



VIRGINIA:

BEFORE THE SECOND DISTRICT, SECTION II SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

IN THE MATTER OF  
JOHN DILLARD HOOKER, JR.

VSB DOCKET NO. 20-022-116310

SUBCOMMITTEE DETERMINATION  
(PUBLIC REPRIMAND WITHOUT TERMS)

On August 12, 2020, a meeting was held in this matter before a duly convened Second District, Section II Subcommittee consisting of Corrynn J. Peters, Esq., chair; Gerald L. Harris, Esq.; and John L. Hodges, lay member. 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 M. Brent Saunders, Senior Assistant Bar Counsel, and John Dillard Hooker, Jr., Esq., Respondent, *pro se*.

WHEREFORE, the Second District, Section II Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand without Terms:

I. FINDINGS OF FACT

1. At all times relevant hereto, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia.
2. In February 2017, Kathleen M. Conlon ("Ms. Conlon"), filed a lawsuit in the Virginia Beach Circuit Court against Custom Structures Building, Inc., and certain affiliated individuals (Case No. CL17-733), seeking \$754,000.00 in damages on claims of fraud, breach of contract and violations of the Virginia Consumer Protection Act, arising from allegedly defective repairs and improvements to her residence ("Lawsuit"). Ms. Conlon was represented by attorney Samuel R. Brown ("Mr. Brown"), and the defendants were initially represented by Respondent.
3. Ms. Conlon had filed a claim with her home owner's insurance carrier, Virginia Farm Bureau Fire & Casualty Insurance Co. ("Virginia Farm Bureau"), for certain damages to her

residence allegedly caused by the negligent provision of roof repairs by Custom Structures Building, Inc.<sup>1</sup>

4. Virginia Farm Bureau issued payment to Ms. Conlon on her claim in the amount of approximately \$2,000.

5. In October 2017, Virginia Farm Bureau filed a subrogation action against Custom Structures Building, Inc., in the Virginia Beach General District Court (GV17035463), seeking to obtain reimbursement of the approximately \$2,000 it had paid to Ms. Conlon on her claim. The Warrant In Debt listed the plaintiff as “Kathleen M. Conlon by Virginia Farm Bureau Fire & Casualty Insurance Co., subrogee”.

6. Virginia Farm Bureau was represented by Samantha B. Cohn (“Ms. Cohn”), an attorney with the law firm of Chaplin & Gonet.

7. Respondent initially represented Custom Structures Building, Inc. in the subrogation case, and in that capacity, engaged in settlement discussions with Ms. Cohn. In late November 2017, while the Lawsuit remained pending,<sup>2</sup> Respondent, on behalf of Custom Structures Building, Inc., offered to pay Virginia Farm Bureau \$1,961.65 to resolve its subrogation claim, which Ms. Cohn accepted on behalf of Virginia Farm Bureau.

8. In conjunction with the settlement of the subrogation claim, Respondent prepared and sent to Ms. Cohn a “Settlement and Release” document providing for both Virginia Farm Bureau and Ms. Conlon to release Custom Structures Building, Inc. and “any and all of its officers, directors, agents, and employees from any and all liability and claims, wherever pending or may be pending, of any nature whatsoever and however described or defined as relates to any construction work, remodeling, renovation, repair, or any other such work...” at Ms. Conlon’s residence (“Release”).

9. After receiving the Release, Ms. Cohn called Respondent and inquired why Ms. Conlon was listed on the Release given that she was not a party to the subrogation case or claim. Ms. Cohn also made clear to Respondent that Ms. Conlon was not her client and asked if he would accept a release signed only on behalf of Virginia Farm Bureau, her client and the actual party to the case. According to Ms. Cohn, Respondent was “adamant” that Ms. Conlon sign the Release. Based on that insistence, and unaware of the existence of the Lawsuit or Mr. Brown’s representation of Ms. Conlon, Ms. Cohn sent the Release to Ms. Conlon for her to sign<sup>3</sup>. Ms. Conlon informed Ms. Cohn of the existence of the Lawsuit and sought the advice of Mr. Brown, who told her not to sign it as it would bar her from pursuing her claims in the Lawsuit. She followed that advice and refused to sign it.

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<sup>1</sup> Those same damages were included among the claims Ms. Conlon had asserted in the Lawsuit.

<sup>2</sup> The Lawsuit remained active until it was settled in the summer of 2019.

<sup>3</sup> Ms. Cohn says she sent the Release to Ms. Conlon only because Mr. Hooker was so adamant that she do so, and would have refused had she been aware of the existence of the Lawsuit.

10. At no time during the course of the events described in paragraphs 7-9 above did Respondent provide the Release to Mr. Brown or otherwise notify him of his efforts to have Ms. Conlon execute the Release.

11. Respondent has repeatedly asserted his belief that Ms. Conlon was the plaintiff in the subrogation case and represented by Ms. Cohn, but has also acknowledged that his failure to understand the nature of the subrogation case and Ms. Conlon's status as an unrepresented non-party in that proceeding could be the result of his lack of experience handling civil matters, as his practice is predominantly in the area of criminal defense.

## II. 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.

### **RULE 4.2 Communication With Persons Represented By Counsel**

In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized by law to do so.

### **RULE 8.4 Misconduct**

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

## III. 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 John Dillard Hooker, Jr., Esq.

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.

SECOND DISTRICT, SECTION II  
SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

By:   
Corrynn J. Peters, Esq.  
Chair

CERTIFICATE OF MAILING

I certify that on 9/2/20, a true and complete copy of the Subcommittee Determination (Public Reprimand without Terms) was sent by certified mail to John Dillard Hooker, Jr., Esq., Respondent, at John D. Hooker, Jr. & Associates, P.C., P.O. Box 968, Virginia Beach, VA 23451-0968, Respondent's last address of record with the Virginia State Bar, and by e-mail to john@johnhookerattorney.com.

  
M. Brent Saunders  
Senior Assistant Bar Counsel

VIRGINIA:

BEFORE THE SECOND DISTRICT, SECTION II SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

IN THE MATTER OF  
JOHN DILLARD HOOKER, JR.

VSB Docket No. 20-022-116310

AGREED DISPOSITION  
PUBLIC REPRIMAND WITHOUT TERMS

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar, by M. Brent Saunders, Senior Assistant Bar Counsel, and John Dillard Hooker, Jr., Respondent, *pro se*, hereby enter into the following agreed disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. At all times relevant hereto, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia.
2. In February 2017, Kathleen M. Conlon ("Ms. Conlon"), filed a lawsuit in the Virginia Beach Circuit Court against Custom Structures Building, Inc., and certain affiliated individuals (Case No. CL17-733), seeking \$754,000.00 in damages on claims of fraud, breach of contract and violations of the Virginia Consumer Protection Act, arising from allegedly defective repairs and improvements to her residence ("Lawsuit"). Ms. Conlon was represented by attorney Samuel R. Brown ("Mr. Brown"), and the defendants were initially represented by Respondent.
3. Ms. Conlon had filed a claim with her home owner's insurance carrier, Virginia Farm Bureau Fire & Casualty Insurance Co. ("Virginia Farm Bureau"), for certain damages to her residence allegedly caused by the negligent provision of roof repairs by Custom Structures Building, Inc.<sup>1</sup>
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In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized by law to do so.

### RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

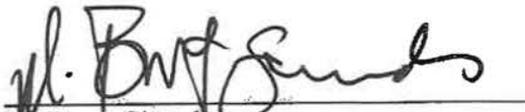
(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

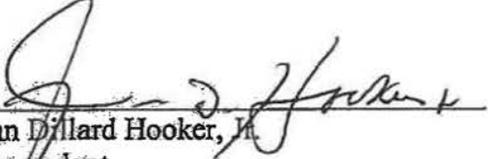
## III. PROPOSED DISPOSITION

Accordingly, Senior Assistant Bar Counsel and Respondent tender to a subcommittee of the Second District Committee, Section II for its approval the agreed disposition of a Public Reprimand without Terms.

If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

THE VIRGINIA STATE BAR

  
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M. Brent Saunders  
Senior Assistant Bar Counsel



John Dillard Hooker, Jr.  
Respondent