

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

<hr/>		
APCC SERVICES, INC., <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Civil Action No. 99-0696 (ESH)
	)	(consolidated with 01-cv-1531)
AT&T CORP.,	)	
	)	
Defendant.	)	
<hr/>		

**MEMORANDUM OPINION AND ORDER**

Before the Court is AT&T Corp.’s Motion to Disqualify Albert Kramer from representing APCC Services, Inc. and other plaintiffs in the above-captioned matter. This case has been pending since 1999, and Kramer, who until recently was a partner at Dickstein Shapiro L.L.P., had not been representing plaintiffs in their suits against AT&T, but had represented plaintiffs in related suits against Sprint, Cable & Wireless, WorldCom, and Qwest. Those suits have all been resolved, and only this case against AT&T remains.

It is AT&T’s position that Kramer should be removed from this case based on a December 7, 1998 Letter Agreement<sup>1</sup> by which AT&T allowed Kramer, who at the time was a partner, and his firm, Dickstein Shapiro, to represent APCC in certain regulatory matters but not in APCC’s suit against AT&T.<sup>2</sup>

---

<sup>1</sup> The Letter Agreement, which was drafted by the law firm, provided, *inter alia*, that AT&T did not object to the firm’s representation of APCC in “pending general regulatory matters,” but “neither Mr. Kramer nor any other Firm attorney will enter an appearance in or otherwise participate in” APCC’s current litigation against AT&T.

<sup>2</sup> At the time this Letter Agreement was signed, APCC was preparing to file the above-captioned suit against AT&T.

Kramer attempts to circumvent the 1998 Letter Agreement by arguing that it was superseded by agreements between AT&T and Dickstein Shapiro executed on January 17, 2006 and October 1, 2010, whereby AT&T waived ethical conflicts of interest in conjunction with Dickstein Shapiro agreeing to undertake to represent AT&T in additional matters. Having read these three agreements, the Court is persuaded that the 1998 Letter Agreement constitutes an enforceable contract, and that the general waiver contained in the 2006 and 2010 letters did not modify or supersede the more specific contractual obligations set forth in 1998. Moreover, any arguable waiver contained in the latter two letters cannot be construed to include the APCC litigation, since the firm failed to obtain informed consent to Kramer's representation of the plaintiffs in that case. *See* D.C. R. Prof. Conduct 1.7(c)(1).

Finally, Kramer's leaving the firm shortly after entering his appearance in this case on behalf of plaintiffs does not allow him to escape the terms of the 1998 Letter Agreement. That Agreement, as he concedes, bound him personally at the time it was signed, since it named him specifically. The Agreement does not limit its enforceability to only Dickstein Shapiro lawyers, but it specifically targets Kramer by name as being precluded from representing APCC against AT&T. There can be no doubt that Kramer, as well as "other attorneys of the firm," are barred from participating in this case, and only Kramer is covered by this prohibition even if he is no longer at the firm.

For these reasons, it is hereby

**ORDERED** that AT&T Corp.'s Motion to Disqualify [dkt. # 149] is **GRANTED**; it is further

**ORDERED** that AT&T Corp's Motion for Oral Hearing [dkt. #149] is **DENIED** as moot; it is further

**ORDERED** that Albert Kramer is disqualified from further representation of the plaintiffs in the above-captioned matter; and it is further

**ORDERED** that the parties are to contact Special Master Levie to establish a discovery schedule so that this litigation may be completed as expeditiously as possible.

**SO ORDERED.**

/s/  
ELLEN SEGAL HUVELLE  
United States District Judge

Date: July 6, 2011

cc: Special Master Hon. Richard A. Levie (Ret.)  
ADR Associates, L.L.C.  
1666 Connecticut Avenue, NW  
Washington, DC 20009