

FILED

MAR 15 2013

DISCIPLINARY BOARD

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re  
**ERIC A. JONES,**  
Lawyer (Bar No. 31048).

Proceeding No. 12#00073 and WSBA File  
#12-00009

STIPULATION TO SUSPENSION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Suspension is entered into by the Washington State Bar Association (Association), through disciplinary counsel Jonathan Burke and respondent lawyer Eric A. Jones (Respondent).

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

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

2 **I. ADMISSION TO PRACTICE**

3 1. Respondent was admitted to practice law in the State of Washington on May 30,  
4 2001.

5 **II. STIPULATED FACTS**

6 2. During all material times, Respondent's legal practice focused on immigration law.

7 3. During all material times, Respondent held himself out to the public as an  
8 immigration lawyer.

9 **Facts Regarding Kamau Matter**

10 4. On August 22, 2006, Respondent met with John Kamau (Kamau) about  
11 representing him in an asylum case.

12 5. Kamau provided Respondent with documentation and information reflecting that  
13 Kamau was a native of Kenya who entered the United States on May 10, 2006, and that  
14 Kamau's visa was due to expire on November 8, 2006.

15 6. Kamau provided Respondent with documentation reflecting that Kamau had  
16 submitted an application for asylum to the United States Citizen and Immigration Services  
17 (USCIS) on or about June 21, 2006.

18 7. Later, Kamau provided Respondent with a letter from USCIS, dated September 7,  
19 2006, notifying Kamau that his request for asylum was denied because he failed to meet the  
20 legal standard.

21 8. On October 16, 2006, Respondent met again with Kamau and agreed to represent  
22 him in the asylum matter provided that Kamau pay him advance fees of \$2,500 in full before  
23 representation commenced.

1           9. At that time, Kamau had not presented a reasonably valid legal basis to seek  
2 asylum, and based on the documentation and information provided, Kamau would not qualify  
3 for asylum.

4           10. Respondent provided Kamau with a letter/fee agreement, dated October 16, 2006,  
5 stating that payment of "the initial advance of \$2,500 is required" as a condition of  
6 representation.

7           11. Under the terms of the letter/fee agreement, Respondent agreed to charge Kamau  
8 at an hourly billing rate of \$200.

9           12. Respondent's fee agreement provided that "advanced payments will be deposited  
10 into a trust account." Respondent's fee agreement also provided that "at reasonable intervals, I  
11 will send you statements indicating fees earned, expenses incurred, and any other charges."  
12 Respondent's fee agreement further provided that "in the event of a timely [fee] dispute, funds  
13 equal to the total of disputed charges will remain or be re-deposited within the trust account."

14           13. Many of the provisions in Respondent's standard form fee agreement were  
15 borrowed from other form fee agreements that Respondent obtained. Respondent did not  
16 commonly follow the terms and procedures set out in the fee agreement.

17           14. Respondent informed Kamau that he would not represent him until Kamau  
18 provided Respondent with a Notice to Appear in immigration removal proceedings.

19           15. A Notice to Appear was never issued to Kamau.

20           16. Respondent never filed a notice of appearance on behalf of Kamau in any  
21 immigration proceedings.

22           17. During the period from December 2006 through September 2009, Kamau made  
23 periodic payments to Respondent totaling \$2,500.

1 18. Of the \$2,500 paid, Respondent received two personal checks in the amount of  
2 \$200 each, dated December 8, 2006 and January 5, 2007.

3 19. Respondent applied one of Kamau's \$200 personal checks, dated December 8,  
4 2006, to fees for the initial consultation, which was a reasonable fee.

5 20. Respondent did not deposit the second \$200 personal check, dated January 5,  
6 2007, into his trust account. Instead, Respondent held this check in a file for years. The  
7 checking account for the \$200 check was eventually closed and the check is no longer good.

8 21. The remaining \$2,100 was paid to Respondent using money orders.

9 22. Respondent received ten money orders from Kamau in the amount of \$200 each  
10 with the following dates: April 30, 2007, May 11, 2007, May 25, 2007, June 8, 2007, June 22,  
11 2007, July 6, 2007, July 20, 2007, August 3, 2007, August 17, 2007, August 31, 2007.

12 23. Respondent received one money order for \$100, dated September 14, 2007.

13 24. Each of the eleven money orders Kamau provided to Respondent provided that a  
14 non-refundable service charge of \$0.50 per month would be deducted from the amount of the  
15 money order when it is not presented for payment within one year of the date purchased.  
16 Respondent was not aware of the monthly service charge provision.

17 25. Respondent did not deposit any of the eleven money orders into his trust account.  
18 Instead, Respondent held the money orders in a file.

19 26. Respondent knew or should have known that he failed to properly handle the  
20 advance fees paid by Kamau.

21 27. Respondent received letters from Kamau requesting legal services, including an  
22 application for a work permit. Respondent did not comply with these requests because a Notice  
23 to Appear had not been filed or served.

1           28. Respondent received a letter from Kamau, dated September 15, 2007, stating that  
2 he had completed paying the required \$2,500 in advanced fees and wanted Respondent to  
3 pursue his asylum case.

4           29. In 2009, Kamau decided to voluntarily return to Kenya and to no longer seek  
5 asylum.

6           30. During 2009, Kamau's son, David Njenga (Njenga), at Kamau's request, contacted  
7 Respondent's office requesting that he refund the unearned fees to Kamau so that he could use it  
8 to purchase an airline ticket to return to Kenya.

9           31. Respondent did not promptly return unearned fees to Kamau as requested because  
10 the call was not from Kamau.

11           32. On December 16, 2009, Kamau filed a grievance against Jones for not returning  
12 the unearned fees. The grievance was promptly sent to Respondent.

13           33. At the time Kamau returned to Kenya in late February or early March 2010,  
14 Respondent had not yet returned any unearned fees.

15           34. On or about August 24, 2010, Respondent contacted MoneyGrain International  
16 (MoneyGrain), the company that issued the money orders being held on behalf of Kamau.  
17 MoneyGrain agreed to waive some service fees and returned funds to Respondent. On or about  
18 September 24, 2010, Respondent transferred \$1,700 in unearned advance fees to Njenga, on  
19 behalf of Kamau who was in Kenya.

20           35. Respondent did not typically keep track of time spent on Kamau's case. Based on  
21 estimates, Respondent charged \$600 to Kamau for legal services. At the time of these charges,  
22 Respondent knew that these charges were unsubstantiated.

23           36. The parties agree that based on Respondent's billing records, Kamau was  
24

1 overcharged by at least \$390.

2 37. Respondent never provided Kamau with any billing statements for services  
3 Respondent charged to Kamau.

4 38. Respondent knowingly never provided Kamau with any accounting for the advance  
5 fees paid held by Respondent.

6 **Other Trust Account Matters**

7 39. Prior to December 2010, Respondent typically charged clients on an hourly fee  
8 basis.

9 40. During the period from 2006 through December 2010, Respondent typically required  
10 clients to pay advance fees. Respondent typically deposited advance fees into his trust account.

11 41. Respondent routinely did not keep track of the time he spent on client matters.  
12 Respondent probably lost income by failing to keep accurate time records.

13 42. Respondent's spouse, Muna Milna (Milna), maintained Respondent's trust account.  
14 Although Milna had a background in bookkeeping, she had no experience in maintaining a  
15 lawyer's trust account. Respondent failed to adequately train Milna for keeping his trust  
16 account.

17 43. Respondent's trust account records reflect he did not comply with the trust account  
18 requirements in RPC 1.15A and RPC 1.15B by: (1) failing to maintain an accurate checkbook  
19 register that identified client matters for each deposit, (2) failing to record the check number for  
20 each disbursement from the trust account, (3) failing to maintain a checkbook register that  
21 shows a running balance, and (4) failing to reconcile the trust account records.

22 44. Respondent rarely sent periodic billing statements to clients, notwithstanding that his  
23 standard fee agreement provided periodic billing statements would be sent to clients.

1 45. Respondent often distributed client funds to himself from his trust account based on  
2 his unsubstantiated belief that he had earned the funds or that the funds would be earned in the  
3 near future.

4 46. Respondent occasionally transferred funds from his trust account when he  
5 personally needed money, notwithstanding that he did not have sufficient documentation  
6 demonstrating that he had earned the funds he distributed from his trust account. Of the total  
7 amount of funds distributed from the trust account, Respondent assigned amounts to various  
8 clients believing that he had probably earned the funds or would earn the funds in the near  
9 future.

10 47. Respondent's trust account records revealed forty-six instances in which  
11 Respondent's client ledgers reflected that clients had negative balances in Respondent's trust  
12 account. Respondent's records for each of these instances reflected that Respondent was using  
13 funds belonging to other clients.

14 48. The Association reviewed Respondent's trust account records from January 1, 2006  
15 through July 19, 2011. Respondent's trust account records reflect that as of July 11, 2011, there  
16 were six client ledgers with negative balances totaling \$4,170, including the "Unknown  
17 Disbursements" ledger.

18 49. As of July 19, 2011, Respondent's trust account records reflect that there were  
19 fifteen ledgers reflecting positive balances totaling \$4,591.65, notwithstanding that there was  
20 only \$421.65 in Respondent's bank account at the time.

21 50. Respondent's trust account records reflect that between October 1, 2008 and July 19,  
22 2011, the funds in Respondent's trust account were insufficient to cover the amounts  
23 Respondent should have been holding on behalf of 14 clients for 72% of the time.

1 51. Respondent's trust account records reflect that Respondent occasionally deposited  
2 his own money into the trust account to remedy deficiencies in his trust account.

3 52. Respondent's trust account records reflected that on May 28, 2009, Respondent  
4 issued a check from his trust account in the amount of \$1,646.42 to "VPA" to pay for repairs to  
5 Respondent's automobile. Respondent has no recollection as to why he was using his trust  
6 account to pay personal debts.

7 **BN Matter**

8 53. On April 25, 2011, BN hired Respondent to defend her in a lawsuit filed by a *pro se*  
9 plaintiff on January 21, 2011.

10 54. In the lawsuit, the plaintiff alleged that BN stole \$6,300 in cash from the box under  
11 his bed and from his wallet.

12 55. At the time, BN was providing cleaning services to the plaintiff, an elderly disabled  
13 man. Department of Social and Health Services (DSHS) paid BN.

14 56. On April 26, 2011, Respondent sent a letter to the plaintiff contending that the  
15 amount of cash that he claims was stolen would negatively impact his eligibility to receive  
16 benefits from DSHS if reported to DSHS. Respondent's letter included the following:

17 According to your complaint our client stole \$6,000 dollars from your safe and \$300  
18 dollars from your wallet. It is our belief that DSHS would like to be aware of this  
19 additional cash you had in your possession, for accumulation of such a sum of money  
20 would negatively impact your benefit allotment, actually making you ineligible.  
21 However, before we start contacting agencies and filing counterclaims we would like to  
22 see if you would consider dropping your allegations against our client.

23 57. Respondent's statements about reporting the plaintiff to DSHS caused the plaintiff to  
24 agree to dismiss his lawsuit against BN. On June 10, 2011, Respondent obtained an agreed  
order of dismissal of plaintiff's lawsuit.



1 **III. STIPULATION TO MISCONDUCT**

2 58. By failing to deposit funds paid by Kamau into a trust account and by failing to  
3 provide an annual accounting to Kamau, Respondent violated RPC 1.15A(c) and RPC 1.15A(e).

4 59. By failing to promptly return unearned fees to Kamau, Respondent violated RPC  
5 1.15A(f), and RPC 1.16(d).

6 60. By failing to provide billing statements to Kamau before disbursing fees to  
7 himself, Respondent violated RPC 1.15A(e) and RPC 1.15A(h)(3).

8 61. By charging Kamau at least \$390 in unreasonable fees, Respondent violated RPC  
9 1.5(a).

10 62. By failing to properly maintain trust account records for Respondent's trust  
11 account for at least five years, including failing to maintain an accurate checkbook register  
12 showing a running balance and failing to reconcile trust account records, Respondent violated  
13 1.15B(a)(1) and RPC 1.15A(h)(6).

14 63. By using and/or withdrawing client funds from the trust account before the funds  
15 were fully earned, and by withdrawing funds on behalf of a client who did not have funds or  
16 sufficient funds in the trust account, Respondent violated RPC 1.15A(b), RPC 1.15A(c)(1), and  
17 RPC 1.15A(h)(8).

18 64. By withdrawing funds from his trust account without notifying clients, Respondent  
19 violated RPC 1.15A(e).

20 65. By depositing Respondent's own funds into his trust account, Respondent violated  
21 RPC 1.15A(h)(1).

22 66. By sending a letter to the plaintiff in the BN matter threatening to report him to  
23 DSHS unless he dismissed the lawsuit, Respondent violated RPC 4.4(a) (using a means that has  
24

1 no substantial purpose other than burdening a third party).

2 **IV. PRIOR DISCIPLINE**

3 67. Respondent has no prior discipline.

4 **V. APPLICATION OF ABA STANDARDS**

5 68. The following American Bar Association Standards for Imposing Lawyer Sanctions  
6 (1991 ed. & Feb. 1992 Supp.) (ABA Standards) apply to this case.

7 69. ABA Standard 4.1 applies to the failure to preserve the client's property, including  
8 Respondent's violations of RPC 1.15A(b) and RPC 1.15A(c):

9 **4.1 Failure to Preserve the Client's Property**

10 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client  
11 property and causes injury or potential injury to a client.

12 **4.12 Suspension is generally appropriate when a lawyer knows or should know  
13 that he is dealing improperly with client property and causes injury or potential  
14 injury to a client.**

14 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with  
15 client property and causes injury or potential injury to a client.

15 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with  
16 client property and causes little or no actual or potential injury to a client.

16 70. Kamau. Respondent knew or should have known that he was not properly dealing  
17 with Kamau's advance fees resulting in actual and potential injury to Kamau. Suspension is the  
18 presumptive sanction under ABA Standard 4.12.

19 71. Handling advance hourly fees of other clients. Respondent knew or should have  
20 known that he was not properly dealing with other clients' advance fees when he withdrew  
21 funds without first ascertaining whether that client had sufficient funds and whether he had yet  
22 earned the funds. Suspension is the presumptive sanction under ABA Standard 4.12.

23 72. ABA Standard 7.0 applies to Respondent's violations of duties owed to the  
24

1 profession.

2 73. In the Kamau matter, ABA Standard 7.0 applies to Respondent's violations of RPC  
3 1.15A(e) (accounting), RPC 1.15A(f) (returning unearned fees), RPC 1.15A(h)(3) (reasonable  
4 notice of withdrawing fees), RPC 1.16(d) (prompt return of unearned fees), and RPC 1.5(a)  
5 (unreasonable fees).

6 74. ABA Standard 7.0 applies to (1) Respondent's violations of RPC 1.15B(a)(1) and  
7 1.15A(h) for failing to maintain accurate trust account records; (2) Respondent's violations of  
8 RPC 1.15A(e) for withdrawing funds from trust without notification to clients; (3) Respondent's  
9 violation of 1.15A(h)(1) by commingling personal funds with client funds; and (4)  
10 Respondent's violation of RPC 4.4(a) for sending a threatening letter to the plaintiff on behalf  
11 of his client BN matter.

12 75. ABA Standard 7.0 provides as follows:

13 **7.0 Violations of Duties Owed as a Professional**

14 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in  
15 conduct that is a violation of a duty owed as a professional with the intent to obtain a  
16 benefit for the lawyer or another, and causes serious or potentially serious injury to a  
17 client, the public, or the legal system.

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

21 **7.3 Reprimand is generally appropriate when a lawyer negligently engages in  
22 conduct that is a violation of a duty owed as a professional and causes injury or  
23 potential injury to a client, the public, or the legal system.**

24 7.4 Admonition is generally appropriate when a lawyer engages in an isolated  
instance of negligence that is a violation of a duty owed as a professional, and causes  
little or no actual or potential injury to a client, the public, or the legal system.

76. Kamau matter. Respondent knowingly violated RPC 1.16(d) and RPC 1.5(a)  
resulting in actual and potential harm. Suspension is the presumptive sanction under ABA

1 Standard 7.2. Respondent negligently failed to comply with RPC 1.15A(e), (f), and (h)  
2 resulting in potential harm. Reprimand is the presumptive sanction for these violations under  
3 ABA Standard 7.3.

4 77. Other Trust Account Violations. Respondent negligently failed to comply with trust  
5 account rules RPC 1.15A(e) and (h) resulting in potential harm to clients. Reprimand is the  
6 presumptive sanction for these violations under ABA Standard 7.3.

7 78. BN matter. Respondent knowingly engaged in conduct that violated RPC 4.4(a)  
8 when he sent the threatening letter to the plaintiff resulting in actual injury. Suspension is the  
9 presumptive sanction under ABA Standard 7.2.

10 79. The Supreme Court has found that, where there are multiple ethical violations, the  
11 “ultimate sanction imposed should at least be consistent with the sanction for the most serious  
12 instance of misconduct among a number of violations.” In re Disciplinary Proceeding Against  
13 Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993) (quoting ABA Standards at 6).

14 80. Suspension is the most serious sanction for Respondent’s misconduct. Accordingly,  
15 suspension is the presumptive sanction.

16 81. The following aggravating factor applies under ABA Standards Section 9.22:

17 (d) Multiple offenses [As described above, Respondent engaged in multiple  
18 offenses and violated a number of RPCs during the period at issue].

19 82. The following mitigating factors apply under ABA Standards Section 9.32:

20 (a) Absence of prior disciplinary record; and

21 (b) Personal or emotional problems [throughout the period at issue, Respondent  
22 was experiencing personal and emotional problems].

23 83. On balance the aggravating and mitigating factors do not require a departure from  
24 the presumptive sanction of suspension.

1 **VI. STIPULATED DISCIPLINE**

2 84. The parties stipulate that Respondent will receive a nine (9) month suspension.

3 85. Respondent will be subject to probation for a period of two years following  
4 Respondent's reinstatement to the practice of law, with periodic reviews under ELC 13.8 of his  
5 trust account practices, and shall comply with the specific probation terms set forth below:

- 6 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC  
7 1.15B, and shall carefully review the Association's publication, Managing Client  
Trust Accounts: Rules, Regulations, and Common Sense.
- 8 b) For all client matters, Respondent shall have a written fee agreement signed by the  
9 client, which agreements are to be maintained for at least seven years (see RPC  
1.15B(a)(3)).
- 10 c) Maintaining Billing Data. Respondent will implement a billing system that tracks  
11 and maintains contemporaneous billing data for all clients who Respondent is  
12 billing on an hourly basis. Respondent's billing system will track, input, and  
13 maintain all billing data on a daily basis.
- 14 d) On a quarterly basis, Respondent shall provide the Association's audit staff with all  
15 trust-account records for the time period to be reviewed by the Association's audit  
16 staff and disciplinary counsel for compliance with the RPC:
- 17 i) Months 1 – 3. By no later than the 30<sup>th</sup> day of the fourth month after  
18 Respondent's reinstatement, Respondent shall provide the trust account  
19 records from the date of his/her reinstatement to the end of the third full  
20 month.
  - 21 ii) Months 4 – 6. By no later than the 30<sup>th</sup> day of the seventh month after  
22 Respondent's reinstatement, Respondent shall provide the trust account  
23 records from the end of the previously provided quarter through the end of  
24 month six.
  - iii) Months 7 – 9. By no later than the 30<sup>th</sup> day of the tenth month after  
Respondent's reinstatement, Respondent shall provide the trust account  
records from the end of the previously provided quarter through the end of  
month nine.
  - iv) Months 10 – 12. By no later than the 30<sup>th</sup> day of the thirteenth month after  
Respondent's reinstatement, Respondent shall provide the trust account  
records from the end of the previously provided quarter through the end of  
month twelve.

- 1 v) Months 13– 15. By no later than the 30<sup>th</sup> day of the sixteenth month after  
2 Respondent's reinstatement, Respondent shall provide the trust account  
3 records from the end of the previously provided quarter through the end of  
4 month fifteen.
- 5 vi) Months 16 – 18. By no later than the 30<sup>th</sup> day of the nineteenth month after  
6 Respondent's reinstatement, Respondent shall provide the trust account  
7 records from the end of the previously provided quarter through the end of  
8 month eighteen.
- 9 vii) Months 19 – 21. By no later than the 30<sup>th</sup> day of the twenty-second month  
10 after Respondent's reinstatement, Respondent shall provide the trust  
11 account records from the end of the previously provided quarter through  
12 the end of month twenty-one.

13 The trust account records Respondent provides to the Association for each quarterly  
14 review of his trust account will include: (a) a complete checkbook register for his  
15 trust account covering the period being reviewed, (b) complete individual client  
16 ledger records for any client with funds in Respondent's trust account during all or  
17 part of the period being reviewed, as well as for Respondent's own funds in the  
18 account (if any), (c) copies of all trust-account bank statements, deposit slips, and  
19 cancelled checks covering the period being reviewed, (d) copies of all trust account  
20 client ledger reconciliations for the period being reviewed, and (e) copies of  
21 reconciliations of Respondent's trust account check register covering the period  
22 being reviewed. The Association's Audit Manager or designee will review  
23 Respondent's trust account records for each period.

- 24 e) On the same quarterly time schedule set forth in the preceding paragraph,  
Respondent will provide the Association's Audit Manager or designee with copies  
of any and all fee agreements entered into within the time period at issue.
- f) The Association's Audit Manager or designee may request additional financial or  
client records if needed to verify Respondent's compliance with RPC 1.15A and/or  
1.15B. Within twenty days of a request from the Association's Audit Manager or  
designee for additional records needed to verify Respondent's compliance with RPC  
1.15A and/or RPC 1.15B, Respondent will provide the Association's Audit  
Manager or designee the additional records requested.
- g) Respondent will reimburse the Washington State Bar Association for time spent by  
the Association's Audit Manager or designee in reviewing and reporting on  
Respondent's records to determine his/her compliance with RPC 1.15A and RPC  
1.15B, at the rate of \$85 per hour. Respondent will make payment within thirty  
days of each written invoice setting forth the auditor's time and payment due.

86. Respondent shall reconstruct his trust account and account for client funds as

follows:

1 a) Reconstruction. Respondent shall reconstruct<sup>1</sup> his trust account records for the time  
2 period covering January 1, 2012 to the reinstatement date in compliance with the  
3 requirements of RPC 1.15A and RPC 1.15B, using all available client records and  
4 financial records to assist in the identification of funds received and disbursed.  
Respondent shall do so at his own expense. Respondent will provide the complete  
reconstructed trust-account records, which are identified below, to disciplinary  
counsel within 60 days of reinstatement.

5 b) Accounting for Clients Who Are Owed Funds. If Respondent's trust-account  
6 records indicate that any client is owed funds, then Respondent shall provide each  
7 client, in writing, with a complete updated accounting of his receipt and  
8 disbursement of all funds. The accounting shall identify the source, date, and  
amount of all funds received, and the recipient, purpose, date, and amount of all  
funds disbursed. Respondent shall provide the Association with proof that he has  
done so, and with copies of the accountings.

### 9 VII. RESTITUTION

10 87. Respondent agrees to pay \$390 to Kamau prior to the date that this Stipulation is  
11 considered by the Disciplinary Board.

### 12 VIII. COSTS AND EXPENSES

13 88. In light of Respondent's willingness to resolve this matter by stipulation at an early  
14 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of  
15 \$2,211.47 in accordance with ELC 13.9(i). The Association will seek a money judgment under  
16 ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.  
17 Reinstatement from suspension or disbarment is conditioned on payment of costs.

### 18 IX. VOLUNTARY AGREEMENT

19 89. Respondent states that prior to entering into this Stipulation he had an opportunity to  
20 consult independent legal counsel regarding this Stipulation, that Respondent is entering into  
21

22 \_\_\_\_\_  
23 <sup>1</sup> "Reconstruction" involves the preparation, for all funds put into and removed from the trust account,  
24 of complete and accurate client ledgers, check register, reconciliations between the check register  
balances and the balances of the bank statements, and reconciliations between the check register  
balances and the combined total of all the client ledger balances.

1 this Stipulation voluntarily, and that no promises or threats have been made by the Association,  
2 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except  
3 as provided herein.

#### 4 X. LIMITATIONS

5 90. 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 the Association. Both the  
8 Respondent lawyer and the Association acknowledge that the result after further proceedings in  
9 this matter might differ from the result agreed to herein.

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

13 92. 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 93. 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  
24

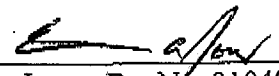


1 Stipulation by the Board, unless disclosure is restricted by order or rule of law.

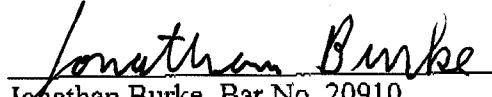
2 94. If this Stipulation is approved by the Disciplinary Board and the Supreme Court, it  
3 will be followed by the disciplinary action agreed to in this Stipulation. All notices required in  
4 the Rules for Enforcement of Lawyer Conduct will be made.

5 95. If this Stipulation is not approved by the Disciplinary Board and the Supreme Court,  
6 this 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 Eric A. Jones, Bar No. 31048  
14 Respondent

Dated: 1-28-13

15   
16 \_\_\_\_\_  
17 Jonathan Burke, Bar No. 20910  
18 Disciplinary Counsel

Dated: 1/30/13

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