

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTERS OF

MARGARET ELLEN HYLAND

VSB DOCKET NOS. 01-060-2781 [Scenters]
 01-060-2847 [Mummert (Keith Mummert)]
 01-060-2851 [Mummert (Scenters)]
 03-060-0701 [Daniel]
 03-060-1148 [Craig]
 03-060-1631 [Wilson]
 03-060-1657 [Jackson]
 03-060-1787 [Washington]
 03-060-1812 [Bowman]
 03-060-2378 [Bicknell]
 03-060-2194 [Krpata]
 03-060-2715 [Coppage]
 03-060-3034 [Dulaney]
 03-060-3888 [McCreless]
 04-060-0638 [VSB/Deneke]

ORDER
INDEFINITE DISABILITY SUSPENSION

These matters came on to be heard on May 11, 2004, upon an Agreed Disposition between the Virginia State Bar and the Respondent, Margaret Ellen Hyland.

A duly convened panel of the Virginia State Bar Disciplinary Board consisting of W. Jefferson O’Flaherty, Lay Member; James L. Banks, Jr., Esq.; William C. Boyce, Jr., Esq.; Bruce T. Clark, Esq. and Peter A. Dingman, Esq., Acting Chair, presiding, considered the matters by telephone conference. The Respondent, Margaret Ellen Hyland, did not appear. Marvin D. Miller, Esq.,

appeared as counsel for Respondent Margaret Ellen Hyland. Deputy Bar Counsel Harry M. Hirsch appeared for the Virginia State Bar.

The Disciplinary Board panel was polled to determine whether any member had any personal or financial interest that may affect, or be reasonably perceived to affect, his ability to be impartial. Each panel member responded negatively.

Deputy Bar Counsel Hirsch announced the deletion of certain language from the Agreed Disposition due to newly received exculpatory evidence, which deletions were agreed to by Respondent's Counsel Miller on behalf of his client.

IT IS ORDERED that counsel shall substitute new pages of the Agreed Disposition, page for page, to reflect the deletions, such that the Agreed Disposition filed with the Clerk of the Disciplinary System constitutes the Agreed Disposition, as amended herein.

Upon due deliberation, it is the decision of the Virginia State Bar Disciplinary Board to accept the Agreed Disposition, as amended. A copy of the Agreed Disposition, as amended, shall be attached hereto and is incorporated herein by reference.

The Disciplinary Board finds by clear and convincing evidence the Stipulations of Facts and the Stipulated Misconduct set forth in the Agreed Disposition, as amended.

The Disciplinary Board further finds by clear and convincing evidence that Respondent Margaret Ellen Hyland has had, and continues to suffer, from a

disability which materially prevented her from, and impairs her ability to, practice law.

IT IS ORDERED, effective May 11, 2004, that the license to practice law in the Commonwealth of Virginia of Respondent Margaret Ellen Hyland, is indefinitely Suspended pursuant to Rules of Court, Part Six, Section IV, Paragraph 13.I.6. on the basis of the existence of a disability. The Respondent, Margaret Ellen Hyland, may seek to terminate the Disability Suspension upon application to the Disciplinary Board; however, the burden of proving the termination of the disability shall be on the Respondent. Upon receipt of a request from the Respondent to do so, the Disciplinary Board shall hold a hearing on the issue of termination of the disability. The Disability Suspension shall be terminated only upon a determination by the Disciplinary Board that the disability no longer exists. Upon the termination of the Disability Suspension, the bar may proceed on the instant cases in accordance with the provisions of the Agreed Disposition, as amended; this Order and applicable rules.

The Respondent, Margaret Ellen Hyland, has agreed that in all proceedings pertaining to the existence of a disability and the determination of rule violations and sanctions for rule violations, that all of her records pertaining to her disability and treatment shall be available to the bar and the Disciplinary Board, are admissible in said proceedings and shall be incorporated into the Disciplinary Board's file.

IT IS FURTHER ORDERED that, in accordance with Rules of Court, Part Six, Section IV, Paragraph 13.M., Margaret Ellen Hyland, shall forthwith give notice by certified mail, return receipt requested, of the suspension of her license to practice law in the Commonwealth of Virginia, to all clients for whom she is currently handling matters and to all opposing attorneys and presiding judges in pending litigation. Margaret Ellen Hyland shall also make appropriate arrangements for the disposition of matters then in her care in conformity with the wishes of her clients. Margaret Ellen Hyland shall give such notice within fourteen (14) days of the effective date of the suspension and make such arrangements as are required herein within forty-five (45) days of the effective date of the suspension. Margaret Ellen Hyland shall furnish proof to the bar within sixty (60) days of the effective date of the suspension that such notices have been timely given and such arrangements for the disposition of matters made. Issues concerning the adequacy of the notice and arrangements required herein shall be determined by the Virginia State Bar Disciplinary Board, which may impose a sanction of revocation or suspension for failure to comply with the requirements of Paragraph 13.M.

The court reporter who transcribed the telephone conference on May 11, 2004, was Teresa L. McLean of Chandler & Halasz, P.O. Box 9349, Richmond, VA 23227.

IT IS FURTHER ORDERED that these cases shall be closed by the Virginia State Bar and shall be reopened, upon the termination of the Disability

Suspension by the Disciplinary Board, for further action as stated in the Agreed Disposition, as amended and this Order.

A copy teste of this Order shall be served upon the Respondent, Margaret Ellen Hyland, by certified mail, return receipt requested, to 2 Lockhart Circle, Fredericksburg, VA 22401, her address of record with the Virginia State Bar; and mailed by first class mail to Marvin D. Miller, Esq., counsel for the Respondent; and delivered by hand to Deputy Bar Counsel Harry M. Hirsch at the Virginia State Bar.

ENTERED THIS _____ DAY OF _____, 2004

VIRGINIA STATE BAR DISCIPLINARY BOARD

BY _____
Peter A. Dingman, Acting Chair

VIRGINIA:

BEFORE THE SIXTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTERS OF
MARGARET ELLEN HYLAND

VSB Docket Nos. 01-060-2781 [Scenters]
01-060-2847 [Mummert (Keith Mummert)]
01-060-2851 [Mummert (Scenters)]
03-060-0701 [Daniel]
03-060-1148 [Craig]
03-060-1631 [Wilson]
03-060-1657 [Jackson]
03-060-1787 [Washington]
03-060-1812 [Bowman]
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03-060-2194 [Krpata]
03-060-2715 [Coppage]
03-060-3034 [Dulaney]
03-060-3888 [McCreless]
04-060-0638 [VSB/Deneke]

AMENDED AGREED DISPOSITION

Pursuant to Rules of Court Part Six, Section IV, Paragraph 13.B.5.c., the Virginia State Bar, by Deputy Bar Counsel Harry M. Hirsch, and the Respondent Margaret Ellen Hyland, by Marvin D. Miller, Esq., her attorney, hereby enter into the following Agreed Disposition arising out of the above-referenced matters.

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

VS B Docket No. 01-060-2781 [Scenters] and

VS B Docket No. 01-060-2851 [Mummert (Scenters)]:

I. STIPULATIONS OF FACT:

2. Hyland was court-appointed to represent Complainant John Scenters [Scenters] on criminal charges in Stafford County, Virginia in which Scenters was convicted of larceny (third or subsequent offense), grand larceny of a firearm and possession of a firearm after having previously been convicted of a felony. Scenters was sentenced on October 18, 2000.

3. Scenters and his mother, Complainant Kim Mummert [Kim], asked Hyland to appeal the convictions. In response, Hyland indicated that she did not do appeals but would find another attorney to do so.

4. On November 8, 2000, Deputy Clerk Vassar [Vassar] of the Court of Appeals of Virginia sent Scenters a letter enclosing information about the steps of an appeal in response to a letter from Scenters in which he expressed a desire to appeal his convictions. Vassar copied Hyland in her letter to Scenters stating, inter alia:

By a copy of this letter, I am forwarding a copy of your letter to Margaret Hyland, Esq., the person you state was your attorney in the circuit court. I am notifying Ms. Hyland that if she is your court-appointed attorney, Code §19.2-159 states that her appointment as your attorney continues through any appeals of this matter...if she is your court-appointed attorney, Code Section 19.2-159 states that her appointment as Scenters' attorney continues through any appeal..."

5. Scenters wrote a note to Hyland dated November 26, 2000, in which Scenters asked Hyland to file a motion to be removed as his appellate counsel.

6. Scenters, pro se, filed a notice of appeal on November 28, 2000, in the Circuit Court of Stafford County. Scenters showed in the notice that he was represented by Hyland.

7. Kim wrote Hyland a letter dated November 29, 2000, voicing her displeasure with the fact that Hyland had not pursued an appeal for Scenters.

8. On December 5, 2000, Vassar wrote Hyland a letter indicating that as court-appointed counsel, Hyland's appointment continued through any appeals and cited Va. Code Section 19.2-159.

9. By letter dated December 26, 2000, Scenters informed Hyland of three motions he had filed pro se in the Stafford County Circuit Court and stated, "I trust this is of a great concern to you".

10. The Clerk's Office, Stafford County Circuit Court, wrote to Scenters on December 29, 2000, informing him that the case file had been sent to the Court of Appeals of Virginia and directing Scenters to send any questions to his attorney or the Court of Appeals.

11. Kim wrote Hyland on January 2, 2001, asking, inter alia, for Hyland's file on behalf of Scenters.

12. Scenters wrote a letter to Vassar's attention at the Court of Appeals of Virginia dated January 5, 2001, seeking the appointment of another attorney to represent him in the appeal. That request was denied on January 18, 2001.

13. Scenters wrote a letter to Vassar dated January 9, 2001, asking for help to move his appeal forward and to get Hyland to withdraw.

14. On or about January 9, 2001, Hyland received notice from the Court of Appeals that the trial court record had been received on January 3, 2001. Said

notice showed Hyland as the petitioner's attorney and included a listing of the various deadlines associated with an appeal of a criminal case from a circuit court to the Court of Appeals.

15. On January 9, 2001, Hyland wrote a letter to Scenters indicating, inter alia, that she was in the process of removing herself from the appeal and working in earnest to have another attorney appointed to represent Scenters in the appeal.

16. Scenters responded to Hyland in his letter dated January 11, 2001.

17. On January 16, 2001 (apparently incorrectly dated 2002), Scenters again wrote to Vassar at the Court of Appeals about Hyland's failure to pursue his appeal.

18. On February 2, 2001, Vassar wrote Hyland as Scenters' court-appointed attorney, enclosing correspondence from Scenters requesting copies of certain documents.

19. On February 23, 2001, the Court of Appeals dismissed the appeal since no petition for appeal had been filed.

20. On May 5, 2001, Kim wrote a letter to The Honorable Johanna Fitzpatrick, Chief Judge of the Court of Appeals of Virginia, copied to Hyland, asking the judge, inter alia, to notify Scenters of the status of his appeal, appoint an attorney to represent Scenters and hold Hyland accountable for not doing her job as appointed counsel.

21. On May 8, 2001, Scenters wrote another letter to Vassar in which he reviewed what had happened to him in the appeal and asked for help in the appeal.

22. Kim filed a bar complaint dated May 5, 2001. Scenters filed a bar complaint dated May 11, 2001.

23. On behalf of Scenters, an institutional attorney at the Nottoway Correctional Center wrote Hyland on June 7, 2001, seeking information about the status of the appeal.

24. Deputy Clerk Uitvlucht of the Court of Appeals of Virginia wrote Scenters a letter dated June 15, 2001, informing him that his appeal had been dismissed on February 23, 2001, because no petition for appeal had been filed, enclosing a copy of the dismissal order. The letter was copied to Hyland.

25. The Circuit Court of Stafford County entered an order on September 25, 2001, finding that Scenters' appeal had been dismissed "for reasons not attributable to him," that he had been denied his right of appellate review and granting his petition for a writ of habeas corpus on the denial of appeal issue.

26. Kim and Scenters attempted to contact Hyland about the filing of an appeal but they were unable to communicate with her.

27. By letter dated January 11, 2002, Scenters asked Hyland for everything in her file.

28. In response to the bar complaints, Hyland stated that she discussed Scenters' case and the pursuit of an appeal in detail with Tim Wall, Esq. as possible successor counsel. However, Wall informed Investigator Oren M. Powell that he does not recall the case and has no office record for Scenters.

29. During the investigation of the bar complaint, Hyland admitted that she did not pursue the appeal, did not seek to withdraw from the representation, and had never handled a criminal appeal before the Scenters case. Hyland also admitted that at the time of the Scenters representation she did not know what an Anders brief was or its possible applicability to the Scenters case.

30. During the bar investigation of these two cases, Hyland failed to comply with two subpoenas duces tecum issued by the Sixth District Committee and personally served on Hyland. The Virginia State Bar Disciplinary Board entered an order of interim suspension of Hyland's license to practice law in the Commonwealth of Virginia effective March 28, 2003, to run until Hyland

complied with the subpoenas duces tecum. The interim suspension was lifted by the Board on April 7, 2003, upon Hyland's compliance.

31. As Scenters' court-appointed attorney and upon his desire to appeal his convictions, Hyland was obligated to pursue his appeal through the Virginia Supreme Court. See Dodson v. Director of the Department of Corrections, 233 Va. 303 (1987); Kuzminski v. Commonwealth, 8 Va. App. 106 (1989).

32. Scenters was granted a late appeal on his petition for habeas corpus.

33. Hyland failed to keep Scenters reasonably informed during the representation, failed to handle the appeal competently or diligently and failed to withdraw properly from her representation of Scenters on the appeal. Hyland abandoned the appellate case of Scenters.

II. STIPULATED MISCONDUCT:

Such conduct on the part of Margaret Ellen Hyland constitutes Misconduct in violation of the following provisions of the Virginia 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

- (c) In any court proceeding, counsel of record shall not withdraw except by leave of court after compliance with notice requirements pursuant to applicable rules of court. In any other matter, a lawyer shall continue representation notwithstanding good cause for terminating the representation, when ordered to do so by a tribunal.
- (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).

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application, in connection with 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

In the Matter of Margaret Ellen Hyland
VSB Docket No. 01-060-2847 [Mummert (Keith Mummert)]:

I. STIPULATIONS OF FACT:

Special Stipulation: The Virginia State Bar, by Deputy Bar Counsel Harry M. Hirsch, and the Respondent Margaret Ellen Hyland, by Marvin D. Miller, Esq., her attorney, hereby stipulate that the following paragraphs numbered 34 through

44 constitute the misconduct stage evidence of the bar as to this complaint and shall be treated as such when and if this complaint is considered by the Board.

34. In or about October of 2000, Complainant Kim Mummert [Kim] asked Hyland to seek a modification of an existing electronic monitoring program for her husband, Keith Mummert [Keith], in order to allow Keith to work outside his home as a mechanic [representation]. Hyland quoted a fee of \$750.00 if a hearing was required or \$300.00 if the matter was resolved by an agreed order.

35. On October 11, 2000, Hyland wrote a letter to Keith confirming the terms of the representation and requiring his signature of agreement.

36. Hyland was paid \$300.00 by Kim for the representation and a file was set up in Hyland's office with file number CV20-0063.

37. Hyland admitted to Investigator Oren M. Powell that she called Patricia Marshall a couple of times on Keith's behalf. Patricia Marshall was prerelease supervisor at the Rappahannock Regional Jail and the director of the electronic monitoring program in which Keith was enrolled.

38. Kim sent a letter to Patricia Marshall, copied to Hyland, dated October 6, 2000, in which Kim stated, inter alia, that she had obtained the services of Hyland to file a petition for work release for Keith, but Hyland advised Kim to ask for reconsideration herself before a petition was filed. Ms. Marshall responded negatively in a letter dated October 7, 2000, which was copied to Hyland.

39. Keith was taken into custody on the night of October 11, 2000 for an alleged breach of the electronic monitoring program.

40. Kim was sent a bill by Hyland's office about which Kim wrote Hyland on November 29, 2000. In the letter Kim disputed the bill and asked for a refund of the \$300.00.

41. By letter to Hyland dated January 2, 2001, Kim again asked for a refund of the \$300.00.

42. Kim filed a bar complaint on May 9, 2001. Hyland did not refund the \$300.00 until on or about June 1, 2001.

43. Hyland performed few, if any, services on behalf of Keith in the representation and did not earn the \$300.00 payment for legal services. Hyland failed to represent Keith diligently in the representation, failed to refund the unearned fees, failed to proceed with the representation and improperly terminated the representation.

44. During the bar investigation of this case, Hyland failed to comply with two subpoenas duces tecum issued by the Sixth District Committee and personally served on Hyland. The Virginia State Bar Disciplinary Board entered an order of interim suspension of Hyland's license to practice law in the Commonwealth of Virginia effective March 28, 2003, to run until Hyland complied with the subpoenas duces tecum. The interim suspension was lifted by the Board on April 7, 2003, upon Hyland's compliance.

Special Stipulation: The Virginia State Bar, by Deputy Bar Counsel Harry M. Hirsch, and the Respondent Margaret Ellen Hyland, by Marvin D. Miller, Esq., her attorney, hereby stipulate that the following paragraphs lettered a. through h. constitute the misconduct stage evidence of the Respondent as to this complaint and shall be treated as such when and if this complaint is considered by the Board.

- a. There was never a completed agreement to retain Margaret Hyland to represent Keith Mummert.
- b. In order for there to be an agreement to retain Margaret Hyland to represent Keith Mummert, it would have been necessary for Keith Mummert and/or Kim Mummert to have signed the written agreement provided for the purpose of agreeing to hire her to represent him.
- c. The written agreement, whereby the Mummerts could have agreed to hire Margaret Hyland to represent Keith Mummert, was never signed and returned to Margaret Hyland.
- d. There was an initial payment towards the total amount due in order to retain Margaret Hyland to represent Keith Mummert, but the full retainer payment was never made.
- e. Absent the signed agreement, whereby the client accepted the offered terms of representation, and absent payment the full amount due to engage representation, there was no retention of Margaret Hyland as counsel on behalf of Keith Mummert.
- f. The down payment towards the amount due to retain Margaret Hyland was repaid.

- h. Because the retainer agreement was never signed by the client or on behalf of the client, and because the retainer amount was never paid

by the client or on behalf of the client, the Law Offices of Margaret Hyland were never retained to represent Keith Mummert.

II. NATURE OF MISCONDUCT:

Such conduct by Margarct Ellen Hyland constitutes the alleged misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

RULE 1.3 Diligence

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

RULE 1.15 Safekeeping Property

- (c) A lawyer shall:
 - (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.

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).

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application, in connection with 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

VSB Docket No. 03-060-0701 [Daniel]:

I. STIPULATIONS OF FACT:

Special Stipulation: The Virginia State Bar, by Deputy Bar Counsel Harry M. Hirsch, and the Respondent Margaret Ellen Hyland, by Marvin D. Miller, Esq., her attorney, hereby stipulate that the following paragraphs numbered 45 through 67 constitute the misconduct stage evidence of the bar as to this complaint and shall be treated as such when and if this complaint is considered by the Board.

45. On or about July 20, 2001, Complainant Roberta S. Daniel [Daniel] met Hyland regarding a divorce and paid Hyland an initial consultation fee of \$150.00. Hyland sent Daniel a retainer letter dated July 23, 2001, which Daniel signed on August 31, 2001. Daniel paid Hyland a retainer fee of \$2,000.00 by check dated August 31, 2001, number 0172, made payable to "Margaret E. Hyland, Escrow Acct."

46. Daniel's husband, Mickey Daniel [Mickey], and Daniel separated on or about February 27, 2001. They last cohabited in Grayson County, Virginia. Daniel signed a separation agreement dated February 27, 2001, on April 5, 2001.

47. The separation agreement recited, inter alia, that Daniel was to receive medical insurance coverage for one year, vehicles titled in her name and personal

property as agreed by Daniel and Mickey. Under the agreement, Mickey was to receive the marital home and any vehicles titled in his name. Jointly owned real property was to be the subject of subsequent agreement. Both parties waived spousal support.

48. The medical insurance which Mickey provided Daniel under the separation agreement contained a \$5,000.00 deductible.

49. During the marriage, Daniel had donated a kidney to Mickey's son. At or about Hyland's retention, Daniel was on supplemental security income payments receiving about \$1,000.00 per month as her sole source of income, suffering from Crohn's disease which she developed some time after donating a kidney to Mickey's son, unable to work, with only a few months left on the medical insurance coverage provided by Mickey under the separation agreement.

50. On August 31, 2001, Mickey filed for divorce in the Circuit Court of Grayson County, represented by John T. Kilby, Esq. [Kilby]. The divorce was based upon a one year separation and the separation agreement. Kilby filed the separation agreement and a notice to take depositions simultaneously with the bill of complaint. Hyland never filed an answer or any other document in the divorce case.

51. On September 4, 2001, Kilby faxed to Hyland the pleadings he had filed with an acceptance of service form. Posted service on Daniel was ultimately obtained on October 3, 2001.

52. Depositions were taken by Kilby of Mickey and a supporting witness on or about April 16, 2002. The depositions were filed in the Grayson County Circuit Court and included an appearance by Hyland by telephone. The depositions as filed with the court contained no questions by Hyland. But in Hyland's case file is another set of the same depositions, prepared by Hyland's paralegal which include questions from Hyland, questions about the property settlement agreement and personalty. The other set of depositions in Hyland's file were not filed with the circuit court. Neither set of depositions contains any indication of the presence of Daniel.

53. Daniel maintains that she attended depositions on April 16, 2002. Daniel provided Hyland with a written statement about her case prior to April 16, 2002, in preparation for depositions.

54. On or about May 17, 2002, Kilby sent a letter directly to Daniel and copied to Hyland enclosing copies of the bill of complaint, proposed final decree and the property settlement agreement and indicating his intention to obtain the final decree. Hyland's paralegal then wrote Kilby stating that Kilby should not have written to Daniel since Daniel was represented by Hyland. Kilby responded by stating that he did so because, inter alia, Hyland had never made a general appearance in the case, service was posted, and he did so on the advice of Judge Campbell.

55. A final decree of divorce was entered on May 31, 2002. The decree ratified the property settlement agreement.

56. Daniel wrote Hyland a letter dated June 2, 2002, in which Daniel stated, inter alia, that the case had gone on long enough, that she wanted Hyland to settle the case for no less than \$20,000 and the return of certain listed personalty, that she wanted to finalize the case "one way or the other."

57. Daniel received a copy of the decree from the circuit court and wrote to Hyland by letter dated June 11, 2002. In her letter Daniel stated, inter alia:

Why did I get this? You are my lawyer! I believe this
was suppose [sp] to all come through your office??

Why did I not get a copy of depos [sp]. Why did they
get this done? Please help! I am lost!

58. On June 24, 2002, Hyland filed a notice of appeal in the circuit court. On June 25, 2002, the clerk's office of the Court of Appeals of Virginia wrote Hyland indicating the notice of appeal was received without the required \$25.00 filing fee. Sharon Kelley from the clerk's office of the Court of Appeals left a telephone message for Hyland at her office indicating that the filing fee must be paid by July 8, 2002 or the case would be dismissed.

59. On or about July 29, 2002, Daniel met with Hyland.

60. On or about August 9, 2002, Daniel filed a bar complaint with the Virginia State Bar against Hyland.

61. On August 16, 2002, the Court of Appeals of Virginia dismissed the appeal for failure to pay the \$25.00 filing fee. Hyland failed to pay the filing fee

despite the fact that Daniel had a sufficiently large credit balance in Hyland's escrow account with which the filing fee could have been paid.

62. Hyland's billing records indicate that after the payment of the \$2,000.00 retainer fee, Daniel always had a credit balance in Hyland's escrow account which never was less than the credit balance of \$211.24, which was Daniel's final account balance as of July 22, 2002.

63. Hyland provided few legal services to Daniel, failed to handle Daniel's divorce case competently or diligently, prejudiced or damaged Daniel, failed to refund Daniel's remaining escrow funds timely and failed to withdraw properly from the representation.

64. Daniel was frequently unable to communicate with Hyland during the representation. Hyland failed to keep Daniel reasonably informed about the representation.

65. Although Hyland provided no legal services for Daniel after the ineffective filing of the notice of appeal, Hyland did not refund to Daniel the \$211.24 retainer credit balance until July 14, 2003, when Hyland issued to Daniel escrow account check number 188 on which was written, "return of escrow deposit."

66. Hyland abandoned Daniel's case.

67. During the bar investigation of this case, Hyland failed to comply with two subpoenas duces tecum issued by the Sixth District Committee and personally served on Hyland. The Virginia State Bar Disciplinary Board entered an order of

interim suspension of Hyland's license to practice law in the Commonwealth of Virginia effective March 28, 2003, to run until Hyland complied with the subpoenas duces tecum. The interim suspension was lifted by the Board on April 7, 2003, upon Hyland's compliance.

Special Stipulation: The Virginia State Bar, by Deputy Bar Counsel Harry M. Hirsch, and the Respondent Margaret Ellen Hyland, by Marvin D. Miller, Esq., her attorney, hereby stipulate that the following paragraphs lettered a. through g. constitute the misconduct stage evidence of the Respondent as to this complaint and shall be treated as such when and if this complaint is considered by the Board.

- a. Margaret Hyland did provide legal services to Ms. Daniel.
- b. Prior to Ms. Hyland entering the case, Ms. Daniel knowingly, voluntarily, and freely signed and executed a valid Property Settlement Agreement settling all contested issues between the parties.
- c. There was no valid legal basis to contest the knowing and voluntary execution of the Property Settlement Agreement by Ms. Daniel.
- d. There was no valid basis to appeal the divorce decree nor its adoption of the freely and voluntarily and knowingly entered Property Settlement Agreement.
- e. Ms. Daniel did receive a refund of moneys to her.
- f. Any delay in making refund payments had, as a contributing factor, the difficulty Ms. Hyland experienced as a consequence of the crash of her computer hard drive, which contained her financial records. It took sometime to extract and recreate that data so that it was accessible. Once that had been done, refunds were paid.

- g. Ms. Hyland did not cause harm or prejudice to Ms. Daniel, nor did she damage her cause. Ms. Daniel's "buyers' remorse" about a Property Settlement Agreement she knowingly, freely and voluntarily entered is not a basis to find that Margaret Hyland violated her obligations to the client. Likewise, there was no harm or prejudice to Ms. Daniel by the occurrence of the divorce.

II. NATURE OF MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes alleged misconduct in violation of the following provisions of the Virginia 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.

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).

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application, in connection with 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

VSJ Docket No. 03-060-1148 [Craig]:

I. STIPULATIONS OF FACT:

68. On or about October 20, 1999, Complainant Vickie Craig [Craig] retained Hyland to handle her divorce. Craig paid Hyland a retainer fee of \$1,000.00 by agreement in payments which were completed as of January 2001. Craig brought to her initial meetings with Hyland a proposed property settlement agreement which had been drafted by opposing counsel, John Mell [Mell].

69. Hyland filed a bill of complaint for divorce for Craig in the Circuit Court of Spotsylvania County, Virginia on May 9, 2000, based upon Va. Code Section 20-91(9). Mell filed an answer and cross bill on June 2, 2000. Hyland did not respond to the cross bill. No other substantive activity is reflected in the court file of the case.

70. In or about September of 2002, Craig learned from Adam Crickman, Esq. [Crickman], an attorney who was handling another legal matter for Craig, that he had received an e-mail from Hyland stating that she was closing her law

office. This was the first time Craig learned that Hyland was leaving the private practice of law.

71. Craig made numerous telephone calls to Hyland's office during the representation to determine the status of her case. Few of the calls were returned by Hyland. Hyland failed to keep Craig reasonably informed about her divorce representation.

72. Although Craig requested her file from Hyland's office, she did not receive it from the office.

73. In September of 2002, Hyland closed her law office and failed to notify Craig of that fact. Hyland gave Craig's case file to Jennifer M. Simmons, Esq. [Simmons]. Hyland had no authority to release Craig's file to another attorney.

74. Hyland abandoned Craig's case. Hyland failed to obtain the permission of the court to withdraw properly from Craig's pending court case. Hyland prejudiced or damaged Craig by failing to handle the divorce case diligently. Hyland failed to refund any unearned fees to Craig.

75. Craig ultimately learned that Simmons had possession of her divorce file from Hyland's office and Craig obtained a copy of the file from Simmons. Craig retained the services of Crickman to complete her divorce.

76. During the bar investigation of this case, Hyland failed to comply with two subpoenas duces tecum issued by the Sixth District Committee and personally served on Hyland. The Virginia State Bar Disciplinary Board entered an order of interim suspension of Hyland's license to practice law in the Commonwealth of

Virginia effective March 28, 2003, to run until Hyland complied with the subpoenas duces tecum. The interim suspension was lifted by the Board on April 7, 2003, upon Hyland's compliance

77. During the bar investigation of this case, it was determined that Hyland turned over to Simmons additional active client files without obtaining the permission of the clients to do so. Hyland failed to inform her active clients of the closure of her office or that their case files had been given to Simmons. Hyland abandoned her active clients when she closed her office.

78. During the bar investigation of the Craig case and a May 20, 2003 interview, Hyland represented to Investigator Oren M. Powell that she had given her trust account records to her financial advisor, Bob Brammer, in order for Brammer to determine which clients should receive refunds from her trust account. Subsequently, Powell interviewed Brammer and learned that Hyland had not requested Brammer to perform any services regarding her trust account.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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 1.6 Confidentiality of Information

- (a) A lawyer shall not reveal information protected by the attorney-client privilege under applicable law or other information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client unless the client consents after consultation, except for disclosures that are impliedly authorized in order to carry out the representation, and except as stated in paragraphs (b) and (c).

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 shall be returned to the client 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. Upon request, the client must also be provided 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); pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared 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.

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application, in connection with 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

VS B Docket No. 03-060-1631 [Wilson]:

I. STIPULATIONS OF FACT:

79. On or about May 2, 2002, Complainant Elizabeth Wilson [Wilson], retained Hyland with respect to custody, child support, visitation and divorce. Wilson paid Hyland a retainer fee of \$3,000.00.

80. On August 22, 2002, Hyland filed in the Circuit Court of the City of Fredericksburg a bill of complaint for divorce and a petition for pendente lite relief for the removal of Wilson's husband from the marital home. Wilson and her husband last cohabited in Spotsylvania County, Virginia. The bill of complaint sought a divorce based upon cruelty and constructive desertion.

81. A hearing in the Circuit Court of the City of Fredericksburg was set for September 23, 2002, on the petition for pendente lite relief. Opposing counsel filed a demurrer and a motion to transfer venue to Spotsylvania County.

82. Hyland also filed petitions in Spotsylvania County Juvenile and Domestic Relations District Court seeking child support, custody and visitation which were set for hearing on September 26, 2002. Hyland had previously obtained a preliminary protective order for Wilson in Spotsylvania County.

83. On September 23, 2002, the motion to transfer venue in the divorce case from the Circuit Court of the City of Fredericksburg to the Circuit Court of Spotsylvania County was granted. Wilson's pending petitions in Spotsylvania County were then withdrawn on the same date.

84. The court file from the Circuit Court of Spotsylvania County reflects that no further action was taken by Hyland in the divorce case

85. Sometime after the September 23, 2002, hearing Hyland informed Wilson that she was going to take a job with the local public defender's office and leave private practice.

86. Hyland gave Wilson's file to Simmons without the permission of Wilson. Wilson obtained her file from Simmons, not Hyland.

87. Hyland did not file a motion to withdraw from the pending divorce case.

88. As of September 12, 2002, the balance on Wilson's escrow account with Hyland was a credit of \$174.87. Hyland refunded the sum of \$174.87 to Wilson on or about July 17, 2003, noting the payment as "refund of escrow deposit."

89. Hyland failed to keep Wilson reasonably informed about the status of the case and to comply promptly with reasonable requests for information. Wilson sent Hyland e-mails dated, inter alia, July 1, 2002; August 5, 2002; and August 6, 2002, in which she voiced her concern about the representation and sought response from Hyland.

90. Wilson hired subsequent counsel to pursue the divorce case. Wilson filed a bar complaint against Hyland dated November 30, 2002.

91. Hyland failed to handle the representation of Wilson diligently and essentially abandoned Wilson's divorce case. Hyland failed to refund unearned fees timely.

92. During the bar investigation of this case, Hyland failed to comply with two subpoenas duces tecum issued by the Sixth District Committee and personally served on Hyland. The Virginia State Bar Disciplinary Board entered an order of interim suspension of Hyland's license to practice law in the Commonwealth of Virginia effective March 28, 2003, to run until Hyland complied with the subpoenas duces tecum. The interim suspension was lifted by the Board on April 7, 2003, upon Hyland's compliance.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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 1.6 Confidentiality of Information

- (a) A lawyer shall not reveal information protected by the attorney-client privilege under applicable law or other information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client unless the client consents after consultation, except for disclosures that are impliedly authorized in order to carry out the representation, and except as stated in paragraphs (b) and (c).

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).

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application, in connection with 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

VSF Docket No. 03-060-1657 [Jackson]:

I. STIPULATIONS OF FACT:

93. On or about April 6, 2001, Complainant Melissa A. Jackson [Jackson], met with Hyland pertaining to domestic relations issues. On or about April 16, 2001, Jackson signed a retainer agreement with Hyland.

94. Hyland was paid \$225.00 by a check dated April 16, 2001, from Mrs. Charles Staton and \$3,000.00 by check dated April 16, 2001, from Mrs. Charles Staton. The latter check was made payable to "Margaret E. Hyland Escrow Acct." Said checks constituted attorney's fees paid to Hyland on behalf of Jackson and were credited to Hyland's billing account for Jackson on April 17, 2001.

95. Jackson had filed, pro se, petitions for child support and spousal support on April 9, 2001, in the Spotsylvania County Juvenile and Domestic Relations District Court. On April 27, 2001, the issues of custody and visitation were referred to mediation. On June 26, 2001, orders were entered by said court for temporary child support and spousal support to be paid to Jackson. A property settlement agreement was entered into on August 18, 2001, after the mediation.

96. Jackson had initially told Hyland not to proceed with a divorce. However, in or about October of 2001, Jackson asked Hyland to proceed with a divorce. Hyland neither pursued a divorce for Jackson nor informed Jackson that she would not pursue a divorce for Jackson.

97. In a telephone message to Hyland's office dated October 22, 2001, Jackson sought the status of the paperwork for a divorce. In a telephone message to Hyland's office dated October 31, 2001, Jackson indicated she wanted the

divorce finalized and asked whether it could be rushed. In an e-mail to Hyland dated May 8, 2002, Jackson indicated that she needed to get the divorce done "ASAP," and said, "Let's get this over with!" In an e-mail to Hyland dated July 29, 2002, Jackson stated that she looked forward to finalizing the divorce. In an e-mail dated October 30, 2002, Jackson indicated that she wanted to finalize the divorce.

98. Jackson had difficulty communicating with Hyland during the representation and Hyland failed to keep Jackson reasonably informed about the status of the representation and to comply promptly with reasonable requests for information. In addition to several e-mails sent to Hyland, Jackson made numerous telephone calls to Hyland's office and left messages for Hyland. Few of such calls were returned by Hyland. After a July 29, 2002, telephone call, Jackson was unable to find Hyland.

99. Jackson filed a bar complaint against Hyland on December 6, 2002, and subsequently retained new counsel.

100. In a December 13, 2002, e-mail to Hyland, Jackson stated that if Hyland was withdrawing from the representation, Jackson wanted a copy of her file, a refund of any remaining retainer fee and she wanted Hyland to submit whatever paperwork was necessary in order for Hyland to withdraw.

101. Subsequent counsel for Jackson, Barry Waldman [Waldman], wrote Hyland a letter dated February 26, 2003, noting his representation and asking for a copy of Hyland's file for Jackson.

102. Hyland abandoned Jackson's divorce case and failed to handle the representation diligently. Hyland's failure to proceed with the divorce for Jackson, or alternatively to inform Jackson that she was not going to proceed with the divorce, prejudiced or damaged Jackson.

103. Hyland failed to withdraw properly from the representation and failed to return Jackson's file to her.

104. The billing records of Hyland for the representation indicate that as of the last charge against the retainer on September 10, 2002, Jackson had a credit balance of \$656.90. Said sum was not refunded to Jackson until July 17, 2003. Hyland noted the payment as "return of escrow deposit." Hyland failed to return the unearned fees timely.

105. During the bar's investigation of this case, Hyland failed to comply with two subpoenas duces tecum issued by the Sixth District Committee and personally served on Hyland. The Virginia State Bar Disciplinary Board entered an order of interim suspension of Hyland's license to practice law in the Commonwealth of Virginia effective March 28, 2003, to run until Hyland complied with the subpoenas duces tecum. The interim suspension was lifted by the Board on April 7, 2003, upon Hyland's compliance.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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

- (c) A lawyer shall:
- (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.

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).

RULE 8.1 Bar Admission And Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application, in connection with any certification required to be filed as a condition of maintaining or renewing a license to practice law, 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

VSB Docket No. 03-060-1787 [Washington]:

I. STIPULATIONS OF FACT:

106. On October 31, 2001, Complainant Phillip M. Washington [Washington] was brought to trial in the Circuit Court of Stafford County on charges of malicious wounding and wounding in the commission of a felony. The trial resulted in a mistrial. Washington was subsequently again brought to trial on the same charges and on January 15, 2002, Washington was convicted of malicious wounding and wounding in the commission of a felony and sentenced to life plus twelve months. Joseph Synan [Synan] and Hyland were court-appointed counsel for Washington. Washington noted his desire to appeal the convictions.

107. On or about January 22, 2002, Washington filed, pro se, a notice of appeal and a sketch order for transcript preparation and filing. Both pleadings showed Hyland as his attorney, but not Synan. Washington also filed correspondence with the Court of Appeals indicating that Hyland was his attorney, but not Synan.

108. Washington filed a motion in the Court of Appeals of Virginia seeking the dismissal of Synan and Hyland as his attorneys. The motion was denied.

109. On January 30, 2002, a Clerk's Assistant at the Court of Appeals of Virginia sent a letter addressed to Synan and Hyland at Hyland's mailing address referencing a letter from Washington indicating a desire to appeal. In the letter the clerk also stated that, "...under Code Section 19.2-159 your appointment as Phillip Washington's attorney continues through any appeals of this matter."

110. Notice from the Court of Appeals of Virginia indicating the receipt of the trial court record and stating filing deadlines in the appeal was issued on or

about April 15, 2002. Said notice reflects Hyland as “petitioner’s attorney” and Synan as “other.”

111. The transcript of the proceeding which resulted in a mistrial was not timely filed. The Court of Appeals issued an order of show cause on April 15, 2002, requiring the appellant to reply on or before April 30, 2002, why the appeal should not be dismissed and to include any questions properly presented by the appeal and preserved for appellate review which could be considered without resort to the mistrial transcript.

112. By order entered May 9, 2002, the Court of Appeals dismissed Washington’s appeal since no response was made to the show cause order.

113. Washington wrote an August 22, 2002, letter to the Clerk of the Court of Appeals of Virginia asking for a copy of the petition for appeal and the brief in opposition. A deputy clerk responded by letter dated September 26, 2002, indicating that the requested pleadings had not been filed and the trial court record had been returned.

114. Washington filed a bar complaint against Hyland dated November 13, 2002.

115. On or about March 28, 2003, Washington filed a petition for writ of habeas corpus reciting the failure to file his appeal.

116. On or about April 20, 2003, Washington filed a motion to obtain trial transcripts in the Circuit Court of Stafford County.

117. By order entered on May 19, 2003, the Circuit Court of Stafford County found that an order had been entered on January 22, 2002, for the preparation of transcribed proceedings in the case; that Hyland had received a copy of same; and that Washington was entitled to a copy of same. The court ordered Hyland "and/or her co-counsel" Synan to provide the transcripts to defendant no later than June 16, 2003, and to file a certification with the court no later than June 17, 2003.

118. On June 18, 2003, Washington was granted a late appeal by the Court of Appeals of Virginia.

119. By letter dated June 19, 2003, the Honorable Ann Hunter Simpson wrote a letter to Hyland and Synan reciting the entry of the May 19, 2003 order and the fact that the required certification had not been filed.

120. Judge Simpson followed up her letter with telephone calls to Hyland and Synan. Hyland subsequently delivered all but one transcript to Synan. After Hyland found the remaining transcript she delivered it to Synan. Synan delivered the transcripts to subsequent appellate counsel Joseph Brown who had been appointed on July 1, 2003.

121. On July 9, 2003, a rule was issued by the Circuit Court of Stafford County to Hyland to show cause why she should not be held in contempt of court for failing to file a certificate of compliance of the May 19, 2003 order. On September 12, 2003, on the motion of Hyland, the matter was continued to a date to be determined through chambers.

122. During an interview of Hyland by Investigator Oren M. Powell, Hyland stated that she and Synan had agreed to split duties on the appeal but neither of them had followed up on the appeal. When asked why she did not follow up on the appeal, Hyland could state no reason.

123. According to Synan, Washington never asked him to pursue an appeal, but some time after Washington's trial, Hyland told Synan she had been asked to pursue Washington's appeal, had the transcripts and was working on the appeal. According to Synan, he told Hyland to let him know if she needed any help with the appeal, but Hyland never did so. According to Synan, he never received any mail from the Court of Appeals regarding an appeal for Washington.

124. Hyland failed to keep Washington reasonably informed about the status of the appeal and promptly comply with reasonable requests for information. Hyland failed to handle Washington's appeal competently or diligently. Hyland failed to withdraw properly from the representation.

125. As Washington's court-appointed attorney and upon his desire to appeal his convictions, Hyland was obligated to pursue his appeal through the Virginia Supreme Court. See Dodson v. Director of the Department of Corrections, 233 Va. 303 (1987); Kuzminski v. Commonwealth, 8 Va. App. 106 (1989) or properly withdraw.

II. STIPULATED MISCONDUCT:

Such conduct on the part of Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia 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.

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).

YSB Docket No. 03-060-1812 [Bowman]:

I. STIPULATIONS OF FACT:

126. On or about June 3, 2002, Hyland was court-appointed to represent Complainant Alexander Bowman [Bowman] in Stafford County, Virginia on one felony count of malicious wounding by a mob. He was convicted of the charge.

127. At sentencing Bowman indicated his intention to appeal the conviction, and Hyland was allowed by the court to withdraw from the representation as to the appeal.

128. Bowman made two written requests to Hyland for his file resulting from her representation, once on February 27, 2003, and again on May 6, 2003.

129. Hyland failed to honor Bowman's requests for his file in the case.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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 shall be returned to the client 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. Upon request, the client must also be provided 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); pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal

memoranda, and other attorney work product documents prepared 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.

VSJ Docket No. 03-060-2378 [Bicknell]:

I. STIPULATIONS OF FACT:

130. On or about April 15, 2002, Complainant Paul Bicknell [Bicknell], entered into a retainer agreement for Hyland's representation on a child support issue. Bicknell had received a March 28, 2002 letter from the attorney for his former wife seeking child support arrearage. On April 18, 2002, Hyland was paid the sum of \$2,000.00 as a retainer fee in the form of two payments of \$1,000.00 each. Simmons had previously represented Bicknell on the issue.

131. On or about September 30, 2002, Bicknell received a summons for a December 11, 2002 hearing in Spotsylvania County on the child support issue. Bicknell began calling Hyland in an attempt to reach her about the hearing date. Although he left messages for Hyland to return his call, she never did so.

132. At some point, Hyland's phone message machine contained a message that the caller should contact Simmons. Hyland never informed Bicknell that she was closing her office.

133. Bicknell contacted Simmons and learned that she had his case file from Hyland's representation.

134. Bicknell hired Simmons to complete the representation and the child support arrearage matter was settled. Initially, Simmons indicated to Bicknell that Hyland would transfer to Simmons any existing trust account balances for Bicknell. However, Simmons never received any funds from Hyland for Bicknell. Bicknell paid Simmons \$500.00 to complete the representation.

135. Bicknell attempted to contact Hyland for the purpose of obtaining a refund of the retainer since the billing statements he received showed a positive balance on account of \$1,370.00 which was also the balance on account for Bicknell as of March 31, 2003. However, Bicknell was unsuccessful.

136. Bicknell, who lives in Maryland, went to Fredericksburg on January 16, 2003, to file suit against Hyland for the return of the funds paid to her for the child support representation. Bicknell ran into Hyland at the courthouse and Hyland told Bicknell she would put a check in the mail to him that night. Accordingly, Bicknell refrained from filing suit that date.

137. After not receiving a check from Hyland, Bicknell filed suit against Hyland and filed the instant bar complaint. A default judgment was rendered in favor of Bicknell. Bicknell initiated garnishment proceedings against Hyland.

138. Hyland performed few if any legal services for Bicknell and made no appearance in court on behalf of Bicknell. Opposing counsel, Bruce Strickland, did not know Bicknell had retained Hyland in the child support arrearage case.

139. Hyland's billing record as of March 31, 2003, for her representation of Bicknell, shows the last activity having occurred on June 12, 2002, and a credit balance thereafter of \$1,370.00. Hyland did not refund the \$1,370.00 until on or about July 17, 2003. Hyland noted the refund payment as "return of deposit."

140. Hyland failed to handle Bicknell's representation diligently and abandoned the representation. Hyland failed to communicate reasonably with

Bicknell, failed to withdraw properly from the representation and failed to refund unearned fees to Bicknell timely.

II. STIPULATED MISCONDUCT:

Such conduct on the part of Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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

- (c) A lawyer shall:
 - (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.

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).

VS B Docket No. 03-060-2194 [Krpata]:

I. STIPULATIONS OF FACT:

141. Complainant Gail Krpata [Krpata] retained Hyland to represent her in a divorce case in which suit had already been filed by her husband and Krpata had filed an answer to the suit, pro se. A written retainer agreement with Hyland was signed by Krpata on July 9, 1998, pertaining to spousal support, a property settlement agreement and a divorce. Hyland made an appearance in the pending divorce case on July 14, 1998. Krpata was receiving Social Security Disability Income payments during the divorce case.

142. A limited property settlement agreement was entered into by Krpata and her husband on August 7, 1998.

143. Upon Hyland's motion to refer the case to a special commissioner, a special commissioner was appointed on April 19, 1999, to determine certain issues including spousal support. A hearing was never held before the special commissioner because Krpata could not pay her \$3,500.00 portion of the fees required by the special commissioner to be paid in advance of the proceeding.

144. In or about March of 2000, Krpata's husband stopped paying the \$810.00 per month spousal support he had been paying to Krpata in accordance

with the limited property settlement agreement. That month Hyland told Krpata that she would pursue restoring the spousal support in court, but Hyland failed to do so.

145. By her letter to Hyland dated November 20, 2000, Krpata asked Hyland to help her end the case.

146. In letters which he sent to Hyland in November 2000 through January 2001, Russell Hatchl [Hatchl], counsel for Krpata's husband, expressed his concern that Hyland did not respond to his written settlement proposals. In his letter to Hyland dated November 28, 2000, Hatchl stated he was also sending the letter to Krpata at his client's insistence since Hyland had not responded to prior correspondence and he asked whether Hyland was no longer representing Krpata. In his letters to Hyland dated December 8, 2000 and January 2, 2001, Hatchl asked Hyland to let him know if she was no longer representing Krpata.

147. Hatchl's last contact with Hyland in the case was on March 2, 2001, when he replied in writing to Hyland's February 27, 2001 counter proposal.

148. In or about April of 2001, Hyland called Krpata and indicated, inter alia, that she would pursue obtaining spousal support in court. Hyland failed to do so.

149. In an August 24, 2001, letter to Hyland, Krpata indicated that she could wait no longer to complete the divorce.

150. Hyland met with Krpata in her office on November 13, 2001, and kept notes of the meeting in her file. Those notes state that Krpata's goal was to obtain a "quick resolution" of the divorce case.

151. Krpata last met with Hyland on February 20, 2002, when Hyland again told Krpata that she would pursue spousal support in court. Hyland failed to pursue spousal support in court.

152. After February 20, 2002, Krpata sent Hyland mail electronically and by letter indicating she needed to get the spousal support reinstated, she wanted to get the case completed and she was still waiting to receive information from Hyland about her case.

153. After February 20, 2002, Hyland essentially abandoned Krpata and her divorce case.

154. Krpata filed a bar complaint on or about January 21, 2003. During her interview by Virginia State Bar Investigator Oren M. Powell, Krpata indicated that she did not know Hyland had closed her office and was shocked to learn that Hyland had gone to work for the Office of the Public Defender in Fredericksburg, Virginia. Hyland failed to reasonably communicate with Krpata during the representation and failed to conduct the representation diligently.

155. During the representation, Krpata paid to Hyland a total of \$7,530.00. According to Hyland's billing records as of March 31, 2003, Krpata had a trust account credit balance of \$1,856.40.

156. Hyland did not refund the \$1,856.40 until she sent Krpata a check for that amount with a letter dated July 17, 2003. According to Hyland's billing record, the last service provided to Krpata was the February 20, 2002 meeting. Hyland noted the refund payment as "return of escrow deposit". Hyland failed to return the unearned fee timely.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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

- (c) A lawyer shall:
 - (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.

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).

VSB Docket No. 03-060-2715 [Coppage]:

I. STIPULATIONS OF FACT:

157. In or about May 17, 1999, Complainant Jennifer Coppage [Coppage] retained Hyland for representation involving issues of divorce and custody. The cost for the representation was \$1,000.00 including all out of pocket expenses, to

be paid in payments. Coppage and her husband, Clayton, had separated on or about February 13, 1999. Coppage paid Hyland the full \$1,000.00 as of May 31, 2000.

158. The issue of child support was the subject of an order entered on or about September 22, 1999, in the Spotsylvania County Juvenile and Domestic Relations District Court. The issues of custody and visitation were the subject of an order entered on or about August 25, 2000 in said court. [orders]

159. Coppage received a letter from Hyland's office dated May 10, 2000, with a draft bill of complaint.

160. A bill of complaint was filed by Hyland in the Spotsylvania County Circuit Court on January 25, 2001, seeking a divorce a vinculo matrimonii based upon a period of separation in excess of one year.

161. Depositions were taken on or about February 28, 2001.

162. On June 10, 2001, Hyland wrote a letter to Clayton about the divorce. Clayton was apparently an unrepresented party in the divorce. In the letter Hyland indicated that Clayton had filed no responsive pleadings and had not attended the depositions. Hyland stated she wished to bring the case to a close and she asked Clayton whether he had any disagreement with what was stated in the bill of complaint. Hyland indicated that she would draft a final decree and if Clayton signed it, she would submit it to the court. Hyland also indicated that Clayton "will not be required to file any pleadings or appear at any court hearings." Hyland stated in the letter that "there are no real issues being raised by these proceedings."

163. Hyland filed a sketch final decree in the divorce case which was endorsed by Clayton. The final decree recited, inter alia, that the orders were ratified, confirmed, approved and incorporated but not merged into the decree by reference. There were no outstanding unresolved issues as of the filing of the sketch decree.

164. By her certified letter dated August 7, 2002 to Hyland, Coppage asked for the status of the divorce and indicated that Clayton had asked her on several occasions about the status of the divorce. Coppage stated in the letter that she hoped the case could be "cleared up in a timelier manner."

165. By her letter to Hyland dated October 25, 2002, Coppage indicated that she had tried reaching Hyland many times for the status of the divorce and was getting frustrated because she wished to move on with her life. Coppage asked Hyland to let her know what was going on in the case.

166. Coppage made many telephone calls to Hyland seeking the status of her divorce case and left messages for Hyland to return her calls. Few, if any, of said messages were returned by Hyland.

167. Coppage never was informed by Hyland that she was closing her office. Coppage telephoned Hyland on three occasions at the office of the public defender and was told by Hyland that she was getting paperwork together for Coppage.

168. Hyland failed to reasonably communicate with Coppage about the divorce case.

169. Coppage filed a complaint with the Virginia State Bar dated March 5, 2003. As of May 20, 2003, when Hyland was interviewed by Investigator Oren M.

Powell with respect to the Coppage bar complaint, the case had not been completed.

170. According to Coppage, because the divorce has not been completed, she has been unable to file for an earned income tax credit.

171. Hyland failed to withdraw properly from the Coppage representation and failed to conduct the representation of Coppage diligently.

II. STIPULATED MISCONDUCT:

Such conduct on the part of Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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 1.16 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).

VSB Docket No. 03-060-3034 [Dulaney]:

I. STIPULATIONS OF FACT:

172. On or about June 10, 2002, Complainant David Dulaney [Dulaney] retained Hyland to pursue an uncontested divorce. Dulaney and his wife had separated or or about March 1, 1997.

173. Dulaney and his wife had already executed a property settlement agreement [PSA] on August 1, 2001, which had been prepared by Dulaney's former attorney. The PSA resolved the issues of custody, visitation and child support.

174. On July 3, 2002, Dulaney paid Hyland a total of \$576.00 as the retainer plus costs.

175. Hyland filed a bill of complaint on or about July 23, 2002, in the City of Fredericksburg Circuit Court. An amended bill of complaint was filed two days later. Depositions were taken on or about August 20, 2002. A final decree of divorce endorsed by Dulaney's wife was filed with the court.

176. Dulaney waited until October of 2002, to telephone Hyland about the status of the divorce and was told that the court had some questions which needed to be resolved before the court would enter a final decree of divorce.

177. Subsequently, in efforts to reach Hyland, Dulaney found that Hyland's telephone number was not in service. As a result, Dulaney went to Hyland's office and found that it was closed. Then he went to the office of the Clerk of the Circuit Court of the City of Fredericksburg and learned that Hyland was working at the Office of the Public Defender. Dulaney called Hyland at the Office of the Public Defender many times and left messages for her to return his calls when he did not reach her. When he did reach Hyland, she gave him various reasons why she could

not talk to him or had not completed the representation. Hyland returned only one of those telephone messages.

178. Dulaney filed a bar complaint dated March 24, 2003. When Hyland was interviewed by Investigator Oren M. Powell, Hyland indicated that she thought an amended decree had been filed but had lost her case file. Later when she found the file, she discovered that an amended decree had not been filed. Hyland's file contained an amended final decree.

179. The billing record for the representation as of March 31, 2003, reflected a \$248.00 credit balance. Hyland did not refund the credit balance to Dulaney until on or about July 17, 2003. Hyland noted the refund payment as "return of escrow deposit." Hyland failed to return the unearned fee timely.

180. A final decree was later entered on or about October 23, 2003. Tim Wall, Esq. endorsed the final decree on behalf of Dulaney.

181. Hyland failed to reasonably communicate with Dulaney, failed to handle the representation diligently and complete it and failed to withdraw properly.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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 1.16 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).

VSb Docket No. 03-060-3888 [McCreless]

I. STIPULATIONS OF FACT:

182. On or about July 31, 2002, Complainant Mary McCreless entered into a retainer agreement with Hyland to pursue a divorce. The retainer agreement recited an attorney's fee of \$500.00 plus costs and expenses.

183. McCreless paid Hyland \$500.00 as attorney's fees in two equal checks of \$250.00 each and an additional \$78.00 as filing fees. Hyland's billing record for the McCreless representation indicates that a \$250.00 check and a \$78.00 check were credited to the billing record on August 7, 2002; and the second payment of \$250.00 was credited on September 27, 2002.

184. According to McCreless, Hyland agreed to begin working on the divorce after the first \$250.00 payment was made. McCreless told Hyland that she had not had contact with her husband for two years and did not know his whereabouts, and she and her husband last lived together in Stafford County, Virginia. Hyland told McCreless the divorce would have to be filed in Stafford County and Hyland would put a notice in the newspaper for the divorce case.

185. On or about August 21, 2002, Hyland filed a bill of complaint in the City of Fredericksburg Circuit Court for a divorce based upon a one year separation. In the pleading, Hyland recited, inter alia, that there were no children from the marriage, no property issues to be adjudicated and asked that a property settlement agreement be affirmed. The return of service for the resulting subpoena in chancery with bill of complaint attached showed the defendant “not found.”

186. Hyland also filed in the Circuit Court a notice for depositions to be taken on September 16 [year not stated].

187. In or about January of 2003, McCreless moved to Fredericksburg from Woodbridge and began trying to contact Hyland for the status of her divorce. McCreless learned that Hyland was working at the Office of the Public Defender and called that office many times between January 2003 and June 2003 leaving voice mail messages for Hyland to contact her about the divorce.

188. On or about March 12, 2003, McCreless sent Hyland a letter by facsimile transmission indicating that she had left several voice mail messages for Hyland. In the letter McCreless asked, “Am I divorced?” and stated, “If not, I want an immediate refund mailed to my address, the \$500.00 we paid, for services you never provided.” The letter stated the address and telephone numbers where Hyland could reach McCreless. McCreless received no response to the letter.

189. McCreless filed a bar complaint with the Virginia State Bar dated June 17, 2003.

190. Hyland did not inform McCreless of the closing of her law office. Hyland failed to keep McCreless reasonably informed during the representation, failed to handle the divorce representation of McCreless diligently, failed to withdraw properly from her representation of McCreless, failed to return unearned fees and abandoned the divorce case of McCreless.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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

- (c) A lawyer shall:
 - (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.

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).

VSB Docket No. 04-060-0638 [VSB/Deneke]:

I. STIPULATIONS OF FACT:

191. In or about March of 2002, Yancy Blue [Blue] was arrested on charges of breaking and entering and grand larceny in Stafford County, Virginia. Blue retained Hyland to represent him on the charges. Blue paid Hyland a total of \$950.00 in four payments.

192. Hyland's office wrote letters to the Commonwealth's Attorney and the Clerk of the Circuit Court noting Hyland's representation of Blue. Hyland filed a praecipe noting her retention for the preliminary hearing.

193. Hyland appeared as counsel for Blue at the May 14, 2002 preliminary hearing, the July 1, 2002 arraignment and a January 10, 2003 initial trial date at which Hyland was given a continuance to April 22 and 23, 2003. By letter dated February 26, 2003, Hyland requested the issuance of subpoenas for five witnesses for the trial.

194. On the motion of the Commonwealth, the trial was continued to August 19 and 20, 2003, with the agreement of Hyland.

195. On or about August 4, 2003, Blue delivered to the Stafford County Commonwealth's Attorney's office a pro se motion for continuance because he could not find Hyland, his witnesses had not been served and he needed sufficient time to hire new counsel. Senior Assistant Commonwealth's Attorney Sarah Deneke [Deneke] noticed Blue in the office and brought him before the Honorable

James Haley, Judge of the Stafford County Circuit Court, that day so Blue could explain his situation.

196. In the August 4, 2003 proceeding, Blue related to the Court on the record his unsuccessful efforts at trying to reach Hyland about his case. Deneke also appeared in the proceeding and indicated that she had been unable to find Hyland. The Court took the jury trial off of the Court's docket for August 19 and 20, 2003, and set the case for December 1, 2003, for Blue to report to the Court the name of his new attorney and to set a new trial date. The Court retained the case on the docket for August 19, 2003, to determine its status.

197. Hyland failed to appear in the case on August 19, 2003.

198. Hyland failed to represent Blue diligently on the two criminal charges, failed to reasonably communicate with Blue during the representation, failed to withdraw properly, failed to return to Blue any paid fees which were unearned, and abandoned Blue in the representation.

II. STIPULATED MISCONDUCT:

Such conduct by Margaret Ellen Hyland constitutes misconduct in violation of the following provisions of the Virginia Rules of Professional Conduct:

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 1.16 Declining Or Terminating Representation

- (c) In any court proceeding, counsel of record shall not withdraw except by leave of court after compliance with notice requirements pursuant to applicable rules of court. In any other matter, a lawyer shall continue representation notwithstanding good cause for terminating the representation, when ordered to do so by a tribunal.
- (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).

PROPOSED DISPOSITION:

Accordingly, Deputy Bar Counsel Hirsch and the Respondent tender to a panel of the Virginia State Bar Disciplinary Board for its approval the agreed disposition of a DISABILITY SUSPENSION, pursuant to Rules of Court, Part Six, Section IV, Paragraph 13.I.6., as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board at this time.

The basis for the Disability Suspension is documentation which shall be presented to the panel considering this Agreed Disposition.

It is agreed that in accordance with applicable provisions of Rules of Court, Part Six, Section IV, Paragraph 13, the Respondent may seek to terminate the Disability Suspension upon application to the Board; however, the burden of

proving the termination of the Disability shall be on the Respondent. Upon receipt of a request from the Respondent to do so, the Board shall hold a hearing on the issue of termination of the Disability. The suspension shall be terminated only upon determination by the Board that the disability no longer exists.

It is agreed that upon the termination of the Disability Suspension, the bar may proceed on the exhibits filed in all of the cases herein and the stipulated facts and stipulated misconduct in all but the Keith Mummert and Daniels cases. In the Keith Mummert case, VSB Docket No. 01-060-2847, and the Daniel case, VSB Docket No. 03-060-0701, the bar and the Respondent shall proceed only on the exhibits filed and the stipulated facts stated herein in said cases. The bar and the Respondent did not stipulate to rule violations in those two cases. It is further agreed that the Board shall conduct a misconduct determination proceeding in the Keith Mummert and Daniel cases based upon the stipulated facts herein to determine whether said facts constitute violations of any of the cited disciplinary rules. Upon consideration of all of the cases herein in which disciplinary rule violations are admitted or found, the Board shall then conduct a sanctions proceeding to determine an appropriate sanction for said violations.

It is further agreed that in imposing discipline in any of the cases herein, the Board may also consider the finding of Disability as mitigation if it finds that the stipulated or found misconduct resulted from the Disability. It is further agreed, however, that in all of the cases, the originally certified alleged disciplinary rule violations which involved an element of intent or otherwise purposeful conduct

have been deleted and are not included in this Agreed Disposition specifically because of the agreement on the existence of a Disability.

It is further agreed that in all proceedings pertaining to the existence of a Disability and/or the determination of rule violations and sanctions for rule violations, Respondent agrees and consents that all of her records pertaining to her Disability and treatment shall be available to the bar and the Board, are admissible in said proceedings and shall be incorporated into the Board's file.

It is further agreed that if the Board approves the agreed disposition, in accordance with Rules of Court, Part Six, Section IV, Paragraph 13.M., Margaret Ellen Hyland will forthwith give notice by certified mail, return receipt requested of the suspension of her license to practice law in the Commonwealth of Virginia, to all clients for whom she is currently handling matters and to all opposing attorneys and presiding judges in pending litigation. Margaret Ellen Hyland will also make appropriate arrangements for the disposition of matters then in her care in conformity with the wishes of her clients. Margaret Ellen Hyland will give such notice within fourteen (14) days of the effective date of the Disability Suspension and make such arrangements as are required herein within forty-five (45) days of the effective date of the Disability Suspension. Margaret Ellen Hyland will furnish proof to the bar within sixty (60) days of the effective date of the suspension that such notices have been timely given and such arrangements for the disposition of matters made. Issues concerning the adequacy of the notice and arrangements required by said rule will be determined by the Virginia State Bar Disciplinary

Board, which may impose a sanction of revocation or suspension for failure to comply with the requirements of said rule.

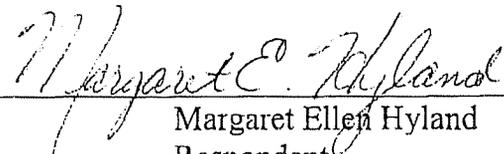
It is further agreed that costs shall be assessed in accordance with Rules of Court, Part Six, Section IV, Paragraph 13.

The Respondent agrees that her prior record will be furnished to the panel of the Disciplinary Board considering this Agreed Disposition.

THE VIRGINIA STATE BAR

By 

Harry M. Hirsch
Deputy Bar Counsel



Margaret Ellen Hyland
Respondent



Marvin D. Miller
Respondent's Counsel