

VIRGINIA:

BEFORE THE SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
EDGAR RAWLINGS JONES

VSB Docket No. 07-060-070895

SUBCOMMITTEE DETERMINATION
PUBLIC ADMONITION WITHOUT TERMS

On February 12, 2010 a meeting in this matter was held before a duly convened Sixth District Subcommittee consisting of Michael Heikes, Esquire, Donald Buckless, Lay member, and William Neely, esquire, presiding.

Pursuant to Part 6, Section IV, Paragraph 13-15.B.4. of the Rules of the Virginia Supreme Court, the Sixth District Subcommittee of the Virginia State Bar hereby serves upon the Respondent the following Public Admonition Without Terms:

I. FINDINGS OF FACT

1. At all times relevant hereto, Edgar Rawlings Jones (hereinafter "the Respondent"), has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. Complainant Jackie Donovan, (hereinafter "the Complainant"), hired the Respondent in June of 2002 to represent her in an Equal Employment Opportunity case against the United States Postal Service, on the grounds of disability discrimination. The Respondent states he was hired to also pursue a possible OWCP claim, a claim analogous to a Worker's Compensation Case with the claimant/ petitioner being a federal employee. The Complainant paid an advanced fee of \$500.
3. It appears from the documentation provided to the bar that miscommunication existed between the Complainant and the Respondent as to whether or not he had been

terminated from representation and re-hired. The misconduct alleged below is not predicated upon legal representation that should have taken place during the period of confusion as to whether the Respondent was counsel of record.

4. On or about March 4, 2003, the Respondent acknowledged via correspondence the termination of representation. By letters to the Respondent dated April 2, 2003 and May 2, 2003, the Complainant requested the return of her file, which included records that she had provided.

The Complainant, not having received her file in the more than four years since her request, filed a bar complaint on June 8, 2007, seeking assistance for that purpose.

II. NATURE OF MISCONDUCT

Such conduct by Edgar Rawlings Jones constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.16 Declining Or Terminating Representation

- (c) 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.

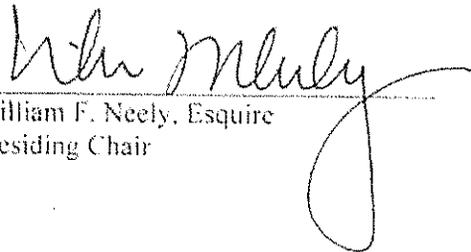
III. PUBLIC ADMONITION WITHOUT TERMS

Accordingly, it is the decision of the subcommittee to impose a Public Admonition Without Terms and Edgar Rawlings Jones is hereby so admonished.

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

SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

By:


William F. Neely, Esquire
Presiding Chair

CERTIFICATE OF MAILING

I certify that on MARCH 4, 2010, I caused to be mailed by Certified Mail, Return Receipt Requested, a true and complete copy of the Subcommittee Determination (Public Admonition Without Terms) to Edgar Rawlings Jones, Respondent, at PO Box 3696, Williamsburg, VA 23187, Respondent's last address of record with the Virginia State Bar.

Marian L. Beckett

Marian L. Beckett
Assistant Bar Counsel