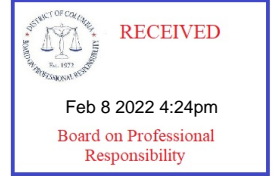


**DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY**



In the Matter of)
)
CRAIG A. BUTLER)
)
Respondent,)
)
A Member of the Bar of the District of)
Columbia Court of Appeals)
Bar Registration No. 451320)
_____)

Disciplinary Docket Nos. 2018-D024;
2018-D211; 2018-D224; 2021-D049

RESPONSE TO THE SPECIFICATION OF CHARGES

Respondent Craig A. Butler, by and through undersigned counsel submits his response to the Specification of Charges lodged against him.

1. Respondent admits the existence of the D. C. Bar Rule XI in the unnumbered paragraph numbered 1 of the Specification of Charges and the date of his admission to the District of Columbia Bar and the bar number associated with his admission. Nevertheless, Respondent denies that the exercise of jurisdiction over the facts presented is justified or proper.

2. Respondent admits that he is licensed to practice law in the state of New York and the District of Columbia. Handling bankruptcy cases is a significant part of Respondent’s practice in the District of Columbia and Maryland.

COUNT I
Robinson Bankruptcy Proceeding (2018-D224)

3. Respondent admits that the allegations contained in paragraph numbered 3 of Count I of the Specification of Charges.

4. Respondent admits that the allegations contained in paragraph numbered 4 of Count I of the Specification of Charges..

5. Respondent admits the allegations contained in paragraph numbered 5 of Count I of the Specification of Charges.

6. Respondent admits that the allegations contained in paragraph numbered 6 of Count I of the Specification of Charges.

7. Respondent admits that on August 17, 2017, he filed a Second Amended Chapter 13 plan on behalf of Mr. Robinson. The plan was confirmed by the bankruptcy court on November 20, 2017. Respondent denies the remaining allegations in paragraph numbered 7 of Count I of the Specification of Charges.

8. Respondent admits that Mr. Robinson did not make the payments timely as he had been instructed by Respondent and the Bankruptcy Trustee. Mr. Robinson was required to resume making his regular, monthly mortgage payments starting in April 2017. Respondent denies that U. S. Bank's motion for relief of the automatic stay misstates that Mr. Robinson had missed mortgage payments from August to December 2017. Any payments made by Mr. Robinson post-petition would be credited to the earliest unpaid monthly payment. For example, given that Mr. Robinson did not make timely payments between April 2017 to July 2017, a payment made in August is credited for April 2017, the earliest, unpaid monthly payment. Respondent denies the characterization by Disciplinary Counsel in the remaining paragraph of Count I of the Specification of Charges.

9. Respondent denies that the allegations contained in paragraph numbered 9 of Count I of the Specification of Charges.

10. Respondent denies that the allegations contained in paragraph numbered 10 of Count I of the Specification of Charges.

11. Respondent admits that the bankruptcy granted U.S. Bank's motion on January 18, 2018, but denies the remaining allegations contained in paragraph numbered 11 of Count I of the Specification of Charges.

12. Respondent admits that an order was issued by the Bankruptcy Judge, but the quoted language does not appear in the order. Respondent denies the remaining allegations contained in paragraph numbered 12 of Count I of the Specification of Charges.

13. Respondent is unaware of the content of conversations between Mr. Robinson and a Wells Fargo representative. Respondent denies the remaining allegations contained in paragraph numbered 13 of Count I of the Specification of Charges.

14. Respondent admits that he communicated with Mr. Robinson and discussed possible solutions to the relief ordered by the Bankruptcy Judge. Respondent denies the remaining allegations contained in paragraph numbered 14 of Count I of the Specification of Charges.

15. Respondent admits that he negotiated solutions with U. S. Bank that were favorable to his client. The client was unable to fulfill the terms required to avoid the foreclosure of his property. Respondent denies the remaining allegations contained in paragraph numbered 15 of Count I of the Specification of Charges.

16. Respondent denies the allegations contained in paragraph numbered 16 of Count I of the Specification of Charges.

COUNT II
Missed Deadlines and Hearings (2018-D024, 2018-D224)

17. Respondent denies the allegations contained in paragraph numbered 17 of Count II of the Specification of Charges.

18. Respondent admits the allegations contained in paragraph numbered 18 of Count II of the Specification of Charges.

19. Respondent admits the allegations contained in paragraph numbered 19 of Count II of the Specification of Charges.

20. Respondent denies the allegations contained in paragraph numbered 20 of Count II of the Specification of Charges.

21. Respondent denies the allegations contained in paragraph numbered 21 of Count II of the Specification of Charges.

22. Respondent denies the allegations contained in paragraph numbered 22 of Count II of the Specification of Charges.

23. Respondent admits the allegations contained in paragraph numbered 23 of Count II of the Specification of Charges.

24. Respondent admits that on February 15, 2018, the bankruptcy trustee filed a motion to dismiss the case. Respondent denies the remaining allegations contained in paragraph numbered 24 of Count II of the Specification of Charges.

25. Respondent denies the allegations contained in paragraph numbered 25 of Count II of the Specification of Charges.

26. Respondent admits that the trustee's Motion to Dismiss was granted, but denies the remaining allegations contained in paragraph numbered 26 of Count II of the Specification of Charges.

27. Respondent denies the allegations contained in paragraph numbered 27 of Count II of the Specification of Charges.

28. Respondent admits the allegations contained in paragraph numbered 28 of Count II of the Specification of Charges.

29. Respondent denies the allegations contained in paragraph numbered 29 of Count II of the Specification of Charges.

30. Respondent denies the allegations contained in paragraph numbered 30 of Count II of the Specification of Charges.

31. Respondent denies the allegations contained in paragraph numbered 31 of Count II of the Specification of Charges.

32. Respondent denies the allegations contained in paragraph numbered 32 of Count II of the Specification of Charges.

33. Respondent admits that he filed a Chapter 13 bankruptcy petition on behalf of Biniam Geremew. Respondent denies the remaining allegations contained in paragraph numbered 33 of Count II of the Specification of Charges.

34. Respondent denies the allegations contained in paragraph numbered 34 of Count II of the Specification of Charges.

35. Respondent denies the allegations contained in paragraph numbered 35 of Count II of the Specification of Charges.

36. Respondent denies the allegations contained in paragraph numbered 36 of Count II of the Specification of Charges.

37. Respondent denies the allegations contained in paragraph numbered 37 of Count II of the Specification of Charges.

38. Respondent admits the allegations contained in paragraph numbered 38 of Count II of the Specification of Charges.

39. Respondent denies the allegations contained in paragraph numbered 39 of Count II of the Specification of Charges.

40. Respondent denies the allegations contained in paragraph numbered 40 of Count II of the Specification of Charges.

41. Respondent denies the allegations contained in paragraph numbered 41 of Count II of the Specification of Charges.

42. Respondent admits the allegations contained in the first sentence of paragraph numbered 42 of Count II of the Specification of Charges. Respondent denies the remaining allegations contained in paragraph numbered 42 of Count II of the Specification of Charges.

43. Respondent denies the allegations contained in paragraph numbered 43 of Count II of the Specification of Charges.

44. Respondent denies the allegations contained in paragraph numbered 44 of Count II of the Specification of Charges.

45. Respondent denies the allegations contained in paragraph numbered 45 of Count II of the Specification of Charges.

46. Respondent denies the allegations contained in paragraph numbered 46 of Count II of the Specification of Charges.

47. Respondent denies the allegations contained in paragraph numbered 47 of Count II of the Specification of Charges.

48. Respondent denies the allegations contained in paragraph numbered 48 of Count II of the Specification of Charges.

49. Respondent denies the allegations contained in paragraph numbered 49 of Count II of the Specification of Charges.

COUNT III
Clayton Civil Proceeding (2021-D049)

50. Respondent admits the allegations contained in paragraph numbered 50 of Count III of the Specification of Charges.

51. Respondent denies the allegations contained in paragraph numbered 51 of Count III of the Specification of Charges.

52. Respondent denies the allegations contained in paragraph numbered 52 of Count III of the Specification of Charges.

53. Respondent admits the allegations contained in paragraph numbered 53 of Count III of the Specification of Charges, but clarifies that he maintained the correct address with the Court.

54. Respondent denies the allegations contained in paragraph numbered 54 of Count III of the Specification of Charges.

55. Respondent denies the allegations contained in paragraph numbered 55 of Count III of the Specification of Charges.

56. Respondent denies the allegations contained in paragraph numbered 56 of Count III of the Specification of Charges.

57. Respondent denies the allegations contained in paragraph numbered 57 of Count III of the Specification of Charges.

Further answering the Specification of Charges, Respondent denies all charges not specifically admitted or otherwise answered. The Specification of Charges represents an overreaching by Disciplinary Counsel that fails to comprehend the complexity of the factual predicates presented to Respondent. Further, the Specification of Charges should be severed and not lumped together in a single Specification of Charges. Respondent is severally prejudiced by

the combined non-homogeneous factual predicates and is effectively prevented from engaging in a manageable defense to the charges lodged against him. This case as constituted should be dismissed.

Respectfully submitted,
HOUSTON & HOWARD

/s/ Johnny M. Howard

By:

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Attorney for Craig A. Butler, Esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response to the Specification of Charges was served by electronic mail on Assistant Disciplinary Counsel Sean O'Brien, OBriens@dcodc.org 515 - 5th Street, NW, Building A, Room 117, Washington, DC 20001 and James T. Phalen, Esquire, Executive Attorney, jtphalen@dcbpr.org Board on Professional Responsibility, 430 E Street, NW, Suite 138 Washington, DC 20001, this 8th day of February 2022.

/s/ Johnny M. Howard

Johnny M. Howard