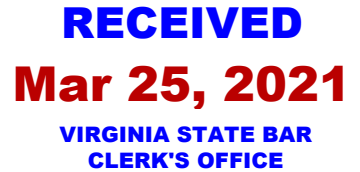


VIRGINIA:

BEFORE THE THIRD DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



IN THE MATTER OF
Kevette Beard Elliott

VSF Docket No. 20-032-117584

SUBCOMMITTEE DETERMINATION
PUBLIC REPRIMAND WITH TERMS

Meetings were held in this matter on June 18, 2020 and March 9, 2021 before a duly convened Third District, Section II Subcommittee consisting of Eric Harrison Feiler, Chair, Guy Cameron Crowgey, Member, Michelle H. Papierniak, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand with Terms pursuant to Part 6, § IV, ¶ 13-15.B.4. of the Rules of the Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Laura Ann Booberg, Assistant Bar Counsel, and Kevette Beard Elliott, Respondent, *pro se*.

WHEREFORE, the Third District, Section II Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. For all times relevant hereto, Respondent, Kevette Beard Elliott, has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. On December 9, 2019, the Virginia State Bar ("VSB") received a report from Atlantic Union Bank that the trust account of the Elliott Law Office ending in account number 579 was overdrawn in the amount of \$277.32 on November 27, 2019.
3. On August 2, 2016, Respondent agreed to represent Shirley Drew ("Drew"), a relative of Respondent, in a personal injury matter. Given that Drew was a relative, Respondent charged her a reduced contingency fee of 25%. Respondent's usual contingency fee for representation in a personal injury matter is 33 1/3%.
4. Respondent reached a settlement of Drew's matter for \$25,000. On October 29, 2018, Respondent attempted to deposit \$25,000 into her trust account ending in 579. According to Respondent, the bank erroneously deposited this check into her operating account ending in 293.

5. When she realized that the funds were deposited into her operating account, Respondent transferred the funds back into her trust account ending in 579, minus a 33 1/3% contingency fee. Respondent told VSB Investigator Lisa Marshall ("Investigator Marshall") that when she made the transfer, she did not recall that she had charged Drew only a 25% contingency fee.
6. For reasons confidential to Drew, her portion of the funds remained in Respondent's trust account until April 2019. On April 19, 2019, Respondent wrote Drew a check for \$16,941.52. This amount represented Drew's portion of the funds, minus a 25% contingency fee, payment of expenses and of a lien for payment of medical treatment. Drew's negotiation of the check caused a deficit in Respondent's account of \$2,083.33.
7. Respondent told Investigator Marshall that because her trust account "doesn't see a lot of activity" it took several months for the \$2,088.33 deficit to occur. On December 3, 2019, Respondent deposited \$1,500 into her trust account to cover the deficit.¹ On January 15, 2020, Respondent made two additional deposits of \$884 and \$36 to cover the balance of the deficit for Drew, and the filing fee.
8. On August 9, 2019, a check to Medicare for a lien in Drew's matter cleared for \$1,489.45. However, this amount was \$83.03 higher than the lien amount at the time of the settlement disbursement. Therefore, another client's money was used to pay the discrepancy. Respondent told Investigator Marshall that she replaced the \$83.03 with a deposit into her trust account over eight months later, on April 22, 2020.
9. Respondent told Investigator Marshall that she regularly maintained ledger cards for her clients. However, Respondent could not find a completed ledger card for Drew.
10. After interviewing Respondent and analyzing her trust account records and ledgers, Investigator Marshall found an unrelated instance in November 2019 when Respondent transferred \$800 in fees from her trust account to her operating account for client "FA." The correct amount owed Respondent was \$750, presumably resulting in a transfer of \$50 of another client's money. Respondent did not consult FA's client ledger card prior to making the transfer. Respondent explained that this happened during a time when she was caring for her mother in the hospital.
11. Investigator Marshall found another unrelated instance in which Respondent paid \$293 to the Commissioner of Accounts for a client "CA." She wrote this check from her trust account, presumably using another client's money to pay the Commissioner of Accounts. Respondent stated that this was an error and that she intended to write the check from her operating account. She told Investigator Marshall that no client funds were used to pay the \$293 because she had earned fees in her trust account that had not been transferred to her operating account.
12. Respondent told Investigator Marshall that she intends to purchase a software program to assist her future handling of her trust account recordkeeping.

¹ \$1,200 was deposited to reimburse the account for Drew. \$300 was deposited for another client.

I. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.15 Safekeeping Property

(a) Depositing Funds.

(3) No funds belonging to the lawyer or law firm shall be deposited or maintained therein except as follows:

- (i) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution or to maintain a required minimum balance to avoid the imposition of service fees, provided the funds deposited are no more than necessary to do so; or
- (ii) funds in which two or more persons (one of whom may be the lawyer) claim an interest shall be held in the trust account until the dispute is resolved and there is an accounting and severance of their interests. Any portion finally determined to belong to the lawyer or law firm shall be withdrawn promptly from the trust account.

(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;

(a) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

- (1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.
- (2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.

- (c) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

(2) Deposits. All trust funds received shall be deposited intact. Mixed trust and non-trust funds shall be deposited intact into the trust fund and the non-trust portion shall be withdrawn upon the clearing of the mixed fund deposit instrument. All such deposits should include a detailed deposit slip or record that sufficiently identifies each item.

- (3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:

(i) reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;

(ii) reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement and subtracting any checks or disbursements not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and

(iii) reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.

- (4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

I. PUBLIC REPRIMAND WITH TERMS

Accordingly, having approved the agreed disposition, it is the decision of the Subcommittee to impose a Public Reprimand with Terms. The terms are:

1. Respondent is placed on probation for a period of one (1) year commencing upon the date that the subcommittee enters a disposition approving the agreed disposition. During such probationary period, Respondent will not engage in professional misconduct as defined by the Virginia Rules of Professional Conduct or the disciplinary rules of any other jurisdiction in which the Respondent is admitted to practice law. Any final determination that Respondent engaged in professional misconduct during this probationary period made by a District Subcommittee,

District Committee, the Disciplinary Board, a Three-Judge Panel or the Supreme Court of Virginia shall conclusively be deemed to be a violation of this Term.


2. Respondent shall submit to random reviews of her trust account records by a Virginia State Bar Investigator or other agent of the bar during the course of the next 12 months for the purpose of ascertaining her compliance with the escrow account maintenance and record-keeping requirements of Rule 1.15 of the Virginia Rules of Professional Conduct. Respondent shall reasonably cooperate with the Investigator or bar agent in submitting to such random reviews and making available bank records, cancelled checks, checkbooks, subsidiary ledgers, cash receipts journals, cash disbursements journals, evidence of reconciliations, and any and all other documents necessary for the completion of the reviews.
3. Within one (1) year from the date of entry of the subcommittee disposition approving this Agreed Disposition, Respondent shall enroll and attend six (6) hours of continuing legal education (CLE) in the substantive area of trust account management and/or procedures which hours shall not be credited toward Respondent's compliance with her annual mandatory CLE requirement. Upon completion of this Term, Respondent shall so certify in writing to Laura Ann Booberg, Assistant Bar Counsel.

If any of the terms are not met by one year from the date the subcommittee enters a disposition approving the Agreed Disposition, Respondent agrees that the District Committee shall impose a Certification to the Virginia State Bar Disciplinary Board for Sanction Determination pursuant to Part 6, § IV, ¶ 13-15.F of the Rules of the Supreme Court of Virginia. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to ¶ 13-9.F of the Rules of the Supreme Court of Virginia. If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

Pursuant to Part 6, § IV. ¶ 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the subcommittee considering this agreed disposition.

THIRD DISTRICT, SECTION II
SUBCOMMITTEE OF THE
VIRGINIA STATE BAR


Eric H. Feiler
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on March 25, 2021, a true and complete copy of the Subcommittee Determination (Public Reprimand With Terms) was sent by certified mail to Kevette Beard Elliott, Respondent, at Elliott Law Office, 8501 Mayland Dr Ste 104, Richmond, VA 23294, Respondent's last address of record with the Virginia State Bar.

A handwritten signature in blue ink, appearing to read "Laura Ann Booberg", with a horizontal line underneath.

Laura Ann Booberg
Assistant Bar Counsel

VIRGINIA:

BEFORE THE THIRD DISTRICT, SECTION II SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
KEVETTE BEARD ELLIOTT

VSb Docket No. 20-032-117584

AGREED DISPOSITION
PUBLIC REPRIMAND WITH TERMS

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar, by Laura Ann Booberg, Assistant Bar Counsel, and Kevette Beard Elliott, Respondent, *pro se*, hereby enter into the following agreed disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. For all times relevant hereto, Respondent, Kevette Beard Elliott, has been an attorney licensed to practice law in the Commonwealth of Virginia.
2. On December 9, 2019, the Virginia State Bar ("VSB") received a report from Atlantic Union Bank that the trust account of the Elliott Law Office ending in account number 579 was overdrawn in the amount of \$277.32 on November 27, 2019.
3. On August 2, 2016, Respondent agreed to represent Shirley Drew ("Drew"), a relative of Respondent, in a personal injury matter. Given that Drew was a relative, Respondent charged her a reduced contingency fee of 25%. Respondent's usual contingency fee for representation in a personal injury matter is 33 1/3%.
4. Respondent reached a settlement of Drew's matter for \$25,000. On October 29, 2018, Respondent attempted to deposit \$25,000 into her trust account ending in 579. According to Respondent, the bank erroneously deposited this check into her operating account ending in 293.
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II. NATURE OF MISCONDUCT

¹ \$1,200 was deposited to reimburse the account for Drew. \$300 was deposited for another client.

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.15 Safekeeping Property

(a) Depositing Funds.

(3) No funds belonging to the lawyer or law firm shall be deposited or maintained therein except as follows:

- (i) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution or to maintain a required minimum balance to avoid the imposition of service fees, provided the funds deposited are no more than necessary to do so; or
- (ii) funds in which two or more persons (one of whom may be the lawyer) claim an interest shall be held in the trust account until the dispute is resolved and there is an accounting and severance of their interests. Any portion finally determined to belong to the lawyer or law firm shall be withdrawn promptly from the trust account.

(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;

(c) Record-Keeping Requirements. A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

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- (2) A client ledger with a separate record for each client, other person, or entity from whom money has been received in trust. Each entry shall include, at a minimum: identification of the client or matter; date and amount of the transaction; name of the payor or payee; source of funds received or purpose of the disbursement; and current balance.

(d) Required Trust Accounting Procedures. In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

(2) Deposits. All trust funds received shall be deposited intact. Mixed trust and non-trust funds shall be deposited intact into the trust fund and the non-trust portion shall be withdrawn upon the clearing of the mixed fund deposit instrument. All such deposits should include a detailed deposit slip or record that sufficiently identifies each item.

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(iii) reconciliation of the trust account balance ((d)(3)(ii)) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.

(4) The purpose of all receipts and disbursements of trust funds reported in the trust journals and ledgers shall be fully explained and supported by adequate records.

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and Respondent tender to a subcommittee of the Third District, Section II Committee 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 the Third District, Section II Committee. The terms shall be met by one year from the date that the subcommittee enters a disposition approving the Agreed Disposition and are as follows:

1. Respondent is placed on probation for a period of one (1) year commencing upon the date that the subcommittee enters a disposition approving the agreed

disposition. During such probationary period, Respondent will not engage in professional misconduct as defined by the Virginia Rules of Professional Conduct or the disciplinary rules of any other jurisdiction in which the Respondent is admitted to practice law. Any final determination that Respondent engaged in professional misconduct during this probationary period made by a District Subcommittee, District Committee, the Disciplinary Board, a Three-Judge Panel or the Supreme Court of Virginia shall conclusively be deemed to be a violation of this Term.

2. Respondent shall submit to random reviews of her trust account records by a Virginia State Bar Investigator or other agent of the bar during the course of the next 12 months for the purpose of ascertaining her compliance with the escrow account maintenance and record-keeping requirements of Rule 1.15 of the Virginia Rules of Professional Conduct. Respondent shall reasonably cooperate with the Investigator or bar agent in submitting to such random reviews and making available bank records, cancelled checks, checkbooks, subsidiary ledgers, cash receipts journals, cash disbursements journals, evidence of reconciliations, and any and all other documents necessary for the completion of the reviews.
3. Within one (1) year from the date of entry of the subcommittee determination approving this Agreed Disposition, Respondent shall enroll and attend six (6) hours of continuing legal education (CLE) in the substantive area of trust account management and/or procedures which hours shall not be credited toward Respondent's compliance with her annual mandatory CLE requirement. Upon

completion of this Term, Respondent shall so certify in writing to Laura Ann Booberg, Assistant Bar Counsel.

If any of the terms are not met by one year from the date the subcommittee enters a disposition approving the Agreed Disposition, Respondent agrees that the District Committee shall impose a Certification to the Virginia State Bar Disciplinary Board for Sanction Determination pursuant to Part 6, § IV, ¶ 13-15.F of the Rules of the Supreme Court of Virginia. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to ¶ 13-9.E of the Rules of the Supreme Court of Virginia.

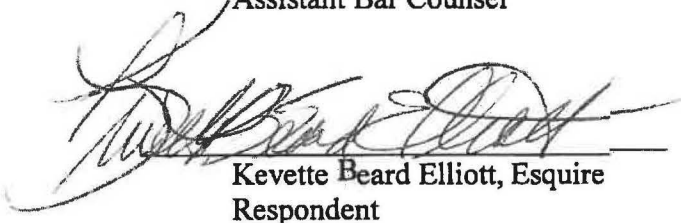
If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

Pursuant to Part 6, § IV, ¶ 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the subcommittee considering this agreed disposition.

THE VIRGINIA STATE BAR



Laura Ann Booberg
Assistant Bar Counsel



Kevette Beard Elliott, Esquire
Respondent