

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
THOMAS BERT WEIDNER, IV**

VS B DOCKET NO. 26-080-137200

**AGREED DISPOSITION MEMORANDUM ORDER
PUBLIC REPRIMAND WITH TERMS**

On June 1, 2026, this matter was heard, telephonically, by the Virginia State Bar Disciplinary Board (the "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 Six, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Alison G. M. Martin, 1st Vice Chair (the "Chair"); Yvonne S. Gibney; David R. Tiller; Michael C. Moore; and Reba H. Davis, Lay Member. The Virginia State Bar was represented by Jessica C. Beatty, Assistant Bar Counsel. Thomas Bert Weidner, IV (the "Respondent") was present and was represented by counsel, Paulo E. Franco, Jr.. 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 this matter to which each member responded in the negative. Jennifer Thomas, court reporter, 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 Board accepts the Agreed Disposition and the Respondent shall

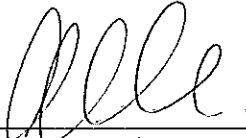
receive a Public Reprimand with Terms, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective June 1, 2026.

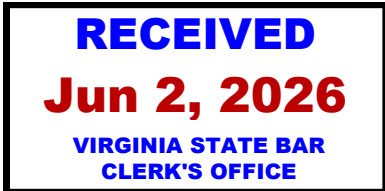
It is further **ORDERED** that pursuant to Part Six, Section IV, Paragraph 13-9.E, of the Rules of the Supreme Court of Virginia, the Clerk shall assess all costs against the Respondent.

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 Virginia State Bar address of record, at Thomas Weidner IV, PLLC, 105 Filmore Street, Staunton, VA 24401, and a copy by electronic mail to Paulo E. Franco, Jr., Respondent's Counsel and a copy by electronic mail to Jessica C. Beatty, Assistant Bar Counsel.

ENTERED THIS 4th DAY OF JUNE, 2026
VIRGINIA STATE BAR DISCIPLINARY BOARD



Alison G. M. Martin
1st Vice Chair



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**BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
THOMAS BERT WEIDNER, IV**

VS B Docket No. 26-080-137200

AGREED DISPOSITION
(PUBLIC REPRIMAND WITH TERMS)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar, by Jessica C. Beatty, Assistant Bar Counsel, and Thomas Bert Weidner, IV, Respondent, and Paulo Emilio Franco, Jr., Respondent’s counsel, hereby enter into the following Agreed Disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. Respondent was admitted to the Virginia State Bar (“VSB”) in 1989. At all relevant times, Respondent was a member of the VSB.
2. In April of 2024, Complainant Felicia Neil (“Ms. Neil”) met with Respondent Thomas Weidner, IV (“Respondent”) regarding representation for two charges of felony grand larceny and money laundering. Ms. Neil paid Respondent \$350.00 advance fee towards an hourly engagement at \$375.00 per hour to represent her in pre-indictment negotiations with the Commonwealth’s Attorney. Respondent was unable to reach a pre-indictment agreement with the Commonwealth’s attorney on Ms. Neil’s behalf.
3. On January 21, 2025, a Staunton grand jury indicted Ms. Neil on two felony counts of grand larceny and money laundering.
4. On January 29, 2025, Respondent and Ms. Neil met about continuing the representation. Respondent requested that Ms. Neil pay him what Respondent referred to as a “flat fee” of \$45,000.00 for representation on the two felony indictments. Ms. Neil told Respondent that she could not pay \$45,000.00 up front.

5. Respondent offered to represent Ms. Neil if she would agree to secure the debt with a \$45,000.00 lien against her husband, Stephen Neil's ("Mr. Neil") house, and Ms. Neil agreed. The house was titled solely in Mr. Neil's name, but Ms. Neil maintained an equitable interest in the house by marriage. Respondent and Ms. Neil agreed that Ms. Neil would make monthly payments to Respondent, which would reduce the balance of the debt. Respondent called attorney John Hill ("Mr. Hill") at the law firm of Poindexter Hill, who prepared a Note and Deed of Trust.

6. On January 31, 2025, Respondent provided Ms. Neil with a written fee agreement for representation of Ms. Neil through trial in the Circuit Court for the City of Staunton. Respondent's fee agreement was one that he had been using since 2009.

7. The Fee Agreement stated:

3. Initial Attorney Fee. Defendant and Guarantor agree to pay to Attorney, jointly and severally, an initial fee of \$45,000.00 to Attorney to represent Defendant on the Charges in the Circuit Court.

...

6. Non-refundable Nature of Attorney Fees. Defendant and Guarantor agree and acknowledge that this flat fee is based upon the Attorney's agreement not to handle other matters which would conflict with his ability to prepare and appear on Defendant's behalf at scheduled hearings and that Attorney will refrain from taking other cases in order to adequately prepare this case and appear in court. Therefore, the Defendant and Guarantor hereby agree that the attorney fees contained herein are non-refundable. Should this agreement be terminated before the preliminary hearing, Defendant and Guarantor agree to pay \$375.00/hr. and paralegals at a rate of \$45.00/hr. up to the maximum amount listed in Paragraph 3 above plus all costs and expenses for work performed in preparation.

8. Even though the \$45,000.00 was described in Respondent's Fee Agreement as an "Initial Attorney Fee," according to Ms. Neil, Respondent verbally described the fee to Ms. Neil as a "flat fee," such that even if the case resolved prior to trial, Respondent would still be entitled to the entire \$45,000.00. Respondent did state that the fee was a flat fee but denied making the statement that he would be entitled to the entire fee even if the case was resolved prior to trial.

The fee agreement that Ms. Neil agreed to stated that she would be charged on an hourly basis if the case was settled before the preliminary hearing; however, as Ms. Neil had been indicted before signing the fee agreement, there was no preliminary hearing in her case.

9. Respondent did not provide Ms. Neil with any billing statements during the representation. Respondent's office told Ms. Neil that they did not prepare itemized billing statements in "flat fee" cases.

10. When interviewed by the VSB, Respondent stated that he intended that \$45,000.00 was meant to be the maximum the Neils would be required to pay, such that if he took the case to trial, he would receive the full \$45,000.00, but that if the representation was terminated prior to trial, he would be paid based on his hourly fee.

11. On January 31, 2025, Respondent, Ms. Neil, and Mr. Neil signed the Fee Agreement.

12. On January 31, 2025, the same day Respondent and Ms. Neil signed the Fee Agreement, Respondent provided and Mr. Neil signed a Deed of Trust placing a \$45,000.00 lien on Mr. Neil's house.

13. Respondent did not review the Deed of Trust before providing it to the Neils.

14. Respondent did not explain the terms or the risks of the Deed of Trust to the Neils.

15. Respondent did not advise the Neils to seek independent counsel before signing the Deed of Trust.

16. The Note was held by Respondent, and the Deed of Trust was held by Mr. Hill and Logan T. Moore, Esquire, as trustees (collectively, "the Trustees").

17. The Deed of Trust included interest at 7.5% per annum, calculated monthly. The Deed of Trust required payments of \$534.16 per month for a term of 119 months, for total payments of \$63,565.04.

18. In the event of a sale of the Neils' home, the Deed of Trust allowed for the Trustees to collect a commission of 5% of the gross proceeds of the sale; and if the property were to be advertised for sale but the sale was cancelled, the Deed of Trust allowed for the Trustees to collect compensation for services in the amount of 2.5% of the then-outstanding indebtedness.

19. Respondent charged Ms. Neil \$750.00 to record the Deed of Trust.

20. At some point after the representation commenced, Respondent made a handwritten amendment to the agreement without the Neils' approval or knowledge by changing "preliminary hearing" to "trial" in Paragraph 6, with the intention that it would read "Should this agreement be terminated before trial, Defendant and Guarantor agree to pay \$375.00/hr. and paralegals at a rate of \$45.00/hr. up to the maximum amount listed in Paragraph 3 above plus all costs and expenses for work performed in preparation." This change was made to reflect the fact that there was no preliminary hearing due to the fact that the Commonwealth had secured a direct indictment against Ms. Neil.

21. The relationship between Respondent and Ms. Neil broke down and on October 16, 2025, Respondent moved to withdraw as counsel, prior to the December 15, 2025, trial date.

22. Respondent adjusted the fees to bill at his hourly rate, crediting Complainant with payments she had already made, for a total debt of \$7,475.00.

23. On May 11, 2026, Respondent released of the Deed of Trust against Mr. Neil's property by recording a certificate of satisfaction or release of lien with the Circuit Court Clerk's Office for the City of Staunton.

24. In the future, Respondent will no longer use any fee agreement that characterizes advanced legal fees as nonrefundable.

II. NATURE OF MISCONDUCT

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

Rule 1.5 Fees

a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

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

By preparing, using, and signing a fee agreement that characterized Respondent's advanced legal fees as nonrefundable, Respondent violated Rule 1.5(a).

Rule 1.5 Fees

b) The lawyer's fee shall be adequately explained to the client. When the lawyer has not regularly represented the client, the amount, basis or rate of the fee shall be communicated to

the client, preferably in writing, before or within a reasonable time after commencing the representation.

By preparing and signing a fee agreement that was internally inconsistent and inconsistent with the verbal descriptions of the fee Respondent gave to Complainant, and by annotating the fee agreement without telling Complainant, Respondent violated Rule 1.5(b).

Rule 1.8 Conflict of Interest: Prohibited Transactions

a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

- 1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client;
- 2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and
- 3) the client consents in writing thereto.

By entering into a business transaction with his client and knowingly acquiring a possessory or security interest adverse to the client, the terms of which business transaction were not fair and reasonable, without giving the client a reasonable opportunity to seek the advice of independent counsel in the transaction, Respondent violated 1.8(a).

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Disciplinary Board 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 a panel of the Disciplinary Board. Bar counsel and Respondent agree that the effective date for the sanction shall be the date of entry of the Disciplinary Board Order approving this Agreed Disposition. The terms with which Respondent must comply are as follows:

1. Within 30 days of the entry of an Agreed Disposition Memorandum Order by the Disciplinary Board, Respondent will submit a proposed modified fee agreement for his law firm to the VSB Ethics Department for review. Within 90 days of the approval of this Agreed

Disposition by the Disciplinary Board, Respondent will submit to bar counsel a modified fee agreement for his law firm that, in the opinion of the VSB Ethics Department, conforms with all pertinent provisions of the Virginia Rules of Professional Conduct.

2. Within 30 days of the entry of an Agreed Disposition Memorandum Order by the Disciplinary Board, Respondent will certify to bar counsel that he has notified in writing any and all current clients who have executed a fee agreement describing Respondent's fee as nonrefundable that Respondent's fee is not nonrefundable.

Upon satisfactory proof that all terms and conditions have been met, this matter shall be closed.

If, however, any of the terms and conditions is not met by the deadlines imposed above, Respondent agrees that the Disciplinary Board shall impose a certification for sanction determination pursuant to Rules of Court, Part Six, Section IV, Paragraph 13-18.O.

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: Jessica Beatty
Jessica C. Beatty
Assistant Bar Counsel

Thomas Bert Weidner, IV
Thomas Bert Weidner, IV
Respondent

Paulo Emilio Franco
Paulo Emilio Franco
Respondent's Counsel