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July 8, 2016

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**BY FIRST-CLASS AND CERTIFIED
MAIL NO. 9414 7266 9904 2060 2438 80**

Donald B. Terrell, Esquire
5611 Vantage Point Road
Columbia, Maryland 21044

In re Donald B. Terrell, Esquire
(D.C. Bar Registration No. 416562)
Bar Docket No. 2015-D237

Dear Mr. Terrell:

This office has completed its investigation of the above-referenced matters. We find that your conduct reflected a disregard of certain ethical standards under the District of Columbia Rules of Professional Conduct. We therefore are issuing you this Informal Admonition pursuant to D.C. Bar Rule XI, §§ 3, 6, and 8.

In October 2011, the client-complainant retained you to represent him in an employment discrimination matter, and paid you a fee of \$2,500. In February 2012, you filed a civil complaint on behalf of the client in federal court. It was not until January 2014, however, that you provided the client a retainer agreement. By that time, the parties had begun settlement negotiations and your client disputed your entitlement to a contingency fee. The client stated that you had never advised him you would charge a contingency fee, but rather told him you would seek additional attorney's fees from the defendants.

When you sent the client a retainer agreement in January 2014 setting forth a one-third contingency fee, the client would not sign the agreement and did not agree to its terms. The client eventually settled with the defendants, but your claim for additional fees became an issue in the settlement negotiations. Several days after the parties agreed to a settlement, you filed a motion to withdraw as counsel and a notice of charging lien. Your client then filed a complaint with Disciplinary Counsel. Approximately a week after your client filed his complaint, he and you reached an agreement as to the fees you would be paid from the settlement.

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Rule 1.5(b) provides that:

When the lawyer has not regularly represented the client, the basis or rate of the fee, the scope of the lawyer's representation, and the expenses for which the client will be responsible shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation.

Rule 1.5(c) further provides that a contingency fee must be in writing, and must state the method by which the fee is to be determined, including the percentage or percentages that will accrue to the lawyer in the event of a settlement, trial or appeal, and the expenses to be deducted from the recovery and whether they will be deducted before or after the contingent fee is calculated. A written statement concerning the fee furnished in advance or promptly upon commencing the representation "reduces the possibility of misunderstanding." Comment [2].

Your failure to provide the client a writing setting forth the basis or rate of your contingent fee, and the scope of your representation, violated Rules 1.5(b) and (c). Had you provided the client the required writing and done so at the outset of the representation, you could have avoided the dispute over your entitlement to additional fees from the client and the amount of those fees.

In deciding to issue you an Informal Admonition, we have considered that the fee you ultimately agreed to receive was substantially less than the contingency fee you sought and you have no prior discipline.

This letter constitutes an Informal Admonition pursuant to D.C. Bar Rule XI, §§ 3, 6, and 8, and is public when issued. Please refer to the attachment to this letter of Informal Admonition for a statement of its effect and your right to have it vacated and have a formal hearing before a hearing committee.

If you would like to have a formal hearing, you must submit a written request for a hearing to the Office of Disciplinary Counsel, with a copy to the Board on Professional Responsibility, within 14 days of the date of this letter, unless Disciplinary Counsel grants an extension of time. If a hearing is requested, this Informal Admonition will be vacated, and Disciplinary Counsel will institute formal charges pursuant to D.C. Bar Rule XI, § 8(c). The case will then be assigned to a Hearing Committee, and a hearing will be scheduled by the Executive Attorney for the Board on Professional Responsibility pursuant to D.C. Bar Rule XI, § 8(d). Such a hearing could result in

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a recommendation to dismiss the charges against you or a recommendation for a finding of culpability, in which case the sanction recommended by the Hearing Committee is not limited to an Informal Admonition.

Sincerely,

Wallace E. Skipp, Jr.
Disciplinary Counsel

Enclosure: Attachment to Letter of Informal Admonition

cc (w/o Encl.): Client-Complainant

WES:JLP:act