

FILED

Mar 28, 2024

Disciplinary
Board

Docket # 020

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

GREGG EUGENE BRADSHAW,

Lawyer (Bar No. 21299).

Proceeding No. 23#00031

ODC File Nos. 21-00026 and 21-01521

STIPULATION TO SUSPENSION

Following settlement conference conducted
under ELC 10.12(h)

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), and following a settlement conference conducted under ELC 10.12(h), the following Stipulation to Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Marina Busse and Respondent lawyer Gregg Eugene Bradshaw.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses on Respondent's behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent 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 Respondent. Respondent chooses to resolve this

1 proceeding now by entering into the following stipulation to facts, misconduct, and sanction to
2 avoid the risk, time, expense, and publicity attendant to further proceedings.

3 I. ADMISSION TO PRACTICE

4 1. Respondent was admitted to practice law in the State of Washington on November 27,
5 1991.

6 II. STIPULATED FACTS

7 ODC File No. 21-00026

8 2. In June 2016, Daman Dolhay (Dolhay) and W.G. filed a parenting plan in Clallam
9 County Superior Court (the parenting plan).

10 3. In June 2020, Dolhay hired Respondent to represent Dolhay in modifying the
11 parenting plan and bringing a contempt action against W.G. for violations of the parenting plan.

12 4. Respondent provided Dolhay with an unsigned, undated fee agreement indicating
13 that Dolhay paid \$4,500 as a “non-refundable retainer” and \$500 for costs.

14 5. The fee agreement provided that Respondent would bill Dolhay at an hourly rate and
15 bill monthly for any services rendered in excess of the initial “non-refundable retainer.”

16 6. Respondent’s fee agreement used the term “non-refundable retainer” to describe
17 payments that were actually advance fee and cost deposits (i.e., client funds).

18 7. Respondent deposited Dolhay’s funds into Respondent’s operating account.

19 8. After Respondent deposited Dolhay’s fee into the operating account, Respondent
20 then applied these funds as work was subsequently performed.

21 9. On September 30, 2020, Dolhay sent Respondent an email expressing frustration
22 about progress of the case and requesting that Respondent take action on the parenting plan.

23 10. On October 19, 2020, Respondent’s paralegal at the time, K.C., sent Dolhay

1 pleadings for review.

2 11. Dolhay responded with proposed changes.

3 12. On November 17, 2020, Dolhay sent Respondent another email, noting that Dolhay
4 was still waiting on final pleadings for signature and wanted Respondent to take action on the
5 parenting plan.

6 13. On December 7, 2020, Dolhay sent Respondent an email asking about the status of
7 Dolhay's case.

8 14. On December 8, 2020, Respondent filed a Petition for Modification of Parenting
9 Plan (Petition) and Motion for Contempt Hearing in King County Superior Court No. 20-3-06046-
10 5.

11 15. On that same date, Dolhay received an email from K.C., indicating that the Petition
12 had been filed and there was a court date of January 7, 2021.

13 16. Respondent did not receive confirmation from the court about the hearing on January
14 7, 2021.

15 17. Although Respondent instructed K.C. to follow up, K.C. did not. The hearing was
16 not confirmed.

17 18. On January 4, 2021, Dolhay emailed Respondent about the upcoming court date, but
18 Respondent did not respond.

19 19. Dolhay took January 7, 2021 off work for court, but when Dolhay called
20 Respondent's office in the morning, someone from Respondent's office told Dolhay that there
21 was no court that day.

22 20. On January 10, 2021, Dolhay filed a grievance with ODC.

23 21. On or about January 10, 2021, Dolhay told Respondent not to do any more work on

1 Dolhay's case.

2 22. On January 15, 2021, Dolhay sent Respondent another email expressing frustration
3 about the case, and requesting a full refund.

4 23. After Respondent's representation concluded, Respondent owed Dolhay a refund of
5 approximately \$2,633.00 for unearned fees.

6 24. Respondent has not refunded Dolhay any fees.

7 25. Respondent never provided Dolhay with any invoice reflecting work Respondent
8 performed for Dolhay.

9 ODC File No. 21-01521

10 26. During the course of investigation of the Dolhay Grievance, ODC opened an
11 investigation into Respondent's practices related to handling and accounting for client funds.

12 27. Respondent maintained one Interest on Lawyer's Trust Account (IOLTA) at
13 Columbia Bank, ending in 2832 (IOLTA account).

14 28. Respondent maintained a business account at Columbia Bank, ending in 2824
15 (general account).

16 29. ODC audited Respondent's IOLTA account and related records for the period of
17 June 1, 2020 through November 30, 2021 (the audit period).

18 30. During the audit period, Respondent was the only signatory on the IOLTA account,
19 and Respondent was responsible for handling the accounting for Respondent's firm.

20 31. During the audit period, for cases not involving a contingent fee, Respondent's
21 written fee agreements specified that:

- 22 ▪ Clients will be billed at an hourly rate.
- 23 ▪ Clients provide an initial non-refundable retainer.

- 1 ▪ Clients will be billed monthly for any services rendered in excess of the
- 2 initial non-refundable retainer.
- 3 ▪ The client acknowledges that the retainer shall be considered fully earned
- 4 upon receipt by the attorney and non-refundable to the client.

5 32. During the audit period, Respondent's fee agreements used the term "non-refundable
6 retainer" to describe payments that were actually advance fee and cost deposits (i.e., client funds).

7 33. During the audit period, Respondent's practice was to deposit the advance fees
8 directly into Respondent's general account unless it was an amount over approximately \$5,000.

9 34. During the audit period, Respondent's credit card merchant services account was
10 linked to Respondent's general account, and all client fees paid by credit card were deposited
11 directly into Respondent's general account, whether earned or not.

12 35. During the audit period, Respondent deposited client funds into Respondent's
13 general account before Respondent had earned them.

14 36. During the audit period, Respondent spent client funds that were in Respondent's
15 general account before Respondent earned them.

16 37. During the audit period, Respondent made regular withdrawals from Respondent's
17 general account each month for Respondent's own salary. Respondent made these withdrawals
18 without first determining whether the funds had been earned.

19 38. During the audit period, Respondent did not send invoices to clients until
20 Respondent had earned more than the initial fee they paid Respondent.

21 39. During the audit period, Respondent did not allow clients time to object to an invoice
22 before removing the funds from the either the IOLTA account or the general account.

23 40. During the audit period, Respondent used the TimeSlips program to keep track of

1 how much Respondent had earned.

2 41. During the audit period, Respondent did not maintain a complete and accurate check
3 register for the IOLTA account.

4 42. During the audit period, Respondent did not maintain complete and accurate client
5 ledgers for client funds in either the IOLTA or general account.

6 III. STIPULATION TO MISCONDUCT

7 43. By depositing Dolhay's funds into Respondent's general account before the funds
8 were earned or costs incurred, Respondent violated RPC 1.15A(c)(1) and (2).

9 44. By failing to refund Dolhay the unearned fee, Respondent violated RPC 1.15A(f)
10 and RPC 1.16(d).

11 45. By failing to keep Dolhay informed about the case and by failing to provide Dolhay
12 with an invoice or other information about how Dolhay's fee was earned, Respondent violated
13 RPC 1.4(a) and RPC 1.5(b).

14 46. By using client property for Respondent's own use and not holding client funds in a
15 trust account, Respondent violated RPC 1.15A(b) and RPC 1.15A(c)(1) and (2).

16 47. By withdrawing fees without notice to clients prior to doing so, Respondent violated
17 RPC 1.15A(h)(3) and RPC 1.5(b).

18 IV. PRIOR DISCIPLINE

19 48. Respondent has no prior discipline.

20 V. APPLICATION OF ABA STANDARDS

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

23 ABA Standard 4.1 is most applicable to violations of RPC 1.15A:

- 1 4.11 Disbarment is generally appropriate when a lawyer knowingly converts
client property and causes injury or potential injury to a client.
- 2 4.12 Suspension is generally appropriate when a lawyer knows or should know
3 that he is dealing improperly with client property and causes injury or
4 potential injury to a client.
- 4 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.
- 5 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
6 client.

7 **ABA Standard 4.4** is most applicable to violations of RPC 1.4:

- 8 4.41 Disbarment is generally appropriate when:
- 9 (a) a lawyer abandons the practice and causes serious or potentially
serious injury to a client; or
- 10 (b) a lawyer knowingly fails to perform services for a client and causes
serious or potentially serious injury to a client; or
- 11 (c) a lawyer engages in a pattern of neglect with respect to client
12 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 causes
injury or potential injury to a client, or
- 13 (b) a lawyer engages in a pattern of neglect and causes injury or
potential injury to a client.
- 14 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
not act with reasonable diligence in representing a client, and causes injury
or potential injury to a client.
- 15 4.44 Admonition is generally appropriate when a lawyer is negligent and does
not act with reasonable diligence in representing a client, and causes little
16 or no actual or potential injury to a client.

17 **ABA Standard 7.0** is most applicable to violations of RPC 1.16 and RPC 1.5:

- 18 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
19 to obtain a benefit for the lawyer or another, and causes serious or
potentially serious injury to a client, the public, or the legal system.
- 20 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
21 injury or potential injury to a client, the public, or the legal system.
- 22 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.
- 23 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,

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

3 50. Respondent acted knowingly in failing to refund unearned fees, using an improper fee
4 agreement, failing to deposit client funds into trust, and failing to adequately communicate with
5 Dolhay.

6 51. Dolhay and other clients were injured because their funds were mishandled and not
7 protected in trust. Dolhay was also injured because Dolhay did not receive a refund of fees owed
8 to Dolhay, and did not know how much Respondent had charged in fees.

9 52. The presumptive sanction is suspension.

10 53. The following aggravating factors apply under ABA Standard 9.22:

11 (d) multiple offenses; and

12 (i) substantial experience in the practice of law [Respondent was admitted to
13 practice in 1991].

14 54. The following mitigating factors apply under ABA Standard 9.32:

15 (a) absence of a prior disciplinary record.

16 55. It is an additional mitigating factor that Respondent has agreed to resolve this matter
17 at an early stage of the proceedings.

18 56. On balance the aggravating and mitigating factors do not require a departure from the
19 presumptive sanction.

20 VI. STIPULATED DISCIPLINE

21 57. The parties stipulate that Respondent shall receive a sixty-day suspension.

22 VII. CONDITIONS OF REINSTATEMENT

23 58. As a condition of reinstatement from suspension, Respondent must complete the
24 following steps:

Stipulation to Discipline
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1 59. Respondent shall confirm that all funds belonging to clients are held in Respondent's
2 IOLTA account, and no funds belonging to clients are held in Respondent's general account, and
3 provide disciplinary counsel with a signed certification Respondent has done so.

4 60. Respondent must carefully review the WSBA publication Managing Client Trust
5 Accounts: Rules, Regulations, and Common Sense, and provide disciplinary counsel with a
6 signed certification Respondent has done so.

7 61. Respondent must complete the WSBA continuing legal education course entitled,
8 "Basics of Trust Accounting (Getting Your Ducks in a Row)" (March 2021), or an equivalent 1.0
9 credit on managing trust accounts in Washington State, and provide disciplinary counsel with
10 documentation showing that Respondent has done so.

11 62. To be eligible for reinstatement under ELC 13.3(b)(1)(B), Respondent must provide
12 the required documentation to disciplinary counsel at least 30 days prior to seeking certification
13 of compliance with reinstatement provisions.

14 VIII. CONDITIONS OF PROBATION

15 63. Respondent will be subject to probation for a period of two years commencing upon
16 Respondent's reinstatement to the practice of law, with periodic reviews under ELC 13.8 of
17 Respondent's trust account practices, and must comply with the specific probation terms set forth
18 below:

- 19 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC 1.15B,
20 and shall carefully review the current version of the publication, Managing Client
Trust Accounts: Rules, Regulations, and Common Sense.
- 21 b) For all client matters, Respondent shall have a written fee agreement signed by the
22 client, which agreements are to be maintained for least seven years (see RPC
23 1.15B(a)(3)).

- 1 c) On a monthly basis, using ODC's form report entitled "Monthly Reconciliation and
2 Review Report," Respondent shall review the trust-account records detailed on the
3 form report, review the completed report, and sign and date the completed report.
- 4 d) On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-
5 account records for the time period to be reviewed by ODC's audit staff and
6 disciplinary counsel for compliance with the RPC:
- 7 i) Months 1 – 3. By no later than the 30th day of the fourth month after the
8 commencement of probation, Respondent shall provide the trust account
9 records from the date of commencement of probation to the end of the third
10 full month.
 - 11 ii) Months 4 – 6. By no later than the 30th day of the seventh month after the
12 commencement of probation, Respondent shall provide the trust account
13 records from the end of the previously provided quarter through the end of
14 month six.
 - 15 iii) Months 7 – 9. By no later than the 30th day of the tenth month after the
16 commencement of probation, Respondent shall provide the trust account
17 records from the end of the previously provided quarter through the end of
18 month nine.
 - 19 iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after
20 the commencement of probation, Respondent shall provide the trust account
21 records from the end of the previously provided quarter through the end of
22 month twelve.
 - 23 v) Months 13 – 15. By no later than the 30th day of the sixteenth month after
24 the commencement of probation, Respondent shall provide the trust account
records from the end of the previously provided quarter through the end of
month fifteen.
 - vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after
the commencement of probation, Respondent shall provide the trust account
records from the end of the previously provided quarter through the end of
month eighteen.
 - vii) Months 19 – 21. By no later than the 30th day of the twenty-second month
after the commencement of probation, Respondent shall provide the trust
account records from the end of the previously provided quarter through the
end of month twenty-one.

The trust account records Respondent provides to ODC for each quarterly review of Respondent's trust account will include: (a) copies of each completed "Monthly Reconciliation and Review Report" referenced in sub-paragraph(c) above, (b) a complete checkbook register for Respondent's trust account covering the period

1 being reviewed, (c) complete individual client ledger records for any client with funds
2 in Respondent's trust account during all or part of the period being reviewed, as well
3 as for Respondent's own funds in the account (if any), and (d) copies of all trust-
4 account bank statements, deposit slips, and cancelled checks covering the period
5 being reviewed. ODC's Audit Manager or designee will review Respondent's trust
6 account records for each period.

- 7 e) On the same quarterly time schedule set forth in the preceding paragraph, Respondent
8 will provide ODC's Audit Manager or designee with copies of any and all fee
9 agreements entered into within the time period at issue.
- 10 f) ODC's Audit Manager or designee may request additional financial or client records
11 if needed to verify Respondent's compliance with RPC 1.15A and/or 1.15B. Within
12 twenty days of a request from ODC's Audit Manager or designee for additional
13 records needed to verify Respondent's compliance with RPC 1.15A and/or RPC
14 1.15B, Respondent will provide ODC's Audit Manager or designee the additional
15 records requested.
- 16 g) Respondent will reimburse the Association for time spent by ODC's Audit Manager
17 or designee in reviewing and reporting on Respondent's records to determine
18 Respondent's compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per
19 hour. Respondent will make payment within thirty days of each written invoice
20 setting forth the auditor's time and payment due.

21 IX. RESTITUTION

22 64. Respondent shall pay \$2,633 to Daman Dolhay in restitution. Reinstatement from
23 suspension is conditioned on payment of restitution to beneficiary Daman Dolhay.

24 X. COSTS AND EXPENSES

65. In light of Respondent's willingness to resolve this matter by stipulation at an early
stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$1,500
in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
suspension is conditioned on payment of costs.

XI. VOLUNTARY AGREEMENT

66. Respondent states that prior to entering into this Stipulation Respondent has had an

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

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

7 XII. LIMITATIONS

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

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

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

22 71. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on the
23 record agreed to by the parties. Under ELC 3.1(b), all documents that form the record before the

1 Board for its review become public information on approval of the Stipulation by the Board,
2 unless disclosure is restricted by order or rule of law.

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

6 73. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this
7 Stipulation will have no force or effect, and neither it nor the fact of its execution will be
8 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
9 proceeding, or in any civil or criminal action.

10 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
11 Suspension as set forth above.

12 

13 Gregg Eugene Bradshaw, Bar No. 21299
14 Respondent

Dated: 2-6-24

15
16 

17 Marina Busse, Bar No. 54411
18 Disciplinary Counsel

Dated: 2/6/2024