

**IN RE: JOSEPH S. SAMRA, JR.**

**NO. BD-2017-110**

**S.J.C. Order of Term Suspension Stayed with Probation Conditions entered by  
Justice Cypher on December 8, 2017.<sup>1</sup>**

**SUMMARY<sup>2</sup>**

The respondent, Joseph S. Samra, Jr., was admitted to the bar of Massachusetts on December 14, 1988. The respondent was a sole practitioner with a concentration in personal injury claims. He has no history of prior discipline.

From January 2012 to September 2017, the respondent made deposits of clients' funds to his IOLTA account at the Bank of America (IOLTA account). During that time, the respondent failed to maintain complete records of the receipt, maintenance and disposition of funds contained in the IOLTA account as required by Mass. R. Prof. C. 1.15(f). The respondent failed to maintain an accurate check register with a running balance, accurate individual client ledgers with running balances, a separate ledger of funds maintained in the IOLTA account and reconciliation reports.

During the same time period, the respondent deposited personal funds to the IOLTA account and/or knowingly failed to withdraw earned fees from the IOLTA account, thereby commingling personal funds with clients' funds in the account; wrote checks from his IOLTA account to pay for personal expenses without any client identifier on the checks; withdrew funds from the IOLTA account in cash or by writing checks to "cash" without any client identifier on the checks; used some of the cash withdrawn from the IOLTA account to pay clients in cash at their request without always obtaining a signed receipt from the client or otherwise documenting the payment as the disposition of client funds from the IOLTA account; and occasionally deposited settlement funds to his IOLTA account and paid the client his or her share from his business account, without any transfer of funds between the accounts to cover the disbursement.

In August 2013, the respondent deposited a settlement check for \$649.08 to his IOLTA account and was then unable to locate the client. The respondent negligently misused the settlement funds for unrelated business or personal purposes and has not made any payment to the missing client.

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<sup>1</sup> The complete order of the Court is available by contacting the Clerk of the Supreme Judicial Court for Suffolk County.

<sup>2</sup> Compiled by the Board of Board Overseers based on the record filed with the Supreme Judicial Court.

In January 2015, the respondent deposited a settlement check for \$3,250 to his IOLTA account, then sent a check to the client for her share, which she never negotiated. When he later realized that the check had not been negotiated, he paid the funds due in March 2016. Prior to payment, the respondent negligently misused the funds for unrelated business and personal purposes.

To date, the respondent has failed to reconcile the IOLTA account for client funds received and disbursed.

The above misconduct was in violation of Mass. R. Prof. C. 1.15(b), 1.15(e) and 1.15(f)(B), (C), (D), (E), and (F).

In addition, the respondent borrowed funds from two clients on terms that were not fair and reasonable. In August 2012, the deposited the settlement funds of \$225,000 in his IOLTA account. By agreement prepared by the respondent and dated and signed by the client, the client authorized the respondent to borrow for his own personal use, any or all the settlement funds, without prior notice or further permission, provided that he repay any borrowed amounts and provide a complete accounting upon demand. The terms of the agreement were not fair and reasonable to the client. The respondent was not required to pay any interest or to provide any collateral to the client. The respondent failed to deposit the client's settlement funds in an individual interest-bearing escrow account under the client's name.

Between August 2012 and December 2015, the respondent borrowed a total of \$47,598.16 from the client's settlement funds without paying any interest to the client or providing any collateral on the loan. In December 2015, the respondent paid to the client the full net settlement proceeds, without interest.

Again, in April 2014, the respondent deposited a settlement check for \$102,196.37 to his IOLTA account. By agreement prepared by the respondent and dated and signed by the client on May 1, 2014, the client authorized the respondent to retain his net settlement funds in the respondent's IOLTA account and granted the respondent the right to borrow all settlement funds on terms similar to the prior loan agreement. The terms of the agreement were not fair and reasonable to the client for the same reasons as the prior loan agreement.

The respondent failed to deposit the client's settlement funds to an individual interest-bearing escrow account under the client's name. On various dates, the respondent borrowed a total of approximately \$54,500 from the client's settlement funds.

In August 2015, the respondent paid to the client his full net settlement proceeds, without interest.

By failing to deposit each client's settlement funds in an individual account with interest payable to the to the client, the respondent violated Mass. R. Prof. C. 1.15(e)(5) as in effect prior to July 1, 2015, and Mass. R. Prof. C. 1.15(e)(6) as in effect as of July 1, 2015.

The respondent's conduct in entering a business transaction with the two clients where the terms of the transactions were not fair and reasonable to the clients was in violation of Mass. R. Prof. C. 1.8(a), as in effect prior to July 1, 2015.

In aggravation, the respondent engaged in multiple acts of misconduct over an extended period.

In mitigation, the respondent hired an accountant and has set up an IOLTA recordkeeping system that complies with Mass. R. Prof. C. 1.15. During the relevant time, the respondent suffered from back injuries and was taking prescription pain medication. The respondent was also suffering from depression.

This matter came before the Board of Bar Overseers on a stipulation of facts and disciplinary violations and a joint recommendation for a three-month suspended suspension with a two-year accounting probation and attendance at a CLE course. On October 16, 2017, the board unanimously voted to accept the stipulation and the joint recommendation. On December 8, 2017, the Court entered an order of three-month suspension stayed for two years and subject to probationary terms and conditions.