

VIRGINIA:

BEFORE THE SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
VERNON KEEVE, JR.

VS. B Docket No. 05-060-3437

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)

On September 8, 2009 a hearing in this matter was held before a duly convened Sixth District Subcommittee consisting of Christopher A. Abel, Esquire, Kay V. Forrest, Lay Member, and Jean P. Dahnk, Esquire, presiding.

Pursuant to Part 6, Section IV, Paragraph 13-15.E. 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 REPRIMAND:

I. FINDINGS OF FACT

1. At all times relevant hereto, Vernon Keeve, Jr., (hereinafter "the Respondent"), has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. Complainant Melissa Trapp, (hereinafter "the Complainant"), hired the Respondent in March of 2002 following a March 21, 2002 two-vehicle automobile accident. The Complainant was insured by USAA, and the driver of the other vehicle was insured by GEICO. The Complainant and the Respondent entered into a contingency fee agreement by which the Respondent would receive 33 1/3 per cent of any settlement or recovery.
3. Both the Complainant and the Respondent allege difficulties in communication

caused by the other during the course of representation. No violations of the Rules of Professional Conduct are alleged by the bar based on the parties' cross allegations of failure to communicate.

4. Following the accident the Complainant was treated by several health care providers. Both the Complainant and the Respondent signed Assignment and Authorization contracts with neurologist V. Sharma, M.D., Phillips & Green, M.D. Limited Partnership, and Washington Neurosurgical Associates, P.C.¹ Evidence of medical services by additional health care providers was submitted by both the Complainant and the Respondent. The Authorizations and Assignments directed the Respondent to pay the charges for medical services from the proceeds of any recovery received on behalf of the Complainant.

5. During the course of the representation the Respondent failed to communicate with certain of the health care providers and creditors.

6. The Respondent notified GEICO by letter dated March 29, 2002 that he was Counsel for the Complainant. Although the Complainant had begun treatment immediately following the accident, the Respondent did not provide any evidence of medical treatment or expenses to GEICO for at least the first 18 months after the representation began. Debbie Bradshaw, the case claims examiner from GEICO, made repeated requests for information regarding medical bills by correspondence dated September 12 and October 23, 2003, and again

¹ The Assignment and Authorization for Dr. Sharma was executed by the Complainant on March 21, 2002, and by the Respondent on April 2, 2002; the Assignment and Authorization for Phillips & Green was executed by the Complainant on March 26, 2002 and by the Respondent on June 6, 2002; and the Authorization and assignment as to Washington Neurological Associates, P.C. was executed by the Complainant on an unknown date and by the Respondent on September 9, 2002.

on August 21, 2004. Ms. Bradshaw made additional requests for information regarding medical treatment, costs and the status of the case via telephone on September 26 and November 14, 2002; on May 15, October 23, and November 19, 2003; and on February 9, April 4, May 13, June 9, July 22, and October 6, 2004.

7. Ms. Bradshaw was able to speak with the Respondent on only one occasion prior to GEICO's offer to settle the case.

8. Documentation provided to the bar indicates that Deanna Heinrich of Healthcare Recoveries contacted the Respondent by telephone, facsimile and letter attempting to obtain information regarding the status of the case on April 15, June 3, and December 8 of 2003; January 14, January 16, March 25, April 27, July 16 and August 12 of 2004; and March 22 and April 26 of 2005. The Respondent failed to respond to the referenced contacts. Via correspondence dated May 2, 2005, Ms. Heinrich informed the Complainant that calls placed to the Respondent on March 22, 2005 and April 26, 2005 had not been returned. The letter further requested the Complainant to intervene and seek to have the Respondent call Miss Heinrich.

9. Cindy Marzec and Karen Jones, representatives of Medcorp Health services, attempted to contact the Respondent on numerous occasions including June 4, October 6, October 18, and October 25 of 2004; and January 12, 2005 to determine the status of the case. The Respondent did not respond to the contacts referenced. Warrants in Debt were filed against the Complainant in an attempted to collect fees owed to Mary Washington Hospital and Medical Imaging of Fredericksburg. After filing the Warrants in Debt against the Complainant, Ms. Marzec reached an agreement with the Respondent to suspend collection actions for a period of one year. No payment was received by the Respondent during the ensuing agreed upon 12 month period. The Respondent eventually spoke with Ms. Marzec on January 13, 2005, and they

reached an agreement to discount the bills by 25 % for a period of thirty days. The Respondent did not make payments or contact Ms. Marzec during the 30 day period. On the 31st day, Ms. Marzec called the Respondent but received no response.

10. Mary Washington Hospital thereafter proceeded with its Warrant in Debt. The Complainant informed Virginia State bar investigator O. Michael Powell during an interview regarding this matter held on June 8, 2005, that Mary Washington Hospital not only reinstated the full fee amount, but also placed a lien on the Complainant's home to assure payment of the outstanding charges. Documentation provided during the investigation of the matter indicates that Medical Imaging of Fredericksburg received a judgment in its favor on September 12, 2003 on the Warrant in Debt, and subsequently filed a lien on the Complainant's real estate on July 7, 2004 for the unpaid judgment.

11. During the same interview referenced above, the Complainant informed investigator Powell that she had been told by Debbie Rogers, a representative of USAA, the Complainant's insurance company, that Ms. Rogers had neither spoken with the Respondent nor had she been contacted by him during the 18 months she handled the case.

12. GEICO initially denied the Complainant's claim on the grounds that she was at fault for the collision by failing to keep control of her vehicle. To protect the Complainant's rights, the Respondent filed a Motion For Judgment on March 11, 2004, in the Circuit Court for Stafford County. Venue was later changed to a preferred venue pursuant to a motion filed by GEICO.

13. During the course of litigation counsel for GEICO propounded discovery to which the Respondent failed to respond, necessitating the filing of a Motion to Compel by GEICO. The Respondent failed to appear at the June 25, 2004 hearing on the Motion, which was granted.

14. In the fall of 2004 GEICO offered a settlement in the amount of \$25,000 which was accepted by the Complainant. The settlement check was endorsed by the Complainant on November 16, 2004, and Respondent deposited the funds in his IOLTA account. At the time of settlement the amount of medical expenses owed was \$19,493.12 and the Respondent's legal fees totaled \$8,333.33 plus costs.

15. On or about May 9, 2005, the Respondent filed a Bill of Interpleader in the Circuit Court of Stafford County requesting the Court to determine an appropriate disbursement of the settlement funds among the Complainant's creditors and counsel. The Respondent did not inform the Complainant of his intention to file the Bill of Interpleader prior to doing so.

16. An Order of Substitution of Counsel was entered by the Circuit Court of Stafford County on September 6, 2005, causing attorney Jon Mains to become counsel of record for the Complainant.

II. NATURE OF MISCONDUCT

Such conduct by Vernon Keeve, Jr. constitutes misconduct in violation 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 1.15 Safekeeping Property

- (c) A lawyer shall:
- (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.

RULE 1.16 Declining Or Terminating Representation

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
- (2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; [or]

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (a) Obstruct another party's access to evidence or alter, destroy or conceal a document or other material having potential evidentiary value for the purpose of obstructing a party's access to evidence. A lawyer shall not counsel or assist another person to do any such act.
- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.

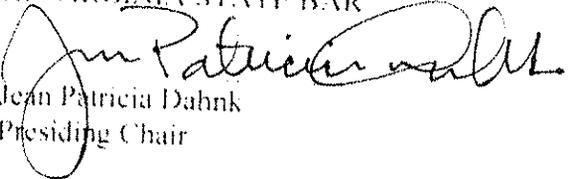
III. PUBLIC REPRIMAND

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.

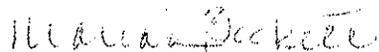
SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

By


Jean Patricia Dahnk
Presiding Chair

CERTIFICATE OF SERVICE

I certify that on 1 December, I caused to be mailed by Certified Mail, Return Receipt Requested, a true and correct copy of the Subcommittee Determination (Public Reprimand Without Terms) to Vernon Keeve, Jr., Esquire, Respondent, at, 4101 Lafayette Boulevard, P.O. Box 7372, Fredericksburg, VA 22404-7372, his last address of record with the Virginia State Bar, and by regular mail to Craig S. Cooley, Esquire, Respondent's Counsel, at 3000 Idlewood Avenue, P.O. Box 7268, Richmond, VA 23221



Marian L. Beckett
Assistant Bar Counsel