

VIRGINIA:

*Before the Virginia State Bar Disciplinary Board*

*In the Matter of*

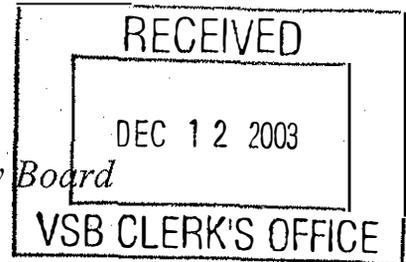
*Beverly McLean Murray*

*Attorney at Law*

*On December 4, 2003, came Beverly McLean Murray and presented to the Board an Affidavit Consenting to Revocation of her license to practice law in the courts of this Commonwealth. By tendering her resignation at a time when disciplinary charges are pending, she admits that the charges in the attached Affidavit Consenting to Revocation are true.*

*On December 11, 2003, the matter of setting an effective date for Revocation came before the Virginia State Bar Disciplinary Board for hearing by conference call. The hearing was held before a duly convened panel of the Virginia State Bar Disciplinary Board consisting of Karen A. Gould, First Vice Chair, presiding, and Eric N. Davidson, Lay Member, Gordon P. Peyton, Jr., Joseph R. Lassiter, Jr., and Carl A. Eason. The panel was presented with briefs from both Beverly McLean Murray and Barbara Ann Williams, Bar Counsel regarding when the revocation should be effective. Ms. Murray requested that the revocation not be effective until March 1, 2004, while the Virginia State Bar argued that it should be effective immediately. Neither Ms. Murray nor Ms. Williams wished to make oral argument to the panel on this issue. After deliberation, the panel decided an immediate effective date was appropriate.*

*The Board having considered the said Affidavit Consenting to Revocation accepts Ms. Murray's resignation. Accordingly, it is ordered that the license to practice law in the courts of*

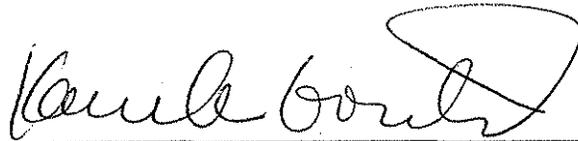


*Commonwealth heretofore issued to the said Beverly McLean Murray be and the same hereby is revoked, and that the name of the said Beverly McLean Murray be stricken from the Roll of Attorneys of this Commonwealth.*

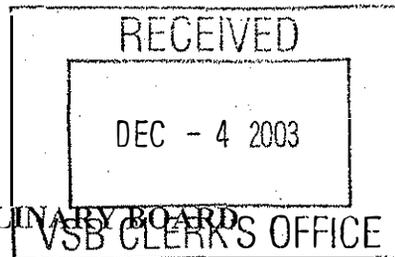
*It is ORDERED that the Clerk of the Disciplinary System send an attested and true copy of this Order to the Respondent, Beverly McLean Murray, 2006 Wakefield Street, P.O. Box 1938, Petersburg, Virginia 23805; and to Barbara Ann Williams, Bar Counsel, Virginia State Bar, 707 E. Main Street, Suite 1500, Richmond, Virginia 23219.*

*Enter this Order this 11th day of December, 2003.*

*Virginia State Bar Disciplinary Board*

A handwritten signature in cursive script, appearing to read "Karen A. Gould", written over a horizontal line.

*Karen A. Gould, First Vice Chair*



VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTERS  
OF  
BEVERLY McLEAN MURRAY

VSB Docket Nos. 03-031-2045, 03-031-  
2213, 03-031-2289, 03-031-2939, 03-031-  
3125 and 03-031-3475

Affidavit Consenting to Revocation

Beverly McLean Murray, who was admitted to the practice of law in the Commonwealth of Virginia on September 30, 1991, tenders this Affidavit Consenting to Revocation and, after being duly sworn, in support thereof deposes and states as follows:

**I. VSB Docket No. 03-031-2045**

1. In 2001, she was appointed to represent the complainant on drug charges.
2. He entered into a plea agreement and was sentenced to serve 120 years and 12 months with 114 years and 13 months suspended.
3. Although the complainant was a first offender when he was sentenced in January 2002, he was not eligible for evaluation by the Detention and Diversion Center because murder charges were pending against him.
4. The Petersburg Circuit Court appointed her to represent the complainant on murder charges.
5. He entered into a plea agreement reducing the murder charges to a misdemeanor charge of accessory after the fact to murder and was sentenced to serve 12 months for being an accessory after the fact to murder.
6. After the second plea agreement was entered, the complainant requested her to move to reduce his sentence on the drug charges on the ground that the disposition of the murder charges made him eligible for evaluation by the Detention and Diversion.
7. She told him that she had filed a sentence reduction motion but never did.
8. When he subsequently inquired about the status of the motion, she advised

him that she had not heard anything from the court.

9. On or about December 4, 2002, the complainant filed a bar complaint against her, alleging that he did not believe she had filed a sentence reduction motion on his behalf.
10. She did not respond to the bar's efforts to deal with the complaint proactively, failed to submit a written response to the bar complaint and ignored her client's continuing inquiries about the sentence reduction motion.
11. The Petersburg Circuit Court has no record of her filing a motion for sentence reduction or modification on the complainant's behalf.
12. She admits that her conduct violated Virginia Rules of Professional Conduct 1.3(a), 1.4(a) and 8.4(c); these rules are set out verbatim in the Charges of Misconduct in the Amended Certification.

## II. VSB Docket No. 03-031-2213

1. On February 16, 2000, the complainant engaged her to represent her in a separation, divorce, custody and support matter.
2. The complainant made payments to her totaling \$2,410 between February 2000 and July 2002, which she deposited in her law firm operating account.
3. She never furnished the complainant an itemized statement of the legal services she purportedly rendered.
4. She failed to maintain an appropriate cash receipts journal, cash disbursements journal, a subsidiary ledger and associated supporting records for the representation.
5. More than three years after she accepted the engagement, she still had not finalized the complainant's divorce.
6. In addition to failing to pursue the divorce in a diligent manner, she repeatedly failed to respond to her client's inquiries about the status of the divorce proceeding and related issues.
7. The complainant filed a bar complaint against her on or about January 21, 2003.
8. She failed to submit a written response to the bar complaint and ignored the complainant's continuing inquiries about the status of the divorce

proceeding and related issues, including the fees the complainant allegedly owes her.

9. She was served with notice of a custody hearing held on April 7, 2003, but failed to notify the complainant of the hearing and failed to appear at the hearing on the complainant's behalf.
10. At the hearing, the court awarded the complainant's husband custody of their three daughters.
11. She admits that her conduct violated Virginia Rules of Professional Conduct 1.3(a), 1.4(a) and (c), and 1.15(a), (c)(3) and (e); these rules are set out verbatim in the Charges of Misconduct in the Amended Certification.

**III. VSB Docket No. 03-031-2289**

1. On or about February 22, 2002, the complainant engaged her to represent him on an employment discrimination matter.
2. The complainant paid her a consultation fee of \$75, a "fixed fee" of \$3,500 plus filing fees and other expenses.
3. She filed suit on the complainant's behalf in the United States District Court for the Eastern District of Virginia, Richmond Division, on March 21, 2002.
4. On September 8, 2002, when the complainant was scheduled to be deposed, she informed defense counsel that she would be late for the complainant's deposition but that defense counsel could begin questioning the complainant before she arrived.
5. She failed to file timely objections to the interrogatories and request for production the defendant served upon her as complainant's counsel and failed to submit timely responses to the discovery requests.
6. The court granted the defendant's motion to compel and ordered complete responses to be filed by September 16, 2002.
7. She began faxing defense counsel the discovery responses at 9:57 p.m. on September 16, 2002.
8. On October 29, 2002, the defendant served numerous requests for admission upon her.
9. She failed to respond to the requests for admission.

10. The court granted the defendant's summary judgment motion, based in part on the complainant's failure to respond to the requests for admission, and awarded the defendant \$20,000 in attorneys' fees plus costs of \$2,645.97.
11. She did not advise the complainant that his lawsuit had been dismissed or that the court had awarded the defendant attorneys' fees and costs.
12. She never furnished the complainant an itemized statement of the legal services she purportedly rendered him.
13. She did not maintain an appropriate cash receipts journal, cash disbursements journal, subsidiary ledger or supporting records for her representation of the Complainant.
14. The complainant filed a bar complaint against her on January 27, 2003.
15. She did not submit a written response to the bar complaint.
16. She admits that her conduct violated Virginia Rules of Professional Conduct 1.3(a), 1.4(a) and (c), 1.15(a), (c)(3) and (e); these rules are set out verbatim in the Charges of Misconduct in the Amended Certification.

**IV. VSB Docket No. 03-031-2939**

1. On July 31, 2002, the complainant paid her a consultation fee of \$75 to discuss how to enforce a separation agreement.
2. Pursuant to her advice, the complainant sent opposing counsel a letter dated July 31, 2002, suggesting how the complainant's husband's purported breach of the separation agreement could be remedied.
3. Opposing counsel did not respond to the complainant's letter, so on September 11, 2002, the complainant engaged her to represent her in connection with "letter & separation negotiations" and paid her \$350.
4. She told the complainant that she would write opposing counsel another letter and, if opposing counsel did not respond to that letter, file a civil action to enforce the separation agreement.
5. She sent opposing counsel a letter dated September 27, 2002, alleging that the complainant's husband had breached the separation agreement and suggesting how the breach could be remedied.
6. The complainant called her almost daily after September 27, 2002, to find

out what response, if any, she had received to the letter.

7. She did not return the complainant's calls.
8. On November 18, 2002, the complainant met with the affiant, who indicated she would write opposing counsel another letter and file a civil action against the complainant's husband if there were no response.
9. She sent opposing counsel a second letter dated November 20, 2002, regarding enforcement of the property settlement.
10. Again, the complainant called her almost daily to find out what the response, if any, was.
11. She did not return the complainant's calls until shortly before Christmas.
12. She advised the complainant that she had been waiting to hear from the complainant as to whether she wished to file a civil suit to enforce the property agreement.
13. The complainant directed her to file suit.
14. She did not file suit and failed to return the complainant's telephone calls.
15. The complainant filed a bar complaint against her on February 12, 2003, and retained another attorney who sued for divorce and incorporated the separation agreement into the divorce decree, which was entered on May 2, 2003.
16. The complainant contends that she does not know what services the affiant provided to earn the fees she charged.
17. The affiant did not respond to the bar's efforts to deal with the bar complaint proactively and failed to submit a written response to the complaint.
18. She did not withdraw the \$350 complaint paid her on September 11, 2002, until December 27, 2002.
19. She admits that her conduct violated Virginia Rules of Professional Conduct 1.3(a), 1.4(a) and 1.15(a)(2) and (c)(3); these rules are set out verbatim in the Charges of Misconduct of the Amended Certification.

V. YSB Docket No. 03-031-3125

1. On December 5, 2001, the complainant paid her a consultation fee of \$75

to confer with her about an upcoming spousal support hearing in the Dinwiddie Juvenile and Domestic Relations District Court.

2. On December 10, 2001, the complainant engaged her to represent the complainant in connection with the spousal support hearing and on that date paid her a "fixed fee" of \$700 for four hours of attorney time, with additional attorney time to be billed at an hourly rate of \$175.
3. On January 11, 2002, the complainant engaged her to represent the complainant on an appeal from the Dinwiddie Juvenile and Domestic Relations District Court's order and agreed to pay her \$1400 for eight hours of attorney time, with additional attorney time to be billed at an hourly rate of \$175.
4. She agreed that the complainant, who is disabled, could make installment payments of \$100 every two weeks.
5. Following the appeal, the complainant asked her to contact opposing counsel in order to negotiate a settlement agreement and begin divorce proceedings.
6. Although the complainant believed she had retained the affiant to represent the complainant in the anticipated divorce proceedings, the engagement agreement the complainant signed on March 21, 2002, states that she would represent the complainant in connection with a separation agreement.
7. The engagement agreement provides for a fee of \$700 for four hours of attorney time, with additional attorney time to be billed at an hourly rate of \$175.
8. On November 19, 2002, the complainant gave her a Bill of Complaint and Notice of Depositions that had been served upon the complainant.
9. In December 2002, she did not return repeated telephone calls from the complainant inquiring about the status of the divorce proceeding and canceled an appointment to meet with the Complainant.
10. In January 2003, after the complainant received a notice that opposing counsel would move for entry of a final decree on January 21, 2003, the complainant tried but again was unable to reach her by telephone.
11. The final decree was entered on January 21, 2003; no counsel appeared on the complainant's behalf.
12. The complainant received a letter from the affiant dated January 24, 2004

[sic], alleging that as of September 18, 2002, the complainant owed her a balance of \$1000 on the spousal support appeal case, having made payments totaling \$425.

13. Although the complainant did not make all the fee payments in a timely manner, she paid the affiant a total of \$775 for the spousal support hearing; \$1348 for the appeal; and \$725 for the separation agreement.
14. She deposited all the payments the complainant made in her law firm operating account.
15. She never billed the complainant for additional attorney time or furnished the complainant an itemized statement of the legal services that she allegedly provided.
16. She did not maintain a cash receipts journal, cash disbursements journal, subsidiary ledger or supporting records for her representation of the complainant.
17. She made payments for non-client related matters, including office rent and overhead, from her attorney trust account.
18. She never drafted a separation agreement for the complainant.
19. On or about April 9, 2003, the complainant made a bar complaint against her.
20. She did not submit a written response to the bar complaint.
21. She admits that her conduct violated Virginia Rules of Professional Conduct 1.3(a), 1.4(a), 1.5(a) and (b), 1.15(a), (c)(3), (e) and (f)(4)(5) and (6); these rules are set out verbatim in the Charges of Misconduct in the Amended Certification.

**VI. VSB Docket No. 03-031-3475**

1. On July 6, 1999, the complainant engaged her to represent him, on a contingent fee basis, in a civil action against the City of Colonial Heights involving property the complainant owned.
2. She filed suit in the Colonial Heights Circuit Court on September 23, 1999.
3. Although the complainant subsequently inquired about the lawsuit's status, she never responded to his inquiries.

4. In January 2000, the complainant wrote her, requesting that she represent him in another matter against the city.
5. She did not respond to the complainant's letter.
6. The complainant made an appointment to meet with her later in mid-January 2000.
7. When they met, she advised the complainant that her fee for handling the new action would be approximately \$500.
8. The complainant subsequently called her on many occasions to check on the status of his cases, but she did not return his calls.
9. The complainant made appointments to meet with her on January 27, 2000, and February 3, 2000, but she canceled both appointments.
10. The complainant wrote her on February 28, 2000, inquiring about the status of his cases and again on March 24, 2000, but received no response.
11. On April 10, 2000, the complainant was scheduled to meet with her but she was unavailable.
12. The appointment was rescheduled for April 18, 2000, but she canceled it.
13. On April 20, 2000, she wrote the complainant, indicating that she had filed the first case, that she would have to charge \$150 an hour to handle the second matter and that she was willing to provide his entire file on the first matter so he could retain other counsel.
14. In a certified letter dated April 26, 2000, the complainant indicated that he wanted her to continue to represent him; she never picked up the letter from the post office.
15. The complainant met with her on May 11, 2000, and requested a copy of his file.
16. By letter dated May 26, 2000, the complainant again requested her to give him a copy of his file.
17. By letter dated September 18, 2000, the complainant requested a status report; she did not respond to his inquiry.
18. She failed to keep an appointment to confer with the complainant by telephone on October 9, 2000.

19. In February 2001, she advised the complainant that the city had offered \$1,000 to settle his case; by letter dated February 21, 2001, the complainant instructed her to refuse the offer.
20. On May 11, 2001, the complainant wrote her, requesting a status update and to see his file.
21. The complainant met with her on May 17, 2001, at which time she presented him with a new engagement agreement, which he signed.
22. The new engagement agreement states that she will charge \$175 an hour for representing the complainant in the first action against the city, with her fees to be billed monthly.
23. The complainant gave her a check for \$2,500 on May 17, 2001, to move the case along.
24. She cashed the check but did not deposit the funds in her trust account.
25. The complainant wrote her on July 13, 2001, complaining that he had not heard from her and, by letter dated August 15, 2001, requested her to provide him monthly statements of his escrow account and to keep him advised what she was doing; she did not respond to the Complainant's letters.
26. On or about August 8, 2001, the complainant filed a bar complaint against her.
27. In response to a proactive letter from Intake Counsel, she advised the complainant in a letter dated October 11, 2001, that she would set the case for trial at the next docket call; Intake Counsel subsequently dismissed the bar complaint.
28. The complainant wrote her on January 15, 2002, complaining that nothing was happening with his case and questioning how she was going to bill him for her services.
29. A trial was held on April 11, 2002, and the jury awarded the complainant \$700 in damages.
30. By letter dated April 25, 2002, she advised the complainant that her total fees amounted to \$3,937.50 and that he owed her a balance of \$1,437.50.
31. By letter dated March 4, 2003, she requested the complainant to sign over a \$700 check for the damages the jury awarded the complainant to her.

32. On or about May 23, 2003, the complainant filed another bar complaint against her, alleging that she was holding the \$700 the jury had awarded him and had never itemized her fees as he had requested.
33. She failed to maintain a subsidiary ledger and associated supporting records for the representation.
34. She never billed the complainant for additional attorney time and has never provided an itemized statement of the legal services she allegedly rendered.
35. She failed to submit a written response to the bar complaint.
36. She admits that her conduct violated Virginia Rules of Professional Conduct 1.3(a), 1.4(a), 1.5(b) and 1.15(a), (b), (c)(3) and (e); these rules are set out verbatim in the Charges of Misconduct in the Amended Certification.

She further states that rather than proceed to hearing on her violations of the Virginia Rules of Professional Conduct, she wishes to consent to the Revocation of her license to practice law in the Commonwealth of Virginia pursuant to Part 6, Section IV, Paragraph 13.L. of the Rules of Court.

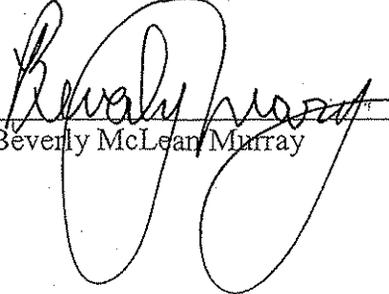
That she is freely and voluntarily rendering her consent to the Revocation of her license to practice law in the Commonwealth of Virginia, without being subjected to any coercion or duress, and that she understands the implications of consenting to the Revocation of her license to practice law in the Commonwealth of Virginia; and

That she is surrendering her license to practice law in the Commonwealth of Virginia because if the bar prosecuted the six above-captioned matters, she could not prevail on the rule violations she has admitted.

Therefore, she consents to the revocation of her license to practice law in the Commonwealth of Virginia and agrees that the Disciplinary Board shall set the effective date of the revocation, and that she will abide by that date and not accept

any new clients during any intervening period, or take on any new matters for existing clients between the date she executes this Affidavit and the effective date of the revocation of her license to practice law in the Commonwealth of Virginia.

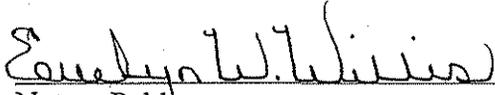
Sworn to, executed and dated this 4<sup>th</sup> day of December, 2003.

  
Beverly McLean Murray

**COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND**

I, Evelyn W. Willis, a Notary Public in the state aforesaid, do hereby certify that Beverly McLean Murray appeared in person before me in the City of Richmond, Virginia, on this 4<sup>th</sup> day of December, 2003, and was by me duly sworn and thereupon executed in my presence and acknowledged to me the truth of the contents of the foregoing Affidavit and that she voluntarily executed it.

Given under my hand this 4<sup>th</sup> day of December, 2003.

  
Notary Public

My Commission expires: Jan. 31, 2004