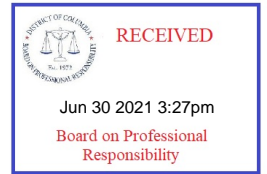


**DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY**



In the Matter of :
 :
 :
ROBERT P. WALDECK, :
 :
 : **Disciplinary Docket Nos. 2016-D066,**
 : **2017-D195, 2020-D041, 2020-D042,**
 : **2020-D057, 2020-D058, 2020-D124**
 :
Respondent. :
 :
A Member of the Bar of the District: :
of Columbia Court of Appeals :
 :
 :
(Bar Registration No. 494643) :
 :
 :

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 December 16, 2004, and assigned Bar number 494643.

The Rules and standards that Respondent has violated are as follows:

Count I – Waldeck/Disciplinary Counsel
Disciplinary Docket 2016-D066

2. Respondent maintained an IOLTA at Wells Fargo Bank, N.A. titled

“Robert P. Waldeck PLLC IOLTA Attorney Escrow Account” ending in #1051.

3. On January 11, 2016, Respondent overdrew his IOLTA account when he wrote check #1670 in the amount of \$192.50 made payable to his operating account, leaving a balance in the account of -\$150.04.

4. Wells Fargo reported the overdraft to Disciplinary Counsel.

5. Disciplinary Counsel opened an investigation and asked Respondent to explain the circumstances of the overdraft and provide his records for the funds in his trust account.

6. In response to Disciplinary Counsel, Respondent, by letter dated May 20, 2016, stated, “the discrepancy of \$150.54 occurred because a deficit in the account existed due to the fact that the firm’s credit card processor deducted fees incurred by the Firm for accepting credit card payments for retainer amounts from the trust account.”

7. Disciplinary Counsel issued a subpoena to Respondent for his records of funds deposited into the #1051 IOLTA account from April 2015 through April 2016.

8. In response to the subpoena, Respondent provided incomplete records that did not explain many of the deposits and withdrawals reflected in the bank records for his #1051 IOLTA account.

9. Respondent did not maintain a ledger that tracked all of the client funds

he had deposited and withdrawn from his trust account from April 2015 through April 2016.

10. The incomplete records Respondent provided showed that as of January 2016, Respondent represented the following four clients: Jacqueline Jacobs, Brenda Alexander, Houssain Naziri, and Monique Pettett. In each of the four cases, Respondent had charged a flat fee that he received in advance of providing legal services.

- a. Ms. Jacqueline Jacobs had retained Respondent on April 2, 2015 for representation in an employment matter and paid an advanced legal fee of \$9000.
- b. Ms. Brenda Alexander had retained Respondent on May 15, 2014, to represent her in an employment matter and paid an advanced legal fee of \$8500.
- c. Mr. Houssain Naziri retained Respondent on September 16, 2015, to represent him in an employment matter and paid an advanced legal fee of \$8,500.
- d. Ms. Monique Pettett had retained Respondent on May 4, 2015, to represent her in an employment matter and paid an advanced legal fee of \$8,500.

11. According to Respondent's records, at the time he overdrew the #1051

IOLTA account on January 11, 2016, he should have been holding in trust a total of \$3,571 for four clients.

- a. Respondent's Bill for Services and Expenses for Ms. Jacqueline Jacobs dated February 9, 2016, showed that as of January 11, 2016, Respondent should have had \$1,026.50 in trust for Ms. Jacobs.
- b. Respondent's Bill for Services and Expenses for Ms. Brenda Alexander dated January 11, 2016 showed that, as of January 11, 2016, Respondent should have had \$992.50 in trust for Ms. Alexander.
- c. Respondent's Bill for Services and Expenses for Mr. Houssain Naziri dated February 9, 2016, showed that as of January 11, 2016, Respondent should have had \$151.50 in trust for Mr. Naziri.
- d. Respondent's Bill for Services and Expenses for Ms. Monique Pettett dated June 27, 2016 showed that, as of January 11, 2016, Respondent should have had \$1,400.50 in trust for Ms. Pettett.

12. Reconciling Respondent's records with the Wells Fargo bank records showed that Respondent's #1051 IOLTA account had fallen below the amount he was required to hold in trust for his clients at least as early as November 1, 2015. On that day, Respondent should have been holding in trust a total of \$11,218.50 for five clients, but his IOLTA balance was only \$6,288.96:

- a. Mr. James Reives had retained Respondent in March 2014 for representation in an employment matter and paid an advanced legal fee of \$8500. Respondent's Bill for Services and Expenses for Mr. Reives dated December 1, 2015, showed that as of November 1, 2015, Respondent should have had \$3,880 in trust for Mr. Reives.
- b. Respondent's Bill for Services and Expenses for Ms. Jacqueline Jacobs dated December 7, 2015, showed that as of November 1, 2015, Respondent should have had \$1,026.50 in trust for Ms. Jacobs.
- c. Respondent's Bill for Services and Expenses for Ms. Brenda Alexander dated January 11, 2016 showed that, as of November 1, 2015, Respondent should have had \$1,515 in trust for Ms. Alexander.
- d. Respondent's Bill for Services and Expenses for Mr. Houssain Naziri dated December 1, 2015 showed that as of November 1, 2015, Respondent should have had \$3,396.50 in trust for Mr. Naziri.
- e. Respondent's Bill for Services and Expenses for Ms. Monique Pettett dated December 1, 2015 showed that, as of November 1, 2015, Respondent should have had \$1,400.50 in trust for Ms. Pettett.

13. Respondent made false statements to his clients in his billing statements. For example:

- a. The billing statement for Mr. Reives dated December 1, 2015, falsely

stated that the total amount remaining in trust for Mr. Reives was \$3,385. The balance in Respondent's IOLTA account on December 1, 2015, was \$2852.96.

- b. The billing statement for Mr. Reives dated December 7, 2015, falsely stated that the total amount remaining in trust for Mr. Reives was \$2,895. The balance in Respondent's IOLTA account on December 7, 2015, was \$1044.96.
- c. The billing statement for Ms. Alexander dated January 11, 2016, falsely stated that the total amount remaining in trust for Ms. Alexander was \$1322.50. The balance in Respondent's IOLTA account on January 11, 2016, was *negative* \$150.04.

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

- a. Rule 1.15(a), in that Respondent recklessly or intentionally misappropriated the client funds;
- b. Rule 1.15(a), in that Respondent failed to maintain complete records of entrusted funds;
- c. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty;

Count II – Waldeck/Kelly
Disciplinary Docket 2017-D195

15. Respondent maintained an operating account at Wells Fargo Bank, N.A. titled "Robert P. Waldeck PLLC" ending in 1019.

16. On April 24, 2017, Timothy Kelly retained Respondent to represent him in a wrongful termination matter. Respondent was to appeal Mr. Kelly's removal from federal service to the Merit Systems Protection Board. The fee for the representation was a flat fee of \$5,000.

17. Mr. Kelly met with Respondent on that day and discussed the representation and reviewed certain documents pertaining to Mr. Kelly's claims.

18. On that same day, Mr. Kelly made a partial payment to Respondent in the amount of \$2,500 by credit card. The advanced fee was deposited directly into Respondent's operating account.

19. The next day, on April 25, 2017, Mr. Kelly terminated the representation and requested a refund.

20. Respondent billed Mr. Kelly \$465.00 for the time spent working on his matter.

21. On April 26, 2017, Respondent issued Mr. Kelly a check (#1600) drawn on his operating account made payable to Mr. Timothy Kelly in the amount of \$2,035.00.

22. Mr. Kelly attempted to negotiate the check Respondent gave him, but it was rejected by the bank.

23. Mr. Kelly then contacted his credit card company to dispute Respondent's fee. On May 3, 2017, Mr. Kelly's credit card company reversed the \$2,500 legal fee paid to Respondent and removed it from his operating account.

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

- d. Rule 1.15(a) & 1.15(b) in that Respondent failed to safekeep and hold property of clients or third persons that was in his possession in connection with a representation separate from his own funds (commingling), and Respondent failed to place IOLTA-eligible funds in an approved IOLTA account; and
- e. Rule 1.15(e) in that Respondent failed to treat advanced, unearned fees as property of the client and Respondent failed to obtain informed consent from the client to a different arrangement.

Count III – Waldeck/Edwards
Disciplinary Docket 2020-D041

25. Erica Edwards hired Respondent to represent her in an employment matter. Ms. Edwards paid Respondent \$5,000 for the representation.

26. In August 2019, Respondent stopped communicating with Ms. Edwards. Respondent has not responded to any of her calls, emails, or text messages since that date.

27. On February 4, 2020, Ms. Edwards filed a complaint with Disciplinary

Counsel.

28. On February 11, 2020, Disciplinary Counsel mailed and emailed a copy of Ms. Edwards' complaint to Respondent. Disciplinary Counsel asked Respondent to provide a response by February 21, 2020. Respondent did not respond to the complaint.

29. On April 20, 2020, Disciplinary Counsel emailed Respondent a copy of Ms. Edwards' complaint and asked that he provide a response by April 30, 2020. Respondent did not respond to the complaint.

30. On August 19, 2020, Disciplinary Counsel sent Respondent another letter with a copy of Ms. Edwards' complaint via certified mail no. 9414726699042144508676. The letter was delivered on August 24, 2020. Disciplinary Counsel asked that Respondent provide a response by August 31, 2020. Respondent did not respond to the complaint.

31. As of the date of the filing of this Specification of Charges, Respondent has not responded to any of Disciplinary Counsel's inquiries regarding Ms. Edwards' complaint.

32. Respondent never gave Ms. Edwards her file and he never provided any accounting showing he had earned the advanced fees Ms. Edwards paid.

33. 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 a client zealously and diligently within the bounds of the law;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of a client through reasonably available means permitted by law and the disciplinary rules;
- c. Rule 1.3(b)(2), in that Respondent intentionally prejudiced or damaged a client during the course of the professional relationship;
- d. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing a client;
- e. Rule 1.4(a), in that Respondent failed to keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information;
- f. Rule 1.16(d), in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to protect a client's interests, including accounting for and returning unearned fees;
- g. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

Count IV – Waldeck/Hautamaki
Disciplinary Docket 2020-D042

34. On or about May 21, 2019, Jared Hautamaki hired Respondent to

represent him in an employment matter involving two EEOC cases. Mr. Hautamaki agreed to pay Respondent a hybrid fee for the representation consisting of a \$3,500 retainer plus a 30% contingency fee. Mr. Hautamaki paid the \$3,500 retainer on May 21, 2019.

35. Respondent did not give Mr. Hautamaki a fee agreement in writing.

36. On January 15, 2020, Mr. Hautamaki sent an email to Mr. Waldeck in which he terminated the representation and asked Respondent to turn over his client file. Respondent did not turn over the client file.

37. On January 20, 2020, Mr. Hautamaki sent another email to Respondent asking for the client file. Respondent did not turn over the client file.

38. On January 25, 2020, Mr. Hautamaki sent another email to Respondent asking for the client file. Respondent did not turn over the client file.

39. On February 6, 2020, Mr. Hautamaki filed a complaint with Disciplinary Counsel.

40. On February 11, 2020, Disciplinary Counsel mailed and emailed a copy of Mr. Hautamaki's complaint to Respondent. Disciplinary Counsel asked Respondent to provide a response by February 21, 2020. Respondent did not respond to the complaint or request additional time to do so.

41. On April 20, 2020, Disciplinary Counsel emailed Respondent a copy of Mr. Hautamaki's complaint and asked that he provide a response by April 30, 2020.

Respondent did not respond to the complaint or request additional time to do so.

42. On August 19, 2020, Disciplinary Counsel sent Respondent another letter with a copy of Mr. Hautamaki's complaint via certified mail no. 9414726699042144508669. The letter was delivered on August 27, 2020. Disciplinary Counsel asked that Respondent provide a response by August 31, 2020. Respondent did not respond to the complaint or request additional time to do so.

43. As of the date of the filing of this Specification of Charges, Respondent has not responded to any of Disciplinary Counsel's inquiries regarding Mr. Hautamaki's complaint.

44. Respondent never responded to Mr. Hautamaki's requests for his file and he never provided any accounting showing he had earned the fee Mr. Hautamaki paid.

45. 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 a client zealously and diligently within the bounds of the law;
- b. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing a client;
- c. Rule 1.5(b), in that Respondent failed to provide a written fee agreement to the client;

- d. Rule 1.16(d), in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to protect a client's interests, including accounting for and returning unearned fees;
- e. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

Count IV – Waldeck/Drayson
Disciplinary Docket 2020-D057

46. On August 27, 2019, Shawn Drayson hired Respondent to represent him in an employment matter. Respondent agreed to negotiate a settlement of Mr. Drayson's Postal Service EEO matter as well as file for disability retirement. Mr. Drayson paid Respondent an advanced flat fee \$5,000 for the representation.

47. On August 27, 2019 Respondent notified the USPS attorney, John C. Lowrie, Esquire, that he had taken over Mr. Drayson's case.

48. Thereafter, Respondent did not file anything with the USPS or otherwise take action to move Mr. Drayson's USPS EEO case forward.

49. Throughout the representation, Mr. Drayson had difficulty communicating with Respondent. Respondent did not consistently return phone calls, answer requests for information, or provide status updates.

50. Respondent also had minimal communication with the USPS. The lack of communication caused Mr. Lowrie to send Respondent an email on January 24,

2020 asking whether Respondent was still representing Mr. Drayson. Respondent never responded to Mr. Lowrie's email.

51. Respondent did not file for Mr. Drayson's disability retirement.

52. On February 18, 2020, after Respondent had repeatedly failed to respond to Mr. Drayson's communications and had failed to advance the case, Mr. Drayson filed a complaint with the office of Disciplinary Counsel.

53. On March 2, 2020, Disciplinary Counsel mailed a copy of Mr. Drayson's complaint to Respondent. Disciplinary Counsel asked Respondent to provide a response by March 12, 2020. Respondent did not respond to the complaint.

54. On April 20, 2020, Disciplinary Counsel emailed Respondent a copy of Mr. Drayson's complaint and asked that he provide a response by April 30, 2020. Respondent did not respond to the complaint or request additional time to do so.

55. On August 19, 2020, Disciplinary Counsel sent Respondent another letter with a copy of Mr. Drayson's complaint via certified mail no. 9414 7266 9904 2144 5086 52. The letter was delivered on August 24, 2020. Disciplinary Counsel asked that Respondent provide a response by August 31, 2020. Respondent did not respond to the complaint or request additional time to do so.

56. As of the date of the filing of this Specification of Charges, Respondent had not responded to any of Disciplinary Counsel's inquiries regarding Mr. Drayson's complaint.

57. Respondent never gave Mr. Drayson his file and he never provided any accounting showing he had earned the advanced fees Mr. Drayson paid.

58. Mr. Drayson filed a request for fee arbitration with the Attorney Client Arbitration Board (ACAB). ACAB issued a decision requiring Respondent to refund the \$5,000 Mr. Drayson had paid. As of the date of the filing of this Specification of Charges, Respondent had not refunded any portion of the \$5000 fee.

59. 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 a client zealously and diligently within the bounds of the law;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of a client through reasonably available means permitted by law and the disciplinary rules;
- c. Rule 1.3(b)(2), in that Respondent intentionally prejudiced or damaged a client during the course of the professional relationship;
- d. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing a client;
- e. Rule 1.4(a), in that Respondent failed to keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information;

- f. Rule 1.16(d), in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to protect a client's interests, including accounting for and returning unearned fees;
- g. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

COUNT V – Waldeck/Coughlin
Disciplinary Docket 2020-D058

60. On September 27, 2019, Thomas Coughlin, Esquire hired Respondent to represent him in an employment matter in the Superior Court of the District of Columbia styled *Thomas Coughlin v. District of Columbia Retirement Board*, 2019 CA 003733 P(MPA). Mr. Coughlin paid Respondent a \$5,000 advanced fee for the representation.

61. Mr. Coughlin had filed the case *pro se* on June 5, 2019, appealing a decision of the District of Columbia Retirement Board. At the time Respondent was hired, Mr. Coughlin faced an approaching deadline for his initial brief which was due on October 4, 2019.

62. On October 2, 2019, Respondent filed a notice of appearance and moved for an extension of time to file Mr. Coughlin's initial brief. The Court granted the extension.

63. Shortly thereafter, Respondent told Mr. Coughlin that he had filed

incorrect paperwork when he was *pro se*. Respondent advised Mr. Coughlin that the best course of action would be to file a voluntary dismissal of the case and then re-file it with the correct paperwork.

64. On October 16, 2019, Respondent filed a Praecipe Notice of Voluntary Dismissal, and on October 21, 2019 the Court dismissed the case.

65. In mid-November, Mr. Coughlin asked Respondent for a status update on the re-filing of the case. Respondent told Mr. Coughlin that he still had several months to file and that he was working on it.

66. On December 5, 2019, Respondent told Mr. Coughlin that he was still working on the case and that he would be filing it the following week.

67. On December 16, 2019, Respondent asked Mr. Coughlin if he could have until after the Christmas holiday to re-file the case.

68. After December 16, 2019, Respondent stopped communicating with Mr. Coughlin.

69. Respondent did not re-file Mr. Coughlin's case, or do any other work to advance Mr. Coughlin's interests.

70. On February 20, 2020, Mr. Coughlin filed a complaint with Disciplinary Counsel.

71. On March 2, 2020, Disciplinary Counsel mailed a copy of Mr. Coughlin's complaint to Respondent. Disciplinary Counsel asked Respondent to

provide a response by March 12, 2020. Respondent did not respond to the complaint.

72. On April 20, 2020, Disciplinary Counsel emailed Respondent a copy of Mr. Coughlin's complaint and asked that he provide a response by April 30, 2020. Respondent did not respond to the complaint or request additional time to do so.

73. On August 19, 2020, Disciplinary Counsel sent Respondent another letter with a copy of Mr. Coughlin's complaint via certified mail no. 9414 7266 9904 2144 5086 45. The letter was delivered on August 24, 2020. Disciplinary Counsel asked that Respondent provide a response by August 31, 2020. Respondent did not respond to the complaint or request additional time to do so.

74. As of the date of the filing of this Specification of Charges, Respondent has not responded to any of Disciplinary Counsel's inquiries regarding Mr. Coughlin's complaint.

75. Respondent never gave Mr. Coughlin his file.

76. Respondent never gave Mr. Coughlin an accounting showing he had earned the advanced fees Mr. Coughlin paid and Respondent did not refund any of the fee.

77. 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 a client zealously and diligently within the bounds of the law;

- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of a client through reasonably available means permitted by law and the disciplinary rules;
- c. Rule 1.3(b)(2), in that Respondent intentionally prejudiced or damaged a client during the course of the professional relationship;
- d. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing a client;
- e. Rule 1.4(a), in that Respondent failed to keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information;
- f. Rule 1.16(d), in that in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to protect a client's interests, including accounting for and returning unearned fees;
- g. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

COUNT VI – Waldeck/Barial
Disciplinary Docket 2020-D124

78. On October 31, 2018, Vivian Barial retained Respondent to represent her in an employment matter. Ms. Barial paid Respondent a total of \$12,500.

79. After October 30, 2019, Respondent stopped communicating with Ms.

Barial.

80. On January 28, 2020, the Department of Veteran's Affairs Office of Employment Discrimination Complaint Adjudication issued a Final Agency Decision (FAD) in Ms. Barial's case. Ms. Barial received the decision on January 31, 2020.

81. After receiving the FAD, Ms. Barial immediately began calling and texting Respondent to inquire about the next steps in her case. Respondent did not answer any of Ms. Barial's calls or texts.

82. Ms. Barial had 30 days to file an appeal to the Merit System's Protection Board (MSPB). Respondent did not communicate with Ms. Barial about filing an appeal or protect her interests by filing an appeal.

83. Ms. Barial was forced to hire another attorney to proceed with her case.

84. In June 2020, Ms. Barial filed a complaint with Disciplinary Counsel.

85. On August 19, 2020, Disciplinary Counsel sent Respondent a letter with a copy of Ms. Barial's complaint via certified mail no. 9414 7266 9904 2144 5086 38. The letter was delivered on August 24, 2020. Disciplinary Counsel asked that Respondent provide a response by August 31, 2020. Respondent did not respond to the complaint or request additional time to do so.

86. As of the date of the filing of this Specification of Charges, Respondent has not responded to any of Disciplinary Counsel's inquiries regarding Ms. Barial's

complaint.

87. Respondent never gave Ms. Barial an accounting showing he had earned the fees Ms. Barial paid and Respondent did not refund any of the fee.

88. 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 a client zealously and diligently within the bounds of the law;
- b. Rule 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of a client through reasonably available means permitted by law and the disciplinary rules;
- c. Rule 1.3(b)(2), in that Respondent intentionally prejudiced or damaged a client during the course of the professional relationship;
- d. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing a client;
- e. Rule 1.4(a), in that Respondent failed to keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information;
- f. Rule 1.16(d), in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to protect a client's interests, and failed to

return unearned fees;

- g. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

Respectfully submitted,

/s/

Hamilton P. Fox, III
Disciplinary Counsel

/s/

Jelani C. Lowery
Assistant Disciplinary Counsel

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

VERIFICATION

I do affirm that I verily believe the facts stated in the Specification of Charges to be true.

/s/

Jelani Lowery
Assistant Disciplinary Counsel

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



In the Matter of

ROBERT P. WALDECK, ESQUIRE

Respondent

Bar Registration No. 494643

Date of Admission: December 16, 2004

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: **Disciplinary Docket Nos. 2016-
D066, 2017-D195, 2020-D041,
2020-D042, 2020-D057, 2020-
D058, 2020-D124**
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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.

Office of Disciplinary Counsel

/s/

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Fax: (202) 638-0862