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JUN 30 2014

**BEFORE THE FIFTH DISTRICT SUBCOMMITTEE, SECTION III  
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF  
Dena M. Roudybush**

**VS B Docket No. 14-053-097108**

**SUBCOMMITTEE DETERMINATION  
Public Reprimand Without Terms**

On 18 June 2014 a meeting was held in this matter before a duly convened Fifth District Subcommittee, Section III, consisting of Timothy M. Purnell, Chair, Peter J. Schwartz, Member, and Patricia C. Palmer, LayMember.

During the meeting, the Subcommittee voted to approve an Agreed Disposition for a Public Reprimand without Terms pursuant to Part 6, § IV, ¶ 13-15.B.4. of the Rules of the Supreme Court of Virginia. The Agreed Disposition was entered into by the Virginia State Bar, by Prescott L. Prince, Assistant Bar Counsel, and Dena M. Roudybush, Respondent, *pro se*.

WHEREFORE, the Fifth District Subcommittee, Section III of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand without Terms:

**I. FINDINGS OF FACT**

1. At all times relevant to the conduct set forth herein, Dena M. Roudybush, (“Respondent” or “Ms. Roudybush”) was an attorney licensed to practice law in the Commonwealth of Virginia.

2. Ms. Roudybush, at all times relevant hereto, was the President and sole director and supervising attorney of the law firm known as Compliance Counsel, PC.

3. As President, sole director and supervising attorney of said law firm, Ms. Roudybush is responsible and accountable for the actions of said firm and its employees.

The primary business of Compliance Counsel was assisting individuals who request legal intervention to modify an existing home mortgage, rescind a foreclosure, and/or needed to forestall a foreclosure on said property.

4. Commencing in late 2008 through June 2010, Jim Pawlak, worked for Compliance Counsel as an independent contractor. Thereafter, from June 2010 through November 2010, Mr. Pawlak was a W-2 employee of Compliance Counsel. Mr. Pawlak is not an attorney. His responsibilities as an independent contractor with Compliance Counsel included originating new business as well as performing various administrative duties on cases of existing clients.

6. The typical retainer agreement for the clients of Compliance Counsel provided for an initial payment to be made before any work commenced and thereafter for the client to make regular monthly payments with the amount of the monthly payment being roughly one-half of the client's existing mortgage payment up to a maximum of \$1,500. Mr. Pawlak was to be paid 30% of the total amount paid by each client that he recruited for Compliance Counsel, contingent on Pawlak's continuing to provide services to Compliance Counsel as law firm manager during the time that the client continued to employ Compliance Counsel.

7. In approximately June of 2010, Mr. Pawlak became a full time employee of Compliance Counsel. Mr. Pawlak and Ms. Roudybush agreed that he was to be paid 50% of the first month's payment from the client for all cases which he originated and 30% of all subsequent payments from such clients. In cases that were not originated by Mr. Pawlak, he (Pawlak) was to receive 30% of the first month's payment and 10% of all subsequent payments.

8. The salary arrangement between Mr. Pawlak and Compliance Counsel violated the Rules of Professional Conduct in that it constituted fee-splitting and was not a mere profit-sharing agreement. The compensation plan further violated the Rules in that it was based, in part, on the recruitment of individual clients.

9. Mr. Pawlak's employment with Compliance Counsel was terminated by mutual agreement in late 2010.

10. In late 2013, the Respondent voluntarily discontinued her law practice and closed the law firm of Compliance Counsel.

## **II. NATURE OF MISCONDUCT**

Such conduct by Dena M. Roudybush constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

### **RULE 5.4 Professional Independence Of A Lawyer**

(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that:

(3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement; and

### **RULE 7.3 Direct Contact With Potential Clients**

(b) A lawyer shall not give anything of value to a person for recommending the lawyer's services except that a lawyer may:

(1) pay the reasonable costs of advertisements or communications permitted by this Rule and Rule 7.1;

(2) pay the usual charges of a legal service plan or a not-for-profit qualified lawyer referral service;

(3) pay for a law practice in accordance with Rule 1.17; and

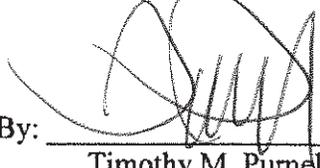
(4) give nominal gifts of gratitude that are neither intended nor reasonably expected to be a form of compensation for recommending a lawyer's services.

**III. PUBLIC REPRIMAND WITHOUT TERMS**

Accordingly, having approved the agreed disposition, it is the decision of the Subcommittee to impose a **Public Reprimand Without Terms** and Dena M. Roudybush is hereby so reprimanded.

Pursuant to Part 6, § IV, ¶ 13-9.E of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

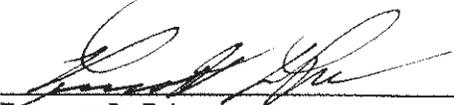
FIFTH DISTRICT SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

By: 

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Timothy M. Purnell  
Subcommittee Chair

**CERTIFICATE OF MAILING**

I certify that on 30 June, 2014, a true and complete copy of the Subcommittee Determination (PUBLIC Reprimand Without Terms) was sent by certified mail, return receipt requested to Dena M. Roudybush, Respondent, *pro se*, at 12210 Fairfax Towne Center, Suite 140, Fairfax, VA 22033, Respondent's last address of record with the Virginia State Bar.

  
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Prescott L. Prince  
Assistant Bar Counsel