:

1. Within 15 days of the Subcommittee's Disposition, the Respondent shall confirm in writing to the Office of Bar Counsel her review of rule 1.15 of the Rules of Professional Conduct to Bar Counsel. Respondent has provided Bar Counsel written confirmation that she in compliance with this term.

2. If Respondent does not resign within 60 days of the date of entry of the Subcommittee's Disposition, Respondent shall engage the services of a certified public accounting firm ("Accounting Firm"), licensed in the Commonwealth of Virginia, to conduct periodic audits of Respondent's IOLTA trust account for the purposes of certifying compliance with Rule 1.15 of the Virginia Rules of Professional Conduct. Respondent shall provide the Accounting Firm with a copy of the Subcommittee's Disposition at the outset of the Accounting Firm's engagement.

3. On or before August 1, 2021, the Accounting Firm shall review Respondent's IOLTA trust account to ensure compliance with all provisions of 1.15 of the Virginia Rules of Professional Conduct.

4. On or before September 1, 2021, the Accounting Firm shall provide to Respondent and to the Bar Counsel its written report either certifying compliance with Rule 1.15 of the Rules of Professional Conduct or identifying the measures that Respondent must take to bring herself into compliance. The Accounting Firm shall thereafter provide four (4) written reports to Respondent and the Office of Bar Counsel every six months as follows: on or before March 1, 2022; September 1, 2022; March 1, 2023; and September 1, 2023. Unless an extension is granted by Bar Counsel to accommodate the Accounting Firm's schedule, each review in Paragraph 4 shall be completed by these dates, and all reviews shall be complete as of September 1, 2023.

5. In the event the Respondent is determined by the Accounting Firm to be not in compliance, she shall have thirty (30) days following the date the Accounting Firm issues its written report to bring herself into compliance. The Accounting Firm shall be granted access to Respondent's office, books, records, and files following the passage of the thirty (30) day period to determine whether Respondent has brought herself into compliance. The Accounting Firm shall thereafter certify in writing to the Bar Counsel and to Respondent either that Respondent has brought herself into compliance within the thirty-day (30) period, or that she has failed to do so. Respondent's failure to bring herself into compliance with the said Rules as of the conclusion of the aforesaid thirty (30) day period shall be considered a violation of the Terms set forth herein.

6. Respondent shall be obligated to pay when due the CPA's fees and costs for services, including provision to the Bar Counsel and to the Respondent of information concerning this matter.

7. Respondent shall at all times provide her complete cooperation in providing the Accounting Firm access to the books, accounts and other financial records as may be necessary. The Accounting Firm shall certify in writing to the Virginia State if Respondent fails to provide full and complete cooperation.

8. In the event that Respondent resigns her law license in accordance with the procedures set forth in Part 6, Section IV, Para. 13-27 of the Rules of the Supreme Court of Virginia, Respondent shall provide Bar Counsel a copy of the request and confirmation that she has resigned her license to practice law.

9. Upon resigning from the practice of law, Respondent shall notify Bar Counsel and provide written confirmation and proof within 30 days that she has closed her IOLTA trust account.

10. In the even that Respondent complies with paragraphs 8 and 9 of this Agreed Disposition, she will no longer be bound by the terms set forth in this Public Reprimand.

If any of the terms are not met by the dates set forth above, Respondent agrees that the District Committee shall impose a Certification for Sanction Determination pursuant to Part 6, §

IV, ¶ 13-15.G of the Rules of the Supreme Court of Virginia. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

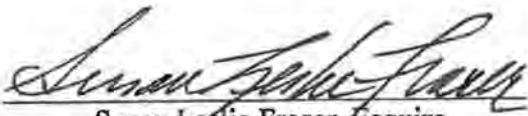
If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

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 subcommittee considering this agreed disposition.

THE VIRGINIA STATE BAR



Paulo E. Franco, Jr.
Assistant Bar Counsel



Susan Leslie Fraser, Esquire
Respondent