

FILED

MAR 13 2013

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

GRANT KINNEAR,

Lawyer (Bar No. 8935).

Proceeding No. 12#00129

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand is entered into by the Washington State Bar Association (Association), through disciplinary counsel Marsha Matsumoto and respondent lawyer Grant Kinneer (Respondent).

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that he is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to him. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct and sanction to avoid the risk, time and expense attendant to further proceedings.

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1 **I. ADMISSION TO PRACTICE**

2 1. Respondent was admitted to practice law in the State of Washington on May 15,
3 1979.

4 **II. STIPULATED FACTS**

5 2. In June 2009, Jean Lau (Lau) and her son, Anthony Tram (Tram), hired Respond-
6 ent to prepare a quit claim deed for signature by Donald Snyder (Snyder). Lau and Tram told
7 Respondent that Snyder was Lau's boyfriend and that he wanted to convey his Redmond, Wash-
8 ington, home to Lau.

9 3. At the time Lau and Tram hired Respondent, Snyder resided at Queen Anne
10 Healthcare, a rehabilitative and long-term care facility.

11 4. Respondent prepared the quit claim deed, and on June 3, 2009, Respondent met
12 with Lau, Tram and Snyder at Queen Anne Healthcare.

13 5. During the meeting, Respondent presented the quit claim deed to Snyder for his
14 signature. However, Respondent did not bring a notary public with him and was unable to find
15 a notary public at Queen Anne Healthcare.

16 6. Respondent obtained Snyder's signature on the quit claim deed and told Snyder
17 that he would find someone to notarize Snyder's signature.

18 7. Respondent returned to his office with the signed quit claim deed, and asked para-
19 legal Ann Harai (Harai) to notarize Snyder's signature. Harai was employed by the law firm,
20 Gordon Edmunds & Elder, from whom Respondent subleased office space.

21 8. At the time Respondent asked Harai to notarize Snyder's signature, he knew that
22 Harai had not witnessed Snyder signing the quit claim deed.

23 9. Respondent informed Harai that the signature on the quit claim deed was Snyder's.
24

1 10. Harai notarized Snyder's signature on the quit claim deed, stating:

2 On this day personally appeared before me DONALD A. SNYDER to me known
3 to be the individual described in and who executed the foregoing instrument, and
4 acknowledged that he signed said instrument as his free and voluntary act and
5 deed for the uses and purposes therein mentioned.

6 11. Respondent knew that the notary jurat signed by Harai was false.

7 12. Respondent provided the signed and notarized quit claim deed to Tram. This con-
8 cluded Respondent's representation of Tram and Lau.

9 13. In September 2009, Queen Anne Healthcare filed a guardianship petition alleging
10 that Snyder suffered from dementia. On January 12, 2010, Partners in Care was appointed as
11 the Limited Guardian of the Person and Full Guardian of the Estate for Snyder.

12 14. On August 17, 2010, Partners in Care brought a quiet title action against Lau in
13 King County Superior Court, alleging that Snyder was incapacitated at the time he signed the
14 quit claim deed.

15 15. On April 21, 2011, the court approved a settlement agreement between Snyder's
16 guardianship estate and Lau. Among other things, the settlement required Lau to assign any
17 claims she had against Respondent and the Gordon Edmonds & Elder law firm to Snyder's
18 guardianship estate.

19 16. Respondent, Harai and the Gordon Edmonds & Elder law firm (the law firm) en-
20 tered into a settlement agreement with Snyder's guardianship estate agreeing to pay damages to
21 Snyder in the amount of \$30,000. The settlement agreement was approved by the court on Oc-
22 tober 13, 2011, and was paid in full by November 2, 2011.

23 17. Respondent acknowledges that he made a mistake in having Harai notarize
24 Snyder's signature, but states that he acted out of a desire to assist his clients and Snyder.

1 **III. STIPULATION TO MISCONDUCT**

2 18. By having Harai falsely notarize Snyder's signature on the quit claim deed, Re-
3 spondent violated RPC 8.4(c) and RPC 8.4(d).

4 **IV. PRIOR DISCIPLINE**

5 19. Respondent was suspended for 60 days in June 2000 for practicing law while sus-
6 pended, failing to diligently represent a client, and making a false statement to a client.

7 **V. APPLICATION OF ABA STANDARDS**

8 20. The following standard from the American Bar Association Standards for Imposing
9 Lawyer Sanctions (1991 ed. & Feb. 1992 Supp.) applies to this case:

10 **5.1 Failure to Maintain Personal Integrity**

11 Absent aggravating or mitigating circumstances, upon application of the
12 factors set out in Standard 3.0, the following sanctions are generally appropriate
13 in cases involving commission of a criminal act that reflects adversely on the
14 lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects, or in
15 cases with conduct involving dishonesty, fraud, deceit, or misrepresentation:

16 5.11 Disbarment is generally appropriate when:

17 (a) a lawyer engages in serious criminal conduct, a necessary element of
18 which includes intentional interference with the administration of justice,
19 false swearing, misrepresentation, fraud, extortion, misappropriation, or
20 theft; or the sale, distribution or importation of controlled substances; or
21 the intentional killing of another; or an attempt or conspiracy or solici-
22 tation of another to commit any of these offenses; or

23 (b) a lawyer engages in any other intentional conduct involving dishonesty,
24 fraud, deceit, or misrepresentation that seriously adversely reflects on the
lawyer's fitness to practice.

5.12 Suspension is generally appropriate when a lawyer knowingly engages in
criminal conduct which does not contain the elements listed in Standard
5.11 and that seriously adversely reflects on the lawyer's fitness to prac-
tice.

**5.13 Reprimand is generally appropriate when a lawyer knowingly en-
gages in any other conduct that involves dishonesty, fraud, deceit, or
misrepresentation and that adversely reflects on the lawyer's fitness
to practice law.**

5.14 Admonition is generally appropriate when a lawyer engages in any other
conduct that reflects adversely on the lawyer's fitness to practice law.

21. Respondent's conduct in having Harai falsely notarize Snyder's signature was know-

1 ing.

2 22. Respondent's conduct adversely reflects on his fitness to practice law.

3 23. The presumptive sanction is reprimand under ABA Standards 5.13.

4 24. The following aggravating factors apply under ABA Standards Section 9.22:

- 5 (a) prior disciplinary offenses (Respondent was suspended for 60 days in
6 June 2000 for practicing law while suspended, failing to diligently repre-
7 sent a client, and making a false statement to a client);
(i) substantial experience in the practice of law (Respondent was admitted to
8 practice law in Washington in May 1979).

9 25. The following mitigating factors apply under ABA Standards Section 9.32:

- 10 (d) timely good faith effort to make restitution or to rectify consequences of
11 misconduct (Respondent entered into a settlement with Snyder's guardi-
12 anship estate and the settlement has been paid in full);
(l) remorse (Respondent acknowledges that he made a mistake in having
13 Harai notarize Snyder's signature, but states that he acted out of a desire
14 to assist his clients and Snyder).

15 26. It is an additional mitigating factor that Respondent has agreed to resolve this matter
16 at an early stage of the proceedings.

17 27. On balance the aggravating and mitigating factors do not require a departure from
18 the presumptive sanction.

19 VI. STIPULATED DISCIPLINE

20 28. Respondent shall receive a reprimand for his violations of the Rules of Professional
21 Conduct.

22 VII. RESTITUTION

23 29. Restitution is not appropriate in this matter.

24 VIII. COSTS AND EXPENSES

30. In light of Respondent's willingness to resolve this matter by stipulation at an early
stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$500 in

1 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
2 if these costs are not paid within 30 days of approval of this stipulation.

3 **IX. VOLUNTARY AGREEMENT**

4 31. Respondent states that prior to entering into this Stipulation he has had an opportuni-
5 ty to consult independent legal counsel regarding this Stipulation, that Respondent is entering
6 into this Stipulation voluntarily, and that no promises or threats have been made by the Associa-
7 tion, nor by any representative thereof, to induce the Respondent to enter into this Stipulation
8 except as provided herein.

9 **X. LIMITATIONS**

10 32. This Stipulation is a compromise agreement intended to resolve this matter in ac-
11 cordance with the purposes of lawyer discipline while avoiding further proceedings and the ex-
12 penditure of additional resources by the Respondent and the Association. Both the Respondent
13 lawyer and the Association acknowledge that the result after further proceedings in this matter
14 might differ from the result agreed to herein.

15 33. This Stipulation is not binding upon the Association or the respondent as a statement
16 of all existing facts relating to the professional conduct of the respondent lawyer, and any addi-
17 tional existing facts may be proven in any subsequent disciplinary proceedings.

18 34. This Stipulation results from the consideration of various factors by both parties, in-
19 cluding the benefits to both by promptly resolving this matter without the time and expense of
20 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
21 such, approval of this Stipulation will not constitute precedent in determining the appropriate
22 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
23 subsequent proceedings against Respondent to the same extent as any other approved Stipula-
24

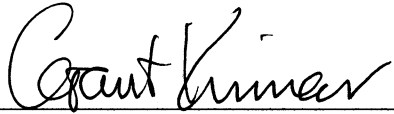
1 tion.

2 35. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for
3 his or her review become public information on approval of the Stipulation by the Hearing Of-
4 ficer, unless disclosure is restricted by order or rule of law.

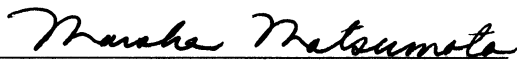
5 36. If this Stipulation is approved by the Hearing Officer, it will be followed by the dis-
6 ciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
7 of Lawyer Conduct will be made.

8 37. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have
9 no force or effect, and neither it nor the fact of its execution will be admissible as evidence in
10 the pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil
11 or criminal action.

12 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation
13 to Discipline as set forth above.

14 
15 _____
16 Grant Kinnear, Bar No. 8935
17 Respondent

Dated: 3/6/13

17 
18 _____
19 Marsha Matsumoto, Bar No. 15831
20 Senior Disciplinary Counsel

Dated: 3/6/13