

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
DAVID EUGENE CECIL

VSB DOCKET NO. 09-102-076303

ORDER OF REVOCATION

THIS MATTER came before the Virginia State Bar Disciplinary Board ("Board") for hearing by conference call on September 25, 2009, upon the Tenth District Committee's Certification of a Subcommittee Determination for Certification to the Board which was mailed to the Respondent on April 28, 2009; a Certified Notice of Hearing issued to the Respondent on May 21, 2009 by the Clerk of the Disciplinary System pursuant to Part 6, Section IV, Paragraph 13-18.C of the Rules of the Supreme Court of Virginia; the Pre-Hearing Order dated May 26, 2009; and the Order of the Virginia State Bar Disciplinary Board dated August 18, 2009.

A hearing, by conference call, was held before the duly convened panel of the Board consisting of Chair, William H. Monroe, Jr., Timothy A. Coyle, Raighne C. Delaney, Martha JP McQuade and Lay Member, Reverend W. Ray Inscoe. The Virginia State Bar ("VSB") was represented by Assistant Bar Counsel, Renu Mago Brennan ("Ms. Brennan" or "Bar Counsel"). Respondent, David Eugene Cecil ("Mr. Cecil" or "Respondent"), was not present. Mr. Cecil was represented by Attorney, Robert Maurice Galumbeck ("Mr. Galumbeck" or "Respondent's Counsel"). Also present on the call were the Complainant, Elizabeth A. Wright, and her sisters, Patti Lynch, Frances L. Minton and Nancy Jo Testerman along with Virginia State Bar staff members, Vivian Byrd, Louann Weakland and Erica Gray. The hearing was recorded and reported by Valarie L. Schmit May, RPR, Chandler & Halasz, P.O. Box 9349, Richmond, Virginia, 23227, telephone number (804) 730-1222, who was duly sworn by the Chair.

The Chair opened the hearing by polling the Board members to ascertain whether any member of the Board had any personal or financial interest that may affect, or reasonably be perceived to affect their ability to be impartial. Each member responded in the negative.

Respondent's counsel and Bar counsel stated that they were familiar with the allegations against Mr. Cecil and waived their right to have them read into the record. Both Bar Counsel and Respondent's Counsel also waived their right to have the Chair read and/or explain the rules of procedure under which the hearing would be conducted.

I. FINDINGS OF FACT

Respondent's counsel declined to make any opening statement.

In her opening statement, Bar counsel summarized what she said would be the Bar's "uncontroverted evidence" as follows:

- Respondent converted at least \$260,000 from his client's estate for his personal use;
- Respondent attempted to hide and cover up his actions by lying to the estate beneficiaries regarding his accounting of estate funds; keeping bank and other records from his clients; and falsely blaming Respondent's alleged lack of records on others when questioned by his clients;
- Respondent subsequently admitted some of his wrongdoing to his clients, although he did not disclose the full extent of his conduct;
- Respondent eventually signed a Promissory Note for \$100,000 to the estate's beneficiaries. No payments were ever made by Respondent on the Note nor did he ever pay restitution of any kind to the estate's beneficiaries;

- Upon learning of the filing of a Bar Complaint, Respondent made false excuses to the Bar for his actions and failed to produce any bank or trust account records to the Bar;
- When faced with the Bar's subpoena seeking a detailed accounting of the estate funds under the control of Respondent, in addition to records from two separate banks involving seven bank accounts (four estate accounts on which Mr. Cecil was the sole signatory along with Respondent's personal accounts, his firm's operating and escrow account), Respondent finally admitted the full extent of his conduct.

Bar counsel summarized for the Board the Bar's List of Exhibits and all Exhibits were moved into evidence, without objection, as Virginia State Bar Composite Exhibit A.

Respondent's counsel offered no Exhibits.

Both Bar counsel and Respondent's counsel represented to the Board that Mr. Cecil and the Bar had entered into an agreement entitled *Stipulations of Admissibility and Sufficiency of Evidence and Exhibits and Stipulations as to Admissibility of All Findings of Fact* ("stipulations"). The stipulations were then moved into evidence as Joint Exhibit B. The stipulations addressed the Exhibits submitted by the Bar (Exhibit A), the Findings of Fact and the alleged Rules violations as follows:

Stipulations Relating to VSB Bar Exhibits

1. The Bar's exhibits and all of them, identified in Exhibit "A" attached hereto, including all checks, whether referenced as attachments to statements or individually, and including all documents referenced within the statements, and all CDs, tapes, transcriptions, and exhibits are admissible against Respondent in this

- matter, and are moved into and admitted into evidence, for all purposes, including for the truth of the matters asserted therein, without objection.
2. The Respondent makes no objection to the introduction of the foregoing evidence and exhibits of the Bar including, without limitation, hearsay objections.
 3. As a result, hearsay or "hearsay within hearsay" in any of the Bar's exhibits shall be admitted for the truth of the matter asserted therein. The Bar does not have to separately satisfy the evidentiary requirements for admission of the hearsay or the hearsay within hearsay for any of its exhibits.

Stipulations Relating to Findings of Fact

(Agreed as being admissible against Respondent for the exclusive purposes of Respondent's hearing before the Virginia State Bar Disciplinary Board)

1. Respondent represented Robert Baxter, M.D., and/or his business entities for several years. When Robert Baxter, M.D., passed away, Respondent served as a co-trustee, along with Nancy C. Baxter, Dr. Robert Baxter's spouse, of the Trusts (family and marital) of Robert Baxter, M.D. Respondent also served as counsel to the Estate of Robert Baxter, M.D. After Nancy Baxter's passing on October 14, 2006, Respondent served as counsel to the Estate of Nancy Baxter. He also served as a trustee of Nancy Baxter's revocable living trust.
2. The funds of the Robert F. Baxter Family and Marital Trusts and the Nancy C. Baxter Revocable Trust were maintained in accounts established in 2006 at TruPoint Bank. Respondent was the only signatory to the trust accounts at TruPoint Bank.
3. Respondent received bank statements for all the Baxter trust bank accounts. He also received bank statements for the bank account established for the Estate of Nancy Baxter.
4. The surviving beneficiaries of the trusts and the heirs of the estates are decedents' daughters, Elizabeth A. Wright, Frances L. Minton, Patti Lynch, and Nancy Jo Testerman.
5. Based on a 2007 meeting between three of the beneficiaries and Respondent, these beneficiaries understood that Respondent would receive a one-time combined commission and legal fee for his legal services and for his services as trustee on all Baxter Trusts. The combined commission(s) and fee was to be \$40,000.00, or two percent of the value of the estate of approximately \$2,000,000.00.
6. The beneficiaries asked Respondent to memorialize their commission and fee agreement in writing, but Respondent did not do so.

7. From 2006 to 2008, Respondent wrote checks totaling between \$200,000.00 and \$247,950.00 from the Baxter accounts to himself, his firm, or his accounts.
8. During the same time period, Respondent deposited \$60,000.00 in proceeds from the sale of the Baxter's' home, real property which was an asset of the Baxter trust(s) or estate, into Respondent's trust account. Respondent then "drained" this sum from the trust account into his personal accounts and did not advise the beneficiaries of his actions. Because Respondent did not maintain trust account records, it is unclear whether this sum of \$60,000.00 was in addition to or a part of the \$200,000.00 to \$247,000.00 referenced in Paragraph 7.
9. Respondent initially asserted to the beneficiaries and to the Bar's investigator that the IRS had garnished the \$60,000.00 belonging to the Baxter trusts or estate which he had deposited into his trust account. Respondent later admitted this representation was false.
10. Respondent did not advise the beneficiaries that he was withdrawing funds from various estate accounts as commissions or fees.
11. Respondent did not provide the beneficiaries with periodic invoices for his legal services.
12. Respondent did not provide the beneficiaries with regular statements as to the commissions he was deducting for his services.
13. Respondent did not regularly communicate the status of the estates or trusts to the beneficiaries. He presented the beneficiaries with very little information.
14. In the summer of 2008, the beneficiaries met with the trusts' accountant from the accounting firm of Goodman & Company. The accountant advised that it appeared that Respondent had taken excessive funds from the trusts. The accountant's records reflected that from February 5, 2007 to March 12, 2008, Respondent took \$41,750.00 in attorney fees from the Nancy C. Baxter Revocable Trust Bank Account maintained at Trupoint Bank. The accountant's records further reflect that in April 2007, Respondent took a trustee commission of \$25,000.00 from the Nancy C. Baxter Revocable Trust. The accountant's records also reflect that in April 2007, Respondent also took a \$30,000.00 commission from the Robert F. Baxter Trust bank account maintained at Trupoint Bank. From March, 2007 to February, 2008, Respondent took \$100,750.00 in fees from the Robert F. Baxter Trust. Additionally, Respondent took a \$2,425.00 commission from the Baxter Marital Trust in July 2007. According to the accountant, the total amount of fees Respondent took from both trusts was \$142,500.00 for the March 2007 to February 2008 time period, and the total amount of Respondent's commissions for the same

period was \$57,425.00, for a total of \$199,925.00 taken by Respondent during the March 2007 to February 2008 time period.

15. The beneficiaries subsequently confronted Respondent regarding the funds Respondent had taken from the accounts. In June 2008 Respondent provided the beneficiaries with his first and only invoice and summary of charges. Respondent's invoice reflects that he charged a separate legal fee and commission, and that he assessed a commission of two percent of the value of the estate for each year he served as trustee. Respondent thus did not limit his commission and legal fee to a one-time combined fee of two percent of the value of the Estate, as the beneficiaries understood. Instead, per Respondent's June 2008 statement, he charged \$40,000.00 (two percent of the estimated \$2,000,000.00 value of the estate) for each year he served as trustee. He thus received \$105,000.00 in trustee commissions for his service on all Baxter Trusts from 2006 to 2008, broken down as follows: \$40,000.00 for 2006; \$40,000.00 for 2007; and \$25,000.00 for 2008 (1/2 year).
16. Per the June 2008 invoice, Respondent also charged \$190.00 per hour for his legal services for a total of \$67,260.00 in legal fees. The invoices reveal that Respondent began charging for legal fees on the date of Nancy Baxter's passing, October 14, 2006, and that he charged \$190.00 per hour for four hours per week for 11 weeks in 2006, for a total of \$8,360.00 in 2006. For 2007, Respondent charged for five hours per week for the entire year at the rate of \$190.00. The total fees charged for 2007 was \$49,400.00. For 2008, Respondent charged for 6 months, until he was discharged, at the rate of \$190.00 per hour for two hours per week. The total charged for 2008 is \$9,500.00. The invoices further reflect that Respondent charged the beneficiaries for services during the period of time that he was allegedly ill and was admittedly not performing legal or trustee services.
17. In a June, 2008 meeting and afterwards, Respondent conceded he had taken excessive fees and/or commissions and promised the beneficiaries he would reimburse them. Respondent asserted that the excessive fees were charged during the time period in which he was very ill. Respondent submitted a promissory note to the beneficiaries in the amount of \$100,000.00. Respondent has not returned any fees to the beneficiaries.
18. By subpoena, the Bar requested Respondent produce all trust account records pertaining to the estates of Robert and/or Nancy Baxter; all bank account records, whether trust account, operating account, personal account, into which funds or proceeds from the estates and/or trusts of Robert and/or Nancy Baxter were deposited; all client files and documents pertaining to the estates, trusts, and beneficiaries; and all records in his possession which pertained to the trusts and estates.

19. Respondent did not produce any trust account records pertaining to any work he or his firm performed, or any money he or his firm received from the Baxters, the Baxter trusts, the Baxter estates, or the Baxter beneficiaries. Respondent did not produce a cash receipts journal or journals listing the funds received from the Baxters, the sources of the receipts and the dates of the same. Respondent did not produce a cash disbursements journal listing and identifying all disbursements from the escrow account, nor did he produce a subsidiary ledger, reconciliations, or supporting records pertaining to the Baxter trusts, estates, and beneficiaries. Respondent represented to the Bar's investigator that he could and would produce a written ledger regarding the Baxter trusts and estates, and that he would also produce a computer spreadsheet. Respondent never produced a written ledger, asserting he could not locate the same. Respondent allowed the Bar to image his hard drive which provided access to Respondent's Quickbooks, a computerized check register, which showed deposits and withdrawals into his firm's trust and operating account. The information provided, however, did not contain the reconciliations, ledgers, or documentation to either quantify the services performed or to support that Respondent appropriately handled monies received from or on behalf of the Baxters, the Baxter trusts, or the estates.

Stipulation Relating to Alleged Rules Violations

The Bar's evidence constitutes clear and convincing evidence that Respondent committed the misconduct alleged in the Findings of Fact and that Respondent violated the following provisions of the Rules of Professional Conduct:

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.

- (b) When in the course of representation a lawyer is in possession of property in which both the lawyer and another person claim interests, the property shall be kept separate by the lawyer until there is an accounting and severance of their interests. If a dispute arises concerning their respective interests, the portion in dispute shall be kept separate by the lawyer until the dispute is resolved.
- (c) A lawyer shall:
 - (1) promptly notify a client of the receipt of the client's funds, securities, or other properties;
 - (2) identify and label securities and properties of a client promptly upon receipt and place them in a safe deposit box or other place of safekeeping as soon as practicable;
 - (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
 - (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.
- (d) Funds, securities or other properties held by a lawyer or law firm as a fiduciary shall be maintained in separate fiduciary accounts, and the lawyer or law firm shall not commingle the assets of such fiduciary accounts in a common account (including a book-entry custody account), except in the following cases:
 - (1) funds may be maintained in a common escrow account subject to the provisions of Rule 1.15(a) and (c) in the following cases:
 - (i) funds that will likely be disbursed or distributed within thirty (30) days of deposit or receipt;
 - (ii) funds of \$5,000.00 or less with respect to each trust or other fiduciary relationship;
 - (iii) funds held temporarily for the purposes of paying insurance premiums or held for appropriate administration of trusts otherwise funded solely by life insurance policies; or

- (iv) trusts established pursuant to deeds of trust to which the provisions of Code of Virginia Section 55-58 through 55-67 are applicable;
- (2) funds, securities, or other properties may be maintained in a common account:
- (i) where a common account is authorized by a will or trust instrument;
 - (ii) where authorized by applicable state or federal laws or regulations or by order of a supervising court of competent jurisdiction; or
 - (iii) where (a) a computerized or manual accounting system is established with record-keeping, accounting, clerical and administrative procedures to compute and credit or charge to each fiduciary interest its pro-rata share of common account income, expenses, receipts and disbursements and investment activities (requiring monthly balancing and reconciliation of such common accounts), (b) the fiduciary at all times shows upon its records the interests of each separate fiduciary interest in each fund, security or other property held in the common account, the totals of which assets reconcile with the totals of the common account, (c) all the assets comprising the common account are titled or held in the name of the common account, and (d) no funds or property of the lawyer or law firm or funds or property held by the lawyer or the law firm other than as a fiduciary are held in the common account.

For purposes of this Rule, the term "fiduciary" includes only personal representative, trustee receiver, guardian, committee, custodian and attorney-in-fact.

- (e) **Record-Keeping Requirements, Required Books and Records.** As a minimum requirement every lawyer engaged in the private practice of law in Virginia, hereinafter called "lawyer," shall maintain or cause to be maintained, on a current basis, books and records which establish compliance with Rule 1.15(a) and (c). Whether a lawyer or law firm maintains computerized records or a manual accounting system, such system must produce the records and information required by this Rule.

- (1) In the case of funds held in an escrow account subject to

this Rule, the required books and records include:

- (i) a cash receipts journal or journals listing all funds received, the sources of the receipts and the date of receipts. Checkbook entries of receipts and deposits, if adequately detailed and bound, may constitute a journal for this purpose. If separate cash receipts journals are not maintained for escrow and non-escrow funds, then the consolidated cash receipts journal shall contain separate columns for escrow and non-escrow receipts;
 - (ii) a cash disbursements journal listing and identifying all disbursements from the escrow account. Checkbook entries of disbursements, if adequately detailed and bound, may constitute a journal for this purpose. If separate disbursements journals are not maintained for escrow and non-escrow disbursements then the consolidated disbursements journal shall contain separate columns for escrow and non-escrow disbursements;
 - (iii) subsidiary ledger. A subsidiary ledger containing a separate account for each client and for every other person or entity from whom money has been received in escrow shall be maintained. The ledger account shall by separate columns or otherwise clearly identify escrow funds disbursed, and escrow funds balance on hand. The ledger account for a client or a separate subsidiary ledger account for a client shall clearly indicate all fees paid from trust accounts;
 - (iv) reconciliations and supporting records required under this Rule;
 - (v) the records required under this paragraph shall be preserved for at least five full calendar years following the termination of the fiduciary relationship.
- (2) In the case of funds or property held by a lawyer or law firm as a fiduciary subject to Rule 1.15(d), the required books and records include:
- (i) an annual summary of all receipts and disbursements and changes in assets comparable to

an accounting that would be required of a court supervised fiduciary in the same or similar capacity. Such annual summary shall be in sufficient detail as to allow a reasonable person to determine whether the lawyer is properly discharging the obligations of the fiduciary relationship;

- (ii) original source documents sufficient to substantiate and, when necessary, to explain the annual summary required under (i) above;
 - (iii) the records required under this paragraph shall be preserved for at least five full calendar years following the termination of the fiduciary relationship.
- (f) Required Escrow Accounting Procedures. The following minimum escrow accounting procedures are applicable to all escrow accounts subject to Rule 1.15(a) and (c) by lawyers practicing in Virginia.
- (2) Deposits. All receipts of escrow money shall be deposited intact and a retained duplicate deposit slip or other such record shall be sufficiently detailed to show the identity of each item;
 - (3) Deposit of mixed escrow and non-escrow funds other than fees and retainers. Mixed escrow and non-escrow funds shall be deposited intact to the escrow account. The non-escrow portion shall be withdrawn upon the clearing of the mixed fund deposit instrument.
 - (4) Periodic trial balance. A regular periodic trial balance of the subsidiary ledger shall be made at least quarter annually, within 30 days after the close of the period and shall show the escrow account balance of the client or other person at the end of each period.
 - (i) The total of the trial balance must agree with the control figure computed by taking the beginning balance, adding the total of monies received in escrow for the period and deducting the total of escrow monies disbursed for the period; and
 - (ii) The trial balance shall identify the preparer and be approved by the lawyer or one of the lawyers in the law firm.

- (5) Reconciliations.
 - (i) A monthly reconciliation shall be made at month end of the cash balance derived from the cash receipts journal and cash disbursements journal total, the escrow account checkbook balance, and the escrow account bank statement balance;
 - (ii) A periodic reconciliation shall be made at least quarter annually, within 30 days after the close of the period, reconciling cash balances to the subsidiary ledger trial balance;
 - (iii) Reconciliations shall identify the preparer and be approved by the lawyer or one of the lawyers in the law firm.
- (6) Receipts and disbursements explained. The purpose of all receipts and disbursements of escrow funds reported in the escrow journals and subsidiary ledgers shall be fully explained and supported by adequate records.

8.4 Misconduct

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law.

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.

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 of commencing the representation.

Neither Respondent's counsel or Bar counsel desired to make a closing statement.

II. MISCONDUCT

The Board adjourned to a separate conference call to deliberate the alleged rules violations. Upon reconvening the full conference call, the Chair ascertained that all participants were again present. The Chair then announced the Board's decision, based upon clear and convincing evidence, that Respondent, David Eugene Cecil had violated the following provisions

of the Rules of Professional Conduct: Rules 1.15 (Safekeeping Property) including 1.5(a)(1), (a)(2), (b), (c)(1 through 4), (d)(1)(i through iv), (d)(2)(i through iii), (e)(1)(i through v), (e)(2)(i through iii), (f)(2), (f)(3), (f)(4)(i and ii), (f)(5)(i through iii) and (f)(6); 8.4 (Misconduct) including (a), (b) and (c); 1.4 (Communication) including (a) and (b); and 1.5 (Fees) including (a)(1 through 8) and (b).

The Chair next asked whether either Counsel had any evidence to present regarding sanctions or mitigating and/or aggravating circumstances. Respondent's counsel offered nothing further. Bar counsel presented Complainant, Elizabeth A. Wright ("Ms. Wright") to testify as to the impact of Mr. Cecil's conduct on her family.

After being duly sworn, Ms. Wright testified in compelling fashion about the adverse consequences inflicted upon her family because of the conduct of Mr. Cecil. Mr. Cecil's deceitful acts caused a great financial loss to the family preventing one family member from pursuing educational goals. Another family member was unable to finalize the purchase of a home. The entire family incurred additional expenses from the necessity of hiring new legal counsel to close out their parents' estate. Mrs. Wright also testified that beyond the financial aspects of their loss, Mr. Cecil's conduct caused a "violation of our trust that has caused us great strain." This violation of trust is what united the family in their Complaint to the Virginia State Bar. Accordingly, Mrs. Wright asked that Mr. Cecil be sanctioned "in the maximum degree."

Respondent's counsel and Bar counsel were then given the opportunity to make closing statements. Respondent's counsel offered no closing statement. Bar counsel closed by asking the Board to revoke Mr. Cecil's license to practice law as "the only appropriate sanction to protect the public and redress the harm" incurred in this case.

II. DISPOSITION

The Board adjourned to a separate conference call to deliberate the issue of an appropriate sanction. Upon reconvening the full conference call and ascertaining that all participants were again present, the Chair announced the Board's decision that Mr. Cecil's license to practice law in the Commonwealth of Virginia be revoked as of September 25, 2009.

Accordingly, and in conformance with the Board's September 25, 2009 Summary Order in this matter, it is ORDERED that the Respondent David Eugene Cecil's license to practice law in the Commonwealth of Virginia is REVOKED effective September 25, 2009.

It is FURTHER ORDERED that the Respondent comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. He shall forthwith give notice of the revocation of his license to practice law in the Commonwealth of Virginia, by certified mail, return receipt requested, to all clients for whom he is handling matters and to all opposing attorneys and presiding judges in pending litigation. He shall also make appropriate arrangements for the disposition of matters currently in his care in conformity with the wishes of each client. He shall give such notice within fourteen (14) days of the effective date of the revocation and make such arrangements as are required within forty-five (45) days of the effective date of revocation. Within sixty (60) days of the effective date of the revocation, he shall also furnish proof to the Bar that such notices have been timely given and such arrangements made for the disposition of matters. If the Respondent is not handling any client matters on the effective date of his revocation, he must submit an affidavit to that effect to the Clerk of the Disciplinary System.

It is FURTHER ORDERED that all issues concerning the adequacy of the notice and arrangements required by Paragraph 13-29 shall be determined by the Board, unless the Respondent makes a timely request for hearing before a three-judge court.

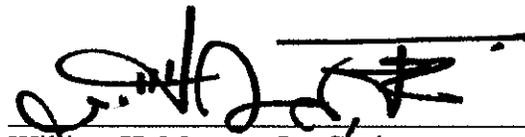
It is FURTHER ORDERED that the Respondent's license shall not be reinstated unless and until the Respondent shall have fully complied with the provisions of Part 6, Section IV, Paragraph 13-25 of the Rules of the Supreme Court.

It is FURTHER ORDERED that pursuant to Part 6, Section IV, Paragraph 13-9E. of the Rules, the Clerk of the Disciplinary System shall assess all costs in this matter against the Respondent; and

The Clerk of the Disciplinary System shall mail an attested copy of this Order, by certified mail, to the Respondent, at 1021 Walnut Street, P.O. Box 1739, Grundy, Virginia 24614, and to his Counsel, Robert Maurice Galumbeck, at 100 West Main Street, P.O. Box 626, Tazewell, Virginia 24651-0626, and shall also hand deliver a copy to Renu Mago Brennan, Assistant Bar Counsel, Virginia State Bar, 707 East Main Street, Suite 1500, Richmond, Virginia 23219-2800.

ENTERED THIS 12th DAY OF OCTOBER, 2009.

VIRGINIA STATE BAR DISCIPLINARY BOARD



William H. Monroe, Jr., Chair