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VIRGINIA STATE BAR
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VIRGINIA:

**BEFORE THE TENTH DISTRICT, SECTION II SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
TERRY JOSEPH STILTNER**

VS **Docket Nos. 25-102-134486
26-102-137265**

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

On June 16, 2026, and on June 30, 2026, a meeting in this matter was held before a duly convened Tenth District, Section II Subcommittee consisting of Michael Fred McClellan Carrico, Esq., Chair; Timothy Andrew Boyer, Esq., Member; and Connie Sue Comer, Lay Member. During the June 30, 2026, meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand with Terms pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4. The agreed disposition was entered into by the Virginia State Bar, by Jessica C. Beatty, Assistant Bar Counsel, and Terry Joseph Stiltner ("Respondent"), pro se.

WHEREFORE, the Tenth District, Section II Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. Terry Joseph Stiltner ("Respondent") was admitted to the Virginia State Bar ("VSB") in 2006. At all relevant times, Respondent was a member of the VSB.
2. On December 8, 2021, Complainant Patricia Daugherty ("Ms. Daugherty") hired Respondent in an ongoing estate litigation matter. At the time the representation

commenced, Respondent was employed by the law firm of Galumbeck and Kegley (“the Law Firm”). He left private practice at the end of 2024 and is now employed by the Tazewell Commonwealth’s Attorney’s office.

VSb Docket Number 25-102-134486
Complainant: Patricia L. Daugherty

3. On December 8, 2021, Ms. Daugherty paid \$3,400.00 in advance legal fees to the Law Firm.

4. Respondent stated that after their initial consultation, he sent Ms. Daugherty a written fee agreement, signed by him, between the Law Firm and Ms. Daugherty. The fee agreement was never signed by Ms. Daugherty. The fee agreement described the \$3,500 payment as a “flat retainer fee” and stated that “upon the execution of this agreement, payment of the retainer fee ... and the Lawyers’ commencement of providing services, retainer fee shall be deemed a minimum fee and shall be deemed earned; except that, should the lawyers be discharged for failure to competently perform services pursuant to the terms of this agreement and prior to the expenditure of the initial 25 hours of services,” the matter of whether a refund was owed could be submitted to a court, mediation, or arbitration.

5. Respondent stated that the fee was a flat nonrefundable fee, was earned upon receipt, and was deposited into the firm’s operating account.

6. Respondent entered an appearance on Ms. Daugherty’s behalf in the estate litigation.

7. On February 6, 2024, and April 16, 2024, Respondent appeared at hearings in the estate litigation on behalf of Ms. Daugherty.

8. In December of 2024, Respondent accepted a position as Assistant Commonwealth's Attorney for the County of Tazewell.

9. Respondent stated that he mailed a letter to Ms. Daugherty on December 23, 2024, informing her of his departure and of her options to remain with the firm or seek other counsel. Ms. Daugherty stated that she did not receive a letter.

10. On December 31, 2024, Respondent left his law firm employment for a position as Assistant Commonwealth's Attorney for the County of Tazewell.

11. Respondent made no further efforts to contact Ms. Daugherty or protect her interests. Respondent did not allow Ms. Daugherty time to employ other counsel or make any efforts to facilitate a refund of any unearned portion of her advanced fee from the law firm.

12. Respondent did not request or obtain leave of court to withdraw as Ms. Daugherty's counsel in the estate litigation, and Respondent did not continue the representation.

VS B Docket Number 26-102-137265
Complainant: Janet Leigh Redden

13. On July 17, 2020, Complainant Janet Redden ("Ms. Redden") retained the law firm of Galumbeck, Stiltner, and Gillespie ("the Law Firm"), to represent her in a divorce. Respondent and Aaron Gillespie ("Mr. Gillespie") were present at the initial consultation with Ms. Redden, but Respondent was Ms. Redden's point of contact and was primarily responsible for the case.

14. Ms. Redden paid an advanced fee of \$4,500.00, which was deposited into the Law Firm's operating account upon receipt.

15. At all relevant times, Respondent used a personal Gmail address to communicate regarding Ms. Redden's case.

16. On August 5, 2020, Respondent filed petitions for child custody, visitation, and support ("custody and support cases") in the Juvenile and Domestic Relations District Court for Buchanan County on Ms. Redden's behalf. On September 8, 2020, opposing counsel, Terrence Shea Cook ("Mr. Cook") filed a Complaint for Divorce and several motions in the Circuit Court for Buchanan County ("the Circuit Court"), and set a motions hearing for September 28, 2020. The custody and support cases were removed to the Circuit Court. Mr. Gillespie filed a Complaint for Divorce on behalf of Ms. Redden, which requested, *inter alia*, equitable distribution and spousal support, as well as a motion requesting temporary spousal support. Respondent was listed as counsel of record with Mr. Gillespie.

17. The Court entered a temporary order granting temporary spousal support.

18. On December 15, 2021, the Court entered a Final Decree of Divorce, endorsed by Respondent, that addressed child custody and visitation and divorced the parties but did not address issues of equitable distribution or spousal support.

19. On February 24, 2022, Mr. Cook propounded discovery requests to Respondent. Respondent did not facilitate timely production of complete responses by Ms. Redden. On January 13, 2023, Mr. Cook filed a Motion to Compel Discovery Responses and a Motion for Vocational Evaluation and served the same on Respondent.

20. On January 18, 2023, after a hearing Respondent and Ms. Redden attended, the Court entered an Order, signed by Respondent and Mr. Cook, compelling Ms. Redden to respond fully to all discovery requests within twenty-one days. Respondent did not

facilitate timely production of complete responses by Ms. Redden in compliance with the January 18, 2023, Order.

21. On January 18, 2023, Mr. Cook propounded his second discovery requests and served the same on Respondent. On February 22, 2023, Mr. Cook sent a letter to Respondent noting that he had not yet received Ms. Redden's discovery responses in compliance with the January 18, 2023, Order.

22. Respondent stated that it was his typical practice to provide copies of all documents from the Court or opposing counsel to Ms. Redden by mail, but did not recall specifically discussing the first or second discovery requests with Ms. Redden.

23. On April 6, 2023, Mr. Cook filed a Notice of Hearing, requesting that the Court compel Ms. Redden to answer discovery, and served the same on Respondent. On May 8, 2023, after a hearing attended by Respondent and Ms. Redden, the Court entered an Order compelling Ms. Redden to respond fully to all discovery requests within ten days, a copy of which was provided to Respondent.

24. Respondent did not facilitate timely production of complete responses by Ms. Redden, in compliance with the May 8, 2023, Order. Respondent did nothing to ensure that discovery responses were submitted other than sending Ms. Redden a copy of the requests and telling her she needed to answer them.

25. On June 9, 2023, Mr. Cook filed a motion to preclude Ms. Redden from receiving spousal support based on her failure to comply with the January 18, 2023, and May 8, 2023, Orders.

26. On August 23, 2023, the Court entered an Order continuing the matter on the basis that Respondent had represented to the Court that all discovery would be answered no

later than August 25, 2023. Respondent did not facilitate the production of Ms. Redden's discovery responses on or before August 25, 2023.

27. Ms. Redden's discovery responses were not completed, and on August 23, 2023, the Court entered an Order setting a status hearing for November 30, 2023.

28. In December of 2023, Ms. Redden advised Respondent that her ex-husband had stopped making support payments; Respondent told Ms. Redden that her support payments would resume, but they did not. Respondent did not take any action to ensure that the payments resumed.

29. On November 13, 2024, the Court entered an agreed Equitable Distribution Order, endorsed by Mr. Cook and Respondent without objection. The Equitable Distribution Order granted Ms. Redden a distribution from her ex-husband's Thrift Savings Plan and Federal Employee Retirement System pension. Respondent did not prepare an order to facilitate the division of Ms. Redden's ex-husband's pension and did not inform anyone else at the Law Firm that retirement orders needed to be prepared.

30. On November 13, 2024, Mr. Cook presented his motion to preclude Ms. Redden from presenting evidence in support of her claim for spousal support. The Court ruled that day that if Ms. Redden had not produced fully responsive answers before November 25, 2024, she would be precluded from presenting evidence in support of her claim for spousal support. Respondent did not facilitate timely production of complete responses by Ms. Redden in compliance with the November 13, 2024, Order.

31. On December 3, 2024, the Court entered an Order precluding Ms. Redden from presenting any evidence in support of her request for spousal support; the Order was signed by Mr. Cook and Respondent.

32. Respondent stated in his interview with the VSB that he mailed the discovery requests to Ms. Redden and that she was present in court and depositions for discussions about the importance of producing responses, and that he discussed the necessity of responding to discovery with Ms. Redden at multiple office visits and court hearings, but that he did not attempt to go through the discovery requests with Ms. Redden one by one at any point during the representation. Respondent did not file objections to any of the discovery requests.

33. On December 3, 2024, Respondent emailed the Court's judicial assistant ("Ms. Viers") and Mr. Cook requesting a continuance of a December 5, 2024, status hearing. Ms. Viers provided both counsel with dates in late January of 2025, and Respondent indicated that he would be available. The status hearing was set for January 29, 2025.

34. On December 31, 2024, Respondent left the Law Firm for a position as Assistant Commonwealth's Attorney for Tazewell County. He did not provide Ms. Redden with written notice of his departure from the firm or advise her of other options for representation because Gillespie was his "co-counsel."

35. Respondent did not withdraw as counsel and did not otherwise inform the Court that he would be leaving private practice and no longer representing Ms. Redden.

36. Ms. Redden emailed Respondent in January 2025 to ask about the status of her spousal support. On January 27, 2025, at which time Respondent was already employed by the Commonwealth's Attorney's office, Respondent replied to Ms. Redden, "I haven't given up we will get it resolved soon I promise."

37. After Ms. Redden learned from a third party that Respondent had left the Law Firm, she emailed Mr. Galumbeck and asked why her spousal support had terminated. On March 27, 2025, Mr. Galumbeck responded to Ms. Redden that her support had been terminated because she had not completed discovery and suggested that Ms. Redden call Mr. Gillespie to set up a meeting before “the upcoming hearing.”

38. Ms. Redden met with Mr. Gillespie on April 4, 2025, and he informed her that he would take over the remainder of her case.

39. On January 27, 2025, Ms. Viers emailed Respondent and Mr. Cook informing them that the January 29, 2025, hearing would need to be rescheduled. From January 27, 2025, until March 2, 2025, Respondent was copied on emails between Ms. Viers and Mr. Cook but did not respond. Respondent did not forward the emails to Mr. Gillespie.

40. On February 28, 2025, Mr. Gillespie emailed his assistant and Mr. Galumbeck, stating “Joey has apparently let this case go ... the client is not receiving spousal support and child support. We need to get her in ASAP with Robert and I. Bad situation.” On March 1, 2025, Mr. Galumbeck responded and asked “can you give me a more complete statement of where we are which I can take up with Joey.” On March 2, 2025, Mr. Gillespie responded:

I have no idea where the file is. It was Joey's case.

It's in Buchanan County Circuit Court.

We are somewhere on n Equitable Distribution. The husband stopped paying spousal support and child support. The client is now destitute. She was a a stay at home Mom who homeschooled so she hasn't worked in a very long time and doesn't have the mental capability of working now. Honestly she should probably consider applying for disability.

I don't think Joey ever followed up with her after the divorce decree was entered but I have no idea. I brought the case in but Joey took it over.
Sent from my iPhone

41. On March 12, 2025, Mr. Cook began copying both Respondent and Mr. Gillespie on emails. On March 18, 2025, Ms. Viers set a conference call in Ms. Redden's case for March 20, 2025, by email to Mr. Cook and Mr. Gillespie. On March 18, 2025, Mr. Gillespie forwarded the mail to Mr. Galumbeck and asked "[w]hat is this about?"

42. On October 20, 2025, Ms. Redden attended a hearing with Mr. Gillespie. On that date, the Court entered a Final Order noting that "the parties were previously divorced by Decree of this Court entered December 15, 2021, said decree also addressing all issues relating to child custody and child support; that all issues relating to equitable distribution were resolved by entry of a Decree of this Court dated November 13, 2024, that by decree entered December 3, 2024, [Ms. Redden] was precluded from introducing any evidence in support of her request for spousal support unless she filed fully [responsive] answers to previously served discovery request[s] by November 25, 2024...." The Court ordered that Ms. Redden's ex-husband was to pay her \$50.00 per month as spousal support.

II. NATURE OF MISCONDUCT

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

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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
whether the fee is fixed or contingent.

By characterizing his fee as earned upon receipt and treating the same as earned upon receipt, Respondent violated Rule 1.5(a).

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.

By failing to request and obtain leave of court to withdraw as counsel when he left private practice and stopped representing Ms. Daugherty, Respondent violated Rule 1.16(c).

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 take reasonable steps to protect Ms. Daugherty's interests upon his departure from private practice, including failing to ensure that Ms. Daugherty received notification of his departure and failing to allow her time to employ new counsel before abandoning her case, Respondent violated Rule 1.16(d).

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Rule 1.3 Diligence

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

By failing to meet with Ms. Redden and review the discovery requests propounded upon her, and by failing to facilitate Ms. Redden's production of complete discovery responses, despite the Court's Orders of January 18, 2023, May 8, 2023, August 23, 2023, and November 13, 2024, noncompliance with which resulted in the Court's December 3, 2024, Order precluding Ms. Redden from presenting any evidence in support of her request for spousal support; and by failing to inform Ms. Redden or anyone at the Law Firm that orders directing distributions from retirement accounts were needed to complete the representation, Respondent violated Rule 1.3(a).

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;
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- 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

whether the fee is fixed or contingent.

By characterizing his fee as earned upon receipt and treating the same as earned upon receipt, Respondent violated Rule 1.5(a).

Rule 1.16 Declining Or Terminating Representation

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- (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.

By failing to request and obtain leave of court to withdraw as counsel, Respondent violated Rule 1.16(c).

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(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 take reasonable steps to protect Ms. Redden's interests upon his departure from private practice, including failing to ensure that Ms. Redden received notification of his departure, and failing to allow her time to employ new counsel, and by failing to inform Ms. Redden or anyone at the Law Firm that orders directing distributions from retirement accounts were needed to complete the representation, Respondent violated Rule 1.16(d).

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand with Terms. The terms are:

1. MCLE

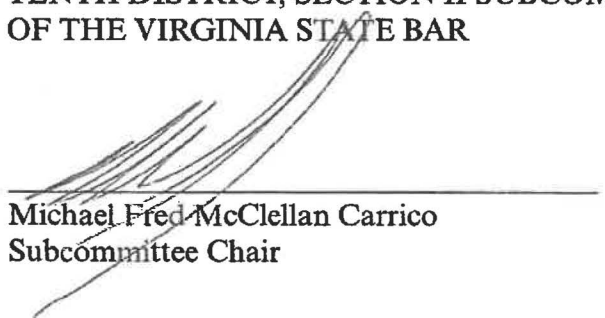
On or before December 31, 2026, Respondent will complete two (2.0) hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of ethics. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be 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).

If any of the terms are not met by the time specified, pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.F, the District Committee shall hold a hearing and Respondent shall be required to show cause why a Certification for Sanction Determination should not be imposed. 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 the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-9.E, the Clerk of the Disciplinary System shall assess costs.

TENTH DISTRICT, SECTION II SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Michael Fred McClellan Carrico
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on July 16, 2026, a true and complete copy of the foregoing Subcommittee Determination was sent to Terry Joseph Stiltner, Respondent, by certified mail at 409 Main St, Tazewell, VA 24651-6114, Respondent's last address of record with the Virginia State Bar, and by email to tjstiltneresq@gmail.com.



Jessica C. Beatty
Assistant Bar Counsel

VIRGINIA:

**BEFORE THE TENTH DISTRICT, SECTION II SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
TERRY JOSEPH STILTNER**

**VSB Docket Nos. 25-102-134486
 26-102-137265**

AGREED DISPOSITION
PUBLIC REPRIMAND WITH TERMS

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4, the Virginia State Bar, by Jessica C. Beatty, Assistant Bar Counsel, and Terry Joseph Stiltner, Respondent, pro se, enter into the following agreed disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Terry Joseph Stiltner ("Respondent") was admitted to the Virginia State Bar ("VSB") in 2006. At all relevant times, Respondent was a member of the VSB.

2. On December 8, 2021, Complainant Patricia Daugherty ("Ms. Daugherty") hired Respondent in an ongoing estate litigation matter. At the time the representation commenced, Respondent was employed by the law firm of Galumbeck and Kegley ("the Law Firm"). He left private practice at the end of 2024 and is now employed by the Tazewell Commonwealth's Attorney's office.

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10. On December 31, 2024, Respondent left his law firm employment for a position as Assistant Commonwealth's Attorney for the County of Tazewell.

11. Respondent made no further efforts to contact Ms. Daugherty or protect her interests. Respondent did not allow Ms. Daugherty time to employ other counsel or make any efforts to facilitate a refund of any unearned portion of her advanced fee from the law firm.

12. Respondent did not request or obtain leave of court to withdraw as Ms. Daugherty's counsel in the estate litigation, and Respondent did not continue the representation.

VSB Docket Number 26-102-137265
Complainant: Janet Leigh Redden

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I don't think Joey ever followed up with her after the divorce decree was entered but I have no idea. I brought the case in but Joey took it over.
Sent from my iPhone

41. On March 12, 2025, Mr. Cook began copying both Respondent and Mr. Gillespie on emails. On March 18, 2025, Ms. Viers set a conference call in Ms. Redden's case for March 20, 2025, by email to Mr. Cook and Mr. Gillespie. On March 18, 2025, Mr. Gillespie forwarded the mail to Mr. Galumbeck and asked "[w]hat is this about?"

42. On October 20, 2025, Ms. Redden attended a hearing with Mr. Gillespie. On that date, the Court entered a Final Order noting that "the parties were previously divorced

by Decree of this Court entered December 15, 2021, said decree also addressing all issues relating to child custody and child support; that all issues relating to equitable distribution were resolved by entry of a Decree of this Court dated November 13, 2024, that by decree entered December 3, 2024, [Ms. Redden] was precluded from introducing any evidence in support of her request for spousal support unless she filed fully [responsive] answers to previously served discovery request[s] by November 25, 2024....” The Court ordered that Ms. Redden’s ex-husband was to pay her \$50.00 per month as spousal support.

II. NATURE OF MISCONDUCT

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

VSB Docket Number 25-102-134486

Complainant: Patricia L. Daugherty

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

whether the fee is fixed or contingent.

By characterizing his fee as earned upon receipt and treating the same as earned upon receipt, Respondent violated Rule 1.5(a).

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.

By failing to request and obtain leave of court to withdraw as counsel when he left private practice and stopped representing Ms. Daugherty, Respondent violated Rule 1.16(c).

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 take reasonable steps to protect Ms. Daugherty's interests upon his departure from private practice, including failing to ensure that Ms. Daugherty received notification of his departure and failing to allow her time to employ new counsel before abandoning her case, Respondent violated Rule 1.16(d).

**VSB Docket Number 26-102-137265
Complainant: Janet Leigh Redden**

Rule 1.3 Diligence

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

By failing to meet with Ms. Redden and review the discovery requests propounded upon her, and by failing to facilitate Ms. Redden's production of complete discovery responses, despite the Court's Orders of January 18, 2023, May 8, 2023, August 23, 2023, and November 13, 2024, noncompliance with which resulted in the Court's December 3, 2024, Order precluding Ms. Redden from presenting any evidence in support of her request for spousal support; and by failing to inform Ms. Redden or anyone at the Law Firm that orders directing

distributions from retirement accounts were needed to complete the representation, Respondent violated Rule 1.3(a).

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

whether the fee is fixed or contingent.

By characterizing his fee as earned upon receipt and treating the same as earned upon receipt, Respondent violated Rule 1.5(a).

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.

By failing to request and obtain leave of court to withdraw as counsel, Respondent violated Rule 1.16(c).

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 take reasonable steps to protect Ms. Redden's interests upon his departure from private practice, including failing to ensure that Ms. Redden received notification of his departure, and failing to allow her time to employ new counsel, and by failing to inform Ms. Redden or anyone at the Law Firm that orders directing distributions from retirement accounts were needed to complete the representation, Respondent violated Rule 1.16(d).

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and Respondent tender to a subcommittee of the Tenth District, Section II 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 Tenth District, Section II Committee. The terms shall be met as set forth below and are as follows:

1. MCLE

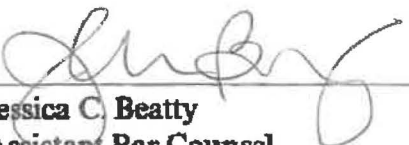
On or before December 31, 2026, Respondent will complete two (2.0) hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of ethics. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be 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).

If any of the terms are not met by the deadlines set forth herein, Respondent agrees that the District Committee shall hold a hearing and Respondent shall be required to show cause why a Certification for Sanction Determination should not be imposed pursuant to Part 6, Section IV, Paragraph 13-15.F 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 Part 6, Section IV, Paragraph 13-9.E of the Rules of the Supreme Court of Virginia.

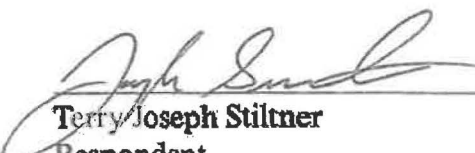
If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

Pursuant to Part 6, Section IV, Paragraph 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.

VIRGINIA STATE BAR



Jessica C. Beatty
Assistant Bar Counsel



Terry Joseph Stiltner
Respondent



Certified Article Number

9414 7266 9904 2248 6766 46

SENDER'S RECORD

Virginia State Bar

TENTH DISTRICT, SECTION II COMMITTEE

PLEASE REPLY TO:
Joanne Fronfelter, Clerk
1111 East Main Street, Suite 700
Richmond, Virginia 23219-0026

July 16, 2026

PERSONAL AND CONFIDENTIAL

RECEIVED
Jul 16, 2026

VIRGINIA STATE BAR
CLERK'S OFFICE

VIA CERTIFIED MAIL & EMAIL: tjstiltneresq@gmail.com

Terry Joseph Stiltner
409 Main Street
Tazewell, VA 24651-6114

Re: In the Matter of Terry Joseph Stiltner
VSB Docket No. 25-102-134486
VSB Docket No. 26-102-137265

Dear Mr. Stiltner:

Enclosed is a Subcommittee Determination (Public Reprimand with Terms) hereby served on you by the Tenth District, Section II Subcommittee of the Virginia State Bar.

Please be aware that this disposition will become a part of your disciplinary record.

Pursuant to Part 6, Section IV, Paragraphs 13-15.F and 13-15.G of the Rules of the Supreme Court of Virginia, if you fail to comply with the terms by the dates indicated in the Subcommittee Determination, the alternative disposition may be imposed. Imposition of the alternative sanction may involve a public show cause notice and a public hearing pursuant to Part Six, Section IV, Paragraphs 13-15.F and 13-16.BB of the Rules of the Supreme Court of Virginia.

Sincerely,

Michael Fred McClellan Carrico
Subcommittee Chair

Enclosure

cc: Patricia L. Daugherty, Complainant
Janet Redden, Complainant
Joanne Fronfelter, Clerk of the Disciplinary System

Jessica C. Beatty, Assistant Bar Counsel
Rob Baker, Investigator