

VIRGINIA:

*Before the Virginia State Bar Disciplinary Board*

*In the Matter of*

*UZAIR MANSOOR SIDDIQUI*

*VSB Docket Nos. 08-052-07295*

*And 08-052-072646*

*Attorney at Law*

*On January 23, 2009, came Uzair Mansoor Siddiqui and presented to the Board an Affidavit Declaring Consent to Revocation of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when disciplinary charges are pending, he admits that the charges in the attached Exhibit A To Affidavit Declaring Consent to Revocation Facts document are true.*

*The Board having considered the said Affidavit Declaring Consent to Revocation, and Bar Counsel having no objection, the Board accepts his Consent to Revocation. Accordingly, it is ordered that the license to practice law in the courts of this Commonwealth heretofore issued to the said Uzair Mansoor Siddiqui be and the same hereby is revoked, and that the name of the said Uzair Mansoor Siddiqui be stricken from the Roll of Attorneys of this Commonwealth.*

*Enter this Order this 23 day of January, 2009*

*For the Virginia State Bar Disciplinary Board*

*By*

*Barbara Sayers Lanier*  
*Barbara Sayers Lanier, Clerk of the Disciplinary System*

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VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

JAN 23 2009

IN THE MATTER OF UZAIR MANSOOR SIDDIQUI, ESQUIRE

VS B Docket Nos.: 08-052-071295  
08-052-072646

VS B CLERK'S OFFICE

AFFIDAVIT DECLARING CONSENT TO REVOCATION

UZAIR MANSOOR SIDDIQUI, after being duly sworn, states as follows:

1. That he was licensed to practice law in the Commonwealth of Virginia on October 11, 1995;
2. That, pursuant to Part 6, Section IV, Paragraph 13.L. of the *Rules of the Supreme Court of*

*Virginia:*

- a. his consent to revocation is freely and voluntarily rendered, that he is not being subjected to coercion or duress, and that he is fully aware of the implications of consenting to a revocation of his license to practice law in the Commonwealth of Virginia;
- b. he is aware that there are proceedings against him involving allegations of misconduct; and agrees with the facts and Rule of Professional Conduct violations set forth in Exhibit A, attached hereto, the contents of which are incorporated herein by reference;
- c. he acknowledges that the material facts upon which the allegations of misconduct, as set forth in Exhibit A are predicated are true; and
- d. he submits this Affidavit and consents to the revocation of his license to practice law in the Commonwealth of Virginia because he knows that if the disciplinary proceedings based on the said alleged misconduct were prosecuted to a conclusion, he could not successfully defend them.

Executed and dated this 15<sup>th</sup> day of January, 2009.

[Signature]  
UZAIR MANSOOR SIDDIQUI

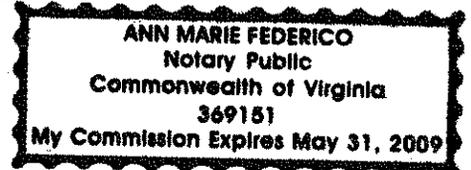
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Alexandria, to wit:

The foregoing instrument was subscribed and sworn before me by UZAIR MANSOOR SIDDIQUI on

January 15 2009.

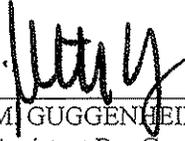
[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_



*[Handwritten initials]*

SEEN, WITH NO OBJECTION TO ENTRY OF AN ORDER BY  
THE VIRGINIA STATE BAR DISCIPLINARY BOARD REVOKING  
UZAIR MANSOOR SIDDIQUI'S LICENSE TO PRACTICE LAW IN VIRGINIA:



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SETH M. GUGGENHEIM  
Senior Assistant Bar Counsel

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VIRGINIA:

BEFORE THE FIFTH DISTRICT—SECTION II SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

IN THE MATTER OF UZAIR MANSOOR SIDDIQUI, ESQUIRE

VS B Docket Nos.: 08-052-071295

08-052-072646

EXHIBIT A TO AFFIDAVIT DECLARING CONSENT TO REVOCATION

FACTS

As to VSB Docket No. 08-052-071295:

1. Commencing on or about March 13, 2006, Norbert A. Cox (hereafter “Complainant”) engaged the Respondent to represent him in domestic relations matters.
2. The Complainant found the Respondent’s representation deficient due to a lack of communication concerning the status of the Complainant’s legal matter. The Complainant engaged successor counsel, who sent letters to the Respondent on April 23 and May 15, 2007. The Respondent failed to provide the Complainant’s file materials to Complainant’s successor counsel, but he did return a signed order of substitution of counsel for a divorce action which the Respondent had filed on behalf of the Complainant on August 7, 2006.
3. The Complainant filed a bar complaint. On July 17, 2007, Bar Counsel mailed a copy of the bar complaint in this matter to the Respondent, with a letter containing the following text:

**As part of my preliminary investigation of the complaint, I demand that you submit a written answer to the complaint within 21 days of the date of this letter. Send me the original and one copy of your signed answer and any attached exhibits. [Emphasis in original.]**

The Respondent failed to submit a written answer to the bar complaint within the twenty-one (21) day period referred to in the letter, or at any time thereafter.

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4. The Bar's investigation of this matter revealed, among other things, that the "Bill of Complaint for Divorce" filed by the Respondent on the Complainant's behalf on August 7, 2006, in the Loudoun County Circuit Court contained a heading stating "In the Circuit Court for Prince William County."

**As to VSB Docket No. 08-052-072646:**

5. On or about May 12, 2006, Maria L. Pruitt (hereafter "Complainant") paid the Respondent the sum of \$1,700.00 for legal fees for preparation and filing of a bankruptcy petition. Although only a portion of the fees so paid had been earned at that time, the Respondent deposited the entire amount in his operating account, and not in an attorney trust account.

6. As of August 30, 2007, the Complainant had received no evidence that the Respondent was attending to her legal matter, and as of that date the Respondent had failed to respond to her telephone calls and visits to his office over a period of approximately three months. For a period of approximately three weeks prior to August 30, 2007, the Complainant called the Respondent on a daily basis, to no avail.

7. On or about August 30, 2007, the Complainant wrote a letter to the Respondent detailing her concerns regarding his representation and lack of communication with her, and indicating that she would be filing a bar complaint were he to fail to give her evidence by a stated deadline that he was finalizing her bankruptcy matter.

8. Following his receipt of the Complainant's letter, the Respondent began communicating with the Complainant, but he failed to follow through on promises made, and he again began to ignore her calls. The Complainant filed a bar complaint on or about October 26, 2007.

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9. On October 31, 2007, Bar Counsel mailed a copy of the bar complaint in this matter to the Respondent, with a letter containing the following text:

As part of my preliminary investigation of the complaint, I demand that you submit a written answer to the complaint within 21 days of the date of this letter. Send me the original and one copy of your signed answer and any attached exhibits.

The Respondent failed to submit a written answer to the bar complaint within the twenty-one (21) day period referred to in the letter, or at any time thereafter.

10. On January 16, 2008, Bar Counsel served upon the Respondent on behalf of the Fifth District—Section II Committee of the Virginia State Bar a subpoena *duces tecum* directing the production of certain documents and materials pertinent to the Bar's investigation of the Complainant's bar complaint.

11. The Respondent failed to comply in any manner with the subpoena *duces tecum* by the return date contained therein, and in consequence of such noncompliance his license to practice law in Virginia was suspended between February 5, 2008, and the date of Respondent's full compliance on or about February 11, 2008. During the course of the Bar's investigation, the Respondent claimed that he could not locate his "paper copies" of the bank statements regarding his escrow account, which he failed to retain for the period required by Rule of Professional Conduct 1.15 (e).

12. As of the time she was interviewed via telephone by a Virginia State Bar investigator on January 28, 2008, the Complainant had yet to receive from the Respondent any refund of sums paid to him and her file materials, despite the termination of Respondent's representation and the Complainant's repeated requests for such items prior to the date of her interview with the investigator. The Respondent had failed to return any of the Complainant's calls and to respond to any of her messages left in this regard.

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13. As a direct result of the Bar's intervention and the Respondent's interview at the Northern Virginia office of the Bar, referred to above, the Complainant was subsequently furnished with the file and refund which she had been requesting from the Respondent.

### **RULES OF PROFESSIONAL CONDUCT VIOLATED**

#### **RULE 1.3 Diligence**

- (a) A lawyer shall act with reasonable diligence and promptness in representing a client.
- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.

#### **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 1.15 Safekeeping Property**

- (a) All funds received or held by a lawyer or law firm on behalf of a client, other than reimbursement of advances for costs and expenses, shall be deposited in one or more identifiable escrow accounts maintained at a financial institution in the state in which the law office is situated and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:
  - (2) funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, and the portion belonging to the lawyer or law firm must be withdrawn promptly after it is due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.
- (c) A lawyer shall:
  - (3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accounts to the client regarding them[.]
- (e) Record-Keeping Requirements, Required Books and Records. As a minimum requirement every lawyer engaged in the private practice of law in Virginia, hereinafter called "lawyer," shall maintain or cause to be maintained, on a current basis, books and records which establish compliance with Rule 1.15(a) and (c).

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Whether a lawyer or law firm maintains computerized records or a manual accounting system, such system must produce the records and information required by this Rule.

- (1) In the case of funds held in an escrow account subject to this Rule, the required books and records include:
  - (i) a cash receipts journal or journals listing all funds received, the sources of the receipts and the date of receipts. Checkbook entries of receipts and deposits, if adequately detailed and bound, may constitute a journal for this purpose. If separate cash receipts journals are not maintained for escrow and non-escrow funds, then the consolidated cash receipts journal shall contain separate columns for escrow and non-escrow receipts;
  - (ii) a cash disbursements journal listing and identifying all disbursements from the escrow account. Checkbook entries of disbursements, if adequately detailed and bound, may constitute a journal for this purpose. If separate disbursements journals are not maintained for escrow and non-escrow disbursements then the consolidated disbursements journal shall contain separate columns for escrow and non-escrow disbursements;
  - (iii) subsidiary ledger. A subsidiary ledger containing a separate account for each client and for every other person or entity from whom money has been received in escrow shall be maintained. The ledger account shall by separate columns or otherwise clearly identify escrow funds disbursed, and escrow funds balance on hand. The ledger account for a client or a separate subsidiary ledger account for a client shall clearly indicate all fees paid from trust accounts;
  - (iv) reconciliations and supporting records required under this Rule;
  - (v) the records required under this paragraph shall be preserved for at least five full calendar years following the termination of the fiduciary relationship.

**RULE 1.16 Declining Or Terminating Representation**

- (d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).
- (e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes,

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etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client's new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer/client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

#### **RULE 8.1 Bar Admission And Disciplinary Matters**

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

- (c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6[.]

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