

FILED

Apr 23 2020

Disciplinary
Board

DISCIPLINARY BOARD

Docket # 089

Notice of Reprimand

Lawyer Dean Standish Perkins Jr, WSBA No. 15856, has been ordered Reprimanded by the following attached documents: Stipulation to Two Reprimands, Order Approving Stipulation.

WASHINGTON STATE BAR ASSOCIATION



Nicole Gustine
Counsel to the Disciplinary Board

CERTIFICATE OF SERVICE

By order of Washington Supreme Court Order No. 25700-B-609, I certify that I caused a copy of the Notice of Reprimand to be emailed to the Office of Disciplinary Counsel and to Respondent's Counsel Jeffrey T. Kestle, at jkestle@foum.law and Respondent's Counsel Roy Umlauf, at roy@foum.law, on the 23rd day of April, 2020.

A handwritten signature in black ink, appearing to be "M. J. Umlauf", written in a cursive style.

Clerk to the Disciplinary Board

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BEFORE THE
DISCIPLINARY BOARD

In re
DEAN STANDISH PERKINS JR,
Lawyer (Bar No. 15856).

Proceeding No. 19#00013
ODC File No. 18-00628
STIPULATION TO TWO (2) REPRIMANDS
Following settlement conference conducted
under ELC 10.12(h)

Under Rule 9.1 of the Washington Supreme Court’s Rules for Enforcement of Lawyer Conduct (ELC), and following a settlement conference conducted under ELC 10.12(h), the following Stipulation to Two (2) Reprimands is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Sachia Stonefeld Powell and Associate Director Kirsten Schimpff, Respondent’s Counsel Roy Umlauf and Jeffrey Kestle and Respondent lawyer Dean Standish Perkins Jr.

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that he is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more

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

4 **I. ADMISSION TO PRACTICE**

5 1. Respondent was admitted to practice law in the State of Washington on June 2, 1986.

6 **II. STIPULATED FACTS**

7 2. On January 5, 2013, Robert Baker was helping his neighbor remove trees on his
8 neighbor's property. Unfortunately, one of the trees twisted and fell, striking Mr. Baker who
9 suffered severe and permanent injuries.

10 3. At the time, Robert Baker was married to Andrea Baker, who is Respondent's
11 niece by marriage.

12 4. Shortly after the accident, the Bakers became concerned because Mr. Baker's
13 medical insurer was refusing to pay their medical bills and asked Respondent if he could help.
14 Respondent visited Mr. Baker in the hospital. He offered to help the Bakers to get the medical
15 bills paid for no fee given their family relationship.

16 5. The Bakers did not sign a fee agreement, and Respondent began representing them
17 relating to the medical bills on or about January 7, 2013.

18 6. Respondent's representation later extended to include liability issues.

19 7. In April 2013, the Bakers' neighbor's homeowner's insurance company brought a
20 declaratory judgment action in federal court seeking a determination that it owed nothing on any
21 claim asserted regarding this matter.

22 8. Respondent told the Bakers it would be wise to bring in other lawyers to assist
23 with the declaratory judgment action and also with affirmative claims for damages arising from

1 the January 2013 accident.

2 9. Respondent approached the Keller Rohrback firm (KR) and asked if the firm
3 would be interested in serving as co-counsel.

4 10. KR agreed to associate with Respondent and represent the Bakers on the
5 declaratory judgment action, as well as on the liability issues on which Respondent already
6 represented them.

7 11. On or about April 29, 2013, Respondent met with lawyers from KR. They agreed
8 to a total contingency fee of 35 percent, which would be split as follows: KR was to receive 60
9 percent of the contingency fee and Respondent was to receive 40 percent.

10 12. On April 30, 2013, KR drafted and sent two contracts to Respondent via email for
11 the Bakers to review and sign. The first contract, sent at 9:29 a.m., was a Contingent Fee
12 Agreement. The second contract, sent at 10:09 a.m., was an Agreement for Association of
13 Counsel (Fee Split Agreement).

14 13. The Contingent Fee Agreement stated that a 35% attorney fee would be paid to
15 KR.

16 14. The Contingent Fee Agreement did not name Respondent as a party to the
17 agreement, nor did it mention the splitting of fees.

18 15. Paragraph 16 of the Contingent Fee Agreement included an integration provision,
19 which incorrectly stated that there were no oral or other agreements.

20 16. Respondent advised the Bakers that it would be in their best interest to sign the
21 Contingent Fee Agreement and told them that it was a standard agreement similar to what he
22 used in his practice.

23 17. Respondent did not discuss the integration clause with the Bakers.

1 18. Respondent did not inform the Bakers that modifying the scope and payment
2 provisions of their existing attorney-client relationship created a conflict of interest.

3 19. Respondent did not advise the Bakers in writing of the desirability of consulting
4 independent counsel in connection with the modification of the scope and payment provisions
5 of their existing attorney-client relationship.

6 20. Respondent did not obtain the Bakers' informed consent confirmed in writing,
7 before advising them to sign the Contingent Fee Agreement with the KR firm. Respondent
8 contends he advised the Bakers of their options orally, which the Bakers dispute.

9 21. Respondent provided the Bakers with the Contingent Fee Agreement.

10 22. On Respondent's advice, the Bakers signed the Contingent Fee Agreement and
11 returned it to Respondent on or about May 3, 2013.

12 23. Respondent did not provide the Bakers with the Fee Split Agreement.

13 24. On July 15, 2013, KR and Respondent filed a personal injury lawsuit on behalf of
14 the Bakers in Lewis County Superior Court.

15 25. Between January 2013 and August 2014, Respondent did not provide the Bakers
16 with any writing regarding the fee split.

17 26. KR and Respondent reached a settlement with the neighbor's homeowner's
18 insurance and the equipment rental companies.

19 27. In August 2014, KR sent Robert Baker a document entitled "Allocation of
20 Settlement Proceeds" (allocation statement), which listed the 35% fee they agreed to and showed
21 the allocation of fees between KR and Respondent.

22 28. Robert Baker signed the allocation statement after discussing it with Andrea
23 Baker. The Bakers did not raise any concerns regarding the allocation of fees at that time.

1 29. Andrea Baker was also represented by KR and Respondent for a loss of consortium
2 claim and she was a named party in the complaint filed against the neighbor.

3 30. Andrea Baker did not sign the allocation statement.

4 31. At no point did Respondent or KR obtain anything in writing from Andrea Baker
5 providing consent to the fee split.

6 32. On September 27, 2014, Robert Baker sent Respondent an email detailing his and
7 Andrea Baker's objection to Respondent keeping a share of the 35% fee.

8 33. This email contained confidential information relating to the representation of the
9 Bakers.

10 34. Respondent forwarded Robert Baker's email to joanperkins@comcast.net.

11 35. At the time Respondent forwarded the email to joanperkins@comcast.net,
12 Respondent shared this email address with his wife, Joan Perkins, who had access to this email
13 account.

14 36. Respondent also discussed the settlement amount relating to the tree-cutting
15 accident on the phone with Mr. Baker while Respondent's wife was in the room with him and
16 could hear at least part of the conversation.

17 37. Respondent's wife subsequently revealed that she knew confidential information
18 relating to the representation of the Bakers, including the amount of the settlement.

19 38. Respondent did not obtain authorization and/or informed consent from the Bakers
20 to disclose information about their representation to his wife.

21 39. Respondent's disclosures were not impliedly authorized in order to carry out the
22 representation.

23 40. Respondent's disclosures were not authorized by RPC 1.6(b).

1 41. In June 2017, the Bakers filed an action in King County Superior Court against
2 Respondent alleging breach of fiduciary duty and other related claims.

3 42. Respondent and the Bakers entered into a confidential settlement agreement.

4 **III. STIPULATION TO MISCONDUCT**

5 **A. Fee Splitting**

6 43. By failing to promptly inform the Bakers of the fee split with KR and/or by failing
7 to obtain informed consent in writing confirming the terms of his fee split agreement with KR
8 before or within a reasonable time after commencing the representation, Respondent violated
9 RPC 1.4(a)(1), RPC 1.4(b), RPC 1.5(b), and RPC 1.5(e).

10 44. By taking a portion of a contingent fee without a written contingent fee agreement,
11 Respondent violated RPC 1.5(b) and RPC 1.5(c).

12 45. By modifying the original fee agreement without fully disclosing the terms to the
13 Bakers in writing, without advising in writing or providing the Bakers with an opportunity to
14 consult independent counsel, and/or without obtaining the Bakers' informed written consent,
15 Respondent violated RPC 1.8(a).

16 **B. Revealing Information Related to the Representation of the Bakers**

17 46. By revealing information relating to his representation of the Bakers and/or by
18 failing to make reasonable efforts to prevent the inadvertent disclosure and/or the unauthorized
19 access to information relating to his representation of the Bakers, Respondent violated RPC
20 1.6(a) and RPC 1.6(c).

21 **IV. PRIOR DISCIPLINE**

22 47. Respondent has no prior discipline.

1 **V. APPLICATION OF ABA STANDARDS**

2 **A. Fee Splitting**

3 48. The following American Bar Association Standards for Imposing Lawyer Sanctions
4 (1991 ed. & Feb. 1992 Supp.) apply to this case¹:

5 49. The applicable ABA Standards for the violations related to the fee split with KR
6 (RPC 1.4(a)(1), RPC 1.4(b), RPC 1.5(b), RPC 1.5(c), RPC 1.5(e), and RPC 1.8(a)), are Standards
7 4.3 and 7.0. These Standards provide, in pertinent part:

8 **Standards 4.3 (failure to avoid conflicts of interest):**

9 4.33 **Reprimand** is generally appropriate when a lawyer is negligent in
10 determining whether the representation of a client may be materially affected by
11 the lawyer’s own interests, or whether the representation will adversely affect
12 another client, and causes injury or potential injury to a client.

12 **Standards 7.0 (violations of duties owed as a professional):**

13 7.3 **Reprimand** is generally appropriate when a lawyer negligently engages in
14 conduct that is a violation of a duty owed as a professional and causes injury or
15 potential injury to a client, the public, or the legal system.

16 50. By failing to promptly inform the Bakers of the Fee Split Agreement, and by failing
17 to obtain informed consent in writing from the Bakers to the fee split, it appears that Respondent
18 was negligent in determining whether the representation of a client may be materially affected by
19 the lawyer’s own interests (Standard 4.33), and negligently engaged in conduct that is a violation
20 of a duty owed as a professional (Standard 7.3). Similarly, by failing to avoid a conflict of interest
21 in advising the Bakers to sign the Contingent Fee Agreement with KR, it appears that Respondent
22 was negligent. (Standard 4.33).

23 51. Respondent’s conduct in failing to provide the Fee Split Agreement caused the Bakers

24 ¹ The complete Standards appear in the appendix to this Stipulation.

1 to suffer actual injury because they entered into a fee agreement without being advised of all
2 relevant information necessary to enable them to make an informed decision about their
3 representation. The Bakers hired subsequent counsel to pursue litigation to recover Respondent's
4 share of the fee. In addition, significant family discord ensued as a result of Respondent's actions.

5 52. The presumptive sanction for this conduct is a reprimand.

6 **B. Revealing Information Related to the Representation of the Bakers**

7 53. The applicable ABA Standard for the violations related to revealing information
8 relating to Respondent's representation of the Bakers (RPC 1.6(a) and RPC 1.6(c)) is Standard
9 4.2. This Standard provides, in pertinent part:

10 4.23 **Reprimand** is generally appropriate when a lawyer negligently reveals
11 information relating to representation of a client not otherwise lawfully permitted
12 to be disclosed and this disclosure causes injury or potential injury to a client.

13 54. Respondent acted negligently when he forwarded the email to a shared account, and
14 spoke on the phone in circumstances where his wife could hear.

15 55. The Bakers were injured because information relating to the representation was
16 revealed to family members without their authorization and family discord ensued as a result of
17 the disclosure.

18 56. The presumptive sanction for this conduct is a reprimand.

19 **C. Aggravation and Mitigation**

20 57. The following aggravating factors apply under ABA Standard 9.22:

- 21 (d) multiple offenses; and
- (i) substantial experience in the practice of law [admitted in 1986].

22 58. The following mitigating factors apply under ABA Standard 9.32:

- 23 (a) absence of a prior disciplinary record; and
- (g) character or reputation [Respondent submitted evidence to the
24 effect that he is well-respected by his peers, gives freely of his time, energy,

1 and other resources to the legal community, has served as the Program
2 Director for the Seattle University School of Law Incubator Program since
2013, and was awarded the WSBA Apex Legal Innovation Award in 2017].

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

5 60. On balance the aggravating and mitigating factors do not require a departure from the
6 presumptive sanction.

7 **VI. STIPULATED DISCIPLINE**

8 61. The parties stipulate that Respondent shall receive two (2) reprimands for his conduct.

9 **VII. RESTITUTION**

10 62. Respondent has already refunded to the Bakers all the fees he received pursuant to the
11 Allocation of Settlement Proceeds. Therefore, no additional restitution is necessary.

12 **VIII. COSTS AND EXPENSES**

13 63. In light of Respondent's willingness to resolve this matter by stipulation at an early
14 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$891.68
15 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
16 if these costs are not paid within 30 days of approval of this stipulation.

17 **IX. VOLUNTARY AGREEMENT**

18 64. Respondent states that prior to entering into this Stipulation he has consulted
19 independent legal counsel regarding this Stipulation, that Respondent is entering into this
20 Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association,
21 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
22 as provided herein.

23 65. Once fully executed, this stipulation is a contract governed by the legal principles

1 applicable to contracts, and may not be unilaterally revoked or modified by either party.

2 X. LIMITATIONS

3 66. This Stipulation is a compromise agreement intended to resolve this matter in
4 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
5 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
6 and ODC acknowledge that the result after further proceedings in this matter might differ from
7 the result agreed to herein.

8 67. This Stipulation is not binding upon ODC or the Respondent as a statement of all
9 existing facts relating to the professional conduct of the respondent lawyer, and any additional
10 existing facts may be proven in any subsequent disciplinary proceedings.

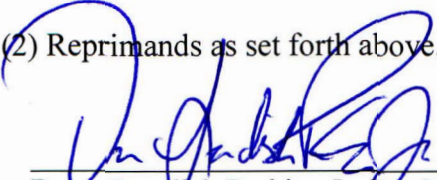
11 68. This Stipulation results from the consideration of various factors by both parties,
12 including the benefits to both by promptly resolving this matter without the time and expense of
13 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
14 such, approval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

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

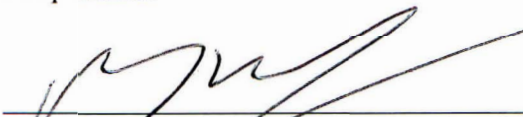
20 70. If this Stipulation is approved by the Hearing Officer, it will be followed by the
21 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
22 of Lawyer Conduct will be made. Respondent represents that he is not admitted to practice law
23 in a jurisdiction other than Washington.

1 71. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no
2 force or effect, and neither it nor the fact of its execution will be admissible as evidence in the
3 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or
4 criminal action.

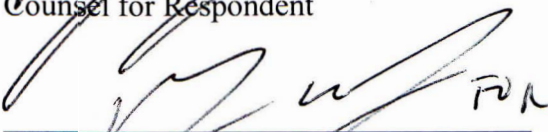
5 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
6 Two (2) Reprimands as set forth above.

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8 _____
Dean Standish Perkins Jr, Bar No. 15856
Respondent

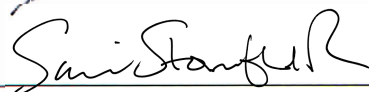
Dated: 4/9/20

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10 _____
Roy Umlauf, Bar No. 15437
Counsel for Respondent

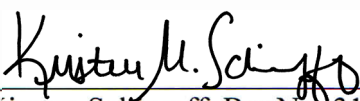
Dated: 4/9/2020

11 
12 _____
Jeffrey Kestle, Bar No. 29648
Counsel for Respondent

Dated: 4/9/2020

13 
14 _____
Sachia Stonefeld Powell, Bar No. 21166
Disciplinary Counsel

Dated: 4/10/20

15 
16 _____
Kirsten Schimpff, Bar No. 31299
Associate Director

Dated: 4/10/20

4.2 *Failure to Preserve the Client's Confidences*

- 4.21 **Disbarment** is generally appropriate when a lawyer, with the intent to benefit the lawyer or another, knowingly reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.
- 4.22 **Suspension** is generally appropriate when a lawyer knowingly reveals information relating to the representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.
- 4.23 **Reprimand** is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes injury or potential injury to a client.
- 4.24 **Admonition** is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes little or no actual or potential injury to a client.

4.3 *Failure to Avoid Conflicts of Interest*

- 4.31 **Disbarment** is generally appropriate when a lawyer, without the informed consent of client(s):
 - (a) engages in representation of a client knowing that the lawyer's interests are adverse to the client's with the intent to benefit the lawyer or another, and causes serious or potentially serious injury to the client; or
 - (b) simultaneously represents clients that the lawyer knows have adverse interests with the intent to benefit the lawyer or another, and causes serious or potentially serious injury to a client; or
 - (c) represents a client in a matter substantially related to a matter in which the interests of a present or former client are materially adverse, and knowingly uses information relating to the representation of a client with the intent to benefit the lawyer or another and causes serious or potentially serious injury to a client.
- 4.32 **Suspension** is generally appropriate when a lawyer knows of a conflict of interest and does not fully disclose to a client the possible effect of that conflict, and causes injury or potential injury to a client.
- 4.33 **Reprimand** is generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client.
- 4.34 **Admonition** is generally appropriate when a lawyer engages in an isolated instance of negligence in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes little or no actual or potential injury to a client.

7.0 *Violations of Duties Owed as a Professional*

- 7.1 **Disbarment** is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.
- 7.2 **Suspension** is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.
- 7.3 **Reprimand** is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.
- 7.4 **Admonition** is generally appropriate when a lawyer engages in an isolated instance of negligence that is a violation of a duty owed as a professional, and causes little or no actual or potential injury to a client, the public, or the legal system.

FILED

Apr 13 2020

Disciplinary
Board

Docket # 086

BEFORE THE
DISCIPLINARY BOARD

In re

DEAN STANDISH PERKINS JR,
Lawyer (Bar No. 15856).

Proceeding No. 19#00013

ORDER APPROVING STIPULATION

On review of the Stipulation to Two Reprimands signed April 9 and 10, 2020, and the documents on file in this matter,

IT IS ORDERED that the Stipulation to Two Reprimands is approved.

Dated this 12th day of April, 2020.



Seth A. Fine
Hearing Officer

CERTIFICATE OF SERVICE

By order of Washington Supreme Court Order No. 25700-B-609, I certify that I caused a copy of the Order Approving Stipulation to be emailed to the Office of Disciplinary Counsel and to Respondent's Counsel Jeffrey T. Kestle, at jkestle@foum.law and Roy Umlauf, at roy@foum.law, on the 13th day of April, 2020.

A handwritten signature in black ink, appearing to be "M. J. A.", written in a cursive style.

Clerk to the Disciplinary Board