



RECEIVED
Nov 4, 2024
VIRGINIA STATE BAR
CLERK'S OFFICE

Virginia State Bar

THIRD DISTRICT, SECTION I COMMITTEE

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

November 4, 2024

PERSONAL AND CONFIDENTIAL

VIA CERTIFIED MAIL, FIRST CLASS MAIL
& EMAIL: jesse.jurgens@gmail.com

Jesse Lou Jurgens
11025 Guilford Rd
North Chesterfield, Virginia 23235-3531

Certified Article Number

9414 7266 9904 2229 0095 48

SENDER'S RECORD

Re: In the Matter of Jesse Lou Jurgens
VSB Docket No. 24-031-131204

Dear Ms. Jurgens:

Enclosed is a Subcommittee Determination (Public Reprimand without Terms) hereby served on you by the Third District, Section I Subcommittee of the Virginia State Bar.

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

Sincerely,

Alexandra M. Griffin
Subcommittee Chair

Enclosure

cc: Craig Stover Cooley, Respondent's Counsel
Joanne Fronfelter, Clerk of the Disciplinary System
Renu M. Brennan, Bar Counsel
Amanda Miller, Investigator

VIRGINIA:

**BEFORE THE THIRD DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
JESSE LOU JURGENS**

VSB Docket No. 24-031-131204

**SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)**

On October 28, 2024, a meeting in this matter was held before a duly convened Third District, Section I Subcommittee consisting of Alexandra M. Griffin, Esq, Chair; Lee Ann Anderson, Esq., Member; and Garrison M. Hickman, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand without Terms pursuant to Part 6, § IV, ¶ 13-15.B.4. of the Rules of the Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Renu M. Brennan, Bar Counsel, Jesse Lou Jurgens (“Respondent”), and Craig Stover Cooley, counsel for Respondent.

WHEREFORE, the Third District, Section I Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand without Terms:

I. FINDINGS OF FACT

1. Respondent was admitted to the Virginia State Bar (“VSB”) in 2019. At all relevant times, Respondent was a member of the VSB.
2. In 2020, Respondent was employed as an Assistant Public Defender I with the City of Richmond Public Defender’s Office.
3. From September 2021 to January 31, 2024, Respondent was employed as an Assistant Public Defender II (September 2021 to September 2022) and Senior Assistant Public

Defender (September 2022 to January 31, 2024) with the Chesterfield County Public Defender's Office ("CPD").

4. Respondent was trained in the Indigent Defense Commission's Standards, such as IDC Standard 1.3B, that defenders must be alert to all potential and actual conflicts of interest that would impair their ability to represent a client, and that where appropriate, counsel may be obliged to seek an advisory opinion on any potential conflicts.
5. While employed as a Senior Assistant Public Defender with the CPD, Respondent represented DW from August 2022 to January 2024. During her representation of DW, Respondent was in romantic relationship with DW. On January 31, 2024, the CPD terminated Respondent's employment when the Chesterfield County Commonwealth Attorney's Office learned of the relationship and notified CPD of Jurgens' romantic relationship with DW. As a result, DW's case was continued in Chesterfield County Circuit Court ("Circuit Court") from March 2024 to July 2024.
6. Respondent represented DW on two grand larceny charges and one misdemeanor identity theft charge in Chesterfield County General District Court. An agreement was reached to certify one count of grand larceny/auto to Circuit Court.
7. On August 16, 2022, the Circuit Court appointed Respondent as counsel to represent DW on the grand larceny/auto charge. DW was incarcerated throughout most of Respondent's representation of him. DW also had addiction and substance abuse issues.
8. By the summer of 2023, Respondent had developed feelings for DW.
9. Respondent believed, throughout the representation, that DW's charges would be resolved very quickly after his release from jail in December 2023.

10. In August 2023, Respondent negotiated a plea agreement on DW's behalf. The plea agreement required DW to pay over \$10,000 in restitution; however DW wanted to attempt to recover the trailer after his release in December 2023 to reduce the amount of restitution he would pay. He and Respondent thus sought to continue the proceedings until after December 2023. Additionally, DW had violated probation, and the judge who heard the plea agreement would sentence DW on the violation. Respondent believed that the judge scheduled to hear the plea agreement is harsh on probation violations.
11. In an August 16, 2023 email to Respondent, the Assistant Commonwealth's Attorney ("ACA") handling the case stated that if DW rejected the plea agreement (12 months with four months to run concurrent with DW's prior probation violation and restitution), the ACA would *nolle prosequere* the grand larceny/auto charge and indict DW on all charges that were previously *nolle prossed*.
12. On August 18, 2023, Respondent and DW signed the plea agreement requiring DW to pay the restitution. The agreement provided for a 12-month active sentence in the Department of Corrections, with four months running concurrently.
13. On August 25, 2023, Respondent states she presented the plea agreement to the Circuit Court in such a way that the Circuit Court would reject it.
14. By order entered August 25, 2023, the Circuit Court rejected the plea agreement and continued the matter to September 18, 2023. The matter was subsequently continued from September to November. In a call between Respondent and DW in October 2023, Respondent states she is worried about the November 2023 court date being prior to his December 2023 release date. They discuss a way to have the pending matter continued past DW's release date to ensure his release from jail, such as Respondent double-

booking herself to force a continuance. DW tells Respondent he does not want her to lie on his behalf, to which Respondent states she would not lie, she would schedule something else on that date to “make it true.” The matter was continued to January 19, 2024.

15. In one of many calls between Respondent and DW on Christmas Eve 2023, DW asked Respondent when she realized that she “wanted to know him more.” Respondent responded that “she never fixed a plea agreement like she did for him.” She also stated that earlier in her representation of DW (July 2023), she had consulted with her supervisor at the CPD, a co-deputy, about another potential conflict of interest which might cause her to withdraw as counsel for DW. Her supervisor told her to “get the ball rolling on withdrawing.” Respondent told her supervisor that she did not want to get out if she did not have to. Respondent then refused to identify DW to her supervisor after her supervisor requested the name of the client. The supervisor instructed Respondent to transfer the case to another attorney. Respondent replied that she did not want to transfer the case, started crying, and walked away. Respondent admitted that was her “first clue that she was in too deep with [DW].”
16. Respondent had 138 calls with DW between the dates of December 1 and 26, 2023. She concedes that most of those calls had nothing to do with the legal representation.
17. During Respondent’s representation of DW, she sent money to associates of DW so that other inmates could purchase items for DW. She also sent money directly to DW while he was incarcerated. The Riverside Regional Jail no longer allows Respondent to visit clients.

18. Upon DW's release from Riverside Regional Jail on December 26, 2023, DW moved in with Respondent.
19. Respondent purchased a car that she primarily allowed DW to use.
20. On January 18, 2024, Respondent represented DW in a request for a continuance of the trial to March 5, 2024.
21. In January 2024, DW told a Chesterfield County Police Officer that DW and Jurgens were in a personal relationship.
22. On January 30, 2024, Chesterfield County Police arrested two individuals who were in the car titled to Respondent. They found drug paraphernalia, a gun, and love letters from DW to Respondent.
23. The police informed the Chesterfield Commonwealth Attorney's Office, which in turn notified the CPD which fired Respondent on January 31, 2024.
24. In February 2024, as a result of Respondent's conflict of interest, the CPD had to withdraw as DW's counsel, resulting in multiple continuances of DW's case until July 2024 when the case was ultimately *nolle prossed*.

II. NATURE OF MISCONDUCT

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

RULE 1.7 Conflict of Interest: General Rule

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(2) there is significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

By entering into a romantic relationship with DW while she was his court appointed counsel on a grand larceny/auto charge, such that her independent judgment was affected, as reflected by actions that she took, and which ultimately necessitated both her withdrawal and the withdrawal of the Chesterfield Public Defender's Office and resulted in a continuance of four months, Respondent violated Rule 1.7(a)(2).

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;

By failing to allow the CPD to substitute other counsel, at least as of July 2023, when Respondent knew that she had feelings for DW that were affecting her representation, Respondent violated Rule 1.16(a)(1).

III. PUBLIC REPRIMAND WITHOUT TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand without Terms, and Jesse Lou Jurgens is so reprimanded. Pursuant to Part 6, § IV, ¶ 13-9.E of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

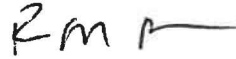
THIRD DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Alexandra M. Griffin
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on November 4, 2024, a true and complete copy of the foregoing Subcommittee Determination was sent to Jesse Lou Jurgens, Respondent, by certified mail and first class mail at 11025 Guilford Rd, North Chesterfield, Virginia 23235-3531, Respondent's last address of record with the Virginia State Bar, and by email to jesse.jurgens@gmail.com; and to Craig Stover Cooley, counsel for Respondent, by first-class mail at 3000 Idlewood Ave, Richmond, Virginia 23221-3531, and by email to cooleycs@msn.com.



Renu M. Brennan
Bar Counsel

VIRGINIA:

**BEFORE THE THIRD DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
JESSE LOU JURGENS**

VSB Docket No. 24-031-131204

**AGREED DISPOSITION
PUBLIC REPRIMAND WITHOUT TERMS**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar, by Renu M. Brennan, Bar Counsel, and Jesse Lou Jurgens, Respondent, and Craig Stover Cooley, Respondent's counsel, enter into the following agreed disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Respondent was admitted to the Virginia State Bar ("VSB") in 2019. At all relevant times, Respondent was a member of the VSB.
2. In 2020, Respondent was employed as an Assistant Public Defender I with the City of Richmond Public Defender's Office.
3. From September 2021 to January 31, 2024, Respondent was employed as an Assistant Public Defender II (September 2021 to September 2022) and Senior Assistant Public Defender (September 2022 to January 31, 2024) with the Chesterfield County Public Defender's Office ("CPD").
4. Respondent was trained in the Indigent Defense Commission's Standards, such as IDC Standard 1.3B, that defenders must be alert to all potential and actual conflicts of interest that would impair their ability to represent a client; and that where appropriate, counsel may be obliged to seek an advisory opinion on any potential conflicts.

5. While employed as a Senior Assistant Public Defender with the CPD, Respondent represented DW from August 2022 to January 2024. During her representation of DW, Respondent was in romantic relationship with DW. On January 31, 2024, the CPD terminated Respondent's employment when the Chesterfield County Commonwealth Attorney's Office learned of the relationship and notified CPD of Jurgens' romantic relationship with DW. As a result, DW's case was continued in Chesterfield County Circuit Court ("Circuit Court") from March 2024 to July 2024.
6. Respondent represented DW on two grand larceny charges and one misdemeanor identity theft charge in Chesterfield County General District Court. An agreement was reached to certify one count of grand larceny/auto to Circuit Court.
7. On August 16, 2022, the Circuit Court appointed Respondent as counsel to represent DW on the grand larceny/auto charge. DW was incarcerated throughout most of Respondent's representation of him. DW also had addiction and substance abuse issues.
8. By the summer of 2023, Respondent had developed feelings for DW.
9. Respondent believed, throughout the representation, that DW's charges would be resolved very quickly after his release from jail in December 2023.
10. In August 2023, Respondent negotiated a plea agreement on DW's behalf. The plea agreement required DW to pay over \$10,000 in restitution; however DW wanted to attempt to recover the trailer after his release in December 2023 to reduce the amount of restitution he would pay. He and Respondent thus sought to continue the proceedings until after December 2023. Additionally, DW had violated probation, and the judge who heard the plea agreement would sentence DW on the violation. Respondent believed that the judge scheduled to hear the plea agreement is harsh on probation violations.

11. In an August 16, 2023 email to Respondent, the Assistant Commonwealth's Attorney ("ACA") handling the case stated that if DW rejected the plea agreement (12 months with four months to run concurrent with DW's prior probation violation and restitution), the ACA would *nolle prosequere* the grand larceny/auto charge and indict DW on all charges that were previously *nolle prosequere*.
12. On August 18, 2023, Respondent and DW signed the plea agreement requiring DW to pay the restitution. The agreement provided for a 12-month active sentence in the Department of Corrections, with four months running concurrently.
13. On August 25, 2023, Respondent states she presented the plea agreement to the Circuit Court in such a way that the Circuit Court would reject it.
14. By order entered August 25, 2023, the Circuit Court rejected the plea agreement and continued the matter to September 18, 2023. The matter was subsequently continued from September to November. In a call between Respondent and DW in October 2023, Respondent states she is worried about the November 2023 court date being prior to his December 2023 release date. They discuss a way to have the pending matter continued past DW's release date to ensure his release from jail, such as Respondent double-booking herself to force a continuance. DW tells Respondent he does not want her to lie on his behalf, to which Respondent states she would not lie, she would schedule something else on that date to "make it true." The matter was continued to January 19, 2024.
15. In one of many calls between Respondent and DW on Christmas Eve 2023, DW asked Respondent when she realized that she "wanted to know him more." Respondent responded that "she never fixed a plea agreement like she did for him." She also stated

that earlier in her representation of DW (July 2023), she had consulted with her supervisor at the CPD, a co-deputy, about another potential conflict of interest which might cause her to withdraw as counsel for DW. Her supervisor told her to “get the ball rolling on withdrawing.” Respondent told her supervisor that she did not want to get out if she did not have to. Respondent then refused to identify DW to her supervisor after her supervisor requested the name of the client. The supervisor instructed Respondent to transfer the case to another attorney. Respondent replied that she did not want to transfer the case, started crying, and walked away. Respondent admitted that was her “first clue that she was in too deep with [DW].”

16. Respondent had 138 calls with DW between the dates of December 1 and 26, 2023. She concedes that most of those calls had nothing to do with the legal representation.
17. During Respondent’s representation of DW, she sent money to associates of DW so that other inmates could purchase items for DW. She also sent money directly to DW while he was incarcerated. The Riverside Regional Jail no longer allows Respondent to visit clients.
18. Upon DW’s release from Riverside Regional Jail on December 26, 2023, DW moved in with Respondent.
19. Respondent purchased a car that she primarily allowed DW to use.
20. On January 18, 2024, Respondent represented DW in a request for a continuance of the trial to March 5, 2024.
21. In January 2024, DW told a Chesterfield County Police Officer that DW and Jurgens were in a personal relationship.

22. On January 30, 2024, Chesterfield County Police arrested two individuals who were in the car titled to Respondent. They found drug paraphernalia, a gun, and love letters from DW to Respondent.
23. The police informed the Chesterfield Commonwealth Attorney's Office, which in turn notified the CPD which fired Respondent on January 31, 2024.
24. In February 2024, as a result of Respondent's conflict of interest, the CPD had to withdraw as DW's counsel, resulting in multiple continuances of DW's case until July 2024 when the case was ultimately *nolle prossed*.

II. NATURE OF MISCONDUCT

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

RULE 1.7 Conflict of Interest: General Rule

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(2) there is significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

By entering into a romantic relationship with DW while she was his court appointed counsel on a grand larceny/auto charge, such that her independent judgment was affected, as reflected by actions that she took, and which ultimately necessitated both her withdrawal and the withdrawal of the Chesterfield Public Defender's Office and resulted in a continuance of four months, Respondent violated Rule 1.7(a)(2).

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;

By failing to allow the CPD to substitute other counsel, at least as of July 2023, when Respondent knew that she had feelings for DW that were affecting her representation, Respondent violated Rule 1.16(a)(1).

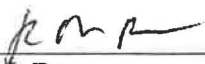
III. PROPOSED DISPOSITION

Accordingly, Bar Counsel and Respondent tender to a subcommittee of the Third District, Section I Committee 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 Third District, Section I Committee.

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

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.

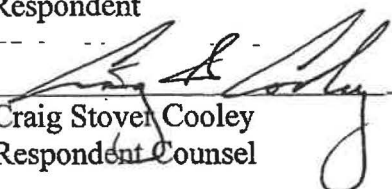
VIRGINIA STATE BAR



Renu M. Brennan
Bar Counsel



Jesse Lou Jurgens
Respondent



Craig Stovel Cooley
Respondent Counsel