BEFORE THE VIRGINIA STATE BAR
DISCIPLINARY BOARD

IN THE MATTER OF
JOHN R. WILLETT

VSB DOCKET: 99-042-1438

ORDER OF REVOCATION

This matter came before a duly constituted Panel of the Virginia State Bar Disciplinary Board on October 21 and 22, 2004, pursuant to a certification of a Subcommittee of the Fourth District Disciplinary Committee, Section Two. The Panel consisted of Peter A. Dingman, Chairman, William C. Boyce, Jr., Glenn M. Hodge, David R. Schultz, and V. Max Beard, Lay Member. The Respondent, John R. Willett, appeared and was represented by Bernard J. DiMuro. The Bar was represented by Assistant Bar Counsel Seth M. Guggenheim. The hearing was recorded by Valarie L. Schmit of Chandler & Halasz, Registered Professional Reporters, P.O. Box 9349, Richmond, Virginia 23227, (804) 730-1222.

Prior to the commencement of proceedings, the Chairman polled the members of the Board as to whether any of them were conscious of any personal or financial interest or bias which would prevent the member from fairly and impartially hearing the matter. Each member, including the Chairman, answered in the negative.

The hearing began with Mr. Willett's Motion to Dismiss alleging a due process violation and laches. The motion was denied.

I. FINDINGS

After hearing testimony presented by both parties and the receipt of numerous documents into evidence, the Board finds as follows:

At all times relevant to this proceeding, John R. Willett, has been licensed to practice law in the Commonwealth of Virginia.

On November 26, 1997, Eugene Woodward was operating a motor vehicle which was involved in a crash. Mr. Woodward suffered severe and permanent injuries to his leg. His mother, Margaret Woodward, who was a passenger in the car, also sustained injuries. The crash was caused by the driver of a second car, Filomena Newton. Ms. Newton was insured by the Hartford Insurance Company.

In early December of 1997, Mr. Woodward and Mrs. Woodward met with a lawyer in Warrenton, Virginia, John Carter Morgan, Jr. Mr. Morgan agreed to represent Mr. Woodward but, out of a concern for potential conflicts of interest, referred Mrs. Woodward to other counsel. Mr. Woodward hired Mr. Morgan on January 5, 1998, and signed a fee agreement calling for, among other things, a one-third contingent fee. That same day, Mr. Morgan sent a letter of representation to the Hartford Insurance Company.

On February 2, 1998, Mrs. Woodward met with Mr. Willett regarding her claim. She was accompanied by her son, Eugene Woodward. At this meeting Mr. Willett determined to represent to the implicated insurance companies that Mr. Woodward was his client as well as his mother, despite being aware of the fact that Mr. Woodward was already represented by counsel and despite being aware that there existed at least a potential conflict of interest between Mr. Woodward and his mother. Mr. Willett's decision to claim representation of Mr. Woodward is evidenced by a letter dated February 3, 1998, addressed to Mr. Woodward, in which Mr. Willett purported to confirm a fee agreement with Mr. Woodward. Mr. Willett testified that the date of February 3rd was a secretarial mistake, and that he actually began to represent Mr. Woodward on August 8, 1998, (the date Mr. Woodward actually signed the fee letter) after Mr. Woodward told Mr. Willett that he was dissatisfied with Mr. Morgan. Mr. Willett's testimony notwithstanding, he wrote a letter to the Hartford Insurance Company, also dated February 3, 1998, in which he

notified the company that he was counsel for both Mrs. Woodward and Mr. Woodward. Again, Mr. Willett testified, and his counsel argued, that the date of February 3, 1998, on the initial letter to the Hartford Insurance Company was a "mistake". The Bar argued that the date of February 3, 1998, was, as evidenced by language in subsequent letters, an accurate reflection of the date upon which Mr. Willett began falsely asserting to others that he represented Mr. Woodward. The Bar pointed out that Mr. Willett wrote a subsequent letter on March 2, 1998, to the Omni Insurance Group, Mrs. Woodward's insurer (she owned the car her son was driving), in which Mr. Willett once again identified his clients as Margaret W. Woodward and Eugene F. Woodward. On August 10, 1998, Mr. Willett wrote a letter to Mr. Morgan in which he states "Please be advised Mr. Eugene F. Woodward came in to see me and he asked me, **several weeks ago**, to be his attorney in connection with his accident of November 26, 1997." [Emphasis added] Also on August 10, 1998, Mr. Willett wrote the Omni Insurance Group, once again identifying his clients as Margaret W. Woodward and Eugene F. Woodward. In this letter he wrote, "Reference is made to my letter of March 2, 1998. As I told you, I represent Mrs. Margaret W. Woodward and Eugene F. Woodward . . . ." Finally, on August 14, 1998, Mr. Willett wrote a letter to Pam Rolfe, Claims Adjuster with the Hartford Insurance Company, in which he states, "You acknowledged your company received notification from me in February, 1998, that I represent Eugene Woodward." Mr. Willett testified that all of the dates referenced in his letters, except the last three which were written after he was hired on August 8, 1998, were "mistakes" or "errors". The Bar pointed out that Mr. Willett wrote three letters subsequent to August 8, 1998 in which he references previous communications relating to his representation of Mr. Woodward.

The Board finds the Bar's argument to be compelling. It is difficult to believe that Mr. Willett wrote four letters in which he claimed to be counsel for Eugene Woodward which were dated in error. Furthermore, the Board cannot accept that Mr. Willett wrote a letter two days after Mr. Woodward actually hired him in which he refers to being hired "several weeks ago" unless that language is a continuation of the pattern of misrepresentation begun in February. Most revealing is Mr. Willett's letter of August 14, 1998, six days after he was hired by Mr. Woodward, in which he references his letter of representation of February, 1998. Indeed, on September 14, 1999, in a letter to the Bar (submitted by Mr. Willett as his Exhibit #51), Mr. Willett himself stated, "my best recollection is that I started representing him [Mr. Woodward] on or about February 3, 1998." We find that Mr. Willett began a deceptive pattern of claiming to represent Mr. Woodward on February 2, 1998, despite Mr. Woodward being represented at that time by Mr. Morgan.

The Bar's evidence was that, as a result of his investigation of Mr. Woodward's case, Mr. Morgan determined that Mrs. Newton likely had few or no assets beyond her policy of liability insurance with the Hartford, that Mr. and Mrs. Woodward's under-insurance coverage did not exceed $100,000.00, and that Mr. Woodward lacked the financial resources to fund a law suit.

Mr. Morgan testified that he discussed this with Mr. Woodward, explained that litigation would require Mr. Woodward to finance deposition costs and expert witness fees, and might result in a judgment against Mrs. Newton, but that the judgment would be of little value unless Mrs. Newton in fact owned real estate or other assets then undiscovered. According to Mr. Morgan, Mr. Woodward stated he did not want to take Mrs. Newton's house, and he authorized Mr. Morgan to settle his case for anything in excess of $70,000.00.

On July 1, 1998, the Hartford indicated a willingness to tender the policy limits of $100,000.00 in settlement of Mr. Woodward's claim if Mr. Morgan could substantiate the medical costs as outlined during their negotiations. Mr. Morgan called Mr. Woodward to inform him of the insurance company's position, and Mr. Woodward authorized Mr. Morgan to settle the case. On July 23, 1998, Mr. Morgan provided the demand package to the Hartford which was contained in a three-ring binder and was detailed and comprehensive.

After receipt of the demand package Ms. Rolfe of the Hartford informed Mr. Morgan that the company would settle the matter for the policy limits of $100,000.00 and would mail a check.

During the period from February 3, 1998, to August 8, 1998, it was Mr. Woodward's practice to accompany his mother to her interviews with Mr. Willett. He would often sit in on these interviews. By Mr. Willett's own admission, he would occasionally question Mr. Woodward about the accident despite the fact that he was aware that Mr. Woodward was represented by Mr. Morgan. Mr. Willett attempted to justify his actions by pointing out that it was his responsibility to determine whether contributory negligence was an issue in the case. It was during one of these discussions that Mr. Willett learned that Mr. Morgan was in the process of settling Mr. Woodward's case for $100,000.00. Mr. Willett told Mr. Woodward that he, Mr. Willett, could settle Mr. Woodward's case for a significantly greater sum than $100,000.00 and, as a result, Mr. Woodward determined to terminate Mr. Morgan's representation and hire Mr. Willett. Mr. Woodward testified that, before making the switch of lawyers, he expressed to Mr. Willett concern about his existing fee obligation to Mr. Morgan, but Mr. Willett assured Mr. Woodward that "he would take care of it."

On August 10, 1998, Mr. Woodward officially relieved Mr. Morgan.

On August 11, 1998, Mr. Willett called Mr. Morgan to inform him that he had been hired by Mr. Woodward. The majority of the telephone conversation consisted of Mr. Willett telling Mr. Morgan of his great ability as a litigator, and of the large verdicts which he had won in the past. When Mr. Morgan told Mr. Willett that the matter was already settled for the amount of $100,000.00 due to the fact that Mrs. Newton was indigent and there was no other coverage, Mr. Willett accused Mr. Morgan of withholding the file and hung up on Mr. Morgan.

On August 12, 1998, Mr. Morgan informed the Hartford that he no longer represented Mr. Woodward and asserted a lien for one-third of the $100,000.00 settlement previously offered by the Hartford and accepted by Mr. Woodward.

On September 18, 1998, Ms. Rolfe of the Hartford sent Mr. Willett a check in the amount of $100,000.00, payable to Mr. Woodward, Mr. Morgan, and Mr. Willett. Mr. Willett wrote Ms. Rolfe on September 28, 1998, acknowledging receipt of that check.

On September 24, 1998, Mr. Willett wrote Mr. Woodward and informed him that he would charge a flat fee of $5,000.00 to defend Mr. Woodward against Mr. Morgan's lien.

Mr. Willett rejected the offer of $100,000.00 on behalf of Mr. Woodward and on September 28, 1998, returned the check to the Hartford, claiming that he had already filed suit against Ms. Newton.

On September 29, 1998, Mr. Willett did file suit in the Circuit Court of Fauquier County on Mr. Woodward's behalf, naming Mrs. Newton and Mr. Morgan as defendants. In that pleading Mr. Willett made statements to the Court, claiming that Mr. Morgan's filing of the lien had precluded the Hartford from paying Mr. Woodward the policy limits. Mr. Willett also stated that despite numerous demands that he do so, Mr. Morgan had refused to escrow the amount of the lien. These statements were false or misleading when made.

In this litigation, a demurrer was filed on behalf of Mr. Morgan asserting that the fee dispute was not properly brought together with the personal injury action against Mrs. Newton. The Court disposed of the demurrer, after a hearing, by severing the two matters. A sketch order was entered by the Court after endorsement by Mr. Willett and counsel for Mr. Morgan. That order recites the basis for the ruling, including the following: "…that, Mr. Willett, as an officer of the Court, represented to this Court that no check for such amount [$100,000] was received by his office…." As noted above, Mr. Willett in fact received that check in September, 1998.

Mr. Willett continued to prosecute this suit until August of 2000, approximately two years after Mr. Morgan had obtained a policy limits settlement of Mr. Woodward's case. Mr. Willett finally settled the same case for $50,000.00 in cash, and $561.11 per month in the form of an annuity for a period of ten years. Considering the annuity's present value, and Mr. Woodward's circumstances, this is a less favorable settlement than the one achieved by Mr. Morgan.

In a letter dated September 13, 2000, Mr. Willett asked the Hartford to make out the monthly annuity checks to both him and Mr. Woodward. Nevertheless, Mr. Willett wrote a letter to Mr. Woodward on September 13, 2000 in which he told Mr. Woodward that the Hartford had requested Mr. Woodward to sign a letter authorizing the company to make the annuity checks payable to both Mr. Willett and Mr. Woodward. He also enclosed a Power of Attorney granting Mr. Willett authority to sign the checks for Mr. Woodward. Mr. Woodward declined to sign the Power of Attorney.

As a result of the suit filed by Mr. Willett naming Mr. Morgan as a defendant, Mr. Morgan hired local counsel, Jud Fischel, to represent him in the lien dispute. Through conversations and letters, Mr. Fischel capably argued that Mr. Willett's analysis of Mr. Morgan's

entitlement was flawed and that Mr. Morgan was entitled to a large portion, if not all of the approximately $33,333.00 which Mr. Fischel thought was in question. Both Mr. Fischel and Mr. Morgan believed at all times that the dispute was over how the one-third fee would be split. In fact, the word "split" was used in some of Mr. Fischel's correspondence. At all times during the negotiations, it was one of Mr. Morgan's primary concerns that Mr. Woodward not suffer as a result of this dispute. Eventually, Mr. Morgan settled for $16,650.00, which he believed represented approximately one-half of the $33,333.00 in dispute.

On January 3, 2001, Mr. Willett sent Mr. Woodward a letter and disbursement sheet. In the letter Mr. Willett informed Mr. Woodward that he was able to settle Mr. Morgan's claim for $16,650.00, and Mr. Willett claimed "I saved you $16,683.33". Mr. Willett went on to claim a full one-third of $100,000.00 as his fee. In other words, he did not split the one-third with Mr. Morgan but claimed a full $33,333.33. This claim actually represented an adjustment on Mr. Willett's part. In a letter dated August 4, 1998 to Mr. Woodward, and in correspondence with Mr. Fischel, Mr. Willett had interpreted his fee agreement with Mr. Woodward to entitle him to one-third of the total ($117,333.20, as computed by Mr. Willett) of present and deferred payments to be received by Mr. Woodward. In addition, Mr. Willett listed all costs associated with the case, including $5,000.00 for his handling of the fee dispute with Mr. Morgan. The total of costs was $7,933.00. Mr. Willett informed Mr. Woodward that Mr. Woodward owed Mr. Willett $41,233.66. Mr. Willett informed Mr. Woodward that he had applied the amount of $31,790.71, the amount remaining in escrow after paying Mr. Morgan, to his fees and costs. Mr. Willett concluded by informing Mr. Woodward that he owed Mr. Willett an additional $9,442.95. Mr. Woodward also remained responsible for his medical bills, none of which were

paid out of the settlement. Mr. Willett did remind his client that he had the option of pursuing bankruptcy.

II. MISCONDUCT

From the foregoing facts the Board finds by clear and convincing evidence that Mr. Willett has violated the following rules of professional conduct.

DR 1-102. Misconduct.

(A) A lawyer shall not:

(3) Commit a crime or other deliberately wrongful act that reflects adversely on the lawyer's fitness to practice law.

Mr. Willett violated this Rule by signing the sketch order which was presented to the Fauquier County Circuit Court in which it is recited that Mr. Willett never received a settlement check.

(4) Engage in conduct involving dishonesty, fraud, deceit, or misrepresentation which reflects adversely on the lawyer's fitness to practice law.

Mr. Willett violated this Rule as well by signing the order which was presented to the Fauquier County Circuit Court in which false statements were made. His initial pleadings in the case contained false and misleading statements. In addition, Mr. Willett was fraudulent and deceitful in his numerous letters to the insurance company in which he claimed to represent Mr. Woodward.

DR 2-103. Recommendation or Solicitation of Professional Employment.

(A) A lawyer shall not, by in-person communication, solicit employment as a private practitioner for himself, his partner, or associate or any other lawyer affiliated with him or his firm from a nonlawyer who has not sought his advice regarding employment of a lawyer if:

(1) Such communication contains a false, fraudulent, misleading, or deceptive statement or claim; or

Mr. Willett violated this Rule when he lured Mr. Woodward away from Mr. Morgan by telling Mr. Woodward that he could settle the case for more money than Mr. Morgan could.

> (2) Such communication has a substantial potential for or involves the use of coercion, duress, compulsion, intimidation, threats, unwarranted promises of benefits, overpersuasion, overreaching, or vexatious or harassing conduct, taking into account the sophistication regarding legal matters, the physical, emotional or mental state of the person to whom the communication is directed and the circumstances in which the communication is made.
>
> In person communication means face-to-face communication and telephonic communication.

Mr. Willett violated this Rule as well when he lured Mr. Woodward away from Mr. Morgan. Likewise, Mr. Willett's actions in persuading Mr. Woodward to hire Mr. Willett as his counsel contained unwarranted promises of benefits.

DR 2-105. Fees.

> (A) A lawyer's fees shall be reasonable and adequately explained to the client.

Mr. Willett's fees were not adequately explained to Mr. Woodward. At no time did Mr. Willett explain to Mr. Woodward that hiring Mr. Willett might result in total fees in excess of one-third of the amount of settlement. He also neglected to inform Mr. Woodward that terminating Mr. Morgan might result in a demand for additional fees to defend Mr. Woodward against Mr. Morgan's claims.

> (C) A fee may be contingent on the outcome of the matter for which the service is rendered, except in criminal cases or other matters in which a contingent fee is prohibited by law. A contingent fee agreement shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial, or appeal, expenses to be deducted from the recovery, and whether expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a closing statement showing the fee and the method of its determination.

Mr. Willett violated this Rule by failing to state in his fee agreement with Mr. Woodward the method by which the fee was to be determined. He simply informed Mr. Woodward of the method in his letter containing the disbursement sheet.

DR 6-101. Competence and Promptness.

(A) A lawyer shall undertake representation only in matters in which:

(1) The lawyer can act with competence and demonstrate the specific legal knowledge, skill, efficiency, and thoroughness in preparation employed in acceptable practice by lawyers undertaking similar matters, or

Mr. Willett violated this Rule by failing to demonstrate requisite knowledge of rules relating to the stacking of policies of "underinsurance". In Mr. Willett's letter of August 26, 1998 to Mr. and Mrs. Woodward, Mr. Willett states ". . . you have a total of $100,000.00 per person coverage under your underinsured provision, due to the fact that you have four vehicles. This was verified on August 26, 1998.

"Mr. Morgan had not even looked into this and would have let you settle. Now you have an opportunity to get a total of $300,000.00; $100,000.00 from the tortfeasor and $200,000.00 from your insurance."

This letter demonstrates Mr. Willett's lack of knowledge or misunderstanding of the rules regarding stacking, in that the claimant cannot collect under a policy of underinsurance until the amount of underinsurance exceeds the settlement or award. In this case, the $100,000.00 of coverage does not exceed the amount of the settlement and therefore results in no additional coverage to the claimant.

DR 7-102. Representing a Client Within the Bounds of the Law.

(A) In his representation of a client, a lawyer shall not:

(3) Conceal or knowingly fail to disclose that which he is required by law to reveal.

Mr. Willett violated this Rule by signing the Fauquier County Circuit Court Order.

(5) Knowingly make a false statement of law or fact.

Mr. Willett violated this Rule by his false and misleading letters to the insurance company, by his statements in his letter of August 26, 1998 in which he misstates the law of stacking and accuses Mr. Morgan of incompetence.

DR 7-103. Communicating with One of Adverse Interest.

(A) During the course of his representation of a client, a lawyer shall not:

(1) Communicate or cause another to communicate on the subject of the representation with a party he knows to be represented by a lawyer in that matter unless he has the prior consent of the lawyer representing such other party or is authorized by law to do so.

Mr. Willett violated this Rule by conversing with Mr. Woodward while Mr. Woodward was represented by Mr. Morgan. Mr. Willett acknowledged during his testimony that he did so in order to, among other reasons, determine whether contributory negligence existed on the part of Mr. Woodward. The Board fails to see how this explanation is mitigating. This is exactly the sort of discussion which should have occurred through Mr. Woodward's counsel.

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Mr. Willett violated this Rule by maintaining the lawsuit after the first of January, 2000. A competent lawyer would have known that $100,000.00 was the most that could be collected in this case. By maintaining the lawsuit, the settlement was delayed for almost two years and additional costs were incurred.

RULE 1.3 Diligence

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

Mr. Willett should have determined the extent of underinsurance coverage through Mrs. Woodward's policy at the time that Mrs. Woodward hired. In fact, Mr. Willett waited until Mr. Woodward relieved Mr. Morgan. Even then, he continued the litigation another twenty months before settling the case on terms less favorable than available in September, 1998.

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;

(8) whether the fee is fixed or contingent.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall state in writing the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written

> statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

Mr. Willett's fees were unreasonable. Despite a fee dispute of Mr. Willett's own making, and Mr. Morgan's settlement for approximately half of the disputed fee, Mr. Willett took an entire one-third of the settlement as his fee. In addition, Mr. Willett charged Mr. Woodward $5,000.00 to litigate the dispute. Additionally, Mr. Willett took one-third of $100,000.00, despite the fact that only $50,000.00 was received as a cash settlement.

RULE 4.1 Truthfulness in Statements to Others

In the course of representing a client a lawyer shall not knowingly:

(a) Make a false statement of fact or law [.]

Mr. Willett's letter to Mr. Woodward of August 26, 1998, asserted to Mr. Woodward that the Hartford required the Power of Attorney. This was false. It was actually Mr. Willett who desired the Power of Attorney.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer;

Mr. Willett violated this Rule by his continuing fraud and by his letter to Mr. Woodward regarding the Power of Attorney.

(c) engage in professional conduct involving dishonesty, fraud, deceit, or misrepresentation;

The letter to Mr. Woodward regarding the Power of Attorney also violates this part of the Rule.

The Bar withdrew the following violations:

DR 7.104(A)
DR 9.101(C)

The Board did not find that Mr. Willett violated the following Rules:

DR 6.101(A)(2)	DR 7-102(A)(6)
DR 6-101(B)	DR 7-102(A)(7)
DR 7-102(A)(1)	RULE 1.5(e)
DR 7-102(A)(2)	RULE 4.4
DR 7-102(A)(4)	

III. SANCTION

The Board is of the opinion that this case is an example of lawyer greed to the detriment of the client. The Bar argued that Mr. Willett, as early as February 2, 1998, recognized the value of Mr. Woodward's claim and resolved that he would represent Mr. Woodward, not Mr. Morgan. Mr. Willett argued that his actions did not constitute a scheme to acquire Mr. Woodward as a client, but that the change in lawyers was occasioned solely by Mr. Woodward's dissatisfaction with Mr. Morgan's representation.

The Bar's position was supported by clear and convincing evidence. Mr. Willett placed great weight on an affidavit which was purportedly signed by Mr. Woodward in which he stated that he was dissatisfied with Mr. Morgan's handling of the case. Nevertheless, Mr. Woodward testified that he didn't remember signing the affidavit, and that his only reason for dissatisfaction was that Mr. Morgan was settling the case for policy limits and he believed Mr. Willett when Mr. Willett said that he could get more. The overwhelming weight of the evidence in this case indicates that Mr. Willett was motivated from the very start by a desire to make money. He attempted to assert control over Mr. Woodward's case long before he lured the client away from

Mr. Morgan. Mr. Willett regularly discussed the case with Mr. Woodward while the client was represented by Mr. Morgan. By the time Mr. Woodward was persuaded, by unwarranted promises of a larger recovery, to change lawyers, Mr. Morgan had done everything necessary to secure the maximum available relief for Mr. Woodward. Mr. Willett then proceeded to maintain litigation at Mr. Woodward's expense for another two years. To further that litigation, Mr. Willett made false and misleading statements.

Mr. Willett's misconduct, however, did not end with his solicitation of the case. He went on to take advantage of Mr. Woodward and deprive him of the settlement to which he was otherwise entitled and so desperately needed. Mr. Willett lied to and deceived his client, representatives of insurance companies, opposing counsel, and the Circuit Court for Fauquier County. He collected unreasonable fees for work lacking in competence and prosecuted with a lack of diligence.

The Board considered the following to be aggravating factors in Mr. Willett's case:

1. Mr. Willett has been disciplined on three prior occasions. All of the prior disciplinary matters involved unreasonable or inadequately explained fees. In one case, Mr. Willett was disciplined for billing a client for time spent in defending himself in a disciplinary case brought by the client. It is also significant to note that Mr. Willett's conduct in this case occurred while the prior disciplinary matters were in process.
2. We are of the opinion that Mr. Willett was acting out of a dishonest or selfish motive.
3. Mr. Willett refuses to acknowledge the wrongful nature of his conduct. His testimony to the Board lacked candor.
4. Mr. Willett's client was exceptionally vulnerable. Mr. Woodward is not a sophisticated man. He has a ninth grade education, and reads with difficulty. He is

morbidly obese, and at the time of the settlement of this case was confined to bed. Perhaps most revealing is the fact that Mr. Woodward doesn't fully appreciate the extent of the abuse inflicted on him by Mr. Willett.

5. Mr. Willett has been practicing law for in excess of 50 years, a more than adequate time to be familiar with these Rules and the professional aspirations which they represent. Despite his years of practice, not a single witness spoke in support of Mr. Willett during the penalty phase of the hearing.

In mitigation, this case was not presented to the Board promptly. Nevertheless, the Bar's unexplained delay is insignificant compared to Mr. Willett's actions. Furthermore, it did not appear that Mr. Willett was prejudiced by the delay.

In summary, the Board finds Mr. Willett's conduct to be unconscionable. Mr. Willett took advantage of an uneducated, vulnerable client simply to make more money. In doing so, he harmed Mr. Morgan, perpetrated several frauds, and brought discredit upon the legal profession. Mr. Willett's actions in this case are of the sort that reinforces the popular, but inaccurate, public stereotype of lawyers. The Board finds that only revocation is sufficient to protect the public from such reprehensible conduct by an unrepentant lawyer. It is so ordered effective November 22, 2004.

Duties of the Respondent

It is ORDERED that, as directed in the Board's October 22, 2004 Summary Order in this matter, a copy of which was served on Respondent by certified mail, Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13 M, of the Rules of the Supreme Court of Virginia. The time for compliance with said requirements runs from November 22, 2004, the

effective date of the Revocation. All issues concerning the adequacy of the notice and arrangements required by the Rules shall be determined by the Board.

It is further ordered pursuant to Paragraph 13 B.8.c.1 of the Rules of the Supreme Court of Virginia, that the Clerk of the Disciplinary System shall assess costs against the Respondent.

It is finally ordered that the Clerk of the Disciplinary System shall forward a copy of this order, by certified mail, return receipt requested, to the Respondent, John R. Willett, at his address of record with the Virginia State Bar, 1705 Fern Street, Alexandria, Virginia 22302-2607, by regular mail to Bernard J. DiMuro, Respondent's Counsel, at DiMuro, Ginsberg & Mook, PC, 908 King Street, Suite 200, Alexandria, Virginia 22314-3019, and to Seth M. Guggenheim, Assistant Bar Counsel, Virginia State Bar, 707 East Main Street, Suite 1500, Richmond, Virginia 23219-2800.

ENTERED this _____ day of _____, 2004.

VIRGINIA STATE BAR DISCIPLINARY BOARD

By: _____
Peter A. Dingman, Chairman