

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
DANIELLE MADISON HOLT LEWIS**

VS B DOCKET NO. 19-031-115415

**AGREED DISPOSITION MEMORANDUM ORDER
NINETY-DAY SUSPENSION WITH TERMS**

On Monday, January 13, 2020 this matter was 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 Part Six, § IV, ¶ 13-6 H of the Rules of the Supreme Court of Virginia. The panel consisted of Thomas R. Scott, Jr, Acting Chair, Devika E. Davis, John D. Whittington, Lisa Wilson, and Nancy L. Bloom (Lay Member). The Virginia State Bar was represented by Renu M. Brennan, Bar Counsel. Danielle Madison Holt Lewis was present and was not represented by counsel. 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. Angela N. Sidener, Court Reporter, 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 ninety-day suspension 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 January 13, 2020.

It is further **ORDERED** that:

The Respondent must comply with the requirements of Part Six, § IV, ¶ 13-29 of the Rules of the Supreme Court of Virginia. The Respondent shall forthwith give notice by certified mail of the Revocation or Suspension of his or her license to practice law in the Commonwealth of Virginia, to all clients for whom he or she is currently handling matters and to all opposing attorneys and presiding Judges in pending litigation. The Respondent shall also make appropriate arrangements for the disposition of matters then in his or her care in conformity with the wishes of his or her clients. The Respondent shall give such notice within 14 days of the effective date of the Revocation or Suspension, and make such arrangements as are required herein within 45 days of the effective date of the Revocation or Suspension. The Respondent shall also furnish proof to the Bar within 60 days of the effective day of the Revocation or Suspension that such notices have been timely given and such arrangements made for the disposition of matters.

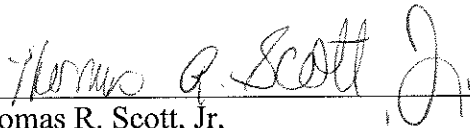
It is further **ORDERED** that if the Respondent is not handling any client matters on the effective date of the Revocation or Suspension, he or she shall submit an affidavit to that effect within 60 days of the effective date of the Revocation or Suspension to the Clerk of the Disciplinary System at the Virginia State Bar. All issues concerning the adequacy of the notice and arrangements required by Paragraph 13-29 shall be determined by the Virginia State Bar Disciplinary Board, which may impose a sanction of Revocation or additional Suspension for failure to comply with the requirements of this subparagraph.

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 her last address of record with the Virginia State

Bar at 1105 Ironington Road, Richmond VA 23227, and a copy hand-delivered to Renu M. Brennan, Bar Counsel, Virginia State Bar, Suite 700, 1111 E. Main Street, Richmond, VA 23219.

Enter this Order this 13th day of January, 2020
VIRGINIA STATE BAR DISCIPLINARY BOARD



Thomas R. Scott, Jr,
Acting Chair

VIRGINIA:

BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
DANIELLE MADISON HOLT LEWIS

VS B Docket No. 19-031-115415

AGREED DISPOSITION
NINETY-DAY SUSPENSION 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 Renu M. Brennan, Bar Counsel, and Danielle Madison Holt Lewis, Respondent, *pro se*, hereby enter into the following agreed disposition arising out of the referenced matter.

I. ALLEGATIONS OF FACT

1. On October 30, 2015, Respondent Danielle Madison Holt Lewis ("Respondent") was licensed to practice law in the Commonwealth of Virginia. At all times relevant, Respondent's license was in good standing.
2. On April 30, 2015, prior to passing the bar, Respondent was employed as a paralegal at Thomas H. Roberts & Associates, P.C. (the "Roberts firm"). From November 5, 2015 to April 8, 2019, Respondent was employed as an associate at the Roberts firm. Respondent's practice primarily included criminal, domestic, and personal injury matters.
3. Roberts terminated Respondent's employment on April 8, 2019. Roberts subsequently discovered that during her employment at the Roberts firm, Respondent had represented several clients on the side and diverted client monies from his firm. Respondent did not disclose the clients, services performed, or fees paid to Roberts or anyone at the Roberts firm. Respondent never ran conflict checks on any of the clients she represented on the side. Roberts reported the matter to the bar.
4. Respondent admitted that she accepted \$3,900 from clients of the Roberts firm which she did not disclose to Roberts and which she did not deposit in a trust account. Roberts asserts Respondent received \$6,617.
5. Respondent admitted that she has never had a trust account. She admitted that although she received advance legal fees from clients she represented on the side, she did not deposit any funds received from those clients in trust.

6. Respondent provided clients she represented on the side with receipts for payment; however, she did not keep client ledgers.
7. Respondent used firm letterhead for communications with the clients she maintains were her clients.
8. During the period Respondent was representing clients on the side, she misrepresented on a legal malpractice insurance application that she did not perform any professional legal services for any entity other than the applicant firm (Roberts firm).
9. On more than one occasion before and after filing the bar complaint, Roberts asked Respondent for a complete list of clients that she represented while employed by the Roberts firm. Respondent did not provide Roberts with a complete list. Roberts continued to learn about additional undisclosed clients after Respondent purportedly provided full lists.

As follows are some of the clients Respondent represented without Roberts' knowledge:

Client AA

10. In October 2018, Client AA, who had previously retained the Roberts firm to provide legal representation in an estate matter, contacted an associate at the Roberts firm for legal representation in a divorce. The associate referred Client AA to Respondent as the associate in the firm who handled domestic matters.
11. Respondent advised Client AA that the fee would be approximately \$3,000 and stated that Client AA would incur a 3.5% charge if she paid online. Client AA sought to avoid the 3.5% charge. Respondent offered to pick up a cash payment at Client AA's home and discuss Client AA's case.
12. On November 20, 2018, Respondent met with Client AA at Client AA's home. Client AA paid Respondent \$1,500 in cash. Client AA believed that she was hiring the Roberts firm and that the \$1,500 would be applied towards legal fees to be incurred in handling her divorce. Contrary to Client AA's understanding, Respondent provided Client AA with a receipt stating "Retainer Paid in full."
13. Respondent used the law firm letterhead and email in communicating with opposing counsel in Client AA's case. Respondent's representation of Client AA was intentionally maintained outside of the purview of the Roberts firm, as evidenced by the following:
 - a. Respondent never reported the representation to the firm and did not identify Client AA as a client in the Roberts firm's software, as provided by Roberts firm's policy.
 - b. Respondent never reported the fee to the Roberts firm.

- c. Respondent did not deposit the \$1,500 in the Roberts firm's trust account or in any other trust account.
 - d. Respondent did not log in the cash received from Client AA into the Roberts firm's cash receipts journal.
 - e. Respondent did not identify Client AA as a client in the Roberts firm's software.
14. From December 2018 through April 2019, Client AA had difficulty communicating with Respondent and getting Respondent to communicate with opposing counsel regarding a draft Property Settlement Agreement.
 15. On April 12, 2019, frustrated by Respondent's failure to advance her case, Client AA sought to contact Roberts and discovered that Respondent was no longer employed by the firm.
 16. Client AA subsequently contacted Roberts and met with him on April 16, 2019.
 17. At all times Client AA believed that she had hired the Roberts firm, and not Respondent individually.
 18. Respondent did not return any portion of the \$1,500 to Client AA or the Roberts firm.

Client DH

19. In December 2018, after finding the Roberts firm on the internet, Client DH contacted the Roberts firm for legal representation in matters related to legal title of his car.
20. In December 2018, Client DH met with Respondent at the Roberts firm. Respondent told Client DH the legal fee for representation would be a flat fee of \$1,500.
21. After the meeting, Respondent told Client DH that he needed to send a demand letter regarding his car for which she would charge a flat fee of \$600. Respondent stated that if Client DH needed to file suit her fee would be \$800. Respondent required \$400 before she would file suit and \$400 at the time she filed suit.
22. Client DH was subsequently incarcerated. In January 2019, Client DH's mother paid Roberts \$600 cash. Respondent prepared the demand letter.
23. On March 19, 2019, Client DH's mother met Respondent in a Big Lots parking lot and paid Respondent an additional \$400 in cash in order to file a warrant in debt. Respondent provided Client DH's mother with a receipt.
24. Respondent did not deposit the \$400 in the Roberts firm's trust account or any trust account.

25. Respondent did not prepare the warrant in debt at or around the time she accepted the fee.
26. Respondent did not advise the Roberts firm of receipt of the funds.

Client MG

27. In 2018, Respondent drafted a will and power of attorney for Client MG's father. Respondent drafted the will and deposited the fees paid in the Roberts firm trust account.
28. Client MG subsequently contacted Respondent for additional representations, including a criminal appeal for trespassing charges and to prepare a cease and desist letter.
29. Respondent handled these matters while at the Roberts firm, but she did not advise Roberts of the representations or deposit the advance fees in the Roberts firm's trust account or any trust account.

Client KO

30. In October 2018, Client KO retained Respondent to represent her on a marijuana possession charge. Client KO met Respondent in a Starbucks. Client KO was unaware that Respondent worked for the Roberts firm. The two entered into a representation agreement.
31. Client KO gave Respondent a \$600 check dated October 19, 2018 and made payable to Respondent. Respondent did not deposit the \$600 in the Roberts firm's trust account or any trust account.
32. Respondent represented Client KO at a January 3, 2019 hearing in Henrico General District Court.
33. On January 19, 2019, Client KO pled nolo contendere to a first offender charge. The Court deferred ruling until July 12, 2019.
34. After Roberts terminated Respondent's employment, he eventually learned of Client KO and advised her that she could choose whether to have the firm or Respondent represent her at the July 12 hearing. Client KO opted to have Roberts represent her. The charge was dismissed consistent with the "first offender" treatment Respondent had negotiated for Client KO.

II. NATURE OF MISCONDUCT

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

RULE 1.15 Safekeeping Property

(a) Depositing Funds.

- (1) All funds received or held by a lawyer or law firm on behalf of a client or a third party, or held by a lawyer as a fiduciary, other than reimbursement of advances for costs and expenses shall be deposited in one or more identifiable trust accounts; all other property held on behalf of a client should be placed in a safe deposit box or other place of safekeeping as soon as practicable.
- (2) For lawyers or law firms located in Virginia, a lawyer trust account shall be maintained only at a financial institution approved by the Virginia State Bar, unless otherwise expressly directed in writing by the client for whom the funds are being held.

(b) Specific Duties. A lawyer shall:

- (3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

- (1) Cash receipts and disbursements journals for each trust account, including entries for receipts, disbursements, and transfers, and also including, at a minimum: an identification of the client matter; the date of the transaction; the name of the payor or payee; and the manner in which trust funds were received, disbursed, or transferred from an account.

- (2) A subsidiary ledger containing a separate entry for each client, other person, or entity from whom money has been received in trust.

The ledger should clearly identify:

- (i) the client or matter, including the date of the transaction and the payor or payee and the means or methods by which trust funds were received, disbursed or transferred; and

- (ii) any unexpended balance.

(3) In the case of funds or property held by a lawyer as a fiduciary, the required books and records shall include an annual summary of all receipts and disbursements and changes in assets comparable in detail to an accounting that would be required of a court supervised fiduciary in the same or similar capacity; including all source documents sufficient to substantiate the annual summary.

(4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

III. PROPOSED DISPOSITION

Accordingly, Bar Counsel and the Respondent tender to the Disciplinary Board for its approval the agreed disposition of a Ninety-Day Suspension with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. The terms with which the Respondent must comply are as follows:

1. Respondent shall obtain six (6) live hours of Continuing Legal Education credits by attending courses approved by the Virginia State Bar in the subject matter of legal ethics. Such credits shall not be applied toward Respondent's Mandatory Continuing Legal Education Requirement in Virginia or in any other jurisdiction in which Respondent is licensed to practice law. Respondent shall certify her compliance with the terms set forth in this paragraph by delivering a fully and properly executed Virginia MCLE Board Certification of Attendance Form to Bar Counsel Renu M. Brennan, or her designee, promptly following Respondent's attendance of each such CLE program no later than twelve (12) months following entry of the Memorandum Order approving the agreed disposition.
2. Respondent is placed on probation for a period of two (2) years commencing upon the date of entry of the Memorandum Order approving the 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

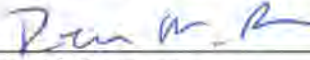
made by a District Subcommittee, District Committee, the Disciplinary Board, a Three-Judge Panel or the Supreme Court of Virginia shall conclusively be deemed to be a violation of this Term.

3. If Respondent resumes practicing in her own firm, then within 100 days of entry of the Memorandum Order approving the agreed disposition and before resuming the practice of law, Respondent shall establish and maintain an identifiable trust account as required by Rule 1.15 and shall certify compliance in writing to Bar Counsel no later than 90 days of entry of the Memorandum Order approving the agreed disposition.
4. The Respondent shall read in its entirety *Lawyers and Other People's Money* and Legal Ethics Opinion 1606 and shall certify compliance in writing to Bar Counsel not later than ten (10) days following the date of entry of the Memorandum Order approving the agreed disposition.
5. For a period of three (3) years following entry of this Order, the Respondent hereby authorizes a Virginia State Bar Investigator to conduct unannounced personal inspections of her trust account books, records, and bank records to ensure her compliance with all of the provisions of Rule 1.15 of the Rules of Professional Conduct and shall fully cooperate with the Virginia State Bar investigator.


Upon satisfactory proof that all such terms and conditions have been met, this matter shall be closed. If, however, any of the terms and conditions are not met by the deadlines imposed above, the Respondent agrees that the Disciplinary Board shall impose a three-year suspension pursuant to Rules of Court, Part Six, Section IV, Paragraph 13-18.O.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9.E of the Rules.

THE VIRGINIA STATE BAR

By: 

Renu M. Brennan,
Bar Counsel



Danielle Madison Holt Lewis,
Respondent