

DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY

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Board on Professional Responsibility

In the Matter of

GARRETT L. LEE, ESQUIRE

Respondent

A Member of the Bar of the
District of Columbia

Bar Number: 453408

Date of Admission: January 6, 1997

Bar Docket No. 2005-D373

E-product
Perot Systems
Ant. Service

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 January 6, 1997, and assigned Bar Number 453408. Respondent is also a member of the Maryland Bar.

The conduct and the standards that Respondent violated are:

2. Between approximately March 1996 and February 2001, Respondent was employed as an associate attorney with the law firm of Feldesman Tucker Liefer Fidell, LLP (hereinafter "Feldesman Tucker").

3. Respondent left Feldesman Tucker in approximately February 2001, to become a partner in another law firm, Bouquet, McKinney & Lee, LLP ("BML"), with offices in Bethesda, Maryland.

4. Respondent left BML in approximately January 2003, and returned to work for Feldesman Tucker in March 2003, as a non-equity partner. Respondent continued to work for Feldesman Tucker until early November 2004, when he took a leave of absence and was then asked to leave the firm.

Respondent's Representation of Xavier A. Jordan in Divorce Proceedings

5. In or around December 1999, Xavier A. Jordan retained Feldesman Tucker to represent him in the divorce from his then-wife Marina Zoob and related matters. Feldesman Tucker assigned the matter to Respondent. Respondent represented Mr. Jordan from December 1999 through early November 2004, including the time while he was a partner at BML.

6. On November 9, 2000, Marina Zoob filed an action for divorce against Mr. Jordan with the District of Columbia Superior Court. *Zoob v. Jordan*, Case No. DR 3321-00.

7. On June 4, 2001, the Superior Court entered findings of fact, conclusions of law and judgment of absolute divorce in *Zoob v. Jordan*. In addition to granting the parties a divorce, the court resolved issues relating to custody, visitation, child support, attorney's fees, and the distribution of property.

8. The court ordered that Ms. Zoob and Mr. Jordan would have joint legal custody of their daughter, but that Ms. Zoob would have full physical custody. Mr. Jordan was ordered to pay child support in the amount set forth in an earlier agreement that the parties had reached while living in Great Britain.

9. With respect to the property distribution, the court ruled that two cooperative apartments in The Mendota Cooperative Apartments, Inc. belonged solely to Mr. Jordan. The court found that Mr. Jordan and Ms. Zoob had agreed to jointly purchase the apartments, but that Mr. Jordan, who had provided the funds to purchase the apartments, had failed to put Ms. Zoob's name on the deed or title for either apartment. Based on its finding that the apartments belonged solely to Mr. Jordan, the court ruled that Ms. Zoob must vacate the apartment in which she was living, pay rent, or purchase the unit from Mr. Jordan. The court ordered Mr. Jordan to pay Ms. Zoob (i) \$12,446.66 as reimbursement for her capital contributions for renovating one of the apartments; and (ii) \$62,500 as reimbursement for a payment that she made on his behalf to a former employee.

10. On June 22, 2001, Ms. Zoob filed a motion to alter or amend some of the court's findings and conclusions, including those relating to the distribution of property. Ms. Zoob argued that Mr. Jordan had transferred or given her a half interest in the apartments as reflected in the Mendota condominium documents. Respondent filed a response on behalf of Mr. Jordan.

11. In an order entered on September 21, 2001, the court amended some aspects of its decision, but confirmed its finding that Ms. Zoob was not a joint owner of the two apartments. The court increased the amount that Mr. Jordan was required to reimburse Ms. Zoob for renovating the apartments to \$19,167.60.

12. In a separate order entered on September 21, 2001, the court ordered Mr. Jordan to pay Ms. Zoob an additional \$17,295.92 --- \$16,584 for her attorney's fees, and \$711.92 in costs.

13. On or about October 12, 2001, Ms. Zoob filed a notice of appeal of the court's order with respect to the distribution of property. Because she was unable to post a bond, the court orders of June 4 and September 21, 2001, were not stayed.

**Respondent Failed to Provide Competent or Any Representation
To Jordan in Various Post-Divorce Collection Matters**

14. After Ms. Zoob filed her notice of appeal, Respondent advised Mr. Jordan that he was not required to pay the judgment against her until after the Court of Appeals decided the appeal.

15. In December 2001, Ms. Zoob served Writs of Attachment on Fidelity Investments, where Mr. Jordan had accounts, in the amounts of \$65,200 and \$17,295.92.

16. On January 9 and 25, 2002, Ms. Zoob filed with the court and served on Respondent, as counsel for Mr. Jordan, Applications for Judgment of Condemnation with respect to the two writs, together with proposed orders to be entered by the court.

17. Respondent did not advise Mr. Jordan of the Applications or the proposed orders, and did not file any opposition or response to the Applications with the court.

18. On March 18, 2002, the court granted the Applications and entered Judgments of Condemnation in the amounts of \$65,200 and \$17,295.92 against Mr. Jordan's accounts at Fidelity Investments. The court sent copies of the Judgments to Respondent, as counsel for Mr. Jordan. Respondent did not advise Mr. Jordan of the Judgments.

19. In response to the Judgments, Fidelity remitted approximately \$82,500 to Ms. Zoob. To cover the payment, Fidelity effected various transactions without giving Mr. Jordan notice that ultimately resulted in the liquidation of securities held in Mr. Jordan's brokerage account.

20. Mr. Jordan retained other counsel to file a claim against Fidelity. Following arbitration before the NASD, Mr. Jordan was awarded his out-of-pocket damages of \$82,495.92, but did not recover his consequential damages from the liquidation of his securities held in the brokerage account.

**Respondent's Failure to Act on Behalf of Jordan in
Child Support and Custody Proceedings**

21. Following the court's order of June 4, 2001, Ms. Zoob and Mr. Jordan continued to dispute issues relating to child support and custody, including the possible relocation of Ms. Zoob with their daughter outside of Washington, D.C.

22. As stated, the court had ruled that Ms. Zoob was required to either vacate the apartment in the Mendota or pay Mr. Jordan to occupy it. After June 2001, Mr. Jordan discussed with Respondent whether he could offset the amounts he owed in child support by the fair rental value of the apartment in which Ms. Zoob continued to reside through December 2001. Respondent advised Mr. Jordan that his proposed course of action was reasonable and permissible.

23. In or around December 2001, Mr. Jordan sought Respondent's assistance when he learned that Ms. Zoob and his daughter were going to move from Washington, D.C., to The Plains, Virginia. Respondent told Mr. Jordan that he would take the necessary actions before the court, including seeking sanctions, if she attempted to do so. However, Respondent never filed any pleadings with the court and did not otherwise pursue the matter when Mr. Jordan advised him that Ms. Zoob and his daughter had left the jurisdiction.

24. On or about July 19, 2002, Ms. Zoob filed a motion to hold Mr. Jordan in contempt for failure to pay child support. Ms. Zoob served the contempt papers on Respondent,

as counsel for Mr. Jordan. Respondent failed to advise Mr. Jordan of the motion or take any action on behalf of Mr. Jordan, such as filing a response or opposition.

25. In September 2002, Ms. Zoob caused the contempt motion to be served directly on Mr. Jordan. Mr. Jordan, who did not know that Respondent previously had been served with a contempt motion, contacted Respondent and requested his assistance. Respondent told Mr. Jordan that he would file a response.

26. On or about October 2, 2002, Ms. Zoob filed a supplemental motion to hold Mr. Jordan in contempt for failure to pay child support.

27. Respondent never filed a response or opposition to the contempt motion. Further, Respondent failed to discuss with Mr. Jordan the need to provide documentary evidence reflecting the payments that he had made to Ms. Zoob and/or others on behalf of his daughter prior to the hearing on the contempt motions, which was held in January 2003.

28. Prior to and during the hearing on the contempt motion on January 21, 2003, Respondent falsely represented to Mr. Jordan that he (Respondent) previously had sought the intervention of the court concerning Ms. Zoob's relocation and child support matters. In fact, he had not.

29. On or about February 20, 2003, Mr. Jordan provided Respondent his comments to Ms. Zoob's proposed order relating to the contempt motions. Respondent failed to submit any response to the court before it ruled on April 11, 2003.

30. On April 11, 2003, the court issued an order directing Mr. Jordan to pay attorney's fees of \$8,874.25 to Ms. Zoob, and to submit any objections he had to the \$17,092.12 in educational costs claimed by Ms. Zoob, and proof of payments that he made for which he