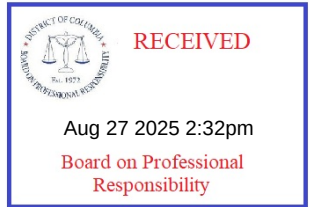


**DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY**



In the Matter of

AARON E. PRICE, SR., ESQUIRE
Respondent.

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

Bar Number: 489057

Date of Admission: Sept. 17, 2004

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Disciplinary Docket Nos. 2022-D220

AMENDED PETITION FOR NEGOTIATED DISCIPLINE

Pursuant to D.C. Bar R. XI, § 12.1 and Board Rule 17, Disciplinary Counsel and Respondent Aaron E. Price, Sr., Esquire (“Respondent”) respectfully submit this Petition for Negotiated Discipline in the above-captioned matter. Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar R. XI. Pursuant to D.C. Bar R. XI, § 1(a), jurisdiction exists because Respondent is a member of the Bar of the District of Columbia Court of Appeals.

I. STATEMENT OF THE NATURE OF THE MATTER

These proceedings are based on Respondent’s conduct as guardian of a ward in a D.C. probate matter. *See In re Brady* (2019 INT 000519). Respondent failed to competently and diligently represent the incapacitated ward, A.B. Respondent, among other misconduct, failed to have a conservator appointed, improperly and

without authorization sold the ward's real property, and filed a series of pleadings with the probate court in which he misrepresented the status of the ward's estate. Respondent's misconduct caused a cloud on the title, which required the parties to the sale of the property to clarify the title and compensate the ward, and it caused the probate court to appoint a new guardian and conservator and to refer the matter to the Office of the Auditor-Master.

II. STIPULATION OF FACTS AND CHARGES

1. Respondent is a member of the Bar of the District of Columbia Court of Appeals, having been admitted by motion on September 17, 2004, and assigned Bar number 489057.

2. At all relevant times, Respondent was a solo practitioner at the Law Office of Aaron E. Price, Sr., PLLC.

3. A.B. is a resident at a D.C. nursing home. In 2020, A.B. was a part-owner of a residential property in D.C. The Property was subject to delinquent property taxes and other liabilities, and A.B. was sued in a tax lien foreclosure action in D.C. Superior Court, Case No. 2017-CA-001502-LRP. A.B.'s son was her designated financial power of attorney. In or around January 2020, A.B.'s son retained an attorney, Craig A. Butler, Esquire, who appeared in the Tax Lien Action on behalf of A.B.

4. Questions arose about A.B.'s mental capacity, and A.B.'s nursing home opened an intervention proceeding in the D.C. Superior Court Probate Division, Case No. 2019 INT 000519. Julie Rones, Esquire, was appointed A.B.'s counsel in the Probate Matter.

5. On March 5, 2020, the Probate Court appointed Respondent as guardian for A.B. ("the ward"), and Ms. Rones was removed as counsel. The probate judge declined to appoint a conservator at that time. Instead, the probate judge directed Respondent to "examine whether a Petition for Conservator should be filed," as the ward "apparently owns real property in Washington, D.C. that is subject to back taxes and liens."

6. Respondent was a member of the Probate Fiduciary Panel, whose members are provided training on probate rules, including the respective roles of guardians and conservators. Nevertheless, the guardianship order advised Respondent of his responsibilities as guardian under D.C. Code, sec. 21-2047, which included the care, custody, and control of the ward. By contrast, a conservator's powers and duties include marshalling all assets of the ward; posting and maintaining a surety bond; appraising, managing, and disposing of real property; retaining professionals to manage the ward's assets; settling claims; and complying with the court's reporting and accounting requirements. *See* D.C. Code, sec. 21-

2051, *et seq.* The probate court also issued Letters of General Guardianship to Respondent which outlined his powers and duties of guardians. Respondent accepted his appointment as guardian.

7. On March 7, 2020, Respondent attempted to electronically file a Petition for Conservator, but the Clerk's office rejected the filing and notified Respondent that he must file the petition in person or by letter, along with a filing fee. Respondent never sought to refile the petition or pay the filing fee, and the court did not appoint Respondent or anyone else conservator for the ward.

8. On April 24, 2020, Respondent filed a sworn Guardianship Plan in the Probate Matter, in which he stated that he did not have control over any of the ward's assets or funds. In the months that followed, however, Respondent would in fact exercise control over the ward's Property and other assets.

9. First, in or around May 2020, Respondent retained Mr. Butler to "continue his representation of [the ward]" in that action, to negotiate with an estate that owned the other share of the Property, and to have the Property appraised and sold. He agreed to pay Mr. Butler a flat fee of \$12,000 from the proceeds of the sale.

10. Then, on May 5, 2020, Respondent wrote to the ward's son and advised him that he had been appointed guardian of the ward and that all powers of attorney that the son had in connection with the ward were revoked. Respondent solicited

the son's interest in purchasing his mother's share of the Property and stated that if he was unwilling or unable to purchase the Property, that Respondent had "authorized" Mr. Butler to conduct an appraisal and to solicit offers.

11. Finally, Respondent had additional conversations with the ward's son and others concerning the sale of the Property. By July 20, 2020, a buyer had offered to purchase the Property.

12. Respondent lacked authority as guardian to take action with respect to the Property and the Tax Lien Action or to authorize Mr. Butler to do so.

13. Respondent also did not alert the probate court that he had revoked the ward's son's financial power of attorney. Respondent never sought the probate court's permission to sell the Property.

14. On September 1, 2020, Respondent filed a sworn semiannual report in the Probate Matter. In a footnote next to "Subject's Conservator," Respondent disclosed the status of the Property, including that the ward might receive money from the sale of the Property. However, Respondent falsely stated that he "**DID NOT** have possession or control of any of the subject's estate during the reporting period." (emphasis in original). Respondent believed that Mr. Butler was responsible for handling the ward's property, but Respondent knew that the ward

still had an ownership interest in the Property, and Respondent was exercising control over it. He would continue to do so.

15. Days later, on September 5, 2020, Respondent executed a contract for the sale of the Property for \$405,000, purportedly in his capacity as the ward's guardian.

16. In October 2020, Respondent, again as guardian, wrote to the D.C. government to obtain a tax exemption for the Property.

17. On November 18, 2020, once more as guardian, Respondent executed a deed purporting to sell the Property. A week later, the Tax Lien Action was dismissed.

18. Respondent's actions as guardian were improper and unauthorized: Respondent negotiated the settlement and conveyed it to a buyer without having been appointed conservator and without furnishing a bond; the probate court never authorized, directed, or ratified disposition of the Property; and instead of filing a conservator letter with the Recorder of Deeds, Respondent improperly filed his guardianship letters. Respondent incorrectly believed that he, through Mr. Butler, was authorized to convey the property as guardian.

19. On December 4, 2020, Respondent opened a PNC Bank account under his and the ward's name (ending x9913). At all relevant times, he maintained and was sole signatory for the Account.

20. That day, Respondent received \$88,036.62 in connection with the sale of the Property, which equaled the ward's net proceeds for her share. Respondent deposited the proceeds into the Account.

21. Respondent did not establish or place any of the proceeds in the probate court's registry or in a Medicaid trust in order to maintain the ward's Medicaid eligibility. Likewise, Respondent did not notify the D.C. Department of Health Care Finance of the transaction.

22. On March 10, 2021, notwithstanding his receipt of the sale proceeds for the Property, Respondent filed a second sworn semiannual report in the Probate Matter in which he falsely stated that he "**DID NOT** have possession or control of any of the subject's estate during the reporting period." (emphasis in original). Respondent also falsely stated that the "Total Amount Received and Source" and "Balance currently in my possession or control and location" were "N/A." Respondent omitted any information about the "Subject's Conservator" or the Property, unlike his prior semi-annual report in which he included a footnote that disclosed the status of the Property. Respondent also did not disclose that he held

the ward's proceeds in the Account. In preparing the second sworn semiannual report, Respondent re-used previous filings without verifying the accuracy of the information before filing it.

23. On April 2, 2021, Respondent filed a sworn petition for compensation of guardian. Respondent attached a billing statement that referenced the sale of the Property. However, Respondent falsely stated that the size of the administered estate was "Zero (\$0.00)" and that the ward had no assets. In fact, Respondent knew that he had administered the Property, and he continued to hold the ward's proceeds in the Account.

24. In July 2021, after the deed had been recorded, the title company for the Property discovered that Respondent executed the deed in his capacity as guardian and not as conservator, which created a cloud on the title. The title company notified Respondent, and he agreed to file a petition seeking his appointment as conservator to correct the title defect.

25. On September 1, 2021, Respondent filed a sworn petition for his appointment as conservator for the ward, in which he stated:

[The ward] owns approximately 50% of real property located in Washington, DC ... The property is jointly owned with her cousins. The property's condition was blighted and subject to approximately \$150,000 in delinquent property taxes. A tax lien/foreclosure has been initiated. Property tax value is \$350,000.00. Accordingly ask bond to be set at \$350,000.00.

Respondent's assertions were false or misleading. Respondent omitted that he had already entered into a contract to convey the Property, the Property had been sold, the delinquent property taxes had been satisfied, the tax lien case was dismissed, he held the proceeds from the sale in the Account he controlled, and he was advised that he had created a cloud on the title. In the petition, Respondent asked "that no hearing be set."

26. The next day, counsel for the title company emailed Respondent and requested that he clarify his statements in the petition. That day, Respondent replied to the title company that the Tax Lien Action had been resolved and that the Property had been sold. But, Respondent did not make any disclosures to the court, including correcting the false or misleading statements in the conservatorship petition.

27. To the contrary, on September 6, 2021, Respondent filed a third sworn semiannual report, in which he stated that he was "not the conservator," but then falsely added that he had "**NOT** handled the ward's funds." (emphasis in original).

Respondent provided a footnote in which he falsely stated:

On information and belief, the subject current[ly] owns approximately 60 percent interest in [the Property]. The [P]roperty is subject to massive tax liens and currently pending a foreclosure proceeding. Notwithstanding, if the subject realizes any proceeds from the ultimate sale of the property the guardian will satisfy any Medicaid/medicare or nursing home obligations and establish a guardianship account if there are any remaining proceeds.

Respondent further represented that “Management of the ward’s finances” were “N/A” and that the “[n]ursing home receives and manages the ward’s funds.” Respondent believed that there was now a question about the validity of the sale. However, Respondent knew that he had at least attempted to sell the Property, the tax lien case was dismissed, the ward had already realized proceeds from the purported sale of the Property, Respondent had already established an Account, and Respondent was holding the proceeds in that Account.

28. The probate court issued an order re-appointing Ms. Rones as the ward’s attorney, re-appointing the prior guardian *ad litem*, and setting a hearing for November 17, 2021.

29. On November 12, 2021, the title company filed a petition requesting to participate in the Probate Matter, in which the title company disclosed the details surrounding the sale of the Property to the probate court for the first time. Ms. Rones filed a motion for Show Cause requesting an evidentiary hearing to examine Respondent’s actions.

30. On November 15, 2021, Respondent filed a response to the filings, in which he admitted selling the Property and holding the ward’s proceeds in the Account.

31. On November 17, 2021, the probate court conducted a hearing. Respondent agreed to resign as the ward's guardian. The probate court later appointed a conservator and successor guardian and referred the matter to the Office of the Auditor-Master. The probate court directed the Auditor-Master to "investigate and report on the propriety of the sale of [the ward]'s real property and, generally the management of her finances."

32. On November 18, 2021, Respondent filed his final sworn report of guardian in which he correctly stated: "I am **NOT** the conservator and **have** handled the ward's funds." (emphasis in original).

33. The Auditor-Master produced a report finding that Respondent may have breached his fiduciary duty by selling the Property without the authority to do so.

34. On December 19, 2022, Ms. Rones filed a complaint against Respondent to the Office of Disciplinary Counsel.

35. A year later, Respondent, the ward's successor guardian and conservator, and other parties entered a settlement agreement that clarified the title and resolved the other actual or potential harm to the ward on account of Respondent's misconduct.

36. Respondent's conduct violated the following D.C. Rules of Professional Conduct:

- a. Rule 1.1(a), in that he failed to provide competent representation to his client;
- b. Rule 1.1(b), in that he failed to serve his client with the skill and care commensurate with that generally afforded to clients by other lawyers in similar matters;
- c. Rule 1.3(a), in that Respondent failed to represent his client diligently;
- d. Rule 3.3(a), in that Respondent knowingly made a false statement of fact to the probate court and/or failed to correct a false statement of material fact previously made to the probate court;
- e. Rule 8.4(c), in that Respondent engaged in conduct involving intentional or reckless dishonesty, fraud, deceit, or misrepresentation; and
- f. Rule 8.4(d), in that Respondent engaged in conduct that seriously interfered with the administration of justice.

**III. STATEMENT OF PROMISES MADE BY
DISCIPLINARY COUNSEL**

In connection with this petition for negotiated discipline, Disciplinary Counsel agrees not to pursue any charges arising out of the conduct described in Section II, *supra*, other than those set forth above, or any sanction other than that set forth below.

IV. AGREED UPON SANCTION

Disciplinary Counsel and Respondent agree that the sanction to be imposed in this matter is a 120-day suspension, with 60 days stayed in favor of a one-year period of probation. The sanction takes into consideration the mitigating factors described herein. *See infra* Section V.

Respondent will begin his one-year probationary period when the Court issues its Order approving the negotiated discipline. The Court's order should include a condition that if probation is revoked, Respondent will be required to serve the entire suspension and demonstrate his fitness prior to reinstatement.

Within the first 60 days of the one-year probationary period, Respondent shall attend six hours of continuing legal education courses in ethics and probate, approved by Disciplinary Counsel, and provide written confirmation of his attendance. Further, during the entire one-year period, Respondent shall not be found to have engaged in any misconduct in this or any other jurisdiction. If Disciplinary Counsel has probable cause to believe that Respondent has violated any

of the terms of his probation, Disciplinary Counsel may seek to revoke Respondent's probation pursuant to D.C. Bar R. XI, §3 and Board Rule 18.3, and request that Respondent be required to serve the suspension previously stayed herein, consecutively to any other discipline or suspension that may be imposed, and that his reinstatement to the practice of law will be conditioned upon a showing of fitness.

Respondent and Disciplinary Counsel have agreed that there are no additional conditions attached to this negotiated discipline that are not expressly agreed to in writing in this Petition.

V. RELEVANT PRECEDENT

The agreed-upon sanction in a negotiated discipline case must, *inter alia*, be supported by relevant precedent under D.C. Bar R. XI § 12.1(b)(1)(iv) and justified when taking into consideration the record as a whole under Board Rule 17.5(a)(iii). The negotiated discipline process in certain circumstances permits some flexibility in determining the sanction. *See In re Mensah*, 262 A.3d 1100, 1103-1105 (D.C. 2021) (sanctions may be less stringent than would otherwise have been appropriate in a contested-discipline case). As set forth below, the agreed-upon sanction in this matter is appropriate given the mitigating factors present.

The Court has imposed sanctions for violations of Rule 1.1, Rule 1.3, and related violations that generally range from an informal admonition issued by

Disciplinary Counsel to suspension. *See, e.g., In re Schlemmer*, 870 A.2d 76 (D.C. 2005) (Board Reprimand for violation of Rule 1.3(a) and Rule 1.4(a)) (aff'd); *In re Joyner*, 670 A.2d 1367 (D.C. 1996) (30-day suspension with CLE requirement for neglect and intentionally failing to seek client's objectives where lawyer had prior misconduct); *In re Thai*, 987 A.2d 428 (D.C. 2009) (60-day suspension, with 30 days stayed and subject to probationary terms, for conduct violating Rules 1.1(a), 1.1(b), 1.3(a), 1.3(c), 1.4(a), and 1.16(d)); *In re Chapman*, 962 A.2d 922, 926 (D.C. 2009) (60-day suspension, with 30 days stayed in favor of probation with terms, for incompetence and neglect with aggravating factors of dishonesty toward Bar Counsel and testifying incredibly; Court noting that generally, in absence of aggravating factors, "a first instance of neglect of a single client matter warrants a reprimand or public censure").

The Court has imposed more stringent sanctions for violations of Rules 3.3, 8.4(c) and 8.4(d), including disbarment, depending on the severity of the dishonesty. *See, e.g., In re Vohra*, 762 A.2d 544 (D.C. 2000) (30-day stayed suspension, with probationary terms, for neglect, misrepresentations about his neglect, and allowing his firm to seek reimbursement for fees not incurred); *In re Cole*, 967 A.2d 1264 (D.C. 2009) (30-day suspension to lawyer with no prior misconduct for neglect, failing to communicate, and repeated misrepresentations to cover up his neglect and

the status of the case); *In re Uchendu*, 812 A.2d 933 (D.C. 2002) (30-day suspension for violating Rules 3.3(a), 8.4(c), and 8.4(d) where the lawyer filed fifteen verified documents to probate court on which he improperly signed his client's names—albeit with client permission—and notarized his own signatures); *In re Johnson* 158 A.3d 913 (D.C. 2017) (90-day suspension, with 60 days stayed in favor of a one-year probation period for neglect in one matter, and neglect, dishonesty to the client, commingling, and other violations in a second matter); *In re Outlaw*, 917 A.2d 684 (D.C. 2007) (60-day suspension for mishandling case and concealing its status from the client); *In re Reback*, 513 A.2d 226 (D.C. 1986) (six-month suspension for failure to tell client that her case had been dismissed and falsely signing, notarizing, and filing a pleading); *In re Silva*, 29 A.3d 924 (D.C. 2011) (three-year suspension, with fitness, for attempting to cover up neglect by forging and falsely notarizing a fake easement agreement, lying to the parties, and giving intentional false testimony to committee); and *In re Cleaver-Bascombe*, 986 A.2d 1191 (D.C. 2010) (disbarment for submitting fraudulent CJA timekeeping voucher to court and presenting perjured testimony at resulting disciplinary hearing).

Under the circumstances of this case, the appropriate sanction should be a suspension, with a portion stayed in favor of probationary terms.

Mitigating Factors

Mitigating factors include that Respondent: 1) was not motivated by any personal gain; 2) has acknowledged his misconduct and has demonstrated remorse; 3) has fully compensated the ward per the parties' settlement agreement; 4) has no prior misconduct; and 5) has fully cooperated with Disciplinary Counsel, including by meeting with Disciplinary Counsel.

VI. RESPONDENT'S AFFIDAVIT

Accompanying and in further support of this amended petition for negotiated discipline is Respondent's Affidavit pursuant to D.C. Bar R. XI, § 12.1(b)(2).

VII. CONCLUSION

Wherefore, Respondent and Disciplinary Counsel request that the Executive Attorney assign a Hearing Committee to review the petition for negotiated discipline pursuant to D.C. Bar R. XI, § 12.1(c).

Dated:

Hamilton P. Fox, III

Hamilton P. Fox, III
Disciplinary Counsel

Ebtehaj "Eby" Kalantar

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