

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

FEB 03 2014

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

GERALD FRANCIS ROBISON,

Lawyer (Bar No. 23118).

Proceeding No. 13#00100

STIPULATION TO ADMONITION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Admonition is entered into by the Washington State Bar Association (Association), through disciplinary counsel Sachia Stonefeld Powell and Respondent lawyer Gerald Francis Robison.

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

1 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
2 avoid the risk, time, and 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 22, 1993.

6 II. STIPULATED FACTS

7 2. In 1997, Respondent prepared an irrevocable trust for Elmer and Josephine Hautala,
8 which the Hautalas signed on August 21, 1997.

9 3. Under the terms of the trust, Mr. Hautala was the trustee and Mr. and Mrs. Hautala
10 were the primary beneficiaries. On termination, the trust corpus was to be divided equally
11 among the Hautalas' three children: Raymond Hautala¹, Mary Mummert and John Hautala.

12 4. The trust corpus included the Hautalas' home, which was to go to Raymond on the
13 Hautalas' death, and Raymond was to pay his siblings, Mary and John, their equal interest in the
14 home.

15 5. In 2001, the Hautalas and their children executed a Quit Claim Deed and removed
16 the house from the trust corpus and gave it to Raymond outright. Respondent prepared the Quit
17 Claim Deed for them, which they signed on July 7, 2001. Raymond paid his siblings as
18 provided in the Trust.

19 6. The Hautalas lived in the home for a period of time, but subsequently moved out.

20 7. Much of Respondent's representation had concluded by 2003, although Mr. Hautala
21 continued to consult with Respondent on assorted issues until approximately June 2010.

22 8. Respondent did not communicate with Mr. Hautala after June 2010.

23 ¹ Because there are several people with the last name of Hautala, Raymond, John, and Mary will
24 be referred to by their first names of clarification. No disrespect is intended.

1 9. Respondent did not communicate with Mrs. Hautala after June 2010.

2 10. Ultimately, the Hautalas became involved in numerous, contentious legal actions
3 arising from a dispute with Raymond, as well as questions regarding Mr. Hautala's competency.

4 11. In October 2011, the Hautalas petitioned for an action under the Trust and Estate
5 Dispute Resolution Act (TEDRA), seeking to have the July 2001 Quit Claim reflect that the
6 Hautalas maintained a life estate and right of possession in the home, among other things. In Re
7 Elmer Y. Hautala and Josephine Hautala, King County Superior Court Cause Number 11-4-
8 05682-9 KNT.

9 12. On February 13, 2012, while the TEDRA action was pending, a short article
10 appeared in the police blotter section of the Highline Times online. Entitled "Son swindles
11 elderly couple out of their home," the story claimed that the Hautalas' "son took advantage of
12 them by taking their money and throwing them out of their home."

13 13. On February 27, 2012, Respondent wrote a letter to the Highline Times regarding
14 the February 13, 2012 story. The letter appeared under the title: "LETTER: Attorney writes
15 son is not swindling parents" in the Highline Times online.

16 14. In the letter, Respondent revealed many facts about the Hautalas, including
17 information about the terms of the trust, the quit claim deed, and Respondent's related legal
18 services for them, as well as the litigation regarding Mr. Hautala's competency.

19 15. Respondent did not have the Hautalas' authorization to make these statements.

20 16. The disclosure was not impliedly authorized in order to carry out their
21 representation.

22 17. The disclosure was not permitted under the applicable rules.

III. STIPULATION TO MISCONDUCT

18. By revealing information relating to the representation of his clients without their informed consent, when the disclosure was not impliedly authorized in order to carry out the representation and was not permitted by the rule, Respondent violated RPC 1.6.

IV. PRIOR DISCIPLINE

19. Respondent has no prior discipline.

V. APPLICATION OF ABA STANDARDS

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

4.2 *Failure to Preserve the Client's Confidences*

4.21 **Disbarment** is generally appropriate when a lawyer, with the intent to benefit the lawyer or another, knowingly reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

4.22 **Suspension** is generally appropriate when a lawyer knowingly reveals information relating to the representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

4.23 **Reprimand** is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes injury or potential injury to a client.

4.24 **Admonition** is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes little or no actual or potential injury to a client.

21. Respondent acted negligently in that he believed that the information he revealed was not subject to RPC 1.6 because it was taken from publicly-filed pleadings.

22. The clients suffered little potential injury and no actual injury.

23. The presumptive sanction is admonition.

24. The following aggravating factor applies under ABA Standards Section 9.22:

1 (i) substantial experience in the practice of law [19 years].

2 25. The following mitigating factors apply under ABA Standards Section 9.32:

3 (a) absence of a prior disciplinary record, and

4 (b) absence of a dishonest or selfish motive;

5 26. It is an additional mitigating factor that Respondent has agreed to resolve this matter
6 at an early stage of the proceedings.

7 27. On balance the aggravating and mitigating factors do not require a departure from
8 the presumptive sanction.

9 **VI. STIPULATED DISPOSITION**

10 28. The parties stipulate that Respondent shall receive an admonition for his conduct.

11 **VII. RESTITUTION**

12 29. Restitution is not appropriate.

13 **VIII. COSTS AND EXPENSES**

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

18 **IX. VOLUNTARY AGREEMENT**

19 31. Respondent states that prior to entering into this Stipulation he had an opportunity to
20 consult independent legal counsel regarding this Stipulation, that Respondent is entering into
21 this Stipulation voluntarily, and that no promises or threats have been made by the Association,
22 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
23 as provided herein.

III. STIPULATION TO MISCONDUCT

18. By revealing information relating to the representation of his clients without their informed consent, when the disclosure was not impliedly authorized in order to carry out the representation and was not permitted by the rule, Respondent violated RPC 1.6.

IV. PRIOR DISCIPLINE

19. Respondent has no prior discipline.

V. APPLICATION OF ABA STANDARDS

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

4.2 *Failure to Preserve the Client's Confidences*

4.21 **Disbarment** is generally appropriate when a lawyer, with the intent to benefit the lawyer or another, knowingly reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

4.22 **Suspension** is generally appropriate when a lawyer knowingly reveals information relating to the representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

4.23 **Reprimand** is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes injury or potential injury to a client.

4.24 **Admonition** is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes little or no actual or potential injury to a client.

21. Respondent acted negligently in that he believed that the information he revealed was not subject to RPC 1.6 because it was taken from publicly-filed pleadings.

22. The clients suffered little potential injury and no actual injury.

23. The presumptive sanction is admonition.

24. The following aggravating factor applies under ABA Standards Section 9.22:

1 (i) substantial experience in the practice of law [19 years].

2 25. The following mitigating factors apply under ABA Standards Section 9.32:

3 (a) absence of a prior disciplinary record, and

4 (b) absence of a dishonest or selfish motive;

5 26. It is an additional mitigating factor that Respondent has agreed to resolve this matter
6 at an early stage of the proceedings.

7 27. On balance the aggravating and mitigating factors do not require a departure from
8 the presumptive sanction.

9 **VI. STIPULATED DISPOSITION**

10 28. The parties stipulate that Respondent shall receive an admonition for his conduct.

11 **VII. RESTITUTION**

12 29. Restitution is not appropriate.

13 **VIII. COSTS AND EXPENSES**

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

18 **IX. VOLUNTARY AGREEMENT**

19 31. Respondent states that prior to entering into this Stipulation he had an opportunity to
20 consult independent legal counsel regarding this Stipulation, that Respondent is entering into
21 this Stipulation voluntarily, and that no promises or threats have been made by the Association,
22 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
23 as provided herein.

X. LIMITATIONS

1
2
3
4
5
6
32. This Stipulation is a compromise agreement intended to resolve this matter in accordance with the purposes of lawyer discipline while avoiding further proceedings and the expenditure of additional resources by the Respondent and the Association. Both the Respondent lawyer and the Association acknowledge that the result after further proceedings in this matter might differ from the result agreed to herein.

7
8
9
33. This Stipulation is not binding upon the Association or the respondent as a statement of all existing facts relating to the professional conduct of the respondent lawyer, and any additional existing facts may be proven in any subsequent disciplinary proceedings.

10
11
12
13
14
15
16
34. This Stipulation results from the consideration of various factors by both parties, including the benefits to both by promptly resolving this matter without the time and expense of hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As such, approval of this Stipulation will not constitute precedent in determining the appropriate sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

17
18
19
35. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for his or her review become public information on approval of the Stipulation by the Hearing Officer, unless disclosure is restricted by order or rule of law.

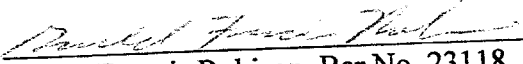
20
21
22
36. If this Stipulation is approved by the Hearing Officer, it will be followed by the disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement of Lawyer Conduct will be made.

23
24
37. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have


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

no force or effect, and neither it nor the fact of its execution will be admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or criminal action.

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


Gerald Francis Robison, Bar No. 23118
Respondent

Dated: 1-16-14


Sachia Stonefeld Powell, Bar No. 21166
Disciplinary Counsel

Dated: 1/21/14