

VIRGINIA:

BEFORE THE SECOND DISTRICT SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

IN THE MATTER OF  
KATHLEENE ANNE CIPRIANO

VS B Docket No. 11-022-086778

SUBCOMMITTEE DETERMINATION  
(PUBLIC REPRIMAND WITHOUT TERMS)

On the 19<sup>th</sup> day of April, 2012, a meeting in this matter was held before a duly convened Second District Subcommittee consisting of Michael A. Beverly, Esquire, Mr. Clarke H. Crenshaw, Sr., lay member, and Paula M. Brody Bruns, Esquire, Chair Presiding.

Pursuant to Part 6, Section IV, Paragraph 13-15.E of the Rules of the Virginia Supreme Court and pursuant to Paragraph 13-15B.4.c, having approved an Agreed Disposition tendered to the Subcommittee by the parties, the Second District Subcommittee of the Virginia State Bar hereby serves upon the Respondent the following PUBLIC Reprimand without Terms :

I. FINDINGS OF FACT

1. At all times relevant hereto, Kathleene Anne Cipriano ("Respondent"), has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. On November 30, 2007, Jennifer L. Nati retained Respondent to represent her in an uncontested divorce. With the retainer agreement, "Legal Representation Employment Contract", Nati authorized Respondent to charge her credit card for legal fees and expenses incurred in the representation.
3. Prior to retaining Respondent, Nati and her husband, Kenneth Nati, separated on October 9, 2007.
4. On December 1, 2007, both Nati and her husband executed a Stipulation and Agreement in accord with their prior agreement as to marital property, support, and child custody and visitation issues.

5. At all times thereafter, Kenneth Nati agreed to and did proceed *pro se* in seeking a final decree of divorce in accord with the aforesaid Stipulation and Agreement.
6. On October 10, 2008, Respondent filed a Civil Complaint for Divorce along with the previously executed Stipulation and Agreement with the Virginia Beach Circuit Court.
7. Respondent filed an amended Civil Complaint for Divorce on or about October 20, 2008. Respondent also filed an Acceptance/Waiver of Service and Waiver of Future Service of Process executed by husband Kenneth Nati. This also provided for a waiver of husband's rights under the Soldier's and Sailor's Civil Relief Act.
8. In the passage of time, Jennifer Nati's circumstances changed necessitating amendments to the Stipulation Agreement. In each instance, Jennifer and Kenneth reached agreements themselves, with Kenneth voluntarily executing amendments that captured the agreements.
9. On January 8, 2009, Jennifer Nati contacted Respondent to learn the status of the pending divorce case and to request an amendment to the Stipulation on visitation and custody issues. Jennifer anticipated the need to return home to Massachusetts later that summer to receive the support of her family while she attended school and raised her son.
10. On February 3, 2009, Jennifer Nati advised Respondent that she and Kenneth had reached full agreement as to the revised custody and visitation terms. On March 12, 2009, Jennifer and Kenneth each executed the revised agreement, Addendum to Stipulation and Agreement.
11. Thereafter, Jennifer Nati continued to press Respondent to proceed and for information on the pending divorce case. Respondent and her office continually assured Jennifer Nati that the matter was being handled expeditiously.
12. By October 9, 2009, Kenneth's reenlistment in the United States Navy was imminent, presenting the new issue of his reenlistment bonus.
13. Based upon the parties' own agreement, Respondent drafted a Second Addendum providing Jennifer Nati with a 25% share of Kenneth's reenlistment bonus of \$90,000. The parties each executed this on November 18, 2009.

14. On August 12, 2010, Jennifer Nati left a message for Respondent demanding a court date by the end of the month.
15. On August 13, 2010, Respondent advised Jennifer Nati that the Final Decree had already been drafted, “still take some time after fwding to ct bc LC will rev before hrg set—will advise as soon as hear from ct.”
16. After Jennifer Nati advised Respondent that the court had no record of receiving the Final Decree for review, Respondent advised Jennifer Nati on September 8, 2010 that she would check with the law clerk and “shoot for next hearing date, next sched avail 10/5/10.”
17. Respondent filed the sketch final decree to the Court for review and approval on October 14, 2010.
18. On October 14, 2010, the Court issued its rejection to Respondent of the sketch final decree.
19. Respondent failed to advise Jennifer Nati of the rejection. Nati learned about the rejection on November 18, 2010 from court personnel.
20. On or about February 11, 2011, Jennifer Nati retained Valerie Huber to finalize her divorce.
21. On February 14, 2011, Huber wrote to Respondent advising of her representation of Jennifer Nati and demanded that Respondent forward Nati’s file to Huber. Therein, Huber enclosed an executed authorization for the file release. Respondent acknowledged said demand on February 24, 2011 and agreed to forward the file “under separate cover.”
22. Notwithstanding Huber’s February 14, 2011 demand and Respondent’s acknowledgement, Huber was forced to repeat the demand for the file on March 14, 2011.
23. Notwithstanding said demands, Respondent failed to provide Jennifer Nati’s file to Huber until April 8, 2011.
24. As successor counsel, Huber finalized the matter and obtained a final decree of divorce on June 14, 2011.

25. There is a dispute as to why this matter pended from 2008. The bar's evidence is that at all times the Natis desired to proceed with the Final Divorce as they had resolved all issues. Respondent's evidence is that Ms. Nati requested delays in order to ensure her entitlement to additional benefits of the marriage and further due to Natis' failure to provide an accurate date of marriage from the inception of the representation.
26. In the course of the representation Complaint contacted Respondent numerous times with requests for information about the status of her case. Respondent agrees that her responses to said requests and her efforts to keep Complainant reasonably informed about the status of the matter were inadequate.

## II. NATURE OF MISCONDUCT

Such conduct by Kathleene Anne Cipriano constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

### **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 1.16   Declining Or Terminating Representation**

- (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, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client's new counsel 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. Also upon termination, the client, upon request, must also be provided within a reasonable time 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); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected 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. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

### III. PUBLIC REPRIMAND WITHOUT TERMS

Accordingly, it is the decision of the subcommittee to impose a PUBLIC REPRIMAND WITHOUT TERMS and the Respondent is hereby so reprimanded.

Pursuant to Paragraph 13-9.E the Clerk of the Disciplinary System shall assess costs.

#### SECOND DISTRICT SUBCOMMITTEE OF THE VIRGINIA STATE BAR

By

  
\_\_\_\_\_  
Paula M. Brody Bruns  
Chair

#### CERTIFICATE OF SERVICE

I certify that on the 17<sup>th</sup> day of May, 2012, I caused to be mailed by certified mail a true and correct copy of the Subcommittee Determination (PUBLIC Reprimand Without Terms) to Kathleene Anne Cipriano, Esquire, Respondent, at, W. Ware Morrison, PLLC, 2628 Barrett Street, Virginia Beach, VA 23452, her last address of record with the Virginia State Bar.

  
\_\_\_\_\_  
Paul D. Georgiadis  
Assistant Bar Counsel