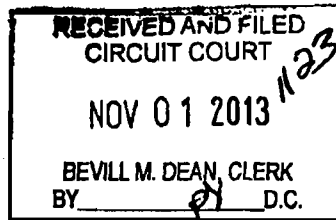


MARRS

LAW FIRM, PLLC



7202 Glen Forest Drive
Suite 307
Richmond, VA 23226
TEL 804.662-5716
FAX 804.662-5712
bmarrs@marrslaw.com

November 1, 2013


Bevill Dean, Clerk
Richmond Circuit Court
400 N. 9th Street, first floor
Richmond, VA 23219

By Courier

Re: Boleman Law Firm, P.C. v. Julia B. Adair, et al.
Civil Action No. CL 13-4582

Dear Mr. Dean:

Please file the enclosed Answer on behalf of all three defendants in the case referenced above.
Thank you for your assistance.

Sincerely,

Bradley P. Marrs

BPM/

Enclosure

cc: Julia B. Adair
Deanna H. Hathaway
Leslie A.T. Haley

RECEIVED AND FILED
CIRCUIT COURT
NOV 01 2013 11 23
BEVILL M. DEAN, CLERK
BY [Signature] D.C.

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

BOLEMAN LAW FIRM, P.C.)
Plaintiff,)

v.)

Civil Action No. CL13-4582

JULIA B. ADAIR)
DEANNA H. HATHAWAY)
And)
HATHAWAY ADAIR, P.C.)

Defendants.)

ANSWER

Defendants Julia B. Adair (“Adair”), Deanna H. Hathaway (“Hathaway”) and Hathaway Adair, P.C. (“HA”) (all of whom may be referred to collectively below as “defendants”) respond to the Complaint filed against them by plaintiff Boleman Law Firm, P.C. (“BLF”) as follows:

1. Defendants admit the allegations of Complaint ¶ 1.
2. Defendants admit that Adair is a lawyer admitted to practice in the Commonwealth of Virginia, and that she was employed by BLF from December 1, 2004 until she resigned on April 11, 2013, but defendants deny the remaining allegations of Complaint ¶ 2.
3. Defendants admit that Hathaway is a lawyer admitted to practice in the Commonwealth of Virginia, and that she was employed by BLF from October 14, 2003 to July 24, 2008 and again from November 24, 2008 until she resigned on April 11, 2013, but defendants deny the remaining allegations of Complaint ¶ 3.

4. Defendants deny the allegations of Complaint ¶ 4, but do not contest the jurisdiction of this Court.

5. Defendants deny the allegations of Complaint ¶ 5, but do not contest venue in this Court.

6. Defendants deny the allegations of Complaint ¶ 6.

7. Defendants deny the allegations of Complaint ¶ 7.

8. Defendants deny the allegations of Complaint ¶ 8.

9. Defendants deny the allegations of Complaint ¶ 9, and specifically deny that Adair engaged in any conduct remotely unlawful in the course of determining, along with her husband, to obtain a new (replacement) mortgage loan for their personal residence. Further answering, Adair maintains that she sought no information from BLF beyond what BLF was lawfully required to provide under Va. Code § 40.1-29.C, and accordingly, BLF was not in any way imposed upon to divulge information due to any particular actions or statements of Adair. Further answering, Adair maintains that she would not have needed a report from BLF in accordance with BLF's statutory obligation had her paycheck stubs properly documented her supposed annual rate of salary; those stubs did not provide the needed documentation, however, because of BLF's regular practice of flouting payroll laws, including but not necessarily limited to (i) the obligation to establish and adhere to a regular schedule for payroll (Va. Code § 40.1-29.A); (ii) the obligation to withhold federal and state income and other taxes from salary, wages, bonuses and other compensation paid (IRC § 3402-03 and Va. Code § 58.1-461); (iii) the obligation to pay federal tax assessments for FICA and Medicare in conjunction with each instance of payroll and within three business days of each instance of payroll (IRC §

3101-02); and (iv) the obligation to refrain from withholding non-tax amounts from Adair's paychecks in the absence of a document signed by Adair consenting to such withholdings (Va. Code §40.1-29.C). It should also be noted that BLF had also handled Hathaway's payroll in similar fashion in the past as well. In sum, BLF's allegations in Complaint ¶ 9 are in bad faith, in that they attempt to blame Adair for the consequences of the habitual business practices of BLF (undertaken with the full knowledge of and at the direction of BLF's principal, G.R. "Rusty" Boleman, III) to violate numerous state and federal payroll-related laws in the particulars set forth above, all as a means of financing BLF's operations in a manner not permitted by these laws.

10. Defendants deny the allegations of Complaint ¶ 10.

11. Defendants deny the allegations of Complaint ¶ 11. Further answering, Adair and Hathaway maintain that had they actually undertaken representation in the manner suggested in Complaint ¶ 11, that would have constituted numerous violations of the Virginia Rules of Professional Conduct, since those rules prohibit representations from being undertaken in the manner now urged by BLF, and since those rules require that attorneys maintain candor towards all tribunals.

12. Defendants deny the allegations of Complaint ¶ 12.

13. Defendants deny the allegations of Complaint ¶ 13. Further answering, defendants deny that the mere act of planning their departure was wrongful or improper in any way; to the contrary, applicable precedent of the Supreme Court of Virginia explicitly allow employees to plan departures otherwise properly carried out. In addition, the practice of sending out client election letters is actively encouraged by the Virginia State Bar under its Legal Ethics Opinions. While Adair and Hathaway correctly

anticipated that BLF and Mr. Boleman would display anger when that process began, the unjustified anger of those parties in no way supports any supposition that recognizing and planning ahead to meet their ethical obligations constituted any form of wrongful conduct on Adair's or Hathaway's parts.

14. Defendants deny the allegations of Complaint ¶ 14.

15. Defendants deny the allegations of Complaint ¶ 15. Further answering, defendants deny that there is any such thing as "Boleman clients", since no lawyer or law firm has a proprietary right in an ongoing client relationship; all rights inhere in the clients and the clients only, and all decisions as to current or future representation were always to be made by the clients, then honored by the attorneys.

16. In response to Complaint ¶ 16, defendants incorporate by reference their responses to ¶¶ 1-15, above.

17. Defendants deny the allegations of Complaint ¶ 17. In particular, due to prior and repeated material breaches by BLF of its contractual obligations to Adair and Hathaway, there is a failure of consideration for any reciprocal obligations BLF may have otherwise been entitled to claim.

18. Defendants deny the allegations of Complaint ¶ 18.

19. Defendants deny the allegations of Complaint ¶ 19.

20. Defendants deny the allegations of Complaint ¶ 20, and deny that plaintiff is entitled to any relief against them.

21. In response to Complaint ¶ 21, defendants incorporate by reference their responses to ¶¶ 1-20, above.

22. Defendants deny the allegations of Complaint ¶ 22. Further answering, defendants maintain that since the resignations of Adair and Hathaway, BLF has repeatedly referred to various items as proprietary in nature, despite those items not actually being proprietary in nature. BLF did not in fact have proprietary rights in the information it cites, did not maintain proprietary privileges in it, and therefore had no reasonable expectations of the nature here alleged.

23. Defendants deny the allegations of Complaint ¶ 23.

24. Defendants deny the allegations of Complaint ¶ 24. Further answering, Adair and Hathaway acknowledge their ethical responsibilities to clients and to others to maintain truthfulness and honesty in their statements, but maintain that they met their responsibilities in all instances, and further maintain that they owed no fiduciary duties to BLF, for the reasons set forth above.

25. Defendants deny the allegations of Complaint ¶ 25.

26. Defendants deny the allegations of Complaint ¶ 26, and specifically deny that BLF is entitled to any relief against them.

27. In response to Complaint ¶ 27, defendants incorporate by reference their responses to ¶¶ 1-26, above.

28. Defendants deny the allegations of Complaint ¶ 28. Further answering, Adair acknowledges that she signed the original of Complaint Exhibit A, but submits that this agreement was drafted, requested and obtained unlawfully and for unlawful purposes by BLF, specifically in violation of Virginia Rule of Professional Conduct 5.6(a) and its predecessors. Adair specifically denies breaching any obligations to BLF, whether based in this document or otherwise.

29. Defendants deny the allegations of Complaint ¶ 29.

30. Defendants deny the allegations of Complaint ¶ 30. Further answering, Hathaway acknowledges that she signed the original of Complaint Exhibit B, but submits that this agreement was drafted, requested and obtained unlawfully and for unlawful purposes by BLF, specifically in violation of Virginia Rule of Professional Conduct 5.6(a) and its predecessors. Hathaway specifically denies breaching any obligations to BLF, whether based in this document or otherwise.

31. Defendants deny the allegations of Complaint ¶ 31.

32. Defendants deny the allegations of Complaint ¶ 32, and specifically deny that BLF is entitled to any relief against them.

33. In response to Complaint ¶ 33, defendants incorporate by reference their responses to ¶¶ 1-32, above.

34. Defendants deny the allegations of Complaint ¶ 34.

35. Defendants deny the allegations of Complaint ¶ 35.

36. Defendants deny the allegations of Complaint ¶ 36, and specifically deny that BLF is entitled to any relief against them.

37. All allegations of the Complaint not expressly admitted above are hereby denied. Defendants further deny that BLF may have any of the relief prayed for against any one or more of them.

38. Defendants further maintain that BLF has failed to state a claim for which relief may be granted against HA, inasmuch as BLF's allegations focus on allegations of events that occurred prior to the creation of HA on April 25, 2013.

39. Defendants allege as an affirmative defense that BLF is barred from obtaining any relief against them due to BLF's having subjected the defendants to numerous instances of breaches of BLF's contractual and statutory employer obligations, including numerous instances of breaches occurring before the earliest event alleged by BLF in its Complaint.

40. Defendants allege as an affirmative defense that BLF is estopped from obtaining any relief in this Court due to its own numerous instances of unlawful and otherwise wrongful conduct and "unclean hands", some of which instances have persisted beyond Adair's and Hathaway's date of resignation and through and including the date of filing of this Answer.

41. Defendants allege as an affirmative defense that BLF may not seek or obtain the relief requested in its Complaint due to the illegality of the BLF contracts relied upon, due to the contracts being void or voidable as contrary to public policy, and generally due to BLF's seeming efforts to enlist the Court's assistance with furtherance of its ongoing illegal and improper actions.

42. Defendants allege as an affirmative defense that BLF may not seek or obtain the relief requested in its Complaint due to failure of consideration.

43. Defendants allege that BLF's filing of its Complaint is motivated by spite and ill will against the defendants, is without adequate basis in law and fact, is motivated by a desire to harass and injure the defendants, and is otherwise in violation of Va. Code § 8.01-271.1. Accordingly, defendants are entitled to an award of all of their legal expenses incurred in their defense in this matter, including but not limited to their attorney's fees.

WHEREFORE, defendants Julia B. Adair, Deanna H. Hathaway, and Hathaway Adair, P.C. pray that the plaintiff's Complaint will be dismissed, and that they will be awarded all of their attorney's fee, costs, and other legal expenses incurred in their defense.

TRIAL BY JURY IS DEMANDED.

JULIA B. ADAIR
DEANNA H. HATHAWAY
HATHAWAY ADAIR, P.C.

By: 
Counsel

Bradley P. Marrs
Patrick C. Henry II
The Marrs Law Firm, PLLC
7202 Glen Forest Drive, Suite 307
Richmond, Virginia 23226
Tel. (804) 662-5716
Fax (804) 662-5712
e-mail bmarrs@marrslaw.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Answer was mailed to the following counsel

for plaintiff on November 1, 2013:

Leslie A.T. Haley
Haley Law, PLC
P.O. Box 943
Midlothian, VA 23113

