

**FILED**

May 18, 2023

**Disciplinary  
Board**

**Docket # 099**

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**RICHARD LLEWELYN JONES,**

Lawyer (Bar No. 12904).

Proceeding No. 17#00014

ODC File Nos. 16-00032; 17-01454;  
22-00999; and 23-00338

STIPULATION TO TWENTY-ONE  
MONTH SUSPENSION

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Twenty-One Month Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through Disciplinary Counsel Benjamin J. Attanasio, Respondent's Counsel Kurt M. Bulmer and Respondent lawyer Richard Llewelyn Jones.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent 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

1 outcome more favorable or less favorable to Respondent. Respondent chooses to resolve this  
2 proceeding now by entering into the following stipulation to facts, misconduct and sanction to  
3 avoid the risk, time, and expense attendant to further proceedings.

#### 4 **I. ADMISSION TO PRACTICE**

5 1. Respondent was admitted to the practice of law in the State of Washington on  
6 November 3, 1982.

#### 7 **II. STIPULATED FACTS**

##### 8 **FACTS REGARDING STAFFORD MATTER**

##### 9 **A. Pending Lawsuit and Filing Bankruptcy**

10 2. On May 24, 2012, Penny Stafford (Stafford) hired Respondent to represent Stafford  
11 in wrongful foreclosure proceedings against Stafford's lenders and other related entities.

12 3. At the time Stafford hired Respondent, Respondent and Respondent's firm had  
13 represented clients as counsel in approximately 70 bankruptcies and as Special Counsel in 15  
14 bankruptcies since 1982.

15 4. After Respondent commenced litigation for Stafford in several forums, on October  
16 24, 2012, the actions were consolidated into one lawsuit (the Lawsuit) and moved to the United  
17 States District Court for the Western District of Washington (District Court).

18 5. On July 2, 2013, defendant ForeclosureLink filed a motion for judgment on the  
19 pleadings in the Lawsuit.

20 6. On July 29, 2013, defendant SunTrust and other defendants (hereafter jointly  
21 referred to as SunTrust) filed a motion for summary judgment to dismiss the Lawsuit.

22 7. Respondent recommended that Stafford file a Chapter 7 bankruptcy.

23 8. Respondent referred Stafford to lawyer Larry Feinstein (Feinstein) to file the  
24 bankruptcy. Respondent intended to continue to represent Stafford in the Lawsuit after Stafford

1 filed bankruptcy.

2 9. On July 30, 2013, Feinstein filed Stafford's Chapter 7 bankruptcy (Bankruptcy  
3 Case). Respondent did not prepare and was not involved in the preparation of Stafford's  
4 bankruptcy petition or schedules.

5 10. On August 1, 2013, Respondent filed a Notice of Appearance and Request for  
6 Special Notice in the Bankruptcy Case requesting "notice of all matters for which notice is  
7 given to creditors, any creditor's committee, or any other party in interest herein including all  
8 schedules, amended schedules, motions, applications, plan of reorganization, disclosure  
9 statements, orders, and other documents and pleadings, including those in adversary  
10 proceedings."

11 11. Stafford's filing of the Bankruptcy Case temporarily stayed the Lawsuit, including  
12 the two pending motions for summary judgment.

13 **B. Facts Regarding Stafford's Payment of Pre-bankruptcy Debt to Respondent**

14 12. At the time the Bankruptcy Case was filed, Stafford owed Respondent at least  
15 \$9,624.30 in pre-bankruptcy (also known as pre-petition) debt for legal services and associated  
16 finance charges.

17 13. Under 11 U.S.C. § 362(a)(6), the filing of a bankruptcy petition creates an automatic  
18 stay that precludes "any act to collect, assess, or recover a claim against the debtor that arose  
19 before the commencement of the case . . . ."

20 14. Respondent continued to send bills to Stafford that included pre-petition debt after  
21 the Bankruptcy Case was filed. The bills did not make payment a condition of continuing to  
22 provide legal services.

23 15. During the first few months of the Bankruptcy Case, Stafford made payments of  
24

1 \$3,350 in response to Respondent's bills. These payments were at least partially applied to pre-  
2 petition debt.

3 16. Respondent's collection of pre-petition debt during the Bankruptcy Case violated the  
4 automatic stay.

5 17. On November 20, 2013, the bankruptcy court entered an order of discharge in the  
6 Bankruptcy Case.

7 18. The discharge order effectively discharged all of Stafford's pre-petition unsecured  
8 debt, including the pre-petition debt Stafford owed to Respondent.

9 19. The discharge order stated that it prohibits creditors from attempting to collect a debt  
10 that has been discharged (the discharge injunction).

11 20. Respondent received a copy of the discharge order.

12 21. After the order of discharge in the Bankruptcy Case, Respondent continued to send  
13 billing statements to Stafford that included balances owed on pre-petition debt.

14 22. Stafford paid off the pre-petition debt owed to Respondent by approximately April  
15 2015.

16 23. Respondent's collection of pre-petition debt after the order of discharge violated the  
17 discharge order and the discharge injunction.

18 **C. Respondent's Representation of Stafford and the Bankruptcy Estate**

19 24. On September 3, 2013, Michael Klein (Klein), the appointed Chapter 7 Trustee for  
20 the Bankruptcy Case, learned about the Lawsuit during Klein's examination of Stafford at the  
21 meeting of creditors.

22 25. On September 4, 2013, Klein filed a report with the Bankruptcy Court indicating that  
23 Klein was investigating the existence and location of property of Stafford's bankruptcy estate  
24 not subject to exemptions or security interests.

1 26. On September 9, 2013, Feinstein filed amended bankruptcy schedules to include the  
2 Lawsuit as an asset of the estate and listed the value of the Lawsuit at \$52,500.

3 27. During the Bankruptcy Case, Respondent continued to provide legal services to  
4 Stafford in connection with the Lawsuit.

5 28. Klein informed Respondent that Klein was going to hire Respondent as Special  
6 Counsel for the bankruptcy estate to pursue the bankruptcy estate's interest in Stafford's claims  
7 against SunTrust and ForeclosureLink.

8 29. On March 31, 2014, the bankruptcy court entered an order appointing Respondent as  
9 Special Counsel for the bankruptcy estate (Special Counsel Order).

10 30. The Special Counsel Order provides that "all fees are subject to bankruptcy court  
11 approval upon notice and hearing."

12 31. On April 4, 2014, Respondent sent a letter to Klein regarding a potential conflict of  
13 interest created by Respondent's concurrent representation of Stafford and Stafford's  
14 bankruptcy estate.

15 32. Respondent ceased providing legal services to the bankruptcy estate, but did not  
16 withdraw as Special Counsel.

17 33. After the entry of the Special Counsel Order, Respondent received \$15,525 from  
18 Stafford without the knowledge or approval of Klein or the bankruptcy court, which was  
19 contrary to the provision of the Special Counsel Order and bankruptcy procedures.

20 34. Respondent believed, based on comments made by the bankruptcy court judge, that  
21 fees could be sought in the Stafford case based on the doctrine of quantum meruit.

22 **FACTS REGARDING MCINDOE MATTER**

23 **A. Respondent's Appointment as Special Counsel**

1 35. On March 20, 2014, Respondent was hired to represent Ben McIndoe (Ben) and  
2 Ben's then wife Chariti McIndoe (Chariti)<sup>1</sup> in connection with disputes the McIndoes had  
3 against lenders who had liens against real property that was designated as Ben's separate  
4 property.

5 36. On September 1, 2015, Respondent commenced a lawsuit in state court (State Court  
6 Lawsuit) for Ben against a number of entities with liens or other interests in Ben's real property.

7 37. Upon Respondent's recommendation, Ben hired Feinstein to file a Chapter 11  
8 bankruptcy for Ben, but not Chariti.

9 38. Respondent intended to continue representing Ben in the State Court Lawsuit while  
10 Feinstein represented Ben in the bankruptcy.

11 39. On December 21, 2015, Feinstein filed a Chapter 11 bankruptcy for Ben as a debtor  
12 in possession.

13 40. As of the date Ben filed bankruptcy, Ben and Chariti owed Respondent's law firm  
14 between \$2,176 and \$3,126 in pre-bankruptcy (also known as pre-petition) debt.

15 41. On February 2, 2016, Feinstein filed an application to employ Respondent as Special  
16 Counsel to continue representing the debtor in connection with the State Court Lawsuit.

17 42. Feinstein's application to appoint Respondent as Special Counsel stated that  
18 Respondent "will be paid only after notice and hearing and application under Section 330 and  
19 Section 331 of the Bankruptcy Code, pursuant to LR 2016-1."

20 43. Respondent signed a declaration prepared by Feinstein that was filed to support the  
21 application to appoint Respondent as Special Counsel.

22 44. Respondent's declaration stated that Respondent reviewed and is familiar with Local  
23

24 <sup>1</sup> First names are used to avoid confusion. No disrespect is intended.

1 Bankruptcy Rule 2016-1, which sets out the procedures for lawyers (including Special Counsel)  
2 to get paid.

3 45. Respondent's declaration stated that "any fees paid to me by the estate shall be after  
4 notice and hearing pursuant to LR 2016-1."

5 46. On February 2, 2016, the court entered an order authorizing Respondent to be  
6 employed as Special Counsel in Ben's bankruptcy "under the terms of its application" which  
7 states that Respondent "will be paid only after notice and hearing and application under Section  
8 330 and Section 331 of the Bankruptcy Code, pursuant to LR 2016-1."

9 **B. Land Use Lawsuit**

10 47. On May 31, 2016, during Ben's bankruptcy, the City of Seattle (Seattle)  
11 commenced a land use lawsuit (Land Use Lawsuit) against Ben and Chariti regarding their  
12 rental property.

13 48. On June 16, 2016, Respondent filed a notice of appearance in the Land Use Lawsuit  
14 indicating that Respondent represented Ben and Chariti.

15 49. Respondent represented Ben and Chariti in the Land Use Lawsuit without notifying  
16 the Bankruptcy Court and obtaining authority from the Bankruptcy Court.

17 50. On March 21, 2017, Respondent filed a notice of withdrawal in the Land Use  
18 Lawsuit.

19 **C. Payments Received and Charged by Respondent During Ben McIndoe's**  
20 **Bankruptcy**

21 51. During Ben's bankruptcy, Respondent and Respondent's staff routinely called Ben  
22 by telephone requesting payments of outstanding bills.

23 52. Respondent received 22 payments totaling \$44,213.99 during Ben's bankruptcy  
24

1 without obtaining authority from the bankruptcy court and without complying with the  
2 bankruptcy procedures.

3 53. The majority of the funds Respondent received came from checks from a joint  
4 BECU account with Chariti's name on them. Respondent inaccurately assumed that these funds  
5 belonged only to Chariti and were not also Ben's property.

6 54. Respondent received \$2,000 from Ben's debit Mastercard that was associated with  
7 the same joint BECU account.

8 55. Respondent applied payments from Ben to outstanding pre-petition fees and interest  
9 that Respondent assessed on the outstanding pre-petition fees during Ben's bankruptcy.

10 56. Respondent's collection of pre-petition fees and interest assessed on those fees  
11 violated the automatic stay in Ben's bankruptcy.

12 57. Respondent applied other payments from Ben to post-petition fees and accrued  
13 interest without obtaining authority and approval for such payments from the Bankruptcy Court.

14 58. In February 2017, Assistant U.S. Trustee Martin Smith made inquiries to  
15 Respondent about failing to comply with bankruptcy rules and procedures in Ben's bankruptcy,  
16 including Respondent's failure to disclose payments to the bankruptcy court under § 329(a).

17 59. On March 28, 2017, Respondent filed a motion for interim fees with the bankruptcy  
18 court.

19 60. On March 31, 2017, the U.S. Trustee filed a motion for disgorgement of all fees  
20 received by Respondent and a motion to disallow fees.

21 61. On July 27, 2017, the bankruptcy court held an evidentiary hearing on the motion  
22 for interim fees and the U.S. Trustee's motion for disgorgement.

23 62. On the same date, the court entered an oral decision directing Respondent to  
24





1 | disgorge \$39,713.99 of Ben's payments to Ben's bankruptcy estate.

2 |         63. The Bankruptcy Court incorporated its oral decision into an August 2, 2017 order  
3 | requiring Respondent to disgorge \$39,713.99.

4 |         64. On November 8, 2017, Respondent filed a Chapter 7 bankruptcy and Respondent's  
5 | debt to Ben's bankruptcy estate was discharged in Respondent's bankruptcy.

6 | **FACTS REGARDING ODC FILE NO. 22-00999**

7 |         65. Beginning in or around 2013, Respondent represented the 6708 Tolt Highlands  
8 | Personal Residence Trust (the "Trust"), one of the plaintiffs in Arneson v. Nordlund, King  
9 | County Superior Court case no. 12-2-01170-2.

10 |         66. The litigation related to a loan that Gary Nordlund made to the Trust in or around  
11 | 2009.

12 |         67. In the fall of 2017, in a response to a motion by Nordlund, Respondent argued that  
13 | the Trust did not owe Nordlund anything because the promissory note for the loan had been  
14 | rescinded in compliance with the federal Truth In Lending Act (TILA).

15 |         68. In ruling on Nordlund's motion, the court found that "the Trust is liable to Mr.  
16 | Nordlund on [the promissory note] as a matter of law."

17 |         69. Following a jury trial that resulted in the dismissal of the Trust's claims, Respondent  
18 | appealed but did not assign error to the finding that the Trust was liable on the note.

19 |         70. In the appellant's opening brief, Respondent represented to the Court of Appeals that  
20 | the Trust "never disputed the existence of a debt" and that the issue of rescission had not been  
21 | pled.

22 |         71. In 2019, the Court of Appeals issued a decision and remanded the matter back to the  
23 | trial court.

1 72. In March 2020 and January 2021, Respondent filed pleadings in the trial court  
2 consistent with the position that there was a debt owed by the Trust and that there was no claim  
3 of rescission.

4 73. In March 2021, Respondent filed a motion for summary judgment reversing  
5 Respondent's earlier position and claiming that the Trust had no liability because the loan had  
6 been rescinded (the "rescission motion").

7 74. Respondent's rescission motion had no basis in law or fact that was not frivolous.

8 75. Prior to oral argument on the motion, the court offered Respondent the opportunity  
9 to withdraw the motion but Respondent declined.

10 76. On April 19, 2021, the court found Respondent violated Civil Rule (CR) 11 by  
11 signing the rescission motion and sanctioned Respondent \$10,000 to be paid to the King County  
12 Bar Foundation.

13 **FACTS REGARDING ODC FILE NO. 23-00338**

14 77. Respondent represented the plaintiffs in a lawsuit against Chelan County and others:  
15 Beverick v. Chelan County et al., Douglas County Superior Court case no. 19-2-00275-09 (the  
16 "Chelan County case").

17 78. In an order dated January 6, 2021, the court ordered that depositions in the Chelan  
18 County case would be held remotely.

19 79. On March 29, 2021, Respondent and Respondent's client appeared in person at a  
20 deposition of a witness in Wenatchee. Defense counsel objected and the court held a telephonic  
21 hearing on the matter the same day. The deposition was continued.

22 80. In a March 31, 2021 letter, the court ordered Respondent to show cause why  
23 sanctions should not be imposed for appearing in person at the deposition in apparent violation  
24

1 of the court's order.

2 81. On April 19, 2021, Respondent filed a declaration opposing the imposition of  
3 sanctions.

4 82. In an order dated June 4, 2021, the court found that Respondent's April 19, 2021  
5 declaration "mischaracterized the events of Monday, March 29."

6 83. Also in the June 4, 2021 order, the court found Respondent willfully violated the  
7 January 6, 2021 order by appearing in person at the March 29 deposition and found Respondent  
8 in contempt of the January 6, 2021 order.

9 84. The court imposed sanctions of \$20,260 against Respondent.

10 85. In an earlier order, dated June 2, 2021, the court imposed \$1,500 in sanctions against  
11 Respondent for other actions prior to March 29, 2021.

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

### 17 III. STIPULATION TO MISCONDUCT

18 87. By having Penny Stafford and Ben McIndoe pay pre-petition fees and finance  
19 charges in violation of the automatic stays in the bankruptcies and the discharge order in the  
20 Stafford bankruptcy, Respondent violated RPC 8.4(d).

21 88. By representing Stafford after Stafford filed bankruptcy while simultaneously being  
22 a creditor and collecting pre-petition debt from Stafford, Respondent violated RPC 1.7(a).

23 89. By collecting payments from Stafford and the McIndoes without the bankruptcy  
24

1 court's knowledge or authority and in violation of the bankruptcy court's orders and bankruptcy  
2 procedures, Respondent violated RPC 8.4(d).

3 90. By concurrently representing Ben's bankruptcy estate while being a creditor in Ben's  
4 bankruptcy, and while representing Ben and non-debtor Chariti in the Land Use Lawsuit,  
5 Respondent violated RPC 1.7.

6 91. By bringing the rescission motion that had no basis in law or fact that was not  
7 frivolous, Respondent violated RPC 3.1.

8 92. By violating the court's January 6, 2021 order in the Chelan County case,  
9 Respondent violated RPC 8.4(d) and 8.4(j).

10 93. By filing the April 19, 2021 declaration in the Chelan County case mischaracterizing  
11 the events at the March 29 deposition, Respondent violated RPC 8.4(d).

#### 12 IV. PRIOR DISCIPLINE

13 94. In 2001, Respondent received a reprimand for filing a frivolous third-party  
14 complaint, instructing Respondent's client to not answer questions at a deposition, and  
15 obstructing another party's access to evidence.

16 95. In 2002, Respondent received a censure for failing to keep trust account records.

#### 17 V. APPLICATION OF ABA STANDARDS

18 96. The following American Bar Association Standards for Imposing Lawyer Sanctions  
19 (1991 ed. & Feb. 1992 Supp.) apply to this case: ABA Standard 4.3, ABA Standard 6.2, and  
20 ABA Standard 7.0. These ABA Standards are set forth in Appendix A.

21 97. Respondent knowingly demanded and received the payment of pre-petition debt  
22 from Stafford and McIndoe, in violation of the automatic stays in both bankruptcies and the  
23 discharge order in Stafford's bankruptcy, causing harm to Stafford and McIndoe.

1 98. Suspension is the presumptive sanction under ABA Standard 7.2.

2 99. Respondent was negligent in determining whether the representation of Stafford and  
3 Stafford's bankruptcy estate while Respondent collected pre-petition debt from Stafford  
4 presented a conflict of interest, resulting in harm to Stafford.

5 100. Reprimand is the presumptive sanction under ABA Standard 4.33.

6 101. Respondent knowingly received payments from Stafford and the McIndoes in  
7 violation of the court's orders and the bankruptcy rules and procedures, causing harm to  
8 Stafford and the McIndoes.

9 102. Suspension is the presumptive sanction under ABA Standard 6.22.

10 103. Respondent was negligent in determining whether the simultaneous  
11 representation of Ben McIndoe's bankruptcy estate and non-debtor Chariti while being an  
12 unsecured creditor presented a conflict of interest, resulting in harm to the bankruptcy estate and  
13 the McIndoes.

14 104. Reprimand is the presumptive sanction under ABA Standard 4.33.

15 105. Respondent acted knowingly in bringing the rescission motion in Arneson v.  
16 Nordlund, causing potential interference with that proceeding.

17 106. Suspension is the presumptive sanction under ABA Standard 6.22.

18 107. Respondent acted knowingly and willfully in violating the court's January 6,  
19 2021 order, causing interference with the Chelan County case.

20 108. Suspension is the presumptive sanction under ABA Standard 6.22.

21 109. Respondent acted knowingly in filing the April 19, 2021 declaration, causing at  
22 least potential injury to the legal system.

23 110. Suspension is the presumptive sanction under ABA Standard 7.2.  
24



1 111. The Supreme Court has found that, where there are multiple ethical violations,  
2 the “ultimate sanction imposed should at least be consistent with the sanction for the most  
3 serious instance of misconduct among a number of violations.” In re Disciplinary Proceeding  
4 Against Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993) (quoting ABA Standards at 6).  
5 Here, suspension is the presumptive sanction for Respondent’s most serious instances of  
6 misconduct.

7 112. Aggravating Factors. The following aggravating factors identified in ABA  
8 Standard 9.22 apply:

- 9 a) Prior disciplinary offenses [2001 reprimand and 2002 censure];  
10 d) Multiple offenses; and  
11 i) Substantial experience in the practice of law [Respondent has been admitted to  
12 practice since 1982].

13 113. Mitigating Factors. The following mitigating factors in ABA Standard 9.32  
14 apply:

- 15 m) Remorse [Respondent has expressed remorse for Respondent’s actions]; and  
16 l) Remoteness of prior offenses [Respondent’s prior misconduct occurred prior to  
17 2002].

18 114. A significant mitigating factor is the contribution this stipulation makes to the  
19 efficient and effective operation of the lawyer discipline system considering the effect the  
20 COVID-19 public health emergency has had on disciplinary resources and the orderly  
21 processing of disciplinary matters.

22 115. On balance, the aggravating and mitigating factors do not require a departure  
23 from the presumptive sanction of suspension.

## 24 VI. STIPULATED DISCIPLINE

116. The parties stipulate that Respondent shall receive a twenty-one month  
suspension.

1 **VII. CONDITIONS OF REINSTATEMENT**

2 117. During Respondent's suspension, Respondent shall take and complete (1) eight  
3 Continuing Legal Education (CLE) credits on the subject of bankruptcy law and procedures for  
4 bankruptcy lawyers and Special Counsel, including one hour of ethics; and (2) two CLE credits  
5 on the subject of conflicts of interest.

6 118. Respondent shall provide ODC with proof that Respondent has completed all 10  
7 CLE credits prior to being reinstated from suspension. Proof of completion shall include the  
8 program brochure or equivalent, evidence of payment, and a written statement that includes the  
9 date and time of attendance. The completion of the 10 CLE credits shall constitute a condition  
10 to reinstatement from suspension.

11 119. Unless otherwise ordered by a court or unless the obligation is discharged in  
12 bankruptcy, Respondent must pay \$10,000 to the King County Bar Foundation as ordered by  
13 the court in Arneson v. Nordlund.

14 120. Unless otherwise ordered by a court or unless the obligation is discharged in  
15 bankruptcy, Respondent must pay the \$21,760 in sanctions ordered in the Chelan County case.

16 **VIII. RESTITUTION**

17 121. No restitution is required by this stipulation.

18 **IX. COSTS AND EXPENSES**

19 122. Respondent shall pay attorney fees and administrative costs of \$1,500 in  
20 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(1)  
21 if these costs are not paid, or Respondent has not sought to enter into a payment plan, within 30  
22 days of approval of this stipulation. Reinstatement from suspension is conditioned on payment  
23 of costs.

1 **X. VOLUNTARY AGREEMENT**

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

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

10 **XI. LIMITATIONS**

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

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

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



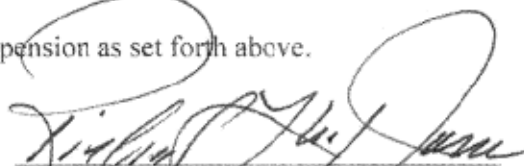
1 subsequent proceedings against Respondent to the same extent as any other approved  
2 Stipulation.

3 128. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely  
4 on the record agreed to by the parties. Under ELC 3.1(b), all documents that form the record  
5 before the Board for its review become public information on approval of the Stipulation by the  
6 Board, unless disclosure is restricted by order or rule of law.

7 129. 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.

10 130. 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 Suspension as set forth above.

16   
17 Richard Llewelyn Jones, Bar No. 12904  
18 Respondent

Dated: 4/24/2023

19   
20 Kurt M. Bulmer, Bar No. 5559  
21 Counsel for Respondent

Dated: 4/24/23

22   
23 Benjamin J. Attanasio, Bar No. 43032  
24 Disciplinary Counsel

Dated: 4/24/23

*M*