

FILED

AUG 23 2012

DISCIPLINARY BOARD

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

VIVIAN LEIGH WHITE,  
Lawyer (Bar No. 23653).

Proceeding No. 11#00090

FINDINGS OF FACT, CONCLUSIONS OF  
LAW AND HEARING OFFICER'S  
RECOMMENDATION

In accordance with Rule 10.6 of the Rules for Enforcement of Lawyer Conduct (ELC),  
the undersigned Hearing Officer held a default hearing on August 23, 2012.

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW  
REGARDING CHARGED VIOLATIONS**

1. The Formal Complaint (Bar File No. 15) charged Vivian Leigh White with  
misconduct as set forth therein.

2. Under ELC 10.6(a)(4), the Hearing Officer finds that each of the facts set forth in  
the Formal Complaint is admitted and established.

3. Under ELC 10.6(a)(4), the Hearing Officer concludes that violations charged in  
the Formal Complaint (Bar File No. 15) are admitted and established as follows.

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW  
REGARDING RECOMMENDED SANCTION**

**Count 1: Violations of RPC 1.3, RPC 8.4(d), and RPC 8.4(j)**

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1        **Violation of RPC 1.3**

2            4.        By intentionally failing to provide written accountings of the Olsons' funds as  
3 requested and when ordered by the court, Respondent violated RPC 1.3.

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

5            4.41 Disbarment is generally appropriate when:

- 6            (a)       a lawyer abandons the practice and causes serious or potentially serious  
7            injury to a client; or  
8            (b)       a lawyer knowingly fails to perform services for a client and causes  
9            serious or potentially serious injury to a client; or  
10           (c)       a lawyer engages in a pattern of neglect with respect to client matters and  
11           causes serious or potentially serious injury to a client.

12           6.        Respondent engaged in a pattern of neglect with respect to numerous clients and  
13 numerous client matters. Respondent acted knowingly in failing to provide the accountings  
14 when requested and when ordered by the court to do so.

15           7.        There was serious injury to Mrs. Olson in that she had no idea how much money  
16 was on deposit and whether her bills were being paid.

17           8.        The presumptive sanction for Respondent's violation of RPC 1.3 is disbarment.

18        **Violation of RPC 8.4(d)**

19           9.        By intentionally failing to provide written accountings of the Olson's fund when  
20 requested and when ordered by the court, Respondent violated RPC 8.4(d).

21           10.      ABA Standard 6.0 applies to Respondent's violation of RPC 8.4(d):

22           6.12 Suspension is generally appropriate when a lawyer knows that false  
23 statements or documents are being submitted to the court or that material  
24 information is improperly being withheld, and takes no remedial action,  
and causes injury or potential injury to a party to the legal proceeding, or  
causes an adverse or potentially adverse effect on the legal proceeding.

            11.      Respondent acted intentionally in failing to provide accountings of the Olsons'  
funds.

1 12. There was injury to the legal system as a result of Respondent's actions in that  
2 needless documents were filed and unnecessary hearings were held, taking unnecessary court  
3 time.

4 13. The presumptive sanction is suspension.

5 **Violation of RPC 8.4(j)**

6 14. By intentionally failing to provide accountings of the Olsons' funds when  
7 requested and when ordered by the court, Respondent violated RPC 8.4(j).

8 15. ABA Standard 7.0 applies to violations of RPC 8.4(j):

9 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
10 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.

11 16. Respondent acted intentionally in failing to provide accountings of the Olsons'  
12 funds.

13 17. Respondent's actions resulted in injury to Mrs. Olson, opposing counsel, and to  
14 the legal system. Ms. Goddard was forced to file multiple motions and go to court multiple  
15 times to obtain an accounting of the funds being held for the Olsons. Mrs. Olson was injured in  
16 that she had no idea how much money was on deposit and whether her bills were being paid.  
17 There was injury to the legal system as a result of Respondent's actions in that needless  
18 documents were filed and unnecessary hearings were held, taking unnecessary court time.

19 18. The presumptive sanction is suspension.

20 **Count 2: Violation of RPC 1.15A(e)**

21 19. By intentionally failing to promptly provide written accountings to Mrs. Olson  
22 and opposing counsel after distributing funds from her trust account, and by intentionally failing  
23 to provide Mrs. Olson a written accounting at least annually, Respondent violated RPC  
24

1 1.15A(e).

2 20. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(e):

3 4.2 Suspension is generally appropriate when a lawyer knows or should  
4 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

5 21. Respondent acted intentionally in failing to provide accountings after distribution  
6 of Mrs. Olson's funds from her trust account and in failing to provide an annual accounting to  
7 Mrs. Olson and opposing counsel.

8 22. There was injury to Mrs. Olson in that she repeatedly received billing statements  
9 from her creditors and did not know if the bills had been paid, which caused her significant  
10 stress. Ms. Goddard was injured in that she had to expend additional time and resources to  
11 repeatedly file motions to force Respondent to provide the accountings she was required  
12 provide.

13 23. The presumptive sanction is suspension.

14 **Count 3: Violation of RPC 1.8(h)**

15 24. By drafting and entering into an agreement with Mrs. Olson in which Mrs. Olson  
16 agreed that she was satisfied with Respondent's representation, thereby attempting to limit her  
17 liability to Mrs. Olson for malpractice, without advising Mrs. Olson as to the advisability of  
18 seeking independent legal counsel before signing the agreement, Respondent violated RPC  
19 1.8(h).

20 25. ABA Standard 4.3 applies to Respondent's violation of RPC 1.8(h):

21 4.32 Suspension is generally appropriate when a lawyer knows of a conflict of  
22 interest and does not fully disclose to a client the possible effect of the  
conflict, and causes injury or potential injury to a client.

23 26. Respondent acted knowingly in drafting the settlement agreement with Mrs.  
24

1 Olson that contained language limiting her own liability for malpractice and in failing to advise  
2 Mrs. Olson of the advisability of seeking independent legal counsel as to the agreement.

3 27. Mrs. Olson was potentially injured as she signed the agreement not realizing its  
4 impact and was deprived of the opportunity to seek advice from independent counsel as to the  
5 consequences of signing the agreement.

6 28. The presumptive sanction is suspension.

7 **Count 4: Violation of RPC 8.4(l)**

8 29. By intentionally failing to timely respond to the Association's requests for  
9 information and documents regarding Mrs. Olson's grievance, Respondent violated RPC 8.4(l)  
10 (by failing to comply with ELC 1.5 and ELC 5.3(e)).

11 30. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l):

12 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
13 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.

14 31. Respondent's failure to cooperate with the Association's investigation of Ms.  
15 Olson's grievance was intentional.

16 32. There was actual injury to the legal system in that the Association was forced to  
17 subpoena Respondent multiple times in order to obtain information, using unnecessary  
18 resources.

19 33. The presumptive sanction is suspension.

20 **Count 5: Violations of RPC 1.3 and 3.2**

21 34. By taking over two and one-half (2½) years to complete Ms. Lemley's  
22 uncontested paternity matter, Respondent violated RPC 1.3 and RPC 3.2.

23 35. ABA Standard 4.4 applies to Respondent's violations of RPC 1.3 and RPC 3.2:

24 4.41 Disbarment is generally appropriate when:

- 1 (a) a lawyer abandons the practice and causes serious or potentially serious  
injury to a client; or  
2 (b) a lawyer knowingly fails to perform services for a client and causes  
serious or potentially serious injury to a client; or  
3 (c) a lawyer engages in a pattern of neglect with respect to client matters and  
causes serious or potentially serious injury to a client.  
4

5 36. Respondent engaged in a pattern of neglect with respect to numerous clients and  
6 numerous client matters, causing serious injury to her clients.

7 37. Respondent acted knowingly in taking over two and one-half years to complete  
8 Ms. Lemley's uncontested paternity matter.

9 38. There was serious injury to Ms. Lemley in that her case should have been  
10 concluded in a short amount of time, yet it took Respondent over two years to complete, during  
11 which time Ms. Lemley suffered unnecessary uncertainty and stress as well as financial  
12 consequences.

13 39. The presumptive sanction is disbarment.

14 **Count 6: Violation of RPC 1.15A(e)**

15 40. By intentionally failing to provide Ms. Lemley an accounting of her funds held  
16 in trust upon request and by intentionally failing to provide Ms. Lemley an annual written  
17 accounting of her funds held in trust, Respondent violated RPC 1.15A(e).

18 41. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(e):

19 4.12 Suspension is generally appropriate when a lawyer knows or should  
20 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

21 42. Respondent acted knowingly in failing to provide Ms. Lemley regular billings  
22 and accountings when requested. Respondent's fee agreement with Ms. Lemley clearly outlines  
23 that billings would be sent out on a regular basis, and Ms. Lemley repeatedly asked for an  
24 accounting.

1 43. There was injury to Ms. Lemley in that she was denied information about her  
2 funds, including whether any funds remained in trust at the conclusion of the representation.

3 44. The presumptive sanction is suspension.

4 **Count 7: Violation of RPC 8.4(l)**

5 45. By intentionally failing to provide prompt responses to Ms. Lemley's grievance  
6 when requested by the Association, Respondent violated RPC 8.4(l) (by violating ELC 5.3(e)).

7 46. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l):

8 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
9 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.

10 47. Respondent's failure to cooperate with the Association's investigation of Ms.  
11 Lemley's grievance was intentional.

12 48. There was actual injury to the Association as it was forced to subpoena  
13 Respondent on more than one occasion and expend additional resources in its investigation of  
14 the grievance.

15 49. The presumptive sanction is suspension.

16 **Count 8: Violations of RPC 1.15A(b) and RPC 8.4(c)**

17 **Violation of RPC 1.15A(b)**

18 50. By intentionally refusing to return unearned fees to Ms. Lemley and converting  
19 the funds for her own use without Ms. Lemley's consent or permission, Respondent violated  
20 RPC 1.15A(b).

21 51. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b):

22 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
23 client property and causes injury or potential injury to a client.

24 52. Respondent's conversion of Ms. Lemley's funds was intentional as she knew that

1 she still held funds belonging to Ms. Lemley, and instead of returning those funds, she kept  
2 them for her own use.

3 53. Ms. Lemley suffered serious injury in that she has been deprived of her funds.

4 54. The presumptive sanction is disbarment.

5 **Violation of RPC 8.4(c)**

6 55. By intentionally refusing to return unearned fees to Ms. Lemley and converting  
7 the funds for her own use without Ms. Lemley's consent or permission, Respondent violated  
8 RPC 8.4(c).

9 56. ABA Standard 5.1 applies to Respondent's violation of RPC 8.4(c):

10 5.11 Disbarment is generally appropriate when:

- 11 (a) a lawyer engages in serious criminal conduct, a necessary element of  
12 which includes intentional interference with the administration of justice,  
13 false swearing, misrepresentation, fraud, extortion, misappropriation, or  
14 theft; or the sale, distribution or importation of controlled substances; or  
15 the intentional killing of another; or an attempt or conspiracy or  
16 solicitation of another to commit any of these offenses; or  
17 (b) *a lawyer engages in any other intentional conduct involving dishonesty,  
18 fraud, deceit, or misrepresentation that seriously adversely reflects on  
19 the lawyer's fitness to practice.*

20 57. Respondent's conversion of Ms. Lemley's funds for her own use was an  
21 intentional act involving dishonesty that seriously adversely reflects on her fitness to practice.

22 58. Ms. Lemley was seriously injured by the loss of funds that should have been  
23 refunded to her at the conclusion of the matter.

24 59. The presumptive sanction is disbarment.

**Count 9: Violation of RPC 8.4(l)**

60. By intentionally failing to provide prompt responses to Mr. Hewitt's grievance  
when requested by the Association, Respondent violated RPC 8.4(l) (by violating ELC 5.3(e)).



1 61. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l):

2 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
3 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.

4 62. Respondent's failure to cooperate with the Association's investigation of Mr.  
5 Hewitt's grievance was intentional.

6 63. There was actual injury to the Association as it was forced to subpoena  
7 Respondent on more than one occasion and expend additional resources in its investigation of  
8 the grievance.

9 64. The presumptive sanction is suspension.

10 **Count 10: Violation of RPC 1.16(d)**

11 65. By intentionally failing to forward Mr. Beck's client file to Mr. Cohen when  
12 requested, Respondent violated RPC 1.16(d).

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

14 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
15 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.

16 67. Respondent acted intentionally in failing to provide Mr. Beck with his file.

17 68. Mr. Beck was injured because neither he nor his new attorney had access to  
18 documents and information held in Mr. Beck's file that were needed to continue Mr. Beck's  
19 case.

20 69. The presumptive sanction is suspension.

21 **Count 11: Violation of RPC 1.15A(e)**

22 70. By intentionally failing to provide Mr. Beck an accounting of his funds held in  
23 trust upon request, Respondent violated RPC 1.15A(e).

24 71. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(e):

1 4.12 Suspension is generally appropriate when a lawyer knows or should  
2 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

3 72. Respondent acted knowingly in failing to provide Mr. Beck with accountings  
4 when requested.

5 73. There was injury to Mr. Beck in that he was denied information about his funds,  
6 including the amount of funds that remained in trust at the conclusion of the representation.

7 74. The presumptive sanction is suspension.

8 **Count 12: Violation of RPC 1.5(a)**

9 75. By charging Mr. Beck an unreasonable fee, Respondent violated RPC 1.5(a).

10 76. ABA Standard 7.0 applies to Respondent's violations of RPC 1.5(a):

11 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
12 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.

13 77. Respondent acted knowingly in charging Mr. Beck more than was reasonable for  
14 the services she provided him.

15 78. Mr. Beck suffered serious injury because he paid more than he should have for  
16 the work Respondent performed.

17 79. The presumptive sanction is suspension.

18 **Count 13: Violations of RPC 1.15A(b), RPC 8.4(c), and RPC 1.16(d).**

19 **Violation of RPC 1.15A(b)**

20 80. By intentionally refusing to return unearned fees to Mr. Beck, thereby  
21 converting the funds for her own use without Mr. Beck's consent or permission, Respondent  
22 violated RPC 1.15A(b).

23 81. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b):

1 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
2 client property and causes injury or potential injury to a client.

3 82. Respondent's conversion of Mr. Beck's funds was intentional as Respondent  
4 knew that she still held funds belonging to Mr. Beck and instead of returning those funds, she  
5 kept them for her own use.

6 83. Mr. Beck suffered serious injury in that he has been deprived of his funds.

7 84. The presumptive sanction is disbarment.

8 **Violation of RPC 8.4(c)**

9 85. By intentionally refusing to return unearned fees to Mr. Beck and converting the  
10 funds for her own use without Mr. Beck's consent or permission, Respondent violated RPC  
11 8.4(c).

12 86. ABA Standard 5.1 applies to Respondent's violation of RPC 8.4(c):

13 5.11 Disbarment is generally appropriate when:

- 14 (a) a lawyer engages in serious criminal conduct, a necessary element of  
15 which includes intentional interference with the administration of justice,  
16 false swearing, misrepresentation, fraud, extortion, misappropriation, or  
17 theft; or the sale, distribution or importation of controlled substances; or  
18 the intentional killing of another; or an attempt or conspiracy or  
19 solicitation of another to commit any of these offenses; or  
20 (b) *a lawyer engages in any other intentional conduct involving dishonesty,  
21 fraud, deceit, or misrepresentation that seriously adversely reflects on  
22 the lawyer's fitness to practice.*

23 87. Respondent's conversion of Mr. Beck's funds for her own use was an intentional  
24 act involving dishonesty that seriously adversely reflects on her fitness to practice.

88. Mr. Beck was seriously injured by the loss of funds that should have been  
refunded to him at the conclusion of the matter.

89. The presumptive sanction is disbarment.

**Violation of RPC 1.16(d)**

1 90. By intentionally refusing to refund unearned fees to Mr. Beck and converting  
2 them to her own use without Mr. Beck's consent or permission, Respondent RPC 1.16(d).

3 91. ABA Standard 5.1 applies to Respondent's violation of RPC 1.16(d):

4 5.11 Disbarment is generally appropriate when:

- 5 (a) a lawyer engages in serious criminal conduct, a necessary element of  
6 which includes intentional interference with the administration of justice,  
7 false swearing, misrepresentation, fraud, extortion, misappropriation, or  
8 theft; or the sale, distribution or importation of controlled substances; or  
9 the intentional killing of another; or an attempt or conspiracy or  
10 solicitation of another to commit any of these offenses; or  
11 (b) *a lawyer engages in any other intentional conduct involving dishonesty,  
12 fraud, deceit, or misrepresentation that seriously adversely reflects on  
13 the lawyer's fitness to practice.*

14 92. Respondent acted intentionally in not refunding unearned fees to Mr. Beck, an  
15 act involving dishonesty that seriously adversely reflects on her fitness to practice.

16 93. Mr. Beck suffered serious injury in that he was deprived of his funds as a result  
17 of Respondent's actions.

18 94. The presumptive sanction is disbarment.

19 **Count 14: Violation of RPC 8.4(I)**

20 95. By intentionally failing to provide a response to the Association's request for  
21 information regarding Mr. Beck's grievance, Respondent violated RPC 8.4(I) (by violating ELC  
22 5.3(e)).

23 96. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(I):

24 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  
injury or potential injury to a client, the public, or the legal system.

97. Respondent's failure to cooperate with the Association's investigation of Mr.  
Beck's grievance was intentional.

98. There was actual injury to the legal system as the Association was forced to

1 subpoena Respondent on more than one occasion and expend additional resources in its  
2 investigation of the grievance.

3 99. The presumptive sanction is suspension.

4 **Count 15: Violation of RPC 1.4**

5 100. By intentionally failing to keep Mr. McCord reasonably informed about his case  
6 and by failing to respond to his requests for information, Respondent violated RPC 1.4.

7 101. ABA Standard 4.4 applies 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  
10 injury to a client; or  
11 (b) a lawyer knowingly fails to perform services for a client and causes  
12 serious or potentially serious injury to a client; or  
13 (c) a lawyer engages in a pattern of neglect with respect to client matters and  
14 causes serious or potentially serious injury to a client.

15 102. Respondent engaged in a pattern of neglect with respect to numerous clients and  
16 numerous client matters. Respondent acted knowingly in failing to keep Mr. McCord  
17 adequately informed about his case.

18 103. Mr. McCord was seriously injured in that he was deprived of information about  
19 his case and was forced to expend significant time and energy in attempting to determine the  
20 status of his case, resulting in unnecessary stress and anxiety.

21 104. The presumptive sanction is disbarment.

22 **Count 16: Violations of RPC 1.3 and RPC 3.2**

23 105. By intentionally failing to expedite Mr. McCord's dissolution case, and by  
24 failing to submit a settlement proposal to Ms. McCord, and by failing to prepare a proposed  
maintenance and child support schedule as requested, Respondent violated RPC 1.3 and RPC  
3.2.

1 106. ABA Standard 4.4 applies to Respondent's violation of RPC 1.3 and RPC 3.2:

2 4.41 Disbarment is generally appropriate when:

- 3 (a) a lawyer abandons the practice and causes serious or potentially serious  
4 injury to a client; or  
5 (b) a lawyer knowingly fails to perform services for a client and causes  
6 serious or potentially serious injury to a client; or  
7 (c) a lawyer engages in a pattern of neglect with respect to client matters and  
8 causes serious or potentially serious injury to a client.

9 107. Respondent engaged in a pattern of neglect with respect to numerous client  
10 matters and multiple clients. She acted knowingly in failing to diligently represent Mr. McCord  
11 and expedite in his dissolution.

12 108. Mr. McCord was seriously injured in that his case should have been concluded in  
13 a short amount of time. Because of Respondent's delay, Mr. McCord suffered unnecessary  
14 uncertainty and anxiety.

15 109. The presumptive sanction is disbarment.

16 **Count 17: Violations of RPC 1.15A(b) and RPC 8.4(c)**

17 **Violation of RPC 1.15A(b)**

18 110. By intentionally refusing to return unearned fees to Mr. McCord and converting  
19 them to her own use without Mr. McCord's consent or permission, Respondent violated RPC  
20 1.15A(b).

21 111. ABA Standard 4.1 applies to Respondent's violation of RPC 1.15A(b):

22 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
23 client property and causes injury or potential injury to a client.

24 112. Respondent's conversion of Mr. McCord's funds was intentional as she knew  
that she still held funds belonging to Mr. McCord and instead of returning those funds, she kept  
them for her own use.

113. Mr. McCord suffered serious injury in that he has been deprived of his funds.

1 114. The presumptive sanction is disbarment.

2 **Violation of RPC 8.4(c)**

3 115. By intentionally refusing to return unearned fees to Mr. McCord and converting  
4 them to her own use without Mr. McCord's consent or permission, Respondent violated RPC  
5 8.4(c).

6 116. ABA Standard 5.1 applies to Respondent's violation of RPC 8.4(c):

7 5.11 Disbarment is generally appropriate when:

- 8 (a) a lawyer engages in serious criminal conduct, a necessary element of  
9 which includes intentional interference with the administration of justice,  
10 false swearing, misrepresentation, fraud, extortion, misappropriation, or  
11 theft; or the sale, distribution or importation of controlled substances; or  
12 the intentional killing of another; or an attempt or conspiracy or  
13 solicitation of another to commit any of these offenses; or  
14 (b) *a lawyer engages in any other intentional conduct involving dishonesty,  
15 fraud, deceit, or misrepresentation that seriously adversely reflects on  
16 the lawyer's fitness to practice.*

17 117. Respondent's conversion of Mr. McCord's funds for her own use was an  
18 intentional act involving dishonesty that seriously adversely reflects on her fitness to practice.

19 118. Mr. McCord was seriously injured by the loss of funds that should have been  
20 refunded to him at the conclusion of the matter.

21 119. The presumptive sanction is disbarment.

22 **Count 18: Violation of RPC 8.4(l)**

23 120. By intentionally failing to provide a prompt response to the Association's  
24 requests for information regarding Mr. McCord's grievance, Respondent violated RPC 8.4(l)  
(by violating ELC 5.3(e).

121. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l):

- 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  
injury or potential injury to a client, the public, or the legal system.

1  
2 122. Respondent's failure to cooperate with the Association's investigation of Mr.  
3 McCord's grievance was intentional.

4 123. There was actual injury to the Association as it was forced to subpoena  
5 Respondent on more than one occasion and expend additional resources in its investigation of  
6 the grievance.

7 124. The presumptive sanction is suspension.

8 **Count 19: RPC 1.3 Violation**

9 125. By intentionally failing to obtain Mr. Estrella's certificate of divorce from the  
10 State of California, Respondent violated RPC 1.3.

11 126. ABA Standard 4.4 applies to Respondent's violation of RPC 1.3:

- 12 4.41 Disbarment is generally appropriate when:  
13 (a) a lawyer abandons the practice and causes serious or potentially serious  
14 injury to a client; or  
15 (b) a lawyer knowingly fails to perform services for a client and causes  
16 serious or potentially serious injury to a client; or  
17 (c) a lawyer engages in a pattern of neglect with respect to client matters and  
18 causes serious or potentially serious injury to a client.

19 127. Respondent engaged in a pattern of neglect with numerous client matters and  
20 multiple clients. Respondent acted knowingly in failing to diligently represent Mr. Estrella.

21 128. Mr. Estrella was seriously injured in that he never received the document that he  
22 needed concerning his California divorce.

23 129. The presumptive sanction is disbarment.

24 **Count 20: Violations of RPC 1.4(a)(3) and RPC 1.4(a)(4)**

1 130. By intentionally failing to communicate with Mr. Estrella, Respondent violated  
2 RPC 1.4(a)(3) and RPC 1.4(a)(4).

3 131. ABA Standard 4.4 applies to violations of RPC 1.4:



- 1 4.41 Disbarment is generally appropriate when:  
2 (a) a lawyer abandons the practice and causes serious or potentially serious  
3 injury to a client; or  
4 (b) a lawyer knowingly fails to perform services for a client and causes  
5 serious or potentially serious injury to a client; or  
6 (c) a lawyer engages in a pattern of neglect with respect to client matters and  
7 causes serious or potentially serious injury to a client.

8 132. Respondent acted intentionally in failing to communicate with Mr. Estrella about  
9 his case.

10 133. Mr. Estrella was seriously injured by Respondent's actions in that he repeatedly  
11 attempted to contact her, causing him unnecessary stress and anxiety.

12 134. The presumptive sanction is disbarment.

13 **Count 21: Violation of RPC 1.5**

14 135. By charging and collecting \$150 from Mr. Estrella and then intentionally failing  
15 to perform any work, Respondent charged Mr. Estrella an unreasonable fee in violation of RPC  
16 1.5.

17 136. ABA Standard 7.0 applies to Respondent's violation of RPC 1.5:

18 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
19 conduct that is a violation of a duty owed as a professional and causes  
20 injury or potential injury to a client, the public, or the legal system.

21 137. Respondent acted knowingly in charging Mr. Estrella an unreasonable fee.

22 138. There was serious injury to Mr. Estrella in that he paid for work that Respondent  
23 never performed.

24 139. The presumptive sanction is suspension.

**Count 22: Violations of RPC 1.15A(b) and RPC 8.4(c)**

**Violation of RPC 1.15A(b)**

140. By converting Mr. Estrella's \$150 advance fee to her own use, Respondent  
violated RPC 1.15A(b).

1 141. ABA Standard 4.1 applies:

2 4.11 Disbarment is appropriate when a lawyer knowingly converts client  
3 property and causes injury or potential injury to a client.

4 142. Respondent's conversion of Mr. Estrella's funds was intentional as she knew she  
5 still held funds belonging to him and instead of returning the funds, she kept them for her own  
6 use.

7 143. Mr. Estrella suffered serious injury in that he has been deprived of his funds.

8 144. The presumptive sanction is disbarment.

9 **Violation of RPC 8.4(c)**

10 145. By converting Mr. Estrella's \$150 advance fee to her own use, Respondent  
11 violated RPC 8.4(c).

12 146. ABA Standard 5.11 applies:

13 5.11 Disbarment is generally appropriate when:

14 (a) a lawyer engages in serious criminal conduct, a necessary element of  
15 which includes intentional interference with the administration of justice,  
16 false swearing, misrepresentation, fraud, extortion, misappropriation, or  
17 theft; or the sale, distribution or importation of controlled substances; or  
18 the intentional killing of another; or an attempt or conspiracy or  
19 solicitation of another to commit any of these offenses; or

20 (b) *a lawyer engages in any other intentional conduct involving dishonesty,  
21 fraud, deceit, or misrepresentation that seriously adversely reflects on  
22 the lawyer's fitness to practice.*

23 147. Respondent acted intentionally in converting Mr. Estrella's \$150 to her own use,  
24 an act of dishonesty that seriously adversely reflects on Respondent's fitness to practice.

148. There was serious injury suffered by Mr. Estrella in that he was deprived of the  
funds he paid Respondent for work she never performed.

149. The presumptive sanction is disbarment.

**Count 23: Violation of RPC 8.4(l)**

150. By intentionally failing to provide a response to the Association's request to

1 respond to Mr. Estrella's grievance, Respondent violated RPC 8.4(l) (by violating ELC 5.3(e)).

2 151. ABA Standard 7.0 applies to Respondent's violation of RPC 8.4(l):

3 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
4 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.

5 152. Respondent's failure to cooperate with the Association's investigation of Mr.  
6 Estrella's grievance was intentional.

7 153. There was actual injury to the legal system as it was forced to subpoena  
8 Respondent on more than one occasion and expend additional resources in its investigation of  
9 the grievance.

10 154. The presumptive sanction is suspension.

11 **Count 24: Violation of RPC 1.3**

12 155. By intentionally failing to diligently represent Ms. Ripley-Clark, Respondent  
13 violated RPC 1.3.

14 156. ABA Standard 4.4 applies:

15 4.41 Disbarment is generally appropriate when:

16 (a) a lawyer abandons the practice and causes serious or potentially serious  
injury to a client; or

17 (b) a lawyer knowingly fails to perform services for a client and causes  
serious or potentially serious injury to a client; or

18 (c) a lawyer engages in a pattern of neglect with respect to client matters and  
causes serious or potentially serious injury to a client.

19 157. Respondent engaged in a pattern of neglect with respect to multiple clients and  
20 numerous client matters. Respondent acted knowingly in failing to diligently represent Ms.  
21 Ripley-Clark.

22 158. Ms. Ripley-Clark suffered actual serious injury in that her dissolution was not  
23 concluded in a timely manner, causing her unnecessary stress.

24 159. The presumptive sanction is disbarment.

1           **Count 25: Violation of RPC 3.2**

2           160. By intentionally failing to move Ms. Ripley-Clark's case to its conclusion in a  
3 timely manner, Respondent violated RPC 3.2.

4           161. ABA Standard 4.41 applies to Respondent's violation of RPC 3.2:

5           4.41 Disbarment is generally appropriate when:

- 6           (a) a lawyer abandons the practice and causes serious or potentially serious  
7 injury to a client; or  
8           (b) a lawyer knowingly fails to perform services for a client and causes  
9 serious or potentially serious injury to a client; or  
10           (c) a lawyer engages in a pattern of neglect with respect to client matters and  
11 causes serious or potentially serious injury to a client.

12           162. Respondent acted knowingly in failing to move Ms. Ripley-Clark's case forward  
13 and engaged in a pattern of neglect with respect to client matters.

14           163. Ms. Ripley-Clark suffered actual serious injury in that her dissolution was not  
15 concluded in a timely manner, causing her unnecessary stress.

16           164. The presumptive sanction is disbarment.

17           **Count 26: Violation of RPC 1.4**

18           165. By intentionally failing to comply with Ms. Ripley-Clark's reasonable requests  
19 for information, Respondent violated RPC 1.4.

20           166. ABA Standard 4.41 applies:

21           4.41 Disbarment is generally appropriate when:

- 22           (a) a lawyer abandons the practice and causes serious or potentially serious  
23 injury to a client; or  
24           (b) a lawyer knowingly fails to perform services for a client and causes  
serious or potentially serious injury to a client; or  
          (c) a lawyer engages in a pattern of neglect with respect to client matters and  
causes serious or potentially serious injury to a client.

          167. Respondent knew she was not moving Ms. Ripley-Clark's case forward.  
Respondent also intentionally engaged in a pattern of neglect with respect to client matters, in

1 particular, by failing to communicate with numerous clients.

2 168. Ms. Ripley-Clark suffered serious injury as she was subjected to significant  
3 stress as a result of Respondent's abandoning her practice and failing to communicate with her.

4 169. The presumptive sanction is disbarment.

5 **Count 27: Violation of RPC 1.15A(e)**

6 170. By intentionally failing to provide Ms. Ripley-Clark an accounting of her funds  
7 when requested, Respondent violated RPC 1.15A(e).

8 171. ABA Standard 4.12 applies:

9 4.12 Suspension is generally appropriate when a lawyer knows or should  
10 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

11 172. Respondent acted knowingly in failing to provide Ms. Ripley-Clark an  
12 accounting.

13 173. Ms. Ripley-Clark suffered serious injury in that she has been unable to determine  
14 how much money Respondent earned and how much should be refunded.

15 174. The presumptive sanction is suspension.

16 **Count 28: Violations of RPC 1.15A(b) and RPC 8.4(c)**

17 **RPC 1.15A(b) Violation**

18 175. By taking Ms. Ripley-Clark's funds and converting them to her own use, without  
19 Ms. Ripley-Clark's consent or permission, Respondent violated RPC 1.15A(b).

20 176. ABA Standard 4.1 applies to violations of RPC 1.15A(b):

21 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
22 client property and causes injury or potential injury to client.

23 177. Respondent's conversion of Ms. Ripley-Clark's funds was intentional as  
24 Respondent knew she had funds belonging to Ms. Ripley-Clark and she intentionally did not

1 refund any of the funds to Ms. Ripley-Clark.

2 178. Ms. Ripley-Clark was seriously injured in that she was deprived of her funds.

3 179. The presumptive sanction is disbarment.

4 **Violation of RPC 8.4(c)**

5 180. By taking Ms. Ripley-Clark's funds and converting them to her own use, without  
6 Ms. Ripley-Clark's consent or permission, Respondent violated RPC 8.4(c).

7 181. ABA Standard 5.1 applies to Respondent's violation of RPC 8.4(c):

8 5.11 Disbarment is generally appropriate when:

- 9 (a) a lawyer engages in serious criminal conduct, a necessary element of  
10 which includes intentional interference with the administration of justice,  
11 false swearing, misrepresentation, fraud, extortion, misappropriation, or  
12 theft; or the sale, distribution or importation of controlled substances; or  
13 the intentional killing of another; or an attempt or conspiracy or  
14 solicitation of another to commit any of these offenses; or  
15 (b) *a lawyer engages in any other intentional conduct involving dishonesty,  
16 fraud, deceit, or misrepresentation that seriously adversely reflects on  
17 the lawyer's fitness to practice.*

18 182. Respondent's conversion of Ms. Ripley-Clark's funds for her own use was an  
19 intentional act involving dishonesty that seriously adversely reflects on her fitness to practice.

20 183. Ms. Ripley-Clark was seriously injured by the loss of funds that should have  
21 been refunded to her.

22 184. The presumptive sanction is disbarment.

23 **Aggravating and Mitigating Factors**

24 185. The following aggravating factors set forth in Section 9.22 of the ABA Standards  
apply in this case:

- (b) dishonest or selfish motive;  
(c) a pattern of misconduct;  
(d) multiple offenses;

- (i) substantial experience in the practice of law [Respondent was admitted to practice in Washington in 1994];
- (j) indifference to making restitution.

186. The following mitigating factor set forth in Section 9.32 of the ABA Standards applies to this case:

- (a) absence of a prior disciplinary record.

**RECOMMENDATION**


187. Based on the ABA Standards and the applicable aggravating and mitigating factors, the Hearing Officer recommends that Respondent Vivian Leigh White be disbarred

**RESTITUTION**

188. The Hearing Officer recommends that Respondent pay restitution to the following in the stated amounts:

Jeffrey L. Beck	\$1,750.00
Traci L. Lemley	\$2,000.00
Robert A. McCord	\$3,600.00
Yvonne Ripley-Clark	\$2,500.00
Justo C. Estrella	\$ 150.00
Dorothy Olson	\$5,000.00

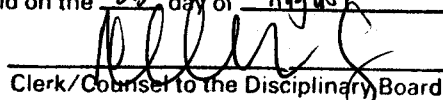
DATED this 23 day of August, 2012.



Susan H. Amini,  
Hearing Officer

CERTIFICATE OF SERVICE

I certify that I caused a copy of the FOF: LOL & HO's Recommendation  
to be delivered to the Office of Disciplinary Counsel and to be mailed  
to Vivian White Respondent/Respondent's Counsel  
at PO BOX 2120 Mount Vernon, WA 98273 by Certified first class mail,  
postage prepaid on the 23rd day of AUGUST, 2012



Clerk/Counsel to the Disciplinary Board

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**FILED**

APR 25 2012

**DISCIPLINARY BOARD**

**BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION**

In re

**VIVIAN LEIGH WHITE,**  
Lawyer (Bar No. 23653).

Proceeding No. 11#00090

**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 Vivian Leigh White was admitted to the practice of law in the State of Washington on June 7, 1994.

**FACTS REGARDING OLSEN GRIEVANCE**

2. In or about September 2008, Respondent was hired by Dorothy Olson ("Mrs. Olson") to represent her in the dissolution of her marriage.

3. On or around October 1, 2008, Respondent received an advance fee deposit from Mrs. Olson in the amount of \$2,500.

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1           4. On or around October 3, 2008, Respondent filed Mrs. Olson's petition for  
2 dissolution.

3           5. Mr. Olson was represented by lawyer Diane Goddard ("Ms. Goddard").

4           6. On or around November 13, 2008, an agreed order was entered that required Mr.  
5 Olson to deposit \$20,000 of marital community funds into Respondent's trust account.

6           7. The order required Respondent to pay certain household bills on behalf of the  
7 Olsons from the marital funds deposited into her trust account.

8           8. On or about the following day, the court entered a temporary order requiring  
9 Respondent to disburse from the marital funds held in her trust account, \$1,000 per month to  
10 each party for living expenses, and to pay certain bills on behalf of the Olsons, including  
11 supplies for the Olsons' fishing business.

12           9. The order also directed that the Olsons' home be listed for sale and the proceeds  
13 from the sale to be deposited to Respondent's trust account.

14           10. Respondent knew that the temporary order had been entered and that she was  
15 required to comply with its terms.

16           11. On or around November 19, 2008, Ms. Goddard requested that Respondent  
17 provide documentation that the bills had been paid in compliance with the court order.

18           12. Respondent did not provide the requested documentation to Ms. Goddard or to her  
19 client, Mrs. Olson.

20           13. Respondent did not provide any written accounting to Mrs. Olson or to Ms.  
21 Goddard after disbursing funds from her trust account on behalf of the Olsons, even though she  
22 knew she was required to do so.

23           14. During and/or around December 2008, approximately \$10,000 in additional joint  
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1 funds were received and deposited into Respondent's trust account.

2 15. Because Respondent failed to provide any accountings of the Olsons' joint funds  
3 held in her trust account, Ms. Goddard filed a motion on behalf of Mr. Olson asking the court to  
4 compel Respondent to provide a complete accounting of the funds and the disbursements made  
5 on behalf of the Olsons.

6 16. On or around February 27, 2009, the court ordered Respondent to immediately  
7 provide an accounting of the Olsons' funds held in her trust account.

8 17. Respondent did not provide an accounting as ordered, even though she knew  
9 and/or was aware that she had been ordered to do so.

10 18. On or around March 18, 2009, Ms. Goddard filed a second motion seeking an  
11 accounting from Respondent no later than 4 p.m. on Monday April 6, 2009.

12 19. The motion also sought to have the Olsons' funds transferred to Ms. Goddard's  
13 trust account, and requested attorneys fees for bringing the motion.

14 20. On April 21, 2009 Respondent provided Ms. Goddard with an accounting.

15 21. On or around May 1, 2009, the court ruled on Ms. Goddard's motion and ordered  
16 Respondent to provide an accounting of the Olsons' funds by the fifth (5<sup>th</sup>) of each month,  
17 beginning June 5, 2009.

18 22. Respondent knew she had been ordered by the court to provide accountings.

19 23. Respondent intentionally disregarded the order and did not provide the accounting.

20 24. On or around June 29, 2009, the Olsons' home was sold and the proceeds, along  
21 with earnings from the Olsons' fishing business, were deposited into Respondent's trust  
22 account.

23 25. On or around December 1, 2009, Respondent provided Ms. Goddard one  
24

1 additional accounting.

2 26. Respondent did not provide an accounting to Mrs. Olson.

3 27. During the time period Respondent was under order to pay bills on behalf of the  
4 Olsons, Mrs. Olson received numerous notices from her creditors indicating past due amounts  
5 and at one point her health insurance coverage was cancelled due to non-payment.

6 28. The past due notices were the result of Respondent's failure to pay the Olsons'  
7 bills in a timely manner.

8 29. Respondent intentionally failed to pay the Olsons' bills in a timely manner.

9 30. In or about March 2010, Mrs. Olson agreed to accept a settlement of the pending  
10 dissolution.

11 31. Respondent advised Ms. Olson against accepting the settlement offer.

12 32. Respondent drafted a memorandum of agreement between herself and Mrs. Olson  
13 outlining the issues she found problematic with the settlement offer and stating that Mrs. Olson  
14 was accepting the offer against her advice.

15 33. To the memorandum of agreement, Respondent attached the final orders from the  
16 dissolution, a final accounting, a final billing statement, and a list of funds to be disbursed to  
17 Mrs. Olson.

18 34. Respondent also included a provision in the memorandum, which provided that by  
19 signing the memorandum, Mrs. Olson agreed she was satisfied with Respondent's  
20 representation.

21 35. Respondent intentionally included this language because she knew she had  
22 mishandled Mrs. Olson's matter.

23 36. Respondent did not advise Mrs. Olson to seek independent legal counsel before  
24

1 signing the memorandum/agreement.

2 37. Respondent and Mrs. Olson both signed the memorandum of agreement on March  
3 30, 2010.

4 38. During the course of the representation Respondent repeatedly failed to notify Mrs.  
5 Olson when she made disbursements from the funds held in her trust account, and failed to  
6 provide Mrs. Olson accountings after the disbursements were made, even though she knew she  
7 was required to do so.

8 39. During the course of the representation, Respondent did not provide Mrs. Olson  
9 with monthly billing statements.

10 **Non-Cooperation**

11 40. On November 24, 2009, Mrs. Olson filed her grievance and Respondent was  
12 requested to provide a written response within two weeks.

13 41. On December 9, 2009, the Association received a copy of a letter from  
14 Respondent, addressed to Mrs. Olson in which she addressed some, but not all of Mrs. Olson's  
15 concerns.

16 42. On February 23, 2010, the Association sent Respondent a request for additional  
17 information regarding Mrs. Olson's grievance, including a complete copy of Mrs. Olson's client  
18 file and trust account information.

19 43. Respondent did not respond to the Association's February 23, 2010 request.

20 44. On or about April 27, 2010, the Association sent Respondent a ten-day letter  
21 indicating that if her response was not received within ten (10) days, she would be subpoenaed  
22 for a deposition.

23 45. Respondent did not respond within ten days.

1           46. On or about May 24, 2010, the Association issued a subpoena duces tecum  
2 requiring Respondent to appear for deposition on June 16, 2010.

3           47. In response, Respondent submitted some but not all the requested information and  
4 the deposition was cancelled.

5           48. On June 21, 2010, the Association sent Respondent a request for additional  
6 information regarding her representation of Mrs. Olson.

7           49. Respondent did not respond to the Association's June 21, 2010 request.

8           50. On August 16, 2010, the Association sent Respondent a ten-day letter requiring her  
9 response within ten (10) days or she would be subpoenaed for a deposition.

10          51. Respondent did not respond within ten days.

11          52. On September 8, 2010, the Association issued a subpoena requiring Respondent to  
12 appear for deposition on September 28, 2010.

13          53. Respondent could not be located to be served with the subpoena.

14          54. On September 27, 2010, the Association served Respondent by certified mail with  
15 a subpoena duces tecum requiring her to appear for a deposition on October 26, 2010.

16          55. The subpoena was mailed to Respondent's three known addresses, but each was  
17 returned unclaimed.

18          56. On October 26, 2010, the Association served Respondent with a subpoena duces  
19 tecum by regular mail requiring her to appear for a deposition on November 16, 2010.

20          57. Respondent failed to appear for her November 16, 2010 deposition.

21          58. On March 2, 2011, Respondent met with Disciplinary Counsel and provided  
22 answers to outstanding questions and additional documentation regarding her representation of  
23 Mrs. Olson.

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**COUNT 1**

59. By intentionally failing to provide written accountings of the Olson's funds as requested and/or as ordered by the court, Respondent violated RPC 1.3 and/or RPC 8.4(d) and/or RPC 8.4(j).

**COUNT 2**

60. By intentionally failing to promptly provide written accountings to Mrs. Olson and/or opposing counsel after distributing funds from her trust account, and/or by intentionally failing to provide Mrs. Olson a written accounting at least annually, Respondent violated RPC 1.15A(e).

**COUNT 3**

61. By drafting and entering into an agreement with Mrs. Olson, in which Mrs. Olson agreed that she was satisfied with Respondent's representation, and thereby attempting to limit her liability to Mr. Olson for malpractice, without advising Mrs. Olson as to the advisability of seeking independent legal counsel before signing the agreement, Respondent violated RPC 1.8(h).

**COUNT 4**

62. By intentionally failing to timely respond to the Association's requests for information and documents regarding Mrs. Olson's grievance, Respondent violated RPC 8.4(l) (by failing to comply with ELC 1.5 and/or ELC 5.3(e)).

**FACTS REGARDING LEMLEY GRIEVANCE**

63. In or about April 2008, Traci Lemley ("Ms. Lemley") hired Respondent to file a paternity action and parenting plan regarding her minor daughter.

64. On or around April 8, 2008, Respondent and Ms. Lemley entered into a written fee agreement that required Ms. Lemley to pay a total of \$3,500 in fees, which consisted of \$1,500

1 that was fully earned upon receipt, a \$100 "file setup fee," and an advance fee deposit of  
2 \$1,900.

3 65. Ms. Lemley paid Respondent the entire \$3,500.

4 66. The fee agreement included a provision that any remaining funds on deposit would  
5 be refunded "immediately upon resolution of your case."

6 67. The fee agreement stated that invoices for legal services rendered and costs  
7 advanced or incurred would be issued monthly.

8 68. Ms. Lemley's paternity matter was uncontested.

9 69. The agreed order establishing parentage and order of support was not entered until  
10 January 5, 2010.

11 70. On September 3, 2010, a parenting plan was entered and the matter was concluded.

12 71. Respondent intentionally failed to conclude Ms. Lemley's paternity matter in a  
13 timely manner

14 72. Respondent never provided Ms. Lemley with monthly billing statements.

15 73. Respondent did not provide Ms. Lemley an accounting of how Ms. Lemley's funds  
16 were used even though she knew she was required to do so.

17 74. Ms. Lemley has requested an accounting of her funds numerous times.

18 75. Respondent intentionally did not and has not responded to Ms. Lemley's requests.

19 76. Respondent has not returned any funds to Ms. Lemley.

20 **Non-Cooperation**

21 77. On April 7, 2011, the Association sent Respondent a copy of Ms. Lemley's  
22 grievance and requested her response within two weeks.

23 78. Respondent did not submit a response.

24

1           79. On May 12, 2011, the Association sent Respondent a ten-day letter by certified  
2 mail requiring her response within ten days or she would be subpoenaed for a deposition.

3           80. Respondent signed for the certified letter on May 15, 2011.

4           81. Respondent did not submit a response to the Association's ten-day letter, even  
5 though she knew she was required to do so.

6           82. On July 13, 2011, the Association again sent Respondent a ten-day letter requiring  
7 her response to Ms. Lemley's grievance within ten (10) days or she would be subpoenaed for a  
8 deposition.

9           83. The Association's ten-day letter was sent to Respondent's business address on file  
10 with the Association.

11           84. On August 11, 2011, Association's ten-day letter to Respondent was returned by  
12 the postal service marked as "unclaimed."

13           85. On October 5, 2011, the Association issued a subpoena duces tecum requiring  
14 Respondent to appear for a deposition on November 30, 2011.

15           86. The process server was not able to locate Respondent to serve the subpoena and  
16 returned it to the Association with a Declaration of Diligence.

17           87. On October 31, 2011, the Association issued a subpoena duces tecum requiring  
18 Respondent to appear for a deposition on November 30, 2011.

19           88. On October 31, 2011, the Association mailed the subpoena and a letter to  
20 Respondent by certified mail to Respondent's office address on file with the Association.

21           89. On November 28, 2011, the Association's letter was returned by the postal service  
22 as "unclaimed."

23           90. Respondent has vacated her office, closed her post office box, and abandoned her  
24



1 practice.

2 91. Respondent has abandoned her practice.

3 **COUNT 5**

4 92. By taking over two and one-half (2½) years to complete Ms. Lemley's uncontested  
5 paternity matter, Respondent violated RPC 1.3 and/or RPC 3.2.

6 **COUNT 6**

7 93. By intentionally failing to provide Ms. Lemley an accounting of her funds held in  
8 trust upon request and/or by intentionally failing to provide Ms. Lemley an annual written  
9 accounting of her funds held in trust, Respondent violated RPC 1.15A(e).

10 **COUNT 7**

11 94. By intentionally failing to provide prompt responses to Ms. Lemley's grievance  
12 when requested by the Association, Respondent violated RPC 8.4(I) (by violating RPC ELC  
13 5.3(e)).

14 **COUNT 8**

15 95. By intentionally refusing to return unearned fees to Ms. Lemley and converting the  
16 funds for her own use without Ms. Lemley's consent or permission, Respondent violated RPC  
17 1.15A(b) and/or RPC 8.4(c).

18 **FACTS REGARDING HEWITT GRIEVANCE**

19 96. Wayland Hewitt ("Mr. Hewitt") is a real estate appraiser.

20 97. Respondent hired Mr. Hewitt to appraise a parcel of real estate that was at issue in  
21 a dissolution of marriage proceeding involving her client, Cathi Zavala ("Ms. Zavala").

22 98. Prior to his agreeing to conduct the appraisal, Respondent informed Mr. Hewitt  
23 that Ms. Zavala had already provided her the funds to pay for the appraisal.

24 99. Mr. Hewitt conducted and prepared the appraisal.

1 100. Mr. Hewitt testified twice as an expert in Ms. Zavala's dissolution proceeding.

2 101. Mr. Hewitt requested payment of his fee for conducting the appraisal numerous  
3 times.

4 102. Respondent has not paid Mr. Hewitt for conducting and preparing the appraisal  
5 and/or for testifying in Ms. Zavala's dissolution proceeding.

6 **Non-Cooperation**

7 103. On June 10, 2011 the Association requested Respondent provide a complete copy  
8 of the Zavala client file, including billing and trust records, by June 24, 2011.

9 104. Respondent did not provide Ms. Zavala's complete client file or other requested  
10 information, even though she knew she was required to do so.

11 105. On August 24, 2011, the Association sent Respondent a ten-day letter, requesting  
12 Ms. Zavala's client file within ten (10) days or she would be subpoenaed for a deposition.

13 106. Respondent did not provide Ms. Zavala's client file as requested.

14 107. On October 31, 2011, the Association issued a subpoena duces tecum requiring  
15 Respondent to appear for a deposition on November 30, 2011, and sent it to a process server to  
16 personally serve Respondent.

17 108. The process server was not able to locate Respondent to serve her with the  
18 subpoena and returned it to the Association with a Declaration of Diligence.

19 109. The Association next sent the subpoena to Respondent by certified mail to  
20 Respondent's business address on file with the Association.

21 110. The subpoena duces tecum was returned to the Association by the postal service  
22 marked "unclaimed."

23 111. Respondent has vacated her office, closed her post office box, and abandoned her  
24

1 practice.

2 **COUNT 9**

3 112. By intentionally failing to respond to the Association's request for information,  
4 Respondent violated RPC 8.4(l) (by violating RPC 5.3(e))

5 **FACTS REGARDING BECK GRIEVANCE**

6 113. On or about April 2011, Jeffrey Beck ("Mr. Beck") hired Respondent to represent  
7 him in the dissolution of his marriage.

8 114. In or about August 2011, Mr. Beck terminated Respondent and hired lawyer Jacob  
9 Cohen ("Mr. Cohen").

10 115. Between April 2001 and August 2001 when he terminated Respondent, Mr. Beck  
11 paid Respondent \$4,250 in advance fees.

12 116. As of August 2011 when Mr. Beck terminated her, Respondent had earned only  
13 \$2,500 in fees.

14 117. On August 23, 2011, Mr. Beck sent Respondent a letter terminating her services  
15 and requesting that she forward his client file to Mr. Cohen, and provide an accounting of the  
16 funds he had paid to her.

17 118. Mr. Cohen's office also made multiple requests for Mr. Beck's client file.

18 119. Respondent intentionally did not provide Mr. Beck's client file to Mr. Beck or to  
19 Mr. Cohen.

20 120. On or around September 12, 2011, Respondent contacted Mr. Beck's office and  
21 informed his secretary that she would be "over-nighting" Mr. Beck's file to Mr. Cohen's office.

22 121. Respondent did not provide Mr. Beck's client file until September 22, 2011.

23 122. Respondent has never provided Mr. Beck an accounting of his funds or refunded  
24 the unearned portion of them, even though she knew she was required to do so.

1 123. Respondent did not perform \$4,250 worth of work on Mr. Beck's case, thereby  
2 charging Mr. Beck an unreasonable fee.

3 124. By intentionally refusing to give Mr. Beck the fees she had not earned, Respondent  
4 converted Mr. Beck's funds to her own use without Mr. Beck's consent or permission.

5 **Non-Cooperation**

6 125. On September 29, 2011, the Association sent Respondent a letter requesting her  
7 response to Mr. Beck's grievance.

8 126. Respondent did not submit a response to the Association's September 29, 2011  
9 letter even though she knew she was required to do so.

10 127. On November 2, 2011, the Association sent Respondent a ten-day letter by  
11 certified mail informing her of her duty to respond to Mr. Beck's grievance within ten (10) days  
12 or she would be subpoenaed for a deposition.

13 128. Respondent never claimed the certified letter from the post office, which was  
14 returned to the Association on November 22, 2011 marked "unclaimed."

15 129. Since that time, the Association has been unable to locate Respondent to serve her  
16 with a subpoena for her deposition.

17 130. Respondent has vacated her office, closed her post office box, and abandoned her  
18 practice.

19 **COUNT 10**

20 131. By intentionally failing to forward Mr. Beck's client file to Mr. Cohen when  
21 requested, Respondent violated RPC 1.16(d).

22 **COUNT 11**

23 132. By intentionally failing to provide Mr. Beck an accounting of his funds held in  
24 trust upon request, Respondent violated RPC 1.15A(e).

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**COUNT 12**

133. By charging Mr. Beck an unreasonable fee, Respondent violated RPC 1.5(a).

**COUNT 13**

134. By intentionally refusing to refund unearned fees to Mr. Beck and converting them to her own use without Mr. Beck's consent or permission, Respondent violated RPC 1.15A(b) and/or RPC 8.4(c) and/or RPC 1.16(d).

**COUNT 14**

135. By intentionally failing to provide a response to the Association's request for information regarding Mr. Beck's grievance, Respondent violated RPC 8.4(l) (by violating ELC 5.3(e)).

**FACTS REGARDING MCCORD GRIEVANCE**

136. In or around July 2009, Robert McCord ("Mr. McCord") and his wife separated and Mr. McCord relocated outside Washington State.

137. Mrs. McCord continued to reside in Skagit county.

138. Because Mr. McCord was no longer living in the State of Washington, he began contacting potential lawyers via the internet.

139. On or about August 27, 2009, Respondent responded to Mr. McCord's on-line inquiries.

140. Respondent sent Mr. McCord a written fee agreement to execute and requested he provide certain documents when he returned the signed fee agreement.

141. In or around early October 2009, Mr. McCord sent Respondent the signed fee agreement along with the documents she had requested.

142. Mr. McCord paid Respondent an advance fee deposit of \$3,600.

143. At the time, Mr. McCord and his wife were cooperating with each other to resolve

1 issues in the dissolution, and Mrs. McCord was representing herself in the proceedings.

2 144. On December 28, 2009, Respondent informed Mr. McCord that she had sent  
3 documents to Mrs. McCord "several weeks ago" but had not received a response.

4 145. Respondent's statements to Mr. McCord were not true.

5 146. In or around early January 2010, Mr. McCord learned that Ms. McCord had not  
6 received the documents Respondent claimed to have sent her and requested an update from  
7 Respondent.

8 147. Respondent filed Mr. McCord's petition for dissolution on January 26, 2010.

9 148. Respondent did not inform Mr. McCord that she had filed the petition.

10 149. Respondent did not provide Mr. McCord a copy of the petition she filed on  
11 January 26, 2010.

12 150. In or around early February 2010, Respondent informed Mr. McCord that Mrs.  
13 McCord was no longer at the address he had provided and was not returning her phone calls.

14 151. In or around February 2010, Mrs. McCord still resided at the address Mr. McCord  
15 had provided to Respondent.

16 152. Respondent's statements about Mrs. McCord were not true.

17 153. In or about late February 2010, Respondent informed Mr. McCord that she had  
18 been in contact with Ms. McCord and her assistant had delivered the documents to Ms.  
19 McCord.

20 154. Respondent did not provide Mr. McCord copies of the documents she delivered to  
21 Ms. McCord.

22 155. On or about March 19, 2010, Ms. McCord filed her response to the petition.

23 156. Over the next several months, Mr. McCord repeatedly attempted to contact  
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1 Respondent for updates on the status of his case.

2 157. Respondent intentionally did not respond to Mr. McCord's messages and requests  
3 for information.

4 158. On or around March 26, 2010, Mr. McCord asked Respondent to send Ms.  
5 McCord a settlement agreement.

6 159. Respondent did not send Ms. McCord a settlement agreement.

7 160. On or about April 27, 2010, Respondent recommended mediation to Mr. McCord.

8 161. In response, Mr. McCord again requested an update and a copy of what had been  
9 delivered to Ms. McCord.

10 162. Respondent intentionally did not respond to Mr. McCord's request or send him  
11 copies of the documents she had delivered to Ms. McCord.

12 163. On or around July 1, 2010, Mr. McCord called Respondent and asked her to  
13 determine the amount of maintenance and child support that he would likely be ordered to pay  
14 to Ms. McCord.

15 164. Mr. McCord provided Respondent two years of tax returns and income statements  
16 from his business to assist Respondent in calculating the maintenance and child support.

17 165. Between July 2, 2010 and September 1, 2010, Mr. McCord repeatedly telephoned  
18 Respondent.

19 166. After receiving no response, Mr. McCord sent Respondent an email informing her  
20 of his desire to seek new counsel and requesting a refund of his advance fee payment.

21 167. Over the next few months, Mr. McCord made numerous attempts to contact  
22 Respondent.

23 168. Respondent intentionally did not respond to Mr. McCord's attempts and did not  
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1 send him a refund.

2 169. In December 2010, Mr. McCord hired new counsel to complete his dissolution and  
3 learned that the only work Respondent had done on his behalf was to prepare and file the  
4 Petition for Dissolution.

5 170. Mr. McCord continued to attempt to contact Respondent to obtain a refund.

6 171. On or about January 28, 2011, Respondent answered Mr. McCord's telephone call  
7 and agreed to refund his advance deposit.

8 172. Respondent has not refunded Mr. McCord's advance deposit.

9 **Non-Cooperation**

10 173. On or about October 6, 2011, the Association received Mr. McCord's grievance  
11 against Respondent.

12 174. On about October 19, 2011, the Association forwarded Mr. McCord's grievance to  
13 Respondent and requested her response within two weeks.

14 175. Respondent did not provide a response to Mr. McCord's grievance even though  
15 she knew she was required to do so.

16 176. On or about November 22, 2011, the Association sent Respondent a ten-day letter  
17 requesting her response to Mr. McCord's grievance within ten (10) days or she would be  
18 subpoenaed for a deposition.

19 177. Respondent did not submit a response to Mr. McCord's grievance.

20 178. Respondent has vacated her office, closed her post office box, and abandoned her  
21 practice.

22 **COUNT 15**

23 179. By intentionally failing to keep Mr. McCord reasonably informed about his case  
24 and/or by failing to respond to his requests for information, Respondent violated RPC 1.4.



1 **COUNT 16**

2 180. By intentionally failing to expedite Mr. McCord's dissolution case, and/or by  
3 failing to submit a settlement proposal to Ms. McCord and/or by failing to prepare a proposed  
4 maintenance and child support schedule as requested, Respondent violated RPC 1.3 and/or RPC  
5 3.2.

6 **COUNT 17**

7 181. By intentionally failing to return unearned fees to Mr. McCord and converting  
8 them to her own use without Mr. McCord's consent or permission, Respondent violated RPC  
9 1.15A(b) and/or RPC 8.4(c).

10 **COUNT 18**

11 182. By intentionally failing to provide a prompt response to the Association's requests  
12 for information regarding Mr. McCord's grievance, Respondent violated RPC 8.4(l) (by  
13 violating ELC 5.3(e).

14 **FACTS REGARDING ESTRELLA GRIEVANCE**

15 183. In or about early February 2011, Justo Estrella ("Mr. Estrella") contacted  
16 Respondent to assist him in obtaining copies of his prior certificate of divorce from the State of  
17 California.

18 184. Respondent assured Mr. Estrella that she could obtain the documents for him and  
19 set up an appointment for them to meet.

20 185. On or about February 11, 2011, Mr. Estrella met with Respondent and paid her  
21 \$150 to obtain the documents he needed.

22 186. Mr. Estrella understood that the total charge for Respondent's services would be  
23 \$300; one-half paid on February 11, 2011, and the other half paid when he received the  
24 documents from California.

1 187. There was no written fee agreement between Respondent and Mr. Estrella.

2 188. Mr. Estrella gave Respondent documents related to his divorce, which Respondent  
3 copied and returned to Mr. Estrella.

4 189. Two weeks later, Mr. Estrella began calling Respondent's office and leaving  
5 messages and continued to do so two times per week for approximately three months.

6 190. Respondent intentionally did not respond to Mr. Estrella's messages.

7 191. Respondent has not communicated with Mr. Estrella since their February 11, 2011  
8 meeting.

9 192. Respondent did not obtain Mr. Estrella's divorce documents from the State of  
10 California.

11 193. Because she performed no work on his behalf, Respondent charged Mr. Estrella an  
12 unreasonable fee.

13 194. Respondent intentionally has not refunded Mr. Estrella's \$150 paid her.

14 **Non-Cooperation**

15 195. On or about October 17, 2011, Mr. Estrella filed a grievance against Respondent.

16 196. On or about October 19, 2011, the Association sent Respondent a copy of Mr.  
17 Estrella's grievance along with a letter requesting her response within two weeks.

18 197. Respondent did not respond to the Association's October 19, 2011 letter even  
19 though she knew she was required to do so.

20 198. On or about November 22, 2011, the Association sent Respondent a ten-day letter  
21 informing her of her duty to respond to Mr. Estrella's grievance within ten (10) days or be  
22 subject to a deposition.

23 199. The ten-day letter was sent by certified mail to Respondent's business address on  
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1 record with the Association.

2 200. On or about December 13, 2011, the certified letter was returned to the Association  
3 by the postal service marked "return to sender, unclaimed, unable to forward."

4 201. Respondent never provided a response to Mr. Estrella's grievance.

5 202. The Association has not been able to locate Respondent to serve her with a  
6 subpoena for deposition.

7 203. Respondent has vacated her office, closed her post office box, and abandoned her  
8 practice.

9 **COUNT 19**

10 204. By intentionally failing to obtain Mr. Estrella's certificate of divorce from the State  
11 of California, Respondent violated RPC 1.3.

12 **COUNT 20**

13 205. By intentionally failing to communicate with Mr. Estrella, Respondent violated  
14 RPC 1.4(a)(3) and/or RPC 1.4(a)(4).

15 **COUNT 21**

16 206. By charging and collecting \$150 from Mr. Estrella and then intentionally failing to  
17 perform any work, Respondent charged Mr. Estrella an unreasonable fee in violation of RPC  
18 1.5.

19 **COUNT 22**

20 207. By converting Mr. Estrella's \$150 advance fee to her own use, Respondent  
21 violated RPC 1.15A(b) and/or RPC 8.4(c).

22 **COUNT 23**

23 208. By intentionally failing to provide a response to the Association's request to  
24 respond to Mr. Estrella's grievance, Respondent violated RPC 8.4(l) (by violating ELC 5.3(e)).

1                                   **FACTS REGARDING RIPLEY-CLARK GRIEVANCE**

2           209. On or about October 28, 2010, Yvonne Ripley-Clark ("Ms. Ripley-Clark") hired  
3 Respondent to represent her in having her marriage annulled.

4           210. Ms. Ripley-Clark paid Respondent \$2,500.

5           211. Ms. Ripley-Clark understood that \$2,500 would be Respondent's fee for handling  
6 the entire case.

7           212. Respondent gave Ms. Ripley-Clark a receipt that indicated that the fee was a  
8 "retainer."

9           213. No written fee agreement was entered into between Respondent and Ms. Ripley-  
10 Clark.

11           214. Respondent did not explain the basis or rate of her fee to Ms. Ripley-Clark.

12           215. When Ms. Ripley-Clark hired Respondent, she had already filed a Petition for  
13 Dissolution of Marriage *pro se* in Whatcom County Superior Court.

14           216. On or about November 4, 2010, Respondent filed her notice of appearance in Ms.  
15 Ripley-Clark's dissolution matter.

16           217. Over the next two months, Ms. Ripley-Clark repeatedly telephoned Respondent  
17 and left messages for her to return the calls.

18           218. Respondent intentionally did not return Ms. Ripley-Clark's calls.

19           219. On or about December 21, 2010, Ms. Ripley-Clark sent Respondent a request in  
20 writing to contact her immediately.

21           220. Respondent intentionally did not respond to Ms. Ripley-Clark's request.

22           221. On or about January 27, 2011, Ms. Ripley-Clark wrote to Respondent again,  
23 advising her that she was terminating her services and requesting a refund of the fees she had  
24 paid.

1 222. Respondent did not withdraw from Ms. Ripley-Clark's case.

2 223. Respondent intentionally did not refund Ms. Ripley-Clark's fees.

3 224. On or about March 8, 2011, Respondent sent Ms. Ripley-Clark an e-mail  
4 informing her that she had sent her documents to sign.

5 225. Ms. Ripley-Clark advised Respondent that she would continue with Respondent if  
6 she would refund part of the funds paid to her.

7 226. On April 21, 2011, Respondent informed Ms. Ripley-Clark that she would  
8 complete the case and agreed to pay her a partial refund.

9 227. Respondent intentionally did not provide Ms. Ripley-Clark a partial refund as she  
10 had agreed.

11 228. Ms. Ripley-Clark again requested a partial refund of the fees she had paid to  
12 Respondent.

13 229. Ms. Ripley-Clark received no further communications from Respondent.

14 230. On or about August 25, 2011, Ms. Ripley-Clark filed a motion to have Respondent  
15 removed from her case.

16 231. Between November 4, 2010 and August 25, 2011 when she was removed from Ms.  
17 Ripley's case, Respondent intentionally performed no work on Ms. Ripley-Clark's behalf.

18 **COUNT 24**

19 232. By intentionally failing to diligently represent Ms. Ripley-Clark, Respondent  
20 violated RPC 1.3.

21 **COUNT 25**

22 233. By intentionally failing to move Ms. Ripley-Clark's case to its conclusion in a  
23 timely manner, Respondent violated RPC 3.2.

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COUNT 26

234. By intentionally failing to comply with Ms. Ripley-Clark's reasonable requests for information, Respondent violated RPC 1.4.

COUNT 27

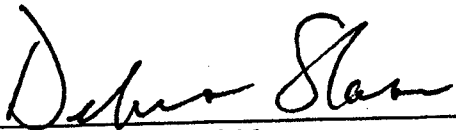
235. By intentionally failing to provide Ms. Ripley-Clark an accounting of her funds when requested, Respondent violated RPC 1.15A(e).

COUNT 28

236. By taking Ms. Ripley-Clark's funds and converting them to her own use, without Ms. Ripley-Clark's consent or permission, Respondent violated RPC 1.15A(b) and/or RPC 8.4(c).

THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation, restitution, and assessment of the costs and expenses of these proceedings.

Dated this 25<sup>th</sup> day of April, 2012.

  
Debra Slater, Bar No. 18346  
Disciplinary Counsel