

VIRGINIA:

Before the Virginia State Bar Disciplinary Board

In the Matter of

George Ernest Marzloff
Attorney at Law

VSB Docket Nos. 19-060-115588 and 19-060-115639

CONSENT TO REVOCATION ORDER

On August 14, 2019, came George Ernest Marzloff and presented to the Board an Affidavit Declaring Consent to Revocation (hereinafter “Affidavit”) of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when allegations of Misconduct are pending, the nature of which are specifically set forth in the attached Affidavit, Respondent acknowledges that that the material facts upon which the allegations of Misconduct are pending are true.

The Board having considered the Affidavit, and Bar Counsel having no objection, the Board accepts his Consent to Revocation.

Upon consideration whereof, it is therefore ordered that George Ernest Marzloff’s license to practice law in the courts of this Commonwealth be and the same hereby is revoked, and that the name of George Ernest Marzloff be stricken from the Roll of Attorneys of this Commonwealth.

Entered this 14th day of August, 2019

Virginia State Bar Disciplinary Board

By Yvonne S. Gibney
Yvonne S. Gibney
Second Vice Chair

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VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
GEORGE ERNEST MARZLOFF**

**VS B Docket Nos. 19-060-115588
19-060-115639**

AFFIDAVIT DECLARING CONSENT TO REVOCATION

George Ernest Marzloff, after being duly sworn, states as follows:

1. That I was licensed to practice law in the Commonwealth of Virginia on 22 September 1978;
2. That he submits this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28;
3. That my consent to revocation is freely and voluntarily rendered, that I am not being subjected to coercion or duress, and that I am fully aware of the implications of consenting to the revocation of my license to practice law in the Commonwealth of Virginia;
4. That he is aware that he is the subject of two pending disciplinary investigations involving allegations of misconduct, the nature of which is set forth below:

VS B Docket No. 19-060-115588

The complainant, Lawson S. Adkins, Jr. ("Adkins"), retained Respondent on 30 October 2017 to represent Adkins in a personal injury matter. On 21 May 2018, Adkins signed a Release of Injury Claim that provided for a gross settlement recovery for \$5,583.00 and hand delivered said Release of Injury Claim to Respondent on 22 May 2018. Thereafter, Adkins sent emails to Respondent on an approximately weekly basis inquiring when the funds would be released. Respondent generally ignored these requests for information.

Adkins continued to inquire as to the status of the case, generally without response from Respondent, until 18 December 2018 when Respondent sent Adkins a Final Disbursement

Accounting providing for Adkins to receive a net amount of \$3,312.00. Adkins signed and returned the Final Disbursement Accounting to Respondent on 19 December 2018.

Respondent's license to practice law in the Commonwealth of Virginia was suspended for a period of three years for unrelated misconduct on 7 December 2018. Respondent informed Adkins that he would transfer his case to another attorney, and on 28 December 2018, the case was transferred to Jason Pelt, Esquire, with the promise that a check would be mailed out shortly.

Mr. Pelt made multiple attempts to contact Respondent and have him deliver the funds to him, but received minimal response from Respondent. Respondent subsequently contended that he was having email problems, but attempted to respond to the emails from Mr. Pelt. When Respondent did communicate with Adkins or Mr. Pelt, he provided a variety of reasons as to why the check has never been sent. As of the date of this Affidavit, Respondent has not paid the \$3,312.00 to Adkins.

VS B Docket No. 19-060-115639

Complainant, Diana Via ("Via"), retained Respondent in approximately 2013 to represent her in a personal injury case. The matter was reportedly not settled until March 2016 and Via did not receive her portion of the settlement until June 2016. Via reported that during the course of the representation, she received minimal communication from Respondent. Respondent informed Via that the reason that it took so long for him to pay Via her portion of the settlement was because Via's health insurance company (CareFirst Blue Cross Blue Shield, which is now being represented by Conduent) had to be subrogated for the bill they had paid in the amount of \$4,387.73. When she received her settlement, Respondent assured Via that he would make payment to Conduent.

In April 2019, Via was contacted by Conduent and informed that the required payment had never been received. Via contacted Respondent and Respondent asserted that he had attempted to send the checks to Conduent, but they came back returned or were never cashed.

Respondent never notified Via that his law license had been suspended, effective 7 December 2018 for a period of three years for misconduct unrelated to the instant matter. Respondent contends that he had negotiated with Conduent and that the final amount of the lien is \$2,475.71, but he acknowledges that, as of the date of this Affidavit, he has still not made payment to Conduent.

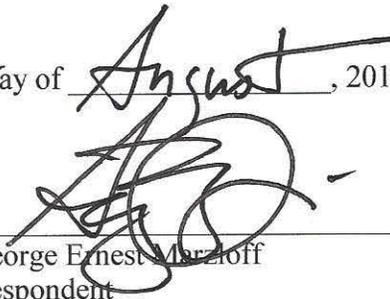
5. That he acknowledges that the material facts upon which the allegations of misconduct are predicated are true; and

6. That he 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.

AND FURTHER AFFIANT SAITH NOT

Executed and dated this 14th day of August, 2019.



George Ernest Marzloff
Respondent

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

The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before me by George Ernest Marzloff on this 14th day of August, 2019.



Notary Public

My Commission expires: 4/30/21.

