

FILED
AUG 15 2017
DISCIPLINARY
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

BRENT LIGHTNER NOURSE,
Lawyer (Bar No. 32790).

ODC File Nos. 17-00670, 17-00967
Proceeding No. A#00009
RESIGNATION FORM OF BRENT
LIGHTNER NOURSE (ELC 9.3(b))

Brent Lightner Nourse, being duly sworn, hereby attests to the following:

1. I am over the age of eighteen years and am competent. I make the statements in this affidavit from personal knowledge.
2. I was admitted to practice law in the State of Washington on November 4, 2002.
3. I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Rules for Enforcement of Lawyer Conduct (ELC).
4. Attached hereto as Exhibit A is Disciplinary Counsel's Statement of Alleged Misconduct under ELC 9.3(b)(1). I am aware of the alleged misconduct stated in disciplinary counsel's statement. Rather than defend against the allegations, I wish to permanently resign from membership in the Association under ELC 9.3.

907

1 5. Under ELC 9.3(f), I am submitting with this affidavit a check in the amount of
2 \$1,000 made payable to the Washington State Bar Association as payment for expenses and
3 costs.

4 6. I agree to pay any additional costs or restitution that may be ordered by a Review
5 Committee under ELC 9.3(g).

6 7. I understand that my resignation is permanent, and that any future application by
7 me for reinstatement as a member of the Association is currently barred. I understand that if the
8 Supreme Court changes this rule, or if an application is otherwise permitted in the future, any
9 application for reinstatement will be treated as an application by one who has been disbarred for
10 ethical misconduct. I understand that if I file an application for reinstatement, I will not be
11 entitled to a reconsideration or reexamination of the facts, complaints, allegations, or instances
12 of alleged misconduct on which this resignation was based.

13 8. I agree to (a) notify all other states and jurisdictions in which I am admitted of this
14 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in those
15 jurisdiction; and (c) provide disciplinary counsel with copies of any such notification(s) and any
16 response(s). I acknowledge that this resignation could be treated as a disbarment by all other
17 jurisdictions.

18 9. I agree to (a) notify all other professional licensing agencies in any jurisdiction
19 from which I have a professional license that is predicated on my admission to practice law of
20 this resignation in lieu of discipline; (b) seek to resign permanently from any such license; and
21 (c) provide disciplinary counsel with copies of any of these notifications and any responses.

22 10. I agree that when applying for any employment, I will disclose the resignation in
23 lieu of discipline in response to any question regarding disciplinary action or the status of my

1 license to practice law.

2 11. I understand that my resignation becomes effective on disciplinary counsel's
3 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) disciplinary
4 counsel must do so promptly following receipt of this document and payment of costs and
5 expenses.

6 12. When my resignation becomes effective, I agree to be subject to all restrictions that
7 apply to a disbarred lawyer.

8 13. Upon filing of my resignation, I agree to comply with the same duties as a
9 disbarred lawyer under ELC 14.1 through ELC 14.4.

10 14. I understand that, after my resignation becomes effective, it is permanent. I will
11 never be eligible to apply and will not be considered for admission or reinstatement to the
12 practice of law nor will I be eligible for admission for any limited practice of law.

13 15. I certify under penalty of perjury under the laws of the State of Washington that
14 the foregoing is true and correct.

15 8/5/17 8/14/17
Date and Place

[Signature]
Brent Lightner Nourse, Bar No. 32790

16 SUBSCRIBED AND SWORN to before me this 14 day of August, 2017.



17
18 NOTARY PUBLIC for the state of
19 Washington, residing at King
20 Michelle Henry
My commission expires: 09/23/19

21 ENDORSED BY:

[Signature]
22 Scott G. Busby, Senior Disciplinary Counsel
23 Bar No. 17522

EXHIBIT A

EXHIBIT A

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BEFORE THE
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ODC File Nos. 17-00670, 17-00967

STATEMENT OF ALLEGED
MISCONDUCT UNDER ELC 9.3(b)(1)

The following constitutes a Statement of Alleged Misconduct under Rule 9.3(b)(1) of the Rules for Enforcement of Lawyer Conduct (ELC).

I. ADMISSION TO PRACTICE

1. Respondent Brent Lightner Nourse was admitted to the practice of law in the State of Washington on November 4, 2002.

II. ALLEGED FACTS

2. Clients MJS and MS ("Clients") hired Respondent in March 2014 to represent them in a dispute with RF, a building contractor whom Clients had hired to remodel a condominium they purchased for their son.

3. Respondent represented to Clients that he had commenced a lawsuit against RF and his construction business ("Defendants"). That representation was false; Respondent in fact

1 never commenced a lawsuit on Clients' behalf.

2 4. In Early 2016, Respondent represented to Clients that there would be a mediation
3 with Defendants' insurer, and that Clients needed to attend. That representation was false; no
4 mediation was ever arranged with Defendants or Defendants' insurer.

5 5. In reliance on Respondent's representation, Clients canceled a vacation and
6 traveled from Louisiana, where they resided, to Seattle. Clients spent money on airfare to and
7 from Seattle and a hotel room in Seattle, and they lost the money they had spent on non-
8 refundable airline tickets for the vacation they canceled.

9 6. While Clients and their son waited in Respondent's office, Respondent represented
10 to Clients that he would be in a different room negotiating a settlement with the assistance of a
11 mediator. After several hours, Respondent told Clients that the mediation had been
12 unsuccessful, and that the mediator had left. Those representations were false; there had been
13 no mediation.

14 7. Later in 2016, Respondent represented to Clients that there would be a second
15 mediation. That representation was false; no mediation was ever arranged with Defendants or
16 Defendants' insurer.

17 8. In reliance on Respondent's representation, MJS traveled from Louisiana to Seattle
18 expecting to attend a mediation. After she arrived, Respondent told her that the mediation had
19 been canceled because the Defendants' insurer had declined to participate. That representation
20 was false.

21 9. Still later in 2016, Respondent represented to Clients that there would be another
22 mediation. That representation was false; no mediation was ever arranged with Defendants or
23 Defendants' insurer.

1 10. In reliance on Respondent's representation, MJS traveled from Louisiana to Seattle
2 again, expecting to attend a mediation yet again. After she arrived, Respondent told her that the
3 mediation had been canceled because the Defendants' insurer had declined to participate.
4 Respondent also told Clients that this was beneficial to them, because it meant that the case
5 would proceed to mandatory arbitration. Respondent also told Clients that CJS would be the
6 arbitrator. All of those representations were false.

7 11. Respondent prepared two documents falsely representing that CJS had rendered an
8 arbitration award in Clients' favor. The first document purported to be a letter dated August 4,
9 2016 on the letterhead of CJS signed by CJS. The body of the letter stated:

10 Please find enclosed my award in the above referenced matter. I have
11 been informed that Defendants will not appear in this matter and do not wish to
12 invoice your clients for needless time. I have reviewed the evidence you
13 provided to me and find it supports the award enclosed.

14 12. The second document purported to be a \$2,250,000 arbitration award dated August
15 4, 2016 on pleading paper signed by CJS. The body of the "award" stated:

16 This matter came before the undersigned arbitrator pursuant to the
17 parties' arbitration agreement on August 4, 2016 in Seattle, Washington. Having
18 considered all the evidence and applicable laws, the undersigned has found in
19 favor of Plaintiff . . . and against Defendants . . . , jointly and severally, in the
20 amount of \$2,250,000.00.

21 13. Those documents were false, and were intended to deceive Clients. There was no
22 arbitration before CJS or anyone else, and there was no arbitration award. CJS, who is in fact
23 an arbitrator, had no knowledge of Respondent's actions.

24 14. Respondent provided the two false documents to Clients. Respondent represented
to Clients that the arbitrator's decision was final and that Clients would receive \$2,250,000 once
the court approved the arbitrator's award. Later, after no money, arrived, Respondent
represented to Clients that he would go to court and obtain an order enforcing the arbitrator's

1 decision. All of those representations were false.

2 15. Respondent prepared a third document falsely representing that a judge had
3 granted summary judgment in Clients' favor. That document purported to be a court order
4 entitled "Order Granting Summary Judgment" signed by a King County Superior Court Judge
5 and dated November 11, 2016. It was on pleading paper with a fictitious case caption and a
6 fictitious cause number. It stated in part:

7 Judgment shall be entered in favor of Plaintiff's [sic] and against Defendant in
8 the amount of \$2,250,000.00 with interest bearing at 12% per annum.

9 16. That document was false, and was intended to deceive Clients. There was no such
10 case in the King County Superior Court or anywhere else. There was no such order, and no
11 such judgment. Respondent provided the false document to Clients.

12 17. In reliance on Respondent's representations and advice, Clients paid an accountant
13 for advice about the tax consequences of the \$2,250,000 arbitration award. They made a
14 \$10,000 non-refundable earnest money payment for property they planned to purchase for their
15 son with the proceeds of the arbitration award. They paid an architect for a feasibility study.
16 Because there was no arbitration award, they were not able to purchase the property, and they
17 lost the \$10,000 non-refundable earnest money payment.

18 18. In April 2017, Clients contacted lawyer JW at Respondent's law firm, who
19 informed them that Respondent was no longer at the firm. Respondent's association with the
20 firm had been terminated on or about April 11, 2017. JW found the three false documents
21 described above in Respondent's former office, and sent them to Clients.

22 19. Clients hired lawyer LL, who searched court records and contacted CJS, whose
23 name was on the August 4, 2016 letter and the arbitration award that Respondent had provided
24 to them. Through LL, Clients learned that no arbitration had ever occurred, and that no legal

1 action had ever been filed.

2 20. Respondent billed Clients for legal services at the rate of \$300 per hour.

3 21. Over the course of the representation, Respondent billed, and Clients paid, over
4 \$27,000.

5 22. Respondent billed Clients for services he never performed.

6 **III. ALLEGED MISCONDUCT.**

7 23. By failing to act with reasonable diligence and promptness in representing Clients,
8 Respondent violated RPC 1.3.

9 24. By failing to keep Clients reasonably informed about the status of their matter,
10 Respondent violated RPC 1.4(a)(3).

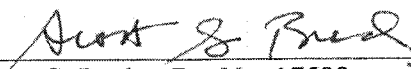
11 25. By charging or collecting an unreasonable fee, Respondent violated RPC 1.5(a).

12 26. By committing a criminal act (forgery) that reflects adversely on his honesty,
13 trustworthiness, or fitness as a lawyer, Respondent violated RPC 8.4(b).

14 27. By engaging in conduct involving dishonesty, fraud, deceit or misrepresentation,
15 Respondent violated RPC 8.4(c).

16 28. By engaging in conduct demonstrating unfitness to practice law, Respondent
17 violated RPC 8.4(n).

18 DATED this 28th day of July, 2017.

19
20 
21 Scott G. Busby, Bar No. 17522
22 Senior Disciplinary Counsel
23