DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY

In the Matter of	
	Board Docket No.
LAURENCE L. SOCCI, ESQUIRE,	
	Disciplinary Docket No. 2024-D145
Respondent,	
A Member of the Bar of the District of Columbia Court of Appeals.	
Bar Number: 241318	
Date of Admission: July 13, 2018	

PETITION FOR NEGOTIATED DISCIPLINE

Disciplinary Counsel and Respondent agree to enter into a negotiated discipline pursuant to D.C. Bar Rule XI, § 12.1 and Board Rule 17. Respondent is the subject of the above-referenced investigation by Disciplinary Counsel pursuant to D.C. Bar Rule XI §§ 6(a)(2), 8(a), and Board Rule 2.1.

Respondent is an attorney admitted to practice before the District of Columbia Court of Appeals.

I. Statement of the Nature of the Matter

Disciplinary Counsel docketed this matter for investigation in August 2024, based on a complaint filed by Respondent's former client, E.M. E.M. hired Respondent to represent him in the eviction of his tenant. In his complaint, E.M. alleged that Respondent failed to represent him diligently and failed to adequately communicate with him during the representation. During the investigation,

Respondent also admitted that he deposited the fees E.M. advanced , as well as those of two other clients, in his operating account rather than his trust account.

As part of its investigation, Disciplinary Counsel subpoenaed and reviewed bank records relating to Respondent's trust account and operating account from January through August 2024, and subpoenaed Respondent's own records for most of this period. Based on the bank records, Respondent's own records, and the information Respondent provided during the investigation, Disciplinary Counsel determined that Respondent had commingled his funds with entrusted funds and failed to maintain complete records of the funds he deposited in and withdrew from the trust account between January and August 2024.

II. Stipulation of Facts and Charges

The conduct and standards that Respondent stipulates to are as follows:

1. In December 2021, E.M. posted a landlord-tenant question on Rocket Lawyer, an online legal platform that offers legal services to individuals. Respondent answered E.M.'s question and the two continued exchanging messages about the issue until February 2024.

2. In February 2024, E.M. hired Respondent to assist him with evicting a tenant in D.C. The fee agreement he signed stated that, for a flat fee of $1,000, Respondent would represent E.M. in the eviction matter, including case correspondence, document preparation, legal research, court appearances and other

tasks necessary to complete the case. The agreement also stated that the fees would be earned on an hourly basis at $250/hour. E.M. paid Respondent $1,000 via LawPay, which Respondent deposited directly into his operating account. At the time of the deposit, Respondent had only earned $400.

3. In late February 2024, Respondent prepared a notice of nonpayment and possible eviction. The notice was served on the tenant on March 25, 2024. Respondent advised E.M. that if the tenant did not pay rent or move out of the property, the complaint for eviction could be filed on April 30, 2024.

4. On April 30th, Respondent emailed E.M. asking if the tenant had paid her rent. E.M. responded the same day stating she had not, which would have permitted filing the complaint of eviction; however, Respondent did not file it. Instead, on May 15, 2024, Respondent told E.M. that he was preparing a second notice to quit. E.M. asked Respondent why a second notice to quit was required, but Respondent never provided an answer. For more than a month, E.M. sent Respondent emails and tried calling him to ask questions so E.M. could better understand the eviction process, but Respondent did not respond.

5. On June 26, 2024, Respondent finally sent E.M. a copy of the complaint of eviction for review. E.M. returned the complaint the same day and asked Respondent to quickly move forward with filing, but Respondent did not file the complaint. On July 24th, E.M. fired Respondent because he had failed to file the

complaint and ignored his calls, text messages and emails. Respondent immediately transferred the case file to E.M.'s successor counsel, who negotiated a cash-for-keys agreement (*i.e.*, E.M. paid the tenant in exchange for leaving the property and returning the keys).

6. E.M. filed a disciplinary complaint against Respondent, alleging several Rule violations. In response to the complaint, Respondent provided a copy of his office file for E.M.'s matter. Respondent's records indicated that he deposited E.M.'s entire flat fee in his operating account, despite only having earned $400 when the deposit was made. Respondent also admitted that he deposited other flat fees into his operating account rather than his trust account between January and August 2024.

7. Disciplinary Counsel subpoenaed bank records for Respondent's trust and operating account during the relevant period, as well as Respondent's own financial records. Respondent did have records for many of the client matters including retainer agreements and invoices to clients for his time charges. The records Respondent kept and maintained, however, were not complete and prevented Disciplinary Counsel from auditing his handling of entrusted funds, even with the additional information that Respondent provided during the investigation.

8. Disciplinary Counsel could not prove that Respondent engaged in misappropriation of client funds.

9. Disciplinary Counsel also could not prove that any client or third party was prejudiced or harmed by Respondent's handling of entrusted funds and failure to maintain complete records of those funds.

10. Respondent has agreed to meet with the D.C. Bar's Practice Management Assistant Services program and take remedial measures to ensure he is complying with his ethical obligations.

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

a. Rule 1.3(a) and (c) for failure to represent E.M. with diligence and failing to act with reasonable promptness;

b. Rule 1.4(a) and (b) for failure to keep E.M. reasonably informed about the status of the matter and failing to explain the matter so that E.M. could make informed decisions about the representation; and,

c. Rule 1.15(a) for engaging in commingling and failing to keep and maintain complete records of entrusted funds.

III. Statement of Promises

Disciplinary Counsel has not made any promises regarding the underlying matter other than to recommend a public censure with conditions as part of this negotiated disposition.

IV. The Agreed-Upon Sanction

A. Agreed Sanction

Respondent and Disciplinary Counsel have agreed that the appropriate sanction for the stipulated misconduct is a public censure with conditions. Respondent and Disciplinary Counsel have agreed to the following conditions of this negotiated disposition:

(a) Respondent has already taken "Managing Money," an approved continuing legal education course related to the maintenance of trust accounts, record keeping, and/or safekeeping client property. Respondent has also taken "Basic Training and Beyond," a two-day course designed to help lawyers grow and manage small firms. Respondent has provided proof of completion for both courses to Disciplinary Counsel

(b) Respondent has agreed to meet with Dan Mills, Manager of the Practice Management Advisory Service of the District of Columbia Bar. Respondent will execute a waiver allowing Mr. Mills and/or the assigned practice monitor to communicate directly with the Office of Disciplinary Counsel regarding his compliance. Mr. Mills or the assigned practice monitor will conduct a full assessment of Respondent's practices, including but not limited to reviewing financial records, client files, engagement letters, and his supervision and training of staff. Mr. Mills or the assigned practice monitor shall take steps to ensure that

Respondent is aware of and has taken steps to comply with his obligations under Rules 1.3, 1.4, and 1.15(a), including maintaining complete records relating to client funds and that Respondent complies with all of the practice monitor's recommendations.

(c) Respondent must be in full compliance with the practice monitor's requirements for a period of twelve consecutive months. After the practice monitor determines that Respondent has been in full compliance for twelve consecutive months, Respondent must sign an acknowledgement that he is in compliance with the practice monitor's requirements and file the signed acknowledgement with the Office of Disciplinary Counsel. This must be accomplished no later than two years after the date of the Court's final order.

B. Relevant Precedent

Under Board Rule 17.5(a)(iii), the agreed-upon sanction in a negotiated discipline case must be "justified, and not unduly lenient, taking into consideration the record as a whole." However, a justified sanction "does not have to comply with the sanction appropriate under the comparability standard set forth in D.C. Bar Rule XI, § 9(h)." Board Rule 17.5(a)(iii).

The sanction for a single instance of failure to act diligently and failure to communicate ranges from an informal admonition to a short suspension. *See, e.g.*, *In re Johnson*, Disciplinary Docket No. 2003-D189 (October 19, 2005) (informal

admonition for failing to maintain records of entrusted funds, provide diligent and zealous representation, and act with reasonable promptness); *In re Brazil*, Disciplinary Docket No. 2013-D123 (June 30, 2014) (informal admonition for failing to safeguard client property, failing to represent client diligently, and failing to act with reasonable promptness); *In re Douglass*, 745 A.2d 307 (D.C. 2000) (censure for failing to act with competence, represent a client diligently, or act with reasonable promptness in connect with a client matter); *In re Cole*, 967 A.2d 1264 (D.C. 2009) (30-day suspension where respondent neglected a single matter while falsely assuring immigrant client that he had filed requisite pleadings for approximately 15 months and where client received an order of removal that was eventually rescinded, and where respondent accepted responsibility for his misconduct, refunded the client, and had no prior discipline);

The range of sanction for violations of Rule 1.15(a) involving commingling and failure to maintain complete records range from a Board reprimand to a short suspension. In most commingling cases, the Court has imposed a public censure – a sanction consistent with its warning in *In re Hessler*, 549 A.2d 700, 703 (D.C. 1988), that "in future cases of even 'simple commingling,' a sanction greater than public censure may well be imposed." *See, e.g.*, *In re Mott*, 886 A.2d 535 (D.C. 2005) (censure for failing to deposit client funds in a designated escrow account, failing to adequately safeguard client funds, and failing to keep appropriate records);

In re Clower, 831 A.2d 1030 (D.C. 2003) (censure for failing to maintain complete records and failing to promptly notify and pay a third party from settlement funds; lawyer did not engage in commingling); *In re Graham*, 795 A.2d 51 (D.C. 2002) (censure for three instances of commingling when lawyer deposited client funds into his operating account and in one case failed to timely deliver funds to a third party); *In re Iglehart*, 759 A.2d 203 (D.C. 2000) (30-day suspension for commingling funds in trust account and failing to maintain adequate trust account records); *In re Goldberg*, 721 A.2d 627 (D.C. 1998) (censure for commingling law firm operating funds with the firm's escrow funds for brief period); *In re Osborne*, 713 A.2d 312 (D.C. 1998) (censure for depositing attorney's funds in firm trust account and failing to supervise staff; however, bookkeeper kept "careful records of all funds"); *In re Teitelbaum*, 686 A.2d 1037 (D.C. 1996) (censure for single instance of commingling when lawyer deposited settlement check into non-escrow checking account; lawyer had prior Informal Admonition); *In re Parsons*, 678 A.2d 1022 (D.C. 1996) (censure for commingling; lawyer had prior discipline); *In re Millstein*, 667 A.2d 1355 (D.C. 1995) (censure for single instance of commingling when lawyer deposited settlement check into operating account); *In re Ross*, 658 A.2d 209 (D.C. 1995) (30-day suspension for depositing settlement check into operating account and failing to promptly pay a medical provider); *In re Ingram*, 584 A.2d 602 (D.C. 1991) (censure for depositing settlement check into lawyer's personal bank account and failing to

promptly notify and pay client); *see also In re Canty*, BDN 310-02 Order (BPR Dec. 31, 2013) (Board reprimand for commingling and failure to maintain complete records); *In re Jones*, BDN 486-94 Order (BPR June 18, 1997) (reprimand for commingling for period of two and a half months; no finding that lawyer failed to maintain complete records); *In re Curtis*, BDN 366-95 Order (BPR Oct. 11, 1996) (reprimand for isolated commingling involving entrusted funds received on behalf of clients who were lawyer's relatives).

C. Mitigating Circumstances

A public censure is justified in this case because it is within the range of sanctions and takes into account the mitigating factors, which include: (a) Respondent has no prior discipline; (b) Respondent has taken full responsibility for his misconduct and has demonstrated remorse; (c) Respondent has fully cooperated with Disciplinary Counsel, including meeting with Disciplinary Counsel, and providing written responses, bank statements, and client records; and (d) prior to agreeing to this negotiated disposition, Respondent began taking continuing legal education courses to better understand his ethical obligations and ensure his compliance regarding handling of entrusted funds.

WHEREFORE, the Office of Disciplinary Counsel requests that the Executive Attorney assign a Hearing Committee to review the petition for negotiated disposition pursuant to D.C. Bar Rule XI, § 12.1(c).

Respectfully submitted,

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