VIRGINIA:

BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
MARY MEADE

VSB Docket No. 07-052-2135 and 07-052-064794

ORDER OF REVOCATION

THIS MATTER came on to be heard at 9:00 a.m. on November 18, 2011, in the Tweed Court Room on the fourth floor of the Lewis F. Powell, Jr., U.S. District Courthouse, Tenth & Main Street, Richmond, Virginia, before a panel of the Virginia State Bar Disciplinary Board ("Board") consisting of Paul M. Black, Acting Chair, Dr. Theodore Smith, lay member, Bruce T. Clark, John A. Dezio, and Peter A. Dingman. The Virginia State Bar was represented by Seth M. Guggenheim, Senior Assistant Bar Counsel. The Respondent, Mary Meade, did not appear.

Jennifer L. Hairfield, Court Reporter, of Chandler & Halasz, P.O. Box 9349, Richmond, Virginia, 23227, (804) 730-1222, after being duly sworn, reported the hearing.

The Chair polled the members of the panel as to whether they had any personal or financial interest which would impair, or reasonably could be perceived to impair, any of them from impartially hearing this matter and serving on the panel, to which inquiry each member and the Chair responded in the negative.

These matters came before the Board pursuant to a Petition for Expedited Hearing (the "Petition") pursuant to Part Six, Section IV, Paragraphs 13 – 18.D., Rules of the Supreme Court of Virginia, filed in the Clerk's Office on October 18, 2011, and served

on Respondent via Certified Mail on October 17, 2011. The Clerk's Office sent to Respondent, also by Certified Mail, at her address of record, on October 20, 2011, a Notice of Expedited Hearing, with an Order directing Respondent to appear before the Board on the date, at the time and in the location above set out. As noted above, Respondent did not appear when the Hearing convened as scheduled. The Chair requested the Assistant Clerk, Louann Weakland, to call Respondent's name three times in the hallway, which was done with no response.

The Board was presented with a pleading styled: Motion to Dismiss; Objection of Respondent, Mary Meade, to the Panel's [sic] Hearing Any Evidence; and Objection to the Abuse of Process, Bias, Conflict of Interest and Misconduct of Bar Counsel, Seth Guggenheim ("Respondent's Motion"). A cover letter, signed with Respondent's name, stated that she would also have copies of Respondent's Motion delivered to the Tweed Courtroom, which were received by the Board. Respondent's cover letter further stated that she could not attend the hearing in person as she believed doing so "would cause me to participate in misconduct and because I think that this hearing is violative of the rules given Mr. Guggenheim's actions."

After considering Respondent's Motion, her cover letter and an e-mail sent to Ms. Weakland asserting that Respondent could not attend the hearing because she had to meet her former attorney in Arlington Circuit Court for entry of an order in this matter, and upon the representation by Mr. Guggenheim that there was, to his knowledge, no proceeding in this matter pending in Arlington Circuit Court beyond entry of a consent order, the Board denied Respondent's Motion and proceeded to hear evidence on the Petition.

The Petition alleged that Respondent violated certain specified Rules under the Virginia Rules of Professional Conduct ("Rules") and that the Respondent's "continued presence on the roll of attorneys in this Commonwealth would result in imminent further injury to, and loss of property of, her clients and other persons." The Rules alleged to have been violated were Rules 1.5, 1.15, 3.3, 5.4, 8.1 and 8.4.

Summary of Evidence Presented to the Board

Mr. Guggenheim then made an opening statement on behalf of the Bar and moved into evidence Bar Exhibit #1, an affidavit of Diana L. Balch, Custodian of Membership Records, Virginia State Bar, which, among other things, advised the Board that Respondent was, as of November 17, 2011, an active member of the Virginia State Bar, having been admitted to practice on October 2, 1984; Exhibit #2, a certified copy of Respondent's disciplinary record; and Exhibit #3, the transcript ("Transcript" or "Trp") of an earlier hearing in this matter (the "August Hearing"), held on August 26, 2011, before another panel of the Board.

The Transcript set out extensive testimony by Respondent, under oath. She was asked by her counsel whether she had attempted to comply with the request of Bar Counsel in investigating the complaints in this matter. She responded, in part, "I had determined I could no longer cooperate with the Bar because of the abuses that had occurred." Trp, p. 18, L 2-4. She further said, "I haven't had a trust account since the '90s. I do not hold funds for clients." Trp. P. 19, L19-20. In response to a question from her counsel regarding "Marriage and Family Recovery Programs, Incorporated," Respondent stated "that's my faith based marriage recovery program and it's a totally separate entity." Trp. P. 19, L 10 – 11. Under cross-examination by Mr. Guggenheim,

Respondent reiterated that she had no trust account, had not maintained a trust account since the late '90s, and in the past 10 years had not received advanced fees or costs from a client. Trp. p. 40, L 17 – 25, p. 41, L 1 – 20.

Respondent repeated that the Marriage and Family Recovery Programs were a "completely separate entity." Trp. p. 42, L 8 – 15. She did testify that her law firm shared office space and an employee with the Marriage and Family Recovery Programs, Inc. Trp. p. 49, L 25 – p. 50, L 1-3. Respondent said she is the sole lawyer in Mary Meade & Associates and is an officer and director, but not a shareholder of Marriage and Family Recovery Programs, Inc. Trp. p. 51, L 18 – 25. Respondent further testified that the Bar had requested, via subpoena, her bank records. She asserted that her own copies of such records were lost, but that she had not requested copies from the bank, nor would she "voluntarily"[1] produce those records if found, because she felt the Bar's request had not been properly explained. Trp. p. 54, L 5 – 25. Respondent offered an alternative reason for her failure to comply with the subpoena requesting "operating account records depicting monies received from Laura Straub." "Well, maybe it's a term thing. We just had one general account. So we didn't have specific trust or operating accounts." Trp. p. 58, L 18 – 25. In any event, she would not "cooperate" (by complying with the subpoena) because she believed Mr. Guggenheim and Mr. Sterling, the Bar's investigator, were themselves guilty of misconduct[2].

Caroline Elizabeth Palke, a client of Respondent, also testified at the August Hearing. Ms. Palke testified she hired Respondent as her attorney in a custody dispute in

[1] Respondent appears to view compliance with a subpoena to be "voluntary" production.
[2] The misconduct asserted by Respondent arose from Mr. Guggenheim seeking Respondent's medical records and an alleged "assault" against Respondent by Mr. Sterling. Mr. Guggenheim advised the Board that the Bar had sought medical records to verify Respondent's stated reason for continuance of a matter, and Mr. Sterling denied any assault, testifying he approached Respondent to obtain signatures on a release form and did not touch, menace or physically threaten her.

October, 2008, paying Respondent approximately $12,000, "up-front." This payment was based upon Respondent's estimate as to what the representation would cost and was exhausted over a period of months. Trp. p. 67, L 6 – 23 and p. 68, L 13 – p. 69, L 3.

The Transcript (Exhibit #3) and Exhibits #1 & #2 were received in evidence by the Board, and Mr. Guggenheim called William H. Sterling, the Bar investigator. Mr. Sterling testified he had attempted to investigate a complaint against Respondent and scheduled a series of interviews with her. A subpoena was issued for her bank records, but those records were not produced. Respondent told him her bank statements were on a computer and a back-up device, both of which had been stolen. At a third interview, Respondent appeared, read a statement and terminated the interview. He obtained a copy of Laura Straub's "Retainer Agreement" with Respondent, which was received as Exhibit #4. That Agreement provided for a "**non-refundable retainer**" (bold font in the document) of $10,000, with hourly fees to be charged "after the depletion" of the "retainer". Respondent reserved the right to require a "retainer" after the initial sum was "exhausted." The Agreement is dated September 8, 2005. Mr. Sterling also obtained an invoice issued to Laura Straub by Respondent for services in September 2005. This invoice was received as Exhibit #5. It reflects charges for legal services at the agreed rate totaling approximately $3,825.00, as of September 8, 2005, the date the "retainer" was paid, per the Agreement. By month's end, the "retainer" was used up.

The Bar then called Thanh Tho "Tammy" Nguyen, who hired Respondent for a divorce, custody and child support dispute on June 20, 2008. Ms. Nguyen met Respondent at St. Michael's Church. She and Respondent executed a "Retainer Agreement" which called for the client to pay "in advance a flat fee" of $12,500, plus a

$250 "Administrative Application Fee." The Agreement states, "This fee constitutes and [sic] advance payment for all legal services in my case for twelve months from this date .... . The entire fee must be paid in advance to reserve the attorney's time and is a **non-refundable retainer** [bold font in original]." The Agreement then provides for a fees "after the expiration of the first twelve months" at a "limited monthly rate" of $1500 per month.

Despite those contract provisions, in the fall of 2008, respondent billed Ms. Nguyen for additional fees, made necessary because Respondent had worked weekends on Ms. Nguyen's case. Ms. Nguyen paid an additional $2600 to Respondent by check dated November 5, 2008. A copy of that check was received as Exhibit #7. The next month an additional payment of $4500 was demanded from Ms. Nguyen. She was told that failure to pay would result in Respondent moving to withdraw as her counsel. Some of these demands for payment were purportedly sent by "Father Joseph" of the Marriage & Family Recovery Programs. Ms. Nguyen testified she never met Father Joseph, never spoke with him on the phone and, now, doubts his existence. Nevertheless, in a string of e-mails (copies of which were received as Exhibit #8) dated December 15, 2008, "Father Joseph" demanded that Ms. Nguyen wire money to the account of Marriage & Family Recovery Programs, an account at the same bank and bearing same account number as the account to which the November check payable to Respondent (Exhibit #7) was deposited. "Father Joseph" both cajoled Ms. Nguyen, extolling all "we" were doing to help Ms. Nguyen, and threatening her with the filing of a motion to withdraw. Ms. Nguyen sought additional time to pay due to her father's hospitalization, but "Father Joseph" was unrelenting "I will need you to have the money wired to our account first

thing Wednesday morning since the Board meets at 11:00 and so the money MUST be WIRED to our account by no later than 11:00 a.m." Ms. Nguyen did wire $4500 to the requested account on December 15, 2008, as reflected in Exhibits #9 & #10.

Ms. Nguyen stated that Respondent never obtained any of the relief she sought, nor did Respondent ever provide her with an accounting or a refund.

Travis Schultz was referred to Respondent through Respondent's husband (a co-worker) in July 2008. Respondent represented Mr. Shultz and obtained a divorce on his behalf for a "flat fee" of $7000. At the inception of the representation, Mr. Shultz was given a document (Exhibit #11) which was on the letter head of the Marriage & Family Recovery Programs, showing the same address as Respondent's law office in McLean, Virginia. This document purported to be an "excepted report" of a meeting of the "Advisory Board Selection Committee." It quotes Respondent as asking this committee for authorization to proceed with a divorce action for an individual identified as "T.S. 708-122," a person known to Respondent. Permission is supposedly sought because "we" normally do not under take divorce without attempt to save the marriage. Respondent is also quoted as requesting permission to charge a flat fee of $7000, "[e]ven though the committee raised this flat fee to $16000 last year ... ." Respondent is related to have described the circumstances of the client's marriage as justification for proceeding with divorce. "Father Joseph" is described as the chair of the meeting. Mr. Schultz never met Father Joseph nor spoke with him on the phone. Mr. Schultz did not at any time authorize Respondent to discuss his case with any committee of the Marriage & Family Recovery Programs. He was given a document (Exhibit #12) best described as a rate sheet showing fee options for The Law Offices of Mary S. Meade & Associates.

That document shows one option as "Flat Fee for Divorce Litigation Without Children for a Year" @ $7000. On July 30, 2008, Mr. Schultz wired $7000 to the same account Ms. Nguyen was to wire her fees to. Copies of (i) the wiring instructions given to Mr. Schultz, showing the account as belonging to Marriage & Family Recovery Programs, Mr. Schultz that same day; (ii) fund transfer confirmations from Mr. Schultz bank; and (iii) his check were received as Exhibit #13.

Melissa Ricks testified that she was referred to the Marriage & Family Recovery Programs in September, 2005, by her parish priest after she told him she was having problems in her marriage, but was appalled by the thought of divorce. The priest identified Respondent as someone he thought was doing good work counseling people in similar situations. During September and October, 2005, Ms. Ricks had several meetings and other communications with Respondent, not realizing Respondent was a lawyer. She said Respondent advised her as to how to comport herself in her marriage. Ms. Ricks meanwhile had contacted divorce lawyers and was waiting for the one she preferred to become available. The selected lawyer had advised Ms. Ricks his case load was too full to permit him to take on a new client, but if she could wait, he would represent her after completing some of his current work. Ms. Ricks continued to consult with Respondent as a counselor.

On October 30, 2005, Ms. Ricks met with Respondent at a restaurant where they had met previously. Respondent at that time revealed that she was an attorney and advised Ms. Ricks to immediately pack up her children and leave her husband. Ms. Ricks was surprised to learn that respondent was a lawyer, but was persuaded to hire her when Respondent explained that Ms. Ricks would receive a 25% discount on fees as a

client of the Marriage & Family recovery Programs and would receive a $25,000 "scholarship" toward her fees. Ms. Ricks, who had been reluctant to hire Respondent, agreed to sign a Retainer Agreement after Respondent hand wrote additions to it reflecting the discount and scholarship. Because they were meeting at a restaurant, Ms. Ricks did not then receive a copy of the Agreement. Months later after she switched counsel and was pursued by Respondent for claimed unpaid fees, Ms. Ricks obtained a copy of the Agreement which was missing page 3. The copy she received did not have the hand written provisions Ms. Ricks saw the Respondent add to the Agreement on October 30, 2005. This copy was received as Exhibit #14. Ms. Ricks paid Respondent $1000.

Melissa Ricks changed counsel in February 2006, because she felt Respondent was taking a more militant and inflexible approach to the case than the one Ms. Ricks wanted to pursue. An Advisory Board Action Report, this one on the letterhead of Respondent's law office, was sent to Ms. Ricks. It runs to six pages, single paced typing and purports to be the minutes of a "Meeting of the Advisory Board's Financial Committee" on February 10, 2006. Said to be in attendance, besides Respondent, were "Father Joseph," "Father Johnson," "Dr. Smith," "Mr. Williams," and "Sister Mary Joseph." Ms. Ricks never met any of these people and never authorized Respondent to discuss her case with any one or all of them. The document portrays Respondent as advocating on behalf of a client named as "Mrs. M" to persuade the Financial Committee to postpone "reporting the matter to the collection agency." The Report was received in evidence as Exhibit #16.

Subsequently, Ms. Ricks received correspondence from Your Collections

Solutions, Inc., demanding payment of $39,000, for services rendered by Respondent to Ms. Ricks. Although Ms. Ricks did not hire Respondent until October 30, 2005 (and testified she did not know Respondent was a lawyer prior to that time) she received an invoice for services allegedly rendered in September 2005. This invoice was received as Exhibit #15. The Board also received in evidence (as Exhibit #17) a copy of a letter from Peter W. Buchbauer, Esq., to Respondent, advising Respondent that a reasonable fee for the benefits obtained for Ms. Ricks during Respondent's tenure as her attorney would be $2500, based on what an "average professional would have charged in this area.... ."

SUMMARY OF BOARD'S FINDINGS

Having presented this evidence the Bar rested its case and made closing argument. The Board retired to consider the evidence and the violations charged. After deliberation and considering the testimony of the witnesses presented and the exhibits received, the hearing was reconvened and the Chair announced the unanimous decision of the Board as follows:

As to Rule 1.5(a), **A lawyer's fee shall be reasonable.**

The Bar proved by clear and convincing evidence that Respondent's fees were not reasonable when measured against the criteria set forth in subparts (1) – (8) of this Rule. The Board notes Ms. Nguyen's testimony that she paid fees of nearly $20,000 in a period of a few months without obtaining any relief. Ms. Ricks was billed $39,000, again for representation for a brief period with no substantial relief.

As to Rule 1.5(b), **The Lawyer's fee shall be adequately explained to the**

client.

The Bar proved by clear and convincing evidence that Respondent's fees were not adequately explained. Ms. Nguyen agreed to a fee of $12,500 to cover representation for a full year, but within less than six months, Respondent demanded additional payments, because she worked weekends. Ms. Ricks was billed $39,000, but was unable to obtain invoices or even a copy of her fee agreement.

As to Rule 1.15 (a), **All funds received or held by a lawyer ... shall be deposited in one or more identifiable escrow accounts ... .**

The Bar proved by clear and convincing evidence that Respondent failed to maintain an escrow account. Respondent testified at the August Hearing that she had not had a trust account since the '90s. The evidence showed that advance fees from clients were directed to an account titled to the Marriage & Family Recovery Programs, which respondent asserted was a separate entity from her law firm. She identified that account as a "general account."

As to Rule 1.15(c)(3), **A lawyer shall: maintain complete records of all funds, securities, and properties of a client coming into possession of the lawyer and render appropriate accounts to the client regarding them ... .**

The Bar proved by clear and convincing evidence that Respondent did not account to Ms. Nguyen, Mr. Schultz, Ms. Palke or Ms. Ricks (until demanded by a replacement attorney) for monies received from her clients. Respondent further testified that her records were on a computer and back-up device that was stolen from her, but that she had taken no steps to obtain account statements from her bank to allow her to reconstitute an appropriate account ledger.

As to Rule 3.3(a)(1), **A lawyer shall not knowingly: make a false statement of fact or law to a tribunal[.]**

The Bar proved by clear and convincing evidence that respondent lied to the Board at the August Hearing when she said that she had not in the preceding 10 years received advanced fees or costs from a client. The Retainer Agreements for Ms. Straub, Ms. Nguyen, and Mr. Schultz all plainly called for payment of advance fees to be earned by work done after the date of receipt. The fees were described as advance payments in writing and the circumstances in each of those cases made clear that the fee was not fully earned when received.

As to Rule 5.4(a), **A lawyer or law firm shall not share legal fees with a non-lawyer ... .**

The Bar established by clear and convincing evidence that client fees directed to Respondent were deposited to an account in the name of the Marriage & Family Recovery Programs. Respondent testified that her law practice shared a "general" account with that entity. Ms. Nguyen's check, payable to Respondent was deposited to that account and her subsequent fees were wired to it after she received demands from an individual purporting to be someone other than Respondent. Mr. Schultz was also directed to wire his "flat fee" to that account.

Ms. Ricks was apparently referred to the Marriage & Family Recovery Programs by her parish priest. Respondent testified that the Marriage & Family Recovery Programs, Inc., shared office space and at least one volunteer employee with Respondent's law practice. Ms. Nguyen received e-mail messages purporting to be from "Father Joseph" on behalf of the Marriage & Family Recovery Programs. Mr. Schultz

was furnished an "Action Report" from the "Advisory Board selection Committee" of the Marriage & Family Recovery Programs approving his "flat fee" arrangement.

The Board could not find that the Marriage & Family Recovery Programs were, in fact, a separate legal entity, nor was the Board convinced of the existence of Father Joseph, but the Board concluded that Respondent, at the least, had established the Marriage & Family Recovery Programs as a business distinct from her law practice and as such a "non-lawyer" for purposes of this Rule. The Bar proved by clear and convincing evidence that client fee monies were deposited to a "general" account shared by Respondent's law practice and the Marriage & Family Recovery Programs.

As to Rule 8.1, **... a lawyer ... in connection with a disciplinary matter, shall not:**

(a) **knowingly make a false statement of material fact ... [.]**

The Bar proved by clear and convincing evidence that Respondent made a false statement, under oath, at the August Hearing when she testified that she had in the past 10 years not received any advance fees or costs. Ms. Palke testified at the August Hearing that she paid Respondent "up-front what we estimated it would cost at that time." Ms. Nguyen's "Retainer Agreement" (Exhibit #6), signed by Respondent on June 20, 2008, has the client "agree to pay in advance a flat fee of $12,500 .... ." It continues "[t]his fee constitutes and advance payment for all legal services entailed in my case for twelve months from this date, ..." The Board noted that these provision were sufficiently focused upon that Ms. Nguyen initialed the change of the word "and" to "and."

(d) **obstruct a lawful investigation by an admissions or disciplinary authority**

... [.]

The Bar proved by clear and convincing evidence that Respondent obstructed the investigation of the complaint in this matter by failing to comply with a subpoena properly served upon her. The subpoena sought, among other things, bank statements for any accounts into which client fee and cost monies were deposited. Respondent alleged that her lap top computer and a back-up device were stolen from her in an incident she did not report to the police. She asserted that she did not keep paper records of her bank statements, relying on digital files from her bank. She did not, however, obtain replacement records from the bank, and she further testified that her law practice had only the general account shared with the Marriage & Family Recovery Programs. As noted, client fee monies were wired to that account and client fee checks deposited to it. Respondent stated she would not produce records of that account even if she could because the Marriage & Family Recovery Programs was a separate entity.

As to Rule 8.4, **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[.]

The Board could not determine whether Father Joseph, Father Johnson, Sister Mary Joseph, Dr. Smith and/or Mr. Williams exist, nor whether if they exist any of them sits on an advisory board either for the Marriage & Family Recovery Programs or Respondent's law practice. The Bar did prove that Mr. Schultz was encouraged to wire his flat fee by receipt of an "Advisory Board Selection Committee Action Report" (Exhibit #11) which recited Respondent's successful effort to convince the supposed Committee to permit her to charge a fee of $7000 ("a very reduced fee"), rather than

$16,000. This "Report" also advised Mr. Schultz he must act quickly as "many are wait-listed" for this program. The "Report" was printed on letter head of the Marriage & Family Recovery Programs although it related to Respondent's representation of Mr. Schultz in divorce litigation.

Ms. Nguyen, who had paid, in advance, for legal services for a year from June 20, 2008, received e-mails purporting to be from "Father Joseph" demanding immediate payment of additional fees in December, 2008. Ms. Nguyen never met Father Joseph, never authorized discussion of her case with third parties and was a client of Respondent's law practice. The e-mails were sent with an attached motion to withdraw as counsel. Father Joseph's e-mail account was in the same domain, "marriagerecovery.com", as Respondent's e-mail address. These e-mails successfully prompted Ms. Nguyen to wire an additional $4500 to the shared general account of Respondent's law practice and the Marriage & Family Recovery Programs.

Ms. Ricks was referred to Respondent as a counselor and was unaware until October 30, 2005, the date of her Retainer Agreement, that Respondent was an attorney. Respondent subsequently attempted to obtain payments for legal services allegedly rendered in September of 2005. After Ms. Ricks sent a letter informing Respondent she was hiring a different attorney, in February 2006, Ms. Ricks was sent an "Advisory Board Action Report", this one on the letter head of Respondent's law practice (Exhibit #16). The "Report" asserted that Respondent had invested hundreds of hours of volunteer or *pro bono* time on Ms. Ricks behalf, but that there remained a large overdue balance (supposedly $39,000) in unpaid fees. The "Report" portrayed Respondent as interceding on Ms. Ricks' behalf against a more militant Financial Committee of the

Advisory Board. Ultimately, Respondent is reported as prevailing on the group to hold off on referring the case for collection because Respondent believed Ms. Ricks would obtain a loan and pay her bill before paying her new lawyer. Ms. Ricks never authorized Respondent to discuss her case with third parties, not did she ever meet any of Father Joseph, Father Johnson, Dr. Smith, Mr. Williams and/or Sister Mary Joseph.

Ms. Ricks was persuaded to hire Respondent, in part, by promises she would receive a 25% discount because she had been a participant in the Marriage & Family Recovery Program plus a $25,000 "scholarship" toward her fees. Ms. Ricks insisted these provisions be hand written in the Retainer Agreement; she watched the changes made on the document. When she finally obtained a copy of the Agreement, it was missing one page and the hand written changes were not to be found.

The Bar proved by clear and convincing evidence that Respondent engaged in conduct involving deceit and reflecting adversely on her fitness to practice law.

SANCTION

The Board then heard argument by the Bar as to the appropriate sanction to be imposed upon the findings of rule violations recited above. The Bar had previously submitted Exhibit #2, a certified compilation of Respondent's disciplinary record showing one Private Dismissal with terms (which terms were complied with), a Public Reprimand, a four month Suspension and a thirteen month Suspension. It was noted that the thirteen month Suspension arose from a case in which Respondent was found to have

obstructed the investigation and to have presented a forged document as exculpatory evidence. The four month Suspension arose from one matter in which Respondent was found to have filed with the Court as a true copy a letter which was in fact substantially different from the one sent to opposing counsel, and another matter in which Respondent asserted that she had filed a motion which could not be found in the Court's records. It was implied that opposing counsel had removed the motion from the Court file, a felony. The Court found that the motion was not in fact filed. In both Suspension matters the Respondent was found to have violated Rule 8.4(c) by deceitful conduct. The Bar advocated revocation as a sanction.

The Board retired to consider the proper sanction. After deliberation, the hearing was reconvened and the Chair announced the unanimous decision of the Board. Respondent's license was REVOKED effective immediately. A Summary Order was promptly entered and the hearing adjourned.

It is ORDERED that, as directed in the Board's November 18, 2011 Summary Order in this matter, Respondent must comply with the requirements of Part Six, § IV, ¶ 13-29 of the Rules of the Supreme Court of Virginia. The Respondent shall forthwith give notice by certified mail, return receipt requested, of the revocation of her license to practice law in the Commonwealth of Virginia, to all clients for whom she 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 her care in conformity with the wishes of her client(s). Respondent shall give such notice within 14 days of the effective date of the revocation, and make such arrangements as are required herein within 45 days of the effective date of the

revocation. The Respondent shall also furnish proof to the Bar within 60 days of the effective day of the revocation that such notices have been timely given and such arrangements 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 revocation, she shall submit an affidavit to that effect to the Clerk of the Disciplinary System at the Virginia State Bar. 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, unless the Respondent makes a timely request for hearing before a three-judge court.

It is further ORDERED that pursuant to Part Six, § IV, ¶ 13-9 E. of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess all costs against the respondent.

It is further ORDERED that the Clerk of the Disciplinary System shall mail an attested copy of this order to respondent at her address of record with the Virginia State Bar, being Law Offices of Mary Meade, Suite 360, 11325 Random Hills Road, Fairfax, VA 22030-3126 by certified mail and by regular mail to Seth M. Guggenheim, Senior Assistant Bar Counsel, Virginia State Bar, 707 East Main Street, Suite 1500, Richmond, Virginia 23219.

Entered this 19th day of December, 2011
VIRGNIA STATE BAR DISCIPLINARY BOARD

PAUL M. BLACK, Acting Chair