

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
BRANDON ROBERT SHAPIRO**

VS B DOCKET NO. 24-052-131556

**AGREED DISPOSITION MEMORANDUM ORDER
(FIVE-YEAR SUSPENSION)**

On January 22, 2025, this matter was heard, telephonically, by the Virginia State Bar Disciplinary Board upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by Part 6, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Jennifer D. Royer, Chair, Mary Beth Nash, Joseph D. Platania, Reiss F. Wilks, and Reba H. Davis, Lay Member. The Virginia State Bar was represented by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel. Brandon Robert Shapiro was present and was represented by counsel, Andrea L. Moseley. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing the matter to which each member responded in the negative. Court Reporter, Jennifer Thomas, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

WHEREFORE, upon consideration of the Agreed Disposition, the Certification, Respondent's Answer, Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Disciplinary Board accepts the Agreed Disposition and the Respondent shall receive Five-Year Suspension, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective February 28, 2025.

It is further **ORDERED** that the Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. The Respondent shall forthwith give notice by certified mail of the Suspension of his license to practice law in the Commonwealth of Virginia, to all clients for whom he is currently handling matters and to all opposing Attorneys and presiding Judges in pending litigation. The Respondent shall also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of his clients. The Respondent shall give such notice immediately and in no event later than 14 days of the effective date of the Suspension, and make such arrangements as are required herein as soon as is practicable and in no event later than 45 days of the effective date of the Suspension. The Respondent shall also furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within 60 days of the effective date of the Suspension that such notices have been timely given and such arrangements have been made for the disposition of matters.

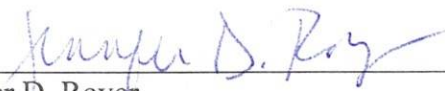
It is further **ORDERED** that if the Respondent is not handling any client matters on the effective date of the Suspension, he shall submit an affidavit to that effect within 60 days of the effective date of the Revocation or Suspension to the Clerk of the Disciplinary System at the Virginia State Bar. The Board shall decide all issues concerning the adequacy of the notice and arrangements required herein. The burden of proof shall be on the Respondent to show compliance. If the Respondent fails to show compliance, the Board may impose a sanction of Revocation or additional Suspension for failure to comply with the requirements of subparagraph 13-29.

The Clerk of the Disciplinary System shall assess costs pursuant to Part 6, Section IV, Paragraph 13-9.E of the Rules.

It is further **ORDERED** that an attested copy of this Order be mailed to the Respondent by electronic, regular first-class and certified mail, return receipt requested, at his last address of record with the Virginia State Bar at Shapiro Law, PLLC, 4520 Mosser Mill Court, Woodbridge, VA 22192, and a copy by electronic mail to Andrea L. Moseley, Respondent's counsel, and a copy by electronic mail to Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel.

Enter this Order this 22nd day of January, 2025

VIRGINIA STATE BAR DISCIPLINARY BOARD



Jennifer D. Royer
First Vice Chair

VIRGINIA:

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OF THE VIRGINIA STATE BAR

IN THE MATTER OF
BRANDON ROBERT SHAPIRO

VS. Docket No. 24-052-131556

AGREED DISPOSITION
(FIVE-YEAR SUSPENSION)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar, by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel, and Brandon Robert Shapiro, Respondent, and Andrea L. Moseley, Respondent's counsel, hereby enter into the following Agreed Disposition arising out of the referenced matter.¹

I. STIPULATIONS OF FACT

1. Respondent was admitted to the Virginia State Bar ("VSB") in 2005. At all relevant times, Respondent was a member of the VSB.
2. On March 1, 2018, Respondent was hired by Complainants John Carroll and Edward Nuttall as an Associate with their law firm, Carroll & Nuttall, P.C. ("C&N").
3. The parties agreed that Respondent would be paid 50% of the fees that he earned and collected. C&N would pay all of Respondent's overhead expenses.
4. Respondent was paid every two weeks. Prior to being paid, Respondent submitted an accounting of his collectibles for the firm's bookkeeper, who would then pay Respondent his share.

¹ The parties initially submitted an agreed disposition for a three-year suspension. During the hearing to consider the agreed disposition, the Board rejected a three-year suspension but indicated it would accept a five-year suspension. The parties then agreed to and the Board approved a five-year suspension.

5. At least as early as 2019, Respondent began diverting client payments to a personal account.
6. Respondent diverted funds from C&N by signing on new clients with C&N and depositing multiple payments into his personal accounts. Respondent did not disclose to C&N that he was depositing these clients' payments into his personal accounts.
7. Respondent accepted these diverted payments via Square Accounts in the names "Shapiro Pen Sales" and C&N, Zelle, cash, and checks. Respondent was not authorized to create a Square Account in C&N's name.
8. These electronic, check, and cash payments were deposited into Respondent's personal bank accounts with NextMark, Capital One, or PNC.
9. While Respondent was working for C&N, he did not maintain his own trust account. Consequently, none of the diverted payments were deposited into a trust account.
10. Respondent's representation agreements stated that the client "retain[ed] and employ[ed] the law firm of Carroll & Nuttall, P.C., and Brandon R. Shapiro, Esquire[.]"

Unearned Fees Deposited Into Respondent's Personal Accounts

11. Respondent, at times, required advanced fee deposits from clients whose payments he diverted from C&N. None of these advanced fee client payments were deposited into a trust account.
12. For example, on November 11, 2020, Respondent emailed client E.M.E. a retainer agreement for representation for "a preliminary hearing and any further court proceedings, including a trial in the Circuit Court of Arlington County, for a possession of a controlled

substance charge.” The agreement stated that it “shall take effect upon its execution by all parties and the payment of a retainer² of \$3,500 for legal representation.”

13. On November 12, 2020, E.M.E. paid Respondent \$3,500 via the Shapiro Pen sales account. The fee was subsequently deposited into Respondent’s personal account. This fee had not yet been earned.

Carroll and Nuttall’s Discovery of Respondent’s Conduct

14. In or about February 2024, Carroll and Nuttall discovered Respondent’s scheme.
15. While handling a divorce case for client S.S., Respondent received \$11,300 cash from U.S., S.S.’s son after handling a divorce case for S.S.
16. Carroll, who had a previous relationship with U.S., asked U.S. whether he had been billed for his mother’s case. U.S. told Carroll that he had paid Respondent \$11,300 in cash. U.S. sent Carroll a copy of the receipt Respondent provided for the \$11,300 cash payment. Respondent asserted that he did not request to be paid in cash.
17. Carroll asked Respondent to bring the fee paid by U.S. so Carroll could deposit it. Respondent told Carroll that he “needed [the cash] for bills” and “had to pay bills with it.”
18. Carroll told Respondent that the firm would conduct a full investigation.
19. Initially, Respondent told Carroll and Nuttall that he only diverted funds from C&N during a nine-month period when Nuttall was campaigning for Commonwealth’s Attorney. Respondent would testify that he underestimated the amount of time he diverted funds and recalled that most of the diversions occurred during Nuttall’s campaign. However, C&N’s

² Although Respondent referred to this payment as a “retainer,” it was actually a flat fee because, according to Respondent’s agreement, Respondent was not charging anything else for the representation.

investigation reflected that Shapiro had been diverting funds from C&N for at least four years.

20. On February 12, 2024, Respondent signed a promissory note to Carroll and Nuttall in the amount of \$152,000 (“the first promissory note). The first promissory note stated, in relevant part:

THE PARTIES AGREE THAT THIS DEBT IS OWED AS A RESULT OF DEBTORS UNLAWFUL CONDUCT THAT WAS OUTSIDE OF THE SCOPE OF HIS EMPLOYMENT WITH CARROLL & NUTTALL, P.C. THE PARTIES AGREE THAT DEBTOR’S UNLAWFUL BEHAVIOR IS SUFFICIENT CAUSE FOR TERMINATION OF HIS EMPLOYMENT AT CARROLL & NUTTALL, P.C. DEBTOR ADMITS THAT WITHOUT AUTHORITY AND OF HIS OWN VOLITION, HE CREATED PAYMENT SCHEMES USING THE NAME CARROLL & NUTTALL THROUGH SQUARE, ZELLE AND OTHER PLATFORMS THAT ARE LINKED TO HIS PERSONAL ACCOUNTS. HOLDER SOLICITED CLIENTS TO PAY FOR FEES TO RUN THROUGH THOSE ACCOUNTS AND RECEIVED THEM IN HIS PERSONAL ACCOUNTS. THE PAYMENT SCHEME WAS DESIGNED TO DIVERT FUNDS FROM THE CARROLL & NUTTALL, P.C. ACCOUNTS.

21. Respondent agreed to pay the entire \$152,000 on or before May 1, 2024.
22. On March 12, 2024, Respondent signed a second promissory note (“the second promissory note”) to C&N in the amount of \$319,000. The amount of the second promissory note was based on additional investigation by Carroll and Nuttall into the amount that Respondent had diverted from the firm. Other than the amount, the terms of the second promissory note were substantially the same as the terms of the first promissory note.
23. Respondent agreed to pay the entire \$319,000 on or before May 1, 2024.
24. Respondent paid C&N \$30,000, which Respondent borrowed from his father. Respondent’s friend, who also happened to be a Detective with the Town of Herndon, paid

C&N \$11,300 on Respondent's behalf. Respondent also paid C&N \$10,000 that Respondent had received via Zelle from one of Nuttall's former clients.

25. On May 7, 2024, Carroll notified Respondent that he was in default on the second promissory note.

26. During an interview with VSB Investigator Matthew Foley, Respondent stated, of his own conduct:

Frankly, do I think it was unlawful? No, because I felt like I had earned that money, and that money should have been mine.

27. Despite signing both the first and second promissory notes acknowledging diversion of \$152,000 and then \$319,000, Respondent told Investigator Foley that he estimated that he diverted \$130,000-\$150,000 from C&N.

28. Respondent did not report all the income he diverted from C&N on his tax returns.

29. On December 24, 2024, Respondent entered into a Settlement Agreement and Mutual Release ("Settlement Agreement") with C&N. Pursuant to the Settlement Agreement, Respondent agreed not to contest the VSB allegations and to accept responsibility for the alleged misappropriation of funds. Respondent also agreed to pay C&N a total of \$200,000. These payments have been made to C&N on Respondent's behalf.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

RULE 1.15 Safekeeping Property

(a) Depositing Funds.

(1) All funds received or held by a lawyer or law firm on behalf of a client or a third party, or held by a lawyer as a fiduciary, other than reimbursement of advances for costs and expenses shall be deposited in one or more identifiable trust accounts; all other property held on behalf of a client should be placed in a safe deposit box or other place of safekeeping as soon as practicable.

(b) Specific Duties. A lawyer shall:

...

(5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

By failing to deposit advanced legal fees into a trust account, Respondent violated Rule 1.15(a)(1).

By disbursing advanced, unearned legal fees into his personal accounts, Respondent violated Rule 1.15(b)(5).

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

...

(b) commit a . . . deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law;

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law[.]

By diverting more than \$100,000 from C&N, by converting client funds by depositing them in his personal accounts before they were earned, and by failing to report some portion of the diverted income

on his tax returns, Respondent engaged in deliberately wrongful conduct that reflects adversely on his honesty, trustworthiness or fitness to practice law, in violation of Rule 8.4(b).

By diverting more than \$100,000 from C&N, by misleading C&N as to the nature and extent of his diversion of client funds, by misrepresenting to clients that they were hiring C&N when in fact Respondent was diverting the client payments to himself only, and by concealing his diversion of funds for several years, Respondent violated Rule 8.4(c).

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Disciplinary Board for its approval the agreed disposition of a FIVE-YEAR SUSPENSION as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. The effective date will be February 28, 2025, which is the second day of the two-day hearing set for this matter.

Upon satisfactory proof that all terms and conditions have been met, this matter shall be closed.

Prior to having his license reinstated in Virginia, Respondent must comply with the requirements set forth in the Rules of Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-25.D.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9.E of the Rules.

THE VIRGINIA STATE BAR



By: _____
Elizabeth K. Shoenfeld
Senior Assistant Bar Counsel

Brandon R. Shapiro
Brandon Robert Shapiro
Respondent

Andrea L. Moseley

Andrea L. Moseley
Respondent's Counsel