

FILED
JUN 14 2016
DISCIPLINARY
BOARD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
PETER THOMAS CONNICK,
Lawyer (Bar No. 12560).

Proceeding No. *W#00062*
ODC File No(s). 15-01340
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 Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Francesca D'Angelo, Respondent's Counsel Seth Alan Rosenberg and Respondent lawyer Peter Thomas Connick.

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
Page 1

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

002

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 practice law in the State of Washington on October 14,
5 1982.

6 **II. STIPULATED FACTS**

7 2. Respondent served as general counsel for the Snoqualmie Tribe (Tribe) from 1997
8 until January 2013.

9 3. In or around 2001, the Tribe hired Matthew Mattson as Tribal Administrator.

10 4. In or around 2007, Mattson presented an employment contract for his own
11 employment to the Tribe for consideration.

12 5. As general counsel, Respondent reviewed the contract, gave the Tribe his legal
13 opinion on the contract, and attended the Tribal Council meeting where the contract was
14 discussed and approved.

15 6. In January 2013, the Tribe terminated Respondent's employment as general counsel
16 for the Tribe.

17 7. In April 2013, the Tribe terminated Mattson's employment as Tribal Administrator.

18 8. Between May and October 2013, Respondent provided legal research and advice to
19 Mattson regarding his potential lawsuit against the Tribe for breach of his employment contract.

20 9. On December 17, 2013, Mattson forwarded a copy of the Complaint that he planned
21 to file against the Tribe to Respondent for his review. In the Complaint, Mattson sought
22 damages for the Tribe's breach of his employment contract.

23 10. On 2, 2014, Respondent provided Mattson with advice on strategy and suggested

1 revisions to the factual allegations in the Complaint

2 11. On May 28, 2014, Mattson filed his Complaint against the Tribe in King County
3 Superior Court.

4 12. In or around August 2015, the Tribe brought a motion for summary judgment, asking
5 the court to find as a matter of law that Mattson's employment contract was void.

6 13. On September 7, 2015, Respondent filed a declaration on behalf of Mattson that
7 contained information related to his representation of the Tribe, including detailed information
8 surrounding the approval of Mattson's employment contract, the Tribe's discussions, and the
9 legal advice he provided them.

10 14. Respondent did not obtain the Tribe's informed consent prior to revealing the
11 information related to his prior representation of the Tribe.

12 15. Respondent did not seek or receive compensation or other financial benefit for his
13 advice and actions in the Mattson matters.

14 **III. STIPULATION TO MISCONDUCT**

15 16. By providing legal advice and assistance to Mattson in his litigation against the Tribe
16 without the Tribe's informed consent, confirmed in writing, Respondent violated RPC 1.9(a).

17 17. By revealing information relating to his representation of the Tribe, when such
18 disclosures were not authorized by the Tribe or permitted by the RPC, Respondent violated RPC
19 1.9(c).

20 **IV. PRIOR DISCIPLINE**

21 18. Respondent has no prior discipline.

22 **V. APPLICATION OF ABA STANDARDS**

23 19. The following American Bar Association Standards for Imposing Lawyer Sanctions

1 (1991 ed. & Feb. 1992 Supp.) apply to this case:

2 **4.3 Failure to Avoid Conflicts of Interest**

3 Absent aggravating or mitigating circumstances, upon application of the
4 factors set out in Standard 3.0, the following sanctions are generally appropriate
5 in cases involving conflicts of interest:

6 4.31 Disbarment is generally appropriate when a lawyer, without the informed
7 consent of client(s):

- 8 (a) engages in representation of a client knowing that the lawyer's interests
9 are adverse to the client's with the intent to benefit the lawyer or another,
10 and causes serious or potentially serious injury to the client; or
11 (b) simultaneously represents clients that the lawyer knows have adverse
12 interests with the intent to benefit the lawyer or another, and causes
13 serious or potentially serious injury to a client; or
14 (c) represents a client in a matter substantially related to a matter in which
15 the interests of a present or former client are materially adverse, and
16 knowingly uses information relating to the representation of a client with
17 the intent to benefit the lawyer or another and causes serious or
18 potentially serious injury to a client.

19 4.32 Suspension is generally appropriate when a lawyer knows of a conflict of
20 interest and does not fully disclose to a client the possible effect of that
21 conflict, and causes injury or potential injury to a client.

22 4.33 Reprimand is generally appropriate when a lawyer is negligent in
23 determining whether the representation of a client may be materially
24 affected by the lawyer's own interests, or whether the representation will
adversely affect another client, and causes injury or potential injury to a
client.

4.34 Admonition is generally appropriate when a lawyer engages in an
isolated instance of negligence in determining whether the representation
of a client may be materially affected by the lawyer's own interests, or
whether the representation will adversely affect another client, and causes
little or no actual or potential injury to a client.

20. Respondent acted knowingly.

21. The Tribe was injured in that Respondent assisted a former employee in litigation
against the Tribe and revealed information related to its prior representation without their
informed consent.

22. The presumptive sanction is suspension.

23 Stipulation to Discipline
24 Page 4

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

1 23. The following aggravating factors apply under ABA Standard 9.22:

- 2 (i) substantial experience in the practice of law [Respondent was
3 admitted to practice in 1982].

4 24. The following mitigating factors apply under ABA Standard 9.32:

- 5 (a) absence of a prior disciplinary record;
6 (f) remorse.

7 25. It is an additional mitigating factor that Respondent has agreed to resolve this matter
8 at an early stage of the proceeding.

9 26. The mitigating factors outweigh the aggravating factors. The presumptive sanction
10 should be mitigated to reprimand.

11 VI. STIPULATED DISCIPLINE

12 27. The parties stipulate that Respondent shall receive a reprimand for his conduct.

13 28. Respondent will be subject to probation for a period of six months from the date of
14 approval of this Stipulation and shall comply with the specific probation terms set forth below:

15 (a) Respondent shall complete a minimum of 6 credit hours of continuing legal
16 education courses, at Respondent's own expense. Areas of focus shall include
17 conflicts of interest.

18 (b) Respondent shall provide evidence of attendance at such courses to the Office
19 of Disciplinary Counsel no later than 30 days after the conclusion of the course.
20 Proof of attendance shall include the program brochure, evidence of payment,
21 and a written statement that includes the date and time of attendance.

22 VII. RESTITUTION

23 29. No restitution is required as part of this stipulation.

1 **VIII. COSTS AND EXPENSES**

2 30. In light of Respondent's willingness to resolve this matter by stipulation at an early
3 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in
4 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
5 if these costs are not paid within 30 days of approval of this stipulation.

6 **IX. VOLUNTARY AGREEMENT**

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

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

14 **X. LIMITATIONS**

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

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

23 35. This Stipulation results from the consideration of various factors by both parties,

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

7 36. Under ELC 3.1(b), all documents that form the record before the Chief Hearing
8 Officer for his or her review become public information on approval of the Stipulation by the
9 Hearing Officer, unless disclosure is restricted by order or rule of law.

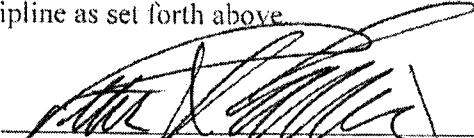
10 37. If this Stipulation is approved by the Chief Hearing Officer, it will be followed by
11 the disciplinary action agreed to in this Stipulation. All notices required in the Rules for
12 Enforcement of Lawyer Conduct will be made.

13 38. If this Stipulation is not approved by the Chief Hearing Officer, this Stipulation will
14 have no force or effect, and neither it nor the fact of its execution will be admissible as evidence
15 in the pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any
16 civil or criminal action.

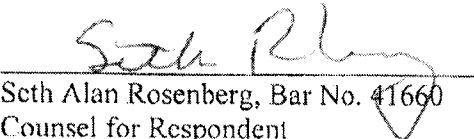
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation

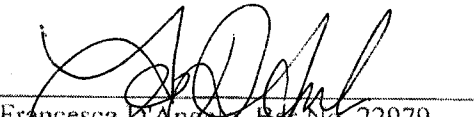
to Discipline as set forth above.


Peter Thomas Connick, Bar No. 12560
Respondent

Dated: 06/07/15


Seth Alan Rosenberg, Bar No. 41660
Counsel for Respondent

Dated: 6/7/16


Francesca D'Angelo, Bar No. 22979
Disciplinary Counsel

Dated: 6/7/16