

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
MICHAEL JEREMIAH SECK**

**VS
VS B DOCKET NO. 19-070-114901**

**AGREED DISPOSITION MEMORANDUM ORDER
SIXTY-DAY SUSPENSION**

On Monday, February 22, 2021, this matter was heard telephonically by the Virginia State Bar Disciplinary Board upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by Part 6, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Carolyn V. Grady, Chair, Donita M. King, John D. Whittington, Kamala H. Lannetti, and Martha Goodman, Lay Member. The Virginia State Bar was represented by Paulo E. Franco, Jr., Assistant Bar Counsel. Michael Jeremiah Seck was not present and was represented by counsel Leslie Ann Takacs Haley, Esq. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing the matter to which each member responded in the negative. Court Reporter Jennifer Hairfield, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

WHEREFORE, upon consideration of the Agreed Disposition, the Certification, Respondent's Answer, Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Disciplinary Board accepts the Agreed Disposition and the Respondent shall receive a Sixty-Day Suspension, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective February 22, 2021.

It is further **ORDERED** that:

The Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. 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 for whom he 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 his care in conformity with the wishes of his or her clients. The Respondent shall give such notice within 14 days of the effective date of the Suspension, and make such arrangements as are required herein within 45 days of the effective date of the Suspension. The Respondent shall also furnish proof to the Bar within 60 days of the effective day of the Suspension 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 Suspension, he shall submit an affidavit to that effect within 60 days of the effective date of the Suspension 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, which may impose a sanction of an additional Suspension period for failure to comply with the requirements of this subparagraph.

The Clerk of the Disciplinary System shall assess costs pursuant to Part 6, Section IV, Paragraph 13-9.E. of the Rules.

It is further ORDERED that an attested copy of this Order be mailed to the Respondent by certified, return receipt requested, regular and electronic mail at his last address of record with the Virginia State Bar at Michael Jeremiah Seck, Esq., The Law Office of Michael J. Seck, PLC5 Wirt Street, SW Suite 204 Leesburg, VA 20175, and a copy by electronic mail to Leslie Ann Takacs Haley, Esq., Park Haley LLP, 1011 E Main Street, Suite 300, Richmond, VA 23219-

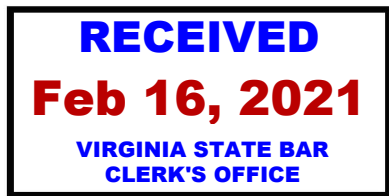
3537, Respondent's counsel, and a copy by electronic mail to Paulo E. Franco, Jr., Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219.

Enter this Order this 22nd day of February, 2021

VIRGINIA STATE BAR DISCIPLINARY BOARD

Carolyn V. Grady Digitally signed by Carolyn V.
Grady
Date: 2021.02.22 12:40:28 -05'00'

Carolyn V. Grady, 1st Vice Chair



VIRGINIA:

BEFORE THE SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF

MICHAEL JEREMIAH SECK

VSB Docket No. 19-070-114901

AGREED DISPOSITION
(SUSPENSION- SIXTY DAYS)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H., the Virginia State Bar, by Paulo E. Franco, Jr., Assistant Bar Counsel and Michael Jeremiah Seck, Respondent, and Leslie Ann Takacs Haley, Respondent's counsel, hereby enter into the following Agreed Disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. At all times relevant, Respondent was licensed to practice law in the Commonwealth of Virginia.
2. Respondent was admitted to practice of law in the Commonwealth of Virginia on October 12, 2001.
3. Complainant, Thomas R. Langley, had a dispute with his insurance company, Mutual of New York ("MONY").
4. On June 29, 2017, Mr. Langley emailed Respondent to advise him that he wished to retain him to review the dispute to determine whether a potential claim existed against MONY for their failure to pay out according to the terms of the contract of insurance.
5. Respondent quoted a fee of \$1,500.00 and enclosed a proposed fee agreement.
6. On September 15, 2017, Mr. Langley's wife, Catherine, signed the fee agreement Respondent sent on June 29, 2017 and enclosed two checks totaling \$1,500.00.
7. Respondent deposited the two checks into his IOLTA Trust Account ending in 2763 at TD Bank.
8. By email dated September 26, 2017, Mr. Langley advised Respondent they did not want him to exceed the \$1,500.00 fee in deciding whether he and his wife had a case against MONY.
9. By email dated November 27, 2017, Mr. Langley asked Respondent for a status report.
10. Mr. Langley and Respondent thereafter exchanged emails unsuccessfully to set up a telephone meeting.
11. On January 16, 2018 Mr. Langley left a telephone message for Respondent and sent him an email to set up a meeting.

12. As a result of those efforts, Mr. Langley and Respondent met on January 26, 2018 to decide on a course of action that included contacting MONY by letter.
13. After that meeting, Mr. Langley received no further communication from Respondent.
14. On March 8, 2018, Mr. Langley sent Respondent an email requesting a status report.
15. On March 16, 2018 Respondent sent an email to Mr. Langley stating that he had sent out the first round of letters, that he was awaiting a response, and would call when he had some news.
16. On May 3, 2018, Mr. Langley wrote to Respondent to ask if there had been any movement in the case.
17. On May 10, 2018, Respondent emailed Mr. Langley explaining his lack of communication and told him he would call with an update when he had time.
18. On May 25, 2018, Mr. Langley sent Respondent an email to ask if he had heard anything from MONY and asked for a copy of the letter he sent to MONY.
19. On May 25, 2018, Respondent sent an email to Mr. Langley stating he would get him copies of the letters and that he was also going to send a follow up letter to MONY.
20. On June 12, 2018, Mr. Langley sent Respondent an email stating that he did not receive copies of the letters Respondent claimed he sent to MONY and requested that he resend them.
21. On June 15, 2018, Respondent told Mr. Langley he sent the letters he wrote to MONY by email as a .pdf file attachment, suggested that Mr. Langley check his spam or junk folder to see if his previous email was there, and that he would resend the letters when he got back to his office.
22. Mr. Langley checked his junk and spam folders and found no emails containing the .pdf copies of the letters that Respondent said he had sent to MONY.
23. On June 28, 2018, Mr. Langley sent Respondent an email stating that he had checked his email folders, that there were no emails from him that contained the .pdf copies of the letters Respondent claims he sent to MONY or otherwise, and to please resend the letters again.
24. Mr. Langley continued to send Respondent emails from July 17, 2018 through August 20, 2018 requesting copies of the letters sent to MONY.
25. Mr. Langley never received a reply to those emails and never received copies of the letters that Respondent claimed he sent to MONY.
26. On September 18, 2018, Mr. Langley sent Respondent an email requesting an update.
27. On September 19, 2018 Respondent replied that he had been out for an extended period dealing with a medical issue, and further stated that he would be back in the office on October 1, 2018 and would call Mr. Langley to catch up.

28. Respondent did not call on October 1, 2018.
29. Mr. Langley emailed Respondent on October 1 and October 2, 2018 requesting copies of everything he had sent MONY.
30. Mr. Langley did not hear anything back from Respondent.
31. On November 9, 2018, Mr. Langley called Respondent's office and left a message saying he was on his way to the office.
32. When Mr. Langley arrived at Respondent's office, it was closed.
33. On November 27, 2018, Mr. Langley called Respondent requesting a return phone call.
34. Respondent did not return the call.
35. On December 5, 2018, Mr. Langley and his wife returned to Respondent's office.
36. The sign on the front door of the office stated the office was closed.
37. Mr. Langley and his wife went to the back entrance and were able to enter the office.
38. When they entered, they discovered Respondent sitting at his desk.
39. The Langleys demanded their file and a refund of their money.
40. Respondent provided the file and a refund of the \$1,500.00 fee.
41. Respondent paid the refund by check drawn on his trust account.
42. When Mr. Langley reviewed the file, he discovered that there were no copies of any correspondence to MONY.
43. Mr. Langley thereafter filed the instant Complaint.
44. In his response to the Complaint, Respondent wrote to the Virginia State Bar ("Bar") on March 27, 2019 that he had written two letters on behalf of the Langleys to MONY.
45. During the course of the investigation, the Bar issued a subpoena to MONY on August 21, 2019 requesting copies of all correspondence or other documents in their possession sent by or to Respondent or any other correspondence related to Mr. Langley.
46. On September 11, 2019, the successor in interest to MONY, Protective Life Insurance, responded to the Bar's subpoena by stating that a review of their systems and that of any of their related affiliates revealed no records of correspondence, phone calls or other correspondence from Respondent related to Mr. Langley or his contract of insurance with MONY.

47. During his interview with the Bar's investigator, Respondent maintained that he had, in fact, sent copies of the letters he wrote to MONY.
48. Despite being issued a subpoena and an opportunity to produce them during his interview, Respondent has been unable to produce copies of the letters he claims he sent to MONY or copies of the emails he claims he transmitted to Mr. Langley electronic copies of the letters he sent to MONY.
49. Respondent represented to the Bar that he earned all of the \$1,500.00.
50. Respondent's trust account records show a transfer of \$1,500.00 from the trust account to the operating account in September of 2017.
51. When he refunded the money to the Langleys in December of 2018, Respondent used a check from his trust account.
52. When the Bar's investigator inquired about the source of funds for the \$1,500.00 refund from the trust account, Respondent stated that he had to deposit \$1,200.00 in trust on December 5, 2018 to cover the check he wrote the Langleys on December 5, 2018.
53. When the Bar's investigator asked where the additional \$300.00 came from to cover the difference, Respondent admitted that he never deposited the additional \$300.00.
54. During the course of the investigation, the Bar's investigator discovered that the trust account journals that Respondent provided in response to a subpoena did not match the records provided by the bank in which he maintains his trust account.
55. Respondent was not able to explain the discrepancies and was not able to retrieve the reconciliations performed by his book keeping software.

II. NATURE OF MISCONDUCT

Such conduct by the 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.
- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.

* * * *

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.

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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; or
- (ii) funds in which two or more persons (one of whom may be the lawyer) claim an interest shall be held in the trust account until the dispute is resolved and there is an

accounting and severance of their interests. Any portion finally determined to belong to the lawyer or law firm shall be withdrawn promptly from the trust account.

(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;

(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 a client or third party, except as directed by a tribunal.

* * * *

RULE 8.1 Bar Admission and Disciplinary Matters

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;

(b) fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter

* * * *

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

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III. PROPOSED DISPOSITION

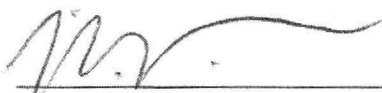
Accordingly, Assistant Bar Counsel and the Respondent tender to the Disciplinary Board for its approval the agreed disposition of **SUSPENSION – SIXTY (60) Days** as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. Assistant Bar Counsel and the Respondent agree that the effective date for the sanction shall be the date of entry of the Disciplinary Board Order approving this Agreed Disposition.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9.E of the Rules.

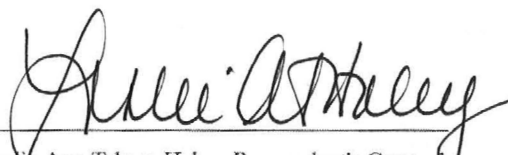
THE VIRGINIA STATE BAR

By: Paulo E. Franco, Jr. 
Digitally signed by Paulo E. Franco, Jr.
Date: 2021.02.16 15:43:32 -0500

Paulo E. Franco, Jr., Assistant Bar Counsel



Michael Jeremiah Seck, Respondent



Leslie Ann Takacs Haley, Respondent's Counsel