



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

<b>In the Matter of</b>	:	
	:	
<b>BRUCE A. JOHNSON, JR., ESQUIRE,</b>	:	
	:	
<b>Respondent,</b>	:	<b>Disciplinary Docket Nos. 2017-D158,</b>
	:	<b>2018-D337, and 2018-D357</b>
	:	
<b>A Member of the Bar of the</b>	:	
<b>District of Columbia Court of Appeals.</b>	:	
<b>Bar Number: 445925</b>	:	
<b>Date of Admission: March 3, 1995</b>	:	
	:	

**CORRECTED SPECIFICATION OF CHARGES**

The disciplinary proceedings instituted by this petition are based upon conduct that violates the standards governing the practice of law in the District of Columbia as prescribed by D.C. Bar R. X and XI, § 2(b).

Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar R. XI. Pursuant to D.C. Bar R. XI, § 1(a), jurisdiction is found because:

1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on March 3, 1995, and assigned Bar number 445925. Respondent is also a member of the Maryland Bar. His law office is located in Maryland. Some of his clients have matters in the District of Columbia, and some have matters in Maryland.

The facts giving rise to the charges of misconduct are as follows:

**COUNT ONE (DDNo. 2017-D158)**

2. In February 2015, Linda Carlos retained Respondent to represent her business, Essential Security Services, LLC, in a number of matters.

3. Between February and early July 2015, when Ms. Carlos discharged Respondent,

Respondent agreed to handle several matters, including: (1) responding to employee claims to the D.C. Department of Employment Services for unpaid wages, including the claim of Rhonda Neal; (2) a lawsuit that Jamaar Brooks filed against Essential Security Services in the D.C. Superior Court; (3) a claim for unpaid legal fees made by Johnathan Love who, in April 2015, sued Essential Security Services and Ms. Carlos in the D.C. Superior Court; (4) a claim for unpaid overtime wages by Preston Joyner against Essential Security Services; (5) a claim against BB&T bank relating to unauthorized withdrawals; and (6) claims and a lawsuit filed by Francis Maduwuba in the District Court for Prince George's County, Maryland.

4. At Respondent's request, Ms. Carlos paid Respondent for each of the matters he agreed to handle. Ms. Carlos made most of her payments to Respondent by credit card. The credit card payments she made included: \$4,000 on or about February 9, 2015; \$1,600 on or about March 16, 2015; \$2,500 on or about May 11, 2015; \$2,500 on or about May 31, 2015; and \$2,500 on or about June 11, 2015.

5. For some of the credit card payments Ms. Carlos made to Respondent there were corresponding deposits reflected in Respondent's client trust account or IOLTA, account no. xxxxx2468, at Capital One.

6. Respondent did not provide Ms. Carlos fee agreements for the various matters he had agreed to handle for her company.

7. Respondent provided Ms. Carlos receipts for some of the payments she made, but did not provide her any invoices reflecting the time he spent on her various matters. Nor did Respondent provide Ms. Carlos any information about what he had done with her funds, including whether and when he had withdrawn them from his IOLTA as earned fees.

8. Ms. Carlos never agreed that Respondent could take the fees she paid him without

earning them.

9. On June 29, 2015, Respondent sent Ms. Carlos a letter requesting an additional \$16,000 to represent her company in the trial for the action filed by Jamaar Brooks.

10. Ms. Carlos declined to pay Respondent any additional fees and retained another lawyer to represent her company.

11. On July 5, 2015, Ms. Carlos sent an email to Respondent saying she was ending all services with his firm and asking him to send her files to her new attorney.

12. After Ms. Carlos terminated Respondent in early July 2015, he did not provide her any records reflecting the time that he or his staff spent on any matter and the fees he calculated based on that time.

13. In May 2017, Ms. Carlos filed a disciplinary complaint against Respondent. Ms. Carlos alleged, among other things, that Respondent had done little or nothing in some matters to earn the fees she had paid him. Ms. Carlos sought a refund of the fees paid to Respondent.

14. Respondent did not refund any fees to Ms. Carlos; nor did he provide Ms. Carlos an accounting or information about what he had done with her funds, including the time he spent on her matters entitling him to the fees she advanced for the various matters.

15. To investigate the complaint filed by Ms. Carlos, Disciplinary Counsel sent Respondent a subpoena requesting his client files and financial records reflecting his receipt and handling of Ms. Carlos's money.

16. Respondent produced five fee agreements to Disciplinary Counsel, none of which were signed by Ms. Carlos (and only one was signed and dated by Respondent). The agreements that Respondent provided set forth the scope of his representation as: (i) representation in Case No. 2015 CA 2111 (the District of Columbia's lawsuit against Essential Security Services and Ms.

Carlos for alleged minimum wage act violations); (ii) assisting in “all issues” relating to overtime pay of wages to employees, but excluding any trial, hearing or criminal charge; (iii) representation in *Maduwuba v. Alpha Protective Services* which was pending in the District Court for Prince George’s County, Maryland; (iv) vacating the judgment in Case No. 2015 CA 1063 (the lawsuit filed by Jamaar Brooks); and (v) recovering funds taken from the company account without authorization, but excluding any trial, hearing or criminal charge.

17. The fee agreements set forth “total fees” that Respondent would charge for the representation in the particular matter and provided that “in the event of termination,” Ms. Carlos would pay Respondent and his staff their hourly fees.

18. The fee agreements did not state how Respondent would treat the advance fees that Ms. Carlos was required to pay Respondent.

19. Respondent subsequently produced additional financial records, including client ledgers for four of Ms. Carlos’s matters. Respondent did not produce any time records or client invoices to support the deductions on the ledgers.

20. Respondent’s four client ledgers for Ms. Carlos’s matters reflect that in three of them, Respondent had not earned all the fees he was advanced. For example, Respondent’s ledger for the overtime wage claims reflected that Respondent had earned and deducted \$1,750 from Ms. Carlos’s \$4,000 payment on February 9, 2015, and he was holding an unearned balance of \$2,250 as of March 25, 2015. The client ledger for the action for Mr. Brooks reflected that Respondent had received two payments of \$2,500 each, and had charged fees of \$3,500, but deducted only \$2,500, and Ms. Carlos still had a balance of \$2,500 on June 12, 2015. A third client ledger reflected that Respondent had earned \$1,500 in fees and incurred \$16.45 in expenses and deducted \$1,016.45 from Ms. Carlo’s \$2,500 payment on May 11, 2015, and there was a balance of

\$1,983.55 as of May 22, 2015 (only \$500 of which was earned).

21. After Respondent produced the fee agreements, Disciplinary Counsel asked him whether he had given Ms. Carlos any of them and to provide proof if he had.

22. Respondent failed to respond.

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

a. Rule 1.5(b), in that Respondent did not communicate to his client in writing the basis or rate of his fee and the scope of the representation before or within a reasonable time after commencing the representation;

b. Rules 1.15(a) and (e) in that Respondent failed to keep and preserve complete records of the advance fees and entrusted funds that he received;

c. Rule 1.16(d), in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to surrender papers and property to which the client was entitled and to refund advance payments of fees and expenses that were not earned or incurred;

d. Rule 8.1(b), in that Respondent failed to respond reasonably to a lawful demand for information from a disciplinary authority; and

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

#### **COUNT TWO (DDNo. 2018-D337)**

24. In February 2016, the D.C. Fire and Emergency Management Services Department (FEMS) discharged Barnedia Drayton from her position as an Emergency Medical Technician.

25. In April 2016, Ms. Drayton, represented by counsel other than Respondent, filed a

Petition for Appeal with the D.C. Office of Employee Appeals (OEA) challenging her removal by FEMS.

26. In early 2017, Ms. Drayton met with Respondent and paid him \$200 for a consultation. Respondent told her that he could represent her in her employment matter for \$10,000.

27. In late March 2017, Ms. Drayton retained Respondent to take over the representation in her employment matter and, on March 31, 2017, paid him \$2,000 toward his fee.

28. Respondent did not provide Ms. Drayton a written agreement stating the basis or rate of his fee, or the scope of the representation. Nor did Respondent discuss with Ms. Drayton how he would handle the fees she advanced for the representation.

29. Between April and November 2017, Ms. Drayton made four other payments of \$2,000 each to Respondent for a total fee of \$10,000.

30. Respondent deposited Ms. Drayton's five checks totaling \$10,000 in his client trust account at Capital One. He did not provide her invoices or billing statements or advise her when he had withdrawn her funds as earned fees.

31. On May 1, 2017, Respondent entered his appearance with OEA as counsel for Ms. Drayton and requested an extension to file her prehearing statement and a postponement of the prehearing conference. The Administrative Judge granted the extensions.

32. The parties took discovery in 2017 and early 2018. On March 16, 2018, Respondent filed a brief on behalf of Ms. Drayton.

33. On August 20, 2018, the Administrative Judge issued a decision in favor of FEMS upholding its removal of Ms. Drayton.

34. Ms. Drayton learned of the adverse decision when she received a copy of it from

OEA. When she discussed it with Respondent, he told her the evidence was not “sufficient” and asked for another \$10,000 to pursue an appeal.

35. Ms. Drayton refused to pay Respondent any additional fees and asked him to return her documents and turn over her files. Respondent did not return her documents or turn over her files. A member of Respondent’s staff and then Respondent told Ms. Drayton that she would have to pay \$200 to Respondent’s firm before the firm would provide her a copy of her file.

36. In November 2018, Ms. Drayton filed a complaint against Respondent alleging that he had not responded to her inquiries during the representation, delegated her matter to various staff members, demanded that she pay fees in addition to the \$10,000 he said he would charge, and failed to return her documents and turn over her file. Ms. Drayton sought a refund of the fees she paid Respondent.

37. Disciplinary Counsel sent Respondent a letter enclosing a copy of Ms. Drayton’s complaint with attachments and asked him to respond to the allegations.

38. Respondent sent Disciplinary Counsel a letter dated December 17, 2018, stating that he worked “extremely hard” on Ms. Drayton’s case and the OEA’s decision could have gone the other way. He did not, however, respond to the allegations in Ms. Drayton’s complaint. Respondent enclosed with his letter a copy of the Administrative Judge’s decision and copies of the pleadings and other documents from the administrative proceeding.

39. On April 9, 2019, Disciplinary Counsel sent Respondent a letter requesting him to respond to Ms. Drayton’s allegations and enclosing a subpoena *duces tecum* for a copy of the client file and related financial records.

40. Respondent did not respond to the letter or produce any documents by the April 22, 2019, the return date on the subpoena.

41. On May 8, 2019, Disciplinary Counsel sent Respondent a follow-up letter requesting a response to Ms. Drayton's allegations and compliance with the subpoena *duces tecum*.

42. Respondent failed to respond or produce any documents responsive to the subpoena.

43. On May 22, 2019, Disciplinary Counsel filed with the Court a motion to enforce the subpoena.

44. On May 24, 2019, Respondent delivered a response to the bar complaint dated May 23, 2019, attaching some but not all the documents responsive to Disciplinary Counsel's subpoena.

45. One of the documents Respondent included with his response to Disciplinary Counsel was an undated, unsigned fee agreement stating he would charge Ms. Drayton \$2,000 to prepare a demand letter for reinstatement and employment. This did not accurately describe the services Respondent was hired to perform or the fee that he charged and collected. Respondent had not provided the fee agreement to Ms. Drayton.

46. Respondent also produced a ledger of the time that he and his staff allegedly spent on Ms. Drayton's matter. Many of the later time entries were to "Organize and update pleadings file." Respondent did not produce any records reflecting his receipt and handling of the \$10,000 he received from Ms. Drayton.

47. On June 25, 2019, the Court granted Disciplinary Counsel's motion and directed Respondent to comply with the subpoena by providing responsive documents within 15 days.

48. Disciplinary Counsel emailed a copy of the Court order to Respondent on June 25, 2019, requesting that he provide his financial records, the emails he and his office exchanged with Ms. Drayton, and all other documents responsive to the subpoena.

49. On July 9, 2019, Respondent delivered a cover letter dated July 5, 2019, and



additional documents responsive to Disciplinary Counsel's subpoena. The additional documents included copies of four of the five checks or money orders Ms. Drayton provided to Respondent totaling \$8,000 and a client ledger reflecting that Ms. Drayton had made payments to him totaling \$13,000.

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

a. Rule 1.5(b), in that Respondent did not communicate to his client in writing the basis or rate of his fee and the scope of the representation before or within a reasonable time after commencing the representation;

b. Rules 1.15(a) and (e) in that Respondent failed to keep and preserve complete records of the advance fees that he received;

c. Rule 1.16(d), in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to surrender papers and property to which the client was entitled and to refund advance payments of fees and expenses that were not earned or incurred; and

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

### **COUNT THREE (DDNo. 2018-D357)**

51. In December 2018, Disciplinary Counsel opened an investigation of Respondent based on notices from Capital One that Respondent's client trust account or IOLTA did not have sufficient funds to cover six checks that Respondent wrote on the account.

52. In February 2019, Respondent provided a response explaining the purpose of each of the six checks and the deposits that he previously made in the client trust account to cover them.

53. In explaining the overdrafts to Disciplinary Counsel, Respondent stated that the checks causing the overdrafts “bounced off the trust account because credit card fees have not been reimbursed to the trust account.” According to Respondent’s calculations, the “overall total to reimburse [his] trust acct.” for credit card and check printing fees in 2017 and 2018 was \$17,389.11.

54. Beginning no later than January 2015, Respondent accepted credit card payments from clients that were deposited in his trust account. Total System Services (TSYS), a credit card processor, charged fees for processing the credit card payments that were deducted from Respondent’s trust account on a monthly basis. The monthly fees generally were several hundred dollars, but in some months exceeded \$1,000.

55. The withdrawals for credit card fees for TSYS were reflected on the monthly bank statements that Capital One provided to Respondent beginning no later than January 2015 and continuing through 2019.

56. The bank statements also reflected that between January 2015 and July 2016 a number of debits or withdrawals were made from the trust account for fees associated with American Express. The monthly fees for American Express ranged from \$16 to \$135 per month.

57. Between 2015 and 2019, approximately \$32,000 in fees for TSYS and American Express were deducted from Respondent’s trust account.

58. Respondent did not charge his clients additional amounts when they used credit cards to pay his fees. The client ledgers that Respondent produced reflect that he gave the client credit for the entire amount of the credit card charge.

59. Respondent did not pay the credit fees deducted from his trust account with his own funds.

60. Because of the deductions for credit card fees, there were insufficient funds in Respondent's trust account to pay various checks Respondent wrote to himself and others in November 2018.

61. On December 28, 2018, Respondent made a wire transfer of \$15,000 from his own account to the trust account to replenish the funds previously withdrawn to pay the credit card fees. On January 11, 2019, Respondent transferred another \$5,000 from his account to the trust account.

62. In November 2018, prior to the deposit of \$20,000 of his own funds in the trust account and the deposit of funds belonging to other clients, Respondent was supposed to be holding advance fees and other funds in trust for clients. Because of the deductions for credit card fees, the balance in Respondent's trust account was less than \$10 in November 2018.

63. In November 2018, Respondent was supposed to be holding at least \$948.94 in trust for Alpha Gibbs or Alexander Gibbs Chartered. Respondent reimbursed the client this amount in January 2019, after he had deposited \$20,000 of his own funds in the trust account.

64. According to Respondent's "Client Trust Listing," a number of other clients also had an "account balance" in late 2018, including Lily's Mexican Market. According to Respondent's client ledger, Lily's Mexican Market had a balance of \$1,359.50 after Respondent wrote himself a trust account check for \$640.50 on November 21, 2018 (the check for \$640.50 was one of the checks that was returned for insufficient funds).

65. Disciplinary Counsel asked Respondent to explain his handling of client funds, including the funds held on behalf of Alpha Gibbs and Lily's Mexican Market, and provide supporting documents.

66. Respondent did not respond to Disciplinary Counsel's inquiries or provide any additional documentation, including after he was sent a follow-up letter.

67. Respondent's conduct violated the following District of Columbia Rules of Professional Conduct and/or the Maryland Rules of Professional Conduct governing trust accounts and record-keeping (*i.e.*, Maryland Rules 19-301.15, 19-410, and 19-407):

a. Rules 1.15(a) and (e) in that Respondent failed to keep and preserve complete records of entrusted funds;

b. Rule 1.15(a) and/or (e), in that Respondent failed to hold and safekeep advances of unearned fees and unincurred expenses that were in his possession in connection with representations, but used those funds to pay credit card and bank fees and thereby engaged in reckless misappropriation;

c. Rule 8.1(b), in that Respondent failed to respond reasonably to a lawful demand for information from a disciplinary authority; and

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

\_\_\_\_\_/s/\_\_\_\_\_  
Hamilton P. Fox, III  
Disciplinary Counsel

\_\_\_\_\_/s/\_\_\_\_\_  
Julia Porter  
Deputy Disciplinary Counsel

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**VERIFICATION**

I verify under penalty of perjury that the foregoing is true and correct. Executed on August 18, 2020.

\_\_\_\_\_/s/\_\_\_\_\_  
Julia L. Porter  
Deputy Disciplinary Counsel