

DEC 07 2017

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**MARK EVAN DIDRICKSON,**

Lawyer (Bar No. 20349).

Proceeding No. 17#00088

ODC File No(s). 09-01812, 11-01433

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to reprimand is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel M Craig Bray and Respondent lawyer Mark Evan Didrickson.

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 favorable or less favorable to him. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct and sanction to

Stipulation to Reprimand  
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OFFICE OF DISCIPLINARY COUNSEL  
OF THE WASHINGTON STATE BAR ASSOCIATION  
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1 avoid the risk, time, and expense attendant to further proceedings.

2 **I. ADMISSION TO PRACTICE**

3 1. Respondent was admitted to practice law in the State of Washington on February 1,  
4 1991.

5 **II. STIPULATED FACTS**

6 2. Respondent represented his mother-in-law Carmen Cobb in a medical malpractice  
7 case.

8 3. Respondent settled Ms. Cobb's claim for \$77,500, deposited funds in trust, made  
9 appropriate disbursements, and held \$21,000 in trust for the purpose of paying subrogated insurer  
10 claims when amounts were settled.

11 4. Respondent took a 25 percent contingent fee based on an oral agreement with Ms.  
12 Cobb.

13 5. Respondent did not have a written contingent fee agreement with Ms. Cobb.

14 6. Between 2002 and 2007, on four occasions, Respondent borrowed \$8,500 from Ms.  
15 Cobb with her consent.

*a total  
of \$8,500*

16 7. At the times Respondent borrowed the funds, Ms. Cobb was still a client.

17 8. At the times Respondent borrowed the funds, Ms. Cobb did not have diminished  
18 mental or physical capacity.

19 9. By borrowing funds from Ms. Cobb, Respondent entered into business transactions  
20 with a client.

21 10. The terms of the loans were not transmitted in writing.

22 11. Respondent told Ms. Cobb that they needed to meet and put the loans in writing, but  
23 she said it was not a priority.

1 12. Respondent suggested a 6.5 percent interest rate in a letter to Ms. Cobb, but no term  
2 for payment of interest was ever agreed on or reduced to writing.

3 13. Respondent did not advise Ms. Cobb to seek advice of independent counsel before  
4 lending him the money.

5 14. Ms. Cobb died in 2009.

6 15. Respondent made no payments on the loan until the issue came up during the  
7 probate of Ms. Cobb's estate.

8 16. On May 18, 2010, Respondent repaid the \$8,500 principal to Ms. Cobb's estate.

9 17. Respondent did not pay interest on the borrowed funds.

10 18. The personal representative of the estate did not pursue the payment of interest and  
11 treated the loans as if they were paid in full.

12 19. The estate was closed.

### 13 III. STIPULATION TO VIOLATIONS

14 20. By taking a contingent fee in a matter without having a written fee agreement,  
15 Respondent violated RPC 1.5(c)(1).

16 21. By entering into business transactions with a client on terms that were not  
17 transmitted in writing, and by not advising the client to seek advice of an independent lawyer  
18 regarding the transactions, Respondent violated RPC 1.8(a).

### 19 IV. PRIOR DISCIPLINE

20 22. Respondent does not have any prior public discipline.

### 21 V. APPLICATION OF ABA STANDARDS

22 23. The following American Bar Association Standards for Imposing Lawyer Sanctions  
23 (1991 ed. & Feb. 1992 Supp.) apply to this case:

1 ABA Standard 4.3:

- 2 4.31 Disbarment is generally appropriate when a lawyer, without the informed  
3 consent of client(s):  
4 (a) engages in representation of a client knowing that the lawyer's  
5 interests are adverse to the client's with the intent to benefit the  
6 lawyer or another, and causes serious or potentially serious injury  
7 to the client; or  
8 (b) simultaneously represents clients that the lawyer knows have  
9 adverse interests with the intent to benefit the lawyer or another,  
10 and causes serious or potentially serious injury to a client; or  
11 (c) represents a client in a matter substantially related to a matter in  
12 which the interests of a present or former client are materially  
13 adverse, and knowingly uses information relating to the  
14 representation of a client with the intent to benefit the lawyer or  
15 another and causes serious or potentially serious injury to a client.
- 16 4.32 Suspension is generally appropriate when a lawyer knows of a conflict of  
17 interest and does not fully disclose to a client the possible effect of that  
18 conflict, and causes injury or potential injury to a client.
- 19 4.33 Reprimand is generally appropriate when a lawyer is negligent in  
20 determining whether the representation of a client may be materially  
21 affected by the lawyer's own interests, or whether the representation will  
22 adversely affect another client, and causes injury or potential injury to a  
23 client.
- 24 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.

16 ABA Standard 7.0

- 17 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in  
18 conduct that is a violation of a duty owed as a professional with the intent  
19 to obtain a benefit for the lawyer or another, and causes serious or  
20 potentially serious injury to a client, the public, or the legal system.
- 21 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
22 conduct that is a violation of a duty owed as a professional and causes  
23 injury or potential injury to a client, the public, or the legal system.
- 24 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.

24. Respondent's mental state was negligent.

1 25. Respondent's conduct injured Ms. Cobb in that she lost the use of the funds during  
2 the period of the loan and did not earn any interest.

3 26. The presumptive sanction is reprimand under ABA Standards 4.33 and 7.3.

4 27. The following aggravating factors apply under ABA Standard 9.22:

- 5 (d) multiple offenses; and  
6 (i) substantial experience in the practice of law.

7 28. The following mitigating factors apply under ABA Standard 9.32:

- 8 (a) absence of a prior disciplinary record; and  
9 (l) remorse.

10 29. It is an additional mitigating factor that Respondent has agreed to resolve this matter  
11 at an early stage of the proceedings.

12 30. On balance the aggravating and mitigating factors do not require a departure from  
13 the presumptive sanction.

#### 14 VI. STIPULATED DISCIPLINE

15 31. The parties stipulate that Respondent shall receive a Reprimand for his conduct.

#### 16 VII. RESTITUTION

17 32. There is no restitution owing in this matter because the principal was paid, there was  
18 no agreement for payment of interest at any set interest rate, the personal representative of the  
19 estate did not pursue payment of interest, and the estate was closed.

#### 20 VIII. COSTS AND EXPENSES

21 33. In light of Respondent's willingness to resolve this matter by stipulation at an early  
22 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in  
23 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(i) if  
24 these costs are not paid within 30 days of entry of an order approving this stipulation.

1 **IX. VOLUNTARY AGREEMENT**

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

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

9 **X. LIMITATIONS**

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

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

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


1 Stipulation.

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

5 40. If this Stipulation is approved by the Hearing Officer, it will be followed by the  
6 disciplinary action agreed to in this Stipulation. All notices required in the Rules for  
7 Enforcement of Lawyer Conduct will be made.

8 41. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have  
9 no force or effect, and neither it nor the fact of its execution will be admissible as evidence in  
10 the pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil  
11 or criminal action.

12 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation  
13 to Discipline as set forth above.

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15 \_\_\_\_\_  
16 Mark Evan Didrickson, Bar No. 20349  
17 Respondent

Dated: December 5, 2017

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19 \_\_\_\_\_  
20 M Craig Bray, Bar No. 20821  
21 Disciplinary Counsel

Dated: 12/5/2017