VIRGINIA: BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
WILLIAM SHAWN MCDANIEL

VSB Docket Numbers
13-102-095422
13-102-095547
13-102-095732
14-102-096290
14-102-096442
14-102-096421

ORDER

This matter came to be heard on May 16, 2014, pursuant to a Notice of Hearing on the Subcommittee Determination (Certification), as to VSB Docket Numbers 13-102-095422, 13-102-095547, 13-102-095732, 14-102-096290, 14-102-096442, and 14-102-096421 alleging that Respondent William Shawn McDaniel ("Respondent") violated the following Rules of Professional Conduct in the above-mentioned cases (violations of all of the Rules were not sought in each case but are identified herein in totality): 1.3(a): Diligence; 1.4(a) and 1.4(b): Communication; 1.15(a)(1), 1.15(b)(4), 1.15(b)(5), 1.15(c) and 1.15(d)(3): Safekeeping Property; 1.16(d): Declining or Terminating Representation; 8.1(c): Bar Admission and Disciplinary Matters; 8.4(c): Misconduct; 8.5(a), 8.5(b)(1); 8.5(b)2, and 8.5(b)(3); TN 1.3; TN 1.4(b); TN 1.15(c); TN 1.16(d); and TN 8.4(c). Counsel for the VSB later withdrew its claim of a violation of Rule 1:15 (Safekeeping Property) in Case # 13-102-095732.

The Board for this matter consisted of Stephen A. Wannall, Lay Member; T. Tony H. Pham; John S. Barr; Jeffrey L. Marks; and Whitney G. Saunders, 2nd Vice Chair (Presiding). The Virginia State Bar ("VSB") was represented by Edward J. Dillon, Jr., Esquire, Assistant Bar Counsel ("Bar Counsel"). The Respondent was not present and not represented by counsel.

The Chair polled the members of the Board as to whether any of them had any personal or financial interest or bias which would preclude any of them from fairly hearing this matter and serving on the panel, and each member responded that there were no such conflicts. Tracy J. Stroh, a registered professional court reporter, Chandler & Halasz, P.O. Box 9349, Richmond, Virginia 23227 (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

The Hearing was convened at approximately 9:00 a.m.

The following individuals testified on behalf of the VSB: Mary Beth Nash, Investigator for the VSB; and Paula Davis, Respondent in Paula Davis Eller, the claimant in Case #13-102-095732. The Respondent presented no witnesses.

VSB exhibits #1 through 9, as applicable to All Six Certified Matters, were introduced and admitted. All exhibits pertaining to the Paula Davis Eller, Dora Lee McMurray, Connie S. Weaver, Cynthia Collins, Johnny Ray Hurley, and Kayla M. Adcox matters were also introduced and admitted. The Respondent did not offer any exhibits.

The Respondent attempted to make a statement through a letter, but the Panel denied his request to have the letter introduced to the Panel.

Based on the testimony of the witnesses and the admitted exhibits, the Panel makes the following finding of facts:

FINDINGS OF FACTS

Applicable to All Certified Matters

1. At all relevant times, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia.

2. Respondent was admitted to the practice of law in the Commonwealth of Virginia in or about October 1990.

3. From January 1, 2012 through September 30, 2013, Respondent's law firm, W. Shawn McDaniel Attorney PLLC, maintained one business checking account at TriSummit Bank ("TriSummit Checking Account 1") and a second business checking account at TriSummit Bank ("TriSummit Checking Account 2").

4. Between approximately January 26, 2012 and September 30, 2013, the balance of TriSummit Checking Account 1 was $1.99. There were no credits or debits to TriSummit Checking Account 1 during that time period.

5. On or about January 1, 2012, TriSummit Checking Account 2 had a balance of $1,254.96. As of September 30, 2013, the balance of TriSummit Checking Account 2 was $0.00. There were numerous credits and debits to TriSummit Checking Account 2 between January 2012 and September 2013.

6. On or about May 8, 2013, Respondent opened an IOLTA account (the "IOLTA Account") for his law practice with First Bank and Trust Company. As of September 1, 2013, Respondent had not made any deposits into the IOLTA Account. Respondent did not deposit the advanced legal fees received from each of the six former clients referenced in this Certification into the IOLTA Account or any other trust or escrow account as required by Virginia Rule of Professional Conduct 1.15(a)(1).

7. On or about May 8, 2013, Respondent opened a business checking account for his law practice with First Bank and Trust Company (the "First Bank Checking Account"). Respondent made an initial deposit of $430 into the First Bank Checking Account. As of September 2, 2013, the balance of the First Bank Checking Account was $1,842.34. There were numerous credits and debits to the First Bank Checking Account between May 2013 and September 2013.

8. On or about June 5, 2013, Respondent met with Virginia State Bar Investigator Mary Beth Nash (the "Bar Investigator"). During that interview, Respondent told the Bar Investigator that he owed three persons — Paula Eller, Dora McMurray, and Connie Weaver — refunds of all or a portion of advanced legal fees paid by these individuals to Respondent.

9. Prior to the June 5, 2013 interview, Ms. Eller, Ms. McMurray, and Ms. Weaver had each filed Complaints against Respondent with the Virginia State Bar.

10. Respondent also told the Bar Investigator during the June 5, 2013 interview that he generally does not deposit funds received from clients into a trust account, but rather deposits client funds into his business checking account, which serves as the operating account for his law practice. Respondent told the Bar Investigator that he considers his fees to be earned when he undertakes the representation of the client. Despite that

statement, Respondent accepted advanced legal fees from each of the six former clients referenced in this Certification and, for many of those former clients, performed little or no legal services either before or after accepting the advanced legal fee.

11. During the course of the June 5, 2013 interview, the Bar Investigator asked Respondent if he knew of any other clients or former clients to whom he owed refunds of legal fees. Respondent told the Bar Investigator that he did not owe money to any other clients or former clients. Respondent did not tell the Bar Investigator during the June 5, 2013 interview that he had previously accepted advanced legal fees from three other clients — Cynthia Collins, Johnny Hurley, and Kayla Adcox — and that, despite accepting those fees, he had failed to provide legal services to each of these individuals.

12. As of the date of the June 5, 2013 interview, Ms. Collins, Mr. Hurley, and Ms. Adcox had not filed Complaints against Respondent with the Virginia State Bar. Mr. Hurley filed a Complaint against Respondent with the Virginia State Bar on or about July 10, 2013. Ms. Collins filed a Complaint against Respondent with the Virginia State Bar on or about July 19, 2013. Ms. Adcox filed a Complaint against Respondent with the Virginia State Bar on or about July 22, 2013.

13. On or about July 18, 2013, the Virginia State Bar issued a subpoena duces tecum to First Bank & Trust Co. for copies of bank statements, cancelled checks, deposit slips and deposit items for any trust, escrow or operating accounts established for Respondent's law practice for the period from January 1, 2012 to present. First Bank & Trust Co. produced the records to the Virginia State Bar on or about August 8, 2013.

14. On or about August 26, 2013, Respondent met with the Bar Investigator for a second time. During that interview, Respondent told the Bar Investigator that he owed three additional persons — Ms. Collins, Mr. Hurley, and Ms. Adcox — refunds of advanced legal fees paid by these individuals to Respondent.

15. As of August 26, 2013, Respondent owed a combined total of approximately $4,194 in refunds of unearned legal fees to Ms. Eller, Ms. McMurray, Ms. Weaver, Ms. Collins, Mr. Hurley, and Ms. Adcox.

16. As of August 26, 2013, the balance of TriSummit Checking Account 1 was $1.99, the balance of TriSummit Checking Account 2 was $0, the balance of the IOLTA Account was $0, and the balance of the First Bank Checking Account was approximately $2,525.86.

17. In June, July, and August 2013, Respondent made a combined total of approximately $1,542.73 in payments to Amazon Video on Demand from the First Bank Checking Account. Respondent also made a payment of $1,399.80 to Wallace Imports of Bristol, TN from the First Bank

Checking Account on or about August 12, 2013 and made another payment of $1,610.96 to Wallace Imports of Bristol, TN from the First Bank Checking Account on or about August 22, 2013.

18. In or about September 2013, Respondent refunded a combined total of approximately $4,594 to Ms. Eller, Ms. McMurray, Ms. Weaver, Ms. Collins, Mr. Hurley, and Ms. Adcox.

19. On or about September 26, 2013, the Virginia State Bar issued a subpoena duces tecum to TriSummit Bank for copies of bank statements, cancelled checks, deposit slips and deposit items for any trust, escrow or operating accounts for Respondent's law practice for the period from January 1, 2012 to present. TriSummit Bank produced the records to the Virginia State Bar on or about October 7, 2013.

20. On or about September 26, 2013, the Virginia State Bar issued a second subpoena duces tecum to First Bank & Trust Co. for copies of bank statements, cancelled checks, deposit slips and deposit items for any trust, escrow or operating accounts for Respondent's law practice for the period July 1, 2013 to present. First Bank & Trust Co. produced those records to the Virginia State Bar on or about October 15, 2013.

Paula Davis Eller -- VSB Docket No. 13-102-095732

1. In 2009, Paula Eller paid Respondent $1,500 to represent her in a Chapter 13 bankruptcy proceeding in the United States Bankruptcy Court for the Western District of Virginia.

2. Respondent did not deposit the $1,500 advanced legal fee received from Ms. Eller in an escrow account, safe deposit box, or place of safekeeping as required by Virginia Rule of Professional Conduct 1.15(a)(1).

3. Respondent did not keep cash receipts and disbursements journals for his trust accounts, did not keep subsidiary ledgers pertaining to the funds received from Ms. Eller, and did not otherwise comply with the record-keeping requirements of Virginia Rule of Professional Conduct 1.15(c). Furthermore, Respondent did not perform the monthly and quarterly reconciliations in regard to the funds received from Ms. Eller as required by Virginia Rule of Professional Conduct 1.15(d)(3).

4. After losing her job in January 2013, Ms. Eller became concerned that the layoff and a related pension distribution would impact her Chapter 13 bankruptcy plan (the "Bankruptcy Plan") and sought legal advice from Respondent. Respondent initially told Ms. Eller that he would work on a modification of her Bankruptcy Plan.

5. Respondent did not pursue a modification of Ms. Eller's Bankruptcy Plan.

6. In or about February 2013, Respondent told Ms. Eller that he could not modify her Bankruptcy Plan. Ms. Eller requested a refund of a portion of the legal fees she had paid to Respondent, so that she could retain another attorney to modify her Bankruptcy Plan. Respondent agreed to refund to Ms. Eller an amount equal to the fees Ms. Eller had to pay to another attorney to modify her Bankruptcy Plan.

7. Ms. Eller later retained another attorney — at a cost of $300 — to modify her Bankruptcy Plan. Despite his agreement to do so, Respondent did not refund $300 to Ms. Eller.

8. On or about February 8, 2013, Ms. Eller filed a Warrant in Debt in Bristol General District Court (the "Lawsuit") seeking $300 in damages and $58 in costs from Respondent for having to retain another attorney to modify her Bankruptcy Plan.

9. On or about March 5, 2013, the Bristol General District Court entered judgment for Ms. Eller in the Lawsuit and awarded Ms. Eller $300 in damages and interest at the judicial rate.

10. On or about May 15, 2013, Ms. Eller filed a Complaint against Respondent with the Virginia State Bar.

11. By letter dated May 17, 2013, the Virginia State Bar mailed a copy of Ms. Eller's Complaint to Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar, and requested that Respondent submit a written answer to the Complaint within 21 days. The May 17, 2013 letter reminded Respondent of his duty, pursuant to Rule of Professional Conduct 8.1(c), to comply with the Virginia State Bar's lawful demands for information not protected from disclosure by Rule of Professional Conduct 1.6.

12. Respondent did not submit a written answer to Ms. Eller's Complaint. As a result of Respondent's failure to provide a written response, the Tenth District Committee, Section II was unable to gather information from Respondent regarding Ms. Eller's Complaint in a timely fashion.

13. As of June 1, 2013, the balance of TriSummit Checking Account 1 was $1.99 and the balance of TriSummit Checking Account 2 was negative $529.91. As of June 2, 2013, the balance of the First Bank. Checking Account was $3,744.43.

14. In a June 5, 2013 interview, Respondent told the Bar Investigator that he had borrowed funds from his uncle, that he was prepared to refund fees to Ms. Eller and two other clients, and that he would mail a check to Ms. Eller the next day.

15. Respondent did not mail a check to Ms. Eller or otherwise refund the unearned legal fees to Ms. Eller on June 6, 2013 or anytime immediately thereafter.

16. Respondent's bank records show that, throughout June 2013, Respondent made numerous payments to restaurants and entertainment entities, including approximately $432.84 in payments to Amazon Video on Demand, from the First Bank Checking Account.

17. In a July 30, 2013 letter faxed to the Virginia State Bar and referencing Ms. Eller and two other clients, Respondent stated: "I am in a position now to repay [Ms. Weaver, Ms. McMurray, and Ms. Eller] and I intend to do it in the next week. I will send you proof as soon as it is accomplished."

18. As of July 31, 2013, the balance of TriSummit Checking Account 1 was $1.99, the balance of TriSummit Checking Account 2 was negative $529.91, and the balance of the First Bank Checking Account was $841.28.

19. Respondent did not refund the unearned legal fees to Ms. Eller in the first week of August 2013 or anytime immediately thereafter, despite receiving a $6,000 wire transfer into the First Bank Checking Account from "Ronald E. McDaniel DBA Soft Tec Systems" on or about August 6, 2013.

20. Respondent's bank records show that, throughout August 2013, Respondent made numerous payments to restaurants and entertainment entities, including approximately $462.74 in payments to Amazon Video on Demand, from the First Bank Checking Account.

21. On or about August 30, 2013, the Virginia State Bar served a subpoena duces tecum on Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar. The subpoena sought, among other things, copies of all trust account and operating account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, and evidence of reconciliations in Respondent's possession, custody or control relating to Respondent's representation of Ms. Eller.

22. To date, Respondent has not produced to the Virginia State Bar any trust account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, or evidence of reconciliations showing that he placed any funds received from Ms. Eller in an escrow account as required by Virginia Rule of Professional Conduct 1.15(a)(1), maintained the records required by Virginia Rule of Professional Conduct 1.15(c), or performed the monthly and quarterly reconciliations required by Virginia Rule of Professional Conduct 1.15(d)(3) in regard to any funds received from Ms. Eller.

23. Respondent did not refund the unearned legal fees to Ms. Eller or otherwise satisfy the judgment awarded Ms. Eller in the Lawsuit until on or about September 18, 2013, when Ms. Eller received a check for $358 from Respondent.

Dora Lee McMurray- VSB Docket No. 13-102-095547

1. In or about May 2012, Dora McMurray paid Respondent $1,100 to file a bankruptcy petition on her behalf.

2. In or about January 2013, Ms. McMurray paid Respondent another $1,100 to file a bankruptcy petition on behalf of her ex-husband, Ricky Stacy.

3. Respondent did not deposit the $1,100 advanced legal fee received from Ms. McMurray in May 2012 or the $1,100 advanced legal fee received from Ms. McMurray in January 2013 in an escrow account, safe deposit box, or place of safekeeping as required by Virginia Rule of Professional Conduct 1.15(a)(1).

4. Respondent did not keep cash receipts and disbursements journals for his trust accounts, did not keep subsidiary ledgers pertaining to the funds received from Ms. McMurray, and did not otherwise comply with the record-keeping requirements of Virginia Rule of Professional Conduct 1.15(c). Furthermore, Respondent did not perform the monthly and quarterly reconciliations in regard to the funds received from Ms. McMurray as required by Virginia Rule of Professional Conduct 1.15(d)(3).

5. In January 2013 and February 2013, Respondent did not communicate with Ms. McMurray about the status of her bankruptcy petition.

6. Despite having received $2,200 in advanced legal fees from Ms. McMurray, Respondent did not file bankruptcy petitions on behalf of either Ms. McMurray or Mr. Stacy.

7. In or about March 2013, Ms. McMurray learned that Respondent had not filed bankruptcy petitions on behalf of either her or Mr. Stacy.

8. Ms. McMurray subsequently requested that Respondent refund the $2,200 she had paid to him.

9. As of March 1, 2013, the balance of TriSummit Checking Account 1 was $1.99 and the balance of TriSummit Checking Account 2 was $35.63.

10. On or about March 1, 2013, Respondent received a wire transfer of $3,000 into TriSummit Checking Account 2 from Ronald E. McDaniel. On or

about March 1, 2013, Respondent withdrew $2,753 from TriSummit Checking Account 2.

11. On or about March 4, 2013, Respondent gave Ms. McMurray $1,100 in cash and told her that he had no more money that he could pay her at that time.

12. Respondent's bank records show that, in March 2013, Respondent made several payments totaling approximately $35.85 to Amazon Video on Demand from TriSummit Checking Account 2.

13. As of March 31, 2013, the balance of TriSummit Checking Account 1 was $1.99 and the balance of TriSummit Checking Account 2 was negative $229.91.

14. Ms. McMurray continued to contact Respondent to request a refund of the remaining $1,100 she had paid to Respondent. In April 2013, Respondent refunded $500 to Ms. McMurray in cash. At that time, Respondent told Ms. McMurray that he did not have the remaining $600 of her advanced legal fee to refund to her.

15. On or about April 26, 2013, Ms. McMurray filed a Complaint against Respondent with the Virginia State Bar.

16. By letter dated May 6, 2013, the Virginia State Bar mailed a copy of Ms. McMurray's Complaint to Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar, and requested that Respondent submit a written answer to the Complaint within 21 days. The May 6, 2013 letter reminded Respondent of his duty, pursuant to Rule of Professional Conduct 8.1(c), to comply with the Virginia State Bar's lawful demands for information not protected from disclosure by Rule of Professional Conduct 1.6.

17. Respondent did not submit a written answer to Ms. McMurray's Complaint. As a result of Respondent's failure to provide a written response, the Tenth District Committee, Section II was unable to gather information from Respondent regarding Ms. McMurray's Complaint in a timely fashion.

18. On or about May 30, 2013, the Virginia State Bar served a subpoena duces tecum on Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar. The subpoena sought, among other things, copies of all trust account and operating account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, and evidence of reconciliations in Respondent's possession, custody or control relating to Respondent's representation of Ms. McMurray.

19. As of June 1, 2013, the balance of TriSummit Checking Account 1 was $1.99 and the balance of TriSummit Checking Account 2 was negative $529.91. As of June 2, 2013, the balance of the First Bank Checking Account was $3,744.43.

20. In a June 5, 2013 interview, Respondent told the Bar Investigator that he had borrowed funds from his uncle, that he was prepared to refund fees to Ms. McMurray and two other clients, and that he would mail a check to Ms. McMurray the next day.

21. Respondent did not mail a check to Ms. McMurray or otherwise refund the unearned legal fees to Ms. McMurray on June 6, 2013 or anytime immediately thereafter.

22. Respondent's bank records show that, throughout June 2013, Respondent made numerous payments to restaurants and entertainment entities, including approximately $432.84 in payments to Amazon Video on Demand, from the First Bank Checking Account.

23. In a July 30, 2013 letter faxed to the Virginia State Bar and referencing Ms. McMurray and two other clients, Respondent stated: "I am in a position now to repay [Ms. Weaver, Ms. McMurray, and Ms. Eller] and I intend to do it in the next week. I will send you proof as soon as it is accomplished."

24. As of July 31, 2013, the balance of TriSummit Checking Account 1 was $1.99, the balance of TriSummit Checking Account 2 was a negative $529.91, and the balance of the First Bank Checking Account was $841.28.

25. Respondent did not refund the unearned legal fees to Ms. McMurray in the first week of August 2013 or anytime immediately thereafter.

26. Respondent's bank records show that, throughout August 2013, Respondent made numerous payments to restaurants and entertainment entities, including approximately $462.74 in payments to Amazon Video on Demand, from the First Bank Checking Account.

27. In the July 30, 2013 letter to the Virginia State Bar, Respondent also stated, "I kept no copies of anything in [Ms. McMurray's] file [sic] I simply returned it to her." To date, Respondent has not produced to the Virginia State Bar any trust account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, or evidence of reconciliations showing that he placed any funds received from Ms. McMurray in an escrow account as required by Virginia Rule of Professional Conduct 1.15(a)(1), maintained the records required by Virginia Rule of Professional Conduct 1.15(c), or performed the monthly and quarterly

reconciliations required by Virginia Rule of Professional Conduct 1.15(d)(3) in regard to any funds received from Ms. McMurray.

28. Respondent did not refund the unearned legal fees to Ms. McMurray until on or about September 19, 2013, when she received a check for $1,100 from Respondent.

Connie S. Weaver -- VSB Docket No. 13-102-095422

1. In or about December 2012, Connie Weaver paid Respondent $743 to represent her son, John D. Weaver ("John"), in a divorce matter. John met with Respondent on or about December 11, 2012 and gave Respondent a check for $743 from Ms. Weaver.

2. Respondent did not deposit the $743 advanced legal fee received from Ms. Weaver in an escrow account, safe deposit box, or place of safekeeping as required by Virginia Rule of Professional Conduct 1.15(a)(1). Rather, Respondent deposited the $743 advanced legal fee in TriSummit Checking Account 2, which served as Respondent's operating account.

3. Respondent did not keep cash receipts and disbursements journals for his trust accounts, did not keep subsidiary ledgers pertaining to the funds received from Ms. Weaver, and did not otherwise comply with the record-keeping requirements of Virginia Rule of Professional Conduct 1.15(c). Respondent did not perform the monthly and quarterly reconciliations in regard to the funds received from Ms. Weaver as required by Virginia Rule of Professional Conduct 1.15(d)(3).

4. In December 2012, Respondent told Ms. Weaver that he had filed the Complaint for Divorce on behalf of John and was awaiting the Order of Publication. Despite receiving a $743 advanced legal fee from Ms. Weaver, Respondent had not filed the Complaint for Divorce at that time.

5. On or about March 27, 2013, after learning that Respondent had not filed the Complaint for Divorce, Ms. Weaver left a voicemail message for Respondent requesting a refund of the advanced legal fee she had paid to Respondent.

6. Ms. Weaver then hired another attorney — at a cost of $600 — to handle the divorce for John. That attorney filed the Complaint for Divorce in Bristol Circuit Court on or about April 1, 2013, and the Final Decree was entered in May 2013.

7. In April 2013, Ms. Weaver spoke with Respondent by telephone. Respondent again told Ms. Weaver that the Complaint for Divorce had been filed. When Ms. Weaver told Respondent that she knew the Complaint for Divorce had not been filed, Respondent told Ms. Weaver

that, if she came by Respondent's office later that week, Respondent would refund her the $743 advanced legal fee.

8. Ms. Weaver and her husband went to Respondent's office later that week, but Respondent was not there. Ms. Weaver did not receive a refund of the $743 advanced legal fee at that time.

9. On or about April 15, 2013, Ms. Weaver filed a Complaint against Respondent with the Virginia State Bar.

10. On April 22, 2013, Respondent filed a Complaint for Divorce on behalf of John in Washington County Circuit Court.

11. In his written answer to the Ms. Weaver's Complaint, dated May 16, 2013, Respondent stated: "If Ms. Weaver had contacted me directly in either March or April and told me that the divorce had not been filed, I would have immediately returned her money to her. I regret that the divorce was not filed until so late, but I filed it in good faith thinking that I still had the client's permission to proceed."

12. On or about May 30, 2013, the Virginia State Bar served a subpoena duces tecum on Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar. The subpoena sought, among other things, copies of all trust account and operating account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, and evidence of reconciliations in Respondent's possession, custody or control relating to Respondent's representation of Ms. Weaver.

13. As of June 1, 2013, the balance of TriSummit Checking Account 1 was $1.99 and the balance of TriSummit Checking Account 2 was negative $529.91. As of June 2, 2013, the balance of the First Bank Checking Account was $3,744.43.

14. In a June 5, 2013 interview, Respondent told the Bar Investigator that he had borrowed funds from his uncle, that he was prepared to refund fees to Ms. Weaver and two other clients, and that he would mail a check to Ms. Weaver the next day.

15. Respondent did not mail a check to Ms. Weaver or otherwise refund unearned legal fees to Ms. Weaver on June 6, 2013 or anytime immediately thereafter.

16. Respondent's bank records show that, throughout June 2013, Respondent made numerous payments to restaurants and entertainment entities, including approximately $432.84 in payments to Amazon Video on Demand, from the First Bank Checking Account.

17. In a July 30, 2013 letter faxed to the Virginia State Bar and referencing Ms. Weaver and two other clients, Respondent stated: "I am in a position now to repay [Ms. Weaver, Ms. McMurray, and Ms. Eller] and I intend to do it in the next week. I will send you proof as soon as it is accomplished."

18. As of July 31, 2013, the balance of TriSummit Checking Account 1 was $1.99, the balance of TriSummit Checking Account 2 was a negative $529.91, and the balance of the First Bank Checking Account was $841.28.

19. With the July 30, 2013 letter to the Virginia State Bar, Respondent also enclosed the "rather sparce [sic] file that I have for the Weaver case." That file did not include any trust account or operating account records.

20. To date, Respondent has not produced to the Virginia State Bar any trust account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, or evidence of reconciliations showing that he placed any funds received from Ms. Weaver in an escrow account as required by Virginia Rule of Professional Conduct 1.15(a)(1), maintained the records required by Virginia Rule of Professional Conduct 1.15(c), or performed the monthly and quarterly reconciliations required by Virginia Rule of Professional Conduct 1.15(d)(3) in regard to any funds received from Ms. Weaver.

21. Respondent did not refund the unearned legal fees to Ms. Weaver until on or about September 18, 2013, when she received a check for $743 from Respondent.

Cynthia Collins -- VSB Docket No. 14-102-096421

1. Respondent was previously licensed to practice law in the State of Tennessee.

2. On or about July 16, 2012, Cynthia Collins paid Respondent an advanced legal fee of $1,000 to represent her in a bankruptcy matter in Tennessee. At that time, Ms. Collins told Respondent that she was a resident of Tennessee.

3. Respondent did not deposit the $1,000 advanced legal fee received from Ms. Collins in a client trust account as required by Tennessee Rule of Professional Conduct 1.15(c). Rather, Respondent deposited the $1,000 advanced legal fee in TriSummit Checking Account 2, which served as Respondent's operating account.

4. In or about August 2012, the Supreme Court of Tennessee suspended Respondent's license to practice law in Tennessee for failure to comply with mandatory continuing legal education requirements. Respondent told

the Bar Investigator that he intentionally allowed his Tennessee law license to lapse because he did not want to practice law in Tennessee any longer.

5. On or about November 16, 2012, the United States District Court for the Eastern District of Tennessee (the "Tennessee District Court"), citing the suspension of Respondent's law license by the Supreme Court of Tennessee, entered an order suspending Respondent from practicing in the Tennessee District Court. The suspension by the Tennessee District Court also effectively prohibited Respondent from practicing before the United States Bankruptcy Court for the Eastern District of Tennessee (the "Tennessee Bankruptcy Court").

6. On or about April 30, 2013, the Tennessee Bankruptcy Court found that Respondent had engaged in the unauthorized practice of law during the time of his suspension from practicing before the Tennessee Bankruptcy Court and, among other things, indefinitely suspended him from practicing before the Tennessee Bankruptcy Court.

7. In May 2013, Ms. Collins mailed an additional $100 to Respondent, along with some additional documents related to the bankruptcy matter. The check and the additional documents were returned to Ms. Collins by the postal service as undeliverable.

8. In or about May 2013, Ms. Collins spoke by telephone with Respondent, who then told Ms. Collins that he was no longer practicing law in Tennessee and that he would refund her advanced legal fee to her. At no time prior to this conversation had Respondent informed Ms. Collins that he could not practice law in Tennessee or practice before the Tennessee Bankruptcy Court.

9. In a June 5, 2013 interview, Respondent told the Bar Investigator that he knew of no clients or former clients other than Ms. Eller, Ms. McMurray, and Ms. Weaver to whom Respondent owed refunds of unearned legal fees.

10. On or about July 19, 2013, Ms. Collins filed a Complaint against Respondent with the Virginia State Bar.

11. By letter dated July 22, 2013, the Virginia State Bar mailed a copy of Ms. Collins' Complaint to Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar, and requested that Respondent submit a written answer to the Complaint within 21 days. The July 22, 2013 letter reminded Respondent of his duty, pursuant to Rule of Professional Conduct 8.1(c), to comply with the Virginia State Bar's lawful demands for information not protected from disclosure by Rule of Professional Conduct 1.6.

12. Respondent did not submit a written answer to Ms. Collins' Complaint. As a result of Respondent's failure to provide a written response, the Tenth District Committee, Section II was unable to gather information from Respondent regarding Ms. Collins' Complaint in a timely fashion.

13. In an August 26, 2013 meeting, Respondent acknowledged to the Bar Investigator that, in addition to Ms. Eller, Ms. McMurray, and Ms. Weaver, he owed three additional former clients, including Ms. Collins, a refund of their advanced legal fees.

14. Respondent did not refund the unearned legal fees to Ms. Collins until on or about September 19, 2013, when Ms. Collins received a check for $900 from Respondent. Respondent has yet to refund the remaining $100 of the $1,000 advanced legal fee that Ms. Collins paid to him.

Johnny Ray Hurley -- VSB Docket No. 14-102-096290

1. In or about January 2013, Johnny Hurley paid Respondent $743 to file a no-fault divorce on Mr. Hurley's behalf.

2. Respondent did not deposit the $743 advanced legal fee received from Mr. Hurley in an escrow account, safe deposit box, or place of safekeeping as required by Virginia Rule of Professional Conduct 1.15(a)(1).

3. Respondent did not keep cash receipts and disbursements journals for his trust accounts, did not keep subsidiary ledgers pertaining to the funds received from Mr. Hurley, and did not otherwise comply with the record-keeping requirements of Virginia Rule of Professional Conduct 1.15(c). Respondent did not perform the monthly and quarterly reconciliations in regard to the funds received from Mr. Hurley as required by Virginia Rule of Professional Conduct 1.15(d)(3).

4. Respondent never filed a Complaint for Divorce on Mr. Hurley's behalf.

5. Nevertheless, in March 2013, Respondent told Mr. Hurley he would check on the status of the case and would then contact Mr. Hurley. Mr. Hurley received no further communication from Respondent.

6. Mr. Hurley later retained another attorney — at a cost of $500 — to handle his divorce.

7. In a June 5, 2013 interview, Respondent told the Bar Investigator that he knew of no clients or former clients other than Ms. Eller, Ms. McMurray, and Ms. Weaver to whom Respondent owed refunds of unearned legal fees.

8. On or about July 10, 2013, Mr. Hurley filed a Complaint against Respondent with the Virginia State Bar.

9. By letter dated July 15, 2013, the Virginia State Bar mailed a copy of Mr. Hurley's Complaint to Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar, and requested that Respondent submit a written answer to the Complaint within 21 days. The July 15, 2013 letter reminded Respondent of his duty, pursuant to Rule of Professional Conduct 8.1(c), to comply with the Virginia State Bar's lawful demands for information not protected from disclosure by Rule of Professional Conduct 1.6.

10. Respondent did not submit a written answer to Mr. Hurley's Complaint. As a result of Respondent's failure to provide a written response, the Tenth District Committee, Section II was unable to gather information from Respondent regarding Mr. Hurley's Complaint in a timely fashion.

11. On or about July 17, 2013, the Virginia State Bar served a subpoena duces tecum on Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar. The subpoena sought, among other things, copies of all trust account and operating account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, and evidence of reconciliations in Respondent's possession, custody or control relating to Respondent's representation of Mr. Hurley.

12. In an August 26, 2013 meeting, Respondent acknowledged to the Bar Investigator that, in addition to Ms. Eller, Ms. McMurray, and Ms. Weaver, he owed three additional former clients, including Mr. Hurley, a refund of their advanced legal fees. Respondent also told the Bar Investigator that he could not recall meeting Mr. Hurley and could not find any file pertaining to Mr. Hurley.

13. To date, Respondent has not produced to the Virginia State Bar any trust account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, or evidence of reconciliations showing that he placed any funds received from Mr. Hurley in an escrow account as required by Virginia Rule of Professional Conduct 1.15(a)(1), maintained the records required by Virginia Rule of Professional Conduct 1.15(c), or performed the monthly and quarterly reconciliations required by Virginia Rule of Professional Conduct 1.15(d)(3) in regard to any funds received from Mr. Hurley.

14. Respondent did not refund the unearned legal fees to Mr. Hurley until on or about September 17, 2013, when Mr. Hurley received a check for $743 from Respondent.

Kayla M. Adcox -- VSB Docket No. 14-102-096442

1. In or about May 2013, Kayla Adcox paid Respondent $750 to handle both a custody dispute and a property dispute with Ms. Adcox's ex-husband.

2. Respondent did not deposit the $750 advanced legal fee received from Ms. Adcox in an escrow account, safe deposit box, or place of safekeeping as required by Virginia Rule of Professional Conduct 1.15(a)(1). Rather, Respondent deposited $730 of the $750 advanced legal fee into the First Bank Checking Account, which served as Respondent's operating account, on or about May 16, 2013.

3. Respondent did not keep cash receipts and disbursements journals for his trust accounts, did not keep subsidiary ledgers pertaining to the funds received from Ms. Adcox and did not otherwise comply with the record-keeping requirements of Virginia Rule of Professional Conduct 1.15(c). Respondent did not perform the monthly and quarterly reconciliations in regard to the funds received from Ms. Adcox as required by Virginia Rule of Professional Conduct 1.15(d)(3).

4. Respondent took no action on behalf of Ms. Adcox in regard to either the custody dispute or the property dispute. Respondent did not communicate with Ms. Adcox about either matter.

5. In a June 5, 2013 interview, Respondent told the Bar Investigator that he knew of no clients or former clients other than Ms. Eller, Ms. McMurray, and Ms. Weaver to whom Respondent owed refunds of unearned legal fees.

6. On or about July 22, 2013, Ms. Adcox filed a Complaint against Respondent with the Virginia State Bar.

7. On or about August 1, 2013, the Virginia State Bar mailed a copy of Ms. Adcox's Complaint to Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar, and requested that Respondent submit a written answer to the Complaint within 21 days. The August 1, 2013 letter reminded Respondent of his duty, pursuant to Rule of Professional Conduct 8.1(c), to comply with the Virginia State Bar's lawful demands for information not protected from disclosure by Rule of Professional Conduct 1.6.

8. Respondent did not submit a written answer to Ms. Adcox's Complaint. As a result of Respondent's failure to provide a written response, the Tenth District Committee, Section II was unable to gather information from Respondent regarding Ms. Adcox's Complaint in a timely fashion.

9. In an August 26, 2013 meeting, Respondent acknowledged to the Bar Investigator that, in addition to Ms. Eller, Ms. McMurray, and Ms.

Weaver, he owed three additional former clients, including Ms. Adcox, a refund of their advanced legal fees.

10. On or about August 30, 2013, the Virginia State Bar served a subpoena duces tecum on Respondent at 1301 Rhode Island Avenue, Bristol, Virginia, 24201, Respondent's address of record with the Virginia State Bar. The subpoena sought, among other things, copies of all trust account and operating account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, and evidence of reconciliations in Respondent's possession, custody or control relating to Respondent's representation of Ms. Adcox.

11. To date, Respondent has not produced to the Virginia State Bar any trust account records, cash receipts journals, cash disbursements journals, subsidiary ledgers, or evidence of reconciliations showing that he placed any funds received from Mr. Hurley in an escrow account as required by Virginia Rule of Professional Conduct 1.15(a)(1), maintained the records required by Virginia Rule of Professional Conduct 1.15(c), or performed the monthly and quarterly reconciliations required by Virginia Rule of Professional Conduct 1.15(d)(3) in regard to any funds received from Ms. Adcox.

12. Respondent did not refund the unearned legal fees to Ms. Adcox until on or about the week of September 16, 2013, when Ms. Adcox received a check for $750 from Respondent.

DISPOSITION

Paula Davis Eller -- VSB Docket No. 13-102-095732

The VSB has proved its case by clear and convincing evidence, and therefore such conduct by Respondent constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

RULE 1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client.

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).

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

The VSB failed to prove by clear and convincing evidence that Respondent violated **Rule 8.1(c).**

Dora Lee McMurray- VSB Docket No. 13-102-095547

The VSB has proved its case by clear and convincing evidence, and therefore such conduct by Respondent constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

RULE 1.3(a) Diligence, previously recited and referenced herein.

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.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

RULE 1.15(a)(1) Safekeeping Property, previously recited and referenced herein.

RULE 1.15 Safekeeping Property

(b) Specific Duties. 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 that such person is entitled to receive; and

(5) not disburse funds or use property of a client or third party without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

RULE 1.15(c) Safekeeping Property, previously recited and referenced herein.

RULE 1.15(d)(3) Safekeeping Property, previously recited and referenced herein.

RULE 1.16(d) Declining or Terminating Representation, previously recited and referenced herein.

RULE 8.4(c) Misconduct, previously recited and referenced herein.

The VSB failed to prove by clear and convincing evidence that Respondent violated **Rule 8.1(c).**

Connie S. Weaver Case -- VSB Docket No. 13-102-095422

The VSB has proved its case by clear and convincing evidence, such conduct by Respondent constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

RULES 1.3(a), Diligence; 1.4(a) and 1.4(b), Communication; 1.15(a)(1), 1.15(b)(4), 1.15(b)(5), 1.15(c), and 1.15(d)(3), Safekeeping Property; 1.16(d), Declining or Terminating Representation; and 8.4(c), Misconduct, all previously recited and referenced herein.

The VSB failed to prove by clear and convincing evidence that Respondent violated **Rule 8.1(c).**

Cynthia Collins Case -- VSB Docket No. 14-102-096421

The VSB has proved its case by clear and convincing evidence, and therefore such conduct by the Respondent constitutes misconduct of both the Virginia and Tennessee Rules of Professional Conduct.

The Virginia Rules of Professional Conduct state as follows:

RULE 8.5 Disciplinary Authority; Choice Of Law

(a) Disciplinary Authority. A lawyer admitted to practice in this jurisdiction is subject to the disciplinary authority of Virginia, regardless of where the lawyer's conduct occurs. A lawyer not admitted in Virginia is also subject to the disciplinary authority of Virginia if the lawyer provides, holds himself out as providing, or offers to provide legal services in Virginia. By doing so, such lawyer consents to the appointment of the Clerk of the Supreme Court of Virginia as his or her agent for purposes of notices of any disciplinary action by the Virginia State Bar. A lawyer may be subject for the same conduct to the disciplinary authority of Virginia and any other jurisdiction where the lawyer is admitted.

(b) Choice of Law. In any exercise of the disciplinary authority of Virginia, the rules of professional conduct to be applied shall be as follows:

(1) for conduct in connection with a proceeding in a court, agency, or other tribunal before which a lawyer appears, the rules to be applied shall be the rules of the jurisdiction in which the court, agency, or other tribunal sits, unless the rules of the court, agency, or other tribunal provide otherwise;

(2) for any other conduct, the rules of the jurisdiction in which the lawyer's conduct occurred; and

(3) notwithstanding subparagraphs (b)(1) and (b)(2), for conduct in the course of providing, holding out as providing, or offering to provide legal services in Virginia, the Virginia Rules of Professional Conduct shall apply.

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Tennessee Rules of Professional Conduct:

RULE 1.3 Diligence

A lawyer shall act with reasonable diligence and promptness in representing a client.

RULE 1.4 Communication

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

RULE 1.15 Safekeeping Property and Funds

(c) A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.

RULE 1.16 Declining or Terminating Representation

(d) A lawyer who is discharged by a client, or withdraws from representation of a client, shall, to the extent reasonably practicable, take steps to protect the client's interest. Depending on the circumstances, protecting the client's interests may include . . . (6) promptly refunding any advance payment of fees that have not been earned or expenses that have not been incurred.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;

Such conduct by Respondent also constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

RULE 8.4(c) Misconduct, previously recited and referenced herein.

The VSB failed to prove by clear and convincing evidence that Respondent violated **Rule 8.1(c).**

Johnny Ray Hurley Case -- VSB Docket No. 14-102-096290

The VSB has proved its case by clear and convincing evidence, and therefore such conduct by Respondent constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

RULES 1.3(a), Diligence; 1.4(a) and 1.4(b), Communication; 1.15(a)(1), 1.15(b)(4), 1.15(b)(5), 1.15(c) and 1.15(d)(3), Safekeeping Property; 1.16(d), Declining or Terminating Representation; and 8.4(c), Misconduct, all previously recited and referenced herein.

The VSB failed to prove by clear and convincing evidence that Respondent violated **Rule**

8.1(c).

Kayla M. Adcox -- VSB Docket No. 14-102-096442

The VSB has proved its case by clear and convincing evidence, and therefore such conduct by Respondent constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

RULES 1.3(a), Diligence; 1.4(a) and 1.4(b), Communication; 1.15(a)(1), 1.15(b)(4), 1.15(b)(5), 1.15(c) and 1.15(d)(3), Safekeeping Property; 1.16(d), Declining or Terminating Representation; and 8.4(c), Misconduct, all previously recited and referenced herein.

The VSB failed to prove by clear and convincing evidence that Respondent violated **Rule 8.1(c).**

SANCTION

After receiving evidence of aggravation and mitigation from the Bar and the Respondent, and after receiving the Respondent's prior Disciplinary Record, the Board recessed to deliberate regarding the appropriate sanction.

After due deliberation, the Board reconvened to announce the sanction imposed and the Chair announced that the matters warranted imposition of the following sanction with respect to all matters before the Panel:

It is ORDERED that the Respondent's license will be REVOKED, with said revocation being effective May 16, 2014.

It is further ORDERED that Respondent must comply with the requirements of Part Six, § IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia.

Respondent shall forthwith give notice by certified mail, return receipt requested, of the suspension of Respondent's license to practice law in the Commonwealth of Virginia, to all clients for whom Respondent is currently handling matters and to all opposing attorneys and presiding judges in pending litigation. Respondent shall also make appropriate arrangements for the disposition of matters then in Respondent's care in conformity with the wishes of Respondent's clients. Respondent shall give such notice within fourteen (14) days of the effective date of this order, and make such arrangements as are required herein within forty-five (45) days of the effective date of the suspension. Respondent shall also furnish proof to the Bar within sixty (60) days of the effective day of this order that such notices have been timely given and such arrangements made for the disposition of matters.

It is further ORDERED that if Respondent is not handling any client matters on the effective date of this order, Respondent shall submit an affidavit to that effect to the Clerk of the Disciplinary System at the Virginia State Bar. All issues concerning the adequacy of the notice and arrangements required by Paragraph 13 shall be determined by the Virginia State Bar Disciplinary Board, unless Respondent makes a timely request for hearing before a three-judge court.

It is further ORDERED that pursuant to Part Six, § IV, ¶ 13-9 E. of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess all costs against the Respondent.

It is further ORDERED that the Clerk of the Disciplinary System shall mail an attested copy of this order by certified mail to Respondent, William Shawn McDaniel, at his address of record with the Virginia State Bar, being 1301 Rhode Island Avenue, Bristol, Virginia 24201 and a copy hand-delivered to Edward James Dillon, Jr., Esquire,

Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219-3565.

ENTERED this 27 day of June, 2014.

VIRGINIA STATE BAR DISCIPLINARY BOARD

By: _____
Whitney G. Saunders, 2nd Vice Chair

13235853v3