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VIRGINIA:

BEFORE THE CIRCUIT COURT FOR THE CITY OF RICHMOND

**VIRGINIA STATE BAR EX REL
THIRD DISTRICT COMMITTEE
VSB Docket Nos. 16-032-103333, 15-032-102936,
15-032-102186, and 15-032-101743
Complainant**

v.

Case No. CL15-4489

**KENNETH WAYNE PACIOCCO
Respondent**

MEMORANDUM ORDER OF REVOCATION

On January 21, 2016, this matter came before a Three-Judge Court sitting by designation of the Chief Justice of the Supreme Court of Virginia, pursuant to Section 54.1-3935 of the Code of Virginia 1950, as amended, consisting of the Honorable Paul W. Cella, Chief Judge of the Eleventh Judicial Circuit, the Honorable Christopher W. Hutton, Judge of the Eighth Judicial Circuit, and the Honorable W. Allan Sharrett, Chief Judge of the Sixth Judicial Circuit, designated Chief Judge. Renu M. Brennan, Assistant Bar Counsel, appeared on behalf of the Virginia State Bar, and Respondent Kenneth Wayne Paciocco (hereafter "Respondent") appeared *pro se*.

WHEREUPON, a hearing was conducted on whether Respondent violated the Rules of Professional Conduct as alleged in the Complaint and Certification. Respondent filed an Answer to the Certification. The Certification and Answer, Bar Exhibits 1 and 2, were admitted into the record.

The Chief Judge swore the Court Reporter and polled the members of the Court to determine whether any member had a personal or financial interest that might affect or

reasonably be perceived to affect his ability to be impartial in these matters. Each member, including the Chief Judge, verified that he had no such interest.

In accordance with the Prehearing Order, the Court admitted into evidence, all of the Bar's pre-filed Exhibits 1-264. Respondent did not pre-file any exhibits, nor did Respondent introduce any exhibits at the hearing. In two pre-hearing conference calls, held January 12, 2016, and January 19, 2016, Respondent objected to and subsequently withdrew his objections to all Bar Exhibits with the exception of his relevance objections to Bar Exhibits 12 and 13, *In re Pactocco*, Case No. MP 15-00302-KRH (Bankr, E.D.Va., 2015), Memorandum Opinion and Order. Respondent argued these Exhibits were irrelevant because Respondent noted an appeal of the Order. The Chief Judge heard arguments from both sides and overruled the objections.

The Bar and Respondent entered into two sets of Stipulations of Facts, admitted into the record as Joint Exhibits A and B, respectively, and Stipulations as to Witnesses' Testimony and to Referenced Exhibits, admitted into the record as Joint Exhibit C.

Prior to the Bar's presentation of its case, the Bar withdrew as a Rule violation 8.1(c) in light of Respondent's cooperation in entering into Stipulations. Upon the close of evidence, the Bar withdrew as a Rule violation 4.1(a) in VSB Docket Nos. 16-032-103333 and 15-032-102936 only.

The Bar called the following witnesses: Keith Waldrop, Esq., and Jennifer Waldrop. Respondent called Mary Monahan, and Respondent testified in his case.

Upon the parties' Stipulations, the evidence presented, and arguments of counsel, the Court unanimously finds that the Virginia State Bar has proved by clear and convincing evidence the following facts

I. FINDINGS OF FACT

1. At all times referenced herein Respondent Kenneth Wayne Paciocco ("Respondent") was an attorney licensed to practice law in the Commonwealth of Virginia. (Stipulation, ¶ 1, Joint Exh. A).
2. On August 29, 2014, a three-judge court sitting by designation of the Supreme Court of Virginia pursuant to Va. Code §54.1-3935 suspended Respondent's license to practice law in the Commonwealth of Virginia for three years, effective September 15, 2014. The Memorandum Order of Suspension was entered October 20, 2014 ("Suspension Order"). (Stipulation, ¶ 2, Joint Exh. A).
3. Notwithstanding his suspension and in direct contravention of the Suspension Order, for months after he was suspended, Respondent continued to practice law in matters pending before the United States Bankruptcy Court for the Eastern District of Virginia ("Bankruptcy Court"). (Bar Exhs. 4-81; see also Stipulations ¶¶ 1-45, Joint Exh. A).
4. By Memorandum Opinion and Order entered September 3, 2015, as a result of Respondent's unauthorized practice of law and his calculated and systematic disregard for the material requirements of the Bankruptcy Code, the Bankruptcy Court removed Respondent as a member of the Bar of the United States Bankruptcy Court for the Eastern District of Virginia and permanently enjoined Respondent from practicing law before the United States Bankruptcy Court for the Eastern District of Virginia and from working as a bankruptcy petition preparer and in a paralegal, secretarial, or other assistant capacity for any member of the Bar of the United States Bankruptcy Court for the Eastern District of Virginia¹. (Bar Exhs. 12 & 13).
5. Not only did Respondent violate the Suspension Order and engage in the unauthorized practice of law in Bankruptcy Court, but, for months after his suspension became effective, Respondent continued to circumvent the Suspension Order by representing clients in personal injury claims, including by negotiating settlements and medical liens with the Office of the Attorney General ("OAG") and passing settlements, negotiated after his suspension, through the trust accounts of other attorneys. (Stipulation, ¶¶ 52-146, Joint Exh. A; Parties' Stipulation of Testimony of Witnesses, Joint Exh. C; Bar Exhs. 4-5, 101-257).

¹ Respondent has noted an appeal of the Bankruptcy Court Order. Bar Exh. 14.

1. VSB Docket Nos. 15-032-102936 (VSB/Booker and Slater) and 16-032-103333 (VSB/Clemens)

6. As of September 15, 2014, the effective date of Respondent's three-year suspension, Respondent's access to the Bankruptcy Court's electronic filing case management system ("CM/ECF") terminated. (Stipulation, ¶ 3, Joint Exh. A).
7. Upon being suspended from the practice of law, Respondent sought the assistance of Keith H. Waldrop, Esq., ("Waldrop") in completing outstanding bankruptcy cases. (Stipulation, ¶ 4, Joint Exh. A).
8. Respondent told Waldrop he had substantially completed some bankruptcies and awaited fees to file the petitions. Respondent asked Waldrop to attend the 341(a) meetings of creditors in these outstanding bankruptcies for a fee of \$200.00 to be paid by Respondent to Waldrop. Waldrop agreed to attend these meetings in order to assist Respondent in closing his open bankruptcy cases. (Stipulation, ¶ 5, Joint Exh. A).
9. Waldrop did not practice in Bankruptcy Court and was unfamiliar with its rules and procedures. Keith Waldrop Testimony, Bar Exhs. 10, 11, and 81.
10. Waldrop did not have access to the CM/ECF system, nor had Waldrop ever applied for CM/ECF training. (Stipulation, ¶ 6, Joint Exh. A).
11. On September 18, 2014, three days after Respondent's suspension took effect, Respondent's assistant, Mary Monahan, obtained a CM/ECF identification number for Waldrop, who signed the CM/ECF application. Waldrop did not know how to access his CM/ECF account. (Stipulation, ¶ 7, Joint Exh. A).
12. Waldrop did not file any bankruptcies using his CM/ECF account. (Stipulation, ¶ 8, Joint Exh. A).
13. Respondent's assistant, Mary Monahan, filed the bankruptcies made in Waldrop's name. (Monahan Testimony; Respondent Testimony).
14. The Bankruptcy Court's CM/ECF Policy 2(D)(2) provides:

Any password issued for the ECF System shall be used exclusively by the User to whom the password is assigned and any employee to whom proper authorization is given. A User will not knowingly permit a password to be

used by anyone not so authorized. Use of a login and password constitute the official signature of the User on all documents filed.
(Stipulation, ¶ 9, Joint Exh. A).

15. Upon being suspended from the practice of law, Respondent, at most, could act as a "bankruptcy petition preparer" in performing work for bankruptcy debtors. A "bankruptcy petition preparer" is "a person, other than an attorney for the debtor or an employee of such attorney under the direct supervision of such attorney, who prepares for compensation a document for filing." 11 U.S.C. § 110(a)(1). A "document for filing" is a petition or any other document prepared for filing by a debtor in a United States bankruptcy court or a United States district court in connection with a case under this title." *Id.* § 110(a)(2). (Stipulation, ¶ 10, Joint Exh. A).
16. A petition preparer cannot provide legal advice. *Id.* § 110(e)(2). Legal advice includes guidance as to whether the debtor should file a petition under title 11 of the Bankruptcy Code and, if so, under which chapter of the Bankruptcy Code the debtor should proceed. *Id.* § 110(e)(2)(B)(i). (Stipulation, ¶ 11, Joint Exh. A).
17. A petition preparer must disclose his participation in the bankruptcy case, as well as to disclose his name and address on every document he prepared. *Id.* § 110(b)(1), (c)(1). (Stipulation, ¶ 12, Joint Exh. A).
18. Notwithstanding the fact that Respondent's license to practice law was suspended, Respondent provided bankruptcy legal services and legal advice to Shanika F. Booker ("Booker"), Barbara D. Slater ("Slater"), and Diane H. Clemons ("Clemons"). While Respondent told these debtors that his license was suspended and Waldrop would represent them, Respondent acted as their lawyer. Respondent, not Waldrop, met with these clients and counseled them regarding their bankruptcies, including the type of bankruptcy they should file. Waldrop did not prepare the debtors' petitions and filings. Booker and Slater did not even meet Waldrop until the 341(a) meetings of creditors in May 2015, and Clemons did not meet Waldrop until the July 15, 2015, show cause hearing. (Bar Exhibits 24, 46, 81; Keith Waldrop Testimony; See Stipulations ¶¶ 15-39, Joint Exh. A).
19. Notwithstanding Respondent's extensive participation in the Clemons, Slater, and Booker bankruptcies, Respondent did not disclose his participation in any of these bankruptcies. Waldrop was listed as counsel of record on each of these bankruptcies. (Stipulation, ¶ 13, Joint Exh. A; Bar Exhs. 18, 39, and 56).
20. Booker paid the legal and filing fees to Respondent, who contends that he paid Waldrop the filing fees and \$200.00 of the legal fees Respondent

received to attend the 341(a) meetings of creditors. Slater paid Respondent \$1,300.00, and she paid Waldrop \$200.00 on May 11, 2015, at the 341(a) meeting of creditors. By check dated April 17, 2015, made payable to "cash," at Respondent's request, Clemons paid Respondent \$2,030. In June 2015 Respondent gave the funds to Waldrop, and Respondent subsequently demanded return of the Clemons funds. Upon learning from Waldrop in June 2015 that Respondent's license was suspended, Clemons requested that Waldrop return the funds to her. Waldrop returned \$2,040.00 to Clemons. See ¶ 14, Joint Exh. A; Bar Exhs. 15, 24, 31, 36, 37, 46, 54, 55, 69-75, 81; Waldrop, Monahan, and Respondent's Testimony).

Shanika F. Booker

21. Booker initially contacted Respondent in 2013 to represent her in a bankruptcy filing, however, she did not have the full fee and could not retain Respondent at that time. (Stipulation, ¶ 15, Joint Exh. A).
22. In the fall of 2014, Booker contacted Respondent to assist her in filing her bankruptcy case. (Stipulation, ¶ 16, Joint Exh. A).
23. Respondent met with Booker regarding her bankruptcy prior to and after his license was suspended. Respondent counseled Booker and assisted her in the preparation of her bankruptcy petition, schedule, and statement of affairs. Respondent reviewed the bankruptcy process with Ms. Booker, and he explained the difference between the chapters and let her know which documents she needed to provide. Respondent reviewed the information required sheet with Ms. Booker. (Stipulation, ¶ 17, Joint Exh. A).
24. On October 29, 2014, a month and a half after Respondent's license was suspended, Respondent accepted the balance due of \$1,200.00 from Booker as his fee to represent her in her bankruptcy. In total, Booker paid Respondent a \$1,600.00 legal fee and a \$300.00 filing fee. (Stipulation, ¶ 18, Joint Exh. A).
25. Subsequently, in February or March 2015, Respondent again met with Booker in the parking lot of Respondent's law office to review her petition, schedule, and statement of affairs. (Stipulation, ¶ 19, Joint Exh. A).
26. On April 14, 2015, Respondent's assistant, Mary Monahan, filed Booker's petition using Waldrop's CM/ECF identification number. (Bar Exh. 18; Monahan Testimony).

27. As of the date the petition was filed, Booker had never met or communicated with Waldrop. Rather, as of that date, she dealt exclusively with Respondent as her counsel. (Stipulation, ¶ 20, Joint Exh. A).
28. The filed disclosure of compensation of attorney of debtor indicates Waldrop received the sum of \$1,265.00 for representing Booker, however, Waldrop did not receive \$1,265.00 from Booker. (Stipulation, ¶ 21, Joint Exh. A).
29. Booker met Waldrop for the first time at the May 11, 2015, meeting of creditors. (Stipulation, ¶ 22, Joint Exh. A).

Barbara D. Slater

30. After his license was suspended, in January or February 2015, Respondent met with Slater, a former bankruptcy client, regarding a new bankruptcy. Respondent advised Slater that his license was suspended but that he would work on her case and that Waldrop would go to court with Slater. (Stipulation, ¶ 23, Joint Exh. A).
31. After his license was suspended, Respondent met with Slater three times between February and April 2015. The first meeting was at Respondent's office on Broad Street. The subsequent meetings were at Slater's place of employment. In the meetings, Respondent inquired from Slater about her financial status, including her assets and debts. Respondent provided Slater with guidance as to which chapter bankruptcy he believed she should file based on her financial status. Respondent also advised Slater of the necessary documentation required for her bankruptcy, and Respondent gathered the necessary documentation from Slater. (Stipulation, ¶ 24, Joint Exh. A).
32. Having gathered all the information for the petition from Slater, Respondent prepared the worksheets for Slater's petition, schedules, and statement of financial affairs. (Stipulation, ¶ 25, Joint Exh. A).
33. Respondent reviewed the schedules with Slater. (Stipulation, ¶ 26, Joint Exh. A).
34. In February 2015, Slater paid Respondent \$1,100.00 in two separate money orders made out to Respondent. (Stipulation, ¶ 27, Joint Exh. A).
35. On April 9, 2015, Slater paid Respondent \$200.00. (Stipulation, ¶ 28, Joint Exh. A).

36. Respondent's assistant, Monahan, used Waldrop's CM/ECF identification number to file Slater's petition on April 14, 2015. (Bar Exh. 39; Monahan Testimony).
37. Slater never met with Waldrop prior to her petition being filed. (Stipulation, ¶ 30, Joint Exh. A).
38. Slater first met with Waldrop at her May 11, 2015, meeting of creditors where she paid Waldrop \$200. (Stipulation, ¶ 31, Joint Exh. A).

Diane H. Clemons

39. Diane H. Clemons ("Clemons") retained Respondent to represent her in a bankruptcy filing. (Stipulations, ¶¶ 32-39, Joint Exh. A).
40. In March 2015, after Clemons's husband unexpectedly passed away, Respondent met with Clemons and her daughter and explained the differences between cases filed under Chapters 7 and 13 of the Bankruptcy Code via the bankruptcy information sheet. Respondent also inquired about Clemons's financial affairs, her income, assets and debts and advised her that she would qualify for a Chapter 7 bankruptcy. Respondent provided Clemons a bankruptcy information sheet and a list of information Clemons needed to provide to him so he could prepare the petition. Respondent asked Clemons to compile documents such as tax returns and bank statements for him to review. In this meeting, Respondent told Clemons that he would be retiring. Respondent stated that he would do the legwork, including gathering the documents and preparing the petition, and his friend, Waldrop, would review the petition with Clemons within a few days of the filing of the petition. Respondent advised that Waldrop would attend the creditor's meeting with Clemons, after the petition was filed. He also quoted Clemons a fee of \$2,030.00 which included costs. (Stipulation, ¶ 32, Joint Exh. A).
41. On April 16, 2015, Respondent met with Clemons a second time to obtain the documents to prepare the bankruptcy filing. In this meeting Clemons and her daughter asked Respondent questions about the bankruptcy, and Respondent provided them with responses and advice. (Stipulation, ¶ 33, Joint Exh. A).
42. On April 16, 2015, Clemons paid Respondent \$2,030.00 by check to "cash". (Stipulation, ¶ 34, Joint Exh. A).
43. On April 20, 2015, Respondent picked up a mortgage document from Clemons. ((Stipulation, ¶ 20, Joint Exh. A).

44. On April 23, 2015, Respondent met with Clemons to review the bankruptcy petition, schedules, and statement of financial affairs. Respondent had gathered all the bankruptcy data from Ms. Clemons, and he prepared the bankruptcy worksheets, which he then submitted to Monahan who electronically input the information. Clemons executed the bankruptcy documents generated by Respondent's efforts. (Stipulation, ¶ 36, Joint Exh. A).
45. At no time did Respondent inform Clemons or her daughter that his license to practice law had been suspended. (Bar Exh. 81).
46. On May 22, 2015, Respondent's assistant filed Clemons's bankruptcy petition using Waldrop's CM/ECF identification number. (Bar Exh. 56). Waldrop testified that he did not authorize Monahan to file the petition. Monahan testified that Waldrop authorized her to file the petition.
47. On June 19, 2015, just three days before Clemons's 341(a) meeting of creditors, Waldrop called Clemons and advised her that Respondent's license to practice law had been suspended. Clemons advised Waldrop that she would hire other counsel, and she asked Waldrop to continue the 341(a) meeting and to return to her the documents she provided Respondent. (Stipulation, ¶ 38, Joint Exh. A).
48. This conversation was the first time Clemons was informed that Respondent's license to practice law had been suspended. (Bar Exh. 81).
49. Respondent requested that Waldrop return Clemons's fee to Respondent. Waldrop contacted the Virginia State Bar and refunded the fee to Clemons. In June 2015, Waldrop returned Clemons's documents to her, however, some documents were missing. Clemons's daughter contacted Respondent to obtain the missing documents, which Respondent provided July 1, 2015. (Stipulation, ¶ 39, Joint Exh. A).

Show Cause Motions against Respondent in Bankruptcy Court

50. In May and July 2015, the United States Trustee filed and served on Respondent three motions to show cause against Respondent and Waldrop in the Booker, Slater, and Clemons matters. (Bar Exhs. 12, 13, 27-32, 47-49, 63-67, 81).
51. The Court issued the three show cause orders and consolidated the matters into a single Miscellaneous Proceeding.
52. On July 15, 2015, the Bankruptcy Court held a consolidated evidentiary hearing on the Miscellaneous Proceeding. (Bar Exhs. 12, 13, 81).

53. At the July 15, 2015, hearing Waldrop testified as follows:
- a. It was not until June 19, 2015, when Waldrop spoke with Clemons that Waldrop became aware that Respondent was filing new bankruptcy cases. Waldrop previously understood that he was helping Respondent wind down bankruptcy cases that Respondent had filed prior to Respondent's September 2014 suspension.
 - b. Waldrop did not review any of the bankruptcy cases which Respondent filed using Waldrop's CM/ECF identification number prior to the date that Respondent or his assistant filed these cases.
 - c. Waldrop did not authorize Respondent to file any new cases under Waldrop's name.
 - d. Waldrop never employed Respondent as a paralegal, nor did Waldrop supervise Respondent's work.
 - e. Waldrop never authorized Respondent to use his letterhead stationery in any capacity. (Bar Exh. 81 and see Stipulation, ¶ 43, Joint Exh. A).
54. At the hearing, Booker, Slater, and Clemons testified as follows:
- a. They did not understand what was happening in their bankruptcy cases.
 - b. They were unaware of the relationship between Respondent and Waldrop.
 - c. Respondent collected information and documentation from them, explained to them the differences between the relief available under Chapters 7 and 13 of the Bankruptcy Code, provided them with a pamphlet providing information on the bankruptcy process, and used the information obtained from them to prepare their bankruptcy filings (petitions, schedules, and statements of affairs). Respondent also advised them regarding available exemptions. (Bar Exh. 81).
55. As reflected in its Memorandum Opinion, the Bankruptcy Court found that Respondent engaged in the unauthorized practice of law by continuing to provide bankruptcy legal services following the suspension of his law license; violated the Court's Case Management/Electronic Case File Policy and misled the Court by using Waldrop's CM/ECF account as his own in order to file documents in the Booker, Slater, and Clemons cases; falsely represented to the Court that Waldrop was the clients' attorney of record when Respondent knew the clients had never met with Waldrop

prior to the filing of their petitions and schedules; misstated the fees paid and to whom they were paid; and violated various provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and local rules. (Bar Exh. 12).

56. The Court found that Clemons, Slater, and Booker were unsophisticated in matters pertaining to bankruptcy law and were vulnerable to Respondent's deceit. (Bar Exh. 12).
57. By Order entered September 3, 2015, the Court removed Respondent as a member of the Bar of the United States Bankruptcy Court for the Eastern District of Virginia and permanently enjoined Respondent from practicing law before the United States Bankruptcy Court for the Eastern District of Virginia and from working as a bankruptcy petition preparer and in a paralegal, secretarial, or other assistant capacity for any member of the Bar of the United States Bankruptcy Court for the Eastern District of Virginia. (Bar Exhs. 12 & 13).
58. Respondent has noted an appeal of the Bankruptcy Court Order. (Bar Exh. 14).

II. NATURE OF MISCONDUCT

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

RULE 3.3 Candor Toward The Tribunal

- (a) A lawyer shall not knowingly:
 - (1) make a false statement of fact or law to a tribunal;

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (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.

RULE 5.5 Unauthorized Practice Of Law; Multijurisdictional Practice of Law

- (c) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

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:

- (1) the representation will result in violation of the Rules of Professional Conduct or other law;

(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)

B. VSB Docket No. 15-032-101743 (Jennifer Gonzalez)

- 59. In the summer of 2014 Jennifer Gonzalez ("Gonzalez") contacted Respondent regarding her financial situation and the possibility of filing bankruptcy. Respondent advised Gonzalez that he only handled Chapter 7 bankruptcies. (Stipulation, ¶ 1, Joint Exh. B).
- 60. Prior to the suspension of his law license, Respondent met with Gonzalez regarding the filing of a Chapter 7 Bankruptcy. Respondent advised Gonzalez that his fee was \$2,030.00, which would include the filing fee. Gonzalez paid Respondent \$250.00 by check. (Stipulation, ¶ 2, Joint Exh. B).
- 61. In early October 2014, Gonzalez and her husband received Respondent's letter notifying them that his license to practice law had been suspended. Gonzalez asserts that she tried several times to contact Respondent before she was able to reach him. Respondent asserts that Gonzalez did not contact him during business

hours, but either early in the morning or in the evening. (Stipulation, ¶ 3, Joint Exh. B).

62. Gonzalez asked Respondent whether they needed to hire another attorney, and if so, she requested a refund of the \$250.00 paid. Respondent stated that he had already earned the fees paid, and they could hire another attorney if they chose, however, Respondent stated they were very close and all he needed was to "get a buddy to press the button." Gonzalez understood that Respondent would prepare the petition and appear at the 341(a) meeting of creditors and that it was "going to be seamless." Respondent contends that he told Gonzalez that their petition would be prepared and that their lawyer would appear at the 341(a) meeting of creditors and it was going to be seamless. An appointment was scheduled for Respondent and the Gonzalezes to meet October 6, 2014 to pay Respondent's balance of \$1,780.00 and to sign the petition. (Stipulation, ¶ 4, Joint Exh. B).
63. On October 6, 2014, the Gonzalezes met with Respondent and paid Respondent \$1,780.00 by check, which Respondent negotiated October 8, 2014. (Stipulation, ¶ 5, Joint Exh. B).
64. In the October 6, 2014, meeting, the Gonzalezes assert that Respondent requested the Gonzalezes sign the Chapter 7 petition but asked that they not date the petition because he did not know how to input the information in the computer. Respondent denies this contention. Respondent explained to the Gonzalezes what they were signing and where they should sign. Respondent advised the Gonzalezes that the petition would be filed on October 7 or 8 at the latest. Gonzalez asked Respondent if she were to apply for another job, when she should do so, and Respondent advised Gonzales to wait until after the 341(a) meeting of creditors. (Stipulation, ¶ 6, Joint Exh. B).
65. The Gonzalezes' petition was not filed on October 7 or 8 because Respondent's "buddy's legal assistant had quit and his buddy didn't know how to use the bankruptcy computer system." (Stipulation, ¶ 7, Joint Exh. B).
66. On October 8, 2014, Respondent told Gonzalez that their petition would be filed, and she would have a case file number by October 10. (Stipulation, ¶ 8, Joint Exh. B).
67. The Gonzalezes' petition was not filed on Friday October 10, nor did Respondent return Gonzalez's calls that day. (Stipulation, ¶ 9, Joint Exh. B).
68. On October 13, 2014, Respondent told Gonzalez he had the flu since October 9, 2014, and he had not been able to find another attorney to handle their bankruptcy. (Stipulation, ¶ 10, Joint Exh. B).
69. On October 14, 2014, Respondent told Gonzalez that David Tabakin, Esq., would take over their case. (Stipulation, ¶ 11, Joint Exh. B).

70. Mr. Tabakin states that Respondent contacted him to advise that his license had been suspended, and Respondent sought his assistance in covering 341(a) meetings for a fee of \$100 per meeting. Mr. Tabakin agreed to appear at 341(a) meetings for 9 to 11 clients, but he did not agree to take over the cases. (Stipulation, ¶ 12, Joint Exh. B).
71. With respect to the Gonzalez matter, Mr. Tabakin states Respondent told him that the Gonzalezes' petition was ready to be filed, and all Mr. Tabakin needed to do was to "push the button." Upon review of the Gonzalez file, however, Mr. Tabakin determined that a substantial amount of work was required before the petition could be filed. Respondent tendered a check in the amount of \$750.00 to Mr. Tabakin for handling the matter. Mr. Tabakin prepared the Gonzalez petition, and he represented them in the bankruptcy, but he did not cash the check. (Stipulation, ¶ 13, Joint Exh. B).

II. NATURE OF MISCONDUCT

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

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

(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.

RULE 5.5 Unauthorized Practice Of Law; Multijurisdictional Practice of Law

(c) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

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:

(1) the representation will result in violation of the Rules of Professional Conduct or other law;

C. VSB Docket No. 15-032-102186 (VSB/Office of the Attorney General)

In addition to engaging in the unauthorized practice of law in Bankruptcy Court, Respondent violated and circumvented the Suspension Order in personal injury cases as well, as exemplified in the following matters, in which he used the trust accounts of

Waldrop and another attorney to collect and disburse client funds:

Waldrop and Attorney Brad Davis

1. As stated above, in the fall of 2014, Respondent contacted Waldrop and advised that Respondent's license had been suspended. In addition to the bankruptcy cases, Respondent advised Waldrop that he had some personal injury cases that had settled, and he was waiting on the settlement checks; however, because Respondent's license was suspended, he needed Waldrop's assistance and trust account to disburse funds to clients. (Stipulation, ¶ 52, Joint Exh. A).
2. Waldrop had no written retainer agreement with any of Respondent's clients or any of the clients discussed herein. (Stipulation, ¶ 53, Joint Exh. A; Keith Waldrop Testimony).
3. Waldrop asserts that he "stupidly relied on the belief that Respondent had done the work on the cases and was just in the process of getting the checks and disbursing the funds." (Bar Exh. 81, Waldrop Testimony).
4. Waldrop did not know that Respondent continued to negotiate settlements and medical liens after his suspension, nor did Waldrop authorize Respondent to settle claims or communicate with insurers, lienholders, the OAG, or anyone on Waldrop's behalf. Waldrop did not represent any of the clients referenced below nor did he employ Respondent as a paralegal or in any capacity at any time. Waldrop did not know about or allow Respondent to send out communications or letters on his behalf or as his paralegal. (Keith and Jennifer Waldrop Testimony).
5. Respondent or his assistant used letterhead with Waldrop's name to communicate with many of the clients and signed letters on Waldrop's behalf. (Respondent stipulation during hearing).
6. Notwithstanding representations made by Respondent on letters sent by Respondent, Respondent is not, and never has been, Waldrop's paralegal, assistant, or employee. Respondent has never worked for Waldrop. (Bar Exh. 81, Keith and Jennifer Waldrop Testimony).
7. As with Waldrop, Respondent contacted Brad Davis ("Davis") after his license was suspended and advised that he needed assistance in closing out existing matters and that he needed to disburse funds to clients whose cases had settled using Davis's trust account because Respondent's license was suspended. Davis told Respondent that he could bring the insurance checks and a breakdown of the disbursements to his office and that Davis would have his assistant deposit the checks in his trust account and make the disbursements consistent with Respondent's breakdown. Davis advised the

bar that he attended high school with Respondent and had known him for 45 years. (Stipulation, ¶ 54, Joint Exh. A).

William Garland

8. Respondent represented William Garland ("Garland") for claims arising out of a March 2013 car accident ("First Accident"). In October 2013, Respondent settled the claims arising out of the First Accident for \$15,000.00, and Respondent disbursed \$4,600.00 to Garland. Virginia Commonwealth University Medical Center d/b/a Medical College of Virginia Hospitals ("MCVH") had a lien in the amount of \$4,976.40 for medical services rendered to Garland ("First MCVH Lien"). (Stipulation, ¶ 55, Joint Exh. A).
9. At the time Respondent met with Garland to disburse the \$4,600.00 in settlement proceeds on the First Accident, Respondent agreed to represent Garland for injuries sustained in an August 2013 accident ("Second Accident"). (Stipulation, ¶ 56, Joint Exh. A).
10. Notwithstanding his suspension, Respondent continued to act as Garland's counsel after his license was suspended. (Bar Exhs. 101-115).
11. In December 2014, well after his suspension was effective, one of Garland's two insurers contacted Respondent to offer policy limits, which Respondent relayed to Garland. Garland requested that Respondent notify the insurance company that he accepted the \$50,000.00 policy limits, for Garland's claims arising from the Second Accident. Respondent in turn contacted the insurer and advised that Garland accepted the limits. Respondent accepted \$50,000.00 on Garland's behalf as settlement of Garland's claims arising from the Second Accident. (Stipulation, ¶ 57, Joint Exh. A).
12. On December 12 and 23, 2014, in increments of \$25,000 each, Respondent caused the \$50,000.00 in settlement funds for Garland to be deposited in Waldrop's trust account. (Stipulation, ¶ 58, Joint Exh. A).
13. As of December 2014, Waldrop was not counsel for Garland, and he had not met Garland. (Stipulation, ¶ 59, Joint Exh. A).
14. MCVH had a \$46,671.10 lien on the \$50,000 settlement ("Second MCVH Lien"). (Stipulation, ¶ 60, Joint Exh. A).
15. On December 23, 2014, notwithstanding his suspension, Respondent received \$14,271.17 of the \$50,000.00 settlement as his attorney's fee. (Stipulation, ¶ 61, Joint Exh. A).

16. One week prior, by check dated December 16, 2014, \$2,395.49 of the \$50,000.00 settlement was disbursed to MCH, the lessor of Respondent's law office. (Stipulation, ¶ 62, Joint Exh. A).
17. Notwithstanding his suspension, Respondent communicated with the Virginia's Office of the Attorney General Division of Debt Collection, which represented MCVH regarding its liens. (Stipulation, ¶ 63, Joint Exh. A).
18. At no time did Respondent ever advise counsel for the OAG or the OAG that his license to practice law was suspended in September 2014. (Stipulation, ¶ 64, Joint Exh. A).
19. By letter dated December 9, 2014, Respondent responded to the OAG on behalf of Garland (Stipulation, ¶ 65, Joint Exh. A) and attempted to negotiate the Second MCVH Lien. (Bar Exh. 105).
20. In February 2015, Respondent contacted the OAG regarding the status of his reduction request for the Second MCVH Lien. (Stipulation, ¶ 66, Joint Exh. A).
21. The OAG subsequently became aware that Respondent's license had been suspended in September 2014 and did not respond to Respondent regarding settlement. Instead, by letters dated March 6 and 9, 2015, the OAG wrote to Garland, with a copy to Respondent, requesting direction on how to proceed regarding both MCVH Liens in light of the fact that Respondent could not negotiate or settle claims or liens on Garland's behalf in light of his suspension. (Stipulation, ¶ 67, Joint Exh. A).
22. Respondent subsequently contacted Garland and prepared a letter, signed by Garland, advising the OAG that Waldrop (whom Garland had never met) was his counsel on the MCVH Liens. (Stipulation, ¶ 68, Joint Exh. A).
23. On April 21, 2015, Respondent received a disbursement of \$8.00 in costs from the \$50,000 Garland settlement. (Stipulation, ¶ 69, Joint Exh. A).

Natty Coppin

24. On September 9, 2014, prior to Respondent's suspension, the OAG, Division of Debt Collection, on behalf of MCVH, wrote to Respondent as counsel for Natty Coppin ("Coppin") and advised Respondent of its lien for medical services provided to Coppin. (Stipulation, ¶ 70, Joint Exh. A).
25. After Respondent's license was suspended, on October 7, 2014, the insurer issued a check in the amount of \$16,500.00 to Natty Coppin and Kenneth W. Paciocco, his attorney. (Stipulation, ¶ 71, Joint Exh. A).

26. On October 15, 2014, Respondent either deposited or caused to be deposited the \$16,500.00 in Davis's trust account. (Stipulation, ¶ 72, Joint Exh. A).
27. After Respondent's license was suspended, Respondent continued to communicate with the OAG and to attempt to negotiate the lien on Coppin's behalf. (Stipulation, ¶ 73, Joint Exh. A).
28. By letter dated November 17, 2014, Respondent, on behalf of Coppin, responded to the OAG and attempted to negotiate the lien. Respondent opened his letter as follows: "I am writing on behalf of Natty Coppin, requesting a compromise of the Commonwealth's lien listed above. Below you will find the information you ordinarily require." Respondent then provided the information requested, and he concluded by requesting a compromise of the lien "as settlement in full of its claim against Mr. Coppin." (Stipulation, ¶ 74, Joint Exh. A).
29. By letter dated January 12, 2015, to Respondent on Coppin's behalf, counsel for the OAG responded to Respondent's request for a reduction of the lien and stated that he would recommend a compromise of the lien. Counsel asked Respondent to notify him in writing as to whether his proposal to recommend a compromise was acceptable to Coppin, at which time counsel would seek approval of the compromise. (Stipulation, ¶ 75, Joint Exh. A).
30. By letter dated January 13, 2015, from Respondent to counsel for the OAG, Respondent advised that the OAG's compromise was acceptable to Coppin and asked that counsel "(p)lease recommend this compromise as soon as possible so that this debt can be paid." (Stipulation, ¶ 76, Joint Exh. A).
31. By letter dated January 22, 2015, counsel for the OAG advised Respondent that he received the necessary authorizations to accept to compromise the lien, and counsel asked Respondent to forward a check in the agreed-upon compromise amount to the Treasurer of Virginia. (Stipulation, ¶ 77, Joint Exh. A).
32. By letter dated January 28, 2015, Respondent enclosed two checks for the OAG, one for Coppin, and one for client James Washington, discussed below. The Coppin check was written off Davis's escrow account. (Stipulation, ¶ 78, Joint Exh. A).

James Washington

33. Prior to Respondent's suspension James Washington ("Washington") and Yolanda Green ("Green") retained Respondent to represent them for injuries they sustained in a December 7, 2013, car accident. (Stipulation, ¶ 79, Joint Exh. A).

34. Following Respondent's suspension, on September 25, 2014, Respondent, on Washington's behalf, negotiated a \$10,000.00 settlement with the insurer of the driver of the car which struck Washington. (Stipulation, ¶ 80, Joint Exh. A).
35. By letter dated September 25, 2014, the insurer provided to Respondent a release and settlement check for \$10,000.00 made payable to James Washington and his attorney Kenneth Paciocco, inclusive of all liens. Pursuant to Va. Code Section 38.2-236 the insurer copied Washington on this correspondence. (Stipulation, ¶ 81, Joint Exh. A).
36. By letter dated October 2, 2014, Respondent provided the insurer with the signed release. (Stipulation, ¶ 82, Joint Exh. A).
37. Respondent provided Washington with a disbursement sheet reflecting that Respondent would receive \$3,333.33, and Washington would receive \$1,964.08 of the \$10,000 in settlement proceeds. The remaining amounts were held for liens, including a lien to MCVH in the amount of \$3,067.85. (Stipulation, ¶ 83, Joint Exh. A).
38. Respondent caused the \$10,000.00 to be deposited in Davis's trust account. (Stipulation, ¶ 84, Joint Exh. A).
39. On October 3, 2014, Respondent received, \$3,333.33, his share of the settlement proceeds by check from Davis's trust account. (Stipulation, ¶ 85, Joint Exh. A).
40. On October 3, 2014, Respondent also received a check in the amount of \$1,964.08 from Davis's trust account, which Respondent tendered to Washington. (Stipulation, ¶ 86, Joint Exh. A).
41. By letter received by the OAG, Division of Debt Collection, on October 2, 2014, Respondent advised that he represented Washington and that Washington sought a reduction of its lien from \$3,067.85 to \$2,000.00. (Stipulation, ¶ 87, Joint Exh. A).
42. By letter dated October 2, 2014, to Respondent, the OAG requested information in order to analyze Respondent's request for a compromise of its lien. (Stipulation, ¶ 88, Joint Exh. A).
43. By letter dated October 13, 2014, Respondent's assistant provided the OAG with the information requested in the OAG letter of October 2, 2014. (Stipulation, ¶ 89, Joint Exh. A).
44. By letter dated December 8, 2014, to Respondent, counsel for the OAG responded to Respondent's request for a reduction of the lien, and the two

subsequently negotiated a small reduction in the lien. (Stipulation, ¶ 90, Joint Exh. A).

45. By letter dated January 22, 2015, counsel for the OAG advised Respondent that he received the necessary authorizations to compromise the lien, and counsel asked Respondent to forward a check in the agreed-upon compromise amount to the Treasurer of Virginia. (Stipulation, ¶ 91, Joint Exh. A).
46. By letter dated January 28, 2015, Respondent enclosed two checks for the OAG, one for Coppin, discussed above, and one for Washington. The Washington check was written off the trust account of Davis. (Stipulation, ¶ 92, Joint Exh. A).
47. By check dated January 26, 2015, also written off Davis's trust account, \$250.00 was disbursed to Washington. (Stipulation, ¶ 93, Joint Exh. A).

Yolanda Green

48. As stated, Respondent also represented Green for her injuries in the December 7, 2013, accident. (Stipulation, ¶ 94, Joint Exh. A).
49. As with his handling of the Washington matter, Respondent negotiated a settlement in Green's case after September 15, 2014, the effective date of Respondent's three-year suspension. (Bar Exhs. 157-167, Stipulated Testimony of Ralph ("Chip") Malus, Joint Exh. C).
50. The insurer's log of communications reflects that (a) the insurer dealt with Respondent as Green's counsel after September 2014; (b) as of September 25, 2014, Respondent had not even made a settlement demand; and (c) Respondent negotiated settlement in November 2014. (Bar Exh. 157, Stipulated Testimony of Ralph ("Chip") Malus, Joint Exh. C).
51. On September 25, 2014, Mr. Malus requested a demand package from Respondent. (Stipulated Testimony of Malus, Joint Exh. C).
52. Having received no response, on October 21, 2014, Mr. Malus called Respondent at his law office number to again request the package. (Stipulated Testimony of Malus, Joint Exh. C).
53. By letter dated November 13, 2014, on letterhead with Waldrop's name, and which appears to be, but which was not, signed by Waldrop, Respondent wrote to the insurer regarding settlement. By this letter Respondent requested Mr. Malus contact Respondent, "of my office," at Respondent's law office number, to discuss his settlement offer. (Bar Exh. 158, Stipulation, ¶ 95, Joint Exh. A, Malus Stipulated Testimony, Joint Exh. C; Respondent's Stipulation during Hearing).

54. Waldrop did not employ Respondent as his paralegal nor did he explicitly or implicitly authorize Respondent to send the letter dated November 13, 2014. Waldrop had no knowledge that Respondent was negotiating personal injury settlements or that Respondent was sending letters to insurers stating that he was Waldrop's paralegal, and Waldrop did not explicitly or implicitly authorize Respondent to send this or any letters in any cases as Waldrop's agent or paralegal. (Keith and Jennifer Waldrop Testimony).
55. By letter dated November 26, 2014, from the insurer to Respondent, the insurer confirmed settlement reached with Respondent on Green's behalf in the amount of \$9,000.00, and the insurer enclosed a check in the amount of \$9,000.00 made payable to Green and Keith Waldrop, whom Green had not met, as well as a release. The insurer copied Green on the November 26 correspondence. (Stipulation, ¶ 96, Joint Exh A).
56. On December 5, 2014, Respondent either deposited or caused to be deposited the settlement check into Waldrop's trust account. It appears that Respondent endorsed the check as Waldrop, as Waldrop states that he did not endorse the check, and the signature is not his. (Stipulation, ¶ 97, Joint Exh. A).
57. The \$9,000.00 in settlement funds were disbursed in accordance with Respondent's instructions. (Stipulation, ¶ 98, Joint Exh. A).
58. On December 10, 2014, \$4,680.99 of the \$9,000.00 settlement was disbursed to Respondent as his fee. (Stipulation, ¶ 99, Joint Exh. A).
59. Ralph "Chip" Malus is the claims adjustor who handled the Washington and Green claims from beginning to resolution. (Stipulated Testimony of Ralph Malus, Joint Exh. C).
60. Ralph Malus diared his communications for each claim in his CRN-1 logs, Bar Exhibits 137 and 157, and he noted all entries in each log each and every time he spoke with anyone regarding the claims. (Stipulated Testimony of Ralph Malus, Joint Exh. C).
61. Mr. Malus never changed his contact information for either claim. Mr. Malus had Respondent listed as the attorney for his entire handling of both claims. (Stipulated Testimony of Ralph Malus, Joint Exh. C).
62. Respondent was the only attorney and agent with whom Ralph Malus communicated on behalf of Mr. Washington and Ms. Green throughout Mr. Malus's handling of the two claims. (Stipulated Testimony of Ralph Malus, Joint Exh. C).

63. At no time did Respondent ever advise Mr. Malus that his license to practice law was suspended effective September 15, 2014. (Stipulated Testimony of Ralph Malus, Joint Exh. C).

Lanny Jones

64. In September 2013, Lanny Jones ("Jones") was in a car accident and hired Respondent to represent him for his claims arising out of the accident. Respondent's contract of employment stated that Respondent would receive 33% of any recovery. (Stipulation, ¶ 100, Joint Exh. A).
65. In September 2014, as of the time Respondent's license to practice law was suspended, Respondent had not settled Jones's case. (Stipulation, ¶ 101, Joint Exh. A).
66. By letter dated September 29, 2014, to Jones, with copies to the bar and the Clerk of the Disciplinary System, Respondent advised Jones of his three-year suspension. (Stipulation, ¶ 102, Joint Exh. A).
67. In November 2014 and January 2015, Respondent continued to seek information from medical providers regarding Jones's medical bills and treatment. (Stipulation, ¶ 103, Joint Exh. A).
68. By letter dated January 6, 2015, on Respondent's letterhead and signed by Respondent, Respondent requested medical charges from a provider, and Respondent enclosed an authorization executed by his client, witnessed by his assistant, on January 6, 2015. (Stipulation, ¶ 104, Joint Exh. A).
69. By letter dated January 12, 2015, again on Respondent's letterhead, Respondent requested medical charges from a provider, and Respondent enclosed an authorization executed by his client, witnessed by his assistant, on January 12, 2015. (Stipulation, ¶ 105, Joint Exh. A).
70. By letter dated January 12, 2015, written by Respondent on his letterhead and signed by Respondent, Respondent wrote to Jones requesting W-2 forms for 2013 and 2014 "so that I can establish your lost income as a result of this accident. As soon as I get this information we will be in a position to get a settlement offer from the insurance company." (Stipulation, ¶ 106, Joint Exh. A).
71. Also by letter dated January 12, 2015, Respondent, now on what appears to be Waldrop's letterhead and signed by Waldrop, wrote to the insurer with an analysis of Jones's claim, asking that the insurer contact "my paralegal, Ken Paciocco, at (804) 937-8364." (Stipulation, ¶ 107, Joint Exh. A).

72. At no time did Waldrop employ Respondent as a paralegal. (Waldrop Testimony).
73. By e-mail dated February 4, 2015, from Respondent's assistant to the insurer, and purporting to write as Waldrop, either Respondent or his assistant at his instruction, provided an analysis of the Jones claim and recommended a settlement. The final paragraph requested that the insurer contact Respondent of Waldrop's office. (Stipulation, ¶ 108, Joint Exh. A). Waldrop was unaware of this communication, and he did not authorize it. (Keith Waldrop Testimony).
74. By letter dated February 6, 2015, to Respondent at his address, Marlon Vick, the claims adjuster advised Respondent that he was now handling the claim. (Stipulation, ¶ 109, Joint Exh. A).
75. On February 20, 2015, Mr. Vick spoke to Respondent and advised Respondent that he did not yet have authority because the evaluation was incomplete. (Stipulated Vick Testimony, Joint Exh. C).
76. On March 4, 2015, Respondent left Mr. Vick a voicemail message advising that Mr. Jones was employed as a carpenter and was still working. (Stipulated Vick Testimony, Joint Exh. C).
77. On March 10, 2015, Mr. Vick returned Respondent's call and advised Respondent that his evaluation was complete, and he awaited settlement authority from his manager. (Stipulated Vick Testimony, Joint Exh. C).
78. On March 24, 2015, Mr. Vick either spoke to Respondent or left him a voicemail with more questions about Mr. Jones's injuries. (Stipulated Vick Testimony, Joint Exh. C).
79. On March 25, 2015, Respondent called Mr. Vick and addressed his questions about the extent and status of Mr. Jones's injuries. (Stipulated Vick Testimony, Joint Exh. C).
80. On April 7, 2015, Mr. Vick called Respondent and stated he was ready to begin negotiations. (Stipulated Vick Testimony, Joint Exh. C).
81. On April 13, 2015, Mr. Vick spoke with Respondent and made an offer. Respondent countered, and Respondent contacted Mr. Vick later on April 13, 2015, at which time the two agreed on a settlement of \$25,000. (Stipulated Vick Testimony, Joint Exh. C).
82. By letter dated April 13, 2015, to Respondent, the insurer enclosed a release and payment of \$25,000.00 and requested that payment be withheld until the release was signed by Jones. (Stipulation, ¶ 110, Joint Exh. A).

83. The insurer reissued the same letter the next day to Waldrop at Respondent's address. (Stipulation, ¶ 111, Joint Exh. A).
84. Waldrop never spoke with the claims agent, Marlon Vick, nor was Waldrop aware that Respondent was negotiating the Lanny Jones personal injury settlement after the suspension of his license. Waldrop believed that Respondent had negotiated all cases and that he solely sought Waldrop's assistance with the disbursement of personal injury funds on settlements which were negotiated prior to the suspension of his license. (Keith Waldrop Testimony).
85. Respondent was the only attorney and agent with whom Marlon Vick communicated on behalf of Mr. Jones throughout Mr. Vick's handling of the claim. (Stipulated Testimony of Marlon Vick, Joint Exh. C).
86. At no time did Respondent ever advise Mr. Vick that his license to practice law was suspended effective September 15, 2014. (Stipulated Testimony of Marlon Vick, Joint Exh. C).
87. On April 17, 2015, at Respondent's instruction, \$25,000.00 in settlement funds received by Respondent on Jones's behalf, was deposited into Waldrop's trust account. (Stipulation, ¶ 112, Joint Exh. A).
88. On April 28, 2015, prior to Jones's execution of the release, Respondent's full attorneys' fee of \$8,333.33 was disbursed to Respondent. (Stipulation, ¶ 113, Joint Exh. A).
89. In June 2015, Jones, witnessed by Respondent's assistant, executed the release, and the settlement funds were disbursed in accordance with Respondent's instructions. (Stipulation, ¶ 114, Joint Exh. A).
90. Waldrop handled the remaining lien payments and med pay issues in 2015 and disbursed funds to Jones. (Stipulation, ¶ 115, Joint Exh. A).

Bennie Williams

91. On April 1, 2014, Respondent agreed to represent Bennie Williams ("Williams") for injuries sustained in a March 2014 accident. Respondent's contract of employment stated that Respondent would receive 33% of any recovery. (Stipulation, ¶ 116, Joint Exh. A).
92. As of September 15, 2014, Williams's case was open and had not been resolved. Respondent had only learned of the claims adjustor handling Williams's claim in August 2014, at which time Respondent was asked to provide all documentation regarding the case, including medical

documentation and treatment status, to assist in the insurer's investigation. (Stipulation, ¶ 117, Joint Exh. A; Stipulated Salonga Testimony, Joint Exh. C).

93. By letters dated August 14, 2014, and September 12, 2014, to certain medical providers and potential lien holders, Respondent advised of his representation. Thus, three days before his suspension, Respondent was advising parties of his representation of Williams. (Stipulation, ¶ 118, Joint Exh. A).
94. By letter dated September 30, 2014, Respondent advised Williams, with a copy to the Virginia State Bar, of the three-year suspension of his license to practice law, effective September 15, 2014. (Stipulation, ¶ 119, Joint Exh. A).
95. Notwithstanding this suspension, in November 2014, Respondent sought information regarding Williams's claims from his various medical providers. The Authorizations to Disclose Health Information, executed November 10, 2014, and November 19, 2014, which Respondent provided these providers requested that information be disclosed and returned to Respondent. (Stipulation, ¶ 120, Joint Exh. A).
96. Erin Michelle DiDomenico Salonga is the casualty claims examiner who handled the Williams claim from August 5, 2014, until the matter settled in January 2015. (Stipulated Salonga Testimony, Joint Exh. C).
97. Respondent was the only attorney and agent with whom Erin DiDomenico Salonga, the claims adjustor for Williams, communicated on behalf of Mr. Williams throughout the handling of the Williams Claim. (Stipulated Salonga Testimony, Joint Exh. C).
98. At no time did Respondent ever advise Ms. Salonga that his license to practice law was suspended effective September 15, 2014. (Stipulated Salonga Testimony, Joint Exh. C).
99. On September 15 and October 29, 2014, Ms. Salonga left messages for Respondent. (Stipulated Salonga Testimony, Joint Exh. C).
100. On October 29, 2014, Ms. Salonga received a voicemail from Respondent. (Stipulated Salonga Testimony, Joint Exh. C).
101. On October 30, 2014, Ms. Salonga spoke to Respondent. Ms. Salonga requested medical records and bills so that the insurer could expediently resolve the matter. (Stipulated Salonga Testimony, Joint Exh. C).
102. On November 19, 2014, Respondent called and spoke to Ms. Salonga's co-worker. Respondent requested that the insurer send a copy of the police report to him. (Stipulated Salonga Testimony, Joint Exh. C).

103. On December 22, 2014, Respondent sent a demand package to the insurer. (Stipulated Salonga Testimony, Joint Exh. C).
104. On December 23, 2014, Respondent contacted Ms. Salonga to ensure receipt of his package. Ms. Salonga confirmed receipt later that day. (Stipulated Salonga Testimony, Joint Exh. C).
105. On December 29, 2014, Ms. Salonga advised Respondent that she had reviewed the package and was in a position to tender limits, and she required a release. (Stipulated Salonga Testimony, Joint Exh. C).
106. By letter dated December 29, 2014, months after Respondent's suspension, the insurer sent to Respondent, Attorney at Law, a letter confirming settlement of Williams's claim and asked that Respondent have his client sign the release and for Respondent to return the release. The insurer further noted that it forwarded a settlement check for \$100,000.00 under separate cover. (Stipulation, ¶ 121, Joint Exh. A).
107. The insurer sent to Respondent a check dated December 29, 2014, in the amount of \$100,000.00, to Respondent and Bennie A. Williams. The check represented payment under bodily injury liability coverage for full and final settlement to include all liens known and unknown. (Stipulation, ¶ 122, Joint Exh. A).
108. By letter dated December 29, 2014, the insurer also provided notice of the settlement and payment to Williams. (Stipulation, ¶ 123, Joint Exh. A).
109. In January 2015, Respondent caused the \$100,000.00 to be deposited into Waldrop's trust account. (Stipulation, ¶ 124, Joint Exh. A).
110. Respondent prepared a disbursement sheet, and, in January 2015, all settlement funds were disbursed according to his instructions. (Stipulation, ¶ 125, Joint Exh. A).
111. In January 2015, at Respondent's instruction, Respondent received his full attorney's fee of \$33,333.33. At Respondent's request, Waldrop or his office disbursed Respondent's fee in three separate checks for \$9,000.00 and one check for \$6,333.33. (Stipulation, ¶ 126, Joint Exh. A).

Cecelia Davis

112. In March 2014, Cecelia Davis ("Davis") retained Respondent to represent her for injuries she sustained in the March 2014 car accident which also involved Respondent's client Natty Coppin, discussed above. Respondent's contract

of employment stated that Respondent would receive 33% of any recovery. (Stipulation, ¶ 127, Joint Exh. A).

113. By letter dated September 29, 2014, to Davis, with copies to the bar and the Clerk of the Disciplinary System, Respondent advised Davis of his three-year suspension. (Stipulation, ¶ 128, Joint Exh. A).
114. By letter dated January 6, 2015, on his own letterhead and signed by him, Respondent requested medical records for Ms. Davis, whose claim was as yet unresolved. Respondent enclosed an authorization executed by his client November 13, 2014. (Stipulation, ¶ 129, Joint Exh. A).
115. By letter dated January 13, 2015, this time on Waldrop's letterhead and apparently, but not actually, signed by Waldrop, Respondent advised the insurer that Waldrop had taken over the handling of the Davis claim and provided an analysis of the claim. Respondent, as Waldrop, suggested a settlement amount which he would recommend. (Stipulation, ¶ 130, Joint Exh. A).
116. In February 2015 Respondent settled the case. (Bar Exhs. 230-242; see also Stipulation, ¶ 131, Joint Exh. A, "In February 2015 the case was settled. Respondent disputes that he settled the case as Ms. Davis's counsel, rather he contends he was acting as Waldrop's paralegal"; Waldrop Testimony).
117. By letter dated February 24, 2015, to Waldrop, the insurer provided a settlement check in the amount of \$12,500.00 and a release. (Stipulation, ¶ 132, Joint Exh. A).
118. On March 10, 2015, at Respondent's instruction, and/or by Respondent and/or his assistant, the settlement check was deposited into Waldrop's trust account, and funds were disbursed at Respondent's instruction. (Stipulation, ¶ 133, Joint Exh. A).
119. By check dated March 10, 2015, to Respondent, Respondent received his full attorneys' fee of \$4,083.33. Respondent cashed the check March 11, 2015. (Stipulation, ¶ 134, Joint Exh. A).
120. Ms. Davis executed the release on March 11, 2015, witnessed by Respondent's assistant, and the release was sent to the insurer on March 24, 2015. (Stipulation, ¶ 135, Joint Exh. A).

Lance Carter

121. In July 2012, Lance Carter ("Carter") retained Respondent to represent him in a personal injury matter. Respondent's contract of employment stated

that Respondent would receive 33% of any recovery. (Stipulation, ¶ 136, Joint Exh. A).

122. Alec Collins was the claims adjuster who handled the Carter claim from September 9, 2014, until Respondent settled the matter in November 2014. (Stipulated Collins Testimony, Joint Exh. C).
123. Respondent was the only attorney and agent with whom Mr. Collins communicated on behalf of Mr. Carter throughout his handling of the Carter claim. (Stipulated Collins Testimony, Joint Exh. C).
124. At no time did Respondent ever advise Mr. Collins that his license to practice law had been suspended effective September 15, 2014. (Stipulated Collins Testimony, Joint Exh. C).
125. On September 12, 2014, three days before his suspension became effective, Respondent provided Collins with an analysis of Carter's claim, and Respondent advised that he would recommend a settlement demand in a certain amount to his client. Respondent asked that the insurer contact him to discuss resolution. (Stipulation, ¶ 137, Joint Exh. A).
126. On September 15, 2014, the effective date of his suspension, Mr. Collins sent Respondent a letter confirming receipt of the September 12, 2014, demand package. (Stipulated Collins Testimony, Joint Exh. C).
127. On September 18, 2014, Respondent and Mr. Collins spoke on the phone. The two discussed witnesses to Mr. Carter's accident, lines of coverage, and they reviewed the Lance Carter claim and demand. (Stipulated Collins Testimony, Joint Exh. C).
128. The two phone numbers Mr. Collins had for Respondent were his office number and his cell number. (Stipulated Collins Testimony, Joint Exh. C).
129. By letter dated September 30, 2014, to Carter, with copies to the bar and the Clerk of the Disciplinary System, Respondent advised Davis of his three-year suspension. (Stipulation, ¶ 138, Joint Exh. A).
130. On October 6, 2014, Respondent left Mr. Collins a voicemail seeking an update on the matter. (Stipulated Collins Testimony, Joint Exh. C).
131. On October 6, 2014, Mr. Collins left Respondent a message stating that the liability analysis was pending and he needed more information regarding Mr. Carter. (Stipulated Collins Testimony, Joint Exh. C).
132. On October 28, 2014, Respondent left a voicemail with Mr. Collins's colleague. (Stipulated Collins Testimony, Joint Exh. C).

133. On October 28, 2014, Mr. Collins returned Respondent's call and tendered policy limits. (Stipulated Collins Testimony, Joint Exh. C).
134. On October 28, 2014, Respondent and Mr. Collins agreed to settle the matter, and Mr. Collins mailed Respondent a release with a letter acknowledging the settlement. (Stipulated Collins Testimony, Joint Exh. C).
135. On October 31, 2014, Mr. Collins received the release, signed by Mr. Carter, and witnessed by Respondent and Monahan. (Stipulated Collins Testimony, Joint Exh. C).
136. On October 31, 2014, Mr. Collins learned of a child support lien against Mr. Carter, and that day, Mr. Collins discussed the lien with Respondent. (Stipulated Collins Testimony, Joint Exh. C).
137. On November 3, 2014, Respondent and Mr. Collins further discussed the matter and ultimately agreed that Liberty Mutual would deduct the lien from Mr. Carter's settlement and pay the lien to the lienholder. (Stipulated Collins Testimony, Joint Exh. C).
138. Respondent thus settled the case for the sum of \$50,000.00 after he was suspended. (Bar Exhs. 243-257, Stipulated Testimony of Alec Collins, Joint Exh. C).
139. By letter dated November 5, 2014, the insurer notified Carter of the settlement and that payment was sent to Respondent, and the insurer copied Kenlaw, Ltd. (Stipulation, ¶ 140, Joint Exh. A; Stipulated Collins Testimony, Joint Exh. C).
140. The insurer provided Respondent a check in the amount of \$39,388.21, the \$50,000.00 minus a child support lien. (Stipulation, ¶ 141, Joint Exh. A).
141. On November 13, 2014, the Carter settlement of \$39,388.21 was deposited into Waldrop's trust account. (Stipulation, ¶ 142, Joint Exh. A).
142. From November 13, 2014, to March 4, 2015, the Carter settlement funds were disbursed at Respondent's direction. (Stipulation, ¶ 143, Joint Exh. A).
143. By check dated November 17, 2014, at Respondent's direction, he received his full one-third contingency fee of \$16,666.66. Respondent cashed this check November 17, 2014. (Stipulation, ¶ 144, Joint Exh. A).
144. By checks dated November 25, 2014, Respondent received an additional \$1,830.00, and Waldrop received \$200.00. Respondent cashed his check November 26, 2014. (Stipulation, ¶ 145, Joint Exh. A).

145. On March 4, 2015, Respondent was reimbursed for advanced costs.
(Stipulation, ¶ 146, Joint Exh. A).

II. NATURE OF MISCONDUCT

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

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

(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.

RULE 5.5 Unauthorized Practice Of Law; Multijurisdictional Practice of Law

(c) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;

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

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:

(1) the representation will result in violation of the Rules of Professional Conduct or other law;

(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)

III. SANCTION

Following the announcement of its decision on the Rule violations, the Court received into evidence that Respondent had received a three-year suspension, effective September 15, 2104 to September 15, 2017, for violations of various provisions of Rules 1.4(a), 1.15(a)(3)(i)(ii), 1.15(b)(1)(3)(4)(5), 1.15(c)(1)(2)(i)(ii), 1.15(d)(3)(i)(ii)(iii)(iv), and 8.4(c). The Bar and Respondent presented arguments on the type of sanction to be imposed.

The Court retired to deliberate, and thereafter, based on the evidence presented and the arguments of counsel, ORDERED that Respondent's license be REVOKED, effective January 21, 2016.

IT IS FURTHER ORDERED that, as directed in the Court's Summary Order entered January 21, 2016, Respondent shall comply with the requirements of Part Six, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. The Respondent shall forthwith give notice by certified mail, return receipt requested, of the Revocation of Respondent's license to practice law in the Commonwealth of Virginia, to any and all clients for whom the Respondent is currently handling matters and to all opposing attorneys and presiding judges in pending litigation. The Respondent shall also make appropriate arrangements for the disposition of matters then in the Respondent's care in conformity with the wishes of his clients. Respondent shall give such notice within 14 days of the effective date of the Revocation, and make such arrangements as are required herein within 45 days of the effective date of the Revocation. The Respondent shall also furnish proof to the Bar within 60 days of the effective date of the Revocation that such notices have been timely given and such arrangements made for the disposition of matters. If the Respondent is not handling any client matters on the effective date of the Revocation, he 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 13-29 shall be determined by the Virginia State Bar Disciplinary Board, unless the Respondent makes a timely request for hearing before a three-judge Circuit Court.

IT IS FURTHER ORDERED that costs shall be assessed by the Clerk of the Disciplinary System pursuant to Paragraph 13-9.E. of the Rules.

IT IS FURTHER ORDERED that the Clerk of the Disciplinary System shall comply with the public notice requirements of Paragraph 13-9.G. of the Rules.

IT IS FURTHER ORDERED that the Clerk of the Circuit Court shall mail a copy teste of this Order by certified mail to the Respondent, Kenneth Wayne Paciocco, at his last address of record with the Virginia State Bar, Kenneth W. Paciocco, 9514 Catesby Lane, Henrico, VA 23238, and by regular mail to the counsel of record, and the Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700,

Richmond, Virginia 23219-3565.

IT IS FURTHER ORDERED that upon the end of all proceedings in this matter, the Clerk of the Disciplinary System shall maintain the complete file of this matter in accordance with the Bar's file retention policies and requirements.

ENTERED: 3.7.16

William Shanell
Chief Judge Designate

SEEN AND AGREED:

Renu M. Brennan
Assistant Bar Counsel
Renu M. Brennan

SEEN AND OBJECTED

Joseph W. Raglazzo
Respondent Joseph W. Raglazzo

A Copy
Teste: EDWARD F. JEWETT, CLERK
BY: [Signature] D.C.