

FILED

Sep 20, 2023

Disciplinary
Board

Docket # 023

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

KRISTI PIMPLETON,
Lawyer (Bar No. 34419).

Proceeding No. 23#00026

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND HEARING OFFICER'S
RECOMMENDATION

The undersigned Hearing Officer held a default hearing via written submissions pursuant to Rule 10.6(b)(3) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW
REGARDING CHARGED VIOLATIONS**

1. The Formal Complaint (Bar File No. 9) charged Kristi Pimpleton with misconduct as set forth therein. A copy of the Formal Complaint is attached to this decision.

2. Under ELC 10.6(a)(4), the Hearing Officer finds that each of the facts set forth in the Formal Complaint is admitted and established.

3. Under ELC 10.6(a)(4), the Hearing Officer concludes that each of the violations charged in the Formal Complaint is admitted and established as follows:

1 **COUNT 1**

2 4. By failing to diligently represent Mach and/or by failing to appear for Mach's hearing,
3 Respondent violated RPC 1.3 and RPC 3.2.

4 **COUNT 2**

5 5. By failing to keep Mach reasonably informed about the status of the case, by failing
6 to respond to Mach's reasonable requests for information, and/or by failing to explain the matter
7 to the extent reasonably necessary to permit Mach to make informed decisions regarding the
8 representation, Respondent violated RPC 1.4(a) and RPC 1.4(b).

9 **COUNT 3**

10 6. By failing to refund unearned fees, Respondent violated RPC 1.5(a), RPC 1.16(d), and
11 RPC 8.4(c).

12 **COUNT 4**

13 7. By failing to respond to disciplinary counsel's requests for a written response to a
14 grievance and for documents, by failing to appear at deposition, and/or by failing to produce
15 records in response to a subpoena, Respondent violated RPC 8.1(b), RPC 8.4(l), and RPC 8.4(d).

16 **COUNT 5**

17 8. By failing to refund unearned fees, Respondent violated RPC 1.5(a), RPC 1.16(d), and
18 RPC 8.4(c).

19 **COUNT 6**

20 9. By failing to deposit Vertheim's fees into a trust account, Respondent violated RPC
21 1.15A(c).

22 **COUNT 7**

23 10. By failing to respond to disciplinary counsel's requests for a response to Vertheim's
24 grievance, Respondent violated RPC 8.1(b), RPC 8.4(l), and RPC 8.4(d).

1 **COUNT 8**

2 11. By failing to respond timely to discovery requests from opposing counsel, by failing
3 to respond to motions to compel and for sanctions, and/or by failing to diligently represent the
4 Erienaus, Respondent violated RPC 1.3 and RPC 3.2.

5 **COUNT 9**

6 12. By failing to respond to discovery requests from opposing counsel, by failing to
7 respond to motions to compel and for sanctions, by failing to appear for hearings on the motions,
8 and/or by failing to comply with the court's orders, Respondent violated RPC 3.4(d) and RPC
9 8.4(d).

10 **COUNT 10**

11 13. By failing to communicate with the Erienaus about the status of their case, by providing
12 the Erienaus with inaccurate information, and/or by failing to respond to the Erienaus' reasonable
13 requests for information, Respondent violated RPC 1.4 and RPC 8.4(c).

14 **COUNT 11**

15 14. By collecting and retaining fees for representation when the services were not
16 performed and/or by failing to refund unearned fees upon termination of the representation,
17 Respondent violated RPC 1.5(a), RPC 1.16(d), and RPC 8.4(c).

18 **COUNT 12**

19 15. By failing to promptly respond to Erienaus's grievance, Respondent violated RPC 8.4(l)
20 and RPC 8.4(d).

21 **COUNT 13**

22 16. By failing to communicate with Russell regarding Russell's case and/or by failing to
23 respond to Russell's requests for information, Respondent violated RPC 1.4(a)(3) and (4).
24

1 **COUNT 14**

2 17. By failing to diligently handle Russell’s case and/or by abandoning Russell’s case,
3 Respondent violated RPC 1.3.

4 **COUNT 15**

5 18. By charging and collecting an unreasonable fee and/or by failing to refund unearned
6 fees, Respondent violated RPC 1.5(a), RPC 1.16(d), and RPC 8.4(c).

7 **COUNT 16**

8 19. By failing to respond promptly to Sharma’s requests for information, by failing to keep
9 Sharma reasonably informed about the status of the matter, by failing to explain the matter to the
10 extent reasonably necessary to permit Sharma to make informed decisions regarding the
11 representation, and/or by providing Sharma with false and/or misleading information, Respondent
12 violated RPC 1.4(a), RPC 1.4(b), and RPC 8.4(c).

13 **COUNT 17**

14 20. By failing to diligently represent Sharma, Respondent violated RPC 1.3.

15 **COUNT 18**

16 21. By continuing to charge Sharma the \$6,000 retainer fee after Sharma already paid the
17 \$6,000 by credit card and/or by collecting fees for work that was not performed, Respondent
18 violated RPC 1.5(a).

19 **COUNT 19**

20 22. By falsely representing to ODC that Respondent spoke with Amazon’s lawyer
21 regarding Sharma’s case and/or by submitting a false billing record to ODC, Respondent violated
22 RPC 8.1(a), RPC 8.4(c), RPC 8.4(l), and RPC 8.4(d).

23 **COUNT 20**

24 23. By failing to respond to discovery requests from opposing counsel, by failing to

1 respond to a motion to compel discovery, failing to appear for a hearing on the motion, and/or by
2 failing to diligently represent Stowell, Respondent violated RPC 1.3 and RPC 3.2.

3 **COUNT 21**

4 24. By failing to pay the sanctions ordered by the court, Respondent violated RPC 8.4(j)
5 and RPC 8.4(d).

6 **COUNT 22**

7 25. By failing to communicate with Stowell about the status of the case, failing to inform
8 Stowell about opposing counsel's discovery requests and motion to compel, and/or failing to
9 respond to Stowell's reasonable requests for information, Respondent violated RPC 1.4.

10 **COUNT 23**

11 26. By failing to promptly respond to Stowell's grievance and/or by failing to appear for
12 deposition, Respondent violated RPC 8.4(l) and RPC 8.4(d).

13 **COUNT 24**

14 27. By failing to communicate with Kleiser regarding the status of the case and/or failing
15 to respond to Kleiser's reasonable requests for information, Respondent violated RPC 1.4(a) and
16 RPC 1.4(b).

17 **COUNT 25**

18 28. By failing to diligently handle Kleiser's case, Respondent violated RPC 1.3.

19 **COUNT 26**

20 29. By charging and collecting an unreasonable fee and/or by failing to refund unearned
21 fees to Kleiser, Respondent violated RPC 1.5(a), RPC 1.16(d), and RPC 8.4(c).

22 **COUNT 27**

23 30. By failing to respond to disciplinary counsel's written requests for a response to
24 Kleiser's grievance, failing to appear for deposition, and/or by failing to produce records in

1 response to a subpoena, Respondent violated RPC 8.4(l), RPC 8.1(b), and RPC 8.4(d).

2 **COUNT 28**

3 31. By committing the acts described in ¶2-395 [of the Formal Complaint], Respondent
4 demonstrated unfitness to practice law in violation of RPC 8.4(n).

5 **FINDINGS OF FACTS AND CONCLUSIONS OF LAW**
6 **REGARDING RECOMMENDED SANCTION**

7 32. Respondent acted knowingly and intentionally with respect to the conduct set forth
8 in the Formal Complaint.

9 33. Respondent caused injury to Nathan Mach, who paid \$3,000 for legal services that
10 Mach did not receive, who had to pay another lawyer to handle the appeal, and whose appeal was
11 delayed.

12 34. Respondent caused injury to Amy Baker, who has been denied a refund of unearned
13 fees and paid \$10,000 for work that was of no value.

14 35. Respondent's failure to properly handle William Verthein's advance flat fee caused
15 potential injury by failing to safeguard Verthein's funds in a trust account.

16 36. Respondent caused serious injury to Jill and Shawn Eriean, who had sanctions
17 imposed against them, whose case was abandoned by Respondent and placed in jeopardy of
18 dismissal, and who paid \$41,000 for work that was of no value.

19 37. Respondent caused injury to Shelby Russell, who was denied legal representation and
20 information about Russell's case and paid \$5,000 for work and/or availability that was of no
21 value.

22 38. Respondent caused serious injury to Amitabh Sharma, whose claim was not pursued,
23 who was deceived and denied information about the status of the case, who was forced to dispute
24 Respondent's duplicate charge to Sharma's credit card, who was billed multiple times for the

1 same \$6,000 fee, and who paid a total of \$12,624 for work that was of no value.

2 39. Respondent caused serious injury to Joseph Stowell, by delaying Stowell's case,
3 causing Stowell unnecessary frustration and anxiety, and exposing Stowell to potential sanctions.

4 40. Respondent caused injury to Judith Ann Kleiser, who was denied legal representation
5 and information about Kleiser's case, paid \$2,500 for work that was of no value, has been denied
6 funds that Kleiser is entitled to receive, and has been unable to hire subsequent counsel to pursue
7 Kleiser's employment case.

8 41. Respondent's failure to cooperate with the grievance investigation caused injury to the
9 legal system by obstructing the investigation and by diminishing public confidence in the
10 profession.

11 42. The following standards of the American Bar Association's Standards for Imposing
12 Lawyer Sanctions ("ABA Standards") (1991 ed. & Feb. 1992 Supp.), set forth below,
13 presumptively apply in this case:

14 43. ABA Standard 4.4 applies to violations of RPC 1.3, RPC 1.4, and RPC 8.4(n); Counts
15 1, 2, 8, 10, 13, 14, 16, 17, 20, 22, 24, 25, and 28:

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.

1 44. ABA Standard 6.2 applies to violations of RPC 3.2, RPC 3.4, and RPC 8.4(j); Counts
2 1, 8, 9, 20, and 21:

3 **6.2 Abuse of the Legal Process**

4 6.21 Disbarment is generally appropriate when a lawyer knowingly violates a court
5 order or rule with the intent to obtain a benefit for the lawyer or another, and causes
6 serious injury or potentially serious injury to a party or causes serious or
7 potentially serious interference with a legal proceeding.

6 6.22 Suspension is generally appropriate when a lawyer knows that he or she is
7 violating a court order or rule, and causes injury or potential injury to a client or a
8 party, or causes interference or potential interference with a legal proceeding.

8 45. ABA Standard 7.0 applies to violations of RPC 1.5, RPC 1.16, RPC 8.1(b), RPC
9 8.4(d), and RPC 8.4(l); Counts 3, 4, 5, 7, 11, 12, 15, 18, 19, 23, 26, and 27:

10 **7.0 Violations of Duties Owed as a Professional**

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

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

16 46. ABA Standard 5.1 applies to violations of RPC 8.4(c); Counts 3, 5, 10, 11, 15, 16, 19,
17 and 26:

18 **5.1 Failure to Maintain Personal Integrity**

19 5.11 Disbarment is generally appropriate when:

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

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

1 5.12 Suspension is generally appropriate when a lawyer knowingly engages in criminal
2 conduct which does not contain the elements listed in Standard 5.11 and that
seriously adversely reflects on the lawyer's fitness to practice.

3 47. ABA Standard 4.1 applies to violations of RPC 1.15A; Count 6:

4 4.1 *Failure to Preserve the Client's Property*

5 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client
property and causes injury or potential injury to a client.

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

8 48. The presumptive sanction for Counts 5, 8-11, 15-22, 26, and 28 is disbarment.

9 49. The presumptive sanction for Counts 1-4, 6, 7, 12-14, 23-25, and 27 is suspension.

10 50. Under In re Disciplinary Proceeding Against Petersen, 120 Wn.2d 833, 854, 846 P.2d
11 1330 (1993), the "ultimate sanction imposed should at least be consistent with the sanction for
12 the most serious instance of misconduct among a number of violations."

13 51. The following aggravating factors set forth in Section 9.22 of the ABA Standards
14 apply in this case:

- 15 (b) dishonest or selfish motive;
- 16 (c) a pattern of misconduct;
- 17 (d) multiple offenses;
- 18 (i) substantial experience in the practice of law [Respondent was admitted to
practice in 2003];
- 19 (j) indifference to making restitution.

20 52. It is an additional aggravating factor that Respondent failed to file an answer to the
Formal Complaint as required by ELC 10.5(a).

21 53. The following mitigating factor set forth in Section 9.32 of the ABA Standards applies
22 to this case:

- 23 (a) absence of a prior disciplinary record.

1 **RECOMMENDATION**

2 54. Based on the ABA Standards and the applicable aggravating and mitigating factors,
3 the Hearing Officer recommends that Respondent Kristi Pimpleton be disbarred. Reinstatement
4 shall be conditioned upon payment of \$41,000 to Shawn Eriean, \$12,642 to Amitabh Sharma,
5 \$5,000 to Shelby Russell, \$3,000 to Nathan Mach, \$10,000 to Amy Baker, and \$2,500 to Judith
6 Ann Kleiser.

7 DATED this _____ day of _____, 2023.

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9 _____
10 Randolph O. Petgrave,
11 Chief Hearing Officer
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FILED

Aug 4, 2023

Disciplinary
Board

Docket # 009

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

KRISTI PIMPLETON,

Lawyer (Bar No. 34419).

Proceeding No. 23#00026

FORMAL COMPLAINT

Under Rule 10.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association charges the above-named lawyer with acts of misconduct under the Washington Supreme Court's Rules of Professional Conduct (RPC) as set forth below.

ADMISSION TO PRACTICE

1. Respondent Kristi Pimpleton was admitted to the practice of law in the State of Washington on November 24, 2003.

FACTS REGARDING COUNTS 1 THROUGH 4

(Mach Grievance)

2. Nathan Mach was employed by the Boeing Company (Boeing) as a calibration specialist for more than a decade.

1 3. On or about August 10, 2021, Boeing terminated Mach's employment.

2 4. Mach applied for unemployment benefits through the Washington State Employment
3 Security Department (ESD).

4 5. On or about November 23, 2021, ESD issued a determination letter denying Mach's
5 application for benefits.

6 6. On or about November 27, 2021, Mach filed an appeal of ESD's denial.

7 7. In March 2022, Mach hired Respondent to handle Mach's appeal.

8 8. By March 8, 2022, Mach paid Respondent's entire fee of \$3,000.

9 9. On March 13, 2022, Respondent sent Mach a message via Dropbox to upload
10 documents or mail them to Respondent's business address at 15117 Main Street in Mill Creek,
11 Washington.

12 10. On March 13, 2022, Mach sent Respondent a reply stating that Mach was uncertain
13 what documents to send.

14 11. Respondent did not respond to Mach's message.

15 12. On March 24, 2022, Respondent sent Mach a one paragraph "update" stating that
16 Respondent had not filed a notice of appearance because Mach had not uploaded documents to
17 Dropbox.

18 13. On March 24, 2022, Mach sent Respondent an email again asking what documents
19 to upload.

20 14. On June 1, 2022, Respondent sent a letter of representation to ESD and requested a
21 copy of ESD's file relating to Mach.

22 15. On August 1, 2022, Mach sent Respondent an email asking if Respondent had heard
23 anything about Mach's appeal and stating that it had been almost a year since Mach applied for

1 unemployment.

2 16. On or about August 25, 2022, the Office of Administrative Hearings (OAH) issued a
3 Notice of Hearing scheduling Mach's hearing for September 15, 2022, to be conducted by
4 telephone.

5 17. The Notice of Hearing was served on Respondent by mail at Respondent's business
6 address, 15117 Main Street in Mill Creek. Respondent also had access to the Notice of Hearing
7 through OAH's online portal.

8 18. On or about September 8, 2022, Respondent filed a motion to continue the hearing
9 due to a scheduling conflict.

10 19. On September 13, 2022, Respondent sent Mach an email stating that a new notice of
11 hearing should issue within a day or two and Respondent would contact Mach to schedule a
12 "preparation appointment."

13 20. On September 13, 2022, Mach sent Respondent an email stating that Mach knew of
14 witnesses who would testify at Mach's hearing.

15 21. On or about September 19, 2022, OAH issued a Notice of Hearing rescheduling
16 Mach's telephone hearing for 8:00 a.m. on October 7, 2022.

17 22. The Notice of Hearing was served on Respondent by mail at Respondent's business
18 address, 15117 Main Street in Mill Creek. Respondent also had access to the Notice of Hearing
19 through OAH's online portal.

20 23. Respondent did not contact Mach to prepare for the hearing.

21 24. Mach tried to contact Respondent prior to the hearing, but Respondent did not
22 respond.

23 25. On October 7, 2022, Mach called in to the hearing.

1 26. Respondent did not call in to the hearing.

2 27. The administrative law judge (ALJ) asked where Mach's lawyer was.

3 28. Mach informed the ALJ that Mach had tried calling and emailing Respondent
4 without success.

5 29. The ALJ waited approximately 15 minutes for Respondent to call in to the hearing.

6 30. Respondent did not call in to the hearing.

7 31. The ALJ agreed to continue Mach's hearing but warned that, if Mach's lawyer failed
8 to appear again, Mach would have to proceed without counsel or find another lawyer.

9 32. On or about October 11, 2022, OAH issued a Notice of Hearing rescheduling
10 Mach's hearing for 1:00 p.m. on November 1, 2022.

11 33. The Notice of Hearing was served on Respondent by mail at Respondent's business
12 address, 15117 Main Street in Mill Creek. Respondent also had access to the Notice of Hearing
13 through OAH's online portal.

14 34. Mach and Mach's spouse tried calling Respondent and leaving messages.

15 35. Respondent did not respond.

16 36. In late October 2022, Mach hired lawyer Rory O'Sullivan to take over Mach's case.

17 37. Respondent did not refund any fees to Mach.

18 **Failure to Cooperate**

19 38. On October 19, 2022, Mach filed a grievance against Respondent.

20 39. On October 24, 2022, ODC sent Respondent a copy of Mach's grievance and a letter
21 requesting Respondent's written response to the grievance and complete client file within thirty
22 (30) days.

23 40. Respondent did not respond to the grievance or provide the client file.

1 41. On November 28, 2022, ODC sent Respondent a letter requiring Respondent's
2 written response to the grievance and the requested documents by December 8, 2022, or ODC
3 would subpoena Respondent for a deposition.

4 42. Respondent did not respond to the grievance or provide the requested documents.

5 43. On December 12, 2022, ODC issued a subpoena duces tecum requiring Respondent
6 to produce records and to appear for Respondent's deposition on December 27, 2022.

7 44. The subpoena duces tecum was served on Respondent by email on December 12,
8 2022 and December 13, 2022.

9 45. Respondent did not appear for the deposition, produce any records, or respond to
10 Mach's grievance.

11 46. Respondent acted knowingly and intentionally with respect to the conduct described
12 in paragraphs 2 to 45 above.

13 47. Respondent caused injury to Mach, who paid \$3,000 for legal services that Mach did
14 not receive, who had to pay another lawyer to handle the appeal, and whose appeal was delayed.

15 48. Respondent's failure to cooperate with the grievance investigation caused injury to
16 the legal system by obstructing the investigation and by diminishing public confidence in the
17 profession.

18 **COUNT 1**

19 49. By failing to diligently represent Mach and/or by failing to appear for Mach's
20 hearing, Respondent violated RPC 1.3 and/or RPC 3.2.

21 **COUNT 2**

22 50. By failing to keep Mach reasonably informed about the status of the case, by failing
23 to respond to Mach's reasonable requests for information, and/or by failing to explain the matter

1 to the extent reasonably necessary to permit Mach to make informed decisions regarding the
2 representation, Respondent violated RPC 1.4(a) and/or RPC 1.4(b).

3 **COUNT 3**

4 51. By failing to refund unearned fees, Respondent violated RPC 1.5(a), RPC 1.16(d),
5 and/or RPC 8.4(c).

6 **COUNT 4**

7 52. By failing to respond to disciplinary counsel's requests for a written response to a
8 grievance and for documents, by failing to appear at deposition, and/or by failing to produce
9 records in response to a subpoena, Respondent violated RPC 8.1(b), RPC 8.4(l), and/or RPC
10 8.4(d).

11 **FACTS REGARDING COUNT 5**

12 **(Baker Grievance)**

13 53. In December 2019, Amy Baker consulted Respondent regarding an employment
14 dispute with Baker's former employer, Umpqua Bank (Umpqua).

15 54. Baker paid Respondent \$1,000 for the consultation.

16 55. After the consultation, Baker hired Respondent to represent Baker in severance
17 negotiations with Umpqua.

18 56. On or about December 18, 2019, Respondent and Baker entered into a fee agreement
19 for a flat fee of \$10,000.

20 57. The fee agreement described the scope of services as writing a demand letter,
21 negotiating with Umpqua, fact finding, and drafting and finalizing a settlement and release
22 agreement.

23 58. The fee agreement stated that, if the representation terminated before Respondent

1 had provided all of the representation described, Baker may be entitled to a refund of all or part
2 of the flat fee; however, the agreement did not set forth how a refund would be calculated.

3 59. In January 2020, Baker paid Respondent \$10,000 for the flat fee.

4 60. In March 2020, Respondent sent Umpqua a demand letter by email.

5 61. When Umpqua did not respond, Respondent told Baker that the demand letter would
6 be served on the president of Umpqua in June 2020.

7 62. On June 24, 2020, Respondent sent Baker an email stating that they were being
8 ignored by Umpqua.

9 63. Respondent did not engage in negotiations with Umpqua or draft or finalize any
10 settlement or release agreements.

11 64. Respondent informed Baker that, if they were to file a lawsuit, Baker would need to
12 enter into a new fee agreement with Respondent and Respondent would credit Baker with half
13 of Baker's \$10,000 flat fee because Umpqua did not negotiate.

14 65. Baker decided not to pursue a lawsuit.

15 66. On August 25, 2020, Baker sent Respondent an email requesting a partial refund of
16 the \$10,000 flat fee.

17 67. On August 27, 2020, Respondent sent Baker an email agreeing to a partial refund but
18 stating for the first time that Respondent needed to review the time spent on Baker's case to
19 determine the refund amount. Respondent wrote, "I will be in touch with you about that soon."

20 68. Respondent did not contact Baker or refund any money.

21 69. On September 27, 2020, Baker sent Respondent an email inquiring about the refund.

22 70. On October 15, 2020, Respondent sent Baker an email stating that Respondent was
23 swamped and "will finish it soon."

1 71. On November 15, 2020, Baker sent Respondent another email inquiring about the
2 refund.

3 72. On November 21, 2020, Respondent sent Baker an email stating that, because Baker
4 paid a flat fee, Respondent had to “go back and review all emails, letters, phone logs, etc.” to
5 determine the time spent on Baker’s case. Respondent wrote that Respondent would try to
6 complete this by December 7, 2020.

7 73. On December 15, 2020, Baker sent Respondent an email stating that Baker’s address
8 had changed and asking the status of Respondent’s review.

9 74. Baker’s email provided Respondent with Baker’s new address in Bellingham, WA.

10 75. Respondent did not respond to Baker’s email.

11 76. On January 15, 2021, Baker sent Respondent an email asking if Respondent had
12 received Baker’s December 15, 2020 email.

13 77. On February 4, 2021, Respondent sent Baker an email stating that Respondent did
14 not have a bookkeeper but would do the accounting over the weekend. Respondent wrote,
15 “allow about a week for the check to arrive in your mailbox.”

16 78. Respondent did not send an accounting or a check to Baker.

17 79. On March 15, 2021, Baker sent Respondent an email asking about the delayed check
18 and reminding Respondent of Baker’s address.

19 80. Respondent did not respond to Baker’s email.

20 81. On April 23, 2021, Baker sent Respondent an email stating that Baker had not heard
21 from Respondent since February 4, 2021. Baker asked if Respondent had received Baker’s
22 March 15, 2021 email.

23 82. Respondent did not respond to Baker’s email.

1 83. On June 8, 2021, Baker sent Respondent an email stating that Baker had not heard
2 from Respondent in four months. Baker asked whether Respondent was receiving Baker's
3 emails.

4 84. Respondent did not respond to Baker's email.

5 85. On July 1, 2021, Baker sent Respondent an email asking when the refund would be
6 issued.

7 86. Respondent did not respond to Baker's email.

8 87. On July 13, 2021, Baker sent an email to Respondent's assistants, Tania Angel and
9 Bobbi Poor, requesting a reply to Baker's earlier communications.

10 88. On July 13, 2021, Angel sent Baker an email stating that Angel would address the
11 matter with Respondent during their next meeting.

12 89. On August 2, 2021, Baker sent Angel and Poor an email requesting an update.

13 90. On August 3, 2021, Respondent's assistant, Alexandra Roman, sent Baker an email
14 stating that Angel no longer worked for the firm, but Poor would request an update from
15 Respondent that week.

16 91. On August 17, 2021, Baker sent Poor and Roman an email requesting an update.

17 92. Baker did not receive a response.

18 93. On August 23, 2021, Baker sent Poor and Roman an email requesting a response.

19 94. On August 25, 2021, Poor sent Baker an email stating that Poor was awaiting
20 information regarding the refund.

21 95. On August 26, 2021, Roman sent Baker an email claiming that the refund check was
22 sent in April.

23 96. On August 26, 2021, Baker sent Roman and Poor an email stating that Baker did not

1 receive a check.

2 97. On September 7, 2021, Baker sent Roman and Poor an email asking if a new check
3 had been mailed.

4 98. Baker did not receive a response.

5 99. On September 28, 2021, Baker sent Roman and Poor an email asking when the
6 check would be reissued and providing Baker's address.

7 100. Poor responded that they would let Respondent know about Baker's email.

8 101. On October 19, 2021, Baker sent Poor and Roman an email requesting an
9 update on when a refund check would be issued.

10 102. Poor responded that they did not have any updates.

11 103. On November 10, 2021, Baker sent Poor and Roman an email checking on the
12 status of the refund.

13 104. Baker did not receive a response.

14 105. On December 6, 2021, Baker sent Poor and Roman an email asking for a status
15 update.

16 106. Baker did not receive a response.

17 107. On February 7, 2022, Baker sent Respondent an email stating that Baker had
18 emailed Respondent several times and called Respondent's office repeatedly without receiving a
19 response. Baker requested a status update on the refund.

20 108. Respondent did not respond to Baker's email.

21 109. On February 14, 2022, Baker sent Respondent an email asking Respondent to
22 keep Respondent's word regarding the refund and make things right.

23 110. On February 16, 2022, Baker filed a grievance with ODC regarding

1 Respondent's failure to refund unearned fees.

2 111. On February 19, 2022, Respondent sent Baker an email stating that Baker would
3 get a refund within 30 days.

4 112. On March 1, 2022, Baker sent Respondent an email repeating Baker's request for
5 a refund.

6 113. Respondent did not refund any money to Baker.

7 114. Respondent acted knowingly and intentionally with respect to the conduct
8 described in paragraphs 53 to 114 above.

9 115. Respondent caused injury to Baker, who has been denied a refund of unearned
10 fees and paid \$10,000 for work that was of no value.

11 **COUNT 5**

12 116. By failing to refund unearned fees, Respondent violated RPC 1.5(a), RPC
13 1.16(d), and/or RPC 8.4(c).

14 **FACTS REGARDING COUNTS 6 and 7**

15 **(Verthein Grievance)**

16 117. In April 2021, William Verthein contacted Respondent's firm for assistance with
17 a claim against Verthein's employer, Amazon Web Services.

18 118. On April 21, 2021, Respondent and Verthein entered into a written fee
19 agreement for a "Coaching and Counseling" appointment.

20 119. A "Coaching and Counseling" appointment included review and analysis of
21 documents provided by the client, research and analysis of case law, formulation of a legal
22 opinion, advice, and strategy to be provided to the client, and a one-hour appointment with
23 Respondent.

1 120. The written fee agreement provided for a \$1,500 flat fee.

2 121. The agreement stated that the \$1,500 was earned on receipt and would not be
3 deposited in a trust account.

4 122. The agreement did not state that the agreement does not alter the client's right to
5 terminate the client-lawyer relationship or that the client may be entitled to a refund of a portion
6 of the fee if the agreed-upon legal services have not been completed.

7 123. Vertheim paid Respondent \$1,500 for the flat fee.

8 124. Respondent did not deposit the \$1,500 in a trust account.

9 125. Following the "Coaching and Counseling" appointment, Vertheim hired
10 Respondent to represent Vertheim in severance negotiations with Amazon.

11 126. On April 29, 2021, Respondent and Vertheim entered into a written fee
12 agreement for an additional flat fee of \$6,000.

13 127. The agreement stated that the \$6,000 was earned on receipt and would not be
14 deposited in a trust account.

15 128. The agreement did not state that the agreement does not alter the client's right to
16 terminate the client-lawyer relationship or that the client may be entitled to a refund of a portion
17 of the fee if the agreed-upon legal services have not been completed.

18 129. Vertheim paid Respondent \$6,000 for the flat fee.

19 130. Respondent did not deposit the \$6,000 in a trust account.

20 **Failure to Cooperate**

21 131. On November 7, 2021, Vertheim filed a grievance against Respondent related to
22 Respondent's fees and lack of communication.

23 132. On November 23, 2021, ODC sent Respondent a copy of Vertheim's grievance

1 and a letter requesting a written response to the grievance within 30 days.

2 133. On or about December 26, 2021, Respondent sent ODC a letter stating that
3 Respondent was having technical problems with Respondent's email account and requesting
4 that correspondence be re-sent to another email address.

5 134. On December 30, 2021, ODC sent Respondent another copy of Vertheim's
6 grievance and extended the deadline for Respondent's response to January 16, 2022.

7 135. Respondent did not respond to the grievance.

8 136. On January 21, 2022, ODC sent Respondent a letter requiring a written response
9 to Vertheim's grievance by February 3, 2022, or ODC would subpoena Respondent for a
10 deposition.

11 137. Respondent did not respond to the grievance.

12 138. On February 22, 2022, ODC issued a subpoena duces tecum requiring
13 Respondent to produce records and appear for deposition on March 16, 2022.

14 139. On March 10, 2022, Respondent submitted a written response to Vertheim's
15 grievance.

16 140. On March 15, 2022, Respondent produced Vertheim's client records in response
17 to the subpoena.

18 141. Respondent acted knowingly and intentionally with respect to the conduct
19 described in paragraphs 117 to 140 above.

20 142. Respondent's failure to properly handle Vertheim's advance flat fee caused
21 potential injury by failing to safeguard Vertheim's funds in a trust account.

22 143. Respondent's failure to cooperate with the grievance investigation caused injury
23 to the legal system by obstructing the investigation and by diminishing public confidence in the

1 profession.

2 **COUNT 6**

3 144. By failing to deposit Vertheim's fees into a trust account, Respondent violated
4 RPC 1.15A(c).

5 **COUNT 7**

6 145. By failing to respond to disciplinary counsel's requests for a response to
7 Vertheim's grievance, Respondent violated RPC 8.1(b), RPC 8.4(i), and/or RPC 8.4(d).

8 **FACTS REGARDING COUNTS 8 THROUGH 12**

9 **(Erieau Grievance)**

10 146. On or about August 7, 2020, Shawn and Jill Erieau hired Respondent to advise
11 them regarding a contract dispute with Transblue LLC (Transblue), a landscaping company
12 hired to do work on the Erieaus' property.

13 147. The Erieaus paid Respondent a flat fee of \$1,000 for this "Coaching and
14 Counseling" service.

15 148. On August 28, 2020, the Erieaus hired Respondent to pursue settlement
16 negotiations with Transblue.

17 149. Under their written fee agreement, the Erieaus paid Respondent a flat fee of
18 \$7,500 for this representation.

19 150. On or about February 16, 2021, Respondent sent Transblue's counsel, Jonathan
20 McQuade, a demand letter offering to settle the Erieaus' legal claims for \$91,714.10.

21 151. When the demand did not result in a settlement, the Erieaus hired Respondent to
22 represent them in a lawsuit against Transblue.

23 152. On July 28, 2021, the Erieaus and Respondent entered into a flat fee agreement

1 that covered legal representation from the initiation of a lawsuit through trial, with fees assigned
2 to specific phases of litigation.

3 153. The agreement set fees of \$7,500 for the initiation of a lawsuit, \$7,500 for
4 written discovery, \$7,500 for depositions, \$5,000 for dispositive motions and summary
5 judgment, \$3,000 for pre-trial, \$5,000 for mediation, and \$10,000 for trial.

6 154. On August 27, 2021, Respondent filed a lawsuit on behalf of the Erienaus against
7 Transblue in Snohomish County Superior Court No. 21-2-03965-31.

8 155. On February 14, 2022, Transblue served First Interrogatories and Requests for
9 Production on Respondent by email and mail. Respondent received the interrogatories and
10 requests for production, but did not respond by the due date.

11 156. On March 21, 2022, McQuade emailed Respondent requesting a date and time
12 for a CR 26(i) conference. McQuade's email stated that, if McQuade did not hear from
13 Respondent, McQuade would call Respondent at 9:00 a.m. on March 22, 2022.

14 157. Respondent did not respond to the email.

15 158. On March 22, 2022, McQuade called Respondent at 9:00 a.m. and Respondent
16 did not answer. McQuade left a voice mail and sent an email stating that if McQuade did not
17 hear from Respondent, McQuade would call again in the afternoon.

18 159. McQuade called Respondent the afternoon of March 22. Respondent did not
19 answer. McQuade sent a follow-up email stating that if McQuade did not hear from Respondent
20 by the end of the day, McQuade would seek relief from the court.

21 160. On March 30, 2022, Transblue filed a Motion to Compel Discovery, and served
22 it on Respondent by email and mail.

23 161. Respondent did not respond to McQuade's messages or to Transblue's motion to

1 compel.

2 162. On April 14, 2022, McQuade filed a Reply with the court, requesting that the
3 motion be granted and that the Erienaus be ordered to pay Transblue \$1,500 for fees and costs.
4 The Reply was emailed and mailed to Respondent.

5 163. On April 15, 2022, the court found that the Erienaus' failure to respond to
6 discovery and failure to confer were discovery violations. The court granted Transblue's
7 motion, ordered the Erienaus to respond to discovery within 15 days, and ordered the Erienaus to
8 pay Transblue \$1,500 within seven days of entry of the order.

9 164. Respondent did not attend the hearing, did not inform the Erienaus of the motion
10 to compel or the court's April 15, 2022 order, did not respond to discovery, and did not pay the
11 \$1,500 in sanctions.

12 165. McQuade emailed and mailed the court's April 15, 2022 order to Respondent
13 and called Respondent's office, but no one answered.

14 166. Respondent did not made any attempt to communicate with McQuade or
15 otherwise move the case forward.

16 167. On September 6, 2022, Transblue filed a motion for CR 37(b)(2) sanctions due to
17 the Erienaus' failure to comply with the court's order to compel and to pay sanctions. The
18 motion was served on Respondent by email and by mail.

19 168. Respondent did not respond to the motion for sanctions, but on September 6,
20 2022, sent McQuade interrogatory responses that were signed by the Erienaus on July 23, 2022.

21 169. McQuade sent Respondent an email asking about production of documents.
22 Respondent provided the documents but did not respond to the motion for CR 37(b)(2)
23 sanctions.

1 170. Meanwhile, the Erienaus were trying to reach Respondent, and resorted to
2 submitting intake forms through Respondent's website. In response, Respondent sent the
3 Erienaus a September 6, 2022 update, writing in part, "[t]here are no deadlines right now,"
4 "[w]hile I understand you want your case to move along, I do not understand the urgency," and
5 "[y]our case is moving along at a normal pace." Respondent also directed the Erienaus not to use
6 the website intake system to communicate with Respondent.

7 171. On September 15, 2022, Transblue filed a third motion, Defendant's Motion for
8 CR 37(b)(2) Sanctions and Order of Contempt Due to Plaintiff's Failure to Comply with
9 Court's Compel and Sanctions Order, seeking dismissal of the Erienaus' claims and additional
10 sanctions. The motion was served on Respondent by email and by mail.

11 172. Respondent did not respond to the motion, did not produce further discovery, and
12 did not pay the sanctions ordered by the court in April 2022.

13 173. On September 27, 2022, the court found that the Erienaus' failure to pay sanctions
14 was willful and deliberate. The court granted Transblue's motion, ordered the Erienaus to pay an
15 additional \$2,000 in sanctions within seven days, and ordered that, if total sanctions of \$3,500
16 were not paid within seven days, Transblue may seek dismissal of the Erienaus' claims in their
17 entirety and with prejudice.

18 174. Respondent did not attend the hearing, did not inform the Erienaus of Transblue's
19 motion for CR 37(b)(2) sanctions or the court's September 27, 2022 order, and did not pay the
20 sanctions.

21 175. On September 28, 2022, McQuade sent Respondent an email attaching the
22 court's September 27, 2022 order.

23 176. Respondent did not communicate with McQuade until March 2023, when

1 Respondent informed McQuade that Respondent was withdrawing.

2 177. Shawn Eriean discovered the September 27, 2022 order through the court's
3 website and Eriean's own research. The Eriean called and emailed Respondent, but
4 Respondent not respond.

5 178. Respondent wrote a February 7, 2023 letter to the Eriean stating that
6 Respondent would be filing a notice of withdrawal and would evaluate the Eriean's account to
7 determine whether a partial refund of fees was warranted.

8 179. After receiving the February 7 letter, the Eriean tried again to reach Respondent
9 by telephone and email, without success.

10 180. Respondent did not respond or file a notice of withdrawal with the court.

11 181. The Eriean paid Respondent a total of \$41,000 in fees: \$1,000 for Coaching
12 and Counseling, \$7,500 for settlement negotiation, \$7,500 for initiation of lawsuit, \$7,500 for
13 written discovery, \$7,500 for depositions, \$5,000 for two additional depositions, and \$5,000 for
14 dispositive motions and summary judgment. In addition, the Eriean paid \$389.50 in costs.

15 182. Under Respondent's fee agreement, the \$7,500 fee for written discovery included
16 "answering and propounding one set of interrogatories and requests for production."

17 183. Respondent's late answers and failure to respond to McQuade's emails,
18 telephone calls, and motions resulted in the Eriean being sanctioned twice by the court.

19 184. Under Respondent's fee agreement, the \$7,500 deposition fee included
20 "defending each of Clients' depositions and taking the deposition of one witness."

21 185. Respondent never took a deposition, never defended a deposition, and never
22 scheduled a deposition in the Eriean's case.

23 186. Under Respondent's fee agreement, the \$7,500 fee for dispositive motions and

1 summary judgment included “bringing, if plausible, and defending against.”

2 187. Respondent did not file or respond to dispositive motions or motions for
3 summary judgment in the Erienaus’ case.

4 188. Respondent has not refunded any money to the Erienaus.

5 **Failure to Cooperate**

6 189. On February 2, 2023, Shawn EriEAU filed a grievance with ODC.

7 190. On February 17, 2023, ODC sent Respondent a copy of EriEAU’s grievance and a
8 letter requesting Respondent’s response within 30 days.

9 191. Respondent did not respond.

10 192. On April 5, 2023, ODC sent Respondent a letter requiring Respondent’s response
11 to the grievance by April 17, 2023, or ODC would subpoena Respondent for a deposition.

12 193. Respondent did not respond.

13 194. On April 26, 2023, ODC issued a notice of intent to take deposition and a
14 subpoena duces tecum for Respondent’s non-cooperation deposition regarding EriEAU’s
15 grievance. Respondent was personally served with the notice and subpoena on May 3, 2023,
16 and appeared for Respondent’s deposition on May 23, 2023.

17 195. Respondent acted knowingly and intentionally with respect to the conduct
18 described in paragraphs 146 to 194 above.

19 196. Respondent caused serious injury to the Erienaus, who had sanctions imposed
20 against them, whose case was abandoned by Respondent and placed in jeopardy of dismissal,
21 and who paid \$41,000 for work that was of no value.

22 197. Respondent’s failure to cooperate with the grievance investigation caused injury
23 to the legal system by obstructing the investigation and by diminishing public confidence in the

1 profession.

2 **COUNT 8**

3 198. By failing to respond timely to discovery requests from opposing counsel, by
4 failing to respond to motions to compel and for sanctions, and/or by failing to diligently
5 represent the Erienaus, Respondent violated RPC 1.3 and/or RPC 3.2.

6 **COUNT 9**

7 199. By failing to respond to discovery requests from opposing counsel, by failing to
8 respond to motions to compel and for sanctions, by failing to appear for hearings on the
9 motions, and/or by failing to comply with the court's orders, Respondent violated RPC 3.4(d)
10 and/or RPC 8.4(d).

11 **COUNT 10**

12 200. By failing to communicate with the Erienaus about the status of their case, by
13 providing the Erienaus with inaccurate information, and/or by failing to respond to the Erienaus'
14 reasonable requests for information, Respondent violated RPC 1.4 and/or RPC 8.4(c).

15 **COUNT 11**

16 201. By collecting and retaining fees for representation when the services were not
17 performed and/or by failing to refund unearned fees upon termination of the representation,
18 Respondent violated RPC 1.5(a), RPC 1.16(d), and/or RPC 8.4(c).

19 **COUNT 12**

20 202. By failing to promptly respond to EriEAU's grievance, Respondent violated RPC
21 8.4(l) and/or RPC 8.4(d).

22 **FACTS REGARDING COUNTS 13 THROUGH 15**

23 **(Russell Grievance)**

203. In July 2021, Shelby Russell contacted Respondent for representation regarding

1 discrimination and retaliation claims against Russell's employer, King County. Russell had just
2 been demoted and was seeking a severance package.

3 204. Russell paid Respondent \$1,000 for a "Coaching and Counseling" session, then
4 hired Respondent for ongoing representation.

5 205. On August 25, 2021, Respondent and Russell entered into a written fee
6 agreement for a \$5,000 availability retainer and a 30% contingency fee on any settlement or
7 judgment. The retainer fee was to "reserve Sapphire Legal's time and focus on Client's case"
8 and to ensure "Sapphire Legal's availability for legal representation of Client during the
9 pendency of Client's case."

10 206. Russell paid the \$5,000 retainer.

11 207. During fall 2021, Russell emailed Respondent's paralegal and Respondent about
12 the delay in issuing a demand letter.

13 208. While waiting for Respondent's demand letter, Russell was terminated.

14 209. On January 23, 2022, Respondent sent Russell a draft demand letter for review,
15 apologized for taking so long, and asked Russell to comment via Dropbox, not by email.

16 210. Russell could not comment via Dropbox because the comment feature was
17 turned off.

18 211. Russell tried to reach Respondent multiple times by email and telephone but
19 received no response other than repeated messages telling Russell to submit comments via
20 Dropbox.

21 212. In March 2022, Russell tried mailing comments to Respondent's Mill Creek
22 business address, but the mail was returned "unclaimed, unable to forward."

23 213. On or about March 29, 2022, Respondent sent Russell an "update" stating that

1 Russell had not made edits to the demand letter and, if Respondent did not receive Russell's
2 edits or approval to send the letter, Respondent would put Russell's file on hold for six months.
3 Respondent again directed Russell to respond via Dropbox, not by email.

4 214. It was still impossible for Russell to comment via Respondent's Dropbox and
5 Russell was unable to reach Respondent by other means.

6 215. In or around April 2022, Russell drove to Respondent's Mill Creek address to
7 hand-deliver a response, but the address was a virtual mail service.

8 216. On April 7, 2022, Russell filed a grievance with ODC.

9 217. In a written response to the grievance, Respondent offered to refund Russell
10 \$1,000.

11 218. However, Respondent did not made any additional attempts to contact Russell or
12 send a refund.

13 219. During the course of Respondent's representation, Respondent was not available
14 for the services that Russell and Respondent agreed to in the August 2021 fee agreement.

15 220. Respondent did not earn the \$5,000 retainer Russell paid Respondent to be
16 available.

17 221. Respondent acted knowingly and intentionally with respect to the conduct
18 described in paragraphs 203 to 220 above.

19 222. Respondent caused injury to Russell, who was denied legal representation and
20 information about Russell's case and paid \$5,000 for work and/or availability that was of no
21 value.

22 **COUNT 13**

23 223. By failing to communicate with Russell regarding Russell's case and/or by

1 failing to respond to Russell's requests for information, Respondent violated RPC 1.4(a)(3) and
2 (4).

3 **COUNT 14**

4 224. By failing to diligently handle Russell's case and/or by abandoning Russell's
5 case, Respondent violated RPC 1.3.

6 **COUNT 15**

7 225. By charging and collecting an unreasonable fee and/or by failing to refund
8 unearned fees, Respondent violated RPC 1.5(a), RPC 1.16(d), and/or RPC 8.4(c).

9 **FACTS REGARDING COUNTS 16 THROUGH 19**

10 **(Sharma Grievance)**

11 226. On or about October 1, 2021, Amazon terminated Amitabh Sharma's
12 employment.

13 227. Sharma contacted Respondent's firm, Sapphire Legal, PLLC, for an
14 appointment. Respondent spoke with Sharma on the phone.

15 228. Respondent charged Sharma a flat fee of \$1,500 for this "Coaching and
16 Counseling" appointment, which Sharma paid.

17 229. On or about October 7, 2021, Sharma hired Respondent to represent Sharma in a
18 wrongful termination claim against Amazon.

19 230. Sharma's goal was to be reinstated.

20 231. Sharma and Respondent entered into a written fee agreement that provided for an
21 hourly fee and a retainer fee of \$6,000. The retainer fee was described as "non-refundable and
22 earned on receipt" "to ensure Sapphire Legal's availability to represent Client during Client's
23 case."

1 232. The agreed scope of services was for representation regarding Sharma's
2 termination of employment from Amazon, and could include an investigation into the reasons
3 for termination, settlement negotiations, and/or litigation of Sharma's legal claims.

4 233. On or about October 7, 2021, Sharma paid Respondent the \$6,000 by credit card
5 through QuickBooks Payments.

6 234. On or about November 27, 2021, Respondent resubmitted the charge through
7 another application, Square.

8 235. Sharma disputed the charge through Square because the \$6,000 QuickBooks
9 transaction was charged to Sharma and already paid.

10 236. Respondent opposed the dispute.

11 237. In March 2022, the dispute was resolved in Sharma's favor and Sharma
12 recovered the \$6,000 charged through Square.

13 238. Respondent continued to bill Sharma for the \$6,000, even though Sharma sent
14 multiple emails to Respondent explaining the issue.

15 239. On October 11, 2021, Respondent sent Sharma a draft demand letter for review
16 and comment. Respondent wrote, "[w]hen I receive it back, we will finalize it and send it to
17 Amazon's registered agent."

18 240. Sharma approved the letter.

19 241. Andrew Moriarty of Perkins Coie represented Amazon in Sharma's case.

20 242. Moriarty received an October 12, 2021 demand letter from Respondent.

21 243. Respondent sent billing invoices to Sharma reflecting that Respondent spoke
22 with Amazon's lawyer on November 29, November 30, and December 7, 2021.

23 244. However, Respondent had not spoken to Amazon's lawyers at all about

1 Sharma's case.

2 245. On January 15, 2022, Sharma sent Respondent an email requesting an update.

3 246. On January 18, 2022, Sharma sent Respondent and Respondent's paralegal an
4 email stating that Sharma had left messages for the past three days, without a response.

5 247. On January 23, 2022, Sharma sent Respondent and Respondent's paralegal an
6 email stating that Sharma had called and emailed but received no response.

7 248. On January 31, 2022, Sharma sent Respondent an email asking if Respondent
8 had received a reply from Amazon.

9 249. On February 3, 2022, Sharma sent Respondent an email, expressing concern that
10 Sharma had sent emails and called Respondent's office to learn the status of Sharma's case, but
11 received no response.

12 250. On February 3, 2022, Respondent sent an email to Sharma, stating in part, "I
13 spoke with one of Amazon's attorneys last week and there seemed to be continued confusion
14 over who was assigned your case. I am waiting to hear back."

15 251. This was a false statement.

16 252. On February 4, 2022, Respondent sent an email to Sharma, stating:

17 Amazon's attorney told me today that she is investigating the allegations in the
18 demand letter and will get back to me as soon as she is finished. This is an
19 attorney I deal with regularly and she is usually very prompt so I expect we will
hear back soon. I will set a reminder to follow up with her in a week. I will let
you know if I hear anything back before then.

20 253. This was a false statement.

21 254. When Sharma did not hear anything further, Sharma sent Respondent several
22 emails asking whether Amazon's lawyer had responded and, if not, requesting advice on next
23 steps.

1 255. Respondent did not respond.

2 256. On March 21, 2022, Moriarty sent Respondent an email and received an
3 automatic reply that Respondent was preparing for trial and Respondent would respond “as soon
4 as I am able.”

5 257. This was the last contact Moriarty had with Respondent about Sharma’s matter.

6 258. On March 26, 2022, Respondent issued a billing invoice to Sharma for \$6,550;
7 representing the original \$6,000 retainer fee, \$250 for a December 7, 2021 telephone call with
8 Amazon’s lawyer, \$200 to respond to Sharma’s payment dispute, and \$100 to email Sharma in
9 February 2022.

10 259. On March 27, 2022, Sharma sent Respondent an email reiterating that
11 QuickBooks never voided the first credit card charge for \$6,000, offered to show Respondent
12 the credit card statements, questioned being charged for Respondent’s opposition to Sharma’s
13 credit card dispute, and pointed out that there had been no progress in the case for almost six
14 months.

15 260. On April 11, 2022, Respondent billed Sharma again for the \$6,550. Sharma
16 reminded Respondent that Sharma paid the \$6,000, never received a refund, and offered to show
17 Respondent the credit card statements.

18 261. Sharma’s email concluded, “I have not seen any progress in my case at all,
19 whereas it has been almost six months. Therefore, please treat this email as a notice that I do
20 not wish to continue with your services.”

21 262. On September 7, 2022, Respondent billed Sharma again for the \$6,550.

22 263. In total, Sharma paid Respondent \$5,124.95 in hourly fees, a \$1,500 flat fee, and
23 \$6,000 for the retainer fee.

1 regarding the representation, and/or by providing Sharma with false and/or misleading
2 information, Respondent violated RPC 1.4(a), RPC 1.4(b), and/or RPC 8.4(c).

3 **COUNT 17**

4 271. By failing to diligently represent Sharma, Respondent violated RPC 1.3.

5 **COUNT 18**

6 272. By continuing to charge Sharma the \$6,000 retainer fee after Sharma already
7 paid the \$6,000 by credit card and/or by collecting fees for work that was not performed,
8 Respondent violated RPC 1.5(a).

9 **COUNT 19**

10 273. By falsely representing to ODC that Respondent spoke with Amazon's lawyer
11 regarding Sharma's case and/or by submitting a false billing record to ODC, Respondent
12 violated RPC 8.1(a), RPC 8.4(c), RPC 8.4(l), and/or RPC 8.4(d).

13 **FACTS REGARDING COUNTS 20 THROUGH 23**

14 **(Stowell Grievance)**

15 274. Joseph Stowell was employed by the City of Oak Harbor (the City) as the City
16 Engineer. In July 2018, Stowell resigned.

17 275. On or about August 19, 2018, Stowell retained Respondent to handle Stowell's
18 employment case.

19 276. Respondent and Stowell entered into a contingency fee agreement and a joint
20 representation agreement, under which Respondent agreed to represent both Stowell and
21 Catherine Rosen, the City's Public Works Director.

22 277. On or about September 22, 2020, Respondent filed a lawsuit on behalf of Stowell
23 and Rosen in Island County Superior Court No. 20-2-00334-15.

1 278. The defendants were the City of Oak Harbor, the City Administrator, and the
2 Mayor. The defendants were represented by the law firm Fisher & Phillips, LLP.

3 279. Toward the end of 2021 and in 2022, Stowell had difficulty reaching
4 Respondent.

5 280. In October 2021, defense counsel made attempts to schedule Stowell's
6 deposition with Respondent, but Respondent did not respond.

7 281. On October 14, 2021, Respondent failed to appear for Rosen's Zoom deposition.

8 282. Respondent's paralegal subsequently emailed defense counsel that Respondent's
9 internet was not working and that Respondent lost Respondent's cell phone and could not call.

10 283. On November 15, 2021, defense counsel sent Respondent another email to
11 schedule Stowell's deposition. Respondent did not respond.

12 284. On or about November 20, 2021, Respondent sent Stowell an email stating that
13 Respondent had been having issues with email. Respondent suggested that Stowell call
14 Respondent's office.

15 285. On or about November 28, 2021, Respondent sent clients an email blast stating
16 that due to personnel issues Respondent was working without the help of support staff.
17 Respondent acknowledged, "I am aware there have been issues with client communication."
18 Respondent assured clients that any messages left would be returned and that Respondent's
19 email would be repaired by the following Monday.

20 286. On or about December 8, 2021, Respondent emailed Stowell a timeline for
21 Stowell's case and a draft public records request for Stowell's review.

22 287. On January 6, 2022, Stowell sent Respondent an email requesting an update on
23 discovery. Respondent did not respond.

1 288. On January 13, 2022, Stowell sent Respondent an email requesting a response.
2 Respondent did not respond.

3 289. On January 20, 2022, Stowell sent Respondent an email noting that dates on the
4 timeline appeared to be passing and expressing concern. Respondent did not respond.

5 290. On January 24, 2022, Stowell left a voicemail message for Respondent.
6 Respondent did not respond.

7 291. On January 25, 2022, defense counsel sent Respondent an email to schedule
8 Stowell's deposition. Respondent did not respond.

9 292. On January 26, 2022, Stowell sent Respondent an email requesting an update.

10 293. Although Respondent's paralegal stated that Respondent would pay the cost of
11 Rosen's failed deposition, Respondent did not respond to defense counsel's requests for
12 payment dated January 12, 2022, February 3, 2022, and February 24, 2022.

13 294. On January 31, 2022, defense counsel sent Respondent an email to schedule
14 Stowell's deposition. Respondent did not respond.

15 295. On or about February 3, 2022, Respondent informed Stowell that Respondent
16 had drafted a rough discovery request and would finalize it.

17 296. On February 8, 2022, defense counsel sent Respondent an email to schedule
18 Stowell's deposition. Respondent did not respond

19 297. On April 12, 2022, defense counsel notified Respondent that a CR26(i)
20 conference was set for April 18, 2022. Respondent failed to appear for the CR 26(i) conference.

21 298. On April 18, 2022, defense counsel sent Respondent an email stating that they
22 would be filing a motion to compel. Respondent did not respond.

23 299. On May 19, 2022, defense counsel filed a motion to compel Stowell's deposition

1 and served it on Respondent by email, Fed-Ex, and the United States Postal Service.

2 300. On June 3, 2022, Stowell sent Respondent an email stating that Stowell had
3 learned that a hearing on a motion to compel was scheduled for June 6th in Island County
4 Superior Court. Stowell wrote, “[c]an you please contact me ASAP to let me know what is
5 going on? Is this something we need to attend? If not, what happens?”

6 301. Respondent did not respond to those questions, but on the same date, Respondent
7 sent Stowell an email inviting Stowell to bi-weekly meetings with Rosen and Rosen’s new
8 counsel.

9 302. Respondent did not file a response to the motion and did not appear at the
10 hearing.

11 303. On June 6, 2022, the court entered an order requiring Stowell to submit to a
12 videotaped deposition within five weeks, ordering Stowell to pay the defendants’ fees and costs
13 to bring the motion, and ordering Respondent to pay \$340 in sanctions to defense counsel for
14 the Rosen deposition that Respondent failed to attend. The \$340 was due by June 30, 2022.

15 304. On June 6, 2022, Respondent sent defense counsel an email stating that
16 Respondent had just learned of the motion to compel and had not received counsel’s messages.

17 305. On June 7, 2022, Stowell sent Respondent an email expressing concern about
18 Respondent’s lack of communication and failure to respond to the motion to compel. Stowell
19 requested follow up by the end of the week.

20 306. On June 13, 2022, Respondent sent Stowell a Dropbox message requesting
21 Stowell’s availability for a deposition. Stowell replied but did not receive a response.

22 307. On June 17, 2022, Stowell sent Respondent an email about the deposition.

23 308. Respondent did not respond.

1 309. Stowell attempted to call Respondent on three land line numbers and all were out
2 of service.

3 310. Stowell left a message on Respondent's cell phone but received no response.

4 311. On June 20 and 21, 2022, Stowell sent Respondent emails requesting contact.

5 312. On June 21, 2022, Respondent emailed Stowell, acknowledging receipt of
6 Stowell's messages.

7 313. The following day, Respondent advised Stowell that Stowell's deposition would
8 likely be July 1, 2022 and Respondent would send notice when it was confirmed. Respondent
9 also advised Stowell that Respondent had decided to withdraw.

10 314. On June 23, 25, 27, and 28, 2022, Stowell requested Stowell's file and asked
11 whether confirmation of the deposition date had been received.

12 315. On June 28, 2022, Respondent provided part of Stowell's file.

13 316. The next day, Respondent sent Stowell general information about depositions
14 and stated they would prepare for the deposition the evening of June 30th.

15 317. On June 30, 2022, Respondent sent Stowell an email stating that Respondent did
16 not receive a deposition notice and that opposing counsel was not available until mid-August
17 2022.

18 318. Stowell sent Respondent emails on July 6, 13, 20, and 27, 2022 in which Stowell
19 described having difficulty securing new counsel and asked for updates on the deposition date.

20 319. On July 29, 2022, Respondent sent Stowell an email stating that Respondent had
21 been dealing with a family problem involving Respondent's stepdaughter and would let Stowell
22 know about Stowell's deposition.

23 320. On August 22, 2022, a new lawyer sent Respondent an email stating that they

1 were taking over Stowell's representation and requesting the client file.

2 321. On August 26, 2022, Respondent sent a generic letter to multiple clients,
3 including Stowell, stating that Respondent was withdrawing due to an ongoing family matter.

4 322. On or about September 9, 2022, Respondent filed a Notice of Intent to Withdraw
5 in Stowell's lawsuit.

6 323. Respondent did not pay the \$340 in sanctions ordered by the court.

7 **Failure to Cooperate**

8 324. On June 20, 2022, Stowell filed a grievance with ODC.

9 325. On June 29, 2022, ODC sent Respondent a copy of the grievance and requested
10 Respondent's response within 30 days.

11 326. Respondent did not respond to the grievance.

12 327. On August 16, 2022, ODC sent Respondent a letter requiring Respondent's
13 written response to the grievance within 10 days or ODC would issue a subpoena for
14 Respondent's deposition.

15 328. Respondent did not respond.

16 329. On September 13, 2022, ODC served Respondent with a subpoena duces tecum
17 for Respondent's deposition to be held on October 21, 2022 at 9:30 a.m. in the WSBA offices.

18 330. On September 20, 2022, Respondent acknowledged service of the subpoena.
19 Respondent also inquired whether the deposition could be conducted remotely via Zoom instead
20 of in person.

21 331. On September 22, 2022, ODC sent Respondent an email stating that ODC would
22 consider Respondent's request for a Zoom deposition after ODC received Respondent's records
23 responsive to the subpoena.

1 332. When ODC did not receive any records from Respondent, ODC sent Respondent
2 an October 19, 2022 email stating that ODC had not received any records. ODC requested that,
3 if Respondent believed the records were submitted, Respondent provide the date and the method
4 of transmittal.

5 333. Respondent did not respond until October 21, 2022 at 9:25 a.m., when
6 Respondent sent ODC an email attaching a letter regarding Stowell's grievance. The letter
7 included five exhibits, far fewer than the complete client file subpoenaed.

8 334. At 9:41 a.m., Respondent sent an email to ODC stating that Respondent was
9 unable to login to the deposition because Respondent did not have the Zoom information.

10 335. At 9:43 a.m., ODC responded that the deposition was in person at the WSBA
11 office. Respondent did not respond or appear for the deposition.

12 336. At 10:06 a.m., ODC sent an email asking Respondent to contact ODC that day to
13 reschedule the deposition.

14 337. Respondent did not contact ODC until October 25, 2022, when Respondent
15 falsely claimed to have produced Stowell's client file, except for emails, "a couple weeks ago."

16 338. On October 26, 2022, ODC emailed Respondent a letter informing Respondent
17 that Respondent's deposition was scheduled for November 17, 2022 at 9:30 a.m. in the WSBA
18 office. The letter asked Respondent to confirm receipt of ODC's letter.

19 339. Respondent did not respond.

20 340. On November 7, 2022, ODC emailed Respondent a letter, notice of intent to take
21 deposition, and a subpoena duces tecum for the November 17, 2022 deposition.

22 341. On November 11, 2022, Respondent uploaded thousands of pages to ODC's Box
23 File Drop. All of the pages were marked with "Stowell."

1 342. Respondent did not otherwise communicate with ODC.

2 343. On November 15, 2022, ODC sent Respondent an email acknowledging receipt
3 of the documents and reiterating that Respondent's deposition was scheduled for November 17,
4 2022 at 9:30 a.m. in the WSBA office.

5 344. On November 17, 2022, Respondent did not appear for the deposition.

6 345. ODC left messages at Respondent's business and personal telephone numbers
7 and sent Respondent an email.

8 346. Respondent did not respond.

9 347. Respondent acted knowingly and intentionally with respect to the conduct
10 described in paragraphs 274 to 346 above.

11 348. Respondent caused serious injury to Stowell, by delaying Stowell's case, causing
12 Stowell unnecessary frustration and anxiety, and exposing Stowell to potential sanctions.

13 349. Respondent's failure to cooperate with the grievance investigation caused injury
14 to the legal system by obstructing the investigation and by diminishing public confidence in the
15 profession.

16 **COUNT 20**

17 350. By failing to respond to discovery requests from opposing counsel, by failing to
18 respond to a motion to compel discovery, failing to appear for a hearing on the motion, and/or
19 by failing to diligently represent Stowell, Respondent violated RPC 1.3 and/or RPC 3.2.

20 **COUNT 21**

21 351. By failing to pay the sanctions ordered by the court, Respondent violated RPC
22 8.4(j) and/or RPC 8.4(d).

1 **COUNT 22**

2 352. By failing to communicate with Stowell about the status of the case, failing to
3 inform Stowell about opposing counsel's discovery requests and motion to compel, and/or
4 failing to respond to Stowell's reasonable requests for information, Respondent violated RPC
5 1.4.

6 **COUNT 23**

7 353. By failing to promptly respond to Stowell's grievance and/or by failing to appear
8 for deposition, Respondent violated RPC 8.4(l) and/or RPC 8.4(d).

9 **FACTS REGARDING COUNTS 24 THROUGH 27**

10 **(Kleiser Grievance)**

11 354. In September 2022, Judith Kleiser submitted a request via Respondent's website
12 for assistance regarding an employment matter.

13 355. On September 19, 2022, Respondent telephoned Kleiser to obtain additional
14 information. Kleiser told Respondent that Kleiser's former employer forced Kleiser to retire
15 and failed to pay \$47,000 in sales commissions.

16 356. On September 21, 2022, Kleiser and Respondent entered into an Agreement for
17 Legal Services that described the scope of representation as follows:

18 Attorney has agreed to represent Client regarding recovering her commissions
19 [sic] payments from Client's former Employer. The representation will begin
20 with a demand letter and negotiations. If negotiations fail, Attorney will advise
21 Client and they will mutually decide whether or not to file a lawsuit. . . .

22 357. The Agreement's retainer fee provisions stated that "in addition to the
23 Contingency Fee, Client agrees to pay Attorney a non-refundable Retainer Fee of \$2500 upon
execution of this Agreement."

358. The retainer was "for legal representation of Client during the pendency of

1 severance negotiations.”

2 359. Kleiser paid Respondent \$2,000 on September 21, 2022 and \$500 on September
3 22, 2022.

4 360. On September 23, 2022, Respondent sent Kleiser a “welcome” email and sent an
5 invitation to upload documents to Dropbox.

6 361. Kleiser uploaded several files to Dropbox and subsequently tried contacting
7 Respondent by email, telephone, and through Respondent’s website to confirm that the
8 documents were received.

9 362. Respondent never responded.

10 363. On October 4, 2022, Kleiser sent Respondent an email stating that Kleiser had
11 tried to contact Respondent five times without a response.

12 364. Respondent did not respond.

13 365. On October 8, 2022, Kleiser sent Respondent an email stating that it was
14 important Kleiser speak with Respondent, noting that Kleiser’s former company had been sold.

15 366. Respondent did not respond.

16 367. On October 12, 2022, Kleiser sent Respondent an email asking, “would you
17 please contact me.”

18 368. Respondent did not respond.

19 369. On October 17, 2022, Kleiser sent Respondent an email explaining that Kleiser
20 had more information and requesting contact “ASAP.”

21 370. Respondent did not respond.

22 371. Hearing nothing from Respondent, in October 2022, Kleiser went to
23 Respondent’s business address, in Mill Creek, and discovered that the address was only a virtual

1 mailbox service.

2 372. Respondent's mailbox had been closed the month before for nonpayment.

3 373. On November 10, 2022, Kleiser filed a grievance with ODC.

4 374. On November 16, 2022, ODC sent Respondent a copy of the grievance and
5 requested a response.

6 375. On December 17, 2022, Respondent sent Kleiser a draft demand letter and
7 message via Dropbox, apologizing for the delay.

8 376. Kleiser sent Respondent an email commenting on the letter, noting that
9 Respondent's contact information was no longer valid, and asking to speak with Respondent.
10 Kleiser also tried calling Respondent twice.

11 377. Respondent did not respond.

12 378. Instead, Respondent sent Kleiser a February 9, 2023 letter stating that, because
13 Kleiser did not edit the demand letter, Respondent was closing the file.

14 379. Respondent wrote that Kleiser's \$2,500 retainer fee was non-refundable, but that
15 Respondent would refund \$600 before March 31, 2023.

16 380. To date, Respondent has not refunded any money to Kleiser.

17 **Failure to Cooperate**

18 381. As noted above, on November 10, 2022, Kleiser filed a grievance with ODC.

19 382. On November 16, 2022, ODC requested Respondent's response to the grievance
20 within 30 days.

21 383. Respondent did not respond.

22 384. On January 4, 2023, ODC sent Respondent a letter requiring Respondent's
23 written response to the grievance by January 16, 2023 or ODC would subpoena Respondent for

1 a deposition.

2 385. Respondent did not respond.

3 386. On February 22, 2023, ODC issued a notice of intent to take deposition and
4 subpoena duces tecum for Respondent's deposition to be held via Zoom on March 13, 2023 at
5 9:30 a.m.

6 387. On March 9, 2023, disciplinary counsel left a voicemail message on
7 Respondent's telephone of record, reminding Respondent of the March 13, 2023 deposition and
8 the requirement to produce records.

9 388. Respondent did not respond.

10 389. On March 10, 2023, ODC sent Respondent an email reminding Respondent of
11 the March 13, 2023 deposition, the requirement to produce records, and the Zoom information.

12 390. Respondent did not respond.

13 391. On March 13, 2023, at 9:09 a.m., ODC sent Respondent another email reminding
14 Respondent of the deposition scheduled to begin at 9:30 a.m., the Zoom information, and the
15 subpoena requiring the production of records.

16 392. Respondent did not appear for the deposition, produce any records, or respond to
17 ODC's efforts to contact Respondent.

18 393. Respondent acted knowingly and intentionally with respect to the conduct
19 described in paragraphs 354 to 392 above.

20 394. Respondent caused injury to Kleiser, who was denied legal representation and
21 information about Kleiser's case, paid \$2,500 for work that was of no value, has been denied
22 funds that Kleiser is entitled to receive, and has been unable to hire subsequent counsel to
23 pursue Kleiser's employment case.

1 395. Respondent's failure to cooperate with the grievance investigation caused injury
2 to the legal system by obstructing the investigation and by diminishing public confidence in the
3 profession.

4 **COUNT 24**

5 396. By failing to communicate with Kleiser regarding the status of the case and/or
6 failing to respond to Kleiser's reasonable requests for information, Respondent violated RPC
7 1.4(a) and/or RPC 1.4(b).

8 **COUNT 25**

9 397. By failing to diligently handle Kleiser's case, Respondent violated RPC 1.3.

10 **COUNT 26**

11 398. By charging and collecting an unreasonable fee and/or by failing to refund
12 unearned fees to Kleiser, Respondent violated RPC 1.5(a), RPC 1.16(d), and/or RPC 8.4(c).

13 **COUNT 27**

14 399. By failing to respond to disciplinary counsel's written requests for a response to
15 Kleiser's grievance, failing to appear for deposition, and/or by failing to produce records in
16 response to a subpoena, Respondent violated RPC 8.4(l) and/or RPC 8.1(b), and/or RPC 8.4(d).

17 **COUNT 28**

18 400. By committing the acts described in ¶2-395, Respondent demonstrated unfitness
19 to practice law in violation of RPC 8.4(n).

20
21 THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for
22 Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation,
23 restitution, and assessment of the costs and expenses of these proceedings.

1 Dated this 4th day of August, 2023.

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4 Erica Temple, Bar No. 28458
5 Managing Disciplinary Counsel
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