

VIRGINIA:

BEFORE THE CIRCUIT COURT OF THE CITY OF RICHMOND

**IN THE MATTER OF
CHRISTIAN LEVINE SIMPSON**

**CASE NO. CL20-6056-6
VSB DOCKET NOS. 20-031-116946 and 20-031-118386**

**AGREED DISPOSITION MEMORANDUM ORDER
FOR A 45-DAY SUSPENSION**

This matter came to be heard on Friday, February 5, 2021, before a Circuit Court Three-Judge panel, upon the joint request of the parties for the Court to accept the Agreed Disposition endorsed by the parties and offered to the Court as provided by the Rules of the Supreme Court of Virginia. The panel consisted of the Honorable Ricardo Rigual, Judge of the Fifteenth Judicial Circuit, Designated Chief Judge, the Honorable Paul W. Cella, Chief Judge of the Eleventh Judicial Circuit, and the Honorable Kimberley S. White, Chief Judge of the Tenth Judicial Circuit. Christian Levine Simpson was present and was represented by counsel, Jeffrey H. Geiger. The Virginia State Bar appeared through its Bar Counsel, Renu M. Brennan. The Chief Judge polled the members of the panel 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 judge responded in the negative. Court Reporter Jacquelin Longmire, 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 Certification, respondent's Answer to Certification and Demand for Three-Judge Panel, Agreed Disposition, respondent's Disciplinary Record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Circuit Court accepts the Agreed Disposition and the Respondent shall receive a 45-day Suspension. The Agreed Disposition is attached to and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective March 13, 2021.

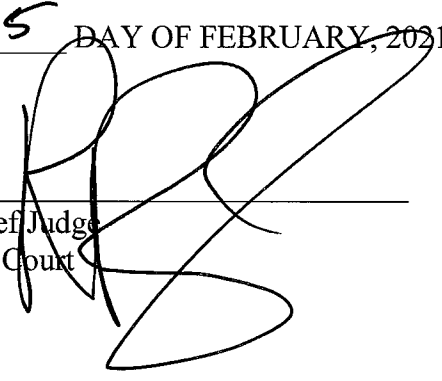
The Respondent must comply with the requirements of Part Six, § IV, ¶ 13-29 of the Rules of the Supreme Court of Virginia. The Respondent shall forthwith give notice by certified mail of the Revocation or Suspension of his or her license to practice law in the Commonwealth of Virginia, to all clients for whom he or 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 his or her 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 Revocation or Suspension, and make such arrangements as are required herein within 45 days of the effective date of the Revocation or Suspension. The Respondent shall also furnish proof to the Bar within 60 days of the effective day of the Revocation or 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 Revocation or Suspension, he or she shall submit an affidavit to that effect within 60 days of the effective date of the Revocation or 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 Revocation or additional Suspension for failure to comply with the requirements of this subparagraph.

The Clerk of the Disciplinary System shall assess costs pursuant to ¶13-9 E. of the Rules.

A copy teste of this Order shall be mailed, to the Respondent, Christian Levine Simpson, at his last address of record with the Virginia State Bar, Commonwealth Accident Injury Law, PC, Suite 400, 1108 E. Main Street, Richmond, VA 23219, with an attested copy to Jeffrey H. Geiger, Respondent's Counsel, at Sands Anderson, PC, Bank of America Plaza, 1111 E. Main Street, Suite 2400, PO Box 1998, Richmond, VA 23218-1998, and to Renu M. Brennan, Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219-0026, and to the Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219-0026.

ENTERED THIS 5 DAY OF FEBRUARY, 2021



Ricardo Rigual, Chief Judge
Three-Judge Circuit Court

VIRGINIA:

BEFORE THE CIRCUIT COURT OF THE CITY OF RICHMOND

**VIRGINIA STATE BAR EX REL
THIRD DISTRICT COMMITTEE, SECTION I
VSB Docket Nos. 20-031-116946; 20-031-118386**

v.

Case No. CL20-6056-6

CHRISTIAN LEVINE SIMPSON

**AGREED DISPOSITION
(45-DAY SUSPENSION)**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H., the Virginia State Bar, by Renu M. Brennan, Bar Counsel, Christian Levine Simpson, Respondent, and Jeffrey Hamilton Geiger, Respondent's counsel, hereby enter into the following Agreed Disposition for a 45-day Suspension ("Agreed Disposition") of Respondent's law license.

I. STIPULATIONS OF FACT

1. Respondent was licensed to practice law in 2001. At all relevant times, Respondent was a member of the Virginia State Bar ("VSB").
2. Respondent is the only licensed attorney in his firm, Commonwealth Accident Injury Law ("CAIL").
3. Respondent has offices in Richmond, Norfolk, and Falls Church. Respondent alternates between the three offices. At the time period at issue in both matters, Respondent asserts he was in the Richmond office once or twice a week.
4. Respondent has staffed his Richmond office with office manager Steven Helm, who is not a licensed attorney, as well as other nonlawyer case managers and assistants.

VSB Docket No. 20-031-116946
Complainant Denise N. Turner

5. On January 21, 2019, Respondent agreed to represent Denise N. Turner (“Turner”), in her claim for injuries arising out of an automobile accident that occurred on February 5, 2017. The retainer agreement erroneously reflects the accident date of February 8 based on information provided by Turner.¹
6. On January 28, 2019, Respondent’s staff emailed Turner a letter withdrawing as counsel because Turner had not sent the necessary documents. That same day Turner said that Helm called and advised her to disregard the letter of withdrawal.
7. On January 29, 2019, Helm placed a warrant in debt signed by Respondent in the mail for filing with the Clerk Office of the Newport News General District Court. The warrant in debt identified March 20, 2019 as the return date.
8. On February 4, 2019, Respondent’s staff sent Turner a welcome email.
9. On February 4, 2019, Respondent’s staff faxed the warrant in debt (as yet unfiled) to the defendant’s insurer.
10. On February 5, 2019, the statute of limitations (“SOL”) expired on Turner’s claim. The warrant in debt was not filed as of February 5, 2019.
11. On February 5, 2019, for the first and only time, Respondent called Turner to introduce himself. Respondent’s notes reflect that he advised Turner that the defendant’s insurance adjuster had prepared an offer before Respondent sent his letter of representation and that Respondent would call to determine the offer. Respondent’s notes reflect that, in response to a question from Turner, Respondent advised that the insurer would not pay Turner’s legal fees.
12. On February 12, 2019, after the SOL expired, the warrant in debt was filed.
13. Respondent did not notify Turner that his office did not timely file the warrant in debt.
14. Respondent never provided Turner with a copy of the warrant in debt.
15. Respondent never advised Turner of the March 20 return date.

¹ Turner alleges that on January 28, 2019, she advised Respondent’s staff that February 5, 2017, not February 8, 2017, was the date of the accident. On that date Turner also provided Respondent’s staff a list of medical providers, which referenced “accident date – 2/5/17.” Respondent’s staff’s records indicate that Turner advised staff at CAIL of the correct accident date on February 4, 2019.

16. On February 25, 2019, without notifying Turner or seeking leave of the Newport News General District Court, Respondent, through staff, sent the insurance adjuster a letter withdrawing from the representation.
17. While the withdrawal letter to the insurance adjuster reflects Turner is to receive a copy, she did not.
18. Respondent's staff's notes and timeline of the case reflect that Respondent did not even understand, or take the steps to understand, the status of the case or representation as of March 2019.
19. Not having heard from Respondent and not knowing the status of her case, Turner called the insurance adjuster handling her case. On March 14, 2019, the adjuster left Turner a voicemail noting receipt of a letter from Respondent indicating that he did not represent Turner. The insurance adjuster requested that Turner contact her to discuss the litigation pending in the Newport News General District Court.
20. On March 15, 2019, Turner texted Respondent inquiring about the status of her case. Respondent texted back that he would call her. Respondent did not call Turner.
21. Three days later, Turner still had not heard from Respondent. On March 19, she texted Respondent who advised that he had withdrawn as counsel in January, which was clearly not the case, as reflected by the events above, including Respondent's February 5 call to Turner.
22. Although Respondent did not seek or obtain leave withdrawing as Turner's counsel, he did not appear at her March 20, 2019 return date. Because Respondent failed to advise Turner of the return date, Turner did not appear at the return date either.
23. On March 20, the insurance adjuster advised Turner that Turner's case had been dismissed because she did not appear.
24. On March 22, Turner filed a notice of appeal.
25. On March 25, 2019, Turner picked up her file from CAIL. The file did not contain the warrant in debt. Turner had to obtain the warrant in debt from the Clerk's Office.
26. Turner did not know how to proceed. Respondent did nothing further to assist Turner. Not certain of the next steps, Turner filed a motion to reopen and subsequently took a nonsuit.
27. On October 2, 2019, Turner filed a bar complaint.

28. In his response to the bar complaint, Respondent stated that the warrant in debt was timely filed. Respondent knew or should have known that the warrant in debt was not timely filed.

29. Respondent misstated repeatedly that he protected the SOL:

“After reviewing the complaint of Ms. Turner, I am unsure of what specific issue or action my firm needs to respond to. Generally speaking, I am sure of the following: (1) we succeeded in protecting her claim from expiring due to the statute of limitations; and (2) the beginning of our representation of Ms. Turner was confusing for her and the firm.

“In sum, after considerable confusion resulting from withdrawal letters that were sent, we ultimately filed suit protectively for Ms. Turner, and later withdrew from representation while instructing her on what she needed to do to move forward with new counsel.”

“We are generally apologetic for the miscommunication and confusion at the frenzied beginning of Ms. Turner’s case, but there can be no doubt that the focus of our attention was on protecting Ms. Turner’s ability to pursue her claim, which we accomplished.”

30. In his response to Turner’s complaint, Respondent further stated that “we” instructed Turner on what she needed to do to move forward with new counsel after preserving the SOL. As stated, Respondent did not preserve the SOL. Moreover, Respondent did not instruct Turner as to what to do. He did not even tell her of the return date or that he was unilaterally terminating his representation before the return date. Instead, Respondent informed the insurance adjuster for the opposing side that he was withdrawing, and the adjuster notified Turner that her case was dismissed.

31. After failing to timely file the warrant in debt, purporting to withdraw from the representation without informing Turner or obtaining the court’s permission, and failing to appear for the return date, Respondent made no further efforts on Turner’s behalf.

VS B Docket No. 20-031-118386
Complainant Juanita Pollard

32. By retainer agreement executed December 12, 2018, Respondent agreed to represent Juanita Pollard, on a contingency fee basis, for injuries sustained in an automobile accident.

33. In February 2020 Pollard terminated the representation because Respondent had yet to submit a settlement demand on her behalf.

34. Respondent asserted a \$30,000 attorney's lien for his services. Pollard's potential successor counsel requested and Respondent agreed to provide an itemized accounting of his lien, but Respondent failed to provide one.
35. Not having received the itemized breakdown, potential successor counsel declined to accept the representation.
36. In March 2020 Pollard filed a bar complaint.
37. Respondent requested Pollard "withdraw her bar complaint" and promised not to assert a lien and to represent her at a reduced contingency fee of 15%. Respondent said he would send Pollard a new representation agreement. He did not.
38. Respondent asserts that while he did not initially send Pollard the revised representation agreement, he did so by April 15. Pollard did not return a signed representation agreement to him.
39. Respondent submitted a response to the VSB stating, "(a)fter receiving the complaint, I reached out to Ms. Pollard in an effort to resolve this matter without VSB intervention. We have done so, and these issues are now moot. My firm has resumed representation of Ms. Pollard under a new and separate fee agreement, and we are moving her case forward." Respondent asserted the parties resolved their terms of resolution on April 17. Respondent submits his response to the VSB referred to the terms of a new retainer agreement.
40. Contrary to what Respondent represented to the VSB, Pollard did not withdraw her bar complaint. Pollard wrote to the VSB that Respondent had not signed a new representation agreement. Respondent submits that he signed the agreement, but he acknowledges that Pollard never signed or returned the agreement to him. Respondent also acknowledges that his attempt to have Pollard withdraw her bar complaint was improper.

II. NATURE OF MISCONDUCT

Respondent agrees that his conduct constitutes Misconduct (defined at Paragraph 13-1) in violation of the following provisions of the Rules of Professional Conduct:

VS B Docket No. 20-031-116946
Complainant Denise N. Turner

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation

reasonably necessary for the representation.

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

RULE 1.16 Declining Or Terminating Representation

- (c) In any court proceeding, counsel of record shall not withdraw except by leave of court after compliance with notice requirements pursuant to applicable Rules of Court. In any other matter, a lawyer shall continue representation notwithstanding good cause for terminating the representation, when ordered to do so by a tribunal.
- (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).

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;

VSB Docket No. 20-031-118386
Complainant Juanita Pollard

RULE 1.3 Diligence

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

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).

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;
- (d) obstruct a lawful investigation by an admissions or disciplinary authority.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to

- (b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

III. RESPONDENT'S MITIGATION EFFORTS

Respondent has taken the following steps to address his Misconduct:

1. In January 2021 Respondent refunded his \$4,500 attorney fee to Juanita Pollard. "Timely good faith effort to make restitution or to rectify consequences of misconduct" is a mitigating factor under the ABA Standards for Imposing Lawyer Discipline. While the refund was not timely in that it occurred after the Certification and after hearing was set, Respondent's efforts overall and as set forth demonstrate his recognition of the Misconduct and efforts to address the same.
2. On January 20, 2021, Respondent offered a settlement to Turner. Respondent represents that the matter is in the process of resolving.

Systemic improvements to protect the public and avoid future Misconduct:

1. On February 8, 2021, Respondent will hire an attorney. Thus, Respondent will have two attorneys to run his three, soon to be two, offices. Respondent is closing his Northern Virginia office at the end of February 2021.
2. Respondent ceased his primary advertising medium – radio advertising – in the Tidewater area as of August 2020.
3. Respondent has implemented the following structural changes and represents that certain of these changes were in place prior to receipt of the bar complaints:
 - a. Respondent has daily morning meetings during the work week with all law firm employees.
 - b. Respondent continues to provide all clients with his personal mobile telephone number.
 - c. Respondent has fully implemented a new litigation practice management software system.
 - d. In December 2020, Respondent and his firm instituted additional workflow improvements including modifications to the use of the practice management software. This is part of ongoing firm improvements and training.
 - e. Respondent has reduced the number of cases he handles, while maintaining the same level of support staff and, as stated at Paragraph 1, adding an additional attorney.

IV. PROPOSED DISPOSITION

Accordingly, Bar Counsel, Respondent, and Respondent's counsel tender to this Three-Judge Panel for its approval this Agreed Disposition of **SUSPENSION for Forty-Five (45) Days** as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by this Three-Judge Panel.

If the Three-Judge Panel approves this Agreed Disposition, Respondent requests a delayed suspension date of March 13, 2021 in order to onboard his new associate. Respondent agrees that if the Three-Judge Panel approves this Agreed Disposition and grants his request for a prospective Suspension, Respondent will comply with all his obligations pursuant to Paragraph 13-29 of the Rules of the Supreme Court of Virginia including notifying all clients Respondent has as of the date the Three-Judge Panel approves this Agreed Disposition.

Respondent and his counsel agree further that if the Three-Judge Panel designated to hear this matter approves this Agreed Disposition, this Agreed Disposition becomes **Final and Non-Appealable**, and Respondent waives the right to seek a stay of the sanction or appeal this Agreed Disposition or the Memorandum Order to be issued.

Respondent and his counsel agree further that if, for any reason, the Three-Judge Panel designated to hear this matter declines to approve this Agreed Disposition, then the same Three-Judge Panel shall hear, preside over, and conclude the hearing of this matter in accordance with the designation by the Supreme Court of Virginia as previously scheduled, and Respondent waives any challenge to the composition of the Three-Judge Panel based on its consideration and/or rejection of 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.

VIRGINIA STATE BAR

By *Renu M. Brennan*
Renu M. Brennan, Bar Counsel


Christian Levine Simpson, Respondent


Jeffrey Hamilton Geiger, Respondent's Counsel