

VIRGINIA:

BEFORE THE CIRCUIT COURT OF THE CITY OF RICHMOND

VIRGINIA STATE BAR EX REL  
THIRD DISTRICT COMMITTEE  
VSB Docket Nos. 21-032-118348, 21-032-121489,  
21-032-121174, 21-032-121192, 22-032-123593

KIMBERLY ALICE CHANDLER

v.

Case No. CL22-3378

AGREED DISPOSITION MEMORANDUM ORDER  
FOR A PUBLIC REPRIMAND WITH TERMS

This matter came to be heard on Monday, November 14, 2022, before a Circuit Court Three-Judge panel, upon the joint request of the parties for the Court to accept the Agreed Disposition endorsed by the parties and offered to the Court as provided by the Rules of the Supreme Court of Virginia. The panel consisted of the Honorable Tyneka L.D. Flythe, Judge of the Seventh Judicial Circuit, Designated Chief Judge, the Honorable B. Elliot Bondurant, Judge of the Ninth Judicial Circuit, and the Honorable Carson E. Saunders, Judge of the Sixth Judicial District Juvenile and Domestic Relations Court. Kimberly Alice Chandler was present and was represented by counsel, Wayne B. Montgomery. The Virginia State Bar appeared through its Assistant Bar Counsel, Laura Ann Booberg. The Chief Judge polled the members of the panel 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 judge responded in the negative. Court Reporter Vicki Halasz, 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 Circuit Court Three-Judge Panel accepts the Agreed Disposition, and the Respondent shall receive a Public Reprimand with Terms. The Agreed Disposition is attached to and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective November 14, 2022.

The Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9 E. of the Rules.

An attested copy of this Order shall be mailed to the Respondent, Kimberly Alice Chandler, at her last address of record with the Virginia State Bar, Chandler Law Firm, P.O. Box 17586, Richmond, Virginia 23226, with an attested copy to: Respondent's Counsel, Wayne B. Montgomery, at Kalbaugh, Pfund Messersmith, P.C., 901 Moorefield Park Dr, Ste 200, Richmond, Virginia 23236, Laura Ann Booberg, Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219, and to the Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219.

ENTERED THIS 21<sup>st</sup> DAY OF November, 2022  
CIRCUIT COURT FOR THE CITY OF RICHMOND

  
Tyneka L.D. Flythe, Chief Judge  
Three-Judge Circuit Court

VIRGINIA:

BEFORE THE CIRCUIT COURT OF THE CITY OF RICHMOND

VIRGINIA STATE BAR EX REL  
THIRD DISTRICT COMMITTEE  
VSB Docket Nos. 21-032-118348, 21-032-121489,  
21-032-121174, 21-032-121192, 22-032-123593

v. Case No. CL22-3378

KIMBERLY ALICE CHANDLER

AGREED DISPOSITION  
(PUBLIC REPRIMAND WITH TERMS)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.6.H, and Va. Code Section 54.1-3935, the Virginia State Bar, by Laura Ann Booberg, Assistant Bar Counsel; Kimberly Alice Chandler, Respondent; and Wayne Barry Montgomery, counsel for Respondent, hereby enter into the following Agreed Disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. For all times relevant hereto, Respondent has been licensed to practice law in Virginia. She was admitted to practice law on April 25, 2002.
2. Respondent represented Frederick Cooper ("Cooper") in two Chapter 13 bankruptcy filings in the United States Bankruptcy Court for the Eastern District of Virginia ("the bankruptcy court"). The first Chapter 13 bankruptcy was filed on January 15, 2019 and was dismissed on January 30, 2020 for failure to make timely payments ("the 2019 bankruptcy"). The second Chapter 13 bankruptcy was filed on February 2, 2020 ("the 2020 bankruptcy").
3. Elizabeth Egan ("Egan") was an associate in Respondent's firm. Egan worked under the supervision and direction of Respondent.

**VS B Docket No. 21-032-118348**

Complainant: Allison Consentino

**VS B Docket No. 21-032-121489**

Complainant: William Howland

**VS B Docket No. 21-032-121192**

Complainant: Jaqueline Critzer

CB WBM

4. Cooper owned various horses which were potential assets in both bankruptcies. In 2018, William Howland ("Howland") began showing horses for Cooper. Allison Consentino ("Consentino"), an accountant and Howland's partner, handled Howland's billing.
5. In 2019, Consentino and Howland sued Cooper for unpaid fees in Small Claims Court in Culpeper County, VA and obtained a default judgment against Cooper for \$1518.56.
6. On the amended schedules filed October 24, 2019 for the 2019 bankruptcy, Howland was listed as a creditor with a civil judgment against Cooper.
7. On November 19, 2019, Consentino contacted Respondent and notified her that Howland was not a creditor in the case. Respondent replied by email to Consentino, Respondent's assistant, Lisa Murray ("Murray"), and others. Respondent stated, in part:

Can you please send a notice deleting the below as a creditor. Please email and also mail this. Please also note the objection as filed by the Trustee does not give you grounds to address the court as you have stated for the obvious reason you have alleged and based on the dates you have stated for the debt I have agreed "you are not a creditor" and therefore are without standing to address the court.

8. Later the same day Respondent emailed Consentino, "I am aware of all the interests here and the parties circling the wagons. As it stands your not being a creditors[sic] in this case allows you to pursue collection of which matter he has been informed. Hopefully, taking care of this will be a priority in the near future." Murray then notified Consentino that Howland had been removed as a creditor.
9. Following this email exchange, Consentino learned that Respondent's representation was incorrect and in order to collect the debt, Howland needed to be listed as a creditor in the bankruptcy.

10. As noted above, on February 6, 2020, Respondent filed the 2020 bankruptcy. On February 18, 2020, Consentino received a notice in care of Howland, listing her as a creditor.
11. On February 26, 2020, Consentino wrote to Carl Bates, Chapter 13 Trustee for the bankruptcy court. Consentino complained of Cooper's fraudulent use of the bankruptcy court given information she gathered regarding Cooper's alleged assets. The court docketed Consentino's complaint as an adversary proceeding.
12. On February 27, 2020, Respondent emailed Consentino and accused her of "trolling" Cooper. Respondent demanded that Consentino stop communicating with Cooper and other creditors and stated:

We have a process and you at this point are a material witness in matters that are already actionable and in court which I am certain you are aware of. I am also actively investigating all other matters where claims may be levied against you personally and against other parties by my client in federal court. Please do not destroy any items on your hard drive as you should expect a federal subpoena for all digital items stored on your hard drive. If you have deleted items in anticipation of litigation then you will need to notify your counsel what has been deleted and take measures to restore them. If you will hire counsel please kindly notify me in advance such that all discovery that is anticipated can be sent directly to them.

13. On March 2, 2020, Howland filed a Proof of Claim with the bankruptcy court for \$1619.54.
14. On March 3, 2020, Respondent filed a notice of an amendment to delete Howland as a creditor. On March 18, 2020 and April 16, 2020, Respondent filed amendments to re-list Howland as a creditor.
15. On April 14, 2020, Consentino and Howland hired Jacqueline Critzer ("Critzer") to represent Howland "in connection with negotiating this matter to a final settlement or adjudication through trial...but excluding any appeal."
16. On May 26, 2020, Critzer filed an amended complaint objecting to discharge of the debt owed to Howland based on Howland's receipt of \$865.00 from Rachel Kane ("Kane"), another horse owner, for Cooper's \$1,619.54 debt.
17. On October 19, 2020, Respondent emailed Critzer regarding Howland. She stated, in part:

If you would like to save your client from our asking for criminal sanctions for filing a false claim and sanctions for my fees and costs for further litigation after you became aware that fraudulent pleadings were filed in this case then I suggest that you seek a voluntary dismissal with prejudice. I do not know how he could explain not two but three filings for debts that are not owed and not have the Court seek a referral to the UTS for criminal sanctions particularly given there is ample evidence of the rancor between the parties. There is also binding 4th Circuit law that states 523 should be dismissed for proceeding with unclean hands. If I have to ask for the dismissal as you are aware your prior refusal of my offer and also 523 subjects your client to fee shifting. Further, your client will have to make statements to defend, which I will seek to cross examine which can be used against in any criminal referral. It is your call if you want to concede or have me file discovery and the motion for summary judgment based upon unclean hands related to a fraud on a tribunal (State and Federal Court). Lastly, there is the fair debt act given you filed the AP to collect a debt that is not owed your firm is now subject to Fair debt and of course 1927, which you are already familiar with. It is time for Mr. Howland to decide if he wants to double down and go on record as to his conduct here not to mention pay both of us for a hearing on summary judgment pleadings etc.

I have already started on discovery but I will waive that time and present him with a bill that is less than probably \$2500 if he wants to stop now. I will need a response by 10am tomorrow or I will proceed with summary judgment. Your client messed up and your firm messed up by not having him sign the pleadings, that brings you personally into this mess. If you and your firm would like to settle the fair debt claim etc I am open to listening to your offer on that matter.

18. On October 20, 2020 at 5:29pm, Critzer filed a new Proof of Claim on behalf of Howland for \$757.43 reflecting the advance payment Kane made to Howland for \$865.00 for Cooper's \$1,619.54 debt. Kane and Howland had agreed that in the event Howland received payment, he would reimburse Kane.
19. On November 13, 2020, Respondent filed amended schedules showing potential tort claims against Consentino, Howland, Meg Miranda ("Miranda")<sup>1</sup> and John and Jane Doe for defamation.
20. On December 21, 2020, Respondent filed a Notice of Motion objecting to the amended Proof of Claim filed by Critzer on Howland's behalf.

---

<sup>1</sup> Meg Miranda was a third member of Pony Tails, LLC, below.

21. On January 6, 2021, Critzer filed a response to Respondent's motion, explaining the agreement regarding Kane's partial payment to Howland.
22. On January 12, 2021, Critzer notified the bankruptcy court that Cooper and Howland had reached an agreement.
23. On April 4, 2021, Howland received a check from Critzer in the amount of \$1,170.00. By money order dated May 3, 2021, Howland repaid Rachel Kane \$240.14.
24. Respondent did not issue any federal subpoena against Consentino or Howland.

**VSB Docket No. 21-032-121192**

Complainant: Jaqueline Critzer

**VSB Docket No. 21-032-121174**

Complainant: April Zeidan

25. In 2016, April Zeidan ("Zeidan") loaned Cooper \$1,200.00 to buy a mare named Ashley. Zeidan later learned that Cooper never purchased the horse. Suspecting that she had been defrauded, Zeidan filed suit *pro se* in Hanover County General District Court and obtained a default judgment against Cooper for \$1,212.00 on January 28, 2020, prior to the dismissal of Cooper's 2019 bankruptcy on January 30, 2020. Zeidan hired Jason Breneman, Esq. to collect the judgment. Breneman filed for a writ of *fieri facias*, which he obtained on February 4, 2020. On February 5, 2020, per Breneman's advice, Zeidan picked up a horse named Marley from a stable rented by Cooper to satisfy the judgment. The next day, Cooper filed the 2020 bankruptcy.
26. On February 11, 2020, Respondent called Zeidan requesting Breneman's contact information. On February 17, 2020, Breneman texted Zeidan informing her that he could no longer represent her.
27. On February 18, 2020, Cooper filed an adversary proceeding against Zeidan alleging that Zeidan seized Marley without properly filing a Warrant in Detinue. Zeidan hired Critzer to represent her, and Critzer responded to the adversary proceeding on February 24, 2020.
28. On July 21, 2020, Respondent filed an amended adversary proceeding against Zeidan that included additional allegations of tort claims.
29. On September 24, 2020, Respondent emailed Critzer under the heading, "Accord and Satisfaction Zeidan Section 18.2-499 pursuant to criminal proceedings (privileged communications)". She stated, in part:

I said below that another AP's [sic] would be filed that included your client ie. conspiracy charges and I will also advise you that I intend to file my civil complaint, joinder

of your client and turn over the evidence I have gathered and will gather in the coming weeks to the Commonwealth attorney for criminal charges given the statute [sic] of limitations are set to run. Please note the criminal statutes below that address this type of behavior. In particular please note I have witnesses who will testify that your client approached them to procure their participation in the Facebook Campaign. Also, note the damages. The joinder should therefore remove all the counts in the AP related to the libel etc and leave only the Stay violation left for trial with Breneman in the current AP.

I am offering to settle the emotional distress and injury to his business and reputation caused by your client in an accord and satisfaction which would prevent us from pursuing this as a class one misdemeanor and also that would protect your client if I find out in discovery she has further participation in her on-line activities in the second suit I am bringing against several parties for the Conspiracy concerning the on-line attack.

My offer to your client to settle is only for the libel, slander, conspiracy and accord and satisfaction shall be for the criminal charges total is \$15,000.00 and includes a retraction on facebook by April and a gag order for a confession of judgement for \$25,000.00, as to all parties, this includes Fred, and Aprils Husband given his involvement. You don't talk about it and we don't talk about it. Which means if you mention the terms of my offer to Zeidan to your other clients Howland and Dena today you have violated Aprils gag order. Please respond to this by Monday. I plan to file the conspiracy AP next week due to the statute [sic] of limitations issue involved and the time needed for the Commonwealth attorney to review the evidence I have compiled. If you would like to settle all of these matters I will have my attorney fees to you and Kristen today concerning the stay violation and you can decide if that is in your clients best interest to offer a settlement of those matters as well.

At the conclusion of the email, Respondent listed Va. Criminal Code Section 18.2-499, Combinations to injure others in their reputation, trade, business or profession; rights of employees, and Section 18.2-500, Same; civil relief; damages and counsel fees; injunctions.



30. On September 28, 2020, Critzer replied to Respondent, stating, "Your offer to settle any portion of the civil cases(s) for \$15,000 in order to avoid you and/or Mr. Cooper pursuing any allegedly related matters with the Commonwealth's Attorney as 'criminal charges' is hereby rejected by Ms. Zeidan."

31. On October 2, 2020, Respondent wrote to Critzer:

We have made an offer for settlement to Breneman's carrier. Once I have heard from them as to acceptance, rejection or counter offer I can thus advise my client where things stand. As such I will make him aware that this offer exists but that my advice is that this is excessively low and he would be better off filing a motion for partial summary judgment in 10 days as to the stay violation as soon as Breneman files his answer and again splitting the remaining matters off to seek further civil damages and pursue to the extent possible prosecution of the criminal charges.

32. On October 7, 2020, Respondent emailed Critzer and stated, in part, "The fee shifting under the criminal code is treble damages...She faces my attorney fees x 3 and arrest. Or an accord and satisfaction to get on with her life and allow my client to do likewise."

33. On October 8, 2020, Respondent outlined her demands to Critzer and stated in an email, in part:

...An affidavit from [Zeidan] outlining her knowledge as a witness concerning further acts of solicitation and statements by others including, Meg Miranda, Kristen Cyron, and Allison Consentino and all others that she would consider "were intending to defame or harass" and the name with at least some statements she can reasonably attribute to those engaged in the online harassment. Actual posts or texts would obviously be something she could give me and then an affidavit stating where she obtained them. I understand the concern that she may have repeated such things but I will get to this in discovery anyway and her affidavit will be given to the Commonwealth attorney for their investigation. I will not file it with my complaint in federal court. But it will exist so it can be found in discovery if that case does not settle. She would not be a good witness in state court so my guess is if she cooperates with the commonwealth she is out of this completely. She would not be a good witness because I will probably be a witness in that criminal case and as you know my

observations of your client is that she is at best unreliable in her statements. However, I have no illusions that she was coaxed to sue Fred in state court now is the time for her to explain all of that.

...Lastly, damages. I will present a best and final to Kristen. Her offer as it stands is unacceptable. Your client's burden here is greater than Mr. Breneman to some degree because this statute allow punitive based on the Defendants ability to pay. Mr. Breneman was not involved in the libel and only slightly to blame for the intentional infliction of emotional distress, he got a bad judgment and your client presumed it was ok to post it. Again mistake falls on your client. April also has the resources to pay damages which this Judge has casually awarded in the amounts of \$10,000 in much less serious cases. My evidence of course is Mrs. Zeidan's household income given her husband is an owner of Ashley furniture and my belief that while this litigation was pending Mrs. Zeidan purchased a \$50,000.00 horse for her child's amusement. That is an amount equal to Fred's yearly earnings in a good year. This fee shifting and burden shifting is specifically with the intent of congress. It is to level the playing field for Debtors of little means against the great resources of most creditors.

...All of these funds to be placed in Trust with your firm by Tuesday. These amounts do not change. Kristen will also be given a best and final offer from us. The affidavit to be in my hand by next Friday. The retraction to be filed 5 days after a final writing has been endorsed by all parties. The final writing to be written by you or by me it makes no difference to me. The accord and satisfaction concerning the criminal case to be written by you. All terms must be in writing by 10/20, barring unanticipated events such as Covid etc. The gag order by definition means you and Kristen can present the pleadings you prepared to state court without statements by either defendant to clean up the state court docket and records.

...My offer is knowingly less than I would win in this court. But my resources need to turn to the on-going damages to my client and focus on the civil/criminal matters in front of me. I say these things not to convince you they are true or relevant to settlement. In fact there is nothing relevant once two parties agree they don't want to go to trial. I acknowledge that these time lines are short.

They are intended to be. Yes I expect your client to stop her life and show some concern for other people and their time. My time and my clients time.

34. On October 9, 2020, Barbara Melton, a legal assistant at Critzer's firm, emailed Egan, "Mrs. Critzer has asked me to reach out to you to let you know she has had a medical emergency, has left the office and will not be able to provide an answer regarding the Zeidan case by 5:30 pm today."
35. On October 12, 2020 at 11:46am, Egan replied to Critzer, "This email is not really clear. We requested a response by 5:30 last Friday and have still not received a response. It is our understanding that your client has rejected our offer. Without settlement, we need to proceed with our case and pursue the claims against Ms. Zeidan, including the criminal claims."
36. On October 12, 2020 at 11:49am, Critzer wrote to Egan and copied Respondent and others. Critzer wrote, "Liz: Several emails have been exchanged this morning regarding settlement. At this time Ms. Burgers and I are waiting for a response from your team."<sup>2</sup>
37. On October 12, 2020 at 1:00pm, Respondent emailed Critzer, with a copy to Egan and stated, "If my client is available I will be headed down to the magistrate today to file those criminal charges."
38. On October 12, 2020 at 2:18pm, Critzer responded, with a copy to Egan:

That's unfortunate. I understand that the sticking point is the affidavit. April doesn't have any inside information that she can provide orally or in writing. She doesn't believe that she has anything relevant to any other cases you plan to file so preparing any affidavit would be futile at this point. If you can clarify exactly what information you think she has that will be helpful because at this point she thinks she has no info to provide that don't already have.

We can draft language re: the GDC matters and April's retraction of the statements about the "judgment" once the GDC matters are concluded.

39. On October 13, 2020 at 6:47pm, Respondent emailed Critzer:

I think you should realize that the exhibits listed therein are attached and identified. Please stop all this nonsense. Your client will pay the price for me filing a Motion to Compel. Why in 30

---

<sup>2</sup> Ms. Burgers was counsel for Breneman's malpractice carrier.

days could you not ask for a simple clarification on this. I really can't understand your total unwillingness to keep your clients costs down here. I will give you one last chance to present to me what apology statement you would like to file and agree to our other terms of settlement by 3 :00 pm tomorrow. On Thursday morning I will seek an arrest warrant. Please stop wasting my time. Kristen is not obligated to pay for the libel related to those terrible statements and posts by your client. I will file a partial motion for summary judgement for those photos and those statement Friday along with the motion to compel. You will find out that Mr. Breneman is not obligated for those fees.

Good luck convincing KRH you did not know which exhibits I was referring to and did not think to ask in 30 days. This is the worst example of bad faith I have ever seen.

40. On October 13, 2020 at 7:24pm, Critzer replied to Respondent. She stated, in part, "If you want an affidavit, I will not pretend to know exactly what you want. Please produce the affidavit that I can review with April. Your continued and repeated threats are noted; not ignored."
41. On December 28, 2020, the bankruptcy court approved a settlement providing that Breneman's malpractice insurance carrier would pay a total of \$45,000.00, with \$10,000.00 to Cooper and \$23,000.00 for Respondent's fees. Neither Critzer, Consentino, Zeidan nor Howland were ever contacted by law enforcement or the Commonwealth's Attorney regarding any of the threats of criminal prosecution made by Chandler or Egan. Federal subpoenas were never issued.

**VS B Docket No. 22-032-123593**

Complainant: Kristen Cyron

42. Kristen Cyron ("K. Cyron") is a horse owner who agreed to put her horses into an LLC with Cooper and another horse owner, Meg Miranda ("Miranda"). The purpose of the LLC, called Pony Tails, LLC, was to pool points for competitive horse shows. Although Cooper never signed the agreement, the LLC was registered online with the State Corporation Commission by K. Cyron. Her father, Wayne Cyron ("W. Cyron"), a licensed Virginia attorney, was the registered agent.
43. Cooper and K. Cyron had a dispute in which K. Cyron alleged that she had sold Cooper a horse for which he never paid, and then Cooper sold the horse to someone else.
44. K. Cyron and W. Cyron filed suit against Cooper in Alexandria District Court on October 31, 2019, while Cooper's 2019 bankruptcy was still active. On November 22, 2019, they attended the first hearing, at which the case was set for trial on

January 9, 2020. According to K. Cyron, Cooper did not mention to the court or K. and W. Cyron that he was in bankruptcy. When the parties later showed up for trial, Cooper informed the court for the first time that he was in a Chapter 13 bankruptcy.

45. On November 18, 2019, Cooper filed suit against K. Cyron in Henrico General District Court over ownership of two other horses. At trial on January 3, 2020, the court awarded \$2500 to Cooper for a horse called Merlin's Legacy, because K. Cyron did not have the correct paperwork evidencing her ownership of the horse. The court did not rule on the ownership of the other horse, Cover Girl SLS, because it was co-owned by Miranda, who was not present.
46. K. Cyron appealed the case to the Henrico Circuit Court on January 28, 2020. W. Cyron noticed his appearance as counsel, and they posted a \$2500 appeal bond.
47. K. Cyron began receiving notices from Respondent and the bankruptcy court because Cooper included horses owned by her as his assets.
48. Cooper then sent a letter to the Henrico Circuit court stating that he wanted to drop his case. By order dated February 24, 2020, the case was dismissed, and the appeal bond was returned to W. Cyron.
49. According to K. Cyron, she also received another order from the Henrico Circuit Court which stated that Cooper was not a member of Pony Tails, LLC and was thus not entitled to any assets from the agreement. The order contained a notary stamp with the maiden name of an employee of W. Cyron.
50. Respondent accused K. Cyron of fabricating the order, which K. Cyron and W. Cyron denied in affidavits. W. Cyron told VSB Investigator Oren M. Powell that Respondent threatened to go to the Commonwealth's Attorney and threatened that K. Cyron violated the bankruptcy stay.

51. On August 14, 2020, Egan emailed W. Cyron and copied Respondent. She stated:

Per our conversation today, I am re-sending the email that I sent to you on July 17, 2020. I attached the alleged fake order. As I stated to you, I spoke to the clerk of both the Henrico Circuit Court and the Henrico General District Court and they both told me that the attached order is not in their systems. The Clerk of the Henrico GDC stated that it looked like someone photocopied the Judge Murphy's signature onto the order. I spoke to Judge Murphy and he denied signing this order. This order was used to transfer property from our client, Frederick Cooper to Kristen Cyron. It is my understanding that both Ava Smith and Kristen Cyron work in your office. Before we report this incident to the Commonwealth Attorney on Monday, we are willing to settle this matter with

accord and satisfaction. However, if we go to the Commonwealth Attorney this will need to be adjudicated. We have put in much time and effort into this case and this further represents a violation of the stay. WE will also report this incident to the Virginia State Bar as these are your employees for whom you have a duty to supervise.

I hope to hear from you by Monday our offer to settle all matters with your client is \$10,000.00. We have no way to promise Judge Murphy will not pursue this matter further. He has asked us to report back.

52. On September 24, 2021, Cooper and W. Cyron entered into a settlement agreement for \$10,000 to settle all claims between them regarding their disputes over Pony Tails LLC, and any alleged violations of the automatic stay. K. Cyron was never contacted by law enforcement or the Commonwealth's Attorney.

## II. NATURE OF MISCONDUCT

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

**VS B Docket No. 21-032-118348**

Complainant: Allison Consentino

LAB WBM

Rule 4.3(b)

*By providing legal advice to Consentino in emails dated November 19, 2019 and February 27, 2020, Respondent violated Rule 4.3(b).*

**VS B Docket No. 21-032-121489**

Complainant: William Howland

Rule 3.4(i) and Rule 8.4(b)

*By threatening Howland with criminal prosecution to gain advantage in the bankruptcy disputes, Respondent violated Rules 3.4(i) and 8.4(b).*

**VS B Docket No. 21-032-121192**

Complainant: Jaqueline Critzer

**VS B Docket No. 21-032-121174**

Complainant: April Zeidan

Rule 3.4(i), Rule 5.1(b) and (c)(1) and Rule 8.4 (a) and (b)

*By threatening criminal prosecution to gain advantage in Zeidan's bankruptcy disputes, Respondent violated Rule 3.4(i) and Rule 8.4(b).*

*As Egan's supervising attorney, by ratifying Egan's threat of criminal prosecution to gain advantage in Zeidan's bankruptcy disputes, Respondent violated Rule 5.1(b) and (c) and Rule 8.4(a).*

**VS B Docket No. 22-032-123593**

Complainant: Kristen Cyron

Rule 3.4(i), Rule 5.1(b) and (c)(1), Rule 8.4 (a) and (b)

*By threatening criminal prosecution to gain advantage in K. Cyron's bankruptcy disputes, Respondent violated Rule 3.4(i) and Rule 8.4(b).*

*As Egan's supervising attorney, by ratifying Egan's threat of criminal prosecution to gain advantage in Cyron's bankruptcy disputes, Respondent violated Rule 5.1(b) and (c) and 8.4(a).*

**Virginia Rules of Professional Conduct**

**RULE 3.4 Fairness To Opposing Party And Counsel**

A lawyer shall not:

(i) Present or threaten to present criminal or disciplinary charges solely to obtain an advantage in a civil matter.

**RULE 4.3 Dealing With Unrepresented Persons**

(b) A lawyer shall not give advice to a person who is not represented by a lawyer, other than the advice to secure counsel, if the interests of such person are or have a reasonable possibility of being in conflict with the interest of the client.

**RULE 5.1 Responsibilities Of Partners And Supervisory Lawyers**

(b) A lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct.

(c) A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if:

(1) the lawyer orders or, with knowledge of the specific conduct, ratifies the conduct involved; or

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Three-Judge Panel for its approval the Agreed Disposition of Public Reprimand with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Three-Judge Panel. The Virginia State Bar and Respondent agree that, should the Three-Judge Panel reject this Agreed Disposition, the Three-Judge Panel retains jurisdiction to hear this matter on November 15-17, 2022 or anytime thereafter. Bar counsel and Respondent agree that the effective date for the sanction shall be the date that the Three-Judge Panel approves this Agreed Disposition. The terms with which Respondent must comply are as follows:

1. For a period of two (2) years following the date of the approval of the Agreed Disposition by the Three-Judge Panel, Respondent will not engage in any conduct that violates Rule 3.4(i) of the Virginia Rules of Professional Conduct, including any amendments thereto, and/or which violates any analogous provisions, and any amendments thereto, of the disciplinary rules of another jurisdiction in which Respondent may be admitted to practice law. The terms contained in this paragraph will be deemed to have been violated when any ruling, determination, judgment, order, or decree has been issued against Respondent by a disciplinary tribunal in Virginia or elsewhere, containing a finding that Respondent has violated one or more provisions of the Rules of Professional Conduct referred to above, *provided, however*, that the conduct upon which such finding was based occurred within the period referred to above, and provided, further, that such ruling has become final.




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

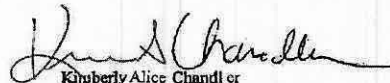
If, however, the term is not met by the deadlines imposed above, Respondent agrees that the alternative disposition shall be a two (2) year suspension of Respondent's right to practice law in the Commonwealth of Virginia pursuant to Rules of Court, Part Six, Section IV, Paragraph 13-18.O. Any proceeding 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.

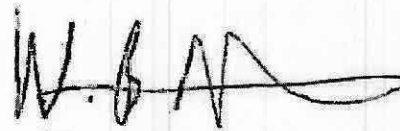
Pursuant to Part 6, § IV, ¶ 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the Three-Judge Panel considering this Agreed Disposition.

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

  
Kimberly Alice Chandler  
Respondent

  
Wayne Barry Montgomery  
Respondent's Counsel