



VIRGINIA:

**BEFORE THE SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
LEILA HELEN KILGORE**

VSB Docket No. 16-060-106173

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

On 26 April 2017 a meeting was held in this matter before a duly convened Sixth District Subcommittee consisting of Andrew J. Cornick, Chair, Bruce Collier Phillips, Member and Deborah L. Girvan, 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 Prescott L. Prince, Assistant Bar Counsel, and Leila Helen Kilgore, Respondent, and Michael L. Rigsby, Esquire, counsel for Respondent.

WHEREFORE, the Sixth District 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 to the conduct set forth herein, Leila H. Kilgore was an attorney licensed to practice law in the Commonwealth of Virginia.
2. Georgia A. Smith, the complainant herein, was injured in an automobile accident caused by the negligence of another driver in May 2011. In November 2011, Ms. Smith retained Respondent to represent her to recover personal injury damages suffered as the result of the mishap.

3. At the time that she retained Respondent, Ms. Smith was in medical treatment for injuries suffered in the mishap, and she remained in medical treatment for an extended period of time (well over a year).

4. Medical expenses for treatment related to the mishap totaled over \$39,000. In or around August 2013, Respondent reached a settlement with Nationwide (the other driver's insurance company) that provided for payment in the amount of \$75,000.

5. Ms. Smith received \$39,539.02; funds were withheld for reimbursement of Tricare (Ms. Smith's medical insurance provider) in accordance with federal statutes and direct payment was made to two medical care providers.

6. The Fee Agreement provided that Respondent was to receive 33% of the settlement proceeds (\$25,000). Respondent paid herself \$20,000 at the time that the settlement was reached and the distributions were made, but left \$5,000 of the funds earmarked as attorney fees in her trust account. It was her intention to complete payment to herself when all work in furtherance of the matter was concluded.

7. Ms. Smith's auto insurance provider (USAA) included medical payment ("med pay") coverage with a limit of \$25,000. Even after the settlement was reached with Nationwide, Ms. Smith continued to receive chiropractic treatment for injuries suffered in the automobile mishap.

8. During the period that she was negotiating with Nationwide, Respondent also filed claims with USAA, requesting that they pay medical expenses in furtherance of Ms. Smith's med pay coverage.

9. USAA did not make prompt and full payment of the claims filed by Respondent on behalf of Ms. Smith. Even though the limits of Ms. Smith's med pay coverage through

USAA was \$25,000 they paid out less than \$2,500 to Ms. Smith. In order to defray the mounting medical expenses, Respondent paid out all funds that remained in her trust account from the settlement, including the \$5,000 that had been earmarked for attorney fees.

10. Respondent informed Ms. Smith that she believed that USAA was improperly delaying and avoiding payment and that she would file suit against USAA.

11. In October 2014, Respondent informed Ms. Smith that the lawsuit was drafted and would be filed shortly.

12. Respondent did not file the lawsuit at that time. When Respondent finished drafting the lawsuit and prepared to file she discovered that due to the relevant statute of limitations, she was time barred from filing the lawsuit.

13. Respondent did not, at that time, inform Ms. Smith that she believed that she was time barred from filing suit against USAA, and she took no further action to try to protect Ms. Smith's interests in the matter.

14. As the result of the actions detailed herein, Ms. Smith filed a complaint with the Virginia State Bar, dated 31 May 2016. Respondent did not inform Ms. Smith that the statute of limitations had expired until she filed her response to Ms. Smith's bar complaint.

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

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 Leila Helen Kilgore 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.

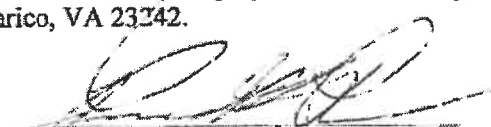
SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

By: 

Andrew Joseph Cornick
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on 8/14/2017, a true and complete copy of the Subcommittee Determination, (Public Reprimand Without Terms) was sent by certified mail to Leila Helen Kilgore, Respondent, at Leila Helen Kilgore, Esquire, Kilgore & Smith, 1287 Central Park Blvd., Fredericksburg, VA 22401, that being Respondent's last address of record with the Virginia State Bar, and by first class mail, postage prepaid to Michael L. Rigsby, counsel for Respondent, at Michael L. Rigsby, PC, P.O. Box 29328, Henrico, VA 23142.


Prescott L. Prince
Assistant Bar Counsel