

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 District of Columbia Bar, having been admitted on June 12, 2006, and subsequently assigned Bar number 495672.
2. Respondent is also licensed to practice law in Maryland.

COUNT 1: Roger D. Rudder, Jr.
(Disciplinary Docket No. 2010-D511)

The Family's Injuries

3. In or around **June 2008**, Roger D. Rudder, his wife Rosena, and their five-year-old daughter, attended a parade in Washington, D.C., along with their relatives Noverlene Goss and Ms. Goss's 15-year-old daughter. Mr. Rudder and Ms. Goss are siblings.

4. For reasons that remain unclear, a Metropolitan Police Department officer shoved Mrs. Rudder after ordering her to move elsewhere. At the time, Mrs. Rudder was two months pregnant with triplets. Mr. Rudder was alarmed by the officer's actions and moved toward his wife, asking whether the officer's actions were called for. At or around the same time, a second officer approached the two children. The second officer struck the children with her baton with enough force to knock the Rudders' five-year-old daughter and Ms. Goss's 15-year-old daughter to the ground. When Ms. Goss cried out in response to seeing the children struck, another officer began beating Ms. Goss with a baton and forced her to the ground as well. Several other police officers arrived, drew their batons, and wielded them against the Rudders and Gosses, including their children. Several police officers also forced Mr. Rudder to the ground, and held his arms and legs as they beat and kicked him. The Rudders' five-year-old daughter witnessed several police officers violently beat and restrain her parents, her aunt Ms. Goss, and her 15-year-old cousin.

5. The three adults were arrested and separated from their children. Bruised by the police, Mrs. Rudder (who was pregnant) and Ms. Goss (who suffered from epilepsy and high blood pressure), were handcuffed variously to chairs and poles for the next eight to 10 hours before the police took them to George Washington Hospital for treatment of their injuries. At no time had they been read their rights or offered a chance to make a telephone call for aid.

6. The police also arrested Ms. Goss's 15-year-old daughter and took her to a different precinct where she was ordered to strip by two male police officers who claimed they needed to conduct a body-cavity search. The officers did not find a female officer to conduct the search. The girl cried so hard that another officer intervened to say that a strip-search was unnecessary. When she asked to use the restroom, the male officers refused to let her use the restroom unless she did so in their presence. Again, they did not find a female officer to accompany her so she refused. Ms. Goss's daughter was not read her rights or offered a chance to call family members to alert them to her situation.

7. Mr. Rudder still suffers from leg pains, diagnosed as sciatic nerve damage, resulting from where the police officers kicked his leg. Mrs. Rudder still suffers from knee pain. Ms. Goss has permanent marks on both wrists and nerve damage to one finger from the handcuffs affixed too tightly for eight to 10 hours. The Rudders' daughter reverted to bedwetting for five to six months after seeing the police officers' treatment of her mother and father, and continues to be terrified of the police.

8. Several other patrons of the parade witnessed and filmed the incident, exclaiming at the time to the officers involved that neither the Rudders nor Gosses had done anything to provoke the officers' treatment of them.

The Representation

9. On or about **October 3, 2008**, the Rudders and Ms. Goss retained Respondent to file suit on their behalf against all applicable individuals and organizations to obtain compensation for injuries that they received in connection with their beating and arrest on **June 28, 2008**.

10. Approximately 17 months after the beating and arrest of her clients, on **November 16, 2009**, Respondent filed a civil action in the United States District Court for the District of Columbia alleging multiple causes of action against the MPD.

11. On or about **January 11, 2010**, the District of Columbia Office of the Attorney General serving in its capacity as counsel for the defendants filed motions to partially dismiss the complaint on the multiple grounds.

12. Respondent filed *Plaintiff's' Response to Defendants' Motion for Partial Dismissal* on **March 9, 2010**, conceding certain arguments the District had made.

13. By order dated **June 22, 2010**, the District Court granted the District of Columbia Attorney General's motions and dismissed the civil action filed by Respondent with prejudice.

14. Respondent failed to gather relevant evidence or timely file pleadings or responses to orders.

15. At various times during the representation, the Rudders and/or Ms. Goss asked Respondent and her staff members for details regarding Respondent's handling of their case because Respondent was not informing them of what was (or was not) happening, including whether she had followed leads to obtain the evidence of bystanders who had captured the police's behavior on mobile telephones and other video devices. Respondent did not discuss how discovery would occur or a strategy of how she planned to proceed during the representation. She misled her clients to believe that the case was proceeding properly and failed to disclose that she had missed deadlines in the case.

16. When the Rudders and Ms. Goss asked Respondent and her staff why their matter was proceeding so slowly and sought information about its status, most times, Respondent simply failed to respond. She did not inform them that she had missed filing and other deadlines.

17. Other times, Respondent falsely reassured her clients about the status of their case. Respondent did not inform her clients about the substance of the defendants' motions seeking to dismiss nearly all of the claims Respondent had asserted on her clients' behalf.

18. Throughout the representation, Respondent did not discuss with her clients the defendants' pleadings, her responses to their pleadings, or the trial court's order dismissing the case, nor did she provide her clients copies of the relevant documents in the case. She did not disclose that she was insufficiently familiar with certain areas of law necessary to properly plead and defend the civil complaint, or the consequences thereof.

19. Although the trial court dismissed her clients' civil complaint in **June 2010**, Respondent waited for three months – until **August 2010** – to inform them.

20. By letter dated **November 17, 2010**, Roger Rudder terminated Respondent as counsel for himself, his wife, and their daughter. Despite the Rudders' written request for their complete file, Respondent refused to provide them more than a few documents, retaining for herself the balance of the file.

21. Thereafter, the Rudders and Ms. Goss retained successor counsel to appeal the trial court's dismissal of the civil complaint as to all plaintiffs.

The Charges

22. Respondent violated the following provisions of the Rules of Professional Conduct (the Rules):

A. Rule 1.1(a) and (b), in that Respondent failed to provide competent representation to her clients, including by failing to use the required legal knowledge, skill, thoroughness, and/or preparation necessary for the representation; and, failed to serve her

clients with the skill and care commensurate with that generally afforded clients by other lawyers in similar matters;

B. Rule 1.3(a), in that Respondent failed to represent her clients with diligence and zeal within the bounds of the law;

C. Rule 1.3(b), in that Respondent intentionally (1) failed to seek the lawful objectives of her clients through reasonably available means permitted by law and the disciplinary rules, and (2) prejudiced or damaged her clients during the course of the professional relationship;

D. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing her clients;

E. Rule 1.4(a), in that Respondent failed to keep her clients reasonably informed about the status of a matter and/or to promptly comply with reasonable requests for information;

F. Rule 1.4(b), in that Respondent failed to explain a matter to the extent reasonably necessary to permit her clients to make informed decisions regarding the representation;

G. Rule 1.16(d), in that – after termination of the representation – Respondent failed to take timely steps to the extent reasonably practicable to protect her clients' interests, including giving reasonable notice to the clients, allowing time for employment of other counsel, surrendering papers and property to which the clients are entitled, and refunding any advance payment of fee or expense that has not been earned or incurred; and

H. Rule 8.4(c), in that Respondent engaged in dishonesty.

COUNT 2: Donnell Lewis
(Disciplinary Docket No. 2011- D455)

23. On **July 19, 2007**, Donnell Lewis executed a retainer agreement with Respondent to represent him in a District of Columbia Superior Court proceeding related to his ongoing divorce. Respondent's client was the defendant.

24. On **August 14, 2007**, Respondent filed a praecipe entering her appearance in the case as Mr. Lewis's counsel.

25. Over the next several months, Respondent's relationship with her client soured.

26. After several continuances requested by counsel for both parties, the court scheduled a status hearing for January 10, 2008.

27. On **January 10, 2008**, Respondent failed to attend the status hearing. Respondent did not file a pleading requesting another continuance or providing notice of her intention not to appear. Respondent requested that she be permitted to participate in the January status hearing by telephone.

A. Respondent did not telephone in to the courtroom or otherwise attempt to contact the judge by telephone on the morning of the status hearing. When the clerk attempted to telephone Respondent, Respondent did not answer her telephone.

B. The opposing party was present with her counsel.

C. Respondent's client was present and faced the court without benefit of counsel.

D. Although Respondent was aware of the status hearing, she had filed nothing and made no arrangements to excuse or delay her appearance.

28. At the January 10, 2008 hearing, the court set an evidentiary hearing in the domestic relations case for March 5, 2008.

29. In the meantime, on **February 4, 2008**, Respondent moved to withdraw as Mr. Lewis' attorney. In her motion, Respondent made statements that revealed client confidences and/or secrets, including discussions about their financial arrangements and communications.

30. Respondent also disclosed confidential and/or secret information in communications with opposing counsel.

31. Plaintiff, through counsel, opposed Respondent's motion to withdraw unless substitute counsel had been retained and was prepared to move forward without further delay.

32. Respondent was aware that the evidentiary hearing in her client's case was scheduled for March 5, 2008. The court did not rule on her motion to withdraw at any time before that date.

33. On **March 5, 2008**, Respondent failed to attend the evidentiary hearing. Respondent's client and the opposing party and her successor counsel all appeared. The hearing proceeded in Respondent's absence. Mr. Lewis again was unrepresented.

34. In her absence on March 5, 2008, the court granted Respondent's motion to withdraw.

The Charges

35. Respondent violated the following Rules:

A. Rules 1.1, in that Respondent failed to (a) provide competent representation to her client, and (b) serve her client with skill and care commensurate with that generally afforded to clients by other lawyers in similar matters;

B. Rule 1.6(a)(1), in that Respondent revealed client confidences and/or secrets;

C. Rule 3.4(c), in that Respondent failed to appear in court for her client on two successive occasions (the status and evidentiary hearings) at a time when the court had not released her as counsel for one of the parties, thereby knowingly disobeying an obligation under the rules of a tribunal; and

D. Rule 8.4(d), in the Respondent seriously interfered with the administration of justice.

COUNT 3: Glenn Strawder
(Disciplinary Docket No. 2012-D091)

Mr. Strawder's Injury and Litigation

36. Glenn G. Strawder suffered injuries to his left eye after being treated by medical personnel.

37. In or around early **April 2007**, Mr. Strawder retained Respondent to represent him. Mr. Strawder executed Respondent's contingent-fee agreement. On **August 23, 2007**, Respondent filed a medical malpractice action in the District of Columbia Superior Court alleging that her client had suffered damages as the result of substandard medical treatment. The case was styled *Glenn G. Strawder v. Medstar Health d/b/a Washington Hospital Center, The Retina Group of Washington, and Dr. Vinay Desai*, 2007-CA-5885. She filed an Amended Complaint on **November 19, 2007**.

38. In the civil complaint, Respondent alleged, among other things, that after a strange sensation in his left eye that began on August 13, 2004, Mr. Strawder went to sleep on August 14,

2004, and awakened the next day unable to see from that eye. The next day, Mr. Strawder admitted himself to Washington Hospital Center's emergency room for treatment. After being seen and treated in some fashion by several medical personnel, including Dr. Desai, Mr. Strawder was discharged the same day, even though at least one doctor considered Mr. Strawder at high risk for retinal detachment. Because it was Sunday, no retinal surgeon would come in to do the surgery. The doctor who discharged Mr. Strawder advised him to wait 24 hours before returning for treatment. Thereafter, Mr. Strawder followed all clinical advice from Washington Hospital Center, was seen repeatedly by multiple doctors there on numerous occasions, was informed that the problem with his vision had been fixed, then was ordered to undergo emergency surgery and a further surgery (until Mr. Strawder rejected further surgical treatments at Washington Hospital Center). Ultimately, although, he sought treatment at Johns Hopkins and had two more surgeries, Mr. Strawder's vision remained unimproved and he has lost all vision in his left eye.

39. At the time of his injury and treatment, Mr. Strawder worked at Washington Hospital Center as a computerized axial tomography (CAT or CT) scan technologist, which required him to see and evaluate the images obtained by the medical imaging device. The damages Respondent sought to recover on her client's behalf were for permanent injuries to Mr. Strawder's left eye that resulted in the loss of its use. Additional damages that Mr. Strawder sought were for pain and suffering, past and continuing medical expenses, and past and continuing loss of earnings.

40. Respondent failed to comply with discovery and filing deadlines throughout the representation, including designating an expert witness to support her client's claims.

41. When Respondent did file her expert statement out of time, she identified an individual who was not a surgeon, although it was undisputed that Mr. Strawder's eye required

surgery. Respondent provided no information concerning the substance of Mr. Strawder's expert's opinions, although that information was required.

42. The defendants jointly offered three experts, including an expert in finance and economics to rebut testimony by any economics expert that Mr. Strawder proffered. Respondent did not identify or retain an economics expert on Mr. Strawder's behalf.

43. Respondent (and Mr. Strawder) failed to appear for Mr. Strawder's deposition; Mr. Strawder did not appear because Respondent failed to inform him of it. Respondent did not call opposing counsel to prevent, mitigate or explain the circumstances of her and her client's failure to appear. She had not filed an objection to the deposition notice, sought a protective order, or otherwise informed the defendants that neither she nor her client would appear.

44. Respondent continued to miss discovery and other deadlines, and failed to respond to efforts attempting to put the litigation back on track.

45. On **November 20, 2008**, the parties participated in mediation. Later that day, Respondent and counsel for Dr. Desai filed a praecipe dismissing Dr. Desai from the litigation with prejudice. Washington Hospital Center and The Retina Group of Washington remained as defendants.

46. Thereafter, despite the efforts of opposing counsel to enlist her participation, Respondent continued to miss joint filing and other deadlines.

47. On **December 8, 2008**, Respondent filed a motion to withdraw as Mr. Strawder's counsel.

48. On **December 10, 2008**, both counsel for the remaining defendants filed a joint response to Respondent's motion to withdraw, stating that they did not oppose her request as long as the litigation schedule then in place would not be disturbed. Defense counsel opposed

Respondent's motion if it entailed "any request to continue the trial date or to reopen discovery in the event [Mr. Strawder] secures new counsel."

49. On **December 11, 2008**, the court held a pretrial hearing. In an order executed that day, the presiding judge set the case for a four-day trial to begin on February 9, 2009, and, *inter alia*, denied Respondent's request to withdraw.

50. On **February 6, 2009**, the court held another pretrial hearing attended by the parties and their counsel. The presiding judge granted in open court Respondent's motion to withdraw. The court cancelled the February 9, 2009 trial date.

51. Eventually, Mr. Strawder retained successor counsel who entered his appearance on **September 28, 2009**. Trial was scheduled for less than one month away, on **October 26, 2009**.

52. After successor counsel's requests to reopen discovery, to add additional experts, and to continue the trial were all denied, Mr. Strawder accepted a *de minimis* settlement and agreed to dismiss his case with prejudice.

The Representation

53. By the time Mr. Strawder hired Respondent, Washington Hospital Center had terminated his employment. He was insolvent and Respondent agreed to represent him on a contingent fee basis.

54. The retainer agreement that Respondent provided Mr. Strawder contained the following provisions, *inter alia*:

A. Enumerated ¶ 2:

CONTINGENCY FEE. In consideration for services rendered and to be rendered, in the event of settlement, the Client agrees to pay to Firm a sum equal to thirty-five percent (35%) of whatever amount the Firm may recover o[f] the total settlement. In the event that the Firm files suit or the matter is in litigation, the

Client agrees to pay to the Firm a sum equal to forty[-]two percent (42%) of whatever amount the Firm may recover o[f] the total settlement. In the event of an appeal, the Firm and the Client agree that they will make an additional fee arrangement.

B. Enumerated ¶ 3:

HOURLY FEES. The Client agrees that in the event the Client terminated the Firm, the Client agrees to pay the Firm for his legal services at the rate of \$300.00 per hour, plus all costs (defined below). In that event, the Client also agrees to pay the Firm for paralegal services, if any, at the rate of \$125.00 per hour.

C. Enumerated ¶ 4:

COSTS: The Client understands that the "Contingency Fee" stated above does not include "costs." The Client agrees to pay costs in advance when requested to do so. Otherwise, costs incurred by the Firm shall be reimbursed by The Client in monthly statements. "Costs" include, by way of illustration, expert fees, photocopying costs, fax costs, mil[e]age costs, expenditures for reporter's appearances, depositions, transcripts, filing fees, writ and other taxes, recording fees, commissioner's fees, investigation fees, long distance telephone charges, postage, duplication costs, travel expenses, and costs incurred in conducting computer assisted legal research and in obtaining The Client's medical expenses.

55. Under Respondent's retainer agreement, Mr. Strawder was required to pay the costs associated with the litigation.

56. Because Mr. Strawder had no funds, Respondent arranged for him to borrow funds against the value of the case from a litigation financing company called Peachtree Funding. Respondent's law office facilitated processing Mr. Strawder's loans.

57. Respondent did not explain the implications of borrowing funds from Peachtree Funding, including the high interest rate Mr. Strawder would be charged.

58. Over the course of the representation, Mr. Strawder borrowed from Peachtree Funding more than \$17,000, including fees and interest.

59. Mr. Strawder paid the borrowed funds directly to Respondent to fund the cost of the litigation; however, Respondent never provided her client an accounting of the funds she

received, purportedly for litigation costs. Although Mr. Strawder asked for an accounting, Respondent never provided one.

60. Although Respondent failed to provide her client any time or other records, or receipts for costs justifying the funds Mr. Strawder paid her, she has refunded no part of the thousands of dollars she received.

61. Although Respondent was initially responsive to Mr. Strawder's request to be kept apprised of what was happening in his case, as the representation progressed, Respondent turned principal responsibility for Mr. Strawder's case over to a colleague with whom she shared office space. Mr. Strawder believed this person to be Respondent's law partner. During the time that Mr. Strawder worked with Respondent's colleague, he (Mr. Strawder) received information and documents pertaining to his case.

62. There came a time when the attorney with whom Mr. Strawder had been working left the shared office. At that time, Respondent again undertook primary responsibility for Mr. Strawder's case.

63. Thereafter, Mr. Strawder was unable to obtain substantive information from Respondent on a regular basis, whether about case status or strategy, including notice that his first deposition had been scheduled, why Respondent refused to ask certain questions in discovery, and why Mr. Strawder was not getting documents associated with his case – despite his requests. Critically, Respondent strongly – and successfully – urged Mr. Strawder to dismiss from the case the first physician who had operated on his eye, Dr. Desai; Mr. Strawder was extremely reluctant to dismiss Dr. Desai because Respondent had not coherently explained any strategic advantage to be gained – an advantage that never materialized once Respondent persuaded Mr. Strawder to follow her advice.

The Charges

64. Respondent violated the following Rules:

A. Rules 1.1(a) and (b), in that Respondent failed to provide competent representation to Mr. Strawder, in that Respondent failed to represent Mr. Strawder's interests using the required legal knowledge, skill, care, thoroughness, and preparation reasonably necessary or the representation; and, failed to serve Mr. Strawder with the skill and care commensurate with that generally afforded to clients by other lawyers in similar matters;

B. Rule 1.2(a), in that Respondent failed to abide by Mr. Strawder's decisions concerning the objectives of the representation and failed to consult with Mr. Strawder as to the means by which they were to be pursued;

C. Rule 1.3(a), in that Respondent failed to represent Mr. Strawder with diligence and zeal within the bounds of the law;

D. Rule 1.3(b), in that Respondent intentionally (1) failed to seek the lawful objectives of Mr. Strawder through reasonably available means permitted by law and ethics and/or (2) prejudiced or damaged Mr. Strawder during the course of the professional relationship;

E. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing Mr. Strawder;

F. Rule 1.4(a), in that Respondent failed to keep Mr. Strawder reasonably informed about the status of the matter;

G. Rule 1.4(b), in that Respondent failed to explain the matter to the extent reasonably necessary to permit Mr. Strawder to make informed decisions regarding the representation;

H. Rule 8.4(c), in that Respondent engaged in dishonesty;

I. Rule 8.4(d), in that Respondent seriously interfered with the administration of justice; and,

J. Rule 1.15(a), in that Respondent failed to maintain complete records of the handling, maintenance, and disposition of all funds belonging to another person, at any time in the attorney's possession, from the time of receipt to the time of final distribution, for a period of five years after final distribution of such funds.

COUNT 4: Katina C. Wilson
(Disciplinary Docket No. 2013-D305)

The Custody Representation

65. Katina Wilson retained Respondent to represent her in a custody case. Ms. Wilson was seeking sole physical custody of her daughter. On **July 16, 2012**, Ms. Wilson signed Respondent's retainer agreement agreeing to pay an hourly rate.

66. On **July 23, 2012**, Ms. Wilson paid Respondent a \$1000 retainer against which Respondent would bill as she worked. Respondent failed to deposit the retainer in an entrusted funds account.

67. On **August 2, 2012**, Respondent entered her appearance in the District of Columbia Superior Court as Ms. Wilson's counsel. She also filed an answer to the complaint for legal separation filed by Ms. Wilson's husband.

68. On **August 20, 2012**, the court issued its pretrial and scheduling order.

69. Ms. Wilson requested that Respondent's office provide her regular invoices reflecting how much she had paid and any outstanding balance. Respondent only sent Ms. Wilson invoices the first few months of the representation. Ms. Wilson made payments in the case nearly monthly (sometimes twice a month) of several hundreds of dollars and sometimes in thousand-dollar amounts, without the benefit of knowing how Respondent was billing. Ms. Wilson thus had no idea how much Respondent was claiming in fees in the matter, which lasted for one year.

70. Ms. Wilson cooperated with Respondent during the representation, including providing information for Respondent to use in support of her case.

71. Still, Respondent missed nearly every deadline in the case, whether discovery or court filings.

72. Respondent failed to file an updated Joint Pretrial Statement, due **June 7, 2013**, despite requests from opposing counsel and the child's guardian *ad litem*. It was filed without Respondent's participation and reflected that Respondent still had not responded to some outstanding discovery requests.

73. In her pleadings, Respondent described various practice-related and personal challenges that affected her ability to act in a timely manner during her representation of Ms. Wilson in the custody case. Respondent did not disclose these challenges to her client. Nor did Respondent inform Ms. Wilson of her failure to meet deadlines.

74. Trial was scheduled for July 18, 2013.

75. As opposing counsel unsuccessfully attempted to get complete discovery responses from Respondent, the Court scheduled a hearing for **July 5** to resolve opposing counsel's three outstanding discovery motions. Respondent told Ms. Wilson that she did not need to be present

for the hearing, and so she did not appear. The court ordered that Respondent's client update several of her interrogatory responses by July 9 or submit to a deposition at her expense.

76. Respondent did not submit the updated responses by close of business on **July 9, 2013**, so by e-mail to Respondent at 5:54 PM, opposing counsel noticed Ms. Wilson's deposition for July 12.

77. On **July 9, 2013** at 5:57 PM, Respondent e-mailed opposing counsel interrogatory responses that Ms. Wilson had not signed. Respondent had not informed her client that she needed to sign the interrogatory responses. By e-mail dated **July 11, 2013**, Respondent wrote opposing counsel:

Regardless of whether you do not like my client's responses, she has fully and completely responded to the interrogatories.

I have complied with the Court Order, and I will not be available for a deposition prior to the trial.

Opposing counsel canceled the deposition.

Respondent Prepares to Leave the Case Before Trial

78. The July 18 trial had been scheduled since early March 2013. On or about **July 10, 2013**, Respondent informed Ms. Wilson that she had just received an opportunity to teach a course overseas that conflicted with the trial. Respondent informed Ms. Wilson that she had arranged for an attorney to stand in for Respondent as counsel. Ms. Wilson was amenable to having the other attorney take over because she had originally tried to retain her.

79. Respondent failed to disclose fully the consequences to Ms. Wilson of the substitution of counsel. Ms. Wilson believed that (a) potential successor counsel was familiar enough with the details of her case to proceed, and (b) no additional fee above the more than \$16,000 she had paid Respondent would be expected of her.

80. In a telephone conversation with potential successor counsel, Ms. Wilson learned that she was expected to pay an additional retainer of several thousand dollars and that trial fees could run as high as \$20,000.

81. On **July 12, 2013**, Respondent e-mailed the guardian *ad litem* disclosing confidential and secret information that Ms. Wilson never authorized Respondent to disclose.

82. Respondent did not inform Ms. Wilson about the unresolved discovery disputes and attendant sanction motions made by opposing counsel or that they were to be addressed at trial.

83. On **July 13, 2013**, Ms. Wilson e-mailed all parties and counsel to inform them that she would proceed *pro se*.

***Respondent Leaves the Country Less than a Week Before Trial
and Ms. Wilson Proceeds Alone***

84. On **July 13, 2013**, Respondent left the country without obtaining leave of the Superior Court and without ensuring that successor counsel had entered an appearance. She did not turn over the case file to Ms. Wilson or consult with her on how to proceed at trial.

85. After the court had closed on **July 16, 2013** – fewer than two days before trial and two days after she had departed the country – Respondent caused to be filed a motion to withdraw as Ms. Wilson’s counsel. Ms. Wilson did not consent to Respondent’s motion to withdraw.

86. Also late on **July 16, 2013**, opposing counsel filed another motion to compel discovery and for sanctions, contending that Respondent still had not submitted complete responses for her client. Respondent filed no opposition and did not discuss a substantive response with Ms. Wilson.

87. On **July 18, 2013**, Ms. Wilson appeared alone in court for the first day of trial. The presiding judge ordered Respondent to appear by telephone to address the fact that Ms. Wilson had no counsel, which Respondent did. During that call, the court granted Respondent's motion to withdraw and the trial – scheduled for **July 18 and 19** – began. Ms. Wilson represented herself.

88. Ms. Wilson's former husband had been convicted of domestic abuse, but Respondent propounded no discovery to develop any evidence on this or any other ground to support Ms. Wilson's claim for sole physical custody.

89. Respondent had identified no trial exhibits to support her client's case.

90. Respondent had also failed to prepare any fact witnesses that Ms. Wilson had identified as helpful to her case, despite having told Ms. Wilson earlier in the representation that she would do so. Respondent also failed to identify and prepare an expert in domestic abuse to support Ms. Wilson's case.

91. Ms. Wilson (the defendant) sought additional time to prepare a defense and for leave to late file exhibits. The court did not permit her to submit exhibits in her case.

92. On **July 19**, the court scheduled a final day of trial for **July 24, 2013**.

93. Ms. Wilson continued to represent herself, including (a) on the last day of trial, using the other parties' exhibits as evidence in her own case, and (b) on **August 5, 2013**, filing written findings of fact and conclusions of law.

***Respondent Appears at a Show Cause Hearing
to Explain her Absence from Trial***

94. On **September 27, 2013**, the presiding judge held a hearing for Respondent "to show cause why she should not be held in contempt of court for her failure to appear at trial,

scheduled since March 7, 2013, without prior court leave to withdraw her appearance or without filing a substitution of counsel.”

95. From the bench, the judge discharged the show cause order, stating that addressing Respondent’s failure to appear would interfere with the court’s ability to resolve the custody case efficiently. However, the court stated it was troubled by how Respondent had handled her withdrawal.

**Ms. Wilson Prevails in Obtaining Primary Custody
But Is Sanctioned Personally for Discovery Abuses**

96. Ms. Wilson was successful in retaining full custody of her daughter. However, the court found that (during Respondent’s tenure as Ms. Wilson’s counsel), the opposing party’s interrogatories, request for admissions, and request for documents were not timely responded to and incomplete. The court granted all, or in part, the opposing party’s first, second, and third motions to compel and imposed sanctions against Ms. Wilson of \$1,089.65 in attorney’s fees and costs.

97. The sanction award was credited against the outstanding child support arrears Ms. Wilson’s former husband was responsible for.

Respondent Has Refunded None of the More than \$16,000 Ms. Wilson Paid Her

98. Ms. Wilson paid Respondent more than \$16,000 in attorney’s fees. Despite failing to propound and respond timely to discovery and to properly prepare and try the child custody case, Respondent has refunded none of these fees.

99. On the second invoice that Respondent provided Ms. Wilson, Respondent charged her client for travel and attendance at a court hearing that never occurred. Respondent never

corrected this overbilling even after Ms. Wilson pointed it out to Respondent's office (through Respondent's litigation paralegal).

100. Respondent's invoices reveal additional instances of overbilling, including for example:

A. on August 17, 2012, Respondent charged Ms. Wilson twice: once for a meeting (lasting one and a half hours), and once for an office visit with Respondent (purportedly lasting one hour), for a total of \$750, when only the first meeting occurred;

B. on September 17, 2012, Respondent charged Ms. Wilson to draft discovery requests, even though Respondent propounded no discovery requests;

C. on November 13, 2012, Respondent charged Ms. Wilson twice for the same meeting to prepare for a *pendent lite* hearing to go over proposed evidence.

101. Respondent also charged her client to respond to discovery motions and other communications by opposing counsel resulting from Respondent's failure to produce discovery and other filings on time.

102. Ms. Wilson filed a disciplinary complaint dated August 6, 2013.

103. Although Respondent had promised to send Ms. Wilson a final bill on her return to the country, by the time Ms. Wilson filed with Disciplinary Counsel, she still had not received a final bill from Respondent.

Katina Wilson's Personal Injury Case

104. Several months after Ms. Wilson first retained Respondent to represent her in the custody case, she was walking in a crosswalk at an intersection when a car struck her. The accident happened on **December 13, 2012**. Ms. Wilson sustained minor injuries.

105. Respondent agreed to handle the matter for her but did not provide Ms. Wilson a retainer agreement or any other writing setting forth the basis or rate of her fee in the personal injury case.

106. Respondent recommended that Ms. Wilson receive treatment from Maryland Injury Center. Ms. Wilson was treated for several weeks, with a total cost of medical services of **\$2960**.

107. By letter dated **April 4, 2013**, Respondent wrote the driver's insurance company with a demand package.

108. In **May or June 2013**, Respondent settled Ms. Wilson's personal injury case for **\$4500** without discussing the offer with, or receiving approval from her client.

109. Respondent never provided a release and settlement of claim with the driver's insurance company for her client to sign, even though the insurance company sent one to be executed by Ms. Wilson.

110. On **June 26, 2013**, Respondent deposited the \$4500 settlement check into Bank of America Maryland **IOLTA -4251**.

A. Ms. Wilson never saw, approved of, or endorsed the settlement check, and was unaware when Respondent received it. At the time, Ms. Wilson still had an outstanding medical bill of **\$2960**.

B. Respondent never provided Ms. Wilson a writing stating the outcome of the matter or showing how the proceeds of the settlement were to be disbursed.

C. Respondent disbursed no funds to Ms. Wilson from the settlement check, either as compensation for Ms. Wilson's injuries or to pay her medical provider; nor did Respondent immediately disburse any funds directly to the provider.

***False Statements and Failures to Disclose
Required Information by Respondent and Her Office***

111. By letter dated **January 9, 2014**, more than six months after Respondent deposited Ms. Wilson's settlement check, Respondent's office (through her litigation paralegal) wrote Maryland Injury Center to ask that it reduce its bill from **\$2960 to \$1500**, stating falsely that "in consideration of the offer, our firm has decreased our fee by 5%." By check of the same date, Respondent paid Ms. Wilson's medical provider \$1500 drawn against her **IOLTA -4251**. Maryland Injury Center accepted Respondent's offer.

112. Respondent never provided her client any documents that reflected (a) settlement with the insurance company (b) the offer to Maryland Injury Center to reduce Respondent's fee as an inducement for the medical provider to reduce its bill, (c) the fee she planned to charge Ms. Wilson, (d) how she planned to calculate and disburse the funds, (e) how and when she actually disbursed the settlement proceeds, and (f) the fee she actually charged.

113. Prior to filing the Specification of Charges, Disciplinary Counsel sent Respondent a draft. After reviewing the draft charges, Respondent produced an invoice in the **custody case** dated August 1, 2013. Much earlier in the investigation, Respondent had previously submitted an invoice with that date.

A. The **second** August 1, 2013 invoice, submitted after the benefit of reviewing Disciplinary Counsel's charges, newly credited Ms. Wilson's account in the **custody case** with \$1,501.50 in settlement funds from the **personal injury case**.

B. The **second** August 1, 2013 invoice also reflected approximately 18 new legal charges in the **custody case** that were not reflected on the version of the bill originally submitted to Disciplinary Counsel. If the second August 1, 2013 invoice were taken as

correct, Respondent no longer owed Ms. Wilson funds; Ms. Wilson would now owe Respondent additional money.

C. Respondent submitted neither the first August 1, 2013 invoice nor the second August 1, 2013 invoice to Ms. Wilson at any time during or after the **custody case**, despite Ms. Wilson's request throughout the representation for regular bills.

***Respondent's Explanations to Disciplinary Counsel
of How She Handled Entrusted Funds***

114. Disciplinary Counsel wrote Respondent on multiple occasions seeking records sufficient to account for her handling of entrusted funds in Ms. Wilson's cases, as well as to account for entrusted funds held about the same time for other clients.

115. Respondent failed to respond in a timely or substantive manner to several Disciplinary Counsel inquiries and subpoenas to account for the activity in her **IOLTA -4251** and a second entrusted funds account – **IOLTA -9009** – including transfers back and forth between them, as well as between the **IOLTAs** and two non-trust accounts. Respondent's eventual written responses and documents were inaccurate and incomplete.

116. Consequently, it is impossible to determine how Respondent handled Ms. Wilson's entrusted funds from the advance fee paid in the **custody case** and from the **personal injury** settlement, and to distinguish Ms. Wilson's settlement funds from the entrusted funds held for other clients. And it is impossible to distinguish any client's entrusted funds from those that constituted Respondent's personal funds.

117. Respondent's explanation of how much money she held in entrusted funds at any given time was often inconsistent with records provided by her bank. For example, Disciplinary Counsel randomly chose 10 of Respondent's 90 or so clients (during the relevant time-frame), to

track the movement of their entrusted funds: Sarah Adderly, Yvonne Canton, Arregbe Faud, Akime Mahmoud, Marion Mahmoud, Vitalis Ojiegba, Amardeep Pannu, Wesley Stepherson, Kareem Stewart, and Bai Taal. According to Respondent, from March 1, 2013 to June 30, 2013, she held more than \$14,000 in IOLTA -9009 for them. However, as of March 1, 2013, Respondent's IOLTA -9009 contained only \$7,674.14 – an amount insufficient to pay all the clients (and any associated third parties, like their doctors) for whom Respondent was supposed to be holding funds in trust.

The Charges

118. Respondent violated the following Rules:

A. Rule 1.2(a), in that Respondent failed to abide by Ms. Wilson's decision whether to accept an offer of settlement of a matter because Respondent never presented the offer she accepted on her client's behalf;

B. Rule 1.3(b), in that in **both matters**, Respondent intentionally (1) failed to seek the lawful objectives of Ms. Wilson through reasonably available means permitted by law and ethics and/or (2) prejudiced or damaged Ms. Wilson during the course of the professional relationship;

C. Rule 1.3(c), in that Respondent failed to act with reasonable promptness in representing Ms. Wilson in **both matters**;

D. Rule 1.4(a), in that Respondent failed to keep Ms. Wilson reasonably informed about the status of **both matters**;

E. Rule 1.4(b), in that Respondent failed to explain **both matters** to the extent reasonably necessary to permit Ms. Wilson to make informed decisions regarding the representations;

F. Rule 1.4(c), in that Respondent failed to inform Ms. Wilson of the insurance company's settlement offer in the **personal injury case**.

G. Rule 1.5(a), in that Respondent failed to charge Ms. Wilson a reasonable fee in **both matters**, because Respondent obtained payment for services she did not render in the **custody case** and retained all the proceeds due her client in the **personal injury case**;

H. Rule 1.5(b), in that Respondent failed to set forth in writing the basis or rate of the fee, the scope of the lawyer's representation, and the expenses for which the client will be responsible in the **personal injury case**;

I. Rule 1.5(c), in that, upon conclusion of the **personal injury case**, Respondent failed to provide her client with a written statement stating the outcome of the matter, the amount of recovery, and showing the remittance to her client and the method of its determination;

J. Rule 1.15(a), in that Respondent (1) engaged in intentional and/or reckless misappropriation of multiple clients' entrusted funds, including Ms. Wilson, (2) failed to hold separate from Respondent's own property the funds that Ms. Wilson paid Respondent in connection with the **custody case**, as well as those that Respondent obtained in settlement of her **personal injury case**, and (3) failed to maintain complete records of the entrusted funds of multiple clients, including Ms. Wilson, for a period of five years after termination of the representation;

K. Rule 1.15(c), in that, upon receiving funds in the **personal injury** case in which Ms. Wilson had an interest, Respondent failed to promptly notify or promptly deliver to her client the funds from her personal injury settlement that Ms. Wilson was entitled to receive; nor did Respondent promptly render a full accounting regarding Respondent's fees;

L. Rule 1.15(e), in that Respondent failed to maintain in trust the unearned fee that Ms. Wilson paid in the **custody case**;

M. Rule 1.16(d), in that, in connection with her termination of the representation in the **custody case**, Respondent failed to take timely steps to the extent reasonably practicable to protect her client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred;

N. Rule 8.4(b), in that, in connection with both cases, Respondent committed a criminal act (*theft under D.C. Code § 22-3211(a) and (b)*) that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;

O. Rule 8.4(c), in that Respondent engaged in dishonesty in the **custody case**, by overcharging Ms. Wilson for services Respondent failed to provide or unnecessarily performed, without refunding any of the fees she had been paid; and, in the **personal injury case**, by failing to turn over Ms. Wilson's share of the settlement and failing to reduce her fee as claimed to the medical provider;

P. Rule 8.4(d), in that Respondent seriously interfered with the administration of justice in the **custody case** and Disciplinary Counsel's investigation.

COUNT 5: Jean Harris
(Disciplinary Docket No. 2016-D382)

119. Jean Harris was involved in an automobile accident in the District of Columbia on September 26, 2016.

120. Shortly thereafter, Ms. Harris received a telephone call from an individual claiming to represent a law firm, who asked to visit her. Ms. Harris agreed and a few minutes later, a man came by asking if she would like the law firm Odelugo & Johnson to represent her. Ms. Harris agreed to have the firm represent her in a personal injury case. She did not sign a retainer agreement or receive any document regarding the scope of the representation or fees and costs.

121. The man, whose name Ms. Harris cannot recall, referred her to a specific medical provider for treatment.

122. In October 2016, Ms. Harris called the law firm on several occasions and left messages asking about the status of her case. She received no return call and never spoke with anyone associated with the firm again.

123. Sometime in late October 2016, Ms. Harris wrote Odelugo & Johnson terminating their services.

124. On November 1, 2016, she retained successor counsel.

125. By letter dated November 4, 2016, Respondent wrote Ms. Harris confirming that, “[p]ursuant to your request, this office will no longer represent you with regard to the above [-] referenced loss.”

126. In the meantime, on November 1, 2016, Ms. Harris filed a disciplinary complaint setting forth the lack of communication from Odelugo & Johnson before she fired the firm.

127. Disciplinary Counsel wrote Respondent enclosing Ms. Harris's complaint and asked for Respondent's substantive written response.

128. Respondent's response read in pertinent part:

Unfortunately, I do not have information concerning the allegations in the complaint. I never hired anyone to represent my law firm nor am I privy to the facts alleged in the complaint concerning contact with Ms. Harris and or her failure to receive a return call from my office. I have never spoken to her, I do not have a retainer from her, and I am not in receipt of a message from her.

If you have any questions, please feel free to call me.

Respondent's letter was misleading in that she attempted to induce Disciplinary Counsel to believe that she had never heard of or agreed to represent Ms. Harris.

Disciplinary Counsel's Charges in the Harris Case

129. Respondent violated the following Rules:

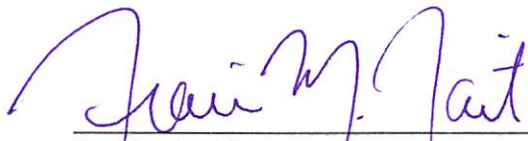
A. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty; and,

B. Rule 8.4(d), engaged in conduct that seriously interferes with the administration of justice.

Respectfully submitted,

A handwritten signature in blue ink, reading "Hamilton P. Fox, III", is written over a horizontal line.

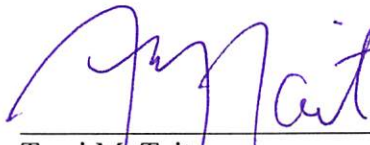
Hamilton P. Fox, III
Disciplinary Counsel


Traci M. Tait
Assistant Disciplinary Counsel

OFFICE OF DISCIPLINARY COUNSEL
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(202) 638-1501

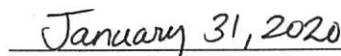
VERIFICATION

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


Traci M. Tait
Assistant Disciplinary Counsel

Subscribed and affirmed before me in the District of Columbia on April 24, 2018.


Notary Public


My Commission Expires

