



VIRGINIA:

BEFORE THE THIRD DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
NANCY BETH WHITE

VSB Docket No. 16-033-104728

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On November 9, 2016, a meeting was held in this matter before a duly convened Third District Subcommittee consisting of Collin J. Hite, Esquire, Russell M. Finer, lay member, and Sean P. Byrne, Esquire, chair presiding. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand with 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 Kathryn R. Montgomery, Deputy Bar Counsel, and Nancy Beth White, Respondent, and Paul D. Georgiadis, Esquire, counsel for Respondent.

WHEREFORE, the Third District Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. At all times relevant hereto, Nancy Beth White ("Respondent"), has been an attorney licensed to practice law in the Commonwealth of Virginia.

2. On or about March 5, 2015, Katrina Ruiz, the complainant in this matter ("Complainant") retained Respondent to represent her in a divorce and signed an agreement with Respondent entitled "Attorney-Client Contract for No-Fault Divorce—Flat Fee" ("Fee Agreement"). Pursuant to the Fee Agreement, Complainant paid Respondent a flat fee of \$550 to handle the divorce.

3. Respondent's Fee Agreement provides in pertinent part as follows:

Reasonable Fees: The fee for service shall be a flat fee of \$550.00 payable on the date of the inception of this Contract. All amounts paid are nonrefundable.

4. In or about early May 2015, Respondent filed the complaint for divorce in Hanover County Circuit Court. Soon thereafter, Respondent sent Complainant a draft property settlement agreement, final decree, and affidavits. Over the summer of 2015, Respondent and Complainant made several revisions to the documents.

5. On or about June 8, 2015, at Respondent's request, Complainant paid Respondent an additional \$99.00 in fees to handle property issues not contemplated by Respondent at the time the Fee Agreement was signed.

6. On or about August 15, 2015, Complainant sent Respondent the final signed and notarized affidavits and property settlement agreement.

7. Beginning in mid-August 2015, Complainant had difficulty communicating with Respondent. When she did communicate with Respondent, Respondent repeatedly asked Complainant for contact and personal identifying information that Complainant had already provided.

8. On or about September 25, 2015, Complainant sent Respondent an email containing contact information and personal identifying information about herself, her spouse, and her children. On or about September 29, 2015, Respondent sent Complainant a text message confirming receipt of Complainant's information and stating that she would call Complainant the next day if anything was missing. Respondent did not thereafter call Complainant.

9. On or about October 19 and October 22, 2015, Complainant sent Respondent text messages inquiring about the status of her case. Respondent did not answer the text messages.

10. On or about October 22, 2015, Complainant spoke with Respondent by telephone. Respondent said she was suffering from vertigo and repeatedly called Complainant by the wrong name, even after Complainant corrected her. During the conversation, Respondent told Complainant that she had filed the affidavits with the court, and asked Complainant to call back if she had not heard from Respondent by October 27, 2015. Complainant found Respondent's demeanor strange and was concerned that Respondent was disoriented. This was Complainant's last conversation with Respondent before she filed the bar complaint in mid-December 2015.

11. Following the October 22, 2015 telephone call, Complainant called the Hanover County Circuit Court and learned that nothing had been filed in her case since May 2015. Complainant thereafter left voicemail messages for Respondent that were not returned, and sent Respondent numerous text and email messages that went unanswered.

12. On or about November 2, 2015, Complainant sent Respondent an email and a text message asking her to return the signed and notarized affidavits and other documents so that she could file them herself. Respondent did not answer the email or text message.

13. Hearing nothing from Respondent, Complainant recreated the affidavits and other documents, had them resigned and notarized as appropriate, and filed the papers herself. On or about November 13, 2015, the final decree of divorce was entered.

14. On or about December 17, 2015, Complainant filed the bar complaint. Thereafter, Respondent contacted her and offered to complete the divorce. Complainant advised Respondent that she had completed the divorce herself and needed no additional services from Respondent.

15. Although Respondent failed to obtain a divorce for Complainant as agreed to in the Fee Agreement, Respondent has not refunded any unearned fees to Complainant.

16. During the course of the bar's investigation, Respondent admitted that starting in September 2015, she did not provide Complainant with good communication. Respondent also admitted that she misplaced the affidavits Complainant had returned to her in August 2015.

17. During the course of the bar's investigation, Respondent said she had eye surgery in late October 2015 and suffered from personal and financial difficulties coinciding with her representation of Complainant.

I. NATURE OF MISCONDUCT

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

RULE 1.4 Communication

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

RULE 1.5 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 1.16 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).

II. 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:

1. By December 1, 2016, Respondent shall remove from her fee agreement the provision that her fee is non-refundable, and shall provide the bar a copy of her new fee agreement.
2. By December 1, 2016, Respondent shall read LEO 1606 and certify to the bar that she has read it.
3. By December 1, 2016, Respondent shall sign a release allowing and instructing Lawyers Helping Lawyers ("LHL") to advise the bar orally, in writing, or by testimony if LHL believes Respondent is out of compliance with the monitoring contract she entered into with LHL on October 19, 2016. The release must allow LHL to disclose the facts supporting LHL's determination that Respondent is not in compliance with the contract, including but not limited to results of failed drugs and alcohol screenings. Respondent shall comply with the monitoring contract and shall provide a copy of the monitoring contract to the bar. Respondent's failure to comply with the monitoring contract, however, shall not be deemed a violation of these terms resulting a show cause proceeding before the District Committee, but may result in

the bar opening an impairment investigation against Respondent pursuant to Part 6, Section IV, Paragraph 13-23 of the Rules of Court.

4. By December 31, 2016, Respondent shall refund to Katrina Ruiz the sum of \$150.00, as representing unearned fees and shall certify to the bar that she has done so.

If the terms are not met by the time specified, pursuant to Part 6, § IV, ¶ 13-15.F of the Rules of the Supreme Court of Virginia, the District Committee shall hold a hearing and Respondent shall be required to show cause why a 60-day suspension should not be imposed. 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 Part 6, § IV, ¶ 13-9.E. of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

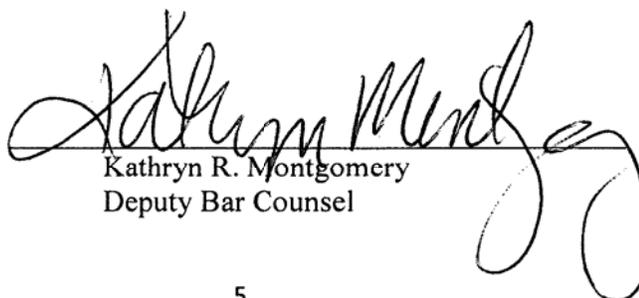
THIRD DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Sean P. Byrne
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on Nov 18, 2016 a true and complete copy of the Subcommittee Determination (Public Reprimand with Terms) was sent by certified mail to Nancy Beth White, Respondent, at PO BOX 73292, Bon Air, VA 23235, Respondent's last address of record with the Virginia State Bar, and by first class mail, postage prepaid to Paul D. Georgiadis, counsel for Respondent, at Law Office of Paul D. Georgiadis, PLC, 2819 North Parham Road, Suite 110, Richmond, VA 23294-4425.



Kathryn R. Montgomery
Deputy Bar Counsel



RECEIVED
Nov 18, 2016
VIRGINIA STATE BAR
CLERK'S OFFICE

Virginia State Bar

THIRD DISTRICT COMMITTEE

SECTION III

November 18, 2016

PERSONAL AND CONFIDENTIAL

PLEASE REPLY TO:
Barbara Lanier, Clerk
1111 East Main Street
Suite 700
Richmond, VA 23219-0026

CERTIFIED MAIL
9414 7266 9904 2015 9812 49

Nancy Beth White, Esquire
PO BOX 73292
Bon Air, VA 23235

Re: In the Matter of Nancy Beth White
VSB Docket No. 16-033-104728

Dear Mrs. White:

The Third District Subcommittee is serving the enclosed Subcommittee Determination Public Reprimand with Terms upon you.

Please be aware that this disposition will become a part of your disciplinary record.

Very truly yours,



Sean P. Byrne
Subcommittee Chair

KRM:ssd

Enclosure

cc: Kathryn R. Montgomery, Deputy Bar Counsel
Paul D. Georgiadis, Esq., counsel for the Respondent
Barbara S. Lanier, Clerk of the Disciplinary System
Cam Moffatt, VSB Investigator

Certified Article Number

9414 7266 9904 2015 9812 49

SENDERS RECORD



Virginia State Bar

THIRD DISTRICT COMMITTEE

SECTION III

November 18, 2016

PERSONAL AND CONFIDENTIAL

Katrina Richelle Ruiz
3117 Stone Arbor Lane, Apt 1117
Glen Allen, VA 23059

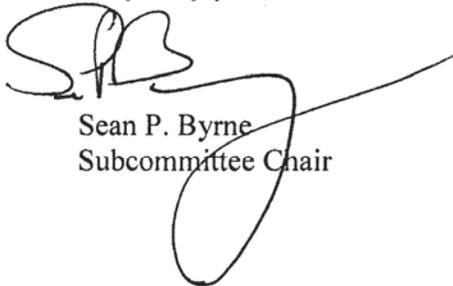
Re: In the Matter of Nancy Beth White
VSB Docket No. 16-033-104728

Dear Ms. Ruiz:

Enclosed is a copy of the Subcommittee Determination Public Reprimand with Terms by the Third District Subcommittee of the Virginia State Bar issued to the Respondent.

Thank you for your cooperation with the committee.

Very truly yours,



Sean P. Byrne
Subcommittee Chair

KRM:ssd

Enclosure

cc: Kathryn R. Montgomery, Deputy Bar Counsel