VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
CARL CHRISTEN LA MONDUE **VSB DOCKET NOS.: 20-021-116407 and 20-021-117750**

MEMORANDUM ORDER OF SUSPENSION

This matter, consisting of two cases, came to be heard on February 19, 2021 and February 26, 2021 via Microsoft Teams platform. Carl Christen La Mondue ("Respondent") appeared in person and was represented by Paul D. Georgiadis, Esq., his counsel. The panel members consisted of Lisa A. Wilson, Chair, Stephanie G. Cox, Bretta M.Z. Lewis, Steven B. Novey, and lay member, Reba H. Davis. The Virginia State Bar was represented by Shelley L. Spalding, Assistant Bar Counsel ("the Bar"). Lisa A. Wright, Chandler & Halasz, PO Box 9349, Richmond VA 23227, 804.730.1222, Court Reporter, after being duly sworn by the Chair, reported this matter and transcribed the proceedings.

At the outset of the hearing, the Chair inquired of each member of the Board whether any of them had any personal or financial interest or bias which would preclude any of them from fairly hearing this matter and serving on the panel. All members of the Board, including the Chair, responded in the negative. All legal notices of the date and place were timely sent by the Clerk of the Disciplinary System (hereinafter referred to as "the Clerk") in the manner prescribed by the *Rules of the Supreme Court of Virginia* (hereinafter referred to as the *"Rule(s)"),* Part Six, §IV, ¶13-22.

This matter came before the Board pursuant to certification of the Second District Section I Subcommittee, certified on June 24, 2020, and received in the Virginia State Bar Clerk's Office on July 23, 2020. Respondent did not file an answer to the Certification. However, he filed

answers in response to the initial Complaints. The Chair granted the Motion on the Rule on witnesses.

In the prehearing conference, the Chair, over the Respondent's objection, ruled that both cases would be held in one combined hearing, but the evidence, including witnesses and exhibits would be separated by case, so that Respondent could make any motions after each case. Counsel for the Bar made an opening statement in both Case #116407 and Case #117750. Counsel for the Respondent made an opening statement in Case #116407 and reserved his right to make an opening statement in Case #117750 prior to the presentation of the evidence in that case.

VSB DOCKET NO. 20-021-116407

Complainants: Janet D. James and Denise Darcel Halison

Prior to the presentation of evidence, the Respondent stipulated to a violation of **Rule 1.5(b) Fees**: (adequately explained to client).

The Virginia State Bar presented its evidence, which consisted of the following:

1. The Bar's Exhibits 1- 28, and 30-31, which were admitted in evidence prior to the presentation of evidence, without objection. (Some of the Exhibits were relevant to this case while others were relevant to the 117750 case, below.) During the course of the hearing, the Bar introduced Exhibits 32 and 33, both without objection.

2. Respondent's proposed stipulations 1, 2, 5 -8, and 10-14, which were received in the Virginia State Bar Clerk's Office on February 3, 2021.

3. Complainant James testified and was cross-examined by the Respondent. During her testimony, an audio recording of a conversation between the Respondent and Complainant James was played. An unofficial transcript of the conversation was offered into evidence by the

Respondent during his case-in-chief, and was admitted into evidence as Respondent's Exhibit 22, over the Bar's objection.

4. Complainant Halison testified and was cross-examined by the Respondent.

5. Jon Babineau, Esquire testified and was cross-examined by the Respondent.

6. Harry Harmon, Esquire testified and was cross-examined by the Respondent.

7. John Pucky, Virginia State Bar investigator, testified and was cross-examined by the Respondent.

At the conclusion of the Bar's evidence in Case #116407, the Respondent made a motion to strike the charge of violating **Rule 1.15(b)(3) Safekeeping Property**: (maintain complete records of all funds of client), and the charge of violating **Rule 8.1(a) Bar Admission and Disciplinary Matters**: (knowingly make a false statement). The respondent's motion to strike the charge of violating **Rule 1.15(b)(3)** was **Granted**, and the motion to strike the charge of violating **Rule 8.1(a)** was **Denied**.

Thereafter, the Respondent presented his evidence, which consisted of the following:

1. Respondent's Exhibits 1-21 were also admitted in evidence, without objection, prior to the presentation of evidence. (Some of the Exhibits were relevant to this case while others were relevant to the 117750 case, below.) During the hearing, the Respondent introduced Exhibit 22 over the Bar's objection and Exhibit 23 without objection.

2. The Stipulations described above.

3. Deborah Seymour, Respondent's office administrator, testified and was cross-examined.

4. Respondent testified and was cross-examined.

Factual Findings

Respondent was first licensed to practice law in the Commonwealth of Virginia in 1994, and since that time has been an attorney licensed to practice in the Commonwealth of Virginia.

Rashaun Taylor was charged in the United States District Court for the Eastern District of Virginia with six felonies, including murder and drug distribution, and was under consideration by the United States Attorneys for the death penalty if convicted. Because of his indigency status, and because the death penalty was a possible sentence, he was appointed two attorneys who were qualified, based on experience, and on the federal court's list of approved capital defense attorneys, Jon Babineau (first chair) and Harry Harmon (second chair). Also, because Taylor was deemed indigent, he would have access to several other experts to assist in his defense; investigator, psychologist, mitigation specialist.

Complainant Halison is the mother of Taylor and Complainant James is the grandmother of his son. James knew Respondent from his prior representation of her daughters and paid for an initial consultation with him to discuss possible representation of Taylor, due to some discontent with his court appointed attorneys. James paid Respondent $50,000.00 on May 13, 2019. Per James, Respondent advised that the $50,000.00 was a flat fee paid for him to assist Taylor's court-appointed counsel in his defense, and that it was contingent on the federal court allowing the Respondent to represent Taylor in addition to his court appointed counsel, Babineau and Harmon. Neither Complainants James nor Halison were presented with a written fee agreement at this meeting.

Respondent claims that after being paid the $50,000.00 fee, he began performing legal services on behalf of Taylor, meeting with Taylor at various jails, performing legal research, reviewing of discovery obtained by court-appointed counsel, communicating and coordinating

with court-appointed counsel regarding defense motions and strategies, locating and meeting fact witnesses, meeting with jail officials concerning the custody concerns of Taylor, and communicating with his family.

However, Taylor's lead court-appointed counsel, Babineau, testified that he advised Respondent from the beginning that neither he nor Harmon would work with Respondent on this case as co-counsel for numerous reasons. He further testified that he informed Responded that he and Harmon would withdraw from the case if the Court permitted Respondent to serve as privately retained co-counsel. Both Babineau and Harmon testified that Respondent never asked for copies of discovery or the contents of their files, never offered to help on any aspects of the case, never produced any evidence of any work, and was never asked by Babineau or Harmon to perform any work on the case.

On July 29, 2019, pursuant to Respondent's Notice of Appearance, all parties and counsel appeared in Court in front of Judge Raymond Jackson. Judge Jackson first questioned Respondent's experience and ability to defend a capital case, and then questioned Taylor's indigency status and the right to receive two court-appointed counsel in light of Respondent being retained. Judge Jackson then advised Respondent that if he was retained as Taylor's counsel, then the court-appointed counsel would be relieved as Taylor's attorneys. Respondent then advised the Court that he was only retained to assist Taylor's court-appointed counsel and withdrew his Notice of Appearance.

The Fee

Respondent deposited the $50,000.00 directly into his operating account, then moved $30,000.00 of it immediately into his trust account. He then transferred the entire $30,000.00 held in Trust back into his operating account on the following dates in the following amounts:

$7,000.00 on June 3, 2019;
$5,000.00 on June 27, 2019;
$5,000.00 on July 5, 2019;
$5,000.00 on July 11, 2019;
$6,000.00 on July 18, 2019;
$1,500.00 on July 23, 2019; and
$500.00 on July 31, 2019

Both Complainants and the Respondent testified that the $50,000 fee paid by Ms. James on May 13, 2019 was to hire the Respondent to assist court-appointed counsel in representing Mr. Taylor in Federal Court on criminal charges through Mr. Taylor's trial and sentencing. Respondent did not assist court-appointed counsel and never represented Mr. Taylor in Federal Court, but rather withdrew his Notice of Appearance on July 29, 2019. On August 6, 2019, Complainant met with Respondent at his office seeking the refund of her $50,000.00 contingent payment as he did not represent Taylor and withdrew his Notice of Appearance. At this meeting, Respondent produced a contract for legal services that was dated May 13, 2019, signed by Respondent, but not signed by Taylor, or either Complainant. In pertinent part, the contract stated the following:

"This will confirm that I have retained the La Mondue Law Firm, P.L.C. to advise and represent me in connection with certain legal matters which have arisen. Namely: to represent Rashaun Taylor in Federal Court on various charges."

. . .

***RETAINER**: $ 50,000.00 (from 5/13/19 until _____.)*
A retainer is a payment by a client to an attorney to insure the attorney's availability for future legal services and/or consideration for his unavailability to a potential adverse party in the future. Retainers are earned when paid and become the property of the attorney upon receipt.

***ADVANCED LEGAL FEES** (ALF): $ _____*
ALF remain the property of the client until they are earned by the attorney.

. . .

I hereby agree to pay an hourly charge of $ 350 per hour for attorney time, $250 per hour for associate time and $200 per hour for paralegal time, plus all costs . . . .

Respondent eventually produced a time sheet to account for his hours which totaled 45.25 hours. Even if Respondent was allowed to convert his fixed fee to an hourly fee agreement, at his stated rate of $350.00 per hour, he could only have accounted for less than $16,000.00 of the $50,000.00 fee paid. It is to be noted that Respondent's time sheets indicate that he had completed all of his 45.25 hours of work on Taylor's case before the July 29, 2019 hearing where it was to be determined whether Respondent could represent Taylor, and where Respondent withdrew his Notice of Appearance. It is also noted that Respondent transferred the final $500.00 from his trust account to his operating account on July 31, 2019, after he withdrew his Notice of Appearance in Federal Court and was no longer involved in Mr. Taylor's representation. The Complainants eventually came up with enough funds to hire another attorney within weeks of the trial date. Given the timing of the newly hired attorney's entrance into the case, the Judge allowed one of the court-appointed attorneys to remain in the case.

At this August 6, 2019 meeting, in response to Complainant's request for the refund of her money, the Respondent offered to refund her $25,000.00, but advised that "it's going to take a while . . . because I was defrauded out of $111,000.00, . . ." and "we had to get with the police and do an investigation . . . ." Respondent explained at the hearing that his operating account had been hacked via his credit card processor and, as a result, his operating account had been frozen from July 30, 2019 to September 18, 2019. He presented two exhibits that purported to demonstrate that on July 30, 2019, a credit card payment via his Square account was erroneously deposited into his operating account in the amount of $11,500.00, and thus evidence of the hacking of his operating account. Respondent stated that this "hack" did not affect his trust account. Respondent explained in the hearing that the $111,000.00 figure he represented to James was an error on his part as he inadvertently added an extra "1" when discussing this with

Complainant James. Respondent explained in the hearing that the freezing of his account was the reason he could not refund the unearned money to James. Respondent testified that he had ample money in his account to reimburse Complainant James but had not yet figured the amount, if any, she was due. The Bar introduced Respondent's operating account statements, as Exhibit 32, that proved that 1) during the relevant time periods, his account was never frozen, and 2) that his account balance on August 6, 2019 was approximately $700.00. Respondent then testified that he had ample money in his personal bank account to reimburse James. However, the Bar then introduced his personal bank account statement as Exhibit 33, which had a balance of $39.08 on August 5, 2019 and $9.08 on August 7, 2019. On December 14, 2019, Respondent refunded $14,162.59 of the $50,000 retainer fee to Complainant James. Respondent calculated the refund using the timesheet admitted into evidence which showed 45.25 hours of work performed on behalf of Taylor.

Respondent gave numerous inconsistent explanations for the fee agreement. He first advised the Bar's investigator that the $50,000.00 fee was to assist Taylor's court-appointed counsel in representing Taylor; then said it was a nonrefundable retainer; later said that $20,000.00 was a true retainer; and lastly stated that it was a hybrid fee, explaining that $50,000.00 was to assist court-appointed counsel if the Court allowed him in the case, and that another $50,000.00 would be due to him if he went to trial without the assistance of court-appointed counsel. Regarding his allegation to Complainant James that he was defrauded out of $111,000.00, he advised the Bar investigator that his credit card processing company intervened and stopped the fraudulent activity before any money was transferred out of his account, so the police were not needed. The Board finds Respondent's multiple conflicting statements concerning the fee utterly confusing and incredulous.

VSB DOCKET NO. 20-021-117750

Complainant: Jonathan Becton

Prior to the presentation of evidence, the Respondent stipulated to a violation of **Rule 1.5(b) Fees**: (adequately explained to client). Prior to the presentation of evidence, the Bar withdrew the charge of a violating **Rule 1.15(b)(3) Safekeeping Property**: (maintaining complete records of funds). The Virginia State Bar presented its evidence, which consisted of the following:

1. The relevant previously filed and admitted Exhibits; and

2. John Pucky, Virginia State Bar investigator, testified and was cross-examined by the Respondent.

Thereafter, the Respondent presented his evidence, which consisted of the following:

1. The relevant previously filed and admitted Exhibits.

2. Respondent testified and was cross-examined.

The Bar presented no rebuttal evidence and all parties rested.

Factual Findings

Respondent was first licensed to practice law in the Commonwealth of Virginia in 1994, and since that time has been an attorney licensed to practice in the Commonwealth of Virginia.

Respondent was retained to represent Complainant Becton on May 24, 2018 to defend his interest in his wife's action for divorce and in her simultaneous action seeking guardianship and conservatorship of Becton. Although the fee agreement stated that the fee was a retainer, and also provided for an hourly fee of $350.00, the Respondent admitted that it was, and treated it as, an advanced legal fee. Respondent began working on both cases for Becton. On June 6, 2018, Becton paid Respondent the $7,500.00 and on June 11, 2018, Respondent placed the entire

amount in his operating account., although the representation had just begun. Respondent explained that this was an honest mistake, and that he should have deposited the entire amount into his trust account. Respondent never transferred any portion of this fee into his trust account.

Based on Respondent's itemized time sheets, between May 24, 2018 and June 27, 2018, the Respondent itemized 15.35 hours and thus having earned $5,372.50 at his stated hourly rate of $350 per hour. Hence, he should have had $2,127.50 of the $7,500.00 remaining in his account that remained the funds of Complainant Becton. As of June 30, 2018, the balance in Respondent's operating account was only $206.37.

Respondent eventually earned a great deal more than the $7,500.00 and was actually owed money from Becton for numerous additional hours of work. Eventually Complainant Becton retained another attorney.

RULE VIOLATIONS PROVEN IN CASE 20-021-116407

Closing arguments were made on both cases and the Board then retired in private session to consider the matters.

After its deliberation, the Board returned to the public hearing. The Chair then announced that by unanimous vote the Board found clear and convincing evidence to substantiate violations of the following rules:

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.

The $50,000.00 fee, regardless of how the Respondent attempted to characterize it at different times, was not a nonrefundable retainer. He did not explain to Complainants that it, or any portion thereof, was a retainer, Complainants did not agree to pay a nonrefundable retainer, nor did Respondent treat it as such when he later billed Complainants for services performed. As stated succinctly in Legal Ethics Opinion 1606: Fees (Compendium Opinion), paragraph 3, "Fees paid in advance for particular legal services not yet performed are advanced legal fees regardless of the terminology used in the employment contract." The entire amount was an advanced legal fee; as such Respondent was required to deposit the entire amount in a trust account. This Rule was clearly violated when Respondent immediately deposited the $50,000.00 into his operating account, only transferred $30,000.00 into his trust account, and immediately converted $20,000 for his own use.

(b) Specific Duties. A lawyer shall:

(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 a third party, except as directed by a tribunal.

Accepting, without finding, that Respondent performed 45.25 hours of work and billed at his hourly rate of $350.00, then he would have only earned $15,837.00 of the $50,000.00 advanced fee under a quantum meruit argument. The first $20,000.00 was converted to his own funds when he left it in his operating account. By July 31, 2019, Respondent had transferred all of the remaining $30,000.00 from trust into his operating account. Hence, he converted a total of $34,163.00 by July 31, 2019 without having performed the legal services for which he was hired, that is representing Mr. Taylor in Federal Court on his criminal charges as co-counsel with court-appointed counsel through trial and sentencing.

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 fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

Respondent stipulates to his violation of this Rule. Contrary to Respondent's contention, Complainants were not presented with a fee agreement when the $50,000 was paid. Neither Complainants, nor Taylor, ever executed a fee agreement. Complainant James was made to believe that if Respondent was not allowed to represent Taylor, then he would refund the entire amount. This was clearly not the intent of Respondent. Respondent first presented a written fee agreement to Complainant James when she returned seeking a refund, as Respondent never represented Taylor. The fee agreement presented at that time, was contradictory on its face, as it described the agreement as a nonrefundable retainer, a fixed fee, and an hourly fee.

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[.]

As more fully described above, and in response to a specific question, Respondent explained in the hearing that his operating account was frozen from July 30, 2019 to September 18, 2019, but that he had ample funds in his account to reimburse Complainant James. The Bar introduced Respondent's operating account statements that proved that his account was never frozen, and that his balance on August 6, 2019 was approximately $700.00. Respondent then testified that he had ample money in his

personal bank account to reimburse James. However, the Bar then introduced his personal bank account statement, which showed a balance of $39.08 on August 5, 2019 and $9.08 on August 7, 2019.

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.

Respondent's actions in this matter can best be expressed as predatory. As described by the Respondent, the Complainants came to him despondent and desperate, as their loved one was potentially facing the death penalty. Per Respondent, the fee was $100,000.00 but he would serve as co-counsel with the court-appointed attorneys for $50,000.00, provided, and contingent on, the Court allowing this arrangement. Complainant James was only able to borrow $50,000.00. Per Complainant Halison, Respondent derided her for not being a good mother for her inability to come up with another $50,000.00.

Respondent immediately converted $20,000.00 of the $50,000.00 that was paid by Complainant James as soon as it was received. He then billed out and transferred all but $500.00 of the remaining $30,000.00, before the Court even decided whether he could represent Taylor. Even assuming he earned the amounts he billed out, as stated above, he converted over $34,000.00, and eventually only refunded $14,162.59. Respondent, in essence, took Complainant James' money, spent it, could not pay it back, and then was dishonest to Complainants, the Bar, and the Board as to why he did not pay it back.

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

In addition to the fraudulent statements made by Respondent and cited under Rule 8.1 (a), Respondent advised Complainant James that the reason he could not refund her any money was because he "was defrauded out of $111,000.00." Per Respondent's own evidence, he was never defrauded out of any money, but that there was actually an unauthorized credit into his account for $11,500.00. Hence, at no relevant time was Respondent defrauded out of any money – not even $11,500.00.

Respondent knowing at the outset of accepting this representation that court - appointed counsel was not willing to work with him and failing to disclose this information to Ms. James in May of 2019, involves dishonesty and misrepresentation. Failing to maintain client funds in trust and then converting over $34,000 of unearned fees to his own use, without ever having been admitted as counsel of record in Mr. Taylor's case, involves dishonesty, fraud or deceit reflecting adversely on the Respondent's fitness to practice law.

The Board did not find that a violation of **Rule 1.1 Competence** was proven by clear and convincing evidence.

RULE VIOLATIONS PROVEN IN CASE 20-021- 117750

RULE 1.15 Safekeeping Property

b) Specific Duties. A lawyer shall:

(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 a third party, except as directed by a tribunal.

Based on Respondent's itemized time sheets, between May 24, 2018 and June 27, 2018, the Respondent itemized 15.35 hours and thus having earned $5,372.50. Hence, he should have had $2,127.50 of the $7,500.00 remaining in his account that remained the funds of Complainant Becton. As of June 30, 2018, the balance in Respondent's operating account was only $206.37. Hence, it was proven, at minimum, that Respondent converted over $1,900.00 of Complainant Becton's funds.

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 fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.**

Respondent stipulates to this Rule violation. The fee agreement that was actually executed in this case is nearly identical to the one in case 116407. The fee agreement identified the payment of $7,500.00 as a nonrefundable retainer but was actually an advanced legal fee toward an hourly rate of $350.00.

The Board did not find that a violation of **Rule 1.15(a)(1) Safekeeping Property:** (Depositing Funds) was proven by clear and convincing evidence.

OMNIBUS SANCTIONS PHASE

After announcing the Rule violations proven, the Chair opened the Sanctions Phase of the hearing. The Board admitted Respondent's prior disciplinary record as Bar Exhibit 34 and a letter from Respondent to the Virginia State Bar dated October 8, 2013, as Bar Exhibit 35, certifying that he had read certain Legal Ethics Opinions, including LEO 1606, as required in a previous disciplinary action.

Respondent presented two witnesses attesting to Respondent's character. Respondent then testified. Respondent submitted as evidence a new fee agreement, as Respondent's Exhibit 23, that removed all language characterizing the fee as a retainer. Notable to the Board was Respondent's testimony characterizing the issues in Case 116407 as a "misunderstanding" and "miscommunication," his comments that he was doing Complainant James a "favor" and was "too generous" with James, and his admission that he did not refund Complainant James the $14,162.59 until after the Complaint was filed .

After closing arguments, the Board retired to deliberate in private. The Board considered the aggravating factors, enumerated in § 9.22 of the ABA's Standard for Imposing Lawyer Sanctions and found the following aggravators applied in this case:

1. Respondent's prior disciplinary offenses;
2. Respondent's dishonest or selfish motive;
3 A pattern of misconduct;
4. Respondent's multiple offenses;
5. Submission of false evidence, false statements, or other deceptive practices during the disciplinary process;
6. Respondent's refusal to acknowledge the wrongful nature of conduct;
7. Vulnerability of victim;
8. Respondent's substantial experience in the practice of law; and
9. Respondent's indifference to making restitution.

The Board also considered the mitigating factors, enumerated in § 9.32 of the ABA's Standard for Imposing Lawyer Sanctions., and found the following applied:

1. Full and free disclosure to disciplinary board or cooperative attitude toward proceedings;

2. Remoteness of prior offenses;

3. Evidence of good character.

During its deliberation, the Board considered the Respondent's duties to his clients which he violated as set forth in the Rules violations found and furthermore his duties to the public and the legal system. There is real injury to the Complainant James who has not been fully reimbursed to date. There was a substantial delay in Mr. Taylor being able to afford to hire other counsel, which ultimately occurred just two weeks before his trial, due to Respondent's failure to timely refund unearned fees. Respondent's violations were intentional and knowing.

The Board then returned to the public session to announce its unanimous decision.

Based on the misconduct found, the duties violated, the actual harm to the client, Respondent's mental state, and the evidence presented in aggravation and in mitigation, and having considered argument of counsel, the Board hereby **ORDERS the Suspension of Carl Christen La Mondue's license to practice law for Four (4) years effective February 26, 2021.**

It is further ORDERED that the Respondent shall comply with the requirements of Part Six, §IV, ¶13-29 of the *Rules.* 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 and conformity with the wishes of his clients. The Respondent shall give such notice within fourteen (14) days of the effective date of this order, and he shall make

such arrangements as are required herein within forty-five (45) days of the effective date of the suspension. The Respondent shall also furnish proof to the Bar within sixty (60) days of the effective date of the suspension that such notices have been timely given and such arrangements made for the disposition of matters; and its further

ORDERED that if the Respondent is not handling any client matters on the effective date of February 26, 2021, the Respondent shall submit an affidavit to that effect to the Clerk of the Disciplinary System at the Virginia State Bar within sixty (60) days of the effective date of the suspension. All issues concerning the adequacy of the notice and arrangements required by paragraph 13-29 shall be determined by the Virginia State Bar Disciplinary Board, which may impose a sanction of revocation or additional suspension for failure to comply with the requirements of this subparagraph; and it is further

ORDERED pursuant to Paragraphs 13-9 (e) of the Rules, costs will be assessed. An attested copy of the Order will be mailed to the Respondent by certified mail to his Virginia State Bar address of record, Carl Christen La Mondue, La Mondue Law Firm, P.L.C., 500 E. Plume Street, Suite 400, Norfolk, VA 23510, to Paul D. Georgiadis, Esquire, counsel for Respondent by electronic mail, and by electronic mail to Shelley L. Spalding, Assistant Bar Counsel.

ENTERED THIS 16th DAY OF MARCH 2021.

VIRGINIA STATE BAR DISCIPLINARY BOARD

By Lisa A. Wilson
Lisa A. Wilson, Chair Designate