

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

FILED

MAY 12 2014

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

SCOTT DANIEL CAMPBELL,
Lawyer (Bar No. 21811).

Proceeding No. 13#00081

RESIGNATION FORM OF SCOTT DANIEL
CAMPBELL (ELC 9.3(b))

Scott Daniel Campbell, 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 October 22, 1992.

3. I was served with a Formal Complaint and Notice to Answer in this matter on September 2, 2013.

4. I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Rules for Enforcement of Lawyer Conduct (ELC).

5. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged

017

1 misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in
2 disciplinary counsel's statement but, rather than defend against the allegations, I wish to
3 permanently resign from membership in the Association.

4 6. In lieu of payment of \$1,000 for expenses and costs, I am submitting a confession
5 of judgment for that amount.

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

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

14 9. I agree to (a) notify all other states and jurisdictions in which I am admitted of this
15 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in any
16 other jurisdiction in which I am admitted; and (c) provide disciplinary counsel with copies of
17 this notification and any response(s). I acknowledge that this resignation could be treated as a
18 disbarment by all other jurisdictions.

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

23 11. I agree that when applying for any employment, I will disclose the resignation in

1 lieu of discipline in response to any question regarding disciplinary action or the status of my
2 license to practice law.

3 12. I understand that my resignation becomes effective on disciplinary counsel's
4 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) disciplinary
5 counsel must do so promptly following receipt of this document and payment of costs and
6 expenses.

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.

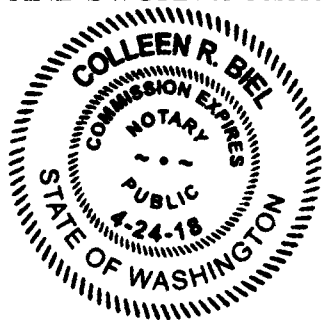
11 15. I understand that, after my resignation becomes effective, it is permanent. I will
12 never be eligible to apply and will not be considered for admission or reinstatement to the
13 practice of law nor will I be eligible for admission for any limited practice of law.

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
17 Seattle, WA 5-12-14
18 Date and Place
21811

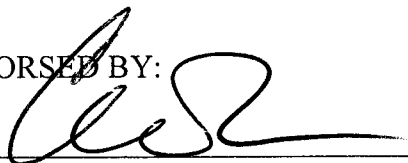
[Signature]
Scott Daniel Campbell, Bar No.

19 SUBSCRIBED AND SWORN to before me this 12th day of May, 2014.



20 Colleen R. Biel
21 NOTARY PUBLIC for the state of
22 Washington, residing at King
County, WA
23 My commission expires: 4-24-18

1 ENDORSED BY:



2 _____
3 Erica Temple, Disciplinary Counsel
4 Bar No. 28458

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24 Affidavit of Respondent
Page 4

EXHIBIT A

1
2
3
4
5
6
7 BEFORE THE
8 DISCIPLINARY BOARD
9 OF THE
10 WASHINGTON STATE BAR ASSOCIATION

11 In re

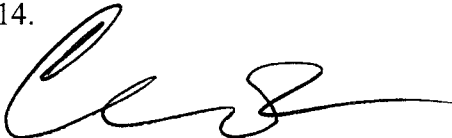
12 **SCOTT DANIEL CAMPBELL,**
13 Lawyer (Bar No. 21811).

Proceeding No. 13#00081

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

14 The attached formal complaint, filed on August 27, 2013 in Proceeding No. 13#00081,
15 constitutes Disciplinary Counsel's statement of alleged misconduct under Rule 9.3(b)(1) of the
16 Rules for Enforcement of Lawyer Conduct.

17
18 DATED this 6th day of Jan, 2014.

19
20 
Erica Temple, Bar No. 28458
Disciplinary Counsel

FILED

AUG 27 2013

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

SCOTT D. CAMPBELL,
Lawyer (Bar No. 21811).

Proceeding No. 13#00081

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 Scott D. Campbell was admitted to the practice of law in the State of Washington on October 27, 1992.

FACTS REGARDING COUNTS 1-9

The Baker grievance

2. On October 13, 2005, a driver insured by Country Insurance caused an automobile accident, injuring Lindsey Baker. Ms. Baker's personal injury protection (PIP) coverage with Geico insurance paid medical expenses for her.

002

1 3. In 2006, Ms. Baker hired Respondent to represent her for her automobile accident.

2 4. Respondent agreed to represent Ms. Baker for a one-third contingent fee.

3 5. Respondent did not have a written fee agreement with Ms. Baker.

4 6. On January 11, 2010, Respondent settled Ms. Baker's claim with Country
5 Insurance for \$17,500. Respondent received the check at his law office, and Ms. Baker
6 endorsed it.

7 7. Respondent promised to reduce his fee so Ms. Baker would get some money back.
8 He told her that after satisfying Geico's subrogation claim, she would receive between \$1,500
9 and \$5,000.

10 8. After that, Respondent stopped communicating with Ms. Baker.

11 9. Respondent made no disbursements to Geico, Ms. Baker, or Ms. Baker's medical
12 providers.

13 10. Respondent withdrew Ms. Baker's settlement funds from his IOLTA account to
14 pay himself, other clients, and/or third parties unrelated to Ms. Baker.

15 11. On August 27, 2012, Ms. Baker filed a grievance with the Association.

16 **IOLTA investigation**

17 12. The Association's auditor audited Respondent's IOLTA account for December 31,
18 2007 through October 31, 2012.

19 13. Respondent did not have a check register for his IOLTA account, nor had he
20 reconciled his bank statements for several years.

21 14. Respondent used his IOLTA account as a business account, a personal account,
22 and a trust account.

23 15. Respondent claimed that he monitored amounts owing in subrogation "mostly in
24 [his] head."

1 16. Respondent failed to maintain complete trust account records as required by RPC
2 1.15A(h)(2) and RPC 1.15B, including trust account check registers and client ledgers, and he
3 failed to reconcile his trust account records.

4 17. Respondent comingled his funds with client funds.

5 18. Respondent wrote checks for business and personal expenses from his trust
6 account for expenses including rent, the University of Washington Husky season tickets, Sprint,
7 and Safeway.

8 19. Respondent, on multiple occasions, failed to promptly pay or deliver to his client
9 or third person the property that the client or third person was entitled to receive. Examples
10 follow.

11 20. Respondent maintained balances much lower than should have been held in his
12 IOLTA account. He made disbursements on behalf of clients or third persons in excess of the
13 funds that person had on deposit. He disbursed funds belonging to one client on behalf of
14 another. Examples follow.

15 21. J.B. On February 26, 2010, Respondent deposited a \$2,500 check from client J.B.
16 into his trust account.

17 22. On November 30, 2011, Respondent deposited a \$25,000 settlement check for J.B.
18 into his trust account.

19 23. Respondent used J.B.'s funds to pay himself and other clients who had no funds in
20 the trust account.

21 24. On March 20, 2012, Respondent wrote a letter to J.B. He stated that he had
22 retained \$5,115 to pay her subrogation claim. This was a false statement.

23 25. On March 20, 2012, the date of the letter, Respondent had less than \$51 in his trust
24

1 account.

2 26. S.S.: Respondent deposited S.S.'s settlement checks into his trust account as
3 follows: (1) \$28,024.34 on August 7, 2009; and (2) \$3,346.71 on September 2, 2009. After
4 attorney fees and costs, S.S. should have received \$15,201.15.

5 27. Respondent did not disburse any money to S.S. from the two deposits. Following
6 the first and second deposits, Respondent made several payments to himself and other clients,
7 none of whom had any funds in the trust account at the time of those disbursements.

8 28. On November 1, 2009, Respondent signed a Promissory Note (Note), for
9 \$15,201.15, the same amount due to S.S. The Note was to be paid back with 10% interest, and
10 gave S.S. a lien against Respondent's potential fees in three cases, the names of which were set
11 out in the Note, and any other future cases until the Note was paid in full.

12 29. Respondent had taken S.S.'s funds from his IOLTA account prior to issuing the
13 Note.

14 30. Respondent did not advise S.S. to seek independent legal counsel about this
15 transaction, nor did S.S. provide informed consent to the essential terms of the agreement.

16 31. On July 30, 2012, Respondent deposited a settlement check for \$42,500 for
17 another client, S.M., into his trust account. Respondent then paid S.S. \$18,000, using S.M.'s
18 funds to do so.

19 32. As of October 31, 2012, there was a shortage of approximately \$36,500 in
20 Respondent's trust account.

21 33. Respondent acted intentionally in taking client funds to which he was not entitled,
22 failing to maintain complete IOLTA account records, comingling his funds with client funds,
23 failing to promptly pay or deliver to the client or third person the property which the client or
24

1 third person was entitled to receive, disbursing the funds of one client on behalf of another,
2 failing to communicate with Ms. Baker regarding the status of her case, charging Ms. Baker a
3 contingent fee without a written fee agreement, and engaging in a conflict of interest with S.S.

4 34. Respondent caused serious injury to his clients, including Ms. Baker and J.B., and
5 potentially serious injury to S.S. and S.M.

6 **COUNT 1**

7 35. By using client settlement funds (to which he was not entitled), to pay his own fees
8 and expenses and/or other clients' costs and expenses, Respondent violated RPC 1.15A(b)
9 and/or RPC 8.4(b) (by committing theft under RCW 9A.56.020(1)(a)).

10 **COUNT 2**

11 36. By failing to maintain complete IOLTA account records, including trust account
12 check registers and client ledgers, and failing to reconcile his trust account records, Respondent
13 violated RPC 1.15A(h)(2), RPC 1.15A(h)(6), and/or RPC 1.15B.

14 **COUNT 3**

15 37. By comingling his funds with client funds, Respondent violated RPC 1.15A(h)(1)
16 and/or RPC 1.15A(c).

17 **COUNT 4**

18 38. By failing, on multiple occasions, to promptly pay or deliver to the client or third
19 person the property which the client or third person was entitled to receive, Respondent violated
20 RPC 1.15A(f).

21 **COUNT 5**

22 39. By disbursing the funds of one client on behalf of another, as with Ms. Baker, J.B.,
23 and S.S., Respondent violated RPC 1.15A(h)(8).

