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FILED

JUL 16 2012

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

RYAN J. WEST,
Lawyer (Bar No. 29745).

Proceeding No. 10#00062

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 Washington State Bar Association (Association), through disciplinary counsel Kathleen A. T. Dassel and Respondent lawyer Ryan J. West.

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

1 **I. ADMISSION TO PRACTICE**

2 1. Respondent was admitted to practice law in the State of Washington on November
3 22, 1999.

4 **II. STIPULATED FACTS**

5 **A. Garrison Matter**

6 2. On June 14, 2007, Anthony Garrison hired Respondent to represent him in a
7 divorce proceeding filed by his wife and paid Respondent an advance fee deposit of \$2,500.

8 3. On July 9, 2007, Respondent filed documents in the proceeding without Mr.
9 Garrison's signature.

10 4. From that point forward, Respondent stopped communicating with Mr. Garrison
11 and failed to provide information or respond to telephone messages repeatedly left by Mr.
12 Garrison over the next several months.

13 5. Respondent signed an order in the matter appointing the guardian ad litem, noting
14 that Mr. Garrison's original signature would be filed separately. Respondent never told Mr.
15 Garrison about the order, never asked him to sign the document, and never filed Mr.
16 Garrison's original signature with the court.

17 6. In February 2008, Mr. Garrison terminated Respondent and requested his
18 paperwork, a fee accounting, and a refund of money due him.

19 7. Over 15 months later, Respondent sent Mr. Garrison a trust account check for an
20 advance deposit refund of \$1,170.55. It was returned "Not Sufficient Funds."

21 **B. Dick Matter**

22 8. On May 13, 2009, Timothy Dick hired Respondent to represent him in a child
23 support modification matter and paid him an advance fee deposit of \$1,000.

1 9. On May 19, 2009, Respondent sent Mr. Dick's unrepresented ex-wife, Debra
2 Lancaster, a letter for review and approval of a child support worksheet and proposed order
3 for the modification.

4 10. On June 11, 2009, Mr. Dick emailed Respondent that his child support case was
5 sent to the Snohomish County Prosecutor and that Respondent needed to file a notice of
6 appearance on his behalf. Respondent did not enter his appearance or respond to Mr. Dick's
7 email.

8 11. From that point forward, Respondent stopped communicating with Mr. Dick and
9 failed to provide information or respond to telephone messages repeatedly left by Mr. Dick.

10 12. On June 29, 2009, Ms. Lancaster wrote Respondent a letter that she did not agree
11 with the order Respondent prepared, but that she would be willing to agree to an order with
12 certain modifications. Respondent did not inform Mr. Dick about the letter and did not
13 respond to Ms. Lancaster.

14 13. Mr. Dick hired another lawyer who sent a letter to Respondent requesting the
15 return of Mr. Dick's original materials, an accounting, a refund of money due him, and the
16 Lancaster correspondence. Respondent did not respond and did not provide the requested
17 information, documents and refund.

18 14. On November 16, 2009, Mr. Dick sent a letter to Respondent requesting an
19 explanation of how much of his fee had been used. Respondent did not respond to Mr. Dick.
20 After Mr. Dick filed a grievance with the Association on December 29, 2009, Respondent
21 refunded \$1,000 to Mr. Dick.

22 15. Between January 4, 2010 and March 16, 2010, when it issued a subpoena, the
23 Association requested Respondent's written response to the grievance, a copy of Mr. Dick's
24

1 client file, and client financial records. Respondent did not respond or provide the materials.
2 The Association required Respondent to appear at a non-cooperation deposition on April 27,
3 2010, nearly five months after the Association's initial requests. At that time he produced an
4 incomplete copy of Mr. Dick's file. Respondent failed to produce financial records.

5 **C. Musso Matter**

6 16. In July 2008, Donald Musso, who lives in Pennsylvania, hired Respondent to file a
7 modification of a parenting plan in Whatcom County Superior Court and paid him a \$2,500
8 flat fee that Mr. Musso believed covered the entire representation. All communications
9 between them were by telephone or email. There was no fee agreement.

10 17. Respondent deposited the \$2,500 into his trust account on July 21, 2008. By
11 September 4, 2008, although at least \$1,900 of Mr. Musso's funds remained unearned,
12 Respondent had withdrawn the entire \$2,500 from his trust account. Respondent did not send
13 billing or accounting statements to Mr. Musso either before or after withdrawing the money
14 from his trust account.

15 18. On September 5, 2008, Respondent filed a petition and proposed order to modify
16 Mr. Musso's parenting plan. On October 8, 2008, after Mr. Musso was criminally-charged
17 with violating a no-contact order preventing contact with his wife, Respondent agreed to
18 represent him for that too.

19 19. Respondent told Mr. Musso that he would resolve the criminal matter before the
20 modification. Respondent did not prepare a fee agreement for the criminal matter and did not
21 tell Mr. Musso that the criminal representation would involve additional attorney's fees. On
22 July 30, 2009, Mr. Musso pled guilty and received a suspended sentence, but his no-contact
23 order was extended for another year.
24

1 20. On August 1, 2009, Respondent told Mr. Musso that he would appear at a court
2 hearing on October 29, 2009 to seek modification of the parenting plan. Respondent did not
3 prepare and file the modification and did not schedule a hearing for October 29, 2009.
4 Respondent performed no further work for Mr. Musso.

5 21. After October 29, 2009, Mr. Musso attempted to get information about his case by
6 repeatedly emailing, telephoning, and leaving messages for Respondent, who did not respond.
7 Respondent did not provide Mr. Musso with a billing statement or accounting and did not
8 refund any funds due him.

9 22. On January 19, 2010, Mr. Musso filed a grievance with the Association. Between
10 January 21, 2010 and March 16, 2010, when it issued a subpoena, the Association requested
11 Respondent's written response to the grievance, a copy of Mr. Musso's client file, and client
12 financial records. Respondent did not respond or provide the materials. The Association
13 required Respondent to appear at a non-cooperation deposition on April 27, 2010, nearly five
14 months after the Association's initial requests. At that time he produced an incomplete copy
15 of Mr. Musso's file. Respondent failed to produce financial records.

16 **D. Peterson Matter**

17 23. In November 2009, Norman Peterson hired Respondent to represent him in a
18 divorce and an alleged criminal restraining order violation filed by his estranged wife. Mr.
19 Peterson paid him an advance fee deposit of \$1,918.75.

20 24. A hearing on the on the restraining order violation was scheduled for December 2,
21 2009. When Mr. Peterson appeared at court on that date, he learned that Respondent had
22 continued the hearing without his consent or knowledge.

23 25. Although Mr. Peterson and his wife reconciled by the end of December 2009, the
24

1 criminal charges could not be dismissed and they could not resume their marital relationship
2 because Respondent failed to withdraw or appear for the hearing. It was repeatedly
3 rescheduled over the next five months, requiring Mr. Peterson, the prosecutor, and Mr.
4 Peterson's wife to appear on each new hearing date.

5 26. After late November 2009, Respondent stopped communicating with Mr. Peterson
6 and failed to provide information about his case, an accounting, and a refund of his advance
7 fee deposit, and did not respond to telephone messages repeatedly left by Mr. Peterson over
8 the next several months.

9 27. On November 4, 2010, Mr. Peterson filed a grievance with the Association.
10 Between November 8, 2010 and February 9, 2011, when it issued a subpoena, the Association
11 requested Respondent's written response to the grievance, a copy of Mr. Peterson's client file,
12 and client financial records. Respondent did not respond or provide the materials. The
13 Association required Respondent to appear at a non-cooperation deposition on April 27, 2011,
14 nearly five months after the Association's initial requests. Respondent produced an
15 incomplete client file and incomplete financial records.

16 **E. Pickard Matter**

17 On May 9, 2010, Carol Pickard hired Respondent to obtain an uncontested divorce and paid
18 him an advance fee deposit of \$1,750. Respondent did not prepare a fee agreement.

19 28. During their meeting, Respondent told Ms. Pickard that he would begin the divorce
20 by filing a petition for legal separation to ensure her retention of health insurance benefits.
21 Respondent told her that the divorce would be final 90 days after he filed the petition.

22 29. After two months with no contact from Respondent, Ms. Pickard began calling and
23 leaving daily messages for Respondent asking about the status of her divorce. Respondent did
24

1 not answer her calls until late July 2010.

2 30. On July 22, 2010, Respondent prepared and filed a separation petition and
3 summons for Ms. Pickard in Whatcom County Superior Court. Although it was specifically
4 discussed, the petition did not address child support for Ms. Pickard's special-needs child or
5 for her husband's child from a previous marriage. Respondent performed no further work for
6 Ms. Pickard.

7 31. From that point forward, Respondent stopped communicating with Ms. Pickard
8 and failed to provide information or respond to telephone messages repeatedly left by Ms.
9 Pickard.

10 32. On November 18, 2010, Ms. Pickard learned from the Whatcom County Superior
11 Court Clerk that she was not divorced and that no child support was ordered. Ms. Pickard
12 hired another attorney to obtain her divorce.

13 33. Respondent did not provide Ms. Pickard with her file, an accounting, or a refund of
14 her advance fee deposit. On November 18, 2010, Ms. Pickard filed a grievance with the
15 Association.

16 34. Between November 19, 2010 and February 4, 2011, when it issued a subpoena, the
17 Association requested Respondent's written response to the grievance, a copy of Ms.
18 Pickard's client file and client financial records. Respondent did not respond or provide the
19 materials. The Association required Respondent to appear at a non-cooperation deposition on
20 April 27, 2011, nearly five months after the Association's initial requests. Respondent
21 produced an incomplete client file and incomplete financial records.

22 **F. Green Matter**

23 35. On January 14, 2010, T. Regan Green hired Respondent to modify a pre-existing
24

1 parenting plan and paid him an advance fee deposit of \$2,500.

2 36. In March 2010, Respondent served, prepared and filed Mr. Green's petition for
3 modification and proposed parenting plan in Snohomish County Superior Court. Respondent
4 did nothing further on the matter.

5 37. From that point forward, Respondent stopped communicating with Mr. Green and
6 failed to provide information or respond to email and telephone messages repeatedly left by
7 Mr. Green.

8 38. Mr. Green hired another lawyer to handle the matter. In June 2010, Mr. Green sent
9 Respondent a letter terminating his representation, requesting the return of his documents and
10 file, an itemized billing, and the return of his advance fee deposit. Respondent did not
11 respond to Mr. Green and did not provide any of the information requested. Respondent did
12 not return any of Mr. Green's advance fee deposit. On October 5, 2010, Mr. Green filed a
13 grievance with the Association.

14 39. Between October 5, 2010 and December 9, 2010, when it issued a subpoena, the
15 Association requested Respondent's written response to the grievance, a copy of Mr. Green's
16 client file and client financial records. Respondent did not respond or provide the materials.
17 The Association required Respondent to appear at a non-cooperation deposition on April 27,
18 2011, nearly five months after the Association's initial requests. Respondent produced an
19 incomplete client file and incomplete financial records.

20 **G. Sprinkle Matter**

21 40. On July 2, 2010, Jason Sprinkle hired Respondent to obtain an uncontested
22 divorce and paid him an advance fee deposit of \$2,000.

23 41. On July 2, 2010, Respondent prepared and filed Mr. Sprinkle's petition, summons
24

1 and order for an uncontested divorce in Whatcom County Superior Court. Respondent did
2 nothing further on the matter.

3 42. From that point forward, Respondent stopped communicating with Mr. Sprinkle
4 and failed to provide information and documents, or respond to email and telephone messages
5 repeatedly left by Mr. Sprinkle.

6 43. In January 2011, Mr. Sprinkle learned from the clerk of the court that
7 Respondent's failure to file proper documents, including joinder materials, would prevent his
8 divorce from being finalized.

9 44. Mr. Sprinkle could not afford to hire another lawyer to complete his divorce, and
10 he was unable to move forward pro se.

11 45. Respondent did not provide Mr. Sprinkle with his file, his documents, an
12 accounting, or return Mr. Sprinkle's advance fee deposit. On January 23, 2011, Mr. Sprinkle
13 filed a grievance with the Association.

14 46. Between January 24, 2011 and February 4, 2009, when it issued a subpoena, the
15 Association requested Respondent's written response to the grievance, a copy of Mr.
16 Sprinkle's client file and client financial records. Respondent did not respond or provide the
17 materials. The Association required Respondent to appear at a non-cooperation deposition on
18 April 27, 2011, four months after the Association's initial requests. Respondent failed to
19 produce a complete client file or complete financial records.

20 **H. Austin Matter**

21 47. On August 11, 2010, Joanne Reta Austin hired Respondent to obtain an
22 uncontested divorce and paid him a flat fee of \$750. Respondent prepared a fee agreement,
23 but did not give a copy to Ms. Austin. At their meeting, Respondent told Ms. Austin that her
24

1 divorce would be final 90 days after the petition was filed.

2 48. On August 22, 2010, Respondent prepared a petition, summons and "order of
3 dissolution." Respondent did not file the dissolution documents in Whatcom County Superior
4 Court until September 10, 2010. Respondent performed no further work for Ms. Austin.

5 49. Between August 11, 2010 and February 2011, Ms. Austin attempted to contact
6 Respondent to obtain information about her case, including questions about property division
7 and bankruptcy, by repeatedly emailing, telephoning, and leaving messages for Respondent,
8 who did not respond.

9 50. On February 1, 2011, believing she was divorced, Ms. Austin learned from the
10 clerk of the court that Respondent had failed to file proper documents, including joinder
11 materials, and that she was not divorced. As a result, Ms. Austin was required to file income
12 tax jointly with her estranged husband since they were still married, and to quitclaim property
13 to her husband that had been significantly devalued by the extended waiting period for a
14 divorce. Ms. Austin then prepared the necessary documents to obtain the uncontested divorce.

15 51. Ms. Austin continued to contact Respondent, requesting a refund of her flat fee, an
16 accounting, and her documents and file. Respondent did not respond, did not provide the
17 information and materials, and did not refund her fee. On February 2, 2011, Ms. Austin filed a
18 grievance with the Association.

19 52. On February 3, 2011 and February 4, 2011, when it issued a subpoena, the
20 Association requested Respondent's written response to the grievance, a copy of Ms. Austin's
21 client file and client financial records. Respondent did not respond or provide the materials.
22 The Association required Respondent to appear at a non-cooperation deposition on March 7,
23 2011. Respondent failed to produce a complete client file and produced no financial records.
24

1 **I. Herron Matter**

2 53. On December 27, 2010, Charles Herron hired Respondent to represent him in a
3 divorce proceeding filed by his wife and paid him \$2,500.

4 54. On December 31, 2010, Mr. Herron met with Respondent to prepare for a
5 contempt hearing scheduled for January 4, 2011. Without Mr. Herron's consent or
6 knowledge, Respondent continued the hearing to January 14, 2011. Respondent performed no
7 further work for Mr. Herron.

8 55. From that point forward, Respondent stopped communicating with Mr. Herron,
9 and failed to provide information or respond to telephone messages repeatedly left by Mr.
10 Herron.

11 56. Mr. Herron hired another lawyer to handle the matter. On January 20, 2011, the
12 lawyer sent a letter to Respondent terminating his representation and enclosing a form for
13 substitution of counsel that Respondent signed.

14 57. Mr. Herron continued to write, fax, and email Respondent requesting a final
15 itemized billing and a return of his advanced fee deposit. Respondent did not respond and did
16 not provide an accounting or refund to Mr. Herron. On March 3, 2011, Mr. Herron filed a
17 grievance against Respondent with the Association.

18 58. Between March 4, 2011 and April 25, 2011, the Association requested
19 Respondent's written response to the grievance, a copy of Mr. Herron's client file and client
20 financial records. Respondent did not respond or provide the materials.

21 **J. Schmidt Matter**

22 59. In March 2009, Nydia. Schmidt, a resident of Maryland, hired Respondent to
23 oppose a visitation motion by her estranged husband and to obtain her divorce in Whatcom
24

1 County Superior Court. She paid him \$2,000. All communications by Ms. Schmidt with
2 Respondent were by telephone, facsimile, email, or mail.

3 60. On March 27, 2009, Respondent prepared and filed a short declaration for Ms.
4 Schmidt and appeared briefly at a visitation hearing on March 31, 2009. Respondent
5 performed no further work for Ms. Schmidt.

6 61. From that point forward, Respondent stopped communicating with Ms. Schmidt,
7 and failed to provide information or respond to email, facsimile, and telephone messages
8 repeatedly left by Ms. Schmidt.

9 62. On August 17, 2010, Ms. Schmidt's mother went on-line to review her daughter's
10 docket and learned that a hearing was scheduled two days later on August 19, 2010. Ms.
11 Schmidt hired another lawyer. Ms. Schmidt and her lawyer called and sent letters to
12 Respondent terminating his representation and requesting an accounting and refund of Ms.
13 Schmidt's advance fee deposit.

14 63. Respondent did not withdraw from the case, he did not respond to Ms. Schmidt or
15 her lawyer, and he did not provide an accounting or refund to Ms. Schmidt. On May 17,
16 2011, Ms. Schmidt filed a grievance with the Association.

17 64. On May 19, 2011, the Association sent Respondent a copy of the grievance and
18 requested his written response. Respondent failed to file any written response or to
19 communicate with the Association about Ms. Schmidt's case.

20 III. STIPULATION TO MISCONDUCT

21 65. By failing to communicate with Mr. Garrison, Mr. Dick, Mr. Musso, Mr. Peterson,
22 Ms. Pickard, Mr. Sprinkle, Mr. Green, Ms. Austin, Mr. Herron, and Ms. Schmidt ("his clients"),
23 and by failing to diligently handle and expedite their matters, Respondent violated RPC 1.3,
24

1 RPC 1.4(a), and RPC 3.2.

2 66. By failing to communicate the scope of his representation and his fee to Mr.
3 Musso, Respondent violated RPC 1.5(b).

4 67. By failing to promptly withdraw from his clients' matters when he was discharged
5 by his clients, by failing to give notice of removal of Mr. Garrison's and Mr. Musso's fees and
6 to maintain their unearned fees in his trust account, Respondent violated RPC 1.15A(c), RPC
7 1.15A(f), RPC 1.15A(h)(3), RPC 1.16(a)(3) and RPC 1.16(d).

8 68. By failing to provide his clients with a written accounting of their funds,
9 Respondent violated RPC 1.15A(e).

10 69. By engaging in a dishonest pattern of conduct by failing to perform his clients'
11 legal work and converting the fees that they paid to him for his own use, Respondent violated
12 RPC 1.15A(b) and RPC 8.4(c).

13 IV. PRIOR DISCIPLINE

14 70. Respondent has no history of prior discipline.

15 V. APPLICATION OF ABA STANDARDS

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

18 Standard 4.4 – Lack of Diligence [RPC 1.3, 1.4(a), 1.5(b), and 3.2 violations]

19 4.41 Disbarment is generally appropriate when:

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

4.42 Suspension is generally appropriate when:

- 1 (a) a lawyer knowingly fails to perform services for a client and causes
injury or potential injury to a client, or
2 (b) a lawyer engages in a pattern of neglect and causes injury or potential
injury to a client.

3 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act
with reasonable diligence in representing a client, and causes injury or potential
4 injury to a client.

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

7 72. Respondent abandoned his practice, engaged in a pattern of neglect, and knowingly
failed to perform services for clients.

8 73. The presumptive sanction is disbarment.

9 74. All of Respondent's clients suffered actual injury, and some suffered serious injury,
10 due to delay in their litigation.

11 Standard 4.1--Failure to Preserve the Client's Property

12 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client
property and causes injury or potential injury to a client.

13 4.12 Suspension is generally appropriate when a lawyer knows or should know that he
14 is dealing improperly with client property and causes injury or potential injury to a
client.

15 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with
client property and causes injury or potential injury to a client.

16 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with
client property and causes little or no actual or potential injury to a client.

17 75. Standard 4.11 is applicable to the following violations: 1.15A(b) (conversion of
18 client funds), RPC 1.15A(c) (holding client property separate from Respondent's property),
19 RPC 1.15A (e) (written accounting), RPC 1.15A(f) (unearned fee refund), RPC 1.15A(h)(3)
20 (notice of withdrawal of fees), RPC 1.16(d) (obligation to return unearned fees upon
21 termination), and RPC 8.4(c) (deceit and dishonesty).

22 76. Respondent knew and intended to convert client funds to his own use with the intent
23 to financially benefit himself, knew that he should have held client funds separate from his
24

1 own, knew that he should have provided a written accounting of those funds to the clients, and
2 intended to and knew that he would not, and still has not, refunded unearned fees to his
3 clients.

4 77. These actions seriously injured clients who lost their money. Respondent
5 intentionally engaged in conduct involving dishonesty and deceit that seriously adversely
6 reflects on his fitness to practice law.

7 78. The presumptive sanction is disbarment.

8 Standard 7.0 — Duties Owed as a Professional [RPC 1.16(a)(3) (failing to withdraw after
9 termination) and RPC 8.4(l) through violation of ELC 5.3(e)(non-cooperation)]

10 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
11 conduct that is a violation of a duty owed as a professional with the intent to
12 obtain a benefit for the lawyer or another, and causes serious or potentially
13 serious injury to a client, the public, or the legal system.

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

17 7.3 Reprimand is generally appropriate when a lawyer negligently engages in
18 conduct that is a violation of a duty owed as a professional and causes injury or
19 potential injury to a client, the public, or the legal system.

20 7.4 Admonition is generally appropriate when a lawyer engages in an isolated
21 instance of negligence that is a violation of a duty owed as a professional, and
22 causes little or no actual or potential injury to a client, the public, or the legal
23 system.

24 79. Respondent acted knowingly.

80. Respondent engaged in conduct that seriously harmed his clients in their pursuit of
swift resolution of their matters and that burdened and harmed the legal system. Respondent
impeded the substitution of subsequent counsel and the processing of family and criminal
matters. He abandoned cases that did not move forward. By failing to cooperate with the
Association, Respondent gave himself more time to obtain clients and hinder the
investigations necessary for the Association to carry out its mandate of protecting the public.

1 81. The presumptive sanction is disbarment.

2 82. The following aggravating factors apply under ABA Standards Section 9.22:

- 3 (d) multiple offenses; and
4 (i) substantial experience in the practice of law.

5 83. The following mitigating factors apply under ABA Standards Section 9.32:

- 6 (a) absence of a prior disciplinary record; and
7 (c) personal or emotional problems.

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

10 VI. STIPULATED DISCIPLINE AND RESTITUTION

11 85. The parties stipulate to disbarment. Reinstatement from disbarment is conditioned
12 on payment of restitution to the Lawyers' Fund for Client Protection.

13 VII. COSTS AND EXPENSES

14 86. In light of Respondent's willingness to resolve this matter by stipulation, Respondent
15 shall pay attorney fees and administrative costs of \$1,000 in accordance with ELC 13.9(i).
16 The Association will seek a money judgment under ELC 13.9(1) if these costs are not paid
17 within 30 days of approval of this stipulation. Reinstatement from disbarment is condition on
18 payment of costs.

19 VIII. VOLUNTARY AGREEMENT

20 87. Respondent states that prior to entering into this Stipulation he had an opportunity to
21 consult independent legal counsel regarding this Stipulation, that Respondent is entering into
22 this Stipulation voluntarily, and that no promises or threats have been made by the
23 Association, nor by any representative thereof, to induce the Respondent to enter into this
24 Stipulation except as provided herein.

1 **IX. LIMITATIONS**

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

7 89. This Stipulation is not binding upon the Association or the respondent as a statement
8 of all existing facts relating to the professional conduct of the respondent lawyer, and any
9 additional existing facts may be proven in any subsequent disciplinary proceedings.

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

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

22 92. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
23 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
24

1 Rules for Enforcement of Lawyer Conduct will be made.

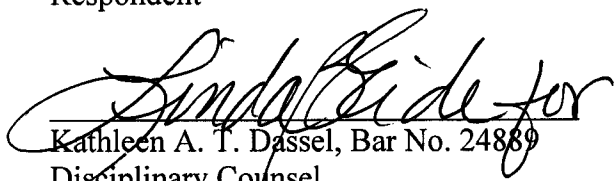
2 93. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this
3 Stipulation will have no force or effect, and neither it nor the fact of its execution will be
4 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
5 proceeding, or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

6 94. The Respondent and the Association agree that acceptance of this stipulation may be
7 by facsimile or email.

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

10
11 _____
12 Ryan J. West, Bar No. 29745
13 Respondent

Dated: _____

14 
15 _____
16 Kathleen A. T. Dassel, Bar No. 24889
17 Disciplinary Counsel

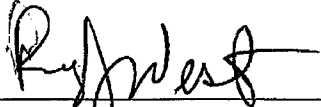
Dated: May 12, 2012

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10 
11 _____
12 Ryan J. West, Bar No. 29745
13 Respondent

Dated: 5-12-12

14 _____
15 Kathleen A. T. Dassel, Bar No. 24889
16 Disciplinary Counsel

Dated: _____

RECEIVED

MAY 12 2012

WSBA OFFICE OF
DISCIPLINARY COUNSEL