

FILED

MAY 29 2014

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

TAMARA MARIE CHIN,

Lawyer (Bar No. 23062).

Proceeding No. 12#00118

STIPULATION TO SUSPENSION

Under Rule 9.1 of the 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 Natalea Skvir, Respondent's Counsel Stephen Christopher Smith and Respondent lawyer Tamara Marie Chin.

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

DW

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

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to practice law in the State of Washington on November
5 10, 1993.

6 **II. STIPULATED FACTS**

7 **Prater representation**

8 2. In February 2011, Angela Prater asked if Respondent would represent her in her
9 pending dissolution.

10 3. Respondent told Ms. Prater she could not do so pro bono.

11 4. Ms. Prater's husband had paid \$1,800 into the court registry for temporary
12 maintenance ordered by the court.

13 5. Respondent agreed to the representation if Ms. Prater would use the court-held funds
14 to pay her, and Ms. Prater agreed.

15 6. Respondent told Ms. Prater her hourly fee was \$240 but did not provide billing
16 details or define the scope of representation, or give her a written fee agreement.

17 7. Ms. Prater subsequently asked Respondent to fax her a "rundown" of her charges,
18 but received none.

19 8. On or about April 22, 2011, Respondent appeared in court for Ms. Prater.

20 9. The court reduced the previously ordered maintenance and ordered the clerk to
21 disburse \$625 of the funds in the registry to Respondent on Ms. Prater's behalf and the
22 remainder to Mr. Prater.

23 10. On May 2, 2011, the clerk disbursed the entire \$1,800 to Respondent.

1 11. That same day, Respondent split the \$1,800 check, depositing \$650 into her
2 operating account as having been earned, and the remainder into her trust account.

3 12. Respondent did not keep records of time spent on Ms. Prater's case.

4 13. Respondent did not tell Ms. Prater she had received the entire \$1,800 or bill her for
5 work done to date before she took the \$650 as earned fees.

6 14. Without providing Ms. Prater a written bill or statement of time spent working on
7 her matter, Respondent paid herself another \$450 from trust on May 10, 2011 and another \$698
8 on May 11, 2011.

9 **III. STIPULATION TO MISCONDUCT**

10 15. By failing to explain to Ms. Prater the financial terms of her representation and/or
11 the basis of her fee, Respondent violated RPC 1.4 and RPC 1.5(b).

12 16. By failing to inform Ms. Prater that she had received \$1,800 from the court on her
13 behalf and that she had taken \$650 of the funds as earned fees, Respondent violated RPC
14 1.4(a)(3) and RPC 1.15A(d).

15 17. By failing to deposit the \$1,800 check she received from the court on the Prater
16 matter into her trust account intact, Respondent violated RPC 1.15A(h)(4).

17 18. By depositing \$650 of the funds received from the Court on the Prater matter into
18 her own operating account without establishing her entitlement to the funds, Respondent
19 violated RPC 1.15A(c).

20 19. By failing to provide Ms. Prater reasonable written notice of her intent to withdraw
21 fees from her trust account, Respondent violated RPC 1.15A(h)(3).

22 **IV. PRIOR DISCIPLINE**

23 20. In 2013, Respondent received a reprimand for failing to deposit and maintain client

1 funds in trust or to maintain adequate trust account records as required by RPC 1.15A and
2 1.15B, and failing to provide a client an accounting of advanced fees and to reasonably
3 safeguard a client's confidential financial information.

4 V. APPLICATION OF ABA STANDARDS

5 21. The following American Bar Association Standards for Imposing Lawyer Sanctions
6 (1991 ed. & Feb. 1992 Supp.) apply to this case:

7 22. ABA Standard 4.1 is most applicable to the duty to properly handle client funds.

8 23. ABA Standard 4.4 is most applicable to Ms. Chin's failure to promptly comply with
9 Ms. Prater's request for information on fees to be charged.

10 24. ABA Standard 4.6 is most applicable to Ms. Chin's failure to provide Ms. Prater
11 with accurate and complete information concerning her fees.

12 25. Respondent knew or should have known that she was improperly handling client
13 funds entrusted to her. When she started representing Ms. Prater, Respondent had been under
14 investigation by Disciplinary Counsel for six months regarding her mishandling of her trust
15 account and client funds, had already been provided a booklet with detailed explanations of the
16 requirements of RPC 1.15A and RPC 1.15B and how to comply with them, and was meeting
17 with a bookkeeper she hired to help her bring her practices into compliance.

18 26. Respondent knowingly failed to respond to Ms. Prater's request for a written
19 description of her charges and was negligent in failing to give her complete information about
20 her fees.

21 27. Ms. Prater was injured by Respondent's failure to clearly explain the basis of her
22 fees and to document her right to take them from Ms. Prater's maintenance funds, and by
23 having no opportunity to question those fees before they were taken.

1 28. The presumptive sanction is suspension.

2 29. The following aggravating factor applies under ABA Standard 9.22:

3 (i) substantial experience in the practice of law: Respondent was admitted in
4 1993.

5 30. The following mitigating factor applies under ABA Standard 9.32:

6 (c) personal and emotional problems: Respondent's professional life and
7 ability to keep accurate records were complicated by the fact that she was, at the
8 time, a single parent to a physically disabled child. During the period of this
9 misconduct, this child was experiencing seizure-like activity which made him
10 physically violent and caused a great deal of property destruction. This
11 substantially impaired Respondent's ability to comply with her professional
12 obligations in this matter.

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

15 VI. STIPULATED DISCIPLINE

16 32. The parties stipulate that Respondent shall receive a forty-five-day suspension for
17 her conduct.

18 33. Respondent will be subject to probation for a period of one year. The period of
19 probation ordered by the June 18, 2013 Order of the Hearing Officer in Proceeding No.
20 11#00089 will be extended for an additional year, requiring review of Respondent's trust
21 account records in February 2015 and August 2015 under the same terms as the June 18, 2013
22 order.

23 34. Reinstatement is conditioned upon repayment of costs as set forth below.

24 VII. RESTITUTION

35. Restitution is not required in this case.

VIII. COSTS AND EXPENSES

36. Respondent shall pay attorney fees and administrative costs of \$500 in accordance

1 with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these
2 costs are not paid within 30 days of approval of this stipulation. Reinstatement from suspension
3 or disbarment is conditioned on payment of costs.

4 IX. VOLUNTARY AGREEMENT

5 37. Respondent states that prior to entering into this Stipulation she has consulted an
6 independent legal counsel regarding this Stipulation, that Respondent is entering into this
7 Stipulation voluntarily, and that no promises or threats have been made by ODC, the
8 Association, nor by any representative thereof, to induce the Respondent to enter into this
9 Stipulation except as provided herein.

10 X. LIMITATIONS

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

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

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

1 subsequent proceedings against Respondent to the same extent as any other approved
2 Stipulation.

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

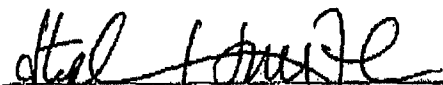
8 42. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
9 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
10 Rules for Enforcement of Lawyer Conduct will be made.

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

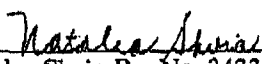
15 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation
16 to Discipline as set forth above.

17 
18 Tamara Marie Chin, Bar No. 23062
19 Respondent

Dated: 2/5/14

20 
21 Stephen Christopher Smith, Bar No. 15414
22 Counsel for Respondent

Dated: 2.4.14

23 
24 Natalea Skvir, Bar No. 34335
Disciplinary Counsel

Dated: 2-4-14