

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

IN RE GRAND JURY INVESTIGATION OF AMBER CROWDER, aka AMBER HINES, SHAUNA BRUMFIELD, aka SHAUNA SNELL, PERSON B, & PERSON A
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Case No. 17-mc-2113 (BAH)

Chief Judge Beryl A. Howell

**ORDER**

Based upon the government's proffer set out in its Motion to Disqualify Gregory L. Lattimer as Counsel for Person B, ECF No. 1, and upon consideration of the related legal memoranda in support and in opposition, and the hearing held on September 20, 2017, the government has made a sufficient showing to support the following--

**FINDINGS**

1. The government is conducting a grand jury investigation into whether Amber Hines, also known as Amber Crowder, unlawfully used her position as a District of Columbia Public Schools ("DCPS") employee in the Office of Special Education ("OSE") to benefit financially herself and Shauna Brumfield, also known as Shauna Snell, using two companies created by Ms. Brumfield: Education Connection, LLC ("Education Connection") and A Simple Solution, LLC ("A Simple Solution"). The criminal activity under investigation occurred prior to the marriage, on June 27, 2014, of Amber Hines to her husband, Person B.
2. Gregory Lattimer has served as counsel to both Ms. Hines and Person B during the grand jury investigation, even though the government has informed Mr. Lattimer that Ms. Hines is a target of the investigation and that Person B is currently a subject of the investigation as it relates to A Simple Solution. The government wishes to discuss a possible pre-indictment

disposition with Person B, but has not done so because of the conflict of interest that exists between Mr. Lattimer's representation of both Person B and Ms. Hines, a subject and target, respectively, of the grand jury investigation.

3. The government proffers that, in the summer of 2012, Ms. Hines was tasked with identifying a company to provide temporary administrative assistants for the 2012 – 2013 school year to aid in the scheduling of meetings related to individual education plans (“IEPs”) for special education students, and then with managing those administrative assistants. Rather than select a supplier listed on the District's Supply Schedule, on August 22, 2012, Ms. Hines, on behalf of OSE, recommended A Simple Solution, a company Ms. Hines falsely described in documentation supporting this selection as “a full-service Staffing and Human Resources Management firm that assists educational institutions with the administrative burden of recruiting, training, and scheduling staff” and, further, “has provided the Office of Special Education with excellent customer service by being highly responsive, proving that if any issues arise, they will be easily reachable,” when the company was actually not incorporated until August 7, 2012 and did not have a bank account in the company's name until October 15, 2012.
4. OSE chose A Simple Solution to provide administrative assistants in reliance on the information provided by Ms. Hines, as well as her personal recommendation. She did not disclose to any DCPS official that A Simple Solution was controlled by her best friend, Ms. Brumfield. From on or about October 31, 2012, to on or about March 31, 2014, DCPS mailed checks totaling approximately \$222,000 to A Simple Solution, and between on or about January 10, 2013, and continuing to on or about August 28, 2013, Ms. Brumfield

transferred approximately \$19,164 from the A Simple Solution bank account to Ms. Hines's personal bank account.

5. DCPS entered into two separate contracts with A Simple Solution to provide administrative assistants for the entire 2012 – 2013 school year. The first contract was executed, on or about August 27, 2012, and signed by Person B on behalf of A Simple Solution as the “Chief Financial Officer.” This contract identifies Amber Crowder as identified as a “Key Point of Contact” for OSE. At the time when Person B signed the contract, A Simple Solution had no bank account and Person B was the owner and chief financial officer of The Chappelle Group, a healthcare financial consulting firm, and the owner of the Southeast Restaurant Group, a restaurant management and food services business.
6. The second contract between DCPS and A Simple Solution was entered on or about September 26, 2012, and was signed by Ms. Brumfield's then-boyfriend, Person A, who signed the contract on behalf of A Simple Solution as the “Branch Manager.” The bank account records for A Simple Solution indicate that neither Person B nor Person A received any type of salary or financial compensation for their purported positions at A Simple Solution. In the government's view, Person B and Person A signed these contracts in order to make it appear that A Simple Solution was an established and reputable corporation rather than a corporation operated from Ms. Brumfield's residence that had been in existence for less than two months with no bank account.
7. Applicable professional standards require each lawyer to represent vigorously and loyally the interests of a single client, which interests are likely to be compromised by the nature of the direct conflict present here.<sup>1</sup> Specifically, the same lawyer represents both a subject, who is

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<sup>1</sup> Among the professional ethical rules directly implicated by Mr. Lattimer's representation of both a target and subject of a grand jury investigation are D.C. Rule of Professional Conduct 1.7, which instructs that an attorney

also a potential target of the grand jury investigation, as well a clear target involved in the same conspiracy, raising significant risk that one may become a witness against the other and, since the subject appears to have less involvement in the alleged criminal conspiracy than the target, different approaches and legal strategy may be required. This conflict of interest is so apparent as to raise concern about “ensuring that criminal trials are conducted within ethical standards of the [legal] profession and that legal proceedings appear fair to all who observe them,” *United States v. Lopsierra-Gutierrez*, 708 F. 3d 193, 200 (D.C. Cir. 2013) (quoting *Wheat v. United States*, 486 U.S. 153, 161 (1988)). Therefore, for the Court’s own institutional interests, Mr. Lattimer must be disqualified from continuing to represent Person B in this investigation.

Accordingly, it is hereby

**ORDERED** that the Government’s motion to disqualify Gregory L. Lattimer from representing Person B is GRANTED; and it is further

**ORDERED** that Gregory L. Lattimer is disqualified from representing Person B in connection with the ongoing criminal investigation of the activities of Amber Hines, Shauna Brumfield, Education Connection LLC and A Simple Solution, LLC.

**SO ORDERED.**

Date: September 27, 2017



*Beryl A. Howell*

BERYL A. HOWELL  
Chief Judge

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“shall not represent a client with respect to a matter if . . . [s]uch representation will be or is likely to be adversely affected by representation of another client;” or “[r]epresentation of another client will be or is likely to be adversely affected by such representation,” and, relatedly, D.C. Rule of Professional Conduct 1.3(a), which requires a lawyer to “represent a client zealously and diligently within the bounds of the law.”