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FILED
AUG 07 2015
DISCIPLINARY
BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

KENT GREGORY KOK,
Lawyer (Bar No. 29650).

Proceeding No. 15#00023

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 disciplinary counsel Erica Temple, and Respondent lawyer Kent Gregory Kok.

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

proceeding now by entering into the following stipulation to facts, misconduct and sanction to Stipulation to Discipline

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OFFICE OF DISCIPLINARY COUNSEL OF THE
WASHINGTON STATE BAR ASSOCIATION
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
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843

1 avoid the risk, time, and expense attendant to further proceedings.

2 Respondent wishes to stipulate to disbarment without affirmatively admitting the facts
3 and misconduct in ¶¶ 10-71, rather than proceed to a public hearing. Respondent agrees that if
4 this matter were to proceed to a public hearing, there is a substantial likelihood that ODC would
5 be able to prove, by a clear preponderance of the evidence, the facts and misconduct in ¶¶ 10-
6 71, and that the facts and misconduct will be deemed proved in any subsequent disciplinary
7 proceeding in any jurisdiction.

8 I. ADMISSION TO PRACTICE

9 1. Respondent was admitted to practice law in the State of Washington on November
10 22, 1999. On May 8, 2014, Respondent was suspended for non-payment of licensing fees.

11 II. STIPULATED FACTS

12 13-01174, the grievance opened by ODC

13 2. On June 27, 2013, ODC received an overdraft notice relating to Respondent's
14 People's Bank IOLTA account *0888.

15 3. Subsequent investigation by ODC revealed that in 2013, Respondent knowingly
16 failed to maintain IOLTA records in compliance with RPC 1.15B. Specifically, Respondent did
17 not maintain client ledgers or perform client ledger reconciliations. Respondent also failed to
18 maintain check registers.

19 4. Respondent's wife, A.R., assisted Respondent in keeping financial records for
20 Respondent's law firm. Respondent knowingly failed to supervise A.R. to ensure that her
21 conduct was compatible with his obligations under the RPC.

22 5. In 2013, Respondent placed most client fees, whether earned or not, into his IOLTA
23 account because his general account was subject to garnishment. Respondent also deposited

1 personal funds into his IOLTA account.

2 6. On April 2, 2013, Respondent wrote a check, drawn on his IOLTA account, for a
3 filing fee of \$290 for his client C.D. At the time, C.D. had no funds in the IOLTA account. The
4 funds were drawn from funds belonging to other clients.

5 7. On April 16, 2013, Respondent wrote a check, drawn on his IOLTA account, in the
6 amount of \$2,000, payable to "cash."

7 8. On or about January 15, 2014, Respondent closed his law practice. He sent a letter
8 to all of clients to inform them of the closure and his withdrawal from their cases. Two other
9 lawyers in the area took over the client files and distributed them to clients.

10 9. However, Respondent did not refund any unearned fees to clients upon his
11 withdrawal.

12 **13-00960, the grievance filed by Jose Robles**

13 10. In February 2013, Jose Robles paid Respondent a \$2,500 advance fee deposit to
14 perform a custody modification.

15 11. When opposing counsel pointed out that Respondent had a conflict, Respondent
16 withdrew from representing Mr. Robles.

17 12. On May 29, 2013, Respondent refunded \$1,575 to Mr. Robles. This money was
18 drawn on funds belonging to other clients.

19 13. Respondent knowingly converted funds belonging to other clients in order to pay
20 Mr. Robles.

21 14. Respondent caused injury and/or potential injury to his clients.

22 **14-00382, the grievance filed by Nanette Denouden**

23 15. In February 2006, John and Nanette Denouden (the Denoudens) hired Respondent to

1 represent them in a construction dispute. At the time, Respondent worked for another law firm.
2 In August 2011, Respondent left that firm.

3 16. After that, in January 2013, the Denoudens paid Respondent \$250 for additional
4 work related to the original construction project. Respondent did not earn the \$250 fee, but did
5 not return the funds to the Denoudens.

6 17. Respondent knowingly converted funds belonging to the Denoudens.

7 18. Respondent caused injury to the Denoudens.

8 **14-00021, the grievance filed by Brian Bass**

9 19. In January 2012, Brian Bass hired Respondent to represent him in a dissolution case
10 in Whatcom County Superior Court.

11 20. On May 4, 2013, Mr. Bass paid Respondent a flat fee of \$2,100 to finish his
12 dissolution. On June 7, 2013, Mr. Bass paid Respondent an additional \$305.

13 21. Respondent never entered a notice of appearance, and did not complete the work
14 necessary to finish the dissolution case. Respondent did not refund any money to Mr. Bass, and
15 at the end of 2013, stopped communicating with him.

16 22. Respondent knowingly converted funds belonging to Mr. Bass.

17 23. Respondent caused injury to Mr. Bass.

18 **14-00195, the grievance filed by Dec Ann Moreau**

19 24. In or about September 2011, Dec Ann Moreau hired Respondent to represent her
20 son, A.M., in a parenting plan/child support case in Whatcom County Superior Court. She paid
21 Respondent a flat fee of \$4,900.

22 25. After December 2013, Respondent stopped communicating with Ms. Moreau and
23 A.M. In January 2014, Respondent withdrew from representing A.M.

1 26. Respondent provided ODC with records showing that, based upon his hourly rate, he
2 did earn most of his fee, although the exact amount is unclear.

3 27. Respondent did not take reasonable steps to protect A.M.'s interests upon his
4 withdrawal, including refunding any unearned portion of his fee.

5 28. Respondent caused injury to A.M. and Ms. Moreau.

6 **14-00143, the grievance filed by Steven Lemieux**

7 29. On November 21, 2013, Steven Lemieux paid Respondent a flat fee of \$7,000 for
8 representation in a dissolution case in Whatcom County Superior Court. Respondent told Mr.
9 Lemieux that he would refund any money he did not earn.

10 30. Respondent did not send Mr. Lemieux any invoices or billing statements.

11 31. As of December 2013, Respondent stopped communicating with Mr. Lemieux. In
12 January 2014, Respondent withdrew from representing Mr. Lemieux.

13 32. Respondent did not complete Mr. Lemieux's dissolution, did not earn the entire
14 \$7,000, and did not refund any fees.

15 33. Respondent did not take reasonable steps to protect Mr. Lemieux's interests upon his
16 withdrawal.

17 34. Respondent knowingly converted funds belonging to Mr. Lemieux.

18 35. Respondent caused injury to Mr. Lemieux.

19 **14-00223, the grievance filed by Dave Mellott**

20 36. On October 9, 2013, Dave Mellott paid Respondent \$500 to represent him in a
21 business dispute.

22 37. But Respondent took no action, and Mr. Mellott settled the case on his own.

23 38. Respondent did not earn the \$500, or refund the money to Mr. Mellott.

1 39. Respondent knowingly converted funds belonging to Mr. Mellott.

2 40. Respondent caused injury to Mr. Mellott.

3 **14-00214, the grievance filed by Antonette Swanson**

4 41. In 2011, Antonette Swanson hired Respondent to represent her in a dissolution case
5 in Whatcom County Superior Court. In June 2013, Ms. Swanson paid Respondent an advance
6 fee of \$3,000.

7 42. In January 2014, Respondent withdrew from representing Ms. Swanson.

8 43. Respondent did not earn the \$3,000, and did not refund the fee to Ms. Swanson.

9 44. Respondent did not take reasonable steps to protect Ms. Swanson's interests upon his
10 withdrawal.

11 45. Respondent knowingly converted funds belonging to Ms. Swanson.

12 46. Respondent caused injury to Ms. Swanson.

13 **14-00257, the grievance filed by Tony Lewellen**

14 47. In September 2012, Tony Lewellen hired Respondent to represent him in a
15 dissolution case in Whatcom County Superior Court. Mr. Lewellen agreed to pay Respondent
16 an advance fee deposit of \$2,500.

17 48. Over the next two years, Mr. Lewellen paid Respondent a total of \$10,000, and
18 received only one invoice, in October 2012, for \$2,680.

19 49. Respondent did not earn the entire \$10,000 fee.

20 50. In January 2014, Respondent withdrew from representing Mr. Lewellen.
21 Respondent did not refund any fees to Mr. Lewellen.

22 51. Respondent did not take reasonable steps to protect Mr. Lewellen's interests upon
23 his withdrawal.

1 52. Respondent knowingly converted funds belonging to Mr. Lewellen.

2 53. Respondent caused injury to Mr. Lewellen.

3 **14-00340, the grievance filed by Greg John**

4 54. On October 13, 2011, Greg John hired Respondent to represent him in a dissolution
5 case in Whatcom County Superior Court.

6 55. Mr. John paid Respondent a total of \$3,500. Respondent earned a total of \$700 for
7 work on Mr. John's case.

8 56. In January 2014, Respondent withdrew from representing Mr. John. Respondent did
9 not refund the unearned fee of \$2,800 to Mr. John.

10 57. Respondent did not take reasonable steps to protect Mr. John's interests upon his
11 withdrawal.

12 58. Respondent knowingly converted funds belonging to Mr. John.

13 59. Respondent caused injury to Mr. John.

14 **14-01252, the grievance filed by Darin Holman**

15 60. In April 2012, Darin Holman hired Respondent to represent him in a parenting plan
16 modification in Whatcom County Superior Court. On May 8, 2013, Mr. Holman paid
17 Respondent \$2,000.

18 61. Respondent never sent Mr. Holman any invoices, and did not earn the \$2,000 fee.
19 Respondent did not refund any money to Mr. Holman and stopped communicating with him as
20 of December 2013.

21 62. Respondent knowingly converted funds belonging to Mr. Holman.

22 63. Respondent caused injury to Mr. Holman.

23 **14-01083, the grievance filed by Jas Basi**

1 75. By failing to keep adequate IOLTA account records, Respondent violated RPC
2 1.15A(c)(3), RPC 1.15A(h)(2) and RPC 1.15B.

3 76. By disbursing funds belonging to one client on behalf of another, Respondent
4 violated RPC 1.15A(h)(8).

5 77. By writing a check to cash, Respondent violated RPC 1.15A(h)(5).

6 78. By failing to supervise his non-lawyer assistant, Respondent violated RPC 5.3(a), (b)
7 and (c).

8 IV. PRIOR DISCIPLINE

9 79. Respondent has no prior discipline.

10 V. APPLICATION OF ABA STANDARDS

11 80. The following American Bar Association Standards for Imposing Lawyer Sanctions
12 (1991 ed. & Feb. 1992 Supp.) apply to this case:

13 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client
14 property and causes injury or potential injury to a client.

15 81. Respondent acted knowingly in converting client funds for his own use.

16 82. Respondent caused injury to his clients as described above.

17 83. The presumptive sanction is disbarment.

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

21 84. Respondent acted knowingly in failing to keep IOLTA account records, failing to
22 supervise A.R., and improperly withdrawing from representation.

23 85. Respondent caused injury to his clients as described above.

24 86. The presumptive sanction is suspension.

87. The following aggravating factors apply under ABA Standard 9.22:

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

3 88. The following mitigating factors apply under ABA Standard 9.32:

- 4 (a) absence of a prior disciplinary record;
5 (c) personal or emotional problems (Respondent has engaged in treatment for
6 both mental health and substance abuse issues.)

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

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

10 **VI. STIPULATED DISCIPLINE**

11 91. The parties stipulate that Respondent shall be disbarred for his conduct.

12 **VII. RESTITUTION**

13 92. Reinstatement from disbarment is conditioned on payment of restitution to the
14 persons set forth below:

15 14-00382, grievance by Nanette Denouden. \$250 due to Ms. Denouden.

16 14-00021, grievance by Brian Bass. \$2,405 due to Mr. Bass.

17 14-00143, grievance by Steven Lemieux, \$7,000 due to Mr. Lemieux.

18 14-00223, grievance by Dave Mellott. \$500 due to Mr. Mellott.

19 14-00214, grievance by Antonette Swanson. \$3,000 due to Ms. Swanson.

20 14-00257, grievance by Tony Lewellen. \$7,320 due to Mr. Lewellen.

21 14-00340, grievance by Greg John. \$2,800 due to Mr. John.

22 14-00195, grievance by Dec Ann Moreau. \$4,900 due to Ms. Moreau.

23 14-01252, grievance by Darin Holman. \$2,000 due to Darin Holman.

1 14-01083, grievance by Jas Basi. \$4,800 due to H.S.B.

2 93. Reinstatement shall also be conditioned upon payment to the Lawyers Fund for
3 Client Protection (LFCP) for any funds that the LFCP pays to clients based upon Respondent's
4 misconduct.

5 **VIII. COSTS AND EXPENSES**

6 94. In light of Respondent's willingness to resolve this matter by stipulation at an early
7 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$1,000
8 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC
9 13.9(l) if these costs are not paid within 30 days of approval of this stipulation. Reinstatement
10 from disbarment is conditioned on payment of costs.

11 **IX. VOLUNTARY AGREEMENT**

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

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

19 **X. LIMITATIONS**

20 97. This Stipulation is a compromise agreement intended to resolve this matter in
21 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
22 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
23 and ODC acknowledge that the result after further proceedings in this matter might differ from

1 the result agreed to herein.

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

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

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

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

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

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

DocuSigned by:

E6130D084B494BE

Kent Gregory Kok, Bar No. 29650
Respondent

Dated: 6/17/2015



Erica Temple, Bar No. 28458
Disciplinary Counsel

Dated: 6/17/15