

VIRGINIA:

BEFORE THE EIGHTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
PATRICK MICHAEL MCGRAW

VSB Docket No. 24-080-130817

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On June 14, 2024, a meeting in this matter was held before a duly convened Eighth District Subcommittee consisting of Vicki L. Francois, Chair; Lauren M. Ellerman, Member; and Charles S. Coulter, 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.c of the Rules of the Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Tenley Carroll Seli, Assistant Bar Counsel, Patrick Michael McGraw (“Respondent”), and Phillip V. Anderson, counsel for Respondent.

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

I. FINDINGS OF FACT

1. Respondent was admitted to the Virginia State Bar (“VSB”) in October 2004. At all relevant times, Respondent was a member of the VSB.
2. Respondent is a solo practitioner who maintains his office in Boones Mill, Virginia.
3. On February 4, 2020, KCB hired Respondent to represent her in a divorce matter involving equitable distribution and custody issues that was pending before the Circuit Court of Bedford County (“Court”).¹
4. On February 6, 2020, Respondent sent KCB a letter that stated he required an advanced fee of \$5,000 against which Respondent would bill at the rate of \$250 per hour. KCB’s family paid Respondent \$3,000 on February 4, 2020 and \$1,000 on March 16, 2020.

¹ The initials of complainant, KCB, are used to protect her privacy.

Respondent deposited the funds into a trust account maintained at Atlantic Union Bank (“Trust Account.”)

5. On February 6, 2020, Respondent filed an Answer on KCB’s behalf to the Amended Complaint for Divorce and a Motion to Quash Notice of Hearing to Grant a Final Decree of Divorce with the Court. On April 28, 2021, Respondent represented KCB at an equitable distribution hearing before the Court.
6. On May 14, 2021, Cheryl Betz, a paralegal of Rhonda Overstreet, the attorney for KCB’s husband, sent an email to Respondent with a draft Final Decree of Divorce (“Final Decree”) and a request that he “[p]lease review and advise of any requested changes, additions or questions.” Respondent did not respond to Betz or Overstreet.
7. On June 24, 2021, Betz sent a second email to Respondent that asked for a response to the proposed Final Decree. Respondent sent an email to Overstreet that requested changes to the Final Decree.
8. On July 2, 2021, Overstreet sent an email to Respondent in which she sought removal of the final sentence of his proposed change to the Final Decree. Respondent sent an email that explained his concern about Overstreet’s proposed revision and provided an alternative provision. Overstreet did not respond to Respondent’s proposed change to the Final Decree.
9. On September 17, 2021, Respondent sent an email to Overstreet that stated, in part, “[p]lease update me on the status of [KCB’s] Order pursuant to my last email of July 2.” Overstreet did not respond. Respondent also sent an email to KCB that stated “I have neither received nor heard anything back from [Overstreet] after I proposed the compromise language I last sent you on July 2.”
10. On October 27, 2021, Respondent sent an email to the Court that requested dates for a hearing to present the proposed Final Decree. Respondent copied Overstreet on the email and sent a blind copy to KCB by email. Overstreet immediately responded to the email and agreed to Respondent’s proposed changes to the Final Decree.
11. On February 16, 2022, Overstreet sent an email to Respondent that asked him to insert his proposed changes into the Final Decree and return it to her. Respondent did not respond to Overstreet or revise the Final Decree.
12. From October 28, 2021 through March 28, 2022, Respondent took no action on KCB’s case.
13. On March 29, 2022, Overstreet sent another email to Respondent that asked him to insert his proposed changes into the Final Decree and return it to her. On March 30, 2022, Respondent revised and sent the Final Decree to Overstreet for her review and signature. Respondent asked Overstreet to file the Final Decree with the Court, however, Overstreet

did not do so. Respondent did not follow up with Overstreet to ensure that she filed the Final Decree with the Court.

14. On April 17, 2022, KCB sent Respondent an email that asserted she left four voicemails and sent two emails seeking an update on the Final Decree. On April 18, 2022, Respondent sent an email to KCB that stated, in part, "I have called back and left phone messages each and every time I've received a message from you, and of course until now I had no reason to know you weren't still using your old email address . . . the language of the Final Order has FINALLY been agreed to by [Overstreet], and it should be finalized at any time now."
15. On December 17, 2023, KCB filed a bar complaint with the VSB. KCB alleged that for two years, she was unable to contact Respondent despite numerous voicemails, emails and contact through Facebook messenger, to determine the status of her divorce. On January 8, 2024, the VSB sent Respondent a letter that contained KCB's complaint.
16. From April 18, 2022 until receipt of KCB's bar complaint in January 2024, Respondent said he did "[a]bsolutely nothing" on the case because he "thought it was done," even though the Court had not yet received or entered the Final Decree.
17. On January 29, 2024, Respondent sent another signed Final Decree of Divorce to Overstreet for her review and signature. On February 5, 2024, Overstreet filed the Final Decree with the Court. On February 27, 2024, the Court entered the Final Decree.
18. On February 29, 2024, the Court sent Respondent a certified copy of the Final Decree of Divorce by email. Respondent advised VSB Investigator Baker that he did not notify KCB that the Court had entered the Final Decree nor did he provide KCB with the Final Decree.
19. Respondent maintained a cumulative invoice for KCB, however, he did not provide KCB with monthly invoices for the work performed on her case. Respondent reported to VSB Investigator Baker that he provided KCB with an invoice in 2021 or 2022.
20. Respondent's invoice for his representation of KCB reflects that from February 2020 to the present, he charged \$6,875 in legal services. Respondent's client ledger for KCB reflects that he withdrew fees of \$4,000 from the Trust Account. Respondent's invoice and client ledger for KCB reflect the following:
 - a. For the period of February 4, 2020 through February 29, 2020, Respondent earned legal fees in the amount of \$1,175. Respondent withdrew \$1,000 from the Trust Account as follows: \$750 on February 10, 2020 and \$250 on February 26, 2020. Respondent left \$175 in earned fees in the Trust Account.
 - b. For the period of March 1, 2020 through March 31, 2020, Respondent earned legal fees in the amount of \$350. On March 20, 2020, Respondent withdrew \$250 from the Trust Account, leaving \$100 in earned fees.

- c. For the period of April 1, 2020 through May 31, 2020, Respondent earned legal fees in the amount of \$650. On May 4, 2020, May 12, 2020 and May 13, 2020, Respondent withdrew \$900 from the Trust Account, leaving \$25 in earned fees.
 - d. From November 1, 2020 through December 31, 2020, Respondent earned legal fees in the amount of \$1,450. On December 17, 2020, Respondent withdrew \$500 from the Trust Account, leaving \$700 in unearned fees.
 - e. From January 1, 2021 through March 16, 2021, Respondent earned legal fees in the amount of \$225. On March 16, 2021, Respondent withdrew \$500 from the Trust Account, leaving \$425 in unearned fees.
21. Respondent's client ledger for KCB indicates that as of April 1, 2021, KCB had depleted the \$4,000 in advanced legal fees.
22. Respondent acknowledged that during the period he represented KCB, he was not in compliance with all requirements of Rule 1.15 of the Rules of Professional Conduct.

II. NATURE OF MISCONDUCT

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

For failing to revise the Final Decree of Divorce for five months and then failing to take action to ensure the Final Decree was entered by the Court or take any other action to move the matter to conclusion from April 18, 2022 through December 2023, 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 advise KCB of the Court's entry of the Final Decree of Divorce and failing to provide her with a copy of the Final Decree, Respondent violated Rule 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 failing to withdraw earned fees, which resulted in commingled funds in the Trust Account, Respondent violated Rule 1.15(a)(3).

Rule 1.15 Safekeeping Property

(a) *Depositing Funds.*

(3) No funds belonging to the lawyer or law firm shall be deposited or maintained therein[.]

III. PUBLIC REPRIMAND WITH TERMS

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

Terms. The terms are:

1. Within 30 days from the date of any Subcommittee Determination approving this Agreed Disposition, Respondent must engage the services of an accountant who is familiar with the requirements of Rule 1.15 of the Rules of Professional Conduct to review Respondent's attorney trust account record-keeping, accounting, and reconciliation methods and procedures to ensure compliance with Rule 1.15 of the Rules of Professional Conduct. Respondent is obligated to pay when due the accountant's fees and costs for services.
2. Upon completion of the accountant's review of Respondent's trust account record-keeping, accounting, and reconciliation methods and procedures, but no later than six months after the effective date of this Order, Respondent shall certify to Bar Counsel that he has engaged an accountant and has revised his trust accounting methods and procedures based on the accountant's recommendations and the requirements of Rule 1.15 of the Rules of Professional Conduct.

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 shall hold a hearing and Respondent shall be required to show cause why the District Committee should not certify the matter to the VSB Disciplinary Board for a sanction determination. 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 shall assess costs.

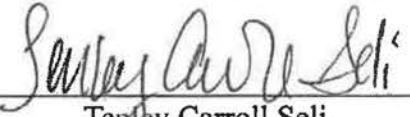
EIGHTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Vicki L. Francois
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on June 20, 2024, a true and complete copy of the foregoing Subcommittee Determination (Public Reprimand with Terms) was sent to Patrick M. McGraw, Respondent, by certified mail at McGraw Law P.C McGraw Law Building, 51 Boon Street, Boones Mill, Virginia 24065-4204, Respondent's last address of record with the Virginia State Bar, and by email to patmcgrawlaw@gmail.com; and to Phillip V. Anderson, counsel for Respondent, by first-class mail at Frith Anderson & Peake, P.C. PO Box 1240, 29 Franklin Road, Roanoke, Virginia 24006-1240, and by email to panderson@faplawfirm.com.



Terley Carroll Seli
Assistant Bar Counsel