

VIRGINIA:

**BEFORE THE THIRD DISTRICT, SECTION III SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

JUN 29

**IN THE MATTERS OF
JULIE AMARIE CURRIN**

**VS B Docket Nos.03-033-3310 and
04-033-3665**

**SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)**

On June 27, 2005, a meeting in this matter was held before a duly convened Third District, Section III Subcommittee consisting of Frederick Rahal, M.D., Joyce Renée Sutton Hicks, Esq. and John D. Sharer, Esq., Chair Presiding. Pursuant to Part 6, Section IV, Paragraph 13.G.4. of the Rules of the Virginia Supreme Court, the Third District, Section III Subcommittee of the Virginia State Bar hereby serves upon the Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. At all times material to these matters, the Respondent, Julie Amarie Currin (Currin), was an attorney licensed to practice law in the Commonwealth of Virginia.

The Estate Litigation 03-033-3310

2. On or about February 1, 2001, the Complainant, Sharon Mays (Mays), signed a Retainer Agreement for Currin to represent her as the personal representative of the estate of Mays' husband, Larry S. Mays, Sr. (the Estate). The Retainer Agreement contains a non-refundable fee provision (prohibited by Rule 1.5 and Legal Ethics Opinion 1606).

3. Currin, who had little experience in Probate law, proceeded in the following manner:

(a) Shortly after being hired, Currin filed a Petition for Emergency and Permanent Injunction and Specific Performance on behalf of the Estate against Olive Britt (Britt), claiming Britt agreed to sell Larry S. Mays, Sr.(Larry) certain real property. Currin filed suit knowing there was no written sales contract between Larry and Britt. The Court denied the Petition, noting there was no written contract or any other facts taking the case outside of the statute of frauds. Currin filed nothing further until about two years later, when she attempted to amend the petition or, in the alternative, to take a nonsuit. About a month later, for the first time, and in response to a Plea at Bar filed by Britt, Currin asserted a constructive trust. Thereafter, Currin withdrew from the representation.

(b) During the course of Currin's representation, Mays sold four parcels of real estate

even though she lacked authority to do so. Currin was aware of those sales but did not obtain the court order necessary for Mays to sell any real property. Successor counsel for Mays had to petition the court for such authority *nunc pro tunc*.

4. During the course of the Estate litigation, Mays gave Currin a check for \$3,000, \$2,000 of which was to be held as payment for an expert witness. After Currin withdrew, she failed to forward the \$2,000 to successor counsel, claiming all escrowed monies were exhausted. Currin would testify Mays agreed to allow Currin to apply the \$2,000 to past due legal fees. Mays would testify there was no such agreement.

[Rules applicable: 1.1; 1.5(a); 1.15(a) and (c)]

The Expungement Matter 04-033-3665

5. Mays also hired Currin to expunge from her record a charge of assault and battery in Hanover County.

6. Currin filed a Petition for Expungement but incorrectly referenced a non-existent charge of obstruction of a law enforcement officer. As a result of that petition, the Hanover Circuit Court entered an order on October 16, 2002 expunging the non-existent charge from Mays' record.

7. Thereafter, the Hanover Clerk's office discovered the discrepancy and contacted Currin by telephone in October of 2002, and in August and October of 2003.

8. In March of 2004, Mays was arrested on an unrelated matter and learned the assault and battery charge was still on her record.

9. The Hanover Clerk's Office wrote Currin on April 20, 2004, again explaining the discrepancy and referencing the prior contacts to her.

10. At the request the Court, the Clerk's Office prepared and the Court entered a corrected order on May 4, 2004.

11. Currin never took any steps with the Court to correct the discrepancy. Currin would testify she advised Mays of the problem at some point prior to termination of representation. Mays would testify Currin never told her of any problem.

[Rules applicable: 1.3(a) and 1.4(a)]

II. NATURE OF MISCONDUCT

Assistant Bar Counsel and the Respondent agree the above factual stipulation could give rise to a finding of a violation of the following Disciplinary Rules:

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.

RULE 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing

the services; and

- (8) whether the fee is fixed or contingent.

RULE 1.15 Safekeeping Property

- (a) All funds received or held by a lawyer or law firm on behalf of a client, other than reimbursement of advances for costs and expenses, shall be deposited in one or more identifiable escrow accounts maintained at a financial institution in the state in which the law office is situated and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:
- (1) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution may be deposited therein; or
- (2) funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, and the portion belonging to the lawyer or law firm must be withdrawn promptly after it is due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.
- (c) 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 accounts to the client regarding them; and
- (4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer which such person is entitled to receive.

III. PUBLIC REPRIMAND WITH TERMS

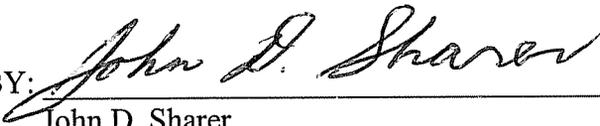
Accordingly, it is the decision of the Subcommittee to accept the Agreed Disposition in this matter and to offer the Respondent an opportunity to comply with certain terms and conditions, compliance with which will be a predicate for the disposition of a Public Reprimand with Terms of these complaints. The terms and conditions are:

that within 60 days of the date the Public Reprimand with Terms is issued, you (a) revise your retainer agreement to eliminate the non-refundable provision; and (b) read the book *Lawyers And Other People's Money* by Frank A. Thomas, III, and summarize the key points of that book in two written paragraphs to be provided to Assistant Bar Counsel; and that you certify you have done these things, in writing, within 90 days of the date the Reprimand is issued, to Assistant Bar Counsel Richard E. Slaney.

If the terms and conditions are not met by the specified dates, this Subcommittee shall certify these matters to the Disciplinary Board under Paragraph 13.I.4 of the Rules of Court.

Pursuant to Paragraph 13.B.8.c.1 of the Rules of Court, the Clerk of the Disciplinary System shall assess costs.

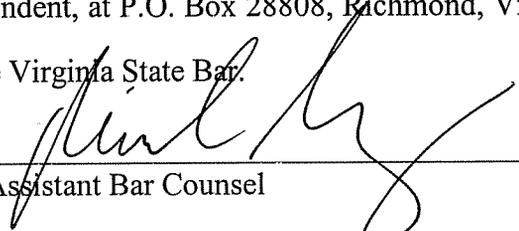
THIRD DISTRICT SUBCOMMITTEE, SECTION III
OF THE VIRGINIA STATE BAR

BY: 

John D. Sharer
Subcommittee Chair

CERTIFICATE OF SERVICE

I certify that on the 29th date of June, 2005, I mailed by Certified Mail, Return Receipt Requested, a true and correct copy of the Subcommittee Determination (Public Reprimand with Terms) to Julie Amarie Currin, Esq., Respondent, at P.O. Box 28808, Richmond, Virginia 23228, Respondent's last address of record with the Virginia State Bar.



Assistant Bar Counsel