THIS REPORT IS NOT A FINAL ORDER OF DISCIPLINE*

DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY
AD HOC HEARING COMMITTEE

In the Matter of:	:	
	:	
William H. Brammer, Jr.,	:	
	:	Board Docket No. 23-ND-004
Respondent.	:	Disciplinary Docket No. 2022-D024
	:	
A Member of the Bar of the	:	
District of Columbia Court of Appeals	:	
(Bar Registration No. 478206)	:	

REPORT AND RECOMMENDATION OF THE AD HOC HEARING COMMITTEE APPROVING THIRD AMENDED PETITION FOR NEGOTIATED DISPOSITION

I. PROCEDURAL HISTORY

This matter came before an Ad Hoc Hearing Committee on October 20, 2025, for a limited hearing on a third amended petition for negotiated disposition submitted by the Office for Disciplinary Counsel and William H. Brammer, Jr. The Hearing Committee consists of lawyer members Joshua D. Rogaczewski (chair) and Shawn P. Davisson, and public member David Bernstein. The Office for Disciplinary Counsel was represented at the hearing by Assistant Disciplinary Counsel Traci M. Tait; Mr. Brammer was present and represented by McGavock D. Reed, Jr.

The Hearing Committee has carefully considered the third amended petition (as corrected at the limited hearing), Mr. Brammer's supporting affidavit (as

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* Consult the "Disciplinary Decisions" tab on the Board on Professional Responsibility's website (www.dcattorneydiscipline.org) to view any prior or subsequent decisions in this case.

corrected at the limited hearing), and the representations during the limited hearing made by Mr. Brammer, his counsel, and Disciplinary Counsel. The Hearing Committee also has fully considered the statement made during the limited hearing by the complainant (Tricia Whearty), conducted an in camera review of Disciplinary Counsel's files and records, and communicated ex parte with Disciplinary Counsel.

The parties have agreed that the sanction to be imposed for Mr. Brammer's misconduct is a ninety-day suspension, with all but sixty days stayed in favor of two years of unsupervised probation with conditions. (*See infra* ¶ 47.)

For the reasons set forth below, the Hearing Committee finds that the negotiated disposition described above is justified and recommends that it be imposed by the Court.

II. FINDINGS PURSUANT TO D.C. BAR R. XI, § 12.1(C)AND BOARD RULE 17.5

The Hearing Committee, after full and careful consideration, finds that:

1. The third amended petition and Mr. Brammer's affidavit (as corrected at the limited hearing (Tr. 11–12)) are full, complete, and in proper order.[1]

2. Mr. Brammer is aware that there is currently pending against him a proceeding involving allegations of misconduct. (Tr. 25–26; Aff. ¶ 4.)

[1] The Hearing Committee uses "Tr." to cite the transcript of the October 20, 2025 limited hearing; "Aff." to cite Mr. Brammer's affidavit (as corrected at the limited hearing); and "3d Am. Pet." to cite the third amended petition for negotiated disposition (as corrected at the limited hearing).

3. The allegations that were brought to the attention of Disciplinary Counsel are, among other things, that Mr. Brammer engaged in neglect and was dishonest with his clients when communicating about their matter. (3d Am. Pet. 2.)

4. Mr. Brammer has freely and voluntarily acknowledged that the material facts and misconduct reflected in the third amended petition are true. (Tr. 26–29; Aff. ¶¶ 3, 5.) Mr. Brammer specifically acknowledged the facts set forth below. (*See infra* ¶¶ 5–38.)

5. Pursuant to section 1(a) of D.C. Bar Rule XI, Disciplinary Counsel has jurisdiction to prosecute because Mr. Brammer is a member of the Bar of the District of Columbia Court of Appeals. The Court admitted Mr. Brammer on July 8, 2002, and he was assigned Bar number 478206. (3d Am. Pet. ¶ 1.)

6. On July 1, 2021, Patricia Easley Whearty and her brother Craig Easley retained Mr. Brammer to represent them in their efforts to obtain information about expenditures made by the trustee of their mother's trust. The trustee was their sister, who lived in Virginia with their mother. The siblings' parents had lived in Maryland before their father's death, and certain assets remained in that state. The trustee had not responded to Ms. Whearty's and Mr. Easley's questions about how their mother's assets were being spent. They were concerned that the trustee was spending trust assets inappropriately while refusing to provide information about her expenditures. (3d Am. Pet. ¶ 2.)

7. Ms. Whearty and Mr. Easley first interviewed Mr. Brammer on or about June 8, 2021, by teleconference because of the pandemic. They have never met with him in person. Ms. Whearty and Mr. Easley informed Mr. Brammer that they sought an attorney familiar with the relevant law in both Maryland and Virginia. They chose to retain Mr. Brammer after he led them to believe that his law firm had the requisite expertise to handle their matter, even though the trust was formed in Maryland and the trustee and beneficiary lived in Virginia. (3d Am. Pet. ¶ 3.)

8. The initial telephone conference was followed by a videoconference on June 17, 2021. Participants in this virtual meeting were Ms. Whearty, Mr. Easley, Mr. Brammer, and a Maryland-licensed attorney. (3d Am. Pet. ¶ 4.)

9. Mr. Brammer did not adequately disclose that he was not licensed in either Virginia or Maryland in either the June 8 teleconference or the June 17 videoconference. He explained that he would need to bring in a Maryland attorney but did not share that one of the reasons for this was that he was not licensed in Maryland or Virginia. (3d Am. Pet. ¶ 5.)

10. Mr. Brammer informed Ms. Whearty and Mr. Easley that he had a team that included a Maryland attorney. Though Mr. Brammer shared that the Maryland attorney worked for "Lincoln Park Associates," he failed to disclose that the attorney was not an associate in, partner of, or otherwise employed at his firm. Ms. Whearty

and Mr. Easley believed that Mr. Brammer's team consisted only of members of Mr. Brammer's own law firm. (3d Am. Pet. ¶ 6.)

11. Mr. Brammer's law firm did not have a Maryland or Virginia attorney. In fact, Mr. Brammer was the only lawyer at his firm. He did not disclose these facts to Ms. Whearty and Mr. Easley. (3d Am. Pet. ¶ 7.)

12. Ms. Whearty and Mr. Easley would not have retained Mr. Brammer if they had known he was the firm's only attorney and lacked a license to practice in either relevant jurisdiction. (3d Am. Pet. ¶ 8.)

13. Around the time they initially met with him, Ms. Whearty and Mr. Easley asked Mr. Brammer about projected fees to handle their matter. Mr. Brammer estimated that legal fees could range from $6,000 to $30,000 or more for the representation, depending on whether the trustee would provide the information they sought without forcing Ms. Whearty and Mr. Easley to engage in prolonged litigation. (3d Am. Pet. ¶ 9.)

14. Mr. Brammer agreed to bill Ms. Whearty and Mr. Easley hourly and agreed to alert them to replenish a retainer as fees were earned. He explained the concept of an "evergreen deposit" and agreed that they could replenish the retainer in $3,000 increments as the fees were earned. (3d Am. Pet. ¶ 10.)

15. Ms. Whearty and Mr. Easley paid Mr. Brammer $6,000 to begin the representation. (3d Am. Pet. ¶ 11.)

16. On June 30, 2021, Mr. Easley signed Mr. Brammer's retainer agreement; Ms. Whearty signed it the next day. The retainer agreement identified the Maryland attorney as local counsel but did not clearly state his billing rate, and the agreement did not set forth the division of responsibility or give any more details about the effect of the association of lawyers outside the firm on the fee to be charged. (3d Am. Pet. ¶ 12.)

17. At some point early in the representation, Mr. Brammer informed Ms. Whearty and Mr. Easley that the Maryland-licensed attorney was going to travel out of the country for an extended period. He mentioned that another person would be brought in to perform some of the same duties the Maryland attorney would have performed if he had not been traveling. Mr. Brammer did not explain what these duties were or to what degree the new person would be involved. (3d Am. Pet. ¶ 13.)

18. Mr. Brammer contends that the duties he expected the new person to complete were proofreading; document compiling; and other basic, paralegal functions. This was not explained to Ms. Whearty and Mr. Easley. (3d Am. Pet. ¶ 14.)

19. The new person Mr. Brammer identified was H. Franklin Green, whom Mr. Brammer knew or should have known was a convicted felon and former member of the D.C. Bar who had been disbarred for financial misconduct. (3d Am. Pet. ¶ 15.)

20. Mr. Brammer explained to Ms. Whearty and Mr. Easley that Mr. Green possessed a law degree but was not a practicing attorney. Mr. Brammer did not disclose Mr. Green's criminal or disciplinary history. (3d Am. Pet. ¶ 16.)

21. Ms. Whearty and Mr. Easley would not have retained Mr. Brammer or his firm if they had known about Mr. Green's criminal and disciplinary history. (3d Am. Pet. ¶ 17.)

22. As the representation progressed, Mr. Green, Mr. Brammer, the Maryland attorney, Ms. Whearty, and Mr. Easley had teleconferences and exchanged emails. (3d Am. Pet. ¶ 18.)

23. On August 6, 2021, the Maryland attorney filed (a) a petition to account for trust assets, modify the trust, and replace the trustee and (b) a motion for preliminary injunction on behalf of Ms. Whearty and Mr. Easley in the Circuit Court of Maryland for Montgomery County. The Maryland attorney, Mr. Brammer, and Mr. Green worked together in preparing the court papers and supporting affidavits. Mr. Brammer and the Maryland attorney both signed the substantive pleadings and the relevant documents to admit Mr. Brammer pro hac vice to the Maryland court. (3d Am. Pet. ¶ 19.)

24. Ms. Whearty and Mr. Easley were unclear about Mr. Green's role in their case and believed he was an attorney working in Mr. Brammer's law office. Mr. Brammer never explicitly told them that Mr. Green was not an attorney in his

law firm. Ms. Whearty and Mr. Easley reasonably concluded that Mr. Green was an attorney. (3d Am. Pet. ¶ 20.)

25. Although Ms. Whearty and Mr. Easley had been prepared for the Maryland attorney to be less involved because of his foreign travel, the Maryland attorney stayed as involved in the representation as Mr. Brammer. (3d Am. Pet. ¶ 21.)

26. From the perspective of Ms. Whearty and Mr. Easley, Mr. Green's role in the representation was indistinguishable from that of the Maryland attorney and Mr. Brammer. Mr. Brammer concedes that he did not adequately explain to his clients Mr. Green's role in the representation. (3d Am. Pet. ¶ 22.)

27. About seven weeks after retaining Mr. Brammer, Ms. Whearty and Mr. Easley received their first invoice for legal services. It exceeded the initial estimate of $30,000, and they were surprised by the amount. Despite Mr. Brammer's explanation of the evergreen deposit, they had expected to be charged in $3,000 increments. Though he had provided some updates to Ms. Whearty and Mr. Easley about the work that was being performed, Mr. Brammer had never revised his initial estimate of the litigation cost. Mr. Brammer concedes that he had not provided billing updates or regular invoices because he had not had time to compile them. Mr. Brammer also concedes that though he explained the concept of an evergreen

deposit, he failed to make sure that Ms. Whearty and Mr. Easley understood the difference between that and their billing schedule. (3d Am. Pet. ¶ 23.)

28. It was only after Ms. Whearty and Mr. Easley reviewed the invoice that they learned that the Maryland attorney was not part of Mr. Brammer's law firm. Mr. Brammer concedes that his designation of the Maryland attorney as "local counsel" was not sufficient to inform Ms. Whearty and Mr. Easley of the salient facts. (3d Am. Pet. ¶ 24.)

29. Ms. Whearty and Mr. Easley disputed the amount of the legal fees, stating they believed Mr. Brammer overcharged them. Ms. Whearty and Mr. Easley expressed their disappointment at the lack of communication and failure to advise them when the initial retainer was exhausted. (3d Am. Pet. ¶ 25.)

30. Ms. Whearty and Mr. Easley directed Mr. Brammer to cease further work except to move to dismiss the petition that had been filed. (3d Am. Pet. ¶ 26.)

31. The trustee filed a responsive court paper, and Ms. Whearty and Mr. Easley obtained successor counsel to respond. (3d Am. Pet. ¶ 27.)

32. Ms. Whearty and Mr. Easley discovered Mr. Green's criminal and disciplinary background after Ms. Whearty filed a disciplinary complaint. (3d Am. Pet. ¶ 28.)

33. Ms. Whearty and Mr. Easley ultimately paid Mr. Brammer $26,000 in fees. (3d Am. Pet. ¶ 29.)

34. At the onset of the representation, Mr. Brammer created a Dropbox folder for Ms. Whearty and Mr. Easley to use to view all the documents in the case. Mr. Brammer uploaded all of the court papers to this folder, including the August 6, 2021 motion for special admission for Mr. Brammer to practice in Maryland. Although this document was available to Ms. Whearty and Mr. Easley, Mr. Brammer never made any effort to confirm that they had read it. (3d Am. Pet. ¶ 30.)

35. Ms. Whearty filed for a refund of the fees she and her brother paid Mr. Brammer with the Attorney/Client Arbitration Board ("ACAB") and was awarded $10,000. (3d Am. Pet. ¶ 31.)

36. Mr. Brammer's business and law firm have encountered serious financial difficulties, and his wife is currently unemployed. He is working a retail job to pay expenses. (3d Am. Pet. ¶ 32.)

37. Disciplinary Counsel has confirmed that Mr. Brammer has established a bank account into which he deposits funds on a regular basis to repay Ms. Whearty, who did not want to receive her refund piecemeal. She has agreed to a process whereby Mr. Brammer will pay her lump sums of $1,000 periodically until he has refunded the fees ACAB directed him to return to her. (3d Am. Pet. ¶ 33.)

38. Mr. Brammer has agreed to provide proof of his progress to Disciplinary Counsel. (3d Am. Pet. ¶ 34.)

39. Mr. Brammer violated the following District of Columbia Rules of Professional Conduct:

a. Rule 1.4(a), because Mr. Brammer failed to keep his clients apprised of the status of the matter, specifically around fees;

b. Rule 1.4(b), because Mr. Brammer failed to explain the matter to the extent reasonably necessary to permit his clients to make informed decisions regarding the representation;

c. Rule 1.5(e), because Mr. Brammer worked with an attorney who was not in the same firm as him without advising his clients in writing of the contemplated division of responsibility, advising them of the effect of the association of lawyers outside the firm on the fee to be charged, obtaining his clients' informed consent, and ensuring that the total fee was reasonable;[2] and

d. Rule 8.4(c), because Mr. Brammer engaged in reckless conduct rising to dishonesty by misleading his clients to believe that more than one attorney worked for his law firm, that his firm had expertise in representing clients seeking the relief they sought and so could handle their matter efficiently, and that Mr. Green was an attorney who worked for his firm.

(3d Am. Pet. 9–10.)

40. Mr. Brammer agrees to the disposition because he believes that he cannot successfully defend against discipline based on the stipulated misconduct. (Tr. 25; Aff. ¶ 6.)

[2] For the reasons discussed in the confidential appendix, Disciplinary Counsel did not include a charge that Mr. Brammer billed his clients an unreasonable fee in violation of Rule 1.5(a) or (e)(4).

41. Disciplinary Counsel has made no promises to Mr. Brammer other than what is contained in the third amended petition. (Aff. ¶ 3.) Those promises are that Disciplinary Counsel will not pursue any other charges arising out of the conduct described in the third amended petition and will not seek a sanction other than that set forth in the third amended petition. (3d Am. Pet. 10–11.) Mr. Brammer confirmed during the limited hearing that there were no other promises or inducements other than those set forth in the third amended petition. (Tr. 31–32.)

42. Mr. Brammer has conferred with his counsel. (Tr. 18; Aff. ¶ 2.)

43. Mr. Brammer freely and voluntarily acknowledges the facts and misconduct reflected in the third amended petition and agrees to the sanction set forth therein. (Tr. 26, 32; Aff. ¶¶ 3, 5–6, 13.)

44. Mr. Brammer is not being subjected to coercion or duress. (Tr. 32; Aff. ¶ 3.)

45. Mr. Brammer is competent and was not under the influence of any substance or medication that would affect his ability to make informed decisions at the limited hearing. (Tr. 19–20.)

46. Mr. Brammer is fully aware of the implications of entering into the disposition, including, but not limited to, the following:

a. he has the right to assistance of counsel if he is unable to afford counsel;

b. he will waive his right to cross-examine adverse witnesses and to compel witnesses to appear on his behalf;

c. he will waive his right to have Disciplinary Counsel prove each and every charge by clear and convincing evidence;

d. he will waive his right to file exceptions to reports and recommendations filed with the Board on Professional Responsibility and with the Court;

e. the negotiated disposition, if approved, may affect his present and future ability to practice law;

f. the negotiated disposition, if approved, may affect his bar memberships in other jurisdictions; and

g. any sworn statement by him in his affidavit or any statements made by him during the proceedings may be used to impeach his testimony if there is a subsequent hearing on the merits.

(Tr. 20–24; Aff. ¶¶ 2, 9–10, 12.)

47. Mr. Brammer and Disciplinary Counsel have agreed that the sanction in this matter should be a ninety-day suspension, with all but sixty days stayed in favor of two years of unsupervised probation. The period of suspension will begin thirty days after the Court issues its order (or on a date otherwise specified by the Court). The period of probation will begin on the day that Mr. Brammer completes the served portion of the suspension. The probation is subject to the following conditions:

a. that Mr. Brammer not be the subject of a disciplinary complaint that results in a finding that he violated the disciplinary rules of any jurisdiction in which he is licensed to practice during the probationary period;

b. that Mr. Brammer will notify Disciplinary Counsel promptly of any disciplinary complaint filed against him and its disposition;

c. that Mr. Brammer will consult with the D.C. Bar's Practice Management Advisory Service ("PMAS") to conduct a review of his prior discipline and his law practice to avoid continuing to commit the same ethics breaches, with particular emphasis on clear and effective communication, to include:

   A. improving the manner in which Mr. Brammer describes his firm's capabilities—both in communicating with his clients and prospective clients—and on the firm's website, and

   B. improving Mr. Brammer's billing practices, including the necessity of regular billing and other steps to avoid unnecessary surprises regarding the size of his bill.

d. that Mr. Brammer waives confidentiality regarding the PMAS consultation process and will provide proof within ten days of its completion;

e. that Mr. Brammer will provide Disciplinary Counsel documentation monthly of his progress in repaying Ms. Whearty;

f. that Mr. Brammer will notify all current and new clients of his probationary status and certify his compliance by affidavit within thirty days of completing his probation; and

g. that, within thirty days of the Court's order suspending him, Mr. Brammer will notify Disciplinary Counsel in writing of all jurisdictions in which he is or has been licensed to practice and all tribunals before which he has appeared as legal counsel.

(3d Am. Pet. 12–13; Tr. 29–31; Aff. ¶ 13.) Mr. Brammer is aware that he will be required to notify clients of his suspension under section 14 of D.C. Bar Rule XI and Board Rule 9.9. (3d Am. Pet. 19.)

48. The third amended petition sets forth the following aggravating circumstances, which the Hearing Committee has taken into consideration:

> Aggravating factors are that [Mr. Brammer]'s misconduct includes dishonesty, and he has a significant disciplinary history (a negotiated stayed 30-day suspension with probation for incompetence, neglect, and failure to communicate, and a prior informal admonition for incompetence and failure to communicate). The Court's order approving the earlier petition for negotiated discipline, the petition for negotiated disposition, and the informal admonition are attached [to the third amended petition] at the labeled bookmarks. Further, [Mr. Brammer] failed to complete his probation during his prior (fully) stayed suspension before the disciplinary complaint giving rise to these charges was filed.

(3d Am. Pet. 18; *see also* Tr. 32–34.)

49. The third amended petition sets forth Mr. Brammer's stipulated statement regarding mitigating circumstances, which the Hearing Committee has taken into consideration:

> In mitigation, [Mr. Brammer] has taken responsibility for his misconduct. He acknowledges he violated the Rules as set forth above; has cooperated fully with Disciplinary Counsel's investigation; agrees to a served suspension incorporating the original 30 days served, the added 30 days served, and a two-year unsupervised probation term; and PMAS's specific training on the conditions the Board recommends.[3] He seeks to learn strategies to avoid further ethics breaches, and has taken concrete, verifiable steps toward refunding Ms. Whearty the $10,000 in fees he has been ordered to pay.

[3] This refers to probation conditions recommended in a January 23, 2025 Board Report recommending that the Court deny a prior petition for negotiated disposition.

(3d Am. Pet. 18–19; *see* Tr. 34–35 (the parties stipulating to these mitigating circumstances).)

50. The complainant, Ms. Whearty, appeared at the hearing and provided an oral statement in which she represented that Mr. Brammer had not yet made restitution and expressed doubt that Mr. Brammer would reform his conduct. (Tr. 36–37.)

III. DISCUSSION

The Hearing Committee recommends approval of the parties' third amended petition for negotiated disposition because, as explained below, it finds:

> (1) [Mr. Brammer] has knowingly and voluntarily acknowledged the facts and misconduct reflected in the petition and agreed to the sanction set forth therein;
>
> (2) The facts set forth in the petition or as shown at the hearing support the admission of misconduct and the agreed upon sanction; and
>
> (3) The sanction agreed upon is justified . . . .

D.C. Bar R. XI, § 12.1(c); *see also* Bd. R. 17.5(a)(i)–(a)(iii).

A. Mr. Brammer Has Knowingly and Voluntarily Acknowledged the Facts and Misconduct and Agreed to the Stipulated Sanction.

The Hearing Committee finds that Mr. Brammer has knowingly and voluntarily acknowledged the facts and misconduct reflected in the third amended petition and agreed to the sanction therein. Mr. Brammer, after being placed under oath, admitted the stipulated facts and charges set forth in the third amended petition, and denied that he is under duress or has been coerced into agreeing to this

disposition. (Tr. 18; *see supra* ¶¶ 43–44, 43–45.) Mr. Brammer understands the implications and consequences of his negotiated disposition. (*See supra* ¶¶ 46, 46.)

Mr. Brammer has acknowledged that all promises that have been made to him by Disciplinary Counsel as part of this negotiated disposition are set forth in writing in the third amended petition and that there are no other promises or inducements that have been made to him. (*See supra* ¶ 41.)

B. The Stipulated Facts Support the Admissions of Misconduct and the Agreed-Upon Sanction.

The Hearing Committee has carefully reviewed the facts set forth in the third amended petition and established during the limited hearing and concludes that they support the admission of misconduct and the agreed-upon sanction. Moreover, Mr. Brammer agrees to this negotiated disposition because he believes that he could not successfully defend against the misconduct described in the third amended petition. (*See supra* ¶ 40.)

First, Mr. Brammer admits that he violated Rule of Professional Conduct 1.4(a): "A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information." Specifically, Mr. Brammer failed to keep his clients apprised of the status of the matter, especially around fees. The evidence supports Mr. Brammer's admission that he violated Rule 1.4(a) in that the stipulated facts describe that he failed to provide billing updates or invoices, because he did not have time to prepare them, and that

he did not otherwise inform his clients of the actual cost of the representation, even when that cost exceeded the upper-bound estimate he provided the clients. Given that he originally estimated that legal fees could range from $6,000 to $30,000 or more for the representation (depending on whether the trustee would provide the information they sought or force the clients to litigate their rights to the information) and told the clients that they would be asked to replenish the retainer in $3,000 increments as fees were earned, Mr. Brammer should have informed them of the amounts being incurred and should not have surprised them with an initial bill for over $30,000, just seven weeks into the representation.

Second, Mr. Brammer admits that he violated Rule 1.4(b): "A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation." Mr. Brammer did not explain to his clients how he intended to handle their representation to the extent necessary to permit them to make informed decisions. The evidence supports Mr. Brammer's admission that he violated Rule 1.4(b) in that the stipulated facts describe that he led the clients to believe that his law firm had the requisite expertise to handle their matter and that Mr. Brammer did not explain that he was not licensed to appear in Maryland courts, where the clients' matter would be litigated. Indeed, Mr. Brammer failed to disclose that the "team" that he described to the clients consisted of individuals who were neither associates in, partners of, nor otherwise associated with

his firm. Nor could they be, because his firm had only one lawyer—him. And Mr. Brammer did not inform the clients that he would enlist the assistance of H. Franklin Green, what Mr. Green's duties would be, or that Mr. Green was a convicted felon and former lawyer who had been disbarred for financial misconduct.

Third, Mr. Brammer admits that he violated Rule 1.5(e), which prohibits the division of a fee between lawyers who are not in the same firm unless certain conditions are met.[4] Mr. Brammer did not violate the rules of professional conduct by working with a Maryland lawyer. Indeed, he was arguably required to do so given that he needed that lawyer's assistance to handle the clients' matter. *See* D.C. R. Pro. Conduct 1.1, cmt. [2] ("Competent representation can also be provided through the association of a lawyer of established competence in the field in question."). But Mr. Brammer needed to make his clients aware that he would need to work with a

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[4] Rule 1.5(e) provides:

> A division of a fee between lawyers who are not in the same firm may be made only if:
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> (1) The division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation[;]
>
> (2) The client is advised, in writing, of the identity of the lawyers who will participate in the representation, of the contemplated division of responsibility, and of the effect of the association of lawyers outside the firm on the fee to be charged;
>
> (3) The client gives informed consent to the arrangement; and
>
> (4) The total fee is reasonable.

Maryland-licensed lawyer who was not in the same firm as him and obtain their informed consent to the arrangement. The stipulated facts support Mr. Brammer's admission that he violated Rule 1.5(e). Mr. Brammer did not advise the clients in writing of the necessary association, much less the contemplated division of responsibility, the Maryland lawyer's billing rate, or the effect of using lawyers outside his firm on the fee to be charged. In short, Mr. Brammer did not obtain his clients' informed consent to the arrangement. *See id.* R. 1.0(e) ("'Informed consent' denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct."); *id.* R. 1.0, cmt. [2] ("The lawyer must make reasonable efforts to ensure that the client or other person possesses information reasonably adequate to make an informed decision.").

Finally, Mr. Brammer admits that he violated Rule 8.4(c), which prohibits dishonesty, fraud, deceit, or misrepresentation. The stipulated facts establish that Mr. Brammer engaged in dishonesty by recklessly failing to disclose to the clients material facts. He did not disclose that he was the sole lawyer in his law firm and allowed them to believe otherwise. He did not disclose that he was not licensed to practice in Maryland or Virginia and allowed them to believe that his firm had expertise in representing clients seeking the relief they sought and so could handle their matter efficiently. And Mr. Brammer did not disclose that Mr. Green was not

his employee or that Mr. Green had been disbarred and convicted of a felony, allowing them to believe that Mr. Green was a lawyer in good standing and Mr. Brammer's employee. Mr. Brammer admits that these omissions were reckless.

C. The Agreed-Upon Sanction Is Justified.

The third factor the Hearing Committee must consider is whether the sanction agreed upon is justified. D.C. Bar R. XI, § 12.1(c); Bd. R. 17.5(a)(iii) (explaining that hearing committees should consider "the record as a whole, including the nature of the misconduct, any charges or investigations that Disciplinary Counsel has agreed not to pursue, the strengths or weaknesses of Disciplinary Counsel's evidence, any circumstances in aggravation and mitigation (including respondent's cooperation with Disciplinary Counsel and acceptance of responsibility), and relevant precedent"); *In re Johnson*, 984 A.2d 176, 181 (D.C. 2009) (per curiam) (providing that a negotiated sanction may not be "unduly lenient"). Based on the entire record, including the stipulated circumstances in aggravation and mitigation, the Hearing Committee's in camera review of Disciplinary Counsel's investigative file, the Hearing Committee's ex parte discussion with Disciplinary Counsel, and the Hearing Committee's review of relevant precedent, the Hearing Committee concludes that the agreed-upon sanction is justified and not unduly lenient, for the following reasons, and for those set forth in the attached confidential appendix.

First, although this case involves dishonesty, the central issue is Mr. Brammer's failure to communicate adequately with his clients. There is nothing wrong with a D.C. lawyer agreeing to represent Virginia clients in a Maryland proceeding.[5] But Mr. Brammer needed to explain to his clients his specific limitations and, more important, his proposal to work with lawyers outside his firm to act as the anchor counsel in Maryland. How Mr. Brammer represented his clients did not constitute misconduct. Indeed, nothing in the record suggests any fault in Mr. Brammer's legal advice or work product. His failure to communicate with the clients about how he represented them, however, ran afoul of Rules 1.4 and 1.5. He was sufficiently reckless in his communications that he was dishonest, but this is not a matter in which the lawyer engaged in malicious fraud.[6] Moreover, Disciplinary Counsel conducted a full investigation upon receiving Ms. Whearty's complaint and, as explained in the confidential appendix, Disciplinary Counsel did not unreasonably leave uncharged any violation, much less a serious one. The agreed-upon disposition recognizes this and sanctions Mr. Brammer—any time away from one's practice is serious—but also includes training to correct what occurred in this instance.

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[5] Nor is it misconduct for a lawyer to work with a disbarred lawyer such as Mr. Green. Mr. Green cannot practice law, but he is allowed to work. Mr. Brammer's error was not letting his clients know the material facts about Mr. Green.

[6] Indeed, Mr. Brammer's licensure status and Mr. Green's disciplinary history and bar status were matters of public record and, therefore, unlikely things for Mr. Brammer to withhold with an intent to deceive his clients.

Second, Mr. Brammer's conduct at the limited hearing and agreement to discipline supports the agreed-upon sanction. Mr. Brammer stipulates that he does not believe he could successfully defend against Disciplinary Counsel's charges, but he had the right to force Disciplinary Counsel to prove up its charges at a full evidentiary hearing, expending resources of Disciplinary Counsel and the Hearing Committee that could have been deployed elsewhere. He did not do that. Instead, Mr. Brammer accepted responsibility for what he did in this matter, and he appeared genuinely remorseful at the limited hearing.

Third, the proposed sanction adequately accounts for the complicated history of this matter. As the Court knows, this is the second time the Hearing Committee seeks approval of a negotiated disposition of the charges by Disciplinary Counsel against Mr. Brammer. Over the dissent of its public member, the Hearing Committee previously recommended a different sanction, and the Court referred the matter to the Board for its views, stating,

> We are given pause by the division among the Hearing Committee's members and several of the points made by the committee's dissenting member, and we are given further pause by the fact that [Mr. Brammer] committed this misconduct while on probation in his prior disciplinary matter and where this court stayed his thirty-day suspension in lieu of a one-year period of probation during which time respondent should not engage in any ethical misconduct.

Order, *In re Brammer*, App. No. 24-BG-0815, at 1 (D.C. Oct. 25, 2024). The Board agreed with the Hearing Committee that "Disciplinary Counsel . . . appropriately

assessed the litigation risk of proving that [Mr. Brammer] engaged in more serious misconduct, including intentional fraud against his clients" but recommended rejection of the earlier petition "as unduly lenient because it d[id] not adequately reflect the significant aggravating factor that [Mr. Brammer] engaged in the misconduct at issue here while on probation for prior misconduct." R. & R. Bd. Pro. Resp. 2 (Jan. 23, 2025).

The Hearing Committee finds that the parties adequately accounted for the Court's and the Board's concern in the instant petition. The suspension terms are the same as those in the earlier petition (ninety days with sixty days suspended) but the probation period is twice as long as it was before and there are increased conditions, including requirements to notify clients of Mr. Brammer's probationary status and to report to Disciplinary Counsel on the progress of paying the ACAB award to Ms. Whearty. The former condition provides greater protection to members of the public by compelling disclosure to clients and potential clients, allowing them to make informed decisions about continuing to engage or to engage Mr. Brammer. The latter condition reinforces Mr. Brammer's duty to abide by his agreement with his former client. And the longer period should highlight for Mr. Brammer the importance of not relapsing into unprofessional conduct during the probationary period.

Finally, the agreed-upon sanction is a fair result that reflects an arm's-length compromise between Disciplinary Counsel and Mr. Brammer. Had Disciplinary Counsel prevailed after a hearing, Mr. Brammer could have received a harsher sanction. But in the unlikely event that he prevailed, Mr. Brammer would have received no sanction. The agreed-upon sanction guarantees that Mr. Brammer receives a significant sanction and cuts off the risk that he receives none. And it ensures that Mr. Brammer serves his suspension sooner. Had this matter gone to a hearing, and had Mr. Brammer appealed an adverse result, it could have been months—or years—after the misconduct before Mr. Brammer received his sanction. The agreed-upon sanction—which is well within the range of sanctions issued for violations like Mr. Brammer's[7]—deters Mr. Brammer from further misconduct, and protects the public, sooner than after a potentially protracted adjudicative process (including appeals).

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[7] *See, e.g.*, *In re Avery*, 189 A.3d 715 (D.C. 2018) (per curiam) (sixty-day suspension with thirty days stayed in favor of one year of probation for neglecting client, making misleading statements to Disciplinary Counsel, and giving "not credible" and "false testimony" at hearing); *In re Bailey*, 283 A.3d 1199, 1209 (D.C. 2022) (one-year suspension for dishonestly charging client unreasonable fee (Rules 8.4(c) and 1.5(a)), failing to communicate with client (Rules 1.4(a) and (b)), failing to provide client a writing about fee-splitting and division of responsibilities with counsel at another law firm (Rule 1.5(e)), and seriously interfering with the administration of justice (Rule 8.4(d)), in the context of much more extensive disciplinary history than Respondent's that included nine-month suspension for, inter alia, negligent misappropriation (*In re Bailey*. 883 A.2d 106 (D.C. 2005)), in addition to two informal admonitions).

IV. CONCLUSION AND RECOMMENDATION

For the reasons stated above, the Hearing Committee recommends that the negotiated disposition be approved and that the Court suspend Mr. Brammer for ninety days, with all but sixty days stayed in favor of two years of unsupervised probation. The period of suspension will begin thirty days after the Court issues its order (or on a date otherwise specified by the Court). The period of probation will begin on the day that Mr. Brammer completes the served portion of the suspension. The probation is subject to the following conditions:

a. that Mr. Brammer not be the subject of a disciplinary complaint that results in a finding that he violated the disciplinary rules of any jurisdiction in which he is licensed to practice during the probationary period;

b. that Mr. Brammer will notify Disciplinary Counsel promptly of any disciplinary complaint filed against him and its disposition;

c. that Mr. Brammer will consult with the D.C. Bar's Practice Management Advisory Service to conduct a review of his prior discipline and his law practice to avoid continuing to commit the same ethics breaches, with particular emphasis on clear and effective communication, to include:

    A. improving the manner in which Mr. Brammer describes his firm's capabilities—both in communicating with his clients and prospective clients—and on the firm's website, and

    B. improving Mr. Brammer's billing practices, including the necessity of regular billing and other steps to avoid unnecessary surprises regarding the size of his bill.

d. that Mr. Brammer waives confidentiality regarding the PMAS consultation process and will provide proof within ten days of its completion;

e. that Mr. Brammer will provide Disciplinary Counsel documentation monthly of his progress in repaying Ms. Whearty;

f. that Mr. Brammer will notify all current and new clients of his probationary status and certify his compliance by affidavit within thirty days of completing his probation; and

g. that, within thirty days of the Court's order suspending him, Mr. Brammer will notify Disciplinary Counsel in writing of all jurisdictions in which he is or has been licensed to practice and all tribunals before which he has appeared as legal counsel.

The Hearing Committee further recommends that Mr. Brammer's attention be directed to the requirements of section 14 of D.C. Bar Rule XI and their effect on his eligibility for reinstatement. *See* D.C. Bar R. XI, § 16(c).

AD HOC HEARING COMMITTEE

Joshua D. Rogaczewski, Chair

David Bernstein
Public Member

Shawn Davisson
Attorney Member