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**FILED**

NOV 15 2012

**DISCIPLINARY BOARD**

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**WILLIAM BECHOLD,**

Lawyer (Bar No. 21896).

Proceeding No. 12#00115

STIPULATION TO DISBARMENT

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to disbarment is entered into by the Washington State Bar Association (Association), through disciplinary counsel Debra Slater and Respondent lawyer William Bechold.

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 avoid the risk, time, and expense attendant to further proceedings.

1 **I. ADMISSION TO PRACTICE**

2 1. Respondent was admitted to practice law in the State of Washington on  
3 November 5, 1992.

4 **II. STIPULATED FACTS**

5 **Kankesh Grievance**

6 2. In or around November 2011, Srivatsavaram Kankesh hired Respondent to  
7 represent him in the dissolution of his marriage to Vijayalakshmi Kankesh and for a protection  
8 order.

9 3. Mr. Kankesh agreed to pay Respondent \$200.00 per hour for the work on his  
10 case. Mr. Kankesh paid Respondent an advance fee deposit of \$240.00 and agreed to pay  
11 Respondent's fee in installments of \$300.00 per month. On December 10, 2011, Mr. Kankesh  
12 paid Respondent a cost advance of \$430.00. Mr. Kankesh also gave Respondent the titles to  
13 two vehicles and a motorcycle to hold as collateral for payment of his fees.

14 4. On December 11, 2011, Ms. Kankesh appeared for a related shelter custody  
15 hearing in Snohomish County Superior Court. Respondent had a process server serve Ms.  
16 Kankesh with the Petition for Dissolution, Motion and Declaration for Temporary Orders, and  
17 Proposed Parenting Plan.

18 5. Respondent did not file the Petition for Dissolution or any of the associated  
19 documents with the court.

20 6. Respondent did not refund to Mr. Kankesh the \$280.00 filing fee.

21 **Kankesh Grievance-Noncooperation**

22 7. On March 29, 2012, the Association sent a letter to Respondent requesting he  
23 provide a complete copy of Mr. Kankesh's client file, including trust account records, within  
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1 two weeks. Respondent did not respond to the Association's March 29, 2012 letter. On April  
2 16, 2012, the Association sent Respondent a ten (10) day letter by certified mail requesting his  
3 response to Mr. Kankesh's grievance within ten days or he would be subpoenaed for a  
4 deposition. The Association's April 16, 2012 certified letter was returned as undeliverable/  
5 unable to forward.

6 8. On or around April 13, 2012, the Association's Consumer Affairs staff received  
7 a telephone call from lawyer A.J. who rented office space to Respondent. A.J. indicated that  
8 Respondent had not been in the office for some time and that his clients were coming into the  
9 office asking for their files because they were unable to contact Respondent. Lawyer A.J. also  
10 stated that she had last heard from Respondent on April 6, 2012 when he came into the office to  
11 speak to her. At that time, he told her that he was not going to continue his law practice.

12 9. On or around April 16, 2012, Disciplinary Counsel attempted to telephone  
13 Respondent. However, his office number on file with the Association was not accepting calls,  
14 and his home telephone number had been disconnected. Disciplinary Counsel next spoke to  
15 lawyer A.J., who told Disciplinary Counsel that Respondent had abandoned his law practice.

16 **Franklin Grievance**

17 10. On August 23, 2011, Seetong Franklin hired Respondent to represent her in the  
18 dissolution of her marriage. Ms. Franklin and Respondent entered into a written fee agreement  
19 in which Ms. Franklin agreed to pay Respondent an hourly rate of \$250.00. On August 30,  
20 2011, Ms. Franklin paid Respondent a \$3,000.00 advance fee deposit.

21 11. On or around September 6, 2011, Respondent filed a domestic violence petition  
22 on behalf of Ms. Franklin against her husband, which was subsequently consolidated with the  
23 dissolution proceeding.

1 12. In October 2011, Respondent filed a parenting plan, responsive declaration and  
2 child support worksheet.

3 13. Respondent also appeared at a hearing on temporary orders and on October 25,  
4 2011 temporary orders were entered.

5 14. Beginning in or around March 2012, Ms. Franklin was unable to reach  
6 Respondent.

7 15. Although Respondent earned \$2,500 in representing Ms. Franklin, he has not  
8 refunded the remaining \$500 advance fee deposit she paid to him.

9 **Franklin Grievance-Noncooperation**

10 16. On February 28, 2012, the Association sent Respondent a copy of Ms. Franklin's  
11 grievance and requested he provide a written response within thirty (30) days. Respondent did  
12 not submit a response to Ms. Franklin's grievance.

13 17. On April 3, 2012, the Association sent Respondent a ten (10) day letter by  
14 certified mail requiring his written response to Ms. Franklin's grievance within ten days or he  
15 would be subpoenaed for a deposition. On April 4, 2012, an agent for Respondent signed for  
16 the certified letter. Respondent did not respond to the Association's April 3, 2012 letter.

17 **Wentworth Grievance**

18 18. In or around December 2010, Jeffrey and Cindy Wentworth hired Respondent to  
19 represent them in filing bankruptcy. The Wentworths paid Respondent \$3,000.00.

20 19. Respondent failed to timely file the Wentworths' bankruptcy as agreed.  
21 Respondent repeatedly offered the Wentworths excuses for his delay.

22 20. In December 2011, Mrs. Wentworth's parents loaned the Wentworths funds so  
23 they could pay their creditors and avoid bankruptcy. The Wentworths asked Respondent to  
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1 negotiate settlements with their creditors since he had never filed their bankruptcy. Respondent  
2 agreed.

3 21. In early January 2012, the Wentworths informed Respondent that the funds were  
4 available. They sent emails and telephoned Respondent about the status of their matter. He did  
5 not return their inquiries. In late February 2012, Respondent reached agreements with Citibank  
6 and Capital One, two of the Wentworths' four creditors.

7 22. On or about March 1, 2012, a domestic violence incident occurred involving Mr.  
8 Wentworth's ex-wife. Mr. Wentworth's two children resided with his ex-wife, and Mr.  
9 Wentworth learned that his ex-wife had been very abusive to the children while in her custody.  
10 Mr. Wentworth consulted Respondent, who agreed to file a restraining order and prepare a  
11 motion to modify Mr. Wentworth's parenting plan.

12 23. On March 5, 2012, Mr. Wentworth went to Respondent's office to sign the  
13 creditor settlements and provide checks to send to them. At that same time, Mr. Wentworth  
14 paid Respondent an additional \$3,000.00 to handle the custody modification matter.

15 24. The Wentworths then began having trouble reaching Respondent. They called,  
16 emailed and went by his office, but were not able to make contact. They found Respondent's  
17 voice mail box full and were unable to leave messages. On March 19, 2012, the Wentworths  
18 discovered that Capital One had garnished their checking account.

19 25. On March 24, 2012, Respondent called Mrs. Wentworth from the court house  
20 and informed her that he had filed with the court the restraining order and motion to modify Mr.  
21 Wentworth's parenting plan. He then met Mr. Wentworth in a Home Depot parking lot and  
22 handed him copies of the documents through his car window that he had filed with the court.

23 26. Respondent admitted to Mrs. Wentworth that he had never mailed the signed  
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1 investigation of the grievances filed against him. The presumptive sanction is disbarment.

2 **Johnson Grievance-Noncooperation**

3 149. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l) by violating  
4 ELC 5.3(e).

5 150. Respondent acted knowingly in failing to cooperate with the Association's  
6 investigation of the grievances filed against him. The presumptive sanction is disbarment.

7 **Haldane Grievance**

8 151. ABA Standard 4.4 applies to Respondent's violation of RPC 1.3.

9 152. Respondent acted knowingly in failing to prepare the documents required for the  
10 arbitration. There was serious injury to Ms. Haldane in that the resolution of her case was  
11 delayed and she was forced to hire another lawyer to finish her case. The presumptive sanction is  
12 disbarment.

13 153. ABA Standard 4.4 applies to Respondent's violation of RPC 1.4.

14 154. Respondent's failure to communicate with Ms. Haldane about the status of her  
15 case and failure to return her telephone calls and emails was knowing. There was injury to Ms.  
16 Haldane in that she had no information about the status of her case, causing her unnecessary  
17 stress. The presumptive sanction is suspension.

18 155. ABA Standard 4.1 applies to Respondent's violations of RPC 1.15A(b) and RPC  
19 1.15(e).

20 156. Respondent acted knowingly in failing to refund the \$2,500 Ms. Haldane paid  
21 him, thereby converting the funds to his own use. Respondent also acted knowingly in not  
22 providing an accounting to Ms. Haldane. There was serious injury to Ms. Haldane in that she  
23 was deprived of a substantial amount of money and the lack of an accounting hindered her  
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1 paperwork and checks to Capital One or CitiBank and agreed to have his assistant do so right  
2 away.

3 27. The Wentworths have not been able to reach Respondent since that time and  
4 have learned that he never mailed the paperwork to Capital One or CitiBank. As a result, both  
5 creditors garnished their accounts and took approximately \$5,600.00 more than the negotiated  
6 settlement amounts.

7 28. The Wentworths' new attorney wrote and faxed Respondent requesting their files  
8 and a refund of the monies they had paid to him. Respondent has not provided the files as  
9 requested.

10 29. Other than the restraining order, Respondent did little or no work on behalf of the  
11 Wentworths.

12 30. Respondent has not refunded any of the money the Wentworths paid him.

13 **Wentworth Grievance-Noncooperation**

14 31. Mr. Wentworth filed his grievance on April 25, 2012. On April 26, 2012, the  
15 Association sent Respondent a copy of Mr. Wentworth's grievance and requested his response  
16 within thirty (30) days. Respondent did not respond to Mr. Wentworth's grievance.

17 **Zulkoski Grievance**

18 32. In or around July 2011, Rachelle Zulkoski hired Respondent to prepare and file a  
19 petition for dissolution of marriage from her husband, Reginald Zulkoski.

20 33. Ms. Zulkoski paid Respondent an advance fee deposit of \$3,500.00 for the  
21 representation.

22 34. Ms. Zulkoski was subsequently unable to reach Respondent. She telephoned and  
23 sent Respondent emails, but he did not answer his phone or respond to her emails.

1 35. In December 2011, Respondent contacted Ms. Zulkoski and requested an  
2 additional \$500.00 to file the dissolution and serve Mr. Zulkoski. Ms. Zulkoski paid  
3 Respondent the additional \$500.00.

4 36. After not hearing from Respondent for months, Ms. Zulkoski attempted to  
5 contact him. Respondent's office phone had been disconnected, and she was not otherwise able  
6 to reach him.

7 37. After hiring new counsel, Ms. Zulkoski learned that Respondent had never filed  
8 her dissolution petition.

9 38. Respondent did no work for Ms. Zulkoski.

10 39. Respondent did not refund any of the money he had been paid by Ms. Zulkoski.

11 **Zulkoski Grievance-Noncooperation**

12 40. Ms. Zulkoski filed her grievance on April 26, 2012. On April 30, 2012, the  
13 Association sent Respondent a copy of Ms. Zulkoski's grievance and requested his response  
14 within thirty (30) days. Respondent did not respond to Ms. Zulkoski's grievance.

15 **WSBA Grievance and Noncooperation**

16 41. On or about February 13, 2012, the Association received a notice from Bank of  
17 America under Rule 15.4(b) of the Rules for Enforcement of Lawyer Conduct (ELC), stating  
18 that an overdraft had occurred in Respondent's IOLTA account (account number ending in  
19 1016).

20 42. On February 16, 2012, an Association Auditor sent Respondent a copy of the  
21 overdraft notice along with a letter requesting he provide a full explanation of the overdraft and  
22 how the overdraft was corrected within thirty (30) days. Because the Association had  
23 previously received notice of an overdraft in Respondent's IOLTA account in 2010, the Auditor  
24 also requested he provide certain records related to his client trust account.



1 43. Respondent did not respond within thirty (30) days.

2 44. On March 20, 2012, the Association sent Respondent a ten (10) day letter  
3 requesting his response within ten days or he would be subpoenaed for a deposition.  
4 Respondent did not respond within the designated time frame.

5 45. On or around April 13, 2012, the Association's Consumer Affairs staff received  
6 a telephone call from lawyer A.J. who rented office space to Respondent. Lawyer A.J.  
7 indicated that Respondent had not been in the office for some time and that his clients were  
8 coming into the office asking for their files. Lawyer A.J. also stated that she had last heard from  
9 Respondent on April 6, 2012 when he last came into the office.

10 46. According to lawyer A.J., Respondent told her that his daughter, who was also  
11 his assistant, had "drained" the funds from Respondent's trust account for her own use.  
12 Respondent also told lawyer A.J. that he was not going to continue in his law practice.  
13 Thereafter, lawyer A.J. telephoned Respondent at least four times, leaving messages.  
14 Respondent did not return her telephone calls.

15 47. On or around April 16, 2012, Disciplinary Counsel attempted to telephone  
16 Respondent. However, Respondent's office number was not accepting calls, and his home  
17 telephone number on file with the Association had been disconnected.

18 48. On May 1, 2012, the Association prepared a subpoena requiring Respondent to  
19 appear at the Association's offices for a deposition on May 23, 2012, and to bring certain  
20 documents and records related to his IOLTA account. On the same date, the subpoena was sent  
21 out for personal service on Respondent at his home address on file with the Association. After  
22 two unsuccessful attempts to serve Respondent, the process server determined that he was  
23 unable to personally serve Respondent.

1           49.     The Association later learned that an unlawful detainer action had been filed  
2 against Respondent and that a physical eviction from his residence had taken place on May 8,  
3 2012.

4           **Johnson Grievance-Noncooperation**

5           50.     On January 24, 2012, Kimberly Johnson filed a grievance against Respondent.

6           51.     On March 29, 2012, Disciplinary Counsel sent Respondent a letter asking him to  
7 provide his client file for Ms. Johnson within two weeks of that letter. Respondent did not  
8 provide the requested information.

9           52.     On April 16, 2012, Disciplinary Counsel sent Respondent a ten (10) day letter by  
10 certified mail notifying him that if he did not provide the client file for Ms. Johnson within ten  
11 days he would be subpoenaed for a deposition. The Association's April 16, 2012 certified letter  
12 was returned as undeliverable/unable to forward.

13           **Haldane Grievance**

14           53.     In May 2011, Patricia Haldane hired Respondent to represent her in a post-  
15 secondary education support matter.

16           54.     Ms. Haldane paid Respondent an advance fee deposit of \$2,500.00.

17           55.     Ms. Haldane was subsequently unable to contact Respondent. She telephoned  
18 and sent Respondent emails, but he did not answer his phone, return her phone calls, or respond  
19 to her emails.

20           56.     After not hearing from Respondent for months, on or about December 2011,  
21 Respondent telephoned Ms. Haldane and told her that the matter was set for arbitration on  
22 March 6, 2012.

23           57.     Ms. Haldane repeatedly attempted to reach Respondent about the upcoming  
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1 arbitration, but Respondent did not answer his phone, return Ms. Haldane's telephone calls, or  
2 respond to her emails.

3 58. On March 5, 2012, having not heard from Respondent, Ms. Haldane contacted  
4 the arbitrator directly and was told that the arbitration had been rescheduled to April 13, 2012.

5 59. Respondent did not file the required paperwork prior to the arbitration.

6 60. On April 17, 2012, Ms. Haldane sent Respondent a letter requesting an itemized  
7 billing statement and a refund of any unearned fees.

8 61. Respondent did not provide a billing statement to Ms. Haldane.

9 62. Respondent did not do the work for Ms. Haldane that he was hired to do.

10 63. Respondent did not refund any of the advance fee deposit that had been paid by  
11 Ms. Haldane.

12 **Early Grievance**

13 64. On March 22, 2011, Lynette Early hired Respondent to represent her in a post-  
14 secondary support matter.

15 65. Ms. Early paid Respondent an advance fee deposit of \$2,500.00.

16 66. On or about June 9, 2011, Respondent filed the petition for modification of child  
17 support.

18 67. After not hearing from Respondent for months, Ms. Early began trying to contact  
19 Respondent to get information about her case.

20 68. Ms. Early repeatedly attempted to reach Respondent about the status of her case.  
21 Respondent did not answer his phone, return Ms. Early's telephone calls, or respond to the  
22 emails she sent him.

23 69. Respondent contacted Ms. Early in late February 2012 and advised her that he  
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1 would set the matter for arbitration.

2 70. Respondent did not set the matter for arbitration

3 71. Ms. Early received no further communication from Respondent about her case.

4 72. Ms. Early subsequently found out that an order had been entered on March 30,  
5 2012. The order did not provide for post secondary support and reduced the amount of child  
6 support she was to receive for her other child.

7 73. Respondent agreed to entry of the order without authority and without the  
8 knowledge or consent of Ms. Early.

9 74. The terms of the order were contrary to Ms. Early's wishes.

10 **Abandonment of Law Practice**

11 75. As described herein, Respondent has failed to perform services for numerous  
12 clients, vacated his office, failed to provide a way for clients to contact him, failed to respond to  
13 attempts by his clients to contact him, failed to provide a working telephone number so that  
14 clients can contact him, and failed to provide his clients with their client files.

15 76. Respondent has abandoned his law practice.

16 **III. STIPULATION TO MISCONDUCT**

17 **Kankesh Grievance**

18 77. By failing to file the dissolution paperwork as requested and expected by Mr.  
19 Kanesh, Respondent violated RPC 1.3.

20 78. By failing to refund the \$280.00 Mr. Kankesh paid him for the filing fee, thereby  
21 converting the funds for his own use, Respondent violated RPC 1.15A(b) and RPC 1.16(d).

22 **Kankesh Grievance-Noncooperation**

23 79. By failing to respond to the Association's requests for responses and  
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1 information, Respondent violated RPC 8.4(l) by violating ELC 5.3(e).

2 **Franklin Grievance**

3 80. By failing to communicate with Ms. Franklin, Respondent violated RPC 1.4.

4 81. By failing to refund to Ms. Franklin \$500.00 of the advance fee deposit she paid  
5 him, thereby converting the funds for his own use, Respondent violated RPC 1.15A(b) and RPC  
6 1.16(d).

7 **Franklin Grievance-Noncooperation**

8 82. By failing to respond to the Association's requests for responses and  
9 information, Respondent violated RPC 8.4(l) by violating ELC 5.3(e).

10 **Wentworth Grievance**

11 83. By failing to file the Wentworths' bankruptcy, by failing to mail the  
12 Wentworths' paperwork and payments to their creditors after negotiating settlements, and by  
13 delaying the preparation and filing of Mr. Wentworth's restraining order and parenting plan  
14 modification paperwork, Respondent violated RPC 1.3.

15 84. By failing to return the Wentworths' telephone calls or respond to their requests  
16 for information about their matters after March 24, 2012, Respondent violated RPC 1.4.

17 85. By failing to provide the Wentworths' client files to their new counsel,  
18 Respondent violated RPC 1.16(d).

19 86. By failing to return unearned fees to the Wentworths, thereby converting their  
20 funds to his own use, Respondent violated RPC 1.15A(b) and RPC 1.16(d).

21 **Wentworth Grievance-Noncooperation**

22 87. By failing to respond to the Association's requests for responses and  
23 information, Respondent violated RPC 8.4(l) by violating ELC 5.3(e).

1           **Zulkoski Grievance**

2           88.    By failing to prepare and file Ms. Zulkoski's dissolution matter with the court,  
3 Respondent violated RPC 1.3.

4           89.    By failing to adequately communicate with Ms. Zulkoski about the status of her  
5 case and by failing to return her calls and emails, Respondent violated RPC 1.4.

6           90.    By failing to return Ms. Zulkoski's advance fee deposit after failing to perform  
7 any work on her behalf, thereby converting her funds for his own use, Respondent violated RPC  
8 1.15A(b) and RPC 1.16(d).

9           **Zulkoski Grievance-Noncooperation**

10          91.    By failing to respond to the Association's requests for responses and  
11 information, Respondent violated RPC 8.4(l) by violating ELC 5.3(e).

12          **WSBA Grievance and Noncooperation**

13          92.    By permitting his daughter to withdraw funds from his trust account and convert  
14 client funds for her own use, resulting in an overdraft, Respondent violated RPC 1.15A(b) and  
15 RPC 8.4(a).

16          93.    By failing to properly supervise his daughter/nonlawyer assistant, Respondent  
17 violated RPC 5.3(b) and/or RPC 5.3(c).

18          94.    By failing to respond to the Association's requests for responses and  
19 information, Respondent violated RPC 8.4(l) by violating ELC 5.3(e).

20          **Johnson Grievance-Noncooperation**

21          95.    By failing to respond to the Association's requests for responses and  
22 information, Respondent violated RPC 8.4(l) by violating ELC 5.3(e).

23          **Haldane Grievance**

1 96. By failing to diligently represent Ms. Haldane, Respondent violated RPC 1.3.

2 97. By failing to adequately communicate with Ms. Haldane about the status of her  
3 case and by failing to return her calls and emails, Respondent violated RPC 1.4.

4 98. By failing to return Ms. Haldane's advance fee deposit after failing to perform  
5 the work he was hired to do on her behalf, thereby converting her funds for his own use,  
6 Respondent violated RPC 1.15A(b) and RPC 1.16(d).

7 99. By failing to provide Ms. Haldane with an accounting when requested to do so,  
8 Respondent violated RPC 1.15A(e).

9 **Early Grievance**

10 100. By agreeing to the entry of an order that was contrary to Ms. Early's wishes,  
11 without authority to do so and without Ms. Early's knowledge and consent, Respondent violated  
12 RPC 1.2(a).

13 101. By failing to diligently represent Ms. Early, Respondent violated RPC 1.3.

14 102. By failing to adequately communicate with Ms. Early about the status of her case  
15 and by failing to return her calls and emails, Respondent violated RPC 1.4.

16 103. By failing to return Ms. Early's advance fee deposit after failing to perform any  
17 work on her behalf, thereby converting her funds for his own use, Respondent violated RPC  
18 1.15A(b) and RPC 1.16(d).

19 **Abandonment of Law Practice**

20 104. By abandoning his law practice, Respondent violated RPC 1.3.

21 **IV. PRIOR DISCIPLINE**

22 105. Respondent has no prior discipline.  
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1 **V. APPLICATION OF ABA STANDARDS**

2 106. The American Bar Association Standards for Imposing Lawyer Sanctions (1991  
3 ed. & Feb. 1992 Supp.), that apply to this case are attached hereto as Appendix A.

4 **Kankesh Grievance**

5 107. ABA Standard 4.4 applies to Respondent's violation of RPC 1.3.

6 108. Respondent's failure to file Mr. Kankesh's dissolution was knowing. There was  
7 injury to Mr. Kankesh in that his dissolution was unnecessarily delayed, causing Mr. Kankesh  
8 unnecessary stress. The presumptive sanction is suspension.

9 109. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b).

10 110. Respondent acted knowingly in failing to refund the \$280.00 cost advance that  
11 Mr. Kankesh paid him, thereby converting it to his own use. There was injury to Mr. Kankesh  
12 in that he was deprived of his funds. The presumptive sanction is disbarment.

13 111. ABA Standard 7.0 applies to Respondent's violation of RPC 1.16(d).

14 112. Respondent acted knowingly in failing to refund the \$280.00 cost advance that  
15 Mr. Kankesh paid him at the termination of the representation. There was injury to Mr.  
16 Kankesh in that he was deprived of his funds and had to pay additional money to file his  
17 dissolution. The presumptive sanction is disbarment.

18 **Kankesh Grievance-Noncooperation**

19 113. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l) by violating  
20 ELC 5.3(e).

21 114. Respondent acted knowingly in failing to cooperate with the Association's  
22 investigation of the grievances filed against him. The presumptive sanction is disbarment.

23 **Franklin Grievance**



1 115. ABA Standard 4.4 applies to Respondent's violation of RPC 1.4.

2 116. Respondent's failure to respond to Ms. Franklin's requests for information or  
3 otherwise communicate with her was intentional. There was injury to Ms. Franklin in that she  
4 had no information about the status of her case, causing her unnecessary stress. The  
5 presumptive sanction is suspension.

6 117. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b).

7 118. Respondent acted knowingly in failing to refund \$500.00 of the advance fee  
8 deposit that Ms Franklin paid him, thereby converting it to his own use. There was injury to  
9 Ms. Franklin in that she was deprived of her funds. The presumptive sanction is disbarment.

10 119. ABA Standard 7.0 applies to Respondent's violation of RPC 1.16(d).

11 120. Respondent acted knowingly in failing to refund the \$500.00 advance fee deposit  
12 at the termination of the representation. There was injury to Ms. Franklin in that she was  
13 deprived of her funds. The presumptive sanction is disbarment.

14 **Franklin Grievance-Noncooperation**

15 121. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l) by violating  
16 ELC 5.3(e).

17 122. Respondent acted knowingly in failing to cooperate with the Association's  
18 investigation of the grievances filed against him. The presumptive sanction is disbarment

19 **Wentworth Grievance**

20 123. ABA Standard 4.4 is applies to Respondent's violation of RPC 1.3.

21 124. Respondent acted knowingly in failing to file the Wentworths' bankruptcy,  
22 failing to mail their paperwork and payments to their creditors after negotiating settlements, and  
23 by delaying the preparation of Mr. Wentworth's restraining order and modification of parenting  
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1 plan. There was serious injury to the Wentworths in that their accounts were garnished and they  
2 ultimately paid more to their creditors than they would have if Respondent had diligently  
3 represented them. The presumptive sanction is disbarment.

4 125. ABA Standard 4.4 applies to Respondent's violation of RPC 1.4.

5 126. Respondent's failure to respond to the Wentworths' requests for information or  
6 otherwise communicate with them was intentional. There was injury to them in that they  
7 thought that Respondent had performed the work on their behalf that they had hired him to do.  
8 The presumptive sanction is disbarment.

9 127. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b).

10 128. Respondent acted knowingly in failing to refund the \$6,000.00 that the  
11 Wentworths paid him, thereby converting the funds to his own use. There was serious injury to  
12 the Wentworths in that they were deprived of a substantial amount of money. The presumptive  
13 sanction is disbarment.

14 129. ABA Standard 7.0 applies to Respondent's violation of RPC 1.16(d).

15 130. Respondent acted knowingly in failing to refund the \$6,000.00 in fees the  
16 Wentworths paid him and failing to provide them with their client file at the termination of the  
17 representation. There was serious injury to the Wentworths in that they were deprived of their  
18 funds. They also suffered serious injury in that their new lawyer was hampered in her ability to  
19 represent them because of Respondent's failure to provide their client file. The presumptive  
20 sanction is disbarment.

21 **Wentworth Grievance-Noncooperation**

22 131. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l) by violating  
23 ELC 5.3(e).

1 132. Respondent acted knowingly in failing to cooperate with the Association's  
2 investigation of the grievances filed against him. The presumptive sanction is disbarment

3 **Zulkoski Grievance**

4 133. ABA Standard 4.4 applies to Respondent's violation of RPC 1.3.

5 134. Respondent acted knowingly in failing to prepare and file Ms. Zulkoski's  
6 petition for dissolution of marriage. There was serious injury to Ms. Zulkoski in that she was  
7 not even aware that the petition had not been filed until she hired a new lawyer who informed  
8 her of the fact. Because of Respondent's delay, Ms. Zulkoski had to wait an additional eight  
9 months to begin the process of dissolving her marriage. The presumptive sanction is  
10 disbarment.

11 135. ABA Standard 4.4 applies to Respondent's violation of RPC 1.4.

12 136. Respondent's failure to communicate with Ms. Zulkoski about the status of her  
13 case and failure to return her telephone calls and emails was knowing. There was injury to Ms.  
14 Zulkoski in that she had no information about the status of her case, causing her unnecessary  
15 stress. The presumptive sanction is suspension.

16 137. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b).

17 138. Respondent acted knowingly in failing to refund the \$4,000.00 that Ms Zulkoski  
18 paid him, thereby converting the funds to his own use. There was serious injury to Ms.  
19 Zulkoski in that she was deprived of a substantial amount of money. The presumptive sanction  
20 is disbarment.

21 139. ABA Standard 7.0 applies to Respondent's violation of RPC 1.16(d).

22 140. Respondent acted knowingly in failing to refund the \$4,000.00 in fees Ms.  
23 Zulkoski had paid him. There was serious injury to the Ms. Zulkoski in that she was deprived  
24

1 of her funds. The presumptive sanction is disbarment.

2 **Zulkoski Grievance-Noncooperation**

3 141. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l) by violating  
4 ELC 5.3(e).

5 142. Respondent acted knowingly in failing to cooperate with the Association's  
6 investigation of the grievances filed against him. The presumptive sanction is disbarment

7 **WSBA Grievance**

8 143. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b) and  
9 8.4(a).

10 144. Respondent should have known that his daughter was withdrawing funds from  
11 his trust account and converting client funds to her own use. There was serious injury to  
12 Respondent's clients in that they lost substantial amounts of money. The presumptive sanction  
13 is suspension.

14 145. ABA Standard 7.0 applies to Respondent's violations of RPC 5.3(b) and RPC  
15 5.3(c).

16 146. Respondent's failure to supervise his nonlawyer assistant, who was also his  
17 daughter, was knowing. There was serious injury to his clients in that his lack of supervision  
18 permitted his daughter to convert client funds for her own use. The presumptive sanction is  
19 suspension.

20 **WSBA Grievance-Noncooperation**

21 147. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l) by violating  
22 ELC 5.3(e).

23 148. Respondent acted knowingly in failing to cooperate with the Association's  
24

1 investigation of the grievances filed against him. The presumptive sanction is disbarment.

2 **Johnson Grievance-Noncooperation**

3 149. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l) by violating  
4 ELC 5.3(e).

5 150. Respondent acted knowingly in failing to cooperate with the Association's  
6 investigation of the grievances filed against him. The presumptive sanction is disbarment.

7 **Haldane Grievance**

8 151. ABA Standard 4.4 applies to Respondent's violation of RPC 1.3.

9 152. Respondent acted knowingly in failing to prepare the documents required for the  
10 arbitration. There was serious injury to Ms. Haldane in that the resolution of her case was  
11 delayed and she was forced to hire another layer to finish her case. The presumptive sanction is  
12 disbarment.

13 153. ABA Standard 4.4 applies to Respondent's violation of RPC 1.4.

14 154. Respondent's failure to communicate with Ms. Haldane about the status of her  
15 case and failure to return her telephone calls and emails was knowing. There was injury to Ms.  
16 Haldane in that she had no information about the status of her case, causing her unnecessary  
17 stress. The presumptive sanction is suspension.

18 155. ABA Standard 4.1 applies to Respondent's violations of RPC 1.15A(b) and RPC  
19 1.15(e).

20 156. Respondent acted knowingly in failing to refund the \$2,500 Ms. Haldane paid  
21 him, thereby converting the funds to his own use. Respondent also acted knowingly in not  
22 providing an accounting to Ms. Haldane. There was serious injury to Ms. Haldane in that she  
23 was deprived of a substantial amount of money and the lack of an accounting hindered her  
24

1 ability to take any steps to recover the funds. The presumptive sanction is disbarment.

2 157. ABA Standard 7.0 applies to Respondent's violation of RPC 1.16(d).

3 158. Respondent acted knowingly in failing to refund the \$2,500.00 in fees Ms.  
4 Haldane had paid him. There was serious injury to the Ms. Haldane in that she was deprived of  
5 her funds. The presumptive sanction is disbarment.

6 **Early Grievance**

7 159. ABA Standard 4.4 applies to Respondent's violation of RPC 1.2.

8 160. Respondent acted knowingly in agreeing to the entry of an order when he was  
9 not authorized to do so and that was contrary to Ms. Early's wishes. There was serious injury to  
10 Ms. Early in that she had hired Respondent to obtain post secondary education support and the  
11 order Respondent agreed to did not provide for that support. There was also serious injury to  
12 Ms. Early in that the order Respondent agreed to reduced the child support that Ms. Early was  
13 receiving for her younger child, which was also contrary to Ms. Early's wishes. The  
14 presumptive sanction is disbarment.

15 161. ABA Standard 4.4 applies to Respondent's violation of RPC 1.3.

16 162. Respondent acted knowingly in failing to set Ms. Early's matter for arbitration.  
17 There was serious injury to Ms. Early in that she was denied the post secondary support she  
18 sought because of Respondent's failure to act. The presumptive sanction is disbarment

19 163. ABA Standard 4.4 applies to Respondent's violation of RPC 1.4.

20 164. Respondent's failure to communicate with Ms. Early about the status of her case  
21 and failure to return her telephone calls and emails was knowing. There was injury to Ms. Early  
22 in that she had no information about the status of her case, causing her unnecessary stress. The  
23 presumptive sanction is suspension.

1 165. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b).

2 166. Respondent acted knowingly in failing to refund the \$2,500.00 that Ms. Early  
3 paid him, thereby converting the funds to his own use. There was serious injury to Ms. Early in  
4 that she was deprived of a substantial amount of money. The presumptive sanction is  
5 disbarment.

6 167. ABA Standard 7.0 applies to Respondent's violation of RPC 1.16(d).

7 168. Respondent acted knowingly in failing to refund the \$2,500.00 in fees Ms. Early  
8 had paid him. There was serious injury to Ms. Early in that she was deprived of her funds. The  
9 presumptive sanction is disbarment.

10 **Abandonment of Practice**

11 169. ABA Standard 4.4 applies to Respondent's abandonment of his practice, in  
12 violation of RPC 1.3.

13 170. Respondent intentionally abandoned his practice. There was serious injury to  
14 many of his clients in that they were not able to get information about their cases, were not able  
15 to contact Respondent, and were not able to get their client files. The presumptive sanction is  
16 disbarment

17 171. The following aggravating factors apply under ABA Standards Section 9.22:

18 (b) dishonest or selfish motive;  
19 (c) a pattern of misconduct;  
20 (d) multiple offenses;  
20 (i) substantial experience in the practice of law [Respondent was admitted in  
1992].

21 172. The following mitigating factors apply under ABA Standards Section 9.32:

22 (a) absence of a prior disciplinary record.

23 173. It is an additional mitigating factor that Respondent has agreed to resolve this  
24

1 matter at an early stage of the proceedings.

2 174. On balance the aggravating and mitigating do not require a departure from the  
3 presumptive sanction

#### 4 VI. STIPULATED DISCIPLINE

5 175. Respondent hereby stipulates to disbarment.

6 176. Respondent's reinstatement is conditioned on repayment of all costs and all  
7 restitution listed below.

#### 8 VII. RESTITUTION

9 177. Respondent shall pay the following restitution to the following individuals:

- 10 • Srivatsavaram Kankesh: \$280.00
- 11 • Seetong Franklin: \$500.00
- 12 • Jeffrey and Cindy Wentworth: \$6,000.00
- 13 • Rachelle Zulkoski: \$4,000.00
- 14 • Patricia Haldane: \$2,500.00
- 15 • Lynette Early: \$2,500.00

16 178. Reinstatement from disbarment is conditioned upon full restitution to each of the  
17 above named clients, or the Lawyer's Fund for Client Protection if appropriate, of all funds  
18 owed, plus interest at the rate of 9% per annum, calculated from the date on which the client  
19 was first entitled to receive the funds to the date on which repayment is made.

#### 20 VIII. COSTS AND EXPENSES

21 179. In light of Respondent's willingness to resolve this matter by stipulation at an  
22 early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of  
23 \$750.00 in accordance with ELC 13.9(i). The Association will seek a money judgment under  
24



1 ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

2 Reinstatement from suspension or disbarment is conditioned on payment of costs.

3 **IX. VOLUNTARY AGREEMENT**

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

9 **X. LIMITATIONS**

10 181. 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 the Association. Both the  
13 respondent lawyer and the Association acknowledge that the result after further proceedings in  
14 this matter might differ from the result agreed to herein.

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

18 183. 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  
24

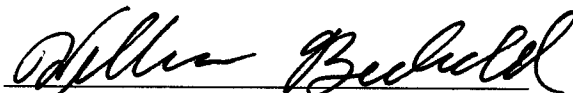
1 Stipulation.

2 184. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary  
3 Board shall have available to it for consideration all documents that the parties agree to submit  
4 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that  
5 form the record before the Board for its review become public information on approval of the  
6 Stipulation by the Board, unless disclosure is restricted by order or rule of law.

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

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

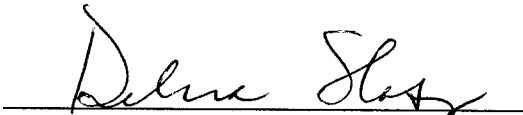
14 WHEREFORE the undersigned being fully advised, adopt and agree to the facts and  
15 terms of this Stipulation to Discipline as set forth above.

16 

17 William Bechold, Bar No. 21896

18 Respondent

16 Dated: 9/12/2012

19 

20 Debra Slater, Bar No. 18346

21 Disciplinary Counsel

19 Dated: 9/12/12