

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
WILLIAM HALE THOMPSON, JR.**

**VS
VS B DOCKET NO. 21-041-121592**

**AGREED DISPOSITION MEMORANDUM ORDER
PUBLIC REPRIMAND WITH TERMS**

On Tuesday, October 18, 2022 this matter was heard, telephonically, by the Virginia State Bar Disciplinary Board upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by Part 6, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Kamala H. Lannetti, Second Vice Chair, Joseph D. Platania, Alexander Simon, John D. Whittington and Nancy L. Bloom, Lay Member. The Virginia State Bar was represented by Laura Ann Booberg, Assistant Bar Counsel. William Hale Thompson, Jr. was present and was not represented by counsel. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing the matter to which each member responded in the negative. Court Reporter, Jacqueline Longmire, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

WHEREFORE, upon consideration of the Agreed Disposition, the Certification, Respondent's Answer, Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation.

It is **ORDERED** that the Disciplinary Board accepts the Agreed Disposition, and the Respondent shall receive a Public Reprimand with Terms, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective October 18, 2022.

The Clerk of the Disciplinary System shall assess costs pursuant to Part 6, Section IV,

Paragraph 13-9.E of the Rules.

It is further **ORDERED** that an attested copy of this Order be mailed to the Respondent by electronic, regular first-class and certified mail, return receipt requested, at his last address of record with the Virginia State Bar being 2300 Wilson Blvd., Suite 700, Arlington, VA 22201, and a copy by electronic mail to Laura Ann Booberg, Assistant Bar Counsel.

ENTER THIS ORDER THIS 18th DAY OF OCTOBER, 2022

VIRGINIA STATE BAR DISCIPLINARY BOARD


Kamala H. Lannetti
2nd Vice Chair



VIRGINIA:

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OF THE VIRGINIA STATE BAR

IN THE MATTER OF
WILLIAM HALE THOMPSON, JR.

VS. Docket No. 21-041-121592

AGREED DISPOSITION
(PUBLIC REPRIMAND WITH TERMS)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar, by Laura Ann Booberg, Assistant Bar Counsel and William Hale Thompson, Jr., Respondent, *pro se*, hereby enter into the following Agreed Disposition arising out of the above-referenced matter.

I. STIPULATIONS OF FACT

1. At all relevant times, Respondent has been an attorney licensed to practice law in the Commonwealth of Virginia. He was licensed to practice law on October 1, 1992.
2. On September 8, 2019, Respondent accepted a "flat fee" of \$5,000 from Complainant, Kelsey Chavers ("Chavers") for representation in filing a Title IV complaint with the University of Mary Washington ("the University") and the United States Department of Education Office of Civil Rights ("OCR") based on Chavers' allegations that a professor engaged in racial discrimination when he questioned the authenticity of her academic work.
3. The Attorney Retainer Agreement ("the Agreement") stated that Respondent would "provide legal services to client regarding her claims(s) against The University of Mary Washington. This will include all actions and efforts up to and including the filing of a lawsuit, should it become appropriate."
4. The Agreement further stated:

As agreed upon by the parties to this agreement, client will pay attorney a flat fee of \$5,000 for all legal services up to and including fifty (50) hours devoted to client's matter. Such fee will be earned by attorney as representation of client commences. This fee will include all services up to and including the filing of a lawsuit, and any pre trial actions such as motions, depositions, etc. However, this arrangement will

not include actual trial proceedings once such trial or trials has commenced. In that event, the client agrees to pay attorney at a rate of \$200 per hour, a flat daily rate, or another arrangement agreed to by the parties.

5. Regarding retention of Chavers' client file, the Agreement stated, "Client's legal file and documents therein are client's property. Upon the completion of the term of representation, and upon request, such file will be returned to client."
6. Chavers signed the agreement on September 8, 2019. On September 13, 2019, Chavers' mother deposited a cashier's check for \$5,000 directly into Respondent's BB&T IOLTA account.
7. Chavers provided Respondent with the necessary information by the end of September 2019, and Respondent filed the Title IV complaint with the OCR on January 27, 2020. On April 8, 2020, the OCR dismissed the complaint and notified Respondent that there was a 60-day deadline to appeal the dismissal.
8. Following receipt of the dismissal, Chavers asked Respondent to file an appeal. On May 4, 2020 and May 12, 2020, Chavers sent Respondent notes of specific details to include in the appeal, and stated, "Our expectation for you as attorney is to approach the college seeking compensatory damages...and we expect you to get started with this process within the next week."¹
9. On May 22, 2020, Respondent sent Chavers a draft of the appeal. According to Chavers, the appeal "did not contain any elements to address the requirements for consideration of an appeal," and "was so subpar" that Chavers wrote and filed the appeal herself. By letter dated July 8, 2020, the OCR denied the appeal.
10. On June 10, 2020, Chavers drafted a demand letter to the University, which Respondent approved and sent to the University under his signature. The same day, the Office of the Attorney General contacted Respondent, asking for further information to justify the demand.
11. Chavers drafted a Demand Justification Letter and sent it to Respondent. According to Chavers, Respondent "added a couple of sentences" and responded to the Assistant Attorney General on August 25, 2020.
12. On October 2, 2020, Respondent spoke with another Assistant Attorney General assigned to Chavers' case. Respondent emailed Chavers and told her that mediation

¹ Respondent contends that he was not engaged by Chavers to file a complaint with the OCR. He contends that he filed the complaint to serve her as completely as possible, but it was outside of the scope of his agreed representation of her. Respondent further contends that when OCR dismissed the complaint, he addressed the dismissal with Chavers, and the outline for filing an appeal. Respondent contends that his involvement regarding the preparation of the appeal never reached a substantive level, as Chavers told him at the outset that she would do the appeal herself.

was a possibility as well as the University making a counteroffer. He ended the email with, "We said that we would speak again soon."

13. On October 16, 2020, Respondent underwent a quadruple bypass heart procedure. He was readmitted to the hospital again in November 2020 and spent a total of 24 days in the hospital.
14. On November 19, 2020, Chavers texted Respondent and requested a copy of her file. Respondent texted Chavers stating that he was back in the hospital. Chavers texted Respondent again on December 12, 2020. On December 13, 2020, after not hearing back from Respondent, Chavers sent a termination letter demanding a copy of her file and the return of the \$5,000 fee.
15. On December 14 and 26, 2020 and January 5, 2021, Respondent texted Chavers stating that he would contact her shortly.
16. In January 2021, Chavers hired Joseph Steffen ("Steffen") to replace Respondent. On January 5, 2021, Steffen wrote to Respondent:

First, to notify you that I will be taking over this case at the request of Ms. CHAVERS. Secondly, she is having difficulty getting the file from you as she has requested. Is there anything we can do to accommodate or speed up that process? As you might imagine, my office will need to quickly get up to speed on the proceedings and negotiations to date. All I currently have are e-mails and your initial letter to the University. Thirdly, I am told that you accepted a \$5,000 fee retainer from my client. Although I find that a retainer beyond costs in this type of matter to be rather unusual, I do know that Ms. Chavers is concerned and that she has not yet received any indication as to how those funds would be applied to your costs and activities as her attorney. My guess is there should yet be substantial funds yet unexpended given the posture of the case and she would like that money returned to her as soon as possible.

17. Steffen said he never received any form of communication from Respondent in response to his letter, including an accounting or a copy of Chavers' client file.
18. On January 8, 2021, Chavers filed the instant complaint.
19. On January 14, 2021, Respondent emailed Chavers stating that he was doing his best to gather file documents while he was trying to regain his health.
20. Respondent told VSB Investigator Edward Bosak that his daughter cleaned his apartment and some of Chavers' client file was purged. Respondent acknowledged he

was required to send Chavers her client file but did not. He stated, "I did not send her the file, I should have done that."

21. Respondent reiterated his health was of paramount concern in his mind. Respondent specifically said he earned the retainer and denied he owed Chavers any reimbursement. Respondent never provided Chavers with an accounting of the work performed to justify the fee earned.
22. On November 5, 2021, the VSB issued a subpoena duces tecum to Truist Financial Corporation Service Company ("Truist")² for Respondent's IOLTA and operating accounts. Truist provided the return on November 24, 2021. The return revealed the existence of one IOLTA account and no other operating account.
23. VSB Investigator Bosak reviewed the bank records received in response to the subpoena. On September 1, 2019, the balance of the IOLTA account was \$3.95. On September 4, 2019, there was a client deposit of \$5,000. On September 13, 2019, Chavers' cashier's check for \$5,000 was deposited.
24. In September 2019, there were a total of 10 cash withdrawals all payable to Respondent, leaving an ending balance of \$1,703.95. Further review of Respondent's IOLTA records showed that Respondent regularly withdrew funds immediately after depositing them.
25. Respondent has since committed to carefully monitor his trust account.
26. Respondent has reviewed Legal Ethics Opinion 1606 and has committed to revising his fee agreement to conform with the Rules of Professional Conduct, including adding specific language to his agreement advising clients how and when funds will be earned and disbursed to him.
27. Respondent has agreed to hire an assistant to ensure that files are carefully managed, maintained, and stored. He has rented an office so that he can receive mail directly and not through a P.O. Box.

I. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following

provisions of the Rules of Professional Conduct:

For charging Chavers an advanced "flat fee" which Respondent deemed earned when representation commenced:

RULE 1.5 Fees

² Truist Bank formed in December 2019 as a result of the merger of BB&T and SunTrust Banks.

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

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

For failing to render an accounting upon Chavers' request and for failing to maintain unearned funds in Respondent's trust account until earned:

RULE 1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

(3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;

(5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

For failing to safekeep a copy of Chavers' file, and for failing to provide the file to Chavers or her new counsel:

RULE 1.16 Declining Or Terminating Representation

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

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Disciplinary Board for its approval the agreed disposition of a Public Reprimand with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. Bar counsel and Respondent agree that the effective date for the sanction shall be the date of entry of the Disciplinary Board Order approving this Agreed Disposition. The terms with which Respondent must comply are as follows:

1. On or before one (1) year following approval of this agreed disposition by the Disciplinary Board, Respondent will complete six (6) hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of Trust Accounting and/or law Office Management. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward his Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify his compliance with the terms set forth in this paragraph by delivering a fully and

properly executed Virginia MCLE Board Certification of Attendance form (Form 2) to Bar Counsel, promptly following his attendance of each such CLE program(s).

2. For a period of two (2) year(s) following approval of this agreed disposition by the Disciplinary Board, Respondent hereby agrees to and will submit to unannounced reviews by a Virginia State Bar Investigator of his trust account books, records, and bank records to ensure his compliance with all of the provisions of Rule 1.15 of the Rules of Professional Conduct. Respondent agrees to and will fully cooperate with the Virginia State Bar investigator in submitting to such reviews and making available bank records, cancelled checks, checkbooks, subsidiary ledgers, receipts journals, disbursements journals, evidence of reconciliations, and any and all other documents necessary for the completion of the reviews.
3. Within fifteen days of the approval of this agreed disposition by the Disciplinary Board, Respondent will confirm in writing his review of Rule 1.15 of the Rules of Professional Conduct to Bar Counsel.
4. Within thirty (30) days from the approval of this agreed disposition by the Disciplinary Board, Respondent, at his sole cost and expense, will engage the services of a CPA (Certified Public Accountant) (a) who will certify familiarity with the requirements of Rule 1.15 of the Rules of Professional Conduct, and (b) who has been pre-approved by Bar Counsel to review Respondent's attorney trust account record-keeping, accounting, and reconciliation methods and procedures to ensure compliance with Rule 1.15 of the Rules of Professional Conduct. In the event the CPA determines that Respondent is in compliance with Rule 1.15, the CPA will so certify in writing to Respondent and Bar Counsel. In the event the CPA determines Respondent is NOT in compliance with Rule 1.15, the CPA will notify Respondent and Bar Counsel, in writing, of the measures Respondent must take to bring himself into compliance with Rule 1.15. Such certification or notification must be provided to Bar Counsel within ninety (90) days of the effective date of this order. Respondent will provide the CPA with a copy of this order at the outset of his engagement of the CPA.
5. Respondent will fully cooperate with the CPA and pay when due the CPA's fees and costs for services, including, but not limited to, those fees and costs incurred in conjunction with the CPA's provision to the Bar and to Respondent of information concerning this matter.
6. In the event the CPA determines Respondent is NOT in compliance with Rule 1.15, Respondent will have forty-five (45) days following the date the CPA issues a written statement of the measures Respondent must take to comply with Rule 1.15 within which to bring himself into compliance. The CPA will then be granted access to Respondent's office, books, and records, following

the passage of the forty-five (45) day period, to determine whether Respondent has brought himself into compliance as required. The CPA will thereafter certify in writing to Bar Counsel and to Respondent either that Respondent has brought himself into compliance with Rule 1.15 within the forty-five (45) day period, or that he has failed to do so. Such certification must be provided to Bar Counsel within sixty (60) days of the expiration of the 45-day period. Respondent's failure to bring himself into compliance with Rule 1.15 as of the conclusion of the forty-five (45) day period will be considered a violation of the terms set forth herein.

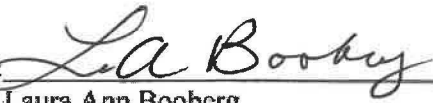
7. Bar Counsel may extend the deadlines specified in paragraphs 2 and 4 for good cause to accommodate the CPA's schedule.
8. On or about two (2) years from the date that the Disciplinary Board approved this agreed disposition, the CPA engaged pursuant to paragraph 2 will reassess Respondent's attorney's trust account record-keeping, accounting, and reconciliation methods and procedures to ensure continued compliance with Rule 1.15 of the Rules of Professional Conduct. In the event the CPA determines that Respondent has NOT remained in compliance with this Rule, such non-compliance will be considered a violation of the terms set forth herein.

Upon satisfactory proof that all terms and conditions have been met, this matter shall be closed.

If, however, any of the terms and conditions is not met by the deadlines imposed above, Respondent agrees that the Disciplinary Board shall impose a SIX-MONTH SUSPENSION of his right to practice law in the Commonwealth of Virginia pursuant to Rules of Court, Part Six, Section IV, Paragraph 13-18.O.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9.E of the Rules.

THE VIRGINIA STATE BAR

By: 
Laura Ann Booberg
Assistant Bar Counsel



William Hale Thompson, Jr.
Respondent