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OCT 02 2013

DISCIPLINARY BOARD

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
ERASMO JOHN COMPATORE,
Lawyer (Bar No. 19376).

Proceeding No. 10#00098
AFFIDAVIT OF ERASMO JOHN
COMPATORE RESIGNING FROM
MEMBERSHIP IN WASHINGTON STATE
BAR ASSOCIATION (ELC 9.3(b))

Erasmo John Compatore, being duly sworn, hereby attests to the following:

1. I am over the age of eighteen years and am competent. I make the statements in this affidavit from personal knowledge.
2. I was admitted to practice law in the State of Washington on June 12, 1990.
3. I was served with the First Amended Formal Complaint and Notice to Answer in this matter on January 25, 2012. The proceeding was deferred, and an Answer is due on October 4, 2013.
4. After consultation with my counsel, Leland Ripley, I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Disbarment under Rule for Enforcement of Lawyer Conduct (ELC) 9.3.

DBB

1 5. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged
2 misconduct for purposes of ELC 9.3(b). While not admitting the misconduct in the Attached
3 Statement of Misconduct, attached hereto as Exhibit A, I admit that the Association could
4 prove, by a clear preponderance of the evidence, the violations set forth in Exhibit A, and that
5 proof of such violations would suffice to result in my disbarment.

6 6. I am submitting with this affidavit a confession of judgment in the amount of
7 \$1,000 made out to the Washington State Bar Association as payment for expenses and costs.

8 7. I agree to pay any restitution or additional costs that may be ordered by a Review
9 Committee under ELC 9.3(g).

10 8. I understand that my resignation is permanent and that any future application by
11 me for reinstatement as a member of the Association is currently barred. If the Supreme Court
12 changes this rule or an application is otherwise permitted in the future, it will be treated as an
13 application by one who has been disbarred for ethical misconduct, and that, if I file an
14 application, I will not be entitled to a reconsideration or reexamination of the facts, complaints,
15 allegations, or instances of alleged misconduct on which this resignation was based.

16 9. I agree to (a) notify all other states and jurisdictions in which I am admitted,
17 including California, of this resignation in lieu of disbarment; (b) seek to resign permanently
18 from the practice of law in California; and (c) provide disciplinary counsel with copies of this
19 notification and any response(s).

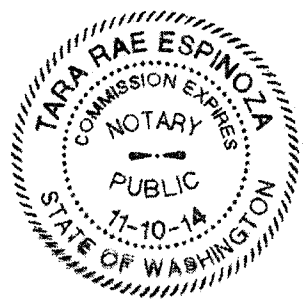
20 10. I agree to (a) notify all other professional licensing agencies in any jurisdiction
21 from which I have a professional license that is predicated on my admission to practice law of
22 this resignation in lieu of disbarment; (b) seek to resign permanently from any such license; and
23 (c) provide disciplinary counsel with copies of any of these notifications and any responses.

1 11. I agree that when applying for any employment, I will disclose the resignation in
2 lieu of disbarment in response to any question regarding disciplinary action or the status of my
3 license to practice law.
4 12. I understand that my resignation becomes effective on disciplinary counsel's filing
5 of this document with the clerk, and that under ELC 9.3(c) disciplinary counsel must do so
6 promptly on receipt.
7 13. When my resignation becomes effective, I agree to be subject to all restrictions that
8 apply to a disbarred lawyer.
9 14. Upon filing of my resignation, I agree to comply with the same duties as a
10 disbarred lawyer under ELC 14.1 through ELC 14.4.
11 15. I understand that after my resignation becomes effective, it is permanent. I will
12 never be eligible to apply and will not be considered for admission or reinstatement to the
13 practice of law nor will I be eligible for admission for any limited practice of law.
14 16. I certify under penalty of perjury under the laws of the State of Washington that
15 the foregoing is true and correct.

16 10/1/13 SEATTLE WA
17 Date and Place

Erasmus John Compatore
Erasmus John Compatore, Bar No. 19376

18 SUBSCRIBED AND SWORN to before me this 1 day of October, 2013.
19



[Signature]
NOTARY PUBLIC for the state of
Washington, residing at 2212 Queen Ave
N. Seattle WA 98109
My commission expires: 11-10-14

EXHIBIT A

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In re

ERASMO JOHN COMPATORE,

Lawyer (Bar No. 19376).

Proceeding No. 10#00098

STATEMENT OF ALLEGED
MISCONDUCT UNDER ELC 9.3(b)(1)

14 The following constitutes a Statement of Alleged Misconduct under Rule 9.3(b)(1) of
15 the Rules for Enforcement of Lawyer Conduct (ELC).

16 **I. ADMISSION TO PRACTICE**

17 1. Respondent Erasmo John Compatore was admitted to the practice of law in the
18 State of Washington on June 12, 1990.

19 **II. ALLEGED FACTS**

20 The Jennings Trust

21 1. The John Thomas Jennings Testamentary Trust (the Trust) is a children's trust
22 created by the Last Will and Testament of John Thomas Jennings.

23 2. Mr. Jennings died in December 2007.

1 3. Respondent was Mr. Jennings's friend and drafted Mr. Jennings's Will and the
2 Trust.

3 4. In April 2009, Respondent became the trustee of the Trust.

4 5. The majority of the Trust's assets were held in an account at USB Financial
5 Services Inc. (USB).

6 6. In late April or early May 2010, USB froze the Trust's account due to unusual
7 activity.

8 7. In June 2010, Respondent resigned and a successor trustee was appointed.

9 8. During the time that Respondent served as trustee, he removed approximately
10 \$113,000 of Trust funds for his own benefit.

11 9. Respondent was not entitled to these funds.

12 10. Respondent took the funds for his own benefit.

13 The Eidson Grievance

14 11. Phillip Eidson contacted Respondent on May 27, 2010, to represent him in a
15 parenting plan action.

16 12. On June 1, 2010, Respondent called Mr. Eidson and stated that his schedule had
17 freed up and he was able to represent him.

18 13. On June 2, 2010, Phillip and Tonia Eidson (the Eidsons) paid Respondent \$2,500
19 via a credit card.

20 14. Respondent deposited the fee directly into his general account.

21 15. Respondent had not yet earned the fee when he placed it in his general account.

22 16. On June 7, 2010, Tonia Eidson sent Respondent an email informing him that they
23 no longer needed his services, and asking for a refund of any unearned fees. On that same date,
24 Respondent sent an email to Tonia stating, "Yes, we will credit your credit card for the unused

1 balance.”

2 17. Tonia sent emails dated June 15, 2010, July 16, 2010, July 19, 2010, and July 22,
3 2010, to Respondent, again requesting a refund.

4 18. The Eidsons never received a refund.

5 19. In July 2010, the Eidsons filed a grievance.

6 20. In his response to the Association, Respondent claimed to have begun work on the
7 case before May 27, 2010 and claimed that he sent check No. 2218, in the amount of \$526, to
8 the Eidsons on August 2, 2010. He stated that after receiving the grievance, he inquired with
9 his bank as to whether the check had cleared, learned it had not, and sent another check, No.
10 2455, on September 2, 2010. These statements were false.

11 The Chamberlain Grievance

12 21. On April 12, 2010, Henry Chamberlain hired Respondent to represent him in a
13 parenting plan action.

14 22. On April 26, 2010, Mr. Chamberlain’s father paid Respondent \$5,000.

15 23. Respondent deposited the fee directly into his general account.

16 24. Respondent had not yet earned the fee when it was placed into his general account.

17 25. Respondent did not provide Mr. Chamberlain with a written fee agreement or
18 billing statements.

19 26. Respondent orally agreed to charge Mr. Chamberlain \$200 per hour. But
20 Respondent actually charged Mr. Chamberlain \$250 per hour.

21 27. On June 11, 2010, Mr. Chamberlain terminated Respondent’s services. He
22 requested that Respondent provide him with an itemized bill. Respondent did not provide him
23 with one.

24 28. On August 2, 2010, Mr. Chamberlain filed a grievance with the Association.

1 29. On December 6, 2010, the Association received Respondent's response to Mr.
2 Chamberlain's grievance. Respondent claimed that he provided four monthly billing statements
3 to Mr. Chamberlain and that he refunded the "unused portion of his retainer" on June 28, 2010.
4 These statements were false.

5 30. Respondent later refunded Mr. Chamberlain \$296.39.

6 **III. ALLEGED MISCONDUCT.**

7 31. By misappropriating monies belonging to the Trust, Respondent violated RPC
8 8.4(c) and RPC 8.4(n).

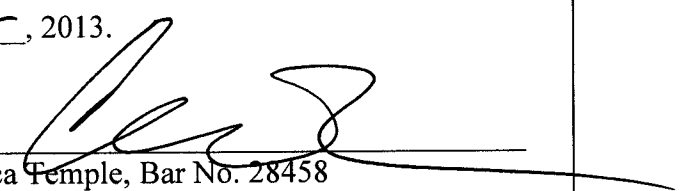
9 32. By depositing Mr. Eidson's and Mr. Chamberlain's unearned fees directly into his
10 general account, and holding their unearned fees even after they were entitled to a refund,
11 Respondent violated RPC 1.15A(c) and RPC 1.16(d).

12 33. By making false statements to the Association, Respondent violated RPC 8.1 and
13 RPC 8.4(c).

14 34. By charging Mr. Chamberlain \$250 per hour after agreeing that his hourly rate
15 would be \$200 per hour, Respondent violated RPC 1.5(a).

16 35. By failing to send Mr. Chamberlain billing statements or explain how he would be
17 charged, Respondent violated RPC 1.5(b).

18
19 DATED this 24th day of September, 2013.

20
21 
22 Erica Temple, Bar No. 28458
23 Disciplinary Counsel
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