

DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY



In the Matter of)
William F. Burton, Esquire)
Respondent) Disciplinary Docket Nos. 2017-D190,
2018-D189, 2018-D342, 2018-D348,
A Member of the Bar of the) and 2018-D349
District of Columbia Court of Appeals)
Bar Number: 431812)
Date of Admission: January 24, 1992)
_____)

RESPONDENT'S ANSWER TO SPECIFICATION OF CHARGES

William F. Burton, Respondent, respectfully submits this Answer to the Specification of Charges ("Specification") served upon him on June 11, 2019.

COUNT I – Disciplinary Docket No. 2018-D189

Respondent has not received or seen any of the correspondence from the Disciplinary Counsel referenced in paragraphs 1 – 10, and questions the allegation of paragraph 10 that he was "personally served with a copy of the Board's order" on March 12, 2019. Respondent would not ever knowingly fail to respond to requests of the Disciplinary Counsel or comply with an Order of the Board. Respondent acknowledges having been suspended from the practice of law by the Virginia State Bar for having failed to timely respond to a subpoena *duces tecum* in June 2018. Promptly upon receiving a copy of the subpoena *duces tecum* Respondent complied, and was reinstated. The Virginia Bar's inquiry of the underlying bar complaint was closed without adverse finding.

COUNT II – Disciplinary Docket No. 2017-D190

Respondent did not receive the correspondence from the Disciplinary Counsel referenced in paragraphs 12 – 18. Respondent acknowledges the communications referenced in paragraph 19, specifically that on June 27, 2018 Respondent received an e-mail from Joseph N. Bowan attaching a letter from the Office of Disciplinary Counsel dated July 31, 2018 and, *inter alia*, the Complaint of Ms. Dunn (letter and attachments totaling 19 pages). Contrary to the allegation of paragraph 20, Respondent submitted his Response to Ms. Dunn's Complaint by letter dated July 2, 2018. A copy of Respondent's July 2 Response is attached hereto as Exhibit 1. Respondent heard nothing further regarding this matter until receiving the Specification of Charges. Respondent did not receive any of the correspondence referenced in paragraphs 21 – 25, and questions the allegation of paragraph 25 that he was "personally served with a copy of the Board's order" on March 12, 2019. Respondent would not ever knowingly fail to respond to requests of the Disciplinary Counsel or comply with an Order of the Board.

COUNT III – Disciplinary Docket No. 2018-D348

Respondent has not received or seen any of the correspondence from the Disciplinary Counsel referenced in paragraphs 27 – 31, and questions the allegation of paragraph 31 that on March 12, 2019 he was "personally served with a copies of Disciplinary Counsel's letters dated December 11, 2018 and January 17, 2019 along with Mr. Hamideh's ethical complaint." Respondent would not ever knowingly fail to respond to requests of the Disciplinary Counsel or comply with an Order of the Board. Mr. Hamideh also filed a complaint with the Virginia State Bar and the Maryland Bar's

Office of Bar Counsel. A copy of Respondent's reply to a subpoena *duces tecum* issued by the Virginia State Bar, a copy of which was provided to the Office of Bar Counsel, is attached hereto as Exhibit 2.

COUNT IV – Disciplinary Docket No. 2018-D342

Respondent has not received or seen any of the correspondence from the Disciplinary Counsel referenced in paragraphs 34 – 37, and questions the allegation of paragraph 36 that on March 12, 2019 he was “personally served with copies of Disciplinary Counsel’s letters dated December 4, 2018 and January 17, 2019 and another copy of Mr. Davis’ ethical complaint.” Respondent visit the Office of Bar Counsel in person and request that he be provided with a copy of Mr. Davis’ ethical complaint in order to provide a reply.

COUNT V – Disciplinary Docket No. 2018-D349

Respondent has not received or seen any of the correspondence from the Disciplinary Counsel referenced in paragraphs 39 – 43, and questions the allegation of paragraph 43 that on March 12, 2019 he was “personally served with copies of Disciplinary Counsel’s letters dated December 11, 2018 and January 17, 2019 and another copy of Mr. Harb’s ethical complaint.” Respondent visit the Office of Bar Counsel in person and request that he be provided with a copy of Mr. Harb’s ethical complaint in order to provide a reply. In response to a subpoena *duces tecum* issued by Maryland Bar’s Office of Bar Counsel requesting, *inter alia*, “The complete client file(s) and attorney trust account records you maintained for Ahmad Harb”, my response was:

I do not have any responsive documents. This client's files (I believe there are two separate matters relating to requesting visas for foreign performance artists) are in the possession, custody or control of Mr. Moawad. The firm's attorney trust account records were maintained by Mr. Moawad. I do not have access to those records.

Respectfully submitted,



William F. Burton, #431812
Burton Law, LLC
5425 Wisconsin Avenue, Suite 600
Chevy Chase, MD 20815
(202) 538-5707 mobile
(301) 968-2429 facsimile
William@wfburtonlaw.com

VERIFICATION

I hereby affirm that the statements set forth in this Response To Specification Of Charges to be true and accurate.




William F. Burton

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response To Specification of Charges was served by hand delivery on the 2nd day of July, 2019 upon:

Office of Disciplinary Counsel
515 Fifth Street, N.W.
Building A, Room 117
Washington, DC 20001



William F. Burton

Moawad & Burton, P.C.
5425 Wisconsin Avenue, Suite 600
Chevy Chase, MD 20815
(703) 848-6000 / (301) 968-2369 facsimile

Edward E. Moawad – admitted DC, MD & VA
William F. Burton – admitted DC, MD; *interim suspension in VA as of June 4, 2018

www.moawad.com

July 2, 2018

Joseph N. Bowman, Esquire
Assistant Disciplinary Counsel
515 5th Street NW, Building A
Room 117
Washington, DC 20001

Re: *In re William F. Burton, Esquire*
Burton/Dunn; Docket No. 2017-D190

Dear Mr. Bowman,

I respectfully submit the following reply to the Complaint, referenced above, made by Brigette D. Dunn.

In the "Details of Complaint" Ms. Dunn makes assumptions and assertions of fact which are simply not accurate. I came to know John A. Wiggins, Sr. through his sister and caretaker, Linda Wiggins, whom I met as a result of representing her brother, Anthony T. Wiggins, in the probate matter 1983 ADB 001788. Although the interests of Anthony Wiggins were adverse to those of Linda Wiggins in that matter, there was no conflict of interest in performing the legal work I was asked to undertake for John Wiggins: preparing a power of attorney (appointing Linda Wiggins as his authorized agent) and potentially representing him in a divorce action against his spouse, Ms. McBurse.

I accepted payment – I believe in the amount of \$300.00 – for preparing a Power of Attorney for John Wiggins, which I completed on or about March 23, 2013. I believe I personally delivered the Power of Attorney to John Wiggins at his home, in the presence of his sister, Linda Wiggins. The Power of Attorney had to be signed by John Wiggins before a Notary Public. I was not (and am not now) a Notary Public. I do not believe I ever received an executed copy of the Power of Attorney.

I did not accept payment for nor enter into a retainer agreement for preparing wills or any other documents for John Wiggins or Linda Wiggins, nor did I do so.

I did not accept payment for nor enter into a retainer agreement for filing a complaint for divorce on behalf of John Wiggins, nor did I do so. It is true that I had conversations with Mr. Wiggins about doing so in the future. I understood he spoke to

A

July 2, 2018

Page 2

his spouse by telephone from time to time (a few times a year), but did not know where she lived. I recall that he believed it was somewhere in the south, maybe Florida. He had never asked her where she was living. I had conversations with Mr. Wiggins in which I asked him if he had spoken with her about getting a divorce, if he thought the divorce would likely be contested or uncontested. I discussed with him what would be involved, the issues to be decided, the process to be followed. I told him that the case could be resolved much more quickly if 1) the parties could agree on the terms/waive claims regarding property, and 2) service of process would take a much shorter period of time, and cost less, if we knew where she resided. I believe I asked a colleague to run an on-line search for Ms. McBurse, which did not yield any positive result.

My dealings with John Wiggins and Linda Wiggins were always pleasant and professional. John Wiggins would say things like "Let me talk to her", referring to his spouse. I got the sense that John Wiggins was in no hurry to proceed with the filing of a divorce case, whereas Linda Wiggins was urging him to proceed more quickly. I believe John and Linda Wiggins understood that when John located his spouse and gave me the "green light" to proceed, I would then have him sign a retainer agreement and ask for a retainer payment, payment of the court's filing fee, and proceed. I would not even have quoted John Wiggins what my fee would have been without knowing 1) if the case would be contested or not, and 2) if we would be able to locate her. In the event his spouse could not be located, then my retainer agreement would have included provisions regarding service of process by publication.

I deny receiving any messages from Ms. Dunn to which I did not respond, either on my office telephone number (301.968.2400), on my cell phone, or by e-mail. I have had my present cell phone number – 202.538.5707 – since 2006. The e-mail address "wf_burtonlaw@yahoo.com" remains a working e-mail. A search of that e-mail address did not show any e-mails from Ms. Dunn. At the time in question my e-mail address at William@abmlawpc.com was a working e-mail address. I no longer have access to that e-mail account.

I have never communicated with Ms. McBurse – by telephone, e-mail, or otherwise.

I was never informed that the Power of Attorney form I prepared had been lost, "disposed of in a china cabinet that had been discarded."

I never understood from Mr. Wiggins or his sister Linda that they had any issue with me regarding his prospective divorce.

I am aware that John Wiggins is a stroke survivor, that he required the use of a walker to move about. I did not detect, nor was I told, that his "short/long term memory is sometimes limited as well as his comprehension." John Wiggins was always able to answer my questions and I believe express himself to me fully. I don't believe we ever

July 2, 2018

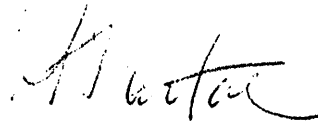
Page 3

had any issue communicating with each other. As Ms. Dunn admits, "my father is not mentally incapacitated." Contrary to her assertion, I do not believe I ever met with Mr. Wiggins outside of the presence of Linda Wiggins, who assisted him moving about with his walker. I do not recall ever meeting with John Wiggins in the presence of Ms. Dunn.

In short, Ms. Dunn complains that I failed to perform legal work for her father which I was not obligated to perform. I find it noteworthy that neither John Wiggins nor Linda Wiggins, with whom I had discussions about this matter, join in Ms. Dunn's complaint.

If your Office has any further questions or requests regarding this matter I stand ready to cooperate and answer your inquiries fully and truthfully.

Sincerely,

A handwritten signature in black ink, appearing to read "W. F. Burton", written in a cursive style.

William F. Burton

WILLIAM F. BURTON, Attorney at Law
Burton Law, LLC
5425 Wisconsin Avenue
Suite 600
Chevy Chase, MD 20815

(202) 538-5707 direct
(301) 968-2369 facsimile
wf_burtonlaw@yahoo.com

Admitted to practice in
The District of Columbia,
Maryland, Virginia

May 1, 2019

Ms. Laurie Fuller
Virginia State Bar
1111 East Main Street
Suite 700
Richmond, VA 23219-0026

BY ELECTRONIC MAIL
SDTresponse@vsb.org

Re: *In the Matter of William Franklin Burton*
VSB Docket No, 19-051-114168

Dear Ms. Fuller,

With this letter I am producing all the documents and information I could locate responsive to the subpoena *duces tecum* issued to me in the matter referenced above. In addition to this two-page letter, my response consists of the accompanying thirteen (13) pages: (i) a four-page retainer agreement I printed from my electronic files, without edits (I do not have an executed copy); (ii) seven (7) pages of text messages between the Complainant, Mr. Hamideh, and me; (iii) a one-page letter from me to my former law "partner", Edward Moawad; and (iv) a copy of a screen-shot photo of Mr. Hamideh's information from my phone's Contacts.

I respond as follows to each of the categories of things set forth in the subpoena:

- 1) your complete client file; [*I have no responsive documents*]
- 2) all contracts for legal representation [*unexecuted copy attached*]
- 3) all communications with client and others about the representation, including but not limited to letters, emails, text messages and messages sent via other media platforms; [*see attached*]
- 4) all billing records; [*I have no responsive documents*] and
- 5) all trust account and operating account records, including all paper and electronically stored records, including cancelled checks, cash receipts journals, cash disbursements journals, individual client subsidiary ledgers, bank statements, deposit tickets and evidence of reconciliations; that are in your possession, custody or control, relating to your representation of Baha Ibrahim Hamideh. [*I have no responsive documents, but have requested documents from the relevant time period (April 2018) from BB&T bank which would show Mr. Hamideh's initial payment to the firm*].

B

Answering further, I respectfully state for the record that Mr. Hamideh was represented by Mr. Moawad who, upon information and belief, should have the client file and other documents responsive to this subpoena *duces tecum*, including trust account and operating account records relating to payment(s) made by Mr. Hamideh.

I will promptly supplement this response with all responsive documents I receive from BB& T bank.

Sincerely,

A handwritten signature in black ink, appearing to read "W. F. Burton", with a long horizontal flourish extending to the right.

William F. Burton

Enclosures (with this letter, a total of 15 pages)

Moawad & Burton, P.C.
5425 Wisconsin Avenue, Suite 600
Chevy Chase, MD 20815
(703) 848-6000 / (301) 968-2369 facsimile
www.moawad.com

Edward E. Moawad – admitted DC, MD & VA
William F. Burton – admitted DC, MD & VA

Serving Clients in the
District of Columbia,
Maryland and Virginia

April 25, 2018

Baha Hamideh
Nada Kazzaz
1002 Shepherd Court
Gambrills, MD 21054

BY HAND DELIVERY

Re: Immigration Matter – Marriage To U.S. Citizen

Dear Mr. Hamideh & Ms. Kazzaz,

Thank you for contacting us to discuss your immigration matter. This letter will confirm the scope and terms of our representation. Our work will begin when we receive a copy of this letter signed by you where indicated below and your initial payment toward our fee for professional services as further described below.

The legal services to be provided by Moawad & Burton, P.C., the scope of services we will render, the manner of calculating, billing and collecting legal fees, and other aspects of the proposed representation are mutually agreed to be as follows:

Services to be Provided:

The firm has been engaged to provide the following legal services:

Review and filing with the Department of Homeland Security the forms necessary for Mr. Hamideh to obtain Lawful Permanent Resident Status in the United States through his marriage to Ms. Kazzaz, a U.S. citizen. Such forms include: I-130, I-130A, I-485, I-765, and I-864.

Excluded Services:

The firm has not been engaged to provide the following services:

- Representing you in any court action, appeal, administrative proceeding, or immigration proceeding.

Any legal work outside of the scope of this agreement will require a new engagement letter or addendum to this letter to cover that additional legal work.

Fees and Expenses:

Expenses:

We may incur various expenses in providing legal services. You authorize us to pay such expenses on your behalf and agree to reimburse us for all out-of-pocket expenses that we pay on your behalf promptly upon request. Whenever possible, we will forward invoices for expenses incurred on your behalf directly to you, and you agree to make prompt payment directly to the originator of these invoices.

Client Cooperation:

We require you to promptly provide us with all requested information and documentation, and timely provide us with any update on your circumstances that may relate to your case.

Timetable for payment and processes:

It is difficult to accurately estimate the time it will take to conclude this matter. Generally the time table for these matters takes from six to nine months. This is only an estimate, and the actual time required to conclude this matter may be longer than expected.

We have agreed to represent you in this matter for a reduced flat fee in the amount of \$2,000.00, rather than our customary hourly billing rate of \$475.00 per hour. You have agreed to pay this flat fee as follows:

- Upon engagement: \$_____ in legal fees; and
- The remaining balance of \$_____ in legal fees payable within 30 days of filing the I-130 Petition.
- Client will be responsible for paying all USCIS filing fees and any other administrative fees.

Documentation:

We will send you copies of completed documents and correspondence and other information throughout the course of our representation. These copies will be your file copies. We will also keep your client information in a file in our offices. The file in our office will be the firm's client file. Please bring your file with you to all of meetings with

us so that we both have all of the necessary information available to us. Once we have completed the legal work necessary to conclude this matter, we will close our file and return any original documents to you.

Your Right to Terminate of Representation:

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will stop all legal work on your behalf immediately. You will be responsible for paying all legal fees earned and expenses incurred on your behalf in this matter before the date of written notice of termination was received by our firm.

Our Right to Terminate Representation:

We may terminate our representation (to the extent permitted by the ethical and court rules) at any time if you breach any material term of this agreement or fail to cooperate or follow our advice on a material matter, if conflict of interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to terminate our representation, you will take all steps reasonably necessary and will cooperate as reasonably required to free us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and expenses incurred before the termination of our representation in accordance with the provision of this agreement.

If any of the terms stated in this letter is not consistent with your understanding of our agreement, please contact me before signing the agreement. Otherwise, please sign the agreement and return it to either by email, fax, or mail.

On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have questions, please feel free to call us at 703.848.6000.

Sincerely,

William F. Burton

I have read the foregoing Agreement and understand and consent to its terms.

Client

Date

11:00



Baha >

iMessage
Wed, Jul 11, 2:10 PM

This is Baha Hamideh this is my cell number

Got it. Thank you

Mon, Aug 20, 2:43 PM

Mr Burton this is Baha Hamideh i have been trying to get a hold of you for some time now Regarding my case. I have called numerous times with no answer and can't leave a voice mail. It's been over two and half months now since I have met with you and turned in my paperwork with no response. Please give me a call back ASAP.

Wed, Sep 5, 12:39 PM

Mr Burton this is Baha Hamideh once again. I am still waiting for my paperwork and refund we met on August 29th at 1pm



iMessage



11:00



Baha >

Mr Burton this is Baha Hamideh once again. I am still waiting for my paperwork and refund we met on August 29th at 1pm And you told me you would give me my things the following day and I contacted you on Friday about it and still have not called me like you said or given me my refund or my paperwork. You been holding me and my things hostage for months on end now and I have had enough of your behavior towards me and leaving me on your forgotten desk.

Thu, Sep 6, 8:47 AM

I'm in trial , will call you at lunch break. Your file is ready

Wed, Sep 19, 1:35 PM

Court until 5 today

Can I come after that to pick up my things ?



iMessage



11:00



Baha >

Fri, Sep 21, 5:25 PM

Are you going to give me my property back and money or no I'm sick and tired of calling you and you not returning my calls. I want. You have till Monday to decide before I take a course of legal action against you and your office.

I have called you all week yet again you did not respond to my text when you said you were at court till 5, if I can come after your court to get my belongings and money.

Text Message

Are you going to give me my property back and money or no I'm sick and tired of calling you and you not returning my calls. I want. You have till Monday to decide before I take a course of legal action against you and your office.



iMessage



11:01



Baha >

I have called you all week yet again you did not respond to my text when you said you were at court till 5, if I can come after your court to get my belongings and money.

iMessage
Sat, Sep 22, 12:17 PM

??

Text Message

??

iMessage
Fri, Sep 28, 11:18 AM

Don't forget we are meeting today at 12:30 📌

Text Message

Don't forget we are meeting today at 12:30 📌

iMessage

Thx



iMessage



11:01



Baha >

Fri, Sep 28, 5:05 PM

Mr. Burton I am here in the office waiting for you with my father. I have tried calling you just want to let you know I am here

Text Message

Mr. Burton I am here in the office waiting for you with my father. I have tried calling you just want to let you know I am here

I am trying to call you again your phone is off now and he office cannot eat ahold of you as well.

?? This is my third time coming back to your office today on your time and request what's the deal?

iMessage

Fri, Sep 28, 9:18 PM



iMessage



11:01



Baha >

iMessage

Fri, Sep 28, 9:18 PM

Mr Burton today the behavior and actions shown by you today just proves to me that you do not willingly want to give me my property and my money back. Tormenting me by not answering my calls or texts messages or ever returning my calls back and having me drive to you which is over an hour away every time and not showing up and having me come back later on in the day multiple times from the beginning and still not show up just proves the unprofessionalism and not upholding the legal contract between us and playing games with my life. I don't know what the motives you hold against me are. Or why you are doing just evil things towards me I have payed you in full like you requested from the beginning and have shown you nothing



iMessage





Baha >

over an hour away every time and not showing up and having me come back later on in the day multiple times from the beginning and still not show up just proves the unprofessionalism and not upholding the legal contract between us and playing games with my life. I don't know what the motives you hold against me are. Or why you are doing just evil things towards me I have payed you in full like you requested from the beginning and have shown you nothing but respect and dignity even though this process has been nothing but a nightmare. But I have had enough of you holding me hostage and tormenting me once and for all iam going to take legal action. The office where you have me come to can't even believe the amount of times you don't show up and the behavior you treat me with is absurd.



iMessage



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Edward E. Moawad – admitted DC, MD & VA
William F. Burton – admitted DC, MD & VA

www.moawad.com

September 29, 2018

Edward E. Moawad, Esq.
6302 Old Dominion Drive
McLean, VA 22101

BY ELECTRONIC MAIL
Edward@moawad.com

Re: Mr. Baha Hamideh

Dear Edward,

I received the attached text message from Mr. Hamideh last night. What's going on with him? Why do you send him to Chevy Chase to see me when he is/was your friend, your client, and his file is in McLean? I know you said the firm is no longer meeting with clients in McLean, but please either see him there or if you're going to send him here then please be here, with his file, so the three of us can meet.

Please let me know what you intend to do to "take care of" Mr. Hamideh, and bcc me on your correspondence with him.

Thanks for addressing this issue promptly.

Sincerely,



William F. Burton

Enclosure

12:32



< Search

Edit



Baha Hamida



message



call



video



mail



pay

mobile

(443) 765-3960

phone

(720) 492-7059

FaceTime



Notes

re Kazzaz

Send Message

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