

VIRGINIA:

BEFORE THE FIFTH DISTRICT SUBCOMMITTEE SECTION I
OF THE VIRGINIA STATE BAR

In the Matter of Neville Paul Crenshaw
VSB Docket No. 10-051-080819

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On the 16th day of April, 2012, a meeting in these matters was held before a duly convened subcommittee of the Fifth District Committee Section I, consisting of John E. Coffey, Esquire, James R. Carroll, Lay Member, and Brendan D. Harold, Esquire, presiding.

Pursuant to Part 6, Section IV, Paragraph 13-15.4.c of the Rules of the Virginia Supreme Court, this subcommittee of the Fifth District Committee Section I of the Virginia State Bar hereby serves upon the Respondent the following Agreed Disposition of a Public Reprimand with Terms:

I. FINDINGS OF FACT

1. At all times relevant hereto, the Respondent, Neville Paul Crenshaw, Esquire (hereinafter "the Respondent"), has been an attorney licensed to practice law in the Commonwealth of Virginia.

2. Angela Dorchelle Richardson, Complainant in this matter, retained Respondent on or around August 5, 2008, to assist her with an uncontested divorce. Complainant paid Respondent \$1,500.00 to represent her.

3. In or around June, 2009, Respondent left the firm with which he was associated, taking Complainant's case with him. He failed, however, to advise Complainant of his departure from the firm and failed to provide her with forwarding contact information.

4. Some weeks later, Respondent contacted Complainant and provided a post office box and telephone number for her to use to reach him. Thereafter, Respondent neglected Complainant's case, failed to keep Complainant informed of what was transpiring in her case, failed to return Complainant's telephone calls or respond to email and other messages.

5. On July 30, 2009, counsel for Complainant's husband sent Respondent a fully executed Final Decree of Divorce. Respondent needed only to file this Final Decree with the court in order to complete the case and obtain his client's uncontested divorce. Respondent never filed the Final Decree of Divorce, and he failed to respond to opposing counsel's telephone calls to him inquiring about the status of the case.

6. Due to Respondent's failure to respond to either his client or opposing counsel, Complainant successfully moved the Fairfax County Circuit Court to remove Respondent as her counsel. On October 19, 2009, an Order was entered removing Respondent since the court found that he had, "... failed to progress the case and keep in touch with his client." Thereafter, Complainant proceeded *pro se* and finalized her divorce herself, with the help of opposing counsel. A Final Decree was entered on December 30, 2009.

7. By letter dated September 1, 2009, a copy of this complaint was sent to Respondent with a demand that he provide a written response thereto within twenty-one (21) days, as is his obligation under applicable rules. Respondent failed to provide a written or other response to the complaint as is his obligation under Rule of Professional Conduct 8.1(c).

8. Also on or around September 1, 2011, this matter was referred for further investigation, and Respondent was so advised by letter on that date.

9. Incident to that investigation, Virginia State Bar Investigator David G. Fennessey conducted an interview of Respondent on December 1, 2011. During this interview, Respondent stated that he did not recall having received the above letters from the Virginia State Bar and stated that if he had, he would have filed a response to the complaint.

10. During this interview, Respondent admitted that he had received the fully executed Final Decree of Divorce from opposing counsel yet had failed to file it with the court. Respondent was unable to give any reason for his failure to complete his client's case, stating only that he "dropped the ball." Upon Investigator Fennessey's inspection of Respondent's file, the original Final Decree was located therein.

11. Also during this interview, Respondent represented to Investigator Fennessey that he would be willing to refund some of the fees paid to Complainant since he had failed to complete the work he was hired to perform.

12. Finally, during this interview, Respondent also advised Investigator Fennessey that he could not explain his failure to communicate with his client and keep her informed of what was transpiring in her case.

13. Since the date of the above referenced interview, Investigator Fennessey contacted Complainant to determine what, if any refund, Respondent had made to her of fees paid. Complainant reported that no refund had been made. Accordingly, on March 2, 2012, Investigator Fennessey contacted Respondent to inquire as to why he had failed to make the promised refund. Respondent stated that he did not do so since he had no current address for Complainant. Investigator Fennessey provided this information to him, and on or around March

6, 2012, Respondent refunded \$900.00 to Complainant, who has confirmed her receipt of this check.

II. NATURE OF MISCONDUCT

Such conduct by Neville Paul Crenshaw, Esquire constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

Such conduct by Neville Paul Crenshaw constitutes violations of the following provisions of the Rules of Professional Conduct:

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.
- (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 1.16 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, 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.

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, 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[.]

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, it is the decision of the subcommittee to offer the Respondent an opportunity to comply with certain terms and conditions, compliance with which will be a predicate for the disposition of a Public Reprimand with Terms of this complaint. The terms and conditions are:

1. The Respondent has stated his intention, within six (6) months following issuance of this Determination, to retire from the active practice of law, and with the exception of two (2) outstanding matters, has already wound down his practice. Accordingly, Respondent shall,

within six (6) months following issuance of this Determination, notify the Virginia State Bar of his retirement, requesting that his name be removed from the rolls of attorneys Active in Good Standing, and placed upon the rolls of Retired attorneys.

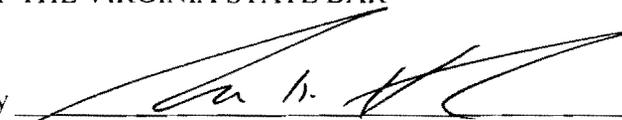
2. The Respondent shall promptly inform Assistant Bar Counsel Kathleen M. Uston, 707 East Main Street, Suite 1500, Richmond, VA 23219, **in writing**, that he has notified the Virginia State Bar of his retirement and certify that he has requested that his name be removed from the rolls of attorneys Active in Good Standing, and placed upon the rolls of Retired attorneys.

Upon satisfactory proof that such terms and conditions have been met, this matter shall be closed. If the terms and conditions are not met within the specified time frame, or are otherwise violated by the Respondent, this matter shall be certified to the Disciplinary Board for sanction determination pursuant to Part Six, Section IV, Paragraph 13-15.G of the Rules of Court.

Pursuant to Part Six, Section IV, Paragraph 13-9.E.1 of the Rules of Court, the Clerk of the Disciplinary System shall assess costs.

FIFTH DISTRICT SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

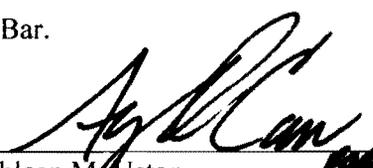
By



Brendan D. Harold
Subcommittee Chair

CERTIFICATE OF SERVICE

I certify that on this ~~30th~~ day of APRIL, 2012, I mailed by Certified Mail a true and correct copy of the Subcommittee Determination (Public Reprimand with Terms) to the Respondent, Neville Paul Crenshaw, Esquire, at 14019 Rose Lodge Place, Chantilly, VA 20151, his last address of record with the Virginia State Bar.



Kathleen M. Uston
Assistant Bar Counsel