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Jul 24 2019

Disciplinary
Board

Docket # 017

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON SUPREME COURT

In re

NOEL JAMES PITNER,

Lawyer (Bar No. 36158).

Proceeding No. 18#00051

ODC File Nos. 18-00339, 17-01698, 18-00120, 18-00066, 18-00505, 18-00121, & 18-00071

STIPULATION TO DISBARMENT

Under Rule 9.1 of the Washington Supreme Court’s Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Disbarment is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Codee McDaniel and Respondent lawyer Noel James Pitner.

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that he is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an

1 outcome more favorable or less favorable to him. Respondent chooses to resolve this
2 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
3 avoid the risk, time, and expense attendant to further proceedings.

4 I. ADMISSION TO PRACTICE

5 1. Respondent was admitted to practice law in the State of Washington on May 26,
6 2005. He was admitted to practice law in the State of Idaho on July 24, 2009.

7 2. On January 10, 2018, the Washington Supreme Court suspended Respondent's
8 license to practice law for nine months, effective January 17, 2018, reciprocating discipline
9 imposed by the Idaho Supreme Court. Respondent has not reinstated from that suspension.

10 3. On October 23, 2018, the Washington Supreme Court suspended Respondent's
11 license to practice law under ELC 7.2(a)(3) for his failure to cooperate in the investigation of
12 these grievances. His license remains suspended.

13 II. STIPULATED FACTS

14 Representation of Kimberleigh Marleen Hawkins

15 4. In October 2014, Kimberleigh Marleen Hawkins filed for dissolution in *Hawkins v.*
16 *Hawkins*, Asotin County Superior Court Case No. 14-3-00117-6. She represented herself until
17 June 2015, when she hired Respondent.

18 5. On June 12, 2015, Respondent filed his notice of appearance with the court.

19 6. From October 2015 through October 2017, no pleadings were filed nor were any
20 hearings held in Ms. Hawkins's case.

21 7. Between August 2017 and October 2017, Ms. Hawkins tried to contact Respondent
22 by text, email, and phone, but he never responded.

1 **Representation of Daniel Wayt**

2 8. In March 2017, Daniel Wayt hired Respondent to modify the custody arrangement
3 he had with his former partner.

4 9. Mr. Wayt paid Respondent \$2,500.

5 10. Respondent told Mr. Wayt that he would file the modification paperwork and
6 schedule a default hearing with the court, but he never did.

7 11. In November 2017, Mr. Wayt's former partner filed a motion to modify custody in
8 *Bechler v. Wayt*, Whitman County Superior Court Case No. 17-3-00126-38.

9 12. Respondent did not respond to the motion.

10 13. Later that month, the court entered a default judgment against Mr. Wayt and a final
11 parenting plan.

12 14. On January 17, 2018, Respondent informed Mr. Wayt that he could no longer
13 represent him because his law license had been suspended.

14 15. Mr. Wayt asked Respondent to refund his legal fees.

15 16. Respondent has not refunded Mr. Wayt any legal fees.

16 **Representation of Charles Joseph Sauve**

17 17. In or around February 2015, Charles Joseph Sauve contacted Respondent about
18 representing him in a breach of contract case regarding the construction of his home.

19 18. In June 2015, Respondent filed Mr. Sauve's breach of contract case, *Sauve v. US*
20 *Bancorp*, Nez Perce County (Idaho) Superior Court Case No. CV-2015-0001127, against 16
21 named defendants.

22 19. On August 20, 2015, defendant Laki Ahhi filed a motion to dismiss on grounds that
23 Respondent failed to personally serve written notice of the claim for construction defects on the

1 defendant in violation of Idaho Code § 6-2503.

2 20. Respondent failed to tell Mr. Sauve about the motion to dismiss.

3 21. The court scheduled the dismissal hearing for September 8, 2015.

4 22. Respondent failed to tell Mr. Sauve about the hearing.

5 23. On September 8, 2015, the court heard the motion.

6 24. Without consulting Mr. Sauve, Respondent agreed to dismiss the case against Mr.

7 Ahhi.

8 25. The court granted the motion to dismiss without prejudice.

9 26. Respondent failed to tell Mr. Sauve about the dismissal.

10 27. Respondent also failed to refile the suit against Mr. Ahhi.

11 28. On October 26, 2015, defendant Eagle Eye, LLC filed a motion to dismiss on
12 grounds that the corporation was not in existence at the time of the acts alleged in the complaint.

13 29. The court scheduled the motion for November 24, 2015.

14 30. Respondent failed tell Mr. Sauve about the motion or the hearing and failed to file a
15 response.

16 31. Between November 2015 and until February 2016, Mr. Sauve tried to contact
17 Respondent several times to discuss his case.

18 32. On November 24, 2015, the court heard the motion.

19 33. Without consulting Mr. Sauve, Respondent agreed to dismiss the case against Eagle
20 Eye, LLC.

21 34. The court granted Eagle Eye, LLC's motion to dismiss with prejudice.

22 35. Respondent failed to tell Mr. Sauve about the dismissal.

23 36. On December 2, 2015, defendant Eagle Eye, LLC filed a motion for attorney's fees

1 and costs based on the November 24, 2015 dismissal order.

2 37. The court scheduled a hearing on the motion for March 15, 2016.

3 38. Respondent failed to tell Mr. Sauve about the motion or the hearing.

4 39. On March 15, 2016, the court heard the motion for attorney's fees and costs.

5 40. On March 22, 2016, the court granted the motion and awarded Eagle Eye, LLC
6 \$1,832 in attorney's fees imposed against the plaintiff, Mr. Sauve.

7 41. Respondent failed to tell Mr. Sauve about the court's order.

8 42. In or about May 2016, Mr. Sauve terminated Respondent and hired new counsel,
9 who contacted Respondent, asked that he sign a notice of withdrawal, and provide Mr. Sauve's
10 client file.

11 43. Respondent never responded.

12 44. Mr. Sauve paid Respondent approximately \$5,330.82 in legal fees.

13 45. On May 19, 2016, defendant US Bancorp filed a motion to compel discovery
14 because Respondent had not responded to their discovery requests.

15 46. The court scheduled a motion hearing for June 7, 2016.

16 47. Respondent did not respond to the motion and did not tell Mr. Sauve or his counsel
17 about the motion or the hearing.

18 48. On June 7, 2016, after being discharged, Respondent appeared on behalf of Mr.
19 Sauve at the motion hearing.

20 49. The court granted US Bancorp's motion to compel discovery.

21 **Representation of Jolene Summer Menegas**

22 50. In May 2006, Jolene Summer Menegas filed her petition for dissolution in *Menegas*
23 *v. Menegas*, Asotin County Superior Court Case No. 06-3-00049-7. She represented herself.

1 51. On November 9, 2006, the court entered a decree of dissolution.

2 52. During the spring of 2017, Ms. Menegas hired Respondent to represent her in her
3 child custody dispute with her ex-husband.

4 53. Ms. Menegas paid Respondent \$3,000.

5 54. On May 17, 2017, Respondent filed his notice of appearance with the court.

6 55. That same day, Ms. Menegas's ex-husband filed a motion for adequate cause or writ
7 of habeas corpus.

8 56. Respondent failed to respond to the motion.

9 57. On August 4, 2017, Ms. Menegas's ex-husband filed a motion to compel the release
10 of children.

11 58. Respondent failed to respond to the motion.

12 59. On October 23, 2017, Ms. Menegas's ex-husband filed a motion to modify the
13 parenting plan.

14 60. Respondent failed to respond to the motion.

15 61. The court continued the trial date to December 20, 2017.

16 62. Ms. Menegas tried several times to communicate with Respondent about her case but
17 he never returned her phone calls or emails.

18 63. In December 2017, Ms. Menegas tried to contact Respondent numerous times before
19 the trial date, but was unable to reach him.

20 64. When Respondent finally contacted Ms. Menegas, she terminated him.

21 65. Ms. Menegas requested that Respondent refund the \$3,000 that she paid him.

22 66. Respondent has not refunded any fees to Ms. Menegas.

1 **Representation of Sarah Vieira**

2 67. On June 20, 2016, Sarah Vieira estranged husband filed a petition for dissolution in
3 *Vieira v. Vieira*, Lincoln County Superior Court Case No. 17-3-00176-5.

4 68. In January 2017, Ms. Vieira's former partner filed a petition for full custody of their
5 son in *Castillo v. Vieira*, Spokane County Superior Court Case No. 17-3-00176-5 and was
6 awarded temporary custody.

7 69. In October 2017, Ms. Vieira hired Respondent to represent her in both cases.

8 70. They agreed to a fee of \$1,000 for the dissolution case and \$2,000 for the child
9 custody case.

10 71. On October 6, 2017, Ms. Vieira met with Respondent and paid him \$3,000 to handle
11 her two cases.

12 72. On November 1, 2017, Respondent filed a notice of appearance in Ms. Vieira's child
13 custody case, but not her dissolution case.

14 73. On January 8, 2018, the court continued the trial date to January 16, 2018.

15 74. Respondent failed to notify Ms. Vieira of the trial date.

16 75. On January 16, 2018, unbeknownst to Ms. Vieira, the court held an uncontested
17 resolution hearing and entered a parenting plan in her absence.

18 76. On January 12, 2018, the court scheduled a dismissal hearing for want of prosecution
19 in Ms. Vieira's dissolution case.

20 77. On February 12, 2018, the court dismissed the dissolution case.

21 **Representation of Kyle Gardner**

22 78. On January 20, 2017, the Spokane County Prosecuting Attorney's Office charged
23 Kyle Gardner with possession of a controlled substance in *State v. Gardner*, Spokane County

1 Superior Court Case No. 16-1-00178-6.

2 79. In April 2017, Respondent agreed to represent Mr. Gardner for \$3,500.

3 80. Mr. Gardner paid Respondent \$1,750 initially then made payments totaling the
4 remaining balance of \$1,750 over the next eight months.

5 81. On December 15, 2017, Respondent appeared with Mr. Gardner in court, continued
6 his case, and did not communicate with Mr. Gardner about his case after that.

7 82. Mr. Gardner made several phone calls to Respondent, which went unanswered.

8 83. On or about January 19, 2018, Mr. Gardner received an email from Respondent,
9 which stated that he had been suspended from practicing law and could no longer handle his
10 case.

11 84. Mr. Gardner asked Respondent to refund the \$3,500 he paid him.

12 85. Respondent never responded and never refunded any fees to Mr. Gardner.

13 86. On January 25, 2018, the court discharged Respondent from Mr. Gardner's case.

14 87. Respondent did not bring Mr. Gardner's case any closer to resolution in the 11
15 months that he represented Mr. Gardner.

16 88. On March 26, 2018, the prosecutor's office dismissed Mr. Gardner's case as part of a
17 plea agreement negotiated by Mr. Gardner's new counsel in which he pleaded guilty to a
18 misdemeanor charge in district court.

19 **Representation of Bradford Michael Stratton**

20 89. On November 20, 2017, the Spokane City Attorney's Office charged Bradford
21 Michael Stratton with making a false or misleading statement to a public servant and driving
22 under the influence in *City v. Stratton*, Spokane Municipal Court Case Nos. 7Z1239303 and
23 7Z1257097.

1 90. Two days later, Mr. Stratton hired Respondent to represent him in both cases.

2 91. Mr. Stratton paid Respondent \$2,500.

3 92. Respondent attended two court hearings with Mr. Stratton and continued the cases.

4 93. In January 2018, Mr. Stratton contacted Respondent, but Respondent never
5 responded.

6 94. In February 2018, Respondent contacted Mr. Stratton and told him that he had been
7 suspended from practicing law and could not represent him.

8 95. Mr. Stratton asked Respondent to refund his legal fees.

9 96. Respondent has not refunded any legal fees to Mr. Stratton.

10 **Respondent's failure to cooperate in disciplinary investigations**

11 **Grievance of Kimberleigh Marleen Hawkins**

12 97. On October 25, 2017, ODC sent a copy of Ms. Hawkins's grievance to Respondent
13 and requested that he respond within 30 days.

14 98. Respondent never responded.

15 99. On November 29, 2017, ODC sent a letter to Respondent requesting that he respond
16 to the grievance within 10 days or he would be subpoenaed for a deposition.

17 100. Respondent never responded.

18 101. In December 2017, ODC dismissed the grievance against Respondent.

19 102. In March 2018, ODC re-opened the grievance and requested that Respondent
20 respond within 30 days.

21 103. Respondent never responded.

22 104. On April 24, 2018, ODC sent a letter to Respondent requesting that he respond to
23 the grievance within 10 days or he would be subpoenaed for a deposition and liable for its costs.

1 105. Respondent has not responded to Ms. Hawkins's grievance.

2 **Grievance of Daniel Wayt**

3 106. On January 19, 2018, ODC mailed a copy of Mr. Wayt's grievance to
4 Respondent and requested that he respond within 30 days.

5 107. Respondent never responded.

6 108. On February 22, 2018, ODC sent a letter to Respondent requesting that he
7 respond to the grievance within 10 days or he would be subpoenaed for a deposition.

8 109. Respondent has not responded to Mr. Wayt's grievance.

9 **Grievance of Charles Joseph Sauve**

10 110. On January 19, 2018, ODC mailed a copy of Mr. Sauve's grievance to
11 Respondent and requested that he respond within 30 days.

12 111. Respondent never responded.

13 112. On February 22, 2018, ODC sent a letter to Respondent requesting that he
14 respond to the grievance within 10 days or he would be subpoenaed for a deposition.

15 113. Respondent has not responded to Mr. Sauve's grievance.

16 **Grievance of Jolene Summer Menegas**

17 114. On January 29, 2018, ODC mailed a copy of Ms. Menegas's grievance to
18 Respondent and requested that he respond within 30 days.

19 115. Respondent never responded.

20 116. On March 6, 2018, ODC sent a letter to Respondent requesting that he respond to
21 the grievance within 10 days or he would be subpoenaed for a deposition.

22 117. On March 13, 2018, the letter dated March 6, 2018 was returned to ODC.

23 118. On March 20, 2018, ODC sent a letter to Respondent at two different addresses

1 requesting that he respond to the grievance within 10 days or he would be subpoenaed for a
2 deposition.

3 119. Respondent has not responded to Ms. Menegas's grievance.

4 **Grievance of Sarah Vieira**

5 120. On January 29, 2018, ODC mailed a copy of Ms. Vieira's grievance to
6 Respondent and requested that he respond within 30 days.

7 121. Respondent never responded.

8 122. On March 6, 2018, ODC sent a letter to Respondent requesting that he respond to
9 the grievance within 10 days or he would be subpoenaed for a deposition.

10 123. On March 13, 2018, the letter dated March 6, 2018 was returned to ODC.

11 124. On March 20, 2018, ODC sent a letter to Respondent at two different addresses
12 requesting that he respond to the grievance within 10 days or he would be subpoenaed for a
13 deposition and liable for its costs.

14 125. Respondent has not responded to Ms. Vieira's grievance.

15 **Grievance of Kyle Gardner**

16 126. On March 7, 2018, ODC mailed a copy of Mr. Gardner's grievance to
17 Respondent and requested that he respond within 30 days.

18 127. Respondent never responded.

19 128. On April 16, 2018, ODC sent a letter to Respondent requesting that he respond to
20 the grievance within 10 days or he would be subpoenaed for a deposition and liable for its costs.

21 129. Respondent has not responded Mr. Gardner's grievance.

22 **Grievance of Bradford Michael Stratton**

23 130. On April 2, 2018, ODC mailed a copy of Mr. Stratton's grievance to Respondent

1 and requested that he respond within 30 days.

2 131. Respondent never responded.

3 132. On May 15, 2018, ODC sent a letter to Respondent requesting that he respond to
4 the grievance within 10 days or he would be subpoenaed for a deposition.

5 133. Respondent has not responded to Mr. Stratton's grievance

6 **Interim Suspension Petition**

7 134. ODC served Respondent with a subpoena duces tecum to appear for a deposition
8 scheduled for July 24, 2018, and to bring his client files for Ms. Hawkins, Mr. Wayt, Mr. Sauve,
9 Ms. Menegas, Ms. Vieira, Mr. Gardner, and Mr. Stratton.

10 135. Respondent did not appear for the July 24, 2018 deposition.

11 136. ODC filed a petition with the Supreme Court under ELC 7.2(A)(3) for
12 Respondent's interim suspension based on his failure to cooperate with the investigation of
13 these grievances.

14 137. The Supreme Court issued an order to show cause directing Respondent to
15 respond to the petition by October 9, 2018 and setting a show cause hearing for October 23,
16 2018.

17 138. Respondent did not respond to the order to show cause or advise the Court of his
18 intent to appear for the hearing.

19 139. On October 23, 2018, the Court granted ODC's petition.

20 **III. STIPULATION TO MISCONDUCT**

21 **Failure to Communicate**

22 140. By failing to communicate with Ms. Hawkins, Mr. Wayt, Mr. Sauve, Ms.
23 Menegas, Ms. Vieira, Mr. Gardner, and Mr. Stratton regarding the status of their cases, and by

1 not responding to their efforts to contact him, Respondent violated RPC 1.4(a)(3), RPC
2 1.4(a)(4), and RPC 1.4(b).

3 **Failure to diligently handle matters and expedite litigation**

4 141. By failing to take any action in Ms. Hawkins's case for over 18 months, failing
5 to respond to the motion to modify the parenting plan in Mr. Wayt's case, failing to respond to
6 motions and discovery demands in Mr. Sauve's case, failing to respond to motions in Ms.
7 Menegas's case, and failing to take any meaningful action in Mr. Gardner's case in the 11
8 months that he represented him, Respondent violated RPC 1.3 and RPC 3.2.

9 **Failure to charge reasonable fees and return unearned fees**

10 142. By charging and collecting \$2,500 from Mr. Wayt, approximately \$5,330.82
11 from Mr. Sauve, \$3,000 from Ms. Menegas, \$3,000 from Ms. Vieira, \$3,500 from Mr. Gardner,
12 and \$2,500 from Mr. Stratton for doing little or no work of value to them; and by failing to
13 refund unearned fees to Mr. Wayt, Mr. Sauve, Mr. Gardner, Ms. Menegas, and Mr. Stratton
14 after the representation had ended, Respondent violated RPC 1.5(a) and RPC 1.16(d).

15 **Failure to withdraw from representation after termination and abide by client's objectives**

16 143. By failing to withdraw from Mr. Sauve's breach of contract case after he had
17 been discharged, appearing on behalf of Mr. Sauve at the motion hearing after he had been
18 discharged, and agreeing to dismiss the breach of contract case against defendants Eagle Eye,
19 LLC and Mr. Ahhi without Mr. Sauve's knowledge or authorization, Respondent violated Idaho
20 Rules of Professional Conduct (IRPC) 1.16(a)(3) and IRPC 1.2(a).

21 **Failure to cooperate in disciplinary investigation**

22 144. By failing to respond to disciplinary counsel's written requests for responses to
23 the Hawkins, Wayt, Sauve, Menegas, Vieira, Gardner, and Stratton grievances, by failing to

1 produce his client files, and by failing to appear at the July 24, 2018 deposition, Respondent
2 violated RPC 8.4(l) (by violating ELC 1.5, 5.3(f), 5.3(g), and/or 5.5(d)).

3 IV. PRIOR DISCIPLINE

4 145. On August 10, 2017, the Idaho State Bar suspended Respondent for two years
5 with all but nine months of that suspension withheld for violating IRPC 1.3, IRPC 1.15(a)-(e),
6 and IRPC 3.4(c).

7 146. On January 17, 2018, the Washington Supreme Court reciprocally suspended
8 Respondent for nine months under ELC 9.2.

9 V. APPLICATION OF ABA STANDARDS

10 147. The following American Bar Association Standards for Imposing Lawyer
11 Sanctions (1991 ed. & Feb. 1992 Supp.) apply to this case. Copies of all applicable ABA
12 Standards are attached as Appendix A.

13 148. ABA Standard 4.4 is most applicable to the duty to act diligently, duty to
14 communicate with clients, and duty to abide by client's objectives.

15 149. ABA Standard 7.0 is most applicable to the duty to cooperate with a disciplinary
16 investigation, duty to withdraw from representation, duty to refrain from acting as a lawyer
17 without authority from the client, duty to charge reasonable fees, and duty to return unearned
18 fees.

19 150. Respondent acted knowingly in charging an unreasonable fee to Mr. Sauve, Ms.
20 Menegas, Ms. Vieira, Mr. Stratton, Mr. Wayt, and Mr. Gardner, and in failing to refund
21 unearned fees to Mr. Sauve, Ms. Menegas, Mr. Stratton, Mr. Wayt, and Mr. Gardner.

22 151. Mr. Sauve, Ms. Menegas, Ms. Vieira, Mr. Stratton, Mr. Wayt, and Mr. Gardner
23 were injured because they paid for legal services they did not receive or that was of no value to

1 | them.

2 | 152. The presumptive sanction is disbarment under ABA Standard 7.1.

3 | 153. Respondent acted knowingly in failing to handle Mr. Sauve's, Ms. Menegas's,
4 | Ms. Vieira's, Mr. Wayt's, Ms. Hawkins's, and Mr. Gardner's cases diligently and in failing to
5 | keep Mr. Sauve, Ms. Menegas, Ms. Viera, Mr. Wayt, Ms. Hawkins, Mr. Gardner, and Mr.
6 | Stratton reasonably informed about their cases.

7 | 154. Mr. Sauve, Ms. Menegas, Ms. Vieira, Mr. Stratton, Mr. Wayt, Ms. Hawkins, and
8 | Mr. Gardner were injured because Respondent failed to perform the work he was hired to do
9 | and they were unaware of what was happening in their legal matters.

10 | 155. The presumptive sanction is disbarment under ABA Standard 4.41(b) and (c).

11 | 156. Respondent acted knowingly in failing to respond to disciplinary counsel's
12 | written requests for responses to the Hawkins, Wayt, Sauve, Menegas, Vieira, Gardner, and
13 | Stratton grievances, by failing to produce his client files, and by failing to appear at the July 24,
14 | 2018 deposition.

15 | 157. There was actual injury to the lawyer discipline system as a whole, which
16 | depends on lawyer cooperation and honesty to function. Because of Respondent's failure to
17 | cooperate, ODC has been unable to fully investigate the Hawkins, Wayt, Sauve, Menegas,
18 | Vieira, Gardner, and Stratton grievances.

19 | 158. The presumptive sanction is suspension under ABA Standard 7.2.

20 | 159. The following aggravating factors apply under ABA Standard 9.22:

- 21 | (a) prior disciplinary offenses;
22 | (i) substantial experience in the practice of law (admitted 2005).

23 | 160. It does not appear that any of the mitigating factors under ABA Standard 9.32

24 | apply here.

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1 161. It is a mitigating factor that Respondent has agreed to resolve this matter at an
2 early stage of the proceedings.

3 162. On balance, the aggravating and mitigating factors do not require a departure
4 from the presumptive sanction.

5 **VI. STIPULATED DISCIPLINE**

6 163. The parties stipulate that Respondent shall be disbarred for his conduct.

7 **VII. RESTITUTION**

8 164. Respondent shall pay restitution as follows, plus interest at the maximum rate
9 permitted under RCW 19.52.020, from the date that the stipulation is signed.

- 10 • \$3,000 in restitution to Ms. Menegas,
11 • \$3,500 in restitution to Mr. Gardner,
12 • \$2,500 in restitution to Mr. Stratton,
13 • \$3,000 in restitution to Ms. Vieira, and
14 • \$2,500 in restitution to Mr. Wayt.

15 165. Restitution to Mr. Sauve is not required by this stipulation because the Idaho
16 State Bar has ordered Respondent to pay \$4,855.11 to Mr. Sauve as the result of a proceeding
17 held on November 7, 2018.

18 166. Reinstatement from disbarment is conditioned on payment of restitution as set
19 forth above.

20 167. Reinstatement shall also be conditioned upon payment of restitution to the Client
21 Protection Fund for any payments that the Fund makes to clients based upon Respondent's
22 misconduct.

1 **VIII. COSTS AND EXPENSES**

2 168. In light of Respondent’s willingness to resolve this matter by stipulation at an
3 early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of
4 \$1,949.10 in accordance with ELC 13.9(i). The Association will seek a money judgment under
5 ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

6 169. Reinstatement from disbarment is conditioned on payment of costs.

7 **IX. VOLUNTARY AGREEMENT**

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

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

15 **X. LIMITATIONS**

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

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

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

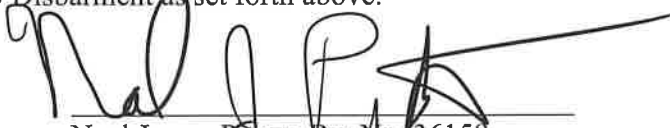
8 175. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely
9 on the record agreed to by the parties. Under ELC 3.1(b), all documents that form the record
10 before the Board for its review become public information on approval of the Stipulation by the
11 Board, unless disclosure is restricted by order or rule of law. Documents not part of the
12 Stipulation or part of the public file shall remain confidential under ELC 3.2(a).

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

16 177. If this Stipulation is not approved by the Disciplinary Board and Supreme Court,
17 this Stipulation will have no force or effect, and neither it nor the fact of its execution will be
18 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
19 proceeding, or in any civil or criminal action.


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



Noel James Ritter, Bar No. 36158
Respondent

Dated: 5-8-19



Codee McDaniel, Bar No. 42045
Disciplinary Counsel

Dated: 5-9-19

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APPENDIX A

1 **ABA Standard 4.4 -- Lack of Diligence**

- 2
- 3 4.41 Disbarment is generally appropriate when:
- 4 (a) a lawyer abandons the practice and causes serious or potentially serious
- 5 injury to a client; or
- 6 (b) a lawyer knowingly fails to perform services for a client and causes
- 7 serious or potentially serious injury to a client; or
- 8 (c) a lawyer engages in a pattern of neglect with respect to client matters and
- 9 causes serious or potentially serious injury to a client.
- 10 4.42 Suspension is generally appropriate when:
- 11 (a) a lawyer knowingly fails to perform services for a client and causes
- 12 injury or potential injury to a client, or
- 13 (b) a lawyer engages in a pattern of neglect and causes injury or potential
- 14 injury to a client.
- 15 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act
- 16 with reasonable diligence in representing a client, and causes injury or potential
- 17 injury to a client.
- 18 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act
- 19 with reasonable diligence in representing a client, and causes little or no actual or
- 20 potential injury to a client.

21 **ABA Standard 7.0 -- Violations of Duties Owed as a Professional**

- 22
- 23 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
- 24 conduct that is a violation of a duty owed as a professional with the intent to
- obtain a benefit for the lawyer or another, and causes serious or potentially
- serious injury to a client, the public, or the legal system.
- 7.2 Suspension is generally appropriate when a lawyer knowingly engages in
- conduct that is a violation of a duty owed as a professional and causes injury or
- potential injury to a client, the public, or the legal system.
- 7.3 Reprimand is generally appropriate when a lawyer negligently engages in
- conduct that is a violation of a duty owed as a professional and causes injury or
- potential injury to a client, the public, or the legal system.
- 7.4 Admonition is generally appropriate when a lawyer engages in an isolated
- instance of negligence that is a violation of a duty owed as a professional, and
- causes little or no actual or potential injury to a client, the public, or the legal
- system.