



VIRGINIA:

BEFORE THE SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
PHILLIP STONE GRIFFIN, II

VSB Docket No. 15-070-101646

**SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)**

On May 01, 2017 a meeting was held in this matter before a duly convened Seventh District Subcommittee consisting of Joseph D. Platania, David W. Thomas, and Alfred J. Sisley. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand without 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 Paulo E. Franco, Jr., Assistant Bar Counsel, and Phillip Stone Griffin, II, Respondent, and John P. Flannery, Esquire, counsel for Respondent.

WHEREFORE, the Seventh District Subcommittee of the Virginia State Bar hereby serves upon Respondent the following **PUBLIC Reprimand without Terms**:

FINDINGS OF FACT

1. At all times relevant, Respondent was licensed to practice law in the Commonwealth of Virginia and was active and in good standing.
2. Respondent was admitted to the practice of law in the Commonwealth of Virginia on October 1, 1992.
3. Thomas A. Turner, (“Complainant”), retained Respondent in 2004 to represent his interests regarding custody and visitation issues related to his infant daughter (“Daughter”). The Daughter was born in 2000 while Complainant was still in high school.¹
4. The Daughter’s maternal grandmother, Nancy Panyi (“Panyi”), wanted physical custody of the child. In exchange, she agreed to allow Complainant liberal visitation.

¹ Because the daughter remains a minor, she will not be identified by name in this charging document.

5. Complainant was unsatisfied with the amount and quality of the visits he was getting with the Daughter.

6. Further, Panyi took the Daughter to Ohio for a month where Daughter's mother was residing.

7. As a result, the matter was brought before the Juvenile and Domestic Relations Court for the City of Winchester on December 3, 2004.

8. The court's order of December 3, 2004 made a temporary award of custody and visitation in favor of both Complainant and Panyi, and the parties were ordered to return for a hearing at a later date.

9. After a full hearing with witnesses, the court entered another order dated March 22, 2005 awarding joint and shared legal custody of the daughter with primary physical custody awarded to Panyi.

10. By separate order dated March 22, 2005, the court ordered Respondent to pay child support in the amount of \$150 per month,

11. Complainant had to return to court in the Spring of 2005 because Panyi was not allowing him to take the Daughter on vacation from April 26, 2005 through May 2, 2005.

12. After a hearing on the matter, the Court entered an order on April 26, 2005 granting the requested visitation.

13. After returning from vacation on May 2, 2005, Complainant's relationship with Panyi began to deteriorate with respect to his visitation with the Daughter.

14. In the interim, Complainant had married and had children of his own with his wife.

15. At some point between May of 2005 and November of 2005, discussion between Complainant and Panyi led to Panyi writing a letter to Complainant on November 2, 2005 offering that Complainant relinquish his paternal rights to Panyi, and in exchange Panyi would waive any claims to child support and insurance and would put the Daughter on Medicaid.

16. Respondent wrote to Complainant enclosing a copy of the November 22, 2005 letter asking Complainant to respond to the offer.

17. Respondent and Complainant met to discuss Panyi's offer.

18. As a result of those discussions, Complainant accepted the offer.

19. Respondent advised complainant that he would prepare a motion and an agreed order to modify the existing custody and child support orders of the court whereby Complainant would waive all of his parental rights in exchange for Panyi foregoing further payments of child support.

20. Respondent prepared such a motion and order.

21. Panyi and the Daughter's biological mother signed the document entitled Addendum to Agreement on December 9, 2005 which memorialized the agreement for Complainant to waive his parental rights in exchange for a waiver of any claims to child support and insurance coverage.

22. Complainant signed the Addendum to Agreement on December 19, 2005.

23. Respondent told Complainant he would take care of everything in terms of filing the necessary paperwork with the court.

24. On December 20, 2005, Respondent wrote to Complainant advising him that he had filed the Addendum to Agreement with the Court, and that he was closing his file on the matter.

25. On January 6, 2006, Respondent wrote again to Complainant that he was closing his file, and also advised Complainant of his five year document retention policy.

26. According to Complainant, he believed the matter to have been concluded in accordance with the terms of the Addendum to Agreement.

27. Unbeknownst to Complainant, the action contemplated by the Addendum to Agreement that Respondent drafted is not allowable under Virginia law in the manner in which Respondent attempted to extinguish Complainant's parental rights

28. On January 24, 2006, the Honorable William S. Sharp wrote to Respondent, Panyi and the Daughter's biological mother stating that he would not enter the order contemplated under the Addendum to Agreement.

29. Judge Sharp denied the motion and advised Respondent, Panyi and the Daughter's biological mother that the only way to achieve what they wanted was via petition to the court under certain circumstances contemplated by Virginia law.

30. Judge Sharp stated in his letter that should the parties feel they could proceed under those circumstances, then either of them should file a petition with the court.

31. According to Respondent, his office mailed out a copy of the court's correspondence denying the entry of the order contemplated by the Addendum to Agreement on February 6, 2006.

32. Complainant denies ever having received that letter.

33. Complainant further states that Respondent continued to represent him in other legal matters including his divorce from his then current wife.

34. Respondent tendered to Complainant a retainer agreement dated January 25, 2006 relating to his divorce from his wife.

35. Complainant states that during the pendency of Respondent's work on the divorce case, Respondent never mentioned or discussed with him the fact that order concerning the Addendum to Agreement was not entered and that he was still obligated by court order to make child support payments.

36. Respondent tendered a bill for services in connection with the custody and visitation issues with respect to the Daughter dated February 8, 2006.

37. A copy of the bill provided by the Complainant shows that it makes no mention of Respondent having ever reviewed the Court's January 24, 2006 letter, nor did Respondent bill Complainant for drafting the letter of February 6, 2006 enclosing the court's order that Respondent claimed to have sent.

38. In fact, Complainant states that the first time he learned about Judge Sharp's letter was in October of 2014 when he received a show cause from Panyi for his failure to pay child support from March 22, 2005 through August of 2014 in the amount of \$15,450.00.

39. Complainant retained other counsel to handle matters related to the show cause order for his failure to pay child support.

NATURE OF MISCONDUCT

Such conduct by 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.

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RULE 1.3 DILIGENCE

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

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RULE 1.4 COMMUNICATION

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

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PUBLIC REPRIMAND WITHOUT TERMS

Accordingly, having approved the agreed disposition, it is the decision of the Subcommittee to impose a **Public Reprimand without Terms** and Phillip Stone Griffin, II is hereby so reprimanded. 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.

**SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

By: 

David W. Thomas
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on June 21st, a true and complete copy of the Subcommittee Determination **Public Reprimand without Terms** was sent by certified mail to Phillip Stone Griffin, II, Respondent, at 102 South Kent Street, Winchester, Virginia 22601, Respondent's last address of record with the Virginia State Bar, and by first class mail, postage prepaid to John P. Flannery, II, Esquire, counsel for Respondent, at Ithica Manor, 38469 Triticun Lane, Lovettsville, Virginia 20180.



Paulo E. Franco, Jr.
Assistant Bar Counsel