

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
JASON MEYER KRUMBEIN**

VSb DOCKET NO. 23-033-126850

**AGREED DISPOSITION MEMORANDUM ORDER
(90-DAY SUSPENSION)**

On Tuesday, September 19, 2023 this matter was heard, telephonically, 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 6, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Jennifer D. Royer, Second Vice Chair, Adam M. Carroll, Stephanie G. Cox, Donita M. King and Martha J. Goodman, Lay Member. The Virginia State Bar was represented by Tenley Carroll Seli, Assistant Bar Counsel. Jason Meyer Krumbein was present and was not represented by counsel. 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. Court Reporter, Beverly Lukowsky, 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, a letter from the Clerk to the Respondent, and Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Disciplinary Board accepts the Agreed Disposition, and the Respondent shall receive 90-days Suspension, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective September 19, 2023.

It is further **ORDERED** that:

The Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. The Respondent shall forthwith give notice by certified mail of the Suspension of 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 immediately and in no event later than 14 days of the effective date of the Suspension, and make such arrangements as are required herein as soon as is practicable and in no event later than 45 days of the effective date of the Suspension. The Respondent shall also furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within 60 days of the effective date of the Suspension that such notices have been timely given and such arrangements have been made for the disposition of matters.

It is further **ORDERED** that if the Respondent is not handling any client matters on the effective date of the Suspension, he shall submit an affidavit to that effect within 60 days of the effective date of the Suspension to the Clerk of the Disciplinary System at the Virginia State Bar. The Board shall decide all issues concerning the adequacy of the notice and arrangements required herein. The burden of proof shall be on the Respondent to show compliance. If the Respondent fails to show compliance, the Board may impose a sanction of Revocation or additional Suspension for failure to comply with the requirements of subparagraph 13-29.

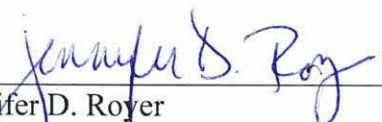
The Clerk of the Disciplinary System shall assess costs pursuant to Part 6, Section IV, Paragraph 13-9.E of the Rules.

It is further **ORDERED** that an attested copy of this Order be mailed to the Respondent by electronic, regular first-class and certified mail, return receipt requested, at Krumbein

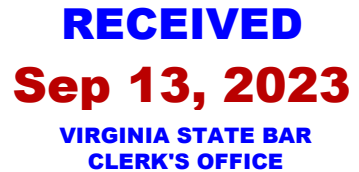
by electronic, regular first-class and certified mail, return receipt requested, at Krumbein Consumer Legal Services, Inc., 1650 Willow Lawn Dr Ste 201, Richmond, VA 23230 last address of record with the Virginia State Bar at and a copy by electronic mail to Tenley Carroll Seli, Assistant Bar Counsel.

ENTER THIS ORDER THIS 19TH DAY OF SEPTEMBER 2023

VIRGINIA STATE BAR DISCIPLINARY BOARD



Jennifer D. Royer
Second Vice Chair



VIRGINIA:

BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
JASON MEYER KRUMBEIN

VSB DOCKET NO. 23-033-126850

**AGREED DISPOSITION
(90-DAY SUSPENSION)**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar ("VSB"), by Assistant Bar Counsel Tenley Carroll Seli and Respondent Jason Meyer Krumbein, *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 VSB in 1999. At all relevant times, Respondent was a member of the VSB.
2. On June 22, 2022, American Express National Bank, by counsel Peter Kubin, filed two Warrants in Debt against Sikander Sohani ("Mr. Sohani") in Henrico General District Court styled *American Express National Bank v. Sikander Sohani* (collectively "American Express Cases"). Case No. GV22007875-00 sought a judgment in the amount of \$9,274.54 plus attorney's fees and costs and Case No. GV22007874-00 sought a judgment in the amount of \$6,651.92 plus attorney's fees and costs. The American Express Cases were set for trial on August 12, 2022.
3. On July 5, 2022, Mr. Sohani and his wife, Gulnaz Sohani ("Mrs. Sohani"), met with Respondent, who practiced as Krumbein Consumer Legal Services ("KCLS"). Mr. and Mrs. Sohani provided Respondent with copies of the Warrants in Debt. Respondent told Mr. and Mrs.

A handwritten signature in blue ink, appearing to be "TKS" with a stylized flourish above it.

Sohani that he would attempt to settle the American Express Cases before the August 12, 2022 trial, and if settlement negotiations were unsuccessful, Respondent would try to settle after the trial. Respondent told Mr. and Mrs. Sohani that Mr. Sohani did not need to appear in Henrico General District Court on August 12, 2022 and "he would take care of it."

4. Respondent charged Mr. and Mrs. Sohani a flat fee of \$2,400, with an initial payment of \$200 followed by monthly payments of \$200 for a period of 11 months. On July 5, 2022, Respondent and Mr. Sohani executed an Attorney-Client Fee Agreement ("Fee Agreement"), which stated: "This agreement will not take effect, and KCLS will have no obligation to provide legal services until Client returns a signed copy of this agreement and pays the deposit called for under [S]ection 3." Section 3 of the Fee Agreement stated:

3. Legal Fees. Client agrees to pay a retainer fee of \$2,400.000 to KCLS, to be paid in the following manner:

- i. First payment of \$200.00 to be paid on or before July 6, 2022;
- ii. \$200.00 per month during the following 11 months, on the 15th of the month.

A. KCLS and Client agree that no attorney-client relationship shall exist until KCLS has been paid the retainer fee as scheduled above. Services outside the scope of the duties of the KCLS shall be charged at an hourly rate of \$250.00.

B. KCLS will pay Jason M. Krumbein, Esq. for fees to be paid for work completed according to the schedule set out in section 3.

5. The Fee Agreement defined the scope of the KCLS' representation of Mr. Sohani as follows:

- i. "Defend against AMEX (2 lawsuits) in Henrico General District Court."
- ii. "File any pleadings necessary with the Court in a timely manner."

6. Mr. and Mrs. Sohani understood that Respondent would begin his representation of Mr. Sohani upon his signature on the Fee Agreement and payment to Respondent in the amount of \$200 on or before July 6, 2022. On July 5, 2022, Mr. Sohani gave Respondent a check in the



amount of \$200. Respondent deposited the check in his trust account. The check cleared on July 6, 2022.

7. Respondent did not request any documents from Mr. and Mrs. Sohani following the July 5, 2022 meeting.

8. Despite Mr. Sohani's payment to him of \$200 pursuant to the Fee Agreement, Respondent did not notify Henrico General District Court that he represented Mr. Sohani on the American Express Cases nor did Respondent contact Peter Kubin, the attorney representing American Express, to notify him of Respondent's representation of Mr. Sohani or to negotiate settlement of the American Express Cases.

9. On July 19, 2022, Mrs. Sohani sent Respondent an email providing a copy of Mr. Sohani's credit report.

10. On August 3, 2022, Mrs. Sohani sent a \$200 check to Respondent for the second payment of legal fees pursuant to the terms of the Fee Agreement. Respondent did not receive or cash the second check.

11. On August 10, 2022, Mrs. Sohani sent Respondent an email asking if Respondent received the \$200 payment and requesting an "update on his [lawsuit] by American [E]xpress." Respondent did not respond to Mrs. Sohani or contact Mr. Sohani.

12. Respondent did not appear at the August 12, 2022 trials in Henrico General District Court to defend Mr. Sohani's interests, request pleadings or negotiate a settlement of the American Express Cases.

13. On August 12, 2022, the Henrico General District Court entered default judgments in the American Express Cases against Mr. Sohani for the full amounts sought by American Express, including attorney's fees and costs.



14. Respondent did not notify Mr. or Mrs. Sohani that Henrico General District Court entered default judgments against Mr. Sohani nor did Respondent advise Mr. Sohani of his right to appeal the judgments to Henrico Circuit Court.

15. Following the August 12, 2022 trials, Mrs. Sohani made the following attempts to contact Respondent:

- On or about August 12, 2022, Mrs. Sohani called Respondent and left a voicemail asking what happened in Court. Respondent did not return Mrs. Sohani's call or provide Mr. or Mrs. Sohani with an update on the American Express Cases.
- Mrs. Sohani called Respondent again a day or two later. Respondent did not return her call or provide either Mr. or Mrs. Sohani with an update on the American Express Cases.
- On August 16, 2022 and August 17, 2022, Mrs. Sohani sent Respondent emails asking for an update on the trial for the American Express Cases. Respondent did not reply to these emails or contact Mr. or Mrs. Sohani with an update.
- On August 26, 2022, Mrs. Sohani sent Respondent an email attaching the Court's online case file reflecting default judgments in the American Express Cases. Mrs. Sohani asked Respondent to explain what a default judgment was and why Respondent did not respond or appear in Court. Respondent did not communicate with either Mr. or Mrs. Sohani regarding the legal status of the American Express Cases.
- On September 1, 2022, Mrs. Sohani sent Respondent another email asking for a response about his failure to appear in Court and the default judgments. Again, Respondent did not contact either Mr. or Mrs. Sohani regarding the status of the American Express Cases.

16. Because Respondent did not respond to Mrs. Sohani's emails and telephone calls, she went to Respondent's office and asked to speak with him. A staff member told Mrs. Sohani that Respondent was busy and could not speak with her. Mrs. Sohani told the staff member that she would wait until Respondent was available. The staff member asked Mrs. Sohani to leave the office, and Mrs. Sohani was unable to speak with Respondent.

17. On September 12, 2022, Mr. Sohani filed a complaint with the VSB because Respondent was not responding to calls or emails about "why the civil court website" indicated that no attorney represented him and no attorney appeared at the trials on his behalf. Mrs. Sohani told

the VSB that she and Mr. Sohani needed to know whether Respondent was going to work on the American Express Cases.

18. On October 11, 2022, Respondent filed a one-page response to Mr. Sohani's bar complaint with the VSB, asserting that there were no defenses to the American Express Cases, that Mr. and Mrs. Sohani failed to provide documents that Respondent requested and that Respondent attempted to settle the American Express Cases, but had not received a response from Mr. Kubin.

19. On January 27, 2023, Respondent told VSB Investigator Moffatt that he told "the Sohans that he needed to have [a payment history or statements] in order to formulate a defense," that "he would try to settle the case before the hearing date but if he couldn't, a judgment would be entered, and he would continue working on a settlement," and that he called Mr. Kubin a few times and Mr. Kubin never returned his calls.

20. On January 27, 2023, February 9, 2023 and February 14, 2023, VSB Investigator Moffatt asked Respondent to provide any emails with Mr. or Mrs. Sohani, any emails with Mr. Kubin and/or Levy Law firm, and copies of telephone records showing calls to and from Mr. or Mrs. Sohani, Mr. Kubin and/or Levy Law. Respondent did not produce any such emails, records or documentation.

21. Mr. Kubin advised the VSB that no attorney contacted him or Levy Law regarding the American Express Cases filed against Mr. Sohani.

22. Respondent did not promptly return the \$200 payment to Mr. or Mrs. Sohani, despite providing no legal services to Mr. Sohani.

Handwritten signature and initials "TOS" in blue ink.

23. On May 15, 2023, Respondent filed a response to the Certification of Misconduct, asserting an *Alford* plea, alleging physical illness as a mitigating factor and attempting to provide restitution to Mr. Sohani in the amount of \$200 through the VSB.

24. Standard 2.3 of the *ABA Annotated Standards for Imposing Lawyer Sanctions* provides generally that a suspension should be for a period of time equal to or greater than six months. In deviating from Standard 2.3, the VSB relies on Respondent's practice, which focuses on defense of debt collection matters for an underrepresented community, and the impact of a six-month suspension on his clients and his sole practice.

II. NATURE OF MISCONDUCT

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

By failing to represent Mr. Sohani, failing to notify the Court or opposing counsel of his representation, failing to attend the trials for the American Express cases, failing to request pleadings and failing to negotiate a settlement of the cases, Respondent violated Rule 1.2(a).

Rule 1.2 (Scope of Representation)

(a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (b), (c), and (d), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision, after consultation with the lawyer, whether to accept an offer of settlement of a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

By failing to notify the Court or opposing counsel of his representation, failing to call or email opposing counsel, and failing to attend the trials for the American Express cases, which resulted in default judgments against his client, Respondent violated Rule 1.3(a).

Rule 1.3 (Diligence)

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

By failing to return telephone calls or emails about the American Express cases and refusing to speak to Mrs. Sohani when she appeared at his office seeking a legal update and an explanation on the American Express Cases, Respondent violated 1.4(a).

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.

By failing to respond to calls or emails regarding the status of the cases, failing to advise Mr. Sohani of Respondent's failure to attend the trials for the American Express Cases, failing to advise Mr. or Mrs. Sohani of the default judgments and failing to advise Mr. Sohani of his appellate rights following the default judgments, Respondent violated 1.4(b).

Rule 1.4 (Communication)

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

By failing to respond to calls, emails and an office visit from Mrs. Sohani seeking an explanation regarding the default judgments, failing to advise Mr. or Mrs. Sohani of Respondent's failure to attend the trials for the American Express Cases and the resulting default judgments, Respondent violated 1.4(c).

Rule 1.4 (Communication)

(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.

By terminating the representation of Mr. Sohani and failing to notify Mr. or Mrs. Sohani of the termination of representation, failing to advise Mr. or Mrs. Sohani of potential legal remedies regarding the default judgments and failing to promptly return the \$200 advanced legal fees paid by Mr. Sohani, Respondent violated 1.16(d).

Rule 1.16 (Declining or Terminating Representation)

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

By telling VSB Chief Investigator Moffatt that Mr. and Mrs. Sohani failed to provide Respondent with information, that he communicated with Mrs. Sohani when he did not and that Respondent called and sent emails to opposing counsel when he did not, Respondent violated Rule 8.1(a).

Rule 8.1 (Bar Admission and Disciplinary Matters)

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of



maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

- (a) knowingly make a false statement of material fact.

III. PROPOSED DISPOSITION

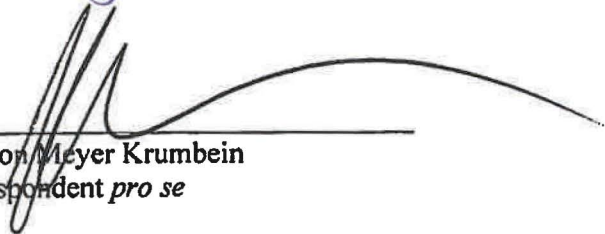
Accordingly, Assistant Bar Counsel and Respondent tender to the Disciplinary Board for its approval the agreed disposition of 90-Day Suspension as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. Assistant Bar Counsel and Respondent agree that the effective date for the sanction shall be the date of entry of the Disciplinary Board Order approving this Agreed Disposition.

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,



Tenley Carroll Seli
Assistant Bar Counsel



Jason Meyer Krumbein
Respondent *pro se*