

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF

KATHRYN SUZANNE PENNINGTON
ATTORNEY AT LAW

VSB DOCKET NOS. 18-021-110430
18-021-110932
18-021-112103
19-021-113686
19-021-114516
19-021-114656

CONSENT TO REVOCATION ORDER

On May 11, 2020, came KATHRYN SUZANNE PENNINGTON and presented to the Board an Affidavit Declaring Consent to Revocation (hereinafter "Affidavit") of her license to practice law in the courts of this Commonwealth. By tendering her Consent to Revocation at a time when allegations of Misconduct are pending, the nature of which are specifically set forth in the attached Affidavit and Amended Certification, Respondent acknowledges 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 her Consent to Revocation.

Upon consideration whereof, it is therefore ordered that Kathryn Suzanne Pennington's license to practice law in the courts of this Commonwealth be and the same hereby is revoked, and that the name of Kathryn Suzanne Pennington be stricken from the Roll of Attorneys of this Commonwealth.

ENTERED THIS 11TH DAY OF MAY, 2020

VIRGINIA STATE BAR DISCIPLINARY BOARD

By Yvonne S. Gibney Digitally signed by Yvonne S. Gibney
Date: 2020.05.11 10:22:20 -04'00'
Yvonne S. Gibney
Second Vice Chair



VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF

KATHRYN SUZANNE PENNINGTON

VSB Docket Nos. 18-021-110430
18-021-110932
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AFFIDAVIT DECLARING CONSENT TO REVOCATION

Kathryn Suzanne Pennington, after being duly sworn, states as follows:

1. That she was licensed to practice law in the Commonwealth of Virginia on October 23, 2006;
2. That she submits this Affidavit Declaring Consent to Revocation pursuant to Part 6, Section IV, Paragraph 13-28 of the Rules of Court;
3. That her consent to revocation is freely and voluntarily rendered, that she is not being subjected to coercion or duress, and that she is fully aware of the implications of consenting to the revocation of her license to practice law in the Commonwealth of Virginia;
4. She is aware that there is currently pending a Proceeding involving allegations of Misconduct, the docket numbers for which are referenced above and the specific nature of which is set out in the Subcommittee Determination (Amended Certification), a copy of which is attached hereto and incorporated herein;
5. She acknowledges that the material facts upon which the allegations of Misconduct are predicated are true; and
6. She submits this Affidavit and consents to the revocation of her license to practice law in the Commonwealth of Virginia because she knows that if Proceedings based on the said alleged Misconduct were prosecuted to a conclusion, she could not successfully defend them.

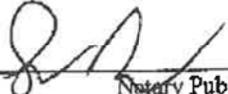
Executed on May 9th 2020

Kathryn Suzanne Pennington
Kathryn Suzanne Pennington Also Known as Kathryn S. Dixon
Respondent

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Virginia Beach, to wit:

The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before me by Kathryn Suzanne Pennington on May 9, 2020
Also Known as Kathryn Dixon



Notary Public

My Commission expires: 05/31/2021.

JOSHUA M LYNN
NOTARY PUBLIC
REG. # 7584484
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2021



VIRGINIA:

BEFORE THE SECOND DISTRICT SUBCOMMITTEE OF THE VIRGINIA STATE BAR

IN THE MATTER OF KATHRYN SUZANNE PENNINGTON VSB Docket Nos. 18-021-110430 18-021-110932 18-021-112103 19-021-113686 19-021-114516 19-021-114656

SUBCOMMITTEE DETERMINATION (AMENDED CERTIFICATION)

On November 26, 2019 and March 12, 2020, meetings in this matter were held before a duly convened Second District Subcommittee consisting of Christopher I. Jacobs, Chair Presiding, Jeffrey H. Gray, Member, and Lonnie D. Leatherbury, Lay Member. Pursuant to Part 6, § IV, ¶ 13-15.B.3 of the Rules of the Supreme Court of Virginia, the Second District Subcommittee of the Virginia State Bar hereby serves upon Kathryn Suzanne Pennington ("Respondent") the following Amended Certification:

I. ALLEGATIONS OF FACT

1. At all times relevant hereto, Respondent was an attorney licensed to practice law in the Commonwealth of Virginia.

VSB Docket Number 18-021-110430 Complainant: Thomas Olenski

2. The complainant, Thomas Olenski ("Mr. Olenski"), hired Respondent in 2015 to prepare estate planning documents for his mother, specifically, a will, power of attorney, advance medical directive and a deed transferring her 1/2 ownership of her residence located in Newport News, Virginia, to Mr. Olenski - who had the other 1/2 ownership interest - while retaining a life estate for herself. Respondent prepared those documents and had Mr. Olenski's mother execute them in 2015, but retained the original of the deed because Mr. Olenski's mother did not wish to effectuate the transfer of the property at the time.

3. In 2017, Mr. Olenski's mother desired for the deed to be recorded, and so Mr. Olenski began attempting to contact Respondent for the purpose of securing the deed or its

recording by placing multiple telephone calls to her office and cell numbers beginning in August 2017.

4. Respondent failed to answer or return any of his calls, so Mr. Olenski filed a complaint with the bar in September 2017. The bar attempted to handle that complaint informally by asking Respondent to communicate with Mr. Olenski. In response, Respondent sent Mr. Olenski an email dated September 28, 2017, in which she apologized for not responding to his calls - which she attributed to illness that had caused her to be hospitalized and begin the process of "either closing or severely limiting my [law] practice..." She also acknowledged being in possession of an original executed deed related to the matter which she offered to send to Mr. Olenski along with a copy of the file. Mr. Olenski replied to Respondent that same day requesting that she send the original deed to him at an address he provided in the email. Based on Respondent's assertion that the representation had long ended, and her assurance that she would send the original deed and file to Mr. Olenski, the bar considered the matter resolved and closed the inquiry by letter dated September 28, 2017.

5. Approximately six weeks later, in mid-November 2017, Mr. Olenski filed a new complaint with the bar in which he alleged he had not received the original deed from Respondent as promised nor a response to his follow-up telephone calls. The bar again attempted to handle that complaint informally by sending Respondent a letter dated November 28, 2017, asking her to respond to the allegation that she had not provided the original deed as promised. Respondent did not respond by the December 8, 2017 deadline, and as a result, a formal complaint was opened. By letter dated December 18, 2017, the bar sent a copy of the new complaint to Respondent at her address of record and demanded she file a written response within 21 days addressing: i) the allegations that she did not send the original deed and file to Mr. Olenski or respond to his multiple follow-up inquiries; and ii) why she did not respond to the bar's November 28, 2017 letter. Respondent never filed a written response as demanded.

6. During the course of the bar's subsequent investigation, Respondent did submit to an interview. She informed the bar's investigator that she had attempted to record the deed in mid-October 2017, but it was rejected by the clerk's office¹. She claimed the postal service took several months to deliver the rejected deed back to her such that she did not receive it until March 2018 and that it had been damaged.

7. Respondent emailed Mr. Olenski on June 22, 2018, explaining the rejection of and damage to the deed, and asking if he desired for her to attempt to record it. He responded the same day asking her to record it. Four days later, she sent him another email in which she stated she had attempted to record it but had been unable due to the absence of a clerk. She then asked Mr. Olenski for additional information regarding the property. He provided that information and pointed out an error in the deed she prepared.

8. In about July 2018, Respondent again stopped responding to Mr. Olenski's inquiries regarding the status of the recordation of the deed.

¹ Although the real property is located in Newport News, Respondent attempted to record it in Virginia Beach.

9. Respondent told the bar that she had re-attempted to record the deed and it was rejected due to the condition of the deed. She said that she had decided that in lieu of a deed, she would prepare and file a "Corrective Affidavit"².

10. Respondent did not timely advise Mr. Olenski of her attempts to record the deed or its rejection. Her only explanation was that she was "going through a rough time" due to health and other personal problems she had been dealing with since late 2017 which had caused her to be hospitalized and undergo treatment.

11. To date, Respondent has neither recorded the deed nor provided it to Mr. Olenski.

VSJ Docket Number 18-021-110932

Complainant: Douglas S. Murr

12. The complainant, Douglas S. Murr ("Mr. Murr"), and his wife, hired Respondent in the fall of 2014 to prepare their estate planning documents for which they paid Respondent a \$1,700.00 advance fee, which constituted ½ of the total fixed fee of \$3,400.00.

13. Respondent promptly prepared draft estate planning documents and provided them to the Murrs along with a letter setting out and explaining the details of their estate plan. The finalization of some of the documents was delayed pending Respondent's receipt from the Murrs of additional information and documents she needed to complete the estate plan, which the Murrs provided in December 2015. Respondent provided the Murrs with drafts of the documents in early 2016.

14. The Murrs subsequently attempted to contact Respondent for several months for the purpose of speaking with her about their draft documents and scheduling a meeting with her to review the documents, but were unable to reach her. They were able to finally make contact with her in October 2016, but then lost contact again until December 2016 when she promised to deliver revised final versions of the documents.

15. Respondent did not provide the finalized documents to the Murrs nor contact them again. Over the course of approximately the next year, the Murrs attempted to contact Respondent via telephone, email, texts and an in-person visit to her office without success.

16. In November 2017, Mr. Murr filed this complaint. The bar attempted to handle the complaint informally by sending a letter to Respondent dated November 14, 2017, asking that she communicate with Mr. Murr regarding the status of the matter. Respondent did not respond, so the bar sent a follow-up letter to her dated December 1, 2017. Respondent still did not respond, and as a result, a formal complaint was opened. By letter dated December 18, 2017, the bar sent a copy of the complaint to Respondent at her address of record and demanded she file a written

² The "Corrective Affidavit" Respondent prepared erroneously refers to an earlier deed supposedly filed in Virginia Beach in 1985 and contains erroneous dates and deed book page numbers and does not purport to transfer ownership to Mr. Olenski. Moreover, a "Corrective Affidavit" is not a proper instrument for Mr. Olenski's mother to convey her interest in the property subject to retaining a life estate. In any event, Respondent never recorded a "Corrective Affidavit".

response within 21 days: i) addressing the allegations that she did not complete Mr. Murr's legal matter or comply with his requests for information; and ii) explaining why she did not respond to the bar's letters dated November 14, 2017 and December 1, 2017. Respondent never filed a written response as demanded.

17. As part of its investigation, the bar issued a subpoena *duces tecum* to Respondent on January 23, 2018, demanding she produce a copy of her entire file and trust account records for her representation of the Murrs by February 13, 2018. She produced no documents by that deadline, and so the bar sent a letter to her dated February 14, 2018, notifying her that it would seek the administrative suspension of her law license if she did not comply by February 26, 2018. Respondent still produced no documents, and as a result, the bar issued a Notice of Noncompliance and Request for Interim Suspension on February 28, 2018. Respondent still did not produce any documents or request a hearing, and as a result, her law license was administratively suspended on March 14, 2018. On or about April 10, 2018, Respondent finally complied with the subpoena *duces tecum*, and as a result, the administrative suspension was lifted on that date.

18. Respondent delivered the finalized documents to Mr. Murr in July 2018.

VSB Docket Number 18-021-112103
Complainant: James A. Evans

19. Respondent was counsel of record for William Cody Chaplain ("Mr. Chaplain"), who qualified as executor of the estate of Billy Wright Chaplain and was named a defendant in a civil case involving that estate filed in the Virginia Beach Circuit Court in 2017 by the complainant, attorney James A. Evans ("Mr. Evans") (*Patricia H. Anthony v. William Cody Chaplain and Lisa Michelle Chaplain*, Case No. CL17-1169).

20. The civil case arose from Mr. Chaplain's alleged refusal to probate a Second Codicil to Last Will and Testament of Billy Wright Chaplain executed by the decedent in 2015 ("Second Codicil").

21. During the course of discovery in the civil case, Mr. Evans learned that the original Second Codicil was in the possession of Respondent.

22. After Respondent refused to produce the Second Codicil, Mr. Evans filed a motion to compel its production which was noticed for hearing on February 2, 2018. Respondent did not appear at that hearing, and in her absence, was ordered to file the Second Codicil with the Clerk of the Virginia Beach Circuit Court by February 9, 2018. Mr. Evans immediately sent Respondent a copy of the order by email and mail. Despite receiving it, and even informing Mr. Evans' office she would be filing the Second Codicil, she did not do so, which prompted Mr. Evans to file a request for the issuance of a Rule to Show Cause against Respondent on or about March 19, 2018, premised on her failure to obey the February 2, 2018 court order, which was set for April 6, 2018. Respondent subsequently produced the Second Codicil which resulted in Mr. Evans withdrawing the show cause.

23. By letter dated March 23, 2018, the bar sent a copy of this complaint to Respondent at her address of record and demanded she file a written response within 21 days. Respondent never filed a written response as demanded.

24. During the course of the bar's subsequent investigation, Respondent did submit to an interview. She informed the bar's investigator that she was unaware of the February 2, 2018 hearing, and attributed her failure to subsequently produce the Second Codicil as ordered to being seriously ill which physically prevented her from delivering it to the Court as ordered. She admitted that around the December 2017 timeframe, she realized that she was unable to effectively represent Mr. Chaplain due to her illnesses and other problems and advised him that she needed to withdraw. She did not do so until he hired new counsel, which did not occur until April 2018, and admitted that she should have withdrawn sooner. She also admitted that she never told Mr. Chaplain about the February 2, 2018 order.

VSJ Docket Number 19-021-113686

Complainant: William F. Kloc

25. The complainant, William F. Kloc ("Mr. Kloc"), hired Respondent in the fall of 2016 to appeal Medicare and private insurer determinations that his mother was no longer eligible for nursing home benefits. On November 21, 2016, Mr. Kloc signed a representation agreement and paid Respondent \$4,550.00 in advance. Respondent did not deposit those advance fee funds into a trust account and instead deposited them into her law firm's operating account on November 21, 2016.

26. Respondent failed to pursue the appeals and failed to return Mr. Kloc's telephone calls and text messages to her seeking status updates in 2017 in 2018, and has not communicated with Mr. Kloc at all since April 2018, even after he filed this complaint in September 2018, resulting in Mr. Kloc continuing to be unable to ascertain the status of the appeal or to retrieve documents related to the appeal he previously provided to Respondent.

27. Respondent never provided an accounting of the \$4,550.00 advance fee monies Mr. Kloc paid for the representation.

28. By letter dated September 26, 2018, the bar sent a copy of this complaint to Respondent at her address of record and demanded she file a written response within 21 days. Respondent never filed a written response as demanded.

29. Respondent also did not respond to multiple requests made by the bar's investigator at various points throughout the bar's investigation to submit to being interviewed.

30. As part of its investigation, the bar issued a subpoena *duces tecum* to Respondent on October 1, 2018, demanding she produce a copy of her entire file and trust account records for this representation by October 22, 2018. She produced no documents by that deadline, and so the bar sent a letter to her dated October 24, 2018, notifying her that it would seek the administrative suspension of her law license if she did not comply by November 5, 2018. Respondent still produced no documents, and as a result, the bar issued a Notice of Noncompliance and Request

for Interim Suspension on November 9, 2018. Respondent still did not produce any documents or request a hearing, and as a result, her law license was administratively suspended on November 26, 2018. To date, Respondent has still not complied with the subpoena *duces tecum*, and as a result, her law license remains administratively suspended.

31. Respondent's failure to respond to this complaint, submit to an interview or comply with the subpoena *duces tecum* constituted lack of cooperation that obstructed the bar from conducting a complete investigation into Respondent's handling of the representation and of the advance fee monies Mr. Kloc paid her for it.

VSB Docket Number 19-021-114516
Complainant: Robert H. Ferguson, III

32. The complainant, Robert H. Ferguson, III ("Mr. Ferguson"), hired Respondent in the fall of 2014 for assistance in administering the estate of his deceased mother, Doris C. Ferguson. On November 4, 2014, Mr. Ferguson signed a representation agreement and paid Respondent \$3,000.00 in advance. Respondent did not deposit those advance fee funds into a trust account and instead deposited them into her law firm's operating account on November 5, 2014.

33. For the first year or so of the representation, Respondent was attentive to the matter and responsive to Mr. Ferguson's inquiries, but then stopped performing work, showing up for meetings, and responding to his attempts to contact her by telephone and text. In the late summer of 2018, after approximately two years of no progress or communication from Respondent, Mr. Ferguson hired new counsel, Ashley E. Nimitz, Esquire ("Ms. Nimitz"). Both Mr. Ferguson and Ms. Nimitz repeatedly asked Respondent to forward Mr. Ferguson's file, which included original documents Mr. Ferguson had provided to Respondent, and Respondent failed to do so.

34. According to Ms. Nimitz, the administration of the estate was not particularly complicated and should have been completed within a year or two. Without the file materials Mr. Ferguson had provided to Respondent, which, upon information and belief, Respondent has never provided, Ms. Nimitz has been unable to assist Mr. Ferguson with the administration of the estate.

35. Respondent never provided an accounting of the \$3,000.00 advance fee monies Mr. Ferguson paid for the representation.

36. By letter dated January 15, 2019, the bar sent a copy of this complaint to Respondent at her address of record and demanded she file a written response within 21 days. Respondent never filed a written response as demanded.

37. As part of its investigation, the bar issued a subpoena *duces tecum* to Respondent on January 16, 2019, demanding she produce a copy of her entire file and trust account records for this representation by February 6, 2019. She produced no documents by that deadline, and as a result, the bar issued a Notice of Noncompliance and Request for Interim Suspension on February 11, 2019. Respondent still did not produce any documents or request a hearing, and as a result, her law license was administratively suspended on February 26, 2019. To date, Respondent has

still not complied with the subpoena *duces tecum*, and as a result, her law license remains administratively suspended.

38. Respondent's failure to respond to this complaint or comply with the subpoena *duces tecum* constituted lack of cooperation that obstructed the bar from conducting a complete investigation into Respondent's handling of the representation and of the advance fee monies Mr. Ferguson paid her for it.

VS B Docket Number 19-021-114656
Complainant: Michael Walton

39. Respondent is attorney-in-fact for Martha Trisler ("Ms. Trisler"), who is an elderly incapacitated individual and at one time a resident at Georgian Manor, an elder care facility located in Chesapeake (the "facility").

40. The complainant, Michael Walton, is a representative of the facility, and filed this complaint as a result of Respondent's failure to arrange for the payment of several of the facility's monthly charges or respond to the facility's attempts to resolve the delinquent payments with Respondent.

41. By letter dated January 29, 2019, the bar sent a copy of this complaint to Respondent at her address of record and demanded she file a written response within 21 days. Respondent never filed a written response as demanded.

42. Respondent did not respond to multiple efforts made by the bar's investigator to reach her at various points throughout the investigation for the purpose of interviewing her. She did eventually submit to an interview with the bar's investigator and provided the bar with pertinent documents which tend to show that the nonpayment of Ms. Trisler's monthly facility charges did not result from Respondent's breach of her fiduciary duties to protect Ms. Trisler's interests and prudently manage her financial affairs, but rather a lack of availability of funds.

43. The facility forwarded the delinquent account to their legal counsel for collection. The facility's legal counsel filed a Warrant In Debt on behalf of the facility against Ms. Trisler and Respondent in the Chesapeake General District Court in April 2019 (Case No. GV19007131-00). On April 22, 2019, Respondent appeared on behalf of Ms. Trisler in the Chesapeake General District Court in that case and requested an order for the filing of pleadings. At the time of that appearance, Respondent's license to practice law in the Commonwealth of Virginia was administratively suspended.

II. NATURE OF MISCONDUCT

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

RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

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..

RULE 1.16 Declining Or Terminating Representation

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

...

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client;

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

(e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client's new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work

product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

...

(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6...

VSB Docket Number 18-021-110932

Complainant: Douglas S. Murr

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...

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...

(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6...

VSB Docket Number 18-021-112103
Complainant: James A. Evans

RULE 1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client...

RULE 1.4 Communication

...

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

(c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter...

RULE 1.16 Declining Or Terminating Representation

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

...

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client...

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(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6...

VSB Docket Number 19-021-113686
Complainant: William F. Kloc

RULE 1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client...

RULE 1.4 Communication

...

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

(c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter...

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...

(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...

RULE 1.16 Declining Or Terminating Representation

...
(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

(e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client's new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client

relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

...

(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6; or

(d) obstruct a lawful investigation by an admissions or disciplinary authority.

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...

VSF Docket Number 19-021-114516

Complainant: Robert H. Ferguson, III

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

(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...

(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...

RULE 1.16 Declining Or Terminating Representation

...

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

(e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client's new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

...

(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6; or

(d) obstruct a lawful investigation by an admissions or disciplinary authority.

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...

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Complainant: Michael Walton

RULE 5.5 Unauthorized Practice Of Law; Multijurisdictional Practice of Law

...

(c) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

...

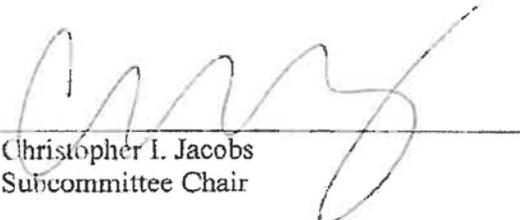
(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6...

III. CERTIFICATION

Accordingly, it is the decision of the Subcommittee to certify the above matters to the Virginia State Bar Disciplinary Board.

SECOND DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

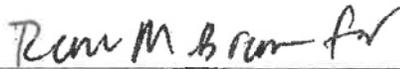
By



Christopher I. Jacobs
Subcommittee Chair

CERTIFICATE OF SERVICE

I certify that on the 16th day of March, 2020, I sent a true and correct copy of the foregoing Subcommittee Determination (Amended Certification) to Kathryn Suzanne Pennington, Esquire, Respondent, by certified mail and regular mail to K. Suzanne Pennington, 678 Princess Anne Road, Virginia Beach, VA 23457, Respondent's last address of record with the Virginia State Bar, by email to ksp@penningtonlaw.net, Respondent's last email address of record with the Virginia State Bar, and by email to dixonfamily678@gmail.com and ksuzannedixon@gmail.com, Respondent's other known email addresses.



M. Brent Saunders
Senior Assistant Bar Counsel