

**VIRGINIA:**

**BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD**

**IN THE MATTERS OF WILLIAM AARON CLUETT  
VSB DOCKET NOS. 16-032-106107, 17-032-108661 and 18-032-109836**

**AGREED DISPOSITION MEMORANDUM ORDER  
PUBLIC REPRIMAND WITH TERMS**

On Tuesday, July 10, 2018 these matters were heard by the Virginia State Bar Disciplinary Board upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by the Rules of the Supreme Court of Virginia. The panel consisted of Michael A. Beverly, 2nd Vice Chair, R. Lucas Hobbs, John A.C. Keith, Jeffrey L. Marks, and Stephen A. Wannall, Lay Member. The Virginia State Bar was represented by Laura A. Booberg, Assistant Bar Counsel. William Aaron Cluett was present and was represented by counsel, Michael L. Rigsby, Esquire. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing the matter to which each member responded in the negative. Court Reporter, Lisa A. Wright, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

**WHEREFORE**, upon consideration of the Agreed Disposition, the Certification, Respondent's answer, Respondent's disciplinary record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Disciplinary Board accepts the Agreed Disposition and the Respondent shall receive a Public Reprimand with Terms, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective July 10, 2018.

It is further **ORDERED** that:

The Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9 E. of the Rules.

It is further **ORDERED** that an attested copy of this Order be mailed to the Respondent by certified mail, return receipt requested, at his last address of record with the Virginia State Bar at 8418 Obannon Court, Suite 1011, Henrico, VA 23228, and a copy to Michael L. Rigsby, Respondent's counsel at Michael L. Rigsby, PC, P.O. Box 29328, Henrico, VA 23242, and a copy hand-delivered to Laura A. Booberg, Assistant Bar Counsel, Virginia State Bar, Suite 700, 1111 E. Main Street, Richmond, VA 23219.

Enter this Order this 10<sup>th</sup> day of July, 2018

VIRGINIA STATE BAR DISCIPLINARY BOARD

**A COPY TESTE:**  
  
**DAVIDA M. DAVIS**  
**CLERK OF THE DISCIPLINARY SYSTEM**

  
\_\_\_\_\_  
Michael A. Beverly  
Second Vice Chair

**RECEIVED**  
**Jul 6, 2018**

**VIRGINIA STATE BAR**  
**CLERK'S OFFICE**

VIRGINIA:

BEFORE THE DISCIPLINARY BOARD  
OF THE VIRGINIA STATE BAR

IN THE MATTER OF  
WILLIAM AARON CLUETT

VSB Docket No. 18-032-109836  
17-032-108661  
16-032-106107

AGREED DISPOSITION  
(PUBLIC REPRIMAND WITH TERMS)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H., the Virginia State Bar, by Laura Ann Booberg, Assistant Bar Counsel, William Aaron Cluett, Respondent, and Michael L. Rigsby, Respondent's counsel, hereby enter into the following Agreed Disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. At all relevant times, Respondent was licensed to practice law in the Commonwealth of Virginia.
2. Lemon Law Group Partners, PLC, ("LLG"), is a Florida Limited Liability Company based in Florida. LLG provides consumer representation in various states in the area of Lemon Law, Deceptive Trade Practices and Breach of Warranty. LLG registered with the State Corporation Commission of Virginia on June 27, 2016 and with the Virginia State Bar on July 19, 2016 to provide legal services in the Commonwealth of Virginia and has maintained its authority to provide such service since its initial registration.
3. Prior to its registration in the Commonwealth of Virginia, LLG's business model was to handle administrative matters and settlement negotiations on behalf of its clients from its Florida office and engage local counsel, when necessary, to appear in a Virginia court on behalf of its clients.
4. On November 21, 2014, Mr. Cluett entered into an Of Counsel Agreement, ("Agreement"), with LLG.
5. Provision 1 of the Agreement entitled "Relationship of Provider Attorney" stated:

It is understood that the firm with your assistance will be responsible for all client communications for each matter and will handle communications with opposing

counsel, including settlement negotiations whenever possible. It is understood that the firm will handle the vast majority of handling [sic] litigation work, which includes but is not limited to: drafting all pleadings, all discovery requests, responses to all discovery requests, any and all motions and responses to any motions. It is understood that the Of Counsel attorney will be identified on the pleadings as counsel and will only handle tasks that cannot be handled by the firm which may include court hearings, depositions and any and all motions and settlement conference/mediations.

6. Provision 5 of the Agreement, entitled "Compensation," provided that Mr. Cluett would receive \$150.00 as a flat fee for all matters in which the firm obtained a recovery for a client matter handled in Virginia.

7. Mr. Cluett was engaged by LLG after answering an advertisement on Craigslist for an "Of Counsel" position.

VS B Docket No. 16-032-106107  
Complainant James Bradley Winder, Jr.

8. In January 2016, Carl Scott, ("Mr. Scott"), contacted LLG in response to an internet Advertisement. Leonel Sanchez, ("Mr. Sanchez"), is a paralegal employed by LLG in its Florida office. Mr. Scott spoke to Mr. Sanchez about his possible Lemon Law claim, and Mr. Sanchez informed Mr. Scott that LLG would accept his claim.

9. Following their conversation, Mr. Sanchez sent Mr. Scott an email with an Engagement Letter that contained Mr. Cluett's printed signature. The Engagement Letter stated in part:

As the jurisdiction for your matter lies in Virginia, your case will be handled solely by our Virginia licensed attorneys. Other partners, associates and legal assistants may also participate in this representation.

10. RoseWaldorf, PLLC, ("RoseWaldorf"), served as the Warranty Litigation Office of General Counsel for Fiat Chrysler Automobiles, LLC. On January 21, 2016, LLG sent RoseWaldorf a representation letter that contained Mr. Cluett's printed signature.

11. On January 25, 2016, Mr. Sanchez emailed Mr. Scott to advise him that he (Sanchez) would be his case manager, and described the steps LLG would undertake to pursue his (Scott's) pre-litigation claim.

12. On February 3 and 9, RoseWaldorf staff wrote Mr. Cluett at LLG's Florida office to request documentation about Mr. Scott's vehicle. Mr. Cluett was not aware of these letters and did not respond to them.

13. About this time, Mr. Scott engaged J. Bradley Winder, ("Mr. Winder"), as counsel. Mr. Winder contacted both LLG and RoseWaldorf, prompting RoseWaldorf to question who represented Mr. Scott, prompting LLG's Florida staff to exchange several emails concerning their representation of Mr. Scott. Mr. Cluett was not informed of, or knew of, the communications between and among RoseWaldorf, Mr. Winder and LLG's Florida staff.

14. In time, Mr. Sanchez sent a letter to Mr. Scott stating, in part, "We cannot justify filing suit in your case and must therefore immediately terminate representation." This letter contained Mr. Cluett's printed signature.

15. Mr. Cluett did not personally sign or approve LLG's engagement letter with Mr. Scott. Mr. Cluett acknowledges, however, that he approved the form of the engagement letter for use in Virginia cases.

16. At no time was Mr. Cluett ever in possession of Mr. Scott's paper file. At no time did Mr. Cluett ever communicate with Mr. Scott or perform any legal work on his behalf.

VSF Docket No. 17-032-108661  
Complainant James Bradley Winder, Jr.

17. In or about October 2016, Joshua Riddle, ("Mr. Riddle"), contacted LLG to inquire about representation in a Lemon Law claim. After speaking with Ted Buffington, ("Mr. Buffington"), a non-attorney employee of LLG, Mr. Buffington informed Mr. Riddle that LLG would accept his claim.

18. On October 31, 2016, LLG sent Mr. Riddle an Engagement Letter that contained Mr. Cluett's printed signature. The Engagement Letter stated in part

As the jurisdiction for your matter lies in Virginia, your case will be handled solely by our Virginia licensed attorneys. Other partners, associates and legal assistants may also participate in this representation.

19. On November 11, 2016, LLG staff sent a demand letter to Fiat Chrysler Automobiles, LLC on Mr. Riddle's behalf. The demand letter stated, "Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, breach of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention." Although Mr. Cluett had neither met with or spoke with Mr. Riddle, the letter contained Mr. Cluett's printed name.

20. RoseWaldorf, P.L.L.C. ("RoseWaldorf"), served as the Warranty Litigation Office of general counsel for Fiat Chrysler Automobiles, LLC, ("Fiat"). On February 14, 2017, RoseWaldorf advised Mr. Cluett, by letter, that Fiat rejected his demand. At this time,

Mr. Sanchez was handling the majority of client communications and Mr. Cluett believed Mr. Sanchez would inform Mr. Riddle of Fiat's decision. Mr. Cluett admits that he did not advise Mr. Riddle of Fiat's decision.

21. Mr. Cluett understands that a series of emails were exchanged by and between Messrs. Riddle, Buffington and Sanchez between October 31, 2016 and March 3, 2017. Mr. Cluett was not included in the email exchange.

22. On March 10, 2017, Mr. Sanchez emailed Mr. Riddle a letter captioned "Close out of your claim against FCA US." Although sent by Mr. Sanchez, the letter contained Mr. Cluett's printed signature. Mr. Cluett admits that throughout LLG's representation, he (Cluett) never met with or spoke with Mr. Riddle.

VSB Docket No. 18-032-109836  
Complainant Jay Russell

23. In or about February, 2016, Jay Russell. ("Mr. Russell"), contacted LLG to inquire about representation in a Lemon Law claim involving his Ford F150 truck. On February 23, 2016, Mr. Russell signed an Engagement Letter that contained Mr. Cluett's printed signature. The Engagement Letter stated in part

As the jurisdiction for your matter lies in Virginia, your case will be handled solely by our Virginia licensed attorneys. Other partners, associates and legal assistants may also participate in this representation.

24. On February 24, 2016, LLG staff sent a demand letter to Ford Motor Company on Mr. Russell's behalf. The demand letter stated, "Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, breach of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention." Although Mr. Cluett had neither met with or spoke with Mr. Russell, the letter contained Mr. Cluett's printed name.

25. Between March 2, 2016 and September 12, 2016, LLG attempted to negotiate a settlement of Mr. Russell's claim with Ford Motor Company without success. Mr. Cluett was not involved in, nor aware of, these efforts. On September 12, 2016, LLG advised Mr. Russell by email that they were no longer working on his claim and urged him to obtain "an independent second opinion...." This email was sent by Mr. Sanchez, bearing Mr. Cluett's printed signature, but was not copied to Mr. Cluett.

## Federal Court

26. On or about November 22, 2016 and June 13, 2017, Mr. Cluett was counsel of record for the plaintiffs in two cases that were removed by counsel for the defendants to the United States District Court for the Western District of Virginia, ("Court"). Mr. Cluett was not admitted to practice before the Court at that time, resulting in the issuance of an Order to Show Cause against Mr. Cluett on January 25, 2017. Mr. Cluett responded to the Court's Order on February 1, 2017 and, at his request, LLG hired outside counsel admitted to practice before the Court to assist Mr. Cluett with the then existing cases. During the course of his interaction with outside counsel, Mr. Cluett admitted that thus far his role with LLG was limited to signing pleadings and did not include appearing in court.

27. Mr. Cluett was admitted to practice before the Court on August 14, 2017.

## II. NATURE OF MISCONDUCT

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

### **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.**

### **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.**

**(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.**

**(c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter.**

### III. PROPOSED DISPOSITION

Accordingly, the parties tender to the Disciplinary Board for its approval the Agreed Disposition of a Public Reprimand with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing. The terms shall be met within twelve (12) months of the date that the Disciplinary Board accepts this Agreed Disposition and are as follows:

1. Respondent shall obtain twelve (12) hours of Continuing Legal Education credits (CLE), including six (6) live credits, by attending courses approved by the Virginia State Bar in the subject area of civil and criminal procedure, and ethics. These CLE credits shall not be applied toward Respondent's Mandatory Legal Education Requirement in Virginia or any other jurisdiction in which Respondent is licensed to practice law. Respondent shall certify his compliance with the terms set forth herein by delivering a full and properly executed Virginia MCLE Board Certification of Attendance Form to Assistant Bar Counsel Laura Ann Booberg, or her designee, promptly following Respondent's attendance at each such CLE program and no later than twelve (12) months from the date that the Disciplinary Board, by Order, memorializes the acceptance of this Agreed Disposition.
2. Respondent is placed on probation for a period of twelve (12) months commencing on the date that the Disciplinary Board, by Order, memorializes the acceptance of 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 or the Supreme Court of Virginia shall conclusively be deemed to be a violation of this Term. The final determination need not occur within the twelve (12) month probationary period.

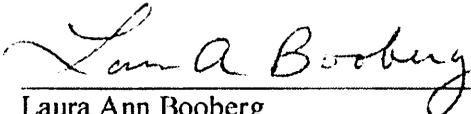
Upon satisfactory proof that such terms and conditions have been met, this matter shall be closed. If, however, all the terms and conditions are not met by the deadlines imposed above, the Respondent agrees that the alternative disposition shall be a three (3) month suspension of Respondent's license to practice law in the Commonwealth of Virginia, pursuant to Rules of Court, Part Six, Section IV, Paragraph 13-18.O.

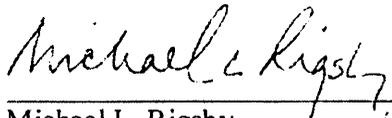
In entering this Agreed Disposition, the parties have considered the following mitigating factors set forth in the American Bar Association Standards For Imposing Lawyer Sanctions, (“Sanctions”):

1. The absence of a prior disciplinary record;
2. The absence of a dishonest or selfish motive;
3. Respondent’s inexperience in the practice of law during the time of the events complained of and the absence of a mentor;
4. Respondent’s efforts to increase and enhance his professional knowledge and skill: i.e., rehabilitation; and
5. Respondent’s remorse.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess an administrative fee.

THE VIRGINIA STATE BAR

  
\_\_\_\_\_  
Laura Ann Booberg  
Assistant Bar Counsel

  
\_\_\_\_\_  
Michael L. Rigsby  
Respondent’s Counsel 7/6/2018

  
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William Aaron Cluett  
Respondent