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**FILED**

NOV 14 2012

**DISCIPLINARY BOARD**

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**ROBIN L. SCOTT,**  
Lawyer (Bar No.18274).

Proceeding No. 10#00106

STIPULATION TO SUSPENSION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Suspension is entered into by the Washington State Bar Association (Association), through disciplinary counsel Randy Beitel, Respondent lawyer Robin L. Scott, and Respondent's counsel Kurt M. Bulmer.

Respondent understands that she is entitled under the ELC to a hearing, to present exhibits and witnesses on her behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that she is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to her. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct and sanction to avoid the risk, time, expense, and publicity attendant to further proceedings.

1 **I. ADMISSION TO PRACTICE**

2 1. Respondent was admitted to practice law in the State of Washington on November 3,  
3 1988. Respondent voluntarily transferred to inactive status on January 26, 2012.

4 **II. STIPULATED FACTS**

5 **Diann Peterson Grievance (No. 08-1575)**

6 2. In April 2007, Respondent agreed to represent Diann Peterson in bringing an adver-  
7 sary proceeding in Bankruptcy Court to seek discharge of a student loan debt. Respondent and  
8 Ms. Peterson entered into a fee agreement for an hourly fee, and Ms. Peterson gave Respondent  
9 a check for \$4,433.61 as an advance for costs and fees. Respondent deposited this check into  
10 her IOLTA trust account on April 18, 2007.

11 3. Respondent removed \$3,775.00 of Ms. Peterson's funds from her IOLTA Trust Ac-  
12 count by making 11 withdrawals, payable to herself as follows:

Date	Ck No.	Amt. of Ck
4/19/07	1086	\$1,000.00
4/24/07	1087	500.00
4/27/07	1089	575.00
4/30/07	1090	100.00
4/30/07	1091	60.00
5/4/07	1092	100.00
7/12/07	1032	500.00
7/24/07	1034	200.00
8/6/07	1035	400.00
1/14/08	1362	300.00
2/13/08	1327	100.00

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19 4. The parties dispute whether Respondent was entitled to any of the \$1,000 withdrawal  
20 on April 19, 2007. Respondent asserts that she was entitled to that sum for unpaid fees from  
21 prior work for Ms. Peterson. Ms. Peterson disputes that any portion of the \$4,433.61 payment  
22 was for prior work. The written fee agreement did not address this issue. With respect to the  
23 other 10 withdrawals, totaling \$2,775.00, Respondent never prepared or filed the contemplated  
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1 adversary action and did very little work to entitle herself to those funds. Respondent made  
2 these withdrawals to meet her current expenses. Respondent did not provide Ms. Peterson with  
3 any advance written notice of her intention to make any of the 11 withdrawals of Ms. Peterson's  
4 funds from the trust account.

5 5. On June 4, 2008, Ms. Peterson notified Respondent that she was terminating her ser-  
6 vices and requesting her file and a refund of the advance fees and costs she had paid to Re-  
7 spondent. Respondent did not have the funds to refund to Ms. Peterson at that time. Ms. Peter-  
8 son made several subsequent requests for her file and for a refund of her advance fees and costs,  
9 but Respondent did not provide the file until September 3, 2008 when she sent the file to Ms.  
10 Peterson's new attorney. Respondent had to gather the funds from different sources to make a  
11 refund to Ms. Peterson, which she did on October 9, 2008 by forwarding a check drawn on Re-  
12 spondent's personal account in the amount of \$3,433.61.

13 6. Along with the October 9, 2008 refund, Respondent provided a statement showing  
14 only the April 2007 receipt of \$4,433.61 from Ms. Peterson and the first disbursement to Re-  
15 spondent of \$1,000 for "balance owed on Chapter 13 Attorney's fees." In January 2012, Re-  
16 spondent refunded to Ms. Peterson \$1,000 representing the first disbursement that Respondent  
17 had taken on April 19, 2007. Of the \$4,433.61 paid by Ms. Peterson on April 18, 2007, all of  
18 those funds have been refunded by Respondent. Respondent advanced costs of \$97.62 to obtain  
19 medical records on behalf of Ms. Peterson, and \$35.00 to obtain a copy of records from a prior  
20 bankruptcy on behalf of Ms. Peterson. Respondent has waived reimbursement for those costs.

21 **WSBA Trust Account Overdraft Grievance (No. 08-00490)**

22 7. Due to reports from Frontier Bank of overdrafts in Respondent's IOLTA account oc-  
23 ccurring March 4, 2008, and August 5, 2008, the Association's auditor conducted an examination  
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1 of Respondent's trust account.

2 8. During the period of September 1, 2006, to October 31, 2008, Respondent failed to  
3 maintain a checkbook register for her IOLTA trust account listing all deposits, disbursements,  
4 and transfers together with a running balance.

5 9. Respondent did not provide any client ledgers for the time period of September 1,  
6 2006, through July 31, 2008.

7 10. During the period of September 1, 2006, through October 31, 2008, Respondent did  
8 not reconcile the funds in her IOLTA trust account to the bank statements, checkbook registers  
9 or client ledgers.

10 11. During the period of May 8, 2007, through September 3, 2008, there were \$719.89 in  
11 charges made by Respondent's bank against her trust account for credit card merchant fees and  
12 for overdraft charges. During this same period, Respondent paid only \$200 of the \$719.89 in  
13 fees, leaving \$519.89 that the bank took out of the client funds in the account.

14 12. Respondent did not keep trust account records identifying all transactions by client  
15 during the period of September 1, 2006, through July 31, 2008. Although Respondent provided  
16 the Association's auditor with her recollection of the client identification for various transac-  
17 tions that were in question, the lack of definitive records establishing client identification for all  
18 transactions precludes ascertaining whether Respondent has properly accounted for all client  
19 funds in her trust account.

20 **III. STIPULATION TO MISCONDUCT**

21 13. By failing to maintain Ms. Peterson's fee and cost advance in the trust account, Re-  
22 spondent violated RPC 1.15A(c)(1).

1 14. By removing \$2,775 of Ms. Peterson's funds from her trust account without entitle-  
2 ment, Respondent converted Ms. Peterson's funds for her own use and violated RPC 1.15A(b).

3 15. By failing to provide Ms. Peterson's file until three months after she was terminated  
4 and failing to refund the unearned advance fees until four months after she was terminated, Re-  
5 spondent violated RPC 1.16(d).

6 16. By failing to give reasonable advance notice to Ms. Peterson of her intent to remove  
7 Ms. Peterson's funds from trust, Respondent violated RPC 1.15A(h)(3).

8 17. By failing to maintain a check register as required by RPC 1.15B(a)(1), Respondent  
9 violated RPC 1.15A(h)(2).

10 18. By failing to maintain individual client ledgers as required by RPC 1.15B(a)(2), Re-  
11 spondent violated RPC 1.15A(h)(2).

12 19. By failing to reconcile the funds held in her IOLTA account to the bank statements,  
13 checkbook registers and client ledgers, Respondent violated RPC 1.15A(h)(6).

14 20. By allowing client funds to be taken from her IOLTA trust account to satisfy credit  
15 card fees and overdraft charges for which she was responsible, Respondent failed to maintain  
16 client funds in a trust account in violation of RPC 1.15A(c)(1) and/or RPC 1.15A(h)(1)(i).

17 **IV. PRIOR DISCIPLINE**

18 21. Respondent has no prior discipline.

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20 **V. APPLICATION OF ABA STANDARDS**

21 22. The following American Bar Association Standards for Imposing Lawyer Sanctions  
22 (1991 ed. & Feb. 1992 Supp.) apply to this case:  
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1 ABA Standards section 4.1 is most applicable to Respondent's duty to maintain client  
2 funds in trust and keep complete records:

3 **4.1 Failure to Preserve the Client's Property**

4 4.11 Disbarment is generally appropriate when a lawyer knowingly converts cli-  
ent property and causes injury or potential injury to a client.

5 4.12 Suspension is generally appropriate when a lawyer knows or should know  
6 that he is dealing improperly with client property and causes injury or poten-  
tial injury to a client.

7 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing  
with client property and causes injury or potential injury to a client.

8 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing  
with client property and causes little or no actual or potential injury to a cli-  
ent.

9 ABA Standards section 7.0 is most applicable to Respondent's duty return the client file  
10 and advance funds upon being discharged:

11 **7.0 Violations of Duties Owed as a Professional**

12 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  
13 obtain a benefit for the lawyer or another, and causes serious or potentially  
serious injury to a client, the public, or the legal system.

14 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 in-  
jury or potential injury to a client, the public, or the legal system.

15 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 in-  
16 jury or potential injury to a client, the public, or the legal system.

17 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,  
18 and causes little or no actual or potential injury to a client, the public, or the  
legal system.

19 23. Respondent knowingly converted client funds and knowingly delayed providing Ms.  
20 Peterson with her file and refunding her unearned advance fees upon being discharged. The  
21 remaining violations of the trust account rules were instances were Respondent should have  
22 known she was dealing improperly with client funds.

1           24. Ms. Peterson suffered either actual or potential injury as the result of the delay in ob-  
2 taining her file from Respondent and the delay in obtaining a refund of the unearned advance  
3 fees. Ms. Peterson also suffered potential injury when Respondent converted her funds in that  
4 had anything happened to Respondent while the funds were converted, Ms. Peterson may well  
5 have lost her funds. With respect to all the other violations of the trust account rules, there was  
6 potential for injury in that it could not be ascertained that all client funds had been safeguarded.

7           25. The presumptive sanction for the conversion of client funds is disbarment. The pre-  
8 sumptive sanction for failure to keep adequate trust account records and maintain client funds in  
9 a trust account is suspension. The presumptive sanction for failing to reconcile her trust account  
10 records and failing to pay credit card merchant fees and bank overdraft fees is reprimand.

11           26. The following aggravating factors apply under ABA Standards Section 9.22:

12           **§9.22(b). A dishonest or selfish motive** is inherent in a conversion of client trust funds.  
13 This aggravating factor is offset somewhat by Respondent's impaired mental state, as discussed  
14 in the confidential medical report attached hereto under seal as Attachment A, which reduced  
15 respondent's ability to think logically and clearly and led her to think that the behavior was ac-  
16 ceptable.

17           **§9.22(d). Multiple offenses** are present in that there are eight violations. This is offset  
18 somewhat by the fact that virtually all of the offenses are similar in nature in that seven of the  
19 eight violations are trust account violations.

20           **§9.22(i). Substantial Experience in the Practice of Law** – Respondent was admitted  
21 to practice in 1988.

1 27. The following mitigating factors apply under ABA Standards Section 9.32:

2 **§9.32(a). Absence of a Prior Disciplinary Record.**

3 **§9.32(c). Personal and Emotional Problems.** As is set forth in the confidential medi-  
4 cal report of Respondent's long-time treating physician, attached under seal as Attachment A,  
5 Respondent suffers from a severe disorder which led her to think that otherwise unacceptable  
6 and out of character behavior was nonetheless acceptable. Her illness interfered with her know-  
7 ing ability to be aware of the consequences of her actions and her actions were a manifestation  
8 of her illness and a significant contributor toward her making out of character choices.

9 **§9.32(l). Remorse.** Respondent has expressed genuine remorse for her misconduct.

10 28. The medical condition set forth in the confidential medical report is a serious and  
11 substantial mitigator. It goes to the heart of the knowing dishonesty aggravator and largely off-  
12 sets what is ordinarily the knowing nature of a conversion of client funds. On balance, the miti-  
13 gating factors outweigh the aggravating factors and warrant sanction of a lengthy suspension  
14 rather than disbarment.

## 15 VI. STIPULATED DISCIPLINE

16 29. Respondent stipulates to a three-year suspension under ELC 13.1(a)(2) and ELC  
17 13.3. Reinstatement is conditioned on a showing of the mental capacity to practice law, to be  
18 established by at least a one-year proven period of stable recovery as monitored by Respond-  
19 ent's treating mental health professional. Any disputes related to reinstatement will be resolved  
20 under the procedures of ELC 13.3(b)(2).

21 30. Reinstatement is to be followed by a two-year period of probation under ELC 13.8  
22 during which:



1 (1) Respondent is to remain under the care of a treating mental health professional and will  
2 comply with the recommendations of her treating mental health professional as to treatment.  
3 The treating mental health professional will make quarterly reports to disciplinary counsel as to  
4 whether Ms. Scott is remaining in treatment and complying with treatment recommendations.

5 (2) There will be periodic reviews of Respondent's trust account practices, with Respondent to  
6 comply with the specific probation terms set forth below:

7 (a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC  
8 1.15B, and shall carefully review the Association's publication, Managing Client Trust  
9 Accounts: Rules, Regulations, and Common Sense.

10 (b) For all client matters, Respondent shall have a written fee agreement signed by the  
11 client, which agreements are to be maintained for least seven years (see RPC  
12 1.15B(a)(3)).

13 (c) On a quarterly basis, Respondent shall provide the Association's audit staff with all  
14 trust-account records for the time period to be reviewed by the Association's audit staff  
15 and disciplinary counsel for compliance with the RPC:

16 (i) Months 1 – 3. By no later than the 30th day of the fourth month after Re-  
17 spondent's reinstatement, Respondent shall provide the trust account records  
18 from the date of her reinstatement to the end of the third full month.

19 (ii) Months 4 – 6. By no later than the 30th day of the seventh month after Re-  
20 spondent's reinstatement, Respondent shall provide the trust account records  
21 from the end of the previously provided quarter through the end of month six.

22 (iii) Months 7 – 9. By no later than the 30th day of the tenth month after Re-  
23 spondent's reinstatement, Respondent shall provide the trust account records  
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1 from the end of the previously provided quarter through the end of month nine.

2 (iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after  
3 Respondent's reinstatement, Respondent shall provide the trust account records  
4 from the end of the previously provided quarter through the end of month twelve.

5 (v) Months 13– 15. By no later than the 30th day of the sixteenth month after  
6 Respondent's reinstatement, Respondent shall provide the trust account records  
7 from the end of the previously provided quarter through the end of month fifteen.

8 (vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after  
9 Respondent's reinstatement, Respondent shall provide the trust account records  
10 from the end of the previously provided quarter through the end of month eight-  
11 een.

12 (vii) Months 19 – 21. By no later than the 30th day of the twenty-second month  
13 after Respondent's reinstatement, Respondent shall provide the trust account  
14 records from the end of the previously provided quarter through the end of month  
15 twenty-one.

16 The trust account records Respondent provides to the Association for each quarterly re-  
17 view of her trust account will include: (a) a complete checkbook register for her trust ac-  
18 count covering the period being reviewed, (b) complete individual client ledger records  
19 for any client with funds in Respondent's trust account during all or part of the period  
20 being reviewed, as well as for Respondent's own funds in the account (if any), (c) copies  
21 of all trust-account bank statements, deposit slips, and cancelled checks covering the pe-  
22 riod being reviewed, (d) copies of all trust account client ledger reconciliations for the  
23 period being reviewed, and (e) copies of reconciliations of Respondent's trust account  
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1 check register covering the period being reviewed. The Association's Audit Manager or  
2 designee will review Respondent's trust account records for each period.

3 (d) On the same quarterly time schedule set forth in the preceding paragraph, Respond-  
4 ent will provide the Association's Audit Manager or designee with copies of any and all  
5 fee agreements entered into within the time period at issue.

6 (e) The Association's Audit Manager or designee may request additional financial or  
7 client records if needed to verify Respondent's compliance with RPC 1.15A and/or  
8 1.15B. Within twenty days of a request from the Association's Audit Manager or de-  
9 signee for additional records needed to verify Respondent's compliance with RPC 1.15A  
10 and/or RPC 1.15B, Respondent will provide the Association's Audit Manager or design-  
11 ee the additional records requested.

12 (f) Respondent will reimburse the Washington State Bar Association for time spent by  
13 the Association's Audit Manager or designee in reviewing and reporting on Respond-  
14 ent's records to determine his/her compliance with RPC 1.15A and RPC 1.15B, at the  
15 rate of \$85 per hour. Respondent will make payment within thirty days of each written  
16 invoice setting forth the auditor's time and payment due.

## 17 VII. RESTITUTION

18 31. Respondent has made a full and complete refund to Ms. Peterson of all funds. With  
19 respect to the violations related to Respondent's operation of her trust account, there is no show-  
20 ing of any loss of client funds. As such, no restitution is appropriate.

1 **VIII. COSTS AND EXPENSES**

2 32. Respondent shall pay attorney fees and administrative costs of \$3,473.93 in accord-  
3 ance with ELC 13.9(i). Respondent and the Association agree to a payment plan, without inter-  
4 est, by which Respondent will pay by the last day of the first 11 calendar quarters of her three-  
5 year suspension, the sum of \$300 to the Association, and will make a final payment of \$173.93  
6 by the last day of the 12<sup>th</sup> calendar quarter of her three-year suspension. Should Respondent fail  
7 to pay any of these payments within ten days of the due date, the entire unpaid balance of the  
8 attorney fees and administrative costs will be due and owing, and the Association will seek a  
9 money judgment under ELC 13.9(l) if these costs are not then paid within 30 days. Any pay-  
10 ment plan entered into subsequent to a default will bear interest as provided by ELC  
11 13.9(i)(e)(A).

12 **IX. VOLUNTARY AGREEMENT**

13 33. Respondent states that prior to entering into this Stipulation she has consulted inde-  
14 pendent legal counsel regarding this Stipulation, that Respondent is entering into this Stipulation  
15 voluntarily, and that no promises or threats have been made by the Association, nor by any rep-  
16 resentative thereof, to induce the Respondent to enter into this Stipulation except as provided  
17 herein.

18 **X. LIMITATIONS**

19 34. This Stipulation is a compromise agreement intended to resolve this matter in ac-  
20 cordance with the purposes of lawyer discipline while avoiding further proceedings and the ex-  
21 penditure of additional resources by the Respondent and the Association. Both the Respondent  
22 lawyer and the Association acknowledge that the result after further proceedings in this matter  
23 might differ from the result agreed to herein.  
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1           35. This Stipulation is not binding upon the Association or the respondent as a statement  
2 of all existing facts relating to the professional conduct of the respondent lawyer, and any addi-  
3 tional existing facts may be proven in any subsequent disciplinary proceedings.

4           36. This Stipulation results from the consideration of various factors by both parties, in-  
5 cluding the benefits to both by promptly resolving this matter without the time and expense of  
6 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As  
7 such, approval of this Stipulation will not constitute precedent in determining the appropriate  
8 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in  
9 subsequent proceedings against Respondent to the same extent as any other approved Stipula-  
10 tion.

11           37. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary  
12 Board shall have available to it for consideration all documents that the parties agree to submit  
13 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that  
14 form the record before the Board for its review become public information on approval of the  
15 Stipulation by the Board, unless disclosure is restricted by order or rule of law. Not withstand-  
16 ing the foregoing, the parties stipulate to a protective order under ELC 3.2(c) to preclude public  
17 disclosure or public filing of the confidential medical report that is attached as Attachment A  
18 and is filed under seal.

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

22           39. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this  
23 Stipulation will have no force or effect, and neither it nor the fact of its execution will be admis-  
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1 | sible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary pro-  
2 | ceeding, or in any civil or criminal action.

3 |       WHEREFORE the undersigned being fully advised, adopt and agree to the facts and  
4 | terms of this Stipulation to Discipline as set forth above.

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Robin Scott  
Robin L. Scott, Bar No. 18274  
Respondent

Dated: 9-20-2012

Kurt M. Bullmer  
Kurt M. Bullmer, Bar No. 5859  
Counsel for Respondent

Dated: 9/20/12

Randy Beitel  
Randy Beitel, Bar No. 7177  
Senior Disciplinary Counsel

Dated: 9/20/12