

VIRGINIA:

**BEFORE THE SECOND DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
CARL CHRISTEN LA MONDUE**

**VSB Docket No. 09-022-079574
(Tylicia Anderson)**

**SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)**

On the 18th day of March, 2010, a hearing in this matter was held before a duly convened Second District Subcommittee consisting of Kara M. O'Brien, Esquire, member, Ms. Elizabeth Martingayle, lay member, and Bobby W. Davis, Esquire, Chair. The subcommittee was convened at the request of Carl Christen La Mondue, ("Respondent") and the Virginia State Bar, by its Assistant Bar Counsel Paul D. Georgiadis, to consider an agreed disposition. The parties made the request immediately prior to the scheduled full district committee hearing of this matter on the same day, and the District Committee had convened. For their agreed disposition, the parties proffered their respective evidence on the record before court reporter Melinda Crowling of Ron Graham and Associates. At the conclusion of Respondent's proffered evidence, Respondent affirmatively agreed that the bar had clear and convincing evidence for the misconduct as set forth in the Charges of Misconduct dated November 5, 2009, agreed that such evidence supported findings of Rule violations as set forth in the same Charges of Misconduct, and agreed to a sanction of a Public Reprimand without Terms.

Pursuant to Part 6, Section IV, Paragraph 13-15.E. of the Rules of the Virginia Supreme Court, 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, Carl Christen La Mondue ("Respondent"), has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. On or about December 15, 2007, Tylicia Thorogood Anderson retained Respondent for a contested divorce from her husband. Ms. Anderson sought to overturn a Separation and Property Settlement Agreement she had previously entered into.
3. After hearing argument on May 8, 2008 the Chesapeake Circuit Court issued an order affirming the validity of the contested Separation and Property Settlement Agreement.
4. Thereafter the parties agreed independently of their counsel to pursue an uncontested divorce.
5. On October 31, 2008, Mr. Anderson's attorney, Wayne Sprinkle, wrote to Respondent that the parties had reached an agreement among themselves as to remaining issues, set forth such agreement in his letter, and asked Respondent to contact him.
6. On November 7, 2008, Ms. Anderson sent Respondent a letter by facsimile in which she unconditionally terminated his representation of her.
7. Notwithstanding such unconditional termination, Respondent responded to Ms. Anderson by letter dated November 8, 2008, "please let me know how you wish to proceed."
8. Thereafter, Respondent and Ms. Anderson spoke. Ms. Anderson allowed Respondent to continue the representation when Respondent advised he would contact opposing counsel Sprinkle to see what steps could be taken to finalize the divorce.
9. Notwithstanding Respondent's affirmation of his duty to proceed, Respondent thereafter failed to take steps to finalize the uncontested divorce.
10. When Ms. Anderson contacted Respondent regarding the status of the divorce, Respondent, through his office, advised that he would neither proceed nor withdraw from the representation until his outstanding legal fees and costs were paid in full.
11. On March 13, 2009, opposing counsel Sprinkle wrote to Respondent advising again that the parties wished to proceed on an uncontested basis and that Ms. Anderson wished for Respondent to withdraw. Sprinkle included a sketch decree of withdrawal for Respondent's endorsement and filing. Receiving no response thereto, Sprinkle's

office telephoned Respondent's office on April 8, April 23, and April 24 only to be advised that the file could not be located. In a second telephone call on April 24, 2009, Respondent's office advised Sprinkle's office that Respondent would neither proceed nor withdraw until Ms. Anderson paid outstanding legal fees and costs in full.

12. From November 14, 2008 through May 12, 2009, Respondent's sole action in this matter consisted of efforts to collect unpaid legal fees and costs from Ms. Anderson.
13. Only after Ms. Anderson filed this bar complaint did Respondent move to withdraw from the representation.
14. Ms. Anderson obtained her divorce on September 16, 2009.

II. NATURE OF MISCONDUCT

Such conduct by Carl Christen La Mondue constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.3 Diligence

- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.

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:

...

- (3) the lawyer is discharged.

III. PUBLIC REPRIMAND

Accordingly, it is the decision of the subcommittee to accept the agreed disposition of the parties and to impose a PUBLIC Reprimand without Terms and the Respondent is hereby so reprimanded.

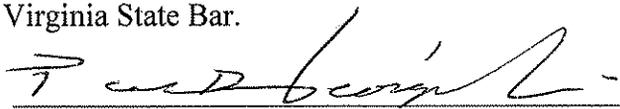
Pursuant to Paragraph 13-9.E. the Clerk of the Disciplinary System shall assess costs.

SECOND DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

By 
Bobby Wayne Davis
Chair

CERTIFICATE OF SERVICE

I certify that on the 27th day of March, 2010, 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 Carl Christen La Mondue, Esquire, Respondent, at, La Mondue Law Firm, P.L.C., Suite 400, 500 East Plume Street, Norfolk, VA 23510, his last address of record with the Virginia State Bar.


Paul D. Georgiadis
Assistant Bar Counsel