

VIRGINIA :

BEFORE THE EIGHTH DISTRICT SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

IN THE MATTER OF  
DIRK BARRON PADGETT

VSB Docket No. 25-080-132754

**SUBCOMMITTEE DETERMINATION**  
**(PUBLIC REPRIMAND WITH TERMS)**

On March 6, 2025, a meeting in this matter was held before a duly convened Eighth District Subcommittee consisting of Paul Christopher Kuhnel, Esq, Chair; Bryson James Hunter, Esq., Member; and Eric Weston Bond, 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. of the Rules of the Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Jessica C. Beatty, Assistant Bar Counsel, and Dirk Barron Padgett (“Respondent”), *pro se*.

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 1990. At all times relevant hereto, Respondent has been licensed to practice law in the Commonwealth of Virginia.
2. On November 28, 2023, Jessica Stoots (“Client”) hired Respondent to represent her in a custody and visitation matter.
3. Respondent’s Legal Services Agreement stated: “[c]lient agrees to pay a flat fee retainer in the amount of \$6,000.00. I acknowledge receipt of the \$6,000.00 on November 27,

2023 ... There are no refunds and the retainer fee shall not be prorated.”<sup>12</sup>

<sup>12</sup> On November 27, 2023, Respondent deposited the advanced legal fee into his trust account.

4. On June 6, 2024, Respondent represented Client in a contested hearing on Client’s request to amend custody and visitation. Client was unhappy with the results of the hearing. By letter dated July 10, 2024, Client requested Respondent refund her advanced fee.

5. Respondent did not maintain a client ledger or records of work done and time spent on Client’s matter.

6. Respondent did not reconcile his trust account in Client’s matter; he initially stated that he did not recall whether he disbursed the \$6,000.00 advanced fee out of his trust account, but later stated that he did not disburse the \$6,000.00 advanced fee from his trust account because he routinely maintains a large buffer of \$10,000.00 or more in his trust account to avoid overdrafts.

7. On July 28, 2024, Client filed a bar complaint with the VSB alleging in part that Respondent did not refund her advanced legal fee.

8. On August 15, 2024, Client filed a Warrant in Debt against Respondent in the Roanoke City General District Court seeking a refund of her advanced fee. A hearing was set for November 13, 2024.

9. On August 21, 2024, Respondent filed an answer to the bar complaint in which he stated that he did not refund Client’s advanced fee because he took her case on a flat fee basis and considered the fee to have been earned upon receipt. Respondent stated that he usually charges clients a “flat fee.”

10. Respondent filed a Motion to Dismiss the Warrant in Debt, citing the “flat fee” provision in his Legal Services Agreement.

11. On November 13, 2024, Respondent drafted a “Settlement Agreement.”

12. The Settlement Agreement purported to obligate Client to withdraw or dismiss her bar complaint “with prejudice,” and to withdraw her warrant in debt, with prejudice, in exchange for a one-time payment of \$3,000.00 from Respondent to Client. Specifically, the Settlement Agreement stated, *inter alia*

Waiver and Release of Claims by Plaintiff. For and in consideration of the payment of \$3,000.00 payment described above, for dismissal of

“.....”

..f

<sup>12</sup> Virginia Legal Ethics

Opinion 1606 states that non-refundable fees and earned upon receipt advanced legal fees are *per se* unreasonable and thus a violation of RPC 1.5(a). See Virginia State Bar Standing Comm. on Legal Ethics, Legal Ethics Op. 1606 (1994) (Compendium Opinion, Va. Sup Ct. Approved (2016)).

Plaintiff's claims asserted in her Warrant in Debt and dismissal of Bar Complaint described above, Plaintiff waives, releases, and forever discharges Defendant, as well as his successors, agents, assigns and heirs, of and from any and all claims, demands, damages, costs, expenses, losses, actions and causes of action of any kind or nature whatsoever as to all claims related to the representation of the Plaintiff by the Defendant, in any capacity from the date of the paid retainer to the date of this release signed by the Plaintiff.

Dismissal of Lawsuit and Bar Complaint with Prejudice. Immediately upon execution of this Agreement, the Defendant will deliver a check in the amount of \$3000.00 to the Plaintiff and Plaintiff agrees to join in the dismissal of the Warrant in Debt, GV24005167-00 and Bar Complaint #25-080-132754. Defendant will forward to the Roanoke City General District Court a copy of this signed settlement with the understanding and agreement that both parties are moving to dismiss that action, with prejudice. Additionally, Defendant will forward to the Virginia State Bar a copy of the signed agreement with the understanding and agreement that both parties are moving to withdraw and dismiss that complaint, with prejudice.

#### CONFIDENTIALITY

Both parties agree that this agreement shall remain confidential and shall not be provided nor posted on any social media of any kind, nor discussed or published in any matter, nor in any way or means, by the Plaintiff, or her family member or friends or anyone acting on behalf of any of the above. Breach of this clause may subject either party to a cause of action for damages.

In the event of breach of this Agreement, the defaulting party shall bear the reasonable attorneys' fees and costs of the non-defaulting party incurred in enforcing the Agreement.”

13. On November 13, 2024, Client and Respondent appeared in court for a hearing on Client's Warrant in Debt against Respondent. Respondent presented the Settlement Agreement to Client in court. In court, Respondent gave Client \$3,000.00 via a check drawn on his trust account. Upon receipt of the check, Client signed the Settlement Agreement in court.

14. On November 13, 2024, Respondent sent an email to the Bar and attached the Settlement Agreement endorsed by Client and Respondent. Respondent copied Client on his email to the Bar.

15. On January 8, 2025, Client declined to submit to an interview with the Bar investigator citing the terms of the settlement agreement she had signed with Respondent.

## II. NATURE OF MISCONDUCT

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

**RULE 1.5 Fees**

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
1. the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
  2. the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
  3. the fee customarily charged in the locality for similar legal services;
  4. the amount involved and the results obtained;
  5. the time limitations imposed by the client or by the circumstances;
  6. the nature and length of the professional relationship with the client;
  7. the experience, reputation, and ability of the lawyer or lawyers performing the services; and
  8. whether the fee is fixed or contingent.

*By entering into a fee arrangement that provided for a non-refundable advanced fee, Respondent violated Rule 1.5.*

**RULE 1.15 Safekeeping Property**

(a) Depositing Funds

\*\*\*

- 3) No funds belonging to the lawyer or law firm shall be deposited or maintained therein except as follows:
  - i. funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution or to maintain a required minimum balance to avoid the imposition of service fees, provided the funds deposited are no more than necessary to do so...

\*\*\*

(b) Specific Duties. A lawyer shall:

\*\*\*

- 3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;

\*\*\*

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

- 1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.
- 2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.

\*\*\*

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

- 3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:
  - i. reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;
  - ii. reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement and subtracting any checks or disbursements not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and
  - iii. reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.
- 4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

*By maintaining earned fees in his trust account in excess of the amount necessary to pay service fees and maintain a minimum balance, Respondent violated Rule 1.15(a)(3)(i)*

*By failing to maintain an accounting of Client's advanced legal fee and failing to provide to Client an accounting of her advanced legal fee, Respondent violated Rule 1.15(b)(3).*

*By failing to keep client ledgers, receipts and disbursement journals in Client's matter, Respondent violated Rule 1.15(c)(1)-(2).*

*By failing to maintain a client ledger for Client and thus failing to perform required reconciliations of his client ledger for Client; by failing to maintain records of Client's trust*

*account balance and thus failing to reconcile Client's trust account balance; and by failing to reconcile Client's trust account balance with Client's client ledger, ensuring that Client's trust account balance equaled Client's client ledger, Respondent violated Rule 1.15(d)(3)(i), (ii), and (iii).*

#### **RULE 8.4 Misconduct**

It is professional misconduct for a lawyer to:

...

(f) enter into an agreement with a client or former client limiting or purporting to limit the right of the client or former client to file or pursue any complaint before a lawyer regulatory or disciplinary authority.

*By entering into an agreement with Client purporting to limit her right to pursue her bar complaint against Respondent, Respondent violated Rule 8.4().*

### **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 six months of the entry of an Agreed Disposition, Respondent will complete six (6) hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of trust accounting. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward his Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify his compliance with the terms set forth in this paragraph by delivering a fully and properly executed Virginia MCLE Board Certification of Attendance form (Form 2) to Bar Counsel, promptly following his attendance of each such CLE program(s). Respondent will certify compliance in writing to Bar Counsel no later than six months following the date of entry of this Subcommittee Determination.

(2) Within thirty days of the execution of an Agreed Disposition, Respondent will read in its entirety *Lawyers and Other People's Money*, 5<sup>th</sup> Edition; Virginia Legal Ethics Opinion 1606; and Virginia Legal Ethics Opinion 1899. Respondent will certify compliance in writing to Bar Counsel no later than thirty days following the date of entry of this Subcommittee Determination.

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 a District Committee should not certify this matter to the Disciplinary Board for determination of a sanction. 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**

  
Paul Christopher Kuhnel  
Subcommittee Chair

**CERTIFICATE OF SERVICE**

I hereby certify that on April 22, 2025, a true and complete copy of the foregoing Subcommittee Determination was sent to Dirk Barron Padgett, Respondent, by certified mail at Dirk Padgett Law PLLC, 211 E. Jackson Ave., Vinton, VA 24179, Respondent's last address of record with the Virginia State Bar, and by email to [dirk@dirkpadgettlaw.com](mailto:dirk@dirkpadgettlaw.com).

  
\_\_\_\_\_  
Jessica C. Beatty  
Assistant Bar Counsel

**VIRGINIA:**

**BEFORE THE EIGHTH DISTRICT SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF  
DIRK BARRON PADGETT**

**VSB Docket No. 25-080-132754**

**AGREED DISPOSITION  
PUBLIC REPRIMAND WITH TERMS**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar, by Jessica C. Beatty, Assistant Bar Counsel, and Dirk Barron Padgett (“Respondent”), *pro se*, hereby enter into the following agreed disposition arising out of the above-referenced matter.

**I. STIPULATIONS OF FACT**

1. Respondent was admitted to the Virginia State Bar (“VSB”) in 1990. At all times relevant hereto, Respondent has been licensed to practice law in the Commonwealth of Virginia.
2. On November 28, 2023, Jessica Stoots (“Client”) hired Respondent to represent her in a custody and visitation matter.
3. Respondent’s Legal Services Agreement stated: “[c]lient agrees to pay a flat fee retainer in the amount of \$6,000.00. I acknowledge receipt of the \$6,000.00 on November 27, 2023 ... There are no refunds and the retainer fee shall not be prorated.”<sup>1</sup> On November 27, 2023, Respondent deposited the advanced legal fee into his trust account.
4. On June 6, 2024, Respondent represented Client in a contested hearing on Client’s request to amend custody and visitation. Client was unhappy with the results of the hearing. By letter dated July 10, 2024, Client requested Respondent refund her advanced fee.
5. Respondent did not maintain a client ledger or records of work done and time spent on Client’s matter.

---

<sup>1</sup> Virginia Legal Ethics Opinion 1606 states that non-refundable fees and earned upon receipt advanced legal fees are *per se* unreasonable and thus a violation of RPC 1.5(a). See Virginia State Bar Standing Comm. on Legal Ethics, Legal Ethics Op. 1606 (1994) (Compendium Opinion, Va. Sup Ct. Approved (2016)).

6. Respondent did not reconcile his trust account in Client's matter; he initially stated that he did not recall whether he disbursed the \$6,000.00 advanced fee out of his trust account, but later stated that he did not disburse the \$6,000.00 advanced fee from his trust account because he routinely maintains a large buffer of \$10,000.00 or more in his trust account to avoid overdrafts.
7. On July 28, 2024, Client filed a bar complaint with the VSB alleging in part that Respondent did not refund her advanced legal fee.
8. On August 15, 2024, Client filed a Warrant in Debt against Respondent in the Roanoke City General District Court seeking a refund of her advanced fee. A hearing was set for November 13, 2024.
9. On August 21, 2024, Respondent filed an answer to the bar complaint in which he stated that he did not refund Client's advanced fee because he took her case on a flat fee basis and considered the fee to have been earned upon receipt. Respondent stated that he usually charges clients a "flat fee."
10. Respondent filed a Motion to Dismiss the Warrant in Debt, citing the "flat fee" provision in his Legal Services Agreement.
11. On November 13, 2024, Respondent drafted a "Settlement Agreement."
12. The Settlement Agreement purported to obligate Client to withdraw or dismiss her bar complaint "with prejudice," and to withdraw her warrant in debt, with prejudice, in exchange for a one-time payment of \$3,000.00 from Respondent to Client. Specifically, the Settlement Agreement stated, *inter alia*:

"Waiver and Release of Claims by Plaintiff. For and in consideration of the payment of \$3,000.00 payment described above, for dismissal of Plaintiff's claims asserted in her Warrant in Debt and dismissal of Bar Complaint described above, Plaintiff waives, releases, and forever discharges Defendant, as well as his successors, agents, assigns and heirs, of and from any and all claims, demands, damages, costs, expenses, losses, actions and causes of action of any kind or nature whatsoever as to all claims related to the representation of the Plaintiff by the Defendant, in any capacity from the date of the paid retainer to the date of this release signed by the Plaintiff.

...

Dismissal of Lawsuit and Bar Complaint with Prejudice. Immediately upon execution of this Agreement, the Defendant will deliver a check in the amount of \$3000.00 to the Plaintiff and Plaintiff agrees to join in the dismissal of the Warrant in Debt, GV24005167-00 and Bar Complaint #25-080-132754. Defendant will forward to the Roanoke City General District Court a copy of this signed settlement with the understanding

and agreement that both parties are moving to dismiss that action, with prejudice. Additionally, Defendant will forward to the Virginia State Bar a copy of the signed agreement with the understanding and agreement that both parties are moving to withdraw and dismiss that complaint, with prejudice.

...

**CONFIDENTIALITY:**

Both parties agree that this agreement shall remain confidential and shall not be provided nor posted on any social media of any kind, nor discussed or published in any matter, nor in any way or means, by the Plaintiff, or her family member or friends or anyone acting on behalf of any of the above. Breach of this clause may subject either party to a cause of action for damages.

In the event of breach of this Agreement, the defaulting party shall bear the reasonable attorneys' fees and costs of the non-defaulting party incurred in enforcing the Agreement.”

13. On November 13, 2024, Client and Respondent appeared in court for a hearing on Client’s Warrant in Debt against Respondent. Respondent presented the Settlement Agreement to Client in court. In court, Respondent gave Client \$3,000.00 via a check drawn on his trust account. Upon receipt of the check, Client signed the Settlement Agreement in court.
14. On November 13, 2024, Respondent sent an email to the Bar and attached the Settlement Agreement endorsed by Client and Respondent. Respondent copied Client on his email to the Bar.
15. On January 8, 2025, Client declined to submit to an interview with the Bar investigator citing the terms of the settlement agreement she had signed with Respondent.

**II. NATURE OF MISCONDUCT**

Upon consideration of the evidence presented in this matter, the subcommittee found clear and convincing evidence of misconduct regarding the following rule violations of the Rules of Professional Conduct:

**RULE 1.5 Fees**

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
  1. the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

2. the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
3. the fee customarily charged in the locality for similar legal services;
4. the amount involved and the results obtained;
5. the time limitations imposed by the client or by the circumstances;
6. the nature and length of the professional relationship with the client;
7. the experience, reputation, and ability of the lawyer or lawyers performing the services; and
8. whether the fee is fixed or contingent.

*By entering into a fee arrangement that provided for a non-refundable advanced fee,*

*Respondent violated Rule 1.5.*

## **RULE 1.15 Safekeeping Property**

### **(a) Depositing Funds**

\*\*\*

- 3) No funds belonging to the lawyer or law firm shall be deposited or maintained therein except as follows:
  - i. funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution or to maintain a required minimum balance to avoid the imposition of service fees, provided the funds deposited are no more than necessary to do so...

\*\*\*

### **(b) Specific Duties. A lawyer shall:**

\*\*\*

- 3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;

\*\*\*

### **(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:**

- 1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.
- 2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.

\*\*\*

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

- 3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:
  - i. reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;
  - ii. reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement and subtracting any checks or disbursements not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and
  - iii. reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.
- 4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

*By maintaining earned fees in his trust account in excess of the amount necessary to pay service fees and maintain a minimum balance, Respondent violated Rule 1.15(a)(3)(i).*

*By failing to maintain an accounting of Client's advanced legal fee and failing to provide to Client an accounting of her advanced legal fee, Respondent violated Rule 1.15(b)(3).*

*By failing to keep client ledgers, receipts, and disbursement journals in Client's matter, Respondent violated Rule 1.15(c)(1)-(2).*

*By failing to maintain a client ledger for Client and thus failing to perform required reconciliations of his client ledger for Client; by failing to maintain records of Client's trust account balance and thus failing to reconcile Client's trust account balance; and by failing to reconcile Client's trust account balance with Client's client ledger, ensuring that Client's trust account balance equaled Client's client ledger, Respondent violated Rule 1.15(d)(3)(i), (ii), and (iii).*

## **RULE 8.4 Misconduct**

It is professional misconduct for a lawyer to:

...

(f) enter into an agreement with a client or former client limiting or purporting to limit the right of the client or former client to file or pursue any complaint before a lawyer regulatory or disciplinary authority.

*By entering into an agreement with Client purporting to limit her right to pursue her bar complaint against Respondent, Respondent violated Rule 8.4(f).*

### **III. PROPOSED DISPOSITION**

Accordingly, Assistant Bar Counsel and Respondent tender to a subcommittee of the Eighth District Committee for its approval the agreed disposition of a **PUBLIC REPRIMAND with Terms** as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Eighth District Committee. The terms are as follows:

(1) Within six months of the entry of an Agreed Disposition, Respondent will complete six (6) hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of trust accounting. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward his Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify his compliance with the terms set forth in this paragraph by delivering a fully and properly executed Virginia MCLE Board Certification of Attendance form (Form 2) to Bar Counsel, promptly following his attendance of each such CLE program(s). Respondent will certify compliance in writing to Bar Counsel no later than six months following the date of entry of this Subcommittee Determination.

(2) Within thirty days of the execution of an Agreed Disposition, Respondent will read in its entirety *Lawyers and Other People's Money*, 5<sup>th</sup> Edition; Virginia Legal Ethics Opinion 1606; and Virginia Legal Ethics Opinion 1899. Respondent will certify compliance in writing to Bar Counsel no later than thirty days following the date of entry of this Subcommittee Determination.

If all of the above terms are not met by the above dates, Respondent agrees that the District Committee shall certify this matter to the Disciplinary Board for determination of a sanction, pursuant to Part Six, Section IV, Paragraph 13-15.B.3 of the Rules of the Supreme Court of Virginia. 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 ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs. If the agreed disposition is approved, it is not appealable.

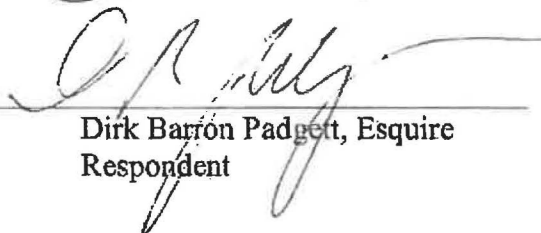
Pursuant to Part 6, § IV, ¶ 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the subcommittee considering this agreed disposition.

**THE VIRGINIA STATE BAR**



---

Jessica C. Beatty  
Assistant Bar Counsel



---

Dirk Barron Padgett, Esquire  
Respondent