

Facts relating to VSB Docket No. 14-060-098309 (Complainant Corinne Szumowski (Martin))

2. Ms. Wighington was retained by Complainant Corinne Szumowski (now Corinne Martin and hereinafter referred to as Ms. Martin) in July 2013 to represent her on a no-fault divorce and name change.
3. At the time Ms. Martin retained Ms. Wighington, Ms. Martin and her husband had already been separated for more than 12 months and had already negotiated and signed a written Property Settlement Agreement.
4. The Complaint for divorce was filed in August 2013 and a copy was forwarded to Ms. Martin's husband for acceptance of service in September 2013. Depositions for a no fault divorce were taken on 8 October 2013.
5. For a period of approximately eight weeks after the depositions were taken, Ms. Martin attempted on multiple occasions to contact Ms. Wighington by telephone and/or e-mail to obtain information from her as to the status of the divorce proceedings. Ms. Wighington did not respond to these requests for information.
6. Ms. Martin contacted the Stafford County Circuit Court Clerk's Office to ask about the status of her divorce and was advised by an Assistant Clerk that they had also attempted to contact Ms. Wighington to make her aware that the paperwork for the divorce was not correctly submitted, but that Ms. Wighington had not responded.
7. In December 2013, Ms. Wighington did finally respond to Ms. Martin and to the court. Ms. Wighington would assert that her assistant had failed to make corrections as directed by Ms. Wighington and that the depositions had been submitted without her review and that she communicated this information to Ms. Martin in a telephone conversation dated

- 4 December 2013. Ms. Wighington submitted the amended documents to the court but, thereafter, the court informed her that additional changes were still needed.
8. Ms. Wighington submitted the changes are required by the Court, but she failed to submit that the requisite paperwork to permit Ms. Martin to obtain a name change in furtherance of her divorce. Ms. Martin eventually accomplished this task without the assistance of Ms. Wighington.
 9. As the result of the actions detailed above, Ms. Martin filed a bar complaint and an investigation was opened.
 10. In her response to the bar complaint, and in her meeting with the Virginia State Bar Investigator, Ms. Wighington acknowledged her failure to attend to her professional responsibilities regarding diligence and communication with her client and further acknowledged that she had not provided the full service contracted for by Ms. Martin.

Facts relating to VSB Docket No. 14-060-098323 (Complainant Ashley D. Sisson)

11. Complainant Ashley Sisson (“Ms. Sisson”) retained Ms. Wighington in December 2012 for representation for the preparation of a Property Settlement Agreement (“PSA”) to be followed by an uncontested divorce
12. At the time she came to Ms. Wighington, Ms. Sisson and her husband had already been separated for more than 12 months and Ms. Sisson informed Ms. Wighington that she and her husband owned virtually nothing and that she did not anticipate significant issues regarding division of marital assets or regarding an agreement for the custody and support of the minor child of the parties.
13. Ms. Sisson quoted a fee of \$1,500 for both the PSA and the uncontested divorce. Ms. Sisson promptly paid this fee to Ms. Wighington by credit card. At the outset of the case,

- Ms. Wighington advised Ms. Sisson that, assuming that her husband cooperated, the divorce would take approximately six weeks to be entered once the Complaint was filed.
14. Ms. Wighington did not produce and forward to Ms. Sisson an initial draft of a PSA until approximately March 2013. Ms. Sisson reviewed the documents and requested several amendments. Ms. Wighington promptly incorporated the requested amendments and returned the PSA to Ms. Sisson who hand carried it to her husband for his review and signature.
 15. Ms. Sisson's husband did not sign and return the PSA to her until September 2013. This delay was not due in any action on the part of Ms. Wighington. During the period, from approximately April 2013 to September 2013, however, Ms. Sisson called Ms. Wighington's office on multiple occasions and left messages with the office manager asking that Ms. Wighington return her calls. None of these calls were returned by Ms. Wighington.
 16. Ms. Sisson sent the executed PSA to Ms. Wighington by certified mail which was received by Ms. Wighington on 21 October 2013.
 17. Thereafter, Ms. Sisson continued to attempt to contact Ms. Wighington by telephone, but Ms. Wighington did not return any of these messages.
 18. As the result of the actions detailed above, Ms. Sisson filed a complaint with the Virginia State Bar, a copy of which was forwarded to Ms. Wighington on or about 3 February 2014.
 19. On or about 24 February 2014, Ms. Wighington provided Ms. Sisson with a copy of a draft Complaint for Divorce. The following day, Ms. Sisson responded with an e-mail to

Ms. Wighington stating that the information contained in the draft Complaint was correct and that she should go forward with the divorce.

20. As of the date of the Agreed Disposition that served as the basis for this Public Reprimand, the divorce had not been entered. Ms. Wighington would assert, however, that the continuing delay was due to delays caused by the opposing party.
21. In her response to the bar complaint, and in her meeting with the Virginia State Bar Investigator, Ms. Wighington acknowledged her failure to attend to her professional responsibilities regarding diligence and communication with her client and further acknowledged that she had not provided the full service contracted for by Ms. Sisson.

Facts relating to VSB Docket No. 14-060-099200 (Complainant Amy Latess)

22. Complainant Amy Latess (Ms. Latess) retained Ms. Wighington on or about 20 January 2012 to prepare two Qualified Domestic Relations Orders (QDROs), to effectuate the provisions of a property settlement agreement that provided for her (Latess) to receive retirement benefits from her former husband's employment with the Federal government. One of said QDROs was for the division and distribution of the husband's Federal Thrift Savings Plan assets (TSP) and the other QDRO was for division and distribution of the husband's Federal Employment Retirement System (FERS) benefits.
23. Ms. Wighington did not represent Ms. Latess for the divorce, but shortly after retaining Ms. Wighington, Ms. Latess provided her with all necessary documents for drafting the QDROs.
24. Ms. Wighington did not commence work on this matter until early 2013, over a year after she was first retained by Ms. Latess. Ms. Wighington would assert, however, that this

delay was partially due to the fact that the Final Decree of Divorce was not entered until December 2012.

25. On multiple occasions after she first retained Ms. Wighington, Ms. Latess attempted to contact Ms. Wighington, on each occasion leaving messages either on voice mail or with Ms. Wighington's office manager. Ms. Latess eventually attempted to visit Ms. Wighington at her office and discovered that the office was closed. Ms. Latess received no response from Ms. Wighington until 26 September 2013, at which time she received an e-mail from Ms. Wighington's office manager asking for information regarding the proper way to state the arithmetic formula for division of assets on the QDRO.
26. Ms. Latess responded by noting that it was Ms. Wighington, not she, who was retained to be knowledgeable as to the proper information that needed to be included in the QDRO and, further noted that Ms. Wighington's delay in filing the document was depriving her of access to the funds.
27. On or about 8 October 2013, Ms. Wighington finally presented to the Fauquier County Circuit Court the two QDROs for the division and distribution of the Federal FERS and TSP benefits owned by Ms. Latess's husband. These Orders were entered by the Fauquier Circuit Court on 21 October 2013.
28. Thereafter, Ms. Wighington forwarded the signed QDRO's to the Federal Office of Personnel Management (OPM).
29. On 19 May 2014, Ms. Latess received an e-mail from Ms. Wighington advising her that OPM had rejected the QDRO for the FERS benefits on the grounds that the QDRO submitted by Ms. Wighington expressed the benefits to be received by Ms. Latess in

terms of a percentage of the proceeds, instead of as a “sum certain”, as specified by OPM regulations.

30. Ms. Latess then personally contacted OPM and performed research to determine the proper manner and wording to be used in the QDRO so that it would be accepted by OPM and communicated the information to Ms. Wighington.
31. After receiving the information from Ms. Latess, Ms. Wighington prepared an amended QDRO which was entered by the Fauquier County Circuit Court on 17 October 2014. Ms. Wighington would assert that she received communication from OPM to the effect that the QDRO has been accepted by OPM and that funds would be disbursed to Ms. Latess in due course.
32. As a result of the actions by Ms. Wighington, Ms. Latess filed a complaint with the Virginia State Bar, a copy of which was forwarded to Ms. Wighington on or about 22 April 2014 along with a cover letter stating that a Bar Complaint (Virginia State Bar Docket No. 14-060-099200) had been filed against her and that further informed her that the letter constituted a lawful demand for information pursuant to Virginia Rule of Professional Conduct 8.1(c) and that, pursuant to said Rule 8.1(c), she had a duty to comply with the Bar’s lawful demands for information and that failing to respond in a timely manner could result in the imposition of disciplinary sanctions.
33. Ms. Wighington did not provide a written response to the bar complaint within 21 days as required. Thereafter an investigation was opened by the Virginia State Bar.
34. When interviewed by a Virginia State Bar Investigator, Ms. Wighington acknowledged that she had failed to attend to her professional responsibilities regarding diligence and communication with her client.

35. In furtherance of the investigation, a subpoena *duces tecum* was issued by the Virginia State Bar demanding that Ms. Wighington produce:

Copies of 1) all files, records and reports; and 2) all trust account and operating account records, including cancelled checks, cash receipts journals, cash disbursement journals, subsidiary ledgers, bank statements, deposit tickets and evidence of reconciliations which are in your possession, custody or control, relating to your representation of Amy Latess; and

Copies of all monthly bank statements for all trust and operating accounts of your law practice for the period from June 1, 2013 through June 30, 2014.

36. Ms. Wighington produced a copy of her file and certain monthly bank statements, but she failed to provide copies of any cash receipts and disbursement journals, subsidiary ledgers, or evidence of periodic reconciliation for her trust account or any other evidence of proper maintenance of her trust account in accordance with Virginia Code of Professional Conduct Rule 1.15.

Facts relating to VSB Docket No. 14-060-099356 (Complainant Kristin L. Cormier)

37. Complainant Kristin L. Cormier ("Ms. Cormier") met with Ms. Wighington in May 2012 to discuss retaining Ms. Wighington to represent her in divorce proceedings against her husband. Ms. Cormier described her situation to Wighington as "not certain I wanted to file but I wanted to discuss my options with her." On 31 May 2012, Ms. Cormier signed a "Contract For Services" with Ms. Wighington and paid her an initial \$2,500 to represent her for the preparation of a Property Settlement Agreement and for possible representation in divorce proceedings.

38. Ms. Cormier met with Ms. Wighington approximately three times to discuss the PSA and in June 2012, Ms. Wighington presented Ms. Cormier with a draft PSA for Ms. Cormier's comments and corrections.

39. Prior to finalizing the PSA, Ms. Cormier advised Ms. Wighington that she had decided not to move forward with divorce proceedings. At that time, Ms. Wighington informed Ms. Cormier that she had a balance of \$760 remaining in her Trust account that could be refunded to her.
40. On the advice of Ms. Wighington due to the uncertainty of her domestic situation, Ms. Cormier agreed to keep her file open in case things did not work out.
41. In April 2014, Ms. Cormier decided to close her file with Wighington and attempted to contact Ms. Wighington through e-mail, telephone message and personal visits to her office to advise her of her decision and to obtain reimbursement of unused funds. Ms. Wighington did not respond to any of these messages.
42. In May 2014, Ms. Cormier left a telephone message with Ms. Wighington specifically stating that unless she (Cormier) heard from Wighington immediately, she would file a warrant in debt for the remaining retainer.
43. Ms. Wighington responded to this message by requesting that Ms. Cormier send her an email or other written communication confirming that she wanted to terminate the Contract For Services requesting refund of the remaining retainer. Ms. Cormier immediately sent Ms. Wighington an email as had been requested.
44. On or about 25 June 2014, after having waited nearly two months for the requested funds to be returned, Ms. Cormier advised Ms. Wighington via voice mail and e-mail that if she did not receive the funds immediately she would file in court for return of the funds.
45. Ms. Wighington responded by stating that she had sent a check to Ms. Cormier on 1 June 2014 via UPS, but that it must have been lost. Ms. Wighington did not provide Ms.

Cormier with a UPS tracking number or any other evidence that the check had ever been sent. Ms. Wighington further promised to send a replacement check.

46. On 1 July 2014, Ms. Cormier stated that she received a check (check No. 1412) drawn on Ms. Wighington's operating account in the amount of \$635.¹

47. When Ms. Cormier attempted to cash this check, it was returned for insufficient funds.

Ms. Wighington alleged that there were not sufficient funds in her account due to an error by the bank, but she failed to produce any documents that provided evidence of such a bank error.

48. As the result of Ms. Wighington's actions, Ms. Cormier filed a complaint with the Virginia State Bar and an investigation was opened.

49. In furtherance of the investigation, a subpoena *duces tecum* was issued by the Virginia State Bar demanding that Ms. Wighington produce

Copies of 1) all files, records and reports; and 2) all trust account and operating account records, including cancelled checks, cash receipts journals, cash disbursement journals, subsidiary ledgers, bank statements, deposit tickets and evidence of reconciliations which are in your possession, custody or control, relating to your representation of Kristin L. Cormier.

50. Ms. Wighington missed the deadline stated on the face of the subpoena *duces tecum* for the production of the above referenced documents. She did subsequently produce a number of the requested documents, but the documents produced by her did not include any documents from UPS (e.g. tracking documents) that would support her claim that she sent a check to Ms. Cormier on 1 June 2014 via UPS.

51. The documents and bank records produced by Ms. Wighington also did not include any documents that would support her claim that the reimbursement check (check No. 1412

¹ Although the check was for \$635 not \$760, the amount that Ms. Wighington had stated remained on the account, Ms. Wighington provided evidence satisfactory to Ms. Cormier that the amount initially quoted to Ms. Cormier (\$760) was incorrect; Ms. Cormier accepted the \$635 as full reimbursement of unused retainer.

drawn on Ms. Wighington's operating account in the amount of \$635) sent to Ms.

Cormier was returned for "insufficient funds" due to a bank error.

52. Ms. Wighington did not produce copies of any cash receipts and disbursement journals, subsidiary ledgers, or evidence of periodic reconciliation for her trust account or any other evidence of proper maintenance of her trust account as is required pursuant to Virginia Code of Professional Conduct Rule 1.15.

53. A review of the bank statements from Ms. Wighington's trust account revealed that on multiple occasions over the course of Ms. Wighington's representation of Ms. Cormier, the balance of her trust account was less than \$635, that being the amount that Ms. Cormier alleged remained in trust as unearned fees from Ms. Cormier.

Facts Common to All Complaints

54. In her responses to the bar complaints that resulted from the actions as detailed above, Ms. Wighington acknowledged professional lapses and provided, at least in partial explanation that during this period, she had been overwhelmed by family responsibilities including, but not limited to providing care to her husband who had suffered serious injuries from an automobile accident and dealing with medical and psychological issues of other family members.²

55. Notwithstanding the fact that Ms. Wighington felt overwhelmed by these family issues, she did not withdraw from these cases, nor did she communicate to the respective clients the nature of her difficulties so they could determine they needed to obtain substitute counsel to go forward with the several matters.

² Ms. Wighington noted that she and her husband were foster parents. The foster children in the home required her significant attention including, but not limited to, providing transportation to numerous medical and counseling appointments as well as providing assistance on school related issues. Because of her husband continuing disability, the entire burden fell on Ms. Wighington. She notes, however, that these foster children have subsequently been moved to another foster family.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct as specified for each matter.

As to VSB Docket No. 14-060-098309 (Complainant Corinne Szumowski (Martin))

Rule 1.3 (a); Rule 1.4 (a); Rule 1.16 (a)(2), (c), (d)

As to VSB Docket No. 14-060-098323 (Complainant Ashley Sisson)

Rule 1.3 (a); Rule 1.4 (a); Rule 1.16 (a)(2), (c), (d)

As to VSB Docket No. 14-060-099200 (Complainant Amy Latess)

Rule 1.3 (a); Rule 1.4 (a); Rule 1.15 (a), (b), (c), (d); Rule 1.16 (a)(2), (c), (d); Rule 8.1 (a), (c)

As to VSB Docket No. 14-060-099356 (Complainant Kristin L. Cormier)

Rule 1.15 (a), (b), (c), (d); Rule 8.1 (a), (c)

RULE 1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client.

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) 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.

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

(1) Cash receipts and disbursements journals for each trust account, including entries for receipts, disbursements, and transfers, and also including, at a minimum: an identification of the client matter; the date of the transaction; the name of the payor or payee; and the manner in which trust funds were received, disbursed, or transferred from an account.

(2) A subsidiary ledger containing a separate entry for each client, other person, or entity from whom money has been received in trust.

The ledger should clearly identify:

(i) the client or matter, including the date of the transaction and the payor or payee and the means or methods by which trust funds were received, disbursed or transferred; and

(ii) any unexpended balance.

(3) In the case of funds or property held by a lawyer as a fiduciary, the required books and records shall include an annual summary of all receipts and disbursements and changes in assets comparable in detail to an accounting that would be required of a court supervised fiduciary in the same or similar capacity; including all source documents sufficient to substantiate the annual summary.

(4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

(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.

(4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

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:

- (a) knowingly make a false statement of material fact;
- (b) 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[.]

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:

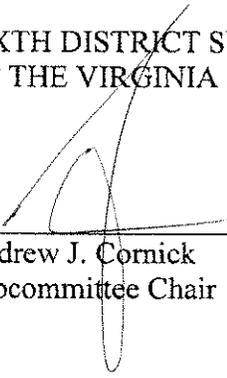
1. Within 30 days of the date that this Memorandum Order is forwarded to Respondent, as provided by the Certificate of Service herein, the Respondent shall further:
 - a. Engage an approved practicing attorney or law office management consultant (both known as "Consultant") acceptable to the Virginia State Bar. The Consultant's engagement shall be for the purposes of reviewing Respondent's current law practice policies, methods, systems and record-keeping to ensure compliance with all provisions of Rules 1.3, 1.4, 1.15 and with the other provisions of law office management Rules of the Virginia Rules of Professional Conduct (hereafter "said Rules"), as determined relevant by the law office management consultant and to report to the Bar on a quarterly basis regarding Respondent's compliance with the Consultant's recommendation.
 - b. In the event the Consultant determines that Respondent has complied with the Consultant's recommendations, the Consultant shall so certify in writing to the Respondent and the Virginia State Bar. In the event the Consultant determines that Respondent has not complied with the Consultant's recommendations, the Consultant shall notify the Respondent and the Virginia State Bar, in writing, of the measures that Respondent must take to bring herself into compliance with the Consultant's recommendations.
 - c. Upon receipt of a report of non-compliance with the Consultant's recommendations, the Respondent shall have thirty (30) days following the date the Consultant issues his written statement of the measures Respondent must take to bring her law office practice and procedures into compliance. The Consultant shall be granted access to Respondent's office, books, records, and files following the passage of the thirty (30) day period to determine whether Respondent has brought herself into compliance, as required. The Consultant shall thereafter certify in writing to the Virginia State Bar and to the Respondent either that the Respondent has brought her practice and procedures into compliance within the thirty day (30) period, or that she has failed to do so. Respondent's failure to bring herself into compliance with the Consultant's recommendations by the conclusion of the aforesaid thirty (30) day period shall be considered a violation of the Terms set forth herein.
 - d. The Consultant shall periodically examine the Respondent's law practice consistent with paragraph a, above, for a period of twelve (12) months following the date of the Consultant's initial certification of compliance pursuant to the terms hereof. The Consultant shall report to the Virginia State Bar on a quarterly basis and in said report either recertify Respondent's compliance with Consultant's recommendations said Rules or issue a report to the Virginia State Bar and the Respondent stating that the Respondent is not in compliance, and the basis for such a determination. The Respondent shall be deemed to have violated the Terms hereof in the event the Consultant, upon such re-examination of Respondent's said law practice policies, methods, systems and record-keeping reports any material noncompliance.

2. That Respondent shall obtain six (6) continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matters of law office management. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph shall not be applied toward his Mandatory Continuing Legal Education Requirement in Virginia or in any other jurisdiction in which Respondent is licensed to practice law. Respondent shall certify her compliance with the terms set forth in this paragraph by delivering a fully and properly executed Virginia MCLE Board Certification of Attendance Form to Assistant Bar Counsel, Prescott L. Prince, or his designee, promptly following Respondent's attendance of each such CLE program and no later than twelve (12) months of the date that this Memorandum Order is forwarded to Respondent, as provided by the Certificate of Service herein.
3. That Respondent shall agree to submit to binding arbitration through the Virginia State Bar Fee Dispute Resolution Program if any of the Complainants herein requests such Fee Dispute Resolution within sixty (60) days of the date that this Memorandum Order is forwarded to Respondent, as provided by the Certificate of Service herein.
4. The Respondent shall be obligated to pay when due any reasonable fees and costs charged by the Consultant for his or her services, (including provision to the Bar and to Respondent of information concerning this matter).

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 six (6) month 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.

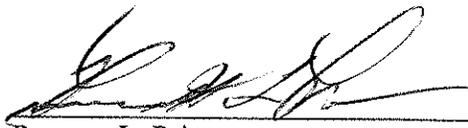
SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Andrew J. Cornick
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on 23 January, 2015, a true and complete copy of the Subcommittee Determination (PUBLIC Reprimand With Terms) was sent by certified mail, return receipt requested, to Sabina Nunn Wighting, Respondent, *pro se*, at 43 Town & Country Drive Ste 119, Box 87, Fredericksburg, VA 22405, Respondent's last address of record with the Virginia State Bar.



Prescott L. Prince
Assistant Bar Counsel