



OFFICE OF DISCIPLINARY COUNSEL

June 24, 2019

BY CERTIFIED MAIL
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Yolanda Thompson, Esq.
12007 Bronzegate Place
Silver Spring, MD 20904

In re Yolanda Thompson, Esquire
D.C. Bar Registration No. 1005834
Disciplinary Docket No. 2016-D008

Dear Ms. Thompson:

This office has completed its investigation of the above-referenced matter. We find that your conduct reflected a disregard of certain ethical standards under the District of Columbia Rules of Professional Conduct (the "Rules"). We also find, however, that there are significant mitigating factors that warrant issuing you an informal admonition, which is the lowest form of discipline, rather than filing formal charges. In consideration of your conduct and the mitigating factors, we are issuing you this Informal Admonition pursuant to D.C. Bar Rule XI, §§ 3, 6, and 8.

This matter was docketed for investigation based on a complaint from your former client, Mr. Osho, who complained that you stopped communicating with him and failed to file a complaint in his case. In response, you acknowledge that you stopped communicating with Mr. Osho, but you assert you were not required to file a complaint.

Based upon our investigation, we find as follows:

In 2015, Mr. Osho worked for a government contracting company (the "Company") that was providing IT support to the U.S. Military in Kuwait. On August 7, 2015, Mr. Osho received a letter of termination, notifying him that his employment would be terminated as of August 21, 2015. Mr. Osho believed his employment was being wrongfully terminated.

On August 15, 2015, Mr. Osho and his daughter, who was helping him with his case, began consulting with you. On August 17, 2015, Mr. Osho signed a retainer agreement with you. Under the retainer agreement, Mr. Osho agreed to pay a \$5,000 flat fee in exchange for your "assistance on the employment issue involving his current employer . . . and its decision to terminate [him]." The agreement provided that if the matter became "more complex tha[n] what

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was initially presented,” then you and Mr. Osho would come to an agreement about additional fees for additional services. The agreement did not specify what legal services were covered by your “assistance.”

Between August 17 and August 30, 2015, you communicated and negotiated with the Company about Mr. Osho’s termination. The Company agreed to extend Mr. Osho’s termination by one week, until August 28, 2015. Company representatives also worked with you and Mr. Osho to coordinate with a work placement team to see if Mr. Osho could be assigned to other positions within the company. On August 30, 2015, you told Mr. Osho and his daughter that the negotiations and work placement discussions would likely not be successful, and you advised the next course of action would be to file a complaint. You also discussed that because there was a significantly higher amount of work required than earlier contemplated, you would need to come to an agreement about additional fees.

Between August 30 and September 7, 2015, you continued to communicate with Mr. Osho and the Company about additional work placement options to no avail. After the work placement discussions ended on September 7, 2015, however, you stopped communicating with Mr. Osho without filing a complaint. Both he and his daughter attempted to reach you by phone, email, and text message. In October 2015, you spoke with Mr. Osho’s daughter by phone and told her that you had medical issues, but you never returned Mr. Osho’s requests for information or communicated with him directly. On November 19, 2015, Mr. Osho sent you a summary of his unsuccessful attempts to contact you and requested your response. After you did not respond, he filed a complaint with our office in December 2015.

Based upon our investigation of this matter, we find that your conduct violated Rule 1.3(c) (Promptness) and Rule 1.4(a) (Failure to Communicate). Rule 1.3(c) requires a lawyer to act with reasonable promptness in representing a client. Rule 1.4(a) requires a lawyer to keep her client reasonably informed about the status of a matter and promptly comply with reasonable requests for information. As you acknowledged to our office, you violated Rules 1.3(c) and 1.4(a) when you stopped communicating with Mr. Osho about his case while you still represented him.

Conclusion

In issuing this informal admonition, rather than pursuing formal charges, we have taken into consideration several mitigating factors. During the time of your misconduct, you say that you were dealing with personal and family medical issues. You acknowledged your misconduct. You agreed to enter into a payment plan to refund \$1,250 to your client within six months of your receipt of this letter.¹ You agreed to take five credit hours of continuing legal education, pre-

¹ This payment should not affect any award pursuant to any civil action or arbitration over the \$5,000 fee (except that any award should consider the amount you can show you already voluntarily paid to Mr. Osho).

approved by Disciplinary Counsel, within one year of this letter. You agreed to contact the District of Columbia Bar's Practice Management Advisory Service ("PMAS") within 30 days from the date of this letter and to meet with and obtain an assessment from PMAS. You agreed to comply with and implement PMAS's reasonable recommendations, and you agreed to waive confidentiality to allow PMAS to confirm with Disciplinary Counsel whether you completed the assessment and implemented its recommendations. Finally, you agreed that if you fail to refund \$1,250 to Mr. Osho within six months, fail to attend the pre-approved continuing legal education class or classes, or fail to cooperate with PMAS, Disciplinary Counsel, in its discretion, may declare this Informal Admonition null and void, re-open this matter, and institute formal charges against you.

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 change your mind and 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 R. XI § 8(b). 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 R. XI § 8(c). Such a hearing could result in 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,

Hamilton P. Fox
Disciplinary Counsel

Encl.: Attachment to Letter of Informal Admonition

cc: Complainant, Mr. Osho

HPF:SPO:itm