

THIS REPORT IS NOT A FINAL ORDER OF DISCIPLINE\*



DISTRICT OF COLUMBIA COURT OF APPEALS  
BOARD ON PROFESSIONAL RESPONSIBILITY

**Issued**  
**Aug 10, 2022**

In the Matter of: :  
:   
BENJAMIN M. SOTO, :   
:   
Respondent. : Board Docket No. 20-BD-057  
: Disc. Docket No. 2015-D087  
A Member of the Bar of the :   
District of Columbia Court of Appeals :   
(Bar Registration No. 453728) :

REPORT AND RECOMMENDATION OF  
THE BOARD ON PROFESSIONAL RESPONSIBILITY

Respondent, Benjamin M. Soto, Esquire, is charged with violating Rules 8.1(a) (knowingly making false statement of fact in disciplinary matter), 8.1(b) (knowingly failing to respond reasonably to Disciplinary Counsel’s lawful demand for information), 8.4(b) (criminal act—forgery in violation of D.C. Code § 22-3241—that reflects adversely on the lawyer’s fitness), 8.4(c) (dishonesty, fraud, deceit, or misrepresentation), and 8.4(d) (serious interference with the administration of justice) of the District of Columbia Rules of Professional Conduct (the “Rules”). These charges arose from Respondent’s conduct in directing the alteration of notarized legal documents in a real estate transaction and filing them with the Recorder of Deeds, and the subsequent effect on related probate proceedings. Disciplinary Counsel additionally alleges that Respondent engaged in misconduct during its disciplinary investigation.

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\* Consult the ‘Disciplinary Decisions’ tab on the Board on Professional Responsibility’s website ([www.dcattorneydiscipline.org](http://www.dcattorneydiscipline.org)) to view any subsequent decisions in this case.

After a hearing and the parties' post-hearing briefing, the Ad Hoc Hearing Committee determined that Disciplinary Counsel had proven the violations of Rules 8.1(a), 8.4(c), and 8.4(d) by clear and convincing evidence, but not the Rule 8.1(b) and 8.4(b) charges. As aggravating factors relevant to sanction, the Hearing Committee noted the seriousness of the misconduct, the prejudice to the judicial process, the dishonesty in altering two signed and notarized legal documents, and Respondent's prior discipline history which also involved the filing of false real estate documents.<sup>1</sup> The Committee recommended a six-month suspension from the practice of law as an appropriate sanction for the violations of Rules 8.1(a), 8.4(c), and 8.4(d).

Before the Board, Respondent concedes the Rule 8.4(c) and 8.4(d) violations but takes exception to both the Committee's conclusion that Rule 8.1(a) was violated and the Committee's sanction recommendation. Disciplinary Counsel takes exception only to the sanction recommendation, arguing that a one-year suspension is more appropriate.

Having considered the record, as well as the parties' briefing and oral arguments, we agree with Respondent that one of the Rule 8.1(a) findings is not supported by clear and convincing evidence, but we do find that the other Rule 8.1(a) finding by the Committee is supported by clear and convincing evidence. For the

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<sup>1</sup> The Hearing Committee did not find the aggravating factor of intentionally false testimony, as advanced by Disciplinary Counsel in its post-hearing briefing. Before the Board, Disciplinary Counsel no longer asserts that Respondent's testimony before the Committee was intentionally false.

single violation of Rule 8.1(a) and the violations of Rules 8.4(c) and 8.4(d), we recommend that Respondent be suspended from the practice of law for six months.

## DISCUSSION

Except as noted, we adopt the Hearing Committee’s findings of fact (FF) because they are supported by substantial evidence in the record as a whole.<sup>2</sup> We have also made supplemental factual findings established by clear and convincing evidence, citing directly to the transcripts and exhibits. *See* Board Rule 13.7.

A. Rule 8.4(c): The Alteration of the Notarized Documents and Additional Dishonest Conduct in Failing to Inform Probate Counsel

Since 2002, Respondent has owned and operated Premium Title & Escrow, LLC (“Premium Title”), which has a workforce of approximately 20 employees under Respondent’s supervision. FF 2-3. While Respondent does not represent clients as an attorney, he advertises the fact he is an attorney on Premium Title’s website and serves as the title insurance agent and, as he explained at the hearing, “title insurance [ ] requires legal analysis.” FF 5. In the summer of 2012, William Duggan, who operates a bar and restaurant at the address of 2461 18<sup>th</sup> Street, N.W., D.C. (“the Property”) in Adams Morgan, contacted Respondent because the Property had “title problem[s]” that needed to be corrected before the Property could act as collateral for \$1.1 million commercial refinance loan. FF 6, 22, 23, HC Rpt. at 17, n.10. The loan proceeds were to be for the benefit of a limited liability company,

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<sup>2</sup> ODC does not take exception to the Committee’s findings of fact (FF 1-144), and Respondent only takes exception to the findings of fact related to the Rule 8.1(a) charge.

which was to be later formed by Mr. Duggan for the purpose of receiving the loan funds. FF 22.<sup>3</sup>

Mr. Duggan was aware that he did not hold title to the Property. As far back as 1975, the Property had been held by Jack Littlejohn, who had taken out personal loans on the Property through promissory notes and defaulted on three of these loans (the “Three Defaulted Notes”). FF 8, 11. The Three Defaulted Notes were for \$205,000, \$100,000, and \$50,000 (totaling \$355,000), and they were secured by three separate deeds of trusts (DOT) on the Property. FF 12. The Three Defaulted Notes were later owned by David Levin, who passed away before he could foreclose on the Property.<sup>4</sup> FF 12. Sometime in late 1995, when Mr. Duggan became aware that the Property could be purchased at a reduced price from the Levin estate, he alerted his friend and business associate, Daniel Solomon, who then purchased the Three Defaulted Notes from the Levin estate for \$270,000 in cash. FF 14. Mr. Solomon effectuated the purchase through his corporate entity, Coles Farm Enterprise, LLC (“Coles Farm”). FF 16. In conjunction with Mr. Solomon’s purchase of the Three Defaulted Notes, Mr. Duggan, through his own corporate entity, “2461 Corporation,” signed a \$350,000 promissory note (the “1996 Note”) to

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<sup>3</sup> The loan of \$1.1 million required Respondent to clear title to another property located at 2423 18<sup>th</sup> Street in Washington, D.C., but ultimately that property was not used for the loan. *See* FF 22, n.9.

<sup>4</sup> Although a statement of account filed by the Littlejohn Estate showed that the Property had been lost in a 1995 foreclosure, that foreclosure was not completed due to the noteholder David Levin’s death. FF 11, n.6.

the benefit of Coles Farm, with Richard S. Basile as Trustee. RX 21 at 1.<sup>5</sup> The 1996 Note owed by Mr. Duggan represented \$270,000 for the purchase of the Three Defaulted Notes, \$70,000 for payment of one of Mr. Duggan's earlier debts to Mr. Solomon, and \$10,000 for closing costs associated with the purchase of the notes from the Levin estate. FF 14. Because Coles Farm owned the Three Defaulted Notes but never successfully foreclosed on the Property (two attempts were null and void), title remained in the name of Jack Littlejohn.<sup>6</sup> *See, e.g.*, FF 18, n.8; FF 33, n.13.

Respondent began working with his title insurance underwriter, Mr. Duggan, Mr. Duggan's long-time attorney Mr. Bianco, Mr. Solomon, and John Hopkinson (Cole Farm's accountant and manager) to determine how best to achieve the goal of transferring title of the Property to an entity controlled by Mr. Duggan. FF 24. Mr. Duggan contacted the Littlejohn estate's personal representative, Homer Littlejohn, and sought his cooperation to effectuate the transfer of the title. FF 25. Mr. Duggan paid Homer Littlejohn \$5,000 for his cooperation and also paid for the probate attorney who would assist Mr. Littlejohn, Ms. Ara Washington (previously Ms. Ara

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<sup>5</sup> Mr. Basile has represented Mr. Duggan in real estate transactions since the mid-1990s, and Mr. Basile prepared the 1996 Note for Mr. Duggan and named himself as trustee. Tr. 1162, 1169.

<sup>6</sup> From 1996 to 2012, Mr. Duggan paid the annual property taxes for the Property, which continued to identify Jack Littlejohn as the title owner. *See* FF 19; *see also* FF 7 (title report showed that title was in the name of Jack Littlejohn). From 1996 through 2012, Coles Farm continued to own the Three Defaulted Notes, and Mr. Duggan used the Property for his bar and restaurant without interference and without fear of Mr. Solomon selling the Property to a third party. FF 16, 18. Mr. Duggan was friends with Mr. Solomon; they had a history of informal financial arrangements, and they did not always record deeds or their informal assignments. *See, e.g.*, FF 18, n.8; FF 24; FF 33, n.13; FF 110.

Parker), in reopening the Jack Littlejohn estate – a necessary step for transferring title of the Property from the estate to an entity controlled by Mr. Duggan. FF 26.

On November 5, 2012, Mr. Bianco emailed Respondent a proposed transaction structure to effect transfer of the Property's title to a yet-to-be-formed entity called Lenjeswil, LLC, an entity that would be essentially controlled by Mr. Duggan given that his wife was its sole member and she was not actively involved. FF 32-33. Respondent spoke with his underwriter and subsequently wrote to Mr. Bianco that they would need *both* Homer Littlejohn as personal representative of the Littlejohn estate *and* a representative for Coles Farm to sign a deed in lieu of foreclosure to satisfy the underwriter of the title insurance. FF 33. Respondent provided Esther Blackwell, his senior settlement processor, with specific instructions on how he wanted her to draft the deed in lieu of foreclosure<sup>7</sup> to effectuate the proposed structure. FF 39. Ms. Blackwell forwarded Respondent a copy of the draft Deed, which he reviewed and edited, and the draft copy of the FP 7/C tax form that would accompany the Deed. FF 39; HC Rpt. at 25, n.15. The Deed

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<sup>7</sup> As explained by Respondent's real estate expert, Douglas Bregman, a deed in lieu of foreclosure occurs:

[w]hen a lender of a property has the security in the property and the mortgagor is not paying, the mortgagee can, by virtue of the deed of trust of the mortgage document, foreclose on the property. Or instead of doing that, that's the ["in lieu,"] the mortgagee can forgive some or all of the debt in return for having the property deeded to the mortgagee or perhaps even a third party as part of the deed in lieu of foreclosure. So they don't have to go through the whole foreclosure process.

Tr. 1659.

provided that “in consideration of the sum of **No and 00/100 Dollars (\$0.00)**,” Homer Littlejohn and Richard Basile, as Substitute Trustee for Coles Farm, granted the Property in fee simple to Lenjeswil, LLC. FF 40; DCX 38 at 006 (Deed) (emphasis in original). The tax form included “Total Consideration” as “**\$0.00**” and the assessed value of the Property as “**\$856,990.00**” (line 3 in Part J provided that “If no consideration, use Assessed Value,” which was “\$856,990.00). FF 40; DCX 38 at 003 (Real Property Recordation and Transfer Tax Form FP 7/C) (emphasis in original).

Mr. Duggan objected to the drafted documents’ reference to Mr. Basile as Substitute Trustee for Coles Farm and the FP 7/C tax form’s use of the assessed value of the property: “There [i]s no substitute trustee[.] [I]t should be a sale from Littlejohn estate to Lenjeswil LLC . . . . I thought we were doing the price as \$205,000 the same as the [first] trust, with the short sale debt being forgiven[.]” FF 43. When Respondent learned about Mr. Duggan’s objections, he removed Mr. Basile as Substitute Trustee as a Grantor in the FP 7/C tax form – but not from the Deed; he did not change the amount of consideration of “**No and 00/100 Dollars (\$0.00)**” on the Deed and “**\$0.00**” on the tax form. *See* DCX 53 at 001-003. On December 17, 2012, Homer Littlejohn and Ms. Washington (as witness) signed the Deed and Homer Littlejohn signed the FP 7/C tax form; notary Linda Brooks notarized Mr. Littlejohn’s signature on both the Deed and tax form. FF 49.

A few months later, on February 15, 2013, Ms. Blackwell forwarded to Mr. Duggan the closing documents for the \$1.1 million commercial refinancing,

including the HUD-1 which reflected **\$24,852.72** in transfer and recordation taxes for the aforementioned Deed transferring title. FF 54-55. In the District of Columbia, taxes on a deed are calculated at 1.45% of the amount of consideration, but if the consideration is zero, they are calculated at 1.45% of the assessed value of the property. FF 84-85. The HUD-1 reflected the transfer and recordation taxes which had been calculated based on 1.45% the current assessed value of the Property, \$856,990. Mr. Duggan replied by email to Ms. Blackwell on February 18, 2013:

Esther

    this is supposed to be a short sale from Littlejohn to Lenjeswil at \$205,000. Where do those ridiculous transfer/recordation fees come from[?] The whole reason for re-opening the Littlejohn estate was to effect [sic] this.

Please have ben [Soto] call asap

Bill

FF 56. Respondent called Mr. Duggan, who expressed his anger about the transfer and recordation taxes based on the assessed value of the Property. FF 61. Mr. Duggan argued that the consideration should have been \$205,000, not zero which led to higher taxes due to the assessed value being applied. Respondent advised Mr. Duggan that if \$205,000 was used for the consideration, the taxes would still be calculated on the assessed value of the Property (\$856,990) because that amount would be considered “nominal” as it was less than 30% of the assessed value. FF 62-63, 85; *see infra* n.8 (D.C. Code § 42-1104); DCX 186 at 062 (9 DCMR 502.6 (“Any consideration paid which equals less than 30% of the fair market value of the



property shall be deemed to bear no reasonable resemblance to the fair market value of the property and, therefore, shall be deemed to be nominal.”).

Less than 24 hours after the phone call with Mr. Duggan, Respondent deviated from his standard practice of using \$0 consideration for deeds in lieu of foreclosure and changed the amount of consideration using Mr. Duggan’s rationale for calculating the consideration (the amount paid for the 1996 Note). FF 62, 69. Respondent found that this method was consistent with the D.C. Code’s broad definition for consideration. *Id.*<sup>8</sup> Instead of using Mr. Duggan’s \$205,000 estimation, Respondent calculated the consideration by starting with \$350,000, the amount borrowed on the 1996 Note by 2461 Corporation (Mr. Duggan’s entity) and adding \$100,000 for Mr. Duggan’s “guesstimat[ion]” of money he had spent on improvements and taxes from 1996 to 2012. FF 62; FF 70 (Respondent

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<sup>8</sup> D.C. Code § 42-1101(5) (emphasis added) provides that “[t]he word ‘consideration’ except as otherwise provided by § 42-1104, means the price or amount actually paid, or required to be paid, for real property including any mortgages, liens, encumbrances thereon, construction loan deeds of trust or mortgages or permanent loan deeds of trust or mortgages.” D.C. Code § 42-1104 provides:

Computation of tax where absence of or no consideration; when fair market value to be shown on return; consideration on deeds of trust or mortgages.

(a) Consideration for a deed conveying title to real property or transferring an economic interest in real property, for purposes of the tax imposed by § 42-1103(a) and (b), including any mortgages, liens, or encumbrances there, shall be the amount required to be paid or provided in exchange for the execution and delivery of the deed. Where no price or amount is paid or required to be paid for the real property or for the transfer of an economic interest in real property or where the price is nominal, the consideration for the deed of trust shall, for purposes of the tax imposed by 42-1103(a) and (b), be the fair market value of the real property, and the tax shall be based upon the fair market value.

acknowledging that more than \$100,000 had been paid in taxes by Mr. Duggan and that he “admittedly could not point to records showing [that] his calculation of the \$450,000 consideration amount was accurate”).<sup>9</sup> In addition to consulting the D.C. Code’s definition of consideration, Respondent spoke briefly (“probably a conversation that didn’t last more than two minutes.” Tr. 769 (Respondent)) to Ida Williams, the Recorder of Deeds, about his methodology for recalculating the consideration. FF 71.

At the hearing, Mr. Bregman, Respondent’s real estate law expert asserted that \$450,000 was a “fair estimate” for the consideration because the actual amount of consideration would be very difficult to calculate. As Mr. Bregman explained, the consideration amount would not have been based on how much 2461 Corporation had paid for the 1996 Note, but the amount that was forgiven by the deed in lieu of foreclosure. *See* HC Rpt. at 35, n.20. However, the amount that had been forgiven by the transaction would be very difficult to determine because, as noted by Mr. Bregman, they did not know “[h]ow much was paid on the underlying indebtedness by the Littlejohn family before it went into default.” Tr. 1665.

On February 19, the day after his phone call with Mr. Duggan, Respondent instructed Ms. Blackwell to alter the consideration amount in the Deed and FP 7/C

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<sup>9</sup> The Hearing Committee found that Respondent’s estimation of \$450,000 for the consideration was “inaccurate – a fact which he could have realized if he had more carefully reviewed the documents in his possession” but also concluded that Disciplinary Counsel had not proven that Respondent had an intent to defraud the D.C. government. HC Rpt. at 96; *see also* HC Rpt. at 3 (noting Respondent’s “good faith belief that his estimated amount of consideration and the reduction in taxes were appropriate”).

tax form – even though the two documents were already signed and notarized – to reflect consideration in the amount of “\$450,000.” FF 57. By changing the amount of consideration to \$450,000, the recordation and transfer taxes were reduced to \$13,050.00. FF 60. To execute these revisions, a new deed should have been created and executed. Instead, at Respondent’s direction, Ms. Blackwell created a “new” first page that removed all references to Coles Farm and Mr. Basile foreclosing on the property on behalf of Coles Farm, and changed the consideration amount from “No and 00/100 Dollars (\$.00),” to “\$450,000.” FF 58; *Compare* DCX 52 at 001-003, *with* DCX 145 at 001-002. The second page of the original Deed containing Homer Littlejohn’s notarized signature and Ms. Washington’s signature as a witness was then attached it to this “new” first page. FF 58.

For the FP 7/C tax form, again at Respondent’s direction, Ms. Blackwell substituted a “new” second page that stated the amount of consideration was \$450,000 instead of “\$0.00.” FF 59. Additionally, the prior higher tax amount of \$24,852.72 (a typed entry) was whited out and that entry was covered with the lesser amount of taxes, \$13,050.00, written in by hand. *Id.* These alterations were made, as with the Deed, while retaining the attached notarized signature of Homer Littlejohn and without any notation that changes had been made to an original document. *Compare* DCX 53 at 003, *with* DCX 146 at 003

After the settlement on February 20, 2013, Gabriella Carter, a Premium Title employee, took the altered deed and FP 7/C tax form to the Recorder of Deeds for recording. FF 90. Respondent admittedly did not notify Ms. Washington of these

alterations before filing them with the Recorder of Deeds, even though she was Homer Littlejohn's counsel. FF 74, *see also* HC Rpt. at 82, n.31. On September 13, 2013, Ms. Washington obtained a copy of the Deed that Premium Title had recorded with the consideration changed to \$450,000 and the reference to Coles Farm and Mr. Basile as Substitute Trustee foreclosing on the property removed. FF 98. In an email dated October 1, 2013, Ms. Washington confronted Respondent about the changes that had been made: "The recorded deed removed the paragraph regarding the foreclosure and lists consideration in the amount of Four Hundred Fifty Thousand Dollars. That is the discrepancy that I'm talking about and I need to see proof of the consideration that's listed in the recorded deed." FF 101. Ms. Washington called Respondent several times to correct the problem to no avail. FF 106. Respondent did not return her phone calls. FF 106. The Recorder of Deeds Office staff told Ms. Washington that they could not assist her in correcting the altered documents. The Hearing Committee found that Respondent was not intentionally dishonest in his dealings with Ms. Washington, but that he was recklessly dishonest in that he consciously disregarded the risk that the alterations to the Deed and FP 7/C tax form would prejudice Ms. Washington and her client. HC Rpt. at 89. We agree with the Hearing Committee that the evidence is clear and convincing that Respondent violated Rule 8.4(c) (dishonesty, fraud, deceit, or misrepresentation), a conclusion which Respondent does not challenge.

The Court of Appeals has explained that each of these terms encompassed within Rule 8.4(c) "should be understood as separate categories, denoting

differences in meaning or degree.” *In re Shorter*, 570 A.2d 760, 767 (D.C. 1990) (per curiam). Each category requires proof of different elements. *See In re Romansky*, 825 A.2d 311, 315 (D.C. 2003). Although the Hearing Committee found that Respondent did not intend to defraud the D.C. government, which would have resulted in a Rule 8.4(b) violation, dishonesty in violation of Rule 8.4(c) does not require proof of deceptive or fraudulent intent. *See id.* If the conduct is “obviously wrongful and intentionally done, the performing of the act itself is sufficient to show the requisite intent for a violation.” *Id.* To establish deceit, the respondent must have knowledge of the falsity, but it is not necessary that the respondent have intent to deceive or defraud. *In re Schneider*, 553 A.2d 206, 209 (D.C. 1989) (finding deceit where attorney submitted false travel expense forms but did not intend to deceive the client or law firm and there was no personal gain); *see also Shorter*, 570 A.2d at 767 n.12.

As succinctly described by the Hearing Committee, Respondent violated Rule 8.4(c) when he directed the alteration of the notarized documents and filed them as if they were the original:

It is undisputed that the changes to the deed and tax form were not obvious to the Recorder of Deeds; no reviewer of the legal documents would have been able to detect that they were not the original signed and notarized deed and tax form. Any licensed attorney understands that such conduct is “obviously wrongful.”

HC Rpt. at 88-89 (citing *Romansky*, 825 A.2d at 315). Additionally, we agree with the Hearing Committee that Respondent was dishonest in his dealings with Ms. Washington and Homer Littlejohn:

He put Ms. Washington in a precarious position before the probate court and potentially caused problems for her client by making it appear that the estate owned unpaid taxes for \$450,000 in consideration it had purportedly received. Respondent consciously disregarded the risk that the alterations would prejudice Homer Littlejohn and Ms. Washington.

HC Rpt. at 89 (citing *In re Rosen*, 570 A.2d 728, 728-730 (D.C. 1989) (per curiam) and *In re Lattimer*, 223 A.3d 437, 451 (D.C. 2020) (per curiam)).

B. Rule 8.4(d): Additional Proceedings Before the Probate Court

The change in the amount of consideration from zero to \$450,000 ultimately prejudiced the Littlejohn Estate and delayed the closing of the estate, which resulted in Mr. Littlejohn owing additional legal fees to Ms. Ara Washington (beyond the \$2,000 flat fee already paid by Mr. Duggan). FF 74, 108; DCX 186 at 006. After the altered Deed and FP 7/C tax form were filed with the Recorder of Deeds, the Probate Division requested copies of the legal documents to close the Littlejohn Estate. FF 97. On January 15, 2014, the Probate Court auditor sent a requirements letter to Ms. Washington and Homer Littlejohn, requesting information concerning the \$450,000 consideration amount and “the reason the funds were not reported in the estate.” FF 103. On November 5, 2014, Ms. Washington appeared at a summary hearing before Associate Judge Campbell of the Probate Division; she explained to Judge Campbell that Homer Littlejohn was not responsible for altering the amount of consideration, and the Deed that had been recorded by Premium Title was *not* the deed that he had executed. FF 107. At the close of the hearing, the Auditing Branch Manager recommended a referral to the Auditor-Master due to continued concerns about fraud. FF 107. On February 2, 2015, Ms. Washington and Mr. Littlejohn

appeared before the Auditor-Master, with Ms. Washington testifying under oath that neither the estate nor Mr. Littlejohn had received any consideration. FF 108. When Homer Littlejohn was asked by the Auditor-Master why he had agreed to reopen the estate, which required the cost of hiring an attorney, Homer Littlejohn testified that Mr. Duggan had represented he would pay the attorney fees but he himself had now incurred additional fees beyond what Mr. Duggan agreed to pay – a fact that Ms. Washington confirmed. FF 108. Mr. Littlejohn was asked to confirm under oath that he had not received any money for the Property and to confirm that the estate had not received any funds when it was closed in the early 1990s. FF 108. The Auditor-Master concluded that no consideration had been exchanged and decided that it had adequate documentation that the estate and Homer Littlejohn had not received \$450,000. FF 108.

Rule 8.4(d) provides that it is professional misconduct for a lawyer to “[e]ngage in conduct that seriously interferes with the administration of justice.” To establish a violation of Rule 8.4(d), Disciplinary Counsel must demonstrate by clear and convincing evidence that: (i) Respondent’s conduct was improper, *i.e.*, that Respondent either acted or failed to act when he should have; (ii) Respondent’s conduct bore directly upon the judicial process with respect to an identifiable case or tribunal; and (iii) Respondent’s conduct tainted the judicial process in more than a *de minimis* way, *i.e.*, it must have potentially had an impact upon the process to a serious and adverse degree. *In re Hopkins*, 677 A.2d 55, 60-61 (D.C. 1996).

Here, as Respondent concedes by not taking an exception, the evidence is clear and convincing that that Respondent seriously interfered in the administration of justice when he changed the consideration amount which extended the probate proceedings and delayed the closing of the Littlejohn estate. It is undisputed that the Probate Division of the D.C. Superior Court was required to expend additional time and resources to determine if the Littlejohn estate had violated any laws or committed fraud. Moreover, the act of altering notarized legal documents and filing them with the Recorder of Deeds constitutes a violation of Rule 8.4(d). *See, e.g., In re Goffe*, 641 A.2d 458, 459 (D.C. 1994) (per curiam) (the respondent’s fabrication and alteration of evidence seriously and adversely impacted the judicial process); *In re Sandground*, 542 A.2d 1242, 1243 (D.C. 1988) (per curiam) (the respondent’s assistance in concealing of assets was prejudicial to the administration of justice under DR 1-102(A)(5) (Rule 8.4(d)’s predecessor)); *In re Reback*, 513 A.2d 226, 229 (D.C. 1986) (en banc) (forging client’s signature on complaint was prejudicial to the administration of justice, in violation of DR 1-102(A)(5)).

C. Rule 8.1(a): Knowingly False Statement

Respondent takes exception to the Committee’s finding that Respondent violated Rule 8.1(a) in the two instances described by the Hearing Committee and denies that he knowingly made false statements to Disciplinary Counsel during the disciplinary investigation. Rule 8.1(a) provides that “a lawyer . . . in connection with a disciplinary matter, shall not . . . knowingly make a false statement of fact[.]” It is a violation for a lawyer to “knowingly to make a misrepresentation or omission in



connection with a disciplinary investigation of the lawyer’s own conduct.” Rule 8.1, cmt. [1]. “Concealment or suppression of a material fact is as fraudulent as a positive direct misrepresentation.” *Andolsum v. Berlitz Sch. of Languages of Am., Inc.*, 196 A.2d 926, 927 (D.C. 1964) (citation omitted). Moreover, the “[l]ack of materiality does not excuse a knowingly false statement of fact.” Rule 8.1, cmt. [1]. Knowingly is defined as “actual knowledge of the fact in question” which “may be inferred from the circumstances.” Rule 1.0(f).

1. Respondent’s 2015 Letter to Disciplinary Counsel

On March 25, 2015, the Office of Disciplinary Counsel docketed its investigation of Respondent based on a referral from the Probate Court’s Auditor-Master. Disciplinary Counsel mailed an inquiry letter that same day to Respondent, in which it informed Respondent that it had not yet “taken any position” regarding the referral from the Probate Court and requested that Respondent “[p]lease provide a substantive, written response . . . to each allegation of misconduct ” DCX 157 at 001-002.

Attached to the letter from Disciplinary Counsel were several pages, including a copy of Auditor-Master Louis L. Jenkins’s statement titled “Referral to Bar Counsel,” in which he stated that the referral of the matter was for the purpose of “Bar Counsel to investigate the recording of a deed” and asserting that Respondent had either “changed the language of a previously executed deed, or caused it to be changed . . . .” DCX 157 at 003. Also attached to Disciplinary Counsel’s inquiry letter was the entire Report of the Auditor-Master and exhibits from the proceedings,

including Ms. Washington's letter to the D.C. Superior Court Auditor Patsy Spratley and email communications between Respondent and Ms. Washington; Disciplinary Counsel's inquiry letter also included the copy of the original Deed and FP 7/C tax form as it had been executed by Homer Littlejohn. *See* DCX 157 at 004-032. In the letter which Respondent was provided, Ms. Washington alleged that Respondent had improperly removed the following language from the original deed executed by Homer Littlejohn:

**“Whereas, the Substitute Trustee, Richard S. Basile filed a Notice of Foreclosure recorded February 10, 2003, as Instrument No. 2003019292 foreclosing on the Estate of Jack Littlejohn (who died on or about May 14, 1993) and the Grantors desire to convey their interest to the Grantee.**

**Witnesseth, that in consideration of the sum of No and 00/100 Dollars (\$.00), the party of the first part does hereby grant unto the party of the second part . . . ”**

DCX 157 at 018 (emphasis in original).

Respondent's counsel sent Disciplinary Counsel a responsive letter dated May 15, 2015. Respondent's counsel drafted and signed the letter. Respondent also personally signed the response, certifying to the Office of Disciplinary Counsel that the “statements in the foregoing response are true and correct to the best of my knowledge.” FF 131, n.29.

Disciplinary Counsel alleges that Respondent made the following false statement in his responsive letter: *“The actual consideration for the Deed was \$450,000 and was based on the loan the buyer provided to the decedent, which was never paid back and forgiven by the Deed, and all of the buyer's costs to upgrade*

*the property to pay property taxes over the years.” See Specification, ¶ 57 (emphasis added).*

The Hearing Committee found that this statement was deliberately misleading because Respondent knew that the buyer (Lenjeswil, LLC or Mr. Duggan) had not provided a loan to Jack Littlejohn and, further, Respondent falsely stated that the lender (Lenjeswil, LLC or Mr. Duggan) did not record the Substitute Trustee’s Deed transferring title to the lender following the foreclosure thereby “necessitat[ing] the need for the Deed to correct title to the Property.” DCX 163 at 002; *see also* HC Rpt. at 75.

Respondent argues that it was not deliberately misleading for him to have omitted reference to details concerning the assignments between Coles Farm and Mr. Duggan or the assignments between Mr. Duggan and Lenjeswil, LLC. Respondent claims that he referred only generically to “the lender” and that it was appropriate to use that term to represent all the different entities who held that role from the 1990s to 2013 and that these facts were not relevant to his explanation of the amount of consideration: “The omission in his response of details [is] not relevant to the explanation of why he adjusted the consideration from \$0 to \$450,000 and was not ‘deliberately misleading.’” Resp. Br. at 17, 21.

We disagree with Respondent’s assertion that Coles Farm’s or Mr. Duggan’s entity 2461 Corporation’s roles in the history of the Property were immaterial to an understanding of the calculation of the consideration. At the time he verified the truthfulness of his response to Disciplinary Counsel, Respondent knew that Jack

Littlejohn had defaulted on the Three Promissory Notes before he passed away in 1993, that Coles Farm paid \$270,000 in cash to the Levin estate for the Three Promissory Notes and the Deeds of Trust on the Property, and that Coles Farm had neither recorded the deeds nor successfully foreclosed on the property. FF 34, 36. Respondent also knew that Homer Littlejohn executed a deed on December 17, 2012 in order to transfer title to the Property to the foreclosing entity, Coles Farm, through a deed in lieu of foreclosure. FF 14, 19, 39-40; *see also* DCX 157 at 012 (Report of the Auditor Master Findings of Fact, Paragraphs D, E).

We agree with the Hearing Committee that Respondent knowingly made a false statement to Disciplinary Counsel when he stated that the transaction simply involved a loan that was forgiven between two parties, Jack Littlejohn and Lenjeswil, LLC (an entity under Mr. Duggan's control). Even if Disciplinary Counsel was somehow expected to understand that "decedent" and "buyer" were not actually the person and corporate identity stated in the Deed, Respondent knew he was oversimplifying the title issues which obfuscated his answer to Disciplinary Counsel's inquiry. The statement describing a simple loan that was forgiven between two parties falsely indicated the identity of the actual parties to the transaction and suggested that the calculation of the \$450,000 consideration was straightforward, accurate and above reproach. Respondent's statement was deliberately misleading also because it justified the removal of the additional grantor, Richard S. Basile (as Substitute Trustee for Coles Farm), from the Deed. *See* FF 101 (Ms. Washington objecting to the removal of Mr. Basile as the Substitute Trustee and the reference to

the attempted foreclosure on the Property); *supra* at p. 17-18 (inquiry letter and attachments provided to Respondent); *see also* DCX 157 at 031 (Respondent’s email message in which he acknowledged his decision to remove Coles Farm’s notice of foreclosure: “the original draft deed . . . [was] changed to remove reference to the foreclosure and to change the consideration to assist the buyer in reducing the transfer taxes”).

We find that the Rule 8.1(a) violation involving the 2015 initial response is proven by clear and convincing evidence for essentially two reasons. First, the record shows that Respondent knew his initial statement to Disciplinary Counsel in 2015 was false. Second, Respondent knowingly omitted details of a complex transaction, instead using the complexity of how the consideration was calculated to obscure his actions, to include the significance of removing the reference to Coles Farm’s attempted foreclosure and continuing interest in the Property. *See, e.g., In re Verra*, 932 A.2d 503, 504 (D.C. 2007) (per curiam) (clear and convincing evidence that the respondent knowingly misrepresented the location and existence of records).

## 2. Respondent’s 2016 Statement to Disciplinary Counsel

Disciplinary Counsel alleges that Respondent made a knowingly false statement in his October 7, 2016 statement when he represented that the Recorder of Deeds, Ms. Williams, “agreed” that “the calculation of the consideration was appropriate.” Specification, ¶ 62. On October 7, Respondent’s new counsel wrote to Disciplinary Counsel and enclosed what was described as “the original Statement of Ben Soto” which included a 13-page summary of his “sequence of events” detailing

his involvement in clearing title for the real estate transaction. DCX 186 at 002. The summary included 28 paragraphs, with Disciplinary Counsel identifying paragraph 18, *see infra*, as involving a knowingly false statement in violation of Rule 8.1(a).

In paragraph 17 of his sequence of events, Respondent wrote that he told Mr. Duggan that they needed to estimate a consideration that would “be viewed as reasonable and correct and be able to withstand scrutiny” (DCX 186 at 009) and that Mr. Duggan agreed to the following calculation:

a. *Base Amount of \$340,000*: Mr. Duggan reported that his acquisition price on December 31, 1996 was \$340,000, which he explained had several components: the price that Solomon/Coles Farm had paid to the Estate of Levin for the notes which was \$270,000, plus \$70,000 for additional funds owed by the Duggans to Solomon/Coles Farm. The Duggans (through a corporation they had formed) executed a notarized, promissory note for \$350,000 which included an additional \$10,000 lent by Coles Farm to Duggan for closing costs.

b. *Additional Consideration*: In addition to the Base Amount, Mr. Duggan calculated that the real estate taxes and some other costs he had paid since December 31, 1996 through 2013 was \$110,000. These were sums that the Littlejohns would have had to pay had they exercised ownership during this period of time and appeared to be appropriate and prudent to add to the calculation.

c. *Total Consideration*: The \$340,000 and the \$110,000 were added together to arrive at \$450,000 as stated consideration that Duggan paid for the Property.<sup>10</sup>

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<sup>10</sup> Respondent testified that, at the time he directed the alterations, he relied on the value of the 1996 Note (\$350,000) with the addition of their rough estimation of \$100,000 for taxes and improvements that had been paid by Mr. Duggan to calculate a consideration total of \$450,000. FF 62; *see* Tr. 815-16, 818 (\$350,000 for the purchase of the notes and an addition of \$100,000 for a “guesstimate[ion]” of taxes and improvements made on the property). Those amounts were revised in his 2016 response to Disciplinary Counsel’s inquiry to \$340,000 for the 1996 Note (discounting the \$10,000 that Mr. Duggan agreed to reimburse Mr. Solomon for closing costs from

DCX 186 at 010.

In paragraph 18, Respondent stated the following, which Disciplinary Counsel argues was knowingly false:

*18. Given the unusual circumstances related to determining consideration, I contacted Ms. Ida Williams, the Recorder of Deeds, with whom I speak to from time to time when questions arise, to make sure that the theory behind the calculation of the consideration was sound. Ms. Williams agreed that, based on this scenario, the calculation of the consideration was appropriate.*

DCX 186 at 010 (emphasis added).

The Hearing Committee credited Respondent's claim that after his heated conversation with Mr. Duggan, he had called Ms. Williams, the D.C. Recorder of Deeds, to confirm that it was appropriate to calculate the consideration based on the amount paid for the notes when there is a deed in lieu of foreclosure. FF 71. Respondent recalled that it was a brief conversation that was no longer than two minutes. FF 71. Ms. Williams did not recall the specific phone call but acknowledged she and a member of her office may have conversations with settlement offices about whether "the methodology" for arriving at a taxable amount is correct, while not specifically approving a specific amount. FF 88. Respondent introduced exhibits showing prior communications between Ms. Williams and

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the original purchase from the David Levin Estate) and an estimation of \$110,000 for taxes and improvements to the Property. We, as did the Hearing Committee, treat this minor difference in the two amounts totaling \$450,000 as having limited significance.

Respondent that showed a history of her and Respondent addressing his inquiries concerning tax liability. *See* FF 140, 143.

This charge turns on the meaning of “based on this scenario” in Respondent’s statement to Disciplinary Counsel. DCX 186 at 10. The Hearing Committee concluded that “based on this scenario” was a representation that Respondent had informed Ms. Williams of the content of the preceding 17 paragraphs. The Hearing Committee concluded that Respondent could not have explained all 17 paragraphs in a two-minute phone call, and thus, his representation to Disciplinary Counsel was knowingly false.

Respondent argues that his representation in paragraph 18 that “Ms. Williams agreed that, based on this scenario, the calculation of the consideration was appropriate,” meant only that he and Ms. Williams discussed his methodology for calculating a consideration for a deed in lieu of foreclosure, a discussion that could take place in two minutes. *Resp. Br.* at 24. He argues that the initial 16 paragraphs in his response to Disciplinary Counsel contain facts necessary to Disciplinary Counsel’s understanding of the history of the transaction, detail that was not necessary for the general question he posed to Ms. Williams – how consideration is to be calculated for deeds in lieu of foreclosure. *See Resp. Br.* at 24. Respondent notes that Ms. Williams testified that she would not discuss “a detailed account[ing]” with callers but only general hypothetical questions: “[I]f they provided us with some general information as to the different components to a consideration, most likely we would have said that that seems like a reasonable way of calculating



consideration.” Tr. 362 (Williams). In short, Respondent argues that he did not provide Ms. Williams with the detail in paragraphs 1-16 because she did not need it.

The Hearing Committee’s conclusion that Respondent knowingly made a false statement to Disciplinary Counsel is an “ultimate fact;” we review that conclusion *de novo*. See *In re Micheel*, 610 A.2d 231, 235 (D.C. 1992); Order, *In re Luxenberg*, Board Docket No. 14-BD-083, at 12 (BPR July 6, 2017). Following that review, we conclude that Disciplinary Counsel has failed to prove by clear and convincing evidence that the “scenario” referenced in paragraph 18 included all of the information in paragraphs 1-17. Most compelling is the unrebutted testimony that Ms. Williams would not need (or want) the detailed information in order to answer the general hypothetical question that Respondent asked. See Resp. Br. 25 (quoting testimony). Finally, Disciplinary Counsel also failed to prove that, within the two-minute phone call, Respondent could not have explained the transaction in sufficient detail to provide Ms. Williams with a basis for approving his methodology for calculating the consideration. See, e.g., Tr. 363 (Williams) (“[I]f they generalized it, saying that we have a transaction with different ways, sources of consideration and can they be lumped up, all debts can they be considered as consideration, assumption of liens or debts, then we would say that it can be consideration.”).

Accordingly, we are not persuaded that the record clearly and convincingly supports a finding that Respondent made a knowingly false statement to Disciplinary Counsel in paragraph 18 and therefore we do not find that Disciplinary Counsel has established a Rule 8.1(a) violation. See *In re Nave*, 197 A.3d 511, 518 (D.C. 2018)

(per curiam) (describing Disciplinary Counsel’s burden of proof); *In re Cater*, 887 A.2d 1, 24 (D.C. 2005) (clear and convincing evidence is “more than a preponderance of the evidence; [it is] ‘evidence that will produce in the mind of the trier of fact a firm belief or conviction as to the facts sought to be established.’” (citation omitted)).

D. Six-Month Suspension for the Violations of Rules 8.1(a), 8.4(c), and 8.4(d)

The sanction imposed in an attorney disciplinary matter is one that is necessary to protect the public and the courts, maintain the integrity of the legal profession, and deter the respondent and other attorneys from engaging in similar misconduct. *See, e.g., In re Hutchinson*, 534 A.2d 919, 924 (D.C. 1987) (en banc); *In re Martin*, 67 A.3d 1032, 1053 (D.C. 2013); *Cater*, 887 A.2d at 17. “In all cases, [the] purpose in imposing discipline is to serve the public and professional interests . . . rather than to visit punishment upon an attorney.” *Reback*, 513 A.2d at 231 (citations omitted); *see also Goffe*, 641 A.2d at 464. The sanction also must not “foster a tendency toward inconsistent dispositions for comparable conduct or . . . otherwise be unwarranted.” D.C. Bar R. XI, § 9(h)(1); *see, e.g., Hutchinson*, 534 A.2d at 923-24; *In re Berryman*, 764 A.2d 760, 766 (D.C. 2000). In determining the appropriate sanction, the Court of Appeals considers a number of factors, including: (1) the seriousness of the conduct at issue; (2) the prejudice, if any, to the client which resulted from the conduct; (3) whether the conduct involved dishonesty; (4) the presence or absence of violations of other provisions of the disciplinary rules; (5) whether the attorney has a previous disciplinary history; (6) whether the attorney

has acknowledged his wrongful conduct; and (7) circumstances in mitigation or aggravation. *See, e.g., Martin*, 67 A.3d at 1053 (citing *In re Elgin*, 918 A.2d 362, 376 (D.C. 2007)). The Court also considers “‘the moral fitness of the attorney’ and ‘the need to protect the public, the courts, and the legal profession . . . .’” *In re Rodriguez-Quesada*, 122 A.3d 913, 921 (D.C. 2015) (per curiam) (quoting *In re Howes*, 52 A.3d 1, 15 (D.C. 2012)).

Both parties take exception to the Hearing Committee’s recommendation of a six-month suspension for the proven misconduct. For the following reasons, and in light of the proven misconduct and the aggravating factors including Respondent’s prior related discipline, we similarly find that a six-month suspension is appropriate for the Rule 8.1(a) violation connected to Respondent’s 2015 initial response to Disciplinary Counsel’s inquiry, the Rule 8.4(c) violations for altering the Deed and tax form and failing to notify Ms. Washington about the alterations which impacted her client, and the Rule 8.4(d) serious interference with the administration of justice in causing the additional proceedings in the Probate Division for possible fraud.

Here, the Hearing Committee did not believe a fitness requirement was warranted, but it did consider the underlying misconduct to be serious, warranting a lengthy suspension. In its analysis of the sanction factors, the Hearing Committee noted that the “filing documents with notarized signatures of individuals that had never approved the substance of the filed document is serious misconduct.” HC Rpt. at 94. Certainly, the record shows the prejudicial consequences that resulted from Respondent’s alterations of the legal documents. In addition to the allegations of

fraud that the Littlejohn and probate counsel had to address, Respondent was aware that the FP 7/C tax form includes a signed and notarized affidavit that:

I/We hereby swear or affirm under penalty of perjury that this return, including any accompanying schedules/documents/and statements, has been examined by me/us and to the best of my/our knowledge and belief, the statements and representations are correct and true. I/We hereby acknowledge that any false statement or misrepresentations I/We made on this return is punishable by criminal penalties under the laws of the District of Columbia.

HC Rpt. at 29, n.17. As explained by the notary, Linda Brooks, the alteration of a notarized document after she has signed and attached her seal to it is “against the law.” FF 49, 75. We agree with the Hearing Committee that Respondent’s misconduct was serious. While Disciplinary Counsel may not have established that Respondent had “an intent to defraud” the D.C. government when he removed the references to Coles Farm from the Deed and changed the consideration from zero to \$450,000, Respondent acted intentionally in altering the previously signed documents and intended for the altered notarized documents to be passed off as originals to the Recorder of Deeds. The Hearing Committee found that the filing of the altered documents without Ms. Washington’s consent resulted in the making or uttering of a forged written instrument. HC Rpt. at 82.

An additional factor in aggravation is Respondent’s prior discipline which similarly involved the propriety of signed real estate documents. Respondent previously engaged in the unauthorized practice of law in Maryland, where he was found to have repeatedly “signed instruments affecting title to Maryland real property while certifying to his admission to practice in Maryland, when in fact he

was not a member of the Bar of that state.” *In re Soto*, 840 A.2d 1291, 1291 (D.C. 2004) (per curiam). By signing the instruments, Respondent falsely certified that he was an attorney “duly admitted to practice before the Court of Appeals of Maryland.” *In re Soto*, Bar Docket No. 107-00, at 3 (BPR July 17, 2003). Respondent was publicly censured in an order imposing reciprocal discipline. *Soto*, 840 A.2d at 1292. Because the conduct in this matter similarly relates to the veracity of filed real estate documents, the prior discipline is a relevant aggravating factor.

Finally, we find that Respondent has not shown remorse or acknowledged responsibility for how his misconduct prejudiced Ms. Washington and her client before the Probate Division, and Respondent fails to recognize that the intentional altering of legal documents and treating them as originals is improper by itself, regardless of whether he financially benefitted from the transaction.

As to sanctions for comparable misconduct, Disciplinary Counsel argues that a one-year suspension is appropriate and a six-month suspension is too lenient.<sup>11</sup> We recognize that the Court of Appeals has typically imposed a one-year suspension for intentional dishonesty to government agencies. *See, e.g., Hutchinson*, 534 A.2d at

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<sup>11</sup> On the question of sanction, Disciplinary Counsel only cites to *In re Powell*, 898 A.2d 365 (D.C. 2006) (one-year suspension with a fitness requirement for violations of Rules 8.1(a), 8.4(c), and 8.4(d)), in support of its argument that a one-year suspension would be appropriate. ODC Br. at 30-31. However, the one-year suspension with fitness imposed in *Powell* additionally involved a criminal charge. *See In re Powell*, 836 A.2d 579 (D.C. 2003) (per curiam). *Powell* failed to report a conviction (misdemeanor guilty plea in Virginia) to the D.C. Court of Appeals in violation of D.C. Bar R. XI, § 10(a), and the Court imposed an interim suspension. It was while under that interim suspension that *Powell* failed to disclose his D.C. bar membership and his interim suspension in Virginia – thus, resulting in the additional disciplinary matter involving violations of Rules 8.1(a), 8.4(c), and 8.4(d) for the false application. We do not find *Powell* to be applicable in our sanction analysis.

919-21 (one-year suspension for false statements to SEC); *In re Belardi*, 891 A.2d 224, 224-25 (D.C. 2006) (per curiam) (one-year suspension and fitness for false statements to the FCC in violation of 18 U.S.C. § 1001); *In re Bowser*, 771 A.2d 1002, 1003-04 (D.C. 2001) (per curiam) (false statements to INS in violation of 18 U.S.C. § 1001); and *In re Cerroni*, 683 A.2d 150, 151 (D.C. 1996) (per curiam) (false statement and report to HUD and the FHA in violation of 18 U.S.C. § 1001). Here, however, the Committee did *not* find that Respondent falsely calculated the consideration or misrepresented the consideration to the Recorder of Deeds or the D.C. tax office but, instead, described his calculation as a “good faith” estimate; Respondent’s dishonesty was in the tampering of previously notarized documents and in his interactions with probate counsel, Ms. Washington. While Respondent’s misconduct was serious, these aforementioned one-year suspension cases involve greater misconduct in our view.

We are not persuaded by any of Respondent’s citations to cases imposing lesser sanctions ranging from a public censure to a 90-day suspension because those cases involve the mitigating factor of no prior discipline, less serious misconduct, or fewer Rule violations. *In re Austern*, 524 A.2d 680, 683 (D.C. 1987) (public censure) is not comparable because there, the respondent had no prior disciplinary history and unlike the misconduct here, the misconduct did not involve the subversion of the judicial process in violation of Rule 8.4(d). *In re Zelloe*, 686 A.2d 1034 (D.C. 1996) (reciprocal case resulting in 90-day suspension) and *In re Jones-Terrell*, 712 A.2d 496, 501 (D.C. 1998) (60-day suspension) similarly involved respondents with no

prior disciplinary history. Respondent's citation to *In re Schneider*, 553 A.2d 206, 232 (D.C. 1989) (30-day suspension), is also not persuasive because it involved less serious misconduct (and not multiple Rule violations) and significant mitigating factors given that respondent "was barely an initiate into the bar" and in the intervening years had "an unsullied record." Finally, Respondent's citation to *In re Rosen*, 481 A.2d 451, 453 (D.C. 1984) (30-day concurrent suspension), is inapposite where the respondent violated a single Rule and, here, Respondent was found to have violated multiple Rules: Rules 8.1(a), 8.4(c), and 8.4(d).

In *Reback*, 513 A.2d at 228, the en banc Court decided that a six-month suspension was appropriate where one of two lawyers, or a secretary acting at the lawyer's direction, had signed the client's name to a complaint and had it notarized by falsely representing that the signature was genuine. In imposing a six-month suspension, the en banc Court noted the seriousness of misconduct due to "the false signing, notarization and filing of a pleading" which was "plainly intolerable . . . , [whereas] [t]he reliability of a lawyer's pleadings is guaranteed by the lawyer's membership in the bar." 513 A.2d at 231. The lawyers in *Reback* also violated Rule 8.4(d) because "[b]y placing before the Superior Court a falsely signed notarized and filed pleading, respondents violated the processes of justice." *Id.* at 232.

We find that Respondent's alterations to the previously executed and notarized Deed and tax form are comparable to the misconduct described in *Reback*. While Respondent did not sign for a client, he filed two legal documents that were falsely notarized as a result of the changes made to the originally executed

documents. Even though the lawyers in *Reback* had no prior discipline and Respondent has prior related discipline and fewer factors in mitigation, *see* HC Rpt. at 98 (noting “minimal mitigation”), we agree with the Hearing Committee that a six-month suspension is appropriate.

Finally, we note that our decision that Respondent’s 2016 Statement in paragraph 18 was not a violation of Rule 8.1(a) does not warrant a lesser sanction than that imposed by the Hearing Committee given our finding of the other Rule 8.1(a) violation, and the more significant misconduct in violating Rule 8.4(c) and 8.4(d) and his prior discipline.

#### CONCLUSION

We find that Disciplinary Counsel has proven by clear and convincing evidence the violations of Rule 8.1(a), 8.4(c), and 8.4(d), and recommend that Respondent’s license to practice law be suspended for a six-month period.

We further recommend that the Court direct Respondent’s attention to the requirements of D.C. Bar R. XI, § 14(g), and their effect on his eligibility for reinstatement. *See* D.C. Bar R. XI, § 16(c).

#### BOARD ON PROFESSIONAL RESPONSIBILITY

By:   
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Sundeep Hora

This matter was decided during the 2021-22 Board term. All members of the Board concur in this Report and Recommendation.