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**FILED**  
AUG 13 2015  
DISCIPLINARY  
BOARD

**ORIGINAL**

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re  
**CHRISTOPHER LEE NEAL,**  
Lawyer (Bar No. 33339).

Proceeding No. 14#00077  
STIPULATION TO REPRIMAND

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand 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 Anne I. Seidel and Respondent lawyer Christopher Lee Neal.

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  
Page 1

OFFICE OF DISCIPLINARY COUNSEL OF THE  
WASHINGTON STATE BAR ASSOCIATION  
1325 4<sup>th</sup> Avenue, Suite 600  
Seattle, WA 98101-2539  
(206) 727-8207

0190

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 January 29,  
4 2003.

5 **II. STIPULATED FACTS**

6 2. In August 2012, Nester Cisneros (Nester) and Tomasa Ontiveros (Tomasa),  
7 collectively referred to as the Cisneroses, met with Respondent to discuss representing them in  
8 connection with a dispute with the United States Internal Revenue Service (IRS) regarding  
9 income tax credits claimed for dependents in the tax year 2009.

10 3. The Cisneroses do not speak English fluently. Norma Cisneros (Norma), the  
11 Cisneroses' daughter, attended all meetings with Respondent and translated for them, and made  
12 all telephone calls to Respondent for the Cisneroses.

13 4. There was no written fee agreement or other documentation reflecting when  
14 Respondent was hired by the Cisneroses. The Cisneroses believed that that they hired  
15 Respondent in August 2012 and provided him with documentation regarding their tax claims.  
16 ~~Respondent does not recall the August 2012 meeting with the Cisneroses. In any event,~~  
17 Respondent believes that he was hired by the Cisneroses in March 2013, irrespective if he met  
18 with the Cisneroses in August 2012. For purposes of this stipulation, the parties agree that it  
19 was unclear when Respondent was hired by the Cisneroses.

20 5. On January 22, 2013, the Cisneroses entered into an installment payment plan  
21 with the IRS and started making monthly payments to the IRS on the alleged debt owed.  
22 Respondent was not involved in negotiating the payment plan.

1           6.    The Cisneroses' client file was lost at Respondent's law office for a period of at  
2 least 4 months.

3           7.    Respondent did not promptly inform the Cisneroses that their client file was  
4 missing and did not return telephones messages from the Cisneroses regarding the status of their  
5 client matter during the period when their file was lost.

6           8.    Nester and Tomas each signed IRS Form 2848 (Power of Attorney and Declaration  
7 of Representation) and provided the executed forms to Respondent by no later than May 6,  
8 2013.

9           9.    On May 6, 2013, Respondent informed the IRS about his representation of the  
10 Cisneroses and requested an account transcript for the Cisneroses, which the IRS provided that  
11 day.

12           10. Respondent did not maintain contemporaneous time records reflecting how much  
13 time he spent on the Cisneroses case. Respondent's records reflect that he performed some  
14 legal research regarding the Cisneroses' claim.

15           11. After Respondent's initial contact with the IRS on May 6, 2013, Respondent did not  
16 contact the IRS and resolve the issues regarding the Cisneroses' dependent tax credits for the  
17 tax year 2009.

18           12. On or about November 6, 2013, the Cisneroses terminated Respondent because  
19 they believed that Respondent was not diligently pursuing their matter.

20           13. In November 2013, Respondent sent the Cisneroses a billing statement for \$1,660  
21 for legal services rendered. This was the first bill and only bill Respondent provided to the  
22 Cisneroses.

23           14. Some of the services charged to the Cisneroses in the billing statement were

1 inaccurate. There was also work performed by Respondent that was not included in the bill.  
2 Respondent believes that he may have negligently charged the Cisneroses for legal services  
3 provided to another client.

4 15. The Cisneroses refused to pay Respondent's bill and filed a grievance with ODC.

5 16. Respondent did not pursue the Cisneroses for payment of the bill and has agreed to  
6 write off the charges.

### 7 III. STIPULATION TO MISCONDUCT

8 17. By misplacing the Cisneroses' client file and their documentation, Respondent  
9 violated RPC 1.15A(c)(3).

10 18. By failing to diligently complete the Cisneroses' tax matter within a reasonable time  
11 frame, Respondent violated RPC 1.3.

12 19. By failing to return telephone calls from the Cisneroses regarding the status of their  
13 matter, Respondent violated RPC 1.4(a).

14 20. By charging unsupported fees to the Cisneroses, Respondent violated RPC 1.5(a).

### 15 IV. PRIOR DISCIPLINE

16 21. Respondent has no prior discipline.

### 17 V. APPLICATION OF ABA STANDARDS

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

#### 20 Violation of RPC 115A(c)(c)(3)

21 23. ABA Standard 4.1 applies to violations of RPC 1.15A(c)(3), and provides as  
22 follows:

#### 23 4.1 Failure to Preserve the Client's Property

1 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
2 client property and causes injury or potential injury to a client.

3 4.12 Suspension is generally appropriate when a lawyer knows or should know  
4 that he is dealing improperly with client property and causes injury or potential  
5 injury to a client.

6 **4.13 Reprimand is generally appropriate when a lawyer is negligent in  
7 dealing with client property and causes injury or potential injury to a client.**

8 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing  
9 with client property and causes little or no actual or potential injury to a client.

10 24. Respondent was negligent in dealing with the Cisneroses' client file resulting in  
11 delay in handling their tax matter.

12 25. Reprimand is the presumptive sanction under ABA Standard 4.13.

13 **Violation of RPC 1.3 and RPC 1.4(a)**

14 26. ABA Standard 4.4 applies to violations of RPC 1.3 and RPC 1.4(a), and provides as  
15 follows:

16 *4.4 Lack of Diligence*

17 4.41 Disbarment is generally appropriate when:

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

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

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

24 4.42 Suspension is generally appropriate when:

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

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

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

4.44 Admonition is generally appropriate when a lawyer is negligent and does

1 not act with reasonable diligence in representing a client, and causes little or no  
2 actual or potential injury to a client.

3 27. Respondent was negligent in handling the Cisneroses' claim and responding to the  
4 Cisneroses' calls resulting in delay.

5 28. Reprimand is the presumptive sanction under ABA Standard 4.43.

6 **Violation of RPC 1.5(a)**

7 29. ABA Standard 7.0 applies to violations of RPC 1.5(a), and provides as follows:

8 *7.0 Violations of Duties Owed as a Professional*

9 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in  
10 conduct that is a violation of a duty owed as a professional with the intent to  
11 obtain a benefit for the lawyer or another, and causes serious or potentially serious  
12 injury to a client, the public, or the legal system.

13 7.2 Suspension is generally appropriate when a lawyer knowingly engages in  
14 conduct that is a violation of a duty owed as a professional and causes injury or  
15 potential injury to a client, the public, or the legal system.

16 7.3 Reprimand is generally appropriate when a lawyer negligently  
17 engages in conduct that is a violation of a duty owed as a professional and  
18 causes injury or potential injury to a client, the public, or the legal system.

19 7.4 Admonition is generally appropriate when a lawyer engages in an isolated  
20 instance of negligence that is a violation of a duty owed as a professional, and  
21 causes little or no actual or potential injury to a client, the public, or the legal  
22 system.

23 30. Respondent negligently failed to maintain billing records for the Cisneroses  
24 resulting in potential harm.

31. Reprimand is the presumptive sanction under ABA Standard 7.3

25 **Aggravating and Mitigating Factors**

26 32. The following aggravating factors apply under ABA Standard 9.22:

27 (d) Multiple offenses [respondent violated several RPCs];

28 (i) Substantial experience in the practice of law [Respondent was admitted to practice in

1 2003].

2 33. The following mitigating factors apply under ABA Standard 9.32:

3 (a) Absence of a prior disciplinary record;

4 (b) Personal and emotional problems [During the period in questions, Respondent was  
5 dealing with significant family issues, his wife was being treated for cancer and his  
6 son suffered from a traumatic head injury as a result of a sledding accident]; and

7 (c) Physical disability [During material times, Respondent's legal practice was impacted  
8 by his diabetes].

9 34. On balance the aggravating and mitigating factors do not require a departure from  
10 the presumptive sanction of reprimand.

11 **VI. STIPULATED DISCIPLINE**

12 35. The parties stipulate that Respondent shall receive a reprimand for his conduct.

13 36. Respondent will be subject to probation for a period of two years beginning when  
14 this stipulation receives final approval. During the two-year probation period (1) Respondent  
15 will prepare and maintain written fee agreements for all clients for whom he provides legal  
16 services, and (2) Respondent will keep accurate time records for all clients for whom he is  
17 providing legal services on an hourly basis. Every six months during the probation period,  
18 Respondent shall provide disciplinary counsel with copies of (1) all fee agreements for legal  
19 clients, and (2) all billing statements for legal services provided to clients on an hourly basis.

20 **VII. RESTITUTION**

21 37. Restitution is not applicable.  
22  
23

1 **VIII. COSTS AND EXPENSES**

2 38. Respondent shall pay attorney fees and administrative costs of \$852.50 (\$500 in  
3 expenses and \$352.50 in costs) in accordance with ELC 13.9(i). The Association will seek a  
4 money judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this  
5 stipulation.

6 **IX. VOLUNTARY AGREEMENT**

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

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

14 **X. LIMITATIONS**

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

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

23 43. This Stipulation results from the consideration of various factors by both parties,



1 including the benefits to both by promptly resolving this matter without the time and expense of  
2 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As  
3 such, approval of this Stipulation will not constitute precedent in determining the appropriate  
4 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in  
5 subsequent proceedings against Respondent to the same extent as any other approved  
6 Stipulation.

7         44. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for  
8 his or her review become public information on approval of the Stipulation by the Hearing  
9 Officer, unless disclosure is restricted by order or rule of law.

10         45. If this Stipulation is approved by the Hearing Officer, it will be followed by the  
11 disciplinary action agreed to in this Stipulation. All notices required in the Rules for  
12 Enforcement of Lawyer Conduct will be made.

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

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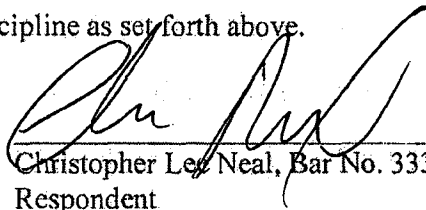
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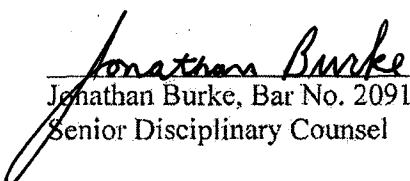
1 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation  
2 to Discipline as set forth above.

3   
4 Christopher Lee Neal, Bar No. 33339  
5 Respondent

Dated: 6/18/15 MJ

6   
7 Anne I. Seidel, Bar No. 22742  
8 Counsel for Respondent

Dated: 6/22/15

9   
10 Jonathan Burke, Bar No. 20910  
11 Senior Disciplinary Counsel

Dated: 8/4/15