

NOV 14 2017

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

LEANNE LUCAS,
Lawyer (Bar No. 37414).

Proceeding No. 17#00056

ODC File No(s). 16-00561

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 Marsha Matsumoto and Respondent lawyer Leanne Lucas.

Respondent understands that she is entitled under the ELC to a hearing, to present exhibits and witnesses on her behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that she 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 her. Respondent chooses to resolve this proceeding

now by entering into the following stipulation to facts, misconduct, and sanction to avoid the Stipulation to Discipline

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

800

1 risk, time, and expense attendant to further proceedings.

2 **I. ADMISSION TO PRACTICE**

3 1. Respondent was admitted to practice law in the State of Washington on May 24,
4 2006.

5 **II. STIPULATED FACTS**

6 ***Trust Account Overdrafts***

7 2. Respondent maintained a trust account, ending in 3123, at Chase Bank for the
8 deposit of client funds.

9 3. On March 28 and 31, 2016, Respondent attempted to make a \$36.99 web-based
10 payment to the King County Department of Judicial Administration from her trust account. The
11 payment was dishonored by the bank because Respondent's trust account had insufficient funds.
12 The account balance was only \$1.50.

13 4. On April 5, 2016, Respondent deposited \$40 to her trust account to cover the \$36.99
14 payment.

15 ***Trust Account Records***

16 5. For the period March 1, 2016 through December 31, 2016, Respondent did not
17 maintain a complete, accurate, or contemporaneous trust account check register.

18 6. For the period March 1, 2016 through December 31, 2016, Respondent did not
19 maintain complete, accurate, or contemporaneous client ledgers.

20 7. For the period March 1, 2016 through December 31, 2016, Respondent did not
21 reconcile her trust account check register to the bank statements, or reconcile her trust account
22 check register to a combined total of client ledgers.

23 8. Because Respondent did not maintain complete or accurate records, the

1 Association's Audit Manager reconstructed records for Respondent's trust account.

2 ***Failure to Properly Handle Client Funds***

3 9. During the period March 1, 2016 through December 31, 2016, Respondent had funds
4 in her trust account for two clients, Client S and Client B.

5 10. On April 4, 2016, Respondent deposited \$42,000 in settlement funds to her trust
6 account for Client S.

7 11. On April 5, 2016, Respondent withdrew \$31,341 from her trust account to purchase
8 a cashier's check for Client S.

9 12. The remaining \$10,659 represented Respondent's earned fees, based on an hourly
10 fee rate. Instead of withdrawing her fees in one transaction, Respondent withdrew her fees in
11 13 transactions from April 4, 2016 to September 27, 2016. In one instance, on April 5, 2016,
12 Respondent withdrew \$5,000 in cash from her trust account.

13 13. Respondent did not provide Client S with written notice of her intent to withdraw
14 earned fees from her trust account before she started making the withdrawals.

15 14. In May or June 2016, Respondent prepared a billing statement for Client S. The
16 billing statement did not accurately reflect how Client S's funds had been or were being
17 disbursed from Respondent's trust account.

18 15. During the time Respondent maintained earned fees for Client S's case in her trust
19 account, she deposited Client B's funds to the trust account, thereby commingling her own
20 funds with Client B's funds in her trust account.

21 **III. STIPULATION TO MISCONDUCT**

22 16. By failing to maintain a complete, accurate, and contemporaneous trust account
23 check register and client ledgers, Respondent violated RPC 1.15A(h)(2), RPC 1.15B(a)(1), and

1 | RPC 1.15B(a)(2).

2 | 17. By failing to reconcile her trust account, Respondent violated RPC 1.15A(h)(6) and
3 | RPC 1.15B(a)(8).

4 | 18. By making a cash withdrawal from her trust account, Respondent violated RPC
5 | 1.15A(h)(5).

6 | 19. By retaining her own funds in the trust account and by failing to hold client property
7 | separate from her own property, Respondent violated RPC 1.15A(c) and RPC 1.15A(h)(1).

8 | 20. By failing to provide her client with written notice of her intent to withdraw earned
9 | fees from the trust account and by failing to provide her client with a prompt and accurate
10 | written accounting after distributing funds from the trust account, Respondent violated RPC
11 | 1.15A(e), RPC 1.15A(h)(3), and RPC 1.4.

12 | **IV. PRIOR DISCIPLINE**

13 | 21. Respondent does not have a record of prior discipline.

14 | **V. APPLICATION OF ABA STANDARDS**

15 | 22. The following American Bar Association Standards for Imposing Lawyer Sanctions
16 | (1991 ed. & Feb. 1992 Supp.) apply to this case:

17 | ***4.1 Failure to Preserve the Client's Property***

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

20 | 4.12 Suspension is generally appropriate when a lawyer knows or should
21 | know that he is dealing improperly with client property and causes injury
22 | or potential injury to a client.

21 | 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing
22 | with client property and causes injury or potential injury to a client.

22 | 4.14 Admonition is generally appropriate when a lawyer is negligent in
23 | dealing with client property and causes little or no actual or potential
24 | injury to a client.

23 | 23. Respondent should have known that she was not properly handling client funds or

1 her trust account.

2 24. Respondent's conduct caused potential injury in that client funds were not properly
3 tracked, client funds were made vulnerable to Respondent's creditors by being commingled
4 with Respondent's funds, and Client S was not provided with timely or accurate information
5 about the handling of Client S's settlement funds.

6 25. The presumptive sanction is suspension.

7 26. The following aggravating factor applies under ABA Standard 9.22:

- 8 (i) substantial experience in the practice of law (admitted to practice in
9 2006).

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

- 11 (a) absence of a prior disciplinary record; and
12 (b) absence of a dishonest or selfish motive.

13 28. It is an additional mitigating factor that Respondent has agreed to resolve this matter
14 at an early stage of the proceedings and that Respondent has taken steps to bring her trust
15 account records into compliance with the RPC prior to entering into this Stipulation.

16 29. Based on the factors set forth above, the presumptive sanction should be mitigated to
17 reprimand.

18 VI. STIPULATED DISCIPLINE

19 30. The parties stipulate that Respondent shall receive a reprimand for her conduct.

20 31. Respondent will be subject to probation for a period of two years commencing upon
21 final approval of this stipulation with periodic reviews under ELC 13.8 of her trust account
22 practices, and must comply with the specific probation terms set forth below:

- 23 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC
24 1.15B, and shall carefully review the current version of the publication, Managing
Client Trust Accounts: Rules, Regulations, and Common Sense.

- 1 b) For all client matters, Respondent shall have a written fee agreement signed by the
2 client, which agreements are to be maintained for least seven years (see RPC
3 1.15B(a)(3)).
- 4 c) On a monthly basis, using ODC's form report entitled "Monthly Reconciliation and
5 Review Report," Respondent shall review the trust-account records detailed on the
6 form report, review the completed report, and sign and date the completed report.
- 7 d) On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-
8 account records for the time period to be reviewed by ODC's audit staff and
9 disciplinary counsel for compliance with the RPC:
- 10 i) Months 1 – 3. By no later than the 30th day of the fourth month after the
11 commencement of probation, Respondent shall provide the trust account
12 records from the date of commencement of probation to the end of the third
13 full month.
- 14 ii) Months 4 – 6. By no later than the 30th day of the seventh month after the
15 commencement of probation, Respondent shall provide the trust account
16 records from the end of the previously provided quarter through the end of
17 month six.
- 18 iii) Months 7 – 9. By no later than the 30th day of the tenth month after the
19 commencement of probation, Respondent shall provide the trust account
20 records from the end of the previously provided quarter through the end of
21 month nine.
- 22 iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after
23 the commencement of probation, Respondent shall provide the trust
24 account records from the end of the previously provided quarter through
the end of month twelve.
- v) Months 13– 15. By no later than the 30th day of the sixteenth month after
the commencement of probation, Respondent shall provide the trust
account records from the end of the previously provided quarter through
the end of month fifteen.
- vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after
the commencement of probation, Respondent shall provide the trust
account records from the end of the previously provided quarter through
the end of month eighteen.
- vii) Months 19 – 21. By no later than the 30th day of the twenty-second month
after the commencement of probation, Respondent shall provide the trust
account records from the end of the previously provided quarter through
the end of month twenty-one.

1 The trust account records Respondent provides to ODC for each quarterly review of
2 his trust account will include: (a) copies of each completed "Monthly
3 Reconciliation and Review Report" referenced in sub-paragraph(c) above, (b) a
4 complete checkbook register for his/her trust account covering the period being
5 reviewed, (c) complete individual client ledger records for any client with funds in
6 Respondent's trust account during all or part of the period being reviewed, as well
7 as for Respondent's own funds in the account (if any), and (d) copies of all trust-
8 account bank statements, deposit slips, and cancelled checks covering the period
9 being reviewed. The ODC's Audit Manager or designee will review Respondent's
10 trust account records for each period.

11 e) On the same quarterly time schedule set forth in the preceding paragraph,
12 Respondent will provide ODC's Audit Manager or designee with copies of any and
13 all fee agreements entered into within the time period at issue.

14 f) The ODC's Audit Manager or designee may request additional financial or client
15 records if needed to verify Respondent's compliance with RPC 1.15A and/or 1.15B.
16 Within twenty days of a request from ODC's Audit Manager or designee for
17 additional records needed to verify Respondent's compliance with RPC 1.15A
18 and/or RPC 1.15B, Respondent will provide ODC's Audit Manager or designee the
19 additional records requested.

20 g) Respondent will reimburse the Association for time spent by ODC's Audit Manager
21 or designee in reviewing and reporting on Respondent's records to determine
22 his/her compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per hour.
23 Respondent will make payment within thirty days of each written invoice setting
24 forth the auditor's time and payment due.

25 VII. RESTITUTION

26 32. Restitution is not required under this stipulation.

27 VIII. COSTS AND EXPENSES

28 33. Respondent shall pay attorney fees and administrative costs of \$1,323.92 in
29 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
30 if these costs are not paid within 30 days of approval of this Stipulation.

31 IX. VOLUNTARY AGREEMENT

32 34. Respondent states that prior to entering into this Stipulation she had an opportunity
33 to consult independent legal counsel regarding this Stipulation, that Respondent is entering into

1 | this Stipulation voluntarily, and that no promises or threats have been made by ODC, the
2 | Association, nor by any representative thereof, to induce the Respondent to enter into this
3 | Stipulation except as provided herein.

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

6 | **X. LIMITATIONS**

7 | 36. This Stipulation is a compromise agreement intended to resolve this matter in
8 | accordance with the purposes of lawyer discipline while avoiding further proceedings and the
9 | expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
10 | and ODC acknowledge that the result after further proceedings in this matter might differ from
11 | the result agreed to herein.

12 | 37. This Stipulation is not binding upon ODC or the Respondent as a statement of all
13 | existing facts relating to the professional conduct of the Respondent lawyer, and any additional
14 | existing facts may be proven in any subsequent disciplinary proceedings.

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

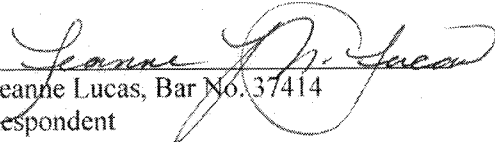
22 | 39. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for
23 | his or her review become public information on approval of the Stipulation by the Hearing

1 Officer, unless disclosure is restricted by order or rule of law,


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

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

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

11 
12 Leanne Lucas, Bar No. 37414
13 Respondent

Dated: 11-8-17

14
15 
16 Marsha Matsumoto, Bar No. 15831
17 Managing Disciplinary Counsel

Dated: 11/9/17