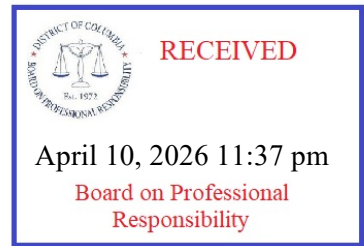


D.C. COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY
AD HOC HEARING COMMITTEE



In re)
)
GERTRUDE NGAMGA., ESQ)
)
)
Respondent) **DDN: 2025-D039 & 2025**
) **D045**
)
A Member of the Bar)
of the District of Columbia)
Court of Appeals)

RESPONDENT’S ANSWER TO THE SPECIFICATION OF CHARGES

COMES NOW the Respondent, through counsel, and responds to the allegations in Disciplinary Counsel’s Specification of Charges as follows:

GLOBAL NON-ADMISSION STATEMENT AND PRESERVATION OF RIGHTS

Respondent expressly denies any violation of the Rules of Professional Conduct. The responses herein address all counts and allegations asserted across those dockets and are submitted without waiver of any defenses, objections, or positions preserved in Respondent’s Pre-Answer Motions or other filings.

RESPONDENT'S PRE-ANSWER MOTIONS

A. Respondent Request Regarding Bifurcation

(Board Rule 11.1)

Should the Hearing Committee determine that any rule violation occurred, Respondent respectfully requests that the Committee address sanction and mitigation only after liability is determined, to avoid prejudice and permit orderly presentation of evidence.

B. Reservation of Rights

Respondent expressly reserves the right to seek discovery from Disciplinary Counsel, subpoena non-party witnesses (including former clients), move for protective orders, and pursue any other relief permitted under the Board Rules.

RESPONDENT'S ANSWER

Respondent submits this Answer solely to respond to the allegations contained in the Specification of Charges. No allegation is admitted except as expressly stated herein. Respondent expressly denies any violation of the Rules of Professional Conduct and denies any characterization, inference, or conclusion not explicitly admitted. Any reference to allegations or claimed conduct is made solely to identify Disciplinary Counsel's contentions and shall not be construed as an admission of

fact, fault, intent, or rule violation. To the extent that the specification alleges any intentional acts of misconduct, those are denied.

The allegations in Disciplinary Counsel's Specification of Charges are transposed below. Respondent's statements in answer follow each charge in **bold** type face.

JURISDICTIONAL ALLEGATIONS (¶1)

1. Respondent Gertrude Ngamga Kamtchoum is a member of the Bar of the District of Columbia Court of Appeals, having been admitted by motion on July 30, 2021, and assigned Bar. No. 1660199.

ANSWER: Admit.

Jenkins Matter

2. In October 2024, Dr. Henry Jenkins, Jr., met with Respondent about representing his chiropractic business, Paradigm Chiropractic and Performance, LLC, in filing for bankruptcy under Chapter 11 of the Bankruptcy Code.

ANSWER: Admit.

3. Respondent told Jenkins that she would represent Paradigm in the Chapter 11 bankruptcy for a discounted fee of \$6,000, with \$2,000 due immediately, \$2,000 due in November, and \$2,000 due in December 2024.

ANSWER: Deny.

4. The fee agreement that Respondent gave to Jenkins referred to an hourly fee, without disclosing an hourly rate. The agreement then set forth the fee arrangement to which Jenkins had agreed – i.e., that the client would pay a discounted “flat fee” of \$6,000, in three installments. The agreement required the client to pay \$3,738 as the beginning of the representation(*sic*), \$1,738 of which was to cover the court filing fee. Respondent stated that she would hold the flat fee in her trust account and deem it “earned” and transfer it to her to her account upon the filing of the Chapter 11 petition. However, Respondent’s representation would not be completed by the filing of the petition and Respondent did not obtain Jenkins’s informed consent to treat the fees advanced as her property.

ANSWER: Respondent states that the language in the fee agreement speaks for itself. Admit to the extent that the allegation is consistent with language in the fee agreement and deny as to any inconsistencies between the allegation and the fee agreement. Respondent denies any failure to disclose material terms, denies any improper fee treatment, and denies any lack of client consent.

5. On October 17, 2024, Jenkins paid Respondent \$3,738, \$2,000 as an advance fee and \$1,738 for the filing fee.

ANSWER: Admit.

6. Jenkins's \$3,738 payment was credited to Respondent's D.C. lawyer trust account at Bank of America, account 9693, on October 21, 2024.

ANSWER: Admit.

7. Prior to Respondent's filing the bankruptcy petition on January 27, 2025, the balance in Respondent's D.C. trust account had fallen to \$2,690.48 by November 6, 2024, \$260.48 by December 23, 2024, and \$60.48 by January 14, 2025.

ANSWER: Admit.

8. Respondent had not sought or obtained Jenkins's permission to take any of the advance fees before filing a bankruptcy petition on behalf of Paradigm. Jenkins also never gave Respondent permission to take the \$1,738 that he advanced to pay the court filing fee for the bankruptcy petition.

ANSWER: Deny.

9. Respondent did not send Jenkins any invoices reflecting any hourly charges. After the representation had ended in March 2025 (see paragraph 46 below), Respondent created an invoice setting forth the time she and her paralegal had allegedly worked. According to this invoice, Respondent had spent 1.1 hours, and her paralegal had spent .8 hours on Paradigm's bankruptcy matter between October and the end of December 2024. Given Respondent's representation to Disciplinary Counsel that her hourly rate was \$250 and her

paralegal's was \$125, the time charges would have resulted in fees of no more than \$375 by the end of December 2024.

ANSWER: Admit.

10. Respondent filed Paradigm's Chapter 11 bankruptcy petition on January 27, 2025. In re Paradigm Chiropractic and Performance, LLC, Case No. 25-00034-ELG (Bankr. D.D.C.).

ANSWER: Admit.

11. Under the Bankruptcy Code and Rules, the debtor's petition must include several other documents including schedules of the debtor's assets and liabilities, a summary of the debtor's assets and liabilities, a statement of financial affairs, and a listing of creditors.

ANSWER: Respondent responds that the Bankruptcy Code and Rules speak for themselves.

12. The debtor, or principal of the debtor in the case of a company, must sign under penalty of perjury, the following documents: (a) the petition, (b) the declaration attesting to the accuracy of the information in the schedules and summaries, and the listing of creditors (hereinafter declaration); and (c) the statement of financial affairs.

ANSWER: Respondent responds that the Bankruptcy Code and Rules speak for themselves.

13. Local Bankruptcy Rule 1007-2 also requires that in the case of a nonindividual debtor, the debtor must file a certificate, resolution, or other applicable document demonstrating that the debtor authorized the filing.

ANSWER: Respondent responds that the Bankruptcy Code and Rules speak for themselves.

14. Respondent did not have Jenkins sign the petition, but instead signed it in her law firm's name as counsel for Paradigm.

ANSWER: Admit.

15. When she filed the petition, Respondent failed to file the required corporation resolution authorizing the bankruptcy. Respondent also failed to file the required schedules of the debtor's assets and liabilities, a summary of the debtor's assets and liabilities, the declaration, and a statement of financial affairs.

ANSWER: Admit.

16. Respondent also did not file the required application to be employed as counsel for the debtor. In the form disclosure of compensation of attorney for debtor that Respondent completed and attached to the Chapter 11 petition, Respondent falsely stated she was charging the debtor hourly fees. Respondent failed to disclose the legal fees that Jenkins had paid her and falsely represented that she had received a retainer of only \$250.

ANSWER: Admit in part and deny in part. Respondent admits that she did not file the application to be employed as counsel for the debtor, that the document indicated that her retainer was \$250.00 and that she failed to disclose the fees that had been paid to her. Respondent denies that she made a deliberately false assertion regarding her hourly fees.

17. On January 27, 2025, the Bankruptcy Court issued a Notice of Case Filing Deficiency, which is a form listing all the filings required with a Chapter 11 petition and highlighting those that were missing. The notice identified more than a dozen documents that Respondent had failed to include with Paradigm's petition and directed that these documents be filed within three days.

ANSWER: Respondent states that the Bankruptcy Court's Notice of Case Filing Deficiency speaks for itself. Admit to the extent that the allegation is consistent with language in the Notice of Case Filing Deficiency and deny as to any inconsistencies between the allegation and the Notice of Case Filing Deficiency.

18. Immediately upon receiving the petition, the U.S. Trustee, which is statutorily obligated to monitor the administration of Chapter 11 cases, contacted Respondent and told her that a representative of the debtor needed

to sign the petition and provide a corporate resolution demonstrating that the debtor authorized the filing.

ANSWER: Respondent does not have personal knowledge of the U.S. Trustee's actions and can neither confirm nor deny the statement about her actions. Regarding the alleged conversation between Respondent and the U.S. Trustee, Respondent does not recall the conversation at this time and therefor denies this allegation.

19. On January 29, 2025, the court issued another notice of deficiency based on Respondent's failure to pay the filing fee of \$1,738, and reissued its previous notice of deficiency highlighting the missing schedules and documents that needed to be filed.

ANSWER: Respondent states that the Bankruptcy Court's Notice of Case Filing Deficiency speaks for itself. Admit to the extent that the allegation is consistent with language in the Notice of Case Filing Deficiency and deny as to any inconsistencies between the allegation and the Notice of Case Filing Deficiency.

20. Respondent did not tell Jenkins about the deficiency notices.

ANSWER: Deny.

21. On January 30, 2025, Respondent paid the filing fee of \$1,738. Respondent made the payment with funds from her business account at Bank of

America, account no. 3231. On January 28, 2025, the balance in Respondent's trust account was \$470.48; it fell to \$355.48 on January 31, 2025.

ANSWER: Admit.

22. Also on January 30, 2025, Respondent filed an amended petition and a corporate resolution, both signed by Jenkins. But the petition still did not have the required schedules and other missing documents identified in the court's deficiency notices.

ANSWER: Admit that Respondent filed the petition. Respondent states that the petition speaks for itself. Admit to the extent that the allegation is consistent with language in the petition and deny as to any inconsistencies between the allegation and the petition.

23. Leading up to the filing of its bankruptcy petition, Paradigm had accounts at PNC Bank that it used to receive payments from patients and insurers and to pay its expenses. Upon learning of the bankruptcy petition, PNC Bank froze the funds in Paradigm's accounts.

ANSWER: Admit in part and deny in part. Respondent admits that Paradigm had accounts at PNC Bank and that PNC did at some point freeze those accounts. Respondent has no personal knowledge of why

PNC Bank chose to freeze the accounts and therefore denies this allegation.

24. On January 29, 2025, two days after Paradigm's petition was filed, the U.S. Trustee's office appointed Angela Shortall to serve as the subchapter V Trustee in the case. Shortall's responsibilities included helping the debtor get a confirmed consensual plan of reorganization.

ANSWER: Admit.

25. On January 31, 2025, Respondent filed a motion to authorize the maintenance of Paradigm's existing cash management system so that Paradigm could continue to use its existing accounts post-petition to collect payments and pay its bills. On February 4, 2025, the U.S. Trustee filed objections to the motion because Respondent had failed to provide information about the cash management system that Paradigm had in place, the number of accounts Paradigm was using, and purpose for which the accounts were used.

ANSWER: Admit to the explanation of the timing of the filings.

Respondent states that the filings speak for themselves. Admit to the extent that the allegations are consistent with language in the filings and deny as to any inconsistencies between the allegations and the filings.

26. By early February 2025, Shortall had spoken with Respondent and Jenkins about the need to get a court order authorizing a cash management system so that Paradigm could access funds for its ongoing expenses.

ANSWER: Admit

27. Shortall asked Respondent whether there were any UCC liens on Paradigm's accounts, but Respondent was unsure. Shortall did her own UCC search and found multiple liens. On February 13, 2025, Shortall advised Respondent of this fact and asked Respondent to provide copies of the filed UCC liens. When Respondent failed to do so, Shortall obtained them on her own.

ANSWER: Admit in part and deny in part. Respondent has no personal knowledge of Shortall's activities and therefore cannot admit or deny those allegations. Otherwise, admit.

28. Respondent told Shortall that the bank's debt was unsecured, meaning that it had no legal claim or lien on the funds in the accounts. This was not true. PNC had previously notified the U.S. Trustee that it had a security interest in the funds in Paradigm's accounts. The U.S. Trustee advised Shortall of this fact.

ANSWER: Admit as to Respondent's conversation with Shortall.

Respondent has no personal knowledge of PNC's communications with the U.S. Trustee and therefore cannot admit or deny those allegations.

29. In the interim, on February 10, 2025, Respondent filed the missing schedules and documents in support of Paradigm's Chapter 13 petition. Although Respondent knew that the debtor was required to sign the declaration and statement of financial affairs under penalty of perjury, Respondent signed them in her law firm's name. See paragraph 18 above.

ANSWER: Admit in part and deny in part. Respondent denies that she knew the debtor had to sign the petition. Otherwise, admit.

30. Respondent had not reviewed all the entries in the original and amended schedules and statements (see paragraph 34 below) with Jenkins before she filed them with the court. In some instances, Respondent's paralegal sent Jenkins already completed schedules and documents, requesting him to approve them. But neither Respondent nor her paralegal reviewed the contents of schedules and documents with Jenkins before filing them. Respondent later told Disciplinary Counsel that her paralegal was to blame for filing schedules that Jenkins had not signed.

ANSWER: Admit.

31. During the representation, Jenkins communicated primarily through Respondent's paralegal, but he copied Respondent on many of his emails. Respondent failed to explain the bankruptcy process to Jenkins or respond to some of his questions.

ANSWER: Deny.

32. In mid-February 2025, Shortall asked Respondent for more information about Paradigm's secured creditors. Shortall told Respondent that it was urgent that Paradigm access funds to pay its ongoing expenses and obtain an order authorizing it to use the funds in the accounts in which PNC had a security interest. Shortall offered to provide Respondent sample motions to file with the court and gave Respondent the name of an experienced bankruptcy attorney with whom she could consult. Respondent did not contact that attorney.

ANSWER: Admit.

33. On February 18, 2025, PNC filed objections to the motion to authorize maintenance of the existing cash management system without the protections set forth in the proposed order the bank attached to its objections. The bank's proposed order listed the conditions or protections the bank claimed were needed to ensure that it would not be in a less favorable position post-petition than it was pre-petition.

ANSWER: Respondent states that PNC's filings speak for themselves.

Admit to the extent that the allegations are consistent with language in the filings and deny as to any inconsistencies between the allegations and the filings.

34. The following day, February 19, 2025, the court held an emergency hearing on Respondent's motion to authorize Paradigm to maintain its existing cash management system. Minutes before the hearing was scheduled to begin and after the start time, Respondent made nine filings, including an amended summary of assets and liabilities, a list of creditors, amended schedules, an amended declaration, and an amended statement of financial affairs.

Respondent again improperly signed the declaration and statement of financial affairs in her law firm's name as counsel for the debtor.

ANSWER: Admit.

35. Respondent was late to the February 19, 2025 hearing, which was held remotely via Zoom. Respondent told the judge that she intended to file a motion to permit the debtor to use the cash collateral and withdraw the motion to authorize the existing cash management system. The U.S. Trustee, Shortall, and PNC's counsel expressed confusion and concern about Respondent's request to withdraw the motion to authorize the maintenance of the existing cash management system, stating it was not in the debtor's interests to do so. Shortall explained why Paradigm needed access to funds and stated that even if the PNC accounts were unfrozen, they still needed a cash collateral agreement in place.

ANSWER: Admit.

36. The judge did not permit Respondent to withdraw the motion. The judge expressed concern about the harm being caused to the debtor because no cash management system was in place. The judge also raised questions about Respondent's other conduct and errors during the representation. The judge admonished Respondent that neither she nor her firm could sign the declaration or statement of financial affairs that the debtor was required to sign under penalty of perjury. The judge urged Respondent to get a mentor or co-counsel in the case. Respondent failed to do so.

ANSWER: Admit.

37. On February 27, 2025, Respondent and Jenkins attended the meeting of creditors. Prior to the meeting, Jenkins had asked Respondent what he needed to do to prepare. Respondent never responded and Jenkins did not know what to expect at the meeting.

ANSWER: Deny.

38. By the time of the February 27, 2025 meeting of creditors, Respondent still had not filed a motion for the debtor to use the cash collateral in the PNC accounts. Paradigm was unable to access any funds in its bank accounts and had fallen behind on rent and payments for its leased equipment, all of which had been current when the bankruptcy petition was filed. Because Jenkins had not signed the declaration for the schedules and other documents

or signed the statement of financial affairs, the U.S. Trustee continued the meeting until March 21, 2025, and directed the debtor to file compliant documents.

ANSWER: Admit as to the date of the meeting of creditors and that the U.S. Trustee continued the meeting. Otherwise Deny.

39. On February 28, 2025, the day after the meeting of creditors, the U.S. Trustee filed a motion to dismiss, including for “gross mismanagement of the estate.” That same day, Respondent filed a motion to expedite the hearing on the cash collateral motion – a motion that she still had not filed. The court scheduled a hearing on the motions for March 5, 2025.

ANSWER: Admit.

40. Beginning at around 10 p.m. on March 4, 2025, the night before the hearing on the motion to dismiss and Respondent’s motion to expedite, Respondent filed an amended summary of assets and liabilities, amended schedules, an amended declaration, and an amended statement of financial affairs. Respondent had not reviewed these documents with Jenkins before she filed them, but had her paralegal send them to Jenkins at approximately 8 p.m. with instructions to sign and return them so they could be filed that evening. Shortly before midnight, Respondent filed an amended motion to authorize

the maintenance of the existing cash management system, but she still failed to disclose PNC's security interest in the accounts.

ANSWER: Admit.

41. At approximately 2 a.m. on March 5, 2025, the morning of the hearing, Respondent filed an opposition to the Trustee's motion to dismiss. Because Respondent had waited until hours before the hearing to make the filings, the court had not reviewed them before the hearing.

ANSWER: Admit as to the timing and date of the filings. Respondent does not have personal knowledge as to if or why her filings were not reviewed by the court and therefore those allegations are denied.

42. At the March 5, 2025 hearing, the U.S. Trustee advised the court that Respondent's recently amended motion to authorize maintenance of the existing cash management system was still deficient because it did not identify the cash collateral, the secured creditors, or what liens would be impacted. The U.S. Trustee argued that debtor's business had been disrupted because of Respondent's incompetent handling of the case. The U.S. Trustee asked the court to dismiss the case, but without prejudice so that the debtor could find new counsel. Shortall and counsel for PNC agreed with the U.S. Trustee. Counsel for PNC advised the court that, despite the bank's

willingness to work with the debtor, Respondent had inexplicably failed to communicate with the bank.

ANSWER: Admit.

43. Respondent told the court that it was not in Paradigm's best interest to dismiss the case, and she noted that Jenkins had attended the creditors' meeting and the debtor had submitted new schedules and amended his motion.

ANSWER: Admit.

44. The court stated that it was not the debtor's conduct, but Respondent's that was deficient and that Respondent had failed her client. Also, Respondent was not prepared to proceed with an evidentiary hearing on her motion because she had failed to provide notice to all the affected parties, had not requested or obtained the consent of the lender, and had not appeared in person which was a requirement for evidentiary hearings without prior leave of court. See General Order 2023-1 (Order Establishing Hearing Protocols before Judge Gunn, signed on September 19, 2023).

ANSWER: Admit.

45. When the court asked Jenkins if he agreed with Respondent's view that the case should not be dismissed, Jenkins said he agreed with the other parties and asked the court to dismiss the case.

ANSWER: Admit.

46. On March 5, 2025, the court dismissed the case without prejudice, but retained jurisdiction to address whether Respondent should be required to disgorge her fee.

ANSWER: Admit.

47. On March 17, 2025, prior to the hearing on the disgorgement issue, Respondent wrote Jenkins a \$2,000 refund check.

ANSWER: Admit.

48. Unaware that the refund had been made, the U.S. Trustee filed a motion on April 7, 2025, for Respondent to disgorge her fee, including on the grounds that she had failed to disclose her fee, her filings were inaccurate and deficient, and the debtor's position had worsened during the pendency of the case.

ANSWER: Admit.

49. On April 23, 2025, Respondent filed an opposition to the U.S. Trustee's motion to disgorge arguing it was moot because she had already provided a \$2,000 refund to Jenkins and the court had dismissed Paradigm's case.

ANSWER: Admit.

50. On May 14, 2025, the court entered a consent order acknowledging that Respondent already had refunded the fees charged to the debtor. The court

ruled that Respondent could not file a Chapter 11 case as counsel for a debtor until she completed six hours of continuing legal education (CLE) classes relating to Chapter 11 bankruptcy and provide certification that she had completed the courses.

ANSWER: Admit.

51. During Disciplinary Counsel's investigation of Respondent's representation of Paradigm, Disciplinary Counsel served Respondent with a subpoena duces tecum that directed her to provide, among other documents, her financial records relating to the representation. Respondent provided some records, but did not have any records of when and in what amounts she withdrew from her trust account the funds that the client had advanced.

ANSWER: Admit.

52. Respondent's conduct violated the following Rules of Professional Conduct:

- a. Rules 1.1(a) and 1.1(b), in that Respondent failed to provide competent representation to her client and failed to serve her client with skill and care;
- b. Rules 1.3(a) and 1.3(c), in that Respondent failed to provide diligent representation to her client and failed to act with reasonable promptness in representing her client;

- c. Rule 1.3(b), in that Respondent intentionally failed to seek the lawful objectives of her client through reasonably available means and prejudiced or damaged her client during the course of the professional relationship;
- d. Rules 1.4(a) and Rule 1.4(b), in that Respondent failed to keep her client reasonably informed about the status of his matter and failed to explain matters to the extent reasonably necessary to permit the client to make informed decisions about the representation;
- e. Rule 1.15(a) and (e), in that Respondent failed to safekeep advances of unearned fees and unincurred costs in trust until they had been earned or incurred and intentionally or recklessly misappropriated the funds of her client, and failed to keep complete records of the fees and expenses that the client advanced;
- f. Rules 5.3(a)-(b), in that Respondent, to the extent she seeks to shift blame to her paralegal, failed to make reasonable efforts to ensure that the paralegal's conduct was compatible with Respondent's professional obligations;
- g. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, deceit, misrepresentation, and/or fraud; and

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

ANSWER: Respondent denies that she committed any Rule violations.

Riley Matter

53. In March 2024, Dr. Celeste Riley retained Respondent to represent her in filing for bankruptcy in the District of Columbia. Riley had recently lost her job, had been sued for malpractice, and owed several creditors money.

ANSWER: Admit.

54. Respondent provided Riley with a fee agreement that set forth a discounted fee of \$3,000 for representation in her Chapter 13 bankruptcy matter. Respondent's fee agreement provided that the "flat fee" was nonrefundable, would be held in her trust account, and deemed earned by the lawyer and transferred to the lawyer's account upon the filing of the Chapter 13 petition. However, the representation would not be completed by the filing of the petition and Respondent did not obtain Riley's informed consent to treat the entire flat fee advanced as Respondent's property upon the filing of the petition.

ANSWER: Admit.

55. In March 2024, Riley paid Respondent \$3,000 and an additional \$313 to cover the filing fee for her case.

ANSWER: Admit.

56. Respondent deposited Riley's \$3,313 into her D.C. trust account at Bank of America, account no. 9693, on March 27, 2024. Neither Respondent's records nor the bank records reflect when and in what amounts Respondent withdrew the funds Riley advanced for legal fees and the filing fee. But by no later than December 2024, Respondent had withdrawn the entire \$3,000 legal fee.

ANSWER: Admit.

57. On April 15, 2024, Riley completed the credit counseling course required by section 109(h) of the Bankruptcy Code before an individual can file for bankruptcy.

ANSWER: Admit.

58. On May 14, 2024, Respondent sent Riley an email attaching a Chapter 13 petition, a summary of assets and liabilities, a number of schedules, a creditor matrix listing only two creditors, and a Statement of Financial Affairs. Respondent had not reviewed with Riley the entries on the petition or the other documents. Respondent instructed Riley to review and sign the sixth page of the petition and return it that same day. Riley signed the sixth page which already included the date of May 14, 2024, and returned it to Respondent.

ANSWER: Admit.

59. Respondent failed to explain to Riley the statutory limitations on a debtor's ability to use funds to pay creditors and expenses once a bankruptcy petition was filed with the court.

ANSWER: Admit.

60. Respondent did not file the Chapter 13 petition on behalf of Riley until July 17, 2024. In re Celeste R. Riley, MD, Case No. 24-00255-ELG (Bankr. D.D.C.) Respondent affixed Riley's electronic signature to the petition she filed with the Bankruptcy Court and dated it July 17, 2024. The petition did not include the required summary, schedules, declaration, statement of financial affairs, or other documents. The list of Riley's creditors that Respondent attached to the petition was incomplete.

ANSWER: Admit.

61. On July 17, 2024, the day Respondent filed the petition, the Bankruptcy Court issued a Notice of Case Filing Deficiency listing the missing schedules and other documents that needed to be filed. The court also scheduled the meeting of creditors for August 19, 2024.

ANSWER: Admit.

62. On July 31, 2024, Respondent filed a Chapter 13 plan and the required summary of assets and liabilities, schedules, declaration, statement of

financial affairs, and statement of currently monthly income. Respondent included an electronic signature for Riley on the declaration, statement of financial affairs, and statement of monthly income attesting to the accuracy and completeness of the schedules and other documents.

ANSWER: Admit.

63. Respondent had not reviewed with Riley the schedules and other documents that Respondent filed on July 31, 2024, and Riley had not sworn to their accuracy as required by the bankruptcy rules. The schedules and other documents that Respondent filed included false and inaccurate information, including about Riley's income, her creditors, the amounts she owed, her assets and their value, and her expenses.

ANSWER: Admit.

64. On August 8, 2024, the U.S. Trustee moved to dismiss the case because, based on the schedules that Respondent filed, Riley's debts exceeded the debt limit, and Riley was not eligible for protection under Chapter 13.

ANSWER: Admit.

65. Respondent did not respond to the motion to dismiss and neither she nor Riley appeared for the meeting of creditors at 10 a.m. on August 19, 2024. Riley had tried to log on to the meeting using the Zoom link that Respondent's paralegal had sent her the afternoon of August 19, 2024

(although the meeting was scheduled for 10 a.m.). Riley waited hours to be admitted without success, while emailing Respondent's paralegal with questions.

ANSWER: Admit.

66. On August 27, 2024, the court issued an order to show cause why it should not dismiss the case based on Riley and Respondent's failure to attend the meeting of creditors. The court scheduled a hearing on the motion for September 11, 2024.

ANSWER: Admit.

67. On August 29, 2024, Respondent filed an amended plan, an amended summary, amended schedules, a declaration, and a creditor matrix. Respondent had not reviewed the amended summary, schedules, matrix, and plan with Riley and Riley had not sworn to their accuracy, although Respondent affixed an electronic signature for Riley on the declaration indicating that she had done so under penalty of perjury. The schedules and documents that Respondent filed included false and inaccurate information and made a number of changes including deleting five creditors, adding one new creditor, and reducing to \$0 the amount that Riley owed the plaintiffs in the malpractice action.

ANSWER: Admit in part and deny in part. Admit that Respondent filed an amended plan on that date that contained those documents. Denied as to Respondent affixing Riley's signature to the petition without consent.

68. On August 30, 2024, the court issued a notice of deficiency relating to some of the amended schedules. On September 4, 2024, the court issued an amended show cause order based on Riley's failure to appear at the meeting of creditors.

ANSWER: Admit.

69. On September 12, 2024, the day before the court's show cause hearing, Respondent filed an amended summary, amended schedules, and a declaration. Respondent had not reviewed the amended summary and schedules with Riley and Riley had not sworn to their accuracy, despite Respondent falsely indicating that she had by affixing Riley's electronic signature to the declaration. The schedules and documents that Respondent filed included false and inaccurate information.

ANSWER: Admit in part and deny in part. Admit that Respondent filed an amended plan on that date that contained those documents. Denied as to Respondent affixing Riley's signature to the petition without consent.

70. Also on September 12, 2024, Respondent filed a motion to convert Riley's Chapter 13 petition to a Chapter 11 petition. Respondent told Riley that the case had to be converted because of the amount of her debts, but she did not explain to Riley the ramifications of converting her bankruptcy case from Chapter 13 to Chapter 11 before filing the motion to convert.

ANSWER: Admit in part and deny in part. Respondent denies that she never explained to Riley the ramifications of conversion. Otherwise, admit.

71. At the September 13, 2024 hearing, the U.S. Trustee and court advised Respondent that the damages sought against Riley in the malpractice action were not liquidated and were contingent and therefore should not have counted in determining the debt limit. The court scheduled another hearing for October 2024, told Respondent (and Riley) what would happen if the court were to grant the motion to convert, and postponed consideration on the Trustee's motion to dismiss. Although Chapter 11 is primarily a tool for reorganizing a business, an individual may file under Chapter 11. However, the process under Chapter 11 is typically more complex, costly, and time-consuming.

ANSWER: Admit.

72. At the reconvened hearing on October 9, 2024, the court again explained to Respondent that the damages sought in the malpractice action against Riley were contingent, not liquidated, and expressed concerns about whether Riley wished to convert given the more stringent requirements under Chapter 11. After the court gave Respondent an opportunity to speak to Riley, Respondent told the court that Riley wanted to keep the case in Chapter 13 and withdrew her motion to convert. The U.S. Trustee had no objection but stated that Riley still had not provided all the required information and documents. The court scheduled another hearing for December 4, 2024.

ANSWER: Admit.

73. On October 28, 2024, Respondent sent Riley another amended plan and some amended schedules. Respondent had not reviewed the documents with Riley and Riley did not agree that Respondent could file them. Respondent nevertheless affixed Riley's signature to the declaration indicating that Riley had sworn under penalty of perjury to the schedules' accuracy when Riley had not. The amended schedules, which were filed on October 28, 2024, also included false and inaccurate information.

ANSWER: Admit in part and Deny in part. Respondent denies that Riley did not intend to represent that she petition had been sworn to.

74. On November 14 and 15, 2024, the opposing parties in the malpractice action filed motions for relief from the bankruptcy stay. Although Respondent opposed the motions, she had not previously sought, nor did she seek then, to remove the malpractice action to the bankruptcy court.

ANSWER: Admit.

75. Between December 3 and 4, 2024, Respondent filed an amended plan, an amended summary, amended schedules, and a declaration. Respondent had not reviewed the documents with Riley before filing them. Respondent nevertheless affixed Riley's signature to amended plan and the declaration indicating that Riley had sworn under penalty of perjury to their accuracy. The documents included false and inaccurate entries.

ANSWER: Admit in part and Deny in part. Respondent denies that Riley did not intend to represent that she petition had been sworn to.

76. On December 9, 2024, Riley and Respondent attended the meeting of creditors. Respondent did not prepare Riley for the meeting or tell her what to expect. The U.S. Trustee questioned Riley about a number of the entries on the amended schedules – documents that Respondent's paralegal sent Riley after the meeting had begun. Riley admitted that some of them were false or inaccurate and others were incomplete. The U.S. Trustee adjourned

the meeting of creditors until January 20, 2025, and told Riley she needed to file amended schedules and forms with accurate and complete information.

ANSWER: Deny.

77. On the evening of December 12, 2024, before the December 13, 2024

hearing on the amended plan and the Trustee's motion to dismiss, Riley faxed Respondent marked up copies of the amended plan and some of the amended schedules that Respondent had filed between December 3 and 4.

Riley corrected false and inaccurate entries and raised questions about others and provided some financial documents.

ANSWER: Admit.

78. At the December 13, 2024 hearing, the U.S. Trustee asked the judge to

postpone the hearing on the confirmation plan. The U.S. Trustee outlined a number of problems with the documents that Respondent had filed up to that point, stating that the schedules were not remotely accurate, the expenses listed were also inaccurate, Riley was ineligible for relief, and Riley had failed to make any plan payments, including to the U.S. Trustee. The U.S. Trustee said he would amend the motion to dismiss based on these deficiencies. Respondent admitted that the plan of reorganization she filed on December 3, 2024, was not appropriate for the court to consider and said she would file an amended plan and amend the schedules.

ANSWER: Admit.

79. At the end of the hearing on December 13, 2024, the Bankruptcy Court denied confirmation of the plan with leave to amend and continued the hearing on the Trustee's the motion to dismiss until January 23, 2025.

ANSWER: Admit.

80. On January 6, 2025, Respondent filed another set of documents including an amended plan, further amended schedules and an amended summary of assets and liabilities. Although Respondent corrected some of the entries in the previously filed documents, she ignored other changes and corrections that Riley had sent to her in December 2024. Respondent did not review with Riley the filings that Respondent made on January 6, 2025, and Riley did not attest to their accuracy.

ANSWER: Admit in part and Deny in part. Respondent denies that she deliberately failed to correct any paperwork errors.

81. Between January 6 and 9, 2025, Riley reviewed some of the amended documents, not knowing that Respondent had already filed them. Riley told Respondent that some of the entries needed to be corrected or changed and said she approved Respondent's filing them if the corrections and changes were made. On January 9, 2025, Respondent filed another amended plan as well as amended schedules, an amended declaration, and an amended

statement of financial affairs. But they too included false and inaccurate information, including that Riley was receiving monthly income of over \$58,000. In fact, Riley was still unemployed and had no income. Respondent affixed Riley's electronic signatures to the January 9, 2025 declaration and statement of financial affairs indicating that Riley had sworn under penalty of perjury to the accuracy of the amended schedules and other documents, when Riley had not.

ANSWER: Admit.

82. On January 16, 2025, Respondent filed a notice of removal for the malpractice action.

ANSWER: Admit.

83. The following day, January 17, 2024, the U.S. Trustee filed a second motion to dismiss based on Riley's failure to make Chapter 13 plan payments. The hearing on this motion was scheduled for February 20, 2025.

ANSWER: Admit.

84. Prior to the hearing on the motion to dismiss, the meeting of creditors was reconvened on January 27, 2025. The U.S. Trustee questioned Riley about the entries on the latest amended schedules. Riley admitted that some of the entries were incorrect. Riley stated that she had given Respondent proposed changes and corrections and asked Respondent why she had not made them.

Riley further admitted to using funds in her retirement account to pay off most of the second mortgage on her home. Riley had previously told Respondent that she had made these payments. Riley told the U.S. Trustee that she did not know that she had to request and receive court permission to make this and other payments. The U.S. Trustee scheduled another meeting of creditors for February 7, 2025, which was later continued to February 24, 2025.

ANSWER: Admit.

85. On February 20, 2025, the Bankruptcy Court held a hearing on the U.S. Trustee's motion to dismiss. Prior to the hearing, on February 20, 2025, the U.S. Trustee filed a motion asking the court to require Respondent to disgorge her fee and to impose sanctions based on the failure to file accurate schedules and pleadings and to disclose all assets and liabilities.

ANSWER: Admit.

86. Approximately an hour before the February 20, 2025 hearing was to begin, Respondent filed an amended plan as well as an amended summary and schedules, an amended statement of financial affairs, an amended declaration, and other documents. The amended plan included the handwritten notes and questions from Riley on the drafts that Respondent had sent her the day before the hearing. After the Trustee advised the court

and Respondent that the latest filings included Riley's communications with Respondent, Respondent filed a motion to withdraw the amended plan.

ANSWER: Admit.

87. Riley had signed some of the documents that Respondent filed on February 20, 2025, but she had done so immediately before the hearing with less than an hour to review them with Respondent.

ANSWER: Admit in part and Deny in part. Admit that Riley had signed the documents that day. Deny that she had not reviewed them prior to that day. She had had the documents for nearly a month.

88. At the February 20, 2025 hearing, the Trustee outlined the false, inaccurate, and inconsistent entries in the schedules and summaries that Respondent had filed, including those that she had filed immediately before the hearing. Respondent blamed her paralegal for filing the documents with Riley's handwritten notes, but she did not provide any explanation or excuse for the inaccurate and inconsistent information they contained. The judge said she would dismiss the case, and the only question was whether the dismissal would be with or without prejudice.

ANSWER: Admit in part and Deny in part. Respondent has not blamed her paralegal for any of the issues. Otherwise Admit.

89. The court gave Respondent time to consult with Riley. Respondent did not explain to Riley the effect of a dismissal with prejudice. Respondent told the court that Riley was not consenting to a dismissal. The court dismissed the case and scheduled a further hearing on March 18, 2025, to decide whether the dismissal would be with or without prejudice.

ANSWER: Deny.

90. Respondent did not file a witness list or any exhibits before the March 18, 2025 hearing and did not prepare Riley for the hearing. At the March 18, 2025 hearing, the U.S. Trustee questioned Riley about entries in more than 70 filings that had been made in her case. Riley admitted that many of them were false or inaccurate. Riley also admitted that she had used her funds to pay down most of her second mortgage but said she did not know she needed court approval to do so. Riley told the court that she wanted to submit forms to the court herself to make sure they were accurate.

ANSWER: Admit.

91. At the conclusion of the hearing on March 18, 2025, the court ruled that the dismissal would be with prejudice. The court said that while it credited Riley's testimony that she had given Respondent the relevant information, the court previously had warned Riley that Respondent was not providing competent representation. Riley nonetheless chose to keep Respondent as

her counsel and Respondent had filed amended plans and schedules that continued to include false and inaccurate information.

ANSWER: Respondent does not recall what was stated at the hearing and therefore cannot Admit or Deny.

92. The court held a subsequent hearing on March 20, 2025, on the U.S.

Trustee's motion for Respondent to disgorge her fees. The U.S. Trustee outlined the evidence from the previous hearing, including Riley's testimony that she had not seen or reviewed many of the filings that Respondent made in her bankruptcy case, and stated that some of the entries in those documents were not just wrong, but outrageous and not remotely possible. Also, given what the U.S. Trustee described as Respondent's "shocking" presentation at the last hearing, the Trustee argued that Riley would have been better off on her own. The U.S. Trustee further argued, and the court found, that the false and clearly inaccurate entries in dozens of filings to which Respondent had affixed Riley's electronic signature under penalty of perjury, put Riley at risk of criminal prosecution.

ANSWER: Admit.

93. On March 25, 2025, the court ordered Respondent to disgorge her entire fee and suspended her ECF filing privileges until she produced evidence that she

had completed six hours in bankruptcy and ethics focused continuing legal education courses.

ANSWER: Admit.

94. On April 3, 2025, Respondent transferred \$3,000 from her business account to her D.C. trust account and then used the \$3,000 to purchase a bank check for that amount payable to Riley. Prior to transferring \$3,000 and an additional \$20 from her business account to the trust account, Respondent had \$100.48 in her trust account. Respondent sent Riley the \$3,000 check on April 3, 2025.

ANSWER: Admit.

95. Respondent took the required CLE courses in April 2025 and provided Disciplinary Counsel the certificates of course completion.

ANSWER: Admit.

96. In responding to Disciplinary Counsel, Respondent acknowledged that certain “mistakes” were made in Riley’s bankruptcy case but attributed them to her paralegal.

ANSWER: Deny.

97. In response to Disciplinary Counsel’s subpoena duces tecum requesting Respondent’s financial records, among other documents, Respondent provided some records, but did not have any records of when and in what

amounts she withdrew from her trust account the funds that Riley had advanced.

ANSWER: Admit.

98. Respondent's conduct violated the following Rules of Professional Conduct:

- a. Rules 1.1(a) and 1.1(b), in that Respondent failed to provide competent representation to her client and failed to serve her client with skill and care;
- b. Rules 1.3(a) and Rule 1.3(c), in that Respondent failed to provide diligent representation to her client and failed to act with reasonable promptness in representing her client;
- c. Rule 1.3(b), in that Respondent intentionally failed to seek the lawful objectives of her client through reasonably available means and prejudiced or damaged her client during the course of the professional relationship;
- d. (ODC Spec i) Rules 1.4(a) and Rule 1.4(b), in that Respondent failed to keep her client reasonably informed about the status of her matter and failed to explain matters to the extent reasonably necessary to permit the client to make informed decisions about the representation;
- e. (ODC Spec j.) Rule 1.15(a) and (e), in that Respondent failed to safekeep advances of unearned fees in trust until they had been earned

and intentionally or recklessly misappropriated the funds of her client, and she failed to keep complete records of the fees and expenses that the client advanced;

- f. (ODC Spec d.)Rules 5.3(a)-(b), in that Respondent, to the extent she seeks to shift blame to her paralegal, failed to make reasonable efforts to ensure that her paralegal's conduct was compatible with Respondent's professional obligations;
- g. (ODC Spec e.)Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, deceit, misrepresentation, and/or fraud; and
- h. (ODC Spec f.)Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

ANSWER: Respondent denies that she committed any Rule violations.

RESERVATION OF RIGHTS

Respondent reserves the right to: amend this Answer, assert additional defenses, introduce mitigation evidence, challenge sanction proportionality.

PRAYER FOR RELIEF

Respondent respectfully requests that the Specification be dismissed in whole or in part, or that relief be granted consistent with Respondent's Pre-Answer Motions.

Respectfully submitted,

GERTRUDE NGAMGA., ESQ

By Counsel

THE MCGAVOCK REED LAW FIRM

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CERTIFICATE OF SERVICE

I certify that I served a true copy of the foregoing notice upon Phil Fox and Julia Porter of the Office of Disciplinary Counsel, and the Board on Professional Responsibility, via email, on this 10th day of April, 2026.

/s/ McGavock D. Reed, Jr.

McGavock D. Reed, Jr., Esq.

