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APPENDIX A

DISTRICT OF COLUMBIA
COURT OF APPEALS

No. 23-CV-0670

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FILED
APR 30 2025
DISTRICT OF COLUMBIA
COURT OF APPEALS

SONDRA J. SCHNEIDER,
APPELLANT,

V.

SHAPIRO SHER GUINOT & SANDLER, P.A.,
APPELLEE.

Appeal from the Superior Court
of the District of Columbia
(2019-CA-006084-C)

(Hon. Alfred S. Irving, Jr., Trial Judge)

(Submitted October 17, 2024 Decided April 30, 2025)

Before BECKWITH and MCLEESE, *Associate Judges,* and RUIZ, *Senior Judge.*

MEMORANDUM OPINION AND JUDGMENT

PER CURIAM: Sondra Schneider was sued for breach of contract and overdue attorney's fees by Shapiro Sher Guinot & Sandler, P.A., the law firm that represented her in a variety of legal matters. After a bench trial, a magistrate judge found Ms. Schneider liable for the overdue balance of roughly $48,000 plus costs and pre- and post-judgment interest, and an associate judge affirmed the magistrate's ruling. Ms. Schneider appeals and argues, among other things, that the Superior Court lacked jurisdiction, that she was not personally liable for breach of contract, that the contract was conditioned on having work performed by only one particular attorney, and that the fees were unreasonable. Because the trial court had jurisdiction over this matter and did not err on the merits, we affirm.

I. Background

Ms. Schneider is the President of Security University LLC, a for-profit cybersecurity school. She initially enlisted the services of Peter Brown, an attorney at Shapiro Sher, for assistance in an insurance coverage dispute. To commemorate their agreement, Mr. Brown sent Ms. Schneider a retainer letter, which she signed. Ms. Schneider then sought representation in two more matters, one related to an accreditation dispute with a Virginia agency and another concerning Security University's grants from the U.S. Department of Labor. To reflect the addition of new legal matters, Mr. Brown sent Ms. Schneider a second retainer letter, which she again signed. Both

letters specified that Mr. Brown was the principal attorney for the case, that he might be assisted by other lawyers, and that he would bill monthly for his work. The letters also disclosed Mr. Brown's hourly rate and the range of hourly rates for other paralegals or associates who might assist. Ms. Schneider paid some but not all of the legal fees that Shapiro Sher charged her.

Shapiro Sher filed this lawsuit against both Ms. Schneider and Security University to collect the unpaid fees. At the bench trial before a magistrate judge, Mr. Brown testified for Shapiro Sher, and Ms. Schneider testified for the defendants. The court found Mr. Brown's testimony credible and characterized Ms. Schneider's testimony as "sometimes erratic, sometimes inconsistent, at times a bit cagey, sometimes hesitant, [and] often strategic," ultimately finding her to be "unconvincingly naïve" given her education, "business savvy," and past litigation experiences.

The magistrate judge rendered a verdict in favor of Shapiro Sher and held Ms. Schneider and Security University jointly and severally liable for the fees. First, the court ruled that Ms. Schneider was personally liable because although the contract was ambiguous on its face, extrinsic evidence showed that the parties intended for Ms. Schneider to be personally bound by the contract. Second, as for Ms. Schneider's argument that the contract was conditioned on Mr. Brown's exclusive performance, the court concluded that the contract was unambiguous in permitting other attorneys to assist Mr. Brown. Finally, finding

that Ms. Schneider agreed to the hourly rates and agreed to be billed monthly, the court determined the fees were reasonable and there was no indication of fraud, professional negligence, or a breach of a fiduciary duty by Mr. Brown.

Ms. Schneider filed a motion for judicial review, and the associate judge affirmed the magistrate judge's ruling. The associate judge differed from the magistrate judge only in finding that the contract was not ambiguous as to Ms. Schneider's liability on the contract. This appeal followed.

II. Analysis

In an appeal from a bench trial, we generally review the trial court's legal determinations de novo and factual findings for clear error. *Indep. Mgmt. Co. v. Anderson & Summers, LLC*, 874 A.2d 862, 867 (D.C. 2005). Ms. Schneider argues that the trial court's ruling was in error because (1) she received insufficient service of process, (2) the trial court lacked personal jurisdiction, (3) the trial court lacked subject matter jurisdiction, (4) the contract with Shapiro Sher was unenforceable because of its indefinite terms, (5) she was not party to and was not personally liable for breach of the contract, (6) the contract was conditioned upon performance by only Mr. Brown and no other attorneys, and (7) the fees that Shapiro Sher charged were unreasonable.

A. Preliminary Arguments

Ms. Schneider's first two jurisdictional

arguments have not been adequately preserved for appeal. *See Plus Props. Tr. v. Molinuevo Then*, 324 A.3d 896, 902-03 (D.C. 2024) (explaining that forfeiture is the "inadvertent" failure to preserve a defense, waiver is the "intentional relinquishment" of a defense, and in civil cases both typically result in non-reviewability on appeal (quoting *Massey v. Massey*, 210 A.3d 148, 151 n.4 (D.C. 2019))).[1] Insufficient service of process and lack of personal jurisdiction are defenses that a party must raise at the earliest opportunity, either in a motion to dismiss or the responsive pleading. Super. Ct. Civ. R. 12(h)(1). Ms. Schneider did not raise the service of process defense in the time required by Rule 12(h) and indeed explicitly waived the defense by stipulating to the validity of service of process in a hearing on default judgment. *Cf. Nat'l Equip. Rental, Ltd. v. Szukhent*, 375 U.S. 311, 315-16 (1964) ("[I]t is settled . . . that parties to a contract may agree in advance to submit to the jurisdiction of a given court . . . or even to waive

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[1] Shapiro Sher argued that Ms. Schneider's stipulation to service of process meant that "[s]he [could] not now contest service" but did not argue that Ms. Schneider had waived or forfeited her objection to personal jurisdiction. Although we have sometimes found in criminal cases that the government "waived the waiver" by failing to argue a preservation issue, *see, e.g.*, *Sims v. United States*, 213 A.3d 1260, 1267 n.11 (D.C. 2019), "in civil cases, we will 'bypass' an unpreserved claim or defense 'entirely' other than in exceptional situations and when necessary to prevent a clear miscarriage of justice," and we see no potential miscarriage of justice or other circumstances rendering this case exceptional. *Plus Props. Tr.*, 324 A.3d at 903 (internal brackets omitted) (quoting *Thompson v. United States*, 322 A.3d 509, 515 (D.C. 2024)).

notice altogether."). Similarly, a voluntary appearance at a hearing, without objection to jurisdiction, constitutes submission to the court's personal jurisdiction. *Am. Fed'n of Gov't Emps. Nat'l Off. v. D.C. Pub. Emp. Rels. Bd.*, 237 A.3d 81, 89 (D.C. 2020) ("[P]ersonal jurisdiction is waived only if a party submits itself to the court's authority before asserting that the court lacks personal jurisdiction."); *Ins. Corp. of Ireland v. Compagnie des Bauxites de Guinee*, 456 U.S. 694, 704-05 (1982) ("The actions of the defendant may amount to a legal submission to the jurisdiction of the court, whether voluntary or not."). Ms. Schneider thus forfeited her objections to personal jurisdiction when she appeared in court at the default judgment hearing without objecting to personal jurisdiction.[2]

Unlike personal jurisdiction, subject matter jurisdiction "can never be waived or forfeited," *Gonzalez v. Thaler*, 565 U.S. 134, 141 (2012), but contrary to Ms. Schneider's assertion,[3] it does not

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[2] Even if Ms. Schneider did not submit to the court's jurisdiction when she appeared for the hearing on default judgment, she certainly did when she proceeded to trial without having previously raised the personal jurisdiction defense. Ms. Schneider's answer denied that any legal services were rendered in the District and contained a request to "dismiss the complaint as time barred" but did not explicitly discuss the personal jurisdiction issue, so we consider the issue "at best raised too perfunctorily to merit review." *D.C. Metro. Police Dep't v. Fraternal Ord. of Police/Metro. Police Dep't Lab. Comm.*, 997 A.2d 65, 74 (D.C. 2010).

[3] On this point, Ms. Schneider reiterates her arguments related to personal jurisdiction, but subject matter jurisdiction is

present a bar to this case. The D.C. Superior Court "has general jurisdiction over common law claims for relief," including alleged breaches of contract. *Kids Holdings*, 311 A.3d at 913 (internal ellipsis omitted) (quoting *King v. Kidd*, 640 A.2d 656, 661 (D.C. 1993)). Here, Shapiro Sher asserted a breach of contract claim based on Ms. Schneider's nonpayment of legal bills, which is within the Superior Court's subject matter jurisdiction.

Ms. Schneider next argues that the contract is unenforceable because the parties did not agree to all the material terms—namely, (1) the scope of legal services, (2) the fee provision, (3) Ms. Schneider's personal liability for the fees, and (4) whether Mr. Brown would exclusively perform the legal work. The existence of an enforceable contract is a question of law that we review de novo. *Eastbanc, Inc. v. Georgetown Park Assocs. II, L.P.*, 940 A.2d 996, 1002 (D.C. 2008). To be enforceable, a contract must be "sufficiently definite as to its material terms," including "subject matter, price, payment terms, quantity, quality, and duration." *Id.* (quoting *Rosenthal v. Nat'l Produce Co.*, 573 A.2d 365, 370 (D.C. 1990)). The terms need not be exact, however, because "[t]he enforceability of the agreement comes from the definitive character of the *obligation* to perform, not a precise description of the ways in which the obligation

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a distinct issue, "concern[ing] the court's authority to adjudicate the type of controversy presented," rather than its authority to adjudicate the rights and liabilities of the parties involved. *Kids Holdings, Inc. v. Hinojosa*, 311 A.3d 910, 913 (D.C. 2024) (quoting *Davis & Assocs. v. Williams*, 892 A.2d 1144, 1148 (D.C. 2006)).

might be fulfilled." *Id.* at 1003.

Ms. Schneider cites several cases to support her argument that the contract is too indefinite to be enforced, but none is persuasive. In both *Stansel v. American Security Bank*, 547 A.2d 990, 993 (D.C. 1988), and *Edmund J. Flynn Co. v. LaVay*, 431 A.2d 543, 547 (D.C. 1981), the court held that no contract existed because the parties were involved only in preliminary discussions or negotiations and never presented evidence of a final agreement on certain material terms, including terms of payment or manner of performance. Yet the parties here had a finalized, written, signed agreement, not a preliminary draft.

Ms. Schneider also points to *Rosenthal* for its proposition that a contract with "little more" to it than "we will deliver produce [and] you will pay us" is unenforceable because the parties never expressly agreed on "price, quantity, quality, or duration" terms. *Rosenthal*, 573 A.2d at 370. The contract in this case, though, is a far cry from the arrangement in *Rosenthal*. Here, Shapiro Sher promised to provide legal counsel and representation in three legal matters, and Ms. Schneider promised to pay for Shapiro Sher's services. The second retainer explains that the scope of the services would include the insurance matter from the first letter, "assistance in an administrative appeal matter, and other business issues as they arise from time to time." The amount and method of billing is clearly described, with a list of seven factors for fee calculations, a description of how the factors were weighted, and other sections including "How Fees Will Be Set," "Out-of-Pocket Expenses,"

"Retainers and Engagement Fees," and "Billing Arrangements and Terms of Payment." The letters are also clear, as discussed *infra* II.C., that Mr. Brown would not personally perform all the work in the case. And although Ms. Schneider's liability is not explicitly addressed, this vagueness does not render the contract as a whole unenforceable. *See Rosenthal*, 573 A.2d at 370 ("The requirement of definiteness cannot be pushed to extreme limits. All agreements have some degree of indefiniteness and some degree of uncertainty." (citation omitted)). The retainers "were clear enough that each [party] could be reasonably certain how it was to perform" and therefore created an enforceable contract. *Eastbanc, Inc.*, 940 A.2d at 1002-03.

B. Ms. Schneider's Personal Liability

Having determined that this matter is properly before us and an enforceable contract exists, we turn to Ms. Schneider's arguments on the merits, which requires us to consider the parol evidence rule. Under that rule, "[i]f a document is facially unambiguous, its language should be relied upon as providing the best objective manifestation of the parties' intent," and extrinsic evidence that would "contradict, vary, add to, or subtract from" the contract's terms is inadmissible. *Affordable Elegance Travel, Inc. v. Worldspan, L.P.*, 774 A.2d 320, 327 (D.C. 2001) (first quoting *1010 Potomac Assocs. v. Grocery Mfrs. of Am., Inc.*, 485 A.2d 199, 205 (D.C. 1984); and then quoting *Fistere, Inc. v. Helz*, 226 A.2d 578, 580 (D.C. 1967)). If a contractual term is ambiguous, however, we may consider evidence beyond the face of the contract "to explain the

surrounding circumstances and the positions and actions of the parties at the time of contracting." *Aziken v. District of Columbia*, 70 A.3d 213, 219 (D.C. 2013) (quoting *Rivers & Bryan, Inc. v. HBE Corp.*, 628 A.2d 631, 635 (D.C.1993)). "An ambiguity exists when, to a reasonably prudent person, the language used in the contract is susceptible of more than one meaning." *Id.* (quoting *Nat'l Hous. P'ship v. Mun. Cap. Appreciation Partners I, L.P.*, 935 A.2d 300, 310 (D.C. 2007)). We decide issues of contractual interpretation, including whether a contract is ambiguous, de novo. *Id.*

Ms. Schneider argues both that she was never party to the contract and that she is not personally liable for a breach of the contract.[4] Ordinarily, the parol evidence rule applies and may limit extrinsic evidence as to the terms of liability in a contract but does *not* apply to "the preliminary determination of who the contracting parties were." *Affordable Elegance*, 774 A.2d at 327. In this case, though, because we determine that extrinsic evidence is

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[4] We note that this is the first time Ms. Schneider has raised the argument that she was never party to the contract; in the previous proceedings, Ms. Schneider argued only that she was not personally liable, and the associate judge found that it was "undisputed" that both defendants—Ms. Schneider and Security University—entered into a contract with Shapiro Sher. We do not generally consider arguments made for the first time on appeal, *Johnson v. Fairfax Vill. Condo. IV Unit Owners Ass'n*, 641 A.2d 495, 502 n.10 (D.C. 1994), but because Ms. Schneider is a pro se appellant and because our conclusion as to Ms. Schneider's personal liability is the same as the one we would reach on whether she is a party, we consider the argument anyway.

admissible to resolve the contract's ambiguity on the issue of personal liability, both questions turn on the same evidence, so we consider them together.[5]

Here, the retainer letters—the relevant contracts—contain conflicting signs about Ms. Schneider's role in the transaction. The first letter was made out to Ms. Schneider, and the second letter explicitly defines the represented parties as including "both Security University and [Ms. Schneider] individually." On the other hand, both letters were addressed to a Security University facility, and the second letter was made out to Security University with attention to "Ms. Sondra J. Schneider, President." The signature blocks stated that the "[t]erms of engagement letter" was "accepted" "by Security University" and contained three blanks with the labels "by," "name," and "title," suggesting that Ms.

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[5] Particularly when an agent is potentially acting on behalf of a principal, such as a company, the analysis of whether one is party to a contract and whether one is personally liable necessarily intertwine. If an agent is not bound as a party, then they could not be personally liable for a breach of the contract either, yet if they are personally liable on the contract, then they are inherently a party to it. In other words, "unless the agent expressly is made a party to the contract" or otherwise acts with the intent to be bound by the contract, then "the agent is not liable personally." *Romero v. Mervyn's*, 784 P.2d 992, 997 (N.M. 1989); *see Henderson v. Phillips*, 195 A.2d 400, 402 (D.C. 1963) ("[W]hen [an agent's] principal is disclosed and words are absent from the contract expressly binding [the agent], the agent ordinarily does not incur personal liability."); *Grubb & Ellis Co. v. First Tex. Sav. Ass'n*, 726 F. Supp. 1226, 1228 (D. Colo. 1989) (finding that the contract's language was "not sufficient to make [the defendant] a party to the contract or to impose liability on [the defendant]").

Schneider was acting in a representative capacity. *See Jaffe v. Nocera*, 493 A.2d 1003, 1008 (D.C. 1985). And as Ms. Schneider notes, neither letter contains explicit guaranty language. *See, e.g., Cusimano v. First Md. Sav. & Loan, Inc.*, 639 A.2d 553, 557 (D.C. 1994) (analyzing the signer's liability based on their promissory note stating that they "do hereby personally guaranteed [sic] the due payment of the within indebtedness").

Given this apparent conflict, the agreements are ambiguous as to Ms. Schneider's liability, and we—like the magistrate judge—may consider extrinsic evidence on the issue.[6] *See Jaffe*, 493 A.2d at 1007 n.2 (noting that contradicting language in different parts of the contract renders it ambiguous); *Chidakel v. Blonder*, 431 A.2d 594, 596 (D.C. 1981) (permitting consideration of extrinsic evidence because the contract, which included "by" on its signature line, thus contained "some evidence" that it was signed in a representative capacity). During the trial, both parties testified that they had clearly stated their position on personal liability for the fees to the other. Ms. Schneider testified that she "rejected" the first retainer, told Mr. Brown, "I really don't want it in my name. I want it in Security University's name," and signed it only in her capacity as the President of

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[6] As noted, the ambiguity of the contract is a legal determination that we decide de novo, *Aziken*, 70 A.3d at 219, and our analysis here differs from the associate judge, who concluded that the contract was unambiguous on this point. Our conclusion is ultimately the same as the court's, though, so we affirm on this issue.

Security University. Mr. Brown testified that he told Ms. Schneider that she would be personally liable for the fees, and when he emailed Ms. Schneider the second retainer, he wrote that it was "a second retainer letter that is just with you and my firm." He also testified that he was hired by both Ms. Schneider and Security University because the insurance policy—which was the subject of the first legal matter—covered them both, whereas Ms. Schneider testified that the insurance policy covered only Security University.

Although contract interpretation is generally a question of law that we review de novo, we defer to the finder of fact when the interpretation "depends on the credibility of extrinsic evidence or on a choice among reasonable inferences to be drawn from extrinsic evidence." *1010 Potomac Assocs.*, 485 A.2d at 205. When reviewing a trial court's ruling after a bench trial, we defer to the trial court's credibility determination unless it is clearly erroneous.[7] *In re Estate of Kittrie*, 318 A.3d 1200, 1203 (D.C. 2024); *see* D.C. Code § 17-305(a). Here, since the extrinsic

[7] The clearly erroneous standard is appropriate for reviewing the magistrate judge's credibility determinations because it was the magistrate judge that "had the opportunity to observe [the witness's] demeanor and form a conclusion." *In re Z.W.*, 214 A.3d 1023, 1037 (D.C. 2019) (quoting *In re N.D.*, 909 A.2d 165, 171 (D.C. 2006)). Here, the magistrate heard the live testimony of both witnesses, reviewed the extensive documentary evidence, and reached a conclusion thus informed. *See Cox v. United States*, 325 A.3d 360, 376-77 (D.C. 2024) (discussing the deference accorded to factual findings made based on live testimony and documents).

evidence as to liability appears roughly in equipoise and could lend itself to multiple reasonable inferences, the court's credibility assessments are crucial, and the magistrate judge found Mr. Brown credible and Ms. Schneider incredible.[8] Ms. Schneider points to no evidence in the record—and we see none either—to suggest that this conclusion was clearly erroneous. As a result, the parol evidence and contractual language support the trial court's conclusion that the contract was meant to bind Ms. Schneider personally, and we affirm the trial court on this point.[9]

C. Exclusive Performance of the Contract by Mr. Brown

Ms. Schneider next argues that her contract with Shapiro Sher was conditioned on Mr. Brown

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[8] The magistrate judge found, based on Mr. Brown's undisputed trial testimony, that Ms. Schneider had previously spent "hundreds of thousands of dollars" in litigation fees over several years and therefore had awareness of attorney fee structures and how exorbitant such fees can become. Ms. Schneider also emailed Mr. Brown about her previous experiences with other law firms and how she had been "badly burned" by them. Ms. Schneider's previous experience with civil litigation, among other things, thus led the court to find her "unconvincingly naïve."

[9] Because Ms. Schneider is personally liable for her own acts of nonpayment under the contract, we need not pierce the corporate veil of Security University to hold her liable, as she argues. *See Vuitch v. Furr*, 482 A.2d 811, 815 (D.C. 1984) (explaining that "piercing the corporate veil" is required when holding a shareholder personally liable for the acts of a corporate entity).

exclusively performing the legal services and that condition was not met. She relies on extrinsic evidence[10] to assert that the contract's terms had been modified to require Mr. Brown's exclusive performance. Because the contract is facially unambiguous on this issue, we decline to consider parol evidence and conclude that the contract allowed for others to assist Mr. Brown. There are at least three statements in both retainers on the subject: (1) "[o]ther partners, associates[,] or paralegals . . . may assist me as appropriate"; (2) "every effort will be taken to utilize the services of associates or paralegals, where appropriate, in order to keep the costs under control"; and (3) "your work or parts of it may be performed by other lawyers and legal assistants in the firm." These statements are uncontradicted by other language in the contract, and Ms. Schneider testified that she read them and did not specifically amend them. Ms. Schneider's annotation on the first retainer did not relate to who was permitted to perform the work in the first place and, in any case, did not appear to actually modify the terms of the contract, since the second retainer did not contain this alteration in it. The

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[10] Ms. Schneider wrote at the bottom of the first page of the first retainer that Security University "does not approve double or additional billing for review of Mr. Brown's work." She testified that she also had a "long conversation" with Mr. Brown about why she did not want to be billed for anyone else's time reviewing the case. Mr. Brown testified that he "would have never agreed to do all of the work [him]self" and that he merely assured Ms. Schneider that he would not give the case entirely to an associate. Before sending the second retainer, Mr. Brown emailed Ms. Schneider, "As we agreed, I will not delegate this matter to my associate."

language of the contract thus "speaks for itself and binds the parties without the necessity of extrinsic evidence." *Lumpkins v. CSL Locksmith, LLC*, 911 A.2d 418, 423 (D.C. 2006) (quoting *Washington Props., Inc. v. Chin, Inc.*, 760 A.2d 546, 548 (D.C. 2000)).

D. Reasonableness of the Fees

Finally, Ms. Schneider attacks the reasonableness of the roughly $48,000 in fees that Shapiro Sher charged, asserting that Mr. Brown's billing unfairly exceeds the $5,000 retainer fees that she had already paid, covers work performed without permission by people other than Mr. Brown, and involved "legal research for something [Mr. Brown] clearly must have already known" given his professional experience. A trial court's award of damages for a breach of contract "will be upheld as long as it is a 'just and reasonable estimate based on relevant data.'" *Affordable Elegance*, 774 A.2d at 329 (quoting *LaVay*, 431 A.2d at 550). Here, there is no support in the record for the contention that Mr. Brown billed for unnecessary work, the magistrate judge explicitly found no indication of fraud or negligence, and Ms. Schneider repeatedly praised Mr. Brown's performance. The contract is clear that associates would assist in the representation, as discussed *supra* II.C., and that Shapiro Sher's "practice is to bill monthly, based on services performed in the previous month," beyond the initial retainer fee. Ms. Schneider provides no other reasons that the fees charged were unreasonable, so "[a]bsent any claims to us that a specific charge was unreasonable, we defer" to the trial court's findings

that the invoices in the record supported the fees charged and the hourly rates were reasonable. *Gant v. Sixteenth St. Heights Dev., LLC*, 316 A.3d 478, 482 & n.5 (D.C. 2024). As a result, we conclude that the trial court did not abuse its discretion in finding the fees reasonable.

III. Conclusion

For the foregoing reasons, we conclude that Shapiro Sher and Ms. Schneider entered into an enforceable contract for the provision of legal services, which Ms. Schneider breached by refusing to pay for the services. The judgment of the Superior Court is affirmed.

ENTERED BY DIRECTION OF THE COURT:

/s/
JULIO A. CASTILLO
Clerk of the Court

Copies emailed to:

Honorable Alfred S. Irving, Jr.
Director, Civil Division
QMU

Copies e-served to:

Sondra J. Schneider
Joel D. Seledee, Esquire

APPENDIX B

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION

SHAPIRO SHER GUINOT & SANDLER, P.A.,
Plaintiff,

v.

SECURITY UNIVERSITY, LLC, *et al.*,
Defendants.

2019 CA 006084 C
Judge Alfred S. Irving, Jr.

ORDER DENYING DEFENDANT'S MOTION FOR JUDICIAL REVIEW

Before the Court is Defendant Sondra J. Schneider's *Motion for Judicial Review* ("Mot. for Judicial Review"), filed on June 12, 2023.

BACKGROUND

On September 19, 2019, Plaintiff Shapiro Sher Guinot & Sandler, P.A. ("Shapiro") filed a *Complaint* against Defendants Security University, LLC ("Security University") and Sondra J. Schneider alleging that: (1) Defendants entered into a contract

with Plaintiff, a law firm, for representation concerning three legal matters; (2) by the terms of a written agreement, Defendants would pay Plaintiff for all fees and costs incurred in connection with legal services rendered in the three matters; and (3) Defendants breached the agreement by failing to make payment due and owing pursuant to the terms of the agreement. *See generally* Compl. Plaintiff sought damages in the amount of $48,074.52, pre judgment interest at the contractual rate of 1.0 percent per month, plus court costs. Defendants asserted in their *Answer* that (1) Defendant Schneider was not personally liable for any attorney's fees; (2) the fees charged were excessive and unreasonable, in part, because they included fees for work done by associates and paralegals, even though the Parties agreed that only Mr. Brown would work on the matters; and (3) Plaintiff failed to send monthly bills to Defendants.

The Parties first appeared in court on October 19, 2021 for a hearing on Plaintiff's *Motion for Default* against both Defendants. At the hearing, the Parties represented that they had reached an agreement whereby Plaintiff would withdraw its *Motion for Default* and in return Defendants would stipulate that service was properly effected. Both Parties acknowledged the agreement in open court and the Hon. Joseph Beshouri noticed withdrawal of the *Motion for Default*. During the hearing, the Parties consented to the case proceeding before a magistrate judge.

Following unsuccessful mediation efforts, on April 28, 2022, the Parties appeared before Magistrate

Judge Beshouri for a bench trial. Magistrate Judge Beshouri orally granted a consent motion to continue the trial. On June 24, 2022, the Parties appeared again before Magistrate Judge Beshouri for a bench trial. All Parties were represented by counsel for the duration of trial.

In opening arguments, Plaintiff framed the dispute as a simple breach of contract collections claim, asserting that, in early 2018, Ms. Schneider approached Plaintiff seeking representation on several matters for both herself and her business, Security University. According to Plaintiff, Defendant Schneider never contested the amount owed and represented multiple times that she would pay the balance due as soon as possible.

Defendants countered that Defendant Schneider is not personally responsible for any amount due and owing because Security University was the sole client. In addition, Defendants argued that the fees Plaintiff charged are excessive and unreasonable, and that Defendants accordingly owe nothing beyond the roughly $26,000 Defendants had already paid under the retainer.

Plaintiff called one witness and proffered fifteen exhibits during its presentation of the case. Plaintiff proffered without opposition, and Magistrate Judge Beshouri accepted, Alex Brown–a partner at the Shapiro firm and chair of its insurance department–as both a fact witness and an expert on insurance law litigation and litigation management generally. Mr. Brown testified that, in early 2018, Defendant

Schneider hired his firm, and him specifically, for a legal matter involving an insurance coverage dispute with Hartford Insurance Company. He testified that both Ms. Schneider and her company, Security University, were insurers pursuant to the insurance policy with Hartford Insurance Company, and that, accordingly, he and Ms. Schneider agreed that his firm would represent both her and her company. Mr. Brown further testified that he and Ms. Schneider discussed that she would be personally responsible for any attorney's fees. He testified that this understanding was important to him because he knew she had already spent $500,000 in the underlying litigation for which she was seeking insurance coverage, and that Security University was a small business and likely did not have sufficient funds to cover additional attorney's fees. Mr. Brown also testified that he and Ms. Schneider discussed that, throughout the course of his firm's representation, he would take the lead role in all matters, but that he would delegate certain tasks, such as legal research, to paralegals and associates who could do certain work more efficiently and at a lower hourly rate. Mr. Brown testified that because Ms. Schneider was so pleased with his and his firm's work on the Hartford Insurance Company matter, Ms. Schneider fired counsel representing her on two other matters and requested that Mr. Brown instead represent her on those matters. Those matters included: (1) a dispute with the U.S. Department of Labor over a terminated federal grant to Security University; and (2) a dispute over an audit of Security University by the Virginia State Council on Higher Education.

Mr. Brown finally testified that, in accordance with the retainer agreement, he mailed Ms. Schneider monthly bills at Security University's mailing address in Virginia; Ms. Schneider never once complained about the bills; and, throughout the course of his representation, she was complimentary of his work.

Magistrate Judge Beshouri admitted into evidence all fifteen of Plaintiff's exhibits, as detailed below.

Exhibit 1: The exhibit is a retainer letter, sent by Mr. Brown and to Ms. Schneider on February 27, 2018. The letter is addressed to Ms. Schneider at Security University's mailing address in Virginia, and provides, in relevant part, that Mr. Brown's hourly rate is $450.00, but that other partners, associates, and paralegals may work on the matter with hourly rates varying from $225.00 to $465.00, and that she would be billed each month.

Exhibit 2: The exhibit is a second retainer letter, sent to Ms. Schneider on March 16, 2018, updated to include the two other matters on which Defendants engaged the firm. The letter provides, in relevant part, that "[t]he scope of our engagement will include both Security University and you individually." It contains the same billing terms as the first letter, and likewise provides that associates and paralegals will work on the matters at varying rates.

Exhibit 3: The exhibit is a statement of account for the three matters Plaintiff was retained to handle, detailing the outstanding balance for each, and the

total amount due and owing of $48,074.52.

Exhibit 4: The exhibit is an accounts receivable ledger for the Hartford Insurance Company matter. It includes an itemized list of all monthly charges and all payments made.

Exhibit 5(a)-(c): The exhibit includes all of the itemized monthly bills mailed to Defendants' address in Virginia for Plaintiff's work done in connection with the Hartford Insurance Company matter.

Exhibit 6: The exhibit is an accounts receivable ledger for the U.S. Department of Labor matter. It includes an itemized list of all monthly charges and all payments made.

Exhibit 7(a)-(i): The exhibit includes all of the itemized monthly bills mailed to Defendants' address in Virginia for Plaintiff's work done in connection with the U.S. Department of Labor matter.

Exhibit 8: The exhibit is an accounts receivable ledger for the Virginia State Council for Higher Education matter. It includes an itemized list of all monthly charges and all payments made.

Exhibit 9(a)-(d): The exhibit includes all of the itemized monthly bills mailed to Defendants' address in Virginia for Plaintiff's work done in connection with the Virginia State Council for Higher Education matter.

Exhibit 10: The exhibit is an accounts receivable

ledger for a fourth matter, involving Travelers Insurance Company. Plaintiff ultimately determined it could not represent Defendants with respect to that matter because of a conflict of interest. Plaintiff withdrew the $135.00 charge after determining that it could not represent Defendants in the matter.

Exhibit 11: The exhibit is a letter sent by Plaintiff to Defendants on February 7, 2019, outlining balances due and owing in all three matters.

Exhibit 12: The exhibit is an email dated December 8, 2021, from Defendant Schneider to Mr. Brown, requesting Mr. Brown's billing statement for the Travelers Insurance matter to be used as support for a complaint that she intended to file against Travelers Insurance, explaining that the action was part of her "efforts to recover and pay you."

Exhibit 13: The exhibit is a text message sent from Defendant Schneider to Mr. Brown, wherein Ms. Schneider represents that she hopes to get money from another lawsuit to enable her to pay Plaintiff.

Exhibit 14: The exhibit is a pre-judgment interest worksheet, outlining the pre-judgment interest due pursuant to the contractual rate of 1.0 percent monthly.

Exhibit 15: The exhibit, which is also Defendants' Exhibit A, is a letter sent by Plaintiff to the Virginia Insurance Commissioner on March 14, 2018, requesting relief regarding the Hartford Insurance Company matter.

During a lengthy cross-examination of Mr. Brown, Defendants attempted to attack the fees as unreasonable, by questioning the time spent on each line-item of billing.

Defendants called one witness and proffered five exhibits during their presentation. Defendant Schneider testified that she is the president of Security University, which has a teaching facility in Virginia. She testified that she rejected the first retainer letter because she did not want it to be addressed to her individually, even though she executed the letter. She testified that she and Mr. Brown never reached an understanding that Plaintiff would represent both herself and Security University. According to her testimony, they had discussed that the retainer agreements were limited to the sole representation of Security University. Defendant Schneider further testified that Mr. Brown represented to her that he would be the only person to work on her matters, and that he would not delegate any work to associates or paralegals. She testified that she did not receive a single monthly billing statement at Security University's Virginia address because she does not check the mail at that location, and that she was shocked to receive the balance summary letter on February 7, 2019. Throughout her testimony, Defendant Schneider praised the work done by Plaintiff and Mr. Brown, specifically.

Magistrate Judge Beshouri admitted into evidence all five of Defendants' exhibits, as detailed below.

Exhibit A: The exhibit is a letter drafted by Plaintiff to Virginia's Insurance Commissioner, in connection with the Hartford Insurance Company matter.

Exhibit B: The exhibit is a letter drafted by Plaintiff to a Virginia Assistant Attorney General, in connection with the Virginia State Council of Higher Education matter.

Exhibit C: The exhibit is a letter drafted by Plaintiff to a Senior Assistant Attorney General, in connection with the Virginia State Council of Higher Education matter.

Exhibit D: The exhibit is a motion for *pro hac vice* admission of Mr. Brown to practice in the District of Columbia, in connection with the U.S. Department of Labor matter.[1]

Exhibit E: The exhibit is a March 5, 2018 e-mail from Mr. Brown to Defendant Schneider in which Mr. Brown states, in relation to the retainer letter, that he will not "delegate this matter to an associate."

During cross-examination of Defendant Schneider, Plaintiff questioned how she received the February 7, 2019, but not the monthly bills, as they were all mailed to the same address. Defendant Schneider answered that she received the February 7,

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[1] Exhibits A-D were introduced to demonstrate the excessive nature of Plaintiff's fees.

2019 letter by e-mail, but when pressed, admitted that she could not produce any evidence of such an e-mail.

In Plaintiff's rebuttal, Mr. Brown testified that if the monthly bills to Security University were not being properly delivered, he would have received undeliverable notices from the U.S. Postal Service.

Thereafter, Magistrate Judge Beshouri adjourned the trial for the day and set July 13, 2022, as the date on which trial would resume. On that date, Magistrate Judge Beshouri announced that he was not yet ready to give a verdict. He stated that, in his mind, the case presented a simple breach of contract claim, with a question as to whether Defendants are jointly and severally liable for any damages. He asked several follow-up questions of counsel and continued the matter to July 25, 2022.

On July 25, 2022, Magistrate Judge Beshouri orally rendered the verdict. Magistrate Judge Beshouri found that the Parties entered into an agreement, and then another agreement, for work to be done by Plaintiff, and that such agreements were executed by the Parties. He found that the agreements provided the hourly rates for Plaintiff's work. He found further that Plaintiff performed its obligations under the agreement and Defendant only partially performed her payment obligations. Magistrate Judge Beshouri found Mr. Brown credible and reasonable in his testimony. He found further that the retainer letters were detailed and written in lay terms. He found that the agreements explicitly indicated that other members of Plaintiff's law firm would make contributions.

Magistrate Judge Beshouri credited Mr. Brown's testimony that Defendants never once disputed his fees before he filed this lawsuit.

Magistrate Judge Beshouri found Ms. Schneider lacked credibility. Specifically, he did not credit her representation that she had disputed the fees. He did not credit her testimony that she understood that only Mr. Brown would work on the case, which representation was contrary to the explicit terms of the retainer agreement. And, he did not credit her testimony that she never once received a monthly invoice statement-the agreement provided for such.

Magistrate Judge Beshouri credited Mr. Brown's testimony that the Parties had discussed his serving as lead counsel and that such discussions did not include any promises that he would be the only person to work on the matters. Magistrate Judge Beshouri further credited Mr. Brown's testimony that the work Plaintiff performed for Defendants was necessary and reasonably addressed the complexities of the cases. Magistrate Judge Beshouri found that Defendants failed to present any evidence to demonstrate that the work completed by Plaintiff was inflated, excessive, or unreasonable. On the contrary, he found that the issues presented were complicated and that Mr. Brown deftly handled them as an expert in the insurance law field.

Magistrate Judge Beshouri also found that both Defendants are liable for their breach of the contract. He noted that both retainer letters are addressed to Defendant Schneider, and that an unambiguous

reading of the letters confirms that she is individually liable. Accordingly, Magistrate Judge Beshouri therefore entered judgment for Plaintiff for breach of contract against both Defendants, jointly and severally, in the amount of $48,074.52, plus pre judgment interest in the amount of $18,587.06, plus post judgment interest at the contractual rate of 1 percent monthly, and court costs of $160.00.

After entry of judgment, Defendants moved for a new trial based on Magistrate Judge Beshouri's failure to permit them closing arguments. At a motion hearing on February 24, 2023, Magistrate Judge Beshouri orally granted Defendants' motion, explaining that his omission was an oversight, arising out of the fractured trial proceedings, and that he would permit both Parties an opportunity to present closing arguments. As such, Magistrate Judge Beshouri vacated the judgment and reopened trial for the purpose of allowing the Parties to present closing arguments.

On March 27, 2023, the Parties presented closing arguments before Magistrate Judge Beshouri. Plaintiff argued that: Defendant Schneider approached Mr. Brown seeking legal representation; Defendant Schneider was happy with Plaintiff's services, and never once complained; Defendant Schneider made repeated promises of payment after the relationship ended; the fees charged to Defendants were necessary and reasonable in light of the complicated nature of the matters; Defendants failed to present any expert testimony regarding the reasonableness of the fees; and, pursuant to the retainer agreement, Mr. Brown

took a leading role in the case but delegated some matters to associates who worked at a lower hourly rate, resulting in savings to the Defendants.

Defendants argued in closing that: they do not owe Plaintiff anything beyond what they have already paid; the fees charged were unreasonable, especially those stemming from unauthorized associate work; Defendant Schneider was an agent of Defendant Security University and not a guarantor of the agreement; Plaintiff cannot pierce the corporate veil; Defendant Schneider would have objected to the bills if she had ever received them; and Defendants are dissatisfied with the amount of time it took Plaintiff to complete the work, but not with the quality of the work. After the arguments, Magistrate Judge Beshouri explained that he required additional time to consider the evidence in light of the arguments and, thus continued the trial to April 7, 2023. On April 7, 2023, Magistrate Judge Beshouri informed the Parties that he needed time to re-listen to the entire trial before reaching a new verdict, and he thus continued the trial to April 19, 2023.

On April 19, 2023, Magistrate Judge Beshouri read into the record his verdict, and issued, in his words, "exactly the same judgment" as before. Magistrate Judge Beshouri noted that Defendant Schneider is highly educated and savvy, and has experience with litigation, evidenced by the hundreds of thousands of dollars she had already compensated other attorneys on other matters. He found that she approached Mr. Brown because of his expertise in the field of insurance law, and that she imposed no limits

on his fees, even though she knew how expensive litigation can be when one has engaged attorneys who are experts in their practice areas. He found that: both agreements provided for the work of associates and paralegals; she signed both agreements; both agreements provided for monthly billings that would be mailed to the address she provided; and she never protested the billings or fees. Magistrate Judge Beshouri found her testimony to be erratic, inconsistent, and strategic. He noted that her testimony regarding the use of paralegals and associates was illogical, given that she was at all times pleased with the work of Plaintiff, and work by paralegals and associates was billed at a lower hourly rate. Magistrate Judge Beshouri found that the Parties set reasonable fees in the retainer letters of $450.00/hour for Mr. Brown, and varying fees for other attorneys and paralegals at the firm. He noted that the rate of $450.00 per hour is less than half of what Mr. Brown could reasonably charge pursuant to the *Laffey* Matrix.[2] He further noted that the position taken by

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[2] "The Laffey Matrix is a fee schedule of hourly rates for attorneys practicing in the District of Columbia, broken down by years of experience .... Laffey-derived rates have ... been used to calculate the lodestar for attorney's fees in private litigation in the courts of the District of Columbia." *Tenants of 710 Jefferson St. v. D.C. Rental Hous. Comm'n*, 123 A.3d 170, 182 (D.C. 2015); *see also Ill. Farmers Ins. Co. v. Hagenberg*, 167 A.3d 1218, 1236 n.20 (D.C. 2017) ("'The *Laffey* matrix is a schedule of charges based on years of experience developed in *Laffey v. Northwest Airlines, Inc.*, 572 F. Supp. 354 (D.D.C. 1983), *rev'd on other grounds*, 746 F.2d 4, 241 U.S. App. D.C. 11 (D.C. Cir. 1984).' It has been updated since the 1983 *Laffey* decision." (original modification and internal citation omitted)).

Defendants in this matter appears to be that Mr. Brown was enlisted as an expert attorney in insurance law; that Defendants were very pleased with his work and indeed gave him more work to do; that Defendants never protested his fees and indeed agreed to an hourly rate of $450.00; set no dollar or time limit on how much work he would do to represent the Defendants in the matters the retainer agreements defined; and, only now that Plaintiff has rendered it services, do the Defendants claim that too much work was performed and that the charges were unreasonable.

Magistrate Judge Beshouri fully credited the testimony of Mr. Brown while finding Defendant Schneider's testimony to be wholly lacking in credibility. Magistrate Judge Beshouri found that no evidence in the record established fraud, professional negligence, or breach of fiduciary duty; to the contrary, he found that the evidence demonstrated Mr. Brown's zealous representation of Defendants. He found that Defendants presented no evidence that Plaintiff inflated fees. He concluded that the retainer agreements are unambiguous in their permitting the work of associates and paralegals on Defendants' matters. He concluded further that the retainer agreements are ambiguous as to whether Defendant Schneider is personally liable for the bills. He thus considered parol evidence in his analysis of the issue, including the testimony of both Parties, and Defendants' Exhibit E, and found that the Parties intended for Defendant Schneider to be personally liable for the bills. Magistrate Judge Beshouri accordingly entered judgment for Plaintiff for breach

of contract against both Defendants, jointly and severally, in the amount of $48,074.52, plus pre-judgment interest in the amount of $18,587.06, post-judgment interest at the contractual rate of 1.0% per month, and court costs of $160.00. He further stated that the judgment was *nunc pro tunc* from July 25, 2022, the date of the original judgment, with interest accumulation to begin that same day.

Defendant Schneider filed a motion for judicial review on June 12, 2023, seeking review on "at least four grounds." Mot. for Judicial Review 3. Defendant Schneider contends that: "this Court has no jurisdiction over this legal fee dispute, and this case should have been referred to the District of Columbia Bar, Attorney-Client Arbitration Board ('ACAB')"; "Defendant was not properly served with process"; (3) "the Court erred in finding that the parties entered into a valid contract and that associate work was agreed to by client"; and (4) "the Court erred in finding that Defendant Schneider is personally liable" because Plaintiff did not demonstrate "the required elements to pierce the corporate veil or to hold Sondra Schneider personally liable." *Id.* at 3-4.

II. LEGAL STANDARD

Rule 73(b) of the Superior Court Rules of Civil Procedure governs judicial review of a magistrate judge's "order or judgment, or part" thereof. Super. Ct. Civ. R. 73(b)(4)(A)(ii). "The Superior Court Judge reviewing a magistrate judge's final order or judgment must apply the same standard of review used by the District of Columbia Court of Appeals when reviewing

a judgment or order of the Superior Court." Super. Ct. Civ. R. 73(b)(3). Section 17-305(a) governs the scope of review of the Court of Appeals. It provides, as follows:

> In considering an order or judgment of a lower court (or any of its divisions or branches) brought before it for review, the District of Columbia Court of Appeals shall review the record on appeal. When the issues of fact were tried by jury, the court shall review the case only as to matters of law. When the case was tried without a jury, the court may review both as to the facts and the law, but the judgment may not be set aside except for errors of law unless it appears that the judgment is plainly wrong or without evidence to support it.

D.C. Code § 17-305(a). "On appeal from a bench trial, [the Court of Appeals] review[s] the trial court's legal conclusions *de novo*, but defer[s] to its factual findings if they are supported by the record." *Hernandez v. Bryant Banks*, 84 A.3d 543, 556 (D.C. 2014) (quoting *Chibs v. Fisher*, 960 A.2d 588, 589 (D.C. 2008)).

A party seeking review must file and serve a motion for judicial review "within 14 days after entry of the order or judgment," indicate the order or judgment for which review is sought, and specify "the grounds for objection" to the order or judgment. Super. Ct. Civ. R. 73(b)(4). Where the party seeking review "fail[s] to comply" with Rule 73 "or any other rule or order," the reviewing court "may take any action as is

deemed appropriate, including dismissal of the motion for review." Super. Ct. Civ. R. 73(b)(10).

III. ANALYSIS

"To prevail on a claim of breach of contract, a party must establish existence of (1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by the breach." *Tsintolas Realty Co. v. Mendez*, 984 A.2d 181, 187 (D.C. 2009). "For there to be an enforceable contract, there must be mutual assent of each party to all the essential terms of the contract." *Malone v. Saxony Coop. Apartments, Inc.*, 763 A.2d 725, 729 (D.C. 2000). "Parol evidence is usually not admissible to vary or alter the terms of a written contract[,]" but parol evidence can be admitted "to explain an ambiguity in the language of an agreement." *Dixon v. Wilson*, 192 A.2d 289, 291 (D.C. 1963) (finding that whether an ambiguity exists is an issue "of law to be determined by the court"). In every contract, there is an implied covenant of good faith and fair dealing. *Hais v. Smith*, 547 A.2d 986, 987 (D.C. 1988).

While "a plaintiff is not required to prove the amount of damages precisely ... there must be some reasonable basis on which to estimate damages." *Bedell v. Inver Hous., Inc.*, 506 A.2d 202, 205 (D.C. 1986). To assess the reasonableness of attorney's fees requested, the court should consider the "(1) time, labor, and skill to perform the legal services; (2) fee customarily charged in the area for similar services; (3) attorneys' experience and ability; and (4)

limitations imposed by the client." *In re Brown*, 211 A.3d 165, 169 (D.C. 2019) (citing *Snead v. Watkins* (*In re Estate of McDaniel*), 953 A.2d 1021, 1024-1025 (D.C. 2008)); *see Vining v. District of Columbia*, 198 A.3d 738, 754 n.20 (D.C. 2018) ("In general, a reasonable attorney fee includes compensation for the hours billed by paralegals, legal assistants, or law clerks at their market rates[.]").

The Court finds that Magistrate Judge Beshouri's findings are supported by the record and his legal conclusions are not erroneous. It is undisputed that the Parties entered into a contract, whereby Plaintiff law firm would provide legal services for Defendants on three legal matters. It is undisputed that Plaintiff performed his obligations under the contract, and Defendants failed to perform by only partially paying legal fees. It is likewise undisputed that the contract, marked as Plaintiff's Exhibit 2, provides for an hourly rate of $450.00 for Mr. Brown's work and varying hourly rates for other partners, associates, and paralegals. What Defendants dispute, it appears to this Court, as it did to Magistrate Judge Beshouri, is the amount of time Plaintiff expended on the three matters, an amount that Defendants would have the Court deem unreasonable. Impressively, Defendant Schneider was highly complimentary of Plaintiff's work product throughout her testimony. She never complained of his invoices before this collections suit and now only makes vague claims, unsupported by expert testimony, that the fees charged and time expended were excessive and unreasonable.

The Court finds that Magistrate Judge

Beshouri's finding that the fees charged were reasonable is supported by the record. The legal matters were indeed complicated, and Mr. Brown, supported by other attorneys and paralegals at Plaintiff's firm, provided comprehensive and zealous representation as an expert in insurance law. Furthermore, Defendant Schneider set no limitations on the amount of fees that Plaintiff could charge in connection with her three legal matters, and she understood, by way of the underlying litigation, how high such fees rise in complicated civil matters.

The Court finds that Magistrate Judge Beshouri's findings that the Parties agreed that other members of Plaintiff firm would work on the case, and that Defendant Schneider would be personally liable for all fees accrued, are likewise supported by the record. The Court disagrees with Magistrate Judge Beshouri's conclusion that the retainer agreements are ambiguous as to whether Defendant Schneider would be personally liable for the fees. To be sure, the updated retainer agreement, Plaintiff's Exhibit 2, explicitly provides that "[t]he scope of our engagement will include both Security University and you individually[;]" is addressed to Defendant Schneider; and is signed by Defendant Schneider. No matter, even if the contract were ambiguous, parol evidence confirms that the Parties intended Defendant Schneider to be personally liable. Thus, the Court agrees with Magistrate Judge Beshouri's conclusion that there was a breach of contract, with damages in the amount of $48,074.52, plus pre-judgment interest in the amount of $18,587.06, and that such damages in the form of attorney's fees were reasonable.

Finally, the arguments raised in Defendant Schneider's *Motion for Judicial Review* are unpersuasive. First, Magistrate Judge Beshouri did, indeed, have jurisdiction over this matter, and was not required to refer it to the Attorney-Client Arbitration Board ("ACAB"). Rule XIII(a) of the Rules Governing the District of Columbia Bar provides that "[a]n attorney subject to the disciplinary jurisdiction of this Court shall be deemed to have agreed to arbitrate disputes over fees for legal services and disbursements related thereto when such arbitration is requested by a present or former client[.]" Here, Defendants never requested that this matter be arbitrated before ACAB. Defendant Schneider requests the referral only now, on appeal, after the matter has been comprehensively litigated in the Superior Court. Second, Defendants stipulated to service of process at the October 19, 2021 motion hearing on Plaintiff's motion for default. Defendant Schneider explicitly acknowledged on the record that she agreed to stipulate to service of process in exchange for Plaintiff withdrawing its *Motion for Default*. She cannot now contest service. *See Dennis v. Jackson*, 258 A.3d 860, 862 (D.C. 2021) (finding that "where a party successfully assumes a certain position in a legal proceeding, that party may not subsequently assume a contrary position in a different proceeding, simply because that party's interests have changed"). Third, as noted above, the Parties did enter into a legally enforceable contract, which contract Defendants breached. Fourth and finally, and also as noted above, Magistrate Judge Beshouri did not err in finding that Defendant Schneider is jointly and severally liable for the breach. Plaintiff did not need to pierce the corporate veil to collect from Defendant

Schneider; the Parties agreed that she would be personally liable for all fees.

The Court concludes by reminding Defendant Schneider that she has an ongoing obligation of candor to the tribunal. *See* Super. Ct. Civ. R. 11(b); *see also Macleod v. Georgetown Univ. Med. &tr.*, 736 A.2d 977, 979 (D.C. 1999) (reiterating that self-represented litigants "must ... be bound by and conform to the rules of court procedure ... equally binding upon members of the bar"). In her June 12, 2023 motion for an extension of time to file a motion for judicial review, Defendant Schneider represented, in support of her request, that: (1) her attorney "notified Defendants ... that he intended to withdraw as counsel immediately after closing arguments"; and (2) because she is not a lawyer, she was not familiar with the time deadline for filing a motion for judicial review. This Court granted her motion for an extension of time, accepting her representations as truthful. The Court has now listened to the entire record in this matter and finds that such representations were untruthful. Indeed, on the last day of trial, after Magistrate Judge Beshouri read into the record the second verdict, he orally granted Defendants' attorney Mr. Wight's motion for withdrawal after Mr. Wight represented to the court that he and Defendant Schenider had agreed several months prior that his representation would conclude after the trial and would not continue for any appeal. In addition, Magistrate Judge Beshouri informed Defendant Schneider of her appeal rights and admonished her *thrice* that she had fourteen days to file such an appeal. Defendant Schneider is now formally on notice that she will be subject to sanctions

for any future misrepresentations in this matter. *See* Super. Ct. R. Civ. P. 11(c)(3).

In sum, the Court must deny Defendant's *Motion for Judicial Review*, as the judgment below is not "plainly wrong or without evidence to support it," and Magistrate Judge Beshouri did not err as a matter of law.

ACCORDINGLY, it is by the Court this 3rd day of August 2023, hereby

ORDERED that Defendant's *Motion for Judicial Review*, filed on June 12, 2023, is **DENIED**, for the reasons provided in this Order; and it is further

ORDERED that the ruling below is **AFFIRMED**.

/s/
Judge Alfred S. Irving, Jr.

Copies to:

All Parties
Via Odyssey

APPENDIX C

SUPERIOR COURT
OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

[DATE STAMP]
Filed
05/15/2023
Superior Court
of the District of Columbia

SHAPIRO SHER GUINOT & SANDLER P.A.,
Plaintiff,

v.

SECURITY UNIVERSITY LLC *et al,*
Defendants.

Case No. 2019 CA 006084 C
Magistrate Judge Joseph Beshouri

AMENDED ORDER

Following the trial of this matter held on June 24 and July 13, 2022, the matter came before the Court for a verdict on July 25, 2022. Judgment was then entered for Plaintiff and a Judgment Order issued on August 1, 2022.

Defendants filed a Motion to Grant a New Trial or to Alter or Amend the Judgment ("Motion") on

August 29, 2022. A hearing on the Motion was inadvertently delayed for a time, but arguments were eventually heard on February 24, 2023. On March 17, 2023, the Court issued an Order memorializing its ruling from that February 24 hearing, vacating the judgment entered on July 25 and scheduling the matter for closing arguments.[1] Closing arguments were heard on March 27, 2023. Having then continued the matter to fully consider the parties' arguments, both oral and written, the Court again entered judgment for Plaintiff on April 19, 2023. The judgment entered was identical to the judgment entered on July 25, 2022.[2]

Accordingly, it is this 15th day of May 15, 2023 hereby,

ORDERED that judgment is entered in favor of the Plaintiff, Shapiro Sher Guinot & Sandler P.A.; and it is further

ORDERED that Judgment is entered against the Defendants, Security University LLC and Sondra J. Schneider, jointly and severally, in the amount of $48,074.52; plus pre-judgment interest at the contractual rate in the amount of $18,587.06; plus post-judgment interest at the contractual rate of 1%

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[1] *See* footnote 2.

[2] The relevant procedural history of this matter was recounted in detail at the outset of a particularly lengthy verdict announced on April 19, 2023.

per month *nunc pro tunc* to July 25, 2022;[3] plus costs in the amount of $160.00.

SO ORDERED.

/s/
Magistrate Judge Joseph Beshouri
(Signed in Chambers)

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[3] The Court determined on April 19, 2023 that because Defendants did not object to the Court's original verdict, Whether before or after being invited by the Court to express any need for clarity following the verdict, p0st»judgment interest should be calculated from the time of the original verdict, even though the Court vacated the original judgment to allow for the parties to present closing arguments. Practically speaking, the determination of when post-judgment interest would begin to accrue is meaningless, however. In the event of any unpaid balance 60 days after an invoice date, the parties' Agreement called for interest on the balance due at the rate of 1% per month. Denying that any balance was due, Defendants did not dispute the date as to When interest would begin to accrue in the event of a balance, and per the parties' Agreement the interest rate pre-judgment was necessarily the same as the post-judgment rate. Plaintiff' s Exh. l4.

APPENDIX D

SUPERIOR COURT
OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

[DATE STAMP]
Filed
D.C. Superior Court
08/01/2022 11:31AM
Clerk of the Court

SHAPIRO SHER GUINOT & SANDLER P.A.,
Plaintiff,

v.

SECURITY UNIVERSITY LLC et al,
Defendants.

Case No. 2019 CA 006084 C
Magistrate Judge Joseph Beshouri

ORDER

This matter was before the Court for a Non-Jury Trial on July 25, 2022. Counsel for both parties appeared remotely, as did Defendant Schneider.

Upon consideration of Plaintiff's evidence presented, recounted in open court on the above-noted date and incorporated here by reference, it is this August 1, 2022, hereby;

ORDERED that Judgment is entered in favor of the Plaintiff, Shapiro Sher Guinot & Sandler P.A.; and it is further

ORDERED that Judgment is entered against the Defendants, Security University LLC and Sondra J. Schneider, jointly and severally, in the amount of $48,074.52, plus pre-judgment interest in the amount of $18,587.06, plus post-judgment interest at the rate of 1 % per month from the July 25, 2022, and court costs in the amount of $160.00.[1]

/s/
Magistrate Judge Joseph Beshouri
(Signed in Chambers)

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[1] The parties' rights to review and, in tum, appeal, were discussed in open court at the conclusion of the Court's verdict.

APPENDIX E

DISTRICT OF COLUMBIA COURT OF APPEALS

[DATE STAMP]
FILED
MAY 19 2025
DISTRICT OF COLUMBIA
COURT OF APPEALS

No. 23-CV-0670

SONDRA J. SCHNEIDER,
Appellant,

v. 2019-CA-006084-C

SHAPIRO SHER GUINOT & SANDLER, P.A.,
Appellee.

BEFORE: Beckwith and McLeese, Associate Judges, and Ruiz, Senior Judge.

ORDER

On consideration of appellant's petition for rehearing, it is

ORDERED that appellant's petition for rehearing is denied.

PER CURIAM

Copies emailed to:

Honorable Alfred S. Irving, Jr.
Director, Civil Division

Copies e-served to:

Sondra J. Schneider
Joel D. Seledee, Esquire

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