

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
CHRISTOPHER WILLIAM ROOP**

VSB DOCKET NO. 24-090-132393

MEMORANDUM ORDER OF SUSPENSION

This matter came to be heard on March 28, 2025, before the Virginia State Bar Disciplinary Board (“the Board”) composed of Carolyn V. Grady, Esquire (Chair Designate), Michael C. Moore, Esquire, Reiss F. Wilks, Esquire, Alexander N. Simon, Esquire, and Elisabeth Martingayle, Lay Member. The Virginia State Bar (“the Bar”) was represented by Edward J. Dillon, (“Bar Counsel”). Christopher William Roop (“the Respondent”), *pro se*, appeared in person. Lisa A. Wright, Court Stenographer with Chandler and Halasz Stenographic Court Reporters, Mechanicsville, Virginia, (804) 730-1222, having been duly sworn, reported the hearing.

The Clerk of the Disciplinary System (“Clerk”) timely sent all legal notices of the date and place in the manner prescribed by Part Six, Section IV, Paragraph 13-18 of the Rules of the Supreme Court of Virginia (“Rules”).

The Chair inquired of the panel members if any of them had a personal or financial interest or any other bias which would preclude or could be reasonably be perceived to preclude their adjudication of the matter fairly and impartially. Each member of the panel answered in the negative.

As announced at the final Prehearing Conference, Bar Exhibits 1 through 26 were admitted into evidence by the Chair Designate at the onset of the hearing. The Respondent failed

to participate at the Prehearing Conference. Therefore, the Bar objected to any exhibits or witness list to be presented at the hearing by the Respondent.

The matter came before the Board on the Subcommittee Determination (“Certification”) of the Third District, Section II Subcommittee, pursuant to Part 6, Section IV, Paragraph 13-18 of the Rules involving misconduct charges against the Respondent.

Bar Counsel moved to replace Exhibit 9, which had been admitted, with a redacted version which redacted the name of the minor child. The Respondent did not object. During the evidentiary part of the hearing, the Bar introduced Exhibit 27, which was a letter sent to Bar Counsel by the Respondent, dated January 15, 2025, with a letter attached addressed to the Complainant, dated January 9, 2025, as well as a copy of a certified check made payable to the Complainant for \$1,250.00. Bar Counsel also introduced as Exhibit 28, a copy of a letter to Bar Counsel from the Respondent, dated February 5, 2025, referencing the Respondent’s mental health issues. Lastly, in the sanction phase of the hearing, the Bar introduced Exhibit 29, without objection which was a certification of the Clerk regarding Respondent’s prior disciplinary record.

The Board heard testimony from the following witnesses, who were sworn under oath: William A. Lowery, Complainant; Whitney Armstrong Collins, Esq.; Robert Baker, Bar Investigator, and the Respondent. The Board considered the exhibits introduced, arguments made and recessed in private to consider its decision on the pending allegations.

Upon conclusion of the evidence, the Board found by clear and convincing evidence the following:

FINDINGS OF FACT

1. Respondent was admitted to the Virginia State Bar ("VSB") in 2013. At all relevant times, the Respondent was a member of the VSB.
2. On or about December 1, 2022, Complainant William Andrew Lowery met with

Respondent about a consent order for custody and visitation ("Custody Agreement") that Mr. Lowery had received from his former fiancé, Amanda Gray, regarding the couple's minor child. During the meeting, Mr. Lowery discussed changes to the Custody Agreement with Respondent. Whitney Armstrong, who represented Ms. Gray, prepared the Custody Agreement.

3. On December 12, 2022, Respondent emailed Mr. Lowery a draft of the Custody Agreement "with the changes we discussed."
4. On or about January 4, 2023, Mr. Lowery paid Respondent a \$1,250 flat fee to represent him regarding the Custody Agreement. There was no written fee agreement.
5. Respondent later told the VSB Investigator that the \$1,250 was a flat fee to cover modifying the Custody Agreement as requested by Mr. Lowery and Respondent stated that he submitted the modified Custody Agreement to opposing counsel, Ms. Armstrong.
6. By email to Respondent dated January 4, 2023, Mr. Lowery advised Respondent that the Custody Agreement "looks good" and detailed several specific revisions that Mr. Lowery desired be made to the Custody Agreement.
7. On January 10, 2023, a paralegal with Ms. Armstrong's ("the Paralegal") law firm forwarded the Custody Agreement to Respondent's law firm by email. On January 25, 2023, after receiving no response from Respondent, Mr. Lowery forwarded his January 4, 2023, email to Respondent and requested a status update.
8. By email to Respondent's law firm dated January 30, 2023, the Paralegal stated: "Hello, I am just checking in to see if you received the consent order from our office."
9. On February 2, 2023, after receiving no response from Respondent, Mr. Lowery forwarded the January 25, 2023 email string to Respondent; stated he was "[o]nce again checking on the status of this ... have called and emailed a couple times[;]" and requested an additional revision to the Custody Agreement. Mr. Lowery received no response from Respondent.
10. By email to Respondent's law firm dated March 28, 2023, the Paralegal again transmitted the Custody Agreement.
11. Ms. Armstrong emailed Respondent on March 31, 2023, stating: "Wanted to check-in with you regarding a consent order between our clients . . . Do you have a counter proposal? Please advise." Respondent did not respond to Ms. Armstrong's March 31, 2023, email or to the earlier emails from the Paralegal.
12. By email to Respondent's law firm dated April 21, 2023, the Paralegal stated: "I am following up on this matter regarding our client's proposal. I believe the last time I spoke with your paralegal she indicated that you had received it. I have attached it again for your review."

13. By email to Respondent dated July 18, 2023, Ms. Armstrong stated: "Have you been retained as counsel? Would like to really get the ball rolling."

14. On or about July 20, 2023, Ms. Armstrong called Respondent's law firm and spoke with Respondent, who confirmed that he represented Mr. Lowery and requested another week to respond to the Custody Agreement. Respondent, however, never provided a response to the Custody Agreement to Mr. Armstrong.

15. By email to Respondent dated August 1, 2023, Mr. Lowery stated:

I just called AGAIN! I have not spoken to anyone at your office in some time! The revisions I made were supposed to be completed and sent to me to check before submitting them to the other lawyer. I need these revisions sent to me **ASAP**. The other lawyer is threatening to go ahead and file and take us to court. Which will cost more\$... this is unacceptable! Especially since it has been months that this was supposed to be revised and completed. I need those revisions sent to me ASAP, and a phone call ASAP.

16. Mr. Lowery received no response from Respondent.

17. By email to Respondent dated August 4, 2023, Mr. Lowery reiterated that he has not received any communication from Respondent; requested that "the work I paid for [] be completed[:]" and advised Respondent that he would seek "other legal advice if he did not hear anything by the following Monday. Mr. Lowery received no response from Respondent.

18. By email to Respondent dated January 10, 2024, Mr. Lowery demanded a full refund of the \$1,250 flat fee and stated: "It has now been over 1 year since I paid you for a simple custody agreement. I have not heard from anyone at your office for months and months even though I have called. left messages, emailed and sent messages on your website (which I have documentation of)."

19. Mr. Lowery received no response and no refund of the \$1,250 flat fee from Respondent.

20. By email to Respondent dated February 5, 2024, Mr. Lowery reiterated his frustration with the lack of communication from Respondent and stated: "At this point I just need a refund of the money I paid you for the job you have refused to do."

21. Having received no response at all from the Respondent, on June 18, 2024, Mr. Lowery filed the instant bar complaint against Respondent with the VSB.

22. Respondent answered the bar complaint and indicated he was sending Mr. Lowery a "full refund" in August 2024 and stated:

On January 4, 2023, Mr. Lowery paid the agreed fee for the agreement and requested several changes. I made the requested changes and forwarded the agreement to opposing counsel the same day. Over the next several months, I communicated with opposing counsel regarding the non-negotiable terms of the agreement according to Mr. Lowery. However, by July 2023, having been unable to make contact with either opposing counsel or Mr. Lowery for a period of time, I closed my file and sent a letter indicating the same to Mr. Lowery.

23. In a November 19, 2024, interview with the VSB investigator (the "Interview"), Respondent stated that he made Mr. Lowery's modifications to the Custody Agreement after receiving them by email on December 12, 2022, and sent the modified Custody Agreement to Ms. Armstrong by email, without prior review by Mr. Lowery, sometime in January 2023. Respondent further told the VSB investigator that he had "at least four" conversations with Ms. Armstrong about the Custody Agreement after transmitting the modified Custody Agreement to her with the last such conversation being in June 2023. Respondent also told the VSB investigator that he held the \$1,250 flat fee in his trust account until he received the bar complaint, and, at that time, he transferred the \$1,250 flat fee to his operating account.
24. During the course of the Interview, the VSB investigator requested, and Respondent agreed to provide copies of (a) the January 2023 email by which he transmitted the modified Custody Agreement to Ms. Armstrong; (b) any emails or writings he had from Ms. Armstrong about the terms of the Custody Agreement; and (c) a copy of the \$1,250 refund check to Mr. Lowery or the corresponding stub.
25. During the investigation, the VSB Investigator Baker also contacted Ms. Armstrong, the attorney representing Ms. Gray in regard to the Custody Agreement.
26. By email to the VSB investigator dated November 26, 2024, in which she responded to specific questions, Ms. Armstrong stated: "You are correct. Neither I, nor my law firm, received a draft/proposed custody agreement/consent order from [Respondent] that involved Ms. Amanda Jane Gray and Mr. William Andrew Lowery."
27. In the same email, Ms. Armstrong confirmed that she did not have any significant communication with Respondent about the Custody Agreement:

I did have communication with [Respondent] in late July 2023 by telephone (I called his office). [Respondent] indicated he did represent Mr. Lowery and that he would be in contact with me regarding a counteroffer/response to my client's proposed consent order. I never received any further communication from [Respondent] or his office on this case. Further, he never responded to any of my or my paralegal's emails.
28. At the hearing, Ms. Armstrong testified consistently with paragraphs 26 and 27. The Board found that testimony credible.
29. Respondent refunded Mr. Lowery the \$1,250 flat fee paid in early January 2023 on or about January 9, 2025, as evidenced by a letter to Bar Counsel dated January 15, 2025, including a copy of a letter to Mr. Lowery dated January 9, 2025, with a copy of a certified check made payable to Mr. Lowery for \$1,250.00.

NATURE OF THE MISCONDUCT

At the end of the testimony, after both sides rested, but before argument, the Respondent stipulated that he violated Rules 1.3(a), 1.4(a), 1.4(b), 1.5(a), 1.15(b)(4), 1.15(b)(5), and Rule 1.16(d). Respondent contested violations of Rules 8.1(a), 8.4(b) and 8.4(c). Therefore, the Board next heard argument from the Bar as to those pending rule violations. After deliberation, the Board found violations of the following rules by clear and convincing evidence:

RULE 1.3 Diligence

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

By failing to modify the Custody Agreement pursuant to Mr. Lowery's instructions; by failing to transmit a copy of the modified Custody Agreement to Ms. Armstrong; and by failing to negotiate or discuss the Custody Agreement with Ms. Armstrong in any meaningful way, Respondent violated RPC 1.3(a).

RULE 1.4 Communication

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

By failing to provide Mr. Lowery with an update on the status of the Custody Agreement at any point after December 2022 and by failing to respond to Mr. Lowery's requests for a status update, including but not limited to Mr. Lowery's emails dated January 25, 2023; February 2, 2023; August 1, 2023; January 10, 2024; and February 5, 2024, Respondent violated RPC 1.4(a).

RULE 1.4 Communication

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

By failing to communicate with Mr. Lowery about the Custody Agreement in any meaningful way after December 2022; by failing to advise Mr. Lowery that he did not transmit a modified Custody Agreement to Ms. Armstrong; by failing to advise Mr. Lowery that he was not communicating with Ms. Armstrong about the Custody Agreement; and by failing to advise Mr. Lowery that he was not providing any meaningful legal service to Mr. Lowery such that Mr. Lowery could have made a decision to hire another attorney, Respondent violated RPC 1.4(b).

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 soliciting and accepting from Mr. Lowery a \$1,250 flat fee to modify the Custody Agreement pursuant to Mr. Lowery's instructions and transmit it to Ms. Armstrong, and by then failing to transmit a modified Custody Agreement to Ms. Armstrong and by then failing to timely refund any portion of the \$1,250 flat fee to Mr. Lowery, Respondent violated RPC 1.5(a).

RULE 1.15 Safekeeping Property

(b) Specific Duties: A lawyer shall:

(4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer that such person is entitled to receive[.]

By soliciting and accepting from Mr. Lowery a \$1,250 flat fee to modify the Custody Agreement and transmit it to Ms. Armstrong and by then failing to refund any portion of the \$1,250 flat fee to Mr. Lowery even when, after Respondent failed to modify the Custody Agreement and transmit it to Ms. Armstrong, Mr. Lowery requested a refund of the \$1,250 flat fee in emails to Respondent dated January 10, 2024 and February 5, 2024, Respondent violated RPC 1.15(b)(4).

RULE 1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

(5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of client or third party, except as directed by tribunal.

By transferring the \$1,250 flat fee from his trust account to his operating account when he had not earned the flat fee by modifying the Custody Agreement and transmitting it to Ms. Armstrong and thereby failing to maintain the unearned \$1,250 flat fee in his trust account, Respondent violated RPC 1.15 (b)(5).

RULE 1.16 Declining or Terminating Representation

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client,

allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

By failing to timely refund any portion of the \$1,250 flat fee to Mr. Lowery when, after Respondent abandoned his representation of Mr. Lowery, Mr. Lowery requested a refund of the \$1,250 flat fee in emails to Respondent dated January 10, 2024, and February 5, 2025, Respondent violated RPC 1.16(d).

RULE 8.1 Bar Admission And Disciplinary Matter

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

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

By stating in his written response to the bar complaint that he had forwarded the modified Custody Agreement to Ms. Armstrong when he had not; by stating in his written response to the bar complaint that he had communicated with Ms. Armstrong regarding the “non-negotiable terms” of the Custody Agreement when he had not; by stating in the Interview that he had sent the modified Custody Agreement to Ms. Armstrong in January 2023 when he had not; and by stating in the Interview that he had “at least four” conversations with Ms. Armstrong about the Custody Agreement with the last being in June of 2023 when he did not, Respondent violated RPC 8.1(a).

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(b) commit a crime or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law[.]

By soliciting and accepting from Mr. Lowery a \$1,250 flat fee to modify the Custody Agreement and transmit it to Ms. Armstrong; by failing to modify the Custody Agreement and transmit it to Ms. Armstrong; by failing to communicate with Mr. Lowery about the Custody Agreement or otherwise advise Mr. Lowery that he was not providing the legal services for which Mr. Lowery had paid; by nevertheless failing to timely refund any portion of the unearned \$1,250 flat fee to Mr. Lowery even after Mr. Lowery requested a full refund; by falsely stating in his written response to the bar complaint that he had transmitted the modified Custody Agreement to Ms. Armstrong and had communicated with Ms. Armstrong about the “non-negotiable terms” of the Custody Agreement; and by falsely stating in the Interview that he had transmitted the modified Custody Agreement to Ms. Armstrong in January of 2023 and that he subsequently had “at least four” conversations with Ms. Armstrong about the Custody Agreement with the last one being in June of 2023, Respondent violated RPC 8.4(b).

RULE 8.4 Misconduct

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[.]

By soliciting and accepting from Mr. Lowery a \$1,250 flat fee to modify the Custody Agreement and transmit it to Ms. Armstrong; by failing to timely refund any portion of the unearned \$1,250 flat fee to Mr. Lowery even after Mr. Lowery requested a full refund; by falsely stating in his written response to the bar complaint that he had transmitted the modified Custody Agreement to Ms. Armstrong and had communicated with Ms. Armstrong about the “non-negotiable terms” of the Custody Agreement; and by falsely stating in the Interview that he had

transmitted the modified Custody Agreement to Ms. Armstrong in January of 2023 and that he subsequently had “at least four” conversations with Ms. Armstrong about the Custody Agreement with the last one being in June of 2023, Respondent violated RPC 8.4(b).

IMPOSITION OF SANCTION

After rendering its decisions on the violations, the Board received further evidence in the sanction phase of the hearing. The Bar recalled two witnesses, Mr. Lowery and Ms. Armstrong. The Respondent also testified at this phase. The Board heard argument from the Bar in support of revocation of the Respondent’s law license. The Respondent spoke briefly in mitigation by stating that he had been having marital difficulties which has led to mental anguish and depression. He apologized to both the Bar and Mr. Lowery for his actions and inactions during his representation. The Respondent further testified that he has been in contact with a psychiatrist and has initiated scheduled appointments to address his mental health issues.

The Bar cited multiple aggravating factors in support of revocation, including abandonment of his client; unearned fees not returned until after the District Subcommittee had certified this present complaint to the Disciplinary Board on or about January 3, 2025; continuously fabricating his version of facts regarding the basis of his representation on Mr. Lowery’s case; Respondent’s lack of remorse and his pattern of lies up to and during the evidentiary hearing of this complaint. The Bar noted the only mitigating factor was Exhibit 29 which indicated that Respondent has no prior disciplinary record.

The Board recessed to deliberate what sanction to impose upon its findings of misconduct by Respondent. After due deliberation, after considering the exhibits, testimony and arguments of counsel, the Board was guided by the Standard 4.42 of the Annotated Standards for Imposing

Lawyer Sanctions, 2nd Edition (ABA 2019), which provides that “suspension is generally appropriate when (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client; or (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.”

Here, Respondent knew he failed to perform the services for Mr. Lowery to the extent that both Mr. Lowery and opposing counsel, Ms. Armstrong had to communicate multiple times well over a year to address whether Respondent either (a) was representing Mr. Lowery and (b) would provide the necessary modifications to the Custody Agreement. Respondent also knew that he was fabricating the sequence of events during his representation of Mr. Lowery, not only to the Bar investigator regarding the return of unearned legal fees, but to the Board as well. Further, Respondent was recalcitrant to refunding Mr. Lowery the \$1,250 flat fee after receiving multiple requests to do so.

The Board considered as mitigating factors (1) Respondent’s lack of a disciplinary record and (2) his testimony that he was suffering a potential mental health crisis during this time. The Board further considered as aggravating factors the following: (1) dishonest motive in dealing with the Bar; (2) a clear pattern of misconduct; (3) multiple offenses; (4) submission of false evidence to both the Bar investigator and the Board; (5) refusal to acknowledge wrongful nature; (6) vulnerability of the victim; (7) having practiced law since 2013, substantial experience; and (j) indifference to making timely restitution.

After reconvening the hearing after deliberation, the Chair Designate announced the sanction as follows:

It is ORDERED that Respondent's license to practice law in the Commonwealth of Virginia be SUSPENDED for a period of ONE YEAR, with terms.

It is further ORDERED that the suspension shall go into effect March 28, 2025.

It is further ORDERED that Respondent must comply with the following terms:

1. For a period of 2 years following the entry of this Order, the Respondent shall not engage in any conduct that violates any provision of the Virginia Rules of Professional Conduct, including any amendments thereto, and/or which violates any analogous provisions, and any amendments thereto, of the disciplinary rules of another jurisdiction in which the Respondent may be admitted to practice law. The terms contained in this paragraph shall be deemed to have been violated when any ruling, determination, judgment, order or decree has been issued against the Respondent by a disciplinary tribunal in Virginia or elsewhere, containing a finding that Respondent has violated any provisions of the Rules of Professional Conduct, *provided, however*, that the conduct upon which such finding was based occurred within the period referred to above, and provided, further, that such ruling has become final.
2. On or before December 31, 2025, the Respondent shall complete 8 hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of legal ethics and Law Office Management. The Respondent's Continuing Legal Education attendance obligation set forth in the paragraph shall not be applied toward his Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which the Respondent may be licensed to practice law. The Respondent shall 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 programs(s).

3. The Respondent shall read in its entirety *Lawyers and Other People's Money* and Legal Ethics Opinion 1606 and shall certify compliance in writing to Bar Counsel no later than 60 days following the date of the entry of this Order.
4. Within 30 days of the reinstatement of his license, the Respondent shall satisfy Bar Counsel, that the Respondent has installed adequate docketing procedures for (1) the prompt return of clients' telephone calls and emails; and (2) if he is unable to reach them by telephone, a letter or email following up on their contact.
5. No later than 30 days after this Order is entered:
 - a. Respondent will contact the Judges and Lawyers Assistance Program ("JLAP") to schedule an evaluation to be conducted by JLAP. Thereafter, Respondent will fully participate in the evaluation conducted by JLAP and will implement all recommendations made by JLAP.
 - b. Respondent will enter into a written agreement with JLAP for a minimum of 24 months and will comply with the terms of such contract, including meeting with JLAP and its professionals, as directed.
 - c. Respondent authorizes JLAP to provide monthly reports to Bar Counsel stating whether Respondent is in compliance with JLAP's contract with Respondent.
 - d. Pursuant to Paragraph 13-18(O), Bar Counsel shall monitor Respondent's compliance with the JLAP contract. If a JLAP representative and Bar Counsel determine that Respondent is not in substantial compliance with his contract, Bar Counsel shall serve notice requiring Respondent to show cause why the alternative disposition should not be imposed.

If, however, any of the terms and conditions is not met by the deadlines imposed above, it is ORDERED that the alternative sanction of a two-year suspension must be imposed for

Respondent's failure to comply. In the event of alleged noncompliance, a hearing will be convened upon an order for the Respondent to show cause why the alternative disposition should not be imposed. At such hearing, Respondent shall have the burden of providing compliance or good cause for the alleged noncompliance by clear and convincing evidence.

It is further ORDERED that Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules. The Respondent shall forthwith give notice by certified mail, of the suspension of his license to practice law in the Commonwealth of Virginia, to all clients he currently represents 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 his care in conformity with the wishes of his client. The Respondent shall also furnish proof to the Clerk within 60 days of the effective date of the Suspension that such notices have been timely given and such arrangements have been made for the disposition of matters.

It is further ORDERED that pursuant to Part 6, Section IV, Paragraph 13-19 (E) of the Rules, the Clerk shall assess all costs against the Respondent.

It is further ORDERED that an attested copy of this Order be mailed by the Clerk to the Respondent by electronic, first-class and certified mail, return receipt requested, to his address of record with the Virginia State Bar, P.O. Box 160, Spencer, VA 24165, and to Edward J. Dillon, Deputy Bar Counsel.

ENTERED this 22nd day of April 2025.

VIRGINIA STATE BAR DISCIPLINARY BOARD

**Carolyn V.
Grady**

Digitally signed by Carolyn
V. Grady
Date: 2025.04.22 09:15:09
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Carolyn V. Grady, Chair Designate