

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**S CHRISTOPHER EASLEY,**  
Lawyer (Bar No. 28029).

Proceeding No. 16#00025  
ODC File No. 16-00249

STIPULATION TO DISBARMENT

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to disbarment is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through Managing Disciplinary Counsel Joanne S. Abelson, Respondent's Counsel Brett Andrews Purtzer, and Respondent lawyer S Christopher Easley.

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that he is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to him. Respondent chooses to resolve this

010

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

### 3 I. ADMISSION TO PRACTICE

4 1. Respondent was admitted to practice law in the State of Washington on June 30,  
5 1998.

6 2. On March 17, 2016, the Supreme Court suspended Respondent from the practice of  
7 law under ELC 7.1 during the pendency of these disciplinary proceedings.

### 8 II. STIPULATED FACTS

#### 9 Background

10 3. In 2009 and in 2010, Respondent was a licensed attorney residing in Gig Harbor,  
11 Washington.

12 4. Also in 2009, Respondent also owned numerous properties in Pierce County and  
13 Kitsap County.

14 5. In the 1990s, Respondent and others controlled an internet service provider company  
15 called Telisphere Communications, LLC ("Telisphere").

16 6. The company Telisphere ceased operations as a communications company in  
17 approximately the year 2000, and ceased all operations in the year 2006.

18 7. However, throughout the 2000s, until June 2010, Telisphere maintained an open  
19 bank account at Columbia Bank, in the Western District of Washington.

20 8. From 1997 to 2010, Respondent was an authorized signer on the Telisphere bank  
21 account.

22 9. From at least as early as 2006, until the account was closed in June 2010,  
23 Respondent controlled all deposits into and withdrawals from the Telisphere bank account.

1 **Short Sale of Property**

2 10. In 2007, Respondent owned property that was located on 162nd Street Northwest, in  
3 Gig Harbor, Washington (hereinafter "162nd Street Property").

4 11. In September 2007, Respondent obtained a mortgage loan from Washington Mutual  
5 Bank in the approximate amount of \$260,000, using the 162nd Street Property as collateral.

6 12. By 2009, the mortgage loan made by Washington Mutual was serviced by JP  
7 Morgan Chase Bank.

8 13. At all times relevant to this case, including 2009 and 2010, JP Morgan Chase Bank  
9 was a financial institution, as defined by Title 18, United States Code, Section 20, because it  
10 was federally insured.

11 14. By 2009, Respondent had fallen behind on the payments for the 162nd Street  
12 Property.

13 15. Respondent applied to JP Morgan Chase Bank to allow him to "short-sell" the 162nd  
14 Street Property, that is, to sell the 162nd Street Property for an amount less than the amount  
15 Respondent owed on the property, which was approximately \$260,000, and to satisfy  
16 Respondent's debt to JP Morgan Chase Bank for this lesser amount.

17 16. Beginning on or about September 29, 2009, and continuing through on or about  
18 January 19, 2010, Respondent made a series of material misrepresentations and omissions to JP  
19 Morgan Chase Bank about the nature of the pending sale of the 162nd Street Property.

20 17. Specifically, Respondent misrepresented the nature of the proposed short sale  
21 transaction by failing to disclose that:

22 a. the proposed buyer of the 162nd Street Property was Respondent's father-in-law,

23 J.B.;

1 b. Respondent would retain management control of the property after the sale; and

2 c. Respondent, rather than J.B., would be providing the cash to finance the short-sale.

3 18. Further, Respondent materially misrepresented his financial status to JP Morgan  
4 Chase Bank during the short sale process.

5 19. For example, on September 29, 2009, and again on October 13, 2009, Respondent  
6 submitted information about his financial status and his assets to JP Morgan Chase Bank so JP  
7 Morgan Chase Bank could determine whether to approve the short-sale.

8 20. On these dates, Respondent submitted a financial information form that listed his  
9 checking balance as \$1800 and his savings balance as \$0.

10 21. On these dates, Respondent also submitted monthly statements for his personal  
11 checking account for the period June 2009 to September 2009, and these statements supported  
12 these balances.

13 22. However, Respondent failed to provide JP Morgan Chase Bank with monthly  
14 statements from the Telisphere account, which showed large balances for the same time period.

15 23. The August 31, 2009, statement for the Telisphere account showed an ending  
16 balance of over \$86,000, representing Respondent's proceeds from an asset loan that he  
17 obtained.

18 24. The September 30, 2009, statement for the Telisphere account showed an ending  
19 balance of over \$32,000.

20 25. On November 25, 2009, Respondent provided additional monthly bank statements  
21 for his personal bank accounts to JP Morgan Chase Bank in support of his application for a  
22 short sale.

23 26. On this date, Respondent submitted bank statements for his personal bank account

1 for the time period October 2009 to November 2009, which showed an ending balance of  
2 \$2774.62, on November 11, 2009.

3 27. However, Respondent failed to provide the bank with monthly statements from the  
4 Telisphere account, which showed an ending balance of over \$234,000 on October 31, 2009,  
5 and an ending balance of over \$226,000 on November 30, 2009.

6 28. On October 13, 2009, Respondent deposited over \$217,000 into the Telisphere  
7 account, representing Respondent's proceeds from the sale of a different property in Pierce  
8 County.

9 29. Based on representations made by Respondent, JP Morgan Chase Bank approved the  
10 sale of the 162nd Street Property from Respondent to J.B. for \$140,000.

11 30. On or about January 19, 2010, the transaction closed through Fidelity National Title  
12 in Gig Harbor, Washington.

13 31. The money for the transaction was provided by Respondent, that is, Respondent  
14 provided Fidelity National Title two cashier's checks in the total amount of \$140,594.69, which  
15 was the amount needed to fund the transaction.

16 32. Respondent purchased these cashier's checks using funds from the Telisphere bank  
17 account, and, on the cashier's checks, Respondent listed the purchaser of the cashier's checks as  
18 his father-in-law, J.B.

19 33. After the short-sale, Respondent retained management control of the 162nd Street  
20 Property.

21 34. As a result of this short-sale, JP Morgan Chase Bank received a check for  
22 \$129,023.26, which represented its total repayment for the \$260,000 loan it extended to  
23 Respondent.

1 **Failure to File Tax Return**

2 35. For each tax year 2010, 2011, and 2012, Respondent, through his work as an  
3 attorney and by the sale of certain properties, had gross income in excess of \$25,000.

4 36. For tax years 2010, 2011, and 2012, Respondent was required to file a tax return, and  
5 for each year, Respondent failed to file a tax return, even though Respondent knew that he was  
6 required to file a tax return for those years.

7 37. The total tax due from Respondent for these three tax years exceeded \$50,000.

8 **Criminal Convictions**

9 38. On October 23, 2015, an Information was filed in the United States District Court,  
10 Western District of Washington, charging Respondent with violating 18 U.S.C. § 1344 (Bank  
11 Fraud, Count 1) and 26 U.S.C. § 7203 (Willful Failure to File a Tax Return, Count 2). United  
12 States of America v. Easley, U.S. District Court (W.D. WA), Case No. CR 15-5477.

13 39. Violation of 18 U.S.C. § 1344 as charged in the Information is a felony.

14 40. Violation of 26 U.S.C. § 7203 as charged in the Information is a misdemeanor.

15 41. On November 12, 2015, Respondent entered guilty pleas to Counts 1 and 2 as  
16 charged in the Information.

17 42. The elements of Bank Fraud, as charged in the Information, are that (1) the  
18 defendant knowingly carried out a scheme or plan to obtain money or property from a financial  
19 institution by making false statements or promises; (2) the defendant knew that the statements  
20 or promises were false; (3) the statements or promises were material, that is, they had a natural  
21 tendency to influence, or were capable of influencing, a financial institution to part with money  
22 or property; (4) the defendant acted with the intent to defraud; and (5) the financial institution  
23 was federally insured during the relevant time period.

1 43. The elements of Willful Failure to File a Tax Return, as charged in the Information,  
2 are that (1) the defendant was required to file a tax return for the calendar year ending  
3 December 31, 2010; (2) the defendant failed to file an income tax return by April 15th of the  
4 following year; and (3) in failing to do so, the defendant acted willfully.

5 44. In the plea agreement Respondent signed on November 12, 2015, Respondent  
6 admitted that he was guilty of the offenses charged in the Information, and he agreed to the facts  
7 set forth in ¶¶ 3-37 of this Stipulation.

8 45. Respondent entered his guilty plea freely and voluntarily.

9 46. On December 1, 2015, United States District Judge Benjamin H. Settle accepted  
10 Respondent's guilty plea and adjudged Respondent guilty of the offenses charged in the  
11 Information.

### 12 III. STIPULATION TO MISCONDUCT

13 47. By committing the crime of Bank Fraud as charged in Count 1 of the Information  
14 filed in United States of America v. Easley, U.S. District Court (W.D. WA), Case No. CR 15-  
15 5477, Respondent violated RPC 8.4(b) and RPC 8.4(c).

16 48. By committing the crime of Willful Failure to File a Tax Return as charged in Count  
17 2 of the Information filed in United States of America v. Easley, U.S. District Court (W.D.  
18 WA), Case No. CR 15-5477, Respondent violated RPC 8.4(b) and RPC 8.4(c).

### 19 IV. PRIOR DISCIPLINE

20 49. Respondent has no prior discipline.

### 21 V. APPLICATION OF ABA STANDARDS

22 50. The following American Bar Association Standards for Imposing Lawyer Sanctions  
23 (1991 ed. & Feb. 1992 Supp.) apply to this case:

1     **ABA Standard 5.1 -- Failure to Maintain Personal Integrity**

2     5.11 Disbarment is generally appropriate when:

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

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

11     5.12 Suspension is generally appropriate when a lawyer knowingly engages in  
12     criminal conduct which does not contain the elements listed in Standard 5.11 and that  
13     seriously adversely reflects on the lawyer's fitness to practice.

14     5.13 Reprimand is generally appropriate when a lawyer knowingly engages in any  
15     other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that  
16     adversely reflects on the lawyer's fitness to practice law.

17     5.14 Admonition is generally appropriate when a lawyer engages in any other conduct  
18     that reflects adversely on the lawyer's fitness to practice law.

19     51. Respondent acted intentionally.

20     52. JP Morgan Chase Bank suffered injury from Respondent's fraudulent conduct. The  
21     public suffers injury from violations of the tax laws. The profession suffers injury in the eyes of  
22     the public when a lawyer commits a criminal act.

23     53. The presumptive sanction for committing the crime of Bank Fraud is disbarment  
24     under ABA Standard 5.11(a).

25     54. The presumptive sanction for committing the crime of Willful Failure to File a Tax  
26     Return is suspension under ABA Standard 5.12.

27     55. The following aggravating factors apply under ABA Standard 9.22:

28     (b) dishonest or selfish motive;

29     (d) multiple offenses;



1 (i) substantial experience in the practice of law (admitted 1998).

2 56. The following mitigating factors apply under ABA Standard 9.32:

3 (a) absence of a prior disciplinary record.

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

6 58. On balance the aggravating and mitigating factors do not warrant a departure from  
7 the presumptive sanction.

8 **VI. STIPULATED DISCIPLINE**

9 59. The parties stipulate that Respondent shall be disbarred for his conduct.

10 **VII. RESTITUTION**

11 60. Respondent must comply with the restitution requirements imposed by the United  
12 States District Court on sentencing.

13 **VIII. COSTS AND EXPENSES**

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

19 **IX. VOLUNTARY AGREEMENT**

20 62. Respondent states that prior to entering into this Stipulation he has consulted  
21 independent legal counsel regarding this Stipulation, that Respondent is entering into this  
22 Stipulation voluntarily, and that no promises or threats have been made by ODC, the  
23 Association, nor by any representative thereof, to induce the Respondent to enter into this

1 Stipulation except as provided herein.

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

4 **X. LIMITATIONS**

5 64. This Stipulation is a compromise agreement intended to resolve this matter in  
6 accordance with the purposes of lawyer discipline while avoiding further proceedings and the  
7 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer  
8 and ODC acknowledge that the result after further proceedings in this matter might differ from  
9 the result agreed to herein.

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

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

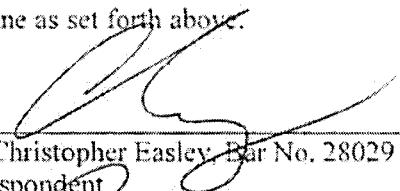
20 67. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary  
21 Board shall have available to it for consideration all documents that the parties agree to submit  
22 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that  
23 form the record before the Board for its review become public information on approval of the

1 Stipulation by the Board, unless disclosure is restricted by order or rule of law.

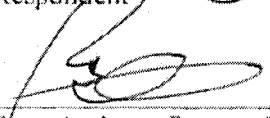
2 68. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will  
3 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the  
4 Rules for Enforcement of Lawyer Conduct will be made.

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


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

11   
12 \_\_\_\_\_  
13 S Christopher Easley, Bar No. 28029  
14 Respondent

Dated: 2/1/17

15   
16 \_\_\_\_\_  
17 Brett Andrews Purtzer, Bar No. 17283  
18 Counsel for Respondent

Dated: 2/1/2017

19   
20 \_\_\_\_\_  
21 Joanne S. Abelson, Bar No. 24877  
22 Managing Disciplinary Counsel

Dated: 2/2/17