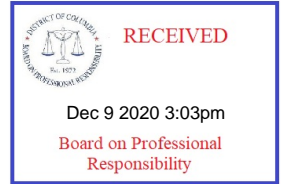


**DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY**



In the Matter of

RICHARD MORRIS,

Respondent

**A Suspended Member of the Bar
of the D.C. Court of Appeals**

(Bar Registration No. 491646)

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**Disciplinary Docket Nos. 2019-D136,
2019-D152, 2019-D158, 2019-D315,
2020-D009, 2020-D087, and 2020-D119**

SPECIFICATION OF CHARGES

The disciplinary proceedings instituted by this petition are based upon conduct that violates the standards governing the practice of law in the District of Columbia as prescribed by D.C. Bar R. X and XI, § 2(b).

Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar R. § XI. Pursuant to D.C. Bar R. XI, § 1(a), jurisdiction is found because:

1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on March 7, 2005, and assigned Bar number 491646.

2. Respondent has never been licensed to practice law in Virginia. However, since no later than 2013, Respondent maintained a law office in Virginia.

The facts giving rise to the charges of misconduct are as follows:

COUNT ONE – DDN 2019-D136

3. In April 2018, Nathan Davis retained Respondent to defend him against possible criminal charges and a threatened discharge from the United States Navy.

4. Respondent provided Mr. Davis a fee agreement that provided he would charge Mr. Davis a “flat fee” of \$3,500 to investigate the circumstances and provide legal counsel for the pending and anticipated criminal charges and administrative proceedings before the U.S. Navy, including the suspension of his security clearance.

5. Respondent represented in his fee agreement that he would deposit the fee into his attorney trust account, and transfer the funds to his operating account as work was performed at the rate of \$350/hour for Respondent’s time, and \$100/hour for his assistant’s time.

6. Mr. Davis paid Respondent \$3,500 by credit card in mid-April 2018.

7. On April 18, 2018, the credit card payment of \$3,500 was credited to Respondent’s D.C. IOLTA or trust account at Bank of America, which Respondent held in the name of “The Law Center,” account no. 1807.

8. Without seeking or obtaining Mr. Davis’s consent and without having done the work Mr. Davis retained him to do, Respondent withdrew all or almost all of Mr. Davis’s funds from the trust account within a day. By April 19, 2018, the balance in the trust account was \$100.

9. Between April and October 2018, Mr. Davis and Respondent had

sporadic communications, mostly by text messages and telephone, and a couple of in-person meetings. At some point, Respondent told Mr. Davis he would refer him to another lawyer, but then failed to do so.

10. By the end of October 2018, Respondent had not taken any action in Mr. Davis's matter and Mr. Davis had retained another lawyer to help him.

11. Mr. Davis asked Respondent to provide him a refund of the unearned fees. Respondent failed to provide an invoice, as he had promised Mr. Davis he would do by the end of October 2018, or a refund. Respondent then refused to respond to Mr. Davis's further requests for an accounting of his time and a refund.

12. In February 2019, Mr. Davis filed a disciplinary complaint against Respondent and asked for a refund of the fees he had paid him.

13. Respondent responded to the complaint by attaching a purported invoice for his time in Mr. Davis's matter. Respondent had never provided any invoices to Mr. Davis, as Respondent falsely claimed he had. The invoice Respondent produced to Disciplinary Counsel had a number of inflated time entries, including for meetings that Respondent alleged he had with Mr. Davis that went for hours when Respondent and Mr. Davis had only a couple of meetings that lasted no more than 30 minutes each.

14. In November 2019, Disciplinary Counsel sent Respondent a further request for information and a subpoena *duces tecum* for the client file and his financial records showing his handling of the fees that Mr. Davis advanced.

15. Respondent failed to respond to the letter. Respondent also failed to comply with the subpoena after requesting and receiving an extension of time to do so.

16. In December 2019, Disciplinary Counsel sent Respondent follow-up letters and emails asking him to respond to the inquiries and comply with the subpoena. Respondent again failed to respond to the inquiries and did not provide any documents in response to the subpoena.

17. On January 13, 2020, Disciplinary Counsel filed a motion with the Court to enforce the subpoena *duces tecum* for Mr. Davis's client file and Respondent's financial records relating to the funds he received from Mr. Davis. Respondent did not respond to the motion.

18. On January 29, 2020, the Court granted the motion to enforce and directed Respondent to comply with the subpoena in Disciplinary Docket No. 2019-D136 within 10 days.

19. Respondent refused to comply with the Court order even after March 18, 2020, when Disciplinary Counsel had a process server personally serve him with the Court order, the subpoena in Disciplinary Docket No. 2019-D136, and other documents.

20. As of the date of these charges, Respondent still has not complied with the Court order of January 29, 2020. He has not provided the client file or the financial records as directed by the subpoena.

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

- a. Rule 1.3(a), in that Respondent failed to represent his client zealously and diligently;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of his client through reasonably available means;
- c. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing his client;
- d. Rules 1.4(a) and (b), in that Respondent failed to keep his client reasonably informed about the status of his matter and promptly comply with reasonable requests for information; and he failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- e. Rule 1.15(a) and (e), in that Respondent failed to hold and safekeep advances of unearned fees that were in his possession, but instead intentionally misappropriated his client's funds;
- f. Rule 1.16(d), in that when the representation was terminated, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests, including surrendering papers and property to which the client is entitled, and refunding the advance payment of fees that he had not earned;

- g. Rule 8.1(a), in that Respondent knowingly made false statements of fact in connection with a disciplinary matter;
- h. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information from a disciplinary authority;
- i. Rule 8.4(c), in that Respondent engaged in conduct involving deceit, misrepresentation, and dishonesty;
- j. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and
- k. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with an order of the Court.

COUNT TWO - DDN 2019-D152

22. On or about December 2015, Joshua Browne retained Respondent to petition for an upgrade of his discharge from the United States Marine Corps.

23. Respondent provided Mr. Browne a fee agreement that provided he would charge him a “flat fee” of \$4,875 to “investigate the circumstances and provide written application and petition to the Board of Correction Military Records (BCMR) to correct military record and discharge.”

24. Respondent represented in his fee agreement that he would deposit the fees into his attorney trust account and transfer the funds to his operating account as work was performed at the rate of \$350/hour for Respondent’s time, and \$100/hour for his assistant’s time.

25. On December 30, 2015, Mr. Browne paid Respondent \$4,875 with his debit card.

26. Although Respondent said he would deposit the advance fee in his trust account, there were no deposits in his trust account for \$4,875 in late December 2015, or anytime in January 2016.

27. Over the next couple of years, Mr. Browne made multiple attempts to contact Respondent. On those occasions when Respondent or his staff responded, they did not provide Mr. Browne any substantive information. Instead, they told him that his file was on Respondent's desk, Respondent was busy with other matters, or they had confused his matter with that of another client with the same name.

28. In January 2019, Mr. Browne asked Respondent to return the fees he had paid since Respondent had taken no action in his matter. Respondent initially responded by saying he would work on Mr. Browne's matter, but Mr. Browne did not hear back from Respondent.

29. In February 2019, Mr. Browne again asked Respondent to refund the \$4,875 he paid, minus any amount that Respondent could itemize he had earned. Respondent claimed he would send Mr. Browne a draft petition. Respondent failed to do so.

30. In April 2019, Mr. Browne filed a disciplinary complaint against Respondent and again asked for a refund of the fees he had paid him.

31. Respondent responded to the complaint by attaching a purported

invoice for his time in Mr. Browne's matter. Respondent had never provided any invoices to Mr. Browne, as Respondent falsely claimed he had.

32. Respondent falsely claimed in his response that he had met with Mr. Browne to discuss the petition, and included time entries for services he had not performed, including spending hours working on the petition in late 2017. He also attached a brief to the Board for Correction of Naval Records and falsely claimed that he had sent it to Mr. Browne in December 2018 for filing.

33. Respondent never sent Mr. Browne a petition or brief in December 2018, or in the months that followed. Mr. Browne first saw the brief when he received a copy of Respondent's response to his disciplinary complaint which attached the petition and other documents.

34. In November 2019, Disciplinary Counsel sent Respondent a further request for information and a subpoena *duces tecum* for the client file and his financial records showing his handling of the fees that Mr. Browne advanced.

35. Respondent failed to respond to the letter. Respondent also failed to comply with the subpoena after requesting and receiving an extension of time to do so.

36. In December 2019, Disciplinary Counsel sent Respondent follow-up letters and emails asking him to respond to the inquiries and comply with the subpoena. Respondent again failed to respond to the inquiries and did not provide any documents in response to the subpoena.

37. On January 13, 2020, Disciplinary Counsel filed a motion with the Court to enforce the subpoena *duces tecum* for Mr. Browne's client file and Respondent's financial records relating to the funds he received from Mr. Browne. Respondent did not respond to the motion.

38. On January 29, 2020, the Court granted the motion to enforce and directed Respondent to comply with the subpoena in Disciplinary Docket No. 2019-D152 within 10 days.

39. Respondent refused to comply with the Court order even after March 18, 2020, when Disciplinary Counsel had a process server personally serve with the Court order, the subpoena in Disciplinary Docket No. 2019-D152, and other documents.

40. As of the date of these charges, Respondent still has not complied with the Court order of January 29, 2020. He has not provided the client file or the financial records as directed by the subpoena.

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

- a. Rule 1.3(a), in that Respondent failed to represent his client zealously and diligently;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of his client through reasonably available means;
- c. Rule 1.3(c), in that Respondent failed to act with reasonable promptness

in representing his client;

- d. Rules 1.4(a) and (b), in that Respondent failed to keep his client reasonably informed about the status of his matter and promptly comply with reasonable requests for information; and he failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- e. Rule 1.15(a) and (e), in that Respondent failed to hold and safekeep advances of unearned fees that were in his possession, but instead intentionally misappropriated his client's funds;
- f. Rule 1.16(d), in that when the representation was terminated, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests, including surrendering papers and property to which the client is entitled, and refunding the advance payment of fees that he had not earned;
- g. Rule 8.1(a), in that Respondent knowingly made false statements of fact in connection with a disciplinary matter;
- h. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information from a disciplinary authority;
- i. Rule 8.4(c), in that Respondent engaged in conduct involving deceit, misrepresentation, and dishonesty;
- j. Rule 8.4(d), in that Respondent engaged in conduct that seriously

interfered with the administration of justice; and

- k. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with an order of the Court.

COUNT THREE – DDN 2019-D158

42. In July 2015, Jon Morton retained Respondent to appeal his discharge from the Marine Corps to the Board of Correction of Military Records.

43. Respondent provided Mr. Morton a fee agreement that provided he would charge him a “flat fee” of \$4,500 “[t]o investigate the circumstances and provide written application and petition to the Board of Correction of Military Records (BCMR) to correct military request for re-consideration to the U.S. Navy for Administrative Separation.”

44. Respondent represented in his fee agreement that he would deposit the fees into his attorney trust account and transfer the funds to his operating account as work was performed at the rate of \$350/hour for Respondent’s time, and \$100/hour for his assistant’s time.

45. Mr. Morton paid Respondent \$3,575 with a debit card on July 31, 2015.

46. Although Respondent said he would deposit the advance fee in his trust account, there were no deposits in his trust account for \$3,575 in late July or in August 2015.

47. Mr. Morton had difficulty communicating with Respondent after paying him the advance fee. Respondent did not answer his calls or respond to Mr.

Morton's messages and emails.

48. For more than four years Respondent failed to take any action to pursue Mr. Morton's actions.

49. In June 2019, Mr. Morton filed a disciplinary complaint against Respondent and asked for a refund of the fees he had paid him.

50. Respondent responded to the complaint by attaching a purported invoice for his time for Mr. Morton's time. Respondent had never provided any invoice to Mr. Morton during the representation.

51. Respondent also provided Disciplinary Counsel a purported draft petition for Mr. Morton to file with a cover letter that Respondent dated September 30, 2018, claiming his total legal fees were \$5,900 and he was writing-off \$2,325 in fees. Respondent had not sent Mr. Morton the letter or the petition on September 30, 2018, or anytime thereafter. Respondent first produced the documents in July 2019, in response to Mr. Morton's disciplinary complaint.

52. The invoice that Respondent produced for the first time in July 2019, reflected that there were significant lapses in time between Respondent's alleged activities in Mr. Morton's matter. For example, Respondent did not record any time between August 2015 and July 2016, and again between July 2016 and May 2017. There were other substantial breaks in Respondent's alleged activity in Mr. Morton's matter in and after July 2017.

53. In November 2019, Disciplinary Counsel sent Respondent a further

request for information and a subpoena *duces tecum* for the client file and his financial records showing his handling of the fees that Mr. Morton advanced.

54. Respondent failed to respond to the letter. Respondent also failed to comply with the subpoena after requesting and receiving an extension of time to do so.

55. In December 2019, Disciplinary Counsel sent Respondent follow-up letters and emails asking him to respond to the inquiries and comply with the subpoena. Respondent again failed to respond to the inquiries and did not provide any documents in response to the subpoena.

56. On January 13, 2020, Disciplinary Counsel filed a motion with the Court to enforce the subpoena *duces tecum* for Mr. Morton's client file and Respondent's financial records relating to the funds he received from Mr. Morton. Respondent did not respond to the motion.

57. On January 29, 2020, the Court granted the motion to enforce and directed Respondent to comply with the subpoena in Disciplinary Docket No. 2019-D158 within 10 days.

58. Respondent refused to comply with the Court order even after March 18, 2020, when Disciplinary Counsel had a process server personally serve with the Court order, the subpoena in Disciplinary Docket No. 2019-D158, and other documents.

59. As of the date of these charges, Respondent still has not complied with

the Court order of January 29, 2020. He has not provided the client file or the financial records as directed by the subpoena.

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

- a. Rule 1.3(a), in that Respondent failed to represent his client zealously and diligently;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of his client through reasonably available means;
- c. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing his client;
- d. Rules 1.4(a) and (b), in that Respondent failed to keep his client reasonably informed about the status of his matter and promptly comply with reasonable requests for information; and he failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- e. Rule 8.1(a), in that Respondent knowingly made a false statement of fact in connection with a disciplinary matter;
- f. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information from a disciplinary authority;
- g. Rule 8.4(c), in that Respondent engaged in conduct involving deceit, misrepresentation, and dishonesty;

- h. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and
- i. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with an order of the Court.

COUNT FOUR – DDN 2019-D315

61. In August 2018, John Curran retained Respondent to appeal his discharge from the U.S. Navy to the Board of Correction of Naval Records.

62. Respondent provided Mr. Curran a fee agreement that provided he would charge Mr. Curran a “flat fee” of \$3,600 “[t]o investigate the circumstances and provide written request for re-consideration to the U.S. Navy for Administrative Separation.”

63. Respondent represented in his fee agreement that he would deposit the fees into his attorney trust account and transfer the funds to his operating account as work was performed at the rate of \$350/hour for Respondent’s time, and \$100/hour for his assistant’s time.

64. Respondent told Mr. Curran that if he paid \$2,400 within 24 hours, the legal fee would be discounted by one-third.

65. Mr. Curran paid Respondent \$2,400 by credit card on August 15, 2018.

66. On August 17, 2018, the credit card payment of \$2,400 was credited to the D.C. IOLTA or trust account that Respondent maintained at Bank of America under the name “The Law Center,” account no. 1807.

67. Without seeking or obtaining Mr. Curran's consent and without having done the work that Mr. Curran retained him to do, Respondent withdrew all or almost all of Mr. Curran's funds from the trust account within a few days. By August 21, 2018, the balance in the trust account was \$25.

68. After August 2018, Mr. Curran had difficulty communicating with Respondent. Respondent did not meet with Mr. Curran again until December 2018.

69. At their meeting in December 2018, Mr. Curran discussed with Respondent not only his discharge matter, but a debt collection matter.

70. In February 2019, Respondent told Mr. Curran he would represent him in the second matter (the debt collection) for a fee of \$1,200.

71. Mr. Curran paid Respondent an additional \$1,200 by credit card on February 16, 2019.

72. On February 19, 2019, the credit card payment of \$1,200 was credited to Respondent's trust account.

73. Without seeking or obtaining Mr. Curran's consent and without having done the work Mr. Curran retained him to do, Respondent withdrew all or almost all of Mr. Curran's funds from the trust account within a couple of weeks. By March 6, 2019, the balance in the trust account had fallen to \$508, and by March 22, 2019, the balance was \$254.

74. Mr. Curran asked Respondent and his office to provide him a fee agreement for the second matter, but Respondent failed to do so. Respondent's firm,

however, acknowledged receipt of Mr. Curran's payment of \$1,200.

75. After February 2019, Mr. Curran called and emailed Respondent's office on numerous occasions asking for information about his matters. Respondent would not take or return his calls. Respondent's staff did not provide Mr. Curran any substantive information about his matter, but assured Mr. Curran that Respondent would contact him. Respondent failed to do so.

76. In July 2019, Mr. Curran sent a letter to Respondent describing his unsuccessful efforts to communicate with him to learn what, if any, work Respondent had done to pursue his matters.

77. Respondent called Mr. Curran after receiving his letter and promised to send him some documents to review and sign. Respondent never did.

78. In August 2019, Mr. Curran wrote to Respondent again complaining about the lack of communication. Mr. Curran discharged Respondent and asked him to return his original documents and refund the funds he had not earned.

79. Respondent failed to respond.

80. In August 2019, Mr. Curran filed a complaint against Respondent with the Virginia State Bar. Because Respondent was not licensed to practice in Virginia, the VSB declined to take any action and referred the matter to D.C. Disciplinary Counsel.

81. In October 2019, Mr. Curran filed a complaint against Respondent with Disciplinary Counsel.

82. On January 22, 2020, Disciplinary Counsel sent Respondent copies of Mr. Curran's complaint by letter and email and asked Respondent to respond to the allegations in the complaint. Respondent did not respond by the deadline or seek additional time to do so.

83. On February 5, 2020, Disciplinary Counsel sent Respondent another letter asking him to respond to the allegations in Mr. Curran's complaint and served him with a subpoena *duces tecum* for the client file and Respondent's financial records. Disciplinary Counsel also emailed the documents and subpoena to Respondent with a further request to respond to the complaint and comply with the subpoena.

84. Respondent did not respond to Disciplinary Counsel's letter or provide any documents in response to the subpoena.

85. On February 25, 2020, Disciplinary Counsel filed a motion with the Board asking it to order Respondent to respond to the allegations in the complaint. Respondent did not respond to the motion.

86. Disciplinary Counsel also filed a motion with the Court to enforce the subpoena *duces tecum* for Mr. Curran's client file and Respondent's financial records relating to the funds he received from Mr. Curran. Respondent did not respond to the motion.

87. On March 11, 2020, the Court granted the motion to enforce and directed Respondent to comply with the subpoena in Disciplinary Docket No. 2019-

D315. The Court mailed a copy of its order to Respondent.

88. On March 13, 2020, the Board issued an order directing Respondent to provide a response to Disciplinary Counsel's written inquiry in Disciplinary Docket No. 2019-D315 within 10 days. The Board Office mailed and emailed the Board order to Respondent.

89. On March 18, 2020, a process server personally served Respondent with the Court and Board orders, as well as Mr. Curran's complaint, Disciplinary Counsel's letters, and the subpoena *duces tecum*.

90. Respondent requested an extension until March 30, 2020, to respond, which Disciplinary Counsel said it would grant, but asked Respondent in the interim to provide the name of his bank and the account into which he deposited the client payments.

91. Respondent failed to provide information about his bank.

92. As of the date of these charges, Respondent has not provided a response to Mr. Curran's complaint

93. Respondent also has not complied with the Court order. As of the date of these charges, Respondent has not provided the client file or the financial records as directed by the subpoena.

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

a. Rule 1.3(a), in the Respondent failed to represent his client zealously

and diligently;

- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of his client through reasonably available means;
- c. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing his client;
- d. Rules 1.4(a) and (b), in that Respondent failed to keep his client reasonably informed about the status of his matter and promptly comply with reasonable requests for information; and he failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- e. Rule 1.5(b), in that Respondent failed to communicate, in writing, the basis or rate of the fee, the scope of the representation, and the expenses for which the client would be responsible;
- f. Rule 1.15(a) and (e), in that Respondent failed to hold and safekeep advances of unearned fees that were in his possession, but instead intentionally misappropriated his client's funds;
- g. Rule 1.16(d), in that when the representation terminated, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests, including surrendering papers and property to which the client is entitled, and refunding the advance payment of fees that he had not earned;

- h. Rule 8.1(b), in that in the disciplinary matter, Respondent knowingly failed to respond reasonably to a lawful demand for information from a disciplinary authority;
- i. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and
- j. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with orders of the Court and Board.

COUNT FIVE – DDN 2020-D009

95. In 2018, Joseph Hoffler hired Respondent to represent him in a contested proceeding before the Air Force Board.

96. Respondent provided Mr. Hoffler a fee agreement that provided he would charge Mr. Hoffler a “flat fee” of \$4,500 “[t]o investigate the circumstances and provide a written petition/request to the Air Force Board of Corrections of Military Records (AFBCMR) to correct military record and failure to promote.” According to Respondent’s fee agreement, Mr. Hoffler was to make an initial payment of \$500, and then pay \$250/month until the flat fee was paid in its entirety.

97. Respondent represented in his fee agreement that he would deposit the fees into his attorney trust account, and transfer the funds to his operating account as worked was performed at the rate of \$350/hour for Respondent’s time, and \$100/hour for his assistant’s time.

98. Respondent told Mr. Hoffler that if he paid \$500 before the end of

November 2018, he would discount the fee by one-third (or charge only \$3,000). Mr. Hoffler paid Respondent \$500 in late November 2018, and then made monthly payments with his debit card of \$250. Altogether Mr. Hoffler paid Respondent \$2,750.

99. The debit card payments that Mr. Hoffler made to Respondent were credited to Respondent's D.C. IOLTA or trust account at Bank of America under the name "The Law Center," account no. 1807.

100. Without seeking or obtaining Mr. Hoffler's consent and without having done the work Mr. Hoffler retained him to do, Respondent withdrew all or almost all of Mr. Hoffler's funds from the trust account within a matter of days after receiving them.

101. For example, within days of receiving the first payment of \$500, Respondent had a balance of only \$333 in his trust account, despite deposits of an additional \$4,750 after receiving Mr. Hoffler's initial payment.

102. Respondent also took the \$250 monthly payments that Mr. Hoffler made between January and the beginning of September 2019. The balance in Respondent's trust account was less than \$160 in January and February 2019, and by September 2019, after Mr. Hoffler had paid Respondent \$2,750, the balance in the trust account was less than \$100.

103. Mr. Hoffler called Respondent's office and left messages, and also sent emails to learn the status of his case. Respondent and his staff failed to return most

of his calls. On those occasions when Respondent's staff responded, they told Mr. Hoffler that Respondent was busy with business or personal matters and would get back to Mr. Hoffler. Respondent never did. On a few occasions, Respondent staff scheduled a future day and time for Mr. Hoffler to talk to Respondent. Respondent failed to participate in any of the scheduled calls.

104. Respondent and his staff failed to provide any substantive information in response to Mr. Hoffler's calls and emails.

105. Respondent did not perform the work that Mr. Hoffler paid him to do, and never provided Mr. Hoffler a petition or any paperwork to review.

106. In October 2019, Mr. Hoffler discharged Respondent and asked him to return his funds.

107. Respondent did not respond or refund any of the fees he was advanced.

108. In October 2019, Mr. Hoffer filed a complaint against Respondent with the Virginia State Bar. Because Respondent was not licensed to practice law in Virginia, the VSB told Mr. Hoffler it was dismissing his complaint and suggested he file a complaint in D.C.

109. In January 2020, the VSB notified Disciplinary Counsel of Mr. Hoffler's complaint and its reasons for dismissing it (*i.e.*, that Respondent was not a member of the Virginia Bar). In January 2020, Mr. Hoffler filed a complaint against Respondent with Disciplinary Counsel.

110. On January 22, 2020, Disciplinary Counsel sent a letter and email to

Respondent enclosing Mr. Hoffler's complaint and asking him to respond to the allegations in the complaint by February 3, 2020. Respondent did not respond by the deadline or seek additional time to do so.

111. On February 5, 2020, Disciplinary Counsel sent Respondent another letter asking him to respond to the complaint and served him with a subpoena *duces tecum* for the client file and Respondent's financial records. Disciplinary Counsel also emailed the documents and subpoena to Respondent with a further request to respond to the complaint and comply with the subpoena.

112. Respondent did not respond to Disciplinary Counsel's letter or provide any documents in response to the subpoena.

113. On February 25, 2020, Disciplinary Counsel filed a motion with the Board asking it to order Respondent to respond to the allegations in the complaint. Respondent did not respond to the motion.

114. Disciplinary Counsel also filed a motion with the Court to enforce the subpoena *duces tecum* for Mr. Hoffler's client file and Respondent's financial records relating to the funds he received from Mr. Hoffler. Respondent did not respond to the motion.

115. On March 11, 2020, the Court granted the motion to enforce and directed Respondent to comply with the subpoena in Disciplinary Docket No. 2020-D009. The Court mailed a copy of its order to Respondent.

116. On March 13, 2020, the Board issued an order directing Respondent to

provide a response to Disciplinary Counsel's written inquiry in Disciplinary Docket No. 2020-D009 within 10 days. The Board Office mailed and emailed the Board order to Respondent.

117. On March 18, 2020, a process server personally served Respondent with the Court and Board orders, as well as Mr. Hoffler's complaint, Disciplinary Counsel's letters, and the subpoena *duces tecum*.

118. Respondent requested an extension until March 30, 2020, to respond, which Disciplinary Counsel said it would grant, but asked Respondent in the interim to provide the name of his bank and the account into which he deposited the client payments.

119. Respondent failed to provide information about his bank.

120. As of the date of these charges, Respondent has not provided a response to Mr. Hoffler's complaint

121. Respondent also has not complied with the Court order. As of the date of these charges, Respondent has not provided the client file or the financial records as directed by the subpoena.

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

- a. Rule 1.3(a), in the Respondent failed to represent his client zealously and diligently;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful

objectives of his client through reasonably available means;

- c. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing his client;
- d. Rules 1.4(a) and (b), in that Respondent failed to keep his client reasonably informed about the status of his matter and promptly comply with reasonable requests for information; and he failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- e. Rule 1.15(a) and (e), in that Respondent failed to hold and safekeep advances of unearned fees that were in his possession, but instead intentionally misappropriated his client's funds;
- f. Rule 1.16(d), in that when the representation terminated, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests, including surrendering papers and property to which the client is entitled, and refunding the advance payment of fees that he had not earned;
- g. Rule 8.1(b), in that in connection with a Bar disciplinary matter, Respondent knowingly failed to respond reasonably to a lawful demand for information from a disciplinary authority;
- h. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and

- i. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with orders of the Court and Board.

COUNT SIX - DDN 2020-D087

123. In 2012, Terrance Ray hired Respondent to represent him in challenging the Army's decision to reduce his rank and pay.

124. After the initial appeal that Respondent filed was denied, Respondent told Mr. Ray that he would pursue other remedies and file a further appeal.

125. Mr. Ray called Respondent on numerous occasions to find out the status of his case. Respondent did not return most of his calls. On some occasions, Respondent's staff would schedule an appointment for Mr. Ray to talk to Respondent, but Respondent would then miss the appointment.

126. In early 2018, Mr. Ray asked Respondent for his file so that he could retain another lawyer to help him.

127. When Respondent did not return the file, Mr. Ray filed a complaint against him with the Virginia State Bar.

128. After the VSB notified Respondent of its investigation, Respondent agreed to file another appeal on behalf of Mr. Ray. The VSB dismissed its investigation in June 2019, noting that Respondent was not a member of the Virginia Bar.

129. In 2019, Respondent again stopped communicating with Mr. Ray. He did not return his calls or respond to his inquiries. Respondent also failed to pursue

Mr. Ray's claims or file an appeal, as he had agreed to do.

130. In April 2020, Mr. Ray filed a complaint against Respondent with Disciplinary Counsel.

131. On April 21, 2020, Disciplinary Counsel sent a letter and email to Respondent enclosing Mr. Ray's complaint and asking him to respond to the allegations in the complaint by May 1, 2020. Respondent did not respond by the deadline or seek additional time to do so.

132. On May 6, 2020, Disciplinary Counsel sent Respondent another letter asking him to respond to the complaint. Respondent did not respond by the deadline or seek additional time to do so.

133. On July 9, 2020, Disciplinary Counsel sent Respondent another letter asking him to respond to the complaint and enclosing a subpoena *duces tecum* directing Respondent to provide a copy of the client file and his related financial records. Disciplinary Counsel also emailed the documents and subpoena to Respondent with a further request to respond to the complaint and comply with the subpoena.

134. Respondent did not respond to Disciplinary Counsel's letter or provide any documents in response to the subpoena.

135. On July 27, 2020, Disciplinary Counsel filed a motion with the Court to enforce the subpoena *duces tecum* for Mr. Ray's client file and Respondent's financial records relating to the funds he received from Mr. Ray. Respondent did

not respond to the motion.

136. On September 18, 2020, the Court granted the motion to enforce and directed Respondent to comply with the subpoena in Disciplinary Docket No. 2020-D087.

137. The Court sent a copy of its order to Respondent by email and certified mail, and Disciplinary Counsel sent a copy of the order to Respondent by mail and email.

138. As of the date of these charges, Respondent has not provided a response to Mr. Ray's complaint

139. Respondent also failed to comply with the Court order. As of the date of these charges, Respondent has not provided the client file or the financial records as directed by the subpoena.

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

- a. Rule 1.3(a), in that Respondent failed to represent his client zealously and diligently;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of his client through reasonably available means;
- c. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing his client;
- d. Rules 1.4(a) and (b), in that Respondent failed to keep his client

reasonably informed about the status of his matter and promptly comply with reasonable requests for information; and he failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;

- e. Rule 1.16(d), in that when the representation terminated, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests, including surrendering papers and property to which the client is entitled;
- f. Rule 8.1(b), in that in connection with a disciplinary matter, Respondent knowingly failed to respond reasonably to a lawful demand for information from a disciplinary authority;
- g. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and
- h. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with a Court order.

COUNT SEVEN – DDN 2020-D119

141. In February 2020, Romel Velasco hired Respondent to file a petition with the military review boards to correct his military records and upgrade his discharge.

142. Respondent provided Mr. Velasco a fee agreement dated February 5, 2020, that provided he would charge Mr. Hoffler a “flat fee” of \$7,000 “[t]o

investigate the circumstances and provide a written petition/request to the Board of Corrections of Military Records (BCMR) or Discharge Review Board (DRB) to correct military record and discharge, and a written request to the Judge Advocate General (JAG) for review by the Court of Appeals of the Armed Forces (CAAF).”

143. Respondent’s fee agreement provided that if Mr. Velasco paid \$3,000 within five days of the consultation, he “will receive the 50% [discount] if he pays the remaining \$500 prior to the submission to the Board.”

144. Respondent did not seek and Mr. Velasco did not agree that Respondent could take the advance fees prior to performing the agreed-upon work.

145. On February 5, 2020, Mr. Velasco paid Respondent \$3,000 by credit card. Respondent’s firm provided Mr. Velasco a receipt for the payment.

146. On February 7, 2020, the credit card payment that Mr. Velasco made to Respondent was credited to Respondent’s D.C. IOLTA or trust account at Bank of America under the name “The Law Center,” account no. 1807.

147. Without seeking or obtaining Mr. Velasco’s consent and without having done the work Mr. Velasco retained him to do, Respondent withdrew all or almost all of Mr. Velasco’s funds from the trust account the same day as the deposit. By the end of the day on February 7, 2020, the balance in Respondent’s trust account was \$975. By March 2, 2020, the balance had fallen to \$715, and in May and June 2020, the balance was \$565.

148. In and after February 2020, Mr. Velasco called and sent text messages

to Respondent to learn the status of his matter. Respondent did not respond to Mr. Velasco's calls and texts and did not communicate with him.

149. On May 5, 2020, Mr. Velasco sent Respondent a text saying he would sue him for malpractice. Respondent responded by saying he would call Mr. Velasco on Thursday. Respondent did not call Mr. Velasco on Thursday, as he had agreed. Nor did Respondent initiate any communication with Mr. Velasco thereafter.

150. After waiting two weeks and having not heard from Respondent, Mr. Velasco left Respondent a voice mail saying that he would take legal action. Respondent responded by saying that he would call Mr. Velasco the following morning. Respondent never called.

151. On June 1, 2020, Mr. Velasco filed a disciplinary complaint against Respondent. In his complaint, Mr. Velasco sought a refund of the \$3,000 that he had paid as an advance fee.

152. On June 10, 2020 Disciplinary Counsel sent Respondent a letter enclosing Mr. Velasco's complaint and asking Respondent to respond to the allegations in the complaint. Disciplinary Counsel also enclosed a subpoena *duces tecum* directing Respondent to produce a copy of the client file and related financial records by June 24, 2020.

153. Respondent did not respond to the letter of inquiry or the subpoena by the due date, or request more time to do so.

154. Respondent, however, communicated with Mr. Velasco after June 10,

2020. Respondent told Mr. Velasco that he would prepare and send him a package to submit to the military review boards. In the weeks that followed, Respondent never provided Mr. Velasco the promised package.

155. On July 26, 2020, Respondent emailed Disciplinary Counsel claiming he had just received the letter and subpoena and other enclosures in Disciplinary Docket No. 2020-D119 that were sent to him by certified mail. He failed to acknowledge that he previously received the letter and subpoena with the other enclosures by regular mail and by email. Respondent claimed that Mr. Velasco would be withdrawing his complaint.

156. Disciplinary Counsel responded that Mr. Velasco had not sought to withdraw his complaint and even if he did, Disciplinary Counsel still would investigate the allegations. Disciplinary Counsel asked Respondent to provide a response to the allegations in the complaint and comply with the subpoena.

157. Respondent failed to submit a response or provide his client files and financial records.

158. On July 27, 2020, Disciplinary Counsel filed a motion with the Court to enforce the subpoena *duces tecum* for Mr. Velasco's client file and Respondent's financial records relating to the funds he received from Mr. Velasco. Respondent did not respond to the motion.

159. On September 18, 2020, the Court granted the motion to enforce and directed Respondent to comply with the subpoena in Disciplinary Docket No. 2020-

D119.

160. The Court sent a copy of its order to Respondent by email and certified mail, and Disciplinary Counsel sent a copy of the order to Respondent by mail and email.

161. As of the date of these charges, Respondent has not provided a response to Mr. Velasco's complaint

162. Respondent also has not complied with the Court order. As of the date of these charges, Respondent has not provided the client file or the financial records as directed by the subpoena.

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

- a. Rule 1.3(a), in that Respondent failed to represent his client zealously and diligently;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of his client through reasonably available means;
- c. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing his client;
- d. Rules 1.4(a) and (b), in that Respondent failed to keep his client reasonably informed about the status of his matter and promptly comply with reasonable requests for information; and he failed to explain a matter to the extent reasonably necessary to permit the client to make

informed decisions regarding the representation;

- e. Rule 1.15(a) and (e), in that Respondent failed to hold and safekeep advances of unearned fees that were in his possession, but instead intentionally misappropriated his client's funds;
- f. Rule 1.16(d), in that when the representation terminated, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests, including surrendering papers and property to which the client is entitled, and refunding the advance payment of fees that he had not earned;
- g. Rule 8.1(b), in that in connection with a Bar disciplinary matter, Respondent knowingly failed to respond reasonably to a lawful demand for information from a disciplinary authority;
- h. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and
- i. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with a Court order.

Respectfully submitted,



Hamilton P. Fox, III
Disciplinary Counsel



Julia Porter
Deputy Disciplinary Counsel

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Washington, D.C. 20001
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VERIFICATION

I verify under penalty of perjury that the foregoing is true and correct.

Executed on September 29th, 2020.



Julia L. Porter
Deputy Disciplinary Counsel

	:	
In the Matter of	:	
	:	
RICHARD MORRIS,	:	Disciplinary Docket Nos. 2019-D136,
	:	2019-D152, 2019-D158, 2019-D315,
Respondent	:	2020-D009, 2020-D087, and 2020-D119
	:	
A Suspended Member of the Bar	:	
of the D.C. Court of Appeals	:	
	:	
(Bar Registration No. 491646)	:	
	:	

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 March 7, 2005, as stated in 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.

OFFICE OF DISCIPLINARY COUNSEL

BY:



Hamilton P. Fox, III
Disciplinary Counsel

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