



2. At all relevant times herein, Respondent was a solo practitioner who maintained his law office in the District of Columbia.

***The Duran-Duarte Estate***

3. On March 6, 2018, Maria Duran-Duarte died. Shortly beforehand, Respondent had been contacted by his friend, Helena Falla, to draft Ms. Duran-Duarte's will. Ms. Falla and Ms. Duran-Duarte were neighbors.

4. Ms. Duran-Duarte left the entirety of her estate to her longtime friend, Balerio Bohorquez, who is a citizen and resident of Colombia. She also nominated Ms. Falla as personal representative of her estate. The estate consisted of a condominium on Cathedral Avenue, N.W., in Washington, D.C., as well as an annuity worth approximately \$340,000.

5. Ms. Falla retained Respondent to represent her as the personal representative of the estate.

6. On May 25, 2018, Respondent filed a petition for unsupervised estate administration with the Probate Division of the D.C. Superior Court. The court thereafter appointed Ms. Falla as personal representative and issued letters of administration.

7. On July 10, 2018, Mr. Bohorquez retained Respondent to represent him as beneficiary of the estate, as well as regarding “business matters” such as renting out an apartment.

8. Mr. Bohorquez did not speak English, and all communications Respondent had with him during the representation went through intermediaries (*i.e.*, Mr. Bohorquez’s family members and Ms. Falla) who spoke both English and Spanish.

***Disposition of Mr. Bohorquez’s Inheritance***

9. Mr. Bohorquez decided to sell the Cathedral Avenue condominium, and Respondent suggested that he could serve as the listing agent. Mr. Bohorquez, and Ms. Falla as personal representative of the estate, agreed. However, the parties did not execute a formal listing agreement.

10. Respondent did not advise Mr. Bohorquez or Ms. Falla that representing them (as beneficiary and personal representative of the estate, respectively) while acting as the listing agent to sell the condominium presented a conflict of interest. He likewise did not advise either of them to seek the advice of independent counsel. He did not obtain informed consent in writing from either to engage in this business transaction.

11. In November 2018, the estate sold the condominium for approximately \$240,000. Respondent received \$6,000 as listing agent.

12. Respondent recommended that Mr. Bohorquez disclaim the inherited annuity so that funds would be paid to the estate. Mr. Bohorquez agreed and waived his right to the annuity. The annuity thereafter paid approximately \$340,000 to the estate.

***Respondent Assists Mr. Bohorquez with an Investment Property***

13. In addition to his law practice, Respondent wholly owns Anacostia Rising, LLC, which is a real estate development and property management company operating in Washington, D.C. Respondent is also a licensed Property Manager in the District of Columbia.

14. Mr. Bohorquez desired to avoid paying potential taxes in Colombia regarding his inheritance. Respondent recommended that Mr. Bohorquez use the funds held by the estate (which had not yet been distributed) to invest in real estate in the United States, and Respondent suggested that he could help find potential properties in the D.C. area. Mr. Bohorquez agreed.

15. The parties found a condominium for sale at 2201 Hunter Place SE, Unit 201, in Washington, D.C. Respondent offered to serve as the buyer's agent in

the transaction. Mr. Bohorquez, and Ms. Falla as personal representative of the estate, agreed. The parties did not execute a written buyer's agent agreement.

16. Respondent did not advise Mr. Bohorquez or Ms. Falla that representing them (as beneficiary and personal representative of the estate, respectively) while acting as the buyer's agent to purchase Unit 201 presented a conflict of interest. He likewise did not advise either of them to seek the advice of independent counsel. He did not obtain informed consent in writing from the clients to engage in this business transaction.

17. Respondent also advised Mr. Bohorquez to form a limited liability company to hold any investment property he purchased. Mr. Bohorquez agreed.

18. On August 14, 2019, Respondent formed Boallar-DC, LLC, for the purpose of acquiring, holding, developing, and deriving income from real estate assets that Mr. Bohorquez would purchase. The articles of organization listed Respondent as Boallar-DC's sole organizer and its registered agent, while the initial filing form submitted to the D.C. Corporations Division listed Mr. Bohorquez as its member. Respondent's law office was listed as the LLC's principal place of business.

19. Mr. Bohorquez agreed for Respondent to do legal work on his/Boallar-DC's behalf for the LLC and serve as the property manager for Unit 201. However,

the parties did not execute a formal property management agreement. Mr. Bohorquez separately appointed David Silva, a family member residing in Colombia, to serve as Boallar-DC's project manager and communicate with Respondent on his behalf (since Mr. Silva spoke English).

20. Respondent did not advise Mr. Bohorquez that representing him/Boallar-DC, while also serving as the property manager for Unit 201, presented a conflict of interest. He likewise did not advise Mr. Bohorquez/Boallar-DC to seek the advice of independent counsel. He did not obtain informed consent in writing from the client(s) to engage in this business transaction.

21. The estate purchased Unit 201 at auction for \$121,000 in August 2019. Respondent received \$3,480 from the sale as the buyer's agent. The estate thereafter transferred ownership of Unit 201 to Boallar-DC via special warranty deed that Respondent drafted.

22. In September 2019, Respondent opened a business checking account for Boallar-DC, on which he was the only person with signatory authority. Respondent also obtained an Employer Identification Number for Boallar-DC. Respondent declared himself the sole beneficial owner of Boallar-DC on the business checking account opening documents. He was listed as the sole member of Boallar-DC on the IRS notice that provided him with the EIN.

23. Mr. Bohorquez later granted Respondent a limited Power of Attorney, which allowed Respondent “to do whatever he believes is legally required and practical to accomplish in respect of conducting the business affairs of Boallar-DC ... as further directed by myself and David Silva, Manager of Boallar-DC.”

24. Respondent, working on behalf of Mr. Bohorquez and Boallar-DC, renovated Unit 201 and rented it out to a tenant participating in the Housing Choice Voucher Program. Funds received from the Housing Choice Voucher Program were deposited into Boallar-DC’s business checking account. Respondent kept the portion of the rent that the tenant personally contributed as his monthly property management fee. Respondent paid regular expenses for Unit 201 from the business checking account.

***Respondent Obtains a Loan from Mr. Bohorquez***

25. On or about December 17, 2019, Respondent asked Mr. Bohorquez to lend him \$101,000 through the estate. Respondent needed this money to show proof of funds for a real estate investment opportunity that he wanted to take advantage of through his company, Anacostia Rising, LLC. Mr. Bohorquez agreed, but the parties did not memorialize any other terms of this loan.

26. A cashier's check written from the estate's account to Anacostia Rising was issued the following day. Respondent deposited the funds into Anacostia Rising's business account.

27. Respondent repaid the loan on December 27, 2019, by depositing a check for \$101,000 from Anacostia Rising into the Boallar-DC business checking account.

28. Respondent did not advise Mr. Bohorquez or Ms. Falla that representing them (as beneficiary and personal representative of the estate, respectively) while Respondent received an unsecured loan from the estate presented a conflict of interest. He likewise did not advise Mr. Bohorquez or Ms. Falla to seek the advice of independent counsel. He did not obtain informed consent in writing from the clients to engage in this business transaction.

***Respondent Obtains a Second Loan from Mr. Bohorquez***

29. On February 17, 2020, Respondent asked Mr. Bohorquez to lend him \$99,000 through Boallar-DC. Respondent proposed paying \$3,000 to Boallar-DC in exchange for making the loan, and that he would deliver a check for \$102,000 to Ms. Falla for her to hold for 60 days and to be deposited once the funds for repayment were available. Mr. Bohorquez agreed. However, the parties did not memorialize any other terms of this loan.

30. On February 20, 2020, Respondent wired \$100,100 out of the Boallar-DC business checking account. Mr. Silva, who had online access to the account, questioned why Respondent withdrew more than he asked for. Respondent paid back the extra \$1,100 four days later and told Mr. Silva that he used it to pay additional unforeseen costs without having to incur the fees associated with sending a second wire transfer to the closing company.

31. As detailed below, Respondent did not completely repay the loan or pay the \$3,000 fee for several years and only did so after Mr. Bohorquez sued him.

32. Respondent did not advise Mr. Bohorquez that representing him/Boallar-DC while Respondent received an unsecured loan from Boallar-DC presented a conflict of interest. He likewise did not advise Mr. Bohorquez/Boallar-DC to seek the advice of independent counsel. He did not obtain informed consent in writing from the client to engage in this business transaction.

***Mr. Bohorquez Terminates Respondent and Sues Him***

33. On February 13, 2021, Respondent emailed Ms. Falla and instructed her to close the estate's bank account(s) and forward the funds to Boallar-DC's business checking account, stating that he was "about to land a sweet deal for Boallar but need[ed] to show proof of funds."

34. Two days later, Respondent met with Mr. Bohorquez and his family via video conference. He proposed that Boallar-DC invest approximately \$65,000 in another real estate venture. Mr. Bohorquez declined, and Ms. Falla did not follow Respondent's instruction to close the estate's bank account.

35. On March 23, 2021, Mr. Bohorquez emailed Respondent and asked that he repay the \$99,000 loan in full within two weeks. Respondent had not repaid any portion of the loan up to that time, despite requests from Mr. Silva that he do so. Mr. Bohorquez also raised other issues, including renovation and rental costs associated with Unit 201, legal fees for the administration of the estate, and legal fees for Boallar-DC.

36. Mr. Bohorquez sent a follow up email several days later after not receiving a reply from Respondent. He also mandated that Respondent get his written approval before taking any future action on his behalf.

37. On April 27, 2021, Mr. Bohorquez, through new counsel, terminated all of Respondent's services.

38. On May 4, 2021, Mr. Bohorquez replaced Respondent with himself on Boallar-DC's business documentation. Approximately one week later, Mr. Bohorquez authorized Ms. Falla to act as Boallar-DC's banking representative.

39. On June 7, 2021, the estate closed automatically pursuant to D.C. Code § 20-1301.

40. On June 25, 2021, Mr. Bohorquez filed a lawsuit against Respondent in D.C. Superior Court for, *inter alia*, recovery on the unpaid loan. *See Bohorquez v. Merkle et al.*, Case No. 2021-CA-002216-B.

41. Shortly thereafter, Boallar-DC's business checking account was closed. The bank issued a cashier's check for the balance of the account and sent it to Respondent. Respondent forwarded that check to Ms. Falla.

42. On November 10, 2021, Respondent filed an Answer in Mr. Bohorquez's lawsuit and counterclaimed for, *inter alia*, unpaid legal fees. Respondent attached as Exhibit 1 to his Counterclaim an "Hourly and Event Billing" statement on his law firm's letterhead. This billing statement included detailed descriptions of legal services performed by Respondent while he represented Ms. Falla and Mr. Bohorquez/Boallar-DC. Respondent filed this exhibit on the public docket without redactions, and he did not seek leave to file it under seal.

43. Respondent had previously told Mr. Bohorquez's attorney that the billing statement included confidential information. Respondent also knew that Mr. Bohorquez/Boallar-DC had not waived the attorney-client privilege regarding the information he put into this billing statement.

44. Two days later, Mr. Bohorquez filed a motion to seal, arguing that the billing statement attached as Exhibit 1 to Respondent's Counterclaim "discloses attorney client privileged communications," and stating that the privilege had not been waived.

45. Respondent did not oppose or otherwise respond to the motion to seal.

46. On December 13, 2021, the Superior Court issued an order finding that Exhibit 1 "includes highly specific information pertaining to the services [Respondent] provided, and reveals confidential information relating to the client's motives in seeking Defendant's legal services." As a result, the court ordered the exhibit sealed.

47. Several months later, the Superior Court entered summary judgment in favor of Mr. Bohorquez regarding the unpaid loan. On November 30, 2022, the Superior Court entered a final judgment against Respondent in the amount of \$102,846.42, plus pre-judgment interest. The D.C. Court of Appeals subsequently affirmed. *See Merkle v. Bohorquez*, No. 22-CV-0996, Mem. Op. & J. at 5 (D.C. July 25, 2024).

48. Respondent has since satisfied the judgment against him and dismissed his Counterclaim. The parties resolved their dispute over legal fees through the Attorney-Client Arbitration Board.

### *The Charges*

49. Respondent's conduct violated the following Rules of the District of Columbia Rules of Professional Conduct:

- a. Rule 1.6(a), in that he knowingly revealed a confidence or secret of his client and no exception to the prohibition against doing so applied;
- b. Rule 1.8(a), in that he entered into one or more business transactions with a client and/or knowingly acquired an ownership, possessory, security, or other pecuniary interest adverse to a client, on terms that were not fair and reasonable, that were not fully disclosed in writing, without giving the client a reasonable opportunity to seek the advice of independent counsel, and without obtaining the client's written informed consent.

Respectfully submitted,

s/ Hamilton P. Fox, III

HAMILTON P. FOX, III

*Disciplinary Counsel*

s/ Jason R. Horrell

JASON R. HORRELL

*Assistant Disciplinary Counsel*

OFFICE OF DISCIPLINARY COUNSEL  
515 5<sup>th</sup> Street, N.W.  
Building A, Room 117  
Washington, D.C. 20001

202-638-1501

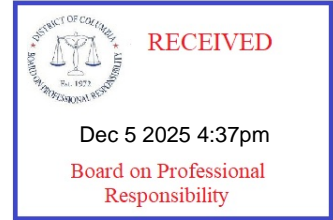
**VERIFICATION**

I declare under penalty of perjury under the laws of the United States of America that I verily believe that the facts stated in the Specification of Charges to be true and correct.

Executed on this 10th day of November, 2025.

s/ Jason R. Horrell  
\_\_\_\_\_  
JASON R. HORRELL  
*Assistant Disciplinary Counsel*

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



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**In the Matter of**

**PATRICK MERKLE,**

**Respondent.**

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**PETITION INSTITUTING FORMAL DISCIPLINARY PROCEEDINGS**

A. This Petition (including the attached Specification of Charges, which is made part of this Petition) notifies Respondent that disciplinary proceedings are hereby instituted pursuant to Rule XI, § 8(c), of the District of Columbia Court of Appeals’ Rules Governing the Bar (D.C. Bar R.).

B. Respondent is an attorney admitted to practice before the District of Columbia Court of Appeals on the date stated in the caption of the Specification of Charges.

C. A lawyer member of a Hearing Committee assigned by the Board on Professional Responsibility (Board) pursuant to D.C. Bar R. XI, § 4(e)(5), has approved the institution of these disciplinary proceedings.

D. **Procedures**

(1) **Referral to Hearing Committee** – When the Board receives the Petition Instituting Formal Disciplinary Proceedings, the Board shall refer it to a

Hearing Committee.

(2) **Filing Answer** – Respondent must respond to the Specification of Charges by filing an answer with the Board and by serving a copy on the Office of Disciplinary Counsel within 20 days of the date of service of this Petition, unless the time is extended by the Chair of the Hearing Committee. Permission to file an answer after the 20-day period may be granted by the Chair of the Hearing Committee if the failure to file an answer was attributable to mistake, inadvertence, surprise, or excusable neglect. If a limiting date occurs on a Saturday, Sunday, or official holiday in the District of Columbia, the time for submission will be extended to the next business day. Any motion to extend the time to file an answer, and/or any other motion filed with the Board or Hearing Committee Chair, must be served on the Office of Disciplinary Counsel at the address shown on the last page of this petition.

(3) **Content of Answer** – The answer may be a denial, a statement in exculpation, or a statement in mitigation of the alleged misconduct. Any charges not answered by Respondent may be deemed established as provided in Board Rule 7.7.

(4) **Mitigation** – Respondent has the right to present evidence in mitigation to the Hearing Committee regardless of whether the substantive

allegations of the Specification of Charges are admitted or denied.

(5) **Process** – Respondent is entitled to fifteen days’ notice of the time and place of hearing, to be represented by counsel, to cross-examine witnesses, and to present evidence.

E. In addition to the procedures contained in D.C. Bar R. XI, the Board has promulgated Board Rules relating to procedures and the admission of evidence which are applicable to these procedures. A copy of these rules is being provided to Respondent with a copy of this Petition.

**WHEREFORE**, the Office of Disciplinary Counsel requests that the Board consider whether the conduct of Respondent violated the District of Columbia Rules of Professional Conduct, and, if so, that it impose/recommend appropriate discipline.

Respectfully submitted,

***Hamilton P. Fox, III***

Hamilton P. Fox, III  
Disciplinary Counsel

OFFICE OF DISCIPLINARY COUNSEL  
515 Fifth Street, N.W.  
Building A, Room 117  
Washington, D.C. 20001  
Telephone: (202) 638-1501