

## APPENDIX

**TABLE OF APPENDICES**

	<i>Page</i>
APPENDIX A — OPINION OF THE COURT OF APPEALS OF VIRGINIA, FILED SEPTEMBER 26, 2023.....	1a
APPENDIX B — OPINION OF THE COURT OF APPEALS OF VIRGINIA, FILED OCTOBER 12, 2023.....	9a
APPENDIX C — ORDER OF THE CIRCUIT COURT OF VIRGINIA, FILED SEPTEMBER 13, 2022 .....	10a
APPENDIX D — OPINION OF THE SUPREME COURT OF VIRGINIA, FILED JUNE 11, 2024 .....	15a
APPENDIX E — OPINION OF THE SUPREME COURT OF VIRGINIA, DATED JULY 18, 2024 .....	16a
APPENDIX F — STATUTES AND REGULATIONS.....	18a

1a

**APPENDIX A — OPINION OF THE  
COURT OF APPEALS OF VIRGINIA,  
FILED SEPTEMBER 26, 2023**

COURT OF APPEALS OF VIRGINIA

Present: Judges Fulton, Friedman and Chaney

Record No. 1439-22-1

OKSANA MARINARO

v.

PARKS ZEIGLER, PLLC

FROM THE CIRCUIT COURT OF THE CITY  
OF NORFOLK

David F. Pugh, Judge

**MEMORANDUM OPINION\***

**PER CURIAM**

September 26, 2023

Oksana Marinaro appeals the trial court's orders denying her complaint against the law firm, Parks Zeigler, PLLC, granting Parks Zeigler's counterclaim, and imposing sanctions against her. Marinaro argues the trial court erred in failing to eliminate unnecessary hours

---

\* This opinion is not designated for publication. *See* Code § 17.1-413(A).

*Appendix A*

and determining a reasonable and appropriate hourly rate in the calculation of attorney fees. Marinaro also alleges that the trial court erred in finding Marinaro's later filings constituted claim splitting and by finding that the Virginia Consumer Protection Act<sup>1</sup> (VCPA) did not apply to legal services. Finally, Marinaro challenges the imposition of sanctions.

After examining the briefs and record in this case, the panel unanimously holds that oral argument is unnecessary because "the appeal is wholly without merit." Code § 17.1-403(ii)(a); Rule 5A:27(a). The record on appeal is insufficient for this Court to reach the issues that Marinaro raises because she has failed to file a complete transcript or a written statement of facts in lieu of a transcript for the August 23, 2022 hearing. A transcript or written statement of facts in lieu of a transcript for that hearing is indispensable for review of Marinaro's assignments of error. For the following reasons, the trial court's judgment is affirmed.

**BACKGROUND**

"When reviewing a trial court's decision on appeal, we view the evidence in the light most favorable to the prevailing party, granting it the benefit of any reasonable inferences." *Nielsen v. Nielsen*, 73 Va. App. 370, 377, 860 S.E.2d 397 (2021) (quoting *Congdon v. Congdon*, 40 Va. App. 255, 258, 578 S.E.2d 833 (2003)). Here, Parks Zeigler is the prevailing party.

---

1. Code § 59.1-196 *et seq.*

*Appendix A*

In December 2018, Marinaro retained Parks Zeigler to represent her in a divorce action. The parties entered into a written retainer agreement that governed the terms of Parks Zeigler's representation. The agreement set forth the hourly billing rates, terms, and condition of the representation, as well as cost reimbursement. The agreement also provided for a \$10,000 retainer. Parks Zeigler's attorney-client relationship with Marinaro ended months later. Parks Zeigler sent Marinaro invoices for work performed, with an outstanding balance of \$789.30.

Marinaro thereafter filed a complaint challenging Parks Zeigler's final invoice for services provided, based on 45.70 hours of work. Marinaro claimed that "45.70 hours [was] excessive and unreasonable and should be reduced to no more than 3.12 hours." Marinaro also challenged the attorneys' hourly rates.

Parks Zeigler filed a plea in bar, demurrer, answer, and affirmative defenses. Parks Zeigler claimed that it was unclear if Marinaro was pursuing a breach of contract cause of action or a tort cause of action, but regardless, it argued that she had failed to allege sufficient facts to support either claim. Parks Zeigler also filed a motion for sanctions, arguing that Marinaro's claims were "frivolous assertions of unfounded factual and legal claims" under Code § 8.01-271.1. Parks Zeigler filed an additional motion to have Marinaro deemed a "vexatious litigant," arguing that she had "a history of filing vexatious, harassing, and duplicative lawsuits against attorneys who have opposed [her] in litigation and judges who ruled against her."

*Appendix A*

The parties appeared before the trial court on June 27, 2022, for a hearing on Parks Zeigler's motions.<sup>2</sup> The trial court denied Parks Zeigler's plea in bar and sustained Parks Zeigler's demurrer as to Marinaro's claim for attorney fees. The trial court overruled Parks Zeigler's demurrer to the remaining allegations and construed Marinaro's complaint as a breach of contract action. The trial court also denied Parks Zeigler's motion to have Marinaro deemed a vexatious litigant.

Before the entry of the final order regarding Marinaro's complaint, Parks Zeigler filed a counterclaim seeking judgment against Marinaro for outstanding fees owed. Parks Zeigler acknowledged Marinaro paid an initial retainer in the sum of \$10,000, but alleged she owed an additional \$789.30 for services rendered, plus interest and costs of collection, including attorney fees.

In response, Marinaro filed a counterclaim, arguing that "Parks Zeigler failed to fulfill its obligation in breach of the agreement" and that Parks Zeigler's "invoices reflected unreasonable, excessive fees." Marinaro also claimed that Parks Zeigler violated the VCPA because the invoices included "charges for clerical/secretary work, work that does not require legal judgement [sic], excessive time spent on some tasks."

Parks Zeigler filed a plea in bar and demurrer to Marinaro's counterclaim and a motion for sanctions.

---

2. A transcript of this hearing has not been made a part of the record.

*Appendix A*

Parks Zeigler alleged that Marinaro's counterclaim was procedurally improper because she raised new claims and that by filing a counterclaim to its counterclaim, Marinaro had "improperly split her claims." Parks Zeigler also argued that the VCPA does not apply to legal services. Finally, Parks Zeigler requested sanctions against Marinaro because her pleading was "procedurally improper" and contained "frivolous assertions of unfounded factual and legal claims."

The parties convened for a hearing on August 23, 2022.<sup>3</sup> After considering the expert evidence, the trial court held that Parks Zeigler's hourly rate was reasonable. The trial court found that Parks Zeigler's invoices contained "the dates that work was done, the hours, the rate, and ... the total cost money-wise, and [it was] itemized." The trial court granted Parks Zeigler's counterclaim because Marinaro failed to pay Parks Zeigler contracted fees for the services rendered, and granted judgment against Marinaro in the amount of \$789.30. The trial court also granted Parks Zeigler's motion for sanctions and ordered Marinaro to pay Parks Zeigler sanctions in the amount of \$25,000. The trial court granted Parks Zeigler's plea in bar, finding that Marinaro's counterclaim constituted claim-splitting and was procedurally improper. The trial court also held that the VCPA did not apply to legal services. The trial court denied Marinaro's counterclaim, which rendered moot Parks Zeigler's demurrer.

---

3. The record includes a transcript of only the trial court's ruling from the hearing.

*Appendix A*

On August 30, 2022, the trial court entered an order memorializing its rulings.<sup>4</sup> Marinaro timely filed a motion to reconsider, which the trial court denied. Marinaro appeals.

**ANALYSIS**

Marinaro filed transcripts of a portion of her July 19, 2022 deposition and the trial court's ruling from the August 23, 2022 hearing. The record, however, does not contain a full transcript or a written statement of facts in lieu of a transcript of the entire August 23, 2022, hearing. See Rule 5A:8(a) and (c). If an appellant "fails to ensure that the record contains transcripts or a written statement of facts necessary to permit resolution of appellate issues, any assignments of error affected by such omission shall not be considered." Rule 5A:8(b)(4)(ii); see *Browning v. Browning*, 68 Va. App. 19, 30, 802 S.E.2d 178 (2017) (applying rule).

"On appeal, we presume the judgment of the trial court is correct." *Bay v. Commonwealth*, 60 Va. App. 520, 528, 729 S.E.2d 768 (2012). "The burden is upon the appellant to provide [the appellate court] with a record which substantiates the claim of error. In the absence [of a sufficient record], we will not consider the point." *Dixon v. Dixon*, 71 Va. App. 709, 716, 840 S.E.2d 1 (2020) (alterations in original) (quoting *Robinson v. Robinson*, 50 Va. App. 189, 197, 648 S.E.2d 314 (2007)). Even though

---

4. The trial court entered an identical order on September 13, 2022.



*Appendix A*

Marinaro is proceeding *pro se*, she still “must comply with the rules of court.” *Francis v. Francis*, 30 Va. App. 584, 591, 518 S.E.2d 842 (1999); see *Townes v. Commonwealth*, 234 Va. 307, 319, 362 S.E.2d 650, 4 Va. Law Rep. 1119 (1987) (holding that “[a] *pro se* litigant is no less bound by the rules of procedure and substantive law than a defendant represented by counsel”).

We have reviewed the record and the parties’ briefs. In the absence of a complete transcript or written statement of facts in lieu of a transcript, the Court cannot determine what evidence the parties presented at the August 23, 2022 hearing. In reciting its holding, the trial court stated that it considered testimony from an expert in determining that Parks Zeigler’s fees were reasonable. Moreover, in imposing sanctions, the trial court based its order on Marinaro’s “conduct in court, the arguments she advanced, and her pleadings.” Without a complete transcript, this Court is unable to review the expert evidence upon which the trial court considered in finding that Parks Zeigler’s fees were reasonable, or Marinaro’s conduct that led to the imposition of sanctions. Further, the record does not contain any arguments the parties made regarding claim splitting or the VCPA. Marinaro failed to provide a record that includes the evidence heard by the trial court and the objections and arguments made throughout the trial.

Without a complete record of the arguments Marinaro made or the positions she took at the August 23, 2022 hearing, we cannot know that Marinaro presented the specific arguments she advances on appeal to the trial

*Appendix A*

court. *See* Rule 5A:18 (an appellate court will only consider arguments that timely were raised in the trial court). We conclude that a transcript, or written statement of facts in lieu of a transcript, from the August 23, 2022 hearing is indispensable to a determination of Marinaro's assignments of error. *See Bay*, 60 Va. App. at 528-29.

Finally, Parks Zeigler requests attorney fees and costs incurred in this appeal. "The decision of whether to award attorney's fees and costs incurred on appeal is discretionary." *Koons v. Crane*, 72 Va. App. 720, 742, 853 S.E.2d 524 (2021) (quoting *Friedman v. Smith*, 68 Va. App. 529, 545, 810 S.E.2d 912 (2018)). In making such a determination, the Court considers all the equities of the case. Rule 5A:30(b)(3). After considering the record before us and all the equities of the case, we deny Parks Zeigler's request for appellate attorney fees and costs.

**CONCLUSION**

For the foregoing reasons, the trial court's ruling is affirmed.

Affirmed.

**APPENDIX B — OPINION OF THE  
COURT OF APPEALS OF VIRGINIA,  
FILED OCTOBER 12, 2023**

**VIRGINIA:**

In the Court of Appeals of Virginia on Thursday the 12th  
day of October, 2023.

Oksana Marinaro, *Appellant,*  
against Record No. 1439-22-1  
Circuit Court Nos. CL21-16346-00 through  
CL21-16346-02

Parks Zeigler, PLLC, *Appellee.*

Upon a Petition for Rehearing

Before Judges Fulton, Friedman and Chaney

On consideration of the petition of the appellant to set  
aside the judgment rendered herein on the 26th day of  
September, 2023 and grant a rehearing thereof, the said  
petition is denied.

A Copy,

Teste:

A. John Vollino, Clerk

By: s/\_\_\_\_\_  
Deputy Clerk

10a

**APPENDIX C — ORDER OF THE  
CIRCUIT COURT OF VIRGINIA,  
FILED SEPTEMBER 13, 2022**

**VIRGINIA: IN THE CIRCUIT COURT  
FOR THE CITY OF NORFOLK**

Case No.: CL21-18346

OKSANA MARINARO

*Plaintiff,*

V.

PARKS ZEIGLER, PLLC,

*Defendant.*

---

Case No.: CL21-16346-01

PARKS ZEIGLER, PLLC,

*Counterclaim Plaintiff,*

V.

OKSANA INARINARO,

*Counterclaim Defendant.*

---

11a

*Appendix C*

Case No.: CL21-1634642-02

OKSANA INARINARO

*Counterclaim Plaintiff,*

V.

PARKS ZEIGLER, PLLC,

*Counterclaim Defendant.*

**ORDER**

THIS CAUSE came to be heard on August 23, 2022, for trial upon Oksana Marinaro's ("Marinaro") Complaint against Parks Zeigler, PLLC ("Parks Zeigler") and Parks Zeigler's Counterclaim against Marinaro, notice duly issue, all parties appeared in person, and Marinaro represented herself pro se.

UPON CONSIDERATION of the applicable law, the applicable pleadings filed herein, the rules of court, the evidence presented, the testimony of the expert witness, the argument of counsel and the pro se party, and for good cause shown, the Court makes the following factual findings.

1. As to the Complaint and based on the evidence before this Court,

*Appendix C*

a. Marinaro has not proven Parks Zeigler breached their contact with Marinaro in that the fees charged by Parks Zeigler were not unreasonable, excessive, or duplicative.

b. The itemization of the attorney's fees, services, and costs charged by Parks Zeigler in its representation of Marinaro were reasonable, contracted for, and proper.

2. As to the Counterclaim and based on the evidence before this Court,

a. The Court finds that Marinaro failed to pay Parks Zeigler the contracted for fees for the services that were properly and reasonably rendered.

3. As to the Sanctions Motion and based on the evidence before this Court:

a. For the reasons stated on the record, Marinaro, by her conduct in court, the arguments she advanced, and her pleadings violated Virginia Code g 8.01-271.1, it is therefore,

ADJUDGED, ORDERED, AND DECREED as follows:

1. As to the Complaint

a. Marinaro failed to carry her burden of proof in her case-in-chief and therefore judgment is rendered for Defendant on the Complaint,

*Appendix C*

and the relief Marinaro requested therein is  
DENIED.

2. As to the Counterclaim:

- a. Because Marinaro failed to pay Parks Zeigler the contracted for fees for the services that were properly and reasonably rendered Parks Zeigler's Counterclaim against Marinaro is GRANTED.
- b. Parks Zeigler is GRANTED JUDGMENT against Marinaro in the amount of seven hundred and eighty-nine dollars and thirty cents (\$789.30) with 6% interest from August 23, 2022.

3. As to the Sanctions Motion:

- a. Because Marinaro, by her conduct in court, the arguments she advanced, and her pleadings violated Virginia Code § 8.01-271.1, Parks Zeigler's Motion for Sanctions is hereby GRANTED.
- b. Marinaro is ORDERED to pay Parks Zeigler, at 4768 Euclid Road, Ste. 103, Virginia Beach, Virginia 23457, monetary sanctions in the amount of twenty-five thousand dollars (\$25,000.00) on or before September 22, 2022.

*Appendix C*

The clerk is hereby directed to provide certified copies of this Order to counsel of record and the pro se party.

Nothing further remaining to be done herein, Case Numbers CL21-16346 and CL21-16346-01 are stricken from the docket and placed among the ended causes.

ENTERED: September 13, 2022

s/\_\_\_\_\_  
Judge David F. Pugh

SEEN AND AGREED:

s/\_\_\_\_\_  
Brando . Zeigler, Esquire VSB N. 40031  
Parks eigler, PLLC  
4768 Euclid Road, Suite 103  
Virginia Beach, VA 23462  
(757) 453-7744  
(757) 453-7578 Facsimile  
bzeigler@pzl原因.com  
Counsel for Parks Zeigler, PLLC

SEEN AND OBJECTED TO:

Signature waived pursuant to Rule 1:13

\_\_\_\_\_  
Oksana Marinaro  
3901 Roebling Lane  
Virginia Beach, VA 23452  
omarinaro@nps.k12.va.us  
Pro se Plaintiff



15a

**APPENDIX D — OPINION OF THE SUPREME  
COURT OF VIRGINIA, FILED JUNE 11, 2024**

**IN THE SUPREME COURT OF VIRGINIA  
RICHMOND, VIRGINIA**

Record No. 230911  
Court of Appeals No. 1439-22-1  
(Court of Appeals of Virginia)

OKSANA MARINARO,

*Appellant,*

against

PARKS ZEIGLER, PLLC,

*Appellee.*

Filed June 11, 2024

**OPINION**

Upon review of the record in this case and consideration of the argument submitted in support of the granting of an appeal, the Court is of the opinion there is no reversible error in the judgment complained of. Accordingly, the Court refuses the petition for appeal.

Muriel-Theresa Pitney, Clerk

/s/  
Deputy Clerk

**APPENDIX E — OPINION OF THE  
SUPREME COURT OF VIRGINIA,  
DATED JULY 18, 2024**

VIRGINIA:

**IN THE SUPREME COURT OF VIRGINIA  
HELD AT THE SUPREME COURT BUILDING  
IN THE CITY OF RICHMOND ON THURSDAY  
THE 18TH DAY OF JULY, 2024.**

Record No. 230911  
Court of Appeals No. 1439-22-1

OKSANA MARINARO,

*Appellant,*

against

PARKS ZEIGLER, PLLC,

*Appellee.*

**UPON A PETITION FOR REHEARING**

On consideration of the petition of the appellant to set aside the judgment rendered herein on June 11, 2024, and grant a rehearing thereof, the prayer of the said petition is denied.

17a

*Appendix E*

A Copy,

Teste:

Muriel-Theresa Pitney, Clerk

By: s/\_\_\_\_\_  
Deputy Clerk

## **APPENDIX F — STATUTES AND REGULATIONS**

### **The XIV Amendment of the United States Constitution, Section 1 provides:**

No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

### **Article 6 of the United States Constitution provides:**

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

### **Federal Rule of Civil Procedure 11:**

(a) Signature. Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney's name—or by a party personally if the party is unrepresented. The paper must state the signer's address, e-mail address, and telephone number. Unless a rule or statute specifically states otherwise, a pleading need not be verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission is promptly corrected after being called to the attorney's or party's attention.

*Appendix F*

(b) Representations to the Court. By presenting to the court a pleading, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;

(3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information.

(c) Sanctions.

(1) In General. If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional

*Appendix F*

circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

(2) Motion for Sanctions. A motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b). The motion must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days after service or within another time the court sets. If warranted, the court may award to the prevailing party the reasonable expenses, including attorney's fees, incurred for the motion.

(3) On the Court's Initiative. On its own, the court may order an attorney, law firm, or party to show cause why conduct specifically described in the order has not violated Rule 11(b).

(4) Nature of a Sanction. A sanction imposed under this rule must be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated. The sanction may include nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation.

*Appendix F*

(5) Limitations on Monetary Sanctions. The court must not impose a monetary sanction:

(A) against a represented party for violating Rule 11(b)(2); or

(B) on its own, unless it issued the show-cause order under Rule 11(c)(3) before voluntary dismissal or settlement of the claims made by or against the party that is, or whose attorneys are, to be sanctioned.

(6) Requirements for an Order. An order imposing a sanction must describe the sanctioned conduct and explain the basis for the sanction.

(d) Inapplicability to Discovery. This rule does not apply to disclosures and discovery requests, responses, objections, and motions under Rules 26 through 37.

**District of Columbia Super. Ct. Dom. Rel. Rule 11**

(a) SIGNATURE. Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney's name—or by a party personally if the party is unrepresented. The paper must state the signer's address, e-mail address, and telephone number. If the filing is submitted through the court's authorized eFiling program, Rule 5(d)(4)(B)(ii) and (iii) will govern the signing of any electronic filing. A name affixed by a rubber stamp will not be deemed a signature. Unless a rule or statute specifically states otherwise, a pleading need not be

*Appendix F*

verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission is promptly corrected after being called to the attorney's or party's attention.

(b) REPRESENTATIONS TO THE COURT. By presenting to the court a pleading, written motion, or other paper, including an electronic filing—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances: (1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information.

(c) SANCTIONS.

(1) In General. If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose



*Appendix F*

an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

(2) Motion for Sanctions. A motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b). The motion must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days after service or within another time the court sets. If warranted, the court may award to the prevailing party the reasonable expenses, including attorney's fees, incurred for the motion.

(3) On the Court's Initiative. On its own, the court may order an attorney, law firm, or party to show cause why conduct specifically described in the order has not violated Rule 11(b).

(4) Nature of a Sanction. A sanction imposed under this rule must be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated. The sanction may include nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation.

*Appendix F*

(5) Limitations on Monetary Sanctions. The court must not impose a monetary sanction:

(A) against a represented party for violating Rule 11(b)(2); or

(B) on its own, unless it issued the show-cause order under Rule 11(c)(3) before voluntary dismissal or settlement of the claims made by or against the party that is, or whose attorneys are, to be sanctioned.

(6) Requirements for an Order. An order imposing a sanction must describe the sanctioned conduct and explain the basis for the sanction.

(d) INAPPLICABILITY TO DISCOVERY. This rule does not apply to disclosures and discovery requests, responses, objections, and motions under Rules 26 through 37.

**42 U.C.S. § 1988 (b):**

In any action or proceeding to enforce a provision of sections 1981, 1981a, 1982, 1983, 1985, and 1986 of this title, title IX of Public Law 92-318 [20 U.S.C. 1681 et seq.], the Religious Freedom Restoration Act of 1993 [42 U.S.C. 2000bb et seq.], the Religious Land Use and Institutionalized Persons Act of 2000 [42 U.S.C. 2000cc et seq.], title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], or section 12361 of title 34, the court, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney's fee as part of the

*Appendix F*

costs, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity such officer shall not be held liable for any costs, including attorney's fees, unless such action was clearly in excess of such officer's jurisdiction.

**Virginia Code §8.01-271.1**

- A. Except as otherwise provided in §§ 16.1-260 and 63.2-1901, every pleading, motion, or other paper of a party represented by an attorney shall be signed by at least one attorney of record who is an active member in good standing of the Virginia State Bar in his individual name, and the attorney's address shall be stated on the first pleading filed by that attorney in the action. A party who is not represented by an attorney, including a person confined in a state or local correctional facility proceeding pro se, shall sign his pleading, motion, or other paper and state his address. The signature of a person other than counsel of record who is an active member in good standing of the Virginia State Bar or a pro se litigant is not a valid signature. A minor who is not represented by an attorney shall sign his pleading, motion, or other paper by his next friend. Either or both parents of such minor may sign on behalf of such minor as his next friend. However, a parent may not sign on behalf of a minor if such signature is otherwise prohibited by subdivision 6 of § 64.2-716. The signature required by this section may be an electronic signature as defined in § 59.1-480 or a digital image of a signature. If a pleading, motion, or other paper is not signed in compliance with this

*Appendix F*

paragraph, it is defective. Such a defect renders the pleading, motion, or other paper voidable.

- B. The signature of an attorney or party constitutes a certificate by him that (i) he has read the pleading, motion, or other paper, (ii) to the best of his knowledge, information and belief, formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and (iii) it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.
- C. An oral motion made by an attorney or party in any court of the Commonwealth constitutes a representation by him that (i) to the best of his knowledge, information and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law, and (ii) it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.
- D. If a pleading, motion, or other paper is signed or made in violation of this section, the court, upon motion or upon its own initiative, shall impose upon the person who signed the paper or made the motion, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses

*Appendix F*

incurred because of the filing of the pleading, motion, or other paper or making of the motion, including reasonable attorney fees.

**Virginia Code § 8.01-384 provides:**

- A. Formal exceptions to rulings or orders of the court shall be unnecessary; but for all purposes for which an exception has heretofore been necessary, it shall be sufficient that a party, at the time the ruling or order of the court is made or sought, makes known to the court the action which he desires the court to take or his objections to the action of the court and his grounds therefor; and, if a party has no opportunity to object to a ruling or order at the time it is made, the absence of an objection shall not thereafter prejudice him on motion for a new trial or on appeal. No party, after having made an objection or motion known to the court, shall be required to (i) make such objection or motion again in order to preserve his right to appeal, challenge, or move for reconsideration of, a ruling, order, or action of the court or (ii) move for reconsideration in order to preserve his right to appeal a ruling, order, or action of the court, even if such ruling, order, or action is without prejudice to a motion to reconsider. No party shall be deemed to have agreed to, or acquiesced in, any written order of a trial court so as to forfeit his right to contest such order on appeal except by express written agreement in his endorsement of the order. Arguments made at trial via written pleading, memorandum, recital of objections in a final order, oral argument reduced to

*Appendix F*

transcript, or agreed written statements of facts shall, unless expressly withdrawn or waived, be deemed preserved therein for assertion on appeal.

- B. The failure to make a motion for a new trial in any case in which an appeal, writ of error, or supersedeas lies to or from a higher court shall not be deemed a waiver of any objection made during the trial if such objection be properly made a part of the record.

**Virginia Court of Appeals Rule 5A:8(b)(4)(ii):**

When the appellant fails to ensure that the record contains transcripts or a written statement of facts necessary to permit resolution of appellate issues, any assignments of error affected by such omission will not be considered.