

BEFORE THE DISCIPLINARY BOARD OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

Public No. 15#00070

PAUL JAMES BURNS,
Lawyer (WSBA No. 13320)

HEARING OFFICER'S AMENDED
DECISION AND RECOMMENDATIONS

I. HEARING

In accordance with Rule 10.13 of the Rules for Enforcement of Lawyer Conduct (ELC), the undersigned Hearing Officer held a hearing in Spokane, Washington on February 13, 14, and 15, 2017. Brett A. Purtzer represented Respondent Paul James Burns and Marsha Matsumoto of the Office of Disciplinary Counsel (ODC) represented the Association. Witnesses were sworn and testified, exhibits were admitted into evidence, and written and oral arguments were presented by both ODC and the Respondent. A verbatim record of the proceedings was kept by Bill Bridges, a certified court reporter.

Disciplinary Counsel has the burden of establishing acts of misconduct by a clear preponderance of the evidence (ELC 10.14(b)). "Clear preponderance" is an intermediate standard of proof . . . requiring greater certainty than 'simple preponderance' but not to the extent required under 'beyond [a] reasonable doubt'. In re Disciplinary Proceeding Against Allotta, 109 Wash.2d 787, 792, 748 P.2d 628 (1988).

II. FORMAL COMPLAINT AND ANSWER

2.1 The *Formal Complaint* filed by the ODC dated January 6, 2016 alleged the following 21 counts of misconduct against Respondent Paul J. Burns:

1 Count 1: "By using and/or converting funds from VB's settlement for his own benefit and/or the
2 benefit of others, Respondent violated former RPC 1.14(a) and/or former RPC 8.4(b) (by
3 committing the crime of theft, RCW 9A.56.030 et seq.) and/or former RPC 8.4(c) and/or RLD
4 1.1(a) ; and/or current RPC 1.15A(b) and/or current RPC 8.4(b) (by committing the crime of
5 theft, RCW 9A.56.030 et seq.) and/or current RPC 8.4(c) and/or current RPC 8.4(i)."

6 Count 2: "By failing to maintain VB's funds in a trust account, Respondent violated former RPC
7 1.14(a) and/or current RPC 1.15A(c)(1)."

8 Count 3: "By failing to promptly deliver funds that VB and/or third persons were entitled to
9 receive, Respondent violated former RPC 1.14(b)(4) and/or former RPC 1.15(d); and/or current
10 RPC 1.15A(f) and/or current RPC 1.16(d)."

11 Count 4: "By failing to provide VB with a written accounting and/or an accurate written
12 accounting after distributing her funds and/or at least annually, Respondent violated former
13 RPC 1.14(b)(3) and/or former RPC 1.4(a) and/or (b); and/or current RPC 1.15A(e) and/or
14 current RPC 1.4(a) and/or (b)."

15 Count 5: "By making false statements in his declaration to L&I and/or attaching a false and/or
16 altered Client Ledger to his declaration, Respondent violated RPC 8.4(c) and/or RPC 8.4(b) (by
17 committing the crime of false swearing, RCW 9A.72.040) and/or RPC 4.1(a)."

18 Count 6: "By failing to diligently handle VB's L&I lien issue, Respondent violated former and/or
19 current RPC 1.3."

20 Count 7: "By failing to communicate with VB regarding the status of her case, Respondent
21 violated former and/or current RPC 1.4(a) and/or (b)."

22 Count 8: "By using and/or converting JH's settlement funds for his own benefit and/or the
23 benefit of others, Respondent violated RPC 1.15A(b) and/or RPC 8.4(b) (by committing the
24 crime of theft, RCW 9A.56.030 et seq.) and/or RPC 8.4(c) and/or RPC 8.4(i)."
25

1 Count 9: "By failing to maintain JH's funds in a trust account, Respondent violated RPC
2 1.15A(c)(1)."

3 Count 10: "By failing to promptly deliver funds that JH and/or third persons were entitled to
4 receive, Respondent violated RPC 1.15A(f)."

5 Count 11: "By failing to provide JH with an accurate written accounting after distributing his
6 funds and/or at least annually, Respondent violated RPC 1.15A(e) and/or RPC 1.4(a) and/or
7 (b)."

8 Count 12: "By making false and/or misleading statements in his April 18, 2013 letter to JH,
9 Respondent violated RPC 8.4(c) and/or RPC 1.4(a) and/or (b)."

10 Count 13: "By making a false and/or misleading statement in his April 18, 2013 letter to State
11 Farm, Respondent violated RPC 8.4(c) and/or RPC 4.1(a)."

12 Count 14: "By modifying his fee agreement with JH and/or entering into a business transaction
13 with JH, without meeting the requirements of RPC 1.8(a)(1) and/or RPC 1.8(a)(2) and/or RPC
14 1.8(a)(3), Respondent violated RPC 1.8(a)."

15 Count 15: "By charging and/or collecting an unreasonable fee, Respondent violated RPC
16 1.5(a)."

17 Count 16: "By failing to diligently handle JH's UIM claim and/or subrogation lien, Respondent
18 violated RPC 1.3."

19 Count 17: "By failing to communicate with JH regarding the status of his case, Respondent
20 violated RPC 1.4(a) and/or (b)."

21 Count 18: "By using and/or converting BG's settlement funds for his own benefit and/or the
22 benefit of others, Respondent violated RPC 1.15A(b) and/or RPC 8.4(b) (by committing the
23 crime of theft, RCW 9A.56.030 et seq.) and/or RPC 8.4(c) and/or RPC 8.4(i)."

24 Count 19: "By failing to maintain BG's settlement funds in a trust account, Respondent violated
25 RPC 1.15A(c)(1)."

1 Count 20: "By failing to provide BG with a written accounting and/or an accurate written
2 accounting after distributing her funds and/or at least annually, Respondent violated RPC
3 1.15A(e) and/or RPC 1.4(a) and/or (b)."

4 Count 21: "By failing to reconcile his trust account, Respondent violated RPC 1.15A(h)(6)
5 and/or RPC 1.15B(a)(8)."

6 2.2 Respondent filed his *Answer* to the Formal Complaint on February 12, 2016 in which he
7 admitted most of the factual allegations in the Formal Complaint, denied a few other factual
8 allegations, and denied each allegation of misconduct alleged in the 21 Counts quoted above.
9

10 III. FINDINGS OF FACT

11 After considering all the testimony and exhibits admitted into evidence at the hearing, and
12 considering the written and oral arguments of counsel, this Hearing Officer makes the following
13 factual findings:

14 3.1 Respondent Paul J. Burns was admitted to the practice of law in the State of Washington
15 on May 24, 1983.

16 3.2 Respondent maintained an IOLTA trust account, ending in -2418, at Bank of America for
17 the deposit of client funds at all times relevant to this proceeding.

18 A. Findings of Fact Regarding Client VB (Counts 1 - 7)

19 3.3 Respondent represented VB in a personal injury case arising out of a July 28, 1993 motor
20 vehicle collision. Under the terms of the engagement agreed to by VB, Respondent was entitled to
21 a fee in the amount of one-third of any recovery.

22 3.4 At the time of the collision, VB was employed and on-the-job. Consequently, VB received
23 medical and time loss benefits through the Department of Labor and Industries (L&I) related to the
24 7/28/93 accident.

25 3.5 Respondent did not represent VB in connection with her L&I claim. Her attorney for that
matter was Dana Madsen.

1 3.6 By Order & Notice dated July 3, 1995 (Exhibit A-105), L&I claimed a subrogation lien in
2 the amount of \$10,885.57 against any settlement proceeds received by VB. The exhibit indicates
3 that both Respondent and attorney Dana Madsen were sent copies of that document.
4

5 3.7 In May 1995, Respondent settled VB's liability claim for \$60,000. Respondent deposited
6 the \$60,000 settlement funds into his trust account. Respondent disbursed the settlement funds as
7 follows (Exhibit A-117):

- 8 - \$20,000 to Respondent for attorney fees, to which he was entitled
- 9 - \$10,921.48 to VB's medical providers for unpaid bills
- 10 - \$1,302.48 to Respondent for costs advanced, to which he was entitled
- 11 - \$16,990.47 to VB

12 3.8 With VB's permission, Respondent held back \$10,885.57 for L&I's lien. Respondent told
13 VB he would hold the \$10,885.57 in his trust account until the L&I lien dispute was resolved.

14 3.9 By letter to L&I dated September 1, 1995 (Exhibit A-107), Respondent protested the
15 amount of the lien on behalf of VB. The exhibit indicates that VB was sent a copy of the protest
16 letter but Mr. Madsen was not.

17 3.10 By Order & Notice dated September 14, 1995 (Exhibit A-108), L&I denied the protest.
18 The exhibit indicates that copies of that document were sent by L&I to both Respondent and Mr.
19 Madsen.

20 3.11 Respondent did not appeal L&I's denial of the protest on behalf of VB. No evidence was
21 presented that Mr. Madsen appealed the protest denial on behalf of VB.

22 3.12 Until 2013, Respondent had no further communications with VB about disbursing or
23 otherwise handling the \$10,885.57 held back for the L&I lien after he received the 9/14/95 protest
24 denial from L&I. VB testified she assumed Respondent would pay the remaining funds to L&I.

25 3.13 The only action L&I took to enforce its lien was to file a Third Party Warrant with the
Spokane County Superior Court on June 2, 1997 (Exhibit A-111). No evidence was presented as
to whether L&I gave notice of the filing of the Warrant to VB, Mr. Madsen, or Respondent.

1
2 3.14 At least some, but not all, of the funds Respondent withheld from distribution ostensibly
3 for the L&I lien (\$10,885.57) remained in Respondent's IOLTA account from May 1995 until April
4 21, 2013, when Respondent sent a check in that amount to L&I. As of that date, Respondent had
5 never told VB he had not paid the funds to L&I.

6 3.15 In 2001, VB retained Respondent to represent her regarding another auto accident.
7 During the course of that representation, Respondent never told VB there were unclaimed funds
8 remaining from the 1993 accident settlement, or that he had not paid the L&I lien, or that he had
9 withdrawn some of those funds for his personal use and benefit without her knowledge or
10 authorization.

11 3.16 On multiple occasions after May 2005 and before April 21, 2013, Respondent withdrew
12 funds totaling several thousand dollars from his firm's IOLTA account for his personal use and
13 benefit, including funds identified as having been received in May 1995 for the settlement of VB's
14 1993 accident claim. Respondent did not request, and he was not given, VB's permission to leave
15 a portion of her settlement proceeds in his trust account or to withdraw funds for his personal use
16 and benefit. Respondent did not give VB written notice of his intention to make any of the
17 unauthorized disbursements to himself, nor did he ever provide VB with a written accounting
18 showing the unauthorized trust account disbursements.

19 3.17 It is unclear how many times Respondent withdrew money from the IOLTA without
20 authorization or how much of VB's money he took without authorization. This seems to be at least
21 partially attributable to the fact the Respondent appears to have provided ODC with incomplete
22 IOLTA account banking records for the relevant period of time. Respondent produced IOLTA bank
23 statements for most of the months between January 2006 and August 2013. Some, but not all, of
24 the IOLTA account statements produced by Respondent to ODC are contained in Exhibit A-3. The
25 evidentiary record is unclear as to how many, if any, IOLTA statements during this time period
were not produced. The earliest cancelled check Respondent produced relating to VB's account

1 was dated 2/15/06 (Exhibit A-4). He produced an account ledger in the form of a QuickBooks
2 report which covered only the period from 7/31/08 to 9/14/13 (Exhibit A-6).

3 Respondent produced bank statements for his business account for the period from
4 January 1, 2010 through July 31, 2013, with the following exceptions: September 2011 - May 2012
5 (Exhibit A-12). Respondent testified he no longer possessed, and could not obtain, the missing
6 bank records.

7
8 3.18 Based on Exhibits A-3, A-4, and A-5, it appears that Respondent made 4 unauthorized
9 withdrawals from VB's trust account funds in 2004, 4 more in 2005, and 4 more in 2006, all totaling
10 \$22,000.

11 3.19 Respondent has admitted multiple times, including in his hearing testimony, that his
12 unauthorized trust account withdrawals of funds from VB's trust account were wrongful and
13 unjustifiable actions.

14 3.20 Respondent's Client Ledger for VB (Exhibit A-118) is incomplete and, therefore,
15 inaccurate. For example, it shows five payments from VB's funds to Respondent's business
16 account totaling \$8,000 between November 2003 and September 2005, yet Exhibit A-14 at p. 0005
17 shows a \$5,000 payment from the IOLTA account to Respondent's business account on 6/22/01,
18 which is not reflected on the VB Client Ledger (Exhibit A-118). (Exhibit A-14 also shows that
19 Respondent "refunded" the \$5,000 six days later.) Another discrepancy can be found on page
20 0007 of Exhibit A-14, which is a check stub reflecting a \$6,750 "reimbursement" to VB's trust
21 account balance on 1/26/06, which is not reflected on VB's Client Ledger (Exhibit A-118).

22 3.21 In March 2013, Respondent received a letter from Spokane attorney Robert Dunn
23 (Exhibit A-11), who wrote on behalf of his client, Gina Guay, who had been employed by
24 Respondent as a legal assistant from October 2010 through March 21, 2013. The letter stated that
25 Ms. Guay alleged various acts of misconduct toward her by Respondent. One of her allegations
was "unauthorized use of client funds from your trust account". No specific clients were identified.

1 At the time Respondent received Mr. Dunn's letter, he knew he had improperly withdrawn not only
2 VB's client trust funds but also funds of at least two other clients, BG and JH. (The details of those
3 transactions will be discussed below.)

4 3.22 A few weeks after receiving Gina Guay's attorney's letter about Ms. Guay's accusations
5 of misappropriation of client trust funds, Respondent started to take steps to restore the wrongfully
6 taken funds, including funds relating to the settlement of VB's claim. He borrowed \$25,000 from his
7 sister and deposited that money into his business account on April 15, 2013. He then wrote a
8 \$25,000 check to the IOLTA account, which he deposited on the same day (Exhibit A-12, pages
9 0120 - 21).

10 3.23 Three days later, on April 18, 2013, Respondent called L&I and said he had \$10,885.57
11 in his trust account and falsely claimed that he had forgotten to pay off the L&I lien related to VB's
12 claim (Exhibit A-115, p. 4). Respondent asked that interest be waived. Scott Anderson of L&I
13 asked for evidence that Respondent had not been earning interest on the deposited funds. In his
14 follow up letter to L&I dated April 21, 2013 (Exhibit A-115, pp. 32-34), Respondent again requested
15 a waiver of the accumulated interest (over \$6,200).

16 3.24 At about the same time, Respondent called VB and falsely told her he had "just
17 discovered" the withheld \$10,885.57 in his trust account and that he was going to pay it to L&I. VB
18 authorized that disbursal. Respondent did not then give VB written notice of his intention to pay
19 \$10,885.57 to L&I from the trust account.

20 3.25 With his 4/21/13 letter to L&I, Respondent sent the following documents: (a) a trust
21 account check in the amount of \$10,885.57, (b) a business account check in the amount of \$25 to
22 cover a surcharge and filing fee related to the Warrant which L&I had previously filed, (c) a partial
23 copy of the VB Client Ledger (Exhibit A-118), and (d) a declaration signed by Respondent under
24 penalty of perjury. (Exhibit A-115, pp. 32-34).
25

1
2 3.26 The declaration stated that the enclosed Client Ledger was "a true and correct copy of
3 [VB's] account card in my office". That statement was false. As stated in an earlier Finding, Exhibit
4 A-118 in its entirety was incomplete and inaccurate; the edited version Respondent sent to L&I was
5 even more incomplete, more inaccurate, and more misleading. That document did not show the
6 unauthorized disbursements which Respondent had paid himself.

7 3.27 The declaration sent with the 4/21/13 letter further stated: "Therefore, we retained
8 \$10,885.57 in our trust account pending resolution of the lien issue...." This statement was false
9 because it omitted mention of Respondent's unauthorized withdrawals from the VB trust account
10 for his personal use and benefit.

11 3.28 Based on Respondent's representation that he had retained funds for L&I's lien in his
12 trust account, L&I agreed to waive the interest and to accept the payment of \$10,885.57 in full
13 satisfaction of its lien claim. Respondent did not give written notice to VB of his communications
14 with L&I or that he was paying off the lien 18 years after settling the accident claim.

15 3.29 According to the hearing testimony of Scott Anderson of L&I, at the time of its waiver
16 agreement L&I had, by operation of law, lost any right to enforce its lien or otherwise attempt to
17 collect its reimbursement claim against VB or the settlement proceeds in Respondent's trust
18 account. Respondent did not so advise VB before paying the money to L&I, and so she had no
19 opportunity to decide what to do with the funds.

20 3.30 During the 18 years between the settlement of VB's claim and the payment made to L&I,
21 Respondent did not provide either VB or L&I with annual written accountings regarding the funds
22 he retained from VB's settlement.

23 3.31 Gina Guay filed a grievance against Respondent with ODC on or about June 9, 2013.
24 The grievance was not offered as a hearing exhibit, but Respondent's letter responding to it was
25 (Exhibit A-1). That letter recites that Ms. Guay had alleged several acts of misconduct by
Respondent, including misappropriation of VB's trust funds, misappropriation of "miscellaneous

1 clients' trust funds", and misappropriation of another client's (BG) trust funds. (Issues regarding BG
2 will be discussed below.)

3 3.32 With respect to the allegations regarding VB's trust account, Respondent's letter
4 essentially admitted Ms. Guay's allegations of misconduct, though he disputed some of the details
5 apparently provided in her grievance. He wrote: "I borrowed from [VB's] funds on multiple
6 occasions and then restored the account when I had the revenue to do so.... I restored all funds to
7 the [VB] trust account on April 15, 2013".

8 3.33 Mental State:

9 A. Conversion of Client Funds: Respondent's wrongful conversion and use of VB's funds
10 (Count 1) was done *intentionally* within the meaning of the ABA Standards: "the conscious
11 objective or purpose to accomplish a particular result". Although Respondent did not intend to
12 permanently deprive VB and L&I of funds to which they were entitled, he did intend the "particular
13 result" of temporarily depriving them of their funds.

14 B. Failure to Properly Maintain a Trust Account and Prepare Written Accounts:
15 Respondent's failure to properly hold VB's funds in a trust account (Count 2) and his failure to ever
16 provide VB with a proper and accurate written accounting of his use of her funds (Count 4) was
17 done *knowingly* within the meaning of the ABA Standards: "the conscious awareness of the nature
18 or attendant circumstances of the conduct but without the conscious objective or purpose to
19 accomplish a particular result." Although no testimony was presented about Respondent's actual
20 knowledge and awareness of the applicable rules, as an attorney licensed to practice law in
21 Washington he was charged with knowledge of RPC 1.15A(c)(1), RPC 1.15B(a)(8), and RPC
22 1.15A(h)(6). Further, during the period 2009 through 2012, as part of his annual Washington bar
23 license renewal, Respondent signed and submitted to the Association at least four declarations
24 made under penalty of perjury certifying "that all funds and property of WA clients, if any, and all
25

1 WA trust accounts and records, if any, are maintained in compliance with RPC 1.15A and B."
2 (Exhibits A-9A through A-9D.)

3 C. Failure to Promptly Deliver Funds: In failing to promptly deliver to VB and L&I the funds
4 to which they were entitled in violation of current RPC 1.15A(f) and former RPC 1.15(d) (Count 3),
5 Respondent acted *knowingly* within the meaning of the ABA Standards. Respondent was aware of
6 his delays in delivering the funds but he lacked the "conscious objective or purpose to accomplish
7 a particular result" required to find intentional conduct.

8 D. Misrepresentations: Respondent acted *intentionally* within the meaning of the ABA
9 Standards in making false statements and misrepresentations in his 4/21/13 letter and declaration
10 sent to L&I (Count 5). He made those misrepresentations for the conscious purpose of misleading
11 his client and L&I about his handling of the funds.

12 E. Lack of Communication and Diligence: Respondent acted *knowingly* within the meaning
13 of the ABA Standards in failing to handle VB's L&I lien issue for 18 years (Count 6) and in failing to
14 adequately communicate with VB about the status of her case (Count 7). Respondent was aware
15 of his delays in resolving these issues but he lacked the "conscious objective or purpose to
16 accomplish a particular result" required to find intentional conduct.

17 3.34 Injury (Counts 1-7): By using VB's funds for his own personal use and benefit and not
18 promptly delivering those funds to VB and L&I, Respondent deprived VB and L&I of the use of
19 funds to which they were entitled, which caused actual and potential injury to them. Respondent's
20 failure to properly maintain a client trust account caused potential injury to VB because her funds
21 were, at least in part, susceptible to Respondent's creditors. Respondent also caused injury to VB
22 by depriving her of the opportunity to decide whether to send L&I the funds which Respondent had
23 retained for the purpose of satisfying the L&I lien after Respondent learned the lien was no longer
24 enforceable against VB. Respondent's misrepresentations to VB and others about his wrongful
25 conduct and his failure to provide proper and accurate written accounts of his handling of VB's

1 funds caused injury to VB and to the public by impeding ODC and others from learning about, and
2 sooner discovering the extent of, his misuse of client funds. Respondent's dishonest conduct,
3 particularly in providing L&I with an untrue declaration made under penalty of perjury, also caused
4 injury to the legal profession.

5
6 B. Findings of Fact Regarding Client JH (Counts 8 - 17)

7 3.35 On December 10, 2006, JH was injured while a passenger in a motor vehicle driven by
8 MC, when MC's vehicle collided with another motor vehicle, which was driven by MS. Over the
9 next several years, JH obtained medical and related treatment for his injuries and he incurred
10 expenses in connection with the treatment.

11 3.36 The at-fault driver of the other vehicle (MS1) and the vehicle's owner (MS2) each had
12 insurance through PEMCO with combined liability policy limits of \$100,000.

13 3.37 JH had personal injury protection (PIP) coverage under two separate State Farm policies,
14 MC's policy and JH's own policy.

15 3.38 State Farm made payments to, or for the benefit of, JH in the amounts of \$10,000 in PIP
16 benefits under MC's policy and \$32,311 in PIP benefits under JH's own policy, for a total of
17 \$42,311.

18 3.39 On September 3, 2009, before JH retained Respondent as his attorney, State Farm
19 agreed to PEMCO's request that it waive 50% of its PIP subrogation interest, leaving a \$21,155.50
20 subrogation interest in any settlement JH might receive from a third party liability claim (Exhibits
21 A-304 through A-306).

22 3.40 On September 3, 2009, JH hired Respondent to represent him. Respondent and JH
23 entered into a written fee agreement (Exhibit A-308), which provided for a fee of one-third of the
24 "total recovery" if the matter were resolved without an appeal.
25

1 3.41 On or about October 2, 2009, JH paid Respondent \$350 as a deposit for costs (Exhibit
2 A-312). The funds were placed in Respondent's IOLTA trust account (JH Client Ledger, Exhibit
3 A-334).

4 3.42 By letter dated September 18, 2009, Respondent made an offer to PEMCO to settle JH's
5 liability claims against MS1 and MS2 for \$100,000, which was the total of the liability limits under
6 their 2 policies. Respondent argued in the letter that JH's damages exceeded the \$100,000
7 combined policy limits.

8 3.43 On September 29, 2009, in a telephone conversation with Respondent, PEMCO offered
9 to settle JH's liability claim for \$76,121.50. The offer was confirmed by fax to Respondent the next
10 day. (Exhibit A-322, p. 6 of 24).

11 3.44 Respondent wrote a letter to JH dated October 19, 2009 (Exhibit A-315) in which he
12 recommended that JH authorize him to try to settle the liability claim before filing a lawsuit "for as
13 much money as [PEMCO] is willing to pay". Respondent said he would be willing to reduce his
14 contingent fee if they could reach a quick settlement "because I have little time in the case at this
15 point". JH accepted Respondent's recommendation and authorized him to attempt to settle the
16 liability claim with PEMCO.

17 3.45 PEMCO and Respondent continued negotiating a settlement. On November 11, 2009,
18 the PEMCO adjuster, Carrie Ripley, called to offer Respondent \$80,000 to settle the claim.
19 Respondent discussed it with JH, who approved the settlement. Respondent called the adjuster
20 back the next day and accepted the offer. (Exhibit A-322, pp. 4 - 5 of 54.)

21 3.46 ODC contends JH accepted the \$80,000 settlement with the understanding Respondent
22 would assist him in pursuing a UIM claim. This contention was not proven by a clear
23 preponderance of the evidence.

24 3.47 Respondent proposed to reduce his one-third contingent fee from \$26,667 to \$7,500
25 because he had not spent much time on the case (see Exhibit A-336 A&B). Their discussions

1 about the revised fee did not explicitly address any attorney fees to which Respondent might be
2 entitled under the *Mahler* case for assisting in the collection of State Farm's PIP subrogation claim.
3 JH accepted the reduced fee proposal. This agreement was not reflected in a new or revised fee
4 agreement.

5 3.48 Before paying the settlement, PEMCO discovered the Internal Revenue Service had
6 asserted a substantial tax levy against Respondent, apparently for unpaid payroll taxes and
7 statutory additions. PEMCO advised Respondent of the levy, sent Respondent's \$7,500 fee
8 directly to the United States Treasury (Exhibit A-316), and delivered the remaining \$72,500 to
9 Respondent (Exhibit A-319), which was deposited in Respondent's trust account on December 2,
10 2009 (Exhibit A-334).

11 3.49 Respondent never informed JH of the IRS levy or that PEMCO paid his \$7,500 fee
12 directly to the U.S. Treasury.

13 3.50 The \$72,500 settlement payment from PEMCO was deposited in Respondent's IOLTA
14 trust account on December 2, 2009. On the same date, Respondent withdrew \$7,500 of JH's
15 settlement funds from the trust account as an attorney fee. (Exhibit A-4, check nos. 6153 & 6154;
16 Exhibit A-334.) Respondent's withdrawal was not authorized by JH. Respondent never advised JH
17 of his intention to make the unauthorized withdrawal and he never informed JH of the unauthorized
18 withdrawal.

19 3.51 On or about December 8, 2009, Respondent provided JH with a Settlement Statement
20 (Exhibit A-320), which represented that the \$80,000 settlement and JH's \$350 deposit for costs
21 were being allocated as follows:

- 22 – \$7,500 to Respondent for attorney fees
- 23 – \$21,000 to State Farm for its PIP subrogation interest (the correct amount should
24 have been \$21,155.50)
- 25 – \$361.59 to Respondent for costs advanced
- \$51,488.41 to JH

1 3.52 The Settlement Statement was false and misleading in that Respondent received
2 \$15,000 in attorney fees from JH's settlement, both directly and by PEMCO's payment on the tax
3 levy, and because Respondent was not entitled to the \$7,500 payment to himself which was
4 reflected on the Settlement Statement.

5 3.53 After the disbursements from the settlement funds identified in JH's Settlement Statement, the
6 JH trust account Client Ledger (Exhibit A-334) should have reflected that \$21,155.50 was being
7 retained for State Farm's PIP subrogation claim. Instead, the Client Ledger showed a trust account
8 balance of \$13,549.33, a shortage of \$7,606.17. Most of this shortage is explained by the
9 unauthorized extra \$7,500 fee Respondent paid himself. Another \$155.50 of the shortage is
10 explained by the fact Respondent withheld \$155.50 less for the State Farm PIP claim than he
11 should have. The remaining \$49.33 of the shortage was not explained.

12 3.54 Respondent did not give JH written or other notice of the trust account shortage.

13 3.55 On several occasions after the distribution of the settlement proceeds in December 2009,
14 Respondent wrongfully withdrew funds from his client trust account which were identified as
15 proceeds of JH's settlement. Details of these transactions will be discussed below.

16 3.56 In the months following the December 2009 settlement with PEMCO, Respondent
17 engaged in a few communications with State Farm regarding its PIP lien and JH's potential UIM
18 claim. On June 14, 2010, a State Farm adjuster told Respondent in a phone call that the State
19 Farm was unwilling to further reduce its PIP subrogation claim and it believed the PIP benefits
20 already paid together with the PEMCO liability limits were sufficient to fully compensate JH for his
21 injuries, and therefore State Farm would not offer UIM benefits (Exhibit A-326, p. 0004). State
22 Farm's position was confirmed by letter to Respondent dated July 8, 2010 (Exhibit A-325).

23 3.57 In his conversations with the State Farm adjuster about the potential UIM claim,
24 Respondent threatened to file a lawsuit if State Farm remained unwilling to offer UIM benefits. No
25 such lawsuit was ever filed.

1 3.58 State Farm closed one of its two PIP / UIM claim files (claim number 47-4713-434) on or
2 about November 10, 2010. Its file notes read: "Claim closed. Subrogation not pursued" (Exhibit
3 A-327, p. 0003).

4 3.59 State Farm closed the other of its two PIP / UIM claim files (claim number 47-4713-285)
5 on or about December 13, 2010. Its file notes read: "Claim closed. Subrogation not pursued"
6 (Exhibit A-326, p. 0003).

7 3.60 Respondent has admitted multiple times, including in his hearing testimony, that his
8 unauthorized trust account withdrawals of funds from JH's trust account, including the \$7,500
9 attorney fee he took on 12/2/09, were wrongful and unjustifiable actions.

10 3.61 As stated in earlier Findings (see ¶¶ 3.21 - 3.22), after receiving a letter from Gina Guay's
11 attorney in late March 2013 containing accusations of misappropriation of client trust funds,
12 Respondent borrowed \$25,000 for the purpose of restoring wrongfully taken client funds. That
13 borrowed money was deposited into the trust account on April 15, 2013.

14 3.62 Exhibit A-331 is a letter dated April 18, 2013, which Respondent purportedly sent to State
15 Farm. The letter recited that Respondent was confirming the substance of telephone conversations
16 with 2 State Farm adjusters on 4/15/13. According to the letter, State Farm agreed during the
17 conversations to waive all remaining PIP subrogation claims. The letter further stated that State
18 Farm had authorized Respondent to disburse to JH "the PIP subrogation money that has remained
19 in my trust account". No testimony was presented at the hearing about the 4/15/13 conversations
20 with the 2 State Farm adjusters and there is no reference to them, or to the 4/18/13 letter, in the
21 State Farm file notes placed in evidence (Exhibits A-326 and A-327).

22 3.63 Respondent's 4/18/13 letter to State Farm was false and misleading in that all of the
23 subrogation money (\$21,155.50) did not remain in Respondent's trust account and because
24 Respondent did not then intend to disburse 100% of those funds to JH, as he intended to take an
25 additional attorney fee.

1 3.64 No evidence was presented of any communications between Respondent and JH
2 between December 8, 2009 and April 17, 2013 (the date the Settlement Statement was signed by
3 JH). On that day, which was two days after depositing the \$25,000 borrowed from his sister,
4 Respondent called JH. Details of the conversation were summarized in Respondent's letter to JH
5 dated April 18, 2013 (Exhibit A-329). Respondent advised JH he did not believe a UIM claim would
6 be worth pursuing and that Respondent would not agree to represent him in making a UIM claim.
7

8 The letter further said, in part:

9 When we settled the liability claim with PEMCO Insurance Company in December
10 2009, we retained funds in our trust account to protect State Farm's subrogation lien
11 arising out of its PIP payments. . . . At the time of the settlement State Farm agreed
12 to reduce its gross subrogation lien by 50% to \$21,000. By operation of law, State
13 Farm was required to reduce that \$21,000.00 lien by an additional one-third.
14 Therefore, we retained \$13,500 in our trust account to protect the State Farm lien.

15 I spoke with . . . State Farm Insurance Company this week. They have long since
16 closed their file. Based on our discussions, they agreed to waive any subrogation
17 lien they had against your liability settlement with PEMCO. They authorized me to
18 release the PIP subrogation funds to you.

19 We have held \$13,500.00 in our trust account since the time of your settlement. That
20 money otherwise would have gone to State Farm. We have now obtained those
21 funds for you. In light of this, and the fact that we reduced our one-third attorney fee
22 against your original \$80,000.00 liability settlement to \$7,500.00, I proposed today
23 that I retain a 1/3 fee out of the \$13,500.00 we have kept in our trust account, and
24 now disburse to you. It is my understanding that you have agreed to that proposal.
25

3.65 The April 18, 2013 letter to JH was accompanied by a check in the amount of \$9,000,
which was represented to be the amount of funds held back for the PIP lien minus a \$4,500
additional attorney fee.

3.66 During the years between the settlement of JH's claim with PEMCO (November 2009)
and April 18, 2013, when Respondent wrote a letter and sent a payment to JH, Respondent did not
provide either JH or State Farm with annual written accountings regarding the funds retained in
JH's trust account.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

3.67 Respondent's April 18, 2013 letter to JH was false and misleading in that he was required to maintain \$21,155.50, not \$13,500, in his trust account pending the resolution of State Farm's subrogation interest. The letter was further false and misleading in that Respondent had not continuously held funds for State Farm's PIP subrogation interest in his trust account since the time of JH's settlement. The letter was further false and misleading because Respondent did not inform JH that Respondent had already been paid a fee of \$15,000, not \$7,500 as had been their agreement. At that time, Respondent did not restore, or even offer to restore, the funds which Respondent had wrongfully taken from JH's settlement proceeds.

3.68 At the same time as the disbursal to JH, Respondent disbursed \$4,500 from his trust account to himself for additional attorney fees, calculated as one-third of the \$13,500 he was disbursing to JH. Respondent did not then inform JH he had used some of the subrogation hold-back funds for his own use and benefit, he did not give JH a writing saying he might benefit from seeking independent counsel, and he did not obtain JH's informed signed consent to the essential terms of the additional fee transaction. The terms of the additional fee transaction were not fair and reasonable to JH because, among other reasons, Respondent had not informed JH how little time he had spent on the PIP / UIM matter and that Respondent had wrongfully used some of the held back funds for his personal use and benefit.

3.69 On or about October 16, 2013, Respondent refunded to JH the \$7,500 attorney fee that Respondent had wrongfully disbursed to himself in December 2009 without entitlement. Respondent did not explain in his hearing testimony why he did not refund that money to JH in April 2013, when he borrowed \$25,000 from his sister for the stated purpose of restoring client trust funds he had wrongfully taken for his personal use and benefit.

3.70 On September 22, 2014, following his deposition taken by ODC, Respondent refunded to JH the \$4,500 additional attorney fee that Respondent had taken in April 2013. His letter explaining

1 the refund said ODC had "suggested that the \$4,500.00 we charged you in fees following
2 resolution of your UIM/PIP claim with State Farm was inappropriate" (Exhibit A-333).

3
4 3.71 On several occasions after the distribution of the settlement proceeds in December 2009,
5 Respondent wrongfully withdrew funds from his client trust account which were identified as
6 proceeds of JH's settlement. His JH Client Ledger (Exhibit A-334) shows withdrawals were made
7 as follows: \$4,000 on 1/20/10 and \$2,500 on 11/1/11. The Client Ledger also indicates that \$4,000
8 was "replenished" on 4/18/11 and \$2,500 was "put back" on 11/4/11. Based on Exhibits A-3, A-4,
9 and A-12, it appears Respondent made another unauthorized withdrawal from JH's trust account
10 funds on 6/15/12 in the amount of \$3,500. It appears the total of Respondent's unauthorized
11 withdrawals from JH's trust funds was \$22,000 (which sum includes the \$7,500 fee payment
12 wrongfully taken on 12/2/09 and the \$4,500 fee payment taken in April 2013, which was returned to
13 JH on 9/22/14).

14 3.72 In her grievance against Respondent filed with ODC on or about June 9, 2013, Gina
15 Guay alleged several acts of misconduct by Respondent, including misappropriation of several
16 clients' trust funds. JH was not identified by name in the grievance as one of those clients and it
17 appears ODC was not previously aware of Respondent's improper use of JH's funds. In his July
18 10, 2013 letter responding to the grievance (Exhibit A-1), Respondent told ODC of his
19 unauthorized use of the proceeds of JH's settlement with PEMCO. He did not disclose that he had
20 received \$15,000 in attorneys' fees, rather than the agreed fee of \$7,500, by reason of the \$7,500
21 payment PEMCO made to the IRS because of the tax levy.

22 3.73 Mental State:

23 A. Conversion of Client Funds: Respondent's wrongful conversion and use of JH's funds
24 (Count 8) was done *intentionally* within the meaning of the ABA Standards: "the conscious
25 objective or purpose to accomplish a particular result". Although Respondent did not intend to

1 permanently deprive JH and State Farm of funds to which they were entitled, he did intend the
2 "particular result" of temporarily depriving them of their funds.

3
4 B. Failure to Properly Maintain a Trust Account and Prepare Written Accounts:

5 Respondent's failure to properly hold JH's funds in a trust account (Count 9) and his failure to
6 provide JH with a proper and accurate written accounting of his use of the funds (Count 11) was
7 done *knowingly* within the meaning of the ABA Standards: "the conscious awareness of the nature
8 or attendant circumstances of the conduct but without the conscious objective or purpose to
9 accomplish a particular result." Although no testimony was presented about Respondent's actual
10 knowledge and awareness of the applicable rules, as an attorney licensed to practice law in
11 Washington he was charged with knowledge of RPC 1.15A(c)(1), RPC 1.15B(a)(8), and RPC
12 1.15A(h)(6). Further, during the period 2009 through 2012, as part of his annual Washington bar
13 license renewal, Respondent signed and submitted to the Association at least four declarations
14 made under penalty of perjury certifying "that all funds and property of WA clients, if any, and all
15 WA trust accounts and records, if any, are maintained in compliance with RPC 1.15A and B."
16 (Exhibits A-9A through A-9D.)

17 C. Failure to Promptly Deliver Funds: In failing to promptly deliver to JH and State Farm the
18 funds to which they were entitled in violation of current RPC 1.15A(f) (Count 10), Respondent
19 acted *knowingly* within the meaning of the ABA Standards. Respondent was aware of his delays
20 in delivering the funds but he lacked the "conscious objective or purpose to accomplish a
21 particular result" required to find intentional conduct.

22 D. Misrepresentations: Respondent acted *intentionally* within the meaning of the ABA
23 Standards in making false statements and misrepresentations to JH (Count 12) and to State Farm
24 (Count 13). He made those misrepresentations for the conscious purpose of misleading his
25 client and State Farm about his handling of the funds.

1 E. Lack of Communication and Diligence: Respondent acted *knowingly* within the meaning
2 of the ABA Standards in failing to handle JH's potential UIM claim (Count 16) and in failing to
3 adequately communicate with JH about the status of his case (Count 17). Respondent was aware
4 of his delays in addressing these issues but he lacked the "conscious objective or purpose to
5 accomplish a particular result" required to find intentional conduct.

6 3.74 Injury (Counts 8-13 and 16-17): By using JH's funds for his own personal use and benefit
7 and not promptly delivering the funds to JH and State Farm, Respondent deprived JH and State
8 Farm of the use of funds to which they were entitled, which caused actual and potential injury to
9 them. Respondent's failure to properly maintain a client trust account caused potential injury to JH
10 because his funds were, at least in part, susceptible to Respondent's creditors. Respondent's
11 misrepresentations to JH and others about his wrongful conduct and his failure to provide proper
12 and accurate written accounts of his handling of JH's funds caused injury to JH and to the public by
13 impeding ODC and others from learning about, and sooner discovering the extent of, his misuse
14 of client funds. Respondent's dishonest conduct also caused injury to the legal profession.

15 3.75 No Mental State or Injury Findings are made relating to Counts 14 and 15 because ODC
16 failed to prove those alleged violations by a clear preponderance of the evidence.

17 C. Findings of Fact Regarding Client BG (Counts 18 - 20)

18 3.76 Prior to May 12, 2010, BG was represented by attorney Laurel Siddoway in a wrongful
19 termination case against the Washington State Department of Corrections (DOC).

20 3.77 In 2008, Ms. Siddoway had obtained a settlement for BG in a separate matter brought
21 under the Public Records Act (PRA). A portion of those settlement funds (\$11,409.50) remained in
22 Ms. Siddoway's firm trust account while she represented BG in the DOC claim.

23 3.78 On or about May 12, 2010, Ms. Siddoway withdrew as BG's counsel in the case against
24 DOC and BG engaged Respondent as substitute counsel, in association with attorney Susan
25

1 Troppmann. BG signed a contract with Respondent agreeing to pay a contingent fee of 40% of the
2 "total recovery" if the matter were resolved without an appeal (Exhibit A-200).

3 3.79 On or about July 21, 2010, Ms. Siddoway's firm transferred \$11,409.50 to Respondent,
4 which he deposited into his trust account (Exhibit A-202).

5 3.80 Within days of depositing the \$11,409.50 in his trust account, Respondent wrongfully
6 transferred \$9,000 to his business account, without entitlement to the funds. Respondent has
7 admitted this transfer was unauthorized and unjustified.

8 3.81 On July 28, 2010, Respondent wrote himself a check drawn on his business account in
9 the amount of \$8,800, which he used to purchase a car for his personal use and benefit (Exhibit
10 A-13, p. 32, check #12754). Respondent has admitted this use of BG's trust account funds was
11 unauthorized and unjustified.

12 3.82 Respondent used the funds with the intent to deprive BG or another person of the
13 property, at least on a temporary basis.

14 3.83 Respondent did not give BG prior notice of his intent to disburse funds from BG's trust
15 account, nor did he give BG a written accounting after distributing the funds from his trust account.

16 3.84 Following mediation at which BG was represented by Respondent and Ms. Troppmann,
17 BG agreed to settle the claim against DOC for \$300,000. A Release and Settlement Agreement
18 was signed on February 28, 2011 (Exhibit A-207).

19 3.85 On or about March 4, 2011, Respondent received the \$300,000 settlement check (Exhibit
20 A-208), which he deposited in his trust account (BG Client Ledger, Exhibit A-216).

21 3.86 The BG Client Ledger is incomplete, inaccurate, and misleading because it does not
22 accurately reflect his wrongful disbursement of \$9,000 to Respondent on or about July 28, 2010.

23 3.87 Respondent used a portion of BG's \$300,000 settlement proceeds to replace the \$9,000
24 he had wrongfully converted for his personal use and benefit.
25

1 3.88 Respondent prepared a Settlement Statement, which BG signed on March 8, 2011
2 (Exhibit A-209). The Settlement Statement is incomplete, inaccurate, and misleading because it
3 does not accurately reflect his wrongful disbursement of \$9,000 to himself on or about July 28, 2010.

4 3.89 Mental State:

5 A. Conversion of Client Funds: Respondent's wrongful conversion and use of BG's funds
6 (Count 18) and his misrepresentations to her on the settlement statement were done *intentionally*
7 within the meaning of the ABA Standards: "the conscious objective or purpose to accomplish a
8 particular result". Although Respondent did not intend to permanently deprive BG of funds to which
9 she was entitled, he did intend the "particular result" of temporarily depriving her of her funds.
10 Providing BG with an incomplete and inaccurate settlement statement was done with the
11 conscious intent to cover up Respondent's prior \$9,000 conversion of his client's funds.

12 B. Failure to Properly Maintain a Trust Account: Respondent's failure to properly hold
13 BG's funds in a trust account (Count 19) was done *knowingly* within the meaning of the ABA
14 Standards: "the conscious awareness of the nature or attendant circumstances of the conduct
15 but without the conscious objective or purpose to accomplish a particular result".

16 C. Failure to Properly Maintain a Trust Account and Prepare Written Accounts:
17 Respondent's failure to properly hold JH's funds in a trust account (Count 9) and his failure to
18 provide JH with a proper and accurate written accounting of his use of the funds (Count 11) was
19 done *knowingly* within the meaning of the ABA Standards: "the conscious awareness of the nature
20 or attendant circumstances of the conduct but without the conscious objective or purpose to
21 accomplish a particular result." Although no testimony was presented about Respondent's actual
22 knowledge and awareness of the applicable rules, as an attorney licensed to practice law in
23 Washington he was charged with knowledge of RPC 1.15A(c)(1), RPC 1.15B(a)(8), and RPC
24 1.15A(h)(6). Further, during the period 2009 through 2012, as part of his annual Washington bar
25 license renewal, Respondent signed and submitted to the Association at least four declarations

1 made under penalty of perjury certifying "that all funds and property of WA clients, if any, and all
2 WA trust accounts and records, if any, are maintained in compliance with RPC 1.15A and B."
3 (Exhibits A-9A through A-9D.)

4 D. Failure to Prepare an Accurate Written Account: Respondent's failure to provide BG
5 with a proper and accurate written accounting of his use of her funds (Count 20) was done
6 *intentionally* within the meaning of the ABA Standards. He prepared the false settlement statement
7 for the conscious purpose of covering up his misuse of his client's funds.

8 3.90 Injury (Counts 18-20): By using BG's funds for his own personal benefit, Respondent
9 deprived his client of the use of her funds, which caused actual and potential injury to her.
10 Respondent's failure to properly maintain a client trust account caused potential injury to BG
11 because her funds were, at least in part, susceptible to Respondent's creditors. Respondent's
12 misrepresentations to BG about his wrongful conduct and his failure to provide a proper and
13 accurate written account of his handling of her funds caused injury to BG and to the public by
14 impeding ODC and others from learning about, and sooner discovering the extent of, his
15 misuse of client funds.

16 D. Findings of Fact Relating to Count 21 - Trust Account Reconciliations

17 3.91 During the period September 2006 through July 2013, Respondent did not reconcile his
18 trust account check register to a combined total of Client Ledgers, on either a monthly or quarterly
19 basis. In his *Answer to Formal Complaint* dated February 11, 2016 (at ¶ 118), Respondent
20 admitted his failure to reconcile his trust account check register.

21 3.92 Mental State: In his failure to properly manage his trust account, Respondent acted
22 *knowingly* within the meaning of the ABA Standards: "the conscious awareness of the nature or
23 attendant circumstances of the conduct but without the conscious objective or purpose to
24 accomplish a particular result". Although no testimony was presented about Respondent's actual
25 knowledge and awareness of the applicable rules, as an attorney licensed to practice law in

1 Washington he was charged with knowledge of RPC 1.15A(c)(1), RPC 1.15B(a)(8), and RPC
2 1.15A(h)(6). Further, during the period 2009 through 2012, as part of his annual Washington bar
3 license renewal, Respondent signed and submitted to the Association at least four declarations
4 made under penalty of perjury certifying "that all funds and property of WA clients, if any, and all
5 WA trust accounts and records, if any, are maintained in compliance with RPC 1.15A and B."
6 (Exhibits A-9A through A-9D.)

7
8 3.93 Injury: Respondent's failure to manage his trust account, including the failure to perform
9 reconciliations, caused actual or potential injury to the public and to the legal profession because
10 his conduct did, or could have, prevented and/or delayed ODC from being able to discover the full
11 extent of his misuse of client funds. As the testimony of witness the Association's Audit Manager,
12 Rita Swanson, demonstrated (as summarized in Exhibit A-10), Respondent's failure to periodically
13 reconcile his trust account checking records made it impossible to accurately determine the
14 shortages in the trust balances of VB, JH, and BG at any point in time.

15 E. Findings of Fact Relating to All 21 Counts

16 3.94 Respondent did not intend to permanently deprive his clients of their funds. Rather, he
17 intended to restore the funds when he had the financial resources to do so.

18 3.95 With one exception, the funds Respondent wrongfully took from his clients' trust accounts
19 were used to fund payroll for office employees at times when his business account did not contain
20 enough money to pay those expenses. The lone exception was the \$9,000 unauthorized disbursement
21 from BG's trust account in July 2010 to buy a car to replace one recently damaged in an accident.

22 3.96 Respondent has never paid, nor offered to pay, interest to his clients on the funds he
23 took from his trust account without client authorization. He has also never paid, nor offered to pay,
24 to the Association any interest it would have received from Respondent's IOLTA account had the
25 client funds not been wrongfully removed.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IV. CONCLUSIONS OF LAW

Based on these Findings of Fact, the Hearing Officer now makes the following Conclusions of Law. In each instance where misconduct is found, ODC proved the misconduct by a clear preponderance of the evidence.

A. Client VB

4.1 Count 1:

A. By using and converting funds from VB's settlement for his own use and personal benefit, Respondent violated former RPC 1.14(a) and former RPC 8.4(b) (conduct before 9/1/06) by committing the crime of theft (RCW 9A.56.030 et seq.)

B. Respondent's conduct also violated former RPC 8.4(c) and former RLD 1.1(a) (conduct before 9/1/06) and current RPC 1.15A(b) and current RPC 8.4(b) by committing the crime of theft (RCW 9A.56.030 et seq.)

C. The fact that Respondent eventually restored the funds to his trust account and delivered the funds to clients and third parties does not alter the conclusion that he committed acts amounting to theft. In re the Disciplinary Proceeding Against Schwimmer, 153 Wn.2d 752, 108 P.3d 761 (2005).

D. Respondent's conduct also violated current RPC 8.4(c) (conduct involving dishonesty, fraud, deceit, or misrepresentation) and current RPC 8.4(i) (conduct involving acts of moral turpitude).

4.2 Count 2:

A. By failing to maintain VB's funds in trust, Respondent violated RPC 1.15A(c)(1) (proper deposit and retention of trust account funds).

B. By failing to maintain VB's funds in trust prior to 9/1/06, Respondent violated former RPC 1.14(a) (all client funds paid to a lawyer must be deposited in an interest-bearing trust account and no funds belonging to the lawyer may be deposited in that account).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

4.3 Count 3:

A. By failing to promptly deliver funds that VB or L&I were entitled to receive, Respondent violated current RPC 1.15A(f) (lawyer must promptly pay or deliver to the client or third person the property which the client or third person is entitled to receive) and former RPC 1.15(d) (conduct before 9/1/06) (lawyer shall take steps to the extent reasonably practicable to protect a client's interests and surrender papers and property to which the client is entitled).

B. ODC did not prove by a clear preponderance of the evidence that Respondent violated current RPC 1.16(d) (duty to protect client's interests after termination of representation), in that it failed to prove VB's representation by Respondent was terminated.

C. ODC did not prove by a clear preponderance of the evidence that Respondent violated former RPC 1.14(b)(4), in that there was no evidence that VB made a request for return of funds.

4.4 Count 4:

A. By failing to provide VB with an accurate written accounting, both after distributing her funds and at least annually, Respondent violated current RPC 1.15A(e) (duty to promptly prepare written accountings of funds after distribution and annually) and current RPC 1.4(a)&(b) (duty to keep client informed about important events and decisions and to give adequate explanations so client can make informed decisions). Such conduct also violated former RPC 1.14(b)(3) and former RPC 1.4(a)&(b) (conduct before 9/1/06).

4.5 Count 5:

A. By making intentionally false statements in his declaration to L&I dated on or about 4/21/13 and by attaching an altered and untrue client ledger to his declaration, Respondent committed the crime of false swearing (RCW 9A.72.040). In so doing, he violated RPC 8.4(b) (committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or

1 fitness as a lawyer) and RPC 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or
2 misrepresentation).

3 B. Respondent's conduct also violated RPC 4.1(a) (a lawyer shall not knowingly make a
4 false statement of material fact or law to a third person).

5 4.6 Count 6:

6 A. By delaying for nearly 18 years to make any attempt to resolve on VB's behalf the
7 issues related to the L&I lien, and first trying to resolve the issue only after Respondent's former
8 employee's lawyer sent him a letter alleging trust account improprieties, Respondent violated RPC
9 1.3 (a lawyer shall act with reasonable diligence and promptness in representing a client).

10 4.7 Count 7: By failing to keep VB reasonably informed about the status of her case,
11 particularly regarding the L&I lien, and by failing to adequately explain matters to the extent
12 reasonably necessary for her to make informed decisions regarding the representation,
13 Respondent violated former and current RPC 1.4(a) and current RPC 1.4(b).

14 B. Client JH

15 4.8 Count 8:

16 A. By using and converting funds from JH's settlement for his own use and personal
17 benefit, Respondent violated current RPC 1.15A(b) and current RPC 8.4(b) by committing the
18 crime of theft (RCW 9A.56.030 et seq.)

19 B. The fact that Respondent eventually restored the funds to his trust account and
20 delivered the funds to clients and third parties does not alter the conclusion that he committed acts
21 amounting to theft. In re the Disciplinary Proceeding Against Schwimmer, 153 Wn.2d 752, 108
22 P.3d 761 (2005).

23 C. Respondent's conduct also violated current RPC 8.4(c) (conduct involving
24 dishonesty, fraud, deceit, or misrepresentation) and current RPC 8.4(i) (conduct involving acts of
25 moral turpitude).

1 4.9 Count 9:

2 A. By failing to maintain JH's funds in trust, Respondent violated RPC 1.15A(c)(1)
3 (proper deposit and retention of trust account funds).

4 4.10 Count 10:

5 A. By failing to promptly deliver funds that JH or State Farm were entitled to receive,
6 Respondent violated current RPC 1.15A(f) (lawyer must promptly pay or deliver to the client or
7 third person the property which the client or third person is entitled to receive).

8 4.11 Count 11:

9 A. By failing to provide JH with an accurate written accounting, both after distributing
10 his funds and at least annually, Respondent violated current RPC 1.15A(e) (duty to promptly
11 prepare written accountings of funds after distribution and annually) and current RPC 1.4(a)&(b)
12 (duty to keep client informed about important events and decisions and to give adequate
13 explanations so client can make informed decisions).

14 4.12 Count 12: By making intentionally false and misleading statements in his 4/18/13 letter to
15 JH, Respondent violated RPC 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or
16 misrepresentation). The Hearing Officer does not agree with ODC's argument that this conduct
17 also violated RPC 1.4(a)&(b).

18 4.13 Count 13: By making intentionally false and misleading statements in his 4/18/13 letter to
19 State Farm, Respondent violated RPC 8.4(c) (engaging in conduct involving dishonesty, fraud,
20 deceit or misrepresentation) and RPC 4.1(a) (a lawyer shall not knowingly make a false statement
21 of material fact or law to a third person).

22 4.14 Count 14:

23 A. ODC did not prove Count 14 by a clear preponderance of the evidence. Specifically,
24 it failed to prove a violation of RPC 1.8(a) occurred when Respondent reduced his fee after settling
25

1 the PEMCO claim, as the fee reduction not adverse to, but rather was beneficial to JH, it was fair
2 and reasonable to JH, and it was transmitted to JH in writing.

3 B. ODC further failed to prove by a clear preponderance of the evidence that
4 Respondent's fee agreement with JH was modified in April 2013 when Respondent concluded his
5 communications with State Farm regarding the PIP subrogation matter. Respondent reasonably
6 thought his original fee agreement covered the \$4,500 fee he proposed to charge JH for the PIP
7 recovery. The fact Respondent returned the fee later does not alter this conclusion.

8 C. As indicated elsewhere in this Decision, Respondent committed numerous acts of
9 serious misconduct in connection with his representation of JH, including dishonesty. Violations of
10 RPC 1.8(a)(1)-(3) were not among them.

11 4.15 Count 15:

12 A. ODC did not prove Count 15 by a clear preponderance of the evidence. Specifically,
13 no evidence was presented that the fee JH agreed to pay for Respondent's services was
14 unreasonable in violation of RPC 1.5(a). Respondent did not consider the trust account funds he
15 wrongfully took for his own personal use and benefit to be part of his fee, and certainly JH did not
16 think of the money as part of a fee. He did not even know about the unauthorized conversion of
17 those funds by Respondent. In Respondent's mind, the wrongfully converted money was more in
18 the nature of a loan.

19 B. As indicated elsewhere in this Decision, Respondent committed numerous acts of
20 serious misconduct in connection with his representation of JH, including dishonesty. Violation of
21 RPC 1.5(a) was not among them.

22 4.16 Count 16:

23 A. By delaying for 40 months to make any attempt to resolve JH's potential UIM claim,
24 and in failing to give advice to JH about the merits of pursuing a UIM claim, and first trying to
25 address the potential claim only after Respondent's former employee's lawyer sent him a letter

1 alleging trust account improprieties, Respondent violated RPC 1.3 (a lawyer shall act with
2 reasonable diligence and promptness in representing a client).

3 4.17 Count 17: By failing to keep JH reasonably informed about the status of his case,
4 particularly regarding the potential UIM claim and State Farm's subrogation interest, and by failing
5 to adequately explain matters to the extent reasonably necessary for JH to make informed
6 decisions regarding the representation, Respondent violated RPC 1.4(a)&(b).

7
8 C. Client BG

9 4.18 Count 18:

10 A. By using and converting funds from BG's settlement for his own use and personal
11 benefit, Respondent violated current RPC 1.15A(b) and current RPC 8.4(b) by committing the
12 crime of theft (RCW 9A.56.030 et seq.)

13 B. The fact that Respondent eventually restored the funds to his trust account and
14 delivered the funds to clients and third parties does not alter the conclusion that he committed acts
15 amounting to theft. In re the Disciplinary Proceeding Against Schwimmer, 153 Wn.2d 752, 108
16 P.3d 761 (2005).

17 C. Respondent's conduct also violated current RPC 8.4(c) (conduct involving
18 dishonesty, fraud, deceit, or misrepresentation) and current RPC 8.4(i) (conduct involving acts of
19 moral turpitude).

20 4.19 Count 19: By failing to maintain BG's funds in trust, Respondent violated RPC 1.15A(c)(1)
21 (proper deposit and retention of trust account funds).

22 4.20 Count 20: By failing to provide BG with an accurate written accounting, both after
23 distributing his funds and at least annually, Respondent violated current RPC 1.15A(e) (duty to
24 promptly prepare written accountings of funds after distribution and annually) and current RPC
25 1.4(a)&(b) (duty to keep client informed about important events and decisions and to give adequate
explanations so client can make informed decisions).

1 4.21 Count 21: By failing to perform client ledger reconciliations, Respondent violated RPC
2 1.15B(a)(8) and RPC 1.15A(h)(6).

3 4 V. SANCTIONS ANALYSIS

5 A. Presumptive Sanction Determination

6 The Supreme Court requires the Hearing Officer to determine a presumptive sanction for
7 each ethical violation using the American Bar Association's Standards for Imposing Lawyer
8 Sanctions ("ABA Standards") (1991 ed. & Feb. 1992 Supp.). In re Anschell, 149 Wn.2d 484, 69
9 P.3d 844, (2003). The presumptive sanction is determined by considering (1) the ethical duty
10 violated; (2) the lawyer's mental state; and (3) the extent of actual or potential harm caused by the
11 misconduct. In re Dann, 136 Wn.2d 67, 77, 960 P.2d 416 (1998).

12 5.1 Counts 1, 8, and 18:

13 A. Counts 1, 8, and 18 implicate a lawyer's duty to preserve a client's property which, in
14 these matters, involved client funds. ABA Standards 4.1, *Failure to Preserve the Client's Property*,
15 is applicable to Respondent's conversion and unauthorized use of the funds of VB (Count 1), JH
16 (Count 8), and BG (Count 18) for his own personal benefit.

17 B. Disbarment under ABA Standards 4.11 is the applicable presumptive sanction because
18 Respondent's misconduct was intentional and caused actual or potential injury.

19 C. Counts 1, 8, and 18 also implicate duties owed by a lawyer to the public, including a
20 lawyer's duties to maintain personal integrity and not to engage in conduct which reflects adversely
21 on the lawyer's honesty and fitness as a lawyer, such as theft of funds and intentional
22 misrepresentations to clients and others.

23 D. ABA Standards 5.1, *Failure to Maintain Personal Integrity*, is applicable to these
24 violations.

25 E. Disbarment under ABA Standards 5.11 is the applicable presumptive sanction because
Respondent engaged in false swearing (the declaration to L&I in VB's matter), misrepresentation,

1 misappropriation, and theft (with respect to all 3 clients), his conduct was intentional, and he
2 caused actual or potential injury.

3 5.2 Counts 2, 3¹, 4, 9, 10, 11, 19, and 20:

4 A. Counts 2, 3, 4, 9, 10, 11, 19, and 20 implicate a lawyer's duties with respect to handling
5 of client funds, timely delivery of funds to persons entitled to them, and proper management of a
6 client trust account, including recordkeeping and documenting transactions.

7 B. ABA Standards 4.1, *Failure to Preserve the Client's Property*, applies to Respondent's
8 failure to properly maintain all 3 clients' funds in a trust account (Counts 2, 9, and 19) and his
9 failure to promptly deliver funds to his clients or third parties who were entitled to the funds (Counts
10 3 and 10).

11 C. Disbarment under ABA Standards 4.11 is the applicable presumptive sanction for these
12 violations because Respondent knowingly and intentionally converted his clients' funds to his
13 personal use and benefit, which caused injury or potential injury to his clients.

14 D. ODC argues ABA Standards 4.1 also applies to Respondent's failure to promptly and
15 accurately prepare written accountings of his handling of his clients' funds (Counts 4, 11, and 20).
16 None of the ABA Standards explicitly references a lawyer's obligations to properly maintain records
17 and accounts of the disposition of clients' funds. The Hearing Officer agrees with ODC's argument
18 because ABA Standards 4.1 addresses "dealing with client property", which can be reasonably
19 understood to include proper documentation of the handling of client funds which should be placed
20 in a trust account.

21 E. Suspension under ABA Standards 4.12 is the applicable presumptive sanction for these
22 violations because Respondent knowingly kept incomplete and inaccurate records of his handling
23 of client funds and he caused injury or potential injury to his clients. As an attorney licensed to
24

25

¹ No sanction analysis is required for the alleged violations of current RPC 1.16(d) and former RPC 1.14(b)(4) with respect to client VB which were part of Count 3 because those violations were not proven by a clear preponderance of the evidence. See ¶¶ 4.3(B)&(C), above.

1 practice law in Washington, Respondent was charged with knowledge of RPC 1.15A(c)(1), RPC
2 1.15B(a)(8), and RPC 1.15A(h)(6), *Safeguarding Property*.

3 **5.3 Counts 5, 12, and 13:**

4 A. Counts 5, 12, and 13 implicate a lawyer's duty to clients and others to avoid dishonesty
5 and misrepresentations.

6 B. ABA Standards 4.6, *Lack of Candor*, applies to Respondent's dishonesty and
7 misrepresentations made to client JH (Count 12).

8 C. Suspension is the presumptive sanction for this violation under ABA Standards 4.62
9 because Respondent acted knowingly when making the false statements to his client, which
10 caused injury and potential injury to JH.

11 D. ABA Standards 5.1, *Failure to Maintain Personal Integrity*, is applicable to Respondent's
12 dishonesty and misrepresentations made to L&I in the VB matter, including the false declaration to
13 L&I (Count 5) and to his dishonesty and misrepresentations made to State Farm in the JH matter
14 (Count 13). Respondent acted knowingly when he made those deceptive statements, which
15 caused injury and potential injury to L&I and State Farm. Respondent's conduct also seriously
16 adversely reflects on his fitness to practice law.

17 E. Disbarment is the presumptive sanction for these violations under ABA Standards 5.11
18 because Respondent engaged in "intentional conduct involving dishonesty, fraud, deceit, or
19 misrepresentation that seriously adversely reflects on the lawyer's fitness to practice".

20 **5.4 Counts 6, 7, 16, and 17:**

21 A. Counts 6, 7, 16, and 17 implicate a lawyer's duty to clients of diligent representation and
22 effective communication.

23 B. ABA Standards 4.4, *Lack of Diligence*, is most applicable to Respondent's failure to
24 provide diligent representation to, and his failure to adequately communicate with, VB (Counts 6
25 and 7) and JH (Counts 16 and 17).

1 C. Suspension is the presumptive sanction for those violations is under ABA Standards
2 4.42 because Respondent acted knowingly when he allowed his clients' matters to remain open
3 and essentially ignored for many months (18 years in the case of VB), for no good reason, while he
4 was holding his clients' funds. Respondent's dilatory conduct caused injury and potential injury to
5 the clients.

6 5.5 Count 21:

7 A. Count 21 implicates a lawyer's duty to handle and properly account for clients' property
8 and the duty to the legal profession to perform accurate record keeping so the Supreme Court,
9 acting through the Association, can perform its oversight function.

10 B. ABA Standards 4.1, *Failure to Preserve the Client's Property*, applies to Respondent's
11 failure to periodically reconcile the trust account check register to a combined total of client
12 ledgers.

13 C. ODC argues ABA Standards 4.1 applies to these violations. None of the ABA Standards
14 explicitly references a lawyer's obligations to properly manage trust account banking records. The
15 Hearing Officer agrees with ODC's argument because ABA Standards 4.1 addresses "dealing with
16 client property", which can be reasonably understood to include proper documentation of the
17 handling of client funds placed in a trust account.

18 D. Suspension under ABA Standards 4.12 is the applicable presumptive sanction for these
19 violations because Respondent knowingly failed to observe the RPCs applicable to trust account
20 management and he caused injury or potential injury to the legal profession.

21 5.6 Counts 14 and 15: no sanctions analysis is necessary because ODC did not prove these
22 counts by a clear preponderance of the evidence.*
23
24
25

1
2 B. Aggravating and Mitigating Factors

3 Aggravating Factors

4 5.7 Dishonest or selfish motive (ABA Standards 9.22(b)): A clear preponderance of the
5 evidence established that Respondent's wrongful invasion of his clients' trust account funds was
6 selfish and dishonest. The fact he did not intend to permanently deprive his clients of their money
7 does not undo the fact that he used those funds with impunity as if they were his own. The fact that
8 he did nothing to ameliorate the harm until his actions were exposed by Ms. Guay, and that he has
9 yet to tell his clients what he did or to apologize for his actions, adds weight to this Finding.

10 This Aggravating Factor applies to misconduct proven by ODC under Counts 1 - 5, 8 - 13, and
11 18 - 20.

12 5.8 Pattern of misconduct (ABA Standards 9.22(c)): As detailed in the above Findings,
13 Respondent made unauthorized and unjustified withdrawals from his client trust account on
14 multiple occasions and from multiple clients. The occasions were usually when his business
15 account had insufficient funds to pay its expenses, including payroll, but those reasons do not
16 lessen the seriousness or the wrongfulness of the conduct. The repeated improper use of a client
17 trust account constitutes a "pattern" within the meaning of this ABA Standard.

18 Additionally, Respondent's failure to maintain proper trust account records for many years,
19 including his failure to periodically reconcile the trust account checking records, and his failure to
20 give clients accurate written accountings of the handling of their funds, constitute a pattern of
21 misconduct.

22 This Aggravating Factor applies to misconduct proven by ODC under Counts 1 through 13 and
23 16 through 21.

24 5.9 Multiple offenses (ABA Standards 9.22(d)): As detailed in the above Findings,
25 Respondent made unauthorized and unjustified withdrawals from his client trust account on
multiple occasions and from multiple clients. The occasions were usually when his business

1 account had insufficient funds to pay its expenses, including payroll, but those reasons do not
2 lessen the seriousness or the wrongfulness of the conduct.

3 Additionally, Respondent's failure to maintain proper trust account records for many years,
4 including his failure to periodically reconcile the trust account checking records, and his failure to
5 give clients accurate written accountings of the handling of their funds, constitute multiple offenses
6 against applicable RPCs within the meaning of this ABA Standard.

7 This Aggravating Factor applies to misconduct proven by ODC under Counts 1 through 13 and
8 16 through 21.

9 5.10 Substantial experience in the practice of law (ABA Standards 9.22(i)): Respondent has
10 continuously practiced law in Washington since May 24, 1983.

11 This Aggravating Factor applies to misconduct proven by ODC under Counts 1 through 13 and
12 16 through 21.

13 Mitigating Factors

14 5.11 No Prior Discipline (ABA Standards 9.32(a)): Respondent has no prior disciplinary record.

15 This Mitigating Factor applies to misconduct proven by ODC under Counts 1 through 13 and 16
16 through 21.

17 5.12 Reputation (ABA Standards 9.32(g)): Respondent has a good reputation among lawyers
18 in the Spokane legal community. He is particularly well thought of for his willingness to take on
19 clients with meritorious cases who, for a number of reasons, had difficulty finding attorneys to
20 represent them.

21 This Mitigating Factor applies to misconduct proven by ODC under Counts 1 through 13 and 16
22 through 21.

23 5.13 Remorse (ABA Standards 9.32(l)): Respondent has shown genuine and deep remorse for
24 the conduct leading to these proceedings.
25

1 This Mitigating Factor applies to misconduct proven by ODC under Counts 1 through 13 and 16
2 through 20.

3 5.14 Rejected Mitigating Factors: Respondent argued that Mitigating Factors found in ABA
4 Standards 9.32(c), (d), (e), and (j) should apply. For the following reasons, those arguments are
5 rejected:

6 a.) Personal or emotional problems (ABA Standards 9.32(c)): Respondent never explained
7 what problems he thought should be considered. There was evidence of financial problems in
8 the management of Respondent's law practice, but those problems were entirely of
9 Respondent's own making and cannot be considered as mitigating.

10 b.) Timely good faith effort to make restitution or to rectify consequences of misconduct (ABA
11 Standards 9.32(d)): On a couple of occasions, Respondent returned funds wrongfully
12 withdrawn from the trust account within a few days. For example, Exhibit A-14 shows that
13 Respondent returned \$5,000 to VB's trust account 6 days after taking it. However, the
14 evidence also shows that Respondent allowed VB's money to sit in his trust account for 18
15 years before he paid it to L&I, and during those years he used the money like a personal ATM.
16 In the case of JH, Respondent allowed funds to which he was not entitled to sit in his trust
17 account from the time of the PEMCO settlement (December 2009) until April 2013, when he
18 used the money borrowed from his sister to fund a payment sent to JH (and the additional
19 attorney fee he took). Again, Respondent dipped into those trust account funds without
20 authorization or entitlement for his personal use. It is significant that Respondent made no
21 effort to make restitution to VB and JH until Gina Guay and her attorney alerted Respondent
22 that his improper use of client trust funds was about to be exposed. It is also noted that
23 Respondent has never apologized to the affected clients or even told them of his wrongdoing.
24 Respondent's efforts at restitution were neither timely nor made in good faith.

1 c.) Full and free disclosure to disciplinary board or cooperative attitude toward the
2 proceedings (ABA Standards 9.32(e)): Respondent has, for the most part, been cooperative
3 with ODC throughout these proceedings. However, in his written response to Gina Guay's
4 grievance, he failed to disclose that he had taken a \$15,000 fee for JH's case, rather than the
5 \$7,500 fee which JH had agreed to pay. This failure is significant enough to disqualify
6 Respondent from the benefit of applying this Mitigating Factor.

7 d.) Delay in disciplinary proceedings (ABA Standards 9.32(j)): There has been no undue
8 delay of these proceedings attributable to ODC. As the following chronology demonstrates,
9 Respondent's requests have been the most significant reasons this matter has been pending
10 as long as it has.

11 Gina Guay's grievance was filed in June 2013. ODC conducted an investigation, which
12 included taking a deposition of Respondent on August 21, 2014 (Exhibit A-2). The Formal
13 Complaint was filed in January 2016. Respondent filed his Answer in February 2016. A
14 Hearing Officer was appointed on January 25, 2016. On February 4, 2016, Respondent
15 requested the appointment of another Hearing Officer. A substitute Hearing Officer was
16 appointed on March 16, 2016, who held a scheduling conference with all counsel on April 20,
17 2016. The date of October 17, 2016 was set as the hearing date. A Settlement Conference
18 Order was entered on July 27, 2016. Also on July 27, the Hearing Officer conducted a hearing
19 during which Respondent asked the Hearing Officer to recuse herself, which she did. The
20 current Hearing Officer was appointed on August 17, 2016. After a conference with all counsel,
21 an order was entered setting the hearing date on October 17, 2016. Respondent moved for a
22 continuance on September 6, 2016, which ODC did not oppose. A new hearing date of
23 November 14, 2016 was set by order dated September 13, 2016. Respondent again moved
24 for a continuance on October 18, 2016. Over ODC's opposition, the motion was granted and a
25 new hearing date of February 13, 2017 was set by order dated November 4, 2016. Although

1 there is no reason to believe Respondent's requests for delays were not meritorious or were
2 intended to gain a strategic advantage, they do not support applying this mitigating factor.

3 Additionally, there has been no showing the Respondent was prejudiced by any delays.
4

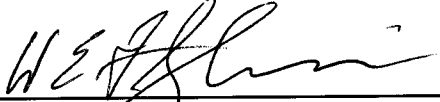
5 **VI. RECOMMENDATIONS**

6 6.1 When multiple ethical violations are found, the "ultimate sanction imposed should at least
7 be consistent with the sanction for the most serious instance of misconduct among a number of
8 violations". In re Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993).

9 6.2 Disbarment is the presumptive sanction for the majority of Respondent's violations which
10 were proven by ODC.

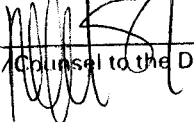
11 6.3 Based on the ABA Standards and the applicable aggravating and mitigating factors, the
12 Hearing Officer recommends that Respondent be disbarred.

13 DATE: June 15, 2017.

14 
15 William E. Fitzharris
16 WSBA #7122
17 Hearing Officer

18
19
20 **CERTIFICATE OF SERVICE**

21 I certify that I caused a copy of the HO's Amended Decision and Recommendations
22 to be delivered to the Office of Disciplinary Counsel and to be mailed
23 to Steve Pulley Respondent/Respondent's Counsel
24 at 1000 YAKIMA HWY #202 TACOMA, WA 98403 by Certified/first class mail
25 postage prepaid on the 15th day of June, 2017


Clerk/Counsel to the 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
25

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on this date I caused to be served a copy of each of the document(s) listed below on each of the persons identified below in the manner indicated below:

- Hearing Officer's Amended Decision and Recommendations

Original to:

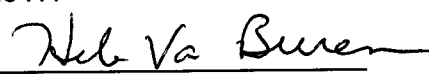
Allison Sato
Clerk to the WSBA Disciplinary Board
1325 Fourth Avenue, Suite 600
Seattle, WA 98101-2539
 First class mail

Courtesy Copies to:

Marsha Matsumoto
Disciplinary Counsel
Washington State Bar Association
1325 Fourth Avenue, Suite 600
Seattle, WA 98101-2539
 First class mail
 Email to marsham@wsba.org

Brett A. Purtzer
Hester Law Group, Inc., P.S.
1008 South Yakima Ave., Ste. 302
Tacoma, WA 98405-4850
 First class mail
 Email to brett@hesterlawgroup.com

Signed at Seattle, WA on June 16th, 2017.



Helen Van Buren