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FILED

OCT 29 2013

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

PAUL TAYLOR FERRIS,

Lawyer (Bar No. 20483).

Proceeding No. 13#00046

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND HEARING OFFICER'S
RECOMMENDATION

In accordance with Rule 10.6 of the Rules for Enforcement of Lawyer Conduct (ELC),
the undersigned Hearing Officer held a default hearing on October 28, 2013.

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW
REGARDING CHARGED VIOLATIONS**

1. The Formal Complaint (Bar File No. 6), charged Paul Taylor Ferris with misconduct
as set forth therein.

2. Under ELC 10.6(a)(4), the Hearing Officer finds that each of the facts set forth in the
Formal Complaint, which is attached as Appendix A, is admitted and established.

3. Under ELC 10.6(a)(4), the Hearing Officer concludes that the violations charged in
the Formal Complaint (Bar File No. 6) are admitted and established as follows:

4. **Count 1:** By failing to deposit the advance fee paid by Guy Seely (Seely) into a trust

019

1 account, Respondent violated RPC 1.15A(c).

2 5. **Count 2:** By failing to provide Seely with a written accounting, Respondent violated
3 RPC 1.15A(e).

4 6. **Count 3:** By failing to return unearned fees and costs to Seely, Respondent violated
5 RPC 1.15A(f), RPC 1.16(d), and RPC 1.5(a).

6 7. **Count 4:** By failing to timely return unearned fees and costs to other clients with
7 funds remaining in Respondent's IOLTA account, Respondent violated RPC 1.15A(f), RPC
8 1.16(d), and RPC 1.5(a).

9 8. **Count 5:** By failing to diligently represent Seely, Respondent violated RPC 1.3 and
10 RPC 3.2.

11 9. **Count 6:** By misrepresenting to Seely the reasons for the delay in obtaining the order,
12 and/or by otherwise failing to adequately communicate with the Seelys and keep them informed
13 about the status of their matter, Respondent violated RPC 1.4(a)(3) and RPC 8.4(c).

14 10. **Count 7:** By failing to comply with the duties upon suspension with regard to the
15 Seelys and/or other clients, including the duties to (1) notify clients of the suspension, (2) advise
16 the court and opposing parties of the inability to act on the client's behalf, (3) return client
17 property, and (4) file an affidavit of compliance, Respondent violated RPC 8.4(l) and ELC 1.5,
18 ELC 14.1, and ELC 14.3.

19 11. **Count 8:** By failing to cooperate with the Association's investigation of the Seely
20 grievance, Respondent violated RPC 8.4(l), ELC 1.5, and ELC 5.3(e) and (f).

21 12. **Count 9:** By failing to diligently represent Kevin Knutt (Knutt) and by failing to
22 adequately communicate with him, Respondent violated RPC 1.3, RPC 3.2, and RPC 1.4(a).

23 13. **Count 10:** By failing to return unearned fees to Knutt, Respondent violated RPC
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1 1.16(d), RPC 1.15A(f), and RPC 1.5(a).

2 14. **Count 11:** By failing to cooperate with the Association's investigation of Knutt's
3 grievance, Respondent violated RPC 8.4(l), ELC 1.5, and ELC 5.3(e) and (f).

4 15. **Count 12:** By failing to diligently represent Richard Twaro (Twaro), and/or by
5 failing to adequately communicate with Twaro, Respondent violated RPC 1.3 and RPC 1.4(a).

6 16. **Count 13:** By failing to return unearned fees to Twaro, Respondent violated RPC
7 1.16(d), RPC 1.15A(f), and RPC 1.5(a).

8 17. **Count 14:** By failing to cooperate with the Association's investigation of Twaro's
9 grievance, Respondent violated RPC 8.4(l), ELC 1.5, and ELC 5.3(e) and (f).

10 18. **Count 15:** By failing to promptly pursue the restoration of Marina Campbell's gun
11 rights and/or by failing to keep her informed about the result of her legal matter, Respondent
12 violated RPC 1.3, RPC 3.2, and RPC 1.4(a).

13 19. **Count 16:** By failing to cooperate with the Association's investigation of the
14 Campbells' grievance, Respondent violated RPC 8.4(l), ELC 1.5, and ELC 5.3(e) and (f).

15 20. **Count 17:** By failing to diligently and promptly pursue Brady Penttila's
16 (Penttila's) gun rights, and/or by failing to keep him informed about the result of her legal
17 matter, Respondent violated RPC 1.3, RPC 3.2, and RPC 1.4(a).

18 21. **Count 18:** By failing to cooperate with the Association's investigation of
19 Penttila's grievance, Respondent violated RPC 8.4(l), and ELC 1.5, and ELC 5.3(e) and (f).

20 **FINDINGS OF FACTS AND CONCLUSIONS OF LAW**
21 **REGARDING RECOMMENDED SANCTION**

22 **GENERAL FACTS**

23 22. During all material times, Respondent's law practice focused on representing clients
24 who sought to have their right to purchase and/or possess firearms restored.

1 23. During all material times, Respondent resided in Ellensburg, Washington.

2 24. During the Spring and Summer of 2012, Respondent was not diligently handling
3 client matters.

4 25. During the Fall of 2012 and Winter of 2012-2013, Respondent knowingly ceased
5 practicing law and abandoned his law practice (except that he briefly appeared on behalf of a
6 client in February 2013).

7 26. Respondent knowingly did not inform clients that he ceased the practice of law and
8 that he was no longer working on their cases.

9 27. On February 21, 2013, the Supreme Court suspended Respondent from the practice
10 of law on an interim basis pursuant to ELC 7.2(a)(3) for failing to cooperate with the
11 Association's investigations of the grievances filed by Knutt and Twaro, which are discussed
12 below.

13 28. Respondent currently remains suspended under the Court's February 21, 2013
14 order.

15 **FACTS REGARDING GUY SEELY**

16 29. On April 22, 2011, Seely hired Respondent to seek the vacation of a prior
17 misdemeanor conviction in Chelan County and to seek the restoration of his right to possess
18 firearms in connection with a 1993 felony conviction in King County.

19 30. Seely paid Respondent an advance flat fee of \$1,800 plus advance costs of \$230.

20 31. Respondent's written fee agreement inaccurately referred to the advance fee as a
21 "nonrefundable retainer." Respondent intentionally added this provision to the fee agreement in
22 an attempt to circumvent the requirement in RPC 1.15A(c) to deposit and maintain advance fees
23 in a trust account.
24

1 32. The written fee agreement for Seely did not contain the required language in RPC
2 1.5(f)(2) authorizing Respondent to deposit the advance flat fee into his general account.

3 33. On April 28, 2011, Respondent knowingly deposited the \$1,800 in advance fees
4 paid by Seely into his general account. Respondent spent these funds before the funds were
5 earned.

6 34. On April 30, 2011, Respondent deposited the \$230 in advance costs paid by Seely
7 into his Interest on Lawyer's Trust Account (IOLTA account).

8 35. Respondent negligently failed to provide Seely with an annual written accounting
9 as required by RPC 1.15A(e).

10 36. Respondent knowingly did not diligently pursue Seely's legal matters.

11 37. Respondent knowingly never pursued the vacation of Seely's misdemeanor
12 conviction in Chelan County.

13 38. On June 21, 2012, Respondent filed sufficient documentation in King County
14 Superior Court to obtain an order restoring Seely's right to possess firearms without a hearing.
15 This documentation included a declaration from the prosecutor agreeing that Seely "meets the
16 statutory requirements for an order restoring the right to possess firearms pursuant to RCW
17 9.41.04(4)" and that the prosecutor "is not aware of any fact or circumstance that disqualifies
18 [Seely] from having the right to possess firearms restored under Washington State law."

19 39. After June 21, 2012, Respondent never took any actions to pursue the entry of an
20 order in King County Superior Court restoring Seely's right to possess firearms.

21 40. Respondent never provided Seely with copies of the documentation he filed in
22 King County Superior Court.

23 41. In August and/or September 2012, Respondent received emails from Seely
24

1 complaining about the length of time it was taking to complete the matter. One email informed
2 Respondent that Seely was being treated for a brain tumor and asked him to promptly attend to
3 his legal matters so that he could have something to "feel good about."

4 42. On October 12, 2012, Respondent sent an email to Seely that falsely and
5 inaccurately blamed the prosecutor and the court for the delay. At the time, Respondent knew
6 his statement was inaccurate.

7 43. Respondent's false and deceitful statements caused actual and/or potential harm to
8 Seely. An order restoring Seely's right to possess firearms could have been promptly obtained
9 by Respondent or *pro se* from the Court after June 21, 2012.

10 44. On or about November 21, 2012, Respondent received an email from Seely's wife
11 complaining that Respondent was not returning the Seelys' telephone calls. The email from
12 Seely's wife requested Respondent to return the funds they paid.

13 45. In or about late February 2013, Respondent received a letter from the Association
14 discussing his duties upon suspension relating to the order of interim suspension entered by the
15 court on February 21, 2013. The Association's letter informed Respondent of his duties to,
16 among other things, (1) notify all clients of his suspension and inability to further represent
17 them, (2) notify the court or tribunal of his inability to act in any pending case, (3) file an
18 affidavit of compliance with ELC 14.3 and the provisions of Title 14 of the ELC within 25 days
19 of suspension, and (4) return client assets upon request.

20 46. Respondent knowingly never informed Seely of his suspension.

21 47. Respondent knowingly did not withdraw from Seely's pending matter and never
22 informed the court or prosecutor of his inability to further represent Mr. Seely.

23 48. Respondent knowingly never returned any unearned advance fees or costs to
24

1 Seely.

2 49. Respondent knowingly never filed an affidavit of compliance with ELC 14.3 and
3 Title 14 of the ELC.

4 50. Respondent's IOLTA account records reflect that as of April 30, 2013, his trust
5 account contained \$1,494 in advance costs and/or fees belonging to Seely and/or other clients.

6 51. Respondent knowingly failed to timely return unearned fees and/or costs to other
7 clients.

8 52. On March 6, 2013, Seely filed a grievance against Respondent with the
9 Association.

10 53. Respondent received a copy of Mr. Seely's grievance and the Association's March
11 14, 2013 letter requesting Respondent to file a written response within 30 days.

12 54. Respondent knowingly did not file a written response or otherwise cooperate with
13 the Association's investigation of Seely's grievance.

14 55. Respondent's failure to cooperate with the disciplinary investigation of Seely's
15 grievance caused actual and/or potential harm and injury to the Office of Disciplinary Counsel
16 (ODC) in the form of increased effort and costs, and to the lawyer discipline system as a whole.

17 56. On April 28, 2013, Seely died from complications related to his brain tumor.

18 57. Respondent's lack of diligence and lack of communication caused actual and/or
19 potential injury to Mr. Seely, who was seeking the restoration of his right to possess firearms
20 before he died.

21 58. Respondent's failure to return unearned advance fees and costs caused actual
22 injury to Seely and/or to his estate.

23 59. Respondent failure to promptly return unearned advance fees and/or costs to other
24

1 clients caused actual and/or potential harm.

2 **FACTS REGARDING KEVIN KNUTT**

3 60. On December 11, 2011, Knutt hired Respondent to seek the return of Knutt's right
4 to purchase firearms. Knutt paid Respondent a flat fee of \$750 to handle the matter.

5 61. Respondent knew that he needed to file a Voluntary Appeal File application (VAF)
6 with the Federal Bureau of Investigation National Instant Criminal Background Check System
7 (NICS) to pursue Knutt's right to purchase firearms.

8 62. During March 2012, Respondent received emails and telephone messages from
9 Knutt requesting the status of his case.

10 63. Respondent knowingly did not respond to Knutt's emails and telephone messages.

11 64. Respondent knowingly did not file Knutt's VAF with the NICS.

12 65. Respondent knowingly did not diligently pursue Knutt's matter.

13 66. Respondent never returned unearned fees to Knutt.

14 67. Respondent's failure to diligently pursue Knutt's claim caused actual and/or
15 potential harm to Knutt.

16 68. Respondent's failure to return unearned fees to Knutt caused actual harm to Knutt.

17 69. On October 1, 2012, Knutt filed a grievance with the Association.

18 70. Respondent received Knutt's grievance and the Association's October 2, 2012
19 letter requesting Respondent to file a written response to Knutt's grievance within 30 days.

20 71. Respondent knowingly never filed a response to Knutt's grievance.

21 72. Respondent's failure to cooperate with the Association's investigation resulted in
22 ODC expending resources and costs related to filing a petition for interim suspension with the
23 Washington State Supreme Court, which was granted on February 21, 2013.

1 73. Respondent's failure to cooperate with the disciplinary investigation of Knutt's
2 grievance caused actual and/or potential harm and injury to ODC in the form of increased effort
3 and costs, and to the lawyer discipline system as a whole.

4 **FACTS REGARDING RICHARD TWARO**

5 74. On December 5, 2011, Respondent was hired by Twaro to seek the return of
6 Twaro's right to purchase firearms by filing a VAF with NICS.

7 75. Twaro paid Respondent a flat fee of \$750 to handle the matter.

8 76. After being hired by Twaro, Respondent routinely received emails from him
9 inquiring about the status of Twaro's application and complaining about the amount of time it
10 was taking to resolve the matter.

11 77. On February 21, 2012, Respondent sent Twaro an email stating that it will take "3-
12 6 months to receive a response from NICS."

13 78. On May 7, 2012, Respondent sent an email stating that "I will send the VAF
14 application in."

15 79. Respondent knowingly never filed the VAF application for Twaro.

16 80. Respondent knowingly did not diligently pursue Twaro's matter or communicate
17 with him

18 81. On or about August 9, 2012, Respondent received an email from Twaro
19 complaining about his lack of communication and demanding a refund: "Refund my money
20 now."

21 82. On August 10, 2012, Respondent responded to the email stating that he would send
22 a partial refund to Twaro, but knowingly did not do so.

23 83. Respondent received two emails from Twaro, dated September 10, 2012 and
24 September 25, 2012, complaining about the lack of progress on his application and requesting a

1 refund.

2 84. Respondent knowingly did not respond to the emails from Twaro.

3 85. Respondent knowingly never returned any funds to Twaro.

4 86. Respondent's failure to diligently pursue Twaro's claim caused actual and/or
5 potential harm to Twaro.

6 87. Respondent's failure to return unearned fees to Twaro caused actual harm to
7 Twaro.

8 88. On September 30, 2012, Twaro filed a grievance with the Association.

9 89. Respondent received Twaro's grievance and the Association's October 2, 2012
10 letter from the Association requesting Respondent to file a written response to Twaro's
11 grievance within 30 days.

12 90. Respondent knowingly did not file a written response to Twaro's grievance.

13 91. Respondent's failure to cooperate with the Association's investigation resulted in
14 ODC expending resources and costs related to filing a petition for interim suspension with the
15 Washington State Supreme Court, which was granted on February 21, 2013.

16 92. Respondent's failure to cooperate with the disciplinary investigation of Twaro's
17 grievance caused actual and/or potential harm and injury to ODC in the form of increased effort
18 and costs, and to the lawyer discipline as a whole.

19 **FACTS REGARDING THE CAMPBELLS**

20 93. In January 2012, James Campbell hired Respondent to restore the gun rights of his
21 wife Marina Campbell (formerly known as Marina Yu).

22 94. The Campbells paid Respondent a flat fee of \$1,500 to handle the matter.

23 95. During the next several months, Respondent received James Campbell's voice
24 mail and email messages requesting the status of the matter.

1 96. Respondent knowingly did not respond to James Campbell's voice mail and email
2 messages.

3 97. Respondent knowingly did not diligently handle the Campbell matter.

4 98. Respondent received James Campbell's May 4, 2012 email requesting a refund of
5 the fees he paid to him by May 8, 2012.

6 99. On June 12, 2012, Respondent filed a Petition to Restore Right to Possess Firearms
7 on behalf of Marina Campbell along with a supporting declaration.

8 100. On August 28, 2012, the court entered an Order Restoring the Right to Possess
9 Firearms in Marina Campbell's case.

10 101. Respondent did not timely inform the Campbells that the order was entered and did
11 not provide them with a copy of the order.

12 102. In October 2012, Respondent received an email from James Campbell requesting a
13 refund.

14 103. On October 18, 2012, Respondent sent an email stating that Marina Campbell's
15 gun rights were effectively restored on August 30, 2012. Respondent informed Marina
16 Campbell that he would provide him with a conformed copy of the order "next week."

17 104. Respondent never provided the Campbells with a copy of the order.

18 105. On December 11, 2012, James Campbell filed a grievance with the Association.

19 106. Respondent received the grievance and letter sent by the Association, dated
20 December 14, 2012, requesting that Respondent file a written response within 30 days.

21 107. Respondent knowingly did not file a written response to James Campbell's
22 grievance.

23 108. The Association provided the Campbells with a copy of the order restoring Marina
24

1 Campbell's gun rights.

2 109. Respondent's failure to communicate with the Campbells caused actual and/or
3 potential harm.

4 110. Respondent's failure to cooperate with the disciplinary investigation of James
5 Campbell's grievance caused actual and/or potential harm and injury to ODC in the form of
6 increased effort and costs, and to the lawyer discipline as a whole.

7 **FACTS REGARDING BRADY PENTTILA**

8 111. In April 2012, Respondent was hired by Penttila to vacate his prior conviction so
9 that his gun rights would be restored.

10 112. Penttila informed Respondent that he wanted this work completed by August 2012
11 so that he could go hunting with his son.

12 113. On April 12, 2012, Penttila paid Respondent a flat fee of \$1,500, plus an additional
13 \$230 to cover court costs. Respondent did not have a written fee agreement.

14 114. During the following months, Penttila heard nothing from Respondent and his
15 attempts to reach Respondent were unsuccessful.

16 115. On July 25, 2010, Respondent filed the Petition to Restore Firearm Rights for
17 Penttila.

18 116. On September 10, 2012, the court entered an Order Restoring the Right to Possess
19 Firearms in Penttila's matter.

20 117. Respondent never provided Penttila with a copy of the order and never informed
21 Penttila that the order had been entered.

22 118. Respondent's failure to diligently handle Penttila's matter and communicate with
23 Penttila caused actual and/or potential harm.

24 119. On December 17, 2012, Penttila filed a grievance with the Association.

1 120. Respondent received the grievance and the letter from the Association, dated
2 December 27, 2012, requesting that Respondent send a written response within 30 days.

3 121. Respondent knowingly never responded to the grievance.

4 122. The Association sent Penttila a copy of the court order restoring his gun rights.

5 123. Respondent's failure to cooperate with the disciplinary investigation of Penttila's
6 grievance caused actual and/or potential harm and injury to ODC in the form of increased effort
7 and costs, and to the lawyer discipline as a whole.

8 APPLICATION OF THE ABA STANDARDS

9 124. The following standards of the American Bar Association's Standards for
10 Imposing Lawyer Sanctions ("ABA Standards") (1991 ed. & Feb. 1992 Supp.) presumptively
11 apply in this case.

12 Presumptive Sanction for Conversion of Unearned Fee (Count 1)

13 125. ABA Standard 4.1 is applicable to Respondent's failure to deposit unearned
14 funds in the trust account in violation of RPC 1.15A(c), as alleged in Count 1.

15 4.1 *Failure to Preserve the Client's Property*

16 4.11 Disbarment is generally appropriate when a lawyer knowingly converts
17 client property and causes injury or potential injury to a client.

18 **4.12 Suspension is generally appropriate when a lawyer knows or should**
know that he is dealing improperly with client property and causes injury or
potential injury to a client.

19 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing
20 with client property and causes injury or potential injury to a client.

21 4.14 Admonition is generally appropriate when a lawyer is negligent in
22 dealing with client property and causes little or no actual or potential injury to a
client.

23 126. Respondent knowing failed to handle Seely's advance flat fee by failing to
24

1 deposit it into his trust account. Instead, Respondent knowingly deposited the advance fee into
2 his general account and spent it causing injury to Seely.

3 127. Suspension is the presumptive sanction under ABA Standard 4.12.

4 **Presumptive Sanction for Failing to Failing to Return Unearned Fees and Costs to Clients**
5 (Counts 3, 4, 10, and 13)

6 128. ABA Standard 7.0 is applicable to Respondent's failure to return unearned fees
7 and costs to clients, as alleged in Count 3, Count 4, Count 10, and Count 13.

8 ***7.0 Violations of Duties Owed as a Professional***

9 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
10 conduct that is a violation of a duty owed as a professional with the intent to
11 obtain a benefit for the lawyer or another, and causes serious or potentially
12 serious injury to a client, the public, or the legal system.

13 **7.2 Suspension is generally appropriate when a lawyer knowingly
14 engages in conduct that is a violation of a duty owed as a professional and
15 causes injury or potential injury to a client, the public, or the legal system.**

16 7.3 Reprimand is generally appropriate when a lawyer negligently engages in
17 conduct that is a violation of a duty owed as a professional and causes injury or
18 potential injury to a client, the public, or the legal system.

19 7.4 Admonition is generally appropriate when a lawyer engages in an
20 isolated instance of negligence that is a violation of a duty owed as a
21 professional, and causes little or no actual or potential injury to a client, the
22 public, or the legal system.

23 129. Respondent knowingly failed to return unearned fees and costs to Seely, Knutt,
24 Twaro, and other clients resulting in actual harm to clients.

130. Suspension in the presumptive sanction for Count 3, Count 4, Count 10, and
Count 13 under ABA Standard 7.2.

Presumptive Sanction for Lack of Diligence and Lack of Communication. (Counts 5, 6, 9,
12, 15, and 17)

131. ABA Standard 4.4 is applicable to Respondent's duty to be diligent and duty to

1 communicate with clients, in violation of RPC 1.3, RPC 1.4, RPC 3.2, and RPC 8.4(c) in
2 Counts 5, 6, 9, 12, 15, and 17.

3 **4.4 Lack of Diligence**

4 4.41 Disbarment is generally appropriate when:

- 5 (a) a lawyer abandons the practice and causes serious or potentially
6 serious injury to a client; or
7 (b) a lawyer knowingly fails to perform services for a client and
8 causes serious or potentially serious injury to a client; or
9 (c) a lawyer engages in a pattern of neglect with respect to client
10 matters and causes serious or potentially serious injury to a client.

11 4.42 **Suspension is generally appropriate when:**

- 12 (a) **a lawyer knowingly fails to perform services for a client and**
13 **causes injury or potential injury to a client, or**
14 (b) **a lawyer engages in a pattern of neglect and causes injury or**
15 **potential injury to a client.**

16 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
17 not act with reasonable diligence in representing a client, and causes
18 injury or potential injury to a client.

19 4.44 Admonition is generally appropriate when a lawyer is negligent and does
20 not act with reasonable diligence in representing a client, and causes little
21 or no actual or potential injury to a client.

22 132. Respondent knowingly failed to diligently represent and communicate with
23 Seely, Knutt, Twaro, Marina Campbell, and Penttila resulting in injury.

24 133. Respondent engaged in a pattern of neglect that caused injury or potential injury
to Seely, Knutt, Twaro, Marina Campbell, and Penttila.

134. Suspension is the presumptive sanction for Respondent's misconduct in Count 5,
Count 6, Count 9, Count 12, and Count 17 under ABA Standard 4.42(a) and (b).

**Presumptive Sanction for Lack of Cooperation and Failing to Comply with the Duties
Upon Suspension and Failing to provide an Accounting** (Counts 2, 7, 8, 11, 14, 16, and 18)

135. ABA Standard 7.0 (set forth above) is most applicable to Respondent's duty to
cooperate with Bar investigations and comply with the duties upon suspension.

1 136. Respondent knowingly failed to cooperate with the Association's investigation of
2 the grievances filed by Seely, Knutt, Twaro, James Campbell, and Penttila resulting in actual
3 and potential harm to the Association and the lawyer discipline system.

4 137. Suspension is the presumptive sanction for Respondent's misconduct in Count 8,
5 Count 11, Count 14, Count 16, and Count 18 under ABA Standard 7.2.

6 138. Respondent knowingly failed to comply with his duties upon suspension,
7 including his duty to (1) notify clients of his suspension, (2) notify the court of his inability to
8 act in any pending case, and (3) his duties to file an affidavit of compliance.

9 139. Respondent's misconduct resulted in actual and/or potential harm to Seely, the
10 court, and the lawyer discipline system.

11 140. Suspension is the presumptive sanction for failing to comply with the duties
12 upon suspension under ABA Standard 7.2 in Count 7.

13 141. Respondent negligently failed to provide Seely with an annual written
14 accounting resulting in little harm. Admonition is the presumptive sanction for Count 2 under
15 ABA Standard 7.4.

16 **Presumptive Sanction For Misconduct**

17 142. The Supreme Court has found that, where there are multiple ethical violations,
18 the "ultimate sanction imposed should at least be consistent with the sanction for the most
19 serious instance of misconduct among a number of violations." In re Disciplinary Proceeding
20 Against Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993) (quoting ABA Standards at 6).
21 Here, suspension is the most serious sanction for Respondent's misconduct. Accordingly,
22 suspension is the presumptive sanction.

23 143. The following aggravating factors set forth in Section 9.22 of the ABA Standards
24

1 apply in this case:

- 2 (c) Pattern of misconduct [Respondent engaged in several patterns of
3 misconduct, including failing to diligently represent and
4 communicate with clients, failing to return unearned fees, and
5 failing to cooperate with the Association's investigation];
- 6 (d) Multiple offenses [Respondent engaged in multiple ethical
7 violations resulting in 18 counts of misconduct];
- 8 (i) Substantial experience in the practice of law [Respondent was
9 admitted to practice in 1991]; and.
- 10 (j) Indifference to making restitution [Respondent has paid no
11 restitution to clients].

12 144. It is an additional aggravating factor that Respondent failed to file an answer to
13 the formal complaint as required by ELC 10.5(a)¹

14 145. The following mitigating factors set forth in Section 9.32 of the ABA Standards
15 apply to this case:

- 16 (a) Absence of a prior disciplinary record.

17 146. The five aggravating factors outweigh the one mitigating factor and warrant a
18 lengthy suspension. Under the circumstances, a three-year suspension is warranted.

19 RECOMMENDATION

20 147. Based on the ABA Standards and the applicable aggravating and mitigating
21 factors, the Hearing Officer recommends that Respondent Paul Ferris be suspended for three
22 years.

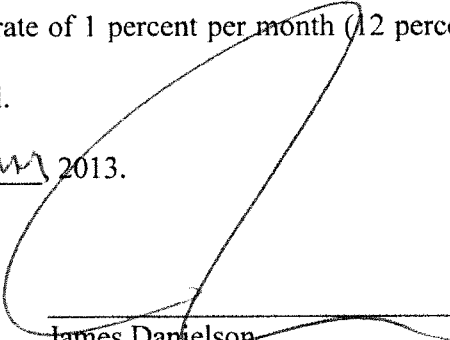
23 RESTITUTION

24 148. The Hearing Officer recommends that Respondent will be required to pay
restitution to the Estate of Guy Seely in the amount of \$2,030, Richard Twaro in the amount of

¹ ELC 10.5(a) provides: "Failure to file an answer as required may be grounds for discipline and for an order of default under rule 10.6."

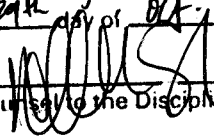
1 \$750, and Kevin Knutt in the amount of \$750. Restitution shall be paid pursuant to ELC 13.7.
2 Interest will accrue on the restitution at the rate of 1 percent per month (12 percent per annum)
3 commencing on the date this decision is final.

4 DATED this 28 day of October 2013.

5
6 
7 James Danielson
Hearing Officer

14 CERTIFICATE OF SERVICE

15 I certify that I caused a copy of the FOF, COL & HO's Recommendation
16 to be delivered to the Office of Disciplinary Counsel and to be mailed
to Paul Ferris ~~Respondent~~ Respondent's Counsel
at 105 W. 5th Ave. #108 Ellensburg, WA 98926 by Certified ~~first class mail~~
17 postage prepaid on the 29th day of Oct, 2013

18 
Clerk/Counsel to the Disciplinary Board

APPENDIX A

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FILED

AUG 15 2013

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

PAUL TAYLOR FERRIS,

Lawyer (Bar No. 20483).

Proceeding No. 13#00046

FORMAL COMPLAINT

Under Rule 10.3 of the Rules for Enforcement of Lawyer Conduct (ELC), the Washington State Bar Association (the Association) charges the above-named lawyer with acts of misconduct under the Rules of Professional Conduct (RPC) as set forth below.

ADMISSION TO PRACTICE

1. Respondent Paul Taylor Ferris was admitted to the practice of law in the State of Washington on June 3, 1991.

GENERAL FACTS

1. During all material times, Respondent's law practice focused on representing clients who sought to have their right to purchase and/or possess firearms restored.

2. During all material times, Respondent resided in Ellensburg, Washington.

3. During the Spring and Summer of 2012, Respondent was not diligently handling

1 client matters.

2 4. During the Fall of 2012 and Winter of 2012-2013, Respondent knowingly ceased
3 practicing law and abandoned his law practice (except that he briefly appeared on behalf of a
4 client in February 2013).

5 5. Respondent knowingly did not inform clients that he ceased the practice of law and
6 that he was no longer working on their cases.

7 6. On February 21, 2013, the Supreme Court suspended Respondent from the practice of
8 law on an interim basis pursuant to ELC 7.2(a)(3) for failing to cooperate with the Association's
9 investigations of the grievances filed by Knutt and Twaro, which are discussed below.

10 7. Respondent currently remains suspended under the Court's February 21, 2013 order.

11 **FACTS REGARDING GUY SEELY**

12 8. On April 22, 2011, Guy Seely hired Respondent to seek the vacation of a prior
13 misdemeanor conviction in Chelan County and to seek the restoration of his right to possess
14 firearms in connection with a 1993 felony conviction in King County.

15 9. Mr. Seely paid Respondent an advance flat fee of \$1,800 plus advance costs of \$230.

16 10. Respondent's written fee agreement inaccurately referred to the advance fee as a
17 "nonrefundable retainer." Respondent intentionally added this provision to the fee agreement in
18 an attempt to circumvent the requirement in RPC 1.15A(c) to deposit and maintain advance fees
19 in a trust account.

20 11. The written fee agreement for Mr. Seely did not contain the required language in
21 RPC 1.5(f)(2) authorizing Respondent to deposit the advance flat fee into his general account.

22 12. On April 28, 2011, Respondent knowingly deposited the \$1,800 in advance fees
23 paid by Mr. Seely into his general account. Respondent spent these funds before the funds were
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1 earned.

2 13. On April 30, 2011, Respondent deposited the \$230 in advance costs paid by Mr.
3 Seely into his Interest on Lawyer's Trust Account (IOLTA account).

4 14. Respondent negligently failed to provide Mr. Seely with an annual written
5 accounting as required by RPC 1.15A(e).

6 15. Respondent knowingly did not diligently pursue Mr. Seely's legal matters.

7 16. Respondent knowingly never pursued the vacation of Mr. Seely's misdemeanor
8 conviction in Chelan County.

9 17. On June 21, 2012, Respondent filed sufficient documentation in King County
10 Superior Court to obtain an order restoring Mr. Seely's right to possess firearms without a
11 hearing. This documentation included a declaration from the prosecutor agreeing that Mr. Seely
12 "meets the statutory requirements for an order restoring the right to possess firearms pursuant to
13 RCW 9.41.04(4)" and that the prosecutor "is not aware of any fact or circumstance that
14 disqualifies [Mr. Seely] from having the right to possess firearms restored under Washington
15 State law."

16 18. After June 21, 2012, Respondent never took any actions to pursue the entry of an
17 order in King County Superior Court restoring Mr. Seely's right to possess firearms.

18 19. Respondent never provided Mr. Seely with copies of the documentation he filed in
19 King County Superior Court.

20 20. In August and/or September 2012, Respondent received emails from Mr. Seely
21 complaining about the length of time it was taking to complete the matter. One email informed
22 Respondent that Mr. Seely was being treated for a brain tumor and asked him to promptly attend
23 to his legal matters so that he could have something to "feel good about."
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1 21. On October 12, 2012, Respondent sent an email to Mr. Seely that falsely and
2 inaccurately blamed the prosecutor and the court for the delay. At the time, Respondent knew
3 his statement was inaccurate.

4 22. Respondent's false and deceitful statements caused actual and/or potential harm to
5 Mr. Seely. An order restoring Mr. Seely's right to possess firearms could have been promptly
6 obtained by Respondent or *pro se* from the Court after June 21, 2012.

7 23. On or about November 21, 2012, Respondent received an email from Ms. Seely
8 complaining that Respondent was not returning the Seelys' telephone calls. Ms. Seely's email
9 requested Respondent to return the funds they paid.

10 24. In or about late February 2013, Respondent received a letter from the Association
11 discussing his duties upon suspension relating to the order of interim suspension entered by the
12 court on February 21, 2013. The Association's letter informed Respondent of his duties to,
13 among other things, (1) notify all clients of his suspension and inability to further represent
14 them, (2) notify the court or tribunal of his inability to act in any pending case, (3) file an
15 affidavit of compliance with ELC 14.3 and the provisions of Title 14 of the ELC within 25 days
16 of suspension, and (4) return client assets upon request.

17 25. Respondent knowingly never informed Mr. Seely of his suspension.

18 26. Respondent knowingly did not withdraw from Mr. Seely's pending matter and
19 never informed the court or prosecutor of his inability to further represent Mr. Seely.

20 27. Respondent knowingly never returned any unearned advance fees or costs to Mr.
21 Seely.

22 28. Respondent knowingly never filed an affidavit of compliance with ELC 14.3 and
23 Title 14 of the ELC.

1 29. Respondent's IOLTA account records reflect that as of April 30, 2013, his trust
2 account contained \$1,494 in advance costs and/or fees belonging to Mr. Seely and/or other
3 clients.

4 30. Respondent knowingly failed to timely return unearned fees and/or costs to other
5 clients.

6 31. On March 6, 2013, Mr. Seely filed a grievance against Respondent with the
7 Association.

8 32. Respondent received a copy of Mr. Seely's grievance and the Association's March
9 14, 2013 letter requesting Respondent to file a written response within 30 days.

10 33. Respondent knowingly did not file a written response or otherwise cooperate with
11 the Association's investigation of Mr. Seely's grievance.

12 34. Respondent's failure to cooperate with the disciplinary investigation of Mr. Seely's
13 grievance caused actual and/or potential harm and injury to the Office of Disciplinary Counsel
14 (ODC) in the form of increased effort and costs, and to the lawyer discipline system as a whole.

15 35. On April 28, 2013, Mr. Seely died from complications related to his brain tumor.

16 36. Respondent's lack of diligence and lack of communication caused actual and/or
17 potential injury to Mr. Seely, who was seeking the restoration of his right to possess firearms
18 before he died.

19 37. Respondent's failure to return unearned advance fees and costs caused actual
20 injury to Mr. Seely and/or to his estate.

21 38. Respondent failure to promptly return unearned advance fees and/or costs to other
22 clients caused actual and/or potential harm.

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1 **FACTS REGARDING KEVIN KNUTT**

2 39. On December 11, 2011, Kevin Knutt (Knutt) hired Respondent to seek the return
3 of Knutt's right to purchase firearms. Knutt paid Respondent a flat fee of \$750 to handle the
4 matter.

5 40. Respondent knew that he needed to file a Voluntary Appeal File application (VAF)
6 with the Federal Bureau of Investigation National Instant Criminal Background Check System
7 (NICS) to pursue Knutt's right to purchase firearms.

8 41. During March 2012, Respondent received emails and telephone messages from
9 Knutt requesting the status of his case.

10 42. Respondent knowingly did not respond to Knutt's emails and telephone messages.

11 43. Respondent knowingly did not file Knutt's VAF with the NICS.

12 44. Respondent knowingly did not diligently pursue Knutt's matter.

13 45. Respondent never returned unearned fees to Knutt.

14 46. Respondent's failure to diligently pursue Knutt's claim caused actual and/or
15 potential harm to Knutt.

16 47. Respondent's failure to return unearned fees to Knutt caused actual harm to Knutt.

17 48. On October 1, 2012, Knutt filed a grievance with the Association.

18 49. Respondent received Knutt's grievance and the Association's October 2, 2012
19 letter requesting Respondent to file a written response to Knutt's grievance within 30 days.

20 50. Respondent knowingly never filed a response to Knutt's grievance.

21 51. Respondent's failure to cooperate with the Association's investigation resulted in
22 ODC expending resources and costs related to filing a petition for interim suspension with the
23 Washington State Supreme Court, which was granted on February 21, 2013.

1 52. Respondent's failure to cooperate with the disciplinary investigation of Knutt's
2 grievance caused actual and/or potential harm and injury to ODC in the form of increased effort
3 and costs, and to the lawyer discipline system as a whole.

4 **FACTS REGARDING RICHARD TWARO**

5 53. On December 5, 2011, Respondent was hired by Richard Twaro (Twaro) to seek
6 the return of Twaro's right to purchase firearms by filing a VAF with NICS.

7 54. Twaro paid Respondent a flat fee of \$750 to handle the matter.

8 55. After being hired by Twaro, Respondent routinely received emails from him
9 inquiring about the status of Twaro's application and complaining about the amount of time it
10 was taking to resolve the matter.

11 56. On February 21, 2012, Respondent sent Twaro an email stating that it will take "3-
12 6 months to receive a response from NICS."

13 57. On May 7, 2012, Respondent sent an email stating that "I will send the VAF
14 application in."

15 58. Respondent knowingly never filed the VAF application for Twaro.

16 59. Respondent knowingly did not diligently pursue Twaro's matter or communicate
17 with him

18 60. On or about August 9, 2012, Respondent received an email from Twaro
19 complaining about his lack of communication and demanding a refund: "Refund my money
20 now."

21 61. On August 10, 2012, Respondent responded to the email stating that he would send
22 a partial refund to Twaro, but knowingly did not do so.

23 62. Respondent received two emails from Twaro, dated September 10, 2012 and
24 September 25, 2012, complaining about the lack of progress on his application and requesting a

1 refund.

2 63. Respondent knowingly did not respond to the emails from Twaro.

3 64. Respondent knowingly never returned any funds to Twaro.

4 65. Respondent's failure to diligently pursue Twaro's claim caused actual and/or
5 potential harm to Twaro.

6 66. Respondent's failure to return unearned fees to Twaro caused actual harm to
7 Twaro.

8 67. On September 30, 2012, Twaro filed a grievance with the Association.

9 68. Respondent received Twaro's grievance and the Association's October 2, 2012
10 letter from the Association requesting Respondent to file a written response to Twaro's
11 grievance within 30 days.

12 69. Respondent knowingly did not file a written response to Twaro's grievance.

13 70. Respondent's failure to cooperate with the Association's investigation resulted in
14 ODC expending resources and costs related to filing a petition for interim suspension with the
15 Washington State Supreme Court, which was granted on February 21, 2013.

16 71. Respondent's failure to cooperate with the disciplinary investigation of Twaro's
17 grievance caused actual and/or potential harm and injury to ODC in the form of increased effort
18 and costs, and to the lawyer discipline as a whole.

19 **FACTS REGARDING THE CAMPBELLS**

20 72. In January 2012, James Campbell hired Respondent to restore the gun rights of his
21 wife Marina Campbell (formerly known as Marina Yu).

22 73. The Campbells paid Respondent a flat fee of \$1,500 to handle the matter.

23 74. During the next several months, Respondent received Mr. Campbell's voice mail
24 and email messages requesting the status of the matter.

1 75. Respondent knowingly did not respond to Mr. Campbell's voice mail and email
2 messages.

3 76. Respondent knowingly did not diligently handle the Campbell matter.

4 77. Respondent received Mr. Campbell's May 4, 2012 email requesting a refund of the
5 fees he paid to him by May 8, 2012.

6 78. On June 12, 2012, Respondent filed a Petition to Restore Right to Possess Firearms
7 on behalf of Ms. Campbell along with a supporting declaration.

8 79. On August 28, 2012, the court entered an Order Restoring the Right to Possess
9 Firearms in Ms. Campbell's case.

10 80. Respondent did not timely inform the Campbells that the order was entered and did
11 not provide them with a copy of the order.

12 81. In October 2012, Respondent received an email from Mr. Campbell requesting a
13 refund.

14 82. On October 18, 2012, Respondent sent an email stating that Ms. Campbell's gun
15 rights were effectively restored on August 30, 2012. Respondent informed Mr. Campbell that
16 he would provide him with a conformed copy of the order "next week."

17 83. Respondent never provided the Campbells with a copy of the order.

18 84. On December 11, 2012, Mr. Campbell filed a grievance with the Association.

19 85. Respondent received the grievance and letter sent by the Association, dated
20 December 14, 2012, requesting that Respondent file a written response within 30 days.

21 86. Respondent knowingly did not file a written response to Mr. Campbell's
22 grievance.

23 87. The Association provided the Campbells with a copy of the order restoring Ms.
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1 Campbell's gun rights.

2 88. Respondent's failure to communicate with the Campbells caused actual and/or
3 potential harm.

4 89. Respondent's failure to cooperate with the disciplinary investigation of Mr.
5 Campbell's grievance caused actual and/or potential harm and injury to ODC in the form of
6 increased effort and costs, and to the lawyer discipline as a whole.

7 **FACTS REGARDING BRADY PENTTILA**

8 90. In April 2012, Respondent was hired by Brady Penttila (Penttila) to vacate his
9 prior conviction so that his gun rights would be restored.

10 91. Penttila informed Respondent that he wanted this work completed by August 2012
11 so that he could go hunting with his son.

12 92. On April 12, 2012, Penttila paid Respondent a flat fee of \$1,500, plus an additional
13 \$230 to cover court costs. Respondent did not have a written fee agreement.

14 93. During the following months, Penttila heard nothing from Respondent and his
15 attempts to reach Respondent were unsuccessful.

16 94. On July 25, 2010, Respondent filed the Petition to Restore Firearm Rights for
17 Penttila.

18 95. On September 10, 2012, the court entered an Order Restoring the Right to Possess
19 Firearms in Penttila's matter.

20 96. Respondent never provided Penttila with a copy of the order and never informed
21 Penttila that the order had been entered.

22 97. Respondent's failure to diligently handle Penttila's matter and communicate with
23 Penttila caused actual and/or potential harm.

24 98. On December 17, 2012, Penttila filed a grievance with the Association.

1 99. Respondent received the grievance and the letter from the Association, dated
2 December 27, 2012, requesting that Respondent send a written response within 30 days.

3 100. Respondent knowingly never responded to the grievance.

4 101. The Association sent Penttila a copy of the court order restoring his gun rights.

5 102. Respondent's failure to cooperate with the disciplinary investigation of Penttila's
6 grievance caused actual and/or potential harm and injury to ODC in the form of increased effort
7 and costs, and to the lawyer discipline as a whole.

8 **COUNT 1**

9 103. By failing to deposit the advance flat fee paid by Mr. Seely into a trust account,
10 Respondent violated RPC 1.15A(c).

11 **COUNT 2**

12 104. By failing to provide Mr. Seely with a written accounting, Respondent violated
13 RPC 1.15A(e).

14 **COUNT 3**

15 105. By failing to return unearned fees and costs to Mr. Seely, Respondent violated
16 RPC 1.15A(f), and/or RPC 1.16(d), and/or RPC 1.5(a).

17 **COUNT 4**

18 106. By failing to timely return unearned fees and costs to other clients with funds
19 remaining in Respondent's IOLTA account, Respondent violated RPC 1.15A(f), and/or RPC
20 1.16(d), and/or RPC 1.5(a).

21 **COUNT 5**

22 107. By failing to diligently represent Mr. Seely, Respondent violated RPC 1.3 and/or
23 RPC 3.2.

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COUNT 6

108. By misrepresenting to Mr. Seely the reasons for the delay in obtaining the order, and/or by otherwise failing to adequately communicate with the Seelys and keep them informed about the status of their matter, Respondent violated RPC 1.4(a)(3) and/or RPC 8.4(c).

COUNT 7

109. By failing to comply with the duties upon suspension with regard to the Seelys and/or other clients, including the duties to (1) notify clients of the suspension, (2) advise the court and opposing parties of the inability to act on the client's behalf, (3) return client property, and (4) file an affidavit of compliance, Respondent violated RPC 8.4(l) and/or ELC 1.5 and/or ELC 14.1, and/or ELC 14.3.

COUNT 8

110. By failing to cooperate with the Association's investigation of the Seely grievance, Respondent violated RPC 8.4(l), and/or ELC 1.5, and/or ELC 5.3(e) and (f).

COUNT 9

111. By failing to diligently represent Knutt and by failing to adequately communicate with him, Respondent violated RPC 1.3, RPC 3.2, and/or RPC 1.4(a).

COUNT 10

112. By failing to return unearned fees to Knutt, Respondent violated RPC 1.16(d), and/or RPC 1.15A(f), and/or RPC 1.5(a).

COUNT 11

113. By failing to cooperate with the Association's investigation of Knutt's grievance, Respondent violated RPC 8.4(l), and/or ELC 1.5, and/or ELC 5.3(e) and (f).

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COUNT 12

114. By failing to diligently represent Twaro, and/or by failing to adequately communicate with Twaro, Respondent violated RPC 1.3 and/or RPC 1.4(a).

COUNT 13

115. By failing to return unearned fees to Twaro, Respondent violated RPC 1.16(d), RPC 1.15A(f), and/or RPC 1.5(a).

COUNT 14

116. By failing to cooperate with the Association's investigation of Twaro's grievance, Respondent violated RPC 8.4(l), and/or ELC 1.5, and/or ELC 5.3(e) and (f).

COUNT 15

117. By failing to promptly pursue the restoration of Ms. Campbell's gun rights and/or by failing to keep her informed about the result of her legal matter, Respondent violated RPC 1.3, and/or RPC 3.2, and/or RPC 1.4(a).

COUNT 16

118. By failing to cooperate with the Association's investigation of Mr. Campbell's grievance, Respondent violated RPC 8.4(l), and/or ELC 1.5, and/or ELC 5.3(e) and (f).

COUNT 17

119. By failing to diligently and promptly pursue Penttila's gun rights, and/or by failing to keep him informed about the result of her legal matter, Respondent violated RPC 1.3, and/or RPC 3.2, and/or RPC 1.4(a).

COUNT 18

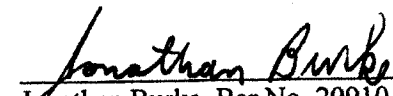
120. By failing to cooperate with the Association's investigation of Penttila's

1 grievance, Respondent violated RPC 8.4(l), and/or ELC 1.5, and/or ELC 5.3(e) and (f).
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3 THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for
4 Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation,
5 restitution, and assessment of the costs and expenses of these proceedings.

6 Dated this 15th day of August, 2013.

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Jonathan Burke, Bar No. 20910
Senior Disciplinary Counsel