

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

<b>In the Matter of</b>	:	
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<b>MONIQUE A. TOVAR, ESQUIRE</b>	:	<b>Disciplinary Docket Nos. 2016-D259, 2016-</b>
	:	<b>D356, 2018-D036, 2018-D037, and 2018-</b>
<b>Respondent</b>	:	<b>D233</b>
	:	
<b>A Member of the Bar of the</b>	:	
<b>District of Columbia Court of Appeals</b>	:	
<b>Bar Number: 1016038</b>	:	
<b>Date of Admission: September 6, 2013</b>	:	

**SPECIFICATION OF CHARGES**

The disciplinary proceedings instituted by this petition are based upon conduct that violates the standards governing the practice of law in the District of Columbia as prescribed by D.C. Bar R. X and XI, § 2(b).

Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar R. XI. Pursuant to D.C. Bar R. XI, § 1(a), jurisdiction is found because:

1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted on September 6, 2013, and assigned Bar number 1016038. Respondent has never been licensed to practice law in Maryland.

The facts giving rise to the charges of misconduct are as follows:

**COUNT I**  
***Tovar/Webber 2016-D259***

2. In 2013, Paula Webber was a defendant in foreclosure proceeding in the Circuit Court for Anne Arundel County, Maryland, involving property at 1552 Penzance Way, Hanover,

Maryland 21076. Ms. Webber and Kenneth Sanders owned the property, which was their residence, as trustees for a family trust, Miah Family Foundation Trust.

3. Ms. Webber filed cross-claims and a third-party complaint in the foreclosure proceeding alleging wrongful foreclosure, among other claims. In February 2014, the Circuit Court dismissed the cross-claims and third-party complaint with prejudice.

4. In May 2014, Ms. Webber filed for bankruptcy under chapter 7 in the United States Bankruptcy Court for the District of Maryland (Baltimore). The bankruptcy court closed the case in September 2014.

5. On March 12, 2015, Ms. Webber and Mr. Sanders filed a “Notice of Lis Pendens” in the United States District Court for the District of Maryland seeking to prevent the foreclosure of the property. *Miah Family Foundation Trust, et al. v. Shapiro Brown & Alt., LLP, et al.*, Case No. 15cv0686 (RDB).<sup>1</sup> The federal court docket referred to the Notice of Lis Pendens, with the exhibits and affidavits that Ms. Webber had attached, as the “Complaint.”

6. On March 19, 2015, Ms. Webber filed the same Notice of Lis Pendens with the Circuit Court for Anne Arundel County in the foreclosure action. Case No. 02-C-13-180217.

7. Ms. Webber and Mr. K. Sanders tried, without success, to record the Notice of Lis Pendens with the Anne Arundel County Land Records Department.

8. On March 19, 2015, David Saunders, who held himself out as Respondent’s “business partner,” introduced Respondent to Ms. Webber and Mr. K. Sanders. Respondent told

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<sup>1</sup> Lis pendens means pending lawsuit. The notice of lis pendens, which is usually filed in the land records in the chain of title to real property, serves as a warning that the property is the subject of litigation and that any interests acquired during the pendency of the litigation are subject to the outcome of the litigation. Black’s Law Dictionary (10<sup>th</sup> Edition).

Ms. Webber and Mr. K. Sanders that she could represent them in their legal matters, and they scheduled another meeting a few days later.

9. On March 23, 2015, Ms. Webber and Mr. K. Sanders met again with Respondent and retained her as their counsel. David Saunders also was present at the meeting.

10. Respondent disclosed to Ms. Webber and Mr. K. Sanders that she was not a Maryland attorney, but represented she worked with another lawyer licensed in Maryland and could use that lawyer's license to litigate their matters.

11. Respondent agreed to represent Ms. Webber and Mr. K. Sanders in recording the lis pendens with the land records department and in the related federal and state court litigation in which they already had filed the lis pendens.

12. Respondent gave Ms. Webber and Mr. K. Sanders a fee agreement in which she said she would charge \$1,500 for "the limited scope of Filing of Lis Pendens and Attorney of Record" (emphasis in the original). Respondent's fee agreement provided that Respondent would "earn the flat fee upon the physical appearance and legal representation of Client at the commencement of the applicable legal proceeding . . . ." Respondent signed and dated the retainer agreement, and Ms. Webber gave Respondent a check for \$1,600 – \$1,500 for Respondent's fee and \$100 to cover the recording costs.

13. On March 25, 2015, Respondent deposited Ms. Webber's \$1,600 in an account held in the name of Respondent's law firm at Citibank, account no. 6169.<sup>2</sup> Such account was not an IOLTA or trust account.

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<sup>2</sup> Respondent opened the Citibank 6169 account at the Chevy Chase branch of Citibank in Northwest Washington, D.C.



14. Without seeking or obtaining her clients' consent and without having earned the fees, Respondent took Ms. Webber's funds for herself. When she deposited the \$1,600 advance fee in the account, the balance was \$36.96. After making the deposit, Respondent made a cash withdrawal from the account, wrote checks to herself and David Saunders, and made a purchase at Staples with the bank card for the account. By March 31, 2015, the account balance had fallen to \$545.17 – an amount less than what Respondent was required to hold in trust for her clients.

15. Shortly after their meeting on March 23, 2015, Ms. Webber provided Respondent copies of the pleadings in the cases in the Circuit Court for Anne Arundel County and the United States District Court for the District of Maryland, and other documents related to her wrongful foreclosure claims. Ms. Webber also provided Respondent her email correspondence with Stuart Cordish, a Maryland Assistant Attorney General, concerning her previous attempt to record the notice of lis pendens with the land records department.

16. In early April 2015, Ms. Webber called Respondent's office about the foreclosure sale that was scheduled that week. David Saunders responded on behalf of Respondent and advised Ms. Webber to call the Sheriff's Office. Ms. Webber on her own negotiated a postponement of the foreclosure, and notified Respondent of the new foreclosure sale date.

17. Respondent was unable to record the lis pendens with the County's land records department and so advised Ms. Webber.

18. On April 15, 2015, Respondent, Ms. Webber, and Mr. K. Sanders met with Mr. Cordish about recording the lis pendens. After their meeting, Ms. Webber and Mr. K. Sanders met again with Respondent at the Anne Arundel County Courthouse in Annapolis, and recorded the Notice of Lis Pendens. Ms. Webber paid the \$60 recordation fee and sent Respondent a copy of the recorded lis pendens.



19. On June 9, 2015, Ms. Webber filed an affidavit with the federal court reflecting that she had served the registered and resident agents of many of the defendant law firms and banks listed in the lis pendens. Ms. Webber gave Respondent copies of what she filed with the federal court.

20. In June 2015, Respondent advised Ms. Webber that she and Mr. K. Sanders should file a counterclaim. Ms. Webber sent Respondent a zip file including all the documents in the Anne Arundel Circuit Court case, as well as other documents.

21. On June 25, 2015, several defendants in the federal court action filed a motion to dismiss, and other defendants joined in the motion.

22. On June 26, 2015, the Clerk of the federal court sent Ms. Webber and Mr. K. Sanders a “Rule 12/56 letter” stating that defendants had filed motions to dismiss or for summary judgment and they had a right to file a written response to these motions within 17 days, or the court may dismiss or enter judgment against them without further notice.

23. On July 2, 2015, Ms. Webber emailed Respondent about the federal court case and sent her the court’s June 26, 2015 letter and the defendants’ motions to dismiss.

24. On that same day, July 2, 2015, Ms. Webber emailed Respondent a copy of the “Notice About Eviction” posted on her door and asked Respondent to please address the situation. Ms. Webber also emailed the lawyer listed on the notice of eviction, providing him a copy of the recorded lis pendens and telling him to contact her lawyer and giving him Respondent’s address, telephone number, and email address. Ms. Webber copied Respondent on the email to the lawyer and sent her the confirming email she received from the lawyer.

25. On July 10, 2015, Ms. Webber and Mr. K. Sanders met with Respondent at the Grand – an apartment building in Rockville, Maryland, where Respondent lived. Ms. Webber

gave Respondent additional copies of the motions to dismiss and the court's June 26, 2015 letter, and told her that the deadline for filing a written response was July 13, 2015.

26. Respondent agreed to represent Ms. Webber and Mr. K. Sanders in the federal court action and provided them a second fee agreement. Respondent said she would charge them \$1,800 to "respond[] to opposing parties' Motions to Dismiss, and unresponsive Notices & Affidavits related to the property located at 1552 Penzance Way, MD 21076." Respondent said her services would include: "reviewing of opposing party's Motion to Dismiss filed in this case; answering said Motion to Dismiss and represent [sic] Client in a subsequent conference prior to trial between opposing party, judge and client; and amending Client's initial complaint as required." Ms. Webber and Mr. K. Sanders signed the second retainer agreement on July 10, 2015.

27. On July 11, 2015, Ms. Webber delivered a check payable to Respondent for \$1,800.

28. On July 13, 2015, Respondent deposited Ms. Webber's \$1,800 check in another law firm account she had at SunTrust bank, account no. 9431.<sup>3</sup> This account was not an IOLTA or trust account.

29. Without seeking or obtaining her clients' consent and without having earned the fee, Respondent took and used Ms. Webber's funds for herself. Prior to July 13, 2015, the balance in the 9431 account was \$47.68. On July 13, 2015, Respondent deposited not only Ms. Webber's check for \$1,800, but \$380 in cash, and transferred \$482 from another account she maintained at SunTrust to the 9431 account. Respondent used most of the funds that same day to pay \$2,133 in rent to the Grand. The closing balance for the 9431 account on July 13, 2015, was \$437.85, and

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<sup>3</sup> Respondent opened the SunTrust 9431 account at the SunTrust branch at Connecticut Avenue and Nebraska Avenue in Northwest Washington, D.C.

by July 20, 2015 the balance had dropped to \$35.51 – an amount less than what Respondent was required to hold in trust for her client.

30. On July 13, 2015, Ms. Webber called Respondent to confirm that she had filed an opposition to the motions to dismiss. Respondent responded later that day by text message. Respondent confirmed she had the documents Ms. Webber had emailed and said she was requesting an extension.

31. On July 15, 2015, Respondent again told Ms. Webber she was seeking an extension to respond to the motions.

32. In August 2015, Respondent falsely told Ms. Webber that the federal court had granted her motion for an extension pending her application to practice before the court. Respondent also falsely told Ms. Webber that she was working on a complaint to file on her behalf.

33. Respondent did not file a motion for extension or a response to the motions to dismiss.

34. Nor did Respondent ever seek admission to represent Ms. Webber and Mr. K. Sanders in the federal court case or the Anne Arundel Circuit Court case.

35. Respondent also did not prepare an amended complaint.

36. Ms. Webber continued to call and send emails and text messages to Respondent, but Respondent did not respond.

37. On January 6, 2016, the federal court granted the defendants' motions to dismiss because plaintiffs had not opposed them. The order dismissing the case was filed on January 7, 2016.

38. Ms. Webber learned of the dismissal in mid-January 2016, when she received a copy of the court's order.



39. On January 19, 2016, Ms. Webber called Respondent and sent her an email complaining that Respondent had refused to communicate with her for months and had mishandled her and Mr. K. Sanders' matters. Ms. Webber demanded a full account of the funds that she paid Respondent and a refund.

40. Respondent responded by email on January 20, 2016. In the first email, Respondent claimed she was reviewing the file and told Ms. Webber that they needed to discuss her case in detail. Respondent further said that she now had a Maryland attorney on her team able to work on the case, and Respondent was "willing to help clean up the situation . . . and discuss steps going forward."

41. In a subsequent email also sent on January 20, 2016, Respondent told Ms. Webber to disregard her earlier email, which she claimed was sent in error. Respondent said she would send Ms. Webber a letter and a refund of \$1,800. Respondent did neither.

42. On March 9, 2016, Ms. Webber sent Respondent another email repeating her request for an accounting and a refund. Respondent did not respond.

43. In late July 2016, several months after the representation had ended, Ms. Webber filed a complaint against Respondent with Disciplinary Counsel.

44. Disciplinary Counsel sent Respondent the complaint on August 24, 2016, requesting a response within 10 days.

45. Respondent did not submit a response until September 23, 2016. In her response, Respondent falsely represented that after reviewing the documents Ms. Webber had provided and "researching" the matter, she determined that Ms. Webber and Mr. K. Sanders were engaged in fraudulent conduct and she could not ethically represent them.

46. Respondent subsequently provided Disciplinary Counsel an undated ledger that

falsely represented the time Respondent spent reviewing the documents that Ms. Webber had provided her relating to the motions to dismiss the federal court action. Respondent claimed she had earned the \$1,800 based on hourly time charges. Respondent's fee agreement, however, did not provide for an hourly fee, and Ms. Webber and Mr. K. Sanders had never agreed to pay Respondent for her time.

47. On January 31, 2017, Disciplinary Counsel sent Respondent a subpoena directing her to provide the client files and her financial records reflecting her handling of the funds that Ms. Webber had paid her. The subpoena had a return date of February 14, 2017.

48. Respondent did not respond to the subpoena or request additional time to do so.

49. Disciplinary Counsel sent Respondent follow-up emails on February 23, 2017, and March 2, 2017, requesting her to comply with the subpoena. Respondent responded to the March 2, 2017 email, claiming falsely that she had not previously been aware of the subpoena.

50. Respondent still did not produce any documents or respond to the subpoena after March 2, 2017, despite another follow-up email from Disciplinary Counsel on April 4, 2017.

51. On April 14, 2017, Disciplinary Counsel filed a motion with the District of Columbia Court of Appeals (DCCA) to enforce its subpoena. Respondent did not respond to the motion.

52. On June 5, 2017, the DCCA granted Disciplinary Counsel's motion and ordered Respondent to comply with the subpoena within 10 days from the date of its order.

53. On June 9, 2017, Respondent was personally served with the DCCA order of June 5, 2017.

54. Respondent failed to comply with the order by producing documents responsive to the subpoena.

55. On July 19, 2017, Disciplinary Counsel filed a motion with the DCCA for an order to show cause why Respondent should be held in contempt for failing to comply with the June 5, 2017 order enforcing the subpoena.

56. On November 6, 2017, the DCCA granted Disciplinary Counsel's motion for an order to show cause and transmitted the record to the Honorable Robert Morin, Chief Judge of the D.C. Superior Court, to conduct a hearing to determine whether Respondent should be held in contempt.

57. On November 15, 2017, Chief Judge Morin issued an order scheduling a hearing on November 30, 2017.

58. At the November 30, 2017 hearing, Respondent produced what she represented was her file for Ms. Webber and her family trust. The file did not include any financial records with the exception of a copy of Ms. Webber's first check for \$1,600, which Respondent previously had attached to her September 2016 response to the complaint.

59. On February 14, 2018, at subsequent hearing in the contempt proceeding, Respondent produced only one additional document relating to Ms. Webber and the Miah Family Trust – a single page of a monthly bank statement for Citibank reflecting a \$1,600 deposit on March 25, 2015.

60. On October 24, 2018, Disciplinary Counsel sent a follow-up letter and another subpoena to Respondent for her financial records and any other documents in the client file.

61. Respondent failed to respond.

62. Respondent's conduct alleged in Count I violated the following Rules of the District of Columbia Rules of Professional Conduct (Rules) and/or the counterpart provisions of the



Maryland Rules to the extent they may apply pursuant to D.C. Rule 8.5(b)(1)<sup>4</sup>:

- a. Rules 1.3(a) and (c), in that Respondent failed to act diligently and with reasonable promptness in representing her clients;
- b. Rules 1.3(b)(1) and (2), in that Respondent intentionally failed to seek the lawful objectives of her clients and prejudiced or damaged her clients;
- c. Rule 1.4(a) and (b), in that Respondent failed to keep her clients reasonably informed about the status of their matter, promptly comply with reasonable requests for information, or explain matters to the extent reasonably necessary to permit the clients to make informed decisions regarding the representations;
- d. Rule 1.15(a), in that Respondent failed to keep and preserve complete records of entrusted funds;
- e. Rule 1.15(a) and (e), in that Respondent failed to safekeep and hold advances of unearned fees and unincurred costs that were in her possession in connection with a representation separate from her own funds and thereby engaged in commingling and intentional or reckless misappropriation of client funds;
- f. Rule 1.15(c), in that Respondent failed to render a full accounting of the funds she received;
- g. Rule 1.16(d), in that in connection with the termination of the representation, Respondent did not take timely steps to the extent reasonably practicable to protect her clients, including surrendering their papers, and refunding the advance payments of fees and costs she had not earned or incurred;

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<sup>4</sup> The Maryland Rules are set forth in Chapter 300 of Title 19 (Attorneys) of the Maryland Rules of Procedure and include the same or substantially similar provisions as the D.C. Rules.

h. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information;

i. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, deceit and misrepresentation;

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

k. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with a Court order.

**COUNT II**  
***Tovar/Daniels 2016-D356***

63. Mr. K. Sanders referred Roy Daniels to Respondent as a lawyer who could help Mr. Daniels' parents, Wilbur Leroy Daniels, Sr. and Kathern Burch Daniels, who were both in their late 70s and defendants in a foreclosure proceeding in the Circuit Court for Prince George's County, Maryland.

64. On April 1, 2015, Roy Daniels met with Respondent. Respondent told Mr. Daniels that she could represent his parents and would record a Notice of Lis Pendens on their Maryland property in the land records office and would file the lis pendens with the Circuit Court for Prince George's County where the foreclosure proceedings were pending, and in the federal court in Maryland where there was no action pending.

65. On April 6, 2015, Roy Daniels brought his parents to Respondent's office. Respondent provided the Danielses a fee agreement stating that she would charge a "flat fee" of \$4,500 for the "Filing of Lis Pendens and Attorney of Record." The agreement further provided that Respondent would "earn the flat fee upon the physical appearance and legal representation of Client[s] at the commencement of the applicable legal proceeding."

66. Roy Daniels gave Respondent a Notice of Lis Pendens that his parents already had

signed that included a list of potential defendants. The Danielses asked Respondent to file the documents as quickly as possible with the Circuit Court for Prince George's County, the United States District Court for the District of Maryland, and the Prince George's County land records office. Respondent agreed to do so.

67. Respondent did not tell the Danielses she was not licensed to practice law in Maryland.

68. On April 7, 2015, Roy Daniels gave Respondent a bank check for \$4,500. That same day, Respondent deposited the \$4,500 in an account held in the name of her law firm at Citibank, account no. 6169 – the same account described in paragraph 13, above.

69. Without seeking or obtaining the Danielses' consent and without having earned the fee, Respondent took and used the Danielses' funds for herself. When she deposited the \$4,500 advance fee in the account, the balance was \$545.17. By April 30, 2015, the balance had fallen to \$107 – an amount less than she was required to hold in trust for her clients. Respondent wrote checks on the account payable to herself and David Saunders, made cash withdrawals from the account, and used most of the remaining funds for personal expenses.

70. When she took the Danielses' funds, Respondent had not recorded the Notice of Lis Pendens or taken any other action to pursue the Danielses' matters.

71. In mid-April 2015, Roy Daniels emailed Respondent, attaching pleadings in the ongoing case in the Circuit Court for Prince George's County. Respondent did not respond.

72. On May 5, 2015, Roy Daniels sent Respondent another email complaining that she had not returned his calls and she had not recorded the lis pendens, filed a lawsuit, or taken any other action on his parents' behalf. Respondent responded a week later by email stating she was aware of the urgency of the matter and claimed she had been out of town.



73. On May 13, 2015, Respondent filed the Notice of Lis Pendens that the Danielses had prepared with the United States District Court for the District of Maryland. *Daniels, et al. v. Saxon Mortgages Services, et al.*, Case No. 8:15-cv-01384 (TDC). The lis pendens listed 30 defendants. Respondent signed the Civil Cover Sheet as “Attorney of Record” for the Danielses. She also completed proposed summonses for 29 of the 30 defendants, providing her law office address as the place for defendants to serve their answers and motions.

74. On May 18, 2015, the Clerk of the United States District Court for the District of Maryland sent a letter to Respondent informing her that she was not a member in good standing of the court’s bar, that her appearance had not been entered in the case, and that she therefore would not receive copies of orders and documents filed in the case. The Clerk directed Respondent to notify the chambers of the presiding judge within 14 days whether she would be seeking admission or if another attorney would be entering an appearance. The letter provided information about appearing *pro hac vice* before the court.

75. The Danielses also received a copy of the Clerk’s letter and questioned Respondent about it. Respondent assured them there was nothing to worry about and she was taking care of it.

76. Respondent did not seek admission to the court or have another lawyer enter an appearance on behalf of the Danielses. Respondent did not advise the Danielses that she had failed to take any action in response to the Clerk’s letter.

77. Sometime after May 13, 2015, Respondent informed Roy Daniels that she had attempted, without success, to file the Notice of Lis Pendens in the Prince George’s County land records office and in the Circuit Court in Prince George’s County.

78. Roy Daniels on his own filed the Notice of Lis Pendens with the Circuit Court in

Prince George's County in the foreclosure case against his parents. He also, on his own, recorded the Notice of Lis Pendens with the lands records office. He subsequently provided copies of the filed and recorded lis pendens to Respondent.

79. On June 16, 2015, Respondent met again with Roy Daniels and his parents. Respondent provided them a contingency fee agreement stating she would charge 33% of any recovery for "Representation of Clients [Wilbur and Kathern Daniels] with respect to their counterclaim for damages related to the conspired, attempted theft of Clients' real property located at 9717 Dale Drive, Upper Marlboro, MD 20772, by named defendants." Wilbur and Kathern Daniels signed the agreement on June 16, 2015.

80. Respondent never prepared or filed a counterclaim and did nothing to assist the Danielses in the ongoing Prince George's Circuit Court case or in the federal court case.

81. After June 2015, the Danielses had increasing difficulty communicating with Respondent. Respondent canceled meetings and did not respond to a number of calls, emails, and text messages. The Danielses did not know the status of the legal matters they had retained Respondent to pursue.

82. On January 7, 2016, the federal court in Maryland issued an order stating that after the Clerk's letter of May 18, 2015, Respondent had not entered an appearance or had other counsel enter an appearance on behalf of the Danielses and that the Danielses themselves had not requested the summons be issued. The federal court ordered the plaintiffs to show good cause within 14 days why they had not served defendants and, if they failed to do so, the complaint would be dismissed without prejudice. The court mailed the order to Respondent at her office address.

83. Respondent did not respond to the order or discuss it with the Danielses.

84. On January 22, 2016, the court dismissed without prejudice the Danielses' federal

court action that Respondent had filed. The court mailed the order to Respondent at her office address.

85. The Danielses learned about the dismissal when they received the court orders. Roy Daniels tried, without success, to communicate with Respondent.

86. In June 2016, Wilbur and Kathern Daniels were evicted from their home in Maryland.

87. On October 12, 2016, many months after the representation ended, the Danielses filed a complaint against Respondent with Disciplinary Counsel.

88. Respondent did not respond to the complaint until December 9, 2016.

89. In her response, Respondent made knowing false statements, including that she had advised the Danielses she was not licensed to practice law in Maryland and was not familiar with the common law principle of *lis pendens*. Respondent also falsely represented that she brought in a Maryland lawyer to assist in the Danielses' representation.

90. On January 31, 2017, Disciplinary Counsel sent Respondent a subpoena directing her to provide the Danielses' client file and her financial records reflecting her handling of the funds the Danielses paid her. The subpoena had a return date of February 14, 2017.

91. Respondent did not respond to the subpoena or request additional time to do so.

92. Disciplinary Counsel sent Respondent follow-up emails on February 23, 2017, and March 2, 2017, requesting her to comply with the subpoena. Respondent responded to the March 2, 2017 email, claiming falsely that she had not previously been aware of the subpoena.

93. Respondent still did not produce any documents or respond to the subpoena after March 2, 2017, despite another follow-up email from Disciplinary Counsel on April 4, 2017.

94. On April 14, 2017, Disciplinary Counsel filed a motion with the DCCA to enforce



its subpoena. Respondent did not respond to the motion.

95. On June 5, 2017, the DCCA granted Disciplinary Counsel's motion and ordered Respondent to comply with the subpoena within 10 days from the date of its order.

96. On June 9, 2017, Respondent was personally served with the DCCA order of June 5, 2017.

97. Respondent failed to comply with the order by producing documents responsive to the subpoena.

98. On July 19, 2017, Disciplinary Counsel filed a motion with the DCCA for an order to show cause why Respondent should be held in contempt for failing to comply with the June 5, 2017 order enforcing the subpoena.

99. On November 6, 2017, the DCCA granted Disciplinary Counsel's motion for an order to show cause and transmitted the record to Chief Judge Morin of the D.C. Superior Court, to conduct a hearing to determine whether Respondent should be held in contempt.

100. On November 15, 2017, Chief Judge Morin issued an order scheduling a hearing on November 30, 2017.

101. At the November 30, 2017, Respondent produced what purported to be her file for the Danielses. The file did not include any financial records and only some of the emails she had exchanged with the Danielses. Approximately a third of the documents Respondent included in the file were online court records that Respondent had printed on October 31, 2017, a year *after* the Danielses had filed a complaint against her.

102. On February 14, 2018, at subsequent hearing on the contempt proceeding, Respondent provided additional documents relating to her representation of the Danielses. The only financial records she provided were a copy of the \$4,500 check she received and one page of

a monthly bank statement that she had redacted with the exception of the line reflecting a \$4,500 deposit on April 7, 2015.

103. On October 26, 2018, Disciplinary Counsel sent a follow-up letter and another subpoena to Respondent for her financial records and any other documents in the client file.

104. Respondent failed to respond.

105. Respondent's conduct alleged in Count II violated the following D.C. Rules and/or the counterpart provisions of the Maryland Rules to the extent they may apply pursuant to D.C. Rule 8.5(b)(1):

a. Rules 1.3(a) and (c), in that Respondent failed to act diligently and with reasonable promptness in representing her clients;

b. Rules 1.3(b)(1) and (2), in that Respondent intentionally failed to seek the lawful objectives of her clients and prejudiced or damaged her clients;

c. Rules 1.4(a) and (b), in that Respondent failed to keep her clients reasonably informed about the status of their matter, promptly comply with reasonable requests for information, or explain matters to the extent reasonably necessary to permit the clients to make informed decisions regarding the representations;

d. Rule 1.5(a), in the Respondent charged an unreasonable fee;

e. Rule 1.15(a), in that Respondent failed to keep and preserve complete records of entrusted funds;

f. Rule 1.15(a) and (e), in that Respondent failed to safekeep and hold advances of unearned fees that were in her possession in connection with a representation separate from her own funds and thereby engaged in commingling and intentional or reckless misappropriation of client funds;

g. Rule 1.16(d), in that in connection with the termination of the representation, Respondent did not take timely steps to the extent reasonably practicable to protect her clients, including surrendering their papers, and refunding the advance payments of fees she had not earned;

h. Rule 5.5(a), in that Respondent practiced law in a jurisdiction where doing so violated the regulation of the legal profession in that jurisdiction;

i. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information;

j. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, deceit and misrepresentation;

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

l. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with the Court order.

**COUNT III**  
***Tovar/Adeyemi, 2018-D036***

106. In late June or early July 2017, Helen Adeyemi met Respondent in the D.C. Superior Courthouse. Ms. Adeyemi told Respondent she was involved in litigation with her landlord, and Respondent told her that she was a lawyer and could help her.

107. On July 8, 2017, Ms. Adeyemi met with Respondent and paid her \$100 in cash as a down payment toward Respondent's fee. Respondent provided Ms. Adeyemi a fee agreement, entitled "Mixed Contingent Fee Agreement," in which Respondent said her fee would be \$1,500 and 33% of any recovery for representing Ms. Adeyemi "in DC Superior Court Small Claims Court in cases against [her] landlord for breach of contract."



108. Ms. Adeyemi told Respondent that there was a hearing in her small claims action on July 13, 2017.

109. On July 11, 2017, Ms. Adeyemi delivered a \$1,400 check payable to Respondent, for a total fee of \$1,500.

110. On July 12, 2017, without having earned the fee and without requesting or obtaining Ms. Adeyemi's consent to treat the funds as her own, Respondent deposited \$100 in cash and Ms. Adeyemi's \$1,400 check in her personal account at Navy Federal Credit Union, account no. 2595. Respondent shared the Navy FCU account with David Saunders.

111. When she deposited Ms. Adeyemi's funds in the Navy FCU account, the balance was \$341.30. Respondent and David Saunders used the funds in the account to pay their personal expenses and on July 24, 2017, the balance had dropped below \$300.

112. On July 13, 2017, Respondent filed a praecipe entering her appearance as counsel for Ms. Adeyemi in her small claims action, *Adeyemi v. Lotus Square Apartment*, 2017-SC-03157. Respondent noted on the praecipe entering her appearance: "Temporary appearance pending verification of retainer fee." Respondent already had negotiated Ms. Adeyemi's check when she signed, dated, and filed the praecipe.

113. At the hearing on July 13, 2017, Respondent requested and was granted a continuance of the hearing, in 2017-SC-03157. The court scheduled a hearing or trial for November 30, 2017.

114. Respondent did not enter her appearance in the other action that Ms. Adeyemi filed, *Adeyemi v. Lotus Square Apartment*, 2017-SC3-03222. At the initial status hearing on July 20, 2017, the court dismissed the action without prejudice because plaintiff had failed to appear.

115. On November 21, 2017, Respondent filed a motion to withdraw as counsel for Ms.

Adeyemi in *Adeyemi v. Lotus Square Apartment*, 2017-SC-03157.

116. The court granted Respondent's motion to withdraw on November 30, 2017.

117. In January 2018, Ms. Adeyemi submitted a complaint against Respondent to Disciplinary Counsel, which was docketed for an investigation. DDN 2018-D036.

118. On February 8, 2018, Disciplinary Counsel sent Respondent a letter enclosing a copy of Ms. Adeyemi's complaint and asking Respondent to respond to the allegations in the complaint by February 19, 2018.

119. Respondent did not respond by February 19, 2018, or seek additional time to do so.

120. On April 9, 2018, Disciplinary Counsel sent Respondent another letter, enclosing its previous letter and Ms. Adeyemi's complaint, and requesting a response by April 17, 2018.

121. Respondent did not respond by April 17, 2018, or seek additional time to do so.

122. On May 15, 2018, Disciplinary Counsel sent Respondent an email enclosing its April 9, 2018 letter with enclosures and asking Respondent to respond to the complaint by May 22, 2018.

123. On May 17, 2018, Respondent responded by email stating she would respond by "the new deadline." Respondent did not, however, submit a response by May 22, 2018 or seek additional time to do so.

124. On July 16, 2018, Disciplinary Counsel filed a motion with the Board requesting that it order Respondent to respond to the allegations in the complaint.

125. Respondent did not respond to the motion.

126. On August 2, 2018, the Board granted Disciplinary Counsel's motion and ordered Respondent to provide a written response within 10 days.

127. Respondent failed to provide a written response until December 17, 2018 – four

months after the due date in the Board's order.

128. Respondent's conduct alleged in Count III violated the following Rules:

a. Rule 1.15(a), in that Respondent failed to keep and preserve complete records of entrusted funds;

b. Rule 1.15(a) and (e), in that Respondent failed to safekeep and hold advances of unearned fees that were in her possession in connection with a representation separate from her own funds and thereby engaged in commingling;

c. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information;

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

e. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with the Board order.

**COUNT IV**  
***Tovar/Anglin, 2018-D037***

129. On November 9, 2017, Yashieka Anglin, the CEO and President of Soul Source, Inc., met with Respondent at Respondent's home office in Maryland. Ms. Anglin sought legal assistance in having a creditor's Uniform Commercial Code lien released from the assets of Soul Source.

130. On November 9, 2017, Respondent provided Ms. Anglin a retainer agreement saying she would charge \$350/hour and requesting an advance of \$3,850. Respondent described the services she would provide as "representing [Ms. Anglin] and [her] business entity, Soul Source, Inc., dba Anglin Consulting Group, in the legal matter involving Accion East, the loan agency which operates out of New York, and the UCC lien it has on [her] business." On the second



page of her retainer agreement, Respondent said: “An initial retainer fee of \$3,850 has been assessed. Attorney will also receive thirty-three percent (33%) of the gross recovery whenever recovery is obtained after filing a lawsuit on Client’s behalf.”

131. Ms. Anglin signed Respondent’s retainer agreement on November 9, 2017, and transferred \$3,850 to Respondent’s account. Respondent did not tell Ms. Anglin that the account to which she was transferring the \$3,850 was Respondent’s personal account at the Navy FCU (the same account described in paragraph 110 above).

132. On November 9, 2017, Ms. Anglin transferred her \$3,850 in Respondent’s Navy FCU account, although Respondent had not earned the fees at the time of the transfer. Before the transfer, the Navy FCU account had a balance of less than \$50. Within four days, Respondent and David Saunders had spent all of Ms. Anglin’s funds. On November 13, 2017, the account was overdrawn.

133. Ms. Anglin never authorized Respondent to take the advance fee of \$3,850 and Respondent did not provide any services to earn it.

134. A few hours after their meeting on November 9, 2017, Ms. Anglin emailed Respondent and asked her not to file for an injunction because she already was involved in two court proceedings (a bankruptcy and a case against the Office of Veterans Affairs), and she did not want to initiate another one. Ms. Anglin asked Respondent to instead send a demand letter to Accion.

135. Respondent responded by email on November 14, 2017. Respondent did not address Ms. Anglin’s request to send a demand letter but instead asked Ms. Anglin to provide her information about her matter before the VA.

136. Ms. Anglin told Respondent she already had representation in the VA matter and reiterated her request that Respondent send a demand letter to Accion.

137. Two days later, on November 16, 2017, Respondent told Ms. Anglin that she would prepare a demand letter. Ms. Anglin requested to see a copy of the demand letter before it was sent.

138. Respondent never provided Ms. Anglin a draft of a demand letter and never sent a demand letter, even after Ms. Anglin sent her follow-up emails.

139. Respondent stopped communicating with Ms. Anglin.

140. On December 5, 2017, Ms. Anglin contacted Accion herself and provided the lender additional information and documentation to resolve her matter. By the end of day, Ms. Anglin had negotiated a resolution with Accion without any input or assistance from Respondent.

141. After her initial call to Accion on December 5, 2017, Ms. Anglin sent Respondent an email on December 5, 2017, telling her that she had spoken to Accion and asked Respondent to “stand down” and not to draft the demand letter or take any other legal action. Ms. Anglin also requested that Respondent provide her a record of the time she spent and what she had done.

142. Respondent did not respond to Ms. Anglin’s December 5, 2017 email or Ms. Anglin’s subsequent emails and text messages.

143. On December 15, 2017, Ms. Anglin contacted the person who had referred her to Respondent requesting his assistance in obtaining a refund of the fees she had paid Respondent.

144. On December 18, 2017, Respondent sent Ms. Anglin an email saying she wanted to call her later that day to discuss her legal matter and asking about her availability. Ms. Anglin responded that she had a conflict at the time Respondent suggested.

145. On December 19, 2017, Ms. Anglin emailed Respondent confirming that she no longer needed Respondent's legal assistance and requesting a refund of the balance of the fee and a statement of the time and services Respondent had provided. Ms. Anglin sent Respondent a letter making the same request the same day.

146. Respondent did not respond to Ms. Anglin's email or letter.

147. Ms. Anglin sent Respondent additional emails and reached out again to the person who referred her to Respondent, telling him that she planned to file a complaint against Respondent. He told Ms. Anglin that Respondent had not returned his calls or responded to his emails.

148. On January 9, 2018, Ms. Anglin sent Respondent another email repeating her request for a refund and a statement from Respondent about the time she spent on her matter and what she had done. Ms. Anglin told Respondent that she planned to file a complaint against her.

149. On January 12, 2018, Respondent sent an email to Ms. Anglin attaching a letter that Respondent dated January 10, 2018. In her letter to Ms. Anglin, Respondent misrepresented her communications with Ms. Anglin on November 9, 2017 and falsely represented the services that she had performed. Even though Accion had not obtained a judgment against Ms. Anglin or Soul Source, Respondent falsely claimed she made phone calls to retrieve case docket information for Accion's judgment and contacted the D.C. Recorder of Deeds and searched court records for Accion's judgment. Respondent also falsely claimed that she had drafted a complaint and motion for preliminary injunction against Accion. Respondent falsely accused Ms. Anglin of seeking to defraud her creditors and Respondent.

150. Respondent later produced to Disciplinary Counsel another document, which Respondent apparently created on or around January 12, 2018, captioned "Case Notes and Time



Log.” In this document, Respondent falsely represented the time that she spent on Ms. Anglin’s matter and included time charges for services that Respondent did not provide, including those described in the paragraph immediately above.

151. The documents comprising the file that Respondent later produced to Disciplinary Counsel did not contain any notes, draft pleadings, draft letters, or any other work-product by Respondent relating to Ms. Anglin or to Soul Source.

152. In late January 2018, after the representation had ended, Ms. Anglin filed a complaint against Respondent with Disciplinary Counsel, which Disciplinary Counsel docketed for investigation. DDN 2018-D037.

153. On February 8, 2018, Disciplinary Counsel sent Respondent a letter enclosing a copy of Ms. Anglin’s complaint and asking Respondent to respond to the allegations in the complaint by February 19, 2018.

154. Respondent did not respond by February 19, 2018 or seek additional time to do so.

155. On April 9, 2018, Disciplinary Counsel sent Respondent another letter enclosing its previous letter and Ms. Anglin’s complaint and requesting a response by April 17, 2018.

156. Respondent did not respond by April 17, 2018, or seek additional time to do so.

157. On May 15, 2018, Disciplinary Counsel emailed Respondent attaching its April 9, 2018 letter and enclosures and asking Respondent to respond to the complaint by May 22, 2018.

158. On May 17, 2018, Respondent responded by email stating she would respond by “the new deadline.” Respondent did not, however, submit a response by May 22, 2018, nor did she seek additional time to do so.

159. On July 16, 2018, Disciplinary Counsel filed a motion with the Board requesting that it order Respondent to respond.

160. Respondent did not respond to the motion.

161. On August 2, 2018, the Board granted Disciplinary Counsel's motion and ordered Respondent to provide a written response within 10 days.

162. Respondent failed to respond within 10 days or anytime thereafter.

163. Disciplinary Counsel also sent Respondent a subpoena *duces tecum* on July 13, 2018, directing her to produce the client file and financial records reflecting her handling of Ms. Anglin's funds.

164. Respondent produced documents by email on August 8, 2018 but failed to provide any financial records.

165. Disciplinary Counsel sent another letter to Respondent on October 25, 2018, reminding her of her obligation to provide her financial records as well as all other documents responsive to Disciplinary Counsel's subpoena.

166. Respondent failed to respond and, to date, has not produced any additional documents, including her financial records.

167. Respondent's conduct alleged in Count IV violated the following Rules:

a. Rules 1.3(a) and (c), in that Respondent failed to act diligently and with reasonable promptness in representing her client;

b. Rules 1.3(b)(1), in that Respondent intentionally failed to seek the lawful objectives of her client;

c. Rule 1.4(a) and (b), in that Respondent failed to keep her client reasonably informed about the status of her matter, promptly comply with reasonable requests for information, or explain matters to the extent reasonably necessary to permit the client to make informed decisions regarding the representations;

- d. Rule 1.5(a), in that Respondent charged an unreasonable fee;
- e. Rule 1.15(a), in that Respondent failed to keep and preserve complete records of entrusted funds;
- f. Rules 1.15(a) and (e), in that Respondent failed to safekeep and hold advances of unearned fees that were in her possession in connection with a representation separate from her own funds and thereby engaged in commingling and intentional or reckless misappropriation of client funds;
- g. Rule 1.15(c), in the Respondent failed to render a full accounting of the funds she received;
- h. Rule 1.16(d), in that in connection with the termination of the representation, Respondent did not take timely steps to the extent reasonably practicable to protect her client, including surrendering her papers and refunding the advance payments of fees she had not earned;
- i. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information;
- j. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, deceit and misrepresentation;
- k. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and
- l. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with the Board order.

**COUNT V**  
***Tovar/Foreman, 2018-D233***

168. In November 2016, Claudie Mae Foreman suffered injuries while she was a patient at MedStar Southern Maryland Hospital Center. Earlean Foreman, Claudie Mae's mother, was



told she should hire a lawyer to represent her in connection with her daughter's injuries.

169. In late November 2016, a member of Earlean Foreman's church and David Saunders called Ms. Foreman and left a message that David Saunders could help her. When Ms. Foreman returned David Saunders' call the following day, he urged her to meet with him and Respondent that afternoon to discuss representation.

170. Ms. Foreman met with David Saunders and Respondent at Respondent's apartment building in Maryland the afternoon of November 30, 2016.

171. David Saunders and Respondent represented to Ms. Foreman that David Saunders was a lawyer and Respondent's law partner. David Saunders gave Ms. Foreman a business card with Respondent's law firm name that identified him as "Business Partner."

172. Respondent did not tell Ms. Foreman that she (Respondent) was not licensed to practice law in Maryland – the jurisdiction where Claudie Mae had been injured and where the Foremans lived.

173. At their meeting on November 30, 2016, Respondent told Ms. Foreman she would charge a discounted fee of \$1,000 to represent her for recovering for her daughter's injuries. Respondent provided Ms. Foreman a retainer agreement stating that Respondent would "assess[] the financial and legal obligations, as well as obtain[] legal protective options that [Ms. Foreman] ha[s] now, and will have in the future, that arise out of the healthcare expenses of [her] daughter . . . ."

174. Ms. Foreman signed Respondent's retainer agreement on November 30, 2016, and gave Respondent a check for \$1,000.

175. On November 30, 2016, without Ms. Foreman's consent and without having earned the fee, Respondent deposited Ms. Foreman's \$1,000 check into the Navy FCU account she shared

with David Saunders (the same account described in paragraph 110 above). When Respondent deposited Ms. Foreman's funds in the account, the account was overdrawn by \$204.14. Contemporaneously with the deposit, Respondent withdrew \$100 in cash resulting in an account balance of \$695.86 after the deposit. By December 5, 2016, the balance in the account was less than \$10 – an amount less than what Respondent was required to hold in trust for her client.

176. Respondent never requested and Ms. Foreman never agreed to Respondent's taking the advance fee of \$1,000, and Respondent did not provide any services to earn it.

177. Over the next month and a half, Respondent told Earlean Foreman and her daughter Deidra Foreman, who served as the guardian of Claudie Mae, that she needed additional funds to pursue their claims.

178. On December 6, 2016, a week after their first meeting, Respondent asked Ms. Foreman to meet with her again and to bring her daughter Deidra Foreman. David Saunders was also present at the meeting, which was at Respondent's apartment building in Maryland.

179. Respondent provided Ms. Foreman and her daughter Deidra another retainer agreement, stating that she would "create[e] the Power Of Attorney Document and Health Care Proxy Document for Claudie Mae Foreman over whom [Deidra Foreman] ha[s] legal guardianship." Respondent said her fee would be \$500 for each document, for a total fee of \$1,000. Deidra Foreman signed the retainer agreement on December 6, 2016, and Ms. Foreman wrote Respondent another check for \$1,000, with the notation "Health Care Proxy & POA."

180. On December 8, 2016, without Ms. Foreman's consent and without having earned the fee, Respondent deposited Ms. Foreman's \$1,000 check into her personal account at the Navy FCU. When she made the deposit, the account balance was less than \$10. By December 13, 2016,

the balance in the account had fallen to \$327.17, and by December 19, 2016, it had dropped below \$15 – amounts less than what Respondent was required to hold in trust for her client..

181. Ms. Foreman and Deidra Foreman never consented to Respondent's taking the advance fee of \$1,000, and Respondent did not provide any services to earn it, including preparing the healthcare proxy or a POA.

182. On December 21, 2016, Respondent met again with Ms. Foreman and her daughter Deidra at Respondent's apartment building in Maryland. Respondent advised the Foremans that they needed to create a trust for Claudie Mae. Respondent provided the Foremans a third retainer agreement stating that for a "reduced" fee of \$1,500, Respondent would "create[e] a Trust to protect the specified assets of the home, vehicle and retirement benefits of [her] mentally disabled daughter, Claudie Mae Foreman." Earlean and Deidra Foreman both signed Respondent's retainer agreement on December 21, 2016, and Earlean Foreman gave Respondent a check for \$1,500.

183. On December 21, 2016, without Ms. Foreman's consent and without having earned the fee, Respondent deposited Ms. Foreman's \$1,500 check into her personal account at the Navy FCU. When she made the deposit, the balance in the account was less than \$15. On December 27, 2016, the account was overdrawn by more than \$240.

184. Respondent did not request and the Foremans did not consent to Respondent's taking the advance fee of \$1,500, and Respondent did not provide any services to earn it, including preparing a trust document.

185. On December 23, 2016, Respondent met again with the Foremans at Respondent's apartment building in Maryland. During this meeting, Respondent give them another retainer agreement. This agreement provided that in exchange for a one-third contingency fee, Respondent would file a lawsuit on behalf of Claudie Mae Foreman "against MedStar Southern Maryland



Hospital (and others) who were responsible for Claudie Mae Foreman's care between the dates of November 1, 2016 and December 12, 2016 during which time she sustained serious injuries to her right arm and shoulder."

186. Both Ms. Foreman and Deidra Foreman signed the agreement on December 23, 2016.

187. Respondent never filed a lawsuit against MedStar Southern Maryland Hospital or anyone else, and Respondent did nothing else to pursue the medical malpractice claim.

188. The Foremans provided Respondent and David Saunders the medical records and other documents they had gathered relating to Claudie Mae's hospitalization and subsequent care. Respondent promised to make copies of the documents and return them to the Foremans. Respondent returned only some of the medical records. Respondent failed to deliver the remaining documents.

189. During their meetings in December 2016, Ms. Foreman told Respondent about other matters in which she believed she might have possible claims.

190. Respondent told Ms. Foreman that she could provide legal assistance in these matters and told Ms. Foreman to bring her documents relating to these matters.

191. On January 14, 2017, the Foremans met again with Respondent and David Saunders at Respondent's apartment building in Maryland. Ms. Foreman provided Respondent and David Saunders documents related to her ex-husband's pension, her mortgage, and a roof that was still under warranty but leaking. At Respondent's direction, David Saunders made a list of the matters for which Ms. Foreman had provided documents to Respondent.

192. At the January 14, 2017 meeting, Ms. Foreman paid Respondent \$1,000 in cash. According to the receipt that Respondent provided Ms. Foreman, the \$1,000 was a "partial

payment of legal services to be rendered on her behalf for legal matters pertaining to possible unpaid pension benefits from her former employer as well as unpaid spousal benefits due to her from her ex-husband's former employers."

193. On January 19, 2017, Ms. Foreman gave Respondent a check for \$500.

194. On January 20, 2017, without Ms. Foreman's consent and without having earned the fee, Respondent deposited Ms. Foreman's \$500 check in her Navy FCU account. Respondent did not, however, deposit any of the \$1,000 cash payment in the account.

195. When Respondent deposited the \$500 check, the account had a balance of \$0. By January 23, 2017, the balance was less than \$300, and by February 1, 2017, the balance in the account was 43 cents – amounts less than what Respondent was required to hold in trust for her client.

196. Respondent did not request and Ms. Foreman did not consent to Respondent's taking the advance fee of \$1,500, and Respondent did not provide any services to earn it.

197. Sometime in early 2017, Ms. Foreman also made an additional \$500 cash payment to David Saunders when he came to Ms. Foreman's house, ostensibly to collect additional documents. David Saunders provided Ms. Foreman a receipt for the \$500 cash payment.

198. Respondent never took any action on behalf of the Foremans, and she stopped communicating with them after Ms. Foreman had paid advance fees totaling \$5,500.

199. Ms. Foreman called Respondent in and after February 2017, but Respondent did not return her calls or respond to her inquiries. Ms. Foreman asked a court clerk to call Respondent with his phone so that Respondent would not know that Ms. Foreman was the person trying to reach her. Respondent answered her phone, but when she learned that the call was made on behalf of Ms. Foreman, she hung up.

200. The last communication that Ms. Foreman had with Respondent was in or around June 2017. Respondent told Ms. Foreman then that she had been very busy, but would copy and return Ms. Foreman's documents. Respondent never did so.

201. Deidra Foreman began calling and sending text messages to Respondent when Respondent would not communicate with Ms. Foreman. Respondent also did not return or respond to Deidra Foreman's calls and text messages.

202. On September 26, 2017, Ms. Foreman sent Respondent a letter saying she was discharging her because she had failed to pursue her legal matters. Ms. Foreman asked Respondent to refund the fees she was paid, with interest.

203. Respondent did not respond to the letter or refund any of the advances of fees she received.

204. On September 28, 2017, Ms. Foreman filed a complaint against Respondent with the Attorney Grievance Commission of Maryland.

205. By letter dated November 9, 2017, the Maryland Grievance Commission notified Ms. Foreman that neither Respondent nor David Saunders was admitted to practice law in Maryland and referred Ms. Foreman to the D.C. Office of Disciplinary Counsel.

206. By March 2018, Ms. Foreman and her family had retained Jonathan Haskell, a Maryland lawyer, to represent them.

207. In March 2018, Mr. Haskell called and wrote Respondent asking her to return the Foremans' documents and files and refund the fees she received. Respondent refused to take or return Mr. Haskell's calls and did not respond to his letters. Respondent also failed to turn over the client files and did not refund any of the advance fees she received.



208. In July 2018, Ms. Foreman filed a complaint against Respondent with Disciplinary Counsel.

209. Disciplinary Counsel sent Respondent a letter on July 25, 2018, enclosing a copy of Ms. Foreman's complaint and requesting Respondent to respond by August 6, 2018.

210. Respondent failed to respond by the due date and did not seek additional time to do so.

211. Disciplinary Counsel sent follow-up letters and emails to Respondent on August 10, August 22, and August 23, 2018, requesting a response to the allegations in the complaint. Respondent failed to respond.

212. On October 15, 2018, Disciplinary Counsel filed a motion with the Board seeking an order compelling Respondent to submit a response. Respondent did not respond to the motion.

213. On November 2, 2018, the Board granted Disciplinary Counsel's motion and ordered Respondent to submit a written response within 10 business days.

214. Respondent did not submit a response.

215. Disciplinary Counsel had enclosed with its August 23, 2018 letter to Respondent, a subpoena *duces tecum* directing Respondent to provide a copy of her client files, financial records, and other documents relating to her representation of Ms. Foreman.

216. Respondent did not respond to the subpoena or produce any documents to Disciplinary Counsel.

217. On October 25, 2018, Disciplinary Counsel filed a motion with the Court to enforce its subpoena *duces tecum*.

218. Respondent did not respond to the motion.

219. On November 16, 2018, the Court granted Disciplinary Counsel's motion and ordered Respondent to comply with the subpoena within 10 days.

220. As of the date these Specification of Charges were signed, Respondent had not complied with the Court's order.

221. Respondent's conduct alleged in Count V violated the following Rules:

a. Rules 1.3(a) and (c), in that Respondent failed to act diligently and with reasonable promptness in representing her clients;

b. Rules 1.3(b)(1) and (2), in that Respondent intentionally failed to seek the lawful objectives of her clients, and intentionally prejudiced or damaged her clients during the course of the professional relationship;

c. Rules 1.4(a) and (b), in that Respondent failed to keep her clients reasonably informed about the status of their matter, promptly comply with reasonable requests for information, or explain matters to the extent reasonably necessary to permit the clients to make informed decisions regarding the representations;


d. Rule 1.5(a), in that Respondent charged unreasonable fees;

e. Rule 1.15(a), in that Respondent failed to keep and preserve complete records of entrusted funds;

f. Rule 1.15(a) and (e), in that Respondent failed to safekeep and hold advances of unearned fees that were in her possession in connection with a representation separate from her own funds and thereby engaged in commingling and intentional or reckless misappropriation of client funds;

- g. Rule 1.16(d), in that in connection with the termination of the representation, Respondent did not take timely steps to the extent reasonably practicable to protect her clients, including surrendering their papers and refunding the advance payments of fees she had not earned;
- h. Rule 5.5(a), in that Respondent practiced law in a jurisdiction where doing so violated the regulation of the legal profession in that jurisdiction;
- i. Rule 8.1(b), in that Respondent knowingly failed to respond reasonably to a lawful demand for information;
- j. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, deceit and misrepresentation;
- k. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice; and
- l. D.C. Bar Rule XI, § 2(b)(3), in that Respondent failed to comply with Board and Court orders.

Respectfully submitted,



Hamilton P. Fox, III  
Disciplinary Counsel



Julia Porter  
Deputy Disciplinary Counsel

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(202) 638-1501



**VERIFICATION**

I do affirm that I verily believe the facts stated in the Specification of Charges to be true.



Julia L. Porter  
Deputy Disciplinary Counsel

Subscribed and affirmed before me in the District of Columbia this 19<sup>th</sup> day of December 2018.



My Commission Expires



Notary Public

