VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF CHARLES T. TUCKER — **VSB DOCKET NO. 25-052-133577**

AGREED DISPOSITION MEMORANDUM ORDER (SIX-MONTH SUSPENSION OF PRIVILEGE TO PRACTICE LAW IN VIRGINIA)

On December 2, 2025, this matter was heard, telephonically, by the Virginia State Bar Disciplinary Board (the "Board") upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by Part Six, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Alison G. M. Martin, First Vice Chair (the "Chair"); David J. Gogal, Robin J. Kegley, Mary Beth Nash; and Samuel Massenberg, Jr., Lay Member. The Virginia State Bar was represented by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel. Charles T. Tucker (the "Respondent") was present and was represented by counsel, Dennis J. Quinn. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing this matter to which each member responded in the negative. Jennifer Thomas, court reporter, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

WHEREFORE, upon consideration of the Agreed Disposition, the Certification, Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Board accepts the Agreed Disposition and the Respondent shall receive a Six-Month Suspension of Privilege to Practice Law in Virginia, as set forth in the

Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective December 2, 2025.

It is further **ORDERED** that the Respondent must comply with the requirements of Part Six, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. The Respondent must forthwith give notice by certified mail of the Suspension of his license to practice law in the Commonwealth of Virginia, to all clients for whom he is currently handling matters and to all opposing Attorneys and presiding Judges in pending litigation. The Respondent must also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of her clients. The Respondent must give such notice immediately and in no event later than fourteen (14) days of the effective date of the Suspension, and make such arrangements as are required herein as soon as is practicable and in no event later than forty-five (45) days of the effective date of the Suspension. The Respondent must also furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within sixty (60) days of the effective date of the Suspension that such notices have been timely given and such arrangements have been made for the disposition of matters.

It is further **ORDERED** that if the Respondent is not handling any client matters on the effective date of the Suspension, he shall submit an affidavit to that effect within sixty (60) days of the effective date of the Suspension to the Clerk of the Disciplinary System at the Virginia State Bar. The Board must decide all issues concerning the adequacy of the notice and arrangements required herein. The burden of proof shall be on the Respondent to show compliance. If the Respondent fails to show compliance, the Board may impose a sanction of Revocation or additional Suspension for failure to comply with the requirements of subparagraph 13-29.

It is further **ORDERED** that pursuant to Part Six, Section IV, Paragraph13-9.E, of the

Rules of the Supreme Court of Virginia, the Clerk shall assess all costs against the Respondent.

It is further **ORDERED** that an attested copy of this Order be mailed by the Clerk to the Respondent by electronic, first-class and certified mail, return receipt requested, to his Virginia State Bar address of record, at 8181 Professional Place, Suite 207, Hyattsville, MD 20785, and a copy by electronic mail to Dennis J. Quinn, Respondent's Counsel, and by electronic and first-class mail to Muriel-Theresa Pitney, Clerk of the Supreme Court of Virginia, and a copy by electronic mail to Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel.

ENTERED THIS 2nd DAY OF DECEMBER, 2025
VIRGINIA STATE BAR DISCIPLINARY BOARD

Alison G. M. Martin
First Vice Chair

RECEIVED
Nov 24, 2025
VIRGINIA STATE BAR
CLERK'S OFFICE

VIRGINIA:

BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
CHARLES T. TUCKER

VSB Docket No. 25-052-133577

AGREED DISPOSITION
(SIX-MONTH SUSPENSION OF PRIVILEGE TO PRACTICE LAW IN VIRGINIA)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar, by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel, and Charles T. Tucker, Respondent, and Dennis J. Quinn, Respondent's counsel, hereby enter into the following Agreed Disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Respondent is a member of the Maryland and District of Columbia Bars. He is not a member of the Virginia State Bar ("VSB"), however, as set forth below, this matter pertains to Respondent's representation of a client in a Virginia federal court.
2. On July 19, 2021, Complainant Jamie Carroll hired Respondent to represent her in an employment discrimination matter against Amazon Data Services ("Amazon"). Carroll agreed to pay a fee of 40% of total recovery, plus a $375 administrative fee.
3. On October 19, 2021, Respondent filed suit in the United States District Court for the Eastern District of Virginia. Respondent worked with local counsel Alex Taylor and was admitted *pro hac vice*.
4. On November 12, 2021, Amazon filed a motion to dismiss Count III of Carroll's complaint, which alleged that Amazon created a hostile work environment. Amazon's motion to dismiss did not address Count I (disparate treatment) or Count II (retaliation).

5. Carroll's response was due on December 2, 2021, and Amazon's reply was due on December 7, 2021. Although Amazon initially noticed a hearing, the court decided to rule on the pleadings.

6. While the motion to dismiss Count III remained pending, Amazon offered to settle the matter for a total of $40,000. On March 28, 2022, Carroll emailed Respondent that she disagreed with the settlement amount because "[a]fter taxes/fees I will be left with $12,000 that's nothing. I can't sign off on that."

7. Four minutes later, Respondent responded, "[Y]ou are getting 12k with no taxes being taken out. The other 12k will be taxed because it has to be as it is for wages. So after taxes you should have another 8 or 9k so you will get at least 20k after taxes. not 12."

8. Later on March 28, 2022, Respondent told Carroll, "Be mindful if you do not send back the signed agreement before the Judge decides to dismiss the case, you could wind up with nothing. So every day that goes by, you are taking a huge risk."

9. Amazon's proposed settlement agreement included a limitation on Carroll's future ability to work for Amazon or entities or facilities affiliated with Amazon. On March 29, 2022, Carroll asked Respondent whether the settlement agreement would require Carroll to quit her job if she were already employed at a place where Amazon planned to do business.

10. Respondent replied, "If you are employed with a place that plans to do business with Amazon that does not stop you from working there." Carroll responded, "Even if this settlement says I have to refuse assignment and notify my employer? And im [sic] asking because I am working in a place that plans to do business with them. I would need access to their sites. I did not know this would happen prior to accepting employment. My job role requires me to work with them to interact with them."

11. Respondent replied, "I do not think it would impact you if your company does wind up working with Amazon."

12. Carroll replied:

> Okay here's the thing, I don't need to know if there is a possibility it won't. I need to know if it will or will not. Amazon controls so much of the tech industry and so much of the cloud services that I would be blocked from pretty much working anywhere. I can not agree to sign off on a document written like this for $40,000. It's not just about the amount of money for me but they did me wrong and now there [sic] trying to put stipulations on who I can and can not work for, that is not right. I would be a complete fool to sign off on this and accept that little bit of money plus be blocked from a career I worked hard to build for myself. Thank you for trying I do appreciate your assistance but this offer doesn't sit well with my spirit.

13. On March 31, 2022, Respondent emailed opposing counsel Jocelyn Cuttino to ask about removing the provision stating that she cannot work with any company working with Amazon. Cuttino responded, "The agreement does not preclude her from working with any company working with Amazon, it just means that she can't accept an assignment at an Amazon facility. She could work with any company as long as she doesn't accept an assignment with Amazon through that company."

14. Respondent forwarded this email to Carroll and said, "In light of this I see no reason for you not to sign. . . . So lets [sic] get this settled before this becomes possibly dismissed and you will not get one penny."

15. Carroll reiterated that she would not sign the agreement because it would put her job at risk. After Respondent pushed her some more, she explained:

> Amazon rents space from other data centers to host there [sic] cloud environment. It will be set up like all there [sic] other locations, inorder [sic] for me to access I will have to go through there [sic] badging process. Telling my employer no is insubordination and I will be terminated. I am a Data Center Technician I perform a wide variety of work for my employer. I'm not going to disclose my employer or any part of my assignment right

> now as it is none of Amazon's business, I need my job. They will find out when I go through the badging process with them.

16. In April 2022, Carroll and Respondent exchanged numerous emails about why Carroll would not agree to a $40,000 settlement that limited her current and future employment.

17. On May 31, 2022, Carroll followed up with Respondent. Respondent replied, "I believe we have come up with some terms that should work for you. They are going to grant an exception for your current employer and change the language to a knowingly provision for future employment. This will provide you with more latitude with future opportunities without limitation."

18. On June 10, 2022, Respondent emailed Carroll that "they need your employer information to add to the agreement so we can get this finalized." Carroll replied that she was not comfortable identifying her employer, to which Respondent replied, "Then I will make up a company as a filler and we will go with that."

19. When later questioned about this statement by VSB Investigator Amanda Miller, Respondent said that he did not mean that he was going to make up a company. Instead, Respondent claimed he meant he was going to identify a parent company he could use.

20. Carroll responded to Respondent that this was unethical and she would not sign a document with "deliberately false information." Respondent replied, "What we can do is just leave it out."

21. On June 22, 2022, Respondent emailed Carroll, "As promised they did not include any exceptions for your current employer. They are holding you to a known provision. So your defense will always will [sic] be you simply did not know and that is something that protects you from any future action."

22. Also on June 22, 2022, Respondent advised Carroll that "only half of your monies will be taxable. The rest will be paid out to you as part of the settlement without taxes. The part that is taxed can be used against your taxes next year for recovery when you file for next year."

23. Carroll asked Respondent whether she would be expected to pay taxes on the currently untaxed portion later, and Respondent said, "No that part under federal law settlement monies paid for punitive damages is not taxed."

24. However, in response to Carroll's subsequent bar complaint, Respondent stated, "We did not offer any tax advice for her as these were areas not within the scope of our representation, and we are not trained in this area of expertise." Respondent later claimed to VSB Investigator Miller that he did not tell Carroll that the funds would not be taxed, and that he had told Carroll to consult a tax professional.

25. Carroll signed the settlement agreement on June 23, 2022. The agreement stated that Carroll would receive one check in the amount of $12,000 with federal, state, and local tax withholdings and deductions, that would be reported on a W2 form. The agreement also stated that Carroll would receive one check for $12,000, which would be reported on a Form 1099 to Carroll. The agreement stated that if the IRS or other authority determines that additional taxes are owed on these payments, Carroll "shall be solely responsible for the payment of such taxes" except for any employer share or contribution required to be paid by Amazon.

26. Regarding future employment, Carroll agreed to the following:

> **9. NO FUTURE EMPLOYMENT**
>
> Carroll agrees that (i) her employment with Amazon was terminated on September 15, 2020; (ii) she will not knowingly apply for employment or reemployment with Amazon (including any parent, sister, affiliated or related corporations); (iii) she will not knowingly apply for or accept employment at any Amazon facility as a temporary or contingent worker, or contractor through any temporary services providers or agencies, or as an independent contractor; (iv) if asked by a third-party employer, temporary services provider, vendor, or agency to perform work at an Amazon facility, she must refuse the assignment; and (v) Amazon has no duty to rehire or reemploy Carroll in the future.

27. On or about August 2, 2022, Carroll received one check for $7,771.86 and one check for $12,000. Amazon sent Respondent a separate check for his $16,000 fee.

28. On August 8, 2022, the Court issued a Memorandum Opinion and Order granting the motion to dismiss Count III of the Complaint without prejudice.

29. On August 25, 2022, Respondent filed a Notice of Voluntary Dismissal of Action with Prejudice in Carroll's case. The Court entered an order dismissing the case on August 31, 2022.

30. Approximately two years later, on August 26, 2024, Carroll emailed Respondent that Amazon had reported to the IRS that it paid her $40,000 in 2022, and they claimed they sent her a W2 reporting $12,000 and a 1099 reporting $28,000.

31. Carroll sent Respondent multiple emails about how unhappy she was with the outcome. Carroll also filed this bar complaint.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

Pursuant to Virginia Rule of Professional Conduct 8.5(a), Respondent is subject to the disciplinary authority of Virginia because he provided legal services in Virginia by representing Carroll in the United States District Court for the Eastern District of Virginia. Pursuant to Rule

8.5(b)(1), the Virginia Rules of Professional Conduct apply because Respondent's conduct was in connection with a matter pending in a federal court located in Virginia.

RULE 1.4 Communication

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

By failing to explain the terms and consequences of the settlement to Carroll to the extent reasonably necessary to permit Carroll to make informed decisions regarding the representation, including by inaccurately representing the tax consequences of the settlement, minimizing and dismissing her concerns regarding limitations on future employment, and telling her that if the court ruled on the motion to dismiss before she signed the settlement, she would not receive "one penny," Respondent violated Rule 1.4(b).

RULE 8.1 Bar Admission and Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

(a) knowingly make a false statement of material fact[.]

By telling the VSB in response to Carroll's bar complaint that he did not provide Carroll with any tax advice, and by telling VSB Investigator Miller that he did not tell Carroll that one of her $12,000 checks would not be taxed, and by claiming that he never proposed a plan to make up a company, Respondent violated Rule 8.1(a).

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law[.]

By making inaccurate and misleading statements in order to convince Carroll to accept an offered settlement, including giving her inaccurate information about the tax consequences of her settlement, expressing a plan to create an alias company for the defendant about where Carroll worked, and claiming that Carroll's case was on the brink of dismissal even though only one of the three counts was subject to dismissal at that time, violated Rule 8.4(b).

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Disciplinary Board for its approval the agreed disposition of a six-month suspension of his privilege to practice law in Virginia as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. Bar counsel and Respondent agree that the effective date for the sanction shall be the date of entry of the Disciplinary Board Order approving this Agreed Disposition.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9.E of the Rules.

THE VIRGINIA STATE BAR

By:______________________________
Elizabeth K. Shoenfeld
Senior Assistant Bar Counsel

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Charles T. Tucker
Respondent

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Dennis J. Quinn
Respondent's Counsel