

VIRGINIA:

*Before the Virginia State Bar Disciplinary Board*

*In the Matter of*

*Matthew Bennett Greene*

*VSB Docket Nos. 08-041-075456 and 08-041-075121*

*Attorney at Law*

*On November 10, 2009, came Matthew Bennett Greene and presented to the Board an Affidavit Declaring Consent to Revocation of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when disciplinary charges are pending, he admits that the charges in the attached Affidavit Declaring Consent to Revocation document are true.*

*The Board having considered the said Affidavit Declaring Consent to Revocation, and Bar Counsel having no objection, the Board accepts his Affidavit Declaring Consent to Revocation. Accordingly, it is ordered that the license to practice law in the courts of this Commonwealth heretofore issued to the said Matthew Bennett Greene be and the same hereby is revoked, and that the name of the said Matthew Bennett Greene be stricken from the Roll of Attorneys of this Commonwealth.*

Entered this 10<sup>th</sup> day of November, 2009

*For the Virginia State Bar Disciplinary Board*

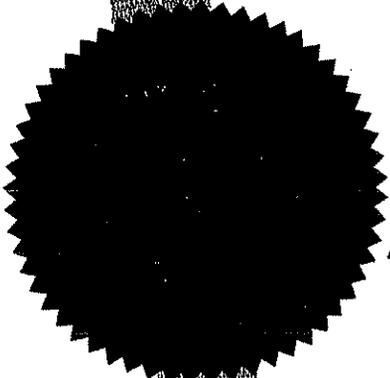
By *Barbara S. Lanier*  
*Barbara Sayers Lanier, Clerk of the Disciplinary System*

**TO ALL TO WHOM** these presents may come, I, **Mark Kober-Smith**, Notary Public, of 6 Carlos Place London W1K 3AP, England duly admitted and sworn

**DECLARE** that the attached Affidavit Declaring Consent to Revocation was sworn before me by **MATTHEW BENNETT GREENE** who was identified to me to by his USA passport

**IN FAITH AND TESTIMONY** hereof I the said notary have put my name and affixed my seal of office at London this 6th day of November 2009

This certificate may only be relied on the express condition that any issues of interpretation and liability arising therefrom will be governed by English law and it is subject to the Terms and Conditions of Kober-Smith & Associates, Notary Public - which include a limitation of liability clause  
No statement is made about the content of the document



**KOBER-SMITH & ASSOCIATES – NOTARY PUBLIC**  
6, Carlos Place London W1K 3AP  
TEL : 020 7499 2605 FAX: 0207 907 9939

RECEIVED

VIRGINIA:

BEFORE THE DISCIPLINARY BOARD  
OF THE VIRGINIA STATE BAR

NOV 10 2009

IN THE MATTER OF MATTHEW BENNETT GREENE, ESQUIRE  
VSB DOCKET NUMBERS 08-041-075456; 08-041-075121

VSB CLERK'S OFFICE

AFFIDAVIT DECLARING CONSENT TO REVOCATION

MATTHEW BENNETT GREENE, after being duly sworn, states as follows:

1. That he was licensed to practice law in the Commonwealth of Virginia on April 16, 1998;

2. That pursuant to Part 6, Section IV, Par. 13-28 of the *Rules of Virginia Supreme*

*Court*:

a. his consent to revocation is freely and voluntarily rendered, that he is not being subjected to coercion or duress, and that he is fully aware of the implications of consenting to a Revocation of his license to practice law in the Commonwealth of Virginia;

b. he is aware that there are currently pending complaints against him involving allegations of misconduct, the nature of which are set forth in Exhibit A attached hereto, the contents of which are hereby incorporated by reference as if fully set forth in this Affidavit;

c. he acknowledges that the material facts upon which the allegations of Misconduct are predicated, as set forth in the attached Exhibit A, are true; and

d. he submits this Affidavit and consents to the Revocation of his license to practice law in the Commonwealth of Virginia because he knows that if disciplinary Proceedings based on the alleged Misconduct were prosecuted to a conclusion, he could not successfully defend them.

3. That he understands that, pursuant to Part 6, Section IV, Par. 13-28 of the *Rules of Virginia Supreme Court*, the admissions offered in this Affidavit shall not be deemed an admission in any proceeding except one relating to his status as a member of the Bar.

Executed this 06 day of November, 2009.

[Signature]  
MATTHEW BENNETT GREENE

COUNTRY OF UNITED KINGDOM  
CITY/COUNTY OF London, to wit:

I, MARK JONATHAN KOBER-SMITH, a Notary Public in the state aforesaid, do hereby certify that MATTHEW BENNETT GREENE appeared in person before me in the City/County of London, United Kingdom, on this 6th day of NOVEMBER, 2009, and was by me duly sworn and thereupon executed in my presence and acknowledged to me the truth and voluntariness of the foregoing Affidavit

Declaring Consent to Revocation and Statement

GIVEN under my hand this 6th day of November, 2009.

[Signature]  
Notary Public

My Commission expires: AT DEATH.

Mark Kober - Smith - Notary Public  
6 Carlos Place, London W1K 3AP  
Tel: 020 7499 2685  
www.notarypublicinlondon.com

SEEN WITH NO OBJECTION TO ENTRY OF AN ORDER BY THE VIRGINIA STATE BAR DISCIPLINARY BOARD REVOKING RESPONDENT'S LICENSE TO PRACTICE LAW IN VIRGINIA:

[Signature]  
KATHLEEN M. USTON, ESQUIRE  
Assistant Bar Counsel

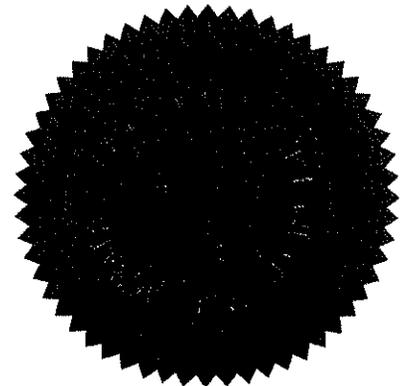


EXHIBIT "A"

**AS TO VSB DOCKET NUMBER 08-041-075456 (Complainant Michael J. Hahl)**

1. On or around June 1, 2007, the Complainant, Michael J. Hahl, signed an Agreement for Preparation of Investment Project with STILAS International Law Services, P.A., the Respondent's firm (hereinafter the "STILAS").

2. This Agreement identified the parties to the contract as "STILAS International Law Services, P.A. hereinafter referred to as STILAS in the role of Law Firm," and the Complainant's company, Ready for Golf, Inc., identified as the "Client." This Agreement defined the subject matter of the contract as STILAS' and the Respondent's provision of "professional services in the role of a law firm" and outlined the respective obligations of the parties, with the Respondent and his law firm agreeing *inter alia* to prepare a Business Plan for the Complainant in addition to pursuing funding for the project.

3. The Agreement contained STILAS' "guarantee" that "tangible work product of independent commercial value created during the Preparation Process **will be delivered to Client in a timely manner.**" The "tangible work product" included a promised Business Plan/Due Diligence package for presentation to lenders. The Agreement also recited that STILAS would "complete and provide the final work product of the Preparation Process within a reasonable period of time."

4. Because of the unique nature of the real property the Complainant sought to acquire, time was of the essence, and this fact was communicated to STILAS.



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5. Based upon these communications, the Complainant completed the necessary application with STILAS, revealing in that application the facts that property acquisition had yet to occur and, in fact, was the primary reason the funding was being sought, and that as a result, no Letter of Intent with the property owner had yet been prepared, no permits had yet been sought or obtained, and no down payment had yet been made on the property.

6. The Respondent also required payment by the Complainant of \$85,000.00. The Complainant wired the funds required to the Respondent's Wachovia bank account located in Alexandria, Virginia.

7. Approximately three (3) months after wiring the \$85,000.00 to the Respondent and/or STILAS, the Complainant became concerned by the fact that his project did not appear to be showing progress that would permit timely acquisition of the real property. The Complainant thereafter attempted to contact the Respondent to determine the status of his project. These efforts to communicate with the Respondent continued over the course of the next months and were not timely responded to, if responded to at all.

8. The Respondent then sent the Complainant a written termination of the contract without having provided any tangible work product.

9. The Respondent has failed to return the Complainant's \$85,000.00, or to account for how it was applied or earned.

**AS TO VSB DOCKET NUMBER 08-041-075121 (Complainant Scott A. Parks)**



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10. On or around October 24, 2007, the Complainant, Scott A. Parks, signed an Agreement for Preparation of Investment Project with STILAS International Law Services, P.A., the Respondent's firm (hereinafter the "STILAS").

11. This Agreement identified the parties to the contract as "STILAS International Law Services, P.A. hereinafter referred to as STILAS in the role of Law Firm," and the Complainant's company, PTC Holdings, LLC, identified as the "Client." This Agreement defined the subject matter of the contract as STILAS' and the Respondent's provision of "professional services in the role of a law firm" and outlined the respective obligations of the parties, with the Respondent and his law firm agreeing *inter alia* to prepare a Business Plan for the Complainant in addition to pursuing funding for the project.

12. The Agreement contained STILAS' "guarantee" that "tangible work product of independent commercial value created during the Preparation Process **will be delivered to Client in a timely manner.**" The "tangible work product" included a promised Business Plan/Due Diligence package for presentation to lenders. The Agreement also recited that STILAS would "complete and provide the final work product of the Preparation Process within a reasonable period of time."

13. Because of the unique nature of the real property the Complainant sought to develop, time was of the essence, and this fact was communicated to STILAS.

14. Based upon these assurances, the Complainant completed the necessary application with STILAS.



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15. The Respondent also required payment by the Complainant of \$110,000.00. The Complainant wired the funds required to the Respondent's Wachovia bank account located in Alexandria, Virginia.

16. Approximately four (4) months after wiring the \$110,000.00 to the Respondent and/or STILAS, the Complainant became concerned by the fact that his project did not appear to be showing progress. The Complainant thereafter attempted to contact the Respondent to determine the status of his project. These efforts to communicate with the Respondent continued over the course of the next months and were not timely responded to, if responded to at all.

17. The Respondent has failed to return the Complainant's \$110,000.00, or to account for how it was applied or earned.

18. The parties stipulate that the Virginia State Bar shall not be bound by the contents of this Affidavit if and when the Respondent may seek reinstatement of his license to practice law in the Commonwealth of Virginia. The parties further stipulate that the Virginia State Bar may seek to introduce into evidence at any such proceeding any and all information heretofore or hereafter obtained in connection with the investigation of these matters.

19. The parties further stipulate that this Exhibit A shall not be interposed by the Respondent as a defense to any claim(s) made by the Complainants herein to the Clients' Protection Fund.



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