



VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTERS OF

HARRISON BENJAMIN WILSON, III

VSB DOCKET NOS. 01-032-2016 [McCollum]
 02-032-0589 [VSB/Dohnal]
 02-032-1013 [Lacoste]
 02-032-1803 [Taylor]
 02-032-3683 [VSB/Stillman]
 02-032-3891 [Banks]
 02-032-3931 [Southerland]
 03-032-1190 [Coggins]
 03-032-1810 [VSB/Lambert]

ORDER
SUSPENSION WITH TERMS

These matters came on to be heard on April 8, 2004, upon an Agreed Disposition between the Virginia State Bar and the Respondent, Harrison Benjamin Wilson, III.

A duly convened panel of the Virginia State Bar Disciplinary Board consisting of Werner H. Quasebarth, Lay Member; James L. Banks, Jr., Esq.; David R. Schultz, Esq.; and Robert L. Freed, Esq., Vice Chair, presiding, considered the matters by telephone conference. The Respondent, Harrison Benjamin Wilson, III, did not appear. Murray J. Janus, Esq., appeared as counsel for Respondent Harrison Benjamin Wilson, III. Deputy Bar Counsel Harry M. Hirsch appeared for the Virginia State Bar.

Although a fifth Disciplinary Board member was scheduled to participate in the telephone conference call as a lawyer member of the panel, that person was

unable to do so. Upon inquiry from the presiding Vice Chair, counsel for the bar and Mr. Wilson agreed to proceed with a panel consisting of four members of the Disciplinary Board.

Upon due deliberation, it is the decision of the Virginia State Bar Disciplinary Board to accept the Agreed Disposition as to the first nine cases captioned in the Agreed Disposition. A copy of the Agreed Disposition shall be attached hereto and is incorporated herein by reference except as to the reference in its caption to VSB Docket No. 03-032-2091. For clarity, it is noted that the reference in the caption of the Agreed Disposition to VSB Docket No. 03-032-2091 is inapplicable to these proceedings since the case was not certified to the Disciplinary Board but was dismissed by the Third District Subcommittee, Section Two.

The Disciplinary Board finds by clear and convincing evidence the Stipulations of Fact and the Disciplinary Rules violations as stated in the Agreed Disposition.

IT IS ORDERED, effective April 8, 2004, that the license to practice law in the Commonwealth of Virginia of Respondent Harrison Benjamin Wilson, III, is Suspended until January 1, 2005, with Terms. The terms and conditions to be fulfilled by the Respondent, and the alternative sanction upon terms failure, are those stated in the Agreed Disposition.

IT IS FURTHER ORDERED that, in accordance with Rules of Court, Part Six, Section IV, Paragraph 13.M., Harrison Benjamin Wilson, III, shall forthwith

give notice by certified mail, return receipt requested of the suspension of his license to practice law in the Commonwealth of Virginia, to all clients for whom he is currently handling matters and to all opposing attorneys and presiding judges in pending litigation. Harrison Benjamin Wilson, III, shall also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of his clients. Harrison Benjamin Wilson, III, 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. Harrison Benjamin Wilson, III, 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 this subparagraph.

IT IS FURTHER ORDERED, pursuant to Part Six, Section IV, Paragraph 13.B.8.c.of the Rules of the Supreme Court, the Clerk of the Disciplinary System shall assess costs.

The court reporter who transcribed the telephone conference on April 8, 2004, was Dorothy J. Lewis of Chandler & Halasz, P.O. Box 9349, Richmond, VA 23227.

A copy teste of this Order shall be served upon the Respondent, Harrison Benjamin Wilson, III, by certified mail, return receipt requested, to Sacks & Sacks, P.C., Suite 501, Town Point Center, 150 Boush Street, Norfolk, VA 23510, his address of record with the Virginia State Bar; and mailed by first class mail to Murray J. Janus, Esq., counsel for the Respondent; and delivered by hand to Deputy Bar Counsel Harry M. Hirsch at the Virginia State Bar.

ENTERED THIS 16th DAY OF April, 2004

VIRGINIA STATE BAR DISCIPLINARY BOARD

BY



Robert L. Freed, Vice Chair

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IN THE MATTERS OF

HARRISON BENJAMIN WILSON, III

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 03-032-1810 [VSB/Lambert]
 03-032-2091 [VSB/Anonymous]

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 Harrison Benjamin Wilson, III, by Murray J. Janus, Esq., his attorney, hereby enter into the following Agreed Disposition arising out of the above-referenced matters.

At all times relevant to these cases the Respondent, Harrison Benjamin Wilson, III [Wilson] was an attorney licensed to practice law in the Commonwealth of Virginia.

VSB Docket No. 01-032-2016 [McCollum]:

I. STIPULATIONS OF FACT

Wilson was hired in 1998 by Complainant Ronald McCollum [McCollum] for a federal case involving employment discrimination and defamation. Wilson was paid \$1,500.00 as a fee and he was to receive one-fourth of any recovery according to the written fee agreement. McCollum states there were actually three matters of discrimination about which Wilson agreed to represent him but the written agreement only recites "Federal Court – EEOC Tribunal". The defamation part of the case was dismissed. The remaining case was later dismissed on a summary judgment motion on March 27, 2000 after the court had given Wilson 30 days to amend the complaint based on his response to the summary judgment motion in which Wilson pled that a failure to promote was central to the case. The court gave Wilson the opportunity to amend the complaint to include that allegation. Wilson then sought an extension to amend to a date certain but he filed the amended complaint one day after the extension date he sought.

Wilson then filed an appeal seeking “equitable tolling,” asking for the amended complaint to be allowed and oral argument to be permitted on the amended complaint. Wilson filed a docketing statement in which he stated the appeal issues were that the case should not have been summarily dismissed and that he wanted to raise issues of fact in the appeal. The appeal was dismissed by agreement. During the case, McCollum was promoted twice.

Wilson also was paid \$500.00 to represent McCollum on a protective order which his girlfriend pursued in Henrico Circuit Court after previously obtaining a preliminary protective order. On the court date in circuit court, neither Wilson nor McCollum appeared. But Wilson sent in a fax seeking a continuance due to a scheduling conflict. The court record notes that a protective order was issued in favor of the wife on the failure to appear, the fact that the preliminary protective order could not run more than 15 days and Wilson had not obtained a ruling on the continuance motion.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations 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.
- (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.
- (c) A lawyer shall not intentionally prejudice or damage a client during the course of the professional relationship, except as required or permitted under Rule 1.6 and Rule 3.3.

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

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

(1) the representation will result in violation of the Rules of Professional Conduct or other law;

VSB Docket No. 02-032-0589 [VSB/Dohnal] and
VSB Docket No. 02-032-3683 [VSB/Stillman]:

I. STIPULATIONS OF FACT

In the first docket number case [-0589], Wilson represented the plaintiff in the case of Balogun v. Capital Region Airport Commission, et. al., in the U.S. District Court, Eastern District of Virginia, Richmond Division. The Court dismissed the case without prejudice upon the defendant's filing of a motion to dismiss and/or a second motion to compel. The case involved an allegation of excessive use of force and assault and was removed to federal court in April of 2001. In the case, Wilson failed to answer discovery properly, failed to honor a court order compelling discovery compliance, failed to appear at a scheduling conference and failed to appear at a hearing on the defendant's first motion to compel. In its opinion the Court noted that Wilson did not understand the standard procedure for withdrawing from the case. The Court ordered Wilson to pay defense counsel \$1,120.00 as attorney's fees.

The Court also noted that in the past 2 ½ years, opposing counsel had filed motions to compel against Wilson clients in seven cases in the Richmond Division and in two cases in the Norfolk Division.

In the second docket number case [-3683], Wilson failed to appear at a Rule 16(b) hearing in another case pending in the Norfolk Division.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations in the first docket number case include conduct which constitutes violations 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 1.16 Declining Or Terminating Representation

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
 - (1) the representation will result in violation of the Rules of Professional Conduct or other law;

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.
- (e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

Cases Revealed in the Investigation of the above two docket numbers:

Washington, Williams, Elliott & Goodman v. Lancom, U.S. District Court, Eastern District of Virginia, Norfolk Division:

I. STIPULATIONS OF FACT

This was a discrimination case brought by Wilson on behalf of four employees of Lancom who were caught up in a downsizing. The cases were consolidated. Wilson failed to appear at a Rule 16(b) conference on June 25, 2001; failed to appear at a Rule 26(f) conference with counsel on June 18, 2001; failed to respond to discovery timely resulting in a motion to compel and an order finding the lack of response egregious and imposing costs on Wilson personally; failed to deliver discovery responses ordered by the Court timely; delivered deficient responses. Lancom filed a motion to dismiss on Rule 41(b), failure to prosecute, failure to comply with rules of procedure and failure to comply with two prior court orders. The Court denied the motion and ordered Wilson to supplement his responses and file them and prior answers under oath, and allowed the defense additional time to depose witnesses at the cost of the plaintiffs. The matters were ultimately settled for a total of \$4,000.00.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes a 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 1.16 Declining Or Terminating Representation

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
- (1) the representation will result in violation of the Rules of Professional Conduct or other law;

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.
- (e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

I. STIPULATIONS OF FACT

Wilson represented Browning in a discrimination case. Browning had been terminated from employment after an incident in which a production line had to be shut down because Browning and others allegedly failed to perform a taste test on a product about to be produced, resulting in the packaging of one product in the container of another product. One of the other individuals allegedly involved was not terminated. That person was a minority individual but Browning was not a minority person.

After a scheduling order was entered and a pretrial conference was held, the defendant issued interrogatories and request for admissions. Due to the lack of any response to the defendant's discovery and unsuccessful attempts to contact Wilson about the lack of response, a motion to compel was filed on April 13, 2000. The case ended by a voluntary order of dismissal by stipulation, with prejudice, entered on May 3, 2001.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes a 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 1.16 Declining Or Terminating Representation

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
 - (1) the representation will result in violation of the Rules of Professional Conduct or other law;

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

Geary Gunter and Walter West v. Dillard's Inc., U.S. District Court, Eastern District of Virginia, Richmond Division:

I. STIPULATIONS OF FACT

Gunter and West were shopping in a Dillard's store when the store allegedly videotaped them because of their race and a salesperson allegedly interfered with their ability to continue shopping. Wilson filed suit in Henrico County alleging a civil rights violation and a violation of the Virginia Human Rights Act. Both plaintiffs are African-American.

The defendant had the case removed to federal court and simultaneously filed an answer and a motion to dismiss under Rule 12(b)(6) asserting the 42 U.S.C. 1981 claim was time barred and the Virginia Human Rights Act did not provide for a private cause of action except in termination situations. Wilson responded by stating if the Court thought the cited laws did not apply, plaintiffs requested an opportunity to amend their complaint. The assigned magistrate judge then set the motion for a hearing, ordered Wilson to appear to represent the interests of his clients and ordered the Marshall to personally serve Wilson with a copy of the order. The judge denied the motion to dismiss the count based upon 42 U.S.C. 1981, but granted the dismissal motion as to the Virginia Human Rights Act count, Wilson having requested leave to withdraw the claim at the hearing. The judge gave Wilson ten days to file an amended complaint on the 42 U.S.C. 1981 allegation. Wilson filed an amended federal complaint. An answer was then filed. Wilson then filed a motion to remand the case to Henrico County. Wilson later filed a motion for leave to amend stating that plaintiff agreed to withdraw its 42 U.S.C. 1981 claim and sought leave to amend his motion for judgment which was granted and the amended motion for judgment was filed in the federal court. The amended motion for judgment was a claim for intentional infliction of emotional distress. The Court then remanded the case back to Henrico Circuit Court.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes a violation of the following provision 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.

Street v. Smurfit-Stone & Stone Container Corp. & Untied Paperworkers International Union, U.S. District Court, Eastern District of Virginia, Richmond Division:

I. STIPULATIONS OF FACT

Street filed a lawsuit pro se alleging unfair labor practices by his former employer and union and because he had been terminated. Street alleged that he had been shop steward, was fired for missing a day's work and filing two grievances in violation of the existing collective bargaining agreement with the union. Stone initiated a request for production of documents to which there was no response. At some point Wilson was hired by Street and Stone filed a motion to compel which was served on Wilson as counsel for Street. The motion recited defense counsel's unsuccessful attempts at communicating with Wilson about taking the deposition of Street, although Street had indicated he had hired Wilson and Wilson had had a telephone conversation with counsel about setting a deposition date. The Court ordered the plaintiff to respond to the request for production of documents by a date certain and ordered the deposition of the plaintiff. Wilson made his appearance in the case on January 4, 2001. The discovery response was due by January 8, 2001; the deposition was to occur on January 9, 2001. Stone and the union filed motions for summary judgment on February 7, 2001 and February 12, 2001, respectively, alleging, inter alia, that plaintiff had missed the applicable six month statute of limitations. The union sent Wilson a motion for Rule 11 Sanctions on February 12, 2001, but did not file it until May 1, 2001. Wilson sought an extension of time to respond to the motion for summary judgment of Stone based upon his hospitalization. An extension was granted to February 26, 2001. On February 26, 2001, Wilson wrote a letter to the clerk indicating that Street was going to dismiss Smurfit-Stone out of the case. On March 1, 2001, Wilson sought an extension of time to respond to the union's motion for summary judgment. The union opposed the extension motion on the basis of Local Rule 7 requiring a response to the motion for summary judgment within 11 days, or by February 23, 2001, and that Wilson did not contact defense counsel for the union about an extension. Smurfit-Stone and Stone Container Corp. were dismissed with prejudice from the case on March 12, 2001 at Wilson's request. On March 16, 2001, Wilson filed a motion to withdraw based upon the fact that he had not been paid and because Street refused to dismiss the case. On March 22, 2001 Wilson filed:

-A motion to retract his withdrawal motion reciting: "... the evidence suggests that [plaintiff] inadvertently missed the statute of limitations by 18 months..."

-A motion for extension to respond to the union's motion for summary judgment and default judgment reciting: "...during the ... extension, [Wilson] will attempt to convince his client

of the difficulties in reconciling his position [with the statute of limitations] and the potential of a successful Rule 11 Motion against his counsel and the real possibility of defendant's costs being assessed against the plaintiff."

The Court granted the union summary judgment on April 20, 2001. On May 1, 2001, the union filed its Rule 11 motion for sanctions. The Del Costello case defined the applicable limitation of action which Wilson knew because the plaintiff provided a copy of the case in its response to the request for production. The Court granted sanctions on Rule 11 and assessed defendant's attorney's fees incurred after March 5, 2001, which was 21 days after plaintiff had been served with the union's motion for summary judgment and the Rule 11 motion. Wilson did not respond to the sanctions motion. The Court said Wilson refused to dismiss the case although he had "a certain knowledge that the validity of the claim ... was controlled by Del Costello..." The result was the assessment of \$3,632.00 against Wilson personally.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations 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 1.6 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 3.1 Meritorious Claims And Contentions

A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

I. STIPULATIONS OF FACT

Dew, a female, was promoted to a job as a belt sewer which historically had been an all male position. Dew alleged that she had been discriminated against based upon gender by disparate treatment and hostile work environment.

Nabisco filed a motion to dismiss based upon lack of subject matter jurisdiction and failure to state a claim upon which relief could be granted. The question of whether state law remedies had been exhausted first was an issue in this case as well as three other cases. The motion to dismiss was denied on October 4, 1999. Nabisco filed a petition for permission to appeal the dismissal which the Fourth Circuit Court of Appeals denied.

Nabisco served Wilson with interrogatories and a request for production of documents on August 2, 1999. Response was due by September 7, 1999. Nabisco counsel tried to get Wilson's response but only was told that a response would be made soon. At one point, Wilson requested another copy of the discovery. Nabisco counsel wrote Wilson on October 12, 1999 and November 9, 1999 about the failure to respond to discovery. On November 16, 1999, Nabisco filed a motion to compel which was denied by the court as moot.

On January 6, 2000, the day before the discovery cutoff in the case, Wilson deposed two witnesses. On January 7, 2000, the last day for discovery, Wilson sought an extension of the discovery time period based upon depositions taken at the direction of the Court of personnel from the EEOC and the Virginia Council of Human Rights regarding the test for determining when a claimant had exhausted state remedies for discrimination claims; Wilson also sought an extension because the depositions Wilson had taken on January 6, 2000, revealed information necessitating further plaintiff's discovery. Wilson had initiated no discovery other than the two last minute depositions. On January 14, 2000, Nabisco filed a summary judgment motion. On January 18, 2000, Nabisco filed an opposition to plaintiff's motion to extend discovery. The Court denied Wilson's extension motion on January 27, 2000, but granted his verbal request for an extension to respond to the summary judgment motion until January 31, 2000. The extension was later extended to February 1, 2000 on Wilson's motion due to an ice storm. Wilson filed a response to the summary judgment motion on February 1, 2000. Essentially, Wilson used conclusory statements as evidence of the existence of relevant disputed facts. But the evidence he presented was that Dew was still employed at Nabisco, doing an adequate job, and would be welcomed back after an ongoing sick leave period during the pendency of the suit. His evidence helped Nabisco and did not support any sexually based discrimination. The court granted the summary judgment motion on February 8, 2000.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations 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 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

(e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

Hoskie v. Union Camp, U.S. District Court, Eastern District of Virginia, Richmond Division:

I. STIPULATIONS OF FACT

Hoskie, an African-American male, was a custodian helper and allegedly suffered disparate treatment, a hostile work environment and retaliation on his job. In answer to the case brought by Wilson, Union Camp asserted that Hoskie had entered into an agreement to submit the dispute to arbitration thus negating subject matter jurisdiction of the Court. A binding settlement agreement had been entered into in which Hoskie was given the chance to work 16 hours overtime. Union Camp filed a motion to dismiss in the lawsuit along with its answer. The motion to dismiss was denied.

Union Camp served Wilson with interrogatories and a request for production of documents on November 4, 1998. Responses were due on December 7, 1998. Union Camp, at Wilson's request, gave him an extension to respond until December 14, 1998. On December 18, 1998, Wilson provided answers to interrogatories which were not signed under oath by the plaintiff, not notarized, and incomplete as to some answers. Union Camp counsel wrote Wilson on December 21, 1998, asking for supplementation

by December 29, 1998. On December 22, 1998, Union Camp Counsel met with Wilson about the matter and Wilson agreed to supplement responses by December 30, 1998, which Union Camp counsel confirmed in a December 28, 1998 letter to Wilson. Other requests for response were also made. On January 8, 1999, Union Camp filed a motion to compel complete, executed answers to interrogatories. On January 13, 1999, at a pretrial conference, the motion to compel was granted and Wilson was ordered to supplement by January 15, 1999 at 5:00 p.m. On January 15, 1999, Wilson supplemented his responses. On January 19, 1999, the day before the deposition of the plaintiff, plaintiff produced over 150 pages of documents. At the deposition, the plaintiff testified to information which was responsive to discovery but had not previously been provided. On February 16, 1999, Union Camp filed a motion for sanctions for Wilson's failure to provide Union Camp with complete responses to the interrogatories and the request for production of documents. In the motion, Union Camp sought the exclusion of any discovery-related materials which Wilson had not provided by January 15, 1999. In response Wilson urged leniency and asserted that his client was an unsophisticated and inexperienced person without any malicious intent.

On March 12, 1999, Union Camp filed a motion for summary judgment. On March 15, 1999, the Court took the motion for sanctions under advisement, denied Wilson's motion to continue the trial date, set a deadline for discovery and took under advisement Union Camp's request to exclude evidence not produced by January 15, 1999. Wilson filed a response to the summary judgment motion on March 23, 1999.

The Court entered an agreed order of dismissal with prejudice on April 6, 1999, each party having agreed to pay their own costs.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations of the following provisions of the Virginia Code of Professional Responsibility:

DR 6-101. Competence and Promptness.

- (A) A lawyer shall undertake representation only in matters in which:
 - (1) The lawyer can act with competence and demonstrate the specific legal knowledge, skill, efficiency, and thoroughness in preparation employed in acceptable practice by lawyers undertaking similar matters, or
 - (2) The lawyer has associated with another lawyer who is competent in those matters.
- (B) A lawyer shall attend promptly to matters undertaken for a client until completed or until the lawyer has properly and completely withdrawn from representing the client.

DR 2-108. Terminating Representation.

(A) Except as stated in paragraph (C), a lawyer shall withdraw from representing a client if:

- (1) Continuing the representation will result in a course of conduct by the lawyer that is illegal or inconsistent with the Disciplinary Rules; or

DR 7-105. Trial Conduct.

(A) A lawyer shall not disregard or advise his client to disregard a standing rule of a tribunal or a ruling of a tribunal made in the course of a proceeding, but he may take appropriate steps in good faith to test the validity of such rule or ruling.

VSB Docket No. 02-032-1013 [Lacoste]:

I. STIPULATIONS OF FACT

Sonja Johnson, a Trigon employee, was riding an elevator when it dropped four floors resulting in injury to her. Kemper was Trigon's workers' compensation carrier and had a lien for \$5,174.64. Wilson asserted a claim against Wingfield & Hundley Elevator Co. which serviced the elevator. CNA was the insurance carrier for Wingfield. The Wingfield claim was settled for \$15,000.00 and Kemper asserted its lien against the recovery of \$3,449.78. Wilson then asked Kemper to make up the difference between a 25% fee and a 33 1/3% fee. Kemper told Wilson to pay it \$2,300.00 which was 2/3's of the asserted lien by Kemper and keep the remaining 1/3 as his fee. That was in February of 2001. Wilson failed to pay Kemper and Kemper sent the matter for collection. Lacoste, an employee of the collection agency, contacted Wilson to obtain the funds from Wilson. Finally, Wilson sent Lacoste a \$200.00 money order in October of 2001, a money order for \$2,100.00 in November of 2001, and \$425.00 in January of 2002 –because Kemper cancelled its agreement for Wilson to keep 1/3 of its asserted lien. Wilson deposited the \$15,000.00 into a trust account and made a disbursement to Johnson.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes a violation of the following provision of the Virginia Rules of Professional Conduct:

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.

VS B Docket No. 02-032-1802 [Taylor]:

I. STIPULATIONS OF FACT

Taylor, an employee of the Department of Corrections, retained Wilson in December 2000 for a federal case having received an EEOC right to sue letter on September 30, 2000. Taylor alleged discriminatory and retaliatory actions by his supervisor in the Department of Corrections. At the time he retained Wilson, Taylor had also been sued by the supervisor in Powhatan Circuit Court for slander and libel. No written fee agreement was entered into between Wilson and Taylor. The verbal agreement for representation included a fee of \$2,500 plus 1/3 of any recovery for the federal case, according to Taylor. Wilson filed suit on behalf of Taylor in the U.S. District Court, Eastern District of Virginia, Richmond Division on December 28, 2000. A pretrial conference was held on September 20, 2001, a trial date was set for December 18, 2001, the defendant filed a request for admissions and depositions were taken by the Attorney General. The discovery deadline was November 9, 2001. On November 19, 2001, the Department of Corrections filed a motion for summary judgment.

Wilson filed a response to the summary judgment motion on November 30, 2001. Taylor said that the night before Wilson called him at 6:30 saying they had to work on the response that night. Taylor went to Wilson's office and stayed until 3:00 a.m. working with Wilson on the response to the motion for summary judgment.

On December 6, 2001, Wilson filed a motion to accept late answers to the request for admissions. Summary judgment was granted on December 17, 2001, which Taylor appealed pro se after firing Wilson.

Taylor says he paid Wilson about \$1,900.00 mostly in cash, at Wilson's request because of a problem with his checking account, and paid one payment of \$500.00 by check. No receipts were received. Taylor said Wilson told him he had a good case, that along the way everything was okay. Taylor said he told Wilson he wanted his day in court and never wished to settle the case, but Wilson treated the matter like a personal injury case which he was trying to settle instead of getting ready for trial. Taylor said Wilson never talked to his witnesses.

Wilson said he thought Taylor had a good case; Taylor told him what he was going to pay him for the case, but Taylor never paid him any money. Wilson thought ample discovery had occurred. He denied not having talked to Taylor's witnesses, stating there were no witnesses to Taylor's allegations, and the supervisor had admitted saying what Taylor asserted he had said.

Wilson knew of the discovery deadlines coming up in the case because he had written them in his calendar, but he could not meet them because he had taken on more

work than he could handle. As to filing answers to the request for admissions, Wilson said he simply overlooked the request for admissions. Wilson said his response to the motion for summary judgment was the best one he had written.

As for the Powhatan slander case, Taylor's homeowner's insurer provided an attorney initially. Then the insurer brought suit in Henrico against Taylor for the purpose of cutting off the provision of legal services in the Powhatan case. Taylor says he discussed the matter with his insurer-provided attorney who advised him to get Wilson to represent him and try to continue the Henrico case because the hearing in Henrico was the week before the trial in Powhatan. Taylor says Wilson agreed to represent him in Henrico for no additional fee. The day after the Henrico hearing date, Taylor called Wilson to see what happened and Wilson had forgotten all about the matter and had not appeared. Taylor had not appeared either and the court ruled in favor of the insurer. However, the insurer did not immediately stop the insurer-provided attorney in the Powhatan case. According to Taylor the Powhatan case was tried and he won.

According to opposing counsel in the federal case, Wilson never filed answers to the request for admissions. The motion for filing late answers was denied. But Wilson's problem was he never had a prima facie case, the case was not winnable.

During the federal case and 22 days after the Department of Corrections attorney had identified who was in the department's control group and for whom Wilson needed counsel's permission to make direct contact, Wilson directly contacted the assistant warden.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations 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 1.16 Declining Or Terminating Representation

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
 - (1) the representation will result in violation of the Rules of Professional Conduct or other law;

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (e) Make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party.

RULE 4.2 Communication With Persons Represented By Counsel

In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized by law to do so.

VSB Docket No. 02-032-3891 [Banks]:

I. STIPULATIONS OF FACT

John Banks and his family stayed for several days in a hotel due to the effects of a hurricane. At one point the hotel locked Banks and his family out of the hotel room because his credit card had been allegedly rejected. Upon Banks showing the hotel the money which he had with him, the family was allowed access again. The next day the hotel sent him an express checkout with the option to pay it with the same credit card.

Banks made a complaint against the hotel with the Council for Human Rights, which concluded its investigation without taking any action.

In June of 2001, Banks met Wilson about these facts. Banks thought the facts constituted discrimination. Wilson did not think so however, he agreed to represent Banks on a contingency basis in the matter. Wilson apparently contacted employees of the hotel about the matter. This resulted in an August 23, 2001 letter from attorney Ron Chapman in Dallas to Wilson stating Wilson was violating Rule 4.2 and was to cease immediately. Then Wilson sent two letters to Chapman both dated October 23, 2001. One was addressed to "Council" and noted his change of address. The second stated that it was in the "spirit of compromise" and Banks wanted a meeting or conference call with Chapman to discuss the merits of Banks' complaint against the hotel. Chapman responded by giving a couple of date blocks for a call. Wilson sent that letter to Banks with his cover letter. The last activity in the matter was Wilson's subsequent letter to

Banks dated January 15, 2002, in which Wilson apologized that the case had not been concluded and stated that by January 31, 2002, Wilson would settle the matter or file suit.

Banks said that he had problems communicating with Wilson. One of the messages which Banks left for Wilson asked Wilson to send his file to Banks if Wilson did not want to proceed. Apparently Wilson continued to indicate that he would take care of the matter.

Banks said that he was never notified by Wilson of the suspension of Wilson's license to practice law in the Commonwealth of Virginia. The Clerk of the Disciplinary received no indication from Wilson that he had notified Banks as required.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations of the following provisions of the Virginia Rules of Professional Conduct:

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

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
 - (1) the representation will result in violation of the Rules of Professional Conduct or other law;

RULE 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.

I. STIPULATIONS OF FACT

In or about December of 1999, Southerland, who is in her 80's, slipped on ice at a grocery store and pulled a muscle. In or about December of 1999, Southerland met with Wilson who agreed to represent her in the matter on a contingency basis. Southerland's medical bills were largely covered by insurance except for co-payments. Southerland wanted to receive payment for her pain and suffering. She learned of Wilson from a friend who is in the same church as Wilson.

According to Southerland, Wilson told her he would try to get her some money for her injury. She met with Wilson about five times at his office. Wilson told her he was working on the case, had spoken with an attorney for the grocery store, the store manager and obtained a written statement from a store clerk who had helped her. Southerland never saw the statement. Southerland relates that she had communication problems with Wilson but states that when she did reach him, he said he was working on the case, he thought it would settle in a couple of weeks, he had been sick, he had been working out of town, etc. Southerland states that she began calling him almost daily.

Southerland met with Wilson in or about May of 2002, and he told her he thought the case would settle in a couple of weeks. In June of 2002, she saw an article in the Richmond Free Press that Wilson's license had been suspended in May. She called Wilson at his home and left messages seeking her file but Wilson did not respond. As of June 10, 2003, Southerland had not received her file and had no idea what Wilson did for her.

Wilson states he missed the statute of limitations on the case and believes he never informed Southerland of that fact. He denies telling her the case was about to settle. He never submitted a claim to an insurance company. He says he did speak with Southerland frequently and "tried to be encouraging." He thinks he notified Southerland of the suspension of his license to practice law in the Commonwealth of Virginia. However, the Clerk of the Disciplinary System received no indication from Wilson that he had notified Southerland as required.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations 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

- (a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
 - (1) the representation will result in violation of the Rules of Professional Conduct or other law;
- (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 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.

I. STIPULATIONS OF FACT:

Christine Coggins suffered an alleged injury during an operation in May of 1999. She initially retained another attorney to represent her in the matter but fired that attorney in December of 1999. On December 29, 1999, the first attorney wrote Wilson asserting a lien for costs and enclosing Coggins' medical records. In January of 2000, Coggins met with Wilson who agreed to sue the doctor and the hospital on a contingency basis. A retainer agreement and a letter dated January 5, 2000 were sent to Coggins by Wilson for signing of the agreement.

Coggins has a log of about 65% of her calls to Wilson. From May 7, 2000 until February 27, 2002, Coggins called or wrote Wilson on eight logged occasions without response. On February 27, 2002, Coggins called Wilson and spoke with a secretary who said she would check on the status of the case and call the next day. The secretary never did call. Coggins met Wilson on March 11, 2002. He apologized for not staying in touch with her, stated he had been extremely busy and agreed Coggins and Wilson would contact each other every two weeks. Coggins did try to contact Wilson, but he failed to contact her.

Coggins made numerous other calls to Wilson and sought her file without response. In one call on October 2, 2002, Coggins spoke to Wilson. He stated he was getting her file together and would send it to her. Coggins filed a bar complaint on October 23, 2002. As of August 11, 2003, Coggins had not received her file.

Coggins contacted the Richmond Circuit Court and learned that nothing had been filed on her behalf against a doctor or the hospital.

During the bar investigation, Wilson told Investigator Cam Moffatt that he was to look into the case and determine whether it had merit, that he did nothing in the case and did not have sufficient information to determine whether Coggins had a case. Wilson stated the applicable statute of limitations ran.

Coggins learned from a friend that Wilson's license to practice law in the Commonwealth of Virginia had been suspended. The Clerk of the Disciplinary System received no indication from Wilson that he had notified Coggins of his suspension as required.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations 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

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

(1) the representation will result in violation of the Rules of Professional Conduct or other law;

(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 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not:

- (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.

VSB Docket No. 03-032-1810 [VSB/Lambert]:

I. STIPULATIONS OF FACT

According to James Payne, his father died intestate owning the Afro-American Home for Adults. Payne hired Wilson to help him settle the estate. According to Payne, his father was also survived by a spouse, a sister and a minor child. Payne wished to get out of the estate and asked Wilson to file a partition suit. Wilson, on the other hand, stated that Payne was the director of the old age home and had retained him to negotiate with the owner to get Payne made a partner. Wilson cannot locate his file in the matter. According to Payne, Wilson agreed to represent him for \$5,000.00 and Payne paid Wilson \$1,000 by check on November 8, 2001. About a week later, Payne began calling Wilson to provide his file to Wilson. Wilson never responded to the calls. By letter to Wilson dated January 8, 2002, Payne indicated he was getting another attorney and wanted his money back. Wilson responded by letter dated January 9, 2002, stating he was available to meet with Payne and would reduce his fee by one-half. Payne wrote Wilson on January 17, 2002, stating he had retained another attorney and needed the refund. Payne received no response to the letter.

Lambert, Payne's new attorney, wrote Wilson on April 3, 2002, seeking the \$1,000 refund for Payne. She got no response. Wilson wrote Payne on June 19, 2002, copied to Lambert's firm, indicating that his license to practice law in the Commonwealth of Virginia had been suspended for two years and he would reimburse Payne as soon as possible. Lambert wrote Wilson another letter on September 26, 2002, again seeking the refund for Payne. As of September 3, 2003, Payne had not received a refund.

In his August 20, 2003 interview with the bar, Wilson stated that he deposited the \$1,000.00 to his operating account and had not reimbursed Payne because he did not have the money.

II. DISCIPLINARY RULES

Deputy Bar Counsel Hirsch and the Respondent agree that the above factual stipulations include conduct which constitutes violations of the following provisions of the Virginia Rules of Professional Conduct:

RULE 1.4 Communication

- (a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

RULE 1.15 Safekeeping Property

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

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

- (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).

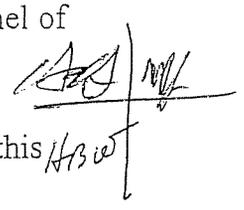
RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

- (b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer;
- (c) engage in professional conduct involving dishonesty, fraud, deceit or misrepresentation;

III. 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 following agreed disposition of a ^{ENDING JANUARY 1, 2005} Suspension with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a different panel of the Disciplinary Board. **The terms and conditions are the following:**



- a. During the five year time period beginning upon the date of entry of the final order in the instant cases, Wilson shall not practice law as a solo practitioner.
- b. During the five year time period beginning upon the date of entry of the final order in the instant cases, Wilson shall not practice law unless he is under the full time direct supervisory authority of a designated Virginia licensed attorney. Reference is made to Rule 5.1 with respect to such supervision.
- c. During the five year time period beginning upon the date of entry of the final order in the instant cases, Wilson shall not have any direct access to, supervision over, or responsibility for, an attorney trust account, attorney fiduciary account, or any other fiduciary account.
- d. If Wilson ever suffers the imposition of public discipline for violation(s) of the Virginia Rules of Professional Conduct, or of any disciplinary code or disciplinary rules of any jurisdiction, for misconduct occurring on or after January 1, 2005, such violation(s) shall constitute a breach of these terms.

e. By January 1, 2005, Wilson shall make payment to clients of all outstanding sums owed as well as unearned fees in the Virginia State Bar cases heard in the two trials in Henrico County [Henrico Circuit Court Case Nos. CL 02-375 and CL 03-764] and in the instant cases.



WILSON SHALL PROVIDE EVIDENTIARY PROOF OF COMPLIANCE, BY JANUARY 1, 2005, WHICH IS REASONABLY SATISFACTORY TO THE OFFICE OF BAR COUNSEL.

f. During all times while he practices law, Wilson shall have in force and effect a lawyer's professional liability insurance policy issued by a company authorized to write such insurance in Virginia providing first dollar coverage and limits of at least



DURING THE FIVE YEAR TIME PERIOD BEGINNING UPON THE DATE OF ENTRY OF THIS ORDER, WILSON SHALL PROVIDE THE OFFICE OF BAR COUNSEL WITH CERTIFICATE(S) OF INSURANCE.

g. Upon the date of entry of the final order in the instant cases, the instant cases shall be closed in the Virginia State Bar disciplinary system, but the terms and conditions herein shall continue to remain in effect as stated.

Alternative Disposition Upon Terms Failure

The alternative disposition for any failure of the terms and conditions as stated herein shall be the revocation of Wilson's license to practice law in the Commonwealth of Virginia. For purposes of a show cause proceeding to determine terms fulfillment, the Virginia State Bar shall open a case based upon the alleged failure to fulfill term(s) and condition(s). In the show cause proceeding, the only issue shall be whether or not Wilson complied fully with each and every term and condition as stated herein and in the final order in the instant cases.

Additional Agreements:

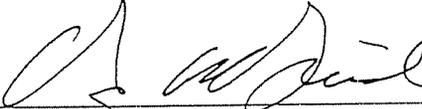
It is agreed that this Agreed Disposition shall be presented to a subcommittee of the Third District Committee to seek the certification of the instant cases to the Disciplinary Board. Thereafter, the instant cases shall be certified to the Disciplinary Board utilizing a Subcommittee Determination [Certification] which incorporates the facts and rule violations stated herein. This Agreed Disposition shall then be presented to

a panel of the Disciplinary Board for its consideration. Should a subcommittee not agree to certify the instant cases to the Disciplinary Board as stated herein, or should the Disciplinary Board not approve this Agreed Disposition, Wilson agrees that the Virginia State Bar shall have the right to amend the facts and/or disciplinary rules of the certification for refileing by a subcommittee of the Third District Committee.

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

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

THE VIRGINIA STATE BAR

By 

Harry M. Hirsch
Deputy Bar Counsel



Harrison Benjamin Wilson, III
Respondent



Murray J. Janus
Respondent's Counsel