

VIRGINIA:

BEFORE THE FIFTH DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
ADAM TURNER KRONFELD

VSB Docket No. 23-051-128718
22-051-125097

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On December 7, 2023, a meeting was held in this matter before a duly convened Fifth District Section I Subcommittee consisting of Tara Mooney, Chair, Michael Kim, member, and Marshall Rose, lay member. 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 Richard W. Johnson, Jr., Assistant Bar Counsel, and Adam Kronfeld, (“Respondent”), pro se.

WHEREFORE, the Fifth District Section I Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. **FINDINGS OF FACT**

VSB Docket No. 22-051-125097

1. On May 3, 2021, Anna Baranova (“Baranova”) retained Adam Kronfeld (“Respondent”) to represent her in custody matters involving her daughter, LB. Respondent filed a Petition for Custody of LB in Fairfax Juvenile and Domestic Relations Court on May 13, 2021.
2. On July 14, 2021, opposing counsel issued discovery to Baranova. Answers were due on August 3, 2021. Respondent advised VSB Investigator Ron McCall (“McCall”) that he had been in contact with opposing counsel about the delayed discovery responses. There is no indication that opposing counsel allowed an extension for filing the responses.
3. On August 31, 2021, Baranova provided Respondent with completed responses to discovery. On September 10, 2021, opposing counsel filed a Motion to Compel and for

Discovery Sanctions based on the late responses. A Hearing was set for November 9, 2021.

4. On November 4, 2021, over two months after receiving responses from Baranova and on the eve of the hearing on the Motion to Compel, Respondent emailed his edited discovery responses to Baranova for review. On November 5, 2021, Respondent sent Baranova's discovery responses to opposing counsel. At the November 9, 2021 hearing on the Motion to Compel Discovery, the Court ordered Baranova to provide additional information to opposing counsel. Respondent sent opposing counsel supplemental answers to interrogatories on November 12, 2021.
5. On December 14, 2021, the Court awarded custody to LB's father. On December 22, 2021, the Court awarded \$3,378.00 in attorney's fees because of discovery violations.
6. When asked by the Bar why it took two months after he received responses from Baranova to send the responses to opposing counsel, Respondent explained that "it was the last thing he wanted to look at." Respondent acknowledged his duty to his client and questioned why he let it sit so long. Respondent admitted he could have done a better job getting discovery timely filed.

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7. On January 7, 2021 Jennifer Crandall ("Crandall") retained Respondent to represent her in an attorney fee dispute matter and potential legal malpractice claim against her former divorce attorney Chanda Kinsey ("Kinsey").
8. On March 8, 2021, Kinsey filed a Warrant in Debt against Crandall in Fairfax General District Court. On August 26, 2021, Crandall, through Respondent, filed a counterclaim in Fairfax General District Court against Kinsey alleging malpractice.
9. On December 6, 2021, Respondent filed a Motion to Non-Suit the malpractice case in General District Court, which was granted on December 22, 2021. On January 5, 2022, Respondent refiled the malpractice case in Fairfax Circuit Court. On April 21, 2022, the General District Court entered judgment in the fee case for Kinsey. Respondent noted Crandall's appeal on May 2, 2022 and Crandall posted an appeal bond in the amount of \$30,741.16 on May 6, 2022. On September 1, 2022, the matters were consolidated in Fairfax Circuit Court.

Discovery Issues – Fee Case

10. On June 16, 2022, Kinsey issued interrogatories to Respondent with a due date of July 7, 2022. On July 4, 2022, Crandall informed Respondent she had not answered any of the discovery. On July 8, 2022, opposing counsel emailed Respondent demanding responses by July 11, 2022 or she would file a Motion to Compel. Respondent did not respond and

there is no indication that Respondent told Crandall of the email from opposing counsel.

11. On July 15, 2022, opposing counsel filed a Motion to Compel Discovery and for Sanctions. The Court set a hearing for July 29, 2022. Crandall was not aware of any issues with discovery and was unaware of the Motion to Compel.
12. The attorneys submitted an Agreed Order on July 28, 2022 and continued the matter until August 12, 2022. Per the Agreed Order, Respondent sent a \$900.00 check to opposing counsel for attorney's fees and costs. Respondent did not inform Crandall about the hearing, Agreed Order, or that he paid the attorney's fees.
13. The Court entered an order on August 12, 2022 removing the Motion to Compel from the docket, but required Crandall to provide printed, hard copies of her responses on or before August 17, 2022. The Court ordered that any evidence not disclosed by August 17, 2022 would be excluded at trial. The Court ordered Crandall to pay an additional \$600.00 in attorney's fees. On September 16, 2022, the Court entered an order precluding Crandall from presenting any evidence not disclosed before August 17, 2022. Respondent paid the attorney's fees award. Respondent did not tell Crandall about the hearing or that he paid the attorney's fees.
14. The final trial date on the fee matter was set for April 3, 2023. On March 10, 2023, Kinsey filed a Motion for Partial Summary Judgment asking the Court to strike the affirmative defense posited by Respondent. On March 24, 2022, Fairfax Circuit Court verbally granted the motion.
15. Crandall told the Bar that Respondent did not tell her about the hearing or the ruling. Crandall stated she was informed of the Partial Summary Judgment Order by the Commissioner of Sale of her marital home. Respondent did not deny failing to inform Crandall of the hearing or ruling.
16. On March 29, 2023, Crandall emailed Respondent seeking information about the partial summary judgment ruling. Respondent did not respond. On March 30, 2023, she again emailed Respondent and asked why he had not responded. Respondent replied the next day advising that he would contact Crandall at 1:00 p.m. that day. Respondent did not contact Crandall until April 3, 2023, the morning of trial. Crandall erroneously thought the trial date of April 3, 2023 had been continued.
17. On April 3, 2023, during a phone call, Crandall said Respondent admitted that he had erred with her case and convinced her to settle. Respondent told her that he had "dropped the ball." Crandall stated that Respondent advised that he "would make her whole." Respondent told Crandall that he had told his firm and they were "aware of everything." Respondent stated that he told Crandall that he "would" talk to the firm about self-reporting. She advised that he told her there would not be a judgment against her, she should release the bond she previously posted, and that he would alert his malpractice

carrier. Crandall stated she agreed to settle because Respondent told her that she was not going to be left “holding the bag.”

18. On April 3, 2023, the Court entered a consent order granting judgment to Kinsey in the principal amount of \$21,078.16 with interest. The order obliged Crandall to also pay collection costs of \$7,789.00 and attorney’s fees of \$24,285.00.
19. Jason Zellman (“Zellman”), managing partner of Surovell, Isaacs & Levy, advised Investigator McCall that Respondent’s supervisors at the firm learned of some of the events through a third party and terminated Respondent on April 3, 2023. Respondent had not previously told the partners he had “dropped the ball” nor were the partners “aware of everything.”
20. Respondent told the Bar he intended to tell the partners about the matter and inform his insurance carrier, but did not because he was terminated by the end of the day.

Discovery Issues – Malpractice Case

20. On May 6, 2022, opposing counsel propounded discovery upon Crandall with a due date of May 27, 2022. Respondent failed to timely respond and on June 9, 2022, opposing counsel emailed Respondent asking when they could expect responses. Respondent did not respond. Crandall stated she provided Respondent with all the information he asked for.
21. On June 23, 2022, Kinsey filed a Motion to Compel Discovery. The attorneys submitted a Consent Order on July 7, 2022 requiring Crandall to provide full and complete responses to discovery by July 21, 2022. The claim for attorney fees was reserved. There is no indication that Respondent told Crandall about the Motion to Compel or the Consent Order.
22. On August 18, 2022, nearly a month after the date ordered by the court, Respondent transmitted discovery responses to opposing counsel. On August 19, 2022, following a hearing, the Fairfax Circuit Court entered an order requiring Kinsey to provide an attorney’s fee affidavit within 45 days and Crandall to fully comply with discovery within 30 days. There is no indication that Crandall knew about this hearing.
23. On September 22, 2022, Kinsey refiled a Motion to Compel and Sanctions. On October 21, 2022, the Court dismissed the malpractice matter, with prejudice, as a discovery sanction. The Court ordered Crandall to pay \$4,728.00 in attorney’s fees. Respondent again paid the attorney’s fees. Respondent did not inform Crandall of the hearings or that he paid the attorney’s fees. Crandall stated she was unaware of any problems with discovery.
24. Zellman advised there was a previous case in which Respondent failed to diligently represent a client that resulted in sanctions. In that matter, Respondent paid the \$25,000.00 sanction himself.

25. Respondent admitted he paid the sanctions to opposing counsel in both the fee and malpractice cases. Respondent acknowledged that he paid the \$25,000.00 sanction in the previous matter.
26. Respondent acknowledged he was having a “tough time” during this period, and he avoided dealing with aggressive attorneys and difficult clients. Respondent stated that he had a therapist but discontinued when he lost his job due to financial constraints.
27. Respondent has no disciplinary history and cooperated with the Bar’s investigation.

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.
- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.
- (c) A lawyer shall not intentionally prejudice or damage a client during the course of the professional relationship, except as required or permitted under Rule 1.6 and Rule 3.3.

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.
- (c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter.

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

(d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.

(e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand with

Terms. The terms are:

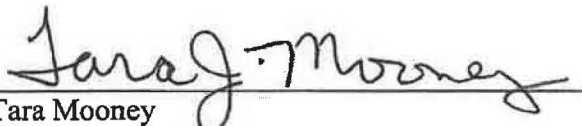
1. For a period of three (3) years following the entry of this Subcommittee Determination (Public Reprimand with Terms), Respondent will not engage in any conduct that violates the Virginia Rules of Professional Conduct, including any amendments thereto, and/or which violates any analogous provisions, and any amendments thereto, of the disciplinary rules of another jurisdiction in which Respondent may be admitted to practice law. The terms contained in this paragraph will be deemed to have been violated when any ruling, determination, judgment, order, or decree has been issued against Respondent by a disciplinary tribunal in Virginia or elsewhere, containing a finding that Respondent has violated one or more provisions of the Rules of Professional Conduct referred to above, provided, however, that the conduct upon which such finding was based occurred within the period referred to above, and provided, further, that such ruling has become final.
2. On or before October 31, 2024, Respondent will complete nine (9) hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of legal ethics and professionalism. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward his Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify his compliance with the terms set forth in this paragraph by delivering a fully and properly executed Virginia MCLE Board Certification of Attendance form (Form 2) to Bar Counsel, promptly following his attendance of each such CLE program(s).
3. No later than thirty (30) days after this Agreed Disposition is approved, Respondent will contact the Judges and Lawyers Assistance Program ("JLAP") to schedule an evaluation to be

conducted by JLAP. Thereafter, Respondent will fully participate in the evaluation conducted by JLAP and will implement all of JLAP's recommendations. Respondent will enter into a written contract with JLAP for a minimum period of twelve (12) months and will comply with the terms of such contract, including meeting with JLAP and its professionals, as directed. Respondent authorizes JLAP to provide monthly reports to Bar Counsel stating whether Respondent is in compliance with JLAP's contract with Respondent. Pursuant to Paragraph 13-15.F, bar counsel will monitor Respondent's compliance with the JLAP contract. If a JLAP representative and Bar Counsel determine that Respondent is not in substantial compliance with his/her contract, Bar Counsel will serve notice requiring Respondent to show cause why the alternative disposition will not be imposed.

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 must hold a hearing and Respondent must be required to show cause why a Certification for Sanction determination 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 must assess costs.

FIFTH DISTRICT SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR


Tara Mooney
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on 12/11/23, a true and complete copy of the Subcommittee Determination Public Reprimand With Terms was emailed to akronfeld@cookcraig.com, and sent by certified mail to Adam Kronfeld, Respondent, at 3050 Chain Bridge Road, Suite 200, Fairfax, Virginia 22030, Respondent's last address of record with the Virginia State Bar.



Richard W. Johnson Jr.
Assistant Bar Counsel

VIRGINIA:

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AGREED DISPOSITION
PUBLIC REPRIMAND WITH TERMS

Pursuant to the Rules of Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar, by Richard W. Johnson Jr., Assistant Bar Counsel, and Adam Turner Kronfeld, Respondent, *pro se*, enter into the following agreed disposition arising out of this matter.

I. STIPULATIONS OF FACT

VSB Docket No. 22-051-125097

1. On May 3, 2021, Anna Baranova (“Baranova”) retained Adam Kronfeld (“Respondent”) to represent her in custody matters involving her daughter, LB. Respondent filed a Petition for Custody of LB in Fairfax Juvenile and Domestic Relations Court on May 13, 2021.
2. On July 14, 2021, opposing counsel issued discovery to Baranova. Answers were due on August 3, 2021. Respondent advised VSB Investigator Ron McCall (“McCall”) that he had been in contact with opposing counsel about the delayed discovery responses. There is no indication that opposing counsel allowed an extension for filing the responses.
3. On August 31, 2021, Baranova provided Respondent with completed responses to discovery. On September 10, 2021, opposing counsel filed a Motion to Compel and for Discovery Sanctions based on the late responses. A Hearing was set for November 9, 2021.
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additional information to opposing counsel. Respondent sent opposing counsel supplemental answers to interrogatories on November 12, 2021.

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had not previously told the partners he had “dropped the ball” nor were the partners “aware of everything.”

20. Respondent told the Bar he intended to tell the partners about the matter and inform his insurance carrier but did not because he was terminated by the end of the day.

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27. Respondent acknowledged he was having a “tough time” during this period, and he avoided dealing with aggressive attorneys and difficult clients. Respondent stated that he had a therapist but discontinued when he lost his job due to financial constraints.
28. Respondent has no disciplinary history and cooperated with the Bar’s investigation.

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.
- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.
- (c) A lawyer shall not intentionally prejudice or damage a client during the course of the professional relationship, except as required or permitted under Rule 1.6 and Rule 3.3.

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.
- (c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter.

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.
- (e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law[.]

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and Respondent tender to a subcommittee of the Fifth District, Section I 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 Fifth District, Section I Committee. The terms shall be met by October 31, 2024 and are as follows:

1. For a period of three (3) years following the entry of this Subcommittee Determination (Public Reprimand with Terms), Respondent will not engage in any conduct that violates the Virginia Rules of Professional Conduct, including any amendments thereto, and/or which violates any analogous provisions, and any amendments thereto, of the disciplinary rules of another jurisdiction in which Respondent may be admitted to practice law. The terms contained in this paragraph will be deemed to have been violated when any ruling, determination, judgment, order, or decree has been issued against Respondent by a disciplinary tribunal in Virginia or elsewhere, containing a finding that Respondent has violated one or more provisions of the Rules of Professional Conduct referred to above, provided, however, that the conduct upon which such finding was based occurred within the period referred to above, and provided, further, that such ruling has become final.
2. On or before October 31, 2024, Respondent will complete nine (9) hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of legal ethics and professionalism. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward his Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify his compliance with the terms set forth in this paragraph by delivering a fully and properly executed Virginia MCLE Board Certification of Attendance form (Form 2) to Bar Counsel, promptly following his attendance of each such CLE program(s).
3. No later than thirty (30) days after this Agreed Disposition is approved, Respondent will contact the Judges and Lawyers Assistance Program ("JLAP") to schedule an evaluation to be conducted by JLAP. Thereafter, Respondent will fully participate in the evaluation conducted by JLAP and will implement all of JLAP's recommendations. Respondent will enter into a written contract with JLAP for a minimum period of twelve (12) months and will comply with the terms of such contract, including meeting with JLAP and its professionals, as directed. Respondent authorizes JLAP to provide monthly reports to Bar Counsel stating whether Respondent is in

compliance with JLAP's contract with Respondent. Pursuant to Paragraph 13-15.F, bar counsel will monitor Respondent's compliance with the JLAP contract. If a JLAP representative and Bar Counsel determine that Respondent is not in substantial compliance with his/her contract, Bar Counsel will serve notice requiring Respondent to show cause why the alternative disposition will not be imposed.

If any of the terms are not met by October 31, 2024, Respondent agrees that the District Committee shall impose a Certification to the Disciplinary Board for Sanctions Determination pursuant to Part 6, § IV, ¶ 13-15.F 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 Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the subcommittee considering this agreed disposition.

THE VIRGINIA STATE BAR



Richard W. Johnson, Jr.
Assistant Bar Counsel



Adam Turner Kronfeld
Respondent