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AUG 05 2013
DISCIPLINARY BOARD

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
BELINDA ARMIJO,
Lawyer (Bar No. 32362).

Proceeding No. 11#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 Washington State Bar Association (Association), through disciplinary counsel Erica Temple, Respondent lawyer Belinda Armijo, and Respondent's counsel Stephen Christopher Smith.

Respondent understands that she is entitled under the ELC to a hearing, to present exhibits and witnesses on her behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that she 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 her. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct and sanction to avoid the risk, time, and expense attendant to further proceedings.

DS

1 **I. ADMISSION TO PRACTICE**

2 1. Respondent was admitted to practice law in the State of Washington on June 20,
3 2002.

4 **II. STIPULATED FACTS**

5 The Crump grievance

6 2. In or about September 2009, Maria De La Rosa Crump (Ms. Crump) hired
7 Respondent to represent her with a custody plan and divorce case, a protection order matter, and
8 a Yelm Municipal Court criminal case.

9 3. Respondent and Ms. Crump signed a fee agreement on September 24, 2009.

10 4. According to the fee agreement, the total fee for all representation up to, but not
11 including, a trial in Ms. Crump's dissolution case in Thurston County Superior Court No. 09-3-
12 00985-7 was \$3,000.

13 5. Between September 2009 and December 2009, Respondent received \$3,000 from
14 Ms. Crump.

15 6. Respondent deposited these funds into her IOLTA account.

16 7. Respondent failed to maintain IOLTA account records relating to these funds.

17 8. During the course of her representation, Respondent sent Ms. Crump one billing
18 statement, dated June 23, 2010, which listed work performed from January 21, 2010 to June 23,
19 2010.

20 9. Respondent's June 23, 2010 billing statement attempted to collect an additional
21 \$2,497.50 from Ms. Crump for work performed prior to the trial date.

22 10. The billing statement included an extra \$500 charge for a court hearing to be held
23 on July 23, 2010, prior to the trial date.

24 11. Respondent did not represent Ms. Crump in any trial in her dissolution case.

1 12. Ms. Crump requested an accounting of how the initial \$3,000 had been spent.

2 13. Respondent did not provide an accounting to Ms. Crump.

3 14. Respondent withdrew from Ms. Crump's family law case on July 7, 2010.

4 15. Ms. Crump filed a grievance with the Association on August 9, 2010.

5 16. Respondent provided a response to the grievance wherein she stated that the June
6 2010 billing for "\$2,500.00" was for "a trial retainer."

7 17. By letter dated November 1, 2010, disciplinary counsel requested that Respondent
8 provide Ms. Crump's client file and all billing and trust records by November 15, 2010.

9 18. Respondent provided the client file, but did not provide any trust account
10 statements, checks, or billing statements other than the June 2010 billing described above.

11 19. Respondent appeared at the offices of the Association for a deposition on July 14,
12 2011.

13 20. Respondent testified falsely that her law office keeps complete trust account
14 records as required by the RPC.

15 21. Respondent testified falsely that she had a record of "deposits into a trust account
16 from a client and then withdrawals out of the trust account, a running balance related to Ms.
17 Crump."

18 22. Respondent testified falsely that the "billing statement" sent to Ms. Crump in June
19 2010 was not a bill but rather a statement showing that Respondent owed Ms. Crump \$502.50.

20 23. Respondent appeared at the offices of the Association for a deposition on October
21 19, 2011.

22 24. Respondent testified falsely that she had refunded money to Ms. Crump "a week
23 ago."
24

1 25. Respondent had not refunded any fees to Ms. Crump.

2 The Olea grievance

3 26. In May 2009, Rene Olea hired Respondent to represent him in his immigration
4 matter. Respondent agreed to file a citizenship application (form N-400) for Mr. Olea.

5 27. Mr. Olea paid Respondent \$150 at their first meeting.

6 28. Respondent and Mr. Olea did not have a written fee agreement.

7 29. In June 2009, Mr. Olea paid Respondent an additional "flat fee" of \$1,000.

8 30. In June 2009, Mr. Olea also provided Respondent with money orders for \$595 and
9 \$80 for United States Customs and Immigration Service (USCIS) fees.

10 31. Throughout the time Respondent represented Mr. Olea, he called Respondent's
11 office repeatedly to check the status of his case.

12 32. Respondent returned few, if any, of Mr. Olea's telephone calls.

13 33. Respondent did not inform Mr. Olea about the status of his case.

14 34. On November 18, 2010, Respondent met with Mr. Olea and agreed to file a form I-
15 90 in order to renew his permanent resident card.

16 35. Respondent knew that Mr. Olea's permanent resident card was set to expire on
17 December 21, 2010.

18 36. Mr. Olea provided Respondent with another money order for \$370 to send to
19 USCIS with the form I-90 application.

20 37. Respondent told Mr. Olea that she had mailed his N-400 and I-90 in April 2010.

21 38. This statement was false.

22 39. Respondent never sent the N-400 form or the I-90 to USCIS.

23 40. On March 3, 2011, Respondent deposited the money orders for \$595 and \$80 into
24 her IOLTA account.

1 41. On March 31, 2011, Mr. Olea filed a grievance against Respondent.

2 42. The Association requested Respondent's response to the grievance on April 5,
3 2011. She did not respond.

4 43. On May 9, 2011, the Association sent Respondent another letter, via certified mail,
5 requesting her response within ten days.

6 44. On May 26, 2011, Respondent was served with a subpoena duces tecum to appear
7 at a deposition.

8 45. Respondent appeared at a deposition on October 19, 2011. On that date, she
9 testified that, two or three weeks before the deposition, she "had refunded all of [Mr. Olea's]
10 money."

11 46. This was a false statement, made under oath.

12 47. Respondent agreed to provide the Association with a copy of the check she had
13 sent to Mr. Olea within one week of the deposition.

14 48. Respondent has never provided the Association with copy of that check.

15 49. In November 2011, Respondent sent a check to Mr. Olea for \$1,585.

16 50. With Respondent's permission, the Association returned to Mr. Olea a money
17 order for \$370 that was found in his client file.

18 The Saldana-Castillo grievance

19 51. In November 2009, Noel Saldana-Castillo hired Respondent to represent him in his
20 immigration case.

21 52. In March 2010, Mr. Saldana-Castillo met with Respondent and informed her of his
22 new address.

23 53. Respondent had him fill out a form, and said that she would mail it to USCIS, and
24 also advised him that all correspondence would come to her.

1 54. Respondent did not file or submit the change of address form to USCIS.

2 55. Respondent never filed a Notice of Appearance in Mr. Saldana-Castillo's
3 immigration case.

4 56. In June 2010, USCIS mailed a hearing notice to Mr. Saldana-Castillo's former
5 address, advising that he had a master calendar hearing on February 15, 2011.

6 57. Mr. Saldana-Castillo did not receive notice of this hearing.

7 58. On February 15, 2011, Mr. Saldana-Castillo was not present at his master calendar
8 hearing, and he was ordered removed.

9 59. In March 2011, Mr. Saldana-Castillo learned from a new lawyer that he had a
10 removal order.

11 The Rosales grievance

12 60. In July 2010, Josefina Rosales was in a physical altercation with members of her
13 family.

14 61. On August 6, 2010, Ms. Rosales hired Respondent to represent her in obtaining
15 protection orders against her family members.

16 62. After that, Ms. Rosales contacted Respondent's office many times via email, text,
17 and telephone calls to find out about the status of her case. Respondent did not respond.

18 63. Respondent failed to file anything on behalf of Ms. Rosales.

19 64. On January 19, 2011, Ms. Rosales went to Respondent's office.

20 65. Respondent provided Ms. Rosales with three Petitions for Orders of Protection.
21 Respondent told Ms. Rosales to take the paperwork and go to court in Kent, WA.

22 66. On January 23, 2011, Ms. Rosales appeared, pro se, in King County Superior
23 Court. She provided the court with the three Petitions for Orders of Protection. The court
24 denied all of her requests, because, "single incident in July 2010, no contact since that time."

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2 **III. STIPULATION TO MISCONDUCT**

3 67. By sending a bill to Ms. Crump for fees beyond what had been originally agreed
4 to, Respondent violated RPC 1.5(a).

5 68. By failing to provide a written accounting after Ms. Crump had requested it,
6 Respondent violated RPC 1.15A(e).

7 69. By failing to maintain records relating to funds received from Ms. Crump,
8 Respondent violated RPC 1.15B(a).

9 70. By making false statements in her depositions, Respondent violated RPC 8.4(b)
10 (though a violation of RCW 9A.72.040, False Swearing), RPC 8.4(c) and RPC 8.1.

11 71. By failing to take action on Mr. Olea's immigration matter, Respondent violated
12 RPC 1.3.

13 72. By failing to respond to Mr. Olea's inquires about the status of his immigration
14 matter, Respondent violated RPC 1.4(a)(3) and RPC 1.4(a)(4).

15 73. By taking a fee of \$1,150 and money orders totaling \$1,045 from Mr. Olea, and
16 failing to perform the work she agreed to do, Respondent violated RPC 1.5(a).

17 74. By telling Mr. Olea, falsely, that she had filed his immigration paperwork in April
18 2010, Respondent violated RPC 8.4(c).

19 75. By failing to respond to numerous requests for documents, and failing to cooperate
20 with the Association's investigation, Respondent violated RPC 8.4(I).

21 76. By failing to file a Notice of Appearance, and the change of address form on behalf
22 of Mr. Saldana-Castillo, and otherwise pursue Mr. Saldana-Castillo's case, Respondent violated
23 RPC 1.3.
24

1 77. By failing to take action on Ms. Rosales's case for approximately five months,
2 Respondent violated RPC 1.3.

3 78. By failing to respond to Ms. Rosales's inquires about the status of her case,
4 Respondent violated RPC 1.4(a)(3) and RPC 1.4(a)(4).

5 IV. PRIOR DISCIPLINE

6 79. Respondent has no prior discipline.

7 V. APPLICATION OF ABA STANDARDS

8 80. The following American Bar Association Standards for Imposing Lawyer Sanctions
9 (1991 ed. & Feb. 1992 Supp.) apply to this case:

10 81. ABA Standard 4.1 is most applicable to the duty to preserve client property
11 (violations of RPC 1.15A and RPC 1.15B).

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

14 82. Respondent acted knowingly in failing to provide a written accounting to Ms. Crump
15 and failing to maintain Ms. Crump's funds in her IOLTA account.

16 83. There was at least potential injury to Ms. Crump, who was charged for legal fees she
17 did not owe.

18 84. The presumptive sanction is suspension.

19 85. ABA Standard 4.4 is most applicable to the duty to act with diligence and
20 communicate with the client (violations of RPC 1.3 and RPC 1.4).

21 4.41 Disbarment is generally appropriate when:

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

23 (b) a lawyer knowingly fails to perform services for a client and causes
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

1 causes serious or potentially serious injury to a client.

2 86. Respondent engaged in a pattern of neglect by failing to perform work for, or
3 communicate with, Mr. Olea, Ms. Rosales, and Mr. Saldana-Castillo.

4 87. There was serious injury to Mr. Olea. "Risk of deportation and loss of the right to
5 legally live and work in the United States--rises to the level of 'serious injury.'" In re
6 Disciplinary Proceeding Against Anschell, 141 Wn.2d 593, 611, 9 P.3d 193 (2000).

7 88. There was injury to Ms. Rosales because the court denied the petitions, in part
8 because of the delay in filing.

9 89. There was serious injury to Mr. Saldana-Castillo, who missed his immigration court
10 date, was found to be removable, and had to hire a new lawyer to file a motion to re-open.

11 90. The presumptive sanction is disbarment.

12 91. ABA Standard 5.1 is most applicable to the cases involving criminal acts, dishonesty
13 and misrepresentation (violations of RPC 8.4(b), RPC 8.4(c), and RPC 8.1).

14 5.11 Disbarment is generally appropriate when:

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

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

24 92. Respondent made a false statement to Mr. Olea about the status of his case.

93. Respondent committed False Swearing during the investigation of the grievance.

94. The presumptive sanction is disbarment.

95. ABA Standard 7.0 is most applicable to the duty to cooperate with the
investigation of a grievance and avoid unreasonable fees (violations of RPC 8.4(l) and RPC

1 1.5).

2 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
3 conduct that is a violation of a duty owed as a professional with the intent to
4 obtain a benefit for the lawyer or another, and causes serious or potentially
5 serious injury to a client, the public, or the legal system.

6 96. Respondent acted knowingly when she tried to collect \$2,497.50 from Ms.
7 Crump. Respondent caused potential injury to Ms. Crump

8 97. Respondent knowingly took \$2,195 from Mr. Olea and did not perform the work
9 she was hired to do. Mr. Olea suffered serious injury.

10 98. Respondent acted knowingly in failing to cooperate with the Association's
11 investigation.

12 99. There was actual injury to the lawyer discipline system as a whole, which
13 depends on lawyer cooperation and honesty to function. Given the limited resources available
14 to investigate allegations of lawyer misconduct, "such investigations depend upon the
15 cooperation of attorneys." In re Disciplinary Proceeding Against McMurray, 99 Wn.2d 920,
16 930, 655 P.2d 1352 (1983). Respondent's conduct also caused actual harm to the Office of
17 Disciplinary Counsel in the form of increased effort and costs. In re Disciplinary Proceeding
18 Against Poole, 164 Wn.2d. 710, 731-32, 193 P.3d 1064 (2008) ("Respondent was not entitled to
19 ignore or avoid WSBA's requests for production of information that it could reasonably
20 request").

21 100. The presumptive sanction is disbarment.

22 101. The following aggravating factors apply under ABA Standards Section 9.22:

- 23 (b) dishonest or selfish motive;
- (d) multiple offenses;
- (g) refusal to acknowledge wrongful nature of conduct;
- 24 (j) indifference to making restitution.

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

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

103. On balance the aggravating and mitigating do not require a departure from the presumptive sanction.

VI. STIPULATED DISCIPLINE

104. Respondent stipulates to disbarment. Any reinstatement is conditioned upon repayment of any costs owing to the Association and restitution as described below.

VII. RESTITUTION

105. Respondent agrees to pay restitution in the amount of \$240 to Rene Olea.

VIII. COSTS AND EXPENSES

106. Respondent shall pay attorney fees and administrative costs of \$1,000 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

IX. VOLUNTARY AGREEMENT

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

X. LIMITATIONS

108. This Stipulation is a compromise agreement intended to resolve this matter in accordance with the purposes of lawyer discipline while avoiding further proceedings and the

1 expenditure of additional resources by the Respondent and the Association. Both the
2 Respondent lawyer and the Association acknowledge that the result after further proceedings in
3 this matter might differ from the result agreed to herein.

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

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

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


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

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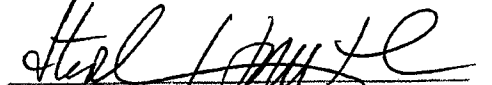
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admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or criminal action.


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


Belinda Armijo, Bar No. 32362
Respondent

Dated: 5-2-2013


Stephen Christopher Smith, Bar No. 15414
Counsel for Respondent

Dated: 5/2/13


Erica Temple, Bar No. 28458
Disciplinary Counsel

Dated: 5/2/13