

**FILED**

Aug 29, 2022

Disciplinary  
Board

Docket # 033

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**JEFFREY HOWARD SADLER,**

Lawyer (Bar No. 27136).

Proceeding No. 21#00025

Resignation Form of Jeffrey Howard Sadler  
(ELC 9.3(b))

I, Jeffrey Howard Sadler, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.

2. I was admitted to practice law in the State of Washington on October 21, 1997.

3. After consulting with my counsel, Stephen Smith, I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

4. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in Disciplinary Counsel's statement, but rather than defend against the allegations, I wish to permanently resign from membership in the Association.

5. I consent to entry of an order under ELC 13.9(e) assessing expenses of \$1,500 in this matter.

1           6. I agree to pay any additional costs or restitution that may be ordered by a Review  
2 Committee under ELC 9.3(g).

3           7. I understand that my resignation is permanent and that any future application by me  
4 for reinstatement as a member of the Association is currently barred. If the Washington Supreme  
5 Court changes this rule or an application is otherwise permitted in the future, it will be treated as  
6 an application by one who has been disbarred for ethical misconduct. If I file an application, I  
7 will not be entitled to a reconsideration or reexamination of the facts, complaints, allegations, or  
8 instances of alleged misconduct on which this resignation was based.

9           8. I agree to (a) notify all other states and jurisdictions in which I am admitted,  
10 including Arizona, of this resignation in lieu of discipline; (b) seek to resign permanently from  
11 the practice of law in all other states and jurisdictions in which I am admitted, including Arizona;  
12 and (c) provide Disciplinary Counsel with copies of this notification and any response(s). I  
13 acknowledge that this resignation could be treated as a disbarment by all other jurisdictions.

14           9. I agree to (a) notify all other professional licensing agencies in any jurisdiction from  
15 which I have a professional license that is predicated on my admission to practice law of this  
16 resignation in lieu of discipline; (b) seek to resign permanently from any such license; and (c)  
17 provide disciplinary counsel with copies of any of these notifications and any responses.

18           10. I agree that when applying for any employment, I will disclose the resignation in  
19 lieu of discipline in response to any question regarding disciplinary action or the status of my  
20 license to practice law.

21           11. I understand that my resignation becomes effective on Disciplinary Counsel's  
22 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) Disciplinary  
23 Counsel must do so promptly following receipt of this document.


1 12. When my resignation becomes effective, I agree to be subject to all restrictions that  
2 apply to a disbarred lawyer.

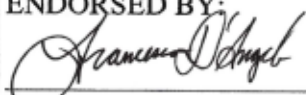
3 13. Upon filing of my resignation, I agree to comply with the same duties as a disbarred  
4 lawyer under ELC 14.1 through ELC 14.4.

5 14. I understand that, after my resignation becomes effective, it is permanent. I will  
6 never be eligible to apply and will not be considered for admission or reinstatement to the practice  
7 of law nor will I be eligible for admission for any limited practice of law.

8 15. I certify under penalty of perjury under the laws of the State of Washington that the  
9 foregoing is true and correct.

10 8/25/2022  
Date and Place

  
Jeffrey Howard Sadler  
Bar No. 27136

12 ENDORSED BY:  
13   
14 Francesca D'Angelo, Disciplinary Counsel  
15 Bar No. 22979

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DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

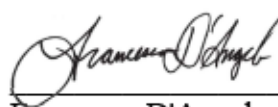
**JEFFREY HOWARD SADLER,**  
Lawyer (Bar No. 27136).

Proceeding No. 21#00025

STATEMENT OF ALLEGED  
MISCONDUCT UNDER ELC 9.3(b)(1)

The attached amended formal complaint, filed on January 20, 2021 in Proceeding No. 21#00025, constitutes Disciplinary Counsel's statement of alleged misconduct under Rule 9.3(b)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

DATED this 16th day of August, 2022.

  
\_\_\_\_\_  
Francesca D'Angelo, Bar No. 22979  
Managing Disciplinary Counsel

**EXHIBIT**  
**A**

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**JEFFREY HOWARD SADLER,**  
Lawyer (Bar No. 27136).

Proceeding No. 21#00025

AMENDED FORMAL COMPLAINT

Under Rule 10.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association charges the above-named lawyer with acts of misconduct under the Washington Supreme Court's Rules of Professional Conduct (RPC) as set forth below.

**ADMISSION TO PRACTICE**

1. Respondent Jeffrey Howard Sadler was admitted to the practice of law in the State of Washington on October 21, 1997.

**FACTS REGARDING COUNTS 1-6**

**Background**

2. At all times relevant to this Formal Complaint, Sadler was a lawyer with a personal injury practice.

3. Nancy Collins worked as Sadler's non-lawyer assistant at four different law

1 firms from 2003 to 2020: Stirbis Sadler, Sadler Law Firm, Sadler Ladenburg, and Sadler Injury  
2 Law Group.

3 4. During that time, at Sadler's direction, Collins issued trust account checks that  
4 Sadler signed.

5 5. Collins also assigned individual trust account transactions, including checks and  
6 other withdrawals, to specific clients at Sadler's direction.

7 6. On more than one occasion, Sadler asked Collins for a list of clients whose  
8 funds were held in trust. Usually, these were funds retained in trust to pay liens against personal  
9 injury settlements after client distributions and legal fees had been paid from the settlement.

10 7. On more than one occasion, Sadler improperly withdrew funds from trust using  
11 bank withdrawal slips or checks issued to "cash," with the transactions assigned to the specific  
12 clients whose funds were used.

13 8. Specific examples are described in ¶¶ 24-92.

14 **Discovery of Sadler's conversion of client funds**

15 9. From approximately 2006 to 2014, Sadler practiced as the Sadler Law Firm.

16 10. Beginning in approximately 2014, Sadler was a partner at the Sadler Ladenburg  
17 law firm. Erik Ladenburg and John Ladenburg, Jr. were the other members of the firm.

18 11. Collins worked at the Sadler Law Firm and Sadler Ladenburg as a non-lawyer  
19 assistant.

20 12. Sadler Ladenburg maintained a trust account for all three members to use. All  
21 three were signers on the account.

22 13. Collins assisted in various tasks related to maintaining the trust account,  
23 including record keeping, depositing settlement checks, and issuing checks to clients,

1 | lienholders, and others.

2 |           14. Periodically, Erik Ladenburg accessed Sadler Ladenburg's QuickBooks account  
3 | from Collins's computer.

4 |           15. On one such occasion in late 2017, Erik Ladenburg saw an email exchange  
5 | between Collins and Sadler in which Collins asked Sadler how to allocate a cash withdrawal  
6 | from the trust account.

7 |           16. Erik Ladenburg then found more cash withdrawals from trust and other  
8 | problems.

9 |           17. After reviewing trust account transactions dating from the formation of Sadler  
10 | Ladenburg, the Ladenburgs confronted Sadler with their findings regarding improper  
11 | withdrawals from trust.

12 |           18. Sadler agreed to pay back all money that Sadler had taken from trust  
13 | improperly.

14 |           19. The firm hired an accounting firm to audit Sadler Ladenburg's accounts to  
15 | ensure that all the funds Sadler had taken from trust improperly were repaid.

16 |           20. The audit revealed approximately \$72,000 in improper withdrawals.

17 |           21. Sadler ultimately paid back the funds that Sadler had taken from trust  
18 | improperly.

19 |           22. As of January 2018, after the Ladenbergs' discovery of Sadler's misuse of the  
20 | trust account, Sadler was removed from the Sadler Ladenberg trust account but remained  
21 | signatory to the Sadler Law Firm trust account.

22 |           23. In late 2018, the Sadler Ladenburg firm was dissolved.  
23 |

1 Client MF<sup>1</sup>

2 24. In 2010, Sadler received two settlements on behalf of client MF: a \$25,000  
3 settlement on February 16, 2010, and a \$50,000 settlement on August 2, 2010.

4 25. On March 2, 2010, \$8,333.33 (one third of \$25,000) was disbursed as attorney  
5 fees, and on March 20, 2012, \$16,666.67 (one third of \$50,000) was disbursed as attorney fees.  
6 Additional disbursements were made for costs and “client net proceeds.”

7 26. Funds were held in trust in order to satisfy a lien against the settlement proceeds  
8 in favor of the Department of Veteran Affairs.

9 27. On July 17, 2015, Sadler wrote a check for \$26,084.63 on the Sadler Ladenburg  
10 trust account to Destination Harley to buy a motorcycle.

11 28. The memo line on the Sadler Ladenburg QuickBooks entry for this check states,  
12 “Attorney Fees – [MF].”

13 29. Sadler knew that Sadler was not entitled to these funds.

14 30. On August 29, 2016, Sadler wrote a check for \$37,090.35 from the Sadler Law  
15 Firm trust account to the Sadler Ladenberg Trust Account.

16 31. On October 31, 2016, Sadler wrote another check for \$11,005.72 on the Sadler  
17 Ladenburg trust account to “Cash” with the memo “Client Proceeds.”

18 32. Sadler knew that Sadler was not entitled to these funds.

19 33. On February 21, 2018, after the Ladenburgs discovered Sadler’s improper trust  
20 withdrawals, Sadler returned the same two amounts (\$26,084.63 and \$11,005.72) to trust,  
21 totaling \$37,090.35.

22 34. On October 3, 2018, Sadler sent a check for \$37,090.35 from the Sadler Law

23 <sup>1</sup> Initials are being used to protect the identities of individual clients because they did not file grievances with ODC. Sadler has been provided a list of names associated with these initials.



1 Firm trust account to the Department of Veteran Affairs on MF's behalf, explaining that it was  
2 "for the remainder of the funds for reimbursement of the government's subrogation interest."

3 **Client JW**

4 35. On September 7, 2012, Sadler received a \$22,500.01 settlement on behalf of  
5 client JW.

6 36. On the same date, \$7,500 (one third of the settlement) was paid to the Sadler  
7 Law Firm, and \$8,278.31 was paid to JW as "client net proceeds."

8 37. On December 9, 2015, Sadler withdrew \$1,000 from trust and attributed it to  
9 "Attorney Fees – [JW]," although Sadler had already withdrawn all the attorney fees earned.

10 38. Sadler knew that Sadler was not entitled to these funds.

11 39. On June 2, 2017, Sadler withdrew another \$1,500 from trust using a withdrawal  
12 slip with Sadler's signature and attributed it to "fees."

13 40. Sadler knew that Sadler was not entitled to these funds.

14 41. On February 21, 2018, after the Ladenburgs discovered Sadler's improper trust  
15 withdrawals, Sadler returned \$2,500 to trust.

16 42. On June 13, 2019, Sadler paid \$1,500 to JW from the Sadler Law Firm trust  
17 account as "additional client net proceeds."

18 **Client SD**

19 43. Sadler's client SD died on November 10, 2014, before Sadler settled SD's case.

20 44. Sadler knew that SD had died.

21 45. On December 18, 2014, without disclosing that SD had died, Sadler signed  
22 SD's name to a release to settle SD's case.

23 46. The release stated, "It is a crime to knowingly provide false, incomplete, or

1 misleading information to an insurance company for the purpose of defrauding the company.  
2 Penalties include imprisonment, fines, and denial of insurance benefits.”

3 47. On January 6, 2015, about two months after SD died, Sadler received a \$17,500  
4 settlement on behalf of SD.

5 48. On January 14, 2015, \$5,833.33 (one third of the settlement) was paid to Sadler  
6 Ladenburg as attorney fees.

7 49. According to Sadler’s settlement statement, the “Net to Client” was \$3,713.56.

8 50. On March 23, 2017, Sadler withdrew \$3,713.56 from trust using a withdrawal  
9 slip with Sadler’s signature.

10 51. Sadler knew that Sadler was not entitled to these funds.

11 52. On February 21, 2018, after the Ladenburgs discovered Sadler’s improper trust  
12 withdrawals, Sadler returned the same amount (\$3,713.56) to trust.

13 53. On October 3, 2018, Sadler sent SD’s daughter, the personal representative of  
14 SD’s estate, a check from the Sadler Ladenberg trust account for \$3,713.56 plus another check  
15 from the Sadler Ladenburg general account for 3% interest from January 15, 2015.

16 54. Sadler’s transmittal letter to SD’s daughter stated, “[a]fter an audit of our bank  
17 account it was determined that your late mother was owed money from her personal injury  
18 settlement.”

19 **Client EJ**

20 55. On April 28, 2015, Sadler received a \$9,294.18 settlement on behalf of client  
21 EJ.

22 56. On May 14, 2015, \$3,294.18 was paid to Sadler Ladenburg as attorney fees, and  
23 \$3,681.54 was paid to EJ as “client net proceeds.”

1 57. Another \$1,500 was held in trust to satisfy liens against the settlement in favor  
2 of medical providers.

3 58. On December 7, 2017, Sadler withdrew \$1,500 from trust using a withdrawal  
4 slip with Sadler's signature.

5 59. Sadler knew that Sadler was not entitled to these funds.

6 60. On February 21, 2018, after the Ladenburgs discovered Sadler's improper trust  
7 withdrawals, Sadler returned \$1,500 to trust.

8 61. On December 10, 2018, Sadler Ladenburg paid EJ \$1,500 from the Sadler  
9 Landenberg trust account as "trust balance."

10 **Client DM**

11 62. On June 28, 2016, Sadler received a \$38,000 settlement on behalf of client DM.

12 63. On July 6, 2016, \$12,540 was paid to Sadler Ladenburg as attorney fees, and  
13 \$20,138.95 was paid to DM as "client net proceeds."

14 64. Another \$4,481.86 was held in trust to satisfy a lien against the settlement in  
15 favor of the Washington Teamsters Welfare Trust.

16 65. On December 7, 2017, Sadler withdrew \$4,481.86 from trust using a withdrawal  
17 slip with Sadler's signature.

18 66. Sadler knew that Sadler was not entitled to these funds.

19 67. On February 21, 2018, after the Ladenburgs discovered Sadler's improper trust  
20 withdrawals, Sadler returned the \$4,481.86 to trust.

21 68. On June 4, 2018, Sadler Ladenberg paid \$4,481.86 to the Washington  
22 Teamsters Welfare Trust.

23 //

1 **Client SH**

2 69. On February 21, 2017, Sadler received a \$95,000 settlement on behalf of client

3 SH.

4 70. On March 2, 2017, \$31,000 was paid to Sadler Ladenburg as attorney fees, and  
5 \$49,866.19 was paid to SH as “client net proceeds.”

6 71. Another \$5,545.66 was held in trust to satisfy liens against the settlement in  
7 favor of medical providers.

8 72. On December 8, 2017, Sadler withdrew \$5,545.66 from trust using a withdrawal  
9 slip with Sadler’s signature.

10 73. Sadler knew that Sadler was not entitled to these funds.

11 74. The withdrawal was listed in QuickBooks as “client proceeds,” but SH did not  
12 receive any such payment.

13 75. On February 21, 2018, after the Ladenburgs discovered Sadler’s improper trust  
14 withdrawals, Sadler returned the \$5,545.66 to trust.

15 76. On October 3, 2018, Sadler sent SH a check from the Sadler Ladenberg trust  
16 account for \$5,545.66 as “Client Trust Balance” plus another check from the Sadler Ladenburg  
17 general account for 3% interest for one year.

18 77. Sadler’s transmittal letter to SH stated, “[i]n researching the liens on this case,  
19 we found that amounts withheld were paid by insurance in April 2017.”

20 **Client KT**

21 78. On August 14, 2013, Sadler received a \$50,000 settlement on behalf of client

22 KT.

23 79. On August 15, 2013, \$16,666.66 (one third of the settlement) was paid to the

1 Sadler Law Firm for attorney fees, and on August 15, 2013, \$20,980.59 was paid to KT as  
2 “client net proceeds.”

3 80. According to the settlement statement, \$10,000 was held in trust to satisfy a lien  
4 against the settlement in favor of a medical provider.

5 81. As of November 13, 2013, the amount held in trust was \$9,120.

6 82. On December 9, 2015, Sadler withdrew \$3,040.00 from the Sadler Law Firm  
7 trust account payable to Sadler Ladenberg. The memo line on the check stated, “Attorney Fees  
8 [KT].”

9 83. Sadler knew that Sadler was not entitled to these funds.

10 84. On August 3, 2017, Sadler withdrew \$4,087.91 from trust using a withdrawal  
11 slip with Sadler’s signature.

12 85. Sadler knew that Sadler was not entitled to these funds.

13 86. On August 25, 2017, Sadler withdrew \$6,000.00 from trust using a withdrawal  
14 slip with Sadler’s signature.

15 87. Sadler knew that Sadler was not entitled to these funds.

16 88. The August 25, 2017 transaction overdrew the funds held in trust on behalf of  
17 KT.

18 89. On September 22, 2017, in response to an inquiry from KT inquiring about the  
19 status of the funds withheld from the settlement for medical liens, Sadler wrote KT a letter  
20 stating in part,

21 I received your call regarding the \$10,000.00 held in trust for the liens. As I  
22 mentioned, there is a lien from UMR (medical insurance) for care and  
23 treatment they claim is related to the case. . . . I am still unable to release any  
funds as they are likely to be paid out to the carrier. As you recall, I mentioned  
that it would be a longshot to be able to release the funds.

1           90. Sadler knew that Sadler's explanation as to why the funds could not be released  
2 was not true.

3           91. On May 2, 2018, after the Ladenburgs discovered Sadler's improper trust  
4 withdrawals, Sadler returned \$8,127.91 to Sadler Law Firm trust account.

5           92. On May 14, 2018, Sadler paid \$9,120.00 to the State of Washington Health Care  
6 Authority to satisfy a lien.

7   **COUNT 1**

8           93. By removing funds belonging to clients and/or third parties from trust without  
9 entitlement, Sadler violated RPC 1.15A(b), RPC 1.15A(c)(1), RPC 8.4(b) (by committing the  
10 crime of theft, RCW 9A.56.020(1)(a), 9A.56.010(23)(b)), and/or RPC 8.4(c).

11   **COUNT 2**

12           94. By withdrawing client funds from trust for Sadler's own use without notifying  
13 the clients whose funds were withdrawn, Sadler violated RPC 1.15A(e).

14   **COUNT 3**

15           95. By disbursing funds from trust to clients and third persons long after those funds  
16 were received, Sadler violated RPC 1.15A(f).

17   **COUNT 4**

18           96. By making withdrawals from trust to cash, and/or by making withdrawals using  
19 withdrawal slips instead of by check or by electronic transfer, Sadler violated RPC 1.15A(h)(5).

20   **COUNT 5**

21           97. By signing SD's name to the release to settle SD's case after SD's death  
22 without revealing that SD had died, Sadler violated RPC 4.1(a) and/or RPC 8.4(c).

1 **COUNT 6**

2 98. By providing false information to KT about the status of funds withheld from  
3 KT's settlement for medical liens, Sadler violated RPC 1.4 and/or RPC 8.4(c).

4 **FACTS REGARDING COUNT 7**

5 **Failure to cooperate with disciplinary investigation**

6 99. In or about January 2019, after Sadler Ladenburg dissolved, Sadler opened a  
7 new firm called the Sadler Injury Law Group.

8 100. Collins went to work in that firm.

9 101. On September 16, 2020, Collins filed a grievance with ODC regarding Sadler's  
10 misuse of the trust account at both Sadler Ladenburg and the Sadler Injury Law Group.

11 102. On September 28, 2020, ODC sent Sadler a preliminary request for response  
12 under ELC 5.3(b).

13 103. Sadler submitted a response to the grievance on February 5, 2021, more than  
14 three months after it was due, without any supporting documentation.

15 104. In the February 5, 2021 response, Sadler claimed that any improper withdrawals  
16 from trust were "mistakes and errors" that were the fault of Collins, whom Sadler claimed told  
17 Sadler "when to remove funds and why."

18 105. In the February 5, 2021 response, Sadler further claimed to have "immediately"  
19 remedied these "errors" within "48 hours" of being informed of them.

20 106. On February 11, 2021, ODC sent Sadler a request for records and information  
21 under ELC 5.3(g) seeking documents to substantiate Sadler's claims in the February 5, 2021  
22 response.

23 107. On April 12, 2021, Sadler provided a response, which consisted solely of an

1 email with 10 attachments referred to as “client files.”

2 108. The response was incomplete in almost every respect.

3 109. In response to ODC’s request that Sadler “[i]dentify each client matter for  
4 which funds were returned following the audit referenced in your response to the grievance,”  
5 Sadler provided nothing.

6 110. In response to ODC’s request that Sadler identify, for each client matter for  
7 which funds were returned, (a) the person to whom the funds were returned, (b) the amount  
8 returned, (c) the date on which the funds were returned, and (d) the manner in which the funds  
9 were returned, Sadler provided nothing.

10 111. In response to ODC’s request that Sadler explain, for each client matter for  
11 which funds were returned, “why, how, and when the funds were improperly withdrawn or  
12 withheld so that they needed to be returned,” Sadler provided nothing.

13 112. In response to ODC’s request that Sadler provide “[d]ocumentation supporting  
14 your answers to 1-3 above,” Sadler provided nothing.

15 113. ODC requested that Sadler provide certain records related to 12 clients,  
16 including the clients discussed above, who were identified in ODC’s investigation as clients  
17 whose funds may have been misappropriated.

18 114. For the most part, the requested records are ones that Sadler is required to  
19 maintain for at least seven years under ELC 1.15A(h)(2) and 1.15B(a).

20 115. The ten “client files” that Sadler provided contain some but not all of these  
21 documents.

22 116. Sadler did not provide any checkbook registers, bank statements, or copies of  
23 deposit slips, withdrawal slips, or cancelled checks.



1 117. ODC requested that Sadler provide “[c]omplete trust account records for all  
2 trust accounts for the period beginning January 1, 2019 up through and including January 2021,  
3 including but not limited to all the records enumerated in RPC 1.15B(a).”

4 118. In response to this request, Sadler provided nothing.

5 119. Because of Sadler’s failure to provide a complete response to ODC’s request for  
6 records and information under ELC 5.3(g), on June 16, 2021 ODC filed a petition for interim  
7 suspension with the Washington Supreme Court under ELC 7.2(a)(3) (failure to cooperate).

8 120. The Supreme Court issued an order to show cause and set a show cause hearing  
9 for September 30, 2021.

10 121. On June 21, 2021, after ODC filed the petition for interim suspension, Sadler  
11 provided some additional records for one trust account consisting of QuickBooks records for  
12 2019-present and trust account bank statements for 2020-present.

13 122. On September 15, 2021—15 days before the show cause hearing—Sadler  
14 provided a written response to the questions asked in the February 11, 2021 supplemental  
15 request for response, but no documentation.

16 123. Over the next two weeks, Sadler provided some documentation responsive to  
17 the February 11, 2021 supplemental request for response.

18 124. At the parties’ request, on September 29, 2021 the Supreme Court continued the  
19 show cause hearing to October 28, 2021 to allow the parties additional time to determine  
20 Sadler’s compliance with the disciplinary investigation.

21 125. On October 29, 2021, the Court entered an order suspending Sadler from the  
22 practice of law under ELC 7.2(a)(3).  
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COUNT 7

126. By failing to provide a prompt and/or complete response to ODC's request for records and information as required by ELC 5.3(f) and/or ELC 5.3(g), Sadler violated RPC 8.4(l).

FACTS REGARDING COUNTS 8-11

**Representation of Tara McKenzie's son, NP**

127. As of August 2019, Sadler practiced with the Sadler Injury Law Group.

128. The Sadler Injury Law Group used the CLIO case management software system, which requires a login id and password for each user.

129. In August 2019, Tara McKenzie's son's leg was broken while in daycare.

130. McKenzie contacted Sadler about handling the case on behalf of the son, NP.

131. On or about August 14, 2019, McKenzie and McKenzie's then-husband signed a one-third contingency fee agreement for the Sadler Injury Law Group to represent NP with respect to injuries suffered on August 6, 2019.

132. McKenzie brought the signed fee agreement to Sadler's office on August 14, 2019.

133. Sadler gave McKenzie a copy for their records on which Sadler wrote in the date and marked /s/ on the signature lines.

134. On September 25, 2019, Sadler wrote a letter of representation to Little Tots Daycare and Preschool stating,

This is to advise you that we represent Tara McKenzie for the damages and injuries to her son [NP] at your daycare on August 6, 2019. [¶] We are now collecting information that will enable us to give this matter a meaningful evaluation. When this work is completed, we will contact you again. In the interim, please forward this letter to your insurance carrier or attorney as soon as possible and have them contact me. If we have not heard from someone

1 within 30 days, we will be forced to file suit against you personally and the  
2 business.

3 135. The CLIO timeline report for the NP matter shows two entries created on  
4 September 25, 2019 by Sadler.

5 136. One of the September 25, 2019 entries states, "Case Opened." The other states,  
6 "LOR [Letter of Representation] to Daycare."

7 137. The CLIO records do not reflect that Sadler performed any other work on NP's  
8 case.

9 138. McKenzie and Sadler did, however, communicate from time to time via  
10 Facebook messenger.

11 139. On November 1, 2019, while communicating about settling a different personal  
12 injury matter that Sadler was handling for McKenzie, Sadler wrote, "We will continue on with  
13 the daycare case."

14 140. On August 14, 2020, McKenzie wrote Sadler about yet another legal matter.  
15 In the course of that communication, Sadler stated, "I am still working on the daycare issue."

16 141. On January 7, 2021, McKenzie wrote Sadler asking for an update on the  
17 progress of NP's case, noting ongoing problems with NP's leg.

18 142. Sadler did not respond.

19 143. On February 22, 2021, McKenzie wrote Sadler about a different matter, but  
20 noted that Sadler had not responded to the prior message about NP.

21 144. On March 7, 2021, McKenzie wrote Sadler asking, "Are we doing anything or  
22 not? It's been a year and a half with no answers and my 4 yr old son waking up in pain at least  
23 3-4 nights a week crying about it."

145. Sadler responded, "I am still researching how to go about proving it happened at

1 the daycare.”

2 146. McKenzie pointed Sadler to evidence including a text from the daycare provider  
3 admitting it did happen there, and daycare sign in sheets.

4 147. The next day Sadler responded, “Yes, but I am looking for an expert. I’ll reach  
5 out to you later this week.”

6 148. Sadler did not reach out to McKenzie as promised.

7 149. On July 2, 2021, McKenzie wrote Sadler complaining about the lack of  
8 response.

9 150. Sadler did not respond.

10 151. On July 4, 2021, McKenzie wrote Sadler stating

11 So I take it you’re ignoring me now? Why did you agree to take the case if  
12 you had zero intention of working it?? What do I have to do to get you off the  
13 case and someone else on it. Well, I can find my own lawyer, but can you  
please sign something removing yourself so I can obtain an attorney who is  
actually going to do the work?

14 152. On July 5, 2021, Sadler responded, “I do not believe you can price what  
15 happened. We were just reviewing the case so you don’t need anything to get another  
16 attorney.”

17 153. McKenzie responded that the case was not about the money but about making  
18 sure another child did not get hurt, and asked for additional follow up.

19 154. Sadler did not respond further.

20 155. At about that same time, Sadler was in the process of selling the Sadler Injury  
21 Law Group.

22 156. On August 3, 2021, the new owner of the Sadler Injury Law Group wrote  
23 McKenzie advising of the sale and asking if McKenzie wished to “continue your

1 representation” through the new firm on the same terms as the previous agreement with the  
2 Sadler Injury Law Group.

3 157. McKenzie decided to continue NP’s representation with the new firm. The case  
4 is ongoing.

5 **Respondent’s misrepresentations to ODC during the disciplinary investigation and**  
6 **manipulation of the CLIO records**

7 158. McKenzie filed a grievance with ODC regarding Sadler’s failure to take action  
8 on NP’s case.

9 159. On September 10, 2021, Sadler responded to McKenzie’s grievance by denying  
10 that Sadler ever represented McKenzie with respect to NP’s injury at daycare.

11 160. Sadler’s response to ODC stated in relevant part:

12 I would first like to make it clear that I never represented Ms. McKenzie on  
13 the referenced day care case for her son. . . . Ms. McKenzie asked me about a  
14 potential claim for injury to her son. She explained the facts of the potential  
15 claim to me. In my opinion, the facts did not support a claim as there was no  
16 way to prove how the injury happened or where it happened. [¶] I declined to  
17 take the case. There was never a fee agreement (required in contingent cases)  
18 or any other forms for representation. In addition, this was communicated to  
19 her several times. The last time it was communicated was in July, via text,  
20 when she asked for any file materials so she could try to find an attorney. I  
21 reminded her that I had no file material as I never represented her or her son  
22 for that matter. [¶] I do not believe I had an obligation to communicate more  
23 with her as she was not my client.

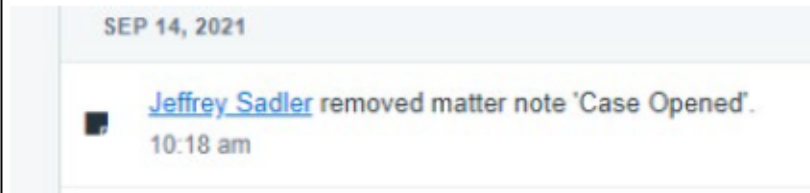
18 161. McKenzie sent a reply to ODC stating that Sadler was being untruthful and that  
19 there was a signed fee agreement.

20 162. ODC emailed McKenzie’s reply to Sadler on September 14, 2021 at  
21 approximately 10:14 a.m.

22 163. The CLIO records in NP’s case reflect that at 10:18 a.m. that day, Sadler  
23 accessed the CLIO records, downloaded a copy of the letter of representation that Sadler had

1 sent to the daycare center, and removed and/or attempted to remove the “Case Opened” note  
2 that Sadler had entered on September 25, 2019.

3 164. The latter transaction was reflected in CLIO as follows:



4  
5  
6  
7 165. At approximately 11:14 a.m. that day, Sadler sent ODC an email stating in  
8 relevant part, “The only response I have is that a fee agreement was never executed. I sent one  
9 letter to see if the daycare had insurance while I reviewed the case. I enforced [sic] the client  
10 that I was not interested in the case by phone and text.”

11 166. As of on September 14, 2021, the CLIO records for NP’s case were maintained  
12 by the firm that had purchased the Sadler Injury Law Group.

13 167. Sadler’s access to CLIO was disabled after that.

14 **COUNT 8**

15 168. By failing to take any meaningful action on NP’s case after the initial letter of  
16 representation, Sadler violated RPC 1.3.

17 **COUNT 9**

18 169. By failing to respond to McKenzie’s reasonable requests for information about  
19 the status of the case and/or by providing false information to McKenzie about actions Sadler  
20 purportedly was taking to move the case forward, Sadler violated RPC 1.4 and/or RPC 8.4(c).

21 **COUNT 10**


22 170. By falsely stating to ODC that Sadler did not represent McKenzie with respect  
23 to NP’s injury, Sadler violated RPC 8.1(a) and/or RPC 8.4(c).

COUNT 11

171. By removing and/or attempting to remove the entry from CLIO that NP's case had been opened in September 2019, Sadler violated RPC 8.4(a) (attempt to violate RPC) 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 20th day of January, 2022.

  
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Joanne S. Abelson, Bar No. 24877  
Managing Disciplinary Counsel