

FILED

MAY 25 2016

DISCIPLINARY
BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

**MARGARET DIAMOND
CHRISTOPHER,**

Lawyer (Bar No. 24884).

Proceeding No. 15#00073

ODC File No. 14-00862

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 Kurt M. Bulmer and Respondent lawyer Margaret Diamond Christopher.

Respondent understands that she is entitled under the ELC to a hearing, to present exhibits and witnesses on his/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

DLB

1 outcome more favorable or less favorable to her. Respondent chooses to resolve this proceeding
2 now by entering into the following stipulation to facts, misconduct and sanction to avoid the
3 risk, time, expense and publicity attendant to further proceedings.

4 **I. ADMISSION TO PRACTICE**

5 1. Respondent was admitted to practice law in the State of Washington on June 20,
6 1995.

7 **II. STIPULATED FACTS**

8 2. Dina Faried was married to Waeil Ashmawi for 16 years and they had four children.

9 3. The couple separated in 2012 and Ms. Faried consulted Respondent to represent her
10 and attempt to resolve the matter without initiating proceedings.

11 **The dissolution proceedings**

12 4. After negotiations failed to yield an agreement, Mr. Ashmawi filed a petition for
13 dissolution in King County Superior Court on February 25, 2013. In re the Marriage of Waeil
14 M. Ashmawi v. Dina H. Faried, King County Superior Court No. 13-3-01340-5.

15 5. The trial date was set for February 3, 2014.

16 6. On February 24, 2013, Mr. Ashmawi's counsel e-mailed copies of the petition,
17 summons and related papers to Respondent, who sent a return e-mail the next day,
18 acknowledging receipt of the documents.

19 7. Respondent did not file a formal appearance on Ms. Faried's behalf in the court
20 proceedings, but opposing counsel was aware that Respondent represented Ms. Faried.

21 8. Respondent did not file an Answer to the dissolution petition.

22 9. After settlement negotiations collapsed, Respondent mistakenly believed the case
23 was going to trial and that the pleadings discussed below related to the parenting plan. Based

1 on this belief, she improperly failed to give the documents and subsequent communications
2 proper attention. If she had, she would have realized her operating belief was wrong.

3 10. At a non-compliance hearing on August 16, 2013, the court noted that Ms. Faried
4 had failed to appear in the matter but had not been personally served, and it set the matter over
5 to September 27, 2013, unless she was served and either an Answer or a default was obtained
6 and other conditions were met by September 20, 2013.

7 11. Opposing counsel caused a copy of the court's Order on the Non-Compliance
8 Hearing to be mailed to Respondent on or about August 19, 2013.

9 12. Opposing counsel had Ms. Faried personally served with the petition, summons and
10 related papers on August 24, 2013.

11 13. Ms. Faried called and asked Respondent what she should do and Respondent, based
12 on her incorrect belief, reassured her that she was working on the matter and "everything would
13 be fine."

14 14. Respondent took no action in response to Ms. Faried's call.

15 15. On September 27, 2013, opposing counsel presented the court with a motion for
16 default.

17 16. The court noted Ms. Faried had been served via Respondent on February 25, 2013
18 and personally served on August 24, 2013, but no response had been received, and the court
19 entered an Order of Default.

20 17. A copy of the default order was mailed to Respondent on or about September 30,
21 2013.

22 18. Respondent, based on her incorrect belief, took no action with regard to the default
23 order and did not inform Ms. Faried of the default order.

1 19. On December 4, 2013 Respondent, believing the trial was pending, e-mailed
2 opposing counsel to ask for a proposed parenting plan and a discussion of financial issues.

3 20. Opposing counsel replied that final orders had been entered by the court on
4 December 3, 2013 based on an order of default the judge signed on September 27, 2013.

5 21. Respondent asked opposing counsel to send her the orders, which were e-mailed to
6 her the next day. Respondent failed to pay attention to opposing counsel's reply and e-mailed
7 documents, continuing to believe these dealt with the parenting plan.

8 22. Respondent did not inform Ms. Faried of the final orders when she received them
9 from opposing counsel.

10 23. Respondent took no action regarding the final orders.

11 24. During the pendency of the dissolution proceedings, Ms. Faried contacted
12 Respondent by telephone and e-mail to voice her concerns, inquire about the progress of the
13 case and to ask whether she needed to do anything, and Respondent replied that she was
14 "working on it" that she was "taking care of everything" and "everything will be fine."

15 25. Even a cursory review of the documents would have shown Respondent that her
16 assurances were unfounded.

17 26. It was not until February 2014 that Respondent looked carefully at the papers that
18 had been transmitted to her and realized that final orders had been entered and the case was
19 over. She believed the default order could be set aside.

20 27. In early February 2014, Ms. Faried looked at the case schedule Respondent had
21 provided her at the beginning of proceedings, and she saw that the trial date had passed but
22 Respondent had not contacted her about it.

23 28. Ms. Faried called Respondent to ask what the result of the case was and, when she

1 | got no answer, she called the court and learned that the case was over and Respondent had not
2 | appeared on her behalf. Respondent asserts that she was the one who initially informed Ms.
3 | Faried of the default. This factual dispute does not need to be resolved in order to reach
4 | resolution.

5 | 29. Respondent later returned Ms. Faried's call and, believing that the default order
6 | would be set aside, assured her that everything would be fine.

7 | 30. Respondent told Ms. Faried she could prepare a motion and remedy the situation and
8 | Ms. Faried asked her to prepare it as soon as possible.

9 | 31. Respondent did not file a motion, but later told Ms. Faried that the better course to
10 | follow was to fire Respondent, hire new counsel, and for Respondent to file a declaration
11 | accepting blame for the default order.

12 | 32. Ms. Faried fired Respondent and hired new counsel.

13 | 33. Respondent returned the \$3,500 in legal fees Ms. Faried had paid her and paid
14 | \$3,630 in court-imposed fees awarded to the opposing side.

15 | **Post-dissolution phase**

16 | 34. Ms. Faried's new counsel moved to vacate the judgment/order based, in part on a
17 | declaration Respondent proffered, outlining her failure to give the case the attention it deserved
18 | due to inaccurate assumptions she made about the materials she was sent by opposing counsel.

19 | 35. The court agreed to revisit the issues of child support and the parenting plan, but let
20 | stand the orders regarding asset distribution and maintenance.

21 | **III. STIPULATION TO MISCONDUCT**

22 | 36. By failing to act with reasonable diligence and promptness in representing Ms.
23 | Faried in her dissolution proceedings, Respondent violated RPC 1.3.

1 37. By failing to keep Ms. Faried reasonably informed about the status of her case and
2 provide her accurate information in response to her inquiries, Respondent violated RPC 1.4(a).

3 38. By failing to make reasonable efforts to expedite litigation consistent with Ms.
4 Faried's interests, Respondent violated RPC 3.2.

5 IV. PRIOR DISCIPLINE

6 39. In 2005, Respondent was suspended for 18 months for falsifying documents and
7 forging a signature in an attempt to protect herself from criticism after she failed to file an offer
8 for judgment.

9 V. APPLICATION OF ABA STANDARDS

10 40. The following American Bar Association Standards for Imposing Lawyer Sanctions
11 (1991 ed. & Feb. 1992 Supp.) apply to this case:

12 41. ABA Standard 4.4 is most applicable to a failure to act with reasonable diligence and
13 promptness in representing a client and a failure to communicate adequately with the client. It
14 states:

15 4.4 Lack of Diligence

16 Absent aggravating or mitigating circumstances, upon application of the factors
17 set out in Standard 3.0, the following sanctions are generally appropriate in cases
18 involving a failure to act with reasonable diligence and promptness in
19 representing a client:

18 4.41 Disbarment is generally appropriate when:

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

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

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

4.42 Suspension is generally appropriate when:

(a) a lawyer knowingly fails to perform services for a client and causes
injury or potential injury to a client, or

(b) a lawyer engages in a pattern of neglect and causes injury or potential
injury to a client.

4.43 Reprimand is generally appropriate when a lawyer is negligent and does

1 not act with reasonable diligence in representing a client, and causes injury or
2 potential injury to a client.

3 4.44 Admonition is generally appropriate when a lawyer is negligent and does
4 not act with reasonable diligence in representing a client, and causes little or no
5 actual or potential injury to a client.

6 42. Respondent was aware that the dissolution petition had been filed and a case
7 schedule issued, and that the parties needed to meet certain deadlines. She informed opposing
8 counsel that she was serious about settlement and would provide financial information with the
9 intent that mediation process would start within two weeks, but then she took no action to that
10 end and filed nothing with the court. She was consciously aware that she only skimmed
11 communications from opposing counsel and then set them aside without fully reading attached
12 documents or responding to them. Respondent acted, or failed to act, knowingly, even if she
13 did not intend the consequences that followed from her inaction. Respondent also acted
14 knowingly when she did not promptly inform Ms. Faried of the default order she received in
15 September 2013 or the final orders that were transmitted to her in early December 2013.

16 43. Ms. Faried suffered actual, serious harm from Respondent's failure to defend her in
17 the dissolution proceedings, and she also was unaware of the resolution of the case and needed
18 to take action to reverse or mitigate its effects on her.

19 44. The presumptive sanction is at least suspension.

20 45. ABA Standard 6.2 is most applicable to a failure to expedite litigation and to obey an
21 obligation under the rules of a tribunal. It states:

22 **6.2 Abuse of the Legal Process**

23 Absent aggravating or mitigating circumstances, upon application of the factors
24 set out in Standard 3.0, the following sanctions are generally appropriate in cases
involving failure to expedite litigation or bring a meritorious claim, or failure to
obey any obligation under the rules of a tribunal except for an open refusal based
on an assertion that no valid obligation exists:

6.21 Disbarment is generally appropriate when a lawyer knowingly violates a
court order or rule with the intent to obtain a benefit for the lawyer or another,

1 and causes serious injury or potentially serious injury to a party or causes serious
2 or potentially serious interference with a legal proceeding.

3 6.22 Suspension is generally appropriate when a lawyer knows that he or she
4 is violating a court order or rule, and causes injury or potential injury to a client
5 or a party, or causes interference or potential interference with a legal
6 proceeding.

7 6.23 Reprimand is generally appropriate when a lawyer negligently fails to
8 comply with a court order or rule, and causes injury or potential injury to a client
9 or other party, or causes interference or potential interference with a legal
10 proceeding.

11 6.24 Admonition is generally appropriate when a lawyer engages in an
12 isolated instance of negligence in complying with a court order or rule, and
13 causes little or no actual or potential injury to a party, or causes little or no actual
14 or potential interference with a legal proceeding.

15 46. Respondent was aware that she was taking no action and filing nothing with the
16 court during the pendency of the proceedings, instead making assumptions about what was
17 happening; she was made aware of the entry of noncompliance orders and, later, that final
18 orders had been entered yet took no action for two month. Her inaction harmed her client as
19 described supra.

20 47. The presumptive sanction is suspension.

21 48. The following aggravating factors apply under ABA Standard 9.22:

- 22 (a) prior disciplinary offenses:
- 23 (d) multiple offenses; and
- 24 (i) substantial experience in the practice of law.

49. The following mitigating factors apply under ABA Standard 9.32:

- (d) timely good faith effort to make restitution or to rectify
consequences of misconduct; and
- (l) remorse.

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

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

1 **VI. STIPULATED DISCIPLINE**

2 52. The parties stipulate that Respondent shall receive a two year suspension for her
3 conduct.

4 53. Prior to reinstatement from suspension, Respondent shall:

- 5 a. have an independent mental health evaluation of her fitness to practice by a
6 licensed mental health professional proposed by Respondent and approved by
7 Disciplinary Counsel, and
- 8 b. produce documentation that she has paid all costs imposed under this stipulation.

9 54. Respondent will be subject to probation for a period of two years beginning when
10 she is reinstated to the practice of law, and will comply with the following probation terms:

- 11 a. She shall consult regularly with a licensed mental health professional of her
12 choice.
- 13 b. During any period in which she is representing any private client[s] she will have
14 a practice monitor of her choice, subject to approval by Disciplinary Counsel. The
15 practice monitor will meet with Respondent on a monthly basis and will make
16 reports to Disciplinary Counsel on a quarterly basis. Respondent will also, during
17 any period in which she is representing any private client[s], make her best efforts at
18 obtaining malpractice insurance. Should Respondent be unable to obtain malpractice
19 insurance, she will make a complete report to Disciplinary Counsel of her efforts to
20 obtain the same.

21 55. Respondent shall be solely responsible for any costs incurred with respect to
22 compliance with paragraphs 53 and 54.

23 56. Any disputes concerning choice of a mental health evaluator under paragraph 53(a)

1 or practice monitor under paragraph 54(b) will be resolved under the procedure in ELC
2 13.3(b)(2).

3 **VII. RESTITUTION**

4 57. Restitution is not required because Respondent has refunded her fee to Ms. Faried
5 and paid the court-imposed sanctions.

6 **VIII. COSTS AND EXPENSES**

7 58. In light of Respondent's willingness to resolve this matter by stipulation at an early
8 stage of the proceedings, Respondent shall pay reduced attorney fees and administrative costs of
9 \$500 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC
10 13.9(l) if these costs are not paid within 30 days of approval of this stipulation. Reinstatement
11 from suspension or disbarment is conditioned on payment of costs.

12 **IX. VOLUNTARY AGREEMENT**

13 59. Respondent states that prior to entering into this Stipulation she has consulted
14 independent legal counsel regarding this Stipulation, that Respondent is entering into this
15 Stipulation voluntarily, and that no promises or threats have been made by ODC, the
16 Association, nor by any representative thereof, to induce the Respondent to enter into this
17 Stipulation except as provided herein.

18 60. Once fully executed, this stipulation is a contract governed by the legal principles
19 applicable to contracts, and may not be unilaterally revoked or modified by either party.

20 **X. LIMITATIONS**

21 61. This Stipulation is a compromise agreement intended to resolve this matter in
22 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
23 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer

1 and ODC acknowledge that the result after further proceedings in this matter might differ from
2 the result agreed to herein.

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

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

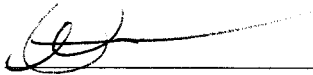
13 64. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary
14 Board shall have available to it for consideration all documents that the parties agree to submit
15 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that
16 form the record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

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

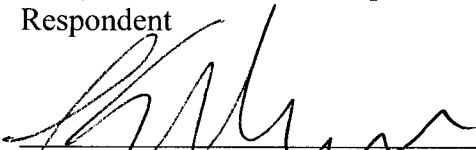
21 66. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this
22 Stipulation will have no force or effect, and neither it nor the fact of its execution will be
23 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary

1 proceeding, or in any civil or criminal action.

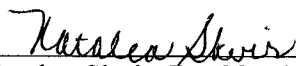
2
3 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
4 Discipline as set forth above.

5 
6 _____
Margaret Diamond Christopher, Bar No. 24884
Respondent

Dated: 3/9/16

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8 _____
Kurt M. Bulmer, Bar No. 5559
Counsel for Respondent

Dated: 3/9/16

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10 
11 _____
Natalea Skvir, Bar No. 34335
Disciplinary Counsel

Dated: 3/9/16