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JUN 22 2015

DISCIPLINARY
BOARD

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

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In re

ROGER JAY SHARP,
Lawyer (Bar No. 12211).

Proceeding No. 14#00083
ODC Files #14-00756, #14-01260

STIPULATION TO SUSPENSION

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Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following
Stipulation to Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the
Washington State Bar Association (Association) through disciplinary counsel Natalea Skvir and
Respondent lawyer Roger Jay Sharp.

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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

Stipulation to Discipline
Page 1

OFFICE OF DISCIPLINARY COUNSEL
OF THE WASHINGTON STATE BAR ASSOCIATION
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 727-8207

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1 avoid the risk, time, and expense attendant to further proceedings.

2 **I. ADMISSION TO PRACTICE**

3 1. Respondent was admitted to practice law in the State of Washington on November 9,
4 1981.

5 **II. STIPULATED FACTS**

6 **A. Smith representation**

7 2. In or around November 2011, Charles Smith and his wife, Barbara Duszynska (the
8 Smiths) contacted Respondent to discuss filing for bankruptcy.

9 3. Respondent agreed to represent the Smiths in a Chapter 7 bankruptcy proceeding and
10 to represent Ms. Duszynska in a collection suit FIA Card Services had filed against her in
11 Skamania County District Court in November 2011.

12 4. Respondent and the Smiths executed a fee agreement that called for an initial
13 payment of \$700 for work prior to filing a bankruptcy petition, \$300 after filing, and payment of
14 other expenses including the filing fee.

15 5. On or about December 1, 2011, the Smiths paid Respondent \$800.

16 6. Shortly thereafter, Respondent filed an appearance on behalf of Ms. Duszynska in
17 the FIA Card Services lawsuit.

18 7. After filing his appearance, Respondent did no further work in the FIA Card
19 Services case and the court eventually entered a default judgment of nearly \$9,000 against Ms.
20 Duszynska.

21 8. The Smiths completed worksheets Respondent sent them in preparation for filing the
22 bankruptcy petition and they completed a required credit counseling class.

23 9. Between November 2011 and April 2013, Respondent prepared the Smiths'

1 bankruptcy papers several times, but never filed them with the court.

2 10. Because of Respondent's inaction, the Smiths' paperwork fell out of date and they
3 had to redo it and repeat the credit counseling class.

4 11. Between November 2011 and April 2013, Mr. Smith attempted to communicate with
5 Respondent, but Respondent's replies became sporadic, then ceased, and when Mr. Smith sent
6 him certified mail, it was returned unclaimed.

7 12. During this period, the Smiths' creditors continued to call them seeking payment.

8 13. In or around April 2013, Mr. Smith finally reached Respondent, who apologized and
9 told him the Smiths' bankruptcy had not been filed due to unspecified health problems.

10 14. Respondent stated he would complete the bankruptcy filing and he had the Smiths
11 provide updated information necessary to do so, but he never filed their bankruptcy petition.

12 15. In or around September 2013, Mr. Smith was sued by Midland Funding LLC in
13 Skamania County District Court and he forwarded this information to Respondent.

14 16. Respondent neither responded to Mr. Smith nor filed an appearance on his behalf.

15 17. As a result of Respondent's inaction, the court entered a default judgment of nearly
16 \$9,000 against Mr. Smith in or around October 2014.

17 18. In November 2013, Mr. Smith filed a grievance against Respondent.

18 19. ODC forwarded a copy of the grievance to Respondent and requested his response.

19 20. Respondent did not respond to Mr. Smith's grievance.

20 21. In January 2014, ODC sent Respondent another letter requiring his response within
21 ten days, or he would be subject to deposition, but he still failed to respond.

22 22. Respondent was subpoenaed and appeared for deposition by Disciplinary Counsel on
23 March 27, 2014.

1 23. Respondent admitted that he had been unresponsive to Mr. Smith's communications
2 and had failed to perform the work for which the Smiths had hired and paid him.

3 24. Respondent's knowingly failed to perform the work for which the Smiths hired him
4 and he knowingly failed to communicate with them adequately.

5 25. Respondent agreed to refund the fee the Smiths had paid him, but did so only months
6 later.

7 26. As a result of Respondent's failure to file their bankruptcy petition, the Smiths could
8 not discharge any of their debts, their income tax refund was seized and applied toward
9 outstanding debt, their home was in danger of foreclosure, they were unable to pay for utilities,
10 and they could not afford to hire another lawyer to obtain relief because Respondent was
11 holding the money they had paid him.

12 **B. Clark representation**

13 27. In late March 2014, Terence A. Clark hired Respondent to file a Chapter 7
14 bankruptcy petition on his behalf.

15 28. Respondent told Mr. Clark he would have his legal assistant begin work on the
16 petition as soon as he received Mr. Clark's fee and initial paperwork.

17 29. Shortly thereafter, Mr. Clark provided the requested paperwork and sent Respondent
18 two checks, one for \$994 to cover Respondent's attorney fee and another for \$329 for the court
19 fee and a credit report.

20 30. The checks he sent Respondent cleared Mr. Clark's account on April 3, 2014.

21 31. Mr. Clark also completed and sent an online questionnaire and a pre-filing
22 certificate.

23 32. Respondent did not give Mr. Clark a timeline for filing the bankruptcy petition or tell

1 Mr. Clark when he anticipated being able to do so.

2 33. Throughout April 2014, Mr. Clark e-mailed and telephoned Respondent and left
3 word that he was being contacted by creditors, his bank had seized money from his account, and
4 he needed the case number for his bankruptcy case and a timeline for its completion.

5 34. Respondent did not reply to these communications.

6 35. On April 29, 2014, Mr. Clark wrote Respondent a letter stating he wished to
7 terminate the representation and receive a refund of the monies he had paid Respondent because
8 it appeared nothing had been done on his case and his creditors had received no notice of any
9 bankruptcy petition having been filed.

10 36. On May 2, 2014, Mr. Clark filed a grievance against Respondent with ODC and a
11 copy of it was sent to Respondent on May 7, 2014, with a request that he respond.

12 37. Respondent did not respond to Mr. Clark's grievance.

13 38. On May 8, 2014, Respondent sent Mr. Clark an e-mail stating he had gotten married
14 on April 12, 2014, taken a short vacation immediately thereafter and a longer one from April 25
15 to May 6, and had assigned Mr. Clark's case to a legal assistant who failed to follow through
16 with the case.

17 39. Respondent apologized for not having processed the case as quickly as he should
18 have and he agreed to refund Mr. Clark's funds the next day.

19 40. Respondent did not refund Mr. Clark's legal fee and filing fee until some months
20 later.

21 41. In the meantime, Mr. Clark had no other funds at his disposal but urgently needed
22 the relief a bankruptcy proceeding would afford him, so he filed a petition and completed the
23 process pro se.

1 **C. Harper representation**

2 42. In 2012, Janet and James Harper were experiencing financial difficulties and
3 contacted their lender, PHH Mortgage Company (PHH), about modifying the loan on their
4 residence.

5 43. During negotiations with PHH, the Harpers received foreclosure notices regarding
6 this property, but were told by PHH to disregard the notices because the parties were still
7 working on a loan modification.

8 44. On or about November 1, 2013, PHH foreclosed on the Harpers' residence.

9 45. Ms. Harper contacted PHH to contest the foreclosure because it had occurred
10 despite the company's instructions during the negotiations.

11 46. PHH agreed to give the Harpers an opportunity to seek a new loan modification,
12 provided they submitted an application by February 6, 2014.

13 47. In late January 2014, Ms. Harper contacted Respondent for advice regarding the
14 Harpers' dealings with PHH.

15 48. On or about February 1, 2014, Ms. Harper met with Respondent and provided him
16 mortgage documents for his review, including a letter from PHH specifying the February 6,
17 2014 deadline for submitting a loan modification application.

18 49. Respondent agreed to handle the Harpers' loan modification and stated he would
19 track his time working on the matter and charge a fee of \$200 an hour.

20 50. Ms. Harper provided Respondent the completed loan modification application.

21 51. On February 5, 2014, Ms. Harper e-mailed Respondent to ask whether he had
22 submitted the mortgage modification application.

23 52. Respondent did not reply to Ms. Harper's e-mail.

1 53. Ms. Harper wrote to Respondent again on or about March 2, 2014, but he still failed
2 to respond.

3 54. Ms. Harper started calling his office twice a week, but received no response.

4 55. On June 27, 2014, Ms. Harper sent Respondent a certified letter noting his failure to
5 communicate with her, expressing concern that her family could lose their home, and asking
6 him to contact her immediately.

7 56. Ms. Harper's letter was delivered to Respondent's business address, but Respondent
8 did not reply.

9 57. PHH informed Ms. Harper that they had not heard from Respondent.

10 58. Ms. Harper filed a grievance against Respondent with ODC on July 16, 2014 and a
11 copy of it was sent to Respondent with a request that he respond.

12 59. Respondent did not respond to Ms. Harper's grievance.

13 60. In late 2014, PHH sued to evict the Harpers from their home, and the Harpers hired
14 new counsel to defend them.

15 61. The new counsel contacted Respondent to request the Harpers' file and original
16 documents which were needed to defend against the pending litigation.

17 62. Respondent told the new counsel he would provide these materials, but never did so.

18 III. STIPULATION TO MISCONDUCT

19 63. By failing to act with reasonable diligence and promptness in filing the Smiths'
20 bankruptcy petition, Respondent violated RPC 1.3.

21 64. By failing to act with reasonable diligence and promptness in defending Ms.
22 Duszynska against the suit by FIA Card Services, Respondent violated RPC 1.3.

23 65. By failing to keep the Smiths reasonably informed about the status of their matters,

1 or promptly comply with their reasonable requests for information, Respondent violated RPC
2 1.4(a).

3 66. By failing to respond to Mr. Smith's grievance, Respondent violated the duties
4 imposed by ELC 1.5 and ELC 5.3(f) and (g), thereby violating RPC 8.4(f).

5 67. By failing to act with reasonable diligence and promptness in representing Mr. Clark
6 and by failing to expedite litigation on Mr. Clark's behalf, Respondent violated RPC 1.3 and
7 RPC 3.2.

8 68. By failing to inform Mr. Clark of his anticipated absence from his practice when Mr.
9 Clark urgently needed his bankruptcy petition to be filed, by failing to consult with Mr. Clark as
10 to the means by which his objective would be pursued, and by failing to respond to any of Mr.
11 Clark's communications for over a month, Respondent violated RPC 1.2(a) and RPC 1.4.

12 69. By assigning Mr. Clark's case to a legal assistant and then failing to ensure that the
13 contemplated work was performed, Respondent violated RPC 5.3(a) and RPC 5.3(b).

14 70. By failing to promptly refund Mr. Clark's advance payments of unearned fees and
15 expenses upon termination of the representation, Respondent violated RPC 1.15A(f) and RPC
16 1.16(d).

17 71. By failing to respond to Mr. Clark's grievance, Respondent violated the duties
18 imposed by ELC 1.5 and ELC 5.3(f) and (g), thereby violating RPC 8.4(f).

19 72. By failing to perform the work he agreed to do for Mr. and Ms. Harper, Respondent
20 violated RPC 1.3.

21 73. By failing to respond to any of Ms. Harper's communications after the beginning of
22 February 2014, Respondent violated RPC 1.4.

23 74. By failing to respond to Ms. Harper's grievance, Respondent violated the duties

1 imposed by ELC 1.5 and ELC 5.3(f) and (g), thereby violating RPC 8.4(I).

2 75. By failing to provide Ms. Harper's file to successor counsel upon request and by
3 failing to return Ms. Harper's original documents to her, Respondent violated RPC 1.15A(f) and
4 RPC 1.16(d).

5 IV. PRIOR DISCIPLINE

6 76. Respondent's license to practice law was suspended for six months, effective
7 December 18, 2014, for a lack of diligence, failure to pursue litigation he had initiated on behalf
8 of clients, and failure to communicate with clients.

9 V. APPLICATION OF ABA STANDARDS

10 77. The following American Bar Association Standards for Imposing Lawyer Sanctions
11 (1991 ed. & Feb. 1992 Supp.), copies of which are appended to this stipulation, apply to this
12 case:

13 78. ABA Standard 4.4 is most applicable to Respondent's failure to act with diligence in
14 filing bankruptcy petitions for the Smiths and Mr. Clark, in representing Ms. Duszynska in the
15 suit filed by her creditor, and in failing to timely file the Harpers' application for a loan
16 modification, and is also applicable to Respondent's failure to respond to communications from
17 all of these clients.

18 79. Respondent knowingly failed to act with diligence in representing the Smiths,
19 knowingly failed to take any action on behalf of the Harpers, and negligently failed to ensure
20 that action was taken to advance Mr. Clark's matter during his absence.

21 80. Respondent knowingly failed to communicate with the Smiths, to advise Mr. Clark
22 that he would be unavailable to file his bankruptcy petition for a time due to his imminent
23 wedding and post-wedding travel plans, and to respond to any of Ms. Harper's attempts at

1 communication.

2 81. The Smiths experienced serious financial injury as a result of Respondent's neglect
3 of their cases; Respondent's failure to act on Mr. Clark's behalf after being paid to do so caused
4 him serious injury insofar as it rendered Mr. Clark unable to afford other counsel and
5 necessitated Mr. Clark's pursuing bankruptcy pro se, causing him significant stress requiring
6 medical treatment; and Respondent's failure to take any action on behalf of the Harpers after
7 having agreed to do so caused them serious injury in that it subjected them to an eviction suit
8 that required them to hire other counsel to defend them, and they remain at risk of losing their
9 family home.

10 82. Respondent's failure to communicate adequately with these clients caused all of
11 them significant uncertainty, exposure to action by their creditors, and emotional distress.

12 83. The presumptive sanction under ABA Standard 4.41 is disbarment.

13 84. ABA Standard 7.0 is most applicable to the duty to have measures in place to give
14 reasonable assurance that the conduct of a non-lawyer assistant is compatible with the
15 professional obligations of the lawyer; to the duty to take reasonably practical steps to protect a
16 client's interests upon termination; and to promptly respond to Disciplinary Counsel's requests
17 for a response to a grievance or for information in the course of an investigation.

18 85. Respondent knowingly failed to respond to all of these grievances when so requested
19 by Disciplinary Counsel, and knowingly failed to transmit the Harpers' file and/or documents to
20 successor counsel to enable him to effectively represent them in eviction proceedings; he was
21 negligent in failing to ensure that his assistant was taking action in his absence to ready Mr.
22 Clark's bankruptcy petition for filing.

23 86. The Smiths, the Harpers and Mr. Clark were injured by Respondent's failure to

1 respond to their grievances, the Harpers were injured by their inability to obtain their file and
2 documents for use in defending against their eviction, and Mr. Clark was injured by
3 Respondent's failure to ensure that his legal assistant's conduct in handling his matter was
4 consistent with Respondent's obligation to do so.

5 87. The system of lawyer discipline was also harmed by the necessity of using its limited
6 resources in attempting to investigate these matters fully, as the system depends upon the
7 cooperation of Respondents in carrying out its duties to address misconduct and protect the
8 public.

9 88. The presumptive sanction under ABA Standard 7.2 is suspension.

10 89. The following aggravating factors apply under ABA Standard 9.22:

- 11 (a) prior disciplinary offenses: Respondent is currently suspended for six months
12 for lack of diligence, failure to communicate, and abandonment of litigation he
13 initiated on behalf of his clients; Respondent knew that ODC was investigating
14 him for that misconduct during the time period he was dealing with Mr. Clark
15 and the Harpers;
16 (c) a pattern of misconduct;
17 (d) multiple offenses; and
18 (i) substantial experience in the practice of law.

19 90. The following mitigating factors apply under ABA Standard 9.32:

- 20 (c) personal or emotional problems: Respondent testified at deposition that he
21 was experiencing turmoil in his personal life and a major depressive episode that
22 affected his ability to function during the period of his misconduct; and
23 (l) remorse.

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

92. Based on the factors set forth above, the presumptive sanction should be mitigated to
a three-year suspension.

1 **VI. STIPULATED DISCIPLINE**

2 93. The parties stipulate that Respondent shall receive a three-year suspension for his
3 conduct, followed by two years of probation upon reinstatement of his license to practice.

4 94. Respondent's reinstatement to active status is conditioned upon his payment of all
5 costs and expenses assessed.

6 95. It is further stipulated that, as a condition to Respondent's reinstatement to the
7 practice of law, Respondent will undergo an independent mental health evaluation by a licensed
8 clinical psychologist or psychiatrist approved in advance by Disciplinary Counsel. Respondent
9 will execute all necessary releases to permit this evaluator to obtain all necessary treatment
10 records, and make a report to Disciplinary Counsel addressing whether Respondent is fit to
11 practice law and, if so, under what conditions, if any. Respondent will pay all costs associated
12 with this examination and report, including the costs of obtaining medical records.

13 96. If the evaluator concludes that Respondent is not currently fit to practice law, the
14 report shall recommend a course of treatment necessary to enable Respondent to return to the
15 practice of law. Respondent (or Respondent's counsel, if Respondent is then represented) and
16 Disciplinary Counsel shall meet to discuss the evaluator's report and what steps can be taken to
17 address the evaluator's concerns. If Respondent and Disciplinary Counsel cannot reach an
18 agreement, both parties shall present written materials and arguments to the Disciplinary Board.
19 The Disciplinary Board shall decide whether and the conditions under which Respondent shall
20 return to the active practice of law.

21 97. Respondent will propose to Disciplinary Counsel, in writing, the name of a practice
22 monitor within two weeks of the start of the probation period. The monitor must be a WSBA
23 member who has no record of public discipline and no public disciplinary proceedings pending.

1 Disciplinary Counsel will advise Respondent whether his proposed practice monitor is
2 acceptable. If Respondent and Disciplinary Counsel are unable to agree on a practice monitor,
3 Respondent may ask the Chair of the Disciplinary Board to resolve the dispute.

4 98. During the period of probation, Respondent will meet in person at least once a month
5 with his practice monitor. At each meeting, the monitor will discuss with Respondent each of
6 Respondent's client matters, the status of each client's case, and Respondent's intended course
7 of action.

8 99. The monitor shall give Disciplinary Counsel reports as to Respondent's performance
9 on probation on a quarterly basis.

10 100. If the monitor believes that Respondent is not complying with any of his ethical
11 duties under the RPC, the monitor will promptly report that to the Disciplinary Counsel.

12 101. Respondent will be responsible for paying any fees charged by the practice
13 monitor for supervision.

14 VII. RESTITUTION

15 102. Because Respondent eventually refunded the fees paid him by the Smiths and
16 Mr. Clark, and he had not yet billed the Harpers or received a fee from them, restitution is not
17 warranted in this case.

18 VIII. COSTS AND EXPENSES

19 103. In light of Respondent's willingness to resolve this matter by stipulation at an
20 early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of
21 \$1,796.60 in accordance with ELC 13.9(i). The Association will seek a money judgment under
22 ELC 13.9(f) if these costs are not paid within 30 days of approval of this stipulation.

23 104. Reinstatement from suspension is conditioned on payment of costs.

1 **IX. VOLUNTARY AGREEMENT**

2 105. Respondent states that prior to entering into this Stipulation he has had an
3 opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is
4 entering into this Stipulation voluntarily, and that no promises or threats have been made by
5 ODC, the Association, nor by any representative thereof, to induce the Respondent to enter into
6 this Stipulation except as provided herein.

7 106. Once fully executed, this stipulation is a contract governed by the legal principles
8 applicable to contracts, and may not be unilaterally revoked or modified by either party.

9 **X. LIMITATIONS**

10 107. This Stipulation is a compromise agreement intended to resolve this matter in
11 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
12 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
13 and ODC acknowledge that the result after further proceedings in this matter might differ from
14 the result agreed to herein.

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

18 109. This Stipulation results from the consideration of various factors by both parties,
19 including 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

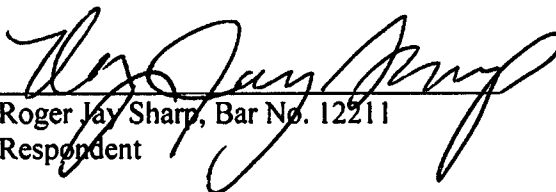
1 Stipulation.

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

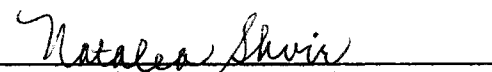
7 111. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it
8 will be followed by the disciplinary action agreed to in this Stipulation. All notices required in
9 the Rules for Enforcement of Lawyer Conduct will be made.

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

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

16 
17 Roger Jay Sharp, Bar No. 12211
18 Respondent

Dated: 3/20/2015

19 
20 Natalea Skvir, Bar No. 34335
21 Disciplinary Counsel

Dated: 3/20/2015

1 **American Bar Association Standards for Imposing Lawyer Sanctions**
2 **(1991 ed. & Feb. 1992 Supp.) (excerpts)**

3 **4.4 *Lack of Diligence***

4 Absent aggravating or mitigating circumstances, upon application of the factors set out in
5 Standard 3.0, the following sanctions are generally appropriate in cases involving a failure to act
6 with reasonable diligence and promptness in representing a client:

7 4.41 Disbarment is generally appropriate when:

- 8 (a) a lawyer abandons the practice and causes serious or potentially serious
9 injury to a client; or
10 (b) a lawyer knowingly fails to perform services for a client and causes
11 serious or potentially serious injury to a client; or
12 (c) a lawyer engages in a pattern of neglect with respect to client matters and
13 causes serious or potentially serious injury to a client.

14 4.42 Suspension is generally appropriate when:

- 15 (a) a lawyer knowingly fails to perform services for a client and causes injury
16 or potential injury to a client, or
17 (b) a lawyer engages in a pattern of neglect and causes injury or potential
18 injury to a client.

19 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with
20 reasonable diligence in representing a client, and causes injury or potential injury to a
21 client.

22 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act
23 with reasonable diligence in representing a client, and causes little or no actual or
24 potential injury to a client.

25 **7.0 *Violations of Duties Owed as a Professional***

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

32 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is
33 a violation of a duty owed as a professional with the intent to obtain a benefit for the
34 lawyer or another, and causes serious or potentially serious injury to a client, the public,
35 or the legal system.

36 7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is
37 a violation of a duty owed as a professional and causes injury or potential injury to a
38 client, the public, or the legal system.

39 7.3 Reprimand is generally appropriate when a lawyer negligently engages in conduct that is
40 a violation of a duty owed as a professional and causes injury or potential injury to a
41 client, the public, or the legal system.

42 7.4 Admonition is generally appropriate when a lawyer engages in an isolated instance of
43 negligence that is a violation of a duty owed as a professional, and causes little or no
44 actual or potential injury to a client, the public, or the legal system.