THIS REPORT IS NOT A FINAL ORDER OF DISCIPLINE*

DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY
AD HOC HEARING COMMITTEE

In the Matter of:	:	
	:	
RACHELLE YOUNG,	:	
	:	Board Docket No. 23-ND-005
Respondent.	:	Disciplinary Docket Nos. 2021-D020,
	:	2021-D021, & 2022-D208
A Member of the Bar of the	:	
District of Columbia Court of Appeals	:	
(Bar Registration No. 997809)	:	
	:	
JOHN P. MAHONEY,	:	
	:	Board Docket No. 23-ND-005
Respondent.	:	Disciplinary Docket Nos. 2021-D054,
	:	2021-D059, 2021-D172, 2022-D209,
A Member of the Bar of the	:	& 2023-D089
District of Columbia Court of Appeals	:	
(Bar Registration No. 442839)	:	

REPORT AND RECOMMENDATION OF AD HOC HEARING COMMITTEE
APPROVING PETITIONS FOR NEGOTIATED DISCIPLINE

I. PROCEDURAL HISTORY

This matter came before the Ad Hoc Hearing Committee on February 14, 2024, for a limited hearing on two Petitions for Negotiated Discipline: An Amended Petition for Negotiated Discipline signed by Respondent Rachelle Young on February 7, 2024 (the "Young Petition") and a Petition for Negotiated Discipline signed by Respondent John P. Mahoney on October 16, 2023 (the "Mahoney

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* Consult the 'Disciplinary Decisions' tab on the Board on Professional Responsibility's website (www.dcattorneydiscipline.org) to view any subsequent decisions in this case.

Petition").[1] Respondents Young and Mahoney appeared at the hearing and were both represented by Justin Flint. The Office of Disciplinary Counsel was represented by Assistant Disciplinary Counsel Jerri Dunston.

The Hearing Committee has carefully considered the Petitions signed by Disciplinary Counsel, Respondents, and Respondents' counsel; the supporting affidavits submitted by Respondents (the "Young Affidavit" and the "Mahoney Affidavit"); the representations during the limited hearing made by Respondents, Respondents' counsel, and Disciplinary Counsel; the written statements submitted by complainants Kristen Allen, Joneta Abella Saceda, and Said Amir Zadran; and the oral statements given at the hearing by Ms. Saceda and complainant Anthony Tranumn, taken pursuant to Board Rule 17.4(g). The Hearing Committee also has fully considered the Chair's *in camera* review of Disciplinary Counsel's files and records and *ex parte* communications with Disciplinary Counsel, pursuant to Board Rule 17.4(h). For the reasons set forth below, the Hearing Committee finds that the negotiated discipline of a thirty-day suspension, fully stayed in favor of one year of probation with conditions for Ms. Young and a sixty-day suspension, with thirty days stayed in favor of one year of probation with conditions for Mr. Mahoney are justified and recommends that they be imposed by the Court.

[1] The factual stipulations and Rule violations in the Petitions mirror those contained in the Specifications of Charges filed against Respondents on September 14, 2023 and assigned Board Docket Nos. 23-BD-041 and 23-BD-042. The contested cases were consolidated pursuant to a Board order dated October 13, 2023.

II. YOUNG PETITION: FINDINGS PURSUANT TO D.C. BAR R. XI, § 12.1(c) AND BOARD RULE 17.5.

The Hearing Committee, after full and careful consideration, finds that:

1. The Young Petition and Young Affidavit are full, complete, and in proper order.

2. Ms. Young is aware that there is currently pending against her an investigation into allegations of misconduct. Tr. 44[2]; Young Affidavit ¶ 2.

3. The allegations that were brought to the attention of Disciplinary Counsel are that Ms. Young exhibited a lack of communication and diligence in three client matters. Young Petition at 1-2.

4. Ms. Young has freely and voluntarily acknowledged that the material facts and misconduct reflected in the Young Petition are true. Tr. 49; Young Affidavit ¶ 6. Specifically, she acknowledges that:

> 1. Respondent Rachelle Young is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on March 31, 2011, and assigned Bar Number 997809. Respondent is also admitted to practice in Virginia.
>
> 2. Since 2017, Respondent has been employed as an independent contractor non-equity partner at the Law Firm of John P. Mahoney ("the Firm").
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> COUNT I:
> Allen v. FBI
> Disciplinary Docket No. 2021-D020
>
> 3. On April 25, 2018, Kristen Allen signed the first of several limited scope retainer agreements for the Firm to represent her in an employment discrimination complaint she filed against her employer,

[2] "Tr." refers to the transcript of the limited hearing held on February 14, 2024.

the Federal Bureau of Investigation, that was pending before the Equal Employment Opportunity Commission in Washington, D.C. Ms. Allen agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,815. Ms. Allen also agreed to replenish the advance of unearned fees upon request as services were performed. Respondent was assigned to work on Ms. Allen's case.

4. On October 7, 2019, the FBI filed a Motion for Summary Judgment. Respondent filed an Opposition on November 7, 2019.

5. Respondent provided Ms. Allen with a copy of the Opposition after it was filed. Ms. Allen had several comments and questions about the Opposition, including that Respondent failed to properly identify her supervisor (who was the alleged discriminating official). Respondent did not respond to Ms. Allen's comments or questions.

6. On February 11, 2020, the Administrative Judge issued an Order granting summary judgement [sic] to the FBI.

7. Respondent failed to inform Ms. Allen about her appellate rights. When Ms. Allen attempted to communicate with Respondent about the dismissal, Respondent did not respond. Ms. Allen erroneously believed that her appeal rights had terminated with the February 2020 Order.

8. On March 19, 2020, the Department of Justice issued a Final Agency Decision. Respondent assumed Ms. Allen had received the copy of the FAD from the agency, but Ms. Allen did not receive it nor did Respondent mail her a copy. The FAD adopted the reasoning of the EEOC Administrative Judge and dismissed Ms. Allen's case. The FAD gave Ms. Allen 30 days to appeal the decision to the EEOC. Respondent did not inform Ms. Allen of her appellate rights until April 16, 2020, which was only a few days before the deadline for appeal.

9. Ms. Allen did not appeal to [sic] the FAD. Nor did Respondent file a protective appeal.

10. Respondent failed to respond to concerns Ms. Allen expressed before and after the FAD was issued about the quality of the representation and lack of communication.

11. Respondent violated the following District of Columbia Rules of Professional Conduct:

A. Rule 1.3(a), in that she failed to represent Ms. Allen zealously and diligently;

B. Rule 1.4(a) and (b) in that she failed to keep Ms. Allen reasonably informed about the status of a matter and promptly comply with her reasonable requests for information; and failed to explain the matter to the extent reasonably necessary to permit Ms. Allen to make informed decisions regarding the representation; and

C. Rule 1.16(d) in that she failed to protect Ms. Allen's interests as the representation was ending.

COUNT II:
Zadran Whistleblower Complaint
Disciplinary Docket No. 2022-0208

12. On August 6, 2018, Said Zadran entered into a retainer agreement with the Firm to represent him in negotiating with his employer, a government contractor, to resolve a whistleblower matter. Mr. Zadran agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,865. Mr. Zadran also agreed to replenish the advance of unearned fees upon request as services were performed. Respondent was assigned to represent him on the matter.

13. It took Respondent over two and a half years to complete a draft demand letter to submit to Mr. Zadran's employer.

14. Over the course of the representation, Respondent failed to communicate with Mr. Zadran about his case, including:

A. Failing to respond to numerous requests for updates; and

B. Failing to inform Mr. Zadran for almost one year about his employer's response to his demand letter.

15. Respondent violated the following District of Columbia Rules of Professional Conduct:

A. Rule 1.3(a), in that she failed to represent Mr. Zadran zealously and diligently; and

B. Rules 1.4(a) and (b) in that she failed to keep Mr. Zadran reasonably informed about the status of the matter and promptly comply with his reasonable requests for information; and failed to explain the matter to the extent reasonably necessary to permit Mr. Zadran to make informed decisions regarding the representation.

COUNT III:
Jedlowski v. Army
Disciplinary Docket No. 2021-D021

16. In January 2019, the Firm entered into a limited scope retainer agreement with Joseph Jedlowski agreeing to represent him on certain aspects of his employment discrimination and retaliation claim against his employer, the U.S. Army. Mr. Jedlowski agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,860. Mr. Jedlowski also agreed to replenish the advance of unearned fees upon request as services were performed. Respondent was assigned to work on Mr. Jedlowski's case.

17. By early December 2019, Mr. Jedlowski's case was pending before an Administrative Judge at the EEOC in Baltimore, Maryland. At Mr. Jedlowski's request and due to the health issues he was experiencing, Respondent asked the Administrative Judge to stay the proceedings and refer the matter to a different judge for settlement negotiations.

18. Mr. Jedlowski's wife, Maria, was involved in the representation because of his on-going health issues.

19. On or about June 15, 2020, the parties reached a settlement agreement-in-principle. On June 22, 2020, the Army provided Respondent with the first draft of the settlement agreement, which Respondent forwarded to Mr. Jedlowski and his wife. Respondent was supposed to send comments back to the Army on the draft.

20. Despite repeated requests for updates from Mr. Jedlowski and his wife from June to late July 2020, Respondent failed to keep them reasonably informed about the status of the settlement agreement.

21. On July 23, 2020, after requests from the Army's lawyer, Respondent provided comments on the draft agreement. She did so without obtaining the concurrence of or input from the Jedlowskis. Respondent then sent the Jedlowskis a copy of her comments. When Ms. Jedlowski asked Respondent for clarification, Respondent did not respond.

22. Within a week, the Army accepted Respondent's changes and Respondent indicated that she would obtain Mr. Jedlowski's signature on the agreement. From late July to early September 2020, despite the Jedlowskis repeated calls and emails, Respondent did not communicate with the Jedlowskis about the settlement agreement.

23. On September 9, 2020, the settlement judge commented on the delay and asked Respondent to provide an update on the settlement.

24. On September 16, 2020, Respondent finally provided Mr. Jedlowski and his wife with the final draft of the settlement agreement. When Mr. Jedlowski raised some concerns about the draft agreement, Respondent did not reply.

25. Between September until the end of December 2020, the Jedlowskis continued to ask Respondent for updates, but Respondent did not communicate with them about the status of the settlement.

26. On January 20, 2021, the presiding Administrative Judge lifted the stay and asked the parties to brief her on the status of the settlement. Respondent finally began communicating with Mr. Jedlowski again about the draft settlement agreement on that same date.

27. On or about April 6, 2021, the parties signed the settlement agreement.

28. Respondent violated the following District of Columbia and Maryland Rules of Professional Conduct:

> A. D.C. Rule 1.3(a) and Maryland Rule 19-301.3, in that she failed to represent Mr. Jedlowski with appropriate zeal and diligence; and
>
> B. D.C. Rules 1.4(a) and (b) and Maryland Rule 19-301.4(a)(2) and (3) and 19-301.4(b), in that she failed to keep Mr. Jedlowski reasonably informed about the status of the matter and promptly comply with his reasonable requests for information; and failed to explain the matter to the extent reasonably necessary to permit Mr. Jedlowski to make informed decisions regarding the representation.

Young Petition at 2-9.

5. Ms. Young is agreeing to the disposition because she believes that she cannot successfully defend against discipline based on the stipulated misconduct. Tr. 43; Young Affidavit ¶ 5.

6. Disciplinary Counsel has made no promises to Ms. Young other than what is contained in the Young Petition. Young Affidavit ¶ 7. Those promises are that Disciplinary Counsel will not pursue any additional charges or sanction arising out of the conduct described in the Young Petition. Young Petition at 9. Ms. Young confirmed during the limited hearing that there have been no other promises or inducements other than those set forth in the Young Petition. Tr. 49.

7. Ms. Young has conferred with her counsel. Tr. 35-36; Young Affidavit ¶ 1.

8. Ms. Young has freely and voluntarily acknowledged the facts and misconduct reflected in the Young Petition and agreed to the sanction set forth therein. Tr. 44-49; Young Affidavit ¶ 6.

9. Ms. Young is not being subjected to coercion or duress. Tr. 49; Young Affidavit ¶ 6.

10. Ms. Young is competent and was not under the influence of any substance or medication that would affect her ability to make informed decisions at the limited hearing. Tr. 36-37.

11. Ms. Young is fully aware of the implications of the disposition being entered into, including, but not limited to, the following:

(a) she will waive her right to cross-examine adverse witnesses and to compel witnesses to appear on her behalf;

(b) she will waive her right to have Disciplinary Counsel prove each and every charge by clear and convincing evidence;

(c) she will waive her right to file exceptions to reports and recommendations filed with the Board and with the Court;

(d) the negotiated disposition, if approved, may affect her present and future ability to practice law;

(e) the negotiated disposition, if approved, may affect her bar memberships in other jurisdictions; and

(f) any sworn statement by Ms. Young in her affidavit or any statements made by her during the proceeding may be used to impeach her testimony if there is a subsequent hearing on the merits.

Tr. 38-42; Young Affidavit ¶¶ 9-12.

12. Ms. Young and Disciplinary Counsel have agreed that the sanction in this matter should be a thirty-day suspension, with the suspension stayed in favor of a one-year period of probation with conditions beginning thirty days after the Court enters its final order. The Court's order should include a condition that, if probation is revoked, Ms. Young will be required to serve the full thirty days of her suspension. Ms. Young and Disciplinary Counsel also have agreed to the following conditions of this negotiated disposition:

(a) Ms. Young must take the Basic Training and Beyond two-day course offered by the District of Columbia Bar and must take an additional three hours of pre-approved continuing legal education courses that are related to attorney ethics. Ms. Young must certify and provide documenting proof that she has met these requirements to the Office of Disciplinary Counsel within six months of the date of the Court's final order;

(b) During the period of probation, Ms. Young shall not be the subject of a disciplinary complaint that results in a finding that she violated the disciplinary rules of any jurisdiction in which she is admitted or licensed to practice; and

(c) Ms. Young must meet with Dan Mills, Esquire, the Manager of the Practice Management Advisory Service of the District of Columbia Bar (or his successor or designee) in person or virtually within thirty days of the date of the Court's final order. At that time, Ms. Young must execute a waiver allowing PMAS to communicate directly with the Office of Disciplinary Counsel regarding her compliance. When Respondent meets with PMAS virtually or in person she will

make any and all records relating to her practice available for its review. Ms. Young shall ask PMAS to conduct a full assessment of her structure and her practice, including but not limited to all law firm processes and procedures, financial records, client files, engagement letters, supervision and training of staff, and responsiveness to clients. Ms. Young shall adopt all recommendations and implement them in the law firm and her general practice of law.

(d) Thirty days after the entry of the Court's final order, Ms. Young shall begin her one-year probation. During her probation, Ms. Young shall consult regularly with PMAS on the schedule it establishes. Ms. Young must be in full compliance with PMAS's requirements for a period of twelve consecutive months, and it is Respondent's sole responsibility to demonstrate compliance. Respondent must sign an acknowledgement under penalty of perjury affirming that she is in compliance with PMAS's requirements and file the signed acknowledgement with the Office of Disciplinary Counsel. This must be accomplished no later than seven business days after the end of Ms. Young's period of probation.

(e) If Disciplinary Counsel has probable cause to believe that Ms. Young has violated the terms of her probation, Disciplinary Counsel may seek to revoke her probation pursuant to D.C. Bar R. XI, § 3 and Board Rule 18.3, and request that she be required to serve the thirty days of suspension.

Tr. 47-49; Young Petition at 9-12.

13. The Young Petition includes a statement demonstrating the following aggravating circumstance, which the Hearing Committee has taken into

consideration: Ms. Young violated her obligations to clients in three matters. Tr. 51-52; Young Petition at 15.

14. The Young Petition includes a statement demonstrating the following mitigating circumstances, which the Hearing Committee has taken into consideration: Ms. Young

(a) has no prior disciplinary history;

(b) has expressed remorse;

(c) has cooperated with Disciplinary Counsel during the investigation of these matters;

(d) had insufficient administrative support at work while carrying a substantial caseload despite asking for additional assistance;

(e) had substantial personal obligations and challenges, including being the sole caregiver for her two young children during COVID, when much of the misconduct occurred; and

(f) experienced stress-related medical problems that led to hospitalization twice and counseling that is still ongoing[3]; and

(g) has instituted or will institute several changes in the way that she practices law including using a virtual assistant[4] that her office has offered to assist her with

[3] This mitigating factor is discussed further in the Confidential Appendix, *infra*.

[4] Ms. Young clarified at the limited hearing that a "virtual assistant" would be a business that would "assist in the day-to-day management of things," such as forwarding documents to clients and scheduling meetings, and that she and Mr. Mahoney are still exploring options. Tr. 61.

administrative tasks, providing clients with direct access to her rather than access through an answering service, and establishing a bi-monthly written communication plan for each client. Tr. 50-51; Young Petition at 14-15.

15. The Hearing Committee has taken into consideration the written comments of two complainants:

1) Ms. Allen criticized Ms. Young's lack of responsiveness regarding her EEOC case (*see supra* Section II, Paragraphs 4(3)-(11)), the firm's failure to ensure coverage when Ms. Young was unavailable, and the failure to refund an additional $3,000.[5]

2) Mr. Zadran criticized Ms. Young and Mr. Mahoney's handling of his whistleblower complaint (*see supra* Section II, Paragraphs 4(12)-(15)), specifically accusing Respondents of missing a statute of limitations for filing a whistleblower complaint.[6]

[5] The Hearing Committee believes that this conduct is addressed by the agreed-upon violations of Rules 1.3(a), 1.4(a) and (b), and 1.16(d) by Respondent Young, as well as Rules 1.4(a) and 5.1(b) and (c)(2) by Respondent Mahoney.

[6] The Hearing Committee believes that this conduct is addressed by the agreed-upon violations of Rules 1.3(a) and 1.4(a) and (b) by Respondent Young, as well as Rules 1.16(d), 5.1(b) and (c)(2) by Respondent Mahoney.

III. YOUNG PETITION: CONCLUSIONS

The Hearing Committee shall recommend approval of a petition for negotiated discipline if it finds:

> (1) The attorney has knowingly and voluntarily acknowledged the facts and misconduct reflected in the petition and agreed to the sanction set forth therein;
>
> (2) The facts set forth in the petition or as shown at the hearing support the admission of misconduct and the agreed upon sanction; and
>
> (3) The sanction agreed upon is justified. . . .

D.C. Bar R. XI, § 12.1(c)(1)-(3); *see also* Board Rule 17.5(a)(i)-(iii).

A. Ms. Young Has Knowingly and Voluntarily Acknowledged the Facts and Misconduct and Agreed to the Stipulated Sanction.

The Hearing Committee finds that Ms. Young has knowingly and voluntarily acknowledged the facts and misconduct reflected in the Young Petition and agreed to the sanction therein. Ms. Young, after being placed under oath, admitted the stipulated facts and charges set forth in the Young Petition, and denied that she is under duress or has been coerced into entering into this disposition. *See supra* Section II, Paragraphs 8-9. Ms. Young understands the implications and consequences of entering into this negotiated discipline. *See supra* Section II, Paragraph 11.

Ms. Young has acknowledged that any and all promises that have been made to her by Disciplinary Counsel as part of this negotiated discipline are set forth in writing in the Young Petition and that there are no other promises or inducements that have been made to her. *See supra* Section II, Paragraph 6.

B. The Stipulated Facts Support the Admissions of Misconduct and the Agreed-Upon Sanction.

The Hearing Committee has carefully reviewed the facts set forth in the Young Petition and established during the hearing and concludes that they support the admission of misconduct and the agreed-upon sanction. Moreover, Ms. Young is agreeing to this negotiated discipline because she believes that she could not successfully defend against the misconduct described in the Young Petition. *See supra* Section II, Paragraph 5.

With regard to the second factor, the Young Petition states that Ms. Young violated D.C. Rule of Professional Conduct 1.3(a) in the Allen, Zadran, and Jedlowski matters, as well as its Maryland counterpart in the Jedlowski matter, in that she failed to represent her clients zealously and diligently. The evidence supports Ms. Young's admission that she violated D.C. Rule 1.3(a) in the Allen matter, *see supra* Section II, Paragraphs 4(8)-(9), and the Zadran matter, *see supra* Section II, Paragraph 4(13). Pursuant to D.C. Rule 8.5(b) (choice of law)[7], because

[7] Only one set of Rules should apply to any particular conduct by an attorney. *See* Rule 8.5, cmt. [3]. Rule 8.5(b), governing choice of law, provides:

> In any exercise of the disciplinary authority of this jurisdiction, the Rules of Professional Conduct to be applied shall be as follows:
>
> (1) For conduct in connection with a matter pending before a tribunal, the rules to be applied shall be the rules of the jurisdiction in which the tribunal sits, unless the rules of the tribunal provide otherwise, and
>
> (2) For any other conduct,

Ms. Young's misconduct in the Jedlowski matter occurred in connection with a matter pending before a Maryland tribunal, the Hearing Committee finds that the Maryland Rule, rather than the D.C. Rule, applies. Thus, the evidence supports Ms. Young's admission that she violated Maryland Rule 19-301.3 in the Jedlowski matter, *see supra* Section II, Paragraphs 4(21)-(24).

The Young Petition further states that Ms. Young violated D.C. Rule of Professional Conduct 1.4(a) in the Allen, Zadran, and Jedlowski matters, as well as its Maryland counterpart in the Jedlowski matter, in that she failed to keep her clients reasonably informed about the statuses of their matters and comply with their reasonable requests for information. The evidence supports Ms. Young's admission that she violated D.C. Rule 1.4(a) in the Allen matter, *see supra* Section II, Paragraphs 4(7)-(8) and 4(10), and in the Zadran matter, *see supra* Section II, Paragraph 4(14). And the evidence supports Ms. Young's admission that she violated Maryland Rules 19-301.4(a)(2) and (3) in the Jedlowski matter, *see supra* Section II, Paragraphs 4(20)-(22) and 4(24)-(25).

> (i) If the lawyer is licensed to practice only in this jurisdiction, the rules to be applied shall be the rules of this jurisdiction, and
>
> (ii) If the lawyer is licensed to practice in this and another jurisdiction, the rules to be applied shall be the rules of the admitting jurisdiction in which the lawyer principally practices; provided, however, that if particular conduct clearly has its predominant effect in another jurisdiction in which the lawyer is licensed to practice, the rules of that jurisdiction shall be applied to that conduct.

The Young Petition further states that Ms. Young violated D.C. Rule of Professional Conduct 1.4(b) in the Allen, Zadran, and Jedlowski matters, as well as its Maryland counterpart in the Jedlowski matter, in that she failed to explain her clients' matters to the extent reasonably necessary for them to make informed decisions regarding the representation. The evidence supports Ms. Young's admission that she violated D.C. Rule 1.4(b) in the Allen matter, *see supra* Section II, Paragraphs 4(5)-(8), and in the Zadran matter, *see supra* Section II, Paragraph 4(14). And the evidence supports Ms. Young's admission that she violated Maryland Rule 19-301.4(b) in the Jedlowski matter, *see supra* Section II, Paragraph 4(19-26).

Finally, the Young Petition states that Ms. Young violated D.C. Rule of Professional Conduct 1.16(d), in that she failed to protect Ms. Allen's interests as the representation was ending. The evidence supports Ms. Young's admission that she violated D.C. Rule 1.16(d). *See supra* Section II, Paragraphs 4(8)-(9).

C. The Agreed-Upon Sanction Is Justified.

The third factor the Hearing Committee must consider is whether the sanction agreed upon is justified. *See* D.C. Bar R. XI, § 12.1(c); Board Rule 17.5(a)(iii) (explaining that hearing committees should consider "the record as a whole, including the nature of the misconduct, any charges or investigations that Disciplinary Counsel has agreed not to pursue, the strengths or weaknesses of Disciplinary Counsel's evidence, any circumstances in aggravation and mitigation (including respondent's cooperation with Disciplinary Counsel and acceptance of

responsibility), and relevant precedent"); *In re Johnson*, 984 A.2d 176, 181 (D.C. 2009) (per curiam) (providing that a negotiated sanction may not be "unduly lenient"). Based on the record as a whole, including the stipulated circumstances in mitigation, the Hearing Committee Chair's *in camera* review of Disciplinary Counsel's investigative file and *ex parte* discussion with Disciplinary Counsel, and the Committee's review of relevant precedent, the Hearing Committee concludes that the agreed-upon sanction is justified and not unduly lenient.

Cases primarily involving neglect and failure to communicate have resulted in non-suspensory sanctions and brief suspensions. *See In re Chapman*, 962 A.2d 922, 926 (D.C. 2009) (per curiam) ("[A]bsent aggravating factors, a first instance of neglect of a single client matter warrants a reprimand or public censure," whereas "a 30-day suspension has severally been imposed" where there is a history of prior discipline or other aggravating factors); *see, e.g.*, *In re Francis*, 137 A.3d 187, 191-92 (D.C. 2016) (per curiam) (30-day suspension, fully stayed in favor of probation, for intentional failure to request an extension to oppose a motion to dismiss and failure to communicate with the client throughout the representation, in violation of Rules 1.3(b)(1) and (2) and 1.4(a) and (b)); *In re Fox*, Board Docket No. 11-BD-001, at 17-18 (BPR May 8, 2012), *recommendation adopted*, 35 A.3d 441 (D.C. 2012) (per curiam) (45-day suspension for failure to file a complaint on behalf of a client or return her phone calls and then erroneously advising her that the statute of limitations had run, in violation of Rules 1.1(a) and (b), 1.3(a) and (c), and 1.4(a) and (b), where the respondent previously received an informal admonition and failed

to accept responsibility for his misconduct); *In re Geno*, 997 A.2d 692, 692-93 (D.C. 2010) (per curiam) (public censure for failure to notify a client of an immigration hearing, attend the hearing, or take remedial action following an *in absentia* deportation order, in violation of Rules 1.3(c) and 1.4(a), where the respondent failed to accept responsibility for his misconduct); *In re Schlemmer*, 870 A.2d 76, 76-77 (D.C. 2005) (Board reprimand for failure to note an appeal or notify the client that he would not do so unless the client paid additional fees, in violation of Rules 1.3(a) and 1.4(a)); *In re Dhali*, Disc. Docket No. 2016-D411 (Letter of Informal Admonition[8] Mar. 13, 2018) (informal admonition for failure to take action in a dispute with the client's employer, and failure to inform the client that she was too sick to work on the case, resulting in the client's five-day suspension from employment, in violation of Rules 1.3(a) and (c), 1.4(a) and (b), and 1.16(a)(2)); *In re Burchell*, Bar Docket No. 2010-D298 (Letter of Informal Admonition Jan. 4, 2011) (informal admonition for failure to work on a workers' compensation case brought by the Fraternal Order of Police's general counsel – then a partner at the respondent's firm – while the case being transferred to a new general counsel but he remained counsel of record, including by failing to discuss an arbitrator's adverse decision with the client or new general counsel for two months, in violation of Rules 1.1(a) and (b), 1.3(a), and 1.4(a) and (b)). Though Ms. Young's misconduct affected

[8] Though they are issued by Disciplinary Counsel without holding a hearing, "informal admonitions letters . . . may contain sufficient detail to be useful to [the C]ourt in determining the range of sanctions appropriate in similar circumstances." *See In re Schlemmer*, 840 A.2d 657, 662 (D.C. 2004).

three separate cases – a significant aggravating factor – a fully stayed suspension is justified based on the mitigating factors described in the Petition. *See supra* Section II, Paragraph 14.

IV. MAHONEY PETITION: FINDINGS PURSUANT TO D.C. BAR R. XI, § 12.1(c) AND BOARD RULE 17.5

The Hearing Committee, after full and careful consideration, finds that:

1. The Mahoney Petition and Mahoney Affidavit are full, complete, and in proper order.

2. Mr. Mahoney is aware that there is currently pending against him an investigation into allegations of misconduct. Tr. 24; Mahoney Affidavit ¶ 2.

3. The allegations that were brought to the attention of Disciplinary Counsel are that Mr. Mahoney or lawyers whom he supervises failed to communicate with six clients, neglected their matters, and/or failed to protect clients' interests when terminating the representations. Mahoney Petition at 1-2.

4. Mr. Mahoney has freely and voluntarily acknowledged that the material facts and misconduct reflected in the Mahoney Petition are true. Tr. 24-29; Mahoney Affidavit ¶ 6. Specifically, Mr. Mahoney acknowledges that:

> 1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on August 5, 1994, and assigned Bar Number 442839. Respondent is also admitted to practice in Maryland.
>
> 2. Since 2014, Respondent has been the founder and sole proprietor of the Law Firm of John P. Mahoney, Esq. (the "Firm"). The Firm represents federal employees in employment-related matters, including employment discrimination, whistleblower retaliation, and security clearances.

3. Starting in 2016, Respondent began hiring other lawyers to work at the Firm as non-equity partners and "of counsel" attorneys.

4. Respondent conducts almost all initial client consultations and countersigns almost all initial retainer agreements. After the initial consultation, if the client retains the Firm, Respondent usually assigns the matter to another lawyer at the Firm to carry out the representation.

5. In addition to generally supervising their work, Respondent discusses each case with the assigned attorney at least quarterly during a case review.

6. Respondent created the Firm's standard retainer agreements.

7. Respondent promulgates and enforces any formal or informal policies governing the conduct of the lawyers who work at the Firm.

8. Respondent directs the handling of all funds collected from or refunded to clients of the Firm.

COUNT I
Allen v. FBI
Disciplinary Docket. No. 2023-D089

9. In April 2018, Respondent consulted with Kristen Allen about the employment discrimination complaint she had filed against her employer, the Federal Bureau of Investigation, which was pending before the Equal Employment Opportunity Commission in Washington, D.C.

10. On April 25, 2018, Ms. Allen signed the first of several limited scope retainer agreements for the Firm to represent her in the matter. Respondent countersigned the retainer. In the retainer agreement, Ms. Allen agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,815. Ms. Allen also agreed to replenish the advance of unearned fees upon request as services were performed.

11. Respondent assigned partner Rachelle Young to work on Ms. Allen's case.

12. On October 7, 2019, the FBI filed a Motion for Summary Judgment. Ms. Young filed an Opposition on November 7, 2019.

13. Ms. Young provided Ms. Allen with a copy of the Opposition after it was filed. Ms. Allen had several comments and questions about the Opposition, including that Ms. Young failed to properly identify her supervisor (who was the alleged discriminating official). Ms. Young did not respond to Ms. Allen's comments or questions. Ms. Allen later complained to Respondent about this.

14. On February 11, 2020, the Administrative Judge issued an Order granting summary judgment to the FBI.

15. Ms. Young failed to inform Ms. Allen about her appellate rights. Ms. Allen erroneously believed that her appeal rights had terminated with the February 2020 Order. When Ms. Allen attempted to communicate with Ms. Young about the dismissal, Ms. Young did not respond.

16. On or about March 6, 2020, Ms. Allen received an electronic marketing message sent by a third party on behalf of the Firm. In response to the marketing email, Ms. Allen complained about the firm's representation, including the lack of communication and the dismissal of her case. Ms. Allen requested a partial refund of the attorney's fees she had paid. Ms. Allen's complaint was forwarded to Respondent on March 10, 2020.

17. On March 11, 2020, Respondent asked Ms. Young about Ms. Allen's complaints. Ms. Young did not respond to him, nor did she respond to the client. Respondent did not respond to the client directly; nor did he take reasonable steps to ensure that Ms. Young responded.

18. On March 19, 2020, the Department of Justice issued a Final Agency Decision. Ms. Young assumed Ms. Allen had received a copy of the FAD from the agency, but Ms. Allen did not receive it nor did Ms. Young or anyone else from the Firm mail her a copy.

19. The FAD adopted the reasoning of the EEOC Administrative Judge and dismissed Ms. Allen's case. The FAD gave Ms. Allen 30 days to appeal the decision to the EEOC. Neither Ms. Young nor anyone else at the Firm informed Ms. Allen of her appellate rights until April 16, 2020--a few days before the deadline for appeal.

20. Ms. Allen did not appeal the FAD.

21. Based on his quarterly reviews of matters assigned to Ms. Young, Respondent knew or should have known that Ms. Young had failed to close Ms. Allen's case and make the case file available to Ms. Allen.

22. In September 2020, Respondent's non-lawyer employee contacted Ms. Allen to close her file. Ms. Allen asked whether Respondent had been told about her complaints about Ms. Young's representation, including her lack of diligence and communication. Ms. Allen again requested a partial refund of the attorney's fees she had paid. The employee told Ms. Allen that the Respondent would be informed of her concerns.

23. The employee informed Respondent of Ms. Allen's complaint and refund request. On October 3, 2020, Respondent told Ms. Young to respond to Ms. Allen's concerns and send him a copy of the response.

24. Ms. Young never responded to the client. Respondent did not respond to the client directly; nor did he take reasonable steps to ensure that Ms. Young responded.

25. On October 15, 2020, Respondent refunded Ms. Allen $20.72 in unearned advance attorney's fees.

26. Respondent violated the following District of Columbia Rules of Professional Conduct:

> A. Rule 5.1(b), in that he failed to take reasonable steps to ensure that Ms. Young complied with her duties of communication and diligence, and her obligations to protect Ms. Allen's interest when the Firm's representation ended;
>
> B. Rule 5.1(c)(2), in that he supervised Ms. Young and knew or should have known of her misconduct, but failed to mitigate it or take remedial action; and
>
> C. Rule 1.4(a), in that he failed to comply with Ms. Allen's reasonable requests for information.

COUNT II
Zadran Whistleblower Complaint
Disciplinary Docket No. 2022-D209

27. In August 2018, Respondent consulted with Said Zadran about representing him in a whistleblower matter against his employer, a government contractor.

28. On August 6, 2018, Mr. Zadran entered into a retainer agreement with the Firm to negotiate a resolution of his whistleblower complaint. Respondent countersigned the retainer agreement. Mr. Zadran agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,865. Mr. Zadran also agreed to replenish the advance of unearned fees upon request as services were performed.

29. Respondent assigned Ms. Young to represent Mr. Zadran.

30. Ms. Young took over two and a half years to complete a draft demand letter to submit to Mr. Zadran' s employer - which Respondent knew or should have known based on his quarterly review of Ms. Young's representation of Firm clients.

31. During the representation, Ms. Young failed to communicate with Mr. Zadran about his case, including:

A. Failing to respond to numerous requests for updates; and

B. Failing to inform Mr. Zadran for almost one year about his employer's response to his demand letter.

32. Mr. Zadran often copied Respondent on his inquiries to Ms. Young. Respondent failed to ensure that Ms. Young responded to Mr. Zadran and did not respond to Mr. Zadran himself.

33. In April 2022, Ms. Young discussed with Mr. Zadran issues raised by his employer's response to the demand letter and explained to Mr. Zadran numerous reasons why the Firm believed his case should not be pursued and would not assist him in filing a complaint.

34. Mr. Zadran did not understand that the Firm was no longer going to represent him, and he continued to send Ms. Young emails asking for updates, often cc'ing Respondent.

35. Respondent did not take adequate steps to ensure that Ms. Young responded to the requests for updates or explained that they had withdrawn from the representation, and he did not directly respond to Mr. Zadran's inquiries himself.

36. Respondent did not return Mr. Zadran's unearned advance fees of $2,865 until December 2022, after Mr. Zadran filed a bar complaint.

37. Respondent violated the following District of Columbia Rules of Professional Conduct:

A. Rule 5.1(b), in that he failed to take reasonable steps to ensure that Ms. Young complied with her duties of communication and diligence;

B. Rule 5.1(c)(2), in that he supervised Ms. Young and knew or should have known of her misconduct, but failed to mitigate it or take remedial action; and

C. Rule 1.16(d), in that he failed to take timely steps to ensure that Mr. Zadran received a prompt refund of unused advance fees.

COUNT III
Saceda v. USDA
Disciplinary Docket. No. 2021-D054

38. In November 2018, Respondent consulted with Joneta Saceda about representing her in an informal Equal Employment Opportunity complaint that she filed with her employer, the United States Department of Agriculture.

39. On November 8, 2018, Ms. Saceda entered into the first of several limited scope retainer agreements with the Firm to represent her in the matter. Respondent countersigned the retainer agreement. Ms. Saceda agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,860. Ms. Saceda

also agreed to replenish the advance of unearned fees upon request as services were performed.

40. Respondent originally assigned "of counsel" attorney Lynn Mahoney to represent Ms. Saceda. Later, after the Firm filed a formal EEO complaint on Ms. Saceda's behalf, and a second informal EEO complaint in a separate matter, Respondent reassigned partner Letha Miller[9] to represent Ms. Saceda. Ms. Miller continued to represent Ms. Saceda after Ms. Saceda chose to proceed with her first EEO complaint before an Administrative Judge at the EEOC in Washington, D.C.

41. Paragraph 11 of the retainer agreements that Ms. Saceda signed provided:

> Unless other arrangements are made, after such time as any Fee advance is absorbed by services rendered costs incurred [sic] on your behalf by the Firm, the Client agrees to timely replenish the Fee Advance as requested by the Law Firm. **CLIENT ACKNOWLEDGES THAT THE LAW FIRM, IN ITS SOLE DISCRETION, MAY REFUSE TO PERFORM SERVICES IF THE CLIENT DOES NOT HAVE SUFFICIENT FUNDS ON ACCOUNT TO PAY FOR SUCH SERVICES.**

(Emphasis in original.)

42. On February 2, 2021, the agency noticed Ms. Saceda's deposition for February 12, 2021. Ms. Miller did not tell Ms. Saceda until February 10, 2021, that unless she paid the Firm an additional $3,851, the Firm would not appear and defend her at the deposition. Ms. Miller's demand for additional fees was pursuant to the policies and procedures that Respondent had implemented and set forth in his Firm's fee agreements.

43. Because Ms. Saceda could not pay the fees demanded by February 12, 2021, Ms. Miller did not represent her at the deposition.

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[9] Ms. Miller is admitted elsewhere and is not admitted to practice in the District of Columbia.

44. On February 19, 2021, Ms. Saceda sent Ms. Miller an email firing the Firm and copying Respondent. Ms. Saceda demanded a refund of any unused advance fees still in her account.

45. That same day, Ms. Miller emailed Ms. Saceda that she would withdraw from both cases; she also copied Respondent. In the email, Ms. Miller did not address the refund, provide Ms. Saceda her case files, or advise her of upcoming deadlines in the case. Respondent took no steps to protect Ms. Saceda's rights when his Firm withdrew as her counsel.

46. Ms. Miller withdrew from both of Ms. Saceda's cases on February 19, 2021. She did not ask for a stay of the proceedings to give Ms. Saceda time to seek new counsel. Respondent did not have a policy or practice of requiring attorneys working for the Firm, when they filed to withdraw, to ask the EEOC judges for additional time for clients to find new counsel. Indeed, the Respondent's policy and practice was that the Firm not seek such an enlargement of time.

47. On February 22, 2021, Ms. Saceda asked Ms. Miller for her case files.

48. On February 23, 2021, Ms. Miller asked Respondent and Ms. Mahoney whether she should charge Ms. Saceda for reviewing and providing her with an electronic copy of her files. She stated that if she should charge Ms. Saceda, then the Firm should delay providing her with a refund. Respondent replied that she should charge Ms. Saceda, citing paragraph 14 of his standard Firm retainer which provides, "If the Law Firm is discharged, it shall have the right to make a copy of the file and charge Client its customary copying costs. The Law Firm shall have a reasonable amount of time to allow for the copying of the entire file . . . ."

49. Ms. Saceda asked for her files several more times, and Ms. Miller finally provided her with the files on February 25, 2021.

50. On February 27, 2021, Ms. Saceda asked Ms. Miller about the upcoming deadlines. Ms. Miller provided the deadlines on March 1, 2021. The deadlines included a March 8, 2021, deadline for the filing of dispositive motions and a March 23, 2021, deadline for oppositions thereto.

51. Ms. Saceda asked Ms. Miller for a refund several times. The Firm sent Ms. Saceda her monthly invoice on March 3, 2021. Respondent refunded Ms. Saceda $726.96 in unearned fees on March 4, 2021.

52. Respondent violated the following District of Columbia Rules of Professional Conduct:

A. Rule 5.1(b), in that he failed to take reasonable steps to ensure that Ms. Miller protected Ms. Saceda's interest when terminating the Firm's representation; and

B. Rule 5.1(c)(2), in that he supervised Ms. Miller and knew or should have known of her misconduct but failed to mitigate it or take remedial action.

COUNT IV
Jedlowski v. Army
Disciplinary Docket No. 2023-D089

53. In January 2019, Respondent consulted with Joseph Jedlowski about representing him in a formal EEO complaint he filed with his employer, the United States Army.

54. On January 29, 2019, the Firm entered into a limited scope retainer agreement with Mr. Jedlowski and agreed to represent him on certain aspects of his employment discrimination and retaliation claims. Respondent countersigned the retainer agreement. Mr. Jedlowski agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,860. Mr. Jedlowski also agreed to replenish the advance of unearned fees upon request as services were performed.

55. Respondent assigned Ms. Young to work on Mr. Jedlowski's case.

56. By early December 2019, Mr. Jedlowski's case was pending before an Administrative Judge at the EEOC in Baltimore, Maryland. At Mr. Jedlowski's request and due to health issues, he was experiencing, Ms. Young asked the Administrative Judge to stay the proceedings and refer the matter to a different judge for settlement negotiations.

57. Mr. Jedlowski's wife, Maria, was involved in the representation because of his on-going health issues.

58. On or about June 15, 2020, the parties reached a settlement agreement in principle. On June 22, 2020, the Army provided Ms. Young with the first draft of the settlement agreement, which she forwarded to Mr. Jedlowski and his wife. Ms. Young was supposed to send comments back to the Army on the draft.

59. Despite repeated requests for updates from Mr. Jedlowski and his wife from June to late July 2020, Ms. Young failed to keep them reasonably informed about the status of the settlement agreement.

60. Mr. Jedlowski contacted Respondent on July 6, 2020, and informed him that Ms. Young was not communicating with him about the case. Respondent instructed Ms. Young to contact Mr. Jedlowski. Ms. Young failed to do so. Respondent did not respond to the client directly; nor did he take reasonable steps to ensure that Ms. Young responded.

61. On July 21, 2020, Mr. Jedlowski contacted the Firm through an on-line chat function on the Firm's website. In the chat, he stated that he had been trying to get information from Ms. Young about the status of his case and had spoken to Respondent three weeks earlier, all to no avail.

62. Mr. Jedlowski's comments in the on-line chat were sent to Respondent, and Respondent again instructed Ms. Young to contact Mr. Jedlowski.

63. On July 23, 2020, after receiving a status update request from the Army's lawyer, Ms. Young provided comments on the draft agreement. She did so without obtaining the concurrence of or input from the Jedlowskis. Ms. Young then sent the Jedlowskis a copy of her comments. When Ms. Jedlowski asked Ms. Young for clarification, Ms. Young did not respond.

64. Within a week, the Army accepted Ms. Young's changes and she indicated that she would obtain Mr. Jedlowski's signature on the agreement. From late July to early September 2020, despite the Jedlowskis' repeated calls and emails, Ms. Young did not communicate with the Jedlowskis about the settlement agreement.

65. In August 2020, Mr. Jedlowski called the Firm and again spoke with Respondent. Mr. Jedlowski told Respondent that he had not heard from Ms. Young. Respondent informed Mr. Jedlowski that he needed to pay off a balance due on his account (less than $50) and stated that he would ask Ms. Young to contact Mr. Jedlowski. Ms. Young did not contact the Jedlowskis. Respondent did not take reasonable steps to ensure that she did, and Respondent did not communicate with the Jedlowskis.

66. On September 9, 2020, the settlement judge commented on the delay and asked Ms. Young to provide an update on the settlement.

67. On September 16, 2020, Ms. Young finally provided Mr. Jedlowski and his wife with the final draft of the settlement agreement. When Mr. Jedlowski raised some concerns about the draft agreement, Ms. Young did not reply.

68. Between September until the end of December 2020, the Jedlowskis continued to ask Ms. Young for updates, but Ms. Young did not communicate with them about the status of the settlement.

69. On January 20, 2021, the presiding Administrative Judge lifted the stay and asked the parties to brief her on the status of the settlement. Ms. Young then began communicating with Mr. Jedlowski again about the draft settlement agreement on that same date.

70. On or about April 6, 2021, the parties signed the settlement agreement.

71. Respondent violated the following District of Columbia and/or Maryland Rules of Professional Conduct:

> A. D.C. Rule 5.1(b) and Maryland Rule 19-305.1(b), in that he failed to take reasonable steps to ensure that Ms. Young complied with her duties of communication and diligence;
>
> B. D.C. Rule 5.1(c)(2) and Maryland Rule 19-305.1(c)(2), in that he supervised Ms. Young and knew or should have known of her misconduct, but failed to mitigate it or take remedial action; and

C. D.C. Rule 1.4(a) and Maryland Rule 19-301.4(a)(3), in that he failed to comply with Mr. Jedlowski's reasonable requests for information.

COUNT V
Holloway v. DOL
Disciplinary Docket No. 2021-D172

72. In March 2020, Respondent consulted with Tenisha Campbell Holloway about representing her in an employment discrimination case against her employer, the Department of Labor, which was pending before the EEOC in Washington, D.C. The case was awaiting assignment to an Administrative Judge and the issuance of a Case Management Order that would establish litigation deadlines.

73. On April 7, 2020, the Firm entered into a limited scope retainer agreement with Ms. Holloway and agreed to represent her on certain aspects of her case. Respondent countersigned the retainer agreement. Pursuant to the agreement, Ms. Holloway agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $2,975. Ms. Holloway also agreed to replenish the advance of unearned fees upon request as services were performed.

74. Respondent assigned Ms. Miller to work on Ms. Holloway's case.

75. Ms. Holloway informed Respondent and Ms. Miller from the beginning that she wanted to settle her discrimination claims.

76. After being rescheduled, the Initial Status Conference took place on June 21, 2021. The parties filed a Joint Settlement Statement on June 29, 2021, asking the Administrative Judge to stay the deadlines in the case and refer the matter to mediation.

77. Ms. Holloway told Ms. Miller in or around April 2021 that, going forward, she would have to get a loan from her government retirement fund to pay for the representation.

78. On June 28, 2021, Ms. Miller asked Ms. Holloway to supplement her account by paying $2,760 in advance unearned attorney's fees for future legal services. That same day, Ms. Holloway asked Ms. Miller to contact her to discuss "serious billing concerns." Ms. Miller asked

Ms. Holloway by email to let her know which invoice entries were the cause of concern.

79. Because Ms. Miller did not call her, Ms. Holloway called the Firm and left a voicemail message for Respondent saying that she wanted to talk about billing concerns.

80. Respondent did not return Ms. Holloway's call. Instead, on June 29, 2021, he told Ms. Miller to call her back.

81. Later that day, Ms. Miller sent Ms. Holloway an email stating that Respondent had informed her about Ms. Holloway's voicemail message and asking Ms. Holloway for a list of her concerns. Because no one would respond to her request to talk by phone, Ms. Holloway sent Ms. Miller a list of her concerns and cc'd Respondent.

82. On June 30, 2021, the Administrative Judge set the litigation deadlines in the case and indicated that he would schedule the case for mediation.

83. From June 30, 2021, to early July 2021, Ms. Holloway and Ms. Miller exchanged several emails about billing and their attorney-client relationship, copying Respondent on most of them. In one of the earlier exchanges, Ms. Holloway stated, "I will deposit the money requested." She added, "Going forward, I would like to have a list of itemized work that is expected prior to your request for funds." Ms. Holloway copied Respondent on the email.

84. Ms. Miller refused to provide an itemized list of future services despite Ms. Holloway explaining that she needed the list going forward because she had to fund the litigation through loans. She demanded that Ms. Holloway supplement her account by July 8, 2021. Ms. Holloway asked for more time.

85. While these email exchanges were taking place, Ms. Holloway tried to call Ms. Miller and Respondent several times. She left voicemail messages for Respondent asking if he could assign another attorney to work on her case, but neither Ms. Miller nor Respondent called her back.

86. Ms. Miller wrote Ms. Holloway an email on July 14, 2021, copying Respondent. She reiterated that she would not provide Ms.

Holloway with a list of future anticipated work, said that she had already responded to the issues Ms. Holloway raised, noted that Ms. Holloway had not paid the requested advance of unearned fees, and said that she would be withdrawing from the representation that day. She asked Ms. Holloway to let her know if she wanted her case file delivered by Dropbox. Ms. Miller did not address deadlines in the case or the return of any unused advance fees.

87. Ms. Miller filed her notice of withdrawal that day. In the notice, pursuant to Respondent's policies and procedures, she did not ask the court to extend scheduling of the mediation so that Ms. Holloway could find new counsel.

88. On July 28, 2021, the Administrative Judge scheduled the mediation to take place on August 17, 2021.

89. On August 4, 2021, the Firm sent Ms. Holloway her monthly invoice reflecting that there was $51.10 in advance unearned fees left in her account. On August 9, 2021, Ms. Holloway sent an email to the Firm's billing department, copying Respondent, asking for a refund. No one responded to her request.

90. Ms. Holloway was unable to find another lawyer to represent her. She tried to postpone the settlement conference, but on August 10, 2021, the Administrative Judge denied her request.

91. At the August 17, 2021, settlement conference, Ms. Holloway proceeded *pro se*. Although Ms. Miller had demanded $95,090 plus attorney's fees, Ms. Holloway ended up settling her case for $12,500 including attorney's fees.

92. On August 19, 2021, Ms. Holloway again requested a refund from the Firm, copying Respondent on her email.

93. Respondent refunded Ms. Holloway $51.10 on August 26, 2021.

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

> A. Rule 5.1(b), in that he failed to take reasonable steps to ensure that Ms. Miller protected Ms. Holloway's interest when terminating the Firm's relationship with her;

B. Rule 5.1(c)(2), in that he supervised Ms. Miller and knew or should have known of her failure to protect Ms. Holloway's interest when terminating the Firm's relationship with her, failure to communicate, but failed to mitigate Ms. Miller's misconduct or take remedial action;

C. Rule 1.4(a), in that he failed to reply to Ms. Holloway's reasonable requests for information; and

D. Rule 1.16(d), in that he failed to take timely steps to protect Ms. Holloway's interests when his Firm withdrew, including advising her of deadlines and giving her time to retain new counsel.

COUNT VI
Tranumn v. DOT
Disciplinary Docket No. 2021-D059

95. In November 2020, Respondent consulted with Anthony Tranumn about an employment discrimination case he had filed against the Department of Transportation. After the agency investigated the matter, Mr. Tranumn elected to proceed before an Administrative Judge at the EEOC in New York.

96. On November 12, 2020, the Firm entered into the first of two limited scope retainer agreements with Mr. Tranumn and agreed to represent him in certain aspects of his case. Respondent countersigned the retainer agreement. Pursuant to the agreement, Mr. Tranumn agreed to pay the Firm hourly attorney's fees that would initially be charged against an advance of unearned fees of $3,105. Mr. Tranumn also agreed to replenish the advance of unearned fees upon request as services were performed.

97. Respondent assigned Ms. Miller to work on Mr. Tranumn's case.

98. Ms. Miller continued to represent Mr. Tranumn through written discovery in the case, including on a motion to compel that Mr. Tranumn wanted to file against the agency.

99. On February 10, 2021, while the discovery dispute was still pending, the agency filed a Motion for Summary Judgment.

100. On February 12, 2021, the Administrative Judge ruled that Mr. Tranumn could not file the motion to compel.

101. On February 16, 2021, Ms. Miller asked Mr. Tranumn to advance $2,710 in unearned fees to pay for the next steps in the litigation.

102. On that same day, without informing Ms. Miller, Mr. Tranumn contacted the supervisory Administrative Judge to express his dismay and confusion at the presiding judge's ruling. Mr. Tranumn left Ms. Miller a voicemail message about the call after the fact.

103. The same day, the presiding Administrative Judge ordered the parties to appear at a status conference on February 18, 2021, to discuss Mr. Tranumn's concerns about the fairness of the proceedings.

104. When Ms. Miller discussed Mr. Tranumn's call to the supervisory Administrative Judge with Respondent on February 16, 2021, Respondent instructed her to contact the D.C. Ethics Hotline to find out if the call would constitute a lack of client cooperation that would justify ending the attorney-client relationship.

105. On February 17, 2021, Ms. Miller reported back to Respondent about her call to the ethics hotline. She stated that she was advised that Mr. Tranumn's call likely would not be a basis under Rule 1.16 to terminate the relationship, but that the relationship could be terminated for failing to pay for legal services if the lack of payment was a hardship for the attorney. Ms. Miller reported that she told the ethics hotline advisor that Mr. Tranumn was "pretty far in the red."

106. However, Mr. Tranumn owed the Firm only $271.35 in fees.

107. From February 17, 2021 until the early hours of February 18, 2021, Ms. Miller and Mr. Tranumn exchanged several emails about billing, a pre-conference call, and the representation, copying Respondent on many of them. Ms. Miller asked Mr. Tranumn to pay $271.35 to bring his account current and pay an additional $1,626 in unearned fees for her to participate in the status conference with the presiding Administrative Judge scheduled for February 18th.

108. Mr. Tranumn asked to speak to Ms. Miller and Respondent about the case before the status conference. Ms. Miller said that neither she nor Respondent would talk to Mr. Tranumn about substantive matters

until he supplemented his account, but that they were not available for a call before the status conference in any event.

109. Mr. Tranumn continued to express that he wanted to talk before the status conference and indicated that he would seek redress elsewhere if Ms. Miller and Respondent were unwilling to talk to him about his concerns.

110. Three hours before the status conference, Ms. Miller emailed Mr. Tranumn giving him twenty minutes to supplement his account and to withdraw any concerns he had about the representation and his statement about seeking redress elsewhere. She stated that, if Mr. Tranumn would not change his mind about the issues in her email by 9:00 a.m., she would withdraw her appearance. Ms. Miller cc'd Respondent on the email.

111. In her email, Ms. Miller did not offer to provide Mr. Tranumn with his case file, advise him of upcoming deadlines in the case, or offer to seek an enlargement to allow Mr. Tranumn time to find other representation.

112. While these emails were being exchanged, Mr. Tranumn left several voicemail messages for Respondent asking if someone else could be assigned to his case. Respondent did not reply to Mr. Tranumn's messages.

113. Respondent knew or should have known that Ms. Miller withdrew her appearance at 9:22 a.m. Pursuant to Respondent's policies and procedures, Ms. Miller did not ask for an extension of time for Mr. Tranumn to be able to find representation.

114. Mr. Tranumn attended the scheduled hearing at 11:30 a.m. that morning *pro se.*

115. Ultimately, Mr. Tranumn could not find other representation, and had to respond to the agency's pending summary judgment motion on his own.

116. The Administrative Judge entered summary judgment for the agency.

> 117. Ms. Miller and Respondent never provided Mr. Tranumn with his case file. Nor did they provide him with a list of deadlines in the case.
>
> 118. Respondent violated the following District of Columbia and New York Rules of Professional Conduct:
>
> > A. D.C. Rule 5.1(b), and New York Rules 5.1(b)(1) and (2), in that he failed to take reasonable steps to ensure that his Firm protected Mr. Tranumn's interest when Ms. Miller terminated the Firm's representation of Mr. Tranumn;
> >
> > B. D.C. Rule 5.1(c)(2) and New York Rule 5.1(d)(2)(i) and (ii), in that he supervised Ms. Miller and knew or should have known of her misconduct, but failed to mitigate it or take remedial action;
> >
> > C. [D.C.] Rule 1.4(a), in that he failed to reply to Mr. Tranumn's reasonable requests for information; and
> >
> > D. [D.C.] Rule 1.16(d), in that, when his Firm withdrew, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests, including by giving reasonable notice to the client, allowing time for the employment of other counsel, and surrendering papers and property to which the client was entitled.

Tr. 24; Mahoney Petition at 2-28.

5. Mr. Mahoney is agreeing to the disposition because Mr. Mahoney believes that he cannot successfully defend against discipline based on the stipulated misconduct. Tr. 23; Mahoney Affidavit ¶ 5.

6. Disciplinary Counsel has made no promises to Mr. Mahoney other than what is contained in the Mahoney Petition. Mahoney Affidavit ¶ 7. Those promises are that Disciplinary Counsel will not pursue any additional charges or sanction arising out of the conduct described in the Petition. Mahoney Petition at 28. Mr.

Mahoney confirmed during the limited hearing that there have been no other promises or inducements other than those set forth in the Mahoney Petition. Tr. 29; Mahoney Affidavit ¶ 7.

7. Mr. Mahoney has conferred with his counsel. Tr. 15; Mahoney Affidavit ¶ 1.

8. Mr. Mahoney has freely and voluntarily acknowledged the facts and misconduct reflected in the Mahoney Petition and agreed to the sanction set forth therein. Tr. 29; Mahoney Affidavit ¶ 6.

9. Mr. Mahoney is not being subjected to coercion or duress. Tr. 30; Mahoney Affidavit ¶ 6.

10. Mr. Mahoney is competent and was not under the influence of any substance or medication that would affect his ability to make informed decisions at the limited hearing. Tr. 15-16.

11. Mr. Mahoney is fully aware of the implications of the disposition being entered into, including, but not limited to, the following:

(a) he will waive his right to cross-examine adverse witnesses and to compel witnesses to appear on his behalf;

(b) he will waive his right to have Disciplinary Counsel prove each and every charge by clear and convincing evidence;

(c) he will waive his right to file exceptions to reports and recommendations filed with the Board and with the Court;

(d) the negotiated disposition, if approved, may affect his present and future ability to practice law;

(e) the negotiated disposition, if approved, may affect his bar memberships in other jurisdictions; and

(f) any sworn statement by Mr. Mahoney in his affidavit or any statements made by him during the proceeding may be used to impeach his testimony if there is a subsequent hearing on the merits.

Tr. 18-21; Mahoney Affidavit ¶¶ 9-12.

12. Mr. Mahoney and Disciplinary Counsel have agreed that the sanction in this matter should be a sixty-day suspension, with thirty days stayed in favor of a one-year period of probation with conditions. The period of suspension shall begin thirty days after the Court enters its final order imposing the sanction. The one-year probationary period shall begin immediately after the period of suspension ends. The Court's order should include a condition that, if probation is revoked, Mr. Mahoney will be required to serve the remaining thirty days of his suspension. Mr. Mahoney and Disciplinary Counsel also have agreed to the following conditions of this negotiated disposition:

(a) Mr. Mahoney must take the Basic Training and Beyond two-day course offered by the District of Columbia Bar and must take an additional three hours of pre-approved continuing legal education that are related to attorney ethics. Mr. Mahoney must certify and provide documentary proof that he has met these

requirements to the Office of Disciplinary Counsel within six months of the date of the Court's final order;

(b) During the period of probation, Mr. Mahoney shall not be the subject of a disciplinary complaint that results in a finding that he violated the disciplinary rules of any jurisdiction in which he is admitted or licensed to practice;

(c) Mr. Mahoney must meet with Dan Mills, Esquire, the Manager of the Practice Management Advisory Service of the District of Columbia Bar (or his successor or designee) in person or virtually within thirty days of the date of the Court's final order. At that time, Mr. Mahoney must execute a waiver allowing PMAS to communicate directly with the Office of Disciplinary Counsel regarding his compliance. When Mr. Mahoney meets with PMAS virtually or in person, he will make any and all records relating to his firm and law practice available for review. Mr. Mahoney shall ask PMAS to conduct a full assessment of his business structure and his practice, including but not limited to all law firm processes and procedures, financial records, client files, engagement letters, supervision and training of staff, and responsiveness to clients. Mr. Mahoney shall adopt all recommendations and implement them in the law firm and his general practice of law.

During his probation, Mr. Mahoney shall consult regularly with PMAS on the schedule it establishes. Mr. Mahoney must be in full compliance with PMAS's requirements for a period of twelve consecutive months, and it is Mr. Mahoney's sole responsibility to demonstrate compliance. Mr. Mahoney must sign an

acknowledgement under penalty of perjury affirming that he is in compliance with PMAS's requirements and file the signed acknowledgement with the Office of Disciplinary Counsel. This must be accomplished no later than seven business days after the end of Mr. Mahoney's period of probation; and

(d) Mr. Mahoney's Rule 14(g) notification to all existing firm clients about his suspension shall also include notice that, after his thirty-day suspension, he will be on probation for one year.

(e) If Disciplinary Counsel has probable cause to believe that Mr. Mahoney has violated the terms of his probation, Disciplinary Counsel may seek to revoke his probation pursuant to D.C. Bar R. XI, § 3 and Board Rule 18.3, and request that he be required to serve the remaining thirty days of suspension.

Tr. 28-29; Mahoney Petition at 29-31. Mr. Mahoney further understands that he must file with the Court an affidavit pursuant to D.C. Bar R. XI, § 14(g) in order for his suspension to be deemed effective for purposes of reinstatement. Tr. 34-35.

13. The Mahoney Petition includes a statement demonstrating the following aggravating circumstances, which the Hearing Committee has taken into consideration: (1) Mr. Mahoney violated several rules of professional conduct in six client matters; and (2) Disciplinary Counsel informally admonished Respondent in 2016 for disclosing client confidences after the client criticized him online and, in a subsequent post where he claimed that Disciplinary Counsel had "cleared" him of certain charges, omitting material information about the rule violation that

Disciplinary Counsel told him it found had occurred. Tr. 33-34; Mahoney Petition at 34-35.

14. The Mahoney Petition includes a statement demonstrating the following mitigating circumstances, which the Hearing Committee has taken into consideration: Mr. Mahoney

(a) has expressed remorse;

(b) has cooperated with Disciplinary Counsel during the investigation of this matter;

(c) has partially reimbursed Kristen Allen $16,707.30 of the attorney's fees she paid for the representation;

(d) has instituted certain changes at the Firm including, but not limited to, offering additional virtual administrative assistance to the attorneys who work for him, instituting new policies to protect the interests of clients when terminating the representation including asking the tribunal for a thirty-day enlargement to permit the client to find new counsel, advising the client in writing of upcoming deadlines, promptly providing client files, and refunding unused advance fees within three days or as soon as possible; as well as adopting new policies about client communication, including giving clients copies of pleadings prior to their filing, promptly providing clients with copies of pleadings filed and explaining their legal import, giving the client as much advance notice as possible about the amount of money that the firm requires to be paid as advance unearned fees before work will be performed,

responding to client communications within 24-48 hours, and proper calendaring; and

(e) has engaged in or is currently engaging in bar-related and public activities including serving as co-chair of the Labor & Employment Law Section of the D.C. Bar, helping to found a charity that provides employment-related legal services to low income workers in the D.C. metro area, and serving on a council that works to protect voting rights.

Tr. 30-31. Mahoney Petition at 33-34; *see also* Tr. 31-33, 55-59.

15. The Hearing Committee has taken into consideration the written comments submitted by Ms. Allen and Mr. Zadran, described in Section II, Paragraph 15, *supra*, as well as the written comment submitted by Ms. Saceda, in which she contends that Ms. Miller and Mr. Mahoney abandoned her before her deposition and depleted her savings by overcharging her (*see supra* Section IV, Paragraphs 4(38)-(52)), and that the agreed-upon sanction is too lenient.[10] The Hearing Committee also takes into consideration the oral statements given at the hearing by Ms. Saceda, who reiterated the arguments she made in her written statement, and complainant Anthony Tranumn, who stated that his case went awry once Mr. Mahoney assigned it to Ms. Miller. *See* Tr. 54-55.

[10] Ms. Saceda's allegations are discussed further in the Confidential Appendix, *infra*.

V. MAHONEY PETITION: CONCLUSIONS

The Hearing Committee shall recommend approval of a petition for negotiated discipline if it finds:

> (1) The attorney has knowingly and voluntarily acknowledged the facts and misconduct reflected in the petition and agreed to the sanction set forth therein;
>
> (2) The facts set forth in the petition or as shown at the hearing support the admission of misconduct and the agreed upon sanction; and
>
> (3) The sanction agreed upon is justified. . . .

D.C. Bar R. XI, § 12.1(c)(1)-(3); *see also* Board Rule 17.5(a)(i)-(iii).

A. Mr. Mahoney Has Knowingly and Voluntarily Acknowledged the Facts and Misconduct and Agreed to the Stipulated Sanction.

The Hearing Committee finds that Mr. Mahoney has knowingly and voluntarily acknowledged the facts and misconduct reflected in the Mahoney Petition and agreed to the sanction therein. Mr. Mahoney, after being placed under oath, admitted the stipulated facts and charges set forth in the Mahoney Petition, and denied that he is under duress or has been coerced into entering into this disposition. *See supra* Section IV, Paragraphs 8-9. Mr. Mahoney understands the implications and consequences of entering into this negotiated discipline. *See supra* Section IV, Paragraph 11.

Mr. Mahoney has acknowledged that any and all promises that have been made to him by Disciplinary Counsel as part of this negotiated discipline are set forth in writing in the Mahoney Petition and that there are no other promises or inducements that have been made to him. *See supra* Section IV, Paragraph 6.

B. The Stipulated Facts Support the Admissions of Misconduct and the Agreed-Upon Sanction.

The Hearing Committee has carefully reviewed the facts set forth in the Mahoney Petition and established during the hearing and concludes that they support the admission of misconduct and the agreed-upon sanction. Moreover, Mr. Mahoney is agreeing to this negotiated discipline because he believes that he could not successfully defend against the misconduct described in the Mahoney Petition. *See supra* Section IV, Paragraph 5.

With regard to the second factor, the Mahoney Petition states that Mr. Mahoney violated D.C. Rule of Professional Conduct 1.4(a) in the Allen, Jedlowski, Holloway, and Tranumn matters, as well as its Maryland counterpart in the Jedlowski matter, in that he failed comply with their reasonable requests for information. The evidence supports Mr. Mahoney's admission that he violated D.C. Rule 1.4(a) in the Allen matter, *see supra* Section IV, Paragraphs 4(23)-(24), in the Holloway matter, *see supra* Section IV, Paragraphs 4(80) and 4(85)-(86), and in the Tranumn matter, *see supra* Section IV, Paragraphs 4(108)-(112). Pursuant to D.C. Rule 8.5(b), because Mr. Mahoney's failure to communicate with Mr. Jedlowski occurred in connection with a matter pending before a Maryland tribunal, the Hearing Committee finds that the Maryland Rule, rather than the D.C. Rule, applies. *See supra* note 7. Thus, the evidence supports Mr. Mahoney's admission that he violated Maryland Rules 19-301.4(a)(2) and (3) in the Jedlowski matter. *See supra* Section IV, Paragraphs 4(60)-(62) and 4(65).

The Mahoney Petition further states that Mr. Mahoney violated D.C. Rule of Professional Conduct 1.16(d) in the Holloway and Tranumn matters, in that he failed to take timely steps to protect his clients' interests when his firm withdrew, including advising them of deadlines and giving them time to retain new counsel, and, in the Tranumn matter, surrendering papers and property to which the client was entitled. The evidence supports Mr. Mahoney's admission that he violated D.C. Rule 1.16(d) in the Holloway matter, *see supra* Section IV, Paragraphs 4(87)-(93), and in the Tranumn matter, *see supra* Section IV, Paragraphs 4(110)-(113) and (117).

The Mahoney Petition further states that, in all six matters, Mr. Mahoney violated D.C. Rule of Professional Conduct 5.1(b), in that he failed to take reasonable steps to ensure that Ms. Young and Ms. Miller complied with their ethical obligations, as well as the Maryland counterpart to Rule 5.1(b) in the Jedlowski matter and the New York counterpart to Rule 5.1(b) in the Tranumn matter. Pursuant to D.C. Rule 8.5(b), because Mr. Mahoney's failure to supervise Ms. Young and Ms. Miller did not take place directly in connection with matters pending in other jurisdictions, the Hearing Committee finds that the D.C. Rule applies to all six matters.[11] Thus, the evidence supports Mr. Mahoney's admission that he violated D.C. Rule 5.1(b) in the Allen matter, *see supra* Section IV, Paragraphs 4(17) and 4(23)-(24), in the Zadran matter, *see supra* Section IV, Paragraphs 4(30), 4(32), and 4(35), in the Saceda matter, *see supra* Section IV, Paragraph 4(46), in the Jedlowski

[11] In the event that the Court concludes that Maryland Rule 5.1 and/or New York Rule 5.1 applies to Mr. Mahoney's conduct, the Hearing Committee agrees with the parties that Respondent Mahoney violated those Rules.

matter, *see supra* Section IV, Paragraphs 4(60) and 4(65), in the Holloway matter, *see supra* Section IV, Paragraph 4(87), and in the Tranumn matter, *see supra* Section IV, Paragraph 4(113).

Finally, the Mahoney Petition states that, in all six matters, Mr. Mahoney violated D.C. Rule of Professional Conduct 5.1(c)(2), in that he knew or should have known of Ms. Young and Ms. Miller's misconduct but failed to mitigate it or take remedial action, as well as the Maryland counterpart to Rule 5.1(c)(2) in the Jedlowski matter and the New York counterpart to Rule 5.1(c)(2) in the Tranumn matter. Consistent with the discussion in the previous paragraph, pursuant to D.C. Rule 8.5(b), because Mr. Mahoney's failure to mitigate misconduct or take remedial action did not take place directly in connection with matters pending in other jurisdictions, the Hearing Committee finds that the D.C. Rule applies to all six matters. Thus, the evidence supports Mr. Mahoney's admission that he violated D.C. Rule 5.1(c)(2) in the Allen matter, *see supra* Section IV, Paragraphs 4(23)-(24), in the Zadran matter, *see supra* Section IV, Paragraphs 4(32) and 4(35), in the Saceda matter, *see supra* Section IV, Paragraph 4(45), in the Jedlowski matter, *see supra* Section IV, Paragraphs 4(60) and 4(65), in the Holloway matter, *see supra* Section IV, Paragraphs 4(79)-(80) and (85), and in the Tranumn matter, *see supra* Section IV, Paragraphs 4(110)-(112).

C. The Agreed-Upon Sanction Is Justified.

Again, the third factor the Hearing Committee must consider is whether the sanction agreed upon is justified. *See* D.C. Bar R. XI, § 12.1(c); Board Rule

17.5(a)(iii) (explaining that hearing committees should consider "the record as a whole, including the nature of the misconduct, any charges or investigations that Disciplinary Counsel has agreed not to pursue, the strengths or weaknesses of Disciplinary Counsel's evidence, any circumstances in aggravation and mitigation (including respondent's cooperation with Disciplinary Counsel and acceptance of responsibility), and relevant precedent"); *Johnson*, 984 A.2d at 181 (providing that a negotiated sanction may not be "unduly lenient"). Based on the record as a whole, including the stipulated circumstances in mitigation, the Hearing Committee Chair's *in camera* review of Disciplinary Counsel's investigative file and *ex parte* discussion with Disciplinary Counsel, and the Committee's review of relevant precedent, the Hearing Committee concludes that the agreed-upon sanction is justified and not unduly lenient.

Specifically, sanctions imposed for failure to supervise subordinate attorneys, failure to communicate with clients, and failure to protect clients' interests upon termination of the representation have varied depending on the seriousness of the underlying misconduct, but they have not exceeded a six-month suspension. *See, e.g.*, *In re Dickens*, 174 A.3d 283, 306 (D.C. 2017) (six-month suspension for a supervising attorney who ignored warning signs that a subordinate attorney was mishandling an estate matter and failed to prevent that attorney's theft of nearly $1.5 million from three estates, in violation of Rules 1.3(a) and 5.1(a) and (c)(2)); *In re Cohen*, 847 A.2d 1162, 1163-66 (D.C. 2004) (30-day suspension for a supervisory attorney who, while his firm represented two clients seeking a trademark

registration, continued to represent one client whose interests became adverse to the other, failed to respond to the second client's inquiries, failed to provide client records upon request, failed to advise the second client of issues pending in the case, and failed to prevent false statements made by a subordinate attorney to the USPTO, in violation of Rules 1.4(a), 1.7(b), 1.16(d), and 5.1(a) and (c)(2)); *In re Baron*, 808 A.2d 497, 498-99 (D.C. 2002) (per curiam) (30-day suspension stayed in favor of probation for a CJA attorney who failed to communicate with the client during the entire pendency of the representation, ignored the court's instructions to contact the client, ignored an offer for a co-defendant's counsel to file a joint motion for a new trial, and failed to send the client his file until two years after the client filed a disciplinary complaint, in violation of Rules 1.4(a) and (b) and 1.16(d)); Order, *In re O'Duden*, Bar Docket Nos. 403-95, 72-95 & 73-95, at 7-9, 16-17 (BPR June 20, 2001) (Board reprimand for the general counsel of a labor union who failed to set up an escrow account despite knowing that the union would be receiving settlement funds on behalf of a client, causing two subordinate attorneys to engage in commingling, in violation of Rules 5.1(b) and (c)(2)). Though Mr. Mahoney committed these violations in connection with six separate cases – a significant aggravating factor – they mostly arose from the same failure to properly manage a law firm, and the underlying misconduct committed by his subordinates is not nearly as extreme as that at issue in *Dickens*.

VI. CONCLUSION AND RECOMMENDATION

For the reasons stated above, it is the recommendation of this Hearing Committee that the negotiated disciplines be approved and that the Court impose a thirty-day suspension, fully stayed in favor of one year of probation with conditions for Ms. Young and a sixty-day suspension, with thirty days stayed in favor of one year of probation with conditions for Mr. Mahoney.

AD HOC HEARING COMMITTEE

Janea Hawkins

Janea Hawkins, Esquire
Chair

Roxanne Littner

Ms. Roxanne Littner
Public Member

A. J. Kramer

Abraham "A.J." Kramer, Esquire
Attorney Member