VIRGINIA:

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

IN THE MATTERS OF
PATRICK RICHARD BLASZ

VSB DOCKET NOS. 16-052-105221
16-052-105641

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On February 28, 2017 a meeting was held in this matter before a duly convened Fifth District Section II Subcommittee consisting of Grant James Nelson, Chair Presiding; Brian Hirsch, Member, and Reba H. Davis, Lay Member. 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 Elizabeth K. Shoenfeld, Assistant Bar Counsel, and Patrick Richard Blasz, Respondent, *pro se*.

WHEREFORE, the Fifth District-Section II Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. At all relevant times, Respondent was a member in good standing of the Virginia State Bar.

Facts Relevant to VSB Docket No. 16-052-105221 (Complainant Christopher Belt)

2. Complainant Christopher Belt was involved in a motor vehicle accident on July 6, 2013. After the crash, Mr. Belt was diagnosed with muscle spasms, for which he received medical treatment.

3. Mr. Belt filed a claim with the other driver's insurance carrier. On or about July 19, 2013, Mr. Belt contacted Respondent regarding the accident.

4. On August 29, 2013, Respondent sent the other driver's insurance adjuster a letter of representation and requested a transcript of Mr. Belt's recorded statement.

5. On September 25, 2013, the adjuster wrote Respondent a letter denying Mr. Belt's claim. On October 1, 2013, Respondent forwarded the letter, along with Mr. Belt's transcript, to Mr. Belt and said that he would call him to discuss the matter.

6. In their statements to the VSB, Mr. Belt and Respondent disagreed as to whether Respondent continued representing Mr. Belt after the initial claim was denied. Mr. Belt stated that after receiving the denial letter, Respondent never terminated the representation and he understood that Respondent was still pursuing his case. Respondent claimed that he told Mr. Belt that because he thought Mr. Belt would be found to have been contributorily negligent, he would no longer pursue his claim.

7. Despite Respondent's assertion that he terminated his representation of Mr. Belt, Respondent continued to perform work on Mr. Belt's personal injury case.

8. On February 24, 2014, Respondent emailed Mr. Belt a medical authorization release form. Respondent said that he did not expressly recall why he sent this, but it might have been in pursuit of asking the insurance company to reconsider its position.

9. On April 22, 2014, Respondent sent Mr. Belt a calendar invitation for the following day. The invitation was for "Bodily injury assessment. Medical records were sent. Discuss with Chris."

10. On June 24, 2014, Mr. Belt emailed Respondent and said that he had been unable to contact him. Respondent responded that he "had some difficulty this past week and will be back in the saddle so to speak shortly."

11. Mr. Belt said that after July 2014 he attempted to contact Respondent by telephone, but that Respondent either did not answer or told him that he was busy.

12. Mr. Belt said that Respondent agreed to meet with him July 1, 2015, which was five days before the statute of limitations on his potential personal injury case expired, but Respondent never confirmed a time or place for the meeting. Respondent said that he never set up a meeting.

13. On July 14, 2015, Respondent emailed Mr. Belt to clarify the date of the accident. The next day, Mr. Belt said that Respondent called him and said he was sorry, but there was nothing he could do to resolve his claim because the statute of limitations had expired. Mr. Belt said that Respondent promised to return his file and documents.

14. After the statute of limitations had expired, both Mr. Belt and his new attorney, Dennis Pryba, asked Respondent to return his file. Mr. Pryba sent emails to Respondent requesting the file on August 7, 2015 and September 1, 2015. When Respondent did not reply to the emails, Mr. Pryba called him, and Respondent agreed to send Mr. Pryba the file.

15. Respondent never sent Mr. Belt's file to Mr. Pryba. Respondent later told the VSB that he did not have a file for Mr. Belt because there was no claim or cause of action.

16. In addition to representing Mr. Belt regarding his potential personal injury lawsuit, Respondent also represented Mr. Belt regarding two separate traffic citations Mr. Belt had received.

17. In October 2013, Mr. Belt was convicted for the two separate traffic citations in General District Court. Mr. Belt appealed the decisions, and trial dates were set for November 21, 2013 and December 19, 2013.

18. In November 2013, Mr. Belt asked Respondent to help resolve his pending traffic charges. On November 19, 2013, Mr. Belt emailed Respondent and provided his upcoming hearing dates.

19. At the November 21, 2013 hearing, Mr. Belt and Respondent both failed to appear. However, the police officer failed to appear as well, and therefore the case was dismissed.

20. On December 12, 2013, Mr. Belt emailed Respondent to remind him of the December 19, 2013 court date for the second traffic citation. Respondent acknowledged that he received Mr. Belt's reminder. Mr. Belt did not appear for the December 19 hearing because he thought Respondent was handling it on his own. Respondent did not appear either, and Mr. Belt was convicted in absentia. Respondent told the VSB that he did not know how he missed this court date, but there may have been a miscommunication.

21. On January 24, 2014, Mr. Belt filed a *pro se* request for reconsideration. In support of his request, he said that he had retained counsel to continue the December 19 hearing and that his counsel failed to do so. On February 10, 2014, the Court entered an order granting Mr. Belt another hearing.

22. On March 13, 2014, Mr. Belt and Respondent both appeared for the hearing in the remaining traffic citation matter. Mr. Belt pleaded guilty to an amended charge of improper driving. Mr. Belt was ordered to pay a $150 fine and court costs.

Rules Violated: Rules of Professional Conduct 1.3(a); 1.4(a); 1.16(d)-(e)

Facts Relevant to VSB Docket No. 16-052-105641 (Complainant John T. Frey)

23. Beginning in 2013, Respondent represented Carine and Tucker Newberry in a dispute with private school Cortona Academy. In late 2013 and early 2014, Respondent and the Academy's counsel engaged in settlement negotiations. The negotiations were abandoned in February 2014.

24. More than 18 months later, on November 12, 2015, Respondent received an unsolicited email from someone claiming to be named "Stephen Wang," who said he needed an attorney's assistance in the sale of an oil well.

25. Respondent sent Mr. Wang a retainer agreement, which provided that Respondent would be paid a retainer of $5,000, against which he would bill at an hourly rate.

26. On or about November 24, 2015, Respondent received a FedEx package that contained a check dated November 23, 2015 in the amount of $498,000. Respondent said that this included his retainer fee of $5,000 as well as the down payment on the oil well purchase.

27. Also on November 24, 2015, Respondent received a $320 check from Mr. and Mrs. Newberry to pay the filing fee for a civil action against the Academy.

28. Although Respondent said that he was representing Mr. and Mrs. Newberry on a contingency fee basis, no written retainer agreement was prepared for the representation.

29. On November 25, 2015, Respondent deposited both Mr. Wang's check and Mr. and Mrs. Newberry's check into his trust account. That same day, Respondent filed Mr. and Mrs. Newberry's Complaint in the Fairfax County Circuit Court, writing a $320 check from his trust account for the filing fee.

30. After the checks were deposited, Mr. Wang called Respondent and told him that he needed Respondent to return $100,000 as soon as possible in order to pay an unexpected cost associated with an insurance inspection.

31. On November 27, 2015, Respondent went to his local Wells Fargo bank branch and asked that $100,000 be sent to Mr. Wang. Respondent was told that the funds were on hold and not available. Soon after, Respondent learned that the check was fraudulent.

32. As a result of the fraudulent check, Wells Fargo froze Respondent's trust account on November 30, 2015 and kept it frozen until December 2, 2015. Any checks presented during the time the account was frozen were not paid.

33. On December 10, 2015, Respondent received a letter from the Fairfax County Circuit Court indicating that the check he wrote for Mr. and Mrs. Newberry's filing fee was returned because his trust account was frozen. The letter said that Respondent would be charged a $50 service fee for the returned check.

34. After learning about the returned check, Respondent said that he went to the Fairfax Circuit Court and attempted to explain what happened. Respondent said that he was told that he would have to pay the $50 returned check fee unless he provided a letter from his bank demonstrating that he was not at fault. Respondent said that he went to the bank and requested that the letter be sent directly to the court.

35. On December 15, 2015, the Academy's counsel emailed Respondent responsive pleadings to Mr. and Mrs. Newberry's Complaint, including a Motion Craving Oyer. He advised Respondent that he intended to notice the motion for a hearing on January 8, 2016. Respondent did not reply.

36. On January 4, 2016, the judge's law clerk emailed Respondent and opposing counsel and said that she had left Respondent two messages regarding the returned check. She said

that the Motion Craving Oyer could not remain on the docket unless the filing fee was paid as soon as possible. Respondent replied that he needed to visit his bank to determine the problem.

37. On January 19, 2016, Respondent and opposing counsel were notified to appear for a scheduling conference on March 1, 2016.

38. On January 27, 2016, opposing counsel emailed Respondent with questions about the filing fee and the pending motion. On February 4, 2016 opposing counsel followed up, indicating that he had never received a response to his prior email.

39. Respondent did not appear for the March 1, 2016 scheduling conference. The court continued the conference because the filing fee had not been paid.

40. On March 4, 2016, opposing counsel filed a motion to dismiss for failure to pay filing and court fees. The Court entered an order dismissing the case without prejudice on March 18, 2016.

41. On April 26, 2016, Respondent met with Fairfax County Circuit Court Clerk John Frey and provided a letter from his bank stating that he was not at fault. Mr. Frey waived the $50 returned check fee and Respondent paid the filing fee.

42. On April 27, 2016, Respondent advised Mr. Newberry that he would refile the case the following week. Respondent did not actually refile the case until September 15, 2016. Respondent paid the second filing fee out of his own pocket.

43. Although Respondent eventually rectified the matter regarding the dishonored check, his failure to do so in a prompt and diligent manner constituted a violation of Rule of Professional Conduct 1.3(a).

Rules Violated: Rule 1.3(a); 1.5(c)

II. NATURE OF MISCONDUCT

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

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 1.5 Fees

(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.

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, 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.

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:

Respondent is placed on probation for a period of three (3) years commencing upon the issuance of a final order approving this agreed disposition. During such probationary period, Respondent will not engage in professional misconduct as defined by the Virginia Rules of Professional Conduct or the disciplinary rules of any other jurisdiction in which the Respondent is admitted to practice law. Any final determination that Respondent engaged in professional misconduct during this probationary period made by a District Subcommittee, District Committee, the Disciplinary Board, a Three-Judge Panel, the Supreme Court of Virginia or an attorney disciplinary tribunal of any other jurisdiction shall conclusively be deemed to be a violation of this Term.

If Respondent violates the terms of his probation and therefore violates the terms of this agreed disposition, he agrees that the District Committee shall impose a Certification for Sanction Determination pursuant to Part 6, § IV, ¶ 13-15.F-G of the Rules of the Supreme Court of Virginia. 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 ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

If the terms are not met, 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 Certification for Sanction Determination 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.

FIFTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

Grant James Nelson
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on 4/3/17, a true and complete copy of the Subcommittee Determination (Public Reprimand With Terms) was sent by certified mail to Patrick Richard Blasz, Respondent, at Law Offices of Patrick R. Blasz, 10224 Tamarck Drive, Vienna, VA 22182, Respondent's last address of record with the Virginia State Bar.

Elizabeth K. Shoenfeld
Assistant Bar Counsel