

VIRGINIA:

Before the Virginia State Bar Disciplinary Board

In the Matter of

Dianne Theresa Carter

Attorney at Law

On March 23, 2004, came Dianne Theresa Carter and presented to the Board an Affidavit Declaring Consent to Revocation of her license to practice law in the courts of this Commonwealth. By tendering her resignation at a time when disciplinary charges are pending, she admits that the charges in the attached Certification are true.

The Board having considered the said Affidavit Declaring Consent to Revocation accepts her resignation. Accordingly, it is ordered that the license to practice law in the courts of this Commonwealth heretofore issued to the said Dianne Theresa Carter be and the same hereby is revoked, and that the name of the said Dianne Theresa Carter be stricken from the Roll of Attorneys of this Commonwealth.

Enter this Order this 23rd day of March, 2004

For the Virginia State Bar Disciplinary Board

By *Barbara S. Lanier*
Barbara Sayers Lanier
Clerk of the Disciplinary System

VIRGINIA:

BEFORE THE FIRST DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
DIANNE THERESA CARTER

VSB DOCKET NO. 02-010-2333
02-010-2654
03-010-0106

SUBCOMMITTEE DETERMINATION
(CERTIFICATION)

On January 13, 2003, a meeting in these matters was held before a duly convened First District Subcommittee panel consisting of John W. Jelich, III, Chair, John E. Eure, Jr., Member and N. Douglas Burgoyne, Lay Member.

Pursuant to Part 6: § IV, ¶ (G)(1)(b) of the Rules of the Supreme Court of Virginia, the First District Subcommittee of the Virginia State Bar hereby serves upon the Respondent the following Certification:

I. ALLEGATIONS OF FACT

1. During all times relevant hereto, the Respondent, Dianne Theresa Carter (hereinafter Respondent or Ms. Carter) was an attorney licensed to practice law in the Commonwealth of Virginia.

02-010-2333

Complainant: VSB/Commissioner of Accounts

2. On March 26, 2001, Ms. Carter qualified as Administratrix D.B.N. of the Estate of Samuel Wesley Gosier, deceased.

3. The sole heir to the estate was the surviving spouse, Jean Gosier Mayers, the original administratrix. Ms. Mayers died in October 2000, and Ms. Carter volunteered to serve in her stead.

3. The inventory was due to be filed by July 26, 2001, in accordance with Section 26-12 of the Code of Virginia (1950) as amended. Ms. Carter, however, failed to file the inventory, despite repeated requests that she do so, including a written delinquency notice, dated October 16, 2001.

4. On December 11, 2001, the Chief Commissioner of Accounts issued a summons to Ms. Carter requiring the return of the inventory within thirty days, in accordance with Virginia Code

Section 26-13. The Sheriff personally served the summons on a staff member at Ms. Carter's office on December 13, 2001.

5. Ms. Carter failed to comply with the summons.

6. Accordingly, the Chief Commissioner of Accounts filed a report with the circuit court, which scheduled a hearing on February 21, 2002 for Ms. Carter to show cause why she should not be held in contempt and removed as administratrix.

7. Ms. Carter appeared as directed on February 21, 2002 and advised the court that she had lost the file. The court continued the case on Ms. Carter's representation that she would reconstruct the file.

8. On April 22, 2002, Ms. Carter appeared again and explained that she had located a bank account relating to the estate. The court continued the matter again to June 13, 2002, so that Ms. Carter could gather some bank documents and other records needed to prepare the inventory and accounting.

9. On June 13, 2002, Ms. Carter presented an inventory for filing. She withdrew it, however, after speaking with the Commissioner and the attorney for the bonding company, because approximately \$12,000 had not been accounted for, although the proposed inventory stated it was under her control.

10. Ms. Carter eventually determined that her predecessor had properly disbursed the estate assets. She filed an inventory and accounting that were accepted by the Commissioner on December 2, 2002, and the estate was closed on January 2, 2003.

II. NATURE OF MISCONDUCT

The following Rules of Professional Conduct are alleged to have been violated:

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

RULE 1.3 Diligence

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

ALLEGATIONS OF FACT (Continued)

02-010-2654

Complainant: Ms. Lisa Westlund

11. In June 2000, Lisa Westlund paid Ms. Carter an advanced fee of \$1,500 to prepare a property settlement agreement and file a bill of complaint in her divorce.

12. Ms. Carter did not deposit the funds into her attorney trust account, considering the advanced payment a flat fee that she earned upon receipt.

13. Between June and October 2000, Ms. Westlund tried on several occasions to contact Ms. Carter, but to no avail. She scheduled an appointment for early October 2000, but when she arrived for the appointment, Ms. Carter was not available. Ms. Westlund saw Ms. Carter's brother, James Carter, instead and learned that the property settlement agreement had never been prepared.

14. Mr. Carter prepared a property settlement agreement and sent it to the husband, who refused to sign. Between December 2000 and June 2001 Ms. Westlund delayed the matter while she sought an agreement with her husband on property settlement and custody.

15. Unable to reach an agreement with her husband, Ms. Westlund saw Ms. Carter again in June 2001. Ms. Carter promised to prepare a new property settlement agreement, but failed to do so.

16. Thereafter, unable to reach Ms. Carter for the next two weeks, Ms. Westlund engaged a new attorney in June 2001. Despite repeated requests from Ms. Westlund, and two letters from her new attorney, Ms. Carter never made the case file available until December 2001.

17. Ms. Carter explained to Ms. Westlund that she had no idea how much money Ms. Westlund had paid her, or how many hours she devoted to the case. Therefore, she did not issue a refund upon termination. She advised the bar's investigator that she felt that she had earned the money, although she had no records of time devoted to the case, or the disposition of the \$1,500. Further, she prepared the property settlement agreement without any negotiation with the husband.

II. NATURE OF MISCONDUCT

The following Rules of Professional Conduct are alleged to have been violated:

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

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.

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.

(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.

RULE 1.15 Safekeeping Property

(a) All funds received or held by a lawyer or law firm on behalf of a client, other than reimbursement of advances for costs and expenses, shall be deposited in one or more identifiable escrow accounts maintained at a financial institution in the state in which

the law office is situated and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:

- (1) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution may be deposited therein; or
- (2) funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, and the portion belonging to the lawyer or law firm must be withdrawn promptly after it is due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved. 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 which such person is entitled to receive.

RULE 1.16 Declining Or Terminating Representation

- (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).
- (e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and shall be returned to the client upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Upon request, the client must also be provided copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer/client relationship.

ALLEGATIONS OF FACT (Continued)

03-010-0106

Complainant: Mr. Monteir J. Pulley

18. In December 2001, Monteir Pulley hired Ms. Carter to represent him in seeking custody of his children. He paid Ms. Carter a total of \$2,500 in legal fees. The first payment, in the amount of \$1,000, was on December 13, 2001.

19. Ms. Carter did not deposit any of the fees into her attorney trust account.

20. The matter was heard on April 18, 2002, and the court awarded joint custody of the children to the parents.

21. Ms. Carter prepared the Order, which the court entered on May 30, 2002. She failed to name the parents anywhere in the Order, however, and misspelled the names of both children.

22. At her client's request, Ms. Carter prepared a revised order, specifically noting the parent's names. She did not, however, correct the spelling of the children's names. She also misspelled her client's name. Ms. Carter circulated the order to the guardian ad litem, who endorsed and sent it to the mother's counsel, who also endorsed the order and returned it to Ms. Carter on August 8, 2002.

23. Ms. Carter never filed the revised order, and could not locate it in her office. Frustrated, Mr. Pulley hired another attorney to correct the order, and sued Ms. Carter. Ms. Carter settled the matter by paying Mr. Pulley \$625. Of this amount, \$500 represented a partial refund of attorney's fees, and \$125 represented Mr. Pulley's expenses in hiring a new attorney to correct the order.

24. Ms. Carter advised the Virginia State Bar investigator that she was not certain how much her client had paid her because she kept no deposit records, and did not deposit the fees into her attorney trust account. She explained that her notes showed receipts of \$2,500, and that it was a flat fee, although she did not know how much.

II. NATURE OF MISCONDUCT

The following Rules of Professional Conduct are alleged to have been violated:

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

RULE 1.3 Diligence

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

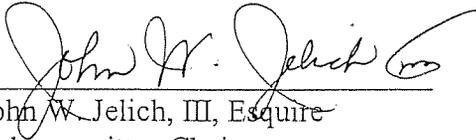
RULE 1.15 Safekeeping Property

- (a) All funds received or held by a lawyer or law firm on behalf of a client, other than reimbursement of advances for costs and expenses, shall be deposited in one or more identifiable escrow accounts maintained at a financial institution in the state in which the law office is situated and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:
- (1) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution may be deposited therein; or
 - (2) funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, and the portion belonging to the lawyer or law firm must be withdrawn promptly after it is due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.
- (d) A lawyer shall:
- (3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accounts to the client regarding them; and

III. CERTIFICATION

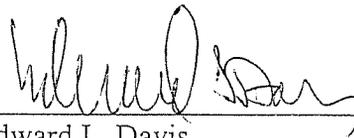
Accordingly, it is the decision of the First District Subcommittee to certify the charges of misconduct to the Virginia State Bar Disciplinary Board.

**FIRST DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

By 
John W. Jelich, III, Esquire
Subcommittee Chair

CERTIFICATE OF SERVICE

I certify that I have this 10th day of December, ²⁰⁰³, mailed by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, a true and correct copy of the foregoing Subcommittee Determination (Certification) to the Respondent, Dianne Theresa Carter, at Suite 406, 606 Denbigh Boulevard, Newport News, Virginia 23608, her last address of record with the Virginia State Bar.



Edward L. Davis
Assistant Bar Counsel

VIRGINIA:

BEFORE THE FIRST DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
DIANNE THERESA CARTER

VSB DOCKET NO. 03-010-0843
03-010-1610

SUBCOMMITTEE DETERMINATION
(CERTIFICATION)

On October 28, 2003, a meeting in these matters was held before a duly convened First District Subcommittee panel consisting of Robert W. Jones, Jr., Chair, Herbert V. Kelly, Jr., Member and Tyrone J. Melvin, Sr., Lay Member.

Pursuant to Part 6: § IV, ¶ (G) (1) (b) of the Rules of the Supreme Court of Virginia, the First District Subcommittee of the Virginia State Bar hereby serves upon the Respondent the following Certification:

I. ALLEGATIONS OF FACT

1. During all times relevant hereto, the Respondent, Dianne Theresa Carter (hereinafter Respondent or Ms. Carter) was an attorney licensed to practice law in the Commonwealth of Virginia.

03-010-0843

Complainant: Mr. Corey Parks, #250261

2. On December 6, 1996, the Circuit Court for the City of Newport News sentenced Corey Parks to twenty years in prison following his convictions on multiple counts of armed robbery and related offenses. Mr. Parks had pled not guilty. Ms. Carter was his court-appointed counsel.

3. Following his sentencing, Mr. Parks alleged that he asked Ms. Carter to a.) appeal his convictions, b.) move for an appeal bond, and c.) file a motion to reduce or modify his sentence. The court ordered a \$70,000 appeal bond. Ms. Carter, however, took none of the other action requested.

4. Over the ensuing years, Mr. Parks wrote to Ms. Carter, but she never responded.

5. Having heard nothing from Ms. Carter, Mr. Parks wrote to the court on June 27, 1997, in February 2000, July 2002, on July 18, 2002, and August 7, 2002. On each occasion, either the clerk

or the presiding judge forwarded the letters to Ms. Carter with a memorandum. Ms. Carter, however, never responded to Mr. Parks.

6. Mr. Parks complained to the bar in September 2002. He said that Ms. Carter's response to the bar complaint was the first that he had heard from her since his sentencing on December 6, 1996.

7. Ms. Carter explained to the bar's investigator that she did not recall Parks asking her to appeal at his sentencing. Her file's sentencing notes, however, clearly say "Wants appeal." She said that she did not hear from Parks again until it was too late to appeal. Her file contains no correspondence from her to Parks after the sentencing.

8. On January 14, 2003, during the investigation of this complaint, the bar issued a subpoena duces tecum to Ms. Carter requesting her file on Corey Parks by February 10, 2003. The subpoena was personally served on Ms. Carter on January 28, 2003. She did not, however, comply with the subpoena.

9. Over the months that followed, Ms. Carter repeatedly promised the bar's investigator that she would deliver the file, but failed to do so. It was not until after the bar moved for a summary suspension of her license on June 24, 2003, that she furnished the file, five months after the original deadline.

II. NATURE OF MISCONDUCT

The following Rules of Professional Conduct are alleged to have been violated:

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

RULE 1.2 Scope of Representation

(a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (b), (c), and (d), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision, after consultation with the lawyer, whether to accept an offer of settlement of a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

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.

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 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application, in connection with any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

- (c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6; or
- (d) obstruct a lawful investigation by an admissions or disciplinary authority.

ALLEGATIONS OF FACT (Continued)

03-010-1610

Complainant: Ms. Gina L. Sandy

10. In January 2002, Gina Sandy hired Ms. Carter to represent her in a divorce filed by her husband. She paid Ms. Carter a flat fee of \$4,000. Ms. Sandy understood that Ms. Carter would file a response to her husband's bill of complaint, and defend her in the divorce.

11. There was one child of the marriage. On February 7, 2002, the circuit court held a custody hearing and ordered joint, shared custody to the parents. It also ordered Ms. Sandy to pay child support to the husband in accordance with state guidelines.

12. Ms. Carter endorsed the order and forwarded it for entry without noting any objections, and without permitting her client, who objected to the order, to see it. The court entered the order on May 23, 2002.

13. Ms. Carter's last response to the complainant's inquiries was on February 12, 2002. Thereafter, she responded to none of Ms. Sandy's numerous messages.

14. Upset with this and Carter's handling of the custody matter, Ms. Sandy discharged her in June 2002 and hired another lawyer.

15. Ms. Sandy also demanded a partial refund of her \$4,000 fee. Carter did not respond, so Ms. Sandy filed a warrant in debt against her in July 2002. In September 2002, Ms. Sandy won a judgment against Carter in the amount of \$2,915.78 plus interest.

16. Carter explained that the \$4,000 fee was for the custody matter only, not the divorce. On January 25, 2002, however, Carter sent an e-mail to Ms. Sandy indicating that she was preparing and answer and cross-bill in the divorce. There is no written memorialization of their agreement.

16. Ms. Carter did not deposit the \$4,000 advance fee in her attorney trust account.

17. Ms. Carter did not furnish Ms. Sandy's new attorney with her file, although he requested it, and sent Ms. Carter a release endorsed by Ms. Sandy.

18. Ms. Carter also failed to endorse an order of substitution, although she had been discharged, causing the new attorney to have to move the court to enter the order without Ms. Carter's endorsement.

19. Ms. Sandy's new attorney said that he received no cooperation from Ms. Carter.

20. On January 14, 2003, during the investigation of this complaint, the bar issued a subpoena duces tecum to Ms. Carter requesting her file on Gina Sandy by February 10, 2003. The subpoena was personally served on Ms. Carter on January 28, 2003. She did not, however, comply.

21. Over the months that followed, Ms. Carter repeatedly promised the bar's investigator that she would deliver the file, but failed to do so. It was not until after the bar moved for a summary suspension of her license on June 24, 2003, that she furnished the file, five months after the original deadline.

II. NATURE OF MISCONDUCT

The following Rules of Professional Conduct are alleged to have been violated:

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

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.

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.
- (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.
- (c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter.

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.

- (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.

RULE 1.15 Safekeeping Property

- (a) All funds received or held by a lawyer or law firm on behalf of a client, other than reimbursement of advances for costs and expenses, shall be deposited in one or more identifiable escrow accounts maintained at a financial institution in the state in which the law office is situated and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:
 - (1) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution may be deposited therein; or
 - (2) funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, and the portion belonging to the lawyer or law firm must be withdrawn promptly after it is due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved. 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 which such person is entitled to receive.

RULE 1.16 Declining Or Terminating Representation

- (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).
- (e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and shall be returned to the client upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Upon request, the client must also be provided copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); pleadings

and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer/client relationship.

III. CERTIFICATION

Accordingly, it is the decision of the First District Subcommittee to certify the charges of misconduct to the Virginia State Bar Disciplinary Board.

FIRST DISTRICT SUBCOMMITTEE OF THE VIRGINIA STATE BAR

By 
Robert W. Jones, Jr., Esquire
Subcommittee Chair

CERTIFICATE OF SERVICE

I certify that I have this 8th day of December mailed by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, a true and correct copy of the foregoing Subcommittee Determination (Certification) to the Respondent, Dianne Theresa Carter, at Suite 406, 606 Denbigh Boulevard, Newport News, Virginia 23608, her last address of record with the Virginia State Bar.


for Edward L. Davis
Assistant Bar Counsel