

VIRGINIA:

Before the Virginia State Bar Disciplinary Board

In the Matter of

Stephen Thomas Conrad

Attorney at Law

On December 14, 2007, came Stephen Thomas Conrad and presented to the Board an Affidavit Declaring Consent to Revocation of his license to practice law in the courts of this Commonwealth. By tendering his resignation at a time when disciplinary charges are pending, he admits that the charges in the attached Affidavit Declaring Consent to Revocation are true.

The Board having considered the said Affidavit Declaring Consent to Revocation accepts his resignation. Accordingly, it is ordered that the license to practice law in the courts of this Commonwealth heretofore issued to the said Stephen Thomas Conrad be and the same hereby is revoked, and that the name of the said Stephen Thomas Conrad be stricken from the Roll of Attorneys of this Commonwealth.

Enter this Order this 14th day of December, 2007

For the Virginia State Bar Disciplinary Board

By *Barbara S. Lanier*
Barbara S. Lanier
Clerk of the Disciplinary System

VIRGINIA :

BEFORE THE DISCIPLINARY BOARD OF THE VIRGINIA STATE BAR

IN THE MATTER OF STEPHEN THOMAS CONRAD, ESQUIRE

**VSB Docket Nos. 07-053-2460 (Peterson)
 08-053-071337 (Makary)
 08-053-072155 (Hines)
 08-053-072458 (Boateng/Chiweshe)
 08-053-072767 (McGraw)**

AFFIDAVIT DECLARING CONSENT TO REVOCATION

STEPHEN THOMAS CONRAD, after being duly sworn, states as follows:

1. That he was licensed to practice law in the Commonwealth of Virginia on October 15, 1993;

2. That, pursuant to Part 6, Section IV, Paragraph 13.L. of the *Rules of the Supreme*

Court of Virginia:

- a. his consent to revocation is freely and voluntarily rendered, that he is not being subjected to coercion or duress, and that he is fully aware of the implications of consenting to a revocation of his license to practice law in the Commonwealth of Virginia;
- b. he is aware that there are proceedings against him involving allegations of misconduct, as referred to in the Petition attached to this Affidavit, the contents of which are incorporated herein by reference;
- c. he acknowledges that the material facts upon which the allegations of misconduct, set forth in Paragraphs 6a through 6y, inclusive, of the attached Petition, are predicated are true; and
- d. 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 prosecuted to a conclusion, he could not successfully defend them.

Executed and dated this 11th day of December, 2007.

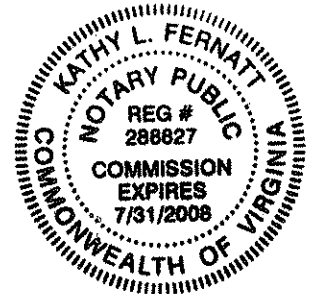

STEPHEN THOMAS CONRAD

COMMONWEALTH OF VIRGINIA
CITY COUNTY OF Manassas, to wit:

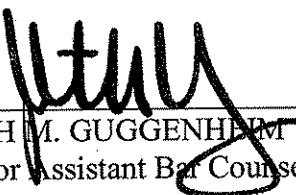
The foregoing instrument was subscribed and sworn before me by Stephen Thomas
Conrad on December 11, 2007.


Notary Public

My Commission expires: 7-31-2008.



SEEN, WITH NO OBJECTION TO ENTRY OF AN ORDER BY
THE VIRGINIA STATE BAR DISCIPLINARY BOARD REVOKING
RESPONDENT'S LICENSE TO PRACTICE LAW IN VIRGINIA:


SETH M. GUGGENHEIM
Senior Assistant Bar Counsel

VIRGINIA:

IN THE CIRCUIT COURT FOR PRINCE WILLIAM COUNTY

VIRGINIA STATE BAR,

Petitioner,

v.

Case No. _____

**STEPHEN THOMAS CONRAD
1986 Opitz Boulevard
Woodbridge, Virginia 22191,**

**STEPHEN T. CONRAD, ESQ., P.C.
a Virginia Professional Corporation**

**TO BE PLACED UNDER SEAL
PURSUANT TO §54.1-3936
1950 VA CODE, AS AMENDED**

SERVE:

**Stephen T. Conrad
Registered Agent
1986 Opitz Boulevard
Woodbridge, Virginia 22191,**

and

**BB&T CORPORATION
200 West Second Street
Winston-Salem, NC 27101**

SERVE:

**Kelly Adams, Branch Manager
Branch Banking and Trust Company of Virginia
Opitz Crossing Branch
2089 Daniel Stuart Square
Woodbridge, VA 22191-3317,**

Respondents.

**PETITION FOR THE APPOINTMENT OF A RECEIVER;
FOR ISSUANCE OF AN INJUNCTION; AND FOR AN ORDER AUTHORIZING
INSPECTION OF RECORDS, DOCUMENTS, AND OTHER EVIDENCE**

TO THE HONORABLE JUDGES OF THE AFORESAID COURT:

The Virginia State Bar ("the Bar"), by Senior Assistant Bar Counsel Seth M. Guggenheim, hereby respectfully petitions this Honorable Court for the relief available pursuant to §54.1-3936.A. and B. of the 1950 Code of Virginia, as amended. The relief requested and the grounds for a grant thereof are as follows:

1. Respondent Stephen Thomas Conrad (hereafter "Conrad") has been licensed to practice law in Virginia since October 15, 1993. He currently practices law through a professional corporation known as Stephen T. Conrad, Esq., P.C., with offices located in Prince William County at 1986 Opitz Boulevard, Woodbridge, Virginia 22191.

2. BB&T Corporation is registered with the State Corporation Commission as a bank holding company operating in the Commonwealth of Virginia. Conrad, through his aforesaid professional corporation, maintains one or more accounts at BB&T Bank. The Virginia State Bar is aware of two accounts, one of which is denominated "IOLTA Account" and is assigned account number 5133232437, and other of which is denominated "Operating Account" and is assigned account number 5133232410.

3. BB&T Corporation, through BB&T Bank, is an entity which is either indebted to or has in its possession funds subject to the control of Conrad and the said professional corporation, which funds constitute property sought to be protected in this proceeding. BB&T Corporation is a proper party respondent in this proceeding pursuant to §54.1-3936.C. of the 1950 Code of Virginia, as amended.

4. Conrad primarily represents individuals as plaintiffs in personal injury claims and as claimants in workers' compensation claims. In such capacity, he regularly receives drafts from insurance carriers in settlement of his clients' claims. These sums are paid on behalf of alleged tortfeasors, Conrad's clients' employers, and as first-party coverage under the medical payments provisions of his clients' own insurance policies.

5. During the course of investigating matters involving Conrad's conduct as an attorney, the Virginia State Bar has discovered evidence that Conrad has engaged in, and continues to engage in, a pattern of behavior which is unlawful or in violation of the Virginia Rules of Professional Conduct, warranting the appointment of a receiver and the award of other relief afforded by statute. As more fully set forth hereafter with respect to certain of these matters, Conrad engages in the following conduct:

- a. he settles client claims without the clients' authority or knowledge;
- b. he conceals from clients that he has settled their claims, received settlement funds on their behalf, and negotiated checks naming them as sole or joint payees;
- c. he fails to disburse to clients settlement funds that he has received on their behalf;
- d. he misrepresents to clients and to the Bar the true status of his clients' legal matters, fabricates settlement terms; and perpetuates the illusion that claims and lawsuits that he has settled or otherwise ended remain ongoing;
- e. he makes payments, or promises of payments, to clients at times and in sums inconsistent with the actual terms upon which their cases have been disposed of; and

f. he excludes from client files subpoenaed by the Bar those documents which would suggest his commission of ethical misconduct, presents the Bar with altered documents, and willfully fails to provide the Bar with subpoenaed trust account and other financial records.

6. By way of specific examples of the conduct referred to above, the Bar hereby makes reference to the following specific complaints and the evidence related thereto:

Complaint of Ms. Christine Modeste-Hines

a. Conrad settled a personal injury claim on behalf of client Christine Modeste-Hines in or around December of 2004, without her knowledge or approval. He negotiated a settlement draft, dated December 8, 2004, in the sum of \$14,000.00, sent to him by the State Farm Mutual Automobile Insurance Company, made payable to the order of "Christine M. Hines & Stephen T. Conrad, Her Attorney."

b. Conrad never told Ms. Hines that he had received and negotiated the settlement draft.

c. For years following his negotiation of the settlement check, he neglected Ms. Hines by failing and refusing to return her calls, lied to her about the status of her case, and then pretended to settle her case in May of 2007 for the sum of \$20,000.00.

d. Following Ms. Hines's repeated, unsuccessful attempts to secure her share of the purported \$20,000.00 settlement, and her message to Conrad that she intended to contact the Virginia State Bar, Ms. Hines was paid the sum of \$13,310.84 on or about September 17, 2007.

e. Conrad presented his client file to the Virginia State Bar, the contents of which omitted reference to the December, 2004, settlement. He lied to a Virginia State Bar investigator regarding his handling of this matter, and presented a copy of a Prince William County Circuit Court dismissal order on which the actual date of entry had been altered from June 7, 2006, to June 7, 2007.

Complaint of Mr. Charles A. McGraw

f. Mr. Charles A. McGraw retained Conrad in June of 2006 in a workers' compensation matter.

g. Conrad settled Mr. McGraw's case without Mr. McGraw's knowledge for the sum of \$22,500.00 in July of 2007. He signed Mr. McGraw's name to a Workers' Compensation Commission document without Mr. McGraw's knowledge or approval.

h. Without the authority or knowledge of Mr. McGraw, Conrad received checks from the insurance carrier and in early August, 2007, negotiated a check made payable to the order of Mr. McGraw in the sum of \$18,000.00 and a check made payable to himself in the sum of \$4,500.00.

i. Conrad lied to Mr. McGraw concerning the status of his legal matter, stating to Mr. McGraw in October of 2007 that he had filed an appeal and that an agreement had been reached to settle the claim for the sum of \$25,000.00.

j. Mr. McGraw independently researched the status of his worker's compensation claim, and confronted Conrad by telephone on November 2, 2007, with what he had learned from third parties concerning the settlement which he had neither authorized nor theretofore been aware of. Conrad then promised Mr. McGraw that he

would remit Mr. McGraw's money to him by wire transfer within 24 hours, but he failed to do so.

Complaint of Mr. Richard C. Peterson

k. Mr. Richard C. Peterson retained Conrad for a personal injury claim within weeks following a motor vehicle accident which occurred on July 14, 2005.

l. Mr. Peterson contacted the Virginia State Bar in February of 2007, asking for oversight of Conrad's handling of his case due to questions concerning information he had been receiving from Conrad's office.

m. Based on information received from State Farm Fire and Casualty Company, the Virginia State Bar determined that Conrad settled Mr. Peterson's claim and negotiated a check in the sum of \$6,800.00, dated August 7, 2006, and made payable to "Richard Peterson & Conrad Stephen T Esq PC, His Attorney" in August of 2006.

n. Conrad's settlement of Mr. Peterson's claim and negotiation of the settlement check were accomplished without Mr. Peterson's knowledge or authority.

o. As of the date of Mr. Peterson's interview by a Virginia State Bar investigator, October 23, 2007, Mr. Peterson had no knowledge of the status of his case and believed the matter remained open and was ongoing.

Complaint of Mr. Mark Adel Makary

p. Mr. Mark Adel Makary retained Conrad to handle a personal injury claim, which arose from a motor vehicle accident which occurred on November 8, 2002.

q. Without Mr. Makary's authority or knowledge, Conrad settled Mr. Makary's claim in September of 2005, for the sum of \$5,000.00.

r. Progressive Insurance Company issued a check in that sum to Conrad on September 29, 2005, made payable to the order of "Mark A. Makary and Stephen T. Conrad His Attorney Only." Promptly following its receipt, Conrad negotiated the check without Mr. Makary's knowledge.

s. On July 12, 2007, Mr. Makary first learned from a party representing a lienholder that Conrad had settled Mr. Makary's claim.

t. Conrad has lied to Mr. Makary concerning the true status of his case, making reference to court dates as if Mr. Makary's settled matter were still ongoing. Conrad misrepresented the true history of his representation of Mr. Makary, and produced documents to the Virginia State Bar which were calculated to create the false impression that Mr. Makary had been aware of the settlement.

u. Conrad now claims to the Virginia State Bar to have Mr. Makary's settlement proceeds on hand in his trust account, but that he cannot disburse the proceeds thereof due to unresolved medical liens. Conrad has failed to produce subpoenaed financial documents in this matter, and a Notice of Noncompliance has been issued under the Rules of the Supreme Court of Virginia governing subpoenae *duces tecum* in attorney disciplinary matters.

Complaint of Mr. Emmanuel A. Boateng

v. Conrad was retained in January of 2005, to represent Mr. Boateng, his sister-in-law, Ms. Winnie Chiweshe, and Ms. Chiweshe's minor child, Audrey Agyin in their respective personal injury claims arising from a motor vehicle accident which occurred on December 17, 2004.

w. No settlements were authorized by or on behalf of any of the

clients, yet on or about August 8, 2005, Conrad settled each client's case. Checks from Progressive Insurance Company were issued to Conrad on or about that date in the sum of \$5,750.00 for Ms. Chiweshe, \$3,750.00 for Mr. Boateng, and \$1,000.00 for the benefit of the minor child, Audrey Agyin. Conrad negotiated each check shortly following his receipt thereof without the respective client's knowledge or consent.

x. Conrad did not inform the clients of his receipt of the aforesaid checks. In fact, he perpetuated the illusion via correspondence dated March 7, 2006, to Ms. Chiweshe that the matters were still ongoing, by stating, among other things, that "I have been in touch with the adjuster from Progressive Insurance Company and their offer is \$5,000.00." Conrad also engaged in other actions following his settlement of their cases that were calculated to induce the clients' belief that their claims were ongoing.

y. Because Conrad refused to provide the clients with information concerning the status of their claims, they approached Mr. Javier Fernandez, Claims Casualty Specialist for the Progressive Insurance Company, who advised them on or about June 11, 2007, that their claims had been settled and payment therefor had been made nearly two years earlier.

7. On the basis of the foregoing, as well as other matters which have come to the attention of the Virginia State Bar, but are not specifically detailed above, Bar Counsel has reasonable cause to believe that Conrad is engaging in activity which is unlawful or in violation of the Virginia Rules of Professional Conduct and which will result in loss of property of one or more of Mr. Conrad's clients or other persons.

WHEREFORE, the Virginia State Bar respectfully requests this Honorable Court to issue Orders:

A. authorizing the immediate inspection by representatives of the Virginia State Bar of any records, documents, and physical or other evidence belonging to Stephen Thomas Conrad and to Stephen T. Conrad, Esq., P.C., pursuant to §54.1-3936.A. of the 1950 Code of Virginia, as amended;

B. enjoining the withdrawal of any bank deposits or the disposition of any other assets belonging to or subject to the control of Stephen Thomas Conrad, and/or Stephen T. Conrad, Esq., P.C., pursuant to §54.1-3936.B.(i) of the 1950 Code of Virginia, as amended;

C. appointing a discreet and competent attorney-at-law as a receiver for all of the funds and property belonging to or subject to the control of the law practice of Stephen Thomas Conrad and Stephen T. Conrad, Esq. P.C., pursuant to Virginia Code §54.1-3936.B.(ii) of the 1950 Code of Virginia, as amended; and

D. awarding such other and further relief as the nature of this matter may require.

VIRGINIA STATE BAR

By: _____
Counsel

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