

FILED

AUG 18 2016

DISCIPLINARY
BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

MATTHEW MATTSON,

Lawyer (Bar No. 37165).

Proceeding No. *110#00063*

ODC File No(s). 15-01305

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Francesca D'Angelo, Respondent's Counsel Lance Alan Pelletier and Mathew Harrington, and Respondent lawyer Matthew Mattson.

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his/her 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 outcome more favorable or less favorable to him. Respondent chooses to resolve this Stipulation to Discipline

DMZ

1 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
2 avoid the risk, time, and expense attendant to further proceedings.

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to practice law in the State of Washington on November
5 30, 2005.

6 **II. STIPULATED FACTS**

7 2. In 2012, Respondent was Tribal Administrator for the Snoqualmie Tribe (the Tribe).
8 In performing his duties, Respondent at times provided legal advice on tribal contracts, drafted
9 tribal codes and gave legal advice to the Tribal Council regarding tribal laws.

10 3. In May 2012, Respondent drafted and signed employment contracts for Kellie
11 Kvasnikoff, the Tribe's chief information officer, and Roger Bennett, the Tribe's chief financial
12 officer.

13 **Kellie Kvasnikoff**

14 4. In March 2013, the Tribe terminated Mr. Kvasnikoff's contract alleging gross
15 misconduct.

16 5. On April 1, 2013, Mr. Kvasnikoff made an arbitration demand based on his
17 employment contract with the Tribe that Respondent had drafted and signed for the Tribe.

18 6. On April 5, 2013, the Tribe terminated Respondent's contract as Tribal
19 Administrator.

20 7. Between April 30, 2013 and September 30, 2013, Respondent provided research and
21 legal advice to Mr. Kvasnikoff regarding his arbitration against the Tribe. In doing so,
22 Respondent's used information related to his former legal work as Tribal Administrator for the
23 Tribe.

1 8. Respondent did not obtain the Tribe's informed consent prior to providing legal
2 advice and assistance to Mr. Kvasnikoff in his dispute with the Tribe.

3 9. Respondent did not obtain the Tribe's informed consent prior to using information
4 relating to his former legal work as the Tribe's Tribal Administrator.

5 10. Mr. Kvasnikoff's case went to arbitration and resulted in an award to Mr.
6 Kvasnikoff.

7 **Roger Bennett**

8 11. In May 2013, the Tribe terminated Mr. Bennett's employment.

9 12. Mr. Bennett signed a termination letter agreement with the Tribe and received a
10 severance payment. Mr. Bennett then applied for unemployment benefits.

11 13. On August 1, 2013, the Tribe sent a letter to Mr. Bennett demanding he return the
12 severance payment.

13 14. Mr. Bennett consulted Respondent who advised Mr. Bennett regarding a lawsuit
14 against the Tribe based on his employment contract. Respondent's advice related information
15 related to his former legal work as Tribal administrator for the Tribe.

16 15. When Mr. Bennett had trouble finding an attorney to represent him, Respondent
17 drafted a response to the Tribe's demand letter on Mr. Bennett's behalf and forwarded it to a
18 potential lawyer for Mr. Bennett.

19 16. Respondent did not obtain the Tribe's informed consent prior to providing legal
20 advice and assistance to Mr. Bennett in his dispute with the Tribe.

21 17. Respondent did not obtain the Tribe's informed consent prior to using information
22 relating to his former legal work as the Tribes administrator.

23 18. The Tribe did not pursue its claim against Mr. Bennett for return of the severance

1 payment and the matter was not litigated further.

2 III. STIPULATION TO MISCONDUCT

3 19. By giving legal advice and assistance to Mr. Kvasnikoff and Mr. Bennett in their
4 disputes against the Tribe without the Tribe's informed consent, Respondent violated RPC
5 1.9(a).

6 20. By using information related to his former representation of the Tribe in both Mr.
7 Kvasnikoff and Mr. Bennett matters to the Tribe's disadvantage, Respondent violated RPC
8 1.9(c)(1).

9 IV. PRIOR DISCIPLINE

10 21. Respondent has no prior discipline.

11 V. APPLICATION OF ABA STANDARDS

12 22. The following American Bar Association Standards for Imposing Lawyer Sanctions
13 (1991 ed. & Feb. 1992 Supp.) apply to this case.

14 **4.3 Failure to Avoid Conflicts of Interest**

15 Absent aggravating or mitigating circumstances, upon application of the
16 factors set out in Standard 3.0, the following sanctions are generally appropriate
17 in cases involving conflicts of interest:

18 4.31 Disbarment is generally appropriate when a lawyer, without the informed
19 consent of client(s):

- 20 (a) engages in representation of a client knowing that the lawyer's interests
21 are adverse to the client's with the intent to benefit the lawyer or another,
22 and causes serious or potentially serious injury to the client; or
- 23 (b) simultaneously represents clients that the lawyer knows have adverse
24 interests with the intent to benefit the lawyer or another, and causes
serious or potentially serious injury to a client; or
- (c) represents a client in a matter substantially related to a matter in which
the interests of a present or former client are materially adverse, and
knowingly uses information relating to the representation of a client with
the intent to benefit the lawyer or another and causes serious or
potentially serious injury to a client.

4.32 Suspension is generally appropriate when a lawyer knows of a conflict of
interest and does not fully disclose to a client the possible effect of that
conflict, and causes injury or potential injury to a client.

1 4.33 Reprimand is generally appropriate when a lawyer is negligent in
2 determining whether the representation of a client may be materially
3 affected by the lawyer's own interests, or whether the representation will
adversely affect another client, and causes injury or potential injury to a
client.

4 4.34 Admonition is generally appropriate when a lawyer engages in an
5 isolated instance of negligence in determining whether the representation
6 of a client may be materially affected by the lawyer's own interests, or
7 whether the representation will adversely affect another client, and causes
8 little or no actual or potential injury to a client.

9 23. Respondent acted knowingly.

10 24. The Tribe was injured in that Respondent assisted its former employees in litigation
11 against the Tribe.

12 25. The presumptive sanction is suspension.

13 26. There are no aggravating factors under ABA Standard 9.22.

14 27. The following mitigating factors apply under ABA Standard 9.32:

- 15 (a) absence of a prior disciplinary record;
16 (l) remorse.

17 28. It is an additional mitigating factor that Respondent has agreed to resolve this matter
18 at an early stage of the proceedings.

19 29. Based on the factors set forth above, the presumptive sanction should be mitigated to
20 a reprimand.

21 VI. STIPULATED DISCIPLINE

22 30. The parties stipulate that Respondent shall receive a reprimand for his conduct.

23 31. Respondent will be subject to probation for a period of for six months beginning
24 when this stipulation receives final approval and shall comply with the specific probation terms
set forth below:

1 a) Respondent shall complete a minimum of 6 credit hours of continuing legal
2 education courses. at Respondent's own expense. Areas of focus shall include
3 conflicts of interest.

4 b) Respondent shall provide evidence of attendance at such courses to the Office of
5 Disciplinary Counsel no later than 30 days after the conclusion of the course. Proof
6 of attendance shall include the program brochure, evidence of payment, and a
7 written statement that includes the date and time of attendance.

8 **VII. RESTITUTION**

9 32. No restitution is required under this stipulation.

10 **VIII. COSTS AND EXPENSES**

11 33. In light of Respondent's willingness to resolve this matter by stipulation at an early
12 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in
13 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
14 if these costs are not paid within 30 days of approval of this stipulation.

15 **IX. VOLUNTARY AGREEMENT**

16 34. Respondent states that prior to entering into this Stipulation he has consulted
17 independent legal counsel regarding this Stipulation, that Respondent is entering into this
18 Stipulation voluntarily, and that no promises or threats have been made by ODC, the
19 Association, nor by any representative thereof, to induce the Respondent to enter into this
20 Stipulation except as provided herein.

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

23 **X. LIMITATIONS**

24 36. This Stipulation is a compromise agreement intended to resolve this matter in
accordance with the purposes of lawyer discipline while avoiding further proceedings and the
expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer

1 and ODC acknowledge that the result after further proceedings in this matter might differ from
2 the result agreed to herein.

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


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

13 39. Under ELC 3.1(b), all documents that form the record before the Hearing Officer
14 for his or her review become public information on approval of the Stipulation by the Hearing
15 Officer, unless disclosure is restricted by order or rule of law.


16 40. If this Stipulation is approved by the Hearing Officer, it will be followed by the
17 disciplinary action agreed to in this Stipulation. All notices required in the Rules for
18 Enforcement of Lawyer Conduct will be made.

19 41. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have
20 no force or effect, and neither it nor the fact of its execution will be admissible as evidence in
21 the pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil
22 or criminal action.

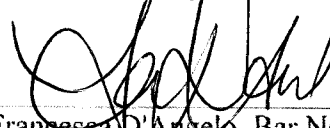
1 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation
2 to Discipline as set forth above.

3 
4 Matthew Mattson, Bar No. 37165
5 Respondent

Dated: 8.11.16

6 
7 Lance Alan Pelletier, Bar No. 49030
8 Matthew Harrington, Bar No. 33276
9 Counsel for Respondent

Dated: 8/11/16

10 
11 Francesca D'Angelo, Bar No. 22979
12 Disciplinary Counsel

Dated: 8/15/2016