

FILED

JUL 29 2014

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

CHARLES WILLIAM REHM,

Lawyer (Bar No. 10708).

Proceeding No. 13#00107

STIPULATION TO A THREE-YEAR
SUSPENSION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), and following a settlement conference conducted under ELC 10.12(h), the following Stipulation to a three-year suspension, is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Francesca D'Angelo, Respondent's Counsel Brian Keith Fresonke and Respondent lawyer Charles William Rehm.

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

Stipulation to Discipline
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OFFICE OF DISCIPLINARY COUNSEL OF THE
WASHINGTON STATE BAR ASSOCIATION
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0107

1 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
2 avoid the risk, time, and expense attendant to further proceedings.

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to the practice of law in the State of Washington on May
5 12, 1980.

6 **II. STIPULATED FACTS**

7 2. In 2010, Respondent began taking personal injury cases in addition to his general
8 law practice. Respondent had not previously handled personal injury cases subsequent to the
9 Supreme Court case of *Mahler v. Sucz*, 135 Wn.2d 398, 957 P.2d 632 (1998) (*Mahler*).
10 Respondent did not inform himself of the import of the *Mahler* decision.

11 3. In 2010 and 2011, Respondent employed a non-lawyer legal assistant who translated
12 for non-English speaking clients and assisted with the accountings on the cases. Respondent did
13 not review the settlement statements sufficiently to determine compliance with the *Mahler*
14 decision or otherwise ensure that the settlement statements and accountings were accurate.

15 *Client TA*¹

16 4. Respondent represented Client TA in a personal injury matter.

17 5. Respondent's fee agreement with TA stated that Respondent would be entitled to a
18 contingent fee of 33.3% of the gross settlement.

19 6. TA's personal injury matter settled in or around December 2010 for \$12,400.

20 7. Respondent placed the settlement funds in his trust account.

21 8. In December 2010, TA signed a settlement statement prepared by Respondent.

22 _____
23 ¹ Client names are identified by initials in order to protect their privacy.

1 9. The settlement statement stated that Respondent had discounted his fee to \$3,133.33.

2 10. The settlement statement stated that \$5,905 would be disbursed as “medical
3 reimbursement.”

4 11. TA’s personal injury protection (PIP) provider was Farmers Insurance (Farmers).

5 12. In a letter to Farmers, Respondent calculated Farmers’ pro rata share of attorney’s
6 fees under *Mahler* to be \$1,968.27.

7 13. Farmers agreed to reduce its subrogation from \$5,905 to \$3,936.73.

8 14. Respondent disbursed \$3,936.73 to Farmers.

9 15. Without notice to anyone, Respondent disbursed the difference of \$1,968.27 to
10 himself.

11 16. Respondent was not entitled to the \$1,968.27 that he disbursed to himself.

12 17. Respondent should have known, but did not in fact know, that he was not entitled to
13 these funds.

14 18. Respondent took the \$1,968.27 for his own use.

15 19. Respondent took the \$1,968.27 without TA’s authorization, knowledge or consent.

16 20. In total, Respondent collected a fee of \$5,101.60, which was 41% of TA’s net
17 recovery, rather than the 33.3% of the net recovery as permitted under the fee agreement.

18 Client KEK

19 21. Respondent represented Client KEK in a personal injury matter.

20 22. Respondent’s fee agreement with KEK stated that Respondent would be entitled to a
21 contingent fee of 33.3% of the gross settlement.

22 23. KEK’s matter settled in December 2010 for \$13,000.

23 24. Respondent placed the settlement funds in his trust account.

1 25. In December 2010, KEK signed a settlement statement prepared by Respondent.

2 26. The settlement statement stated that Respondent would discount his fee to \$3,133.

3 27. The settlement statement stated that \$6,485 would be disbursed as "medical
4 reimbursement."

5 28. KEK's personal injury protection (PIP) provider was Farmers Insurance (Farmers).

6 29. In a letter to Farmers, Respondent calculated Farmers' pro rata share of attorney's
7 fees under Mahler to be \$2,161.30.

8 30. Farmers agreed to reduce its subrogation from \$6,485 to \$4,323.70.

9 31. Without notice to anyone, Respondent disbursed the difference of \$2,161.30 to
10 himself.

11 32. Respondent was not entitled the \$2,161.30 that he disbursed to himself.

12 33. Respondent should have known, but did not in fact know, that he was not entitled to
13 these funds.

14 34. Respondent took the \$2,161.30 for his own use.

15 35. Respondent took the \$2,161.30 without KEK's authorization, knowledge or consent.

16 36. In total, Respondent collected a fee of \$5,294.63, which was 40% of KEK's net
17 recovery, rather than the 33.3% of the net recovery as permitted under the fee agreement.

18 Client SC

19 37. Respondent represented Client SC in a personal injury matter.

20 38. Respondent's fee agreement with SC stated that Respondent would be entitled to a
21 contingent fee of 33.3% of the gross recovery.

22 39. SC's matter settled for \$10,300.

23 40. Respondent placed the settlement funds in his trust account.

1 41. In June 2011, SC signed a settlement statement prepared by Respondent.

2 42. The settlement statement stated that the total medical reimbursement to be paid was
3 \$5,466.24.

4 43. SC's PIP provider was Hartford Insurance Company.

5 44. Hartford reduced its subrogation from \$5,466.24 to ~~\$3,624.99~~ ^{\$3,644.16.} *OKA*

6 45. Without notice to anyone, Respondent disbursed the difference of \$1,822.08 to
7 himself.

8 46. Respondent was not entitled to the \$1,822.08 that he disbursed to himself.

9 47. Respondent should have known, but did not in fact know, that he was not entitled to
10 these funds.

11 48. Respondent took the \$1,822.08 for his own use.

12 49. Respondent took \$1,822.08 without SC's authorization, knowledge or consent.

13 50. In total, Respondent collected a fee of \$4,222.08, which was approximately 41% of
14 SC's net recovery, rather than the 33.3% of the net recovery as permitted under the fee
15 agreement.

16 Client KWK

17 51. Respondent represented Client KWK in a personal injury matter.

18 52. Respondent's fee agreement with KWK stated Respondent would be entitled to a
19 contingent fee of 33.3% of the gross recovery.

20 53. In February 2011, KWK's personal injury matter settled for \$8,000.

21 54. Respondent placed the settlement funds into his trust account.

22 55. In February 2011, KWK signed a settlement statement prepared by Respondent.

23 56. The settlement statement stated that Respondent's fee would be \$2,664.00.

1 57. The settlement statement stated that \$2,750 would be disbursed as "medical
2 reimbursement."

3 58. KWK's PIP provider was GIECO Insurance (GIECO).

4 59. GEICO reduced its subrogation from \$2,750 to \$1,834.25.

5 60. In or around April 2011, without notice to anyone, Respondent disbursed the
6 difference of \$915.75 to himself.

7 61. Respondent was not entitled to the \$915.75 that he disbursed to himself.

8 62. Respondent should have known, but did not in fact know, that he was not entitled to
9 these funds.

10 63. Respondent took the \$915.75 for his own use.

11 64. Respondent took the \$915.75 without KWK's authorization, knowledge or consent.

12 65. In total, Respondent collected a fee of \$3,579.75, which was 44.75% of KWK's net
13 recovery, rather than the 33.3% of the net recovery as permitted under the fee agreement.

14 Client JHP

15 66. Respondent represented Client JHP in a personal injury matter.

16 67. Respondent's fee agreement with JHP stated that Respondent would be entitled to a
17 contingent fee of 33.3% of gross recovery.

18 68. In August 2011, JHP's personal injury matter settled for \$9,850.

19 69. Respondent placed the settlement funds in his trust account.

20 70. In or around August 11, 2011, JHP signed a settlement statement prepared by
21 Respondent.

22 71. The settlement statement stated that the total medical bills were \$6,243.15.

23 72. However, Respondent only paid \$4,209 to JHP's medical provider, Esurance.

1 73. Without notice to anyone, Respondent took the difference of \$2,034.15 for himself.

2 74. Respondent was not entitled to the \$2,034.15 that he took for himself.

3 75. Respondent should have known, but did not in fact know, that he was not entitled to
4 these funds.

5 76. Respondent took the \$2,034.15 for his own use.

6 77. Respondent took the \$2,034.15 without JHP's authorization, knowledge or consent.

7 78. In total, Respondent collected a fee of \$3,675.82, which was 37% of JHP's net
8 recovery, rather than the 33.3% of the net recovery as permitted under the fee agreement.

9 Client KZ

10 79. Respondent represented Client KZ in a personal injury matter.

11 80. Respondent's fee agreement with KZ stated that Respondent would be entitled to a
12 contingent fee of 33.3% of gross recovery.

13 81. In March 2011, KZ's case settled for \$11,000.

14 82. In March 2011, Respondent prepared a settlement statement for KZ.

15 83. Respondent's settlement statement indicated that \$3,875 would be reimbursed for
16 medical reimbursement.

17 84. The medical reimbursement was owed to East/West Acupuncture.

18 85. Respondent paid East/West Acupuncture only \$1,937.50 of the \$3,875.

19 86. Without notice to anyone, Respondent took the remaining \$1,937.50 for himself.

20 87. Respondent was not entitled to the \$1,937.50 that he disbursed to himself.

21 88. Respondent should have known, but did not in fact know, that he was not entitled to
22 these funds.

23 89. Respondent took the \$1,937.50 for his own use.

1 90. Respondent took the \$1,937.50 without KZ's authorization, knowledge or consent.

2 91. In total, Respondent collected a fee of \$5,604.16, which was approximately 51% of
3 KZ's net recovery, rather than the 33.3% of the net recovery as permitted under the fee
4 agreement.

5 Client MC

6 92. Respondent represented Client MC in a personal injury matter.

7 93. Respondent's fee agreement with MC stated that Respondent would be entitled to a
8 contingent fee of 33.3% of the gross settlement.

9 94. In June 2011, MC's matter settled for \$10,000.

10 95. Respondent placed the settlement funds into his trust account.

11 96. In June 2011, MC signed a settlement statement prepared by Respondent.

12 97. The settlement statement stated that \$2,381.64 would be disbursed as "medical
13 reimbursement."

14 98. The medical reimbursement was owed to MC's PIP provider, Allstate Insurance
15 (Allstate).

16 99. Respondent disbursed only \$1,587.75 of the \$2,381.64 to Allstate.

17 100. Without notice to anyone, Respondent took the difference of \$793.89 for
18 himself.

19 101. Respondent was not entitled to the \$793.89 that he disbursed to himself.

20 102. Respondent should have known, but did not in fact know, that he was not entitled
21 to these funds.

22 103. Respondent took the \$793.89 for his own use.

23 104. Respondent took the \$793.89 without MC's authorization, knowledge or consent.

1 105. In total, Respondent collected a fee of \$4,828.92, which was 48% of MC's net
2 recovery, rather than the 33.3% of the net recovery as permitted under the fee agreement.

3 B Estate

4 106. Respondent served as personal representative and attorney for the B Estate.

5 107. On or about May 3, 2002, Respondent deposited \$2,910.17 into his trust account
6 for the B Estate.

7 108. On or about May 24, 2002, Respondent disbursed \$900 on behalf of the B Estate,
8 leaving a balance of \$2,010.17 in his trust account.

9 109. Respondent did not disburse the remaining funds to the heirs until May 2013,
10 after ODC had performed an audit of his trust account.

11 S Closing

12 110. In 1994, Respondent performed a real estate closing in the S Closing matter.

13 111. After the S Closing, \$1,000.67 remained in Respondent's trust account.

14 112. Respondent did not disburse the \$1,000.67 to the buyers until May 2013, after
15 ODC had performed an audit of his trust account.

16 Trust Account

17 113. From January 1, 2010 through August 31, 2011, Respondent failed to keep
18 contemporaneous check registers.

19 114. From January 1, 2010 through August 31, 2011, Respondent failed to keep
20 individual client ledgers.

21 115. From January 1, 2010 through August 31, 2011, Respondent failed to perform
22 trust account reconciliations.

1 **III. STIPULATION TO MISCONDUCT**

2 116. By taking a higher percentage of his clients' settlement funds in the TA, KEK,
3 SC, KWK, JHP, KZ, and MC matters than what was provided for in his fee agreement,
4 Respondent violated RPC 1.5(a).

5 117. By converting portions of his clients' settlement funds to his own use in the TA,
6 KEK, SC, KWK, JHP, KZ, and/or MC matters without client authorization, and by failing to
7 promptly deliver his clients' funds to them, Respondent violated RPC 1.15A(b), and RPC
8 1.15A(f).

9 118. By providing settlement statements to his clients in the TA, KEK, SC, KWK,
10 JHP, KZ, and/or MC matters that misstated the amount to be paid to third party medical
11 providers and insurers and the amount to be retained by himself, Respondent violated RPC
12 1.4(a)(3) and RPC 1.4(b).

13 119. By failing to maintain complete trust account records as required by RPC 1.15B,
14 Respondent violated RPC 1.15A(h)(2).

15 120. By failing to reconcile his trust account records with his bank account records,
16 Respondent violated RPC 1.15A(h)(6).

17 121. By keeping client funds in his trust account for over 10 years in the B estate and
18 S closing matters without disbursing the funds, Respondent violated RPC 1.14(b)(4)² and/or
19 RPC 1.15A(f).

20 **IV. OTHER DISCIPLINE**

21 122. In 2012, Respondent was admonished for failing to communicate with a client,
22

23 ² The RPC's were amended in 2006. All references to the RPC refer to those in effect at the time of the
misconduct.

1 failing to promptly conclude a probate, and failing to promptly distribute funds in his client trust
2 account in violation of RPC 1.3, RPC 1.4, and RPC 1.15A.

3 123. In 2013, Respondent was reprimanded for taking an advanced fee, failing to do
4 any work on the case and failing to refund client's money in violation of RPC 1.3, RPC 1.4,
5 RPC 1.15A, and RPC1.16.

6 V. APPLICATION OF ABA STANDARDS

7 124. The following American Bar Association Standards for Imposing Lawyer
8 Sanctions (1991 ed. & Feb. 1992 Supp.) apply to this case:

9 ***4.1 Failure to Preserve the Client's Property***

10 Absent aggravating or mitigating circumstances, upon application of the
11 factors set out in 3.0, the following sanctions are generally appropriate in cases
12 involving the failure to preserve client property:

13 4.11 Disbarment is generally appropriate when a lawyer knowingly converts
14 client property and causes injury or potential injury to a client.

15 **4.12 Suspension is generally appropriate when a lawyer knows or should
16 know that he is dealing improperly with client property and causes
17 injury or potential injury to a client.**

18 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing
19 with client property and causes injury or potential injury to a client.

20 4.14 Admonition is generally appropriate when a lawyer is negligent in
21 dealing with client property and causes little or no actual or potential
22 injury to a client.

23 ***4.6 Lack of Candor***

24 Absent aggravating or mitigating circumstances, upon application of the
factors set out in Standard 3.0, the following sanctions are generally appropriate
in cases where the lawyer engages in fraud, deceit, or misrepresentation directed
toward a client:

4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a
client with the intent to benefit the lawyer or another, and causes serious
injury or potential serious injury to a client.

4.62 Suspension is generally appropriate when a lawyer knowingly deceives a
client, and causes injury or potential injury to the client.

**4.63 Reprimand is generally appropriate when a lawyer negligently fails
to provide a client with accurate or complete information, and causes
injury or potential injury to the client.**

4.64 Admonition is generally appropriate when a lawyer engages in an
isolated instance of negligence in failing to provide a client with accurate

1 or complete information, and causes little or no actual or potential injury
2 to the client.

3 **7.0 Violations of Duties Owed as a Professional**

4 Absent aggravating or mitigating circumstances, upon application of the
5 factors set out in Standard 3.0, the following sanctions are generally appropriate
6 in cases involving false or misleading communication about the lawyer or the
7 lawyer's services, improper communication of fields of practice, improper
8 solicitation of professional employment from a prospective client, unreasonable
9 or improper fees, unauthorized practice of law, improper withdrawal from
10 representation, or failure to report professional misconduct.

11 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
12 conduct that is a violation of a duty owed as a professional with the intent
13 to obtain a benefit for the lawyer or another, and causes serious or
14 potentially serious injury to a client, the public, or the legal system.

15 7.2 **Suspension is generally appropriate when a lawyer knowingly
16 engages in conduct that is a violation of a duty owed as a professional
17 and causes injury or potential injury to a client, the public, or the
18 legal system.**

19 7.3 Reprimand is generally appropriate when a lawyer negligently engages in
20 conduct that is a violation of a duty owed as a professional and causes
21 injury or potential injury to a client, the public, or the legal system.

22 7.4 Admonition is generally appropriate when a lawyer engages in an
23 isolated instance of negligence that is a violation of a duty owed as a
24 professional, and causes little or no actual or potential injury to a client,
the public, or the legal system.

125. Respondent acted knowingly in charging unreasonable fees. Under the ABA
Standards, "[k]nowledge' is the conscious awareness of the nature or attendant circumstances
of the conduct but without the conscious objective of purpose to accomplish a particular result."
The clients were injured in that they were overcharged for fees. The presumptive sanction is
suspension.

126. Respondent should have known that he was taking funds to which he was not
entitled. Respondent's clients were injured in that they did not timely receive the funds to
which they were entitled. The presumptive sanction is suspension.

127. Respondent acted negligently in failing to provide his clients with accurate
information on their settlement statements. The clients were injured in that they did not receive

1 correct, timely information. The presumptive sanction is reprimand.

2 128. Respondent acted knowingly in failing to properly handle the funds in his trust
3 account and in failing to keep the required records. Under the ABA Standards, “[k]nowledge’
4 is the conscious awareness of the nature or attendant circumstances of the conduct but without
5 the conscious objective of purpose to accomplish a particular result.” There was injury to the
6 parties involved in the S closing and B estate who did not receive their funds in a timely
7 manner. The presumptive sanction is suspension.

8 129. The following aggravating factors apply under ABA Standard 9.22:

- 9 (c) a pattern of misconduct [In 2012, Mr. Rehm was admonished for failing
10 to communicate with a client and failing to promptly distribute funds in
11 his client trust account; In 2013, Mr. Rehm was reprimanded for taking
12 an advanced fee, failing to do any work on the case, and failing to refund
13 the client’s money].
14 (d) multiple offenses;
15 (i) substantial experience in the practice of law [Mr. Rehm was admitted to
16 practice in 1980]

17 130. The following mitigating factors apply under ABA Standard 9.32:

- 18 (c) personal or emotional problems [During the relevant time periods,
19 Respondent suffered from depression which was exacerbated by various
20 family difficulties];
21 (d) payment of restitution;
22 (l) remorse.

23 131. It is an additional mitigating factor that Respondent has agreed to resolve this
24 matter at an early stage of the proceedings.

25 VI. STIPULATED DISCIPLINE

26 132. The parties stipulate that Respondent shall receive a three-year suspension for his
27 conduct.

28 VII. PROBATION

29 133. Respondent will be subject to probation for a period of two years commencing
30 Stipulation to Discipline

1 upon Respondent's reinstatement to the practice of law, with periodic reviews under ELC 13.8
2 of his trust account practices, and shall comply with the specific probation terms set forth
3 below:

- 4 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC
5 1.15B, and shall carefully review the current version of the publication, Managing
6 Client Trust Accounts: Rules, Regulations, and Common Sense.
- 7 b) For all client matters, Respondent shall have a written fee agreement signed by the
8 client, which agreements are to be maintained for least seven years (see RPC
9 1.15B(a)(3)).
- 10 c) On a half-yearly basis, Respondent shall provide ODC's audit staff with all trust-
11 account records for the time period to be reviewed by ODC's audit staff and
12 disciplinary counsel for compliance with the RPC:
- 13 d) Months 1 – 6. By no later than the 30th day of the seventh month after the
14 commencement of probation, Respondent shall provide the trust account records
15 from the date of his reinstatement to the end of the sixth full month.
- 16 e) Months 7 – 12. By no later than the 30th day of the thirteenth month after the
17 commencement of probation, Respondent shall provide the trust account records
18 from the end of the previously provided time period through the end of month
19 twelve.
- 20 f) Months 13 – 18. By no later than the 30th day of the nineteenth month after the
21 commencement of probation, Respondent shall provide the trust account records
22 from the end of the previously provided time period through the end of month
23 eighteen.

- 1 g) Months 19 – 24. By no later than the 30th day of the twenty-fifth month after the
2 commencement of probation, Respondent shall provide the trust account records
3 from the end of the previously provided time period through the end of month
4 twenty-four.
- 5 h) The trust account records Respondent provides to ODC for each six-month review of
6 his trust account will include: (a) a complete checkbook register for his/her trust
7 account covering the period being reviewed, (b) complete individual client ledger
8 records for any client with funds in Respondent's trust account during all or part of
9 the period being reviewed, as well as for Respondent's own funds in the account (if
10 any), (c) copies of all trust-account bank statements, deposit slips, and cancelled
11 checks covering the period being reviewed, (d) copies of all trust account client
12 ledger reconciliations for the period being reviewed, and (e) copies of reconciliations
13 of Respondent's trust account check register covering the period being reviewed.
14 The ODC's Audit Manager or designee will review Respondent's trust account
15 records for each period.
- 16 i) On the same time schedule set forth in the preceding paragraph, Respondent will
17 provide ODC's Audit Manager or designee with copies of any and all fee agreements
18 entered into within the time period at issue.
- 19 j) On the same time schedule set forth in the preceding paragraph, Respondent will
20 provide ODC's Audit Manager or designee with copies of any and all settlement
21 statements for each personal injury matter settled within the time period at issue.
- 22 k) The ODC's Audit Manager or designee may request additional financial or client
23 records if needed to verify Respondent's compliance with RPC 1.15A and/or 1.15B.

1 Within twenty days of a request from ODC's Audit Manager or designee for
2 additional records needed to verify Respondent's compliance with RPC 1.15A
3 and/or RPC 1.15B, Respondent will provide ODC's Audit Manager or designee the
4 additional records requested.

- 5 l) Respondent will reimburse the Association for time spent by ODC's Audit Manager
6 or designee in reviewing and reporting on Respondent's records to determine his/her
7 compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per hour.
8 Respondent will make payment within thirty days of each written invoice setting
9 forth the auditor's time and payment due.

10 **VIII. RESTITUTION**

11 134. Respondent has paid restitution as follows:

- 12 • \$1,968.27 to TA with interest at 12% per annum from December 2010 to
13 May 1, 2014;
- 14 • \$2,161.30 to KEK with interest at 12% per annum from December 2010
15 to May 1, 2014;
- 16 • \$1,822.08 to SC with interest at 12% per annum from June 2011 to May
17 1, 2014;
- 18 • \$915.75 to KWK with interest at 12% per annum from February 2011 to
19 May 1, 2014;
- 20 • \$2,034.15 to JHP with interest at 12% per annum from August 2011 to
21 May 1, 2014;
- 22 • \$1,937.50 to KZ with interest at 12% per annum from March 2011 to
23 May 1, 2014;

BKJ

\$1,495.89

- 1 • ~~\$793.89~~ to MC with interest at 12% per annum from June 2011 to May 1,
2 2014.

3 IX. COSTS AND EXPENSES

4 135. In light of Respondent's willingness to resolve this matter by stipulation at an
5 early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of
6 \$1,572.22 in accordance with ELC 13.9(i). The Association will seek a money judgment under
7 ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

8 136. Reinstatement from suspension is conditioned on payment of costs.

9 X. VOLUNTARY AGREEMENT

10 137. Respondent states that prior to entering into this Stipulation he has consulted
11 independent legal counsel regarding this Stipulation, that Respondent is entering into this
12 Stipulation voluntarily, and that no promises or threats have been made by ODC, the
13 Association, nor by any representative thereof, to induce the Respondent to enter into this
14 Stipulation except as provided herein.

15 XI. LIMITATIONS

16 138. This Stipulation is a compromise agreement intended to resolve this matter in
17 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
18 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
19 and ODC acknowledge that the result after further proceedings in this matter might differ from
20 the result agreed to herein.

21 139. This Stipulation is not binding upon ODC or the respondent as a statement of all
22 existing facts relating to the professional conduct of the respondent lawyer, and any additional
23 existing facts may be proven in any subsequent disciplinary proceedings.

1 140. This Stipulation results from the consideration of various factors by both parties,
2 including the benefits to both by promptly resolving this matter without the time and expense of
3 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
4 such, approval of this Stipulation will not constitute precedent in determining the appropriate
5 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
6 subsequent proceedings against Respondent to the same extent as any other approved
7 Stipulation.

8 141. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary
9 Board shall have available to it for consideration all documents that the parties agree to submit
10 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that
11 form the record before the Board for its review become public information on approval of the
12 Stipulation by the Board, unless disclosure is restricted by order or rule of law.

13 142. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it
14 will be followed by the disciplinary action agreed to in this Stipulation. All notices required in
15 the Rules for Enforcement of Lawyer Conduct will be made.

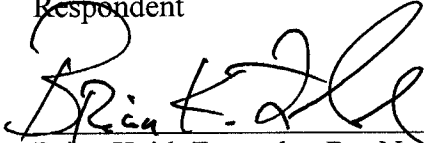
16 143. If this Stipulation is not approved by the Disciplinary Board and Supreme Court,
17 this Stipulation will have no force or effect, and neither it nor the fact of its execution will be
18 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
19 proceeding, or in any civil or criminal action.

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

3 

4 Charles William Rehm, Bar No. 10708
5 Respondent

Dated: 4/30/2014

6 

7 Brian Keith Fresonke, Bar No. 17655
8 Counsel for Respondent

Dated: 30 APRIL 2014

9 

10 Francesca D'Angelo, Bar No. 22979
11 Disciplinary Counsel

Dated: 5/21/2014