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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
ROY EARL MORRISS,
Lawyer (Bar No. 34969).

Proceeding No. 15#00063
ODC File No(s). 14-01782, 15-00018, 15-00432, 15-00467, 15-00520, and 15-00874
RESIGNATION FORM OF ROY EARL MORRISS (ELC 9.3(b))

I, Roy Earl Morriss, being duly sworn, hereby attests to the following:

1. I am over the age of eighteen years and am competent. I make the statements in this affidavit from personal knowledge.
2. I was admitted to practice law in the State of Washington on June 11, 2004.
3. I was served with a Formal Complaint and Notice to Answer in this matter on or about September 9, 2015.
4. I am aware that, following a default hearing, a hearing officer entered Findings of Fact, Conclusions of Law and Hearing Officer's Recommendation (decision) in this matter on November 24, 2015. I am also aware that the Disciplinary Board declined sua sponte review of

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1 the decision and adopted it. The matter is awaiting a final order from the Washington Supreme
2 Court.

3 5. I have voluntarily decided to resign from the Washington State Bar Association (the
4 Association) in Lieu of Discipline under Rule 9.3 of the Rules for Enforcement of Lawyer
5 Conduct (ELC).

6 6. The formal complaint and the hearing officer's decision attached hereto as Exhibit
7 A and constitute Disciplinary Counsel's statement of alleged misconduct for purposes of ELC
8 9.3(b). I am aware of the alleged misconduct stated in disciplinary counsel's statement but, rather
9 than defend against the allegations, I wish to permanently resign from membership in the
10 Association.

11 7. I am submitting with this affidavit a check in the amount of \$1233.33 made out to
12 the Washington State Bar Association as payment for expenses and costs under ELC 9.3(g).

13 8. I agree to pay restitution as follows:

- 14 • Charles Carpenter - \$500
- 15 • Thomas J. Paulson - \$1000
- 16 • Bruce and Elaine Nicholson - \$1000
- 17 • Melinda Schellhase - \$2000
- 18 • Bonnie Thompson - \$1000

19 9. I agree to pay any restitution that may be ordered by a Review Committee (to
20 Monique Patenaude and/or Travis Navarro) under ELC 9.3(g).

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

23 11. I understand that my resignation is permanent and that any future application by me

1 for reinstatement as a member of the Association is currently barred. If the Supreme Court
2 changes this rule or an application is otherwise permitted in the future, it will be treated as an
3 application by one who has been disbarred for ethical misconduct, and that, if I file an application,
4 I will not be entitled to a reconsideration or reexamination of the facts, complaints, allegations,
5 or instances of alleged misconduct on which this resignation was based.

6
7 12. I agree to (a) notify all other states and jurisdictions in which I am admitted of this
8 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in any
9 other states and jurisdictions in which I am admitted; and (c) provide disciplinary counsel with
10 copies of this notification and any response(s). I acknowledge that this resignation could be
11 treated as a disbarment by all other jurisdictions.

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

16 14. I agree that when applying for any employment, I will disclose the resignation in
17 lieu of discipline in response to any question regarding disciplinary action or the status of my
18 license to practice law.

19 15. I understand that my resignation becomes effective on disciplinary counsel's
20 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) disciplinary
21 counsel must do so promptly following receipt of this document and payment of costs and
22 expenses.

23 16. When my resignation becomes effective, I agree to be subject to all restrictions that

1 apply to a disbarred lawyer.

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

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

7 19. I certify under penalty of perjury under the laws of the State of Washington that the
8 foregoing is true and correct.

9 6/9/17 Tacoma, WA.
Date and Place

[Signature]
Roy Earl Morriss, Bar No. 34969

10 SUBSCRIBED AND SWORN to before me this 9 day of MAY, 2017.



11 [Signature]
NOTARY PUBLIC for the state of
12 Washington, residing at ROYALLVP

13 My commission expires: 12/13/17

14 ENDORSED BY:

15 _____
16 Sachia Stonefeld Powell, Disciplinary Counsel
Bar No. 21166



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7 BEFORE THE
8 DISCIPLINARY BOARD
9 OF THE
WASHINGTON STATE BAR ASSOCIATION

10 In re

11 **ROY EARL MORRISS,**
12 Lawyer (Bar No. 34969).

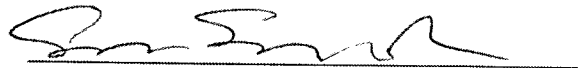
Proceeding No. 15#00063

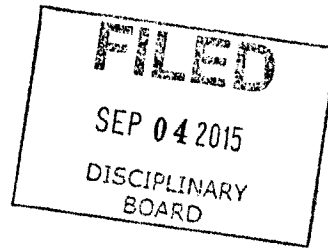
ODC File No(s). 14-01782, 15-00018, 15-
00432, 15-00467, 15-00520, and 15-00874

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

15
16 The attached Formal Complaint, filed on September 4, 2015, in Proceeding No.
17 15#00063, and Findings of Fact, Conclusions of Law and Hearing Officer's Recommendation,
18 filed on November 24, 2015, in the same proceeding, constitute Disciplinary Counsel's
19 statement of alleged misconduct under Rule 9.3(b)(1) of the Rules for Enforcement of Lawyer
20 Conduct.

21 DATED this 27th day of April, 2017.

22 
23 Sachia Stonefeld Powell, Bar No. 21166
Disciplinary Counsel



BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

ROY EARL MORRISS,
Lawyer (Bar No. 34969).

Proceeding No. 15#00063
FORMAL COMPLAINT

Under Rule 10.3 of the 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 Rules of Professional Conduct (RPC) as set forth below.

ADMISSION TO PRACTICE

1. On June 11, 2014, the Washington Supreme Court admitted Respondent Roy Earl Morriss to the practice law.
2. On April 29, 2015, the Court suspended Morriss's license to practice law for failure to pay licensing fees and failure to comply with reporting requirements for trust accounts, insurance, and mandatory continuing legal education.
3. Morriss has remained in a suspended status since April 29, 2015.

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1 **FACTS REGARDING COUNTS 1-5 [Patenaude Grievance]**

2 4. In December 2013, Monique Patenaude and her co-plaintiffs filed a Complaint for
3 Trespass and Quiet Title: Shunn, et al v. Dick, et al, Snohomish County Superior Court Case
4 No. 13-2-09240-7.

5 5. On or about June 8, 2014, Patenaude hired Morriss to represent her and her co-
6 plaintiffs.

7 6. Patenaude paid Morriss \$1,000 in advance of the performance of services.

8 7. Co-plaintiff Thomas J. Paulson also paid Morriss \$1,000 in advance of the
9 performance of services.

10 8. Some or all of the fees paid in advance were never earned or incurred.

11 9. Morriss never provided Patenaude or her co-plaintiffs with a fee agreement or an
12 invoice.

13 10. Morriss failed to communicate the scope of the representation and/or the basis or
14 rate of the fee to his clients.

15 11. Morriss never appeared in the pending litigation.

16 12. Morriss failed to act with reasonable diligence and promptness in representing his
17 clients.

18 13. Over the next few months, Morriss did not respond to emails and voicemails from
19 Patenaude and her co-plaintiffs.

20 14. Morriss failed to reasonably consult with his clients, failed to keep his clients
21 reasonably informed about the status of the matter, and failed to promptly comply with
22 reasonable requests for information.

23 15. Patenaude and her co-plaintiffs terminated Morriss, requested an accounting, and

1 requested the return of unearned fees.

2 16. Morriss failed to respond.

3 17. On September 2, 2014, Samuel Rodabough, Patenaude's subsequent lawyer, wrote
4 to Morriss reminding him that Patenaude had terminated Morriss. Rodabough requested an
5 accounting and requested the return of unearned fees.

6 18. Morriss never provided an accounting or any refund of unearned fees.

7 19. Morriss acted at least knowingly by failing to act diligently or communicate
8 adequately and by failing to explain or account for fees and refund unearned fees.

9 20. Morriss caused actual and potential serious injury to Patenaude and her co-
10 plaintiffs, and to the legal system.

11 **COUNT 1**

12 21. By failing to communicate the scope of the representation and/or the basis or rate
13 of the fee to his clients, Morriss violated RPC 1.5(b).

14 **COUNT 2**

15 22. By failing to act with reasonable diligence and promptness in representing his
16 clients, Morriss violated RPC 1.3.

17 **COUNT 3**

18 23. By failing to reasonably consult with his clients, failing to keep his clients
19 reasonably informed, and/or failing to promptly comply with reasonable requests for
20 information, Morriss violated RPC 1.4.

21 **COUNT 4**

22 24. By failing to promptly provide a written accounting upon request, Morriss violated
23 RPC 1.15A(e).

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COUNT 5

25. By failing to refund an advance payment of fee that was not earned or incurred, Morriss violated RPC 1.16(d).

FACTS REGARDING COUNTS 6-9 [Nicholson Grievance]

26. In October 2014, Bruce and Elaine Nicholson paid Morris \$1,000 to resolve "access issues" on the Nicholsons' Redmond property.

27. Morriss failed to take any action on the Nicholsons' matter.

28. Morriss never earned the fees that the Nicholsons paid him.

29. Morriss failed to respond to the Nicholsons' reasonable requests for information.

30. On November 21, 2014, the Nicholsons emailed Morriss expressing their frustration that Morriss did not respond to their calls or emails, as developers were interested in their property.

31. Morriss did not respond.

32. On November 25, 2014, and December 9, 2014, the Nicholsons' lawyer, Robert Gould, wrote Morriss on their behalf to terminate Morriss's services and request a refund.

33. Morriss did not respond.

34. Morriss failed to make any refund.

35. On January 2, 2015, Bruce Nicholson filed a grievance with ODC.

36. On January 8, 2015, ODC forwarded Nicholson's grievance to Morriss requesting a response within 30 days.

37. Morriss failed to respond.

38. On February 11, 2015, ODC sent Morriss a letter requiring a response within 10 days.

1 39. Morriss failed to respond.

2 40. Morriss acted knowingly by failing to diligently represent Nicholson, by failing to
3 communicate adequately with Nicholson, by failing to refund fees upon termination of the
4 representation, and by failing to respond to ODC.

5 41. Morriss caused actual and potential serious injury to the Nicholsons, and to the
6 legal system.

7 **COUNT 6**

8 42. By failing to act with reasonable diligence and promptness in representing his
9 clients, Morriss violated RPC 1.3.

10 **COUNT 7**

11 43. By failing to reasonably consult with his clients, failing to keep his clients
12 reasonably informed, and/or failing to promptly comply with reasonable requests for
13 information, Morriss violated RPC 1.4.

14 **COUNT 8**

15 44. By failing to refund an advance payment of fee that was not earned or incurred,
16 Morriss violated RPC 1.16(d).

17 **COUNT 9**

18 45. By failing to promptly respond to an inquiry or request made under the ELC for
19 information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(f).

20 **FACTS REGARDING COUNTS 10-15 [Schellhase Grievance]**

21 46. In April 2012, Melinda Schellhase paid Morriss \$2,000 in advance to represent her
22 in a property dispute with her neighbor.

23 47. Some or all of the fees paid in advance were never earned or incurred.

1 48. Morriss suggested they wait until Schellhase's ex-husband, who lived in the same
2 area, settled his different property dispute with the same neighbor.

3 49. In September 2013, Schellhase's ex-husband settled his case.

4 50. In May 2014, Morriss visited Schellhase's property but did nothing.

5 51. In November and December 2014, Schellhase asked for an accounting.

6 52. In response, Morriss promised to "get to work on that."

7 53. On January 15, 2015, Schellhase emailed Morriss demanding a refund by
8 January 23, 2015.

9 54. On January 29, 2015, Morris responded: "The information and funds you
10 requested are now in the mail."

11 55. That statement was not true.

12 56. Schellhase did not receive any information or any refund.

13 57. On February 17, 2015, Schellhase followed up with another email to Morriss.

14 58. Morriss responded that he would "make sure" it went out.

15 59. Schellhase never received an accounting or a refund.

16 60. On March 9, 2015, Schellhase filed a grievance with ODC.

17 61. On March 13, 2013, ODC forwarded Schellhase's grievance to Morriss requesting
18 a response within 30 days.

19 62. Morriss failed to respond.

20 63. On April 16, 2015, ODC sent Morriss a letter requiring a response to the grievance
21 within 10 days.

22 64. Morriss failed to respond.

23 65. Morriss acted knowingly in misrepresenting that he had mailed information and a

1 refund, failing to diligently represent Schellhase, failing to communicate with her, failing to
2 promptly provide a written accounting, failing to refund unearned fees, and failing to promptly
3 respond to an inquiry or request under the ELC.

4 66. Morriss caused actual and potential serious injury to Schellhase, and to the legal
5 system.

6 **COUNT 10**

7 67. By failing to act with reasonable diligence and promptness in representing his
8 client, Morriss violated RPC 1.3.

9 **COUNT 11**

10 68. By failing to communicate with his client, Morriss violated RPC 1.4.

11 **COUNT 12**

12 69. By misrepresenting that he had mailed information and a refund to his client,
13 Morriss violated RPC 8.4(c).

14 **COUNT 13**

15 70. By failing to promptly provide a written accounting upon request, Morriss violated
16 RPC 1.15A(e).

17 **COUNT 14**

18 71. By failing to refund an advance payment of fee that was not earned or incurred,
19 Morriss violated RPC 1.16(d).

20 **COUNT 15**

21 72. By failing to promptly respond to an inquiry or request made under the ELC for
22 information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(l).

23 **FACTS REGARDING COUNTS 16-19 [Carpenter Grievance]**

1 73. Charles Carpenter paid Morriss \$500 to write a letter to Carpenter's neighbor
2 regarding a boundary dispute.

3 74. Morriss never wrote the letter.

4 75. Morriss never refunded the \$500.

5 76. For a month, Carpenter tried to reach Morriss by telephone.

6 77. Morriss did not return a single telephone call.

7 78. On March 13, 2015, Carpenter filed a grievance with ODC.

8 79. On March 16, 2015, ODC forwarded Carpenter's grievance to Morriss requesting a
9 response within 30 days.

10 80. Morriss failed to respond.

11 81. On April 21, 2015, ODC sent Morriss a letter requiring a response to the Carpenter
12 grievance within 10 days.

13 82. Morriss failed to respond.

14 83. On May 18, 2015, ODC called Morriss, reached his voicemail, and left a message.

15 84. Morriss failed to return the call.

16 85. Morriss acted knowingly in failing to diligently represent Carpenter, by failing to
17 communicate adequately with Carpenter, failing to refund unearned fees, and failing to
18 promptly respond to an inquiry or request under the ELC.

19 86. Morriss caused actual and potential serious injury to Carpenter, and to the legal
20 system.

21 **COUNT 16**

22 87. By failing to act with reasonable diligence and promptness in representing his
23 client, Morriss violated RPC 1.3.

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COUNT 17

88. By failing to communicate with his client, Morriss violated RPC 1.4.

COUNT 18

89. By failing to refund an advance payment of fee that was not earned or incurred, Morriss violated RPC 1.16(d).

COUNT 19

90. By failing to promptly respond to an inquiry or request made under the ELC for information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(I).

FACTS REGARDING COUNTS 20-23 [Navarro Grievance]

91. On December 10, 2010, Travis Navarro hired Morriss to sue Navarro's southern neighbor for building on her property. Navarro signed an hourly fee agreement and paid Morriss \$400 in cash that day.

92. Navarro gave Morris documentation about the land dispute and made additional payments to Morriss when she could.

93. Navarro tried for months to reach Morriss without success.

94. Navarro discovered that Morriss's telephone number had been disconnected and that he had vacated his Everett office without notifying her.

95. Later, through a mutual acquaintance, Navarro obtained new contact information for Morriss.

96. In August 2013, after Navarro called to say she had another \$1,500 to apply to his fee, Morriss met Navarro at Morriss's Everett apartment building.

97. Morriss took the \$1,500, but he did not provide a receipt.

98. Morriss again became difficult to reach.

1 99. In 2014, Navarro's neighbor began moving a fence between their properties.
2 Navarro demanded that Morriss do something.

3 100. On October 27, 2014, Navarro sent a text message to Morriss seeking confirmation
4 that a lawsuit "has been filed today 10/27/14."

5 101. A few minutes later, Morriss sent Navarro a text message to assure her that he was
6 on top of the situation. Morriss stated, "I'll see about having him served today or tomorrow."

7 102. Navarro requested the case number, but Morriss never provided one.

8 103. Morris did not file a lawsuit for Navarro.

9 104. Morriss sent a text message to Navarro that she was terminating his services due to
10 "ethic issues." Navarro demanded return of her file and unearned fees so that she could hire a
11 new lawyer.

12 105. Morriss failed to return either the documents or any funds to Navarro.

13 106. Morriss received a total of \$4,800 from Navarro.

14 107. On March 19, 2015, Navarro filed a grievance with ODC.

15 108. On March 24, 2015, ODC forwarded Navarro's grievance to Morriss requesting a
16 response within 30 days.

17 109. Morriss failed to respond.

18 110. On April 28, 2015, ODC sent Morriss a letter requiring a response to the Navarro
19 grievance within 10 days.

20 111. Morriss failed to respond.

21 112. Morriss acted knowingly in failing to diligently represent Navarro, by failing to
22 communicate adequately with Navarro, failing to refund unearned fees, and failing to promptly
23 respond to an inquiry or request under the ELC.

1 113. Morriss caused actual and potential serious injury to Navarro, and to the legal
2 system.

3 **COUNT 20**

4 114. By failing to act with reasonable diligence and promptness in representing his
5 client, Morriss violated RPC 1.3.

6 **COUNT 21**

7 115. By failing to communicate with his client, Morriss violated RPC 1.4.

8 **COUNT 22**

9 116. By failing to refund an advance payment of fee that was not earned or incurred,
10 and/or by failing to return papers and property to which his client was entitled, Morriss violated
11 RPC 1.16(d).

12 **COUNT 23**

13 117. By failing to promptly respond to an inquiry or request made under the ELC for
14 information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(f).

15 **FACTS REGARDING COUNTS 24-27 [Thompson Grievance]**

16 118. On February 21, 2015, Bonnie Thompson hired Morriss and wrote a check for
17 \$1,000, as an advance fee for Morriss to write letters to Snohomish County government officials
18 and otherwise assist a homeowners' group concerned about Pilchuck River bank erosion.

19 119. After the February 21, 2015 meeting, both Thompson and her brother-in-law, who
20 owned a home in the impacted area, attempted to contact Morriss repeatedly without success.

21 120. Morriss did not respond to telephone calls to his office and cellular telephone
22 numbers. Eventually, messages could not be left, as Morriss's voicemail was full. Email
23 messages went unanswered.

1 121. On April 14, 2015, Thompson sent a termination letter to Morriss and requested a
2 refund. Morriss failed to respond. He never refunded unearned fees. He never wrote
3 government officials as requested.

4 122. On May 12, 2015, Thompson filed a grievance with ODC.

5 123. On May 13, 2015, ODC forwarded Thompson's grievance to Morriss requesting a
6 response within 30 days.

7 124. Morriss failed to respond.

8 125. On June 16, 2015, ODC sent Morriss a letter requiring a response by June 29,
9 2015.

10 126. Morriss failed to respond.

11 127. Morriss acted knowingly in failing to diligently represent Thompson, failing to
12 communicate adequately with Thompson, failing to return unearned fees, and failing to
13 promptly respond to an inquiry or request under the ELC.

14 128. Morriss caused actual and potential serious injury to Thompson, and to the legal
15 system.

16 **COUNT 24**

17 129. By failing to act with reasonable diligence and promptness in representing his
18 client, Morriss violated RPC 1.3.

19 **COUNT 25**

20 130. By failing to communicate with his client, Morriss violated RPC 1.4.

21 **COUNT 26**

22 131. By failing to refund an advance payment of fee that was not earned or incurred,
23 and/or by failing to return papers and property to which his client was entitled, Morriss violated

1 | RPC 1.16(d).

2 | **COUNT 27**

3 | 132. By failing to promptly respond to an inquiry or request made under the ELC for
4 | information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(l).

5 | **FACTS REGARDING COUNT 28 (All Grievants)**

6 | 133. ODC alleges and realleges the facts set forth above.

7 | 134. In or about March or April 2015, Morriss abandoned his law practice and moved
8 | out of state.

9 | 135. Morriss failed to notify at least the clients identified above that he was unavailable
10 | and no longer practicing law.

11 | 136. Morriss failed to provide new contact information to at least these clients.


12 | 137. Morriss acted knowingly and caused actual and potential serious injury to his
13 | clients.

14 | **COUNT 28**

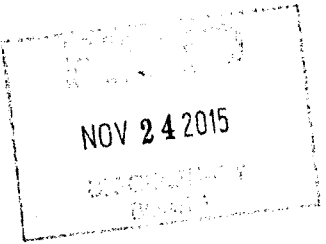
15 | By abandoning his law practice and moving out of state without notifying his clients,
16 | Morriss violated RPC 1.3, 1.4, and/or 1.16(d).

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

20 | Dated this 4th day of September, 2015.

21 | 
22 | _____
23 | Linda B. Eide, Bar No. 10637
Managing Disciplinary Counsel

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

ROY EARL MORRISS,

Lawyer (Bar No. 34969).

Proceeding No. 15#00063

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

The undersigned Hearing Officer held a default hearing on November 17, 2015 under Rule 10.6 of the Rules for Enforcement of Lawyer Conduct (ELC).

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

1. The Formal Complaint (Bar File No. 7) charged Roy Earl Morriss with misconduct as set forth therein.
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, except that a typographical error in paragraph 1 of the Formal Complaint is corrected to read that Respondent Morriss was admitted to practice in Washington on June 11, 2004, not June 11, 2014. See Eide Declaration.
3. Under ELC 10.6(a)(4), the Hearing Officer concludes that each of the violations

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1 | charged in the Formal Complaint (Bar File No. 7) is admitted and established as follows:

2 | 4. Count 1: By failing to communicate the scope of the representation and the basis
3 | or rate of the fee to his clients, Morriss violated RPC 1.5(b).

4 | 5. Count 2: By failing to act with reasonable diligence and promptness in
5 | representing his clients, Morriss violated RPC 1.3.

6 | 6. Count 3: By failing to reasonably consult with his clients, failing to keep his clients
7 | reasonably informed, and failing to promptly comply with reasonable requests for information,
8 | Morriss violated RPC 1.4.

9 | 7. Count 4: By failing to promptly provide a written accounting upon request,
10 | Morriss violated RPC 1.15A(e).

11 | 8. Count 5: By failing to refund an advance payment of fee that was not earned or
12 | incurred, Morriss violated RPC 1.16(d).

13 | 9. Count 6: By failing to act with reasonable diligence and promptness in
14 | representing his clients, Morriss violated RPC 1.3.

15 | 10. Count 7: By failing to reasonably consult with his clients, failing to keep his clients
16 | reasonably informed, and failing to promptly comply with reasonable requests for information,
17 | Morriss violated RPC 1.4.

18 | 11. Count 8: By failing to refund an advance payment of fee that was not earned or
19 | incurred, Morriss violated RPC 1.16(d).

20 | 12. Count 9: By failing to promptly respond to an inquiry or request made under the
21 | ELC for information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(l).

22 | 13. Count 10: By failing to act with reasonable diligence and promptness in
23 | representing his client, Morriss violated RPC 1.3.

24 |

- 1 14. Count 11: By failing to communicate with his client, Morriss violated RPC 1.4.
- 2 15. Count 12: By misrepresenting that he had mailed information and a refund to his
3 client, Morriss violated RPC 8.4(c).
- 4 16. Count 13: By failing to promptly provide a written accounting upon request,
5 Morriss violated RPC 1.15A(e).
- 6 17. Count 14: By failing to refund an advance payment of fee that was not earned or
7 incurred, Morriss violated RPC 1.16(d).
- 8 18. Count 15: By failing to promptly respond to an inquiry or request made under the
9 ELC for information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(l).
- 10 19. Count 16: By failing to act with reasonable diligence and promptness in
11 representing his client, Morriss violated RPC 1.3.
- 12 20. Count 17: By failing to communicate with his client, Morriss violated RPC 1.4.
- 13 21. Count 18: By failing to refund an advance payment of fee that was not earned or
14 incurred, Morriss violated RPC 1.16(d).
- 15 22. Count 19: By failing to promptly respond to an inquiry or request made under the
16 ELC for information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(l).
- 17 23. Count 20: By failing to act with reasonable diligence and promptness in
18 representing his client, Morriss violated RPC 1.3.
- 19 24. Count 21: By failing to communicate with his client, Morriss violated RPC 1.4.
- 20 25. Count 22: By failing to refund an advance payment of fee that was not earned or
21 incurred, and by failing to return papers and property to which his client was entitled, Morriss
22 violated RPC 1.16(d).
- 23 26. Count 23: By failing to promptly respond to an inquiry or request made under the
24

1 ELC for information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(l).

2 27. Count 24: By failing to act with reasonable diligence and promptness in
3 representing his client, Morriss violated RPC 1.3.

4 28. Count 25: By failing to communicate with his client, Morriss violated RPC 1.4.

5 29. Count 26: By failing to refund an advance payment of fee that was not earned or
6 incurred, and by failing to return papers and property to which his client was entitled, Morriss
7 violated RPC 1.16(d).

8 30. Count 27: By failing to promptly respond to an inquiry or request made under the
9 ELC for information relevant to a grievance, Morriss violated RPC 8.1(b) and RPC 8.4(l).

10 31. Count 28: By abandoning his law practice and moving out of the state without
11 notifying his clients, Morriss violated RPC 1.3, RPC 1.4, and RPC 1.16(d).

12 **FINDINGS OF FACTS AND CONCLUSIONS OF LAW**
13 **REGARDING RECOMMENDED SANCTION**

14 32. The following standards of the American Bar Association's Standards for
15 Imposing Lawyer Sanctions ("ABA Standards") (1991 ed. & Feb. 1992 Supp.) presumptively
16 apply in this case:

17 **4.1 Failure to Preserve the Client's Property** [Counts 4 and 13 – RPC 1.15A(e)]

18 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client
19 property and causes injury or potential injury to a client.

20 **4.4 Lack of Diligence** [Counts 2, 3, 6, 7, 10, 11, 16, 17, 20, 21, 24, 25, and 28 – RPC 1.3
21 and RPC 1.4]

22 4.41 Disbarment is generally appropriate when:

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

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

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

1 **7.0 Violations of Duties Owed as a Professional** [Counts 1, 5, 8, 9, 12, 14, 15, 18, 19,
2 22, 23, 26, 27, and 28 – RPC 1.16(d), RPC 1.5(b), RPC 8.1(b), RPC 8.4(c), and RPC
3 8.4(l)]

4 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
5 conduct that is a violation of a duty owed as a professional with the intent to
6 obtain a benefit for the lawyer or another, and causes serious or potentially
7 serious injury to a client, the public, or the legal system.

8 33. For knowingly failing to provide a written accounting upon request causing actual
9 and potential serious injury as alleged in Counts 4 and 13, the presumptive sanction is
10 disbarment under ABA Standard 4.11.

11 34. For knowingly failing to perform services for a client causing at least potentially
12 serious injury as alleged in Counts 2, 3, 6, 7, 10, 11, 16, 17, 20, 21, 24, 25, and 28, the
13 presumptive sanction is disbarment under ABA Standard 4.41(b). For knowingly abandoning
14 his practice causing actual serious harm to multiple clients as alleged in Count 28, the
15 presumptive sanction is disbarment under ABA Standard 4.41(a).

16 35. For knowingly violating professional duties with the intent to benefit the lawyer
17 causing at least potentially serious injury to the client, the public, or the legal system as alleged
18 in Counts 1, 5, 8, 9, 12, 14, 15, 18, 19, 22, 23, 26, 27, and 28, the presumptive sanction is
19 disbarment under ABA Standard 7.1.

20 36. Where, as in this case, the Hearing Officer finds multiple ethical violations, the
21 “ultimate sanction imposed should at least be consistent with the sanction for the most serious
22 instance of misconduct among a number of violations.” In re Petersen, 120 Wn2d 833, 854
23 (1993) (quoting ABA Standards at 6). In this case, the presumptive sanction for each count and
24 for each charged violation is disbarment.

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

- 1 (b) dishonest or selfish motive [Morriss selfishly abandoned his practice and
moved to Alabama];
2 (c) bad faith obstruction of the disciplinary proceeding by intentionally
failing to comply with rules or orders of the disciplinary agency; and
3 (i) substantial experience in the practice of law [Morriss was admitted in
2004].
4

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

7 39. The following mitigating factor set forth in Section 9.32 of the ABA Standards
8 applies to this case:

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

10 40. Considering the aggravating factors and one mitigating factor, I find no basis to
11 depart from the presumptive sanction of disbarment for each count as set forth above.

12 **ADDITIONAL FINDINGS AND CONCLUSIONS REGARDING RESTITUTION**

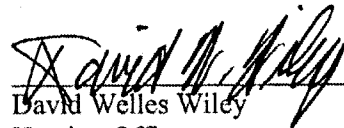
13 41. Morriss charged Charles Carpenter a \$500 flat fee to write a letter about a
14 boundary dispute. He failed to write the letter, and he failed to make any refund. Morriss
15 collected advance fee payments from the following clients in the following amounts: Monique
16 Patenaude - \$1,000 and Thomas J. Paulson - \$1,000; Bruce and Elaine Nicholson - \$1,000;
17 Melinda Schellhase - \$2,000; Travis Navarro - \$4,800; Bonnie Thompson - \$1,000. He failed to
18 make any refund to these clients, and he failed to do the requested work. An order of restitution
19 is appropriate because Morriss failed to complete the representation and failed to refund
20 unearned fees, resulting in financial injury to the listed clients. ELC 13.7(a).

21 **RECOMMENDATION**

22 42. Based on the ABA Standards and the applicable aggravating and mitigating
23 factors, the Hearing Officer recommends that Respondent Roy Earl Morriss be disbarred.
24 Reinstatement should be conditioned on the payment of costs and restitution to the former

1 clients listed above and/or to the Lawyers' Fund for Client Protection if the Fund reimburses
2 Morriss clients.

3
4 DATED this 17 day of November, 2015.

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7 David Welles Wiley
8 Hearing Officer
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

ROY EARL MORRISS,
Lawyer (Bar No. 34969).

Proceeding No. 15#00063

LINDA B. EIDE DECLARATION

I, Linda B. Eide, declare:

1. I am over the age of 18 years and am competent to testify if called as a witness in these proceedings. I make the statements in this declaration from my review of the records of the Office of Disciplinary Counsel (ODC) and the Washington State Bar Association (Association), which are maintained in the ordinary course of business.

2. I am a Managing Disciplinary Counsel for the Association's ODC.

3. ODC and Association records reflect that Respondent Roy Earl Morriss (Respondent) was admitted to the practice of law in the State of Washington on June 11, 2004.

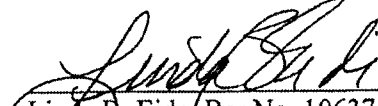
4. ODC's records reflect that Respondent does not have a record of prior discipline in Washington.

5. In preparing for the pending default hearing, I discovered a typographical error in Paragraph 1 of ODC's Formal Complaint in that it stated that Morriss was admitted to practice

1 in Washington on June 11, 2014, but as noted above our records show that he was admitted in
2 Washington on June 11, 2004.

3 I certify under penalty of perjury under the laws of the State of Washington that
4 the foregoing is true and correct.

5 NOV. 19, 2015 Seattle WA
6 Date and Place


7 Linda B. Eide, Bar No. 10637
8 Managing Disciplinary Counsel
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