

**VIRGINIA:**

**BEFORE THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX**

**IN THE MATTER OF  
PETER M. BASKIN, RESPONDENT**

**CASE NO. CL2018-06138  
VSB DOCKET NO. 17-052-109440**

**AGREED DISPOSITION MEMORANDUM ORDER  
FOR A SIXTY-DAY SUSPENSION WITH TERMS**

This matter came to be heard on Thursday, August 16, 2018, before a Three-Judge Circuit Court, upon the joint request of the parties for the Court to accept the Agreed Disposition endorsed by the parties and offered to the Court as provided by the Rules of the Supreme Court of Virginia. The panel consisted of the Honorable Victoria A.B. Willis, Judge of the Fifteenth Judicial Circuit, Designated Chief Judge, the Honorable C.N. Jenkins, Jr., Judge of the Thirteenth Judicial Circuit, and the Honorable Edward L. Hogshire, Retired Judge of the Sixteenth Judicial Circuit. Peter M. Baskin was present and was represented by counsel, Michael L. Rigsby. The Virginia State Bar appeared through its Assistant Bar Counsel, Elizabeth K. Shoenfeld. The Chief Judge polled the members of the panel 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 judge responded in the negative. Tracy Stroh, Court Reporter, 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 and Demand, Respondent's disciplinary record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Circuit Court accepts the Agreed Disposition and the Respondent shall receive a Sixty-Day Suspension with Terms. The Agreed Disposition is attached to and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective September 1, 2018.

The Clerk of the Disciplinary System shall assess costs pursuant to ¶13-9 E of the Rules.

A copy teste of this Order shall be mailed, to the Respondent, Peter M. Baskin, at his last address of record with the Virginia State Bar, 10387 Main Street, Suite 204, Fairfax, VA 22030, with an attested copy by regular mail to Michael L. Rigsby, Esq., P.O. Box 29328, Henrico, VA 23242, Respondent's Counsel, Dickson John Young, Esq., Whitestone | Young, PC, #300, 10513 Judicial Drive, Fairfax, VA 22030, Respondent's Counsel and by regular mail to Elizabeth K. Shoenfeld, Assistant Bar Counsel, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219-0026, and to DaVida M. Davis, Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, VA 23219-0026.

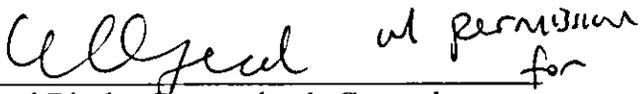
ENTERED THIS 24<sup>th</sup> DAY OF AUGUST, 2018  
CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

  
\_\_\_\_\_  
Victoria A.B. Willis, Chief Judge  
Three-Judge Circuit Court

We ask for this:



Elizabeth K. Shoenfeld, Assistant Bar Counsel



Michael Rigsby, Respondent's Counsel

We ask for this:

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Elizabeth K. Shoenfeld, Assistant Bar Counsel

*Michael C. Rigsby*

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Michael Rigsby, Respondent's Counsel

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF FAIRFAX

VIRGINIA STATE BAR EX REL  
FIFTH DISTRICT COMMITTEE  
VSB Docket No. 17-052-109440

Complainant,

i.

Case No. 2018 06138

PETER M. BASKIN

Respondent.

AGREED DISPOSITION

(60-DAY SUSPENSION WITH TERMS)

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, ¶ 13-6.H, the Virginia State Bar and Peter Baskin, Respondent, and his counsel, hereby enter into the following Agreed Disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Respondent represented Bret Marcot with regard to injuries he sustained in a September 10, 2014 auto accident. Mr. Marcot was riding his motorcycle when he was struck by Alfred Underwood, who was driving a Ford Taurus. As a result of the accident, Mr. Marcot injured his foot and ankle and incurred more than \$25,000 in medical expenses.
2. Mr. Underwood did not have liability insurance on his vehicle.
3. On or about December 11, 2014, Mr. Underwood pleaded guilty to failure to give full time and attention to driving with regard to the September 10, 2014 accident.
4. Respondent negotiated a \$25,000 settlement with Mr. Marcot's auto insurance carrier, Progressive, pursuant to Mr. Marcot's uninsured motorist coverage. Respondent also negotiated a settlement of \$20,000 with Mr. Underwood and his counsel.
5. On January 5, 2016, Mr. Marcot and Respondent signed a Release and Trust Agreement in exchange for a \$25,000 payment from Progressive. In the Release, Mr. Marcot represented that he "has made no settlement with, given any release to, or prosecuted any claim to judgment against any person or organization legally liable for such bodily injuries . . ." He also agreed to "hold in trust for the benefit of the Company (Progressive) all rights of recovery which he/she shall have against any person or organization legally liable for such bodily injuries . . ." The Release granted Progressive subrogation rights with regard to the accident. Progressive also paid Mr. Marcot \$1,142.99 for his property damage claim.
6. On January 5, 2016, both Mr. Marcot, as releaser, and Respondent, as a witness, signed a Release of All Claims in favor of Alfred Underwood in exchange for \$20,000.

7. On March 2, 2016, Progressive, as subrogee of Mr. Marcot, sued Mr. Underwood for \$1,142.99 plus court costs in the General District Court for Arlington County. That same date, Progressive also sued Mr. Underwood for \$25,000 plus court costs.
8. After filing suit, Progressive's counsel Sharon Horner learned that Mr. Marcot had already received payment for and released his claim against Mr. Underwood. Accordingly, Progressive nonsuited the two actions against Mr. Underwood.
9. On July 11, 2016, Ms. Horner wrote to Respondent and advised him that Mr. Marcot had breached his settlement agreement with Progressive by settling separately with Mr. Underwood, and that Progressive had the right to sue for damages.
10. On July 20, 2016, Respondent wrote back to Ms. Horner. He asserted that Progressive would not have prevailed in any claim against Mr. Underwood because Mr. Marcot was contributorily negligent.
11. On November 11, 2016, Ms. Horner wrote to Mr. Marcot and demanded that he repay the \$26,142.99 that Progressive had paid him.
12. On November 17, 2016, Bret Marcot's father emailed Respondent a copy of Ms. Horner's November 11 letter. Mr. Marcot's father told Respondent that his son was in Miami looking for work and asked Respondent to assist.
13. On November 30, 2016, Respondent wrote to Ms. Horner and enclosed a copy of his July 20, 2016 letter, in which he asserted that Progressive could not have prevailed against Mr. Underwood because Mr. Marcot was contributorily negligent.
14. In December 2016, Respondent and Mr. Marcot's father discussed the status of the remainder of the \$45,000 that Mr. Marcot had received as a result of his settlements with Progressive and Mr. Underwood. Respondent said that there was an outstanding lien of \$4,442 that he had not been able to negotiate and had not yet paid. Respondent was still holding \$6,543.77 of the settlement funds in his trust account. On December 20, 2016, Respondent wrote Mr. Marcot a check for \$2,101.77, which was the difference between the amount he was holding and the outstanding amount of the remaining lien. Respondent issued this check despite knowing that Progressive had asserted a claim for the return of the funds.
15. On January 13, 2017, Progressive sued Mr. Marcot in the Fairfax County General District Court based on breach of contract. To keep the matter under the jurisdictional limit, separate suits were once again filed for the \$25,000 injury payment and \$1,142.99 property damage payment.
16. On February 22, 2017, Mr. Marcot's father emailed Respondent and let him know that his son had been served with lawsuit papers at the father's house. On March 13, 2017, Respondent entered an appearance on Mr. Marcot's behalf.
17. On March 15, 2017, Respondent paid himself \$1,000 from the remaining money from Mr. Marcot's settlements, which he was still holding in his trust account. Respondent withdrew this money as a retainer to defend Mr. Marcot in Progressive's lawsuit. At the time he made this deduction, both Mr. Marcot's lienholder and Progressive had also asserted a right to these funds.
18. In May 2018, Respondent paid Progressive 100% of its claim. Accordingly, Progressive dismissed with prejudice its lawsuits against Mr. Marcot without payment by or cost to Mr. Marcot.
19. In a June 2018 letter to the bar, Respondent expressed remorse for his mishandling of the dual releases. He said that he acted in good faith and in a misguided attempt to maximize the recovery to his client.
20. Respondent has been practicing law in Virginia for more than 50 years and has no previous public discipline.

## II. NATURE OF MISCONDUCT

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

**RULE 1.3**      **Diligence**

(a)      A lawyer shall act with reasonable diligence and promptness in representing a client.

**RULE 1.15**      **Safekeeping Property**

(a)      Depositing Funds.

....

(3)      No funds belonging to the lawyer or law firm shall be deposited or maintained therein except as follows:

(i)      funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution or to maintain a required minimum balance to avoid the imposition of service fees, provided the funds deposited are no more than necessary to do so; or

(ii)      funds in which two or more persons (one of whom may be the lawyer) claim an interest shall be held in the trust account until the dispute is resolved and there is an accounting and severance of their interests. Any portion finally determined to belong to the lawyer or law firm shall be withdrawn promptly from the trust account.

(b)      Specific Duties. A lawyer shall:

....

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

**III. PROPOSED DISPOSITION**

Accordingly, Assistant Bar Counsel, Respondent and Respondent's counsel tender to the Court for its approval the agreed disposition of a 60-Day Suspension With Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing. The suspension shall commence on September 1, 2018. The terms are as follows:

1. Respondent shall enroll and attend six hours of continuing legal education (CLE) in the substantive area of trust accounting. These hours shall not be credited toward Respondent's compliance with his annual mandatory CLE requirement. Upon completion of the required CLE, Respondent shall so certify in writing to the Assistant Bar Counsel assigned to this case.

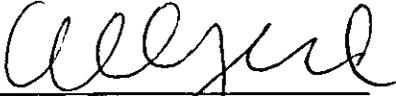
If the terms are not met by January 29, 2019, Respondent agrees that the alternative disposition shall be a one-year suspension of Respondent's license to practice law.

Respondent agrees that if the three-judge court designated to hear this matter accepts this

Agreed Disposition, this matter becomes Final and Non-Appealable. Respondent also agrees that in the event the three-judge court designated to hear this matter declines to accept this joint recommendation: i) the same three-judge court shall hear, preside over and conclude the hearing of this matter in accordance with the designation by the Supreme Court of Virginia; and ii) Respondent waives any challenge to the composition of the three-judge court based on its consideration and/or rejection of this joint recommendation.

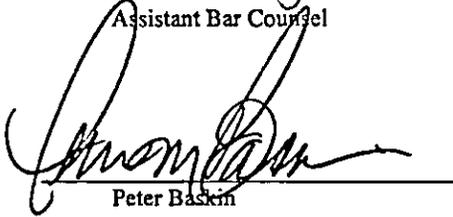
If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess an administrative fee.

THE VIRGINIA STATE BAR



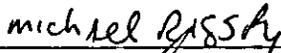
Elizabeth K. Shoenfeld

Assistant Bar Counsel



Peter Baskin

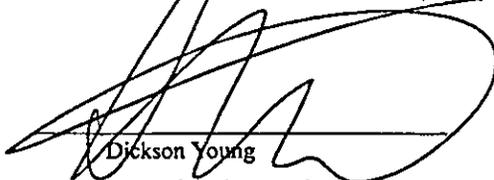
Respondent



Michael Rigby  
Counsel for Respondent

by DTY w/ REWISS (D)

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Dickson Young

Counsel for Respondent

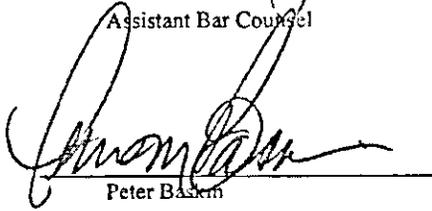
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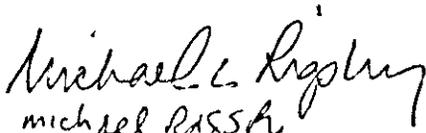
THE VIRGINIA STATE BAR



Elizabeth K. Shoenfeld  
Assistant Bar Counsel



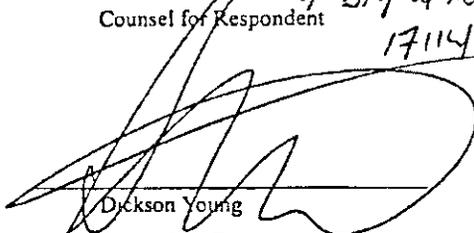
Peter Basem  
Respondent



Michael Rigby  
Counsel for Respondent

by DTY w/ reviss (ed)

17114



Dickson Young  
Counsel for Respondent