

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

In re Archie L. Rich, Esquire

Respondent

**A Member of the Bar of the
District of Columbia Court of Appeals
Bar Number: 471754
Date of Admission: July 11, 2008**

Bar Docket Nos. 2013-D003, 2013-D181

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

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

In the Matter of

ARCHIE L. RICH, Esquire,

Respondent

**Member of the Bar of the District of
Columbia Court of Appeals**

Bar Number 471754

Date of Admission: July 11, 2008

**Bar Docket Nos. 2013-D003;
2013-D181**

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 D.C. Bar R. 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 by examination on July 11, 2008, and assigned Bar number 471754.
2. During the time relevant to these charges, Respondent was the managing attorney of The Rich Firm, PC. Respondent's practice focused mainly on personal injury and medical malpractice matters.

COUNT I

Misappropriation from Medical Providers and Client, Commingling of Funds, and Failure to Promptly Disburse Funds to Third Parties

3. At all times relevant to Count I (2012-2013), Respondent maintained a CitiEscrow “Control Account” ending in 2811, in the name of “The Rich Firm, P.C.” The 2811 account was not an IOLTA account. Respondent was the sole signatory on the 2811 account.

4. Frequently, but not always, Respondent first deposited or caused to be deposited client settlement checks from personal injury matters into “sub-accounts,” which were IOLTA accounts and designated for individual client matters. Respondent then transferred or caused to be transferred settlement funds from the sub-account to the 2811 account prior to disbursement.

5. Respondent also maintained a firm operating account ending in 3889.

6. As set forth below, Respondent delayed payments to multiple medical providers and misappropriated monies from multiple providers and one client.

June 2012 – August 9, 2012

(Thomas; E. Childs; M. Childs; Crossland; and Hubbard matters)

7. In or around June 2012, Respondent and/or his firm settled five client matters: *Thomas, E. Childs, M. Childs, Crossland and Hubbard*. In June 2012, Respondent deposited settlement proceeds from these matters into the 2811 account.

8. By July 3, 2012, the only funds Respondent had in his 2811 account were 1) funds related to the *Thomas, E. Childs, M. Childs, Crossland and Hubbard* matters; and 2) an additional \$88.90 which, for purposes of these disciplinary proceedings, Disciplinary Counsel assumes belonged to Respondent.

9. By July 3, 2012, Respondent had paid the clients in the *Thomas, E. Childs, M. Childs, Crossland and Hubbard* matters their share of settlement proceeds. The medical

providers associated with these matters had not yet been paid. According to the disbursement sheets in these matters, Respondent's clients had authorized Respondent to disburse a total of \$11,828.36 to the various medical providers listed on the disbursement sheets.

10. In the *Thomas* matter, Respondent failed to pay the client's medical provider listed on the disbursement sheet (Metro Medical Clinics) for more than six months after receiving settlement funds and written authorization from the client to pay that provider. See ¶ 33 (original check returned for insufficient funds), *infra*.

11. In the *E. Childs* and *Hubbard* matter, Respondent failed to pay any of the clients' medical providers listed on the disbursement sheets for at least six months after receiving settlement funds and written authorization from the clients to pay those providers. These providers were listed as: Southern Maryland Hospital; Medical Emergency Professionals LLC; Prince George County MD/Fire EMS; and Metro Medical Clinics.

12. In the *M. Childs* matter, Respondent failed to pay three providers listed on the disbursement sheet for more than two months after receiving settlement funds and written authorization from the client to pay those providers. These providers were listed as: Southern Maryland Hospital; Medical Emergency Professionals LLC; and Prince George County MD/Fire EMS.

13. In the *Crossland* matter, Respondent failed to pay one provider for at least six months after receiving settlement funds and written authorization from the client to pay that provider.¹ Respondent failed to pay another provider listed on the disbursement sheet (Metro

¹ The disbursement sheet in the *Crossland* matter lists "Medical Emergency Physicians" as one of the client's medical providers; however, this appears to be a typographical error. The money was in fact owed to Medical Emergency Professionals, LLC, and the monies were not promptly paid.

Medical Clinics) for more than two months after receiving settlement funds and written authorization from the client to pay that provider.

14. On July 3, 2012, without depositing any additional funds in the 2811 account or paying any medical providers, Respondent caused to be transferred \$9,333.33 from the 2811 account into his operating account, bringing the balance to \$5,670.73 and thereby misappropriating more than \$6,000 from the amount owing the medical providers.

15. The following table summarizes the transactions on Respondent's 2811 account for the time period of June 20, 2012 through July 4, 2012 (discussed *supra*). The table includes deposits to, and disbursements from, the account and the date of those transactions. The table also includes the amounts owing to clients and medical providers on each cited date—in other words, the amount of money Respondent was required to be holding on behalf of other parties. Finally, it includes the actual closing balance of the 2811 account on those dates.

DATE	ACTIVITY (+) = deposits (-) = disbursements	REQUIRED CLOSING BALANCE (total funds owing clients and medical providers; does not include monies owed Respondent)	ACTUAL CLOSING BALANCE
6/20/12	(+) \$7,400 <i>Thomas</i> settlement transferred from <i>Thomas</i> sub- account	\$4,927	\$7,488.90

DATE	ACTIVITY	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
6/28/12	<p>(+)</p> <p>\$5,300 <i>Crossland</i> settlement transferred from <i>Crossland</i> sub-account</p> <p>\$7,750 <i>Hubbard</i> settlement transferred from <i>Hubbard</i> sub-account</p> <p>\$7,800 <i>E. Childs</i> settlement transferred from <i>E. Childs</i> sub-account</p> <p>\$7,900 <i>M. Childs</i> settlement transferred from <i>M. Childs</i> sub-account</p> <p>(-)</p> <p>Check 1326 posts, \$2,937 settlement share to <i>Thomas</i> client</p>	\$24,563.20	\$33,301.90
6/29/12	<p>(-)</p> <p>\$5,500 transfer to operating account</p>	\$21,626.20	\$27,801.90

DATE	ACTIVITY	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
7/2/12	(-) \$3,000 transfer to operating account Check 1329 posts; \$2153.52 share to <i>M. Childs</i> client Check 1327 posts; \$2,257.24 share to <i>Crossland</i> client Check 1337 posts; \$2,575.04 share to <i>E. Childs</i> client Check 1338 posts; \$2812.04 share to <i>Hubbard</i> client	\$11,828.36 (all funds owing clients have been paid, required balance reflects monies owing medical providers)	\$15,004.06
7/3/12 through 7/4/12	(-) \$9,333.33 transfer to operating account	\$11,828.36	\$5,670.73 (\$6157.63 below required balance) Misappropriated to date: \$6,157.63

July 5 2012 – August 13, 2012
(Dudley; Mickens; Johnson; Holland and Alami matters)

16. By July 19, 2012, Respondent had settled four additional matters: *Dudley, Mickens, Johnson, and Holland*. By July 19, 2012, Respondent caused to be deposited settlement proceeds from these matters into the 2811 account.

17. By July 24, 2012, Respondent had paid the clients in *Dudley, Mickens, Johnson,* and *Holland* their share of the settlement proceeds. Prior to July 24, 2012, all four clients had signed disbursement sheets which authorized Respondent to disburse monies to the listed medical providers.

18. By July 24, 2012, none of the medical providers associated with the *Thomas, Hubbard, E. Childs, M. Childs,* or *Crossland* matters had been paid any of the monies owed to them. Accordingly, given the addition of the medical payments owing in *Dudley, Mickens, Johnson,* and *Holland,* Respondent was now obligated to hold \$24,201.47 in trust for his clients' medical providers.

19. On July 31, 2012, three checks payable to Metro Medical Clinics, a medical provider, posted to the 2811 account. The checks were in connection with the *M. Childs, Dudley,* and *Mickens* matter, and totaled \$5,092. Accordingly, as of July 31, 2012, Respondent was now obligated to hold \$19,109.47 in trust.

20. Also in July 2012, another matter, *Alami,* settled. Respondent did not represent Mr. Alami at trial, but shared the fee. Respondent caused to be deposited his fees into the 2811 account, thereby commingling personal funds with client and third-party funds.

21. On August 2, 2012, without depositing any other funds, Respondent transferred or caused to be transferred \$10,000 from the 2811 account into a different account, again bringing the balance in the 2811 account below what he was required to maintain for the payment of medical providers.

22. On August 9, 2012, without depositing any other funds, Respondent caused to be transferred an additional \$9,000 from the 2811 account into his operating account, bringing the

balance to \$4,521.84 and misappropriating more than an additional \$8,000 in medical provider funds.

23. In the *Johnson* matter, Respondent did not pay the client's medical provider listed on the disbursement sheet (Phillips & Green, MD) for more than two and one-half years after receiving settlement funds and written authorization from the client to pay that provider. See ¶¶ 67-73 *infra* (regarding multiple payments in *Johnson* matter).

24. In the *Mickens* matter, Respondent failed to pay one provider listed on the disbursement sheet (Medical Emergency Prof., LLC) for at least five months after receiving settlement funds and written authorization from the client to pay that provider.

25. In the *Holland* matter, Respondent failed to pay one provider listed on the disbursement sheet (Washington Spine and Injury Center) for more than two months after receiving settlement funds and written authorization from the client to pay that provider.

26. The following table summarizes the transactions on Respondent's 2811 account for the time period of July 5, 2012 through August 13, 2012 (discussed at ¶16 through ¶22, *supra*). The table includes deposits to, and disbursements from, the account and the date of those transactions. The table also includes the amounts owing to clients and medical providers on each cited date—in other words, the amount of money Respondent was required to be holding on behalf of other parties. Finally, it includes the actual closing balance of the 2811 account on those dates:

DATE	ACTIVITY (+) / (-) (+) = deposits (-) = disbursements	REQUIRED CLOSING BALANCE (total funds owing clients and medical providers; does not include monies owed Respondent)	ACTUAL CLOSING BALANCE
7/5/12	(+) \$6,000 <i>Dudley</i> settlement deposit \$7,000 <i>Mickens</i> settlement deposit \$87,500 <i>Johnson</i> settlement deposit (-) \$29,166.66 transfer to operating account	\$75,378.51	\$77,004.07
7/6/12	(-) Check 1339 posts; \$2,558 share to <i>Dudley</i> client Check 1341 posts; \$2,892.80 share to <i>Mickens</i> client Check 1345 posts; \$50,477.39 share to <i>Johnson</i> client	\$19,450.32	\$21,075.88

DATE	ACTIVITY	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
7/18/12	(+) \$3,900 transfer from <i>Alami</i> sub-account into 2811 account (commingling) (-) \$3,900 transfer to operating account	\$19,450.32	\$21,075.88
7/19/12	(+) 20,500 <i>Holland</i> settlement deposit (-) \$6,833 transfer to operating account Checks 1350, 1349 and 1351 post, all to <i>Holland</i> client--his total share of settlement proceeds	\$24,201.47	\$26,013.84
7/24/12	(+) \$4,000 transfer from <i>Alami</i> sub-account (commingling) (-) \$1,400 transfer into operating account	\$24,201.47	\$28,613.84

DATE	ACTIVITY	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
7/31/12	(-) Check 1340 posts; \$1,442, payment to <i>Dudley's</i> only medical provider Check 1342 posts; \$1,500, payment to one of two <i>Mickens'</i> medical providers Check 1330 posts; \$2,150, payment to one of four <i>M.</i> <i>Childs'</i> medical providers	\$19,109.47	\$23,521.84
8/2/12	(-) \$10,000 transfer to operating account	\$19,109.47	\$13,521.84 (\$5,587.63 below required balance)
8/9/12 through 8/13/12	(-) \$9,000 transfer to operating account	\$19,109.47	\$4,521.84 (\$14,587.63 below required balance) Additional \$8,430 misappropriated Misappropriated to date: \$14,587.63

August 14 – August 29, 2012
(Mitchell matter / Returned Check in the Thomas matter)

27. On August 14, 2012, after settling another matter (*Mitchell*), Respondent caused to be deposited the \$12,000 settlement check from the *Mitchell* matter directly into the 2811 account.

28. As of August 14, no funds owing medical providers had been paid other than those referenced in ¶ 19. Accordingly, as of the *Mitchell* settlement (which included the obligation to pay \$3,500 to Ms. Mitchell's medical provider), Respondent was obligated to hold \$27,109.47 in trust to pay providers and the *Mitchell* client. However, the balance on the 2811 account stood at \$16,521.84.

29. On August 15, 2012, without depositing any additional funds, and only being owed \$4,000 in connection with the *Mitchell* matter, Respondent caused to be transferred \$6,000 from the 2811 account into his operating account, bringing the balance on the 2811 account to \$10,521.84 and misappropriating an additional \$2,000.

30. On August 20, 2012, without depositing any additional funds, Respondent caused to be transferred an additional \$3,500 from the 2811 account and into his operating account, bringing the balance to \$7,021.84 and thereby misappropriating an additional \$3,500. Although identical in amount to funds owed the *Mitchell* medical provider referenced in ¶28, these funds were not used to pay that provider.

31. On August 20, 2012, the check for the *Mitchell* client's share of the settlement proceeds (\$4,500) posted to the 2811 account. This brought the balance of the 2811 account to \$2,521.84.

32. On August 24, 2012, without depositing any additional funds, and without paying medical providers other than the payments referenced in ¶ 19, Respondent caused to be transferred

an additional \$2,000 from the 2811 account into his operating account, bringing the balance to \$521.84 and thereby misappropriating an additional \$2,000 from medical providers.

33. On or around August 28, 2012, Metro Medical Clinics attempted to cash the check for their charges in the *Thomas* matter (\$1,990). This would have brought the account into a negative balance and the check was returned for insufficient funds. The bank charged Respondent a \$35 returned check fee, creating a new balance of \$486.84.

34. The following table summarizes the transactions on Respondent's 2811 account for the time period of August 14, 2012 through August 29, 2012, discussed at ¶27 through ¶33, *supra*). The table includes deposits to, and disbursements from, the account and the date of those transactions. The table also includes the amounts owing to clients and medical providers on each cited date—in other words, the amount of money Respondent was required to be holding on behalf of other parties. Finally, it includes the actual closing balance of the 2811 account on those dates:

DATE	ACTIVITY (+) / (-) (+) = deposits (-) = disbursements	REQUIRED CLOSING BALANCE (total funds owing clients and medical providers; does not include monies owed Respondent)	ACTUAL CLOSING BALANCE
8/14/12	(+) \$12,000 <i>Mitchell</i> settlement deposit	\$27,109.47	\$16,521.84 (\$10,587.63 below required balance)

DATE	ACTIVITY	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
8/15/12	(-) \$6,000 transfer to operating account	\$27,109.47	\$10,521.84 (\$16,587.63 below required balance) Additional \$2,000 misappropriated Misappropriated to date: \$16,587.63
8/20/12	(-) \$3,500 transfer to operating account Check 1354 posts; \$4,500 share to <i>Mitchell</i> client	\$22,609.47	\$2,521.84 (\$20,087.63 below required balance) Additional \$3,500 misappropriated Misappropriated to date: \$20,087.63
8/24/12	(-) \$2,000 transfer to operating account	\$22,609.47	\$521.84 (\$22,087.63 below required balance) Additional \$2,000 misappropriated Misappropriated to date: \$22,087.63

8/28/ through 8/29	<p>(N/A)</p> <p><i>Thomas</i> medical provider attempts to cash check 1328 for \$1,990, check is returned for NSF</p> <p>(-)</p> <p>Bank assesses \$35 returned check fee</p>	\$22,609.47	<p>\$486.84</p> <p>(\$22,122.63 below required balance)</p> <p>Additional \$35 misappropriated</p> <p>Misappropriated to date: \$22,122.63</p>
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August 30, 2012 – September 25, 2012
(Stewart, Richards, Wilson, and Forde matters / Commingling)

35. Following the returned check in the *Thomas* matter, and as set forth herein, Respondent added to the balance of the 2811 account through multiple deposits of personal funds (commingling). Respondent also misappropriated further medical provider funds and, in at least one instance, funds owed to one of his clients.

36. Respondent commingled funds as follows:

a. On August 31, 2012, Respondent transferred, or caused to be transferred, \$4,200 into the 2811 account in connection with another matter, but debited that amount back out the same day. Respondent contends these funds belonged to him; if true, this constituted a brief commingling of funds;

b. On September 4, 2012, Respondent deposited, or caused to be deposited, a check from the Commonwealth of Virginia in the amount of \$5,981.25 into the 2811

account, which were earned fees awarded to one of Respondent's associates for serving as special counsel;

c. On September 13, 2012, Respondent deposited, or caused to be deposited, \$12,000 in personal funds into the 2811 account; and

d. On September 17, 2012, Respondent deposited, or caused to be deposited, a check for \$4,070 from "Reach Local, Inc.," which Respondent asserts was from a local vendor and was not client funds. If true, this constituted further commingling of funds.

37. During this same time period (August through September), Respondent also settled four additional matters: *Stewart*, *Richards*, *Wilson*, and *Forde*. According to the disbursement sheets in these matters, all clients had authorized Respondent to disburse monies to the listed medical providers by September 25, 2012.

38. In the *Stewart* matter, Respondent deposited or caused to be deposited the \$9,000 settlement check directly into the 2811 account on August 30. That same day, he transferred or caused to be transferred the \$9,000 into an IOLTA sub-account. He then transferred 1) \$3,000 from the sub-account into the 2811 account, and 2) \$3,000 from the 2811 account into his operating account, effectively collecting his \$3,000 in fees. He transferred the remaining \$6,000 from the *Stewart* sub-account into the 2811 account the following day.

39. On September 6, 2012, a \$3,500 check in payment to the *Mitchell* medical provider posted to the 2811 account. A \$4,293.61 check to the *Stewart* client also posted.

40. In the *Richards* matter, Respondent deposited, or caused to be deposited, the \$8,500 settlement directly into the 2811 account on September 7, 2012.

41. On September 7, 2012, Respondent made two separate transfers to his operating account totaling \$6,833.33

42. In the *Wilson* matter, Respondent initially deposited or caused to be deposited the \$5,500 settlement directly in the 2811 account on September 13, 2012. He transferred the funds into an IOLTA sub-account later that day, and then back into the 2811 account on September 19, 2012.

43. On September 14, 2012, Respondent transferred \$4,000 in funds from the 2811 account to his operating account.

44. On September 19, 2012, Respondent made two separate transfers from the 2811 account to his operating account, totaling \$5,833.33.

45. In the *Forde* matter, Respondent deposited or caused to be deposited the \$12,000 settlement into an IOLTA sub-account on September 18. On September 21 he transferred or caused to be transferred the funds to his 2811 account and immediately withdrew \$4,000 that same day.

46. By September 25, 2012, Respondent had paid the *Stewart, Richards* and *Wilson* clients their share of settlement proceeds. However, Respondent had not paid anything to the *Forde* client. In addition, no medical providers other than those referenced in ¶¶ 19 and 39 had been paid, and pursuant to the settlement sheets in all matters, Respondent was obligated to hold at least \$32,546.12 in trust. The 2811 account balance, however, stood at \$14,613.82.

47. In the *Forde* matter, Respondent failed to pay the provider listed on the disbursement sheet (Anacostia Neck and Back Pain Center) for more than eight months after receiving settlement funds and written authorization from the client to pay that provider.

48. The following table summarizes the transactions on Respondent's 2811 account for the time period of August 30, 2012 through September 25, 2012 (discussed at ¶35 through ¶46, *supra*). The table includes additions to, and subtractions from, the account and the date of those

transactions. The table also includes the amounts owing to clients and medical providers on each cited date—in other words, the amount of money Respondent was required to be holding on behalf of other parties. Finally, it includes the actual closing balance of the 2811 account on those dates:

DATE	ACTIVITY (+) / (-) (+) = deposits (-) = disbursements	REQUIRED CLOSING BALANCE (total funds owing clients and medical providers; does not include monies owed Respondent)	ACTUAL CLOSING BALANCE
8/30/12	<p><i>See ¶38:</i></p> <p>(+) \$9,000 deposit of <i>Stewart</i> settlement</p> <p>(-) \$9,000 transfer into <i>Stewart</i> sub-account</p> <p>(+) \$3,000 transfer into 2811 account from <i>Stewart</i> sub-account)</p> <p>(-) \$3,000 transfer into operating account</p>	<p>\$22,609.47</p> <p>(on 8/30, the required balance on the 2811 account was unaffected by the <i>Stewart</i> settlement, as the amount owing the client and his medical provider was in the <i>Stewart</i> sub-account, along with \$61.39 in costs owing to Respondent)</p>	<p>\$486.84</p> <p>(\$22,122.63 below required balance)</p>

DATE	ACTIVITY (+) / (-)	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
8/31/12	(+) \$4,200 of claimed personal funds into account (commingling) \$6,000 transfer from <i>Stewart</i> sub-account (-) \$4,200 transfer to operating account	\$28,548.08 (reflects <i>Stewart</i> settlement funds returning to 2811 account)	\$6,486.84 (\$22,061.24 below required balance)
9/4/12	(+) \$5981.25 deposit of earned fees (commingling)	\$28,548.08	\$12,468.09 (\$16,079.99 below required balance)
9/6/12	(-) Check 1356 posts; \$4,293.61 share to <i>Stewart</i> client Check 1353 posts; \$3,500 share to <i>Mitchell</i> provider	\$20,754.47	\$4,674.48 (\$16,079.99 below required balance)
9/7/12	(+) \$8,500 deposit of <i>Richards</i> settlement (-) \$2833.33 transfer to operating account \$4,000 transfer to operating account	\$26,421.47	\$6,341.15 (\$20,080.32 below required balance)

DATE	ACTIVITY (+) / (-)	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
9/13/12	(+) \$5,500 deposit of <i>Wilson</i> settlement \$12,000 deposit of personal funds (commingling) (-) \$5,500 transfer to <i>Wilson</i> sub-account \$6,000 transfer to operating account	\$26,421.47 (from 9/13 to 9/19, the required balance on the 2811 account was unaffected by the <i>Wilson</i> settlement, as the amount owing the client and her medical provider was in the <i>Wilson</i> sub- account, along with \$1,833 owing to Respondent)	\$12,341.15 (\$14,080.32 below required balance)
9/14/12	(-) \$4,000 transfer to operating account	\$26,421.47	\$8,341.15 (\$18,080.32 below required balance)
9/17/12	(+) \$4,070 deposit of claimed personal funds (commingling)	\$26,421.47	\$12,411.15 (\$14,010.32 below required balance)

DATE	ACTIVITY (+) / (-)	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
9/19/12	(+) \$5,500 <i>Wilson</i> settlement funds from sub-account (-) \$1,833.33 transfer to operating account \$4,000 transfer to operating account	\$30,088.47	\$12,077.82 (\$18,010.65 below required balance)
9/21/12	(+) \$12,000 <i>Forde</i> settlement deposit (-) \$4,000 transfer to operating account	\$38,010.12	\$20,077.82 (\$17,932.30 below required balance)
9/25/12	(-) Check 1361 posts; \$2,167 share to <i>Wilson</i> client Check 1357 posts; \$3,297 share to <i>Richards</i> client	\$32,546.12	\$14,613.82 (\$17,932.30 below required balance)

September 26, 2012 – October 26, 2012
(Andre, Payne, and Sellers matters / Misappropriation from Andre client and Medical Providers / Overdraft Status)

49. Thereafter, Respondent settled three other matters (*Andre, Payne* and *Sellers*). On September 26, 2012, Respondent deposited or caused to be deposited the \$85,000 settlement from the *Andre* matter into the 2811 account and immediately debited \$28,333.33. This amount constituted 1/3rd of the settlement proceeds. However, Respondent's firm had filed suit in the *Andre* matter and under the terms of the retainer Respondent and his firm were entitled to 40% of the settlement amount (a remaining balance of \$5,666.67). Taking this into account, Respondent was obligated to maintain \$38,322.52 in trust for the *Andre* client and \$12,497.03 in trust for her Medicare lien. In total, Respondent was obligated to hold \$83,365.67 in trust for client matters since and including the *Thomas* matter.

50. On September 27, 2012, the check to the *Forde* client for her share of the settlement proceeds posted. Accordingly, Respondent was now obligated to hold at least \$77,466.52 in trust.

51. On September 28, 2012, checks to some (but not all) of the medical providers from past matters began posting to the 2811 account.

52. On October 3, 2012, the *Holland* medical provider check posted to the 2811 account, bringing the balance to \$55,576.67. At the time, Respondent had not yet paid the *Andre* client and multiple medical providers.

53. On October 4, 2012, Respondent transferred or caused to be transferred \$12,497.03 into the *Andre* IOLTA sub-account (the exact amount of the Medicare lien listed on the settlement sheet in the *Andre* matter). Checks for outstanding medical provider expenses in two other cases also posted on October 4. Accordingly, Respondent was now obligated to hold in the 2811 account

at least \$54,484.86 in trust for matters since the returned *Thomas* check (\$38,322.52 for the *Andre* client and \$16,162.34 for the remaining unpaid medical providers).

54. Prior to October 9, 2012, Respondent had settled one other matter—*Payne*. He deposited or caused to be deposited \$8,779.33 in settlement funds from this matter into an IOLTA sub-account. On October 9, 2012, he still had not transferred those *Payne* settlement funds to the 2811 account; however, Respondent paid the *Payne* client \$5,075.33 out of the 2811 account, bringing the balance in the 2811 account to \$37,324.35—below the amount owing to the *Andre* client.

55. On October 10, 2012, Respondent, without obtaining any reduction in the *Andre* Medicare lien, transferred or caused to be transferred \$5,666 into the 2811 account from the *Andre* sub-account and used at least a portion of those funds to pay the *Andre* client her share of the settlement.

56. On October 16, 2012, Respondent belatedly transferred the \$8,779.33 in settlement funds from the *Payne* IOLTA sub-account to the 2811 account, and transferred \$3,666.66 to his operating account.

57. Prior to October 17, 2012, Respondent settled another matter—*Sellers*. He deposited or caused to be deposited the settlement proceeds from this matter into an IOLTA sub-account, but on October 17 he transferred his fees of \$46,000 into the 2811 account, such that \$64,000 in client funds and costs remained in the *Sellers* sub-account. This brought the 2811 account balance to \$55,780.50. Respondent did not remove his fees from the 2811 account. He also wrote a check to the *Sellers* client on the 2811 account around this time.

58. On October 17, 2012, a \$100 check to a medical provider from the *Richards* matter posted to the 2811 account, bringing the balance to \$55,680.50.

59. On October 19, 2012, Respondent transferred or caused to be transferred \$10,000 from the 2811 account into the 3889 account, bringing the balance in the 2811 account to \$45,680.50.

60. On October 19, 2012, a \$1,645 check to the *Stewart* medical provider posted to the 2811 account, bringing the balance to \$44,035.50.

61. On October 26, 2012, a Friday, the check to the *Sellers* client (for \$57,216) posted to the 2811 account, although Respondent had not yet transferred the applicable client funds from the *Sellers* sub-account, resulting in an overdraw of the 2811 account. Respondent thereby misappropriated over \$3,000 in additional funds owed to Medicare and medical providers from matters settled since and including the *Thomas* matter.

62. The funds belonging to the *Sellers* client were transferred to the 2811 account the following Monday (October 29, 2012).

63. The following table summarizes the transactions on Respondent's 2811 account for the time period of September 26, 2012 through October 26, 2012 (discussed at ¶49 through ¶62, *supra*). The table includes additions to, and subtractions from, the account and the date of those transactions. The table also includes the amounts owing to clients and medical providers on each cited date—in other words, the amount of money Respondent was required to be holding on behalf of other parties. Finally, it includes the actual closing balance of the 2811 account on those dates:

DATE	ACTIVITY (+) / (-) (+) = deposits (-) = disbursements	REQUIRED CLOSING BALANCE (total funds owing clients and medical providers; does not include monies owed Respondent)	ACTUAL CLOSING BALANCE
9/26/12	(+) \$85,000 <i>Andre</i> settlement deposit (-) \$28,333.33 transfer to operating account	\$83,365.67 (reflects additional funds now owing <i>Andre</i> client, her medical provider (Medicare), and remaining fees owing Respondent)	\$71,280.49 (\$12,085.18 below required balance)
9/27/12	(-) Check 1372 posts; \$5,899.15 to <i>Forde</i> client	\$77,466.52	\$65,381.34 (\$12,085.18 below required balance)
9/28/12	(-) Check 1334 posts, \$123.52 to <i>M. Childs</i> medical provider Check 1332 posts; \$540 to <i>M. Childs</i> medical provider (one <i>M. Childs</i> provider still outstanding)	\$76,803.00	\$64,717.82 (\$12,085.18 below required balance)

DATE	ACTIVITY (+) / (-)	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
10/02/12	(-) Check 1335 posts; \$1,000 to one of two <i>Crossland</i> medical providers Check 1362 posts; \$1,500 to only <i>Wilson</i> medical provider Check 1358 posts; \$1,890 to one of three <i>Richards</i> medical providers	\$72,413.00	\$60,327.82 (\$12,085.18 below required balance)
10/3/12	(-) Check 1347 posts; \$4,751.15 to <i>Holland</i> medical provider	\$67,661.85	\$55,576.67 (\$12,085.18 below required balance)
10/4/12	(-) \$12,497.03 transfer to <i>Andre</i> sub-account (exact amount of Medicare lien in <i>Andre</i> matter) Check 1333 posts; \$299.96 to <i>M. Childs</i> last medical provider Check 1360 posts; \$380 to <i>Richards</i> medical provider (one provider outstanding)	\$54,484.86	\$42,399.68 (\$12,085.18 below required balance)

DATE	ACTIVITY (+) / (-)	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
10/9/12	(-) Check 1376 posts; \$5,075.33 to <i>Payne</i> client (this check was paid before the full <i>Payne</i> settlement funds had been transferred from a sub-account)	\$54,484.86	\$37,324.35 (\$17,160.51 below required balance)
10/10/12	(+) \$5,666 transfer from <i>Andre</i> sub-account (-) Check 1377 posts; \$38,322.52 to <i>Andre</i> Client	\$21,828.34	\$4,667.83 (\$17,160.51 below required balance)
10/16/12	(+) \$8,779.33 transfer from <i>Payne</i> sub- account (-) \$3,666.66 transfer to operating account	\$26,903.33	\$9,780.50 (\$17,122.83 below required balance)
10/17/12	(+) \$46,000, partial transfer of funds from <i>Sellers</i> sub-account (-) Check 1359 posts; \$100 to last <i>Richards</i> medical provider	\$26,803.33	\$55,680.50

DATE	ACTIVITY (+) / (-)	REQUIRED CLOSING BALANCE	ACTUAL CLOSING BALANCE
10/19/12	(-) \$10,000 transfer to operating account Check 1383 posts; \$1645 to only <i>Stewart</i> medical provider	\$25,158.33	\$44,035.50
10/26/12	(-) Check 1378 posts; \$57,216 to <i>Sellers</i> client	\$25,158.33	(-) \$13,180.50 Additional \$3,035.70 misappropriated Misappropriated to date: \$25,158.33

64. As set forth *supra*, the balance in the 2811 account was over \$10,000 below what it was required to be from August 13, 2012 to October 16, 2012.

65. As set forth *supra*, Respondent misappropriated approximately \$25,000.

66. Respondent's conduct violated the following provisions of the Rules of Professional Conduct:

- a. Rule 1.15(a), in that Respondent engaged in reckless or intentional misappropriation;
- b. Rule 1.15(a), in that Respondent engaged in commingling; and

c. Rule 1.15(c), in that Respondent failed to promptly pay parties funds they were entitled to receive.

COUNT II

False Information Provided to Medical Providers in Negotiations

67. In multiple client matters, letters from one of Respondent's paralegals were sent to medical providers stating: 1) insurance companies had made "final" offers; 2) purported final offer amounts which were lower than the amounts that the matters actually settled for; and 3) that Respondent's firm had agreed to reduce its fees to facilitate settlement. In some of these matters, the insurance companies had already made settlement offers higher than what was represented; in other matters, the parties were still negotiating.

68. Specifically, the representations in the letters to medical providers as to "final" settlement offers (compared to the actual settlement amounts) are as follows:

<u>Client Matter</u>	<u>Purported Final Settlement Offer by Insurance Company, As Represented to Medical Provider</u>	<u>Actual Settlement Amount</u>
<i>Johnson</i>	\$12,000	\$87,500
<i>Holland</i>	\$9,500	\$20,500
<i>Mitchell</i>	\$5,000	\$12,000
<i>Forde</i>	\$5,100	\$12,000
<i>Thomas</i>	\$5,500	\$7,400
<i>Hubbard</i>	\$6,375	\$7,750
<i>Childs, E.</i>	\$5,800	\$7,800

<i>Childs M.</i>	\$6,200	\$7,900
<i>Crossland</i>	\$2,250	\$5,300
<i>Dudley</i>	\$4,405	\$6,000
<i>Mickens</i>	\$4,405	\$7,000
<i>Stewart</i>	\$5,000	\$9,000
<i>Richards</i>	\$5,000	\$8,500
<i>Wilson</i>	\$3,200	\$5,500

69. In at least one case (the *Johnson* matter), the case already had settled for the higher amount at the time of the representation concerning a final settlement offer.

70. Respondent did not inform the medical providers when the matters ultimately settled for a higher amount than represented.

71. Respondent did not reduce his fees in connection with any of the above-referenced matters. He did not inform the medical providers of this fact.

72. In the *Johnson* matter, which settled on June 27, 2012, the outstanding balance to the medical provider was \$4,435. In March 2015, Respondent offered the provider \$3,500 “in full resolution of any outstanding invoices.”

73. The *Johnson* medical provider accepted Respondent’s offer. However, upon learning that the settlement amount had been misrepresented, the medical provider demanded the remaining balance and Respondent complied.

74. Respondent maintains that he was not aware that medical providers were being provided false information and/or that those providers agreed to reduce their fees based on false information, and that his paralegal was operating on her own in connection with negotiating with

the medical providers. Assuming, for purposes of these proceedings only, that this were true, Respondent violated the following Rules of Professional Conduct:

a. Rule 5.3(a), in that Respondent failed to make reasonable efforts to ensure that his firm had in effect measures giving reasonable assurance that his paralegal's conduct was compatible with his professional obligations, and

b. Rule 5.3(b), in that Respondent failed to make reasonable efforts to ensure that his paralegal's conduct was compatible with his professional obligations.

COUNT III
Turner Matter

75. On February 3, 2007, Vance L. Turner was injured in an automobile accident in Washington, D.C.

76. On August 1, 2008, Mr. Turner retained Respondent and the Rich Law Firm to represent him in the matter. Pursuant to his retainer agreement, Respondent agreed to "prosecute all claims . . . for [his] client's injuries and damages sustained in an accident on or about February 03, 2007."

77. Between August 2008 and February 2010, Respondent attempted to settle the case with Geico.

78. In the months leading up to February 3, 2010 (the date the statute of limitations would expire), Respondent did not discuss the option of filing suit with Mr. Turner or advise him of the approaching statute of limitations.

79. Respondent did not file suit on behalf of Mr. Turner before the statute of limitations expired.

80. Sometime after February 3, 2010, Respondent met with Mr. Turner to inform him that the statute of limitations had run on his claim. Mr. Turner subsequently hired separate counsel to represent him in a legal malpractice claim against Respondent.

81. Respondent's conduct violated the following provisions of the Rules of Professional Conduct:

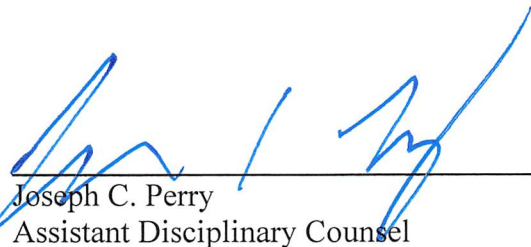
a. Rule 1.1(a) and (b), in that Respondent failed to provide competent representation and serve his client with the skill and care commensurate with that generally afforded to clients by other lawyers in similar matters;

b. Rule 1.3(a) and (c), in that Respondent failed to represent his client zealously and diligently and/or that he failed to act with reasonable promptness in representing his clients; and

c. Rule 1.4(a) and (b), in that Respondent failed to keep his client reasonably informed about the status of his matter and failed to explain the matter to the extent reasonably necessary to permit his client to make informed decisions about the representation.

Respectfully submitted,

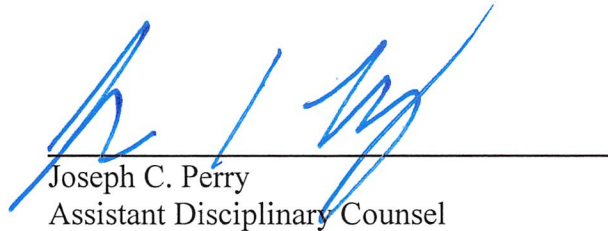

Hamilton P. Fox, III
Disciplinary Counsel


Joseph C. Perry
Assistant Disciplinary Counsel

OFFICE OF DISCIPLINARY COUNSEL
515 Fifth Street, N.W.
Building A, Room 117
Washington, D.C. 20001
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VERIFICATION

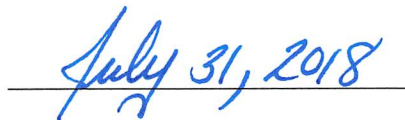
I do affirm that I verily believe the facts stated in the Specification of Charges to be true.



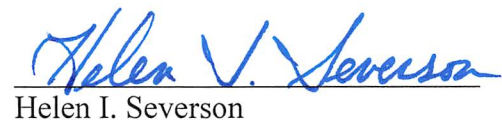
Joseph C. Perry
Assistant Disciplinary Counsel

Subscribed and affirmed before me in the District of Columbia this 15th day of May 2018.

My Commission Expires:



July 31, 2018



Helen I. Severson
Notary Public

