

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

In the Matter of

Monique Daniel Pressley, Esq.

Respondent,

**A Member of the Bar of the
District of Columbia Court of Appeals.
Bar Number: 464432
Date of Admission: September 9, 1999**

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**Bar Docket No. 2015-D265
Disciplinary Docket No. 2016-D368**

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).

1. 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 Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on September 9, 1999, and assigned Bar number 464432.

2. At all times herein, Respondent was the principal of The Pressley Firm, PLLC located in Washington, D.C.

COUNT ONE – BILLY GREER

3. On November 1, 2013, Billy Greer, through counsel, filed suit against the University of the District of Columbia ("UDC") in the United States District Court for the District of Columbia, asserting claims of race, sex and age discrimination and retaliation under Title VII of the

Civil Rights Act.

4. On April 14, 2014, UDC moved to dismiss Mr. Greer's complaint. UDC argued, among other things, that the complaint failed to allege facts that would establish the elements of discrimination and retaliation. With respect to the discrimination claims, UDC argued that the complaint failed to allege that Mr. Greer applied for or was prevented from applying for the positions given to the individuals identified in the complaint, that he was qualified for positions that were given to others, or the identity of the individuals who received the jobs for which he did apply. With respect to the retaliation claim, UDC argued that the complaint failed to allege a causal link between protected activity and the adverse action taken against Mr. Greer.

5. On January 12, 2015, Mr. Greer's counsel moved to withdraw. On the same day, the court scheduled a status hearing for the afternoon of February 11, 2015 and told Mr. Greer that any substitute counsel should appear at the hearing on his behalf.

6. On February 11, 2015, Respondent agreed to meet Mr. Greer at the Starbucks near the courthouse prior to the hearing. Respondent agreed to represent Mr. Greer on an hourly basis at a discounted rate of \$300 per hour. She told Mr. Greer it would take eight hours to redo the complaint and asked for an advance payment of \$2,400. She further stated that they could revisit the fee arrangement if the case survived the motion to dismiss phase. Respondent did not reduce this agreement to writing.

7. Mr. Greer paid Respondent the initial \$2,400 retainer in cash. Respondent deposited the funds into a Bank of America business checking account (-2496) for The Pressley Group, LLC ("the Pressley Group Account"). The sole signatory of the account was Carlton Pressley, Respondent's husband who was not a licensed attorney or affiliated with the Pressley Firm. Mr.

Greer did not authorize Mrs. Pressley to place the funds into an account over which she was not a signatory, use the funds prior to being earned or commingle the funds.

8. Respondent appeared at the status hearing and told the court she would be representing Mr. Greer. Respondent acknowledged that it was necessary to amend the complaint because "there are just some things necessary for the viability of the case that are missing."

9. By February 25, 2015, the balance of the The Pressley Group Account had fallen to \$121.04. Respondent had done no work on the case other than to meet briefly with Mr. Greer at Starbucks on February 11 and attend the status hearing later that day.

10. On March 20, 2015, Respondent entered her appearance in the case.

11. By March 23, 2015, Respondent had not begun amending the complaint.

12. On March 25, 2015, Respondent filed a consent motion for leave to amend the complaint and an amended complaint. Prior to filing the amended complaint, Respondent did not interview Mr. Greer about his allegations against UDC or otherwise investigate his claims. The amended complaint added two sentences alleging Mr. Greer's age, race and gender and changed the allegation "Since approximately 2006, the University of the District of Columbia has engaged in a pattern and practice of discrimination against Black people" to "Since approximately 2006, the University of the District of Columbia has engaged in a pattern and practice of race and gender discrimination against African American males and age discrimination." The complaint was otherwise substantively identical to the original complaint. Respondent did not inform Mr. Greer that she had filed the amended complaint or provide him with a copy.

13. On April 1, 2015, after a short hearing, the court granted Respondent's motion for leave to amend.

14. On April 8, 2015, UDC moved to dismiss the amended complaint. UDC reiterated its arguments that Mr. Greer failed to allege facts that would establish the elements of discrimination and retaliation.

15. On April 20, 2015, Respondent texted Mr. Greer telling him that she wanted to discuss options for the payment of additional legal fees. In text messages over the course of the next week, Respondent told Mr. Greer that the initial \$2,400 payment had been exhausted and asked him to either replenish the retainer with an additional \$5,500 payment or to change the fee arrangement to a flat fee of \$10,000 for the entire case. Mr. Greer expressed confusion because he had understood his \$2,400 to cover the entire motion to dismiss phase, which had not yet concluded. Respondent told Mr. Greer that the \$2,400 had only been an estimate, that an opposition to UDC's motion to dismiss was due in a few days, and that she would not work on the case without receiving additional funds.

16. On April 28, 2015, Mr. Greer reluctantly agreed to pay Respondent an additional \$7500 as a flat fee for the remainder of the case. Respondent did not provide Mr. Greer with a retainer agreement or set forth any milestones or an hourly rate allowing for the collection of any part of the fee prior to resolution of the case. Respondent provided Mr. Greer with the account information for the Pressley Group Account. Again, Respondent did not inform Mr. Greer that the account was a non-IOLTA account and that she was not a signatory on the account.

17. The same day, Mr. Greer deposited \$5,500 cash into the Pressley Group Account. On April 29, 2015, Mr. Greer deposited an additional \$1,000 cash into the Pressley Group Account.

18. On May 1, 2015, Respondent filed an opposition to the motion to dismiss disputing UDC's arguments and seeking leave to further amend the complaint if necessary.

19. On May 6, 2015, Respondent deposited the final \$1,000 cash into the Pressley Group account.

20. By May 18, 2015, the balance of the Pressley Group Account had dropped to \$17.47.

21. On June 11, 2015, Respondent appeared before the court to argue in opposition to UDC's motion to dismiss.

22. On July 10, 2015, the court granted UDC's motion to dismiss in part, concluding that the amended complaint failed to state a claim for any of the alleged causes of action. With respect to the discrimination claims, the complaint failed to allege that Mr. Greer applied for or was prevented from applying for the positions given to the individuals identified in the complaint, that he was qualified for positions that were given to others, or the identity or characteristics of the individuals who received those for which he did apply. With respect to the retaliation claim, the complaint failed to allege a causal link between the protected activity and the adverse action taken against Mr. Greer. The court noted that Respondent "had the benefit of knowing the arguments [UDC] had raised almost one year earlier about the inadequacies of the original complaint" and "[d]espite this advance knowledge, the First Amended Complaint made minimal changes to [Mr. Greer's] allegations, and the arguments before the [c]ourt mirror[ed] those made previously." The court further noted that, while it was "sympathetic to the difficulties replacement counsel faces when taking on an already-pending case . . . these difficulties cannot be used to explain many of the deficiencies in the operative complaint. . . . [Mr. Greer did not] need access to evidence no longer in his possession in order to plead, on information and belief if necessary, that he applied for (or was prevented from applying for) and was qualified for the jobs he ultimately did not receive."

23. The court stated that "[b]ecause it does appear possible that a second amended

complaint could survive a motion to dismiss, [Mr. Greer] will be given *one* further opportunity to state a claim” and provided a deadline of July 24, 2015 for the filing of a motion for leave to amend.

24. Respondent did not file a motion for leave to amend or inform Mr. Greer of the court’s decision by July 24, 2015.

25. On July 27, 2015, the court dismissed and closed the case, as no motion for leave to amend had been filed.

26. On August 6, 2015, Respondent texted Mr. Greer and told him about the court’s July 10, 2015 decision. In doing so, she blamed prior counsel, mischaracterized the court’s ruling, and did not inform Mr. Greer that the court had afforded another opportunity to amend the complaint.

27. On August 10, 2015, Respondent emailed Mr. Greer a copy of the court’s decision.

28. On August 27, 2015, Mr. Greer filed a motion for reconsideration, telling the court that he had only recently received the court’s decision and that he was filing a disciplinary complaint against Respondent.

29. On September 3, 2015, the court terminated Respondent from the case and provided Mr. Greer an opportunity to file a motion for leave to amend either *pro se* or through successor counsel. Mr. Greer was unable to find counsel and failed to file a motion for leave to amend. The court denied the motion for reconsideration, ending the case.

30. On December 26, 2015, Respondent provided Mr. Greer with a refund of \$7,500. She did not refund the initial \$2,400.

31. Respondent’s conduct violated the following District of Columbia Rules of Professional Conduct:

- a. Rule 1.1(a) by failing to provide competent representation to a client;

- b. Rule 1.1(b) by failing to serve a client with skill and care commensurate with that generally afforded to clients by other lawyers in similar matters;
- c. Rule 1.3(b)(1) by intentionally failing to seek the lawful objectives of a client through reasonably available means permitted by the law and the disciplinary rules;
- d. Rule 1.4(a) by failing to keep a client reasonably informed about the status of a matter;
- e. Rule 1.4(b) by failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- f. Rule 1.5(b) by failing to communicate to the client, in writing, the basis or rate of the fee, the scope of her representation and the expenses for which the client would be responsible;
- g. Rule 1.15(a) by intentionally or recklessly misappropriating client funds;
- h. Rule 1.15(b) by failing to deposit trust funds into an IOLTA account; and
- i. Rule 1.15(e), by failing to treat advances of unearned fees as property of the client.

COUNT TWO – PAULA AMAKER

32. In or around September 2013, Paula Amaker had a dispute with her business partner, Gary Gunnulfsen, wherein Mr. Gunnulfsen allegedly locked Mrs. Amaker out of her business and took exclusive possession of shared business equipment and company funds.

33. On September 17, 2013, Paula Amaker met with Respondent about representing her in the dispute. Mrs. Amaker was referred to Respondent by Carlton Pressley, Respondent's

husband and a friend of Edwin Amaker, Mrs. Amaker's husband. Mrs. Amaker paid Respondent \$350 for the consultation.

34. The next day Mrs. Amaker entered into a written retainer agreement with Respondent, setting forth an hourly fee of \$425 per hour and stating that Respondent would provide Mrs. Amaker with a monthly invoice "detailing the services which were performed on [her] behalf in the month just ended."

35. Mrs. Amaker provided Respondent with a check for \$5,000 as an advance payment. Respondent told Mrs. Amaker the funds would be placed into an escrow account to be drawn down upon as they were earned.

36. Respondent told Mrs. Amaker that she intended to seek mediation to resolve claims made by both sides.

37. On September 19, 2013, Respondent cashed the check but did not deposit the funds into an IOLTA account as she told Mrs. Amaker she would.

38. On October 22, 2013, Respondent spoke to Mr. Gunnulfsen's attorney, Aileen Oliver, about possible settlement. No agreement was reached.

39. In November 2013, Respondent called Mrs. Amaker and told her that she had been unable to reach a settlement with Mr. Gunnulfsen and that the case was likely to go to trial. Respondent offered Mrs. Amaker the option of converting the representation to a flat fee arrangement where Mrs. Amaker would pay a total of \$8,000 for the remainder of the case, including trial. Respondent did not provide an updated retainer agreement or set forth any milestones which, when reached, would authorize Respondent to take any portion of the funds prior to resolution of the case. She also did not explain that Mrs. Amaker would be required to make

additional payments for expenses.

40. On November 13, 2013, Mrs. Amaker provided Respondent with a check for \$3,000. The next day, Respondent cashed the check and again did not deposit the funds into an IOLTA account.

41. On November 19, 2013, Mrs. Amaker emailed Respondent asking for information on the case. The next day, Respondent replied that she was drafting a complaint against Mr. Gunnulfsen and would explore mediation with his counsel.

42. On December 3, 2013, Mrs. Amaker emailed Respondent asking for an update on the case. The next day, Respondent replied that filing a lawsuit was the “the absolute best thing we can do” and that she was preparing a complaint.

43. On December 26, 2013, Mrs. Amaker emailed Respondent asking for an update. On January 5, 2014, Respondent replied that she would make “one final attempt” to speak with Mr. Gunnulfsen’s attorney, Ms. Oliver, and promised to forward a draft complaint for Mrs. Amaker’s review that week. Respondent did not communicate with Ms. Oliver until June 18, 2014.

44. On January 13, 2014, Respondent sent a text message to Mrs. Amaker stating that she was filing a lawsuit on January 17, 2014 and would send a copy for her review.

45. On February 3, 2014, Mrs. Amaker emailed and sent a text message to Respondent asking for a copy of the complaint that Respondent had stated she was going to file. The same day, Respondent replied that another lawyer and paralegal at the firm were working on Mrs. Amaker’s case and that she would check on the status with them, but that she was certain they were “near ready to file and serve.”

46. On February 18, 2014, Mrs. Amaker emailed Respondent asking for an update. The

next day, Respondent replied that her associate had prepared a draft complaint, that Respondent had reviewed it and made corrections and that it would be ready for Mrs. Amaker's review by the end of the week. Respondent told Mrs. Amaker that she was planning to ask for \$250,000 in damages.

47. On March 10, 2014, Mrs. Amaker emailed Respondent asking for an update. On March 20, 2014, Respondent sent a text message to Mrs. Amaker apologizing for the delay, stating "[w]e're finally ready" and asking her to come to the office to meet with Due Tran, a Maryland lawyer who she planned to collaborate with on the lawsuit, to review paperwork and next steps.

48. Between March 21 and April 12, 2014, Mrs. Amaker sent several text messages and emails seeking to schedule the meeting that Respondent had referenced. Respondent told Mrs. Amaker that Mr. Tran was unavailable. Mrs. Amaker told Respondent that she was "very concerned about the statutory deadline" for filing suit. Respondent replied that Mrs. Amaker "would have 2 years to sue [Mr. Gunnulfsen]. We certainly won't take that long, but I just want you know that statutorily, you are nowhere near your limit to file the case."

49. On May 5, 2014, Respondent sent a text message to Mrs. Amaker stating that Mr. Tran suggested sending a letter to Ms. Oliver prior to filing suit, that she would send that letter the next day and forward Mrs. Amaker a copy, and that if she did not receive a response, she would file a complaint in Maryland District Court. Respondent did not send any letter to Ms. Oliver.

50. Between June 5, 2014 and July 18, 2014, Mrs. Amaker sent several emails and text messages asking for a copy of the letter Respondent claimed she would send. Respondent never provided any such letter to Mrs. Amaker.

51. On June 18, 2014, Respondent sent an email to Ms. Oliver. Although she had not sent Ms. Oliver any letter, she stated in the email that she was "writing to follow up on a letter sent

to you by my firm approximately four weeks ago in which we informed you that Ms. Amaker has authorized us to pursue legal action against your client” She stated that “the numerous actionable claims include tortious interference with business contracts, illegal removal from commercial rental property, conversion of shared property for sole personal and professional use, and slander” and that she was making “one final attempt” for an out-of-court resolution of the matter. Respondent forwarded a copy of the email to Mrs. Amaker.

52. Ms. Oliver responded by stating that she never received any letter and asking Respondent to send it by email so she could share it with her client. That email was the last communication by Ms. Oliver to Respondent about Mrs. Amaker’s matter. Respondent did not provide Ms. Oliver with a copy of the letter she claimed to have sent or otherwise reply to the request.

53. On July 7, 2014, Mrs. Amaker emailed Respondent asking for an update. Respondent responded by falsely stating that Ms. Oliver had told her she was going to discuss the demand letter with her client. She further stated that she would follow up with her by the end of the week and that if they were unwilling to settle or mediate, she would file suit. Respondent did not follow up with Ms. Oliver.

54. On July 23, 2014, Mrs. Amaker emailed Respondent asking for information on Respondent’s discussions with opposing counsel. Respondent replied by falsely stating that Ms. Oliver had asked for more information and was following up with her client. She again stated that she would file suit if they did not offer to settle.

55. On August 13, 2014, Mrs. Amaker emailed Respondent asking for an update. On August 18, 2014, Mrs. Amaker sent a text message to Respondent asking her to reply to her email.

On August 19, 2014, Respondent replied by falsely stating that Ms. Oliver had made two requests for additional information. Respondent further stated that she planned to file suit in conjunction with Mr. Tran by the end of the first week of September. Respondent had not discussed such a filing with Mr. Tran.

56. On September 17, 2014, Mrs. Amaker sent a text message to Respondent complaining that it had been a year since she retained Respondent and requesting that the case move forward. On September 22, 2014, Respondent replied that she was in a meeting about the case at that moment, that she was trying to figure out the proper amount to claim for damages, and that she would send a draft complaint for Mrs. Amaker's review shortly.

57. Between October 1 and October 3, 2014, Mrs. Amaker sent several text messages and emails asking to view the draft complaint. On October 3, 2014, Respondent emailed Mrs. Amaker stating that the draft complaint would be finished next week and that they would then meet to discuss questions, changes or concerns.

58. By the end of October 2014, Respondent had not filed any lawsuit or provided Mrs. Amaker with a draft complaint.

59. In November 2014, Mr. and Mrs. Amaker were frustrated with the lack of progress with the case and called Mr. Pressley to complain about Respondent. Mr. Pressley told them that Respondent was very busy and that he was going to take over the case. Mrs. Amaker only agreed to have Mr. Pressley represent her because she was desperate.

60. Although Mrs. Amaker understood Mr. Pressley to be an attorney for the Pressley Firm, he was not a licensed attorney or affiliated with the firm.

61. For the next two years, Mrs. Amaker communicated exclusively with Mr. Pressley

about the case. At some point, Mr. Pressley told Mrs. Amaker that Mr. Gunnulfsen's attorney wanted to negotiate a settlement. Later, Mr. Pressley told Mrs. Amaker that it was not a serious offer, that he would proceed with filing suit and that he would seek \$750,000 in damages.

62. On May 28, 2015, Mr. Pressley emailed Mrs. Amaker telling her that the firm had finished drafting the complaint.

63. In June 2015, Mr. Pressley told Mrs. Amaker that the case had been filed in Maryland and that he was attempting to have the case transferred to the District of Columbia. He told Mrs. Amaker that his friendships with District of Columbia judges would help them receive a favorable outcome. In fact, Respondent and Mr. Pressley had not filed a lawsuit.

64. On June 27, 2015, Mr. Pressley sent a text message to Mrs. Amaker telling her "we are about to begin the actual court proceeding."

65. On July 29, 2015, Mr. Pressley sent a text message to Mrs. Amaker telling her that he was "waiting to see who will hear the case" and that following that "we will then get a status hearing date."

66. On August 12, 2015, Mrs. Amaker sent a text message to Mr. Pressley asking if he had received a court date. The same day, Mr. Pressley responded that the "[c]alendar comes out on Monday."

67. In September 2015, Mr. Pressley told Mrs. Amaker that the case was scheduled for trial in October.

68. In October 2015, Mr. Pressley told Mrs. Amaker that the case had been delayed because of a motion.

69. On October 11, 2015, Respondent wrote an email to Ms. Oliver stating that Mrs.

Amaker intended to sue Mr. Gunnulfsen and that she was making “one last attempt” to explore a settlement, providing a deadline of October 16, 2015 for Ms. Oliver to respond. Ms. Oliver did not do so, and Respondent did not communicate with Ms. Oliver further.

70. Later that day, Mr. Pressley forwarded to Mrs. Amaker an email from Ms. Oliver to Respondent from 2013. Mrs. Amaker had responded to the email at Respondent’s request in 2013 and began to suspect that Mr. Pressley was not being straightforward with her.

71. No action related to Mrs. Amaker’s matter had ever been filed in Maryland or the District of Columbia and no court proceedings had taken place.

72. Over the next year, Mrs. Amaker continued to inquire about the status of the case and Mr. Pressley continued to tell Mrs. Amaker that things were being delayed.

73. Between October 2014 and September 2016, Respondent had no contact with Ms. Amaker. During that time, Respondent was aware that Mr. Pressley was communicating with Mrs. Amaker on behalf of the Pressley Firm and misrepresenting the status of her case.

74. In September 2016, Mr. Pressley called Mrs. Amaker and told her that he was turning the case back over to Respondent.

75. On September 19, 2016, Respondent emailed Mrs. Amaker to set up a meeting to discuss “next steps involved with filing suit.”

76. On October 5, 2016, Mrs. Amaker met with Respondent at her office. Respondent told Mrs. Amaker that she did not think that filing a lawsuit against Mr. Gunnulfsen was in her best interest because it could expose her to civil liability and criminal charges and that if she insisted on doing so, she would need to pay an additional \$10,000 to cover the costs of trial. By this point, the statute of limitations had run on at least some of Mrs. Amaker’s potential claims, a fact which

Respondent did not convey to Mrs. Amaker.

77. Mrs. Amaker was frustrated with how she had been treated and unwilling to pay additional funds. She sent a letter asking Respondent for a refund. Respondent did not provide a refund, an accounting, or otherwise respond.

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

- a. Rule 1.3(a), by failing to represent a client zealously and diligently within the bounds of the law;
- b. Rule 1.3(b)(1), by intentionally failing to seek the lawful objectives of a client through reasonably available means permitted by law and the disciplinary rules;
- c. Rule 1.3(c), by failing to act with reasonable promptness in representing a client;
- d. Rule 1.4(a), by failing to keep a client reasonably informed about the status of a matter or promptly comply with requests for information;
- e. Rule 1.4(b), by failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- f. Rule 1.5(b), by failing to communicate to the client, in writing, the basis or rate of the fee, the scope of the lawyer's representation, and the expenses for which the client would be responsible;
- g. Rule 1.15(a), by intentionally or recklessly misappropriating client funds;
- h. Rule 1.15(b), by failing to deposit client funds into an IOLTA account;

- i. Rule 1.15(e), by failing to treat advances of unearned fees as property of the client;
- j. Rule 1.16(d), by failing to surrender papers and property to which the client is entitled and refund any advance payment of fee or expense that had not been earned or incurred;
- k. Rule 5.3(a), by failing to make reasonable efforts as a lawyer with managerial authority to assure that her firm had in effect measures giving reasonable assurance that conduct of a nonlawyer with whom she was associated was compatible with the professional obligations of the lawyer;
- l. Rule 5.3(c)(1), by knowing of Mr. Pressley's conduct involving dishonesty when its consequences could be avoided or mitigated and failing to take reasonable remedial action as a lawyer with managerial authority at her firm; and
- m. Rule 8.4(c), by engaging in conduct involving dishonesty, fraud, deceit and misrepresentation.

Respectfully submitted,



Hamilton P. Fox, III
Disciplinary Counsel



Hendrik R. deBoer
Senior Staff Attorney

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VERIFICATION

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



Hendrik R. deBoer
Assistant Disciplinary Counsel

Subscribed and affirmed before me in the District of Columbia this 29th day of June, 2018.

My Commission Expires:

October 31, 2020
Date

Idrea Mayfield
Notary Public

