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DISCIPLINARY
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

PATRICK KIM,
Lawyer (Bar No. 35036).

Proceeding No. 17#00033

ODC File No(s). 16-00264, 16-00659

RESIGNATION FORM OF Patrick Kim
(ELC 9.3(b))

I, Patrick Kim, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.

2. I was admitted to practice law in the State of Washington on June 14, 2004.

3. I was served with a Formal Complaint and Notice to Answer in this matter on July 31, 2017.

4. After consultation with my counsel, Andrew Tingkang, I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Rules for Enforcement of Lawyer Conduct (ELC).

Resignation Form of Patrick Kim
(ELC 9.3(b))
Page 1

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

POB

1 5. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged
2 misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in
3 disciplinary counsel's statement but, rather than defend against the allegations, I wish to
4 permanently resign from membership in the Association.

5 6. I consent to entry of an order under ELC 13.9(e) assessing expenses of \$1,500 in
6 this matter.

7 7. I agree to pay restitution of \$2,324.38 to J.J. Interest will accrue at a rate of 12%
8 per annum beginning December 1, 2017.

9 8. I agree to pay restitution of \$572.00 to H.Y.. Interest will accrue at a rate of 12%
10 per annum beginning December 1, 2017.

11 9. I agree to pay restitution in the amount of \$1,028.10 to T.B. Interest will accrue at
12 a rate of 12% per annum beginning December 1, 2017.

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

15 11. I understand that my resignation is permanent and that any future application by
16 me for reinstatement as a member of the Association is currently barred. If the Supreme Court
17 changes this rule or an application is otherwise permitted in the future, it will be treated as an
18 application by one who has been disbarred for ethical misconduct, and that, if I file an
19 application, I will not be entitled to a reconsideration or reexamination of the facts, complaints,
20 allegations, or instances of alleged misconduct on which this resignation was based.

21 12. I agree to (a) notify all other states and jurisdictions in which I am admitted, of this
22 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in any

1 other state or jurisdiction in which I am admitted; and (c) provide disciplinary counsel with
2 copies of this notification and any response(s). I acknowledge that this resignation could be
3 treated as a disbarment by all other jurisdictions.

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

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

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

15 16. When my resignation becomes effective, I agree to be subject to all restrictions that
16 apply to a disbarred lawyer.


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

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

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

SEPT 20, 2017 BELLEVUE
Date and Place


Patrick Kim, Bar No. 35036

ENDORSED BY:



Kathy Jo Blake, Managing Disciplinary Counsel
Bar No. 29235

EXHIBIT A

EXHIBIT A

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
PATRICK KIM,
Lawyer (Bar No. 35036).

Proceeding No. 17#00033
ODC File No(s). 16-00264, 16-00659
STATEMENT OF ALLEGED
MISCONDUCT UNDER ELC 9.3(b)(1)

The attached formal complaint, filed on July 20, 2017 in Proceeding No 17#00033, along with the following constitutes Disciplinary Counsel's Statement of Alleged Misconduct under Rule 9.3(b)(1) of the Rules for Enforcement of Lawyer Conduct (ELC).

I. ADMISSION TO PRACTICE

1. Respondent Patrick Kim was admitted to the practice of law in the State of Washington on June 14, 2004.

II. ALLEGED FACTS (ODC GRIEVANCE)

2. In January 2015, Respondent's trust account was selected for an examination under Rule 15.1(a) of the Rules for Enforcement of Lawyer Conduct (ELC). The random examination revealed serious questions regarding Respondent's practices in handling client trust-account

1 funds, and the Office of Disciplinary Counsel (ODC) requested that a Review Committee of the
2 Disciplinary Board order a disciplinary investigation regarding Respondent's handling of client
3 funds. On April 26, 2016, a Review Committee of the Disciplinary Board ordered ODC to open
4 a disciplinary investigation against the Respondent under ELC 5.3.

5 3. Respondent is the sole partner in the United Law Firm. During all relevant times
6 Respondent maintained the IOLTA account ending in #2225. Respondent was the only person
7 with authority to disburse money from the trust account and the only person who created and
8 managed the trust account records.

9 4. Between 2011 and 2016, Respondent's fee agreements, in addition to providing for
10 standard contingent fees, included the following language:

11 In addition to contingent fees, Clients [sic] agrees and covenants that any and all
12 attorney's fees and costs from Client's own insurance company, whether from
13 the personal injury claims (PIP "Mahler" Fees), or uninsured/underinsured
14 motorists (UIM "Hamm" "Winters" Fees) shall be the property of Attorney, and
15 shall not be required to be disclosed or reimbursed to Client.

16 5. Respondent did not explain his fee agreement to his clients and instead relied on
17 his staff to do so. Respondent never trained his staff to explain to his clients that any fees and
18 costs contributed by the client's own insurance company by law belong to the client. None of
19 the clients contacted by ODC understood the fee agreement because nobody from United Law
20 Firm explained it to them.

21 6. Although it was not indicated in his fee agreement, Respondent had a practice of
22 giving his clients a "discount" on attorney's fees and costs. Respondent did so with the
23 intention of recovering the "discounted services" by keeping all fees and costs provided by the
24 client's insurance company (Mahler fees). Respondent's practice of providing a "discount" to
his clients while keeping the Mahler fees usually resulted in Respondent taking more than the

1 contingent fee agreement allowed. For example, Respondent's practice resulted in client H.Y.
2 receiving \$572.00 less in funds than she was entitled to. Likewise, Respondent's practice
3 resulted in client T.B. receiving \$1,028.10 less than what he was entitled to.

4 7. Between 2011 and 2016, Respondent had sole responsibility for creating
5 disbursement statements. Respondent's disbursement statements did not accurately reflect how
6 client funds were disbursed.

7 8. Respondent's practice was to list the gross medical subrogation on the settlement
8 statement, indicating that he planned to pay insurance companies in full for the PIP coverage
9 payments made to medical providers. Respondent never intended to pay any insurance company
10 the full amount of their subrogated interest.

11 9. Between 2011 and 2016, Respondent disbursed at least \$1,828,018.09 in "Mahler
12 fees" to himself. None of these settlement funds disbursed to Respondent as "Mahler fees" were
13 listed on the disbursement statements.

14 10. When Respondent submitted his Mahler calculations to insurance companies, he
15 submitted the higher fees and costs authorized by his fee agreement, not the lesser fees and costs
16 actually charged to the clients. More than once, Respondent submitted claims for costs to the
17 insurance companies that were never incurred nor authorized by his fee agreement.

18 11. Respondent represented client J.J. in a personal injury action. J.J.'s claim settled
19 for \$11,750.00. According to a settlement statement prepared by Respondent, J.J. should have
20 received \$2,324.38 from her settlement. Instead, J.J. did not receive any funds from her
21 settlement. Respondent took J.J.'s funds without entitlement.

22 12. At times, Respondent shared the fees he collected from the insurance companies
23 (Mahler fees) with chiropractor Sukjae Hur (a non-lawyer), on cases where Sukjae Hur either

1 provided no services or had already been fully compensated for his services by the client's
2 insurance company. For example, Respondent paid Sukjae Hur \$2,000.00 from H.Y.'s
3 settlement when he provided no services whatsoever to H.Y. and was not entitled to any of
4 those funds. Likewise, Respondent paid Sukjae Hur \$5,500.00 from J.J.'s settlement when
5 Sukjae Hur was not entitled to any of those funds.

6 13. Disbursement statements did not include funds disbursed to Sukjae Hur on cases
7 where he received funds yet provided no service to the client.

8 14. A review of Respondent's trust account records show that Respondent did not
9 promptly deliver funds to clients that they were entitled to receive. For example, Respondent
10 has been holding \$3,832.14 for client S.C. since April 22, 2015 without making any efforts to
11 contact S.C. and disburse her funds to her.

12 15. A review of Respondent's trust account records show that Respondent has been
13 holding over \$28,000.00 in disputed funds on client C.R.'s case since January 2015 without
14 making any efforts since April 2015 to resolve the disputed funds.

15 16. Respondent did not provide annual written accountings to his clients or third
16 parties for whom he was holding funds in trust.

17 III. ALLEGED MISCONDUCT (ODC GRIEVANCE)

18 17. By making a fee agreement that allowed Respondent to retain any and all
19 attorney's fees and costs from his client's own insurance company (Mahler fees) without
20 informing his clients that they might otherwise be entitled to the funds, and by making a fee
21 agreement that provided that any fees and costs received from his client's own insurance
22 company would be the property of Attorney and would not be required to be disclosed or
23 reimbursed to the client without informing his clients they might otherwise be entitled to such

1 reimbursement and disclosure. Respondent violated RPC 1.5(a) and RPC 8.4(c).

2 18. By providing clients with false, misleading, and incomplete accountings,
3 Respondent violated RPC 1.4, RPC 1.5(c)(3), RPC 1.15A(c), and RPC 8.4(c).

4 19. By misrepresenting to insurance companies the amount of fees and costs charged
5 to his clients in order to receive a larger pro rata contribution of fees and costs, Respondent
6 violated RPC 4.1(a) and RPC 8.4(c).

7 20. By failing to promptly pay S.C. funds which she was entitled to receive,
8 Respondent violated 1.15A(f).


9 21. By failing to take reasonable action to resolve disputed claims to funds held in
10 trust, Respondent violated 1.15A(g).

11 22. By failing to provide clients with an annual written accounting of funds held in
12 trust, Respondent violated 1.15(A)(c).

13 23. By disbursing \$5,500.00 of J.J.'s settlement funds to Sukjae Hur and by disbursing
14 \$2,000.00 of H.Y's settlement funds to Sukjae Hur, Respondent violated RPC 5.4(a).

15 24. By taking \$2,324.38 belonging to client J.J. for his own use without entitlement,
16 Respondent violated RPC 8.4(b) (by violating RCW 9A.56.040), RPC 8.4(c) and RPC 8.4(i).

17
18 DATED this 19th day of September, 2017.

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21 _____
22 Kathy Jo Blake, Bar No. 29235
23 Managing Disciplinary Counsel

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JUL 20 2017
DISCIPLINARY
COUNSEL

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

PATRICK KIM,

Lawyer (Bar No. 35036).

Proceeding No. 17#00033
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. Respondent Patrick Kim was admitted to the practice of law in the State of Washington on June 14, 2014.

FACTS REGARDING COUNTS 1 THROUGH 11 [David Park Grievance]

2. On May 10, 2012, David Park, his wife Angela Park, and their adult daughter, Joanna Park (the Parks), were involved in a motor vehicle accident with a Waste Management

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1 truck in Texas. Mr. Park was driving.

2 3. On May 15, 2012, David and Angela Park hired Respondent to represent them, and
3 signed an attorney-client fee agreement with United Law Office.

4 4. Respondent's fee agreement required that the Parks pay the United Law Office one
5 third of the gross recovery if the case settled.

6 5. Respondent's fee agreement also provided that:

7 In addition to the contingent fees, Client agrees and covenants that any and all
8 attorney's fees and costs from Client's own insurance company, whether from
9 the personal injury claims (PIP "Mahler" Fees), or uninsured/underinsured
10 motorist (UIM "Hamm" "Winters" Fees) shall be the property of Attorney and
11 shall not be required to be disclosed or reimbursed to Client.

12 6. On May 16, 2012, Joanna Park also hired Respondent, and signed a similar
13 contingent fee agreement.

14 7. Respondent did not explain the fee agreements to any of the Parks.

15 8. Respondent did not explain that "Mahler" fees legally belong to the client.

16 9. Respondent did not explain that his fee agreement was contrary to Rule 1.15A(d)
17 Rule 1.15A(f), and/or Rule 1.15A(e) of the Rules of Professional Conduct (RPC).

18 10. Mr. Park was partially at fault for the automobile accident.

19 11. Respondent did not advise Angela or Joanna Park that they could have a claim
20 against Mr. Park.

21 12. Respondent did not advise the Parks that his representation of all three involved a
22 concurrent conflict of interest.

23 13. Respondent did not obtain informed consent confirmed in writing from any of the
24 Parks.

25 14. On January 21, 2013, Mr. Park's insurer, Ameriprise Insurance, informed

1 Respondent that it had made personal injury protection (PIP) payments totaling \$31,600 on
2 behalf of David, Angela, and Joanna Park and notified him of its PIP subrogation rights

3 15. Ameriprise paid \$10,800 on behalf of Mr. Park.

4 16. On March 19, 2014, Ameriprise acknowledged that Mr. Park was 50 percent at
5 fault for the accident.

6 17. Ameriprise notified Respondent that it was seeking 50 percent of its subrogation,
7 which included \$5,400 for its payments made on behalf of Mr. Park.

8 18. Waste Management's insurance company extended settlement offers to
9 Respondent for David, Angela, and Joanna Park.

10 19. Respondent did not communicate the settlement offers to Angela or Joanna Park.

11 20. Respondent accepted settlement offers of \$33,000 for David Park, \$34,000 for
12 Angela Park, and \$28,000 for Joanna Park.

13 21. Angela Park did not grant Respondent authority to accept the settlement offer.

14 22. Joanna Park did not grant Respondent authority to accept the settlement offer.

15 23. Angela and Joanna Park fired Respondent and hired Lighthouse Law Firm.

16 24. On April 23, 2014, Respondent sent his client files for Angela and Joanna Park to
17 Lighthouse Law Firm along with an attorney's lien on the files for \$20,900.16.

18 25. On May 6, 2014, Mr. Park accepted the \$33,000 settlement and signed a Release of
19 All Claims.

20 26. Respondent notarized the Release of All Claims, affirming that on May 6, 2014,
21 Mr. Park personally appeared before him and signed the release.

22 27. Respondent and Mr. Park have never met in person.

23 28. Respondent did not witness Mr. Park sign the Release of All Claims.

1 29. Respondent deposited the \$33,000 settlement check into his trust account on May
2 12, 2014.

3 30. Prior to disbursing any funds, Respondent prepared a total of three settlement
4 statements.

5 31. The initial settlement statement, which Mr. Park refused to sign, listed \$10,800 for
6 Ameriprise gross medical subrogation, and a \$7,844.47 attorney fee discount.

7 32. On June 6, 2014, Mr. Park signed a second settlement statement showing
8 Ameriprise gross medical subrogation in the amount of \$5,400, and an attorney fee "discount"
9 of \$4,000.

10 33. On June 10, 2014, Mr. Park signed the final settlement statement, which differed
11 only slightly from the settlement statement signed on June 6, 2014 and still did not accurately
12 reflect how the funds were disbursed.

13 34. The final settlement statement indicated that Respondent would disburse \$240 to
14 Sound Medical Center, but Respondent only disbursed \$125.

15 35. The final settlement statement indicated that Respondent would disburse \$2,849 to
16 AIM Physical Therapy, but Respondent only disbursed \$2,700.

17 36. Respondent did not provide Mr. Park with an accounting of how his settlement
18 funds were actually disbursed between June 20, 2014 and July 9, 2014.

19 37. The \$5,400 listed on the settlement statement as Ameriprise gross medical
20 subrogation was never disbursed to Ameriprise and remained in Respondent's trust account.

21 38. Despite being specifically advised by Ameriprise of its subrogation interest,
22 Respondent never told Ameriprise the case settled and made no effort to satisfy its subrogation
23 claim.

1 39. For over a year, Respondent did not provide either Ameriprise or Mr. Park with an
2 annual written accounting of monies held in trust.

3 40. In December 2015, Mr. Park learned that Ameriprise was no longer seeking
4 subrogation.

5 41. Mr. Park left messages for Respondent requesting information about the \$5,400
6 identified by the settlement statement as Ameriprise's gross medical subrogation.

7 42. Respondent did not respond.

8 43. On December 10, 2015, Mr. Park mailed Respondent a written request for his
9 complete client file.

10 44. Respondent did not respond.

11 45. On January 27, 2016, Ameriprise confirmed for Respondent that it did not have
12 subrogation recovery rights in Texas for PIP coverage.

13 46. After Respondent was unable to reach an agreement with Mr. Park about how the
14 funds should be disbursed, Respondent refused to disburse any part of the \$5,400 in his trust
15 account initially withheld from Mr. Park for the medical subrogation.

16 47. As recently as May 1, 2017, Respondent was still holding \$5,400 of Mr. Park's
17 settlement in his trust account.

18 48. On February 23, 2016, Mr. Park filed a grievance against Respondent.

19 49. On March 4, 2016, Respondent disbursed an additional \$246 to Mr. Park.

20 50. The \$246 represented the difference between what the final settlement statement
21 indicated Respondent disbursed to AIM Physical Therapy and Sound Medical Center and the
22 lesser amount that Respondent actually disbursed to those medical providers.

23 51. On June 20, 2014, Respondent disbursed \$250 to himself for costs in Mr. Park's

1 case.

2 52. Respondent was not entitled to the \$250 because he had already fully reimbursed
3 himself for all costs that he advanced.

4 53. Respondent did not advise Mr. Park of his intent to disburse \$250 to himself prior
5 to taking the \$250.

6 54. Between May 10, 2012 and February 23, 2016, Respondent did not reconcile his
7 check register balance to his bank statement balance.

8 55. Between May 10, 2012 and February 23, 2016, Respondent did not reconcile his
9 check register balance to the combined total of all client ledgers.

10 COUNT 1

11 56. By representing a client where the representation involved a concurrent conflict of
12 interest, Respondent violated RPC 1.7(a).

13 COUNT 2

14 57. By making a fee agreement that allowed Respondent to retain any and all
15 attorney's fees and costs from Mr. Park's own insurance company, without informing his clients
16 that they might otherwise be entitled to the funds and/or by making a fee agreement that
17 provided that any fees and costs received from client's own insurance company shall be the
18 property of Attorney and shall not be required to be disclosed or reimbursed to Client without
19 informing his clients they might otherwise be entitled to such reimbursement and disclosure,
20 Respondent violated RPC 1.5(a), and/or RPC 8.4(c).

21 COUNT 3

22 58. By accepting the settlements on behalf of Angela and Joanna Park without
23 consulting with his clients, Respondent violated RPC 1.2(a), RPC 1.4(a)(1), RPC 1.4(a)(2),

1 and/or RPC 1.4(a)(3).

2 **COUNT 4**

3 59. By providing Mr. Park with false, misleading, and/or incomplete accountings,
4 Respondent violated RPC 1.4(a), RPC 1.4(b), RPC 1.5(c)(3), RPC 1.15A(c), and/or RPC 8.4(c).

5 **COUNT 5**

6 60. By failing to promptly deliver funds to Mr. Park that he was entitled to receive,
7 Respondent violated RPC 1.15A(f).

8 **COUNT 6**

9 61. By failing to take reasonable action to resolve a dispute over the settlement funds
10 withheld for Ameriprise's subrogation claim, Respondent violated RPC 1.15A(g).

11 **COUNT 7**

12 62. By converting \$250 designated as costs that were never incurred, Respondent
13 violated RPC 1.15A(b) and/or RPC 8.4(c).

14 **COUNT 8**

15 63. By failing to respond to Mr. Park's reasonable requests for information,
16 Respondent violated RPC 1.4(a)(4).

17 **COUNT 9**

18 64. By failing to provide annual written accountings of funds held in trust, Respondent
19 violated RPC 1.15A(e).

20 **COUNT 10**

21 65. By failing to reconcile his trust account records, Respondent violated RPC
22 1.15A(h)(6).

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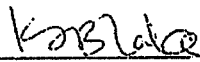
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COUNT 11

66. By falsely notarizing Mr. Park's signature on the Release of All Claims document, Respondent violated RCW 42.44.160, RPC 8.4(b), RPC 8.4(e), and/or RPC 8.4(i).

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

Dated this 2nd day of July, 2017.


Kathy Jo Blake, Bar No. 29235
Managing Disciplinary Counsel