IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

SLOCUMB LAW FIRM, LLC **Plaintiff,** **v.** **ZEKE ROESER, ET AL.** **Defendants.**	Civil Action No. 1:11-cv-01806-EGS ECF CASE

COUNTERCLAIMS OF ZEKE ROESER, MORGAN WHITLOCK AND ROESER & WHITLOCK LLP AGAINST SLOCUMB LAW FIRM, LLC AND MICHAEL W. SLOCUMB

Defendants Zeke Roeser ("Roeser"), Morgan Whitlock ("Whitlock"), and Roeser & Whitlock LLP ("R&W") (collectively, "Counterclaim Plaintiffs"), through undersigned counsel, and for their Counterclaims against Plaintiff Slocumb Law Firm, LLC ("SLF") and Michael W. Slocumb ("Slocumb") (collectively, "Counterclaim Defendants"), state as follows:

THE PARTIES

1. Roeser is a resident and citizen of the District of Columbia.

2. Whitlock is a resident and citizen of the District of Columbia.

3. R&W is a limited liability partnership in the District of Columbia whose members, Roeser and Whitlock, are residents of the District of Columbia.

4. SLF is an Alabama limited liability company. Upon information and belief, all of SLF's members reside outside of the District of Columbia.

5. Slocumb resides outside of the District of Columbia. He is an attorney admitted to practice in the District of Columbia, Alabama, Georgia, and Illinois, and a member of SLF.

JURISDICTION AND VENUE

6. This Court has diversity jurisdiction under 28 U.S.C. § 1332 in that there is complete diversity of citizenship between all Plaintiffs and all Defendants. The matter in controversy, exclusive of interest and costs, exceeds $75,000.

7. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 in that these counterclaims are related to the claims in the action within the Court's original jurisdiction such that they form part of the same case or controversy under Article III of the U.S. Constitution.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2) in that all or substantially all of the acts complained of herein occurred within the District of Columbia.

FACTUAL BACKGROUND

9. Roeser is a graduate of Fordham University School of Law. He is admitted to practice in the District of Columbia and New Jersey. In or about June 2009, he started working as an attorney at SLF. In that capacity, he serviced clients with matters in the District of Columbia, and was the principal SLF contact for those clients. SLF generally charged clients a contingency fee of forty percent (40%) of the gross proceeds of any recovery. As compensation for his work as an SLF attorney, Roeser received seven and one-half percent (7.5%) of the fees that SLF earned for the matters on which he worked.

10. Whitlock is a graduate of the University of the District of Columbia, David Clarke School of Law. She is admitted to practice in Maryland and Virginia. In or about November 2010, she started working as an attorney at SLF. In that capacity, she serviced clients with matters in Maryland and Virginia, and was the principal SLF contact for those clients. As compensation for her work as an SLF attorney, she received seven percent (7%) of the fees that SLF earned for the matters on which she worked.

11. On or about October 7, 2011, Roeser and Whitlock notified Slocumb that they resigned from SLF.

12. In connection with their departures from SLF, Roeser and Whitlock notified the SLF clients on whose matters they had worked that they were forming their own law firm, R&W. Their notifications informed clients that they could continue to be represented by SLF, choose to be represented by R&W, or retain other counsel. Roeser and Whitlock provided the clients with election forms that they could use to communicate their decisions.

13. As R&W received forms from clients communicating their elections to be represented by R&W, Roeser and Whitlock promptly forwarded those election forms to SLF. R&W also promptly forwarded to SLF forms from clients communicating their elections to be represented by SLF.

Intimidation, Harassment, Misrepresentations and Threats to Clients by Slocumb and SLF.

14. After Roeser and Whitlock left SLF, Slocumb and/or SLF employees personally contacted the clients who elected to retain R&W and provided them with false information in an attempt to induce them to change their elections. These deceptions and improper statements include, but are not limited to, the assertions that (a) Roeser and Whitlock had been fired from SLF, (b) Roeser and Whitlock acted illegally and unethically by leaving SLF, (c) Roeser and Whitlock were going to be sued, (d) Roeser and Whitlock were poor and inexperienced attorneys, (e) SLF could obtain speedy settlements for the clients if they remained with SLF, and (f) choosing R&W would delay their cases. On information and belief, Slocumb instructed his staff to contact clients and make these statements. These statements are false and/or in violation of the ethical duties that attorneys owe to clients.

15. On information and belief, Slocumb and/or SLF have made repeated phone calls

to R&W clients after learning of their elections. They even sent SLF employees/agents to clients' homes and made calls to clients in the hospital to try to convince them to continue with SLF. They also asked certain R&W clients to sign a document stating that the clients were not able to remove their cases from SLF.

16. On information and belief, the misconduct by Slocumb and SLF includes, but is not limited to:

a. The mother of [J.M.] called Whitlock on or about October 17, 2011, to inform her that [J.M.] was choosing R&W.[1] Slocumb directed an SLF employee to call [J.M.] on or about October 18, 2011 at approximately 7:00 a.m. [J.M.] informed the SLF employee that she had elected to have R&W represent her. The SLF employee responded that SLF had already sent a settlement package to the insurance company and would have an offer in 10 days. On information and belief, any such package would have been grossly incomplete, lacking records and bills from the therapy that [J.M.] received and information from [J.M.]'s employer about the wages [J.M.] lost as a result of her accident. The SLF employee further advised [J.M.] that if she elected to be represented by R&W, she would owe SLF for 4 months' worth of work, and if she did not pay SLF, then SLF would not give [J.M.]'s file to R&W. The SLF employee further asserted that choosing R&W would delay [J.M.]'s case, and that [J.M.] would need to pay two attorneys' fees, resulting in little or no money for [J.M.] at settlement. Finally, the SLF employee advised [J.M.] that an employee of SLF would be visiting her on Saturday, October 22. [J.M.], who is a 19 year-old girl, was

[1] To protect the identity of clients and avoid disclosure of any personal information, all specific client references made herein are solely to the initials of the clients' first and last names.

frightened by this prospect, left her home to avoid SLF, and called her mother, who contacted Whitlock and pleaded with Whitlock to find a way to end the communications from SLF. In a separate telephone call, an SLF employee told the mother of [J.M.] that if [J.M.] elected to be represented by R&W her case would be delayed and she would owe SLF for 4 months' of work.

b. Slocumb contacted [J.B.] in the hospital at approximately 7:00 a.m. on or about Saturday, October 8, 2011, the morning after a major surgery on his leg. Slocumb told [J.B.] that SLF had fired Roeser and that Roeser was a bad attorney.

c. [D.P.] received a phone call from SLF, wherein either Slocumb or his employee told [D.P.] that Whitlock did not have the client's file, that R&W would not receive the file if [D.P.] retained R&W, and that [D.P.] would not receive any money if he had to pay two attorneys.

d. After [N.M.] and [B.H.] elected to retain R&W, at least three different SLF employees/agents called [B.H.] – including multiple times on the same day – and asserted that the resolution of their cases would be delayed if they retained R&W because SLF had their files, that R&W could not obtain those files, and that their retainer agreement with SLF was binding. [B.H.] reaffirmed that they were retaining R&W and asked SLF not to call anymore.

e. [V.W.] received a telephone call from Slocumb on or about October 9, 2011. After advising Slocumb that she was retaining R&W, Slocumb informed her that SLF would get her a settlement in one week if she returned to SLF, and that choosing R&W would delay the resolution of her case, and made negative comments about Roeser and Whitlock.

f. [H.W.] received a call from an SLF employee, who told [H.W.] to throw the R&W election form in the trash, that Slocumb was now handling her case, and that Slocumb would have a settlement offer for her shortly.

g. On or about October 13, 2011, [C.W.] received at least two telephone calls. First, an SLF employee/agent told [C.W.] that Roeser and Whitlock were about to be fired from SLF and that Slocumb would be handling her case. Then, Slocumb called [C.W.] and falsely told [C.W.] that Slocumb was the principal lawyer on her case and that Whitlock did no work on her case without Slocumb's permission.

h. Before [R.T.] had decided which firm she was choosing, she received a call from SLF in or about the week of October 24, 2011. The caller informed [R.T.] that she would have a check for $99,000 by November 4, 2011 if she stayed with SLF. At that time, the liability insurer had not even received a demand package for [R.T.], making it highly unlikely that a settlement check for [R.T.] for any amount could be obtained by November 4, 2011.

i. On or about two weeks after Whitlock departed SLF for R&W, an SLF employee told [S.M.] that Whitlock was disorganized, had screwed up client matters due to her incompetence, and that she stole several thousand dollars from [S.M.]. [S.M.] asked for her file and SLF refused to provide it to her.

Deceptive Efforts to Settle Cases.

17. In an effort to close out cases for former SLF clients before R&W could meaningfully represent them, Slocumb – personally and/or through his associate attorneys – attempted to settle cases of clients that he knew had already retained R&W.

18. On information and belief, such misconduct includes, but is not limited to:

a. [H.M.] sent in his form electing to be represented by R&W on or about October 10, 2011. Whitlock faxed the form to SLF at approximately 1:14 a.m. on or about October 11, 2011. At approximately 11:00 a.m. on or about October 11, 2011, an SLF associate in the SLF Alabama office, David Bence, called GEICO adjuster William Whiteside and accepted an offer that had previously been expressly rejected by the client. The offer was for $14,000 to settle a case where the client's medical bills exceeded $10,000. Neither Bence nor Slocumb had ever previously spoken to [H.M.], and neither is barred in Maryland, where the client resides. Following Bence's "acceptance" of the previously rejected offer, Bence called [H.M.] and told him that Whitlock had been fired, that [H.M.]'s case was now settled, and that his check would be ready for pickup on Saturday. [H.M.] told Bence that he had elected to have R&W represent him and that he would not accept the settlement. Bence also demanded that the GEICO adjuster send the settlement draft by overnight delivery to the Alabama office of SLF.

b. Following receipt of forms from [the G.G. Family] electing to be represented by R&W, Slocumb continued negotiations with John Hanlon, the adjuster at The Hartford who was handling the [G.G. Family's] cases. Slocumb told Mr. Hanlon that he still represented the [G.G. Family] and obtained an offer from The Hartford.

c. On or about November 2, 2011, SLF called an insurance adjuster in an attempt to settle the claims of [W.A.], purporting to act as his counsel after SLF had already received [W.A.]'s form electing to be represented by R&W on or about October

9, 2011. SLF again contacted an insurance adjuster regarding [W.A.]'s claims after November 4, 2011.

d. On or about October 14, 2011, SLF received [P.S.]'s election form indicating that he chose to be represented by R&W. On or about October 19, 2011, SLF sent a demand on behalf of [P.S.] to the insurance carrier, purporting to act as his counsel.

e. On or about October 18, 2011, SLF received [D.M.]'s election form indicating that she chose to be represented by R&W. On or about October 20, 2011, SLF settled this claim with the liability adjuster, without [D.M.]'s advanced knowledge or consent. [D.M.] received a check in the mail on or about November 2, 2011, without explanation, for approximately half of the settlement amount. Upon calling SLF to inquire about the check, [D.M.] was told that it was her settlement check, and that she could not recover any more than the amount of that check.

f. Slocumb called Kyle Dunlap, an insurance adjuster at Gramercy Insurance, and told him that Whitlock "took off in the middle of the night," that Whitlock "stole" clients, and that Whitlock has no rights to work on matters for former SLF clients.

Refusals to Promptly Transfer Client Files.

19. On two occasions, R&W advised SLF that R&W would visit the Washington, D.C. office of SLF on a particular date and time to pick up the files of clients who had retained R&W. R&W had previously provided a list of these clients to SLF and its counsel, so that SLF could prepare the files. SLF did not object to the proposed pickup. On both occasions, however, Slocumb asked the security officers in the building to escort Roeser and Whitlock from the

building. On the second occasion, Slocumb directed a staff member to deliver only the intake documents from approximately 30 client files (out of roughly 140 client files requested). Slocumb forbid the staff member from delivering medical records and bills along with the intake files, making the delivery of the approximately 30 files more or less useless.

20. Thereafter, on two occasions, R&W was directed by SLF counsel to send a courier to the SLF office at a particular time and date to retrieve the remainder of the files, a list of which had been presented to SLF and its counsel in advance. On both occasions, the courier was informed by SLF that there were no files to retrieve.

21. As of the date of this Counterclaim, SLF still has not transferred certain electronic client files to R&W.

COUNT I
(Defamation Per Se)

22. Counterclaim Plaintiffs hereby replead and incorporate by reference each and every allegation set forth above.

23. Slocumb and SLF, acting through their employees, agents, attorneys, or other representatives, made false and defamatory statements concerning Counterclaim Plaintiffs and published those statements to third parties.

24. Slocumb and SLF acted with actual malice, either with knowledge that the statements were false, or with reckless disregard as to the truth or falsity of the statements.

25. Slocumb's and SLF's publication of false and defamatory statements have caused, are causing, and will continue to cause Counterclaim Plaintiffs to suffer injury to their professional standing, business, trade, reputation and good name.

COUNT II
(Defamation Per Quod)

26. Counterclaim Plaintiffs hereby replead and incorporate by reference each and every allegation set forth above.

27. Slocumb and SLF, acting through its employees, agents, attorneys, or other representatives, made false and defamatory statements concerning Counterclaim Plaintiffs and published those statements to third parties.

28. Slocumb and SLF acted with actual malice, either with knowledge that the statements were false, or with reckless disregard as to the truth or falsity of the statements.

29. Slocumb's and SLF's publication of the false and defamatory statements have caused, are causing, and will continue to cause Counterclaim Plaintiffs to suffer injury to their professional standing, business, trade, reputation and good name.

30. Counterclaim Plaintiffs have suffered harm as a direct and proximate result of Slocumb's and SLF's publication of the false and defamatory statements, including but not limited to loss of actual and expected income, incurring administrative, legal and other expenses to mitigate the damages caused by Slocumb and SLF, and loss of client trust and goodwill.

COUNT III
(Tortious Interference With Prospective Economic Advantage)

31. Counterclaim Plaintiffs hereby replead and incorporate by reference each and every allegation set forth above.

32. Counterclaim Plaintiffs had valid professional and business relationships with their clients and had a reasonable expectancy of fees from those relationships.

33. At all times relevant herein, Slocumb and SLF knew of the relationships between Counterclaim Plaintiffs and their clients and their reasonable expectancy of fees from those relationships.

34. Slocumb and SLF intentionally interfered with the relationship between Counterclaim Plaintiffs and their clients with the intent and effect of causing those clients to terminate their relationships with Counterclaim Plaintiffs.

35. As the direct and proximate result of Slocumb's and SLF's intentional interference with the relationships between Counterclaim Plaintiffs and their clients, Counterclaim Plaintiffs have suffered and continue to suffer injuries and damages.

36. Slocumb and SLF have been unjustly enriched as a consequence of this wrongful conduct.

COUNT IV
(Unfair Competition)

37. Counterclaim Plaintiffs hereby replead and incorporate by reference each and every allegation set forth above.

38. The District of Columbia recognizes a cause of action for unfair competition when a party intentionally disparages the goods, business methods, or services provided by a competitor and thereby causes the competitor to suffer injuries or damages.

39. Slocumb and SLF have engaged in a pattern of unlawful, unfair and/or fraudulent acts designed to unfairly, unethically and unscrupulously undermine and compete with Counterclaim Plaintiffs. Specifically, Slocumb and SLF have published false, defamatory, and misleading information regarding Counterclaim Plaintiffs to its clients and other third parties in order to tarnish Counterclaim Plaintiffs' reputation and deter clients from electing to be represented by Counterclaim Plaintiffs.

40. The foregoing conduct of Slocumb and SLF has injured and will continue to injure Counterclaim Plaintiffs in their business and constitutes a pattern of unfair business acts or an unfair business practice in violation of common law in the District of Columbia.

41. By acting in the manner alleged herein, Slocumb and SLF have been unjustly enriched in that they have wrongfully obtained the business of clients to whom they published the false, defamatory and misleading information regarding Counterclaim Plaintiffs.

COUNT V
(Breach of Contract)

42. Roeser hereby repleads and incorporates by reference each and every allegation set forth above.

43. Roeser and SLF were parties to a valid, legally binding agreement for the provision of services by Roeser.

44. Pursuant to their agreement, Roeser provided legal services to SLF clients, for which he earned compensation.

45. Roeser has not been paid all of the compensation that he earned while employed by SLF.

46. By withholding compensation that Roeser earned while employed at SLF, SLF has committed a material breach of the parties' agreement.

47. As a direct and proximate result of SLF's material breach of the parties' agreement, Roeser has suffered damages.

COUNT VI
(Breach of Contract)

48. Whitlock hereby repleads and incorporates by reference each and every allegation set forth above.

49. Whitlock and SLF were parties to a valid, legally binding agreement for the provision of services by Whitlock.

50. Pursuant to their agreement, Whitlock provided legal services to SLF clients, for

which she earned compensation.

51. Whitlock has not been paid all of the compensation that she earned while employed by SLF.

52. By withholding compensation that Whitlock earned while employed at SLF, SLF has committed a material breach of the parties' agreement.

53. As a direct and proximate result of SLF's material breach of the parties' agreement, Whitlock has suffered damages.

COUNT VII
(Unjust Enrichment)

54. Roeser and Whitlock hereby replead and incorporate by reference each and every allegation set forth above.

55. The services performed by Roeser and Whitlock were performed for the benefit of SLF and were accepted and enjoyed by SLF.

56. The services performed by Roeser and Whitlock were performed under circumstances in which SLF was reasonably notified that Roeser and Whitlock, in performing such services, expected to be paid.

57. SLF has not paid Roeser and Whitlock all of the compensation they are due for services performed.

58. Roeser and Whitlock are legally entitled to be paid for the services rendered to SLF for which they have not been paid.

59. By acting in the manner alleged herein, SLF has been unjustly enriched in accepting and enjoying valuable services of Roeser and Whitlock without paying for those services.

COUNT VIII
(Promissory Estoppel)

60. Roeser and Whitlock hereby replead and incorporate by reference each and every allegation set forth above.

61. SLF promised Roeser and Whitlock that they would be paid for rendering services as employees of SLF.

62. Roeser and Whitlock were induced to work for SLF based on the promise that they would be paid for their services.

63. Roeser and Whitlock reasonably relied to their detriment on the promises of payment for services by SLF by, *inter alia*, working on client matters and foregoing any remuneration from SLF until those matters were resolved.

64. As a consequence, injustice may only be avoided by forcing SLF to pay Roeser and Whitlock for the services they performed.

PRAYER FOR RELIEF

WHEREFORE, Counterclaim Plaintiffs respectfully request that the Court enter judgment against Slocumb and SLF and:

(a) Award compensatory damages against Slocumb and SLF, jointly and severally, in an amount to be proven at trial;

(b) Award punitive damages against Slocumb and SLF, jointly and severally, in an amount to be proven at trial;

(c) Award prejudgment interest;

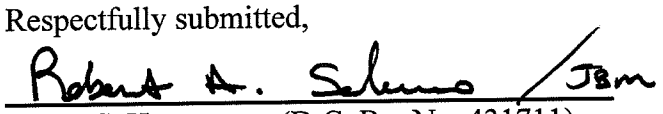
(d) Order Slocumb and SLF to disgorge to Counterclaim Plaintiffs any amounts by which they have been unjustly enriched;

(e) Impose costs on Slocumb and SLF, jointly and severally, pursuant to 28 U.S.C. § 1920; and

(f) Grant such other and further relief as this Court may deem just and proper.

November 28, 2011

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that, on November 28, 2011, a copy of the foregoing was served via U.S. mail and e-mail to the below counsel of record for Plaintiff/Counterclaim Defendant Slocumb Law Firm, LLC and Counterclaim Defendant Michael W. Slocumb:

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