

VIRGINIA:

Before the Virginia State Bar Disciplinary Board

In the Matter of

Walter L. Hooker

VSB Docket No. 08-032-073613

Attorney at Law

On November 18, 2011, came Walter L. Hooker and presented to the Board an Affidavit Declaring Consent to Revocation of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when disciplinary charges are pending, he admits that the charges in the attached Affidavit Declaring Consent to Revocation document are true.

The Board having considered the said Affidavit Declaring Consent to Revocation, and Bar Counsel having no objection, the Board accepts his Consent to Revocation. Accordingly, it is ordered that the license to practice law in the courts of this Commonwealth heretofore issued to the said Walter L. Hooker be and the same hereby is revoked, and that the name of the said Walter L. Hooker be stricken from the Roll of Attorneys of this Commonwealth.

Entered this 18th day of November, 2011

For the Virginia State Bar Disciplinary Board

*By Barbara S. Lanier
Barbara Sayers Lanier, Clerk of the Disciplinary System*

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
WALTER L. HOOKER**

SEP 27 2011

VS B Docket No. 08-032-073613

AFFIDAVIT DECLARING CONSENT TO REVOCATION

Walter L. Hooker, after being duly sworn, states as follows:

1. That Walter L. Hooker was licensed to practice law in the Commonwealth of Virginia on 09/21/1972;

2. That Walter L. Hooker submits this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28.

3. That Walter L. Hooker's consent to revocation is freely and voluntarily rendered, that Walter L. Hooker is not being subjected to coercion or duress, and that Walter L. Hooker is fully aware of the implications of consenting to the revocation of his license to practice law in the Commonwealth of Virginia;

4. Walter L. Hooker is aware that there is currently pending a complaint, an investigation into, or a proceeding involving, allegations of misconduct, the docket number(s) for which is set forth above, and the specific nature of which is here set forth:

I. FINDINGS OF FACT

1. At all relevant times, Respondent Walter L. Hooker ("Respondent") was licensed to practice law in the Commonwealth of Virginia.
2. Respondent was the settlement agent, and, as such, conducted the settlement and disbursement of settlement proceeds in a residential real estate closing involving

Complainant Tammy W. Brown, seller, ("Complainant") and Phyllis M. Pearson, purchaser, of the real property located at 3125 Edgewood Avenue, Richmond, VA 23222 (the "Property").

3. The real estate closing of the Property occurred on January 25, 2007.
4. On the date of the closing, January 25, 2007, Complainant was contacted and advised that the closing would not occur until she executed an addendum to the purchase contract ("Addendum") which reflected a repair escrow not to exceed \$5,100.00. Respondent's paralegal, Meredith Stanley, prepared the Addendum at the direction of Mr. Shamar Holley. According to Respondent, Mr. Holley had worked with the parties to put the purchase contract together and allegedly advanced funds for repair of the property. Mr. Holley was affiliated with an entity known as Statewide Properties, and Ms. Stanley asserts that Mr. Holley was working with Respondent's office on this closing, and he had worked with Respondent's office in the past.
5. On the date of closing, January 25, 2007, Mr. Holley took the Addendum to Complainant for her signature. Complainant signed the Addendum, which provided for a repair escrow credit not to exceed \$5,100.00. Ms. Pearson also executed the Addendum providing for a repair escrow credit not to exceed \$5,100.00. Both Complainant and Ms. Pearson assert that the Addendum provided for the escrow credit in the amount of \$5,100.00 at the time they signed the Addendum.
6. Subsequent to their respective executions of the Addendum, the sum of \$5,100.00 was stricken, and the sum of \$51,000.00 was handwritten in its place.
7. Complainant was unaware that the Addendum was changed, and at no time did Complainant authorize the revision of a repair escrow from \$5,100.00 to \$51,000.00.
8. Respondent did not revise the HUD-1 to reflect a repair escrow in any amount. The HUD-1 Statement signed by Respondent as Settlement Agent and Ms. Pearson as purchaser provided that Complainant was to receive \$55,044.28 at closing.
9. Respondent did not present the final HUD-1 Statement to Complainant for her review or signature.
10. Complainant did not review or sign the final HUD-1 Statement.
11. Respondent's file, which he produced to the bar, did not contain a HUD-1 Statement signed by Complainant.
12. Respondent provided the HUD-1 Statement, reflecting that Complainant was to receive \$55,044.28 at closing, to the lender, Wells Fargo Bank.

13. There is no written communication, or any evidence of any communication, between Respondent or his office and the lender notifying the lender that Respondent would not disburse settlement funds as provided in the HUD-1 form signed by Respondent.
14. Likewise, there is no written documentation of any sort in Respondent's file regarding an alleged repair to the Property, nor is there any documentation to support any repair escrow.
15. By letter dated January 30, 2007, Respondent enclosed a check dated January 29, 2007, in the amount of \$4,044.28 to Complainant.
16. Respondent disbursed the other \$51,000 that, per the HUD-1 was to go to Complainant, to Statewide Properties (\$34,000) and Mrs. Pearson (\$17,000).
17. While Respondent asserts that there was no disagreement from Ms. Brown until October 2007, Complainant called Respondent's office immediately after receiving the disbursement check to inquire as to what had happened. No one could or did explain what had transpired to Complainant.
18. In February 2007, Complainant was forced to retain counsel, Albert Thweatt, Esq., to assist her in attempting to resolve the matter. Complainant met with Mr. Thweatt, who called Respondent's office to obtain a copy of the HUD-1 and the Addendum. Respondent's office did not respond to Mr. Thweatt's request for the documentation while Complainant was at Mr. Thweatt's office, but it did subsequently respond.
19. According to Respondent's paralegal, Meredith Stanley, Respondent asked Ms. Stanley to prepare an affidavit explaining what had transpired. Accordingly, Ms. Stanley prepared a statement dated February 22, 2007, which she signed, in which she stated that on January 25, 2007, Mr. Holley asked her to prepare the Addendum. Ms. Stanley's statement asserts that she incorrectly typed in the amount of \$5,100.00 as the escrow credit, instead of \$51,000.00. Mr. Holley then took the Addendum to Complainant for her signature, and Complainant signed the Addendum. Per Ms. Stanley's statement, upon his return to Respondent's office with the Addendum, Mr. Holley told Ms. Stanley that the Addendum incorrectly stated the escrow credit was \$5,100, not \$51,000. Ms. Stanley asserts she and Mr. Holley called Complainant and advised her that they were striking the sum of \$5,100.00 and replacing it with the sum of \$51,000.00.
20. Respondent asserts that "it was her (Meredith Stanley's) responsibility to make sure that the file closed properly." Per Respondent, Ms. Stanley prepared the necessary closing documents including the HUD-1.
21. Beginning in September 2007, Mr. Thweatt contacted Respondent to set up a meeting to determine what had happened and to resolve the matter. Respondent and Mr. Thweatt eventually met, at which time Respondent took the position that all parties agreed to the Addendum.

II. NATURE OF MISCONDUCT

Such conduct by Walter L. Hooker 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 1.15 Safekeeping Property

- (c) A lawyer shall:
 - (4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer which such person is entitled to receive.

RULE 5.3 Responsibilities Regarding Nonlawyer Assistants

With respect to a nonlawyer employed or retained by or associated with a lawyer:

- (a) a partner or a lawyer who individually or together with other lawyers possesses managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer;
- (b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and
- (c) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:
 - (1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or
 - (2) the lawyer is a partner or has managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows or should

have known of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action;

5. Walter L. Hooker acknowledges that the material facts upon which the allegations of misconduct are predicated are true, including all facts set forth above at paragraph 4; and

6. Walter L. Hooker submits this Affidavit and consents to the revocation of his license to practice law in the Commonwealth of Virginia because he knows that if the disciplinary proceedings based on the said alleged misconduct were brought or prosecuted to a conclusion, he could not successfully defend them.

Executed and dated on TO BE EFFECTIVE FEB 6th
~~Nov 18, 2011~~ Nov 18, 2011

(WJH)

[Handwritten Signature]
Walter L. Hooker
Respondent

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Hemico, to wit:

The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before me by Walter L. Hooker on Sept 19, 2011

[Handwritten Signature]
Notary Public

My Commission expires: 3/31/15

