

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

In the Matter of :
 :
LAWRENCE D. O'NEILL, ESQUIRE, :
 :
 Respondent, :
 :
A Member of the Bar of the :
District of Columbia Court of Appeals. :
Bar Number: 265702 :
Date of Admission: May 3, 1979 :

Disciplinary Docket No. 2018-D113

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 R. X and XI, § 2(b).

Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar R. XI. Pursuant to D.C. Bar R. 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 on May 3, 1979, and assigned Bar number 265702. Respondent is also a member of the Maryland Bar.

The facts giving rise to the charges of misconduct are as follows:

2. In July 2015, Adriano Fusco and Edna Tweedy formed Rokebury Designated Activity Company, an Irish limited liability company. They each had a 50% interest in Rokebury.

3. By April 2016, Mr. Fusco and Ms. Tweedy had decided to sever their relationship in managing Rokebury.

4. Mr. Fusco retained Respondent to represent him in either acquiring Ms. Tweedy's

interest in Rokebury or selling her his one-half interest. Ms. Tweedy retained Daniel O'Connor, a solicitor in Ireland, to represent her in the negotiations.

5. Respondent did not tell Mr. Fusco that he was not a solicitor and did not hold a practicing certificate which would entitle him to practice law in Ireland.

6. Respondent did not provide Mr. Fusco a fee agreement setting forth the basis or rate of his fee or the scope of the representation.

7. In June 2016, Mr. Fusco and Ms. Tweedy and their respective counsel, Respondent and Mr. O'Connor, met with Mark Walsh to mediate their dispute. Mr. Walsh is a solicitor in Ireland who had represented Rokebury. Mr. Walsh also had represented Mr. Fusco and Ms. Tweedy in other matters.

8. In late July 2016, Mr. Fusco agreed to sell his one-half interest in Rokebury to Ms. Tweedy for €325,000.

9. Mark Walsh held in trust the €325,000 purchase price from Ms. Tweedy pending completion of the sales transaction.

10. On or about August 2, 2016, Mr. Walsh provided Mr. Fusco a check for €325,000 payable to Respondent, as Mr. Fusco's lawyer.

11. Mr. Fusco provided the check to Respondent and Respondent negotiated the check in early August 2016.

12. Between early August and mid-September 2016, Respondent disbursed €151,024.50 to Mr. Fusco and other parties (including Mr. Fusco's brother) on Mr. Fusco's behalf.

13. Respondent also paid himself €4,125 from the €325,000 as "Legal Fees." Respondent did not provide Mr. Fusco an invoice and did not seek or have his permission to receive this amount in fees.

14. Respondent also claimed that he had incurred €580 in “Bank Fees” in handling or disbursing some of the €325,000. Respondent did not provide any records to substantiate any of the fees the bank allegedly charged.

15. In and after mid-September 2016, Mr. Fusco asked Respondent to disburse the balance of €325,000 to Mr. Fusco (which should have been at least €169,271, according to Respondent’s calculations).

16. Respondent promised to send the funds, but failed to do so. Respondent falsely represented to Mr. Fusco on a number of occasions that he had sent the funds or was in the process of doing so. Respondent then provided false excuses for why Mr. Fusco had not received the funds, including that his bank, JP Morgan Chase, would not send the funds because a person with the last name of Fusco was on the United Nations terrorist watch list.

17. Respondent falsely represented to Mr. Fusco that his bank required him to provide a money laundering affidavit because of the alleged terrorist with the last name Fusco.

18. On or about October 13, 2016, Mr. Fusco asked Mr. Walsh to assist him in recovering the balance of the €325,000 Respondent said he was holding in trust.

19. Mr. Walsh asked Respondent to provide an accounting of the €325,000 and to pay the balance to Mr. Fusco.

20. In response to one of Mr. Walsh’s letters, Respondent wrote Mr. Walsh on October 17, 2016, stating that he still held “€169,271 in my IOLTA account for Adriano [Fusco]” and that he would transfer €155,271 to Mr. Fusco and €14,000 to Mr. Fusco’s brother.

21. In the accounting that he provided with his October 17, 2016 letter, Respondent falsely represented that he was holding €149,271 for Mr. Fusco and attached what purported to be a bank record for Respondent’s IOLTA account at JPMorgan Chase showing the Respondent had

scheduled a wire transfer from his IOLTA account to Mr. Fusco on October 5, 2016 for \$22,489.60 or €20,000.

22. In fact, Respondent has not scheduled the transfer and had only \$50.84 in his IOLTA on October 5, 2016. When he sent Mr. Walsh his letter and the fabricated bank record, Respondent had only \$0.84 in his IOLTA account because he had made an online transfer of \$50 from the IOLTA to another account he maintained at JP Morgan Chase on October 13, 2016.

23. Shortly after emailing Mr. Walsh his letter of October 17, 2016 attaching purported bank records, Respondent sent Mr. Walsh another email falsely stating that his IOLTA account held the funds of several clients, and that "\$186,124 belongs to the Fusco brothers." Respondent attached to this email a proposed affidavit for Adriano Fusco to sign disclaiming any relationship to the purported person on the terrorist watch list. The affidavit that Respondent prepared repeated his false claim that he held "\$186,124.58 in his IOLTA belonging to Adriano Fusco, which represented the remaining portion of the proceeds of his sale of a business in Ireland.

24. Mr. Fusco signed the affidavit that Respondent prepared and gave it to Mr. Walsh who in turn sent it to Respondent.

25. For the next month, Mr. Walsh continued to ask Respondent to pay Mr. Fusco the remaining funds. Respondent responded to some of those requests by falsely stating he had sent the funds or was about to send them. Respondent sent Mr. Walsh what purported to be bank records for wire transfers from Respondent's IOLTA account to Mr. Fusco's account. The bank records Respondent attached to his emails were false. Respondent's IOLTA account had a balance of \$0.84 from October 13, 2016 to February 23, 2017. Respondent did not send Mr. Fusco any funds during this period or anytime thereafter.

26. On or about November 22, 2016, Mr. Walsh submitted an application or complaint

on behalf of Mr. Fusco to the High Court of Ireland to recover Mr. Fusco's funds from Respondent. The complaint also sought an accounting from Respondent.

27. On November 22, 2016, the High Court issued an injunction restraining Respondent from dissipating his assets below €200,000.

28. On November 25, 2016, after holding a hearing, the High Court entered a judgment against Respondent ordering him to return the €169,721 to Mr. Fusco by November 28, 2016.

29. Respondent refused to comply with the order although he had represented to the High Court that he had Mr. Fusco's funds and would pay them to Mr. Fusco.

30. The High Court scheduled another hearing for November 30, 2016. Respondent failed to appear at the hearing, and the High Court issued another order directing Respondent to pay Mr. Fusco €169,721. Respondent did not comply with this order.

31. On December 13, 2016, two days before another hearing before the High Court, Respondent sent Mr. Walsh a letter in which he claimed that he had "temporarily lost control of Mr. Fusco's funds, which are currently in the possession of a company, Viktor Koenig AG, a Seychelles company, with its principal offices in Dubai." Respondent provided no documents to support his claim – a claim that contradicted his earlier statements to Mr. Walsh and the High Court that he had Mr. Fusco's funds.

32. On December 14, 2016, Respondent wrote again to Mr. Walsh falsely claiming that he (Respondent) had not acted as Mr. Fusco's lawyer in the sale of his interest in Rokebury, he had told Mr. Fusco he was not a solicitor, and he had transferred the €325,000 to his account in New York with Mr. Fusco's consent.

33. At the subsequent court hearing on December 21, 2016, Respondent repeated his false claim that he had inadvertently sent €200,000 from his trust account to the Seychelles

company. Respondent said that his bank had approved a loan and he would pay Mr. Fusco the funds he was owed by Christmas or, at the latest, by December 31, 2016.

34. After the court hearing on December 21, 2016, Mr. Walsh made several additional requests for Mr. Fusco's funds. Respondent responded to some of Mr. Walsh's emails and text messages by falsely stating that he had sent or was in the process of sending Mr. Fusco's funds. Respondent attached to some of his emails fabricated bank records reflecting wire transfers that Respondent claimed he had made or was making. Respondent never sent any funds.

35. In January 2017, the High Court held more hearings because Respondent still had not paid Mr. Fusco his funds, as he had agreed to do. At one of the January 2017 hearings, Respondent tendered a check for €169,721 drawn on an account at Ulster Bank and signed by Respondent's wife, Marianne Inskip.

36. The €169,721 check Respondent tendered in January 2017 was not paid because there were insufficient funds in the account. Mr. Walsh told Respondent that his check had not cleared.

37. Respondent failed to appear for subsequent court hearings in January 2017, although he arranged for a solicitor to appear on his behalf at one of them. The solicitor represented that Respondent had been called to the U.S. on urgent client business. The solicitor further represented that Respondent would be sending the funds. Respondent never did.

38. On February 3, 2017, the High Court found Respondent in contempt and sentenced him to 28 days of imprisonment.

39. On information and belief, Respondent has not returned to Ireland since the High Court found him in contempt.

40. In December 2017, Mr. Walsh filed a complaint against Respondent with the

Attorney Grievance Committee in New York.

41. Respondent has his residence and office in New York City, but is not licensed to practice law in New York.

42. The New York Grievance Committee referred the complaint to D.C. Disciplinary Counsel and Disciplinary Counsel opened an investigation in April 2018.

43. In his initial response to the complaint dated April 20, 2018, Respondent represented that “[t]he funds owed to Mr. Fusco have been paid to him in full, and the matter is now closed as to both Mr. Fusco and the Irish Courts.” These representations were false, as Respondent knew, because he had not paid Mr. Fusco and the court case in Ireland was not closed.

44. Respondent also falsely represented in his response that:

- a. he had never been retained or acted as counsel for Mr. Fusco;
- b. no judgment had ever been entered against Respondent;
- c. he had disclosed to Mr. Fusco and his brother (who Respondent said he represented in another matter) that he was not licensed to practice law in Ireland;
- d. Mr. Fusco was trying to avoid Irish taxes; and
- e. at Mr. Fusco’s request, Respondent had moved some of the €325,000 from his Irish bank to his business account in New York (which Respondent failed to identify).

45. Respondent admitted that he had owed Mr. Fusco €169,000, but falsely claimed Mr. Vijay Kamar Raja, Respondent’s business partner who lives in Dubai, improperly transferred €200,000 from Respondent’s business account. Respondent did not provide any documents to support this claim, including when requested to do so by Disciplinary Counsel.

46. In subsequent communications with Disciplinary Counsel, Respondent falsely represented that he paid the debt of €169,721 in full.

47. In March 2019, Respondent provided an accounting to Disciplinary Counsel, in which he falsely represented he had paid €169,000 to Mr. Fusco by wire on July 2, 2018, and wrote a check for €271 to an unidentified payee. Respondent did not provide any financial records or other documents to substantiate his representations, including when requested to do so by Disciplinary Counsel.

48. Respondent's March 2019 accounting also recharacterized the €4,125 payment he made to himself. In the October 2016 accounting to Mr. Walsh, Respondent represented that the payment was for "Legal Fees", but Respondent claimed in his March 2019 accounting that the payment was an "Agreed Comm."

23. Respondent's conduct violated the following Rules of the District of Columbia Rules of Professional Conduct:¹

a. Rule 1.5(b), in that Respondent failed to communicate in writing to Mr. Fusco the basis or rate of his fee and the scope of his representation;

b. Rule 1.15(a), in that Respondent failed to keep and preserve complete records of entrusted funds;

c. Rule 1.15(a), in that Respondent failed to safekeep and hold entrusted funds in his possession in connection with a representation separate from his own funds and intentionally or

¹ Respondent's misappropriation, criminal conduct, dishonesty, and other rule violations were not in connection with a matter pending before a tribunal. Some of Respondent's false statements and his contempt of the High Court were in connection with a matter before a tribunal, but Respondent was a defendant and not a lawyer in the proceedings. Also, under the Solicitors Acts 1954-2015, Respondent is regarded as "unqualified person" in Ireland because he is not a member of the Law Society of Ireland and does not hold a practicing certificate which would entitle him to practice there. The legal services that Respondent provided in Ireland were considered unregulated. The New York Rules also do not apply to Respondent. Although Respondent lives and maintains his office in New York, he is not licensed to practice there, and his conduct described above was not in connection with a matter pending before a New York tribunal.

recklessly misappropriated the funds;

d. Rule 1.15(c), in that Respondent failed to promptly deliver to the client the funds that the client was entitled to receive;

e. Rule 1.15(c), in that Respondent failed to promptly render a full accounting of the funds he received when requested;

f. Rule 1.16(d), in that in connection with the termination of the representation, Respondent failed to take timely steps to the extent reasonably practicable to protect his client's interests by surrendering property or funds to which the client was entitled;

g. Rule 3.3(a)(1), in that Respondent made knowing false statements of fact to a tribunal and/or failed to correct false statements of material fact previously made;

h. Rule 3.4(c), in that Respondent knowingly disobeyed an obligation under the Rules of a tribunal;

i. Rule 8.1(a), in that in connection with a disciplinary matter, Respondent knowingly made false statements of fact;

j. Rule 8.4(b), in that Respondent committed criminal acts (theft or larceny in violation of D.C. Code § 22-3211 and/or New York Penal Code 155.40 and/or Section 4 of Ireland's Criminal Justice (Theft and Fraud) Offences Act of 2001, and/or wire fraud in violation of 18 U.S.C. § 1343) that reflect adversely on his honesty, trustworthiness, or fitness as a lawyer in other respects;

k. Rule 8.4(c), in that Respondent engaged in conduct involving dishonesty, fraud, deceit, and misrepresentation; and

l. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

Respectfully submitted,

Hamilton P. Fox, III

Hamilton P. Fox, III
Disciplinary Counsel

Julia Porter

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VERIFICATION

I do affirm that I verily believe the facts stated in the Specification of Charges to be true.

Julia Porter

Julia L. Porter
Deputy Disciplinary Counsel

Re-subscribed and re-affirmed before me in the District of Columbia this 14th day of May

2019.

My Commission Expires:



Angela C. Thornton
Notary Public

