

**VIRGINIA:**

**IN THE CIRCUIT COURT OF THE CITY OF COLONIAL HEIGHTS**

**VIRGINIA STATE BAR EX REL  
THIRD DISTRICT, SECTION III COMMITTEE  
VSB Docket No. 23-033-127783**

**Complainant**

**v.**

**Case No.: CL 23000469-00**

**ERNEST MAXIE HOLLEMAN, JR.**

**Respondent**

**AGREED DISPOSITION MEMORANDUM ORDER  
FOR A PUBLIC REPRIMAND WITH TERMS**

This matter came to be heard on January 23, 2024, 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 Honorable Benjamin Elliott Bondurant, Judge of the Ninth Judicial Circuit, Designated Chief Judge, the Honorable Ricardo Rigual, Judge of the Fifteenth Judicial Circuit, and the Honorable Tonya Henderson-Stith, Judge of the Eighth Judicial Circuit. Ernest Maxie Holleman, Jr. was present and was represented by counsel, Prescott L. Prince. The Virginia State Bar appeared through its Assistant Bar Counsel, Joseph M. Caturano, Jr. 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 Jennifer Thomas, 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 and Demand, Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation,

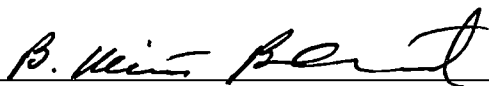
It is **ORDERED** that the Circuit Court accepts the Agreed Disposition, and the Respondent shall receive a Public Reprimand with Terms. The Agreed Disposition is attached to and incorporated in this Memorandum Order.

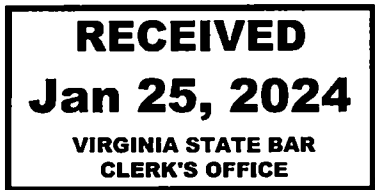
It is further **ORDERED** that the sanction is effective January 23, 2024.

The Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9 E. of the Rules.

A copy teste of this Order shall be mailed, to the Respondent, Ernest Maxie Holleman, Jr. at his last address of record with the Virginia State Bar, 115 Maple Avenue, Colonial Heights, VA 23834, with an attested copy to: Joseph M. Caturano, Jr., Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219-0026, and to Prescott L. Prince, Respondent's Counsel, 1901 Huguenot Road, Suite 200, N. Chesterfield, VA 23235, and to the Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219-0026.

ENTERED THIS 25<sup>th</sup> DAY OF JANUARY, 2024

  
\_\_\_\_\_  
The Honorable Benjamin Elliott Bondurant  
Chief Judge



VIRGINIA:

IN THE COLONIAL HEIGHTS CIRCUIT COURT

VIRGINIA STATE BAR EX REL  
THIRD DISTRICT, SECTION III COMMITTEE  
VSB Docket 23-033-127783

Complainant,

CL 23-469

v.

ERNEST M. HOLLEMAN, JR.,

Respondent.

**REVISED AGREED DISPOSITION  
PUBLIC REPRIMAND WITH TERMS**

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 Joseph M. Caturano, Jr., Esquire, Assistant Bar Counsel; Ernest M. Holleman, Jr. (“Respondent”); and Prescott L. Prince, Esquire, counsel for Respondent; hereby enter the following Agreed Disposition arising out of the referenced matter.

**I. STIPULATIONS OF FACT**

1. Respondent was admitted to the Virginia State Bar (“VSB”) in 1975. At all relevant times, Respondent was a member of the VSB.
2. Donald Kroener hired Respondent to represent him regarding his daughter, Stacy Morris’s estate (the “Estate”). Forrest Kroener (“Complainant”) is the son of Donald Kroener. Donald is of advanced age and hearing and vision impaired.
3. Stacy Morris resided in Arkansas until March 11, 2021 when she passed away without a will. Her Estate included real and personal property in Arkansas, and possibly a significant 401(k) account. Without Donald Kroener’s knowledge, Stacy Morris’s friend, Nan-

cy Howard, filed a petition to be appointed the administrator of the Estate, and was so appointed on May 20, 2021, by an Arkansas probate court. Donald Kroener disagreed with numerous actions taken by Ms. Howard as administrator. Ms. Howard represented that she was "like a daughter" to Ms. Morris, and that on her deathbed, Ms. Morris expressed her desire that the proceeds of the Estate go to Ms. Howard, charities, and several other friends from work. Ms. Howard conducted an heir search and identified Donald Kroener, Stacy Morris's father.

4. By letter dated August 31, 2021, Ms. Howard's attorney, Duff Nolan, mailed Donald Kroener papers, including a proposed "Estate Settlement Agreement," requesting that Mr. Kroener disclaim his interest in his deceased daughter's estate. Donald Kroener did not agree to or execute the proposed settlement agreement.
5. Donald Kroener asked Respondent if he would represent him in his daughter's estate in the recovery of whatever assets to which he may be entitled.
6. On September 13, 2021, Respondent and Donald Kroener executed a retainer agreement, which set forth:

I/We the undersigned, hereby retain Ernest M. Holleman, Jr. for the purpose of representing me/us in the following legal matter:

Estate of Stacy L. Blaney, Deceased  
(Daughter of Don Kroener)

It is mutually agreed that your attorney's compensation for services rendered in my/our behalf in this matter shall be a sum equal to one or more of the following: (1) 20 % of verdict obtained or compromised upon on settlement, plus unreimbursed costs. (2) \$ N/A per hour for all attorney work effort

7. Respondent was not and is not admitted in Arkansas, but identified and associated local counsel, Dennis Molock, in October 2021. Mr. Molock indicated that it would be December before he would have much time to devote to Mr. Kroener's representation. Mr. Molock and Respondent never discussed how Mr. Molock would be paid, and Respond-

ent never discussed how Mr. Molock would be paid with Mr. Kroener. Respondent believed Mr. Molock would be paid from the proceeds of the Estate.

8. On November 5, 2021, in her capacity as administrator of the estate, Nancy Howard executed a contract for the sale of certain Arkansas real property in the estate, 213/215 Hwy. 13, Humphrey, Arkansas 72073 (the "Property") for a purchase price of \$50,000.
9. In November and December 2021, Respondent conducted legal research regarding the law in Arkansas regarding the settlement of an estate.
10. On January 3, 2022, Ms. Howard filed a "Petition to Sell Real Property of Administration" in the Probate Division of the Circuit Court of Arkansas County in the Estate, pursuant to the November 5, 2021 contract for sale of the Property. Respondent stated in his response to the bar complaint that this proposed sale was "suspicious" because of the two-month gap between the signing of the contract and the petition, and because there were "questionable expenditures" by Nancy Howard, which were approved by the probate court and paid, in connection with preparing the Property for sale. Respondent stated that he discussed his suspicions with Donald Kroener, who agreed.
11. On January 24, 2022, Respondent wrote to Mr. Molock and enclosed a "Brief for Donald Kroener, Sole Heir, Stacy L. Morris, Estate." The brief identified four "issues":
  - the probate court's failure to require a bond of Ms. Howard;
  - a basic, horn book explanation of fiduciary obligations;
  - lack of due process in the appointment of Ms. Howard as administrator of the estate because Donald Kroener did not have notice or an opportunity to be heard; and
  - an argument that the court should remove Ms. Howard as administrator pursuant to relevant Arkansas statutes.
12. On January 25, 2022, Mr. Molock emailed Respondent:

A local appraiser has put a value of \$35,000.00 on the property. The attorney has received an offer in the sum of \$50,000.00 from a lady who works for the City of Humphrey (I think a city court clerk). Apparently, her financing is approved and

they are ready to close but for our interruption. I did not know Mr. Kroener's position on the sale of the property. I doubt that he has any sentimental attachment to it and having property sitting vacant in a rural area is never good. My initial feeling is that proceeding with the sale at that price would be advantageous.

13. Respondent wrote to Donald Kroener on January 27, 2022, "I recommend that if we ultimately accept this offer we obtain other value information first to see if this offer amounts to a fair deal for you."
14. By letter dated January 31, 2022, Respondent wrote to Mr. Molock describing what he considered "a series of red flags pointing to the mismanagement of estate funds." Donald Kroener co-signed this letter to Mr. Molock. Respondent stated that he did not hear from Mr. Molock between January 31, 2022 and June 8, 2022.
15. On June 2, 2022, Respondent applied to the Clerk of the Arkansas Appeals Court for permission to proceed as counsel of record *pro hac vice* in the Estate matter.<sup>1</sup> In that letter, Respondent also asked the Court to provide him with a copy of the local rules of court and inquired about the procedures regarding setting a hearing, and any specific requirements regarding written motions. Respondent's motion was granted.
16. On June 9, 2022, Mr. Molock wrote to Respondent, apologizing for his failure to get back to him in response to the January 31, 2022 letter, and explaining that his new duties as a deputy prosecuting attorney had consumed most of his time. He also wrote:

I have previously sent you a copy of the Petition to Sell Real Property. There is actually no need for the property to be sold to pay claims, and your client is enti-

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<sup>1</sup> Rule XIV(c) of the Arkansas Rules Governing Admission to the Bar requires that "the motion of the non-resident attorney seeking permission to participate in Arkansas proceedings must be accompanied by an affidavit of the resident practicing Arkansas attorney with whom the non-resident attorney will be associated in the proceeding of a particular case." Rule XIV(b) also requires: "a statement that the non-resident attorney is familiar with the Arkansas Supreme Court Rules of Professional Conduct governing the conduct of members of the Bar of Arkansas, and will at all times abide by and comply with the same so long as such Arkansas proceeding is pending and said Applicant has not withdrawn as counsel therein."

tled to receive it as an in-kind distribution if he desires. As for your request for an accounting, a final accounting is typically prepared, filed and submitted to all parties having an interest in the estate for review and approval or objections.

17. Mr. Molock's June 9, 2022 letter also noted that a hearing had been set for June 24, 2022.
18. On June 17, 2022, Respondent and Mr. Molock exchanged emails. Relevant portions are set forth below:

*Respondent:* I have talked with Mr. Kroener about the Petition to sell Real Property. He is inclined to receive it as an in-kind distribution.

*Mr. Molock:* I do not anticipate there being a problem in receiving the real property as an in-kind distribution, and receiving a deed from the estate in a relatively short period of time. . . I just received emails setting out next week's trial dockets and see that you are listed as appearing via zoom at the Friday hearing. Is that correct?

*Respondent:* Yes, Dennis, I am appearing by Zoom mostly to familiarize myself with courtroom civil procedure, so if need be I can assist. I secured appeal court permission to proceed as a counsel of record pro hac vice.

19. On June 23, 2022, Mr. Molock filed an "Objection to Petition to Sell Real Property and Request for In-Kind Distribution" and "Objections to Inventory" in the Matter of the Estate. Respondent stated that the legal and factual information that he and Mr. Molock gathered formed the basis for these filings, each of which was two pages long.
20. On June 24, 2022, the hearing proceeded. Respondent was present virtually, but did not speak. Mr. Molock spoke for Donald Kroener. On June 29, 2022, the Court entered its order: (1) finding the inventory insufficient as to personal property, (2) requiring the administrator to file an accounting, and (3) "the heir, Donald Kroener, shall have 30 days within which to make a decision as to whether he wishes the Administratrix to deed the property to him, thereby relieving the estate of any further obligation as to the property or, in the alternative, whether he wishes the property to be sold."

21. In July 2022, Donald Kroener's wife passed away.
22. On July 28, 2022, Respondent emailed the court administrator: "My client Donald Kroener, sole heir at law wishes the Administratrix in this case to deed the two real estate parcels to him listed in the Inventory as an in-kind distribution per the Court Order of June 29, 2022."
23. By letter dated September 6, 2022, Respondent wrote to Donald Kroener providing an update on the Estate, in response to a voicemail left by Mr. Kroener asking Respondent to stop working on the case. Respondent wrote:

In September of last year you asked me to help you with the estate of your daughter. You were concerned that the Administratrix was with help of her counsel trying to obtain all rights to the estate to your financial detriment. Being your friend and attorney for over 20 years, I too was concerned for you and I answered your call for help.

I did extensive legal research to determine your legal rights. I secured local Arkansas legal help to assist me as well. . . My efforts on your behalf so far Don have not been in vain. I have been successful in preventing the Administratrix from selling real estate to fund her undisclosed expenditures while at the same time gaining for you title to said real estate through Court Order.

\* \* \* \* \*

Still in issue in this matter is the question of what monies have come out of your daughter's financial accounts and exactly where that money is now or where it has been spent.

24. Donald Kroener terminated Respondent's services on or about September 6, 2022. On September 9, 2022 Respondent provided Donald Kroener with a "Statement for Professional Services," which set forth:



STATEMENT FOR PROFESSIONAL SERVICES

(September 13, 2021--September 9,2022)

Client consultations and client correspondence, Correspondence with Attorneys, Court officials. Completed Arkansas Non-resident Attorney Bar Application and paid fee, Arkansas Attorney Search, Legal review of selected Arkansas State Statutes from Title 28 on Wills, Estates, and Fiduciary Relationships, Disclaimer of Property, Intestate succession, Probate and Grant of Estate Administration, Personal Representatives, Asset management, Accounting, Distribution and Discharge, Claims against estate, Inventories, Forms and checklists, Arkansas State Handbook, Arkansas Supreme Court Library, appraisal review, Zoom court attendance, Pleading and petition review, Advice and counsel, memorandum preparation and Court Order Review and email court contact regarding client's desire to have 2 parcel real estate in kind distribution.

PROFESSIONAL LEGAL FEES: \$16,200.00

CLIENT COSTS ADVANCED:  
consisting of Out of State  
and Non-resident Arkansas  
Pro Hac Vice attorney fee  
payment; Arkansas Probate  
and Estate Administration  
Book:

980.90

PROFESSIONAL FEES & COSTS: \$17,180.90

25. Upon receipt of this Statement, on September 12, 2022, Donald Kroener paid Respondent \$17,180.90 by check. On October 5, 2022, Respondent again wrote to Donald Kroener:

Stopping the Administratrix's attempt to sell the real estate was a problem successfully overcome by us in securing for you the right to an in-kind distribution of real estate which would enable you to sell the real estate yourself outside of the control of the Administratrix and her attorney.

Thus, my attorneys fees per our written agreement is 30% of the \$50,000 fair market value (per \$50,000 contract offer) of the [Property] and 30% of the \$4,000 value of Montanoso Way, Lot 7, Hot Springs Village, Arkansas 71909. My fees are calculated as \$54,000 x30% = \$16,200 in attorneys fees plus \$980.90 in reimbursement of costs advanced on your behalf for the last 13 months of your representation.

26. On October 6, 2022, a deed was executed and recorded conveying the Property to Donald Kroener. On November 11, 2022, Forrest Kroener paid Mr. Molock \$2,700 for his work regarding the Estate on behalf of his father.
27. On December 19, 2022, Complainant filed a bar complaint against Respondent regarding his representation of his father. He alleged that Respondent engaged in unethical billing,

failed to keep his father reasonably informed regarding the settlement of the Estate, and failed to accomplish anything beyond diminishing the value of the Estate. Complainant further complained that Mr. Molock had not been paid, and that in November 2022, Complainant drove to Arkansas to handle Estate matters which his father had expected Respondent to handle. Complainant further stated that when it became apparent that the 401(k) account would not be available to include in the calculation of Respondent's fee, Respondent dropped Donald Kroener as a friend and client.

28. On January 5, 2023, Complainant, as Power of Attorney for Donald Kroener, and Ms. Howard entered into an Estate Settlement Agreement providing for the final disposition of the remaining assets in the Estate. The Estate Settlement Agreement provided for Duff Nolan to be paid \$26,676.63 in attorney's fees for his representation of the Estate and Ms. Howard as administrator of the Estate.
29. As of April 20, 2023, the Property had not been sold. Complainant reported that he had offered to sell the Property to a neighbor for \$36,000.
30. Respondent has had no instances of prior discipline in the last twenty years.
31. Respondent has agreed to reimburse Donald Kroener his legal fees in the amount of \$17,180.90 and retire from the practice of law.

## II. NATURE OF MISCONDUCT

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

*By charging Donald Kroener \$17,180.90, for basic legal research on Arkansas probate laws in connection with an Arkansas estate, where all assets of the estate are in Arkansas, where only one heir exists, and where Respondent was not admitted in Arkansas, Respondent's fee was*

*unreasonable for a number of reasons, including that (1) Respondent's fee was not consistent with the fee agreement, (2) Respondent's fee was not determined on a quantum meruit basis, (3) Respondent's fee was not comparable to the fee customarily charged in Arkansas for similar legal services, (4) Respondent did not achieve successful results and it was not justified by the amount in dispute, (5) the issues presented were not novel or difficult, and (6) there was no likelihood that the representation would preclude Respondent from accepting other employment, Respondent thus violated Rule 1.5(a) of the Virginia Rules of Professional Conduct and the Arkansas Rules of Professional Conduct.*

#### **Virginia & Arkansas 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 adequately explain to his client, Donald Kroener, how a contingency fee would be calculated in the context of an estate, and by setting forth the contingency fee as "30% of verdict obtained or compromised upon settlement" where there was no possibility of a verdict or settlement, Respondent violated Rule 1.5(b) & (c) of the Virginia Rules of Professional Conduct.*

*By failing to adequately explain or communicate to his client, Donald Kroener, the basis or rate of the fee and the expenses for which Donald Kroener would be responsible, and whether*

*expenses are to be deducted before or after the contingency fee is calculated, Respondent violated Rule 1.5(b) & (c) of the Virginia Rules of Professional Conduct and Rule 1.5(b) & (c) of the Arkansas Rules of Professional Conduct.*

**Virginia Rule 1.5 (Fees)**

(b) The lawyer's fee shall be adequately explained to the client. When the lawyer has not regularly represented the client, the amount, basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall state in writing the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

**Arkansas Rule 1.5 (Fees)**

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall be in writing and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable where or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

*By charging significant legal fees in a legal matter in which Respondent knew or should have known that he had no relevant legal services to offer, Respondent violated Rule 8.4(b) of the Virginia and Arkansas Rules of Professional Conduct.*

**Virginia 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[.]

**Arkansas Rule 8.4 (Misconduct)**

It is professional misconduct for a lawyer to:

(b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects.

**III. PROPOSED DISPOSITION**

Accordingly, Joseph M. Caturano, Jr., Esquire, Assistant Bar Counsel; Ernest M. Holleman, Jr., Respondent; and Prescott L. Prince, Esquire, counsel for Respondent; tender to the Three-Judge Panel for its approval the Agreed Disposition of a Public Reprimand with Terms as representing an appropriate sanction if this matter was to be heard through an evidentiary hearing by the Three-Judge Panel.

The Virginia State Bar, Respondent, and counsel for Respondent agree that, should the Three-Judge Panel reject this Agreed Disposition, the Three-Judge Panel retains jurisdiction to hear this matter on February 22-23, 2024, or anytime thereafter.

The Terms with which Respondent must comply are as follows:

1. Respondent shall immediately stop taking new clients. Respondent shall certify compliance with this term in writing to Assistant Bar Counsel within ten (10) days after approval of this Agreed Disposition by the Three-Judge Panel.
2. Respondent shall immediately take his law firm website down, if any, and Respondent shall immediately stop all advertising. Respondent shall certify compliance with this term in writing to Assistant Bar Counsel within ten (10) days after approval of this Agreed Disposition by the Three-Judge Panel.
3. Respondent shall take Retired status with the Virginia State Bar as soon as possible, but no later than January 30, 2024. Respondent shall certify compliance with this term in writing to Assistant Bar Counsel within ten (10) days after approval of this Agreed Disposition by the Three-Judge Panel. Furthermore, Respondent's transfer to Retired class of membership with the Virginia State Bar shall be permanent. Respondent shall file a Declaration with the Clerk of the Virginia State Bar's Membership Department that he will not seek transfer from Retired class of membership.
4. As soon as is practicable, and no later than January 30, 2024, Respondent shall give notice of his Retirement to all clients for whom he is currently handling matters and to all opposing attorneys and the presiding judges in all pending litigation.
5. As soon as is practicable, and no later than January 30, 2024, Respondent shall make appropriate arrangements for the disposition of matters then in his care in conformity with his clients' wishes.
6. On or before January 30, 2024, Respondent shall close any trust account, refund any unearned fees or other client funds in his possession to his respective clients and shall furnish proof to Assistant Bar Counsel that such refunds have been made, no later than January 30, 2024.
7. On or before January 30, 2024, Respondent shall furnish proof to Assistant Bar Counsel that such notices have been timely given and such arrangements have been made for the disposition of all matters; and
8. On or before March 31, 2024, Respondent shall deliver to his attorney, Prescott L. Prince, Esquire, certified funds or a cashier's check or a treasurer's check, in the sum of \$17,180.90, made payable to Donald Kroener. Respondent agrees that Prescott L. Prince, Esquire, shall then deliver said funds to Assistant Bar Counsel to forward to Donald Kroener. (Neither Donald Kroener nor Complainant are parties to this disciplinary proceeding. Thus, payment to Donald Kroener in accordance with this disciplinary proceeding does not establish or create civil liability of Respondent to Donald Kroener or Complainant, operate to discharge and release the Respondent from claims of further liability, if any, to Donald Kroener or Complainant, or impair the right of the Respondent to assert any defenses to such claims.)

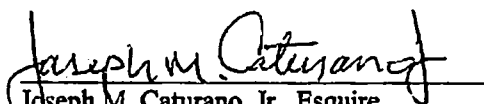
If the Terms, as specified above, are not met by the due dates, as specified above, pursuant to Part 6, § IV, ¶ 13-18.O of the Rules of the Supreme Court of Virginia, Respondent agrees that the alternative disposition shall be the revocation of Respondent's law license.

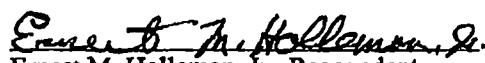
Any proceeding initiated due to failure to comply with the Terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to Part 6, § IV, ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

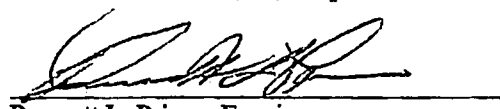
Pursuant to Part 6, § IV, ¶ 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the Three-Judge Panel considering this Agreed Disposition.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to Part 6, § IV, ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

THE VIRGINIA STATE BAR

  
Joseph M. Caturano, Jr., Esquire  
Assistant Bar Counsel, Virginia State Bar

  
Ernest M. Holleman, Jr., Respondent

  
Prescott L. Prince, Esquire  
Counsel for Respondent