

VIRGINIA:

**BEFORE THE FIRST DISTRICT COMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
JESSICA RALSTEN CASEY**

VS Docket No. 24-010-129976

**DISTRICT COMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)**

On March 28, 2024, a meeting was held in this matter before a duly convened First District Committee consisting of Regis N. Rice, Chair Presiding; Ann B. Brogan, Gordon C. Ufkes, and Constance J. Vandervelde, Members; and Lewis J. Georges, Lay Member. During the meeting, the First District Committee voted to approve an agreed disposition for a Public Reprimand with Terms pursuant to Part 6, § IV, ¶ 13-7.A.9 of the Rules of Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Renu M. Brennan, Bar Counsel; Jessica R. Casey, Respondent; and Eve G. Campbell, counsel for Respondent.

WHEREFORE, the First District Committee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. Respondent was licensed to practice law in the Commonwealth of Virginia in 2009 and has been licensed and in good standing at all times relevant.
2. By representation agreement entered into on September 8, 2022, Respondent agreed to negotiate and prepare a property settlement agreement (PSA) for client AS for a \$1,000 flat fee. The parties did not have children or significant assets.
3. On September 8, 2022, AS paid Respondent \$1,000.00 as an advanced legal fee. Respondent asserts, and provided a bulk deposit dated September 14 to substantiate, that she deposited this fee into her trust account on September 14. Respondent

provided AS with an invoice for the payment. This is the only invoice or accounting which Respondent provided to AS throughout the representation.

4. Throughout the representation, there were gaps in communication, which necessitated AS continually following up with Respondent to ensure that matters were progressing.
5. On September 15, 2022, opposing counsel provided Respondent with a draft PSA. AS spent the next three weeks communicating with Respondent's paralegal in an effort to get Respondent to review the PSA and respond to opposing counsel.
6. Respondent first communicated with AS via email on October 10, 2022. On October 11, Respondent responded to opposing counsel, who in turn responded to Respondent on October 24. By email dated October 24, 2022, Respondent's paralegal provided AS with a settlement letter from opposing counsel and asked AS how she wanted to proceed.
7. By email dated October 25, 2022, AS asked for Respondent's opinion.
8. On October 31, 2022, just one month into the representation and before the fee was earned, Respondent transferred the entire advanced legal fee to a business checking account.
9. By email dated November 4, Respondent responded to AS's email of October 25. One week later, on November 11, Respondent provided a draft response to AS. AS commented on the draft response, and Respondent amended the draft response. By email dated November 14, Respondent inadvertently provided AS with the incorrect version of the amended response. By email one week later, on November 21, Respondent provided AS the corrected version of the draft response. AS approved the amended response that day. Respondent's office sent the letter to opposing counsel on November 22.
10. On December 20, 2022, opposing counsel responded to Respondent, and Respondent's paralegal forwarded the response to AS. On January 3, 2023, Respondent agreed to prepare a response. AS had to follow up with Respondent on January 11, 16, 20, and 23. From January 24 to January 30, Respondent exchanged drafts of a response with AS. By email dated February 7, AS asked whether Respondent had sent the letter to opposing counsel. By letter dated February 9, and received by opposing counsel on February 21, Respondent responded to opposing counsel's letter of December 20.
11. On February 27, 2023, within six days of receipt, opposing counsel responded to Respondent's February 9 letter. The next day, Respondent's paralegal provided the response to AS.

12. By emails dated February 28 and March 3, 9, and 14, 2023, AS followed up with Respondent's paralegal. In AS's email of March 3, she asked the paralegal to acknowledge receipt of both the March 3 email and a previous email, which the paralegal did and responded that she had let Respondent know. In her February 28 and March 9 emails AS asked whether Respondent had an opinion on how to proceed and she inquired as to the timeline. While the paralegal acknowledged receipt of the March 9 email as well as a follow-up March 14, Respondent did not respond to AS.
13. From March to July 2023, Respondent did not communicate with AS. There were no communications from either AS to Respondent or Respondent to AS.
14. By email dated July 17, 2023, AS asked Respondent to inform opposing counsel that she accepted their offer.
15. AS then followed up repeatedly, by emails July 19, 21, 26 and August 1 and 2 to ensure that Respondent would convey to opposing counsel that she accepted the offer. On July 26, Respondent or her paralegal advised AS that Respondent would not review the letter until the following week. By email dated August 8, Respondent's paralegal provided a draft of a letter dated August 1, which Respondent's office mailed to opposing counsel on August 7.
16. By email dated August 15, 2023, to Respondent's paralegal, AS stated as follows:

I have been informed that a modified agreement has been drafted and sent back to your office. Please inform me THE DAY it arrives so this process can be completed as soon as possible. I will be extremely upset if I have to once more call your office just to find out you've been sitting on correspondence for a week again.

For the third time in a month, I am yet again requesting your office acknowledge receipt of this and ALL future email correspondence. I genuinely am at a loss to understand why this basic request that is standard practice at virtually every other business is being repeatedly ignored by your office.
17. By email also dated August 15, 2023, Respondent responded as follows:

Kim forwarded me your email. I have already told you that you have long exceeded the amount paid for the negotiations but since I did a flat fee, I would complete it for you. We are not obligated to send you an email saying we received your emails each time they are sent. If there isn't anything to respond to, we will not be wasting our time responding. You are not our only client. You will be told when the agreement is received.
18. On August 24, 2023, Respondent's paralegal advised AS that she received the PSA.
19. On August 28, 2023, AS signed the PSA at Respondent's office.
20. AS then followed up to ensure that Respondent provided the PSA to opposing counsel.
21. By email dated September 7, 2023, AS advised Respondent's paralegal that opposing counsel still did not have the agreement or any communication from Respondent regarding the agreement. She asked for confirmation that it was sent and a tracking number.

22. By email dated September 8, 2023, Respondent's paralegal advised AS that she had sent the PSA to opposing counsel on September 7.
23. By email dated September 18, 2023, AS advised Respondent's paralegal that opposing counsel had not yet received the PSA, nor had she received any explanation for the delay. AS stated that she delivered a newly notarized copy of the PSA to opposing counsel, terminated Respondent, and filed a bar complaint.
24. By letter dated October 16, 2023 in response to the bar complaint, Respondent told the bar that her paralegal did not send the PSA to opposing counsel on September 7, and that her paralegal "is facing disciplinary actions from me and this will be done in a way that will not impact any other clients."
25. By subpoena duces tecum ("SDT") issued to Respondent on November 3, 2023, the bar requested all trust account records related to Respondent's representation of AS. The response was due November 27.
26. Respondent did not respond to the SDT by the November 27 deadline.
27. On November 29, after an additional request from the bar for Respondent's trust account records, if any, Respondent provided a one-page document reflecting a \$1,000.00 payment made September 8, 2022 from AS.
28. By email dated January 9, the bar again asked Respondent whether Respondent's response was a full and complete response to the SDT and pointed out the category requesting all trust account records. The SDT was attached to the January 9 request.
29. By email dated January 10, Respondent provided two additional documents: a bank account statement for a business checking account for Casey Legal, P.C., which reflects a deposit of \$5,500.25 on October 31, 2022 and a Microsoft Word document with the date of October 31, 2022 listing several client names, including AS with the amount of \$1,000, and a total amount of \$5,500.25. Respondent did not provide any client ledger or other documentation to support that AS 's fee was deposited into a trust account. Respondent did not then supplement her production, nor did she supplement the production when she met with the bar investigator on January 16, 2024.
30. As of the January 16, 2024 interview with the bar investigator, Respondent had not taken any disciplinary action against her paralegal as she had indicated she would in her written response to the bar complaint.
31. On February 8, Respondent provided the bar with a bank account statement from her trust account reflecting bulk deposits on September 12 and 14 and surmised that AS's fee was deposited in a trust account on September 14, 2022.

32. By email dated February 14, the bar requested that Respondent provide a client ledger for AS by February 15.
33. As of the date of this charge, February 29, 2024, Respondent has not produced any additional information to the bar.
34. Respondent has no prior disciplinary history.

II. NATURE OF MISCONDUCT

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

By not devoting time and attention to AS's matter and by failing to promptly and diligently represent AS such that AS had to constantly follow up and request information to ensure that drafts were received, reviewed, and then sent to opposing counsel; and by failing to communicate with AS, including but not limited to failing to respond to AS's request for guidance for three months, Respondent violated Rule 1.3(a) and 1.4(a).

RULE 1.3 Diligence

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

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.

By transferring the advanced legal fee into her business checking account and treating the flat fee as earned before the representation was complete, Respondent violated Rule 1.15(b)(5).

RULE 1.15 Safekeeping Property

- (b) Specific Duties. A lawyer shall:

(5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

By failing to produce a client ledger for AS despite subpoena and demand by the bar for the same, Respondent demonstrated she did not have a client ledger and violated Rule 1.15(c)(2).

RULE 1.15 Safekeeping Property

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

(2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, having approved the agreed disposition, it is the decision of the District Committee to impose Public Reprimand with Terms. The terms are:

1. MCLE

On or before September 1, 2024, Respondent will complete six hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of trust accounting. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward her Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify her 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).

2. ASSIGNED READING AND CERTIFICATION

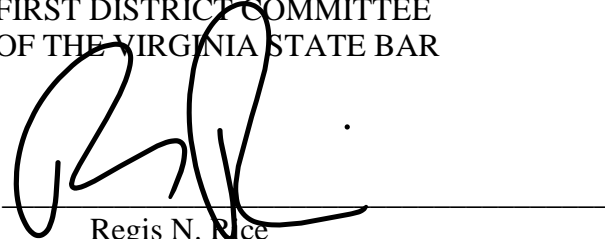
Respondent will read in its entirety *Lawyers and Other People's Money, 5th Edition*, and Legal Ethics Opinion 1606 and will certify compliance in writing to Bar Counsel not later than May 1, 2024.

If any of the terms are not met by the time specified, pursuant to Part 6, § IV, ¶ 13-16.BB. and CC. of the Rules of Supreme Court of Virginia, 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 Part 6, § IV, ¶ 13-9.E. of the Rules of Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

Entered this 3rd day of April, 2024.

FIRST DISTRICT COMMITTEE
OF THE VIRGINIA STATE BAR

A handwritten signature in black ink, appearing to read 'Regis N. Rice', is written over a horizontal line. The signature is stylized and cursive.

Regis N. Rice
Acting Chair