

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF NORFOLK

VIRGINIA STATE BAR

CASE NO. CL21-3249

v.

VSB DOCKET NO. 20-021-118949

CARL CHRISTEN LA MONDUE

CONSENT TO REVOCATION ORDER

On April 9, 2021 came Carl Christen La Mondue and presented to the Court an Affidavit Declaring Consent to Revocation (hereinafter "Affidavit") of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when allegations of Misconduct are pending, the nature of which are specifically set forth in the attached Affidavit, Respondent acknowledges that the material facts upon which the allegations of Misconduct are pending are true.

The Court having considered the Affidavit, and Bar Counsel having no objection, the Court accepts his Consent to Revocation.

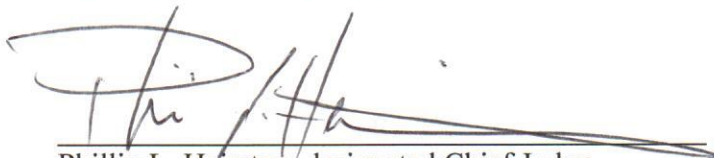
Upon consideration whereof, it is therefore ordered that Carl Christen La Mondue's license to practice law in the courts of this Commonwealth be and the same hereby is revoked, and that the name of Carl Christen La Mondue be stricken from the Roll of Attorneys of this Commonwealth.

A copy teste of this Order shall be mailed, to the Respondent, Carl Christen La Mondue, at his last address of record with the Virginia State Bar, La Mondue Law Firm, P.L.C., 500 E. Plume St., Suite 400, Norfolk, VA 23510, with an attested copy to Paul D. Georgiadis, Respondent's Counsel, Law Office of Paul D. Georgiadis, PLC, 2060 Buford Rd., Richmond, VA 23235-3409, and an attested copy to Shelley L. Spalding, Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219-0026, and to DaVida M.

Davis, Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700,
Richmond, VA 23219-0026.

ENTERED THIS 12th DAY OF APRIL, 2021

CIRCUIT COURT FOR THE CITY OF NORFOLK

A handwritten signature in black ink, appearing to read "Phillip L. Hairston", written over a horizontal line. The signature is stylized and includes a large loop at the beginning.

Phillip L. Hairston, designated Chief Judge
Three-Judge Circuit Court

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF NORFOLK

VIRGINIA STATE BAR
VSB Docket No. 20-021-118949

Complainant,

v.

Case No. _____

Carl Christen La Mondue
La Mondue Law Firm, P.L.C.
500 E Plume St Ste 400
Norfolk, VA 23510

Respondent.

AFFIDAVIT DECLARING CONSENT TO REVOCATION

Carl Christen La Mondue, after being duly sworn, states as follows:

1. I was licensed to practice law in the Commonwealth of Virginia on May 4, 1994.
2. I submit this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28.
3. My consent to revocation is freely and voluntarily rendered. I am not being subjected to coercion or duress, and I am fully aware of the implications of consenting to the revocation of my license to practice law in the Commonwealth of Virginia.
4. I am aware that there is currently pending a proceeding involving allegations of misconduct, the docket number for which is set forth above, and the specific nature of which is:
 - a. In August 2018, Complainant Glenda Murray-Kelly (“Complainant”) retained me to represent her in a personal injury case arising from a car accident, on a contingency fee basis (the “Personal Injury Claim”).

- b. In August 2019, the Personal Injury Claim settled for \$18,000.00. On August 26, 2019, the proceeds from the Personal Injury Claim were deposited into my Trust Account at SunTrust Bank (the "SunTrust Trust Account").
- c. On September 13, 2019, Complainant sued me in the Norfolk General District Court, disputing attorneys' fees I charged her as unreasonable and alleging my representation of her was negligent ("the Disbursement Claim").
- d. On or around February 7, 2020, Complainant and I settled the Disbursement Claim. I disbursed \$6,273.50 to Complainant on or around February 7, 2020 and issued a Settlement Disbursement Statement to Complainant. According to the Settlement Disbursement Statement, I earned \$6,200.00 in attorney's fees in representing Complainant in the Personal Injury Claim. The Settlement Disbursement also reflected \$5,526.50 in funds from the settlement that I was holding to cover costs and expenses, which were not disbursed to Complainant.
- e. The following itemized costs and expenses identified on the Settlement Disbursement Statement were medical bills Complainant owed as a result of the car accident which gave rise to her Personal Injury Claim (the "Medical Bills"):

1) Chesapeake Regional Medical Emergency room	\$3,486.00
2) Jannie Robinson	\$470.00
3) Chesapeake Radiologist	\$370.00
4) Chesapeake Emergency Phy.	\$568.00
5) SMOC	\$355.00
6) SPT c/o IvyRehab SEPT LLC	\$150.00
7) ENT	\$28.50
- f. Unless and until the Medical Bills were paid, I was obligated to hold those funds in a trust account for the benefit of Complainant.
- g. As of June 1, 2020, I had not paid the Medical Bills from the settlement funds and, as a result, they were reported delinquent on Complainant's credit report.
- h. On June 9, 2020, Complainant filed a bar complaint against me regarding the unpaid Medical Bills.
- i. In May and June 2020, the SunTrust Trust Account had a negative balance. I represented to the bar's investigator that I switched trust accounts at some point and funds in the

SunTrust Account were either paid out to clients or moved to a trust account I opened at Towne Bank on June 24, 2020 (“the Towne Bank Trust Account”).

j. On July 20, 2020, I made the following payments for the benefit of Complainant:

1) Jannie Robinson, LCSW	\$920.00
2) SMOC	\$454.40
3) Ivy Rehab	\$150.00
4) Eastern Virginia ENT	\$37.99

k. On August 19, 2020, I made the following payments for the benefit of Complainant:

1) Chesapeake Regional Medical Center	\$3,846.00
2) Chesapeake Regional Health Center	\$274.16
3) Chesapeake Emergency Physicians	\$1025.34

l. The payments identified in paragraphs j. and k. were made by me from the Towne Bank Trust Account.

m. I did not hold the costs and expenses identified in paragraph e and in the Settlement Disbursement Statement in trust until I paid the Medical Bills. I took these funds for my own personal use.

n. I did not maintain a client ledger for Ms. Murray-Kelly.

o. The Towne Bank Trust Account was funded in June 2020 with settlement proceeds from two other clients of mine (Client A and Client B). As of August 31, 2020, my Towne Bank Trust Account held funds insufficient to pay medical bills which I should have held in trust for the benefit of Client A and Client B, according to my Settlement Disbursement Statements for Client A and Client B. ¹

¹ Pursuant to my Settlement Disbursement Statement dated August 28, 2020 for Client A, Respondent withheld \$11,197.20 in medical expenses from the proceeds of Client A’s settlement. As of August 31, 2020, no disbursements had been made from the Towne Bank Trust Account to the medical providers identified on Client A’s Settlement Disbursement Statement. Pursuant to my Settlement Disbursement Statement dated November 2, 2020 for Client B, I withheld \$2,813.47 in medical expenses from the proceeds of Client B’s settlement. As of August 31, 2020, no disbursements had been made from the Towne Bank Trust Account to the medical providers identified on Client B’s Settlement Disbursement Statement. The balance

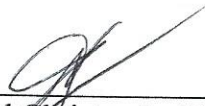
- p. I did not maintain a client ledger for Client A or Client B.
- q. In order to pay the Medical Bills after Complainant filed her bar complaint, I converted funds I was obliged to hold in trust for the benefit of Client A and Client B.

5. I acknowledge that the material facts upon which the allegations of misconduct are predicated are true. *I would contend that the Complainant suffered ~~no~~ financial loss because all of her medical bills were paid. CW*

6. I submit this Affidavit and consent to the revocation of my license to practice law in the Commonwealth of Virginia because I know that if the disciplinary proceedings based on the alleged misconduct were prosecuted to a conclusion, I could not successfully defend them.

Executed and dated on _____

3/29/20



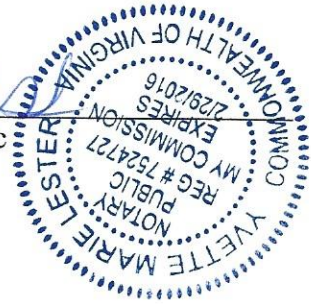
Carl Christen La Mondue
Respondent

_____ of the Towne Bank Trust Account on August 31, 2020 was \$7,934.81, which was insufficient to pay Client A's \$11,197.20 in medical bills and Client B's \$2,813.47 in medical bills.

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Chesapeake, to wit:

The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before
me by Carl Christen La Mondue on March 29, 2021.

[Signature]
Notary Public



My Commission expires: 2/28/25
7524727