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CHRISTOPHER J. FALCON
CLERK, CIRCUIT COURT
FAIRFAX, VA

VIRGINIA:

IN THE FAIRFAX CIRCUIT COURT

VIRGINIA STATE BAR EX REL.
FIFTH DISTRICT, SECTION II COMMITTEE
VSB DOCKET NO. 24-052-130949

Complainant,

v.

Case No. CL-2025-02951

DOUGLAS BELL WESSEL

Respondent.

FINAL JUDGMENT MEMORANDUM ORDER

THIS MATTER was heard on June 9-12, 2025, before a Three-Judge Circuit Court duly impaneled pursuant to Section 54.1-3935 of the Code of Virginia (1950) as amended, consisting of the Honorable James E. Plowman, Jr. of the Twentieth Judicial Circuit as Chief Judge Designate (“Chief Judge”), the Honorable Edward A. Robbins, Jr. of the Twelfth Judicial Circuit as Judge, and the Honorable David M. Barredo of the Sixteenth Judicial Circuit as Judge (collectively, “the Court”).

Senior Assistant Bar Counsel Elizabeth K. Shoenfeld represented the Virginia State Bar (“VSB”). Respondent Douglas Bell Wessel (“Respondent”) appeared in person at all times throughout the proceedings and acted *pro se*.

The Chief Judge swore the court reporter, and each member of the Court verified that he had no personal or financial interest that might affect or reasonably be perceived to affect their ability to be impartial in this matter.¹

¹ These verifications were made on the record during the beginning of day two of the proceedings.

2/20/25 cc: A/VASB

WHEREUPON a hearing was conducted upon the Rule to Show Cause issued on February 28, 2025, against Respondent.²

MISCONDUCT PHASE

Respondent moved to strike VSB witnesses Mariela Perez, Robert Stoney, and Juli Porto. After both parties presented argument, Respondent's motion was denied.

By agreement of the parties, the Court admitted into evidence Respondent's Exhibits 1-252 at the onset of the hearing. Thereafter, the VSB presented its opening statement. Respondent reserved any opening statement for the beginning of Respondent's case.

During the Misconduct phase, the VSB called the following witnesses:

1. Mariela Perez,
2. Robert Stoney,
3. Juli Porto, and
4. VSB Investigator Matthew Foley.

During the testimony of these witnesses, the VSB introduced VSB Exhibits 5-8, 11, 12-15, 18, 20-21, 23, 34, 39, and 41-44, without objection. The VSB also introduced VSB Exhibits 4 and 22, which were admitted over Respondent's objection.

Thereafter, the VSB rested.

Respondent chose not to give an opening statement. Respondent testified on his own behalf. During his testimony, Respondent introduced Respondent's Exhibit 254. Respondent then rested.

² Prior to the hearing, Respondent filed a Motion to Dismiss and Supplemental Motion to Dismiss. In his Supplemental Motion to Dismiss, Respondent argued that he was not timely served with the Rule to Show Cause. The VSB responded to Respondent's Motion to Dismiss, and the Court entered an order denying Respondent's Motion to Dismiss on May 30, 2025.

At the conclusion of all the evidence in the Misconduct phase, the VSB and Respondent presented closing arguments to the Court, and the Court thereafter retired to deliberate.

Upon deliberation and consideration of the parties' exhibits, witness testimony, and the arguments of counsel, the Court made the findings of fact identified on pages 4-15 of the attached transcript, which is incorporated into this Order by reference.

FINDINGS OF MISCONDUCT

Based on the foregoing findings of fact, the Court found that the VSB proved by clear and convincing evidence that Respondent violated the following Virginia Rules of Professional Conduct:

RULE 1.3 Diligence

- (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 1.16 Declining or Terminating Representation

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
 - (1) the representation will result in violation of the Rules of Professional Conduct or other law; [or]
 - ...
 - (3) the lawyer is discharged.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another[.]

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[.]

The basis for each Rule violation is stated on pages 15-16 of the attached transcript.

SANCTIONS PHASE

The Court then convened the sanctions phase of the proceeding. The parties presented opening statements. The VSB incorporated by reference all of the exhibits introduced and the testimony elicited during the Misconduct phase of the hearing. The VSB moved into evidence VSB Ex. 45, a Certification of Respondent's prior disciplinary record in Virginia reflecting that Respondent had no prior discipline, without objection. The VSB also presented the testimony of Mariela Perez, during which VSB Exhibits 46 and 47 were moved into evidence without objection.

Respondent testified on his own behalf during the sanctions phase of the proceeding and presented the testimony of the following witnesses: Barbara Comstock, Kimberly Townsend, Sheila Egan, Pat Boyle, Roger Creager, and Stephen Terpak.³

Counsel for the VSB presented argument regarding the sanction to be imposed on Respondent for the Misconduct found. The Court offered Respondent the opportunity to present argument regarding the sanction to be imposed and Respondent incorporated his prior testimony. The Court recessed to deliberate.

³ At Respondent's request, and for the convenience of the witnesses, Ms. Comstock, Ms. Townsend, and Mr. Creager testified prior to the conclusion of the Misconduct portion of the hearing. However, their testimony was considered for sanctions purposes only.

DETERMINATION

After consideration of the evidence as to mitigation and aggravation, and the arguments of counsel, the Court reconvened to announce its sanction of SUSPENSION of Respondent's license to practice law in the Commonwealth of Virginia for a period of THIRTEEN MONTHS, effective July 15, 2025.

Accordingly, it is hereby ORDERED that Respondent's license to practice law in the Commonwealth of Virginia be, and the same hereby is, SUSPENDED for a period of THIRTEEN MONTHS, effective July 15, 2025.

It is further ORDERED that Respondent must comply with the requirements of Part Six, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. Respondent must forthwith give notice by certified mail, return receipt requested, of the Suspension of his license to practice law in the Commonwealth of Virginia, to all clients for whom Respondent is currently handling matters and to all opposing attorneys and presiding judges in pending litigation. Respondent must also make appropriate arrangements for the disposition of matters then in Respondent's care in conformity with the wishes of his clients. Respondent must give such notice immediately and in no event later than 14 days from the effective date of the Suspension, and make such arrangements as are required herein as soon as practicable and in no event later than 45 days from the effective date of the Suspension. Respondent must also furnish proof to the VSB within 60 days of the effective date 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 Respondent is not handling any client matters on the effective date of the Suspension, Respondent must submit an affidavit to that effect to the Clerk of the Disciplinary System of the VSB. Issues concerning the adequacy of the notice and arrangement

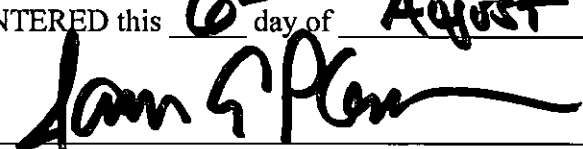
required by Paragraph 13-29 must be determined by the VSB Disciplinary Board, or, if demanded pursuant to Paragraph 13-29, another three-judge Circuit Court, which may impose a sanction of Suspension or Revocation for failure to comply with these requirements.

It is further ORDERED that the Clerk of the Disciplinary System of the VSB must assess all costs pursuant to Paragraph 13-9.E.

It is further ORDERED that the Clerk must send a copy teste of this order to Douglas Bell Wessel, Respondent, at Douglas B. Wessel, 1527 Autumn Ridge Circle, Reston, VA 20194; and to Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel, Virginia State Bar, 1111 E. Main St., Suite 700, Richmond, VA 23219; and to Joanne Fronfelter, Clerk of the Disciplinary System, Virginia State Bar, 1111 E. Main St., Suite 700, Richmond, VA 23219.

The proceedings were transcribed by Gail Zehner, ICR Rudiger & Green, phone number 703-331-0212.

This Order is the final judgment of this Court as provided by Rule 5:21(b)(2)(ii) of the Rules of the Supreme Court of Virginia.*

ENTERED this 6th day of August 2025


Judge James E. Plowman, Jr., Chief Judge for the Court

* SIGNATURES OF THE PARTIES ARE DISPENSED WITH PURSUANT TO RULE 1:13
EITHER PARTY WISHING TO DOCUMENT SPECIFIC OBJECTION TO THIS ORDER MUST DO SO BY FILING SAME WITH THE CLERK BY CLOSE OF BUSINESS, AUGUST 15, 2025.

Attachment

In the Matter of:
Re: Douglas Bell Wessel

RULING
June 12, 2025



(703) 331-0212
www.icrdepos.com

EXCERPT OF PROCEEDINGS

V I R G I N I A

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

- - - - -x
 :
 VIRGINIA STATE BAR, EX REL. :
 FIFTH DISTRICT, SECTION II :
 COMMITTEE :
 VSB DOCKET NO. 24-052-130949 :
 :
 Complainant, :
 :
 v. : CASE NO. CL-2025-0002951
 :
 DOUGLAS BELL WESSEL, :
 :
 Respondent. :
 :
 - - - - -x

Circuit Courtroom 5D
Fairfax County Courthouse
Fairfax, Virginia

Thursday, June 12, 2025

The above-entitled matter came on to be heard before a Three-Judge Panel consisting of THE HONORABLE JAMES E. PLOWMAN, JR., Chief Judge in this matter and Judge in and for the Circuit Court for the 20th Circuit; THE HONORABLE DAVID M. BARREDO, Judge in and for the Circuit Court for the 16th Circuit; and THE HONORABLE EDWARD A. ROBBINS, JR., Judge in and for the Circuit Court for the 12th Circuit, in the Courthouse, Fairfax, Virginia, beginning at 9:06 o'clock, a.m.

APPEARANCES:

On Behalf of the Virginia State Bar:

Elizabeth K. Shoenfeld, Esquire
Senior Assistant Bar Counsel
Virginia State Bar
1111 East Main Street, Suite 700
Richmond, Virginia 23219-0026
(804)775-9410
eshoenfeld@vsb.org

On Behalf of the Respondent:

Douglas Bell Wessel, Esquire, pro se
WESSEL LAW
Reston Town Center
11921 Freedom Drive, Suite 550
Reston, Virginia 20190
(703)717-3474
dougwessel@aol.com

Trial Technician:

Rob Choi
Trial Presentation Services
MediVisuals
2008 Libbie Ave., Suite 200
Richmond, Virginia 23226
(800)899-2153
robchoi@medivisuals.com

* * * * *

C O N T E N T S

WITNESS

DIRECT CROSS REDIRECT RECROSS

(None.)

* * * * *

E X H I B I T S

FOR IDENTIFICATION IN EVIDENCE

(None.)

* * * * *

1 E X C E R P T O F P R O C E E D I N G S

2 (Whereupon, the Court Reporter was first duly
3 sworn by the Clerk of the Court.)

4 JUDGE PLOWMAN: Good morning.

5 MS. SHOENFELD: Good morning.

6 JUDGE ROBBINS: Good morning.

7 JUDGE PLOWMAN: All right. We are on the
8 record in Virginia State Bar versus Douglas Bell Wessel,
9 Case Number CL-2025-02951.

10 The evidentiary portion of this hearing
11 concluded yesterday and the Panel heard closing arguments
12 and retired to consider the evidence and argument of the
13 parties. All right.

14 The Panel unanimously finds by clear and
15 convincing evidence the following findings of fact:

16 That Respondent was admitted to the Virginia
17 State Bar in 1979. At all relevant times Respondent was a
18 member of the Virginia State Bar.

19 On June 23, 2019, Complainant Mariela Perez
20 was injured by a cart accident at a retail establishment.

21 She broke her femur and required surgery to
22 install a rod in her leg. While at the hospital she found

1 the Respondent online and he came to the hospital to meet
2 with her.

3 In July 2019, Ms. Perez signed a fee agreement
4 with Respondent. The fee agreement called for a 38
5 percent contingency fee up to 60 days before the first
6 scheduled trial date and then a 40 percent contingency fee
7 thereafter.

8 On June 23, 2021, Respondent filed suit in the
9 Circuit Court for Fairfax County on behalf of Ms. Perez.

10 On August 22, 2022, the Court scheduled a
11 five-day trial to begin on October 23, 2023.

12 In June 2023, Respondent contacted Robert
13 Stoney, an experienced products -- product liability
14 attorney with Blankingship and Keith.

15 Mr. Wessel contacted Mr. Stoney to ask Stoney
16 a specific question. That is, "Do you think we need to
17 show the specific cause of this sudden acceleration?"

18 Stoney's answer was, "No. We need only show
19 that the Defendant could have prevented this situation" --
20 I mean -- excuse me -- "prevented this sudden unintended
21 acceleration."

22 On July 18, 2023, Mr. Stoney sent Respondent a

1 letter saying that he would charge \$625 an hour, but on a
2 contingency basis. Stoney said that, quote, "As a
3 consultant I would not try the case and I would not take
4 responsibility for the active prosecution of the case."

5 On or about July 18, 2023, Respondent hired
6 Stoney.

7 On September 19, 2023, Mr. Stoney's colleague,
8 Jill (ph) [sic] Porto, sent Ms. Perez and Respondent a
9 letter with a fee agreement.

10 The letter said that the firm's fee would be
11 paid from Respondent's contingency fee unless Ms. Perez
12 agreed that she would pay a portion of their fees from her
13 recovery.

14 Ms. Perez and Respondent both signed the
15 agreement on September 20, 2023.

16 On or about September 12, 2023, Respondent
17 called Ms. Perez to tell her that she would have to pay
18 part of Stoney's and or Porto's fees.

19 Ms. Perez was unhappy about this expense and
20 expressed her displeasure to the Respondent.

21 Although Porto was not retained until
22 September 20th, 2023, Respondent and Ms. Perez had

1 discussed hiring Porto weeks earlier.

2 Porto was retained on September 20th, 2023,
3 despite Respondent then knowing he would not be proceeding
4 to trial.

5 Respondent never advised Ms. Perez that he
6 would not proceed to trial until October 10, 2023, despite
7 having made that decision on September 12, 2023.

8 After the conversation on September 12, 2023,
9 Wessel unilaterally decided he could not try Ms. Perez's
10 case because Wessel believed on that date that the
11 attorney client relationship was irreparably broken.

12 Wessel did not inform the client of his
13 position until October 10, 2023.

14 On September 12, 2023, Respondent determined
15 that he would not try Perez's case. Instead Respondent
16 continued to present a facade of trial preparation,
17 despite having no intention of proceeding to trial on
18 October 23, 2023.

19 On September 22, 2023, Wessel accepted
20 disbursement of 22,000 in litigation loan funds at a time
21 when he had already determined he would not try the case.

22 On September 26th, 2023, Ms. Perez spoke on

1 the phone with Respondent, Stoney and Porto. During the
2 call Respondent asked Perez to pay a portion of Porto's
3 fee.

4 Following the September 26th, 2023 call, Mr.
5 Stoney emailed Respondent to encourage him to pay Porto's
6 fee in order to salvage the relationship.

7 Respondent subsequently emailed Ms. Perez and
8 confirmed that he would cover the fees for Stoney and
9 Porto.

10 On September 29, 2023, just before Stoney was
11 scheduled to meet with opposing counsel to discuss
12 settlement, Respondent asked Stoney what would happen if
13 Stoney were unable to settle the case.

14 Stoney responded that Respondent would then
15 try the case. Respondent informed Stoney that Respondent
16 would not try the case.

17 Stoney asked Respondent what his plan was and
18 Respondent told Stoney that he would pretend to prepare
19 for trial and either nonsuit or settle the case at the
20 last minute.

21 On October 10, 2023, Respondent emailed Perez,
22 with a copy to Stoney and Porto, that Respondent would,

1 quote, "continue as I have in the past several weeks to
2 appear in all respects to opposing counsel that we are
3 proceeding to trial."

4 An email argument between Stoney and
5 Respondent ensued in which Respondent accused Stoney of
6 attempting to steal Perez's case and the Resulting
7 contingency fee from him.

8 On October 11, 2023, Stoney emailed -- one
9 minute.

10 On October 11, 2023, Stoney emailed
11 Respondent, "Since the" -- quote, "Since the" -- quote,
12 "Since the day you informed me that you had no intention
13 of trying this case, I've tried repeatedly to convince you
14 to change your mind and repair your relationship with Ms.
15 Perez. It may not be too late. And I again suggest that
16 you tell her that you will follow through with what she
17 hired you to do."

18 Stoney further stated, "Yesterday she was
19 confronted with a terrible situation -- an offer that is
20 well below the value of her case and a lead counsel who
21 refused to try the matter in two weeks. Again, I urge you
22 to reconsider this decision."

1 Respondent did not conduct any meaningful
2 trial preparation in the six weeks prior to the trial
3 date. As a result, Mr. Wessel was unable to take
4 advantage of a significant defense pretrial failure to the
5 client's benefit.

6 On October 19 Stoney settled the matter with
7 opposing counsel for \$1.2 million. Stoney was negotiating
8 settlement at the request of Wessel with the agreement of
9 the client.

10 Stoney was directed by Wessel to negotiate on
11 September 21, 2023. The settlement was memorialized in
12 writing and signed on October 24, 2023.

13 On October 19, 2023, after the case settled
14 Ms. Perez wrote Respondent a letter terminating his
15 representation effective immediately.

16 She asks that he "cease all work and
17 activities pertaining to my case." Ms. Perez copied
18 Stoney and Porto on the termination letter.

19 After receiving the termination letter
20 Respondent wrote to a representative of the litigation
21 lender he used on Perez's case.

22 Respondent wrote, "Your firm has my total

1 support and I will not tolerate any effort to reduce or
2 subordinate or delay payment of your full lien amount, nor
3 mine."

4 "This client threatens and tries to reduce her
5 payments to too many people. I will not let this client
6 threaten her way to cheating those who made her legal case
7 successful."

8 On October 20, 2023, Respondent contacted the
9 Virginia State Bar Ethics Hotline. Respondent was advised
10 to file a motion to withdraw with the Court.

11 Respondent was informed that if he was
12 concerned that withdrawal would negatively impact
13 finalizing the settlement, then he should discuss that
14 with the client so the client could assess the risk.

15 Respondent neither filed a motion to withdraw,
16 nor discuss the risk of his withdrawal with Ms. Perez.

17 On October 19, 2023, and the following days
18 Mr. Wessel and Mr. Stoney discussed and disputed the
19 location where settlement funds should be deposited.

20 On November 1, 2024 -- I'm sorry -- November
21 1, 2023 -- Mr. Stoney received the settlement checks and
22 deposited them into the Blankingship and Keith trust

1 account.

2 On November 5, 2023, Respondent asked Stoney
3 to, quote, "Please make no disbursements until Ms. Perez
4 and all counsel agree in writing on the disbursement of
5 all funds," close quote.

6 On November 6, 2023, Respondent repeated his
7 request to Stoney and Porto that they not make any
8 disbursements until Perez and all counsel agree in writing
9 on the disbursement.

10 On November 9, 2023, Mr. Stoney advised
11 Respondent that Virginia Rule of Professional Conduct 1:
12 -- it should be 1 -- 1.15(b)(4) requires him to promptly
13 pay all undisputed amounts held in trust to the client.

14 On November 15, 2023, John Bonello notified
15 Stoney that Respondent had retained Bonello to resolve the
16 fee dispute regarding the Perez settlement. Bonello asked
17 Stoney not to disburse any funds until his firm had the
18 opportunity to review the facts.

19 On November 16, 2023, Stoney wrote Bonello
20 that he -- Stoney -- is obligated to release undisputed
21 funds to the client. If the Respondent has any issue with
22 the amount I am disbursing to the client I need to know

1 how much and why.

2 Bonello responded again that there should be
3 no disbursement.

4 On November 21, 2023, Bonello wrote Stoney a
5 letter in which he demanded that Stoney issue a check to
6 Respondent in the amount of \$395,720.50, which was 40
7 percent of the settlement less Stoney and Porto's
8 \$84,279.50 fee.

9 On November 22, 2023, Mr. Stoney wrote to
10 Bonello, quote, "Rule 1.15 is crystal clear. My and
11 Respondent's and your obligation is to distribute
12 undisputed funds immediately and not demand that they be
13 held captive to fee disputes."

14 On November 22, 2023, Mr. Stoney filed a
15 motion for approval of disbursement of undisputed
16 settlement funds on behalf of Ms. Perez.

17 In the motion Stoney represented that
18 Respondent was refusing to allow Stoney to disburse the
19 undisputed amount of the settlement proceeds to the
20 client, as required by Rule 1.15(b)(4).

21 On December 7, 2023, Respondent contacted the
22 Ethics Hotline again. Respondent disclosed that he had

1 never withdrawn as counsel of record, even though he was
2 terminated and in an active dispute with his former client
3 regarding disbursement of funds.

4 Respondent was advised to officially finalize
5 his withdrawal.

6 On December 8, 2023, the Court entered an
7 order approving disbursement of \$600,000 in undisputed
8 settlement funds to Ms. Perez.

9 Judge Devine, who presided over the hearing,
10 asked Mr. Bonello to identify an undisputed amount that
11 could be paid to Perez. And Bonello declined to give an
12 answer -- I'm sorry -- to give a number.

13 Subsequent to the rule -- subsequent to the
14 ruling on the disbursement of funds, Respondent presented
15 and the Court entered an agreed order allowing his
16 withdrawal.

17 (Whereupon, the members of the Panel conferred
18 off the record briefly.)

19 JUDGE PLOWMAN: All right. Those shall
20 constitute the Panel's unanimous findings of fact by clear
21 and convincing evidence. All right.

22 With respect to the very first finding of fact

1 that stated that the Respondent was admitted to the
2 Virginia State Bar in 1979, that at all relevant times
3 Respondent was a member of the Virginia State Bar and that
4 at all relevant times his law practice and law offices
5 were located in Fairfax County, Virginia. All right.

6 The Panel finds the following with respect to
7 the misconduct violation under the Rules of Professional
8 Conduct.

9 First, by unilaterally deciding he would not
10 try the case for Ms. Perez while also not filing a motion
11 to withdraw, and by failing to take meaningful action to
12 advance the case to trial thereafter, the Panel
13 unanimously by clear and convincing evidence finds the
14 Respondent violated Rule 1.3(b).

15 By failing to file a motion to withdraw after
16 the Respondent decided that it would be impossible for him
17 to try Perez's case because of an irreparable breakdown in
18 their relationship, and by failing to file a motion to
19 withdraw after the Respondent determined that he would not
20 try the case as scheduled, the Panel finds by clear and
21 convincing evidence unanimously that the Respondent
22 violated rule 1.16(a)(1).

1 (Whereupon, other matters were heard but not
2 asked to be transcribed at this time.)

3 JUDGE PLOWMAN: All right. We are back on the
4 record in Virginia State Bar versus Douglas Bell Wessel,
5 Case Number CL-2025-02951.

6 The Panel has deliberated on the appropriate
7 disposition and has considered the evidence that was
8 submitted, the argument and the proffers, and all matters
9 argued in mitigation and aggravation.

10 The Panel concludes by -- unanimously that the
11 Respondent shall receive a suspension for a period of
12 thirteen months.

13 A summary order has been prepared to that
14 effect. Copies are available for the parties.

15 The effective date of the suspension will be
16 July 15th, 2025.

17 Ms. Shoenfeld, if I could call upon you to
18 prepare a memorandum order?

19 And if you would request copies of the fact --
20 findings of fact from the court reporter, obtain a
21 transcript of that and from that transcript incorporate
22 those findings of fact into the memorandum order as well

1 as the Court's dispositional ruling that I just --

2 MR. WESSEL: May I ask a question, Your Honor?

3 JUDGE PLOWMAN: -- outlined in the summary
4 order.

5 MS. SHOENFELD: Of course. I actually -- just
6 before you came back I let Ms. Zehner know that we would
7 be doing that so --

8 JUDGE PLOWMAN: Okay.

9 Anything else from the Bar?

10 MS. SHOENFELD: Nothing else from the Bar.

11 Just in terms of the process of submitting the order,
12 sometimes there's disagreements as to what should go in
13 the memorandum order. So I wanted to make sure we are on
14 the same page as far as how that should be resolved.

15 And also I wanted to clarify that everyone
16 would agree that just your signature, Judge Plowman, on
17 the memorandum order would be sufficient, rather than
18 having to circulate to all three Judges.

19 JUDGE PLOWMAN: I think that is sufficient, at
20 least as far as the guidelines are concerned.

21 With -- with respect to the factual findings
22 that were made, if you would prefer to have that portion

1 of the transcript just affixed to the memorandum order,
2 you could do that as well.

3 MS. SHOENFELD: I could certainly to that,
4 yes.

5 JUDGE PLOWMAN: Because they were -- they are
6 very specific that we went through. Okay.

7 Mr. Wessel, did you have a question, sir?

8 MR. WESSEL: I did. Your Honor, I'm not
9 familiar with the difference between a summary order and a
10 -- you called it a memorandum opinion or something to that
11 effect.

12 JUDGE PLOWMAN: The summary order is just what
13 you have today which --

14 JUDGE ROBBINS: The Sheriff is going to give
15 you a copy, sir.

16 JUDGE PLOWMAN: Yeah, he has it.

17 MR. WESSEL: I have it.

18 JUDGE PLOWMAN: Yeah.

19 MR. WESSEL: I have it.

20 JUDGE PLOWMAN: Yeah, he has it. It's just
21 that, a summary order. And then the memorandum order will
22 incorporate the specific findings of fact.

1 The findings of fact --

2 MR. WESSEL: I see. So the --

3 JUDGE PLOWMAN: -- are not --

4 MR. WESSEL: -- the findings of fact are not
5 here?

6 JUDGE PLOWMAN: No.

7 MR. WESSEL: So --

8 JUDGE PLOWMAN: This is just the -- the short
9 form ruling I would call it, I guess.

10 MR. WESSEL: All right. So my question,
11 Judge, is what's the final order?

12 JUDGE PLOWMAN: What is the final order?

13 MR. WESSEL: What is the -- is the memorandum
14 that incorporates that has the fact -- is that the final
15 order?

16 JUDGE ROBBINS: For purposes of appeal, sir?

17 MR. WESSEL: Yes, sir.

18 JUDGE ROBBINS: I -- I believe the final order
19 will be the memorandum order --

20 JUDGE PLOWMAN: Yeah.

21 JUDGE ROBBINS: -- because it includes the
22 findings of fact made by the Panel.

1 JUDGE PLOWMAN: Right.

2 MR. WESSEL: I'm not supposed to ask advice
3 from the Court but I -- is this in the Bench Book perhaps
4 or what is the appealable order? Because I'm just --

5 JUDGE PLOWMAN: Ms. Shoenfeld, do you have any
6 insight on that?

7 MS. SHOENFELD: My rule book got taken out to
8 my car, but I believe the rules on Bar appeals are -- I
9 think it's Section 5:21 because it's direct appeal -- a
10 special direct appeal --

11 MR. WESSEL: Yes, of course.

12 MS. SHOENFELD: -- to the Supreme Court of
13 Virginia. And it has always been my understanding that
14 the Memorandum order is the final order from which the
15 appellate deadlines run.

16 MR. WESSEL: All right. I will --

17 JUDGE PLOWMAN: Okay.

18 MR. WESSEL: -- double check that and --

19 JUDGE PLOWMAN: All right.

20 MR. WESSEL: Obviously not what I wanted to
21 hear, but I wanted to thank the Court for it's
22 deliberations, four days. Thank you very much.

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JUDGE PLOWMAN: Thank you.

Anything further?

MS. SHOENFELD: Nothing else from the Bar.

JUDGE PLOWMAN: All right.

MS. SHOENFELD: Thank you.

JUDGE PLOWMAN: Court's adjourned.

* * * * *

(Whereupon, at approximately 2:36 o'clock
p.m., the hearing in the above-entitled matter was
concluded.)

CERTIFICATE OF REPORTER

I, GAIL HIRTE ZEHNER, a Verbatim Reporter, do hereby certify that I took the stenographic notes of the foregoing proceedings which I thereafter reduced to typewriting; that the foregoing is a true record of said proceedings; that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were held; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.



Gail Hirte Zehner

Verbatim Reporter

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