

VIRGINIA:

BEFORE THE FIFTH DISTRICT, SECTION III SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
NEAL DAVID OLESKER

VSF Docket No. 25-053-133323

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)

On September 17, 2025, a meeting in this matter was held before a duly convened Fifth District, Section III Subcommittee consisting of Mark Frederick Carlos Franco, Esq., Chair; Kristen Lea Kugel, Esq., Member; and Charles R. Markham, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand without Terms pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4. The agreed disposition was entered into by the Virginia State Bar, by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel, Neal David Olesker (“Respondent”), and McGavock Dickinson Reed, Jr., counsel for Respondent.

WHEREFORE, the Fifth District, Section III Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand without Terms:

I. FINDINGS OF FACT

1. Respondent was admitted to the Virginia State Bar (“VSB”) in 1989. At all relevant times, Respondent was a member of the VSB.
2. In or about November 2022, Complainant Charles Stiles approached Michael Arif,¹ a friend and a former lawyer of Stiles, for assistance with collecting payment for work he had performed on the home of Navin and Ikneet Sethi. After Stiles approached Arif, he learned that Arif was no longer a lawyer, but Arif told Stiles that he knew an attorney (Respondent) who could work on the case.

¹ In August 2021, Arif’s license to practice law was suspended for five years. In January 2022, Arif’s license to practice law was revoked.

3. In December 2022, Respondent agreed to work on the Stiles case with Arif.
4. Respondent and Stiles never had a representation agreement. Respondent said the case was never entered into his case management system. Other than a single bill to cover the filing fees, Stiles only paid Arif, and Arif did not share any of that income with Respondent.
5. On January 18, 2023, Respondent's firm filed a mechanics/judgment lien against Narinder² and Ikneet Seethi [sic], claiming an amount of \$42,004.27. This lien had been prepared by Stiles and Arif. Although Stiles's contract was with one of the Sethis, the lien identified two individuals. Stiles had not completed the work but sought the entire amount due under the contract.
6. On July 6, 2023, Respondent filed a complaint to enforce the mechanic's lien.
7. On July 28, 2023, counsel for the Sethis sent a letter to Respondent identifying several problems with the mechanic's lien. Counsel stated that there was no good faith basis to pursue enforcement of the mechanic's lien and indicated he would pursue sanctions if Respondent attempted it.
8. Respondent forwarded the letter to Arif and asked, "Is he correct? If so can we amend or does it have to start over? That's only a filing fee and recording fee. I have no idea. I'll look at it later."
9. Arif replied:

I'm going to call Shadow the client and figure this all out.
Jackie went thru her contacts at navy federal for the info on the property.
I'm going to find the file go they then give him a ration of shit
If for any reason they're right I don't think we can amend the lien but we can file suit on a breach of contract claim
10. On July 31, 2023, Arif emailed Stiles and said, "I now have an officially distressed atty (Neal) and an upset person (me)." He described the letter received from opposing counsel and identified the problems with the mechanic's lien. He asked Stiles to address the issues raised by defense counsel.
11. On August 3, 2023, counsel for the Sethis filed a plea in bar, demurrer, and a petition to deem the mechanic's lien invalid.
12. On August 4, 2023, Arif sent an email to Stiles where he said "the BOTTOM LINE is we have to dismiss the mechanic's lien case. There are errors in the lien that just cannot be repaired because there is a very strict time limit to amend the paperwork." Arif said he had discussed options with Respondent and told Stiles that he could

² Narinder Sethi is Ikneet Sethi's brother-in-law and Navin Sethi's brother.

file a breach of contract claim on each contract or the whole. Four days later, Respondent replied, "I agree completely."

13. On August 6, 2023, Arif sent Stiles a bill under the name "Arif & Associates Private Consulting, LTD." He billed at a rate of \$250 an hour. He billed for a total of \$1,483.50.
14. On August 7, 2023, the mechanic's lien was released.
15. On September 16, 2023, Arif texted Stiles about his bill:

Sep 16, 2023 at 9:02 AM

Jackie told me you made a partial payment the other day and for that I thank you Now let me bitch you paid 1/3 of your bill it would not be cool of me to do 1/3 of the work or delay responses by 33% not really trying to be an asshole and I am sensitive to your surgical issues but still you get to extend the sensitivity this way

16. Arif also complained about Respondent being unresponsive and said:

I'm giving Neal till the end of the weekend and then I'll go beat the woods for a new counsel. I honestly don't know what's going on with him. I do believe he's wallowing in self pity

17. In an October 3, 2023 text message, Arif said to Stiles:

I think we should just do a breach of contract but the Atty on the other side said that there were problems (unspecified) with the work you did and he has a concern about fighting a class c license against a class a license. I think that's bullshit but it gets to be his decision at least initially

18. In January 2024, Respondent spoke with Stiles directly. Stiles said he still wanted to collect the money from the Sethis that he thought was owed to him. Respondent said that he and Stiles discussed a possible suit for unjust enrichment but said that it was outside of Respondent's expertise.
19. Although Respondent agrees that his conduct constituted assisting Arif in engaging in the unauthorized practice of law, Respondent would testify that such assistance was not knowing or intentional.

II. NATURE OF MISCONDUCT

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

RULE 1.3 Diligence

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

By filing the mechanic's lien and the complaint to enforce the mechanic's lien without exercising reasonable diligence to verify that they were accurate, Respondent violated Rule 1.3(a).

RULE 5.5 Unauthorized Practice of Law; Multijurisdictional Practice of Law

- (c) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

By assisting Arif, a revoked attorney, in engaging in the unauthorized practice of law, Respondent violated Rule 5.5(c).

III. PUBLIC REPRIMAND WITHOUT TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand without Terms, and Neal David Olesker is so reprimanded. Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-9.E, the Clerk of the Disciplinary System shall assess costs.

FIFTH DISTRICT, SECTION III SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

Mark Franco

Mark Frederick Carlos Franco
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2025, a true and complete copy of the foregoing Subcommittee Determination was sent to Neal David Olesker, Respondent, by certified mail at 1683 Drewlaine Drive, Vienna, Virginia 22182-9353, Respondent's last address of record with the Virginia State Bar, and by email to ndolesker@msn.com; and to McGavock Dickinson Reed, Jr., counsel for Respondent, by first-class mail at the McGavock Reed Law Firm, 277 South Washington Street, Suite 210, Alexandria, Virginia 22314-3672, and by email to mac@macreedlaw.com.



Elizabeth K. Shoenfeld
Senior Assistant Bar Counsel