

DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY
AD HOC HEARING COMMITTEE



In the Matter of:

Board on Professional Responsibility

Respondent.

Disciplinary Docket No. 2022-D063

A Member of the Bar of the
District of Columbia Court of Appeals
(Bar Registration No. 974538)

I. PROCEDURAL HISTORY

The Hearing Committee has carefully considered the Petition signed by Disciplinary Counsel and Respondent, the supporting affidavit submitted by Respondent (the “Affidavit”), and the representations during the limited hearing made by Respondent and Disciplinary Counsel. The Hearing Committee also has

* Consult the ‘Disciplinary Decisions’ tab on the Board on Professional Responsibility’s website (www.dccattorneydiscipline.org) to view any subsequent decisions in this case.

fully considered the Chair's *in camera* review of Disciplinary Counsel's files and records, and *ex parte* communications with Disciplinary Counsel. For the reasons set forth below, the Hearing Committee finds that the negotiated discipline of a ninety-day suspension, with all but thirty days stayed, in favor of one year of supervised probation, with conditions, is justified and recommends that it be imposed by the Court.

II. FINDINGS PURSUANT TO D.C. BAR R. XI, § 12.1(c) AND BOARD RULE 17.5

The Hearing Committee, after full and careful consideration, finds that:

1. The Petition and Affidavit are full, complete, and in proper order.
2. Respondent is aware that there is currently pending against him an investigation into allegations of misconduct. Tr. 20;¹ Affidavit ¶ 2.
3. The allegations that were brought to the attention of Disciplinary Counsel are that Respondent violated District of Columbia Rules of Professional Conduct ("Rules") 1.15(a) (commingling and failing to maintain complete records of entrusted funds) and 1.15(b) (failing to deposit entrusted funds into an IOLTA). Petition at 7.
4. Respondent has freely and voluntarily acknowledged that the material facts and misconduct reflected in the Petition are true. Tr. 20-24; Affidavit ¶¶ 4, 6. Specifically, Respondent acknowledges that:

(1) In July 2014, [Respondent] opened a PNC IOLTA ending in -4253. [Respondent] has been the sole signatory for that account since 2014. [Respondent] also maintains at least two PNC checking accounts: an

¹ "Tr." refers to the transcript of the limited hearing held on January 6, 2025.

interest-bearing personal checking account ending in -6157 and a business checking account ending in -7089.

(2) During the relevant period, [Respondent] engaged in commingling when he deposited client and third-party funds in his personal checking account and business account, both of which contained his personal funds during the entire period.

(3) On July 12, 2021, [Respondent] deposited a check for \$4,000 into his personal checking account. The check was from Maryland Automobile Insurance Fund to pay for a settlement for his client Florent Kam. According to his fee agreement with Kam, [Respondent's] contingency fee was one-third of the settlement amount, or \$1,320, and \$2,000.00 was to be paid to health care providers. At the time of the deposit, the account balance was \$1,121.25, which included [Respondent's] Social Security benefits deposit on July 2, 2021.

(4) On December 3, 2021, [Respondent] deposited a check for \$7,500 into his personal checking account. The check was from Elephant Auto Insurance to pay for a settlement for [Respondent's] client, Tewodros Muleta. [Respondent] never provided a fee agreement for Muleta's claim against Elephant Insurance; however, his other fee agreements with Muleta established a contingency fee of one-third the settlement amount, or \$2,475. At the time of the deposit, the account balance was \$5,641.62, which included a Social Security benefits deposit on the same day. On December 24, 2021, [Respondent] wrote a check for \$1,200 from his personal checking account to Washington Spine & Injury Center to satisfy some of Muleta's medical bills from the Elephant Insurance claim.

(5) On March 9, 2023, [Respondent] deposited two checks, totaling \$14,279, into his business checking account. The checks were both from Allianz to pay for a settlement for [Respondent's] client, Genet Mamo. According to his fee agreement with Mamo, [Respondent's] contingency fee was one-third the settlement amount, or \$4,712. At the time of the deposit, the account balance was \$831.98, which included [Respondent's] personal funds. On March 13, 2023, [Respondent] wrote a check to Mamo for \$6,650 from the business account. On April 14, 2023, [Respondent] wrote a check to Optimal CHIRO Practice & Rehab for \$2,500 from the business checking account.

(6) [Respondent] also regularly made deposits and withdrawals, including cash deposits and withdrawals, from his trust account without keeping records sufficient to identify the corresponding client matter and/or the purpose of the transaction.

(7) On September 27, 2021, [Respondent] withdrew \$4,000 from his IOLTA without identifying the corresponding client matter or the nature and purpose of the withdrawal. On the same day, [Respondent] deposited \$4,000 into his personal checking account, again without identifying the corresponding client matter or the nature and purpose of the deposit.

(8) On December 16, 2021, [Respondent] withdrew \$4,000 from his IOLTA without identifying the corresponding client matter or the nature and purpose of the withdrawal. On the same day, [Respondent] deposited \$4,000 into his personal checking account, again without identifying the corresponding client matter or the nature and purpose of the deposit.

(9) On January 14, 2022, [Respondent] withdrew \$4,750 from his IOLTA without identifying the corresponding client matter or the nature and purpose of the withdrawal.

(10) On April 26, 2022, [Respondent] withdrew \$2,000 from his IOLTA without identifying the corresponding client matter or the nature and purpose of the transaction.

(11) On June 21, 2022, [Respondent] withdrew \$12,748.34 from his IOLTA, bringing the balance of the account to \$0.00. At the time, the account held settlement funds for clients Te[wo]dros Muleta and Yezihalem Mesfen, and there is no record that [Respondent] disbursed any funds to either client before withdrawing the entire account balance. On the same day he withdrew the funds from his IOLTA, [Respondent] deposited \$12,748.34 into his business checking account.

(12) On February 24, 2023, [Respondent] withdrew \$2,015 from his IOLTA without identifying the corresponding client matter or the nature and purpose of the transaction. On the same day, he deposited \$2,015 into his business checking account, again without identifying the corresponding client matter or the nature and purpose of the transaction.

(13) [Respondent] failed to keep and maintain a general ledger reflecting the funds deposited in and withdrawn from the trust account. [Respondent] also failed to keep and maintain individual client ledgers reflecting the money he received on behalf of the client and how he handled the client's funds.

(14) [Respondent] did have records for some of the client matters including retainer agreements, invoices to clients, and receipts and checks for client expenses. The records [Respondent] kept and maintained for other clients were not complete and prevented Disciplinary Counsel from auditing his handling of entrusted funds, even with the additional information that Respondent provided during the investigation. Many of the records [Respondent] provided over the course of the investigation were contradictory, included incorrect information, dates, and/or client names, or were not signed by the clients when necessary. For example, on June 22, 2022, [Respondent] provided a settlement sheet for Muleta's Traveler's Insurance settlement. On March 14, 2023, [Respondent] provided another settlement sheet for the same case; however, the new settlement sheet had different amounts listed to be paid to the health care providers and the client and to be kept by [Respondent]. Additionally, the second settlement sheet was allegedly signed by the client while the first one was not.

(15) [Respondent] states that he paid most clients' settlement amounts with cash that he kept at his office or on his person; however, during the investigation [Respondent] never produced any receipts or other documentation reflecting payments of cash to his clients. After Disciplinary Counsel filed charges, [Respondent] produced affidavits from several clients stating that [Respondent] went to the bank with them to cash or deposit their settlement checks then disbursed their portion of the settlement funds to them in cash. Given these affidavits, it would be difficult for Disciplinary Counsel to prove that [Respondent] engaged in misappropriation of client funds.

(16) Disciplinary Counsel also could not prove that any client or third party was prejudiced or harmed by [Respondent's] handling of entrusted funds and failure to maintain complete records of those funds.

(17) [Respondent's] stipulated conduct violated Rule 1.15(a) of the D.C. Rules of Professional Conduct because he engaged in

commingling and failed to keep and maintain complete records of entrusted funds, and Rule 1.15(b) because he failed to keep entrusted funds in an IOLTA.

Petition at 2-7.

5. Respondent is agreeing to the disposition because Respondent believes that he cannot successfully defend against discipline based on the stipulated misconduct. Tr. 19; Affidavit ¶ 5.

6. Disciplinary Counsel has made no promises to Respondent other than what is contained in the Petition. Affidavit ¶ 7. Those promises are that Disciplinary Counsel will not pursue or seek a sanction other than that set forth in the Petition. Petition at 7. Respondent confirmed during the limited hearing that there have been no other promises or inducements other than those set forth in the Petition. Tr. 23-24.

7. Respondent is aware of his right to confer with counsel and is proceeding *pro se*. Tr. 13; Affidavit ¶ 1.

8. Respondent has freely and voluntarily acknowledged the facts and misconduct reflected in the Petition and agreed to the sanction set forth therein. Tr. 20-21, 23-24; Affidavit ¶¶ 4, 6.

9. Respondent is not being subjected to coercion or duress. Tr. 19, 24; Affidavit ¶ 6.

10. Respondent is competent and was not under the influence of any substance or medication that would affect his ability to make informed decisions at the limited hearing. Tr. 13-14.

11. Respondent is fully aware of the implications of the disposition being entered into, including, but not limited to, the following:

- a) he has the right to consult with counsel prior to entering this negotiated disposition;
- b) he will waive his right to cross-examine adverse witnesses and to compel witnesses to appear on his behalf;
- c) he will waive his right to have Disciplinary Counsel prove each and every charge by clear and convincing evidence;
- d) he will waive his right to file exceptions to reports and recommendations filed with the Board and with the Court;
- e) the negotiated disposition, if approved, may affect his present and future ability to practice law;
- f) the negotiated disposition, if approved, may affect his bar memberships in other jurisdictions; and
- g) any sworn statement by Respondent in his affidavit or any statements made by Respondent during the proceeding may be used to impeach his testimony if there is a subsequent hearing on the merits.

Tr. 13, 15-18; Affidavit ¶¶ 9-10, 12.

12. Respondent and Disciplinary Counsel have agreed that the sanction in this matter should be a ninety-day suspension, with all but thirty days stayed in favor of at least² one year of supervised probation. Petition at 7; Tr. 23. The probation is subject to the following conditions:

² The Petition states that Respondent will “be placed on supervised probation for one year.” Petition at 7. During the limited hearing, Disciplinary Counsel clarified that the term of supervised probation would extend beyond one year if additional time was needed for Respondent to be in full compliance with the practice monitor’s requirements for a period of twelve consecutive months. Tr. 35-37.

- a) Respondent shall meet with and obtain an assessment from the District of Columbia's Practice Management Advisory Service ("PMAS") and comply with and implement any recommendations of PMAS, including the supervision of his practice by a monitor for the period of at least one year.
- b) Respondent will execute a waiver allowing the assigned practice monitor to communicate directly with the Office of Disciplinary Counsel regarding his compliance. The assigned practice monitor will conduct a full assessment of Respondent's practices, including but not limited to reviewing financial records, client files, engagement letters, and his supervision and training of staff. The assigned practice monitor shall take steps to ensure Respondent is aware of and has taken steps to comply with his obligations under Rule 1.15, including maintaining complete records relating to client funds, depositing entrusted funds into an IOLTA, and treatment of flat or advance fees in compliance with *In re Mance, et al.* The practice monitor shall ensure Respondent complies with all of the practice monitor's recommendations.
- c) Respondent must be in full compliance with the practice monitor's requirements for a period of twelve consecutive months. After the practice monitor determines that Respondent has been in full compliance for twelve consecutive months, Respondent must sign an acknowledgement that he is in compliance with the practice monitor's requirements and file the signed acknowledgement with the Office of Disciplinary Counsel. This must be accomplished no later than two years after the date of the Court's final order.³
- d) Respondent shall not be found to have engaged in any unethical conduct before the probationary period expires.

³ During the limited hearing, Disciplinary Counsel explained that the two-year period was intended to account for the time necessary: (a) to identify and appoint a practice monitor; (b) for that practice monitor to evaluate Respondent's practice and provide him with the recommendations; and (c) to ensure Respondent's full compliance with the practice monitor's requirements for a period of twelve consecutive months. Each of the foregoing conditions must occur within two years of the Court's final order. *See* Tr. 34-35.

- e) During the supervised probation period, Respondent shall inform all clients, in writing, that he is serving a term of probation.

Petition at 8-9; Tr. 30-32.

13. Respondent further understands that he must file with the Court an affidavit pursuant to D.C. Bar R. XI, § 14(g) in order for his suspension to be deemed effective for purposes of reinstatement. Tr. 30.

14. In aggravation of sanction, the parties stipulate that: (a) Respondent's conduct was not isolated; (2) Respondent's conduct went on for a number of years and related to many different client matters; and (3) in a 2019 letter to Disciplinary Counsel, Respondent affirmatively stated that he was aware of the requirements of *In re Mance*, 980 A.2d 1196 (D.C. 2009), but continued to violate the advance fee rules. Petition at 11-12.⁴

15. In mitigation of sanction, the parties stipulate that: (a) Respondent has no prior discipline; (b) Respondent has taken full responsibility for his misconduct and has demonstrated remorse; and (c) Respondent has fully cooperated with

⁴ During the limited hearing, Disciplinary Counsel explained that the 2019 letter is unrelated to this case. Tr. 26. However, during its investigation in this case, Disciplinary Counsel determined that Respondent had accepted flat fees in several cases from a client and deposited those fees into his operating account. Tr. 26-27. The fee agreements did not explain how the fee was to be earned. Nor did they include the language, required under *In re Mance*, to treat fees as earned upon receipt. Tr. 27. Disciplinary Counsel ultimately could not determine whether Respondent misappropriated these funds for several reasons. First, Respondent lacked complete records concerning the treatment of the funds. Second, Respondent's account balance did not drop below that owed to the client during the relevant time period. Finally, the client provided an affidavit stating that all funds had been earned by the time she had paid them to Respondent. Tr. 27-28. Respondent stipulated to the foregoing. Tr. 29.

Disciplinary Counsel, including meeting with Disciplinary Counsel and providing written responses, bank statements, and client records. Petition at 12; Affidavit ¶ 14; Tr. 24-25.

III. DISCUSSION

The Hearing Committee shall recommend approval of a petition for negotiated discipline if it finds:

- (1) The attorney has knowingly and voluntarily acknowledged the facts and misconduct reflected in the petition and agreed to the sanction set forth therein;
- (2) The facts set forth in the petition or as shown at the hearing support the admission of misconduct and the agreed upon sanction; and
- (3) The sanction agreed upon is justified. . . .

D.C. Bar R. XI, § 12.1(c)(1)-(3); *see also* Board Rule 17.5(a)(i)-(iii).

A. Respondent Has Knowingly and Voluntarily Acknowledged the Facts and Misconduct and Agreed to the Stipulated Sanction.

The Hearing Committee finds that Respondent has knowingly and voluntarily acknowledged the facts and misconduct reflected in the Petition and agreed to the sanction therein. Respondent, after being placed under oath, admitted the stipulated facts and charges set forth in the Petition, and denied that he is under duress or has been coerced into entering into this disposition. *See supra* Section II, ¶¶ 8-9; Tr. 12. Respondent understands the implications and consequences of entering into this negotiated discipline. *See supra* Section II, ¶ 11.

Respondent has acknowledged that any and all promises that have been made to him by Disciplinary Counsel as part of this negotiated discipline are set forth in

writing in the Petition and that there are no other promises or inducements that have been made to him. *See supra* Section II, ¶ 6.

B. The Stipulated Facts Support the Admissions of Misconduct and the Agreed-Upon Sanction.

The Hearing Committee has carefully reviewed the facts set forth in the Petition and established during the hearing and concludes that they support the admission of misconduct and the agreed-upon sanction. Moreover, Respondent is agreeing to this negotiated discipline because he believes that he could not successfully defend against the misconduct described in the Petition. *See supra* Section II, ¶ 5.

With regard to the second factor, the Petition states that Respondent violated D.C. Rule 1.15(a) (commingling; failing to maintain complete records of entrusted funds). The evidence supports Respondent's admission that he violated Rule 1.15(a) (commingling) in that Respondent deposited client and third-party funds into his personal checking and business checking accounts, both of which contained personal funds. The evidence supports Respondent's admission that he violated Rule 1.15(a) (failing to maintain complete records of entrusted funds) in that Respondent failed to keep and maintain individual client ledgers and a general ledger reflecting deposits and withdrawals from the trust account.

The Petition also states that Respondent violated D.C. Rule 1.15(b) (failing to deposit entrusted funds into an IOLTA). The evidence supports Respondent's admission that he violated Rule 1.15(b) in that Respondent deposited client funds into his personal checking account and business checking account.

C. The Agreed-Upon Sanction Is Justified.

The third factor the Hearing Committee must consider is whether the sanction agreed upon is justified. *See* D.C. Bar R. XI, § 12.1(c); Board Rule 17.5(a)(iii) (explaining that hearing committees should consider “the record as a whole, including the nature of the misconduct, any charges or investigations that Disciplinary Counsel has agreed not to pursue, the strengths or weaknesses of Disciplinary Counsel’s evidence, any circumstances in aggravation and mitigation (including respondent’s cooperation with Disciplinary Counsel and acceptance of responsibility), and relevant precedent”); *In re Johnson*, 984 A.2d 176, 181 (D.C. 2009) (per curiam) (providing that a negotiated sanction may not be “unduly lenient”). Based on the record as a whole, including the stipulated circumstances in mitigation and aggravation, the Hearing Committee Chair’s *in camera* review of Disciplinary Counsel’s investigative file and *ex parte* discussion with Disciplinary Counsel, and the Committee’s review of relevant precedent, the Hearing Committee concludes that the agreed-upon sanction is justified and not unduly lenient.

The Committee’s task is to determine whether the proposed negotiated sanction is justified under the circumstances of this matter, not whether it is as consistent as possible with sanctions imposed in contested matters involving comparable misconduct. *See In re Beane*, Bar Docket Nos. 340-07, *et al.*, at 6 (BPR Dec. 22, 2009) (noting that the agreed upon sanction in negotiated discipline is not necessarily equivalent to the sanction that would be imposed after a contested proceeding), *recommendation adopted*, No. 09-BG-862 (D.C. Jan. 21, 2010). Yet

sanctions in negotiated discipline cases should not be “completely unmoored” from the range of sanctions that might otherwise be imposed. *In re Mensah*, 262 A.3d 1100, 1104 (D.C. 2021) (per curiam).

Violations of Rules 1.15(a) (commingling; recordkeeping) and 1.15(b) (trust account) generally result in relatively minor sanctions ranging from informal admonitions to short periods of suspension.⁵ *See, e.g., In re Harris-Lindsey*, 242 A.3d 613, 625-26 (D.C. 2020) (informal admonition for failure to maintain records); Order, *In re Klass*, Board Docket No. 13-BD-041, at 1-3, 5 (BPR Dec. 22, 2014) (Board reprimand for violating Rules 1.15(a) and (e) for failing to maintain complete records and commingling personal funds to cover an overdraft charge in the trust account, where no client funds were in the account at the time of the overdraft); *In re Mott*, 886 A.2d 535, 535-36 (D.C. 2005) (per curiam) (public censure for “failing to deposit client funds in a designated escrow or trust account, failing to adequately safeguard the funds, and failing to keep appropriate records”); *In re Millstein*, 855 A.2d 1137, 1137-38 (D.C. 2004) (per curiam) (public censure with practice conditions for, *inter alia*, failing to maintain complete financial records); *In re Graham*, 795 A.2d 51, 52 (D.C. 2002) (per curiam) (public censure for commingling, failure to deposit client funds into a trust account, and failing to promptly disburse a payment from settlement proceeds); *In re Iglehart*, 759 A.2d

⁵ Though they are issued by Disciplinary Counsel without holding a hearing, “informal admonitions letters . . . may contain sufficient detail to be useful to [the C]ourt in determining the range of sanctions appropriate in similar circumstances.” *In re Schlemmer*, 840 A.2d 657, 662 (D.C. 2004).

203, 204 (D.C. 2000) (per curiam) (thirty-day suspension where respondent failed to maintain adequate trust account records and commingled his own funds with entrusted funds); *In re Ukwu*, 712 A.2d 502, 502-03 (D.C. 1998) (per curiam) (thirty-day suspension in favor of probation for commingling and failing to maintain records); *In re McGann*, 666 A.2d 489, 489-491 (D.C. 1995) (per curiam) (including appended Board Report) (thirty-day suspension for commingling and failing to maintain records).

In considering the specific facts of this matter, the Hearing Committee has concluded the negotiated discipline is justified because the evidence established, and Respondent admitted, multiple violations of Rules 1.15(a) and (b) over a number of years related to many different clients. This constitutes a pattern of reckless misconduct that is highly detrimental to Respondent's clients and which evidences a blatant disregard of important duties that Respondent owes when handling the funds his clients entrust to him. The Hearing Committee therefore has concluded that relatively minor sanctions such as reprimand or censure would have been inappropriate. But the Hearing Committee has also considered that there was no stipulation, evidence, or allegation of actual client harm, and Disciplinary Counsel declined to pursue a charge of misappropriation as part of the negotiated discipline, as discussed in the Confidential Appendix. The Hearing Committee has also considered that Respondent has no prior discipline, took full responsibility for his misconduct, demonstrated remorse, and fully cooperated with Disciplinary Counsel (including by meeting with its representatives and providing written responses, bank

statements, and client records). Considering all of these factors along with the range of sanctions imposed in comparable cases, the Hearing Committee has concluded that the negotiated discipline (a ninety-day suspension, with sixty days stayed in favor of at least one year of supervised probation) is justified. In particular, the Hearing Committee regards the conditions included in Respondent's supervised probation—including (i) supervision by a practice monitor who will assess Respondent's practice, and (ii) full compliance with all of the practice monitor's requirements for twelve consecutive months—will protect Respondent's clients and assist Respondent in establishing and maintaining a law practice in full compliance with the District of Columbia Rules of Professional Conduct.

IV. CONCLUSION AND RECOMMENDATION

For the reasons stated above, it is the recommendation of this Hearing Committee that the negotiated discipline be approved and that the Court impose a ninety-day suspension, with sixty days stayed in favor of at least one year of supervised probation with the following conditions:

- a) Respondent shall meet with and obtain an assessment from the District of Columbia's Practice Management Advisory Service ("PMAS") and comply with and implement any recommendations of PMAS, including the supervision of his practice by a monitor for the period of at least one year.⁶
- b) Respondent will execute a waiver allowing the assigned practice monitor to communicate directly with the Office of Disciplinary Counsel regarding his compliance. The assigned practice monitor will conduct a full assessment of Respondent's practices, including but not limited to reviewing financial records, client files, engagement letters, and Respondent's supervision and training of staff. The assigned practice monitor shall take steps to ensure Respondent is aware of and has taken steps to comply with his obligations under Rule 1.15, including maintaining complete records relating to client funds, depositing entrusted funds into an IOLTA, and treatment of flat or advance fees in compliance with *In re Mance, et al.* The practice monitor shall ensure Respondent complies with all of the practice monitor's recommendations.
- c) Respondent must be in full compliance with the practice monitor's requirements for a period of twelve consecutive months. After the practice monitor determines that Respondent has been in full compliance for twelve consecutive months,

⁶ We recognize that this language could be read to mean that PMAS may or may not recommend that Respondent be supervised by a practice monitor. But, consistent with the representations of the parties during the limited hearing and the conditions enumerated below, it is clear to this Hearing Committee that a practice monitor will be appointed in this matter.

Respondent must sign an acknowledgement that he is in compliance with the practice monitor's requirements and file the signed acknowledgement with the Office of Disciplinary Counsel. This must be accomplished no later than two years after the date of the Court's final order.

- d) Respondent shall not be found to have engaged in any unethical conduct before the probationary period expires.
- e) During the at least one-year term of probation, Respondent shall inform all clients, in writing, that he is serving a term of probation.

The Hearing Committee further recommends that Respondent's attention be directed to the requirements of D.C. Bar R. XI, § 14 and their effect on his eligibility for reinstatement. *See* D.C. Bar R. XI, § 16(c).

AD HOC HEARING COMMITTEE



Philip Sechler
Chair



Lisa Harger
Public Member



Abraham Kramer
Attorney Member