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**FILED**

JUL 29 2014

**DISCIPLINARY BOARD**

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**LAURIE L. MAGAN,**  
Lawyer (Bar No. 34086).

*Proceeding 14 #00087*  
WSBA File No. 13-02171, 13-02277, 14-00184, 14-00239, and 14-00522.  
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 and Respondent lawyer Laurie L. Magan (Respondent).

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

**ORIGINAL**

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

2 **I. ADMISSION TO PRACTICE**

3 1. Respondent was admitted to practice law in the State of Washington on November 6,  
4 2003.

5 **II. STIPULATED FACTS**

6 **General Facts**

7 2. Respondent worked for the Bollinger Law Group (Bollinger Group), later re-named  
8 Clearwater Law Group, located in Kennewick Washington until late March 2013, when she left  
9 to start her own law practice in Kennewick, Washington.

10 3. After starting her solo law practice, Respondent did not keep up with client billing  
11 and tracking client accounts. Consequently, Respondent did not send billing statements to  
12 clients and did not provide clients with an accounting for advance fees.

13 4. Respondent knowingly used unearned client funds from her trust account to pay  
14 office and/or personal expenses.

15 5. Respondent did not maintain trust account records, including client ledgers, and did  
16 not reconcile her trust account.

17 6. In September 2013, Respondent was offered a position with a law firm in Mount  
18 Vernon, Washington, which she accepted.

19 7. Respondent moved to Mount Vernon, Washington and started working at the law  
20 office on October 5, 2013. The law office where Respondent worked had staff who assisted her  
21 with maintaining client funds in the firm's trust account and keeping trust account records.

22 8. Respondent did not transfer former client matters to the law firm in Mount Vernon.  
23 She intended to complete these legal matters while being employed at the new firm.

1 9. Respondent did not diligently complete the legal matters of her clients from her solo  
2 practice and did not adequately keep them informed of the status of their matters.

3 10. Respondent did not send billing statements to her clients and failed to return  
4 unearned fees to them.

5 **Hogg Matter**

6 11. Robert Hogg (Hogg) hired Respondent to pursue a collection matter while  
7 Respondent was still employed at Bollinger Group.

8 12. On April 2, 2013, Hogg terminated the Bollinger Group and hired Respondent's new  
9 office to pursue the collection matter.

10 13. The Bollinger Group transferred \$656.02 in advance fees belonging to Hogg from its  
11 trust account to Respondent's new office.

12 14. Respondent never provided Hogg with an accounting of the advance fees she  
13 received.

14 15. Respondent did not pursue Hogg's collection matter.

15 16. Respondent did not keep Hogg informed about his matter.

16 17. Respondent used the \$656.02 in unearned advance fees paid by Hogg for other  
17 purposes.

18 18. Respondent never returned the client file to Hogg.

19 **Bradley Matter**

20 19. In September 2012, Steven Bradley and Jill Bradley (collectively referred to as the  
21 Bradleys) hired Respondent while she was employed at the Bollinger Group to pursue a claim  
22 against Bobby Smith and Charlene Smith (the Smiths) regarding drainage problems at the  
23 Bradleys' residence.

1           20. The Bradleys' matter was transferred to Respondent when she left the Bollinger  
2 Group and started her own law firm in early April 2013.

3           21. On March 31, 2013, the Bollinger Group transferred \$2,437.90 in unearned advance  
4 fees to Respondent's trust account.

5           22. Respondent agreed to charge the Bradleys at the hourly rate of \$165.

6           23. Respondent used all of the Bradleys' unearned advance fees for other purposes  
7 before the fees were earned.

8           24. Respondent sent billing statements to the Bradleys reflecting legal services provided  
9 during July and August 2013. These billing statements reflected that Respondent provided  
10 services totaling \$412.50 during July and August 2013. The billing statements did not reflect  
11 the amount of advance fees held in Respondent's trust account.

12           25. Starting on August 27, 2013, the Bradleys requested Respondent to provide them  
13 with billing statements and an accounting.

14           26. Other than the two billing statements from July and August 2013, Respondent never  
15 provided any billing statements or accounting to the Bradleys.

16           27. On September 26, 2013, the Smiths' lawyer sent an email to Respondent reflecting  
17 that the Smiths accepted the Bradleys' offer to settle the dispute for \$7,600. Respondent  
18 forwarded the email to the Bradleys.

19           28. After September 26, 2013, the Bradleys had a difficult time contacting Respondent  
20 to follow up on the status of the settlement.

21           29. On November 15, 2013, Respondent sent an email informing the Bradleys that they  
22 would be receiving a settlement check directly from the Smiths' lawyer, which they did.

23           30. After receiving the settlement proceeds the Bradleys continued to send emails and

1 leave telephone messages with Respondent requesting an accounting and billing statements.  
2 Based on the prior billing records, Respondent's trust account should have contained \$2,025.40  
3 in unearned advance fees belonging to the Bradleys.

4 31. Respondent's trust account did not contain any of the Bradleys unearned advance  
5 fees because Respondent used the advance fees before the funds were earned. In addition,  
6 although the Bradleys were entitled to a refund, Respondent does not know the specific amount  
7 she owes to the Bradleys because she did not keep track of the time she spent on the case.

8 32. Respondent never returned the client file to the Bradleys.

9 33. For purposes of this stipulation, the parties agree that Respondent owes the Bradleys  
10 \$1,800 in restitution.

11 **Shipman Matter**

12 34. During the period when Respondent was employed by the Bollinger Group, she  
13 represented client Montee Shipman (Shipman)

14 35. When Respondent left the Bollinger Group on March 31, 2013, Shipman decided to  
15 hire Respondent to pursue modification of a parenting plan and modification of child support.

16 36. Respondent charged Shipman a flat fee of \$1,800 to handle both matters.

17 37. Shipman promptly paid \$1,800 advance fees to Respondent.

18 38. Respondent's flat fee agreement did not contain the requisite provisions from RPC  
19 1.5(f)(c) authorizing her to use the advance fees.

20 39. Respondent used the advance fees paid by Shipman before the fees were earned.

21 40. Respondent failed to diligently represent Shipman in the modification of the  
22 parenting plan matter, and there was no substantive ruling in the matter.

23 41. On May 7, 2013, the court ruled on the modification of child support.

1 42. Respondent agreed to handle the appeal of the child support ruling without charging  
2 Shipman more fees.

3 43. On May 9, 2013, Respondent filed a notice of appeal of the child support ruling.

4 44. Respondent did not diligently handle Shipman's appeal.

5 45. Respondent did not keep Shipman advised as to the status of the appeal.

6 46. During September or October 2013, Respondent sent an email to Shipman informing  
7 him that she was no longer representing him in his legal matters effective November 1, 2013.

8 47. On October 2, 2013, the Court of Appeals moved to dismiss Shipman's appeal  
9 based on abandonment.

10 48. On October 23, 2013, the Court of Appeals entered a ruling terminating review of  
11 Shipman's appeal.

12 49. Respondent never informed Shipman about the status of his appeal.

13 50. Respondent never returned any client files to Shipman.

14 51. Respondent told Shipman that she would return fees to him but never did so.

15 **Jiminez Matter**

16 52. In late June 2013, Julio Jiminez (Jiminez) hired Respondent to seek a modification  
17 of child support in a marital dissolution in Benton County.

18 53. Respondent charged Jiminez an advance fee of \$1,300 and \$120 in advance costs to  
19 handle the modification.

20 54. On June 26, 2013, Jiminez paid Respondent \$1,420 in advance fees and costs to  
21 handle the modification.

22 55. Respondent used the funds paid by Jiminez for other purposes and did not maintain  
23 the advance fees and costs in her trust account.

1 56. During all material times, Jiminez communicated with Respondent through his  
2 partner Viviana Sanchez (Sanchez) because Jiminez does not speak English.

3 57. In early August 2013, Respondent sent draft pleadings to Jiminez for the  
4 dissolution. On or about August 7, 2013, Jiminez signed and returned the financial declaration  
5 prepared by Respondent.

6 58. Respondent never filed any modification pleadings on behalf of Jiminez.

7 59. Starting on September 26, 2013, Sanchez sent emails to Respondent inquiring about  
8 the status of Jiminez's modification. Sanchez's emails informed Respondent that Jiminez had  
9 lost his job and was unemployed.

10 60. On October 2, 2013, Respondent sent an email to Sanchez stating that Respondent  
11 was drafting a new financial declaration for Jiminez to sign due to the change his financial  
12 condition.

13 61. On October 7, 2013, Sanchez emailed financial information to Respondent.

14 62. Respondent received the information but never prepared the revised financial  
15 declaration for Jiminez.

16 63. On October 10, 2013, Sanchez stopped by Respondent's office in Kennewick and  
17 was informed that Respondent had moved.

18 64. Respondent never filed any modification pleadings for Jiminez.

19 65. Jiminez subsequently hired lawyer Thomas Atwood (Atwood) to represent him in  
20 the modification.

21 66. On December 3, 2013, Atwood sent a letter to Respondent at her Mount Vernon,  
22 Washington office requesting a full accounting and a refund of unearned fees.

23 67. Respondent did not respond to Atwood's letter and never returned any unearned fees

1 or the client file to Jiminez.

2 **Warren Matter**

3 68. On September 9, 2013, Glen Warren (Warren) hired Respondent to pursue child  
4 support modification.

5 69. Respondent's fee agreement required Warren to pay \$2,500 in advanced fees, which  
6 he promptly paid by credit card.

7 70. Respondent used the \$2,500 in advance fees for other purposes before the fees were  
8 earned.

9 71. Respondent's fee agreement provided that Respondent would prepare client billings  
10 on the 30<sup>th</sup> day of each month and that payment from the client trust account would be made on  
11 the 10<sup>th</sup> day of each month.

12 72. Respondent never sent any billings to Warren.

13 73. On October 11, 2013, the lawyers for Warren's ex-spouse sent interrogatories and  
14 requests for production to Respondent.

15 74. Respondent did not inform Warren about the interrogatories and requests for  
16 production. Consequently, Warren did not timely respond to the interrogatories and requests for  
17 production.

18 75. Respondent agreed to file a petition for modifying child support as soon as possible  
19 after November 15, 2013, the two year anniversary of Warren's dissolution.

20 76. Respondent did not timely file the petition for modification of child support as  
21 agreed.

22 77. On January 3, 2014, Warren terminated Respondent.

23 78. Respondent did not return unearned fees or the client file to Warren.



1 **Noncooperation with Grievance Investigation**

2 **Jiminez and Hogg Grievances**

3 79. On November 25, 2013, ODC sent a letter to Respondent asking her to provide a  
4 written response to the grievance filed by Jiminez within 30 days.

5 80. On December 12, 2013, ODC sent a letter to Respondent asking her to provide a  
6 written response to the grievance filed by Hogg within 30 days.

7 81. On January 2, 2014, ODC sent a 10-day letter to Respondent directing her to file a  
8 written response to the Jiminez grievance by January 15, 2014.

9 82. On January 13, 2014, ODC sent another copy of Hogg's grievance to Respondent by  
10 email along with a copy of ODC's December 12, 2013 letter requesting a response.

11 83. On January 15, 2014, ODC sent a 10-day letter to Respondent directing her to file a  
12 written response to Hogg's grievance by January 28, 2014.

13 84. On January 29, 2014 and January 30, 2014, Respondent sent two emails to  
14 disciplinary counsel requesting extensions until January 30, 2014 and January 31, 2014  
15 respectively to file written responses to the Jiminez and Hogg grievances.

16 85. Respondent never filed written responses to the Jiminez and Hogg grievances.

17 86. On February 4, 2014, ODC had Respondent served with a subpoena for deposition  
18 and a subpoena duces tecum. The subpoena scheduled Respondent's deposition for February  
19 21, 2014 and required Respondent to produce trust account records covering the period from  
20 April 1, 2013 through January 14, 2014.

21 87. Respondent appeared at the February 21, 2014 deposition, but did not produce the  
22 trust account records requested in the subpoena duces tecum.

23 88. Respondent's deposition was continued until March 17, 2014 so that she could

1 produce the trust account records that were subpoenaed.

2 89. At Respondent's request, Respondent's deposition was rescheduled until March 24,  
3 2014.

4 90. Respondent never produced her trust account records and did not appear on March  
5 24, 2014. Instead, Respondent sent a letter to disciplinary counsel by email on the morning of  
6 March 24, 2014 admitting, among other things, that "with full knowledge of the consequences  
7 that [she] mismanaged client funds" and "made advances from the trust account in order to keep  
8 [her] office afloat."

9 **Bradley, Warren, and Shipman Grievances**

10 91. On February 4, 2014, ODC sent a letter to Respondent asking her to file a written  
11 response to the Bradley grievance.

12 92. When Respondent did not send a written response, ODC sent her a 10-day letter  
13 directing her to provide a written response to the Bradley grievance by March 25, 2014.

14 93. Respondent never provided ODC with a written response to the Bradley grievance.

15 94. On February 14, 2014, ODC sent a letter to Respondent asking her to provide a  
16 written response to the Warren grievance.

17 95. When Respondent did not send a written response, ODC sent her a 10-day letter  
18 directing her to provide a written response by April 1, 2014.

19 96. Respondent never provided a written response to the Warren grievance.

20 97. On March 28, 2014, ODC sent a letter to Respondent asking her to provide a written  
21 response to the Shipman grievance.

22 98. Respondent never provided a written response to the Shipman grievance.  
23

1 **III. STIPULATION TO MISCONDUCT**

2 99. By converting and using client funds belonging to Hogg, the Bradleys, Shipman,  
3 Jiminez, and Warren, Respondent violated RPC 1.15A(b) and (c).

4 100. By failing to maintain complete trust account records as required by RPC 1.15B  
5 and by withdrawing client funds without providing notice, Respondent violated RPC  
6 1.15A(h)(2) and (3).

7 101. By failing to return unearned fees and client files to Hogg, the Bradleys,  
8 Shipman, Jiminez, and Warren, Respondent violated RPC 1.5(a) (unreasonable fees) and RPC  
9 1.16(d).

10 102. By failing to provide an accounting to Hogg, the Bradleys, Jiminez, and Warren,  
11 Respondent violated RPC 1.15A(e).

12 103. By failing to diligently handle client matters for Hogg, Shipman, Jiminez, and  
13 Warren, Respondent violated RPC 1.3.

14 104. By failing to reasonably communicate with Hogg, the Bradleys, Shipman,  
15 Jiminez, and Warren regarding the status of their legal matters, Respondent violated RPC 1.4.

16 105. By failing to cooperate with ODC's investigation of the grievances filed by  
17 Jiminez, Hogg, the Bradleys, Warren, and Shipman, Respondent violated RPC 8.4(l).

18 **IV. PRIOR DISCIPLINE**

19 106. Respondent has no prior discipline.

20 **V. APPLICATION OF ABA STANDARDS**

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

23 108. ABA Standard 4.1 applies to Respondent's violations for converting, using, and

1 misappropriating client funds:

2 **4.1 Failure to Preserve the Client's Property**

3 **4.11 Disbarment is generally appropriate when a lawyer knowingly**  
4 **converts client property and causes injury or potential injury to a client.**

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

8 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing  
9 with client property and causes injury or potential injury to a client.

10 4.14 Admonition is generally appropriate when a lawyer is negligent in  
11 dealing with client property and causes little or no actual or potential injury to a  
12 client.

13 109. Respondent knowingly converted client funds belonging to Hogg, Bradley,  
14 Shipman, Jiminez, and Warren causing injury to the clients.

15 110. The presumptive sanction for converting client funds is disbarment under ABA  
16 Standard 4.11.

17 111. ABA Standard 7.0 applies to duties owed as a professional, including (1) the  
18 duty to maintain trust account records and provide clients with notice of using funds, (2) the  
19 duty to charge reasonable fees and return unearned fees to clients, (3) the duty to provide clients  
20 with an accounting, and (4) the duty to cooperate with ODC investigations.

21 **7.0 Violations of Duties Owed as a Professional**

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 obtain a  
24 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**

1 **conduct that is a violation of a duty owed as a professional and causes injury or**  
2 **potential injury to a client, the public, or the legal system.**

3 7.4 Admonition is generally appropriate when a lawyer engages in an isolated  
4 instance of negligence that is a violation of a duty owed as a professional, and causes  
5 little or no actual or potential injury to a client, the public, or the legal system.

6 112. Failing to maintain trust account records and failing to give notice to clients of  
7 funds being withdrawn. Respondent knowingly failed to maintain trust account records and  
8 provide clients with notice of using their funds resulting in injury or potential injury to the  
9 client, the public and the legal system. Suspension is the presumptive sanction under ABA  
10 Standard 7.2.

11 113. Failure to return unearned fees and client files. Respondent knowingly failed to  
12 return unearned fees to clients resulting in actual injury to Hogg, the Bradleys, Shipman,  
13 Jiminez, and Warren. Suspension is the presumptive sanction under ABA Standard 7.2.

14 114. Failure to provide clients with an accounting. Respondent negligently failed to  
15 provide clients with an accounting resulting in injury or potential injury to clients. Reprimand  
16 is the presumptive sanction under ABA Standard 7.3.

17 115. Failure to cooperate with ODC investigations. Respondent knowingly failed to  
18 cooperate with ODC's investigation of five grievances causing harm or potential harm to former  
19 clients, the public, and the lawyer discipline system. Suspension is the presumptive sanction  
20 under ABA Standard 7.2.

21 116. ABA Standard 4.4 applies to Respondent's lack of diligence and lack of  
22 communication:

#### 23 **4.4 Lack of Diligence**

24 4.41 Disbarment is generally appropriate when:

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

1 a client; or

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

4 (c) a lawyer engages in a pattern of neglect with respect to client matters and  
5 causes 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

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

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

14 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act  
15 with reasonable diligence in representing a client, and causes little or no actual or  
16 potential injury to a client.

17 117. Hogg. Respondent knowingly failed to pursue Hogg's client matter resulting in  
18 injury or potential injury to the client. Suspension is the presumptive sanction under ABA  
19 Standard 4.42(a).

20 118. The Bradleys. Respondent negligently failed to reasonably communicate with  
21 the Bradleys resulting in potential injury. Reprimand is the presumptive sanction under ABA  
22 Standard 4.43.

23 119. Shipman. Respondent engaged in a pattern of neglect in handling the Shipman  
24 matters, including the modification matter and the appeal, resulting in injury or potential injury  
to Shipman. Suspension is the presumptive sanction under ABA Standard 4.42(b).

190. Jiminez. Respondent knowingly failed to pursue the modification of child  
support for Jiminez resulting in unnecessary delay and injury to Jiminez. Suspension is the  
presumptive sanction under ABA Standard 4.42(a).

1           121. Warren. Respondent knowingly failed to pursue modification for Warren  
2 resulting in unnecessary delay and injury and potential injury to Warren. Suspension is the  
3 presumptive sanction under ABA Standard 4.42(a).

4           122. The Supreme Court has found that, where there are multiple ethical violations,  
5 the “ultimate sanction imposed should at least be consistent with the sanction for the most  
6 serious instance of misconduct among a number of violations.” In re Disciplinary Proceeding  
7 Against Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993) (quoting ABA Standards at 6).

8           123. Disbarment is the most serious sanction for Respondent’s misconduct.  
9 Accordingly, disbarment is the presumptive sanction.

10           124. The following aggravating factors apply under ABA Standard 9.22:

11           (b) Selfish interest. [Respondent’s conversion of client funds was for financial gain];

12           (c) Pattern of Misconduct. [Respondent engaged in a pattern of converting client funds  
13 and failing to diligently handle client matters]; and

14           (d) Multiple Offenses. [Respondent violated a number of ethics rules].

15           125. The following mitigating factors apply under ABA Standard 9.32:

16           (a) Absence of a prior disciplinary record;

17           (b) Personal or emotional problems. [During the period in question, Respondent was  
18 experiencing depression, which impacted the violations for diligence, non-  
19 communication, failure to maintain trust account records, and failure to cooperate.  
20 Respondent’s depression did not impact or cause Respondent to convert client  
21 funds.]; and

22           (c) Remorse. [Respondent expressed remorse for her misconduct].

23           126. It is an additional mitigating factor that Respondent has agreed to resolve this

1 matter at an early stage of the proceedings.

2 127. On balance the aggravating and mitigating factors do not require a departure  
3 from the presumptive sanction of disbarment.

#### 4 VI. STIPULATED DISCIPLINE

5 128. The parties stipulate that Respondent shall be disbarred.

#### 6 VII. RESTITUTION

7 129. Respondent shall pay \$8,176.02 in restitution to the following former clients: (1)  
8 \$656.02 to Hogg, (2) \$1,800 to the Bradleys, (3) \$1,800 to Shipman, (4) \$1,420 to Jiminez, and  
9 (5) \$2,500 to Warren. Reinstatement from disbarment is conditioned on payment of restitution  
10 to the clients or any assignee (including the Lawyers' Fund for Client Protection).

#### 11 VIII. COSTS AND EXPENSES

12 130. In light of Respondent's willingness to resolve this matter by stipulation at an  
13 early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of  
14 \$1,033.33 in accordance with ELC 13.9(i). The Association will seek a money judgment under  
15 ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

#### 16 IX. VOLUNTARY AGREEMENT

17 131. Respondent states that prior to entering into this Stipulation she had an  
18 opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is  
19 entering into this Stipulation voluntarily, and that no promises or threats have been made by  
20 ODC, the Association, nor by any representative thereof, to induce the Respondent to enter into  
21 this Stipulation except as provided herein.

#### 22 X. LIMITATIONS

23 132. This Stipulation is a compromise agreement intended to resolve this matter in



1 accordance with the purposes of lawyer discipline while avoiding further proceedings and the  
2 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer  
3 and ODC acknowledge that the result after further proceedings in this matter might differ from  
4 the result agreed to herein.

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

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


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

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

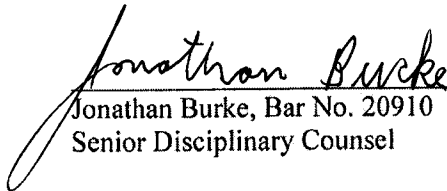
23 137. If this Stipulation is not approved by the Disciplinary Board and Supreme Court,

1 this Stipulation will have no force or effect, and neither it nor the fact of its execution will be  
2 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary  
3 proceeding, or in any civil or criminal action.

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

6   
7 Laurie L. Magan, Bar No. 64086  
8 Respondent

Dated: 5/4/14

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

Dated: 5/8/14