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DISCIPLINARY
BOARD

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5 BEFORE THE
6 DISCIPLINARY BOARD
7 OF THE
8 WASHINGTON STATE BAR ASSOCIATION

9 In re

10 **SHARI ANN BROWN,**

11 Lawyer (Bar No. 32935).

Proceeding No. 16#00047

STIPULATION TO SUSPENSION

Following settlement conference conducted
under ELC 10.12(h)

12 Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), and following
13 a settlement conference conducted under ELC 10.12(h), the following Stipulation to Suspension
14 is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar
15 Association (Association) through disciplinary counsel Natalea Skvir, Respondent lawyer Shari
16 Ann Brown and Respondent's counsel Donna L. Johnston.

17 Respondent understands that she is entitled under the ELC to a hearing, to present
18 exhibits and witnesses on her behalf, and to have a hearing officer determine the facts,
19 misconduct and sanction in this case. Respondent further understands that she is entitled under
20 the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the
21 Supreme Court. Respondent further understands that a hearing and appeal could result in an
22 outcome more favorable or less favorable to her. Respondent chooses to resolve this proceeding
23 now by entering into the following stipulation to facts, misconduct and sanction to avoid the
24 risk, time, expense and publicity attendant to further proceedings.

1 **I. ADMISSION TO PRACTICE**

2 1. Respondent was admitted to practice in the State of Washington on November 13,
3 2002. By order of the Supreme Court, Respondent's license to practice was suspended for a
4 three-year period, effective December 2, 2013. She has not applied for reinstatement and
5 remains suspended as of the date of this Stipulation.

6 **II. STIPULATED FACTS**

7 2. On or about January 23, 2013, Elaine Chase (Ms. Chase) was arrested for Driving
8 Under the Influence (DUI) and reckless driving.

9 3. On February 6, 2013, while acting as stand-by public defender, Respondent
10 represented Ms. Chase at her arraignment in Bonney Lake Municipal Court because she did not
11 have a lawyer.

12 4. After the arraignment, Respondent and Ms. Chase met and discussed the case.

13 5. Because Ms. Chase did not qualify for a public defender, Respondent offered to
14 represent her in the municipal court proceedings for \$1,000.

15 6. Respondent also offered to represent Ms. Chase in her Department of Licensing
16 (DOL) license revocation hearing for \$375 and to contest a speeding ticket for \$350.

17 7. Ms. Chase agreed to have Respondent represent her on all three matters.

18 8. On February 13, 2013, Ms. Chase paid Respondent \$1,000 and they discussed the
19 DUI case in more detail.

20 9. Respondent and Ms. Chase did not enter into a written fee agreement.

21 10. Respondent did not deposit Ms. Chase's \$1,000 into her IOLTA trust account.

22 11. Respondent's only subsequent court appearance for Ms. Chase was on March 13,
23 2013, at the first pretrial hearing.

24 12. Respondent was notified in writing that Ms. Chase's DOL hearing would take place

1 on March 21, 2013 at 1 p.m. by telephone.

2 13. On March 21, 2013, the DOL Hearing Officer called Respondent at the appointed
3 time.

4 14. Respondent informed the Hearing Officer that she was about to go into court on
5 another matter and that she thought the DOL hearing had been set for the next day at 1 p.m.

6 15. The Hearing Officer agreed to re-set the hearing and instructed Respondent to call
7 later that day to reschedule it.

8 16. Respondent did not call to reschedule Ms. Chase's hearing.

9 17. On March 22, 2013, the Hearing Officer's assistant called Respondent and left a
10 message reminding her to call and reschedule Ms. Chase's DOL hearing.

11 18. Respondent did not call to reschedule Ms. Chase's DOL hearing, nor make any
12 further contact with DOL regarding Ms. Chase's hearing.

13 19. On March 26, 2013, the Hearing Officer found that Ms. Chase's failure to appear
14 constituted a waiver of her right to a hearing, entered a default order, and sustained DOL's
15 revocation of Ms. Chase's license.

16 20. On March 28, 2013, DOL sent Ms. Chase and Respondent a Final Order stating Ms.
17 Chase's driver's license would be suspended for 90 days, effective April 11, 2013.

18 21. During the week of April 1, 2013, Ms. Chase and her son called Respondent
19 numerous times and, when possible, left her voicemail messages, but received no response.

20 22. Respondent finally called Ms. Chase on April 9, 2013, and scheduled a telephone
21 appointment for noon the following day.

22 23. Ms. Chase called Respondent on April 10, 2013 at noon, and again over the next
23 several hours and the following day, but received no response.

1 24. Several days later, Ms. Chase hired other counsel.

2 25. On or about April 18, 2013, Ms. Chase sent Respondent a letter terminating her
3 services and requesting a refund of fees.

4 26. Respondent did not respond to Ms. Chase's letter.

5 27. Respondent did not promptly refund any money to Ms. Chase, nor provide an
6 accounting of her fee.

7 28. On or about June 12, 2017, more than four years after termination of the
8 representation, Respondent returned \$1,000 to Ms. Chase.

9 29. On September 10, 2014, Ms. Chase filed a grievance against Respondent.

10 30. On or about September 16, 2014, Disciplinary Counsel sent a copy of Ms. Chase's
11 grievance to Respondent at her address of record on file with the Association and asked her to
12 respond within 30 days.

13 31. The postal service returned the September 16, 2014 letter and indicated Respondent
14 was no longer at that address and her mail could not be forwarded.

15 32. On September 26, 2014, Disciplinary Counsel sent a copy of Ms. Chase's grievance
16 to Respondent's home address on file with the Association and asked her to respond within 30
17 days.

18 33. Respondent did not respond.

19 34. On November 3, 2014, Disciplinary Counsel sent a copy of Ms. Chase's grievance to
20 Respondent at a third address belonging to a relative of Respondent's and asked her to respond
21 within 30 days.

22 35. Respondent did not respond.

23 36. On December 19, 2014, under ELC 5.3(h), Disciplinary Counsel sent a letter to
24

1 Respondent at her home address and the third address requesting her response to the grievance
2 by January 2, 2015 or she would be subpoenaed for a deposition.

3 37. Respondent did not respond.

4 38. On February 22, 2015, Respondent was personally served with a subpoena duces
5 tecum requiring her to appear for a deposition at the Association's offices on March 12, 2015 at
6 1:30 p.m. and to produce Ms. Chase's client file.

7 39. Respondent did not appear for her March 12, 2015 deposition, respond to the
8 grievance, or produce her client file.

9 40. At or around 4:30 p.m. on March 12, 2015, Respondent left a voice mail message on
10 ODC's Consumer Affairs line, stating she wanted to confirm her response to the grievance had
11 been received and that the next day's deposition (sic) would not go forward.

12 41. ODC had not received any response to the grievance from Respondent, nor any of
13 the subpoenaed documents.

14 42. On March 13, 2015, Disciplinary Counsel telephoned Respondent several times at
15 the number provided in her voicemail message, to advise her that no response had been
16 received, but Disciplinary Counsel only reached a recording indicating that the voice mailbox at
17 that number had not been set up.

18 43. On March 19, 2015, Disciplinary Counsel sent a copy of Ms. Chase's grievance to
19 Respondent's home address and informed her that the deposition had been set for March 12, not
20 March 13, that no response had been received and, if she did not submit a written response to
21 the grievance by March 27, 2015, Disciplinary Counsel would petition the Supreme Court for
22 her interim suspension.

23 44. Disciplinary Counsel's March 19, 2015 letter to Respondent was returned by the
24

1 postal service as undeliverable.

2 45. On November 10, 2015, Disciplinary Counsel filed a petition with the Supreme
3 Court requesting Respondent's interim suspension due to her failure to cooperate with the
4 investigation of Ms. Chase's grievance.

5 46. On November 17, 2015, the Supreme Court issued an Order to Show Cause directing
6 Respondent to appear before the Court on January 21, 2016 to show cause why the petition for
7 interim suspension should not be granted.

8 47. On November 24, 2015, the petition and the Order to Show Cause were personally
9 served on Respondent.

10 48. Respondent did not respond to the petition or notify the Court of her intent to appear
11 for the show cause hearing.

12 49. On January 19, 2016, Respondent submitted a brief written response to Ms. Chase's
13 grievance.

14 50. On January 19, 2016, Disciplinary Counsel asked the Court to dismiss the petition
15 for interim suspension.

16 51. Respondent never produced the documents that were called for by the subpoena
17 duces tecum that was personally served upon her on February 22, 2015.

18 52. After January 19, 2016, Disciplinary Counsel attempted to reach Respondent by
19 telephone, email, and letters sent to all of her known addresses, to obtain further information
20 and documents from her, without success

21 **III. STIPULATION TO MISCONDUCT**

22 53. By failing to act with reasonable diligence and promptness in representing Ms.
23 Chase, Respondent violated RPC 1.3.

24 54. By failing to respond to Ms. Chase's calls and requests for information, Respondent

1 violated RPC 1.4(a).

2 55. By failing to deposit Ms. Chase's advance fee into an IOLTA trust account,
3 Respondent violated RPC 1.15A(c)(1) and RPC 1.15A(c)(2).

4 56. By failing to promptly refund part or all of Ms. Chase's fee upon termination of the
5 representation, Respondent violated RPC 1.5(a), RPC 1.15A(f), and RPC 1.16(d).

6 57. By failing to cooperate with the investigation of Ms. Chase's grievance, Respondent
7 violated RPC 8.4(l) by violating the duties imposed under ELC 1.5, ELC 5.3(f), ELC 5.3(g),
8 and ELC 5.5(d).

9 **IV. PRIOR DISCIPLINE**

10 58. In July 2013, Respondent executed a Stipulation to Suspension in which she
11 admitted to having converted portions of settlement funds she had received on behalf of four
12 personal injury clients in 2010-11, failing to maintain required trust account records, and
13 withdrawing funds from her trust account in the form of cash. She agreed to receive a three-
14 year suspension and to the imposition of conditions for reinstatement, which would be followed
15 by two years of probation during which she would be under the treatment of a mental health
16 professional and her trust account would be monitored. On November 25, 2013, the Supreme
17 Court approved the Stipulation and ordered that she be suspended for three years, effective
18 December 2, 2013. Respondent has not applied for reinstatement.

19 **V. APPLICATION OF ABA STANDARDS**

20 59. The following ABA Standards for Imposing Lawyer Sanctions (1991 ed. & Feb.
21 1992 Supp.) apply to this case:

22 60. Standard 4.4 is most applicable to the duty to act with reasonable diligence in
23 representing a client and to communicate adequately with a client:
24

1 **4.4 Lack of Diligence**

2 Absent aggravating or mitigating circumstances, upon application of the factors
3 set out in Standard 3.0, the following sanctions are generally appropriate in cases
4 involving a failure to act with reasonable diligence and promptness in
5 representing a client:

6 4.41 Disbarment is generally appropriate when:

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

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

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

13 4.42 Suspension is generally appropriate when:

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

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

18 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
19 not act with reasonable diligence in representing a client, and causes injury or
20 potential injury to a client.

21 4.44 Admonition is generally appropriate when a lawyer is negligent and does
22 not act with reasonable diligence in representing a client, and causes little or no
23 actual or potential injury to a client.

24 61. Respondent knowingly failed to call and reschedule the DOL administrative hearing,
to communicate with her client, and to take prompt action to remedy the situation.

62. Ms. Chase was harmed by the loss of her driver's license, having insufficient
information for making informed decisions regarding the representation, and having to hire and
pay other counsel to remedy the situation. The presumptive sanction is suspension.

63. Standard 4.1 is most applicable to a lawyer's failure to preserve a client's property:

4.1 Failure to Preserve the Client's Property

Absent aggravating or mitigating circumstances, upon application of the factors set out
in 3.0, the following sanctions are generally appropriate in cases involving the failure to
preserve client property:

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

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

1 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with
2 client property and causes injury or potential injury to a client.

3 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with
4 client property and causes little or no actual or potential injury to a client.

5 64. Respondent acted knowingly when she failed to deposit Ms. Chase's advance fee
6 into trust and when she failed to return any part of Ms. Chase's advance fee for four years after
7 termination of her services.

8 65. Respondent's failure to properly handle Ms. Chase's advance fee, and to promptly
9 refund it upon termination, harmed Ms. Chase, who was deprived of the use of her funds for
10 over four years and had to gather additional funds in the meantime to hire subsequent counsel to
11 rectify the damage caused by Respondent's misconduct. The presumptive sanction is
12 suspension.

13 66. Standard 7.0 is most applicable to a lawyer's charging an unreasonable fee, failure to
14 fulfill duties upon termination, and failure to cooperate with a grievance investigation:

15 ***7.0 Violations of Duties Owed as a Professional***

16 Absent aggravating or mitigating circumstances, upon application of the factors set out
17 in Standard 3.0, the following sanctions are generally appropriate in cases involving
18 false or misleading communication about the lawyer or the lawyer's services, improper
19 communication of fields of practice, improper solicitation of professional employment
20 from a prospective client, unreasonable or improper fees, unauthorized practice of law,
21 improper withdrawal from representation, or failure to report professional misconduct.

22 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
23 conduct that is a violation of a duty owed as a professional with the intent to
24 obtain a benefit for the lawyer or another, and causes serious or potentially
serious injury to a client, the public, or the legal system.

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

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

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

1 public, or the legal system.

2 67. Respondent knowingly failed to promptly return any part of her fee upon
3 termination. Ms. Chase was harmed by the need to pay additional funds to hire other counsel.
4 The presumptive sanction is suspension.

5 68. Respondent also knowingly failed to cooperate with ODC's investigation of Ms.
6 Chase's grievance.

7 69. Respondent's failure to cooperate in the investigation of Ms. Chase's grievance
8 harmed ODC insofar it necessitated the expenditure of additional time and limited resources in
9 attempting to obtain her response, and it harmed the legal system by requiring the expenditure
10 of court resources to obtain her cooperation. The presumptive sanction is suspension.

11 70. The following aggravating factors identified in ABA Standard 9.22 may be raised:

- 12 (a) prior disciplinary offenses: Respondent is currently under suspension for
13 three years for converting client funds and failing to keep adequate trust account
14 records and to maintain client funds in a trust account;
15 (c) a pattern of misconduct in the handling of client funds;
16 (d) multiple offenses; and
17 (i) substantial experience in the practice of law: Respondent was admitted in
18 2002.

19 71. The following mitigating factor identified in ABA Standard 9.32 is applicable:

- 20 (c) personal or emotional problems.

21 VI. STIPULATED DISCIPLINE

22 72. The parties stipulate that Respondent shall receive an eighteen-month suspension for
23 her conduct.

24 73. Reinstatement shall be conditioned upon a showing that Respondent has the mental
capacity to practice law, to be established by at least a one-year proven period of stable recovery

1 as monitored by Respondent's treating mental health professional. Any disputes relating to
2 reinstatement will be resolved under the procedures of ELC 13.3(b)(2).

3 74. Reinstatement is to be followed by a two-year period of probation under ELC 13.8
4 during which:

5 a. Respondent is to remain under the care of a treating mental health professional and
6 will comply with the recommendations of her treating mental health professional as to
7 treatment. The treating mental health professional will make quarterly reports to
8 disciplinary counsel as to whether Respondent is remaining in treatment and complying
9 with treatment recommendations.

10 b. There will be periodic reviews under ELC 13.8 of Respondent's trust account
11 practices, and she must comply with the specific probation terms set forth below:

- 12
- 13 1) Respondent shall carefully review and fully comply with RPC 1.15A and
14 RPC 1.15B, and shall carefully review the current version of the publication,
Managing Client Trust Accounts: Rules, Regulations, and Common Sense.
 - 15 2) For all client matters, Respondent shall have a written fee agreement signed
16 by the client, which agreements are to be maintained for least seven years
(see RPC 1.15B(a)(3)).
 - 17 3) On a monthly basis, using ODC's form report entitled "Monthly
18 Reconciliation and Review Report," Respondent shall review the trust-
account records detailed on the form report, review the completed report,
and sign and date the completed report.
 - 19 4) On a quarterly basis, Respondent shall provide ODC's audit staff, via
20 ODC's probation administrator, with all trust-account records for the time
period to be reviewed by ODC's audit staff and disciplinary counsel for
21 compliance with the RPC:
 - 22 a) Months 1 – 3. By no later than the 30th day of the fourth month after
23 the commencement of probation, Respondent shall provide the trust
account records from the date of commencement of probation to the
24 end of the third full month.

- 1 b) Months 4 – 6. By no later than the 30th day of the seventh month
2 after the commencement of probation, Respondent shall provide the
3 trust account records from the end of the previously provided quarter
4 through the end of month six.
- 5 c) Months 7 – 9. By no later than the 30th day of the tenth month after
6 the commencement of probation, Respondent shall provide the trust
7 account records from the end of the previously provided quarter
8 through the end of month nine.
- 9 d) Months 10 – 12. By no later than the 30th day of the thirteenth month
10 after the commencement of probation, Respondent shall provide the
11 trust account records from the end of the previously provided quarter
12 through the end of month twelve.
- 13 e) Months 13– 15. By no later than the 30th day of the sixteenth month
14 after the commencement of probation, Respondent shall provide the
15 trust account records from the end of the previously provided quarter
16 through the end of month fifteen.
- 17 f) Months 16 – 18. By no later than the 30th day of the nineteenth
18 month after the commencement of probation, Respondent shall
19 provide the trust account records from the end of the previously
20 provided quarter through the end of month eighteen.
- 21 g) Months 19 – 21. By no later than the 30th day of the twenty-second
22 month after the commencement of probation, Respondent shall
23 provide the trust account records from the end of the previously
24 provided quarter through the end of month twenty-one.

The trust account records Respondent provides to ODC for each quarterly review of his trust account will include: (a) copies of each completed “Monthly Reconciliation and Review Report” (referenced in sub-paragraph 3) above), (b) a complete checkbook register for her trust account covering the period being reviewed, (c) complete individual client ledger records for any client with funds in Respondent’s trust account during all or part of the period being reviewed, as well as for Respondent’s own funds in the account (if any), and (d) copies of all trust-account bank statements, deposit slips, and cancelled checks covering the period being reviewed. The ODC’s Audit Manager or designee will review Respondent’s trust account records for each period.

- 5) On the same quarterly time schedule set forth in the preceding paragraph, Respondent will provide ODC’s Audit Manager or designee, via ODC’s probation administrator, with copies of any and all fee agreements entered into within the time period at issue.

- 1 6) The ODC's Audit Manager or designee may request additional financial or
2 client records if needed to verify Respondent's compliance with RPC 1.15A
3 and/or 1.15B. Within twenty days of a request from ODC's Audit Manager
4 or designee for additional records needed to verify Respondent's compliance
5 with RPC 1.15A and/or RPC 1.15B, Respondent will provide ODC's Audit
6 Manager or designee, via ODC's probation administrator, the additional
7 records requested.
- 8 7) Respondent will reimburse the Association for time spent by ODC's Audit
9 Manager or designee in reviewing and reporting on Respondent's records to
10 determine her compliance with RPC 1.15A and RPC 1.15B, at the rate of
11 \$85 per hour. Respondent will make payment within thirty days of each
12 written invoice setting forth the auditor's time and payment due.
- 13 8) During the probation period, Respondent will participate in at least 12 credit
14 hours of CLE courses in the field of law office management, at least five
15 credit hours of which will be instruction in the trust account requirements for
16 a lawyer. Respondent will provide proof of satisfaction of this requirement
17 to Disciplinary Counsel.

11 **VII. RESTITUTION**

12 75. No restitution is due under this stipulation. Respondent has made a full and
13 complete refund of her \$1,000 fee to Ms. Chase.

14 **VIII. COSTS AND EXPENSES**

15 76. Respondent shall pay attorney fees, administrative costs and expenses of \$2,146.77
16 in accordance with ELC 13.9(i). As part of its effort to reach settlement in this case, ODC
17 includes in this total \$1,000 in expenses, rather than the \$2,000 called for in ELC 13.9(c)(4).
18 The Association will seek a money judgment under ELC 13.9(i) if these costs are not paid
19 within thirty days of approval of this stipulation.

20 77. Reinstatement from suspension is conditioned on payment of costs and expenses.

21 **IX. VOLUNTARY AGREEMENT**

22 78. Respondent states that, prior to entering into this Stipulation, she has consulted
23 independent legal counsel regarding this Stipulation, that Respondent is entering into this
24

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

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

6 X. LIMITATIONS

7 79. This Stipulation is a compromise agreement intended to resolve this matter in
8 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
9 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
10 and ODC acknowledge that the result after further proceedings in this matter might differ from
11 the result agreed to herein.

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

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

22 Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on the
23 record agreed to by the parties. Under ELC 3.1(b), all documents that form the record before
24

1 the Board for its review become public information on approval of the Stipulation by the Board,
2 unless disclosure is restricted by order or rule of law.

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

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

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

12
13 _____
14 Shari Ann Brown, Bar No. 32935

Dated: _____

15 _____
16 Donna L. Johnston, Bar No. 23630

Dated: _____

17 _____
18 Natalea Skvir, Bar No. 34335


Dated: _____

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9 proceeding, or in any civil or criminal action.

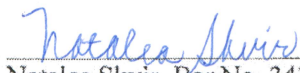
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14 Shari Ann Brown, Bar No. 32935

Dated: 11-1-17

15 
16 Donna L. Johnston, Bar No. 23630

Dated: 11/1/17

17 
18 Natalea Skvir, Bar No. 34335

Dated: 11-1-17