

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

**VIRGINIA STATE BAR EX REL
THIRD DISTRICT, SECTION III COMMITTEE
VSB Docket No.22-033-123299**

Complainant

v.

Case No. CL23005694-00

TROY BOWLIN, as an Attorney not admitted in Virginia

Respondent

**AGREED DISPOSITION MEMORANDUM ORDER
FOR PUBLIC REPRIMAND WITHOUT TERMS**

This matter came to be heard on February 14, 2024, 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 Claude V. Worrell, II, Judge of the Sixteenth Judicial Circuit, Designated Chief Judge, the Honorable Mary Jane Hall, Judge of the Fourth Judicial Circuit, and the Honorable Sarah L. Deneke, Judge of the Fifteenth Judicial Circuit. Troy Bowlin was present and was represented by counsel, Mary T. Morgan. The Virginia State Bar appeared through its Assistant Bar Counsel, Shelley L. Spalding. 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 Beverly Horne, Chandler & 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 Charge of Misconduct, Respondent's Answer, Respondent's Virginia Disciplinary Record, the Conditional Guilty Plea and Final Order of Enforcement of the Supreme Court of Tennessee, the arguments of the parties, and after due deliberation,

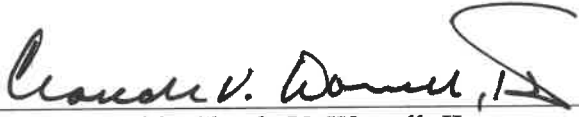
It is **ORDERED** that the Circuit Court accepts the Agreed Disposition, and the Respondent shall receive a Public Reprimand without Terms. The Agreed Disposition is attached to and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective upon the entry of this order.

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

It is further **ORDERED** that a certified copy of this order be mailed, to the Respondent, Troy Bowlin c/o Muriel-Theresa Pitney, Clerk, Supreme Court of Virginia, 100 N. 9th St., Richmond, VA 23219; Shelley L. Spalding, Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219-0026; Mary T. Morgan, Respondent's Counsel, Infinity Law Group, PLC, 4646 Princess Anne Rd., Suite 104, Virginia Beach, VA 23462, and to Joanne Fronfelter, the Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219-0026.

ENTERED THIS 15th DAY OF FEBURARY, 2024


The Honorable Claude V. Worrell, II
Chief Judge

VIRGINIA:
IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

VIRGINIA STATE BAR EX REL
THIRD DISTRICT, SECTION III COMMITTEE,

Petitioner,

v.

Case No.: CL23-005694
VS B Docket No.: 22-033-123299

TROY BOWLIN,

Respondent.

AGREED DISPOSITION
PUBLIC REPRIMAND WITHOUT TERMS

Pursuant to the Rules of Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar (“VSB”), by Shelley L. Spalding, Assistant Bar Counsel, and Troy Lee Bowlin, Respondent, and Mary Teresa Morgan, counsel for Respondent, hereby enter into the following agreed disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Troy Lee Bowlin (“Respondent”) is not and has never been licensed to practice law in the Commonwealth of Virginia. Respondent has been licensed to practice law in the State of Tennessee since 2006.
2. On February 12, 2019, Nycole Lynn Love (“Complainant”) contacted Respondent via online website chat www.lawofficeoftroybowlin.com¹ to represent her regarding a sexual assault she allegedly suffered at the Middle River Regional Jail in Augusta County, Virginia on or about October 17, 2018. Complainant executed an Authority to Represent Agreement, which was limited in its scope for investigative purposes via

¹ Complainant performed a google search for “sexual assault lawyers” and clicked on the website of Respondent at www.lawofficeoftroybowlin.com.

“adobe sign” an electronic and digital document signature platform. Included within the written representation agreement was the following proposed fee structure:

FEE STRUCTURE: Attorney agrees to represent Client for a total fee of forty (40%) of any settlement amount or jury verdict. This fee is exclusive of any amount received and is not reduced by any outstanding monetary obligation of the client. This fee will be deducted immediately upon receipt of any settlement amount. The client agrees to have The Bowlin Law Firm P.C. endorse any negotiable instrument tendered to the client or attorney on behalf of the client. stated that, in exchange for a fee of 40 percent of any “settlement amount or jury verdict,” Respondent committed to “undertak[e] representation for investigation purposes only, and has not yet determined if [his] Firm will file suit regarding the incident.” The representation agreement also specified that if Respondent concluded that he was not in a position to pursue Complainant’s claims, she would be notified within a reasonable amount of time.

3. The representation agreement also contained the following scope of representation paragraph, which stated as follows:

Client understands that this Authority to Represent is limited in scope to the description identified in Paragraph (2). **The Bowlin Law Firm P.C. is undertaking representation for investigation purposes only, and has not yet determined if our Firm will file suit regarding this incident.** Furthermore, should our investigation conclude that our Firm is not in a position to undertake representing regarding pursuit of your claims you will be notified within a reasonable amount of time. The attorney will not undertake any future representation or any unrelated representation whatsoever without an amended Authority to Represent or in the alternative an additional Authority to Represent. Attorney agrees to promptly notify Client if an amended Authority to Represent is warranted and to prepare an amended or additional Authority to Represent in a reasonable amount of time for execution by the parties. (Emphasis added).

4. The representation agreement stated:

COMMUNICATION: Client is aware that The Bowlin Law Firm P.C. employs a secure cloud hosting service and communicates primarily through an application named My Case. My Case is a bank encrypted file cabinet where the client establishes login credentials to retrieve documents contained in the Clients file. Client will receive email notifications (immediately) when documents have been uploaded for review. These documents are available to the client 24/7. Client agrees to be kept informed of the status of their case by these means. Client understands that communications between Client and Attorney are more productive when each person understands fully what the communication is regarding. Therefore, Client agrees and understands that Attorney, absent exigent

circumstances, will require that Client schedule a teleconference with Attorney and further agrees and understands that Client shall provide to a Legal Team Member of the Firm a detailed agenda for the teleconference. Client further acknowledges that should Client fail to prepare an agenda and communicate this agenda to the Firm, Attorney will not be able to keep the scheduled teleconference. It is fundamentally important to the Client and the Attorney that all communications are productive, and meaningful to the Client and Attorney.

5. The representation agreement did not disclose that Respondent was not licensed in Virginia, or how local counsel might be associated or paid. Indeed, the representation agreement did not contemplate local counsel at all. Respondent would testify that this was because the representation of Complainant was being undertaken for investigative purposes only, and an amended Authority to Represent or in the alternative an additional Authority to Represent would be needed for further representation (see ¶3, above), at which time, local counsel and fees would be discussed and disclosed. The representation agreement provided the following in terms of a discussion of expenses:

EXPENSES: During the course of this litigation there may be occasions when litigation-related expenses and the like need to be paid. Unless those fees are extraordinary, Attorney will advance those fees on Client's behalf and bill them to Client. If Attorney anticipates extraordinary expenses being incurred, she will discuss those with Client in advance and he will ask Client to pay those fees directly.

6. Complainant would testify that she was not advised that Respondent was not licensed in Virginia until October 2020.
7. Respondent would testify that Complainant acknowledged that she visited the Respondent's website and his website and its chat hosting services clearly indicate Respondent is a Tennessee Attorney only. The instructions to the webhost chat thread

that conducted the intake of Complainant, later provided by the Respondent also indicate as much.

8. Respondent, in his Response, furnished an email which stated that his colleague, Brett Cole, an attorney licensed in the State of Tennessee, and who was assigned to investigate the claims of Mr. Love, tried to reach Complainant² by phone and email in August 2019, but she did not respond so they closed her file. Furthermore, Respondent provided a case management entry from September 2019 where Mr. Cole had created and completed a task regarding his efforts in an attempt to contact Complainant and was unsuccessful. Complainant acknowledged that her telephone number had changed, had not supplied the Firm with her home address, but her email did not change, and Complainant denied receiving such an email. The Bar requested a copy email sent by Mr. Cole to Complainant. Respondent explained that Mr. Cole was no longer with The Bowlin Law Firm P.C. and that during this time period there had been a firm merger with another firm which established a different email hosting domain. Post Covid the merger was terminated and access to the email domain had expired and Mr. Cole was unable to obtain a copy of this email. Thus, Respondent was unable to provide a copy of an email from Mr. Cole to the Complainant during the bar's investigation. Respondent did not notify Complainant that he closed her file, or that he was unable to pursue her case prior to October 2020. Respondent would testify that Complainant did not contact him prior to October 2020, and up until that point in time, had never spoken with her.

² The request to make contact with Complainant was made directly by Respondent to Mr. Cole and others to ensure that client contact was made prior to moving forward.

9. In May of 2020 Lacey Logsdon McMullan an attorney licensed in Washington D.C. and Tennessee began as Case Manager of the Civil Rights Division.
10. Unbeknownst to Respondent at the time, in June 2020, a paralegal at Respondent's firm, Emalee McDonald, at the direction of Ms. McMullan, reached out to the Complainant to ensure a medical release was obtained, not realizing that the file had been closed.
11. On June 23, 2020, Complainant returned the signed medical release to Emalee McDonald, but not to Respondent directly. Complainant also provided additional documentation regarding her case to Emalee McDonald via email on June 29, 2020.
12. Complainant and other counsel³ called Respondent's office in October 2020 and Respondent returned both calls. Complainant would testify that Respondent apologized for forgetting her case, but told her not to worry as he would take care of it. Respondent would testify that he advised Complainant and the other attorney that her file had been closed due to loss of contact with the Complainant. Complainant would testify that by this time she had begun worrying that her case would not be filed before the statute of limitations ran. Respondent acknowledged speaking to Complainant on the phone in October 2020, but denies that he told her he had forgotten her case. Complainant would testify that it was during these phone calls on or about October 12, 2020 that she first learned that Respondent was not licensed in Virginia and could not file the lawsuit himself. Complainant also stated that Respondent told her he was unable to find a Virginia attorney with whom he could associate, allowing him to file her case. Respondent would testify that he stated that

³ Complainant had contacted Emmett Alexander, an attorney licensed in Virginia. Mr. Alexander contacted the Respondent to discuss the case and to determine if he or someone "he knew" could help Ms. Love.

he could ask Lacey McMullen to point her in the right direction and assist so she could file her complaint pro-se in order to save her statute. These calls were recorded, and document that Respondent clearly advised Complainant that he was not licensed in Virginia.

13. Respondent explained that he spoke with Lacey Logsdon McMullan⁴ at his firm and asked if she would help Complainant in filling out a form pro-se in federal court, so that Complainant would not lose her claim because of the statute of limitations. Respondent further asked that Ms. McMullen use the fact narrative provided by the Complainant. The draft Complaint indicated on its face where it should be filed, the United States District Court for the Western District of Virginia, and why a federal court had subject matter jurisdiction over the case. Respondent demonstrated that the form pro-se complaint was taken from the Western District of Virginia's website at <https://www.uscourts.gov/forms/pro-se-forms/complaint-violation-civil-rights-non-prisoner>.
14. Respondent was provided a form complaint, along with summonses, from Lacey McMullen which he forwarded without alteration to Complainant. In which the message thread read as follows:

⁴ Ms. Logsdon-McMullan is licensed in Washington D.C. and Tennessee, but not Virginia.

From: Troy Bowlin <troy@tblf-pc.com>
Sent: Tuesday, October 13, 2020 9:13 PM
To: Nichole2729@gmail.com
Subject: FW: LOVE - Civil Rights Complaint against Middle River Regional Jail

Nicole-

Attached you will find the form and summons taken from your fact narratives. As we mentioned, we are not licensed in VA and are unable to provide any legal representation at this time. You will need to file your complaint. The facts you provided were placed on this form at your request. We have not made any legal representations or interpretations and have not charged you any fee for this gratuitous act.

Attached you will find a Federal Civil Rights Form Complaint to be filed with the Harrisonburg Division of the U.S. District Court for the Western District of Virginia - 116 N. Main Street, Room 314, Harrisonburg, VA 22802. Phone number 540-434-3181. To file a pro se Complaint, you will need to sign the Complaint, and hand-file the original with the courthouse along with the attached civil cover sheets and summonses to each Defendant, along with a \$400 check or money order made payable to Clerk, United States District Court. Cash and credit cards are also accepted. Although the attached could be mailed, it must be received by the courthouse no later than Monday, October 19, 2020.

Attached:

- Pro Se Civil Rights Complaint Form
- Civil Cover Sheet
- Summonses

From: Lacey Logsdon McMullan <lacey@tblf-pc.com>
Date: Tuesday, October 13, 2020 at 12:51 PM
To: Troy Bowlin <troy@tblf-pc.com>
Subject: LOVE - Civil Rights Complaint against Middle River Regional Jail

Attached you will find a Federal Civil Rights Form Complaint to be filed with the Harrisonburg Division of the U.S. District Court for the Western District of Virginia - 116 N. Main Street, Room 314, Harrisonburg, VA 22802. Phone number 540-434-3181. To file a pro se Complaint, you will need to sign the Complaint, and hand-file the original with the courthouse along with the attached civil cover sheets and summonses to each Defendant, along with a \$400 check or money order made payable to Clerk, United States District Court. Cash and credit cards are also accepted. Although the attached could be mailed, it must be received by the courthouse no later than Monday, October 19, 2020.

Attached:

- Pro Se Civil Rights Complaint Form
- Civil Cover Sheet
- Summonses

15. On October 15, 2020, Complainant filed the Complaint provided by Respondent *pro se*. The Defendants filed a motion to dismiss and the Court scheduled a hearing on that motion for June 24, 2021. On June 23, 2021, Complainant emailed⁵ the Court explaining that Respondent was a Kentucky attorney and he drafted the complaint. On June 29, 2021, the Court issued an order to show cause, requiring Respondent to appear in the United States District Court for the Western District of Virginia and show cause as to whether he is representing Complainant. Respondent was not

⁵ The United States District Court for the Western District of Virginia Harrisonburg Division treated this email as a Motion to Continue. See 5:20-CV-0007-EKD-JCH.

served nor had any notice and therefore, did not respond to the Show Cause Order, which was later dismissed for lack of jurisdiction over Respondent. On October 27, 2021, the Court granted an extension of time for Complainant to retain new counsel and respond to the motion to dismiss. On December 8, 2021, new counsel entered an appearance on behalf of Complainant, and amended the complaint.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Virginia⁶ Rules of Professional Conduct:

RULE 1.3 Diligence

- (a) A lawyer shall act with reasonable diligence and promptness in representing a client.
- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.
- (c) A lawyer shall not intentionally prejudice or damage a client during the course of the professional relationship, except as required or permitted under Rule 1.6 and Rule 3.3.

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.

RULE 1.5 Fees

- (a) A lawyer's fee shall be reasonable.⁷ 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;

⁶ Pursuant to Rule 8.5(b)(3), the Virginia Rules of Professional Conduct govern Respondent's conduct in this matter as it occurred "in the course of providing, holding out as providing, or offering to provide legal services in Virginia."

⁷ Respondent's "40 percent of settlement amount or jury verdict" fee was unreasonable inasmuch as Respondent would not be able to try the case to verdict without associating local counsel, but the fee agreement did not mention local counsel, or how local counsel would be compensated.

(7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and

(8) whether the fee is fixed or contingent.

(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.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall state in writing the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

* * * * *

(e) A division of a fee between lawyers who are not in the same firm may be made only if:

(1) the client is advised of and consents to the participation of all the lawyers involved;

(2) the terms of the division of the fee are disclosed to the client and the client consents thereto;

(3) the total fee is reasonable; and

(4) the division of fees and the client's consent is obtained in advance of the rendering of legal services, preferably in writing.

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;

* * * * *

(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 5.5 Unauthorized Practice Of Law; Multijurisdictional Practice of Law⁸

(c) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and Respondent tender to the 3-Judge Panel for its approval the agreed disposition of a Public Reprimand without Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the 3-Judge Panel.

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

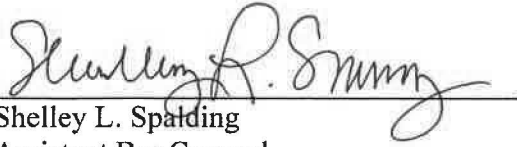
Pursuant to Part 6, §IV, ¶ 13-6.H of the Rules of the Supreme Court of Virginia, the Virginia State Bar, Respondent, and counsel for Respondent agree that with this Agreed Disposition, Respondent does not have any right to appeal this determination.

The Virginia State Bar, Respondent, and counsel for Respondent agree that, should the Three-Judge Panel reject this Agreed Disposition, the Three-Judge Panel retains jurisdiction to hear this matter on February 16, 2024, or anytime thereafter.

Pursuant to Part 6, § IV, ¶ 13-30.B of the Rules of Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the subcommittee considering this agreed disposition.

⁸ Respondent was not permitted as a Foreign Lawyer to provide legal services on a temporary and occasional basis in Virginia pursuant to Rule 5.5(d)(4), because Respondent did not provide Complainant written notice that he was not licensed in Virginia, and because he was not associated with a lawyer admitted to practice in Virginia in this matter.

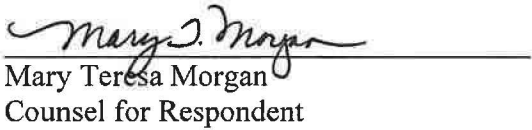
THE VIRGINIA STATE BAR



Shelley L. Spalding
Assistant Bar Counsel



Troy Lee Bowlin
Respondent



Mary Teresa Morgan
Counsel for Respondent