

VIRGINIA:

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

**IN THE MATTER OF
ROBERT CHARLES NEELEY, JR.**

VSB Docket No. 08-022-074213

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

On August 27, 2008, a hearing in this matter was held before a duly convened Second District Subcommittee consisting of Brandon H. Zeigler, Esquire, member, Ms. Elizabeth Martingayle, lay member, and Jeffrey L. Marks, Esquire, chair.

Pursuant to Part 6, Section IV, Paragraph 13.G.4. and Part 6, Section IV, Paragraph 13 G.1.d. 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, reached by agreed disposition of the parties.

I. FINDINGS OF FACT

1. At all times relevant, Charles Neeley, Jr. ("Respondent") has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. On or about May 1, 2006, the City of Norfolk Circuit Court appointed Respondent as appeals counsel for Robert L. Parham, Jr.
3. On or about October 17, 2006, Mr. Parham wrote to Respondent to advise him of his new address and to request a copy of his transcripts, and asked that Respondent "respond ASAP."
4. On or about February 25, 2007, Mr. Parham again wrote to Respondent to request his transcripts.

5. Notwithstanding Mr. Parham's two requests, Respondent failed to reply to Mr. Parham until March 6, 2007 when he acknowledged the request and advised that he could not release the transcripts until he completed Mr. Parham's appeals.
6. On September 27, 2007, the Virginia Supreme Court issued an order dismissing the Parham appeal.
7. By letters dated October 10, 2007 and January 29, 2008, Respondent advised Mr. Parham of the dismissal of his appeal. Notwithstanding Mr. Parham's repeated and long-standing requests for his transcripts, Respondent did not provide the transcripts to Mr. Parham until May 19, 2008—after the filing of this bar complaint.

II. NATURE OF MISCONDUCT

Such conduct by Robert Charles Neeley, Jr. constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

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.

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).
- (e) 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 REPRIMAND WITHOUT TERMS

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.B.8.c., the Clerk of the Disciplinary System shall assess costs.

SECOND DISTRICT SUBCOMMITTEE OF THE VIRGINIA STATE BAR

By _____

Jeffrey Laurence Marks
Vice Chair

CERTIFICATE OF SERVICE

I certify that on the 19th day of September, 2008, 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 Robert Charles Neeley, Jr., Esquire, Respondent, at, 156 Newtown Road A-1, Virginia Beach, VA 23462, his last address of record with the Virginia State Bar.



Paul D. Georgiadis
Assistant Bar Counsel