

VIRGINIA:
BEFORE THE VIRGINIA STATE BAR
THIRD DISTRICT COMMITTEE, SECTION III

IN THE MATTER OF
YVETTE ANITA AYALA
VSB Docket No. 06-033-2967

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

On May 15-16, 2007, the Third District Committee, Section III duly convened a hearing matter. The District Committee panel was comprised of David P. Baugh, Esquire, Marilyn C. Goss, Esquire, Dennis R. Kiker, Esquire, Dr. Frederick Rahal, Lay Member, and Cullen D. Seltzer, Esquire, Chair presiding.

The respondent, Yvette Anita Ayala, Esquire (“Respondent”)¹ appeared in person represented by counsel, Charlotte P. Hodges, Esquire. The Virginia State Bar appeared through its Assistant Bar Counsel, Paulo E. Franco, Esquire. Chandler & Halasz, Inc. transcribed the proceedings.

The matter proceeded upon the Notice of Hearing and Charges of Misconduct issued on March 8, 2007, which set forth allegations that Respondent’s conduct violated Rules of Professional Conduct 4.1, Truthfulness in Statements to Others, and 8.4 (a), Wrongful Act Reflecting Adversely on Lawyer’s Honesty, Trustworthiness, or Fitness to Practice Law, and 8.4(b), Conduct Reflecting Adversely on Lawyer’s Fitness to Practice law. The Chair polled each member of the hearing panel as to whether they had any personal or financial interest that might affect or reasonably be perceived to affect their ability to be impartial. Upon receiving answers in the negative, and upon the Chair affirming that he had no such interest, the Chair advised the parties of the hearing procedures.

The parties made opening statements, and the panel received evidence on behalf of the Bar. Thereafter, Respondent moved to strike the charges of misconduct, which motions the Committee denied after retiring to deliberate upon them. Respondent then introduced evidence at the conclusion of which the parties made closing statements.

After deliberating and determining which charges of misconduct had been proven by clear and convincing evidence, the parties offered evidence and argument with respect to an appropriate sanction, at the conclusion of which the Committee deliberated to determine its sanction.

¹ At the time the Misconduct in this matter occurred, Respondent’s name was Yvette Ayala Jones. Respondent testified that she is the person named in the Notice of Hearing and Charge of Misconduct and that her name is now Yvette Anita Ayala.

Pursuant to Part 6, Section IV, Paragraph 13.H.2(m) of the Rules of the Virginia Supreme Court, the Third District Committee, Section III, hereby serves upon the Respondent the following Public Reprimand with Terms.

I. FINDINGS OF FACT

1. At all times relevant to this matter, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia.
2. In March of 2005, Respondent entered into a Property Settlement Agreement with Mr. Charles Richards, then her husband, which provided, among other things, that Respondent and Mr. Richards would retain possession and title to any personal property then in each party's possession.
3. Respondent, then a law clerk in the Circuit Court for Chesterfield County, drafted the March 2005 Property Settlement Agreement.
4. Among the pieces of personal property in Mr. Richards's possession at the time he and Respondent entered into the Property Settlement Agreement was a certain Isuzu Trooper automobile. Mr. Richards and Respondent intended that Mr. Richards should keep and own the Trooper. In addition, Mr. Richards agreed in the Property Settlement Agreement to refinance the Trooper in his name.
5. Following execution of the Property Settlement Agreement, Mr. Richards made all loan payments on the purchase loan for the Trooper until September of 2005 when he refinanced the Trooper with a loan in his own name. Chase Auto Finance did erroneously debit Respondent's bank account on two occasions for loan payments but on both occasions, with the assistance of Mr. Richards, Respondent's bank account was re-credited the erroneously debited amounts.
6. In September of 2005, when Mr. Richards refinanced the Trooper in his name, Chase Auto Finance advised the Virginia Department of Motor Vehicles (DMV) that its lien on the title to the Trooper had been satisfied.
7. Because the Trooper, when it was first purchased during Respondent and Mr. Richards's marriage, had been titled in Respondent's name, DMV mailed a new title, showing the Trooper was free of encumbrances, to Respondent.
8. Respondent received the new title from DMV within a few days of an adversarial and contentious child custody hearing involving Respondent and Mr. Richards.
9. When Respondent received the title from DMV, she realized that Mr. Richards had refinanced the Trooper in his name.

10. After receiving the title to the Trooper from DMV, Respondent did not sign the title to the Trooper over to Mr. Richards, consistent with the Property Settlement Agreement's requirement that Mr. Richards keep possession and title of the Trooper.

11. Instead, within a few days of receiving title to the Trooper from DMV, Respondent gifted the Trooper to her new husband, Mr. Jamani Jones, by signing the title over to him.

12. Within a few days of gifting the Trooper to Mr. Jones, even though she knew the Property Settlement Agreement gave the Trooper to Mr. Richards, Respondent and Mr. Jones traveled to Newport News where Mr. Richards was living for the purpose of retrieving the Trooper.

13. To aid in retrieving the Trooper, Respondent and Mr. Jones called the Newport News police department and an officer of that Department went to Mr. Richards's house.

14. Relying on the title that Respondent and Mr. Jones made available to the officer, showing the Trooper to be titled in Mr. Jones's name, the Newport News police officer advised Mr. Richards that he was required to give the Trooper to Mr. Jones.

15. Mr. Richards told the police that the Trooper was his car because of the Property Settlement Agreement that he entered into with Respondent. Respondent did not tell the police that the Property Settlement Agreement gave the Trooper to Mr. Richards, but instead allowed the police to believe the title showing Mr. Jones was the owner was lawful and appropriate.

16. When a Newport News police officer told Respondent that she should consult with an attorney regarding the matter of who owned the Trooper, since Mr. Richards had said the car was his, Respondent told the officer that she was an attorney. When the officer asked to see her Virginia State Bar identification card, Respondent showed it to him.

17. Respondent and Mr. Jones retained possession of the Trooper for approximately five months and returned it to Mr. Richards only after he filed suit for its recovery. In settling Mr. Richards's suit, Respondent and Mr. Jones paid \$500.00 for certain repairs to the Trooper and paid Mr. Richards \$3,000.00.

18. At the time of the hearing in this matter, Respondent had been admitted to the Bar for less than two years. While Respondent had not previously acknowledged to the Bar that her actions were wrong or dishonest, at the hearing in this matter she did acknowledge that they were wrong and dishonest.

19. During the time that Respondent engaged in the conduct that gave rise to her wrongful taking of Mr. Richards's property, Respondent was in a state of considerable

emotional tumult occasioned by the very difficult circumstances attendant to straining and unfortunate personal circumstances, including divorce and child custody disputes.

20. At the time of the hearing in this matter, Respondent enjoys the support of friends and family, including that of her law firm, a counselor who Respondent began seeing at the suggestion of her law firm, and Mr. Richards, the member of the public most immediately harmed by Respondent's misconduct.

II. NATURE OF MISCONDUCT

Upon due deliberation, the Committee found that Respondent's conduct was in violation of the following Rule of Professional Conduct:

RULE 8.4 (b)

It is professional misconduct for a lawyer to:

* * * *

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law[.]

The Committee did not find a violation of Rule 4.1 or Rule 8.4(c) by clear and convincing evidence and dismissed those charges accordingly.

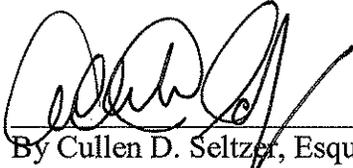
III. PUBLIC REPRIMAND WITH TERMS

It is the decision of the Committee to impose a Public Reprimand with Terms upon Respondent Yvette Anita Ayala and she is so reprimanded. The Term that the Committee imposes with this Public Reprimand is that Respondent shall complete six hours of ethics CLE within six months of the date of this Order which CLE hours shall be in addition to and separate from the twelve hours of CLE credit required to be performed each year by active status attorneys. Respondent shall certify to Bar Counsel, within six months of this Public Reprimand, that she has completed the Term specified herein.

Pursuant to Paragraph 13.H.2.a of the Rules of Court, and as required by that Rule, if Respondent fails to comply with the Term described in this Public Reprimand, the Committee shall impose the Alternative Disposition of a Certification For Sanction Determination.

Pursuant to Paragraph 13.B.8.c.1 of the Rules of Court, the Clerk of the Disciplinary System shall assess Costs, as defined by Paragraph 13.A of the Rules of Court, against Respondent.

THIRD DISTRICT COMMITTEE, SECTION III
OF THE VIRGINIA STATE BAR



A handwritten signature in black ink, appearing to read 'C. Seltzer', written over a horizontal line.

By Cullen D. Seltzer, Esquire
Third District Committee Chair, Section III

6/13/07
Date

CERTIFICATE OF SERVICE

I certify that on the 13th day of June, 2007, I caused to be mailed by Certified Mail, Return Receipt Requested, a true copy of the District Committee Determination (Public Reprimand with Terms) to Yvette Anita Ayala, Respondent, at LeClair Ryan, A Professional Corporation P.O. Box 2499 Richmond, VA 23218-2499, Respondent's last address of record with the Virginia State Bar.



Paulo E. Franco, Jr.
Assistant Bar Counsel