

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

3. That 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.

4. That the primary business of Compliance Counsel is assisting individuals who request legal intervention to modify an existing home mortgage, rescind a foreclosure, and/or need to forestall a foreclosure on said property.

5. That in each of the below listed cases, each Complainant, in the capacity of a client or prospective client of Respondent Roudybush and/or Compliance Counsel signed a Retainer Agreement that included a combination of fixed fees and hourly rate.

6. Each of the Retainer Agreements in the below listed cases provided for an initial escrow payment to be made before any work commenced and, thereafter, for the client to make regular monthly escrow payments. None of the respective Retainer Agreements provided for a sum certain or a time limit after which the payments were to terminate. The monthly payment in each of the specified cases was for \$1,500 or more and in each case, payments were to continue, regardless of the amount of work done or predicted until the case was concluded.

7. In accordance with their standard practice, Ms. Roudybush and Compliance Counsel set the monthly amounts to be paid to Compliance Counsel by each of the below listed clients as normally approximately one half of the prospective client's monthly mortgage payment.

8. The Retainer Agreement in each of the below listed cases specified the hourly billing rates for Ms. Roudybush and for other employees of Compliance Counsel. The Agreement also specified fees for various "project-based billing" items. Included in the "project-based billing" was the Preparation of a "Qualified Written Request under RESPA and Letter Notice to Trustee". The set price for preparation of the Qualified Written Request ("QWR") ranged from \$1,800 to \$2,800.

9. In each of the below listed cases, a QWR was prepared and sent to the lender/mortgage holder/mortgage servicing corporation. Each of the QWR's was virtually identical to each other except for the name and address of the recipient and the loan number of the respective client.

Facts Pertaining to VSB Docket No. 11-053-087412 (Complainant Violette)

10. On or about 18 January 2010, Complainant Leslie Violette retained Respondent Roudybush and Compliance Counsel to represent her for a foreclosure defense/loan modification matter.

11. Ms. Violette signed a Retainer Agreement authorized by Ms. Roudybush that provided *inter alia* that Ms. Violette pay Compliance Counsel an initial payment of \$1,500 and, thereafter, monthly retainer payments in the amount of \$1,500, such payments to continue for so long as Compliance Counsel represented Ms. Violette. The Retainer Agreement further provided for the preparation of a QWR for a flat fee of \$1,800 and the preparation of a lawsuit for a flat fee of \$7,500.

12. Ms. Violette came to Compliance Counsel for assistance because she had been unsuccessful in attempting to obtain a modification of her home loan and the home was set to be foreclosed upon on 20 January 2010.

13. On or about 19 January 2010, Compliance Counsel prepared and sent a QWR to the lender/mortgage holder/mortgage servicing corporation and the foreclosing law firm.

14. Ms. Roudybush and/or agents of Compliance Counsel advocated in behalf of Ms. Violette against the lender/mortgage holder/mortgage servicing corporation and the foreclosing law firm and were able to cancel the impending foreclosure. Ms. Roudybush threatened to file a lawsuit to stop the foreclosure, but did not commence the preparation of the lawsuit at that time because counsel for the mortgage lender agreed in a telephone call with Ms. Roudybush to cancel the sale if suit were not filed.

15. On 17 March 2010, in response to communication forwarded to Ms. Roudybush by Ms. Violette, Ms. Roudybush stated that Compliance Counsel would commence with the preparation and filing of a lawsuit against the lender/mortgage holder/mortgage servicing corporation and advised Ms. Violette that she would present a draft of the suit to the lender without filing and would file if the lender was unwilling to work with her on a loan modification.

16. Notwithstanding this communication, Ms. Roudybush did not at that time prepare a lawsuit or cause any employee at Compliance Counsel to prepare a lawsuit. On 30 April 2010, Ms. Roudybush instructed her paralegal to draft an assignment memorandum to Michael Campise, an attorney employed by Compliance Counsel, to prepare the lawsuit for Ms. Violette's case.

17. On 4 May 2010, Ms. Violette sent Ms. Roudybush an e-mail in which she requested an update as to the status of the preparation and filing of a lawsuit against the lender/mortgage holder/mortgage servicing corporation. Ms. Roudybush did not respond to Ms. Violette's e-mail until 6 June 2010 at which time the parties did discuss the filing of a

lawsuit and Ms. Roudybush suggested preparing a settlement demand coupled with a copy of the lawsuit. Ms. Violette responded via e-mail the following day that she agreed with the filing of suit as she believed her bank had deceived from the inception of the loan. On this same date, Ms. Roudybush e-mailed her associate, Michael Campise, to have the lawsuit prepared by the following Wednesday.

18. On 14 June 2010, Ms. Roudybush, in response to an e-mail from Ms. Violette, and believing that since Ms. Roudybush had previously instructed an associate attorney in her office to prepare the lawsuit, advised Ms. Violette of that the lawsuit was “ready to go”.

19. The 14 June 2010 communication by Ms. Roudybush to Ms. Violette to the effect that the lawsuit was “ready to go” was not accurate. Whether the false communication was mistaken or intentional, Ms. Roudybush did not act promptly to correct this error.

20. On 29 September 2010, Ms. Violette sent an e-mail to Ms. Roudybush which stated, in pertinent part, that Ms. Violette noted on her most recent bill that “[Ms. Roudybush] had filed the lawsuit against First Horizon/MetLife”.

21. The lawsuit though prepared had not been filed. Ms. Roudybush did not promptly communicate to Ms. Violette that the lawsuit had not yet been filed.

22. In March 2011, Compliance Counsel successfully obtained a loan modification on Ms. Violette’s behalf. Nevertheless, Ms. Violette, dissatisfied with the progress of the case, terminated the representation of Compliance Counsel. At that juncture, Ms. Violette had paid Compliance Counsel approximately \$22,500.

23. On or about 18 March 2011, Ms. Violette notified Ms. Roudybush that she desired to terminate her services and requested an immediate refund of any unspent funds.

24. On 21 March 2011, Ms. Roudybush sent Ms. Violette a check in the amount of \$6,349.25 from the Compliance Counsel Operating Account which her accounting indicated was the amount of unused retainer funds due Ms. Violette. Ms. Roudybush would testify that she wrote the check from her operating account as she had run out of escrow checks, but that on that same day she had transferred \$6,349.25 from her escrow account to her operating account, which sum represented what Ms. Roudybush believed to be the proper amount being held in the escrow account on Ms. Violette's behalf.

25. After an exchange of e-mail communication between Ms. Roudybush and Ms. Violette and following a review of the case which was initiated by Ms. Violette's complaint, Ms. Roudybush confirmed that her paralegal had failed to apply two checks to Ms. Violette's account in that those checks had been deposited into the Compliance Counsel Operating Account instead of the Escrow Account for Ms. Violette. Thereafter, Ms. Roudybush refunded to Ms. Violette an additional \$3,000.

Facts Pertaining to VSB Docket No. 12-053-088763 (Complainant Becker)

26. On or about 1 July 2010, Complainant Sonia Becker retained Respondent Roudybush and Compliance Counsel to represent her for a foreclosure defense/loan modification matter.

27. Ms. Becker signed a Retainer Agreement authorized by Ms. Roudybush that provided *inter alia* that Ms. Becker pay Compliance Counsel an initial payment of \$3,000 and, thereafter, monthly retainer payments in the amount of \$3,000, such payments to continue for so long as Compliance Counsel represented Ms. Becker. The Retainer Agreement further provided, for the preparation of a QWR for a flat fee of \$2,800 and the preparation of a lawsuit for a flat fee of \$7,500.

28. Although Ms. Roudybush and Compliance Counsel staff had communicated with Ms. Becker for approximately one month prior to being retained and had urged Ms. Becker to deal with the imminent foreclosure and engage the firm, Ms. Roudybush and Compliance Counsel were unwilling to commence work with only a partial payment. Accordingly, Ms. Becker was not able to retain Compliance Counsel until the day before her home was set to be foreclosed upon.

29. Ms. Becker would testify that she was assured by Luis Oliva, a paralegal employed by Compliance Counsel, who is now deceased, that the firm could stop the foreclosure. This assurance was a primary factor that caused Ms. Becker to retain and make payment to Compliance Counsel.

30. On 1 July 2010, Compliance Counsel sent a QWR via telecopier and regular mail to the mortgage servicing company and the substitute trustee. The QWR satisfied all of the necessary requirements under RESPA, but had no information specific to the Complainant other than her name, account number and property address. Ms. Becker did not contend her payments had not been properly applied by the lender to her account. Notwithstanding the fact that the QWR was sent only a day before the foreclosure, Ms. Roudybush would testify that it was sent for the purpose of convincing the mortgage lender to cancel the foreclosure sale.

31. A paralegal for Compliance Counsel placed follow-up telephone calls and sent e-mails to the substitute trustee in an attempt to stop the foreclosure sale, but these efforts were unsuccessful.

32. The foreclosure of Ms. Becker's home did occur on 2 July 2010. Staff members of Compliance Counsel were advised that the foreclosure took place, but Ms.

Becker would testify that she was not notified by Compliance Counsel that the foreclosure took place.

33. Ms. Becker did not learn that the foreclosure had taken place until the day after the foreclosure when a representative of the mortgaging servicing company came to her home and advised her in person.

34. Ms. Becker attempted to call Compliance Counsel, but received no answer and left a message. Mr. Oliva subsequently returned her call and advised Ms. Becker that action could possibly be taken to rescind the foreclosure, but that it would take additional money. Ms. Becker stated that she could not afford to continue making payments. Ms. Becker would further testify that she requested a refund.

35. On 15 July 2010, approximately two weeks after the foreclosure took place, Litton Loan Servicing Company acknowledged receipt of the QWR. Litton Loan Servicing acknowledged its obligations to provide documents that related solely to the servicing of the loan. Litton Loan Servicing further asserted that the QWR requested substantial information that was not related to the servicing the loan and that it was not obligated to turn over such documentation and it would therefore not do so.

36. Ms. Roudybush did not respond to Ms. Becker's request for a refund. Ms. Roudybush would testify that any request for a refund from Ms. Becker was never communicated to her. On 30 August 2010, Compliance Counsel informed Ms. Becker that they were closing her case.

Facts Pertaining to VSB Docket No. 13-053-092524 (Complainant Wright)

37. On or about 4 August 2010, Complainant Clifford Wright and his wife retained Respondent Roudybush and Compliance Counsel to represent him for a loan modification matter.

38. Mr. Wright signed a Retainer Agreement authorized by Ms. Roudybush that provided *inter alia* that Mr. Wright would pay Compliance Counsel an initial escrow payment of \$1,500 and, thereafter, monthly retainer payments in the amount of \$1,500, such payments to continue for so long as Compliance Counsel represented Mr. Wright. The Retainer Agreement further provided, for the preparation of a QWR for a flat fee of \$2,800 and the preparation of a lawsuit for a flat fee of \$7,500.

39. At the time Mr. Wright retained Compliance Counsel, he had not received any notice of pending foreclosure. Mr. Wright's primary attorney at Compliance Counsel was Robert Pope.

40. Shortly after Mr. Wright retained Compliance Counsel, Compliance Counsel sent out a QWR to the lender/mortgage holder/mortgage servicing corporation.

41. Indy Mac/OneWestBank, the addressee of the QWR responded on 29 October 2010 sent a letter to Compliance Counsel, declining to provide the information requested in the QWR. In said letter, Indy Mac/OneWestBank stated that the information requested was well beyond the scope of the QWR as defined by RESPA.

42. Other than sending out the QWR, no significant legal work was performed on behalf of Mr. Wright's case by Compliance Counsel from the time that Compliance Counsel was retained until October 2010. However, no foreclosure sale date and been scheduled. Nevertheless, Compliance Counsel continued to accept escrow fee payments during this period.

43. Mr. Wright received a letter dated 21 October 2010 from legal counsel for the lender/mortgage holder/mortgage servicing corporation advising him that foreclosure proceedings would be initiated shortly.

44. In response to the threat to foreclose, Mr. Wright's assigned lawyer, Robert Pope, proposed a mortgage modification to the lender/mortgage servicing corporation which was outlined in a settlement demand letter. The mortgage modification was not accepted by the lender/mortgage servicing corporation and Mr. Wright was notified that a foreclosure sale was scheduled for 22 November 2010.

45. On or about 19 November 2010, in an effort to stop the foreclosure, Compliance Counsel filed a lawsuit. The foreclosure did in fact go forward.

46. Subsequent to the foreclosure, Compliance Counsel staff members attempted to modify the loan re-payment obligation, but were advised that this would not be possible since the loan had been foreclosed upon.

47. Shortly thereafter, Mr. and Mrs. Wright received a Notice to Quit dated 7 December 2010 and on or about 23 December 2010 they received an Unlawful Detainer Summons.

48. On or about 29 December 2010, the lawsuit previously filed by Compliance Counsel was removed to Federal Court. On 11 January 2011, Compliance Counsel filed a Notice of Voluntary Dismissal in Federal Court inasmuch as prior precedence in federal court would support dismissal of the lawsuit.

49. Mr. Pope left the employment of Compliance Counsel at the end of December 2010. Neither Mr. Pope nor any other member of the staff of Compliance Counsel advised Mr. and Mrs. Wright of his impending departure. Ms. Roudybush would testify that she instructed

Mr. Pope to advise all his clients of his departure, but she acknowledges that she did not take any steps to ensure that Mr. Pope had complied with her direction and that said clients were, in fact, so notified. Neither Mr. Pope nor any other member of the staff of Compliance Counsel advised Mr. and Mrs. Wright of his impending departure. The Wrights would testify that when Mr. and Mrs. Wright attempted to call Mr. Pope at Compliance Counsel they were advised that he was "not in the office"; they were not advised that he was no longer working at the firm. Mr. and Mrs. Wright would testify that they did not learn of his departure until approximately a week after his departure when they were so informed by another Compliance Counsel staff member. Thereafter, Compliance Counsel attorney Shikha Parikh served as the assigned counsel for Mr. and Mrs. Wright.

50. A default judgment was entered against Mr. and Mrs. Wright on the unlawful detainer summons due to an administrative error by the Court. After the default was set aside, the Unlawful Detainer was refiled and a hearing date was set for 28 April 2011.

51. Mr. and Mrs. Wright stopped making fee payments to Compliance Counsel in December 2010 because they believed that they had not received significant legal services for the money paid to Compliance Counsel.

52. On 14 April 2011 Compliance Counsel sent Mr. and Mrs. Wright a letter, advising them that Compliance Counsel would end further representation if the overdue monthly payments were not made. Ms. Roudybush would testify that staff members also made telephone calls to Mr. & Mrs. Wright, none of which were returned.

53. On 25 April 2011, Compliance Counsel provided written notice to the Wrights' that representation was being terminated for their failure to pay their past due attorney's fees. Thereafter, on 27 April 2011, one day before the scheduled hearing for the

Unlawful Detainer, Ms. Parikh advised Mr. and Mrs. Wright that she would appear only for the purpose of withdrawing from the matter and setting a new court date on their behalf.

54. Subsequent to the withdrawal of Compliance Counsel, but with the assistance of Ms. Parikh, Mr. and Mrs. Wright completed a negotiated "cash for key" settlement that allowed them to remain in their home for an additional 60 days before surrendering physical possession.

Facts Pertaining to VSB Docket No. 12-053-088940 (Complainant Fairbank)

55. On or about 17 November 2010, Complainant Bonnie Fairbank retained Compliance Counsel to represent her for a loan modification matter.

56. Ms. Fairbank signed a Retainer Agreement authorized by Ms. Roudybush that provided *inter alia* that Ms. Fairbank would pay Compliance Counsel an initial escrow payment of \$1,500 and, thereafter, monthly escrow retainer payments in the amount of \$2,500, such payments to continue for so long as Compliance Counsel represented Ms. Fairbank. The Retainer Agreement further provided, for the preparation of a QWR for a flat fee of \$2,800 and the preparation of a lawsuit for a flat fee of \$7,500. The engagement agreement specifically provided that the engagement was not for a loan modification.

57. At the time Ms. Fairbank retained Compliance Counsel, she was in substantial arrears and had received a Notice of Intent to Foreclose from the mortgage holder/mortgage servicing corporation. Ms. Fairbank would testify that she was specifically advised by Mr. Oliva that the bank had committed fraud.

58. Ms. Fairbank received a letter on or about 23 December 2010 advising her that her home would be foreclosed upon on 3 January 2011. She immediately faxed a copy of the

letter to Compliance Counsel and called on numerous occasions. When she did receive a return call she was advised that Mr. Oliva had passed away. She would testify that she received further assurances from Compliance Counsel attorney Robert Pope, that her home would not be sold at foreclosure on 3 January.

59. Ms. Fairbank and her husband did not make the monthly fee payment to Compliance counsel for December 2010. Ms. Fairbanks would testify that she was informed by Ms. Roudybush that nothing further would be done on her case unless she paid \$10,000. Ms. Roudybush would deny that she made such a statement and would deny that she instructed any staff member to make such a statement. In February 2011, Ms. Fairbank received a letter advising her that she would be terminated as a client for failing to make the payments as agreed to under her written engagement agreement.

60. In March 2011, Mr. Fairbank went to the office of Compliance Counsel in an effort to discuss the case and make arrangements to be reinstated as a client. The Fairbanks would testify that Ms. Roudybush refused to meet Mr. Fairbank and harangued him for coming to the office, stating that she "did not have time to meet with people who did not pay her", or words to that effect. Ms. Roudybush would acknowledge that she declined to meet with Mr. Fairbank and specifically denies the allegation that she harangued Mr. Fairbank or has ever even met him.

Facts Pertaining to VSB Docket No 12-053-090814 (Complainant Torres)

61. On or about 16 March 2011, Complainant Marissa Torres retained Compliance Counsel to represent her in a foreclosure defense/loan modification matter.

62. Ms. Torres signed a Retainer Agreement authorized by Ms. Roudybush that provided, *inter alia*, that Ms. Torres would pay Compliance Counsel an initial escrow payment

of \$1,575 and, thereafter, monthly escrow retainer payments in the amount of \$1,500, such payments to continue for so long as Compliance Counsel represented Ms. Torres. The Retainer Agreement further provided, for the preparation of a QWR for a flat fee of \$1,500.

63. At the time that Ms. Torres retained Compliance Counsel, she was in substantial arrears due to a period of unemployment. She had been able to make partial payments. Though re-employed, she was unable to make continuous regular payments in addition to paying the accumulated penalties and late fees.

64. On or about 17 March 2011, Compliance Counsel sent out a QWR to the lender/mortgage holder/mortgage servicing corporation.

65. Shortly thereafter, the lender/mortgage holder/mortgage servicing corporation provided some, but not all of the documents requested in the QWR sent by Compliance Counsel. The attorney assigned by Compliance Counsel to Ms. Torres' case was Jeffrey Brundage, Esquire. Brundage wrote to the servicer and informed it that its response was deficient in that it did not include identity of the owner of the loan and he requested this information. The servicer contended that it had properly provided all requested information and provided no significant additional information.

66. On or about 5 May 2011, Ms. Torres requested a status update of her case. After an exchange of e-mail communication, Mr. Brundage recommended that they pursue a mortgage modification through a so-called Home Affordable Modification Plan (HAMP).

67. Prior to retaining Compliance Counsel, Ms. Torres had attempted to obtain a HAMP modification and had been informed that she would not qualify for such a loan modification. This information had previously been communicated to Compliance Counsel staff by Ms. Torres.

68. Ms. Torres expressed her concern to Mr. Brundage and, further, on or about 8 May 2011. Ms. Torres complained directly to Ms. Roudybush, asserting that she had paid a substantial amount of money to Compliance Counsel without significant benefit and without having received the expert assistance she had been led to believe that she would receive.

69. Ms. Roudybush responded to Ms. Torres's communication and, in an exchange of e-mails, litigation was discussed. This option was discouraged by Ms. Roudybush and, eventually, dismissed by Ms. Torres in that she could see that the cost of the litigation would exceed the amount of her arrearage.

70. Thereafter, Ms. Torres ceased making payments to Compliance Counsel and was terminated as a client for failing to make payments to Compliance Counsel in September 2011.

71. During the course of representation by Compliance Counsel, Ms. Torres paid a total of \$3,075. Ms. Torres would assert that the only significant benefit she received for the money paid to Compliance Counsel was to learn the identity of the individual who owned the note on her home.

Facts Pertaining to VSB Docket No 13-053-093515 (Complainant Ramirez)

72. On or about 11 May 2011, Complainant Rafael Ramirez retained Compliance Counsel to represent him in a foreclosure defense/loan modification matter.

73. Mr. Ramirez signed a Retainer Agreement authorized by Ms. Roudybush that provided *inter alia* that Mr. Ramirez would pay Compliance Counsel an initial payment of \$3,000 and, thereafter, monthly retainer payments in the amount of \$1,500, such

payments to continue for so long as Compliance Counsel represented Mr. Ramirez. The Retainer Agreement further provided, for the preparation of a QWR for a flat fee of \$1,500.

74. At the time Ms. Ramirez retained Compliance Counsel, he was in substantial arrears and had received a Notice of Intent to Foreclose from the lender/mortgage holder/mortgage servicing corporation.

75. Shortly after Mr. Ramirez retained Compliance Counsel, Compliance Counsel sent out a QWR to the lender/mortgage holder/mortgage servicing corporation.

76. In response to the QWR sent by Compliance Counsel, Samuel L. White, Esquire, acting on behalf of the lender/mortgage holder/mortgage servicing corporation advised Compliance Counsel that the foreclosure of Mr. Ramirez's home was cancelled, pending the response to the QWR. Shortly thereafter, the lender/mortgage holder/mortgage servicing corporation provided some, but not all of the documents requested in the QWR sent by Compliance Counsel.

77. On 14 June 2011, Compliance Counsel was able to obtain from the lender a payment trial period for a mortgage modification. Notwithstanding the approved trial period for the mortgage modification, on 9 September 2011, Samuel I. White, Esquire, acting on behalf of the lender/mortgage holder/mortgage servicing corporation provided Mr. Ramirez with a new Notice of Intent to Foreclose on his home.

78. Compliance Counsel contacted the lender/mortgage holder/mortgage servicing corporation on behalf of Mr. Ramirez and the foreclosure proceedings were cancelled. Shortly thereafter, Compliance Counsel was able to secure a permanent mortgage modification for Mr. Ramirez.

79. Mr. Ramirez continued to pay the \$1,500 monthly escrow retainer payments to Compliance Counsel for the months of June, July and August 2011. In September 2011, believing that, upon the acceptance of his mortgage modification his case was over, Mr. Ramirez ceased making payments to Compliance Counsel and began making payments to Bank of America.

80. In March 2012, Compliance Counsel notified Mr. Ramirez that he was being terminated as a client of Compliance Counsel for failing to make continuous payments as provided in the Retainer Agreement.

II. NATURE OF MISCONDUCT

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

Misconduct Pertaining to VSB Docket No. 11-053-087412 (Complainant Violette)

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.
- (c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter

Rule 1.5 Fees

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
 - (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

Rule 1.15 Safekeeping Property

(a) Depositing Funds.

- (1) All funds received or held by a lawyer or law firm on behalf of a client or a third party, or held by a lawyer as a fiduciary, other than reimbursement of advances for costs and expenses shall be deposited in one or more identifiable trust accounts or placed in a safe deposit box or other place of safekeeping as soon as practicable.

(b) Specific Duties. A lawyer shall:

- (1) promptly notify a client of the receipt of the client's funds, securities, or other properties;
- (2) identify and label securities and properties of a client, or those held by a lawyer as a fiduciary, promptly upon receipt;
- (3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;
- (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.

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

(2) Deposits. All trust funds received shall be deposited intact. Mixed trust and non-trust funds shall be deposited intact into the trust fund and the non-trust portion shall be withdrawn upon the clearing of the mixed fund deposit instrument. All such deposits should include a detailed deposit slip or record that sufficiently identifies each item.

(3) Reconciliations.

(i) At least quarterly a reconciliation shall be made that reflects the trust account balance for each client, person or other entity.

(ii) A monthly reconciliation shall be made of the cash balance that is derived from the cash receipts journal, cash disbursements journal, the trust account checkbook balance and the trust account bank statement balance.

(iii) At least quarterly, a reconciliation shall be made that reconciles the cash balance from (d)(3)(ii) above and the subsidiary ledger balance from (d)(3)(i).

(iv) Reconciliations must be approved by a lawyer in the law firm.

Misconduct Pertaining to VSB Docket No. 12-053-088763 (Complainant Becker)

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.

(c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter.

Rule 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining

the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

Misconduct Pertaining to VSB Docket No. 13-053-092524 (Complainant Wright)

Rule 1.2 Scope of Representation

- (a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (b), (c), and (d), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision, after consultation with the lawyer, whether to accept an offer of settlement of a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

Rule 1.3 Diligence

- (a) A lawyer shall act with reasonable diligence and promptness in representing a client.
- (c) A lawyer shall not intentionally prejudice or damage a client during the course of the professional relationship, except as required or permitted under Rule 1.6 and Rule 3.3.

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 1.5 Fees

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
 - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
 - (3) the fee customarily charged in the locality for similar legal services;
 - (4) the amount involved and the results obtained;
 - (5) the time limitations imposed by the client or by the circumstances;
 - (6) the nature and length of the professional relationship with the client;
 - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
 - (8) whether the fee is fixed or contingent.

Misconduct Pertaining to VSB Docket No. 12-053-088940 (Complainant Fairbank)

Rule 1.2 Scope of Representation

- (a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (b), (c), and (d), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision, after consultation with the lawyer, whether to accept an offer of settlement of a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

Rule 1.5 Fees

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

Misconduct Pertaining to VSB Docket No 12-053-090814 (Complainant Torres)

Rule 1.5 Fees

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
 - (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
 - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
 - (3) the fee customarily charged in the locality for similar legal services;
 - (4) the amount involved and the results obtained;
 - (5) the time limitations imposed by the client or by the circumstances;
 - (6) the nature and length of the professional relationship with the client;
 - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
 - (8) whether the fee is fixed or contingent.

Misconduct Pertaining to VSB Docket No 13-053-093515 (Complainant Ramirez)

Rule 1.5 Fees

- (a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:
- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
 - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
 - (3) the fee customarily charged in the locality for similar legal services;
 - (4) the amount involved and the results obtained;
 - (5) the time limitations imposed by the client or by the circumstances;
 - (6) the nature and length of the professional relationship with the client;
 - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
 - (8) whether the fee is fixed or contingent.

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, having approved the agreed disposition, it is the decision of the

Subcommittee to impose a Public Reprimand with Terms. The terms are:

- A. Agree to Fee Dispute Resolution if requested by Complainants named herein
1. Should any of the six individuals named as complainants in this Agreed Disposition request fee dispute resolution within four (4) months of the date of entry of this Agreed Disposition by the Virginia State Bar, Respondent will agree to submit to such Fee Dispute Resolution.
 2. By agreeing to such Fee Dispute Resolution, Respondent does not agree to waive any rights that she may have to defend herself at in such resolution proceedings and does not otherwise waive any other defenses or civil remedies available to her.

B. Amend Fee Agreement

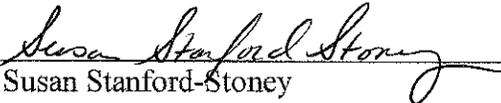
The Respondent shall amend each and every Written Fee Agreement so as to comport with Rule 1.5 of the Rules of Professional Conduct. Respondent affirmatively states that it is her intention to voluntarily discontinue her law practice and will conclude her active representation of clients on or before 1 November 2013 and for that reason, Respondent shall not be required to provide Bar Counsel with evidence of amending her Written Fee Agreements as is provided herein. It is specifically noted that Respondent's discontinuation of practice is not a sanction or condition of this Agreed Disposition. Accordingly, should Respondent decide to re-engage in the private practice of law in any managerial or ownership role within a law firm, she will continue to have an affirmative duty to comport her Fee Agreements to the applicable Rules of Professional Conduct.

Upon satisfactory proof that such terms and conditions have been met, this matter shall be closed.

If, however, all the terms and conditions are not met by Respondent in accordance with the specifications provided above, the alternative disposition in this matter shall be a Certification to the Disciplinary Board for Sanction Determination pursuant to Rules of Court, Part Six, Section IV, Paragraph 13-15.G. Any Proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to Paragraph 13-9.E of the Rules of Court. Respondent agrees that any proceeding to address compliance with terms under this Agreed Disposition will be heard by the Disciplinary Board.

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,
SECTION II, OF THE VIRGINIA
STATE BAR**

By: 
Susan Stanford-Stoney
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on 12 November, 2013, a true and complete copy of the Subcommittee Determination, (Public Reprimand With Terms) was sent by certified mail, return receipt requested to Dena M. Roudybush, Respondent, at Compliance Counsel, PC, Suite 360, 11325 Random Hills Road, Fairfax, VA 22030, Respondent's last address of record with the Virginia State Bar, and by first class mail, postage prepaid to William W. Tunner, Esquire, ThompsonMcMullan, P.C. 100 Shockoe Slip, Richmond, VA 23219.


Prescott L. Prince
Assistant Bar Counsel