

**THE DISTRICT OF COLUMBIA COURT OF APPEAL
BOARD ON PROFESSIONAL RESPONSIBILITY**



In the Matter of:

STEVE LARSON-JACKSON, ESQUIRE

Respondent

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

Bar Registration No.: 414847

Date of Admission: August 3, 1988

Board Docket No. 23-BD-045

**Disciplinary Docket Nos.: 2017-D280;
2019-D298; 2020-D207; and 2022-D011**

**RESPONDENT STEVE LARSON-JACKSON'S
ANSWER TO SPECIFICATION OF CHARGES**

Respondent Steve Larson-Jackson, Esquire (“Mr. Larson-Jackson”), by and through his attorneys, Justin M. Flint, Channing L. Shor, and ECCLESTON & WOLF, P.C., pursuant to Board Rule 7.5 and the October 31, 2023, Order from the Chair of Hearing Committee Number Seven, hereby files this Answer to the Specification of Charges as follows:

1. Mr. Larson-Jackson admits the allegations contained within Paragraph 1 of the Specification of Charges.

2. Mr. Larson-Jackson admits that in 2020 he had the following trust accounts open: Bank of America IOLTA account ending in 3181 (“BOA IOLTA I”), Bank of America IOLTA account ending in 1136 (“BOA IOLTA II”), and United Bank IOLTA account ending in 5955 (“United Bank IOLTA”). Mr. Larson-Jackson denies that in 2020 his Citibank trust account ending in 4074 (“Citibank IOLTA”) was open. Mr. Larson-Jackson admits that his statement for March 1 - March 31, 2017, for the Citibank IOLTA reflect that the Citibank IOLTA was “A/C CLOSED”

on March 14, 2017. Mr. Larson-Jackson denies the remaining characterizations in Paragraph 2 of the Specification of Charges.

3. Mr. Larson-Jackson admits that he completed a “Business Check Card Application” for his United Bank IOLTA on August 15, 2014, and admits that he received a check card to debit funds from his United Bank IOLTA. Mr. Larson-Jackson denies the remaining characterizations in Paragraph 3 of the Specification of Charges.

4. Mr. Larson-Jackson admits that in 2020 he had an open operating account with the Bank of America which ended in 1123. Mr. Larson-Jackson admits that he had an operating account ending in 1237 with United Bank but upon Mr. Larson-Jackson’s information and belief this account was closed in January 2018. Mr. Larson-Jackson admits that he had an operating account ending in 1152 with Citibank but this account was closed in January 2018. Mr. Larson-Jackson denies the remaining allegations and characterizations in Paragraph 4 of the Specification of Charges.

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

5. Mr. Larson-Jackson admits the allegations contained within Paragraph 5 of the Specification of Charges.

6. Mr. Larson-Jackson admits that the Office of Disciplinary Counsel sent him a letter dated September 12, 2017. Mr. Larson-Jackson admits that the September 12, 2017, letter states in part “[t]he enclosed notice from Bank of America, N.A. sent to this office pursuant to Rule 1.15 of the District of Columbia Rules of Professional Conduct, requires this office to subpoena copies of the relevant bank records from your IOLTA or trust account. Disciplinary Counsel’s decision to open a preliminary investigation of this complaint is based upon Rule XI, Section 6(a)(2) of the

District of Columbia Court of Appeals' Rules Governing the Bar and Rules 2.3 and 2.4 of the Rules of the Board on Professional Responsibility. Please be advised that this matter has not been docketed for a formal investigation and remains an informal inquiry." Mr. Larson-Jackson denies the Office of Disciplinary Counsel's characterizations of the September 12, 2017, letter in Paragraph 6 of the Specification of Charges and asserts that the September 12, 2017, letter speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding the September 12, 2017, letter.

7. Regarding the allegations contained within the first sentence of Paragraph 7 of the Specification of Charges, Mr. Larson-Jackson admits that he sent the Office of Disciplinary Counsel a letter dated September 27, 2017, and admits that his letter dated September 27, 2017, states in part "[t]he overdraft was caused by a Client's check in the amount of \$6,000.00 (Six Thousand Dollars) that bounced." Regarding the allegations contained within the second sentence of Paragraph 7 of the Specification of Charges, Mr. Larson-Jackson admits that his letter dated September 27, 2017, states in part "[t]here were no funds of other clients in the trust account." Mr. Larson-Jackson denies the Office of Disciplinary Counsel's characterizations of his September 27, 2017, letter in Paragraph 7 of the Specification of Charges and asserts that the September 27, 2017, letter speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding the September 27, 2017, letter.

8. Regarding the allegations contained within the first sentence of Paragraph 8 of the Specification of Charges, Mr. Larson-Jackson admits that he received a letter from the Office of Disciplinary Counsel dated October 24, 2017, and admits the letter states in part "[a]ccordingly, please explain the purpose of each deposit and withdrawal you made into and out of the **3181** account from June 1, 2017 to August 31, 2017." Emphasis original. Mr. Larson-Jackson denies

the Office of Disciplinary Counsel's characterizations of the October 24, 2017, letter in the first sentence of Paragraph 8 of the Specification of Charges and asserts that the October 24, 2017, letter speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding the October 24, 2017, letter. Mr. Larson-Jackson admits the allegations contained within the second sentence of Paragraph 8 of the Specification of Charges.

9. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 9 of the Specification of Charges. Regarding the allegations contained within the second sentence of Paragraph 9 of the Specification of Charges, Mr. Larson-Jackson admits that his November 13, 2017, letter stated in part "[t]hereto, all payments into the account have come from [the Client] and all payments have been by wire transfer following the bounced check." Regarding the allegations contained within the third sentence of Paragraph 9 of the Specification of Charges, Mr. Larson-Jackson admits that his November 13, 2017, letter stated in part "[a]s for disbursements for \$100.00, I take funds as the work is done." Regarding the allegations contained within the fourth sentence of Paragraph 9 of the Specification of Charges, Mr. Larson-Jackson admits that his November 13, 2017, letter stated in part "[t]he only client associated with that account is [the Client]" and "[t]o the best of my knowledge, there are no funds belonging to anyone else associated with the account." Mr. Larson-Jackson admits the allegations contained within the fifth sentence of Paragraph 9 of the Specification of Charges.

10. Regarding the first sentence of Paragraph 10 of the Specification of Charges, Mr. Larson-Jackson admits that the August 24, 2020, letter states in relevant part "However, there are at least three deposits in the relevant account (#3181) that do not appear to bear any relevance to your representation of Mr. Johnson and your stated \$3,000 retainer/\$450 per hour rate: June 12, 2017: \$350 cash deposit; June 13, 2017: \$107 Safe Deposit Box Rent Refund; July 6, 2017: \$350

cash deposit.” Regarding the second sentence of Paragraph 10 of the Specification of Charges, Mr. Larson-Jackson admits that the August 24, 2020, letter also requested in part “For these deposits into the 3181 account, please: i) identify the purpose of these deposits and how they related to your representation of Mr. Johnson, if at all; and ii) provide copies of any documentation you have to support your explanations.”

11. Mr. Larson-Jackson denies the Office of Disciplinary Counsel’s characterizations of his ten-page September 21, 2020, letter contained within Paragraph 11 of the Specification of Charges and asserts that his September 21, 2020, letter speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his September 21, 2020, letter. Mr. Larson-Jackson admits that in his ten-page September 21, 2020, letter he stated “You are correct in your assessment, those deposit did not have any relationship to representing Mr. Johnson. As for documentation, while look for the signed retainer agreement, I found about 600 pages of documents that I had to review that I printed out. The SEC gave me a special thumb nail drive that contained literally thousands of pages. I still have the thumb nail drive. If I am required to produce it, I will, but I may have to get permission from the SEC.”

12. Mr. Larson-Jackson admits the allegations contained within Paragraph 12 of the Specification of Charges.

13. The allegations contained within Paragraph 13 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

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

14. Mr. Larson-Jackson admits the allegations contained within Paragraph 14 of the Specification of Charges.

15. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 15 of the Specification of Charges. Regarding the second sentence of Paragraph 15 of the Specification of Charges, Mr. Larson-Jackson admits that on September 6, 2019, he obtained a Cashier's Check in the amount of \$735.62 drawn on his United Bank IOLTA and the Debit Advice slip that Mr. Larson-Jackson completed includes in part "Cashier's Check Office Rent."

16. Mr. Larson-Jackson admits that on October 24, 2019, a \$17.28 purchase for a taxi service was debited from funds in Mr. Larson-Jackson's United Bank IOLTA which caused an overdraft. Mr. Larson-Jackson further admits that his October 31, 2019, statement for the United Bank IOLTA indicates that Mr. Larson-Jackson's taxi service purchase may have been made on October 22, 2019, and was subtracted from his United Bank IOLTA on October 24, 2019.

17. Regarding the first sentence of Paragraph 17 of the Specification of Charges, Mr. Larson-Jackson admits that the Office of Disciplinary Counsel sent him a letter dated March 5, 2020, which stated in part that the Office of Disciplinary Counsel received the enclosed overdraft notice and requested "[p]lease explain in detail the circumstances regarding the overdraft on your law firm's escrow account as reflected in the enclosed bank notice." Mr. Larson-Jackson also admits the March 5, 2020, letter stated in part "[d]escribe in detail your usual and customary procedures, if any, during the relevant period for handling and processing entrusted funds, including from receipt to complete disbursement." Regarding the second sentence of Paragraph 17 of the specification of Charges, Mr. Larson-Jackson admits that the March 5, 2020, letter stated in part "[f]or the period from **September 1, 2019 through November 31, 2019**, please provide any and all records reflecting deposit and disbursement of all funds into the escrow account, including your financial records showing the transfer and disbursement of funds as required by Rule 1.15 of the District of Columbia Rules of Professional Conduct (the "Rules")." Emphasis original.

18. Regarding the first sentence of Paragraph 18 of the Specification of Charges, Mr. Larson-Jackson admits that in his March 24, 2020, response to the Office of Disciplinary Counsel regarding the overdraft in his United Bank IOLTA, Mr. Larson-Jackson stated in part “[t]he overdraft was caused by a mathematical error on my part.” Regarding the second sentence of Paragraph 18 of the Specification of Charges, Mr. Larson-Jackson admits that the documents he submitted with his March 24, 2020, response were his United Bank IOLTA bank monthly statements for September 30, 2019; October 31, 2019; and November 30, 2019. Mr. Larson-Jackson denies the Office of Disciplinary Counsel’s characterizations his March 24, 2020, response in Paragraph 18 of the Specification of Charges and asserts that his March 24, 2020, response speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his March 24, 2020, response.

19. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 19 of the Specification of Charges. Regarding the second sentence of Paragraph 19 of the Specification of Charges, Mr. Larson-Jackson admits that Disciplinary Counsel’s August 24, 2020, letter requested Mr. Larson-Jackson to provide delineated information for deposits and withdrawals that Disciplinary Counsel had specifically listed for activity in his United Bank IOLTA from September 1, 2019 through November 30, 2019.

20. Mr. Larson-Jackson admits that his September 21, 2020, response lists the \$749 deposit on September 6, 2019, and sets forth “I cannot locate anything in my records to explain where the above referenced deposit came from” and “[h]owever, my records are inconclusive as it relates to the source of the deposit.” Mr. Larson-Jackson denies the Office of Disciplinary Counsel’s characterizations his ten-page September 21, 2020, response in Paragraph 20 of the Specification of Charges and asserts that his September 21, 2020, response speaks for itself. Mr.

Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his September 21, 2020, response.

21. Mr. Larson-Jackson admits that under the heading “withdrawals” in his September 21, 2020, response Mr. Larson-Jackson stated in part “[d]uring the month, if I have earned the funds, then I use them via disbursements.” Mr. Larson-Jackson denies the Office of Disciplinary Counsel’s characterizations his ten-page September 21, 2020, response in Paragraph 21 of the Specification of Charges and asserts that his September 21, 2020, response speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his September 21, 2020, response.

22. Mr. Larson-Jackson admits the allegations contained within Paragraph 22 of the Specification of Charges.

23. Mr. Larson-Jackson admits the allegations contained within Paragraph 23 of the Specification of Charges.

24. Mr. Larson-Jackson admits the allegations contained within Paragraph 24 of the Specification of Charges.

25. Regarding the allegations contained within the first sentence of Paragraph 25 of the Specification of Charges, Mr. Larson-Jackson admits that the first entry in his time sheet for Ms. Glenda Washington’s matter is dated August 2, 2018. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the remaining allegations contained within the first sentence of Paragraph 25 of the Specification of Charges and he therefore denies the same and demands strict proof thereof. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the remaining allegations contained within the second sentence of Paragraph 25 of the Specification of Charges and he therefore denies the same and demands strict proof thereof.

The allegations contained within the third sentence of Paragraph 25 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied. Mr. Larson-Jackson admits the allegations contained within the fourth sentence of Paragraph 25 of the Specification of Charges. The allegations contained within the fifth sentence of Paragraph 25 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

26. Mr. Larson-Jackson admits the allegations contained within Paragraph 26 of the Specification of Charges.

27. Regarding the first sentence of Paragraph 27 of the Specification of Charges, Mr. Larson-Jackson admits that Disciplinary Counsel's December 20, 2022, letter requested Mr. Larson-Jackson to provide delineated information for deposits and withdrawals that Disciplinary Counsel had specifically listed for activity in his United Bank IOLTA from July 1, 2018, through April 30, 2019. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the allegations contained within the second sentence of Paragraph 27 of the Specification of Charges and he therefore denies the same and demands strict proof thereof.

28. Mr. Larson-Jackson denies Disciplinary Counsel's characterizations of his 8-page January 13, 2023, response contained within Paragraph 28 of the Specification of Charges and asserts that his January 13, 2023, response speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his January 13, 2023, response. Mr. Larson-Jackson admits that in his January 13, 2023, response Mr. Larson-Jackson did not list a client matter associated with seven deposits. Mr. Larson-Jackson admits that in his January 13, 2023, response, Mr. Larson-Jackson advised his investigation was ongoing regarding five deposits. Mr. Larson-Jackson admits that in his January 13, 2023, response, Mr. Larson-Jackson set forth

the withdrawal transactions were for services rendered and in response to the subpoena *duces tecum* Mr. Larson-Jackson produced documents Bates labeled SLJ 02160 – SLJ 02233.

29. The allegations contained within Paragraph 29 of the Specification of Charges, including subparts a and b, require legal conclusions to which no response is required and they are therefore deemed denied.

COUNT III
Docket No. 2020-D207
Cyrus Matter

30. Mr. Larson-Jackson admits the allegations contained within the first, second, and third sentences of Paragraph 30 of the Specification of Charges. Regarding the fourth sentence of Paragraph 30 of the Specification of Charges, Mr. Larsn Jackson admits that the Retainer Agreement sets forth “the retainer fee for the attorney’s services if \$3,000 (Three Thousand Dollars). The retainer shall be billed against at the hourly rate.” Mr. Larson-Jackson denies Disciplinary Counsel’s characterizations of his Retainer Agreement with Allora Good Cyrus contained within Paragraph 30 of the Specification of Charges and asserts that his Retainer Agreement speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his Retainer Agreement.

31. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the allegations contained within Paragraph 31 of the Specification of Charges and he therefore denies the same and demands strict proof thereof.

32. Mr. Larson-Jackson admits the allegations contained within Paragraph 32 of the Specification of Charges.

33. Mr. Larson-Jackson admits the allegations contained within Paragraph 33 of the Specification of Charges.

34. Mr. Larson-Jackson admits the allegations contained within Paragraph 34 of the Specification of Charges.

35. Mr. Larson-Jackson admits the allegations contained within Paragraph 35 of the Specification of Charges.

36. Mr. Larson-Jackson admits the allegations contained within Paragraph 36 of the Specification of Charges.

37. Mr. Larson-Jackson denies the allegations and characterizations contained within the first and second sentences of Paragraph 37 of the Specification of Charges. Mr. Larson-Jackson admits that around March 2016 Ms. Cyrus advised him that she wanted a trust and Mr. Larson-Jackson agreed to prepare one for her. Regarding the third sentence of Paragraph 37 of the Specification of Charges, Mr. Larson-Jackson admits that he requested \$4,000 to prepare a trust for Ms. Cyrus and on March 14, 2016, Ms. Cyrus wrote a personal check to Mr. Larson-Jackson in the amount of \$4,000 with the memo line "trust pymt." Mr. Larson-Jackson admits the allegations contained within the fifth sentence of Paragraph 37 of the Specification of Charges.

38. Mr. Larson-Jackson admits the allegations contained within Paragraph 38 of the Specification of Charges.

39. Regarding the allegations contained within the first sentence of Paragraph 39 of the Specification of Charges, Mr. Larson-Jackson admits that he advised Ms. Cyrus that she should be reimbursed from the Estate for legal fees incurred on behalf of the Estate. Mr. Larson-Jackson denies that he advised Ms. Cyrus that she could be reimbursed from the Estate for legal fees that were not incurred on behalf of the Estate. Mr. Larson-Jackson admits that he performed legal services for Ms. Cyrus and her husband that were not related to the Estate. The allegations contained within the second sentence of Paragraph 39 of the Specification of Charges require legal

conclusions to which no response is required and they are therefore deemed denied. Mr. Larson-Jackson denies the allegations contained within the third sentence of Paragraph 39 of the Specification of Charges.

40. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the allegations contained within the first sentence of Paragraph 40 of the Specification of Charges and he therefore denies the same and demands strict proof thereof. Regarding the remaining allegations contained within Paragraph 40 of the Specification of Charges, Mr. Larson-Jackson admits that he received a check from Ms. Cyrus dated October 24, 2016, in the amount of \$1,000 and that he deposited into his Citibank Trust Account on October 28, 2016, and Mr. Larson-Jackson admits that he received a check from Ms. Cyrus dated November 30, 2016, in the amount of \$6,000 and that he deposited into his Citibank Trust Account on November 30, 2016. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the remaining allegations contained within Paragraph 40 of the Specification of Charges and he therefore denies the same and demands strict proof thereof. To the extent the remaining allegations contained in Paragraph 40 of the Specification of Charges require legal conclusions, no response is required and they are therefore deemed denied.

41. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 41 of the Specification of Charges. Regarding the allegations contained within the second sentence of Paragraph 41 of the Specification of Charges, Mr. Larson-Jackson admits that in the Fee Petition he requested \$6,500 be allowed for attorney's fees. Mr. Larson-Jackson admits the allegations contained within the third sentence of Paragraph 41 of the Specification of Charges. Mr. Larson-Jackson denies the allegations contained within the fourth sentence of Paragraph 41 of the Specification of Charges. Mr. Larson-Jackson denies Disciplinary Counsel's characterizations

of his December 19, 2016, Petition and Proposed Order for Allowance of Attorneys' Fees contained within Paragraph 41 of the Specification of Charges and asserts that his December 19, 2016, Petition and Proposed Order for Allowance of Attorneys' Fees speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his December 19, 2016, Petition and Proposed Order for Allowance of Attorneys' Fees.

42. Mr. Larson-Jackson admits the allegations contained within Paragraph 42 of the Specification of Charges.

43. Mr. Larson-Jackson admits the allegations contained within Paragraph 43 of the Specification of Charges.

44. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the allegations contained within Paragraph 44 of the Specification of Charges and he therefore denies the same and demands strict proof thereof.

45. Mr. Larson-Jackson admits the allegations contained within Paragraph 45 of the Specification of Charges.

46. Mr. Larson-Jackson admits the allegations contained within Paragraph 46 of the Specification of Charges.

47. Mr. Larson-Jackson admits the allegations contained within Paragraph 47 of the Specification of Charges.

48. Mr. Larson-Jackson denies Disciplinary Counsel's characterizations of his invoice for the billing period 10/25/17 – 11/20/17 for the Estate of Mary D. Goode contained within Paragraph 48 of the Specification of Charges and asserts that his invoice for the billing period 10/25/17 – 11/20/17 for the Estate of Mary D. Goode speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his invoice for the billing period

10/25/17 – 11/20/17 for the Estate of Mary D. Goode. Mr. Larson-Jackson admits the invoice reflects the amount due is \$19,981, includes a “client’s credit” in the amount of \$5,000, and states “please pay this amount: \$14,981.00” Mr. Larson-Jackson also admits the invoice includes the banking coordinates for his United Bank Operating Account.

49. Mr. Larson-Jackson admits the allegations contained within Paragraph 49 of the Specification of Charges.

50. Mr. Larson-Jackson admits the allegations contained within Paragraph 50 of the Specification of Charges.

51. Mr. Larson-Jackson admits the allegations contained within Paragraph 51 of the Specification of Charges.

52. Mr. Larson-Jackson denies Disciplinary Counsel’s characterizations of his December 27, 2017, e-mail and invoice contained within Paragraph 52 of the Specification of Charges and asserts that his December 27, 2017, e-mail and invoice speak for themselves. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his December 27, 2017, e-mail and invoice. Mr. Larson-Jackson admits his December 27, 2017, e-mail states in part “Please find attached a copy of the invoice showing the unpaid amount from the previous bill and the additional amount incurred for the revised and second accounting. Please give me a call at your earliest convenience as I would like to receive full payment on or before Saturday.” Mr. Larson-Jackson admits that the subtotal for the new work performed in his invoice was \$2,661.80.

53. Mr. Larson-Jackson admits the allegations contained within Paragraph 53 of the Specification of Charges.

54. Mr. Larson-Jackson admits the allegations contained within Paragraph 54 of the Specification of Charges.

55. Mr. Larson-Jackson admits the allegations contained within Paragraph 55 of the Specification of Charges.

56. Mr. Larson-Jackson admits the allegations contained within Paragraph 56 of the Specification of Charges.

57. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the allegations contained within Paragraph 57 of the Specification of Charges and he therefore denies the same and demands strict proof thereof.

58. Mr. Larson-Jackson admits the allegations contained within Paragraph 58 of the Specification of Charges.

59. Mr. Larson-Jackson admits the allegations contained within Paragraph 59 of the Specification of Charges.

60. Mr. Larson-Jackson admits the allegations contained within Paragraph 60 of the Specification of Charges.

61. Mr. Larson-Jackson admits the allegations contained within Paragraph 61 of the Specification of Charges.

62. The allegations contained within Paragraph 62 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

63. Mr. Larson-Jackson admits the allegations contained within Paragraph 63 of the Specification of Charges.

64. The allegations contained within Paragraph 64 of the Specification of Charges, including subparts a through g, require legal conclusions to which no response is required and they are therefore deemed denied.

COUNT IV
Docket No. 2022-D011
Jones Estate Matter

65. Mr. Larson-Jackson admits the allegations contained within Paragraph 65 of the Specification of Charges.

66. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 66 of the Specification of Charges. The allegations contained within the second sentence of Paragraph 66 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

67. Mr. Larson-Jackson admits the allegations contained within Paragraph 67 of the Specification of Charges.

68. Mr. Larson-Jackson admits the allegations contained within Paragraph 68 of the Specification of Charges.

69. Mr. Larson-Jackson admits the allegations contained within Paragraph 69 of the Specification of Charges.

70. Mr. Larson-Jackson admits the allegations contained within Paragraph 70 of the Specification of Charges.

71. Mr. Larson-Jackson admits the allegations contained within Paragraph 71 of the Specification of Charges.

72. Mr. Larson-Jackson admits the allegations contained within Paragraph 72 of the Specification of Charges.

73. Mr. Larson-Jackson admits the allegations contained within Paragraph 73 of the Specification of Charges.

74. Mr. Larson-Jackson admits the allegations contained within Paragraph 74 of the

Specification of Charges.

75. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 75 of the Specification of Charges. The allegations contained within the second sentence of Paragraph 75 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

76. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 76 of the Specification of Charges. Mr. Larson-Jackson denies the allegations contained within the second sentence of Paragraph 76 of the Specification of Charges.

77. Mr. Larson-Jackson admits the allegations contained within Paragraph 77 of the Specification of Charges.

78. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the allegations contained within Paragraph 78 of the Specification of Charges and he therefore denies the same and demands strict proof thereof. To the extent the allegations contained within Paragraph 78 of the Specification of Charges require legal conclusions, no response is required, and they are therefore deemed denied.

79. Mr. Larson-Jackson admits the allegations contained within the first sentence of Paragraph 79 of the Specification of Charges. The allegations contained within the second sentence of Paragraph 79 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

80. Mr. Larson-Jackson admits the allegations contained within Paragraph 80 of the Specification of Charges.

81. Mr. Larson-Jackson admits the allegations contained within Paragraph 81 of the Specification of Charges.

82. The allegations contained within Paragraph 82 of the Specification of Charges, including subparts a through e, require legal conclusions to which no response is required and they are therefore deemed denied.

COUNT V
Docket No. 2022-D011
Long Matter

83. Mr. Larson-Jackson admits the allegations contained within Paragraph 83 of the Specification of Charges.

84. Mr. Larson-Jackson admits the allegations contained within Paragraph 84 of the Specification of Charges.

85. Mr. Larson-Jackson denies the allegations contained within the first sentence of Paragraph 85 of the Specification of Charges and submits the fees were earned. Regarding the allegations contained within the second sentence of Paragraph 85 of the Specification of Charges, Mr. Larson-Jackson admits that there were multiple deposits and withdrawals from his BOA IOLTA II from December 2, 2020, through March 5, 2021, and the balance of his BOA IOLTA II on March 5, 2021, was \$1,000.08. The allegations contained within the third sentence of Paragraph 85 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

86. Mr. Larson-Jackson admits the allegations contained within the first and second sentences of Paragraph 86 of the Specification of Charges. Regarding the third sentence in Paragraph 86 of the Specification of Charges, Mr. Larson-Jackson admits that his invoice attached to his April 30, 2021, e-mail stated in relevant part “Again, please replace the initial retainer and if you need me to send you the wiring instructions again, please advise accordingly.” Mr. Larson-Jackson denies the allegations contained within the fourth sentence of Paragraph 86 of the

Specification of Charges. Mr. Larson-Jackson denies the Office of Disciplinary Counsel's characterizations of the April 30, 2021, e-mail and invoice in Paragraph 86 of the Specification of Charges and asserts that the April 30, 2021, e-mail and invoice speak for themselves. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding the April 30, 2021, e-mail and invoice.

87. The allegations contained within Paragraph 87 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

88. Mr. Larson-Jackson admits the allegations contained within Paragraph 88 of the Specification of Charges.

89. The allegations contained within Paragraph 89 of the Specification of Charges, including subparts a through c, require legal conclusions to which no response is required and they are therefore deemed denied.

COUNT VI
Docket No. 2022-D011
Paden Matter

90. Mr. Larson-Jackson admits the allegations contained within the first, second, and fourth sentences of Paragraph 90 of the Specification of Charges. Regarding the third sentence of Paragraph 90 of the Specification of Charges, Mr. Larson-Jackson admits that his retainer with Raymond Carlton Paden sets forth in part "The Client will receive a monthly reports detailing what was done, who did the work and how much time was devoted to the various tasks. Said reports shall be provided by the law firm to the Client via the internet." Mr. Larson-Jackson denies the Office of Disciplinary Counsel's characterizations of his retainer with Raymond Carlton Paden in Paragraph 90 of the Specification of Charges and asserts his retainer with Raymond Carlton Paden speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions

regarding his retainer with Raymond Carlton Paden.

91. Mr. Larson-Jackson admits the allegations contained within Paragraph 91 of the Specification of Charges.

92. Mr. Larson-Jackson admits the allegations contained within Paragraph 92 of the Specification of Charges.

93. Mr. Larson-Jackson denies the allegations contained within Paragraph 93 of the Specification of Charges.

94. Mr. Larson-Jackson denies the allegations contained within the first sentence of Paragraph 94 of the Specification of Charges and submits the fees were earned. Regarding the allegations contained within the second sentence of Paragraph 94 of the Specification of Charges, Mr. Larson-Jackson admits that there were multiple deposits and withdrawals from his BOA IOLTA II from January 26, 2021, through March 5, 2021, and the balance of his BOA IOLTA II on March 5, 2021, was \$1,000.08. The allegations contained within the third sentence of Paragraph 94 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

95. The allegations contained within Paragraph 95 of the Specification of Charges, including subparts a and b, require legal conclusions to which no response is required and they are therefore deemed denied.

COUNT VII
Docket No. 2022-D011
Scaife Matter

96. Mr. Larson-Jackson admits the allegations contained within Paragraph 96 of the Specification of Charges.

97. Mr. Larson-Jackson admits the allegations contained within Paragraph 97 of the

Specification of Charges.

98. Regarding the first sentence of Paragraph 98 of the Specification of Charges, Mr. Larson-Jackson admits that from August 30, 2021, through October 7, 2021, he made multiple transfers from his BOA IOLTA II to his BOA operating account and on October 7, 2021, the balance in the BOA IOLTA II account was \$75.08. Mr. Larson-Jackson denies the remaining allegations contained within the first sentence of Paragraph 98 of the Specification of Charges. The allegations contained within the second sentence of Paragraph 98 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

99. Mr. Larson-Jackson admits the allegations contained within Paragraph 99 of the Specification of Charges.

100. The allegations contained within Paragraph 100 of the Specification of Charges, including subparts a through d, require legal conclusions to which no response is required and they are therefore deemed denied.

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

101. Mr. Larson-Jackson lacks sufficient knowledge and information to admit or deny the allegations contained within Paragraph 101 of the Specification of Charges and he therefore denies the same and demands strict proof thereof.

102. Mr. Larson-Jackson admits the allegations contained within Paragraph 102 of the Specification of Charges.

103. Regarding the allegations contained within the first sentence of Paragraph 103 of the Specification of Charges, Mr. Larson-Jackson admits that he received a letter from the Office

of Disciplinary Counsel dated March 10, 2022, which stated in part “After review of the records, this office has concerns. In at least three instances, there are apparent transfers of significant amounts from your operating account into the 1136 account, suggesting a potential commingling of funds. These transfers took place on February 10, 2021, June 2, 2021, and August 16, 2021. Moreover, there are multiple, round number cash withdrawals from the account.” Regarding the allegations contained within the second sentence of Paragraph 103 of the Specification of Charges, Mr. Larson-Jackson admits the March 10, 2022, letter enclosed a subpoena which requested in part “Copies of all records pertaining to your handling of funds in your Bank of America account ending in 1136, whether stored in hard copy, on a computer, or on-line, for the period from October 1, 2020 through November 30, 2021 . . .” Mr. Larson-Jackson denies the Office of Disciplinary Counsel’s characterizations of the March 10, 2022, letter and subpoena in Paragraph 103 of the Specification of Charges and asserts the March 10, 2022, letter and subpoena speak for themselves. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding the March 10, 2022, letter and subpoena.

104. The allegations contained within Paragraph 104 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

105. The allegations contained within Paragraph 105 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

106. The allegations contained within Paragraph 106 of the Specification of Charges, including subparts a and b, require legal conclusions to which no response is required and they are therefore deemed denied.

COUNT IX
Docket No. 2022-D011
FINRA Application

107. Mr. Larson-Jackson admits the allegations contained within Paragraph 107 of the Specification of Charges.

108. Mr. Larson-Jackson admits the allegations contained within Paragraph 108 of the Specification of Charges.

109. Mr. Larson-Jackson admits the allegations contained within Paragraph 109 of the Specification of Charges.

110. Mr. Larson-Jackson admits the allegations contained within Paragraph 110 of the Specification of Charges.

111. Mr. Larson-Jackson admits the allegations contained within Paragraph 111 of the Specification of Charges.

112. Mr. Larson-Jackson admits the allegations contained within Paragraph 112 of the Specification of Charges.

113. Regarding the allegations contained within the first sentence of Paragraph 113 of the Specification of Charges, Mr. Larson-Jackson admits that Question “t” of the FINRA application asks in full “Have you ever made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition?” Mr. Larson-Jackson admits the allegations contained within the second sentence of Paragraph 113 of the Specification of Charges. Regarding the allegations contained within the third sentence of Paragraph 113 of the Specification of Charges, Mr. Larson-Jackson admits that his full response to Question “t” in the FINRA application was “In January 2013, I filed for personal bankruptcy and I owned two businesses and I filed on their behalf as well. The bankruptcies occurred in the Federal Bankruptcy

Court of the District of Columbia. I have attached the supporting documentation showing the personal bankruptcy was discharged in October 2013, and the business bankruptcies were successfully terminated shortly thereafter. This was a difficult time in my professional career. The economy was terrible, clients were leaving the U.S. for other exchanges and companies were bringing actions. Again, it was a difficult time. Notwithstanding the difficulties, I faced the financial hardships candidly and straight forwardly. None of my clients from my law practice were adversely impacted. I am sure the DC Bar took notice but I did everything properly as it relates to my clients. None of my clients were harmed in anyway. I never heard from the bar during or after the bankruptcy. Please find attached # 824 which shows all three bankruptcies and their corresponding status, discharged and terminated.” Mr. Larson-Jackson denies the Office of Disciplinary Counsel’s characterizations of his FINRA application response to Question “t” in Paragraph 113 of the Specification of Charges and asserts his FINRA application response to Question “t” speaks for itself. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding his FINRA application response to Question “t.”

114. Mr. Larson-Jackson admits the allegations contained within the first and second sentence of Paragraph 114 of the Specification of Charges. The allegations contained within the third and fourth sentences of Paragraph 114 of the Specification of Charges require legal conclusions to which no response is required and they are therefore deemed denied.

115. Mr. Larson-Jackson admits that on October 21, 2019, a FINRA employee sent him a two-page e-mail which requested multiple things for Mr. Larson-Jackson to confirm and/or provide additional information regarding and included an attached Word document. Mr. Larson-Jackson admits that the October 21, 2019, e-mail stated in part “**Civil Cases:** After having your background information verified, the following court cases were found where your name appeared.

I have attached all the cases in a Word Document. Please indicate if you are or are not the person named in the cases. If you are the named person, please provide the case type, the outcome and any additional information about the case.” Mr. Larson-Jackson admits that the Word Document included a list of eight cases. Mr. Larson-Jackson denies the Office of Disciplinary Counsel’s characterizations of the October 21, 2019, e-mail and attachment in Paragraph 115 of the Specification of Charges and asserts the October 21, 2019, e-mail and attachment speak for themselves. Mr. Larson-Jackson refers to the Hearing Committee for any legal conclusions regarding the October 21, 2019, e-mail and attachment.

116. Mr. Larson-Jackson admits the allegations contained within Paragraph 116 of the Specification of Charges.

117. Mr. Larson-Jackson admits the allegations contained within Paragraph 117 of the Specification of Charges.

118. Mr. Larson-Jackson admits the allegations contained within Paragraph 118 of the Specification of Charges.

119. Mr. Larson-Jackson admits the allegations contained within Paragraph 119 of the Specification of Charges.

120. Mr. Larson-Jackson admits the allegations contained within Paragraph 120 of the Specification of Charges.

121. Mr. Larson-Jackson admits the allegations contained within Paragraph 121 of the Specification of Charges.

122. The allegations contained within Paragraph 122 of the Specification of Charges, as well as footnote 2, require legal conclusions to which no response is required and they are therefore deemed denied.

Mr. Larson-Jackson denies each and every allegation of the Specification of Charges not specifically admitted herein. Moreover, Mr. Larson-Jackson denies any remaining allegations contained in unnamed Paragraphs that replead, re-allege, or incorporate each and every allegation of the Specification of Charges.

MITIGATION FACTORS AND CIRCUMSTANCES

First Mitigation Factor

The degree of Mr. Larson-Jackson's discipline should be reduced because Respondent has no prior disciplinary record.

Second Mitigation Factor

The degree of Mr. Larson-Jackson's discipline should be reduced because he voluntarily made restitution.

Third Mitigation Factor

The degree of Mr. Larson-Jackson's discipline should be reduced because he has a good and virtuous character.

Fourth Mitigation Factor

The degree of Mr. Larson-Jackson's discipline should be reduced because he did not act out of dishonest or selfish or self-interested motives.

Fifth Mitigation Factor

The degree of Mr. Larson-Jackson's discipline should be reduced because he fully cooperated with Disciplinary Counsel and the Board on Professional Responsibility.

Sixth Mitigation Factor

The degree of Mr. Larson-Jackson’s discipline should be reduced because of his remorse.

Seventh Mitigation Factor

The Attorney Grievance Commission of Maryland dismissed Allora Goode Cyrus’ Bar Complaint and “determined, based on an evaluation of the information provided, that there is an insufficient basis to demonstrate misconduct or that the overall circumstances do not warrant an investigation.”

Eighth Mitigation Factor

The degree of Mr. Larson-Jackson’s discipline should be reduced because of his physical and mental disabilities.

Ninth Mitigation Factor

The degree of Mr. Larson-Jackson’s discipline should be reduced because of his personal and emotional problems.

Respectfully submitted,

ECCLESTON & WOLF, P.C.

/s/ Channing L. Shor

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Counsel for Respondent Steve Larson-Jackson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of November 2023, I served the foregoing Respondent Steve Larson-Jackson's Answer to the Specification of Charges via e-mail to:

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/s/ Channing L. Shor
Channing L. Shor (#1024861)