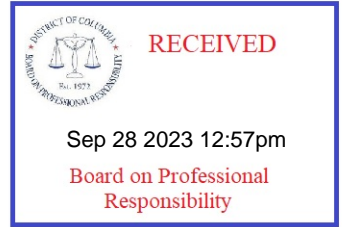


**DISTRICT OF COLUMBIA COURT OF APPEALS  
BOARD ON PROFESSIONAL RESPONSIBILITY**



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**In the Matter of**

**STEVE LARSON-JACKSON, Esquire,**

**Respondent**

**Member of the Bar of the District of  
Columbia Court of Appeals**

**Bar Number 414847**

**Date of Admission: August 3, 1988**

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: **Disc. Docket Nos. 2017-D280;**  
: **2019-D298; 2020-D207; and**  
: **2022-D011**  
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**SPECIFICATION OF CHARGES**

The disciplinary proceedings instituted by this petition are based upon conduct that violates the standards governing the practice of law in the District of Columbia as prescribed by D.C. Bar Rule X and D.C. Bar Rule XI, § 2(b).

Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar Rule XI. Pursuant to D.C. Bar Rule XI, § 1(a), jurisdiction is found because:

1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted by motion on August 3, 1988, and assigned Bar number 414847. Respondent is also licensed to practice law in Maryland.

2. By 2020, Respondent maintained at least four trust accounts into which he deposited client funds: a Bank of America IOLTA account ending in 3181 (BOA IOLTA I); a Bank of America IOLTA account ending in 1136 (BOA IOLTA II); a

United Bank IOLTA account ending in 5955; and a Citibank trust account ending in 4074.

3. At or around the time he opened his United Bank IOLTA account, Respondent also applied for and obtained a check card that he could use to debit funds directly from the account.

4. By 2020, Respondent maintained at least three operating accounts: a Bank of America operating account (ending in 1123); a United Bank operating account (ending in 1237); and a Citibank operating account (ending in 1152).

**COUNT I**  
**Docket No. 2017-D280**  
***BOA IOLTA I Recordkeeping Matter***

5. On July 27, 2017, Respondent overdrew his BOA IOLTA I account in the amount of \$3,498.43.

6. On September 12, 2017, Disciplinary Counsel sent Respondent a letter advising him that the office had received an overdraft notice from Bank of America and was conducting a preliminary investigation of the matter.

7. On or around September 27, 2017, Respondent sent a letter to the Office of Disciplinary Counsel stating that the overdraft was caused when a client check for \$6,000 “bounced.” Respondent further stated that “[t]here were no funds of other clients in the trust account.”

8. On October 24, 2017, Disciplinary Counsel sent Respondent a letter asking him to explain the purpose of the various deposits into, and withdrawals from, the BOA IOLTA I account for the period June 1, 2017, through August 31, 2017. Disciplinary Counsel also subpoenaed from Respondent copies of all records pertaining to his handling of funds in the account for that period.

9. On November 13, 2017, Respondent sent a response to Disciplinary Counsel. Respondent stated that “all payments into the account have come from [the client] and all payments have been by wire transfer following the bounced check.” As to withdrawals, Respondent stated “I take funds as the work is done.” Regarding the BOA IOLTA I account, Respondent further stated: “To the best of my knowledge, there are no funds belonging to anyone else [besides the one client] associated with the account.” In response to Disciplinary Counsel’s subpoena, Respondent provided the retainer agreement and billing records from the single client matter.

10. Disciplinary Counsel later asked Respondent to explain two cash deposits totaling \$350 into the BOA IOLTA I account between June 1, 2017, and August 31, 2017, as well as a \$107 deposit designated on the bank statements as a “Safe Deposit Box Rent Refund,” which did not appear related to his representation of the client. Disciplinary Counsel requested Respondent to provide any documentation he had in support of his explanation.

11. Respondent responded via letter, stating that “You are correct in your assessment, those deposit[s] did not have any relationship to representing [the client].” In apparent explanation of all three deposits, Respondent stated “[t]his is what I think happened” and discussed alleged issues surrounding the rental of the safe deposit box.

12. Respondent did not provide documentation in support of his explanation and never provided additional documentation to Disciplinary Counsel in response to its subpoena for copies of all records pertaining to his handling of funds in the account for that period.

13. Respondent’s conduct violated D.C. Rule 1.15(a) in that Respondent failed to maintain complete records regarding his handling of trust account funds.

**COUNT II**  
**Docket No. 2019-D298**  
***Washington Estate Matter and United Bank IOLTA Recordkeeping***

14. On September 1, 2019, Respondent had \$16.37 in his United Bank IOLTA.

15. On September 6, 2019, Respondent made a \$749 cash deposit into the United Bank IOLTA account. Later that day, he transferred \$735 out of the account, noting on the debit slip “office rent.”

16. On October 24, 2019, Respondent made a \$17.28 purchase for a taxi service, using funds from his United Bank IOLTA account, causing an overdraft.

17. On March 5, 2020, after receiving an overdraft notice from United Bank, the Office of Disciplinary Counsel asked Respondent to explain the circumstances of the overdraft and describe his procedures for handling entrusted funds. Disciplinary Counsel also requested him to produce his complete records, as required by D.C. Rule of Professional Conduct 1.15, for the period September 1, 2019, through November 31, 2019.

18. In his March 24, 2020, response, Respondent attributed the overdraft in his United Bank IOLTA account to a mathematical error. He provided only three monthly bank statements in response to Disciplinary Counsel's request for records.

19. On August 24, 2020, Disciplinary Counsel sent Respondent a follow-up letter. Disciplinary Counsel requested that Respondent explain the deposits and withdrawals from his United Bank IOLTA between September 1, 2019, and November 31, 2019, which included multiple debits for personal expenses and ATM withdrawals.

20. In his September 21, 2020 response, Respondent said he was unable to explain the source of the \$749 deposit on September 6, 2019, stating that his "records are inconclusive as it relates to the source of the deposit."

21. In his September 21, 2020 response, regarding his withdrawals, Respondent stated that "[d]uring the month, if I have earned the funds, then I use them via disbursements."

22. In support of his September 21, 2020 response, Respondent provided work product from client matters. This included billing records for his representation of Glenda Washington, the personal representative in a probate matter filed in D.C. Superior Court.

23. Respondent had entered into a retainer agreement with Ms. Washington on or around July 26, 2018. He agreed to an initial retainer payment of \$3,000 and that it would be billed against at the rate of \$400 an hour. Ms. Washington wired into Respondent's United Bank IOLTA the \$3,000 payment on July 27, 2018, bringing the balance in that account to \$4,111.57.

24. After receiving Respondent's September 21, 2020 response, Disciplinary Counsel obtained additional records for the United Bank IOLTA, dating back to July 2018. These records show that on July 30, 2018, Respondent transferred \$1,400 from his United Bank IOLTA account into his United Bank operating account, which had a balance of \$89.30 prior to the transfer. Respondent then withdrew \$1,350 from his United Bank operating account. Also on July 30, 2018, Respondent withdrew an additional \$750 from his United Bank IOLTA account, leaving a \$1,961.57 balance.

25. According to his billing records, Respondent did not begin work on Ms. Washington's case until August 2, 2018. He did not obtain authorization from Ms. Washington to withdraw fees before they were earned. Accordingly, before August

2, 2018, he should have been holding all \$3,000 of Ms. Washington's payment in trust. Moreover, Respondent made an additional transfer to his operating account on August 2, 2018, and two additional withdrawals on August 6, 2018, reducing the balance in his IOLTA account to \$123.89. According to his billing records, Respondent should have been holding \$1,450 in trust on behalf of Ms. Washington on August 6.

26. Separately, from July 27, 2018 through April 30, 2019, Respondent made multiple deposits into, and withdrawals from, his United Bank IOLTA account.

27. On December 20, 2022, Disciplinary Counsel sent Respondent a letter asking him to explain the purpose of the various deposits and withdrawals. Disciplinary Counsel also subpoenaed all of Respondent's financial records.

28. In response, Respondent:

- was unable to identify what, if any, client was associated with multiple deposits;
- could not provide records establishing the source of the funds for multiple deposits; and
- could not provide documentation explaining multiple withdrawals.

29. Respondent's conduct violated:

a. D.C. Rule 1.15(a) in that he failed to maintain complete records of his handling of trust account funds as described in this count; and

b. D.C. Rule 1.15(a) in that he recklessly and/or intentionally misappropriated client funds.

**COUNT III**  
**Docket No. 2020-D207**  
***Cyrus Matter***

30. On or around February 5, 2016, Ms. Allora Cyrus retained Respondent in connection with probating the estate of her mother, who died on January 31, 2016. In a written retainer agreement, Respondent agreed to represent Ms. Cyrus at a discounted rate of \$340 an hour. Respondent further agreed to send Ms. Cyrus a bill every 30 days “detailing the work that has been done the preceding month.” The fee agreement provided for a \$3,000 advance fee to be drawn down at the hourly rate.

31. Respondent did not send Ms. Cyrus a bill every 30 days as agreed to in the retainer agreement.

32. On February 5, 2016, Ms. Cyrus paid the \$3,000 advance fee by personal check. Respondent cashed the check the same day. When later asked by Disciplinary Counsel, Respondent could not state where (or if) he deposited these funds into one of his accounts and he did not produce records demonstrating what he did with the funds.

33. On or around February 25, 2016, Ms. Cyrus paid Respondent another \$3,000 in advance fees by personal check.

34. On or around February 26, 2016, Respondent negotiated the second



\$3,000 check. When later asked by Disciplinary Counsel, Respondent could not state where (or if) he deposited these funds in trust or produce records demonstrating what he did with the funds.

35. On February 26, 2016, Respondent filed in Maryland probate court a petition for administration of the *Goode* estate on behalf of Ms. Cyrus. He requested that the court appoint Ms. Cyrus personal representative, pursuant to the terms of the will.

36. On February 26, 2016, the Maryland court appointed Ms. Cyrus personal representative.

37. In or around March of 2016, Respondent advised Ms. Cyrus that she needed to have a trust in her name. Ms. Cyrus accepted Respondent's advice and asked him to prepare a trust on her behalf. Respondent requested an additional \$4,000 to prepare the trust and Ms. Cyrus wrote Respondent a personal check for that amount on March 14, 2016. Respondent did not provide a separate retainer agreement for his work in preparing her trust. Respondent did not request or obtain Ms. Cyrus's consent to hold the \$4,000 advanced funds in anything other than a trust account.

38. On March 15, 2016, Respondent, without Ms. Cyrus's authorization, deposited the \$4,000 check directly into his Citibank operating account, which, at the time, had a negative balance.

39. No later than May 9, 2016, and without having filed any petition for fees with the Maryland court in accordance with Maryland Estates and Trusts Code § 7-602, Respondent advised Ms. Cyrus that she should reimburse herself with estate funds for monies she paid him in legal fees. Respondent did not advise Ms. Cyrus that any legal fees paid with estate funds required pre-approval from the court. He also did not advise Ms. Cyrus that the Maryland Court would evaluate his fees for reasonableness, and that the court could deny some or all of the fees if it found they were unreasonable.

40. Believing that she could reimburse herself from estate funds without court approval, Ms. Cyrus made two additional payments to Respondent out of her personal funds and at his request. These were:

- An October 24, 2016, payment for \$1,000 in advance fees that was deposited into the Citibank trust account on October 28, 2016. By November 5, 2016, Respondent had withdrawn all or nearly all of this amount from his Citibank trust account; and
- A November 30, 2016, payment for \$6,000 in advance fees that was deposited on the same day into the Citibank trust account. Within five days, Respondent had withdrawn all or nearly all of this amount from his Citibank trust account.

41. On December 19, 2016, Respondent filed with the Maryland Court his Petition and Proposed Order for Allowance of Attorney's Fees. Having advised Ms. Cyrus that she could reimburse herself from estate funds, and having collected \$13,000 from Ms. Cyrus in connection with the estate matter, Respondent requested

that the court approve only \$6,500 in attorney's fees. Respondent stated in the petition "This is the first request and there will be no request for additional attorneys' fees from the estate." Respondent did not disclose in the petition that he had already collected at least \$13,000 from Ms. Cyrus in connection with the estate.

42. Respondent did not provide Ms. Cyrus his fee petition prior to filing it.

43. On December 20, 2016, the Maryland court approved Respondent's Petition for Attorney's Fees, "subject to the notice requirements of Estates and Trust 7-602 and Maryland Rules 6-416(c).

44. By no later than December 19, 2016, Respondent asked Ms. Cyrus for an additional \$3,000 in legal fees.

45. On December 19, 2016, Ms. Cyrus wrote a \$3,000 check to Respondent using an estate account designated "Allora G Cyrus, ADM, Estate of Mary D. Goode."

46. On December 20, 2016, Respondent, without authorization from Ms. Cyrus, deposited Ms. Cyrus's \$3,000 check into his personal checking account at Citibank (ending in 9345), which had a balance of \$9.71.

47. By January 6, 2017, Respondent had made various cash withdrawals and debit card purchases from his personal checking account, reducing the balance to \$33.25.<sup>1</sup> In response to a request from Disciplinary Counsel, Respondent was

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<sup>1</sup> Respondent also made \$600 in deposits during this time period.

unable to provide any records relating to his deposit of Ms. Cyrus's payment into his personal checking account and how he used the funds.

48. On November 21, 2017, Respondent provided Ms. Cyrus with an invoice claiming that he performed \$19,981 worth of work from October 25, 2017, through November 20, 2017. The invoice noted a \$5,000 "credit" to Ms. Cyrus and requested she pay him an additional \$14,981. Respondent also provided Ms. Cyrus with information for his operating account at United Bank so she could wire the funds directly to that account.

49. On or around December 2, 2017, Ms. Cyrus paid Respondent \$8,000 by check from the "Allora G Cyrus, ADM, Estate of Mary D. Goode" account.

50. On December 4, 2017, Respondent deposited the \$8,000 check into his United Bank operating account.

51. Without having filed any new fee petition with the court, Respondent withdrew \$6,000 from his United Bank operating account on December 7, 2017, and another \$1,000 on December 8, 2017. He also made multiple debit purchases from the account over the next week, reducing the balance to \$102.27 by the end of the day on December 11, 2017.

52. On Wednesday, December 27, 2017, Respondent sent Ms. Cyrus another e-mail, attaching a new invoice "showing the unpaid amount from the previous bill and the additional amount incurred for the revised and second

accounting.” Respondent stated that he “would like to receive full payment on or before Saturday.” The invoice reflected a purported additional \$2,661.80 worth of work performed since the prior invoice.

53. On or around December 29, 2017, Ms. Cyrus wrote Respondent a check for \$2,661.80 on the estate account.

54. On January 9, 2018, Respondent, without having filed any new fee petition, deposited the check into his United Bank operating account, which, at the time, had a negative balance of -\$92.27.

55. On January 11, 2018, Respondent, without having filed any new fee petition, and without depositing any additional funds into his United Bank operating account, withdrew \$665 from his operating account.

56. Also on January 11, 2018, Respondent transferred \$1,859 from his United Bank operating account into his United Bank trust account, which had a balance of \$677.73 before the transfer. By the end of January 2018, Respondent had made multiple purchases and withdrawals from his United Bank IOLTA account, reducing the balance to \$154.05.

57. On or around January 30, 2018, Allora Cyrus retained new counsel, Aimee D. Griffin, Esq., to assist in administering the estate.

58. On February 20, 2020, Ms. Cyrus filed on her own behalf and on behalf of the Estate of Mary D. Goode a malpractice complaint against Respondent and his

firm.

59. The malpractice matter settled on or around September 18, 2020.

60. Ms. Cyrus filed a bar complaint against Respondent in October 7, 2020,

61. On June 9, 2021, Disciplinary Counsel subpoenaed Respondent's file in the *Goode* matter, including all financial records.

62. The records Respondent provided in response failed to account for all Ms. Cyrus's payments and failed to establish that Respondent had performed adequate services entitling him to the funds he took as fees.

63. On December 6, 2022, Respondent, after advising Disciplinary Counsel of his intent to do so, sent Ms. Cyrus a check for \$3,000 and told her he "mistakenly deposited" her December 2016 check into his personal checking account.

64. Respondent's conduct violated the following Maryland Rules of Professional Conduct, made applicable by D.C. Rule of Professional Conduct 8.5(b)(1):

a. Rule 19-301.1, in that Respondent failed to provide competent representation when he failed to advise Ms. Cyrus that payment of attorney's fees was subject to prior court approval by the Maryland court;

b. Rule 19-301.5(a), in that he collected estate funds as fees without prior approval of the Maryland court;

c. Rule 19-301.15(a), in that he engaged in reckless and/or

intentional misappropriation, both by collecting and using estate funds in payment of his fees without prior court approval and taking and using Ms. Cyrus's personal funds without her authority before they were earned;

d. Rule 19-301.15(a), in that he commingled client funds with personal funds;

e. Rule 19-301.15(a) in that he failed to maintain complete records of his handling of trust account funds;

f. Rule 19.308.4(c) in that, after he informed Ms. Cyrus she could reimburse herself from estate funds, he sought court approval for a fraction of the fees that Ms. Cyrus had paid without discussing the matter with Ms. Cyrus or disclosing to the court the full amount of fees that he had collected from Ms. Cyrus; and

g. Rule 19.308.4(d) in that Respondent failed to obtain court approval for fees and misappropriated funds, which constituted conduct prejudicial to the administration of justice.

**COUNT IV**  
**Docket No. 2022-D011**  
***Jones Estate Matter***

65. In or around February 21, 2020, Respondent began representing Michael Jones, the personal representative in a Maryland estate matter: *Estate of George Druery Jones*.

66. On or about the same day, Mr. Jones paid Respondent a \$3,000 advance fee. Respondent failed to maintain records demonstrating where he deposited the advance fee.

67. On or around October 30, 2020, Mr. Jones paid Respondent \$1,500 in legal fees for services rendered. On October 30, 2020, Respondent deposited the check into his BOA operating account.

68. On December 23, 2020, Respondent, without having filed any fee petition with the Maryland court, deposited directly into his BOA operating account a check drawn on the *Jones* estate account for \$1,842.02 for his legal fees. Immediately before this deposit, the balance in Respondent's operating account was \$293.80.

69. Within one week of depositing the *Jones* estate funds in his BOA operating account, Respondent wrote two checks to himself totaling \$1,400, removing at least \$1,100 of the *Jones* estate funds from his operating account.

70. On March 23, 2021, without having filed any fee petition, Respondent received a wire transfer from the *Jones* estate account into his BOA operating account for \$2,600.

71. On March 23, 2021, Respondent made a Zelle transfer out of his BOA operating account for \$3,200. On March 26, 2021, he made another Zelle transfer out of his operating account for \$1,000. On March 29, 2021, he transferred \$1,000



out of the operating account via international wire. On March 30, 2021, he transferred another \$1,000 out of the account via international wire. Due to these transfers, along with fees and smaller withdrawals, the balance in Respondent's operating account fell to \$59.70 by March 30, 2021.

72. On April 19, 2021, without having filed any fee petition, Respondent received a wire transfer from the *Jones* estate account into his BOA operating account for \$800. By April 26, 2021, the balance in Respondent's operating account dropped to \$100.

73. On June 21, 2021, Respondent filed a first and final account in the *Jones* estate matter. The account reflected that Mr. Jones had written a check to himself for \$4,500 as a reimbursement for fees he paid to Respondent. It also reflected that estate funds were used to pay Respondent – the check for \$1,842.02, and the wire transfers for \$2,600 on March 23 and \$800 on April 19.

74. On August 13, 2021, without having filed any petition for fees with the Maryland court, Respondent deposited directly into his BOA operating account a check drawn on the *Jones* estate account for \$4,000 for his legal fees.

75. On August 16, 2021, Respondent transferred \$4,000 from his operating account into his BOA IOLTA II. By August 24, 2021, without having filed a fee petition, Respondent had transferred at least \$900 of these funds back to his operating account.

76. On September 8, 2021, Respondent filed an amended first and final accounting in the *Jones* estate matter. In this filing, Respondent did not disclose the \$2,600 payment with estate funds on March 23, or his receipt of an additional \$4,000 in August 2021.

77. On September 8, 2021, Respondent also filed in the *Jones* matter a petition for compensation for personal representative and attorney. Respondent requested \$11,066 in fees.

78. Notwithstanding that the court had not granted Respondent's fee petition, Respondent made multiple transfers from his BOA IOLTA II to his BOA operating account, reducing the balance in the IOLTA II account to \$75.08 by October 2021, and thereby taking all or nearly all of the *Jones* estate funds out of the BOA IOLTA II account.

79. On December 20, 2021, Respondent filed a second amended first and final accounting in the *Jones* estate matter. Respondent again failed to disclose the \$2,600 payment he received on March 23, 2021, or the additional \$4,000 payment in August 2021.

80. On February 4, 2022, Respondent filed his third amended first and final account in the *Jones* matter. Although Respondent disclosed the \$2,600 payment on March 23, 2021, he still did not disclose the additional \$4,000 payment in August 2021.

81. As of April 5, 2023, the Maryland Court had not granted any request by Respondent for fees.

82. Respondent's conduct violated the following Maryland Rules of Professional Conduct (MRPC), made applicable by D.C. Rule of Professional Conduct 8.5(b)(1):

a. Rule 19-301.5(a) in that, by failing to obtain the required court approval before collecting fees from estate funds, Respondent collected an unreasonable fee;

b. Rule 19-301.15(a) in that he failed to maintain complete records of his handling of trust account funds;

c. Rule 19-301.15(a) in that he engaged in reckless and/or intentional misappropriation by using estate funds without obtaining prior approval of the Maryland court;

d. Rule 19-308.4(c) in that he filed false accountings and collected and used estate funds without having obtained court approval; and

e. Rule 19-308.4(d) in that he failed to obtain court approval for fees, misappropriated funds, and filed false accountings which constituted conduct prejudicial to the administration of justice.

**COUNT V**  
**Docket No. 2022-D011**  
***Long Matter***

83. On or around November 30, 2020, Ms. Diane Long retained Respondent to probate the estate of her deceased sister in the Superior Court of the District of Columbia. In a written fee agreement, Respondent agreed to represent Ms. Long at a discounted rate of \$300 an hour. As set forth in the agreement, Respondent further agreed to provide “a monthly invoice via the internet and the Client is free to address any charges found on the bill within ten (10) days of the date of the bill.” The fee agreement provided for a \$5,000 advance fee and contained instructions for wiring funds to Respondent’s BOA IOLTA II account.

84. On November 30, 2020, Respondent received in his BOA IOLTA II a wire payment for the \$5,000 retainer fee from Diane Long and a wire payment of the \$4,750 retainer fee from another matter. Immediately before these payments, the trust account had a \$100 balance.

85. Respondent did not seek or obtain Ms. Long’s authorization to take her funds prior to earning them. From December 2, 2020, through March 5, 2021, Respondent made multiple cash withdrawals and transfers out of his BOA IOLTA II, bringing the balance in the account to \$1,000.08 on March 5, 2021. As of March 5, 2021, however, according to his time records, Respondent was obligated to hold

more than \$2,000 in trust (\$1,000 more than what remained in his IOLTA) for the *Long* matter.

86. On April 30, 2021, Respondent emailed Ms. Long an invoice that spanned five months (November 30, 2020, to April 30, 2021). The invoice reflected that Ms. Long owed Respondent hourly fees of \$2,852.36 for services performed. It also contained language stating “[I]f you need me to send you the wiring instructions again, please advise accordingly.” At that point, the only wiring instructions Respondent had provided Ms. Long were for transferring funds to his BOA IOLTA II account.

87. Respondent overcharged Ms. Long by more than \$1,000 in the invoice, billing some of his time at a rate of \$400 rather than \$300 an hour.

88. On May 14, 2021, Respondent accepted into his BOA IOLTA II account a wire from Ms. Long for \$3,000 in payment of the invoice.

89. Respondent’s conduct violated:

a. Rule 1.4(a) in that he failed to keep Ms. Long reasonably informed about his hourly fees;

b. Rule 1.5(a) in that he charged and collected an unreasonable fee; and

c. Rule 1.15(a) in that Respondent recklessly and/or intentionally misappropriated Ms. Long’s funds.

**COUNT VI**  
**Docket No. 2022-D011**  
***Paden Matter***

90. On or around January 25, 2021, Mr. Raymond (Carlton) Paden retained Respondent in connection with probating the Maryland estates of his brother and father, Ralph Paden Jr., and Ralph Paden, Sr., and becoming the legal guardian of his mother, Mae Paden, a Maryland resident. In a written fee agreement, Respondent agreed to represent Mr. Paden at a discounted rate of \$300 an hour. Respondent further agreed to provide “monthly reports” via the internet “detailing what was done, who did the work and how much time was devoted to the various tasks.” The agreement provided for a \$5,000 advance fee.

91. On January 26, 2021, Mr. Paden wired \$5,000 of his personal funds to Respondent’s BOA IOLTA II to pay the advance fee.

92. Shortly after Mr. Paden retained Respondent, Mr. Paden’s mother died. Respondent and Mr. Paden agreed that Respondent would assist in probating her estate as well.

93. Throughout his representation, Respondent never provided Mr. Paden a bill, despite requests from Mr. Paden he do so.

94. Respondent did not seek or obtain Mr. Paden’s authorization to take his funds prior to earning them. From January 26, 2021, through March 5, 2021, Respondent made multiple cash withdrawals and transfers out of his BOA IOLTA

II, bringing the balance in the account to \$1,000.08 on March 5, 2021. As of March 5, 2021, however, according to his time records, Respondent was obligated to hold more than \$4,000 in trust for the *Paden* matter.

95. Respondent's conduct violated the following Maryland Rules of Professional Conduct (MRPC), made applicable by D.C. Rule of Professional Conduct 8.5(b)(1):

a. Rule 19.301.4(a)(2) in that he failed to keep his client reasonably informed about his hourly fees; and

b. Rule 19-301.15(a) in that he recklessly and/or intentionally misappropriated Mr. Paden's funds.

**COUNT VII**  
**Docket No. 2022-D011**  
***Scaife Matter***

96. On or around July 22, 2021, Ms. Verna Scaife retained Respondent in connection with probating in Maryland court the estate of *Freddie Mae Collins*, for which she had already been appointed the personal representative. The fee agreement provided for a \$3,000 advance fee. Ms. Scaife wrote Respondent a \$3,000 check on the *Freddie Mae Collins* estate account.

97. On August 30, 2021, Respondent deposited the \$3,000 check from the *Freddie Mae Collins* estate account into his BOA IOLTA II.

98. From August 30, 2021, through October 7, 2021, Respondent, without

having filed any fee petition with the Maryland court in the *Freddie Mae Collins* matter, made multiple transfers from his BOA IOLTA II to his BOA operating account, such that, by October 7, 2021, the balance in the IOLTA II account was \$75.08. As of October 7, 2021, Respondent should have been holding over \$900 in trust for the *Freddie Mae Collins* matter.

99. By October 12, 2021, Respondent had reduced the balance in his BOA operating account to \$87.41, primarily through Zelle transfers out of the account and check card purchases.

100. Respondent's conduct violated the following Maryland Rules of Professional Conduct (MRPC), made applicable by D.C. Rule of Professional Conduct 8.5(b)(1):

a. Rule 19-301.5(a) in that, by failing to obtain the required court approval before collecting fees from estate funds, Respondent collected an unreasonable fee;

b. Rule 19-301.15(a) in that Respondent engaged in reckless and/or intentional misappropriation by using estate funds without obtaining prior approval of the Maryland court;

c. Rule 19-308.4(c) in that he collected and used estate funds without having obtained court approval; and

d. Rule 19-308.4(d) in that he engaged in conduct prejudicial



to the administration of justice by failing to obtain the required court approval before using estate funds.

**COUNT VIII**  
**Docket No. 2022-D011**  
***BOA IOLTA II Additional Record-Keeping Matters***

101. Disciplinary Counsel opened its investigation in the 2022-D011 matter based on an overdraft in Respondent's BOA IOLTA II account. In addition to the specific matters described above in Counts IV through VII, the ensuing investigation also led to the allegations described herein.

102. On December 14, 2021, Disciplinary Counsel issued a subpoena to Bank of America for records related to the BOA IOLTA II account for the period of October 1, 2020, through November 30, 2021.

103. On March 10, 2022, Disciplinary Counsel sent Respondent a letter advising that it had reviewed his bank records and had concerns about potential commingling of funds and multiple, round number cash withdrawals from the account. Disciplinary Counsel also sent Respondent a subpoena requiring him to produce any and all records for the period from October 1, 2020, through November 30, 2021, pertaining to his handling of funds in the account as required by Rule 1.15 of the D.C. Rules of Professional Conduct, including retainer agreements.

104. Ultimately, in addition to the alleged record-keeping violations described in previous counts, Respondent:

- Was unable to identify with what, if any, client matter two deposits (one for \$350 and one for \$1,218) were associated;
- Was unable to identify “with certainty” the purpose of a \$1,000 transfer from his BOA operating account into his BOA IOLTA II; and
- Could not provide records justifying multiple withdrawals he made from the BOA IOLTA II in multiple matters.

105. On June 2, 2021, Respondent transferred \$350 from his operating account into his BOA IOLTA II, commingling his own funds with trust account funds.

106. Respondent’s conduct violated:

- a. D.C. Rule 1.15(a) in that he failed to maintain complete records of his handling of trust account funds as described in this count; and
- b. D.C. Rule 1.15(a) in that he commingled personal funds with trust account funds.

**COUNT IX**  
**Docket No. 2022-D011**  
***FINRA Application***

107. On September 10, 2019, Respondent submitted an application to the Financial Industry Regulatory Authority (FINRA) to become a FINRA arbitrator.

108. At the time Respondent submitted his application, Disciplinary Docket 2017-D280 (the basis for Count I) was pending against him.

109. Question “e” in the application, to which Respondent answered “no,”

asked:

- e. Has any other professional entity or body with licensing authority cited you for malpractice, denied, suspended, barred, or revoked your registration or license (e.g., insurance, real estate, securities, legal, medical, etc) or otherwise disciplined you; or restricted your activities in any way?

110. The next two questions (“f(i)” and “f(ii)” ), asked:

- f. Have you been notified, in writing, that you are now the subject of any:
  - (i) regulatory complaint or proceeding that could result in a “yes” answer to any part of (b), (c), (d) or (e)?
  - (ii) investigation that could result in a “yes” answer to any part of (a), (b), (c), (d), (e)?

111. Respondent answered “No” to both f(i) and f(ii).

112. Question “y” asked: “Are you now the subject of any complaint, investigation or proceeding that could result in a ‘yes’ answer to any question in items (a) through (r)?” Respondent answered “No.”

113. Question “t” asked whether Respondent had ever made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition.” Respondent answered “yes.” He was then required to explain the circumstances, and he responded, in relevant part, as follows:

...This was a difficult time in my professional career. The economy was terrible, client[s] were leaving the U.S. for other exchanges and companies were bring[ing] actions. Again, it was a difficult time. Notwithstanding the difficulties, I faced the financial hardships candidly and straight forwardly. None of my clients from my law practice were adversely impacted. I am sure the DC Bar took notice but I did everything properly as it relates to my clients. None of my clients were harmed in anyway. I never heard from the bar during or after the bankruptcy...

114. Question “bb” asked “Have you ever been a named party in any type of civil litigation?” Respondent answered “yes.” He was then required to explain the circumstances and attached supporting documentation. Respondent did not disclose at least six matters in which he was a party, including a malpractice matter where he was the defendant and a matter before the IRS involving an investigation of eight years of Respondent’s tax liability:

- *Forghani v. Larson-Jackson*, 2004-CA—003705-C;
- *Angra v. Larson-Jackson*, 2006-CA-009000-M;
- *Battino v. Larson-Jackson*, 2008-SC3-3521;
- *Pavsner v. Larson-Jackson, et al.*, 2009 CA 2078;
- *U.S. v. Larson Jackson*, 1:11 MC 00686; and
- *Internet Financial Services, LLC, v. The Law Firm of Larson-Jackson, P.C. and Steve Larson-Jackson*, 02-CV 1207

115. On October 21, 2019, a FINRA employee sent Respondent an email

attaching a list of cases (including some he had disclosed and two he had not—*Battino* and *Pavsner*), and asked Respondent to confirm that he was the party named in the cases.

116. Respondent acknowledged his involvement in *Battino* and *Pavsner*. He did not disclose any additional matters.

117. The last page of the application Respondent completed included this statement:

If I am accepted to the FINRA arbitrator roster, I assume the responsibility of promptly informing FINRA of any changes to the answers to the questions contained on this application, and I understand that failure to do so may result in my immediate removal from the roster of arbitrators.

Respondent swore or affirmed that he read and understood this statement.

118. Respondent also swore or affirmed that his answers were true and complete to the best of his knowledge, information, and belief.

119. On January 6, 2020, Respondent's application was approved.

120. By April 13, 2020, Respondent had successfully completed all components of FINRA's mandatory Basic Arbitrator Training program and was available for selection as an arbitrator.

121. Respondent did not inform FINRA of the three Office of Disciplinary Counsel investigations that had been docketed after he had submitted his application: 2019-D298, 2020-D207, 2022-D011. He also did not inform FINRA of the

malpractice action Ms. Cyrus filed in D.C. Superior Court.

122. Respondent's conduct violated D.C. Rule 8.4(c) in that Respondent engaged in dishonesty by submitting false responses to FINRA and failing to update his application to FINRA by disclosing subsequent investigations and litigations.<sup>2</sup>

Respectfully submitted,



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Julia L. Porter  
Deputy Disciplinary Counsel

*Joseph C. Perry*

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Joseph C. Perry  
Assistant Disciplinary Counsel

OFFICE OF DISCIPLINARY COUNSEL  
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### **VERIFICATION**

I do affirm that I verily believe the facts stated in the Specification of Charges to be true, this 25<sup>th</sup> day of August, 2023.

*Joseph C. Perry*

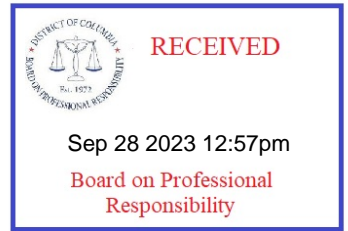
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Joseph C. Perry  
Assistant Disciplinary Counsel

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<sup>2</sup> Respondent has been advised of additional failures to disclose, not detailed in these charges, in confidential correspondence from the Office of Disciplinary Counsel.

**DISTRICT OF COLUMBIA COURT OF APPEALS  
BOARD ON PROFESSIONAL RESPONSIBILITY**



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**In the Matter of**

**STEVE LARSON-JACKSON, Esquire,**

**Respondent**

**Member of the Bar of the District of  
Columbia Court of Appeals**

**Bar Number 414847**

**Date of Admission: August 3, 1988**

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: **Disc. Docket Nos. 2017-D280;**  
: **2019-D298; 2020-D207; and**  
: **2022-D011**  
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**PETITION INSTITUTING FORMAL DISCIPLINARY PROCEEDINGS**

A. This Petition (including the attached Specification of Charges which is made part of this Petition) notifies Respondent that disciplinary proceedings are hereby instituted pursuant to Rule XI, § 8(c), of the District of Columbia Court of Appeals’ Rules Governing the Bar (D.C. Bar R.).

B. Respondent is an attorney admitted to practice before the District of Columbia Court of Appeals on the date stated in the caption of the Specification of Charges.

C. A lawyer member of a Hearing Committee assigned by the Board on Professional Responsibility (Board) pursuant to D.C. Bar R. XI, § 4(e)(5), has approved the institution of these disciplinary proceedings.

**D. Procedures**

(1) **Referral to Hearing Committee** -- When the Board receives the Petition Instituting Formal Disciplinary Proceedings, the Board shall refer it to a Hearing Committee.

(2) **Filing Answer** -- Respondent must respond to the Specification of Charges by filing an answer with the Board and by serving a copy on the Office of Disciplinary Counsel within 20 days of the date of service of this Petition, unless the time is extended by the Chair of the Hearing Committee. Permission to file an answer after the 20-day period may be granted by the Chair of the Hearing Committee if the failure to file an answer was attributable to mistake, inadvertence, surprise, or excusable neglect. If a limiting date occurs on a Saturday, Sunday, or official holiday in the District of Columbia, the time for submission will be extended to the next business day. Any motion to extend the time to file an answer, and/or any other motion filed with the Board or Hearing Committee Chair, must be served on the Office of Disciplinary Counsel at the address shown on the last page of this petition.

(3) **Content of Answer** -- The answer may be a denial, a statement in exculpation, or a statement in mitigation of the alleged misconduct. Any charges not answered by Respondent may be deemed established as provided in Board Rule 7.7.

(4) **Mitigation** -- Respondent has the right to present evidence in




mitigation to the Hearing Committee regardless of whether the substantive allegations of the Specification of Charges are admitted or denied.

(5) **Process** -- Respondent is entitled to fifteen days' notice of the time and place of hearing, to be represented by counsel, to cross-examine witnesses, and to present evidence.

E. In addition to the procedures contained in D.C. Bar R. XI, the Board has promulgated Board Rules relating to procedures and the admission of evidence which are applicable to these procedures. A copy of these rules is being provided to Respondent with a copy of this Petition.

**WHEREFORE**, the Office of Disciplinary Counsel requests that the Board consider whether the conduct of Respondent violated the District of Columbia Rules of Professional Conduct, and, if so, that it impose/recommend appropriate discipline.

OFFICE OF DISCIPLINARY COUNSEL

BY:   
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