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FILED
MAR 25 2015
DISCIPLINARY
BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

MATTHEW RYAN KING,

Lawyer (Bar No. 31822).

Proceeding No. 14#00014

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 Jonathan Burke, Respondent's Counsel Brett Purtzer and respondent lawyer Matthew Ryan King (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 Stipulation to Discipline

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

2 Respondent wishes to stipulate to disbarment without affirmatively admitting the facts
3 and misconduct in ¶¶ 21-23, ¶ 46, ¶ 55, rather than proceed to a public hearing. Respondent
4 agrees that if this matter were to proceed to a public hearing, there is a substantial likelihood
5 that ODC would be able to prove, by a clear preponderance of the evidence, the facts and
6 misconduct in ¶¶ 21-23, ¶46, ¶55, and that the facts and misconduct will be deemed proved in
7 any subsequent disciplinary 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 27, 2001.

11 II. STIPULATED FACTS

12 A. Hanson Matter

13 1. In or about May 2011, Rebecca Hanson (Hanson) filed a petition for dissolution
14 *pro se*. Hanson had no children, and the only issues involved property distribution, which were
15 resolved by the parties *pro se* through mediation on August 12, 2011.

16 2. Under the terms of the mediation agreement, Hanson was responsible for, among
17 other things, hiring counsel to formalize the transfer of two parcels of real property to her,
18 hereafter referred to as the Kirkland Property and the Federal Way Property.

19 3. On or about September 11, 2011, Hanson hired Respondent to “finalize divorce
20 and draft quit claim deeds for residence and rental property.”

21 4. Respondent drafted the quit claim deeds. At the time, Respondent did not realize
22 that he also needed the Hansons to execute real estate excise tax affidavits to effectuate the
23 transfer of the real property.

1 5. On or about October 24, 2011, Hanson's estranged husband executed quit claim
2 deeds to transfer the Kirkland Property and the Federal Way Property to Hanson.

3 6. On or about November 1, 2011, Respondent sent an email to Hanson confirming
4 that he received the signed quit claim deeds from Hanson's estranged husband and that he "will
5 be recording the quit claim deeds this week."

6 7. Respondent negligently failed to promptly record the quit claim deeds.

7 8. Respondent prepared a decree of dissolution (Decree), findings of fact and
8 conclusions of law (FOF/COL), and a declaration in lieu of formal proof and filed these
9 pleadings by email. Respondent provided Hanson with the proposed Decree and FOF/COL.

10 9. On or about November 2, 2011, Respondent received copies of the Decree and
11 FOF/COL entered by the court,

12 10. On or about November 3, 2011, Respondent sent an email to Hanson informing her
13 that the court had entered the Decree and FOF/COL and that he would forward copies of them
14 to her on November 8, 2011.

15 11. Respondent negligently failed to send Hanson copies of the Decree and FOF/COL.

16 12. On or about January 31, 2012, Hanson sent a letter to Respondent asking him for a
17 copy of the Decree and FOF/COL, and to confirm that the quit claim deeds had been recorded.

18 13. In response, Respondent sent an email to Hanson in February 2012 stating: "I am
19 looking into this, and will advise you shortly" but negligently failed to follow through with
20 Hanson's request and did not record the quit claim deeds.

21 14. On March 22, 2012, Hanson sent an email to Respondent requesting copies of the
22 Decree and FOF/COL, and confirmation that he had recorded the quit claim deeds. Her email
23 stated that she needed copies of the final dissolution documents to refinance her mortgage and

1 to provide to her tax preparer.

2 15. On March 29, 2012, Respondent sent Hanson an email stating "I am looking into
3 this, and will advise you shortly" but he negligently failed to follow up on Hanson's request.

4 16. On January 16, 2013, Hanson filed a grievance with ODC alleging lack of
5 diligence and communication for failing to provide her with copies of the Decree and FOF/COL
6 and for failing to record the quit claim deeds.

7 17. In or about February 2013, ODC obtained copies of the Decree and FOF/COL
8 from Respondent and emailed them to Hanson, who still had not received them.

9 18. On May 9, 2013, Respondent recorded the quit claim deeds along with real estate
10 excise tax affidavits. He did not charge Hanson for the additional time for this service.

11 **B. Facts Regarding the October 29, 2014 Email**

12 19. On or about February 17, 2013, Respondent filed a response to Hanson's
13 grievance.

14 20. Respondent's February 17, 2013 response falsely stated that he sent an email to
15 Hanson on October 29, 2012 asking her and her ex-husband to complete the attached tax
16 affidavits, but that Hanson never responded to the email.

17 21. Respondent knowingly provided ODC with a copy of a purported October 29,
18 2012 email (hereafter referred to as the Email).

19 22. Respondent did not prepare or send the Email on October 29, 2012 as alleged in
20 his response.

21 23. The Email was fabricated on Respondent's computer on or about February 17,
22 2013 using Microsoft Word.

1 C. Nguyen Grievance

2 24. On or about October 29, 2012, Hannah Nguyen (Nguyen) hired Respondent to
3 represent her in a pending lawsuit filed on her behalf by her prior lawyer in King County
4 District Court against a number of defendants claiming breach of contract, interference with
5 contract, and defamation.

6 25. Nguyen's breach of contract claim related to a dispute over approximately \$300 in
7 unpaid fees for translation services she provided during meetings. In connection with her \$300
8 claim, Nguyen received a check in the amount of \$1,062.50 that she refused to cash because she
9 claimed to be owed \$1,362.50.

10 26. Nguyen also claimed that the defendants made defamatory statements against her
11 that were contained in meeting minutes.

12 27. On November 13, 2012, lawyer Peter Smith (Smith), who represented two of the
13 defendants in Nguyen's lawsuit, sent an email to Respondent informing him that his client was
14 cancelling the outstanding check issued to Nguyen for \$1,062.50, and was going to issue a new
15 check for \$862.50 and send it to Respondent.

16 28. On or about December 8, 2012, Smith's client sent an email to Respondent
17 informing him that the check for \$862.50 had been mailed to him that day.

18 29. The check from Smith's client was issued to Nguyen.

19 30. On or about December 17, 2012, Respondent deposited the \$862.50 check into his
20 trust account.

21 31. On or about December 31, 2012, Respondent applied the entire \$862.50 to his
22 outstanding fees.

23 32. Respondent negligently failed to inform Nguyen about the \$862.50 check and the

1 | communications regarding the check.

2 | 33. Respondent agreed to charge Nguyen at the hourly rate of \$187 for representing
3 | her.

4 | 34. Nguyen told Respondent that she did not want to spend a significant amount of
5 | fees on the matter and Respondent told her that he would "endeavor to keep fees low."

6 | 35. During the period that he represented her, Respondent charged unreasonable fees
7 | to Nguyen. Respondent charged for time that exceeded the amount of time that a reasonable
8 | lawyer would have charged for the tasks. Respondent also charged for time that provided no
9 | discernable benefit to Nguyen due to Respondent's errors.

10 | 36. Nguyen did not pay all of the fees billed by Respondent.

11 | 37. On or about May 22, 2013, Nguyen terminated Respondent and hired lawyer Joel
12 | Murray (Murray) to represent her.

13 | **Regarding Requests for Admission**

14 | 38. On or about December 31, 2012, Respondent's office received Requests for
15 | Admission propounded by Garvey, Schubert, Barer (Garvey Schubert), the attorneys for certain
16 | defendants in Nguyen's pending lawsuit.

17 | 39. Respondent negligently failed to timely inform Nguyen about the Requests for
18 | Admission until he met with her on February 26, 2013, after the 30-day response deadline
19 | expired.

20 | 40. During the February 26, 2013 meeting, Respondent and Nguyen went through the
21 | Requests for Admission and Nguyen hand wrote her responses to each request.

22 | 41. Respondent negligently failed to send the responses to the Requests for Admission
23 | to Garvey Schubert.

1 42. Respondent failed to provide Nguyen with a copy of the Requests for Admission
2 and failed to keep a copy of the Requests for Admission in the client file.

3 43. When Respondent provided Nguyen's client file to Murray, the Requests for
4 Admission were not in the client file.

5 44. Nguyen ultimately abandoned her claim.

6 III. STIPULATION TO MISCONDUCT

7 45. By failing to diligently represent and communicate with Hanson, Respondent
8 violated RPC 1.3 and RPC 1.4.

9 46. By providing false information to ODC regarding the October 29, 2012 email and
10 by presenting ODC with the fabricated October 29, 2012 email, Respondent violated RPC
11 8.3(a) and (b), and RPC 8.4(c).

12 47. By failing to diligently complete and return the Requests of Admission, and
13 failing to timely communicate with Nguyen regarding the \$862.50 and the Requests for
14 Admission, Respondent violated RPC 1.3 and RPC 1.4.

15 48. By charging unreasonable fees to Nguyen, Respondent violated RPC 1.5(a).

16 IV. PRIOR DISCIPLINE

17 49. Respondent has no prior discipline.

18 V. APPLICATION OF ABA STANDARDS

19 50. The following American Bar Association Standards for Imposing Lawyer Sanctions
20 (1991 ed. & Feb. 1992 Supp.) apply to this case.

21 Lack of Diligence and Communication

22 51. ABA Standard 4.4 applies to Respondent's violations of RPC 1.3 and RPC 1.4 and
23 provides as follows:

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1 **4.4 Lack of Diligence**

2 4.41 Disbarment is generally appropriate when:

3 (a) a lawyer abandons the practice and causes serious or potentially serious injury to
4 a client; or

4 (b) a lawyer knowingly fails to perform services for a client and causes serious or
5 potentially serious injury to a client; or

5 (c) a lawyer engages in a pattern of neglect with respect to client matters and causes
6 serious or potentially serious injury to a client.

6 4.42 Suspension is generally appropriate when:

7 (a) a lawyer knowingly fails to perform services for a client and causes injury or
8 potential injury to a client, or

8 (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a
9 client.

9 **4.43 Reprimand is generally appropriate when a lawyer is negligent and does
10 not act with reasonable diligence in representing a client, and causes injury or
11 potential injury to a client.**

11 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act
12 with reasonable diligence in representing a client, and causes little or no actual or
13 potential injury to a client.

13 52. Hanson. Respondent negligently failed to act with reasonable diligence in
14 representing and communicating with Hanson resulting in unnecessary delay and harm to
15 Hanson. Reprimand is the presumptive sanction under ABA Standard 4.43.

16 53. Nguyen. Respondent negligently failed to act with reasonable diligence in
17 communicating with Nugyen and responding the Requests for Admission resulting in potential
18 harm. Reprimand is the presumptive sanction under ABA Standard 4.43.

19 **Fabricated Email**

20 54. ABA Standard 7.0 applies to Respondent's having provided ODC with the
21 fabricated Email. It provides as follows:

22 **7.0 Violations of Duties Owed as a Professional**

23 **7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
24 conduct that is a violation of a duty owed as a professional with the intent to obtain**

1 a benefit for the lawyer or another, and causes serious or potentially serious injury
2 to a client, the public, or the legal system.

3 7.2 Suspension is generally appropriate when a lawyer knowingly engages in
4 conduct that is a violation of a duty owed as a professional and causes injury or potential
5 injury to a client, the public, or the legal system.

6 7.3 Reprimand is generally appropriate when a lawyer negligently engages in
7 conduct that is a violation of a duty owed as a professional and causes injury or potential
8 injury to a client, the public, or the legal system.

9 7.4 Admonition is generally appropriate when a lawyer engages in an isolated
10 instance of negligence that is a violation of a duty owed as a professional, and causes
11 little or no actual or potential injury to a client, the public, or the legal system.

12 55. Respondent knowingly provided ODC with a fabricated Email and false statements
13 regarding the Email intending to minimize and conceal his misconduct. Respondent's
14 misconduct caused potentially serious injury to the lawyer discipline system.

15 56. Disbarment is the presumptive sanction under ABA Standard 7.1. In re Disciplinary
16 Proceeding Against Whitt, 149 Wn.2d 707, 72 P.3d 173 (2003) (lawyer disbarred for fabricating
17 evidence).

18 Unreasonable Fees

19 57. ABA Standard 7.0 applies to violations of RPC 1.5(a)(unreasonable fees).

20 58. Respondent negligently charged Nguyen unreasonable fees resulting in actual or
21 potential harm.

22 59. Reprimand is the presumptive sanction for charging unreasonable fees under ABA
23 Standard 7.3.

24 60. The Supreme Court has found that, where there are multiple ethical violations, the
"ultimate sanction imposed should at least be consistent with the sanction for the most serious
instance of misconduct among a number of violations." In re Disciplinary Proceeding Against

Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993) (quoting ABA Standards at 6).

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1 61. Disbarment is the most serious sanction for Respondent's misconduct. Accordingly,
2 disbarment is the presumptive sanction.

3 62. The following aggravating factors apply under ABA Standard 9.22:

4 (b) Dishonest and selfish motive [Respondent's fabrication of the Email was motivated
5 by selfish reasons];

6 (d) Multiple offenses [Respondent engaged in multiple RPC violations]; and

7 (i) Substantial experience in the practice of law [Respondent has been practicing law
8 since 2001];

9 63. The following mitigating factor applies under ABA Standard 9.32:

10 (a) Absence of a prior disciplinary record.

11 64. The factors set forth above do not warrant any departure from the presumptive
12 sanction of disbarment.

13 VI. STIPULATED DISCIPLINE

14 65. The parties stipulate that Respondent shall be disbarred for his conduct.

15 66. ODC has agreed to request that the Supreme Court make Respondent's discipline
16 effective after May 1, 2015.

17 VII. RESTITUTION

18 67. No restitution is required.¹

19 VIII. COSTS AND EXPENSES

20 68. Respondent shall pay \$750 in attorney fees and \$4,789.93 in administrative costs for
21 a total of \$5,399.30 in accordance with ELC 13.9(i). The Association will seek a money

22 ¹ Although Respondent charged Nguyen unreasonable fees, the parties agree that no restitution is
23 required because Nguyen did not pay all of the fees charged by Respondent, and the specific amount of
overcharges cannot be ascertained.

1 judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this
2 stipulation.

3 IX. VOLUNTARY AGREEMENT

4 69. Respondent states that prior to entering into this Stipulation he has consulted
5 independent legal counsel regarding this Stipulation, that Respondent is entering into this
6 Stipulation voluntarily, and that no promises or threats have been made by ODC, the
7 Association, nor by any representative thereof, to induce the Respondent to enter into this
8 Stipulation except as provided herein.

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

11 X. LIMITATIONS

12 71. This Stipulation is a compromise agreement intended to resolve this matter in
13 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
14 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
15 and ODC acknowledge that the result after further proceedings in this matter might differ from
16 the result agreed to herein.

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

20 73. This Stipulation results from the consideration of various factors by both parties,
21 including the benefits to both by promptly resolving this matter without the time and expense of
22 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
23 such, approval of this Stipulation will not constitute precedent in determining the appropriate

1 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
2 subsequent proceedings against Respondent to the same extent as any other approved
3 Stipulation.

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

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

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

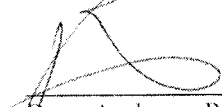
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WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to Discipline as set forth above.



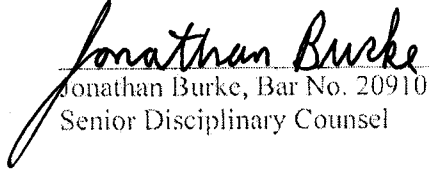
Matthew Ryan King, Bar No. 31822
Respondent

Dated: Nov. 21, 2014



Brett Andrews Purtzer, Bar No. 17283
Counsel for Respondent

Dated: Nov. 21, 2014



Jonathan Burke, Bar No. 20910
Senior Disciplinary Counsel

Dated: Nov. 25, 2014