

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

In the Matter of

Glen H. Ackerman, Esquire

Respondent

Bar Registration No. 474793

Date of Admission: November 2, 2001

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: Disciplinary Docket No. 2019-D224

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 Rules X and XI, § 2(b).

Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar Rule XI. Respondent is subject to this disciplinary jurisdiction because:

1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted by motion on November 2, 2001, and assigned Bar number 474793.

2. Respondent represented TK Holdings and MarBak Development (Complainants) in a dispute against DYNC Atlantic Property and Investment, LLC (DYNC). Complainants paid Respondent a \$3,000 retainer. The matter was settled in 2017, with DYNC agreeing to pay \$100,000 to Complainants.

3. DYNC issued a \$100,000 check to Complainants made payable to Ackerman Brown, PLLC.

4. On September 5, 2017, Respondent deposited the check into his IOLTA Account at Eagle Bank ending in #5062. The ending balance in Respondent's #5062 IOLTA on September 5, 2017 was \$100,189.64.

5. At this time, Complainants had received bills totaling \$22,249 from Respondent for the DYNC matter.

6. On September 6, 2017, Respondent transferred \$36,554.88 to his Operating Account at Eagle Bank ending in #6606. The ending balance in Respondent's #5062 IOLTA on September 5, 2017 was \$63,634.76.

7. On September 11, 2017, Respondent notified Complainants by email that he had received the settlement funds but that the amount Complainants owed him (including bills for other matters) exceeded the \$100,000 settlement amount.

8. Respondent advised that an additional \$17,305.88 in fees had been incurred between the most recent bill and the receipt of the settlement funds. Respondent provided no explanation for the new charges, only a total figure that was not itemized.

9. Complainants disputed owing the additional \$17,305.88.

10. On September 12, 2017, Complainants asked Respondent to release the remaining amount that was not disputed \$60,445.12 (\$100,000 - \$22,249 -

\$17,305.88). Complainants also asked that the \$17,305.88 disputed portion of the settlement be held in Respondent's trust account until the dispute was resolved. At the time Complainants made this request Respondent's trust account balance was \$66,209.76.

11. Respondent did not release any money to Complainants.

12. On September 28, 2017, Respondent transferred \$23,600 from his #5062 IOLTA to his #6606 Operating Account. The ending balance in Respondent's #5062 IOLTA on September 28, 2017 was \$42,609.76. Complainants had not authorized Respondent to take any more than the \$22,249 from the \$100,000 settlement.

13. On September 29, 2017, Complainants filed a fee dispute claim with the Attorney Client Arbitration Board. David Christopher Haresign, Esquire, represented Complainants in the fee dispute matter.

14. On October 3, 2017, Respondent transferred \$20,000 from his #5062 IOLTA to his #6606 Operating Account. The ending balance in Respondent's #5062 IOLTA on October 3, 2017 was \$22,609.76. Complainants had not authorized Respondent to take any more than \$22,249 from the \$100,000 settlement.

15. On October 12, 2017, Respondent transferred \$20,000 from his #5062 IOLTA to his #6606 Operating Account. The ending balance in Respondent's #5062 IOLTA on October 3, 2017 was \$2,609.76. Complainants had not authorized Respondent to take any more than \$22,249 from the \$100,000 settlement.

16. In response to the fee dispute claim, Respondent filed an Answer, Counterclaim, and Third-Party Complaint seeking additional attorney's fees.

17. An arbitration hearing was scheduled for July 25, 2018 but was postponed due to Respondent's filing of an emergency motion to continue.

18. The arbitration hearing was held on October 10, 2018. Respondent testified falsely that the disputed settlement funds were still being held in his trust account pending resolution of the arbitration proceeding.

19. On November 9, 2018, ACAB delivered its Decision and Award to the parties via e-mail. ACAB determined that Ackerman Brown, PLLC was entitled to \$33,900 and Complainants were entitled to the remaining \$66,100. ACAB directed Respondent "to release from settlement funds held in trust \$26,700 to MarBak Development and \$39,400 to TK Holdings within seven days."

20. Respondent did not file a motion to vacate or modify the award, or any other motion challenging the award.

21. Over the next six months, Respondent did not send any money to Complainants.

22. On May 10, 2019, Complainants filed a Motion to Confirm Arbitration Award in the District of Columbia Superior Court.

23. On June 3, 2019, Respondent sent Mr. Haresign an email stating that he had been served with the Motion to Confirm Arbitration Award. Respondent stated

that he had dissolved Ackerman Brown PLLC in May 2019.

24. Respondent did not file a response to the Motion to Confirm Arbitration Award.

25. On July 8, 2019, the Superior Court granted the motion and entered judgment against Ackerman Brown PLLC consistent with the Decision and Award of ACAB.

26. On June 19, 2019, Respondent filed a Form DLC-8 Statement of Dissolution for Domestic Limited Liability Company with the District of Columbia Department of Consumer and Regulatory Affairs (DCRA), thereby dissolving Ackerman Brown PLLC.

27. On July 10, 2019, Respondent filed a Form DLC-1 Articles of Organization for Domestic Limited Liability Company with DCRA, thereby creating Ackerman PLLC.


28. Pursuant to DC Code §29-807.2 Respondent was required to discharge Ackerman Brown PLLC's debts, obligations and other liabilities, settle and close the company's activities and affairs, and marshal and distribute the assets of the company.

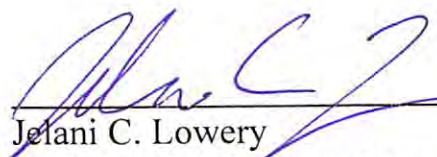
29. As of date of the filing of this Specification of Charges, Respondent has not paid any of the \$26,700 owed to MarBak Development or the \$39,400 owed to TK Holdings. Complainants have received no money from the \$100,000 settlement Respondent received on their behalf from DYNC.

30. Respondent's conduct violated the following District of Columbia Rules of Professional Conduct:

- a. Rule 1.15(a), in that Respondent intentionally or at least recklessly misappropriated entrusted funds;
- b. Rule 1.15(d); in that Respondent failed to keep disputed funds in a trust account until the dispute was resolved;
- c. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, deceit, or misrepresentation.

Respectfully submitted,

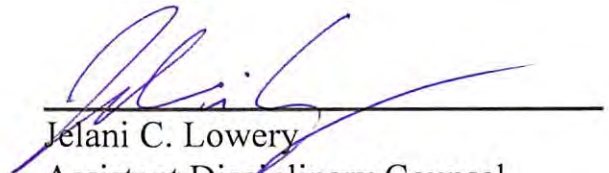

Hamilton P. Fox, III
Disciplinary Counsel


Jelani C. Lowery
Assistant Disciplinary Counsel

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VERIFICATION

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


Jelani C. Lowery
Assistant Disciplinary Counsel

Subscribed and affirmed before me in the District of Columbia this 7th day of February 2020.


Notary Public

