

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



In the Matter of

RICHARD TAPPAN,

Respondent

**A Member of the Bar of the
D.C. Court of Appeals
(Bar Registration No. 499813)**

Disciplinary Docket No. 2019-D130

PETITION FOR NEGOTIATED DISCIPLINE

Disciplinary Counsel and Respondent agree to this petition for negotiated discipline pursuant to D.C. Bar Rule XI, § 12.1 and Board Rule 17. Disciplinary Counsel opened an investigation of Respondent pursuant to D.C. Bar Rule XI, §§ 6(a)(2), 8(a), and Board Rule 2.1, and filed charges against him in July 2022.

**I. STATEMENT OF THE NATURE OF THE MATTER THAT WAS
BROUGHT TO DISCIPLINARY COUNSEL'S ATTENTION**

This matter was brought to Disciplinary Counsel's attention by the care facility for an incapacitated ward for whom Respondent served as guardian and conservator. The care facility alleged that Respondent had failed to pay the ward's living and care expenses over a lengthy period of time. Disciplinary Counsel also investigated Respondent's other actions as guardian and conservator of the ward.

II. STIPULATION OF FACTS AND RULE VIOLATIONS

1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on December 10, 2007, and assigned Bar number 499813.

Respondent's Appointment as Guardian and Conservator

2. On September 30, 2015, Med-Star Georgetown Medical Center, through counsel, filed a petition with the Probate Division of the D.C. Superior Court (Probate Court) alleging that Robert Randall, a resident of Washington, D.C., was incapacitated and needed a guardian and conservator.

3. On October 16, 2015, the Probate Court held a hearing on whether to appoint a guardian and conservator for Mr. Randall. After the hearing, the Probate Court appointed Respondent as Temporary Guardian for Mr. Randall (the Ward).

4. On November 12, 2015, the court found that the Ward was incapacitated, extended the temporary guardianship, and appointed Respondent temporary guardian and conservator of the Ward.

5. On November 19, 2015, after holding a hearing, the Probate Court reaffirmed that the Ward was incapacitated, and over the Ward's objection, appointed Respondent as his guardian and conservator.¹

¹ A guardian is responsible for handling the incapacitated ward's medical,

6. The Probate Court issued letters of guardianship and conservatorship to Respondent on January 14, 2016.

Respondent Took Years to Sell the Ward's Real Property

7. In December 2015, Respondent assisted the Ward in moving to The Residences at Thomas Circle, an assisted living facility in Washington, D.C. In his capacity as the Ward's conservator, Respondent signed the Residency Agreement dated December 3, 2015, and acknowledged that, as the Ward's conservator, he was responsible for paying the Ward's fees and charges with the Ward's funds.

8. On January 8, 2016, Respondent filed a petition for permission to sell the Ward's real property – a condominium at 1727 Massachusetts Avenue, NW, Washington, D.C. 20036.

9. On January 27, 2016, the Probate Court denied the petition without prejudice to Respondent's filing an appraisal for the real property and posting a bond sufficient to protect the appraised value of the Ward's real and personal property.

10. On February 10, 2016, Respondent filed a renewed petition for permission to sell the Ward's property. That same day, Respondent filed an

financial, and personal affairs, and a conservator is responsible for handling the incapacitated ward's finances.

Inventory of the Ward's assets in which he valued the condominium at \$332,760 (based on internet market estimates), and the Ward's personal property at \$136,726.72.

11. On February 22, 2016, the Probate Court denied Respondent's second petition, without prejudice to Respondent's posting a bond of \$497,500.

12. On March 24, 2016, after posting the required bond, Respondent filed a third petition for permission to sell the Ward's real property. In the third petition, Respondent repeated his claims in the earlier petitions that the condominium should be sold because it "continues to accrue condo fees and fall into disrepair while serving no financial value to the Ward." Respondent went on to say that: "It makes financial sense to sell the property and use the proceeds to benefit the Ward and pay for his stay at Thomas Circle."

13. On April 5, 2016, the Probate Court granted the third petition. As explained below, Respondent did not sell the condominium until March 22, 2019.

14. In April 2016, after spending more than \$4,000 of the Ward's funds to clean and repair the apartment, Respondent listed it for sale. Within two weeks, a buyer agreed to pay \$260,000 in cash for the condominium. Prior to the closing, the settlement agent informed Respondent that the condominium was held in the name of "The Robert L. Randall Living Trust" (RLT). The RLT named the Ward as the sole trustee and provided that if the Ward became disabled, Shelton Binstock

would become the successor trustee and if Mr. Binstock was unwilling or unable to serve, James Secrist would become the successor trustee. The sale of the condominium did not go forward in April 2016.

15. Also in April 2016, the condominium association filed a notice of foreclosure and lien against the condominium for \$23,681.73 - \$20,082.35 in unpaid assessments, \$840 in late fees, and \$2,759.38 for attorney's fees.

16. In February 2017, Respondent retained and paid, with the Ward's funds, another attorney to file an action in the D.C. Superior Court to have Respondent appointed as trustee of the Ward's trust. The court dismissed the action in April 2017 for failing to file an acknowledgement of service or proof of service of the summons and the complaint. The same action was reinstated in April 2017, and the court granted the motion to serve by publication. In August 2017, after filing proof of service and publication, the lawyer retained by Respondent filed a motion for default against the successor trustee. On September 25, 2017, the court entered judgment against the successor trustee and appointed Respondent as trustee.

17. Beginning in May 2017 and continuing through April 2019, Respondent used more than \$125,000 of the Ward's funds to pay contractors to repair or improve the condominium.

18. During this three-year period, Respondent used the Ward's funds to

pay the mortgage and line of credit secured by the condominium, totaling \$1,300 or more per month.

19. The management company for the condominium building also assessed additional fees on the Ward's condominium for maintenance and HVAC that totaled approximately \$930 per month. Respondent used the Ward's funds to pay the condominium fees. However, because Respondent failed to pay the condominium fees on a timely basis, the management company assessed late fees and attorney's fees, which Respondent later paid with the Ward's funds. On February 14, 2022, the Auditor-Master ordered Respondent to pay \$2,271.64 to the Ward's estate for late fees and legal fees associated with the late payments.

20. Respondent failed to obtain insurance for the condominium. When the condominium was damaged by water leaking from another condominium in January 2018, the Ward's funds were used to repair the water damage. Respondent said he attempted, without success, to recover the repair cost from the resident of the other condominium, but Respondent did not file suit for recovery.

21. Respondent disclosed in his annual accountings filed with the Probate Court the expenditures he made to contractors for repairs or improvements to the condominium. Respondent did not have documentation for some of the expenditures.

22. The Registrar of Wills advised the Probate Court of the numerous payments that Respondent made for home repair and improvements, some without sufficient documentation. On July 2, 2018, the Probate Court referred the matter to the Auditor-Master to investigate.

23. Because Respondent continued to spend the Ward's money for repairs or improvements after July 2018, the Probate Court made additional referrals to the Auditor-Master in May 2019 and December 2019 to investigate Respondent's expenditures related to the condominium, as well as other expenditures for which Respondent failed to provide documentation.

24. In the interim, on or about March 22, 2019, Respondent sold the Ward's repaired and improved condominium for \$335,000. The sale price was \$25,000 less than what Respondent reported as the value in his second and third accountings filed in February 2018 and March 2019, but more than the offer received in 2016.

25. The Auditor-Master held several status conferences in connection with the Probate Court referrals, visited the condominium on three occasions before it was sold, and held evidentiary hearings over three days in September and October 2019.

26. The Auditor-Master asked Respondent to provide information and supporting documents during the investigation. Respondent failed to respond

timely or completely which caused the Auditor-Master to postpone and continue hearings.

27. On October 29, 2019, the Auditor-Master Office issued a report about its investigation that included a discussion of Respondent's possible liability for: (a) payments to Johnson Home Improvement which had failed to perform much of the contracted work; (b) payments to John Montgomery, another contractor, which were not adequately documented; (c) payments to correct water and sewage damages to the Ward's condominium that were not insured and for which there was "no effective recovery efforts"; and (d) expenditures for renovations that were not recovered in the sales price.

28. The Auditor-Master recommended that the Probate Court accept Respondent's settlement offer to pay the Ward's estate \$30,000 within six months and waive his fees for the time he spent before the Auditor-Master regarding the matter, except that Respondent's accountant was to receive \$3,000 for his services. In exchange, Respondent would be assigned the rights to sue the home improvement and repair companies he had hired.

29. The Probate Court approved the settlement on January 13, 2020.

30. Respondent paid the Ward's estate \$30,000 on or about July 9, 2020.

Respondent Failed to Pay the Living and Care Expenses of the Ward

31. In December 2015, Respondent signed a Residency Agreement for

the Ward to reside in and receive care from The Residences at Thomas Circle. The Residences sent Respondent monthly bills for the Ward.

32. In or around August 2018, Respondent stopped paying The Residences, notwithstanding that the Ward's estate had funds to cover the Ward's expenses.

33. By the fall of 2018, The Residences was calling and sending emails to Respondent about the outstanding balance due on the Ward's account.

34. In early 2019, The Residences retained counsel who sent Respondent a demand letter on March 27, 2019, for the \$83,030 owed for the Ward's residential living and care expenses. Respondent did not respond to the letter and did not pay The Residences.

35. On April 26, 2019, The Residences, through counsel, filed a Petition for Permission to Participate in the probate case alleging that Respondent had been "seriously delinquent in paying the monthly bills, which is placing the [Ward] in jeopardy."

36. On May 6, 2019, Respondent moved the Ward to an assisted living facility in Maryland.

37. On May 15, 2019, Respondent filed a response to The Residences' motion in which he conceded that he had not paid The Residences and claimed the Ward was no longer living there.

38. On May 16, 2019, The Residences filed a Petition for a Ruling to Show Cause based on Respondent's continued failure to pay for the living and care expenses of the Ward. The Residences asked the Probate Court to refer the matter to the Auditor-Master, enter judgment for the balance due which was then more than \$104,000, and remove Respondent as conservator.

39. On May 30, 2019, the Probate Court denied the petition, finding that The Residences was not the proper party to bring the action. The Probate Court, however, referred Respondent's actions to the Auditor-Master and directed the Auditor-Master to investigate Respondent's failure to make payments to The Residences on behalf of the Ward, and his decision to move the Ward out of The Residences.

40. The Auditor-Master scheduled and held a hearing. The matter was resolved when Respondent paid, with the Ward's funds, \$104,416.98 to The Residences.

Respondent's Late Filings with the Probate Court

41. Following his appointment as guardian and conservator, Respondent failed to file proof of his bond and his acceptance and consent to the appointments.

42. On December 15, 2015, the Probate Court sent a notice of summary hearing because of Respondent's failure to make the filings.

43. Respondent made the required filings in January 2016, and the court cancelled the hearing.

44. On January 14, 2016, the court issued letters of guardianship and conservatorship and issued schedules of the mandatory filing deadlines for Respondent as guardian and conservator. Pursuant to the court schedules and the Rules of the Probate Court, Respondent was required to file semi-annual guardian reports with the court, the first being due on May 19, 2016, and then every six months thereafter.

45. Respondent did not file his first, third, seventh, and ninth guardian reports by the due date. The Probate Court sent delinquency notices to Respondent in connection with his first and third reports.

46. As conservator, Respondent was required to file a conservatorship plan and a complete inventory of the ward's assets within 60 days of his appointment, or by January 18, 2016. He also was required to file annual accounts and reports within 30 days of the anniversary of the date of his appointment or by December 19th.

47. The Probate Court sent out a delinquency notice and then scheduled a summary hearing when Respondent failed to file the Inventory on time. After the summary hearing was scheduled, Respondent sought an extension to file the Inventory (which was by then already a month overdue). Respondent filed the

inventory on February 10, 2016.

48. Respondent filed only one annual accounting on time.

49. Respondent filed motions for extensions to file his second and third accountings, which the Probate Court granted. However, Respondent did not file the third accounting by the extended deadline causing the Probate Court to schedule a summary hearing. After receiving the order scheduling the summary hearing, Respondent filed the third account.

50. The audit division and the Auditor-Master issued requirement letters for each of Respondent's accountings.

51. In many instances, Respondent failed to provide the information and documents requested in the requirement letters by the requested deadline.

52. In some instances, Respondent failed to provide the required documentation because he did not have complete records of the expenditures that he said he had made on behalf of the Ward, including numerous expenses associated with repairs or improvements to the Ward's condominium.

Respondent's Fee Petitions

53. Between January 2016 and January 2020, Respondent filed five petitions with the Probate Court seeking fees and reimbursement for his expenses as guardian and conservator.

54. Respondent filed his first petition for fees and expenses on January

31, 2016, seeking \$7,370 in fees, and \$49.35 in expenses.

55. The Probate Court granted the request on January 31, 2016, but mistakenly ordered that Respondent should be paid from the Guardianship Fund.²

56. On February 16, 2016, the Probate Court issued an amended order again approving Respondent's fees of \$7,370 and expenses of \$49.35 but directing that the payment be from the Ward's funds.

57. Respondent paid himself \$7,370 from the Ward's funds on February, 25, 2016.

58. The Guardianship Fund paid Respondent \$7,419.35 by wire transfer in or after February 2016. Consistent with Probate Court practices, the wire transfer would not have indicated the case associated with the payment.

59. On September 11, 2017, the court's auditor wrote Respondent alerting him to the double payment and advised him that he would need to file a motion to reimburse the Guardianship Fund. Respondent attempted to hand-deliver payment to the Clerk of the Probate Court, but was told that the Clerk could not accept payment without a new court order. On November 1, 2017, Respondent filed a motion to reimburse the Guardianship Fund.

² The Guardianship Funds is a fund of money established by the District of Columbia to pay for services rendered on behalf of a ward whose funds would be depleted by the payment of fees. *See* DC Code, sec. 21-2060.

60. On February 7, 2018, the court vacated its January 31, 2016 order and ordered Respondent to reimburse the Guardianship Fund \$7,370 and \$49.35 within 20 days.

61. Respondent reimbursed the Guardianship Fund \$7,419.35 on February 28, 2018.

62. In the interim, Respondent filed his second and third fee petitions in June 2017 and February 2018, and he filed his fourth and fifth petitions in May 2019 and January 2020, respectively. In these petitions, Respondent sought an additional \$149,499 in fees.

63. With one exception, Respondent billed two or more hours to prepare his semi-annual guardianship report, which consisted of completing a fill- in or pre-printed form. The reports that Respondent were virtually identical, except for the dates that Respondent listed for visiting the Ward. For example, in nine of the ten reports that he filed (the tenth being after the Ward died), Respondent gave the exact same response to the question whether the Ward had a current health care directive. Respondent put an “X” in the box for “No” and said “I will work with the Ward on drafting one.” In ruling on his last fee petition, the Probate Court limited his compensation to one hour for each report, noting that his reports were “almost identical” to his earlier reports.

64. In his fourth fee petition, Respondent sought fees for himself and

his staff for more than 50 hours reported as spent on preparing the annual conservatorship account. The Probate Court found that the time Respondent charged was “excessive” because “requests for compensation for preparing an account from other attorneys typically range from 1.0 to 4.0 hours.” The court allowed payment for ten hours only, noting that the account that Respondent had filed was “deficient and ultimately referred to the Auditor-Master for investigation.”

65. On eleven occasions between 2016 and 2019, Respondent billed between one and two hours for his round-trip travel time between his office at 1629 K Street, N.W., and The Residences or the Ward’s condominium, both of which were one-half mile from his office. There were, however, numerous instances in which Respondent did not bill for his travel time to the Ward’s residence.

66. In 2018, Respondent’s case manager Marina Boboc visited the Ward 16 times between February 27, 2018, and November 5, 2018. Respondent billed separately for Ms. Boboc’s visits and her travel time. According to the fee petition and supporting billing statement that Respondent filed with the Probate Court, Ms. Boboc visited the Ward for an hour or more and Respondent also charged an additional hour, usually more, for her travel time at her full hourly rate. Before submitting this petition, the Probate Court already had put

Respondent on notice that travel time could not be billed at the full hourly rate. The Probate Court reduced the hourly rate that Respondent charged for Ms. Boboc's time from \$125/hour to \$45/hour and reduced her fees an additional 20% because Respondent had not included the starting and ending location of her trips.

67. The Probate Court denied or reduced the compensation that Respondent sought for other services, including the time attributed to an associate for preparing a motion that was never filed, numerous hours that his staff spent scanning and organizing documents, and the "excessive" time Respondent spent to prepare a one-page response.

Other Expenses Paid with the Ward's Assets, the Ward's Death,
and Respondent's Final Accounting

68. In each of the five accountings that he filed, Respondent listed monthly electronic payments from the Ward's account to (a) Chase Credit Card (approximately \$55 to \$80/month); (b) Discover Card (approximately \$105 to \$115/month); and (c) Bankcard Mastercard (approximately \$25 to \$50/month).

69. In response to Disciplinary Counsel's inquiries, Respondent could not provide information as to the principal amounts the Ward owed the credit card companies, the nature of the charges, and the amount of interest paid each month for the unpaid balances.

70. Respondent contended he had "attempted without success" to stop

the automatic payments but had no documentation reflecting his reported “attempt[s].”

71. In each of the five accountings that he filed, Respondent listed electronic payments from the Ward’s funds to Verizon of approximately \$80 to \$100 every month.

72. Respondent contended that he also attempted without success to stop the payments to Verizon for services that Respondent admitted the Ward no longer received after moving to The Residences in December 2015. The only documentation that Respondent had of his reported attempts to stop the electronic payments was a letter to Verizon dated October 11, 2016.

73. Respondent did not file income tax returns for the Ward until the fall of 2019. Between September and November 2019, Respondent filed or caused to be filed federal tax returns for the Ward for years 2015, 2016, 2017, and 2018. An accountant whom Respondent paid with the Ward’s funds assisted Respondent in preparing the tax returns.

74. Using the same accountant, Respondent filed or caused to be filed federal returns for the Ward for 2019 in July 2020, and for 2020 in January 2022.

75. The federal tax return for 2017 (which was filed in November 2019) reflected that the Ward had income from pensions and annuities of \$398,101. Most of the income, *i.e.*, \$365,040 of the \$398,101, was attributable to

Respondent's withdrawing \$365,400 from the Ward's IRA account with Charles Schwab on or about March 1, 2017.

76. In the 2017 return, Respondent reported that the Ward had medical and dental expenses of \$442,771. The accountings that Respondent filed with the Probate Court reflected that Respondent had used \$98,949.47 of the Ward's funds to pay The Residences in 2017, and an additional \$14,814.54 to pay Life Matters, LLC, and made payments totaling \$787.08 for what Respondent described as medical expenses – a total of \$114,551.09. Respondent's counsel asserts that all such payments would have been deductible as medical expenses per IRS Publication 502.

77. In 2022, Disciplinary Counsel questioned Respondent about the variance between the 2017 medical expense deduction and what had been reported in the accountings filed with the Probate Court. Respondent was unable to explain the variance and by that time did not have any supporting financial records beyond what had been filed with the Probate Court.

78. Likewise, Respondent had no records beyond what he filed with the Probate Court reflecting payments to The Residences or the other nursing facility where the Ward moved in May 2019 to support the deductions that he claimed on behalf of the Ward for medical and dental expenses in the 2015, 2016, 2018, 2019, and 2020 federal tax returns, which ranged from approximately \$33,000 to

\$118,000 per year.

79. The Ward died on October 23, 2020. Respondent notified the Probate Court of the Ward's death on November 10, 2020.

80. Respondent did not file the Fifth and Final accounting until August 25, 2021.

81. The Auditor-Master sent Respondent several requests for information and issued orders through May 2022 directing Respondent to take certain actions so that the conservatorship could be closed.

82. Respondent's conduct violated the following Rules of the D.C. Rules of Professional Conduct:

a. Rules 1.1(a) and 1.1 (b), in that Respondent failed to provide competent representation and/or failed to serve the Ward and the Probate Court with the skill and care commensurate with that generally afforded to wards and the court by other lawyers in similar matters, including by (1) not keeping complete and accurate records of the funds he was entrusted, (2) not paying the Ward's expenses on a timely fashion, (3) not filing timely or accurate reports with the court, (4) not filing timely or accurate tax returns, (5) not taking prompt and appropriate steps to sell the Ward's real property and take other actions to avoid or recoup additional expenses, and (6) not taking prompt remedial steps to avoid the payment of other unnecessary expenses, including monthly telephone

bills over five years.

b. Rules 1.3(a) and 1.3 (c), in that Respondent failed to serve the Ward and the Probate Court zealously and diligently within the bounds of the law, and he failed to act with reasonable promptness by (1) failing to file timely reports and respond timely and completely to requests for information and documents from the court; (2) delaying action to protect the Ward's interests and reduce or eliminate unnecessary expenditures of funds, and (3) promptly paying the Ward's expenses, resulting in some instances in further court proceedings or the imposition of additional costs, or both.

c. Rule 1.5(a), in that Respondent charged unreasonable fees, including but not limited to charging for time that the Probate Court determined greatly exceeded what was reasonable to perform the tasks and for travel billed at rates that the Probate Court rejected and for which the court had previously advised Respondent were not compensable at full hourly rates.

d. Rule 1.15(a), in that Respondent did not maintain complete records of the funds he was entrusted and expended as the court-appointed fiduciary of the Ward.

e. Rule 8.4(c), in that Respondent engaged in conduct that constituted at least reckless dishonesty under *In re Boykins*, 999 A.2d 166, 172

(D.C. 2010).³.

f. Rule 8.4(d), in Respondent engaged in conduct that seriously interfered with the administration of justice, including his failure to comply with deadlines and provide required records that resulted in multiple referrals and numerous hearings that “tainted the judicial process in more than a *de minimus* way.” See *In re Uchendu*, 812 A.2d 933, 940 (D.C. 2002)

III. STATEMENT OF PROMISES MADE BY DISCIPLINARY COUNSEL TO RESPONDENT

In connection with this Petition for Negotiated Disposition, Disciplinary Counsel agrees not to pursue any charges arising out of the conduct described in Section II, *supra*, other than the Rule violations set forth above, or any sanction other than that set forth below.

IV. AGREED-UPON SANCTION

A. Agreed Sanction

Respondent and Disciplinary Counsel have agreed that the appropriate sanction for the stipulated misconduct and rule violations in this matter is a one-year suspension, with six-months stayed, and the following requirements:

1. Respondent must take three hours of pre-approved continuing legal education courses related to the maintenance of trust accounts, record keeping,

³ Respondent contends that he did not commit any act of intentional dishonesty. If this Petition is not approved, Disciplinary Counsel reserves the right to pursue intentional dishonesty charges.

and/or safekeeping client property, and Respondent must certify and provide documentary proof that he has met this requirement to the Office of Disciplinary Counsel within six months of the date of the Court's final order.

2. Before resuming the practice of law, Respondent must meet with Dan Mills, Manager of the Practice Management Advisory Service of the District of Columbia Bar, or a PMAS monitor, and execute a waiver allowing Mr. Mills or the monitor to communicate directly with the Office of Disciplinary Counsel regarding Respondent's compliance. Mr. Mills or the assigned monitor will conduct a full assessment of Respondent's practices, including but not limited to his financial records, client files, engagement letters, and supervision and training of staff. Mr. Mills or the assigned monitor shall take steps to ensure that Respondent is aware of and has taken steps to comply with his obligations, including those under Rule 1.15(a) such as maintaining complete records relating to client funds, and that Respondent complies with all the monitor's recommendations.

3. Respondent must be in full compliance with the monitor's requirements for a period of twelve consecutive months after the six-month suspension. After the monitor determines that Respondent has been in full compliance for twelve consecutive months, Respondent must sign an acknowledgement that he has complied with the monitor's requirements and file the signed acknowledgement with the Office of Disciplinary Counsel. This must

be accomplished no later than one and a half years after the date of the Court's final order.

If Respondent fails to comply with the requirements listed above, he agrees to serve an additional six months – *i.e.*, the balance of the one-year suspension.

B. Relevant Precedent

The Court has imposed a wide range of sanctions for violations of Rules 1.1, 1.3, 1.5, 8.4(c) and 8.4(d), including suspensions with a fitness requirement and, in some cases, disbarment. *See, e.g., In re Bailey*, __ A.3d __ (2022) (one-year suspension with a fitness requirement for violations of Rules 1.4, Rule 1.5(a) for charging excessive fees, 1.5(e), Rule 8.4(c) for overbilling and false billing entries, and 8.4(d) for failing to comply with subpoena for records); *In re Laurence F. Johnson*, 158 A.3d 913 (D.C. 2017) (90-day suspension, 60 days stayed in favor of probation for one year for violating Rules 1.1, 1.3, 1.4, 1.15, 1.16, and 8.4(c) and (d) in representing two immigration clients); *In re McClure*, 144 A.3d 570 (D.C. 2016) (disbarment for lack of competence, charging unreasonable fees, and serious dishonesty); *In re Rodriguez-Quesada*, 122 A.2d 913 (D.C. 2015) (two-year suspension with fitness and restitution for misconduct in four client matters including lack of competence, neglect, failure to return unearned fees, dishonesty, and conduct seriously interfering with the administration of justice); *In re Ukwu*, 926 A.2d 1106 (D.C. 2007) (two-year suspension with fitness and restitution

requirements for misconduct in five client matters, including incompetence, neglect, dishonesty, and conduct seriously interfering with the administration of justice); *In re Schoeneman*, 891 A.2d 279 (D.C. 2006) (four-month suspension for neglecting the matters of three clients, misleading them as to his status and the status of their matters, and engaging in the unauthorized practice; Court found that respondent's temporary suspension in reciprocal matter had been unfair); *In re Uchendu*, 812 A.2d 933 (D.C. 2002) (30-day suspension for dishonesty and conduct seriously interfering the administration of justice for signing and in some instances notarizing clients' signatures on documents the clients were required to sign under penalty of perjury; lawyer had the clients' permission to sign on their behalf and, for some of the documents, indicated he was signing on their behalf); *In re Bernstein*, 774 A.2d 309 (D.C. 2001) (nine-month suspension with reinstatement conditioned on the payment of restitution for charging unlawful and unreasonable fee, commingling, and dishonesty for concealing from client the fee award was less than what respondent charged and collected from client).

C. Circumstances in Aggravation and Mitigation of Sanction

A one-year suspension, with six months stayed together with probationary terms, is justified because it is within the range of sanctions that could be imposed for Respondent's misconduct and takes into account certain aggravating and mitigating factors, including that: (a) Respondent's actions caused the Ward to

incur unnecessary expenses; (b) Respondent entered into a settlement with the Auditor-Master and paid \$30,000 to the Ward's estate; (c) Respondent has no prior discipline; and (d) Respondent has taken responsibility for his misconduct by entering into this petition for negotiated discipline.

WHEREFORE, the Office of Disciplinary Counsel requests that the Executive Attorney assign a Hearing Committee to review the petition for negotiated disposition pursuant to D.C. Bar Rule XI, § 12.1(c).

Respectfully submitted,



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/s/ Richard Tappan
Richard Tappan
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