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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

RYAN SCOTT TAROSKI,
Lawyer (Bar No. 38412).

Proceeding No. 15#00099

WSBA File Nos. 15-00222, 15-00472, and 15-00555

STIPULATION TO ONE-YEAR
SUSPENSION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to One-Year Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Jonathan Burke and Respondent lawyer Ryan Scott Taroski.

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 outcome more favorable or less favorable to him. Respondent chooses to resolve this

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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 AND LICENSE STATUS**

4 1. Respondent was admitted to practice law in the State of Washington on November
5 17, 2006.

6 2. On April 29, 2015, the Washington Supreme Court entered an order suspending
7 Respondent's license effective May 6, 2015 for failing to pay 2015 licensing fees.

8 3. At this time, Respondent's license to practice law remains administratively
9 suspended.

10 **II. STIPULATED FACTS**

11 **A. Facts Relating to Compliance with Prior Stipulation**

12 4. On October 23, 2014, a hearing officer approved a Stipulation to Reprimand for (1)
13 Respondent's failure to respond to a client's requests for information in violation of RPC 1.4(b),
14 (2) Respondent's failure file a response for clients and failing to appear at a contempt hearing in
15 violation of RPC 1.3 and RPC 3.2, and (3) Respondent's failure to promptly return a client's file
16 after withdrawal in violation of RPC 1.16(d).

17 5. The Stipulation to Reprimand placed Respondent on probation for one year. The
18 probation terms required Respondent to be in a therapeutic relationship with a mental health
19 professional within 30 days of the stipulation. Respondent was required to maintain the
20 therapeutic relationship with the mental health professional and personally see the mental health
21 professional as often as required by the mental health professional.

22 6. Respondent was required to submit quarterly reports to disciplinary counsel attesting
23 to his compliance with the probationary terms, which were due within two weeks of the end of

1 each calendar quarter.

2 7. Respondent did not comply with any of the probation terms.

3 8. The Stipulation to Reprimand required Respondent to pay \$500 plus accrued interest
4 to the Association for costs and expenses within thirty days after the stipulation became final on
5 November 22, 2014.

6 9. Respondent never paid the Association for any costs and expenses related to the
7 Stipulation to Reprimand.

8 **B. Facts Relating to SJ Matter**

9 10. Respondent was hired to represent SJ in a criminal matter. SJ was charged with
10 manufacture, delivery, and possession of methamphetamine.

11 11. SJ's trial was scheduled to commence on October 15, 2012.

12 12. A readiness hearing for SJ's trial was scheduled for October 11, 2012.

13 13. Respondent was in court prior to the readiness hearing on October 11, 2012.
14 Respondent and SJ had a disagreement regarding whether SJ would accept a plea bargain.

15 14. Respondent left the courthouse and did not appear at SJ's readiness hearing.

16 15. During the readiness hearing, SJ informed the court that she was not satisfied with
17 Respondent's representation.

18 16. Respondent's actions and SJ's statements caused the court to assign a public
19 defender to represent SJ.

20 **C. Facts Relating to Ostgaard Matter**

21 17. In 2012, Respondent was hired to represent David Ostgaard (Ostgaard) in connection
22 with Ostgaard's bad faith insurance claim against insurer MetLife.

23 18. On April 16, 2012, Respondent filed a complaint in the Ostgaard matter. On August

1 29, 2012, Respondent filed an amended complaint.

2 19. On November 29, 2012, MetLife filed an answer to the amended complaint.

3 20. After receiving MetLife's answer, Respondent did not diligently pursue Ostgaard's
4 pending lawsuit against MetLife.

5 21. Two years later, on December 3, 2014, MetLife served interrogatories and requests
6 for production on Respondent.

7 22. On February 6, 2015, Respondent informed MetLife's lawyer that he was about to be
8 suspended for failing to comply with the Association's continuing legal education requirements.
9 Respondent told MetLife's attorney that he would not continue to represent Ostgaard, but
10 Respondent did not file a notice of withdrawal at that time.

11 23. On March 2, 2015, MetLife's lawyer filed a motion to compel production of
12 documents. The hearing was scheduled for March 13, 2015.

13 24. On March 12, 2015, Respondent prepared a response to MetLife's discovery
14 requests reflecting that it was from Ostgaard *pro se*. Respondent faxed the discovery response
15 to MetLife's lawyer. The response from Respondent was not sufficient to resolve MetLife's
16 motion to compel.

17 25. On March 12, 2015, Respondent told MetLife's lawyer that Ostgaard had terminated
18 him and that Respondent would be administratively suspended "at any time" for failure to
19 comply with the Association's licensing requirements.

20 26. Respondent never attempted to ascertain whether he was suspended. As stated
21 above, Respondent was eventually suspended by the Supreme Court effective May 6, 2015.

22 27. Respondent did not appear in court at the March 13, 2015 hearing on MetLife's
23 motion to compel.

1 28. The court could not rule on MetLife's motion to compel because Respondent, who
2 was still Ostgaard's lawyer of record, did not appear. The court continued MetLife's motion
3 until April 3, 2015.

4 29. Respondent did not appear at the continued hearing on April 3, 2015.

5 30. Respondent attempted to find other counsel to represent Ostgaard but was
6 unsuccessful in his attempts to find substitute counsel.

7 31. On June 23, 2015, Respondent filed a notice of withdrawal in the Ostgaard case.

8 **D. Facts Relating to Rodriguez**

9 32. On September 30, 2010, Karen Rodriguez (Rodriguez) suffered injuries after being
10 hit by an automobile while walking to work.

11 33. On November 18, 2010, Rodriguez hired Respondent to handle her personal injury
12 claim. This was Respondent's first and only personal injury case. Under the terms of the fee
13 agreement, Respondent charged a thirty percent contingent fee.

14 34. In late December 2011, the claim was settled for \$13,500. At the time of the
15 settlement, Rodriguez had outstanding medical bills totaling \$8,423.18. The December 30, 2011
16 letter from the insurance company's claims representative reminded Respondent that Rodriguez
17 was responsible for payment of her medical bills. .

18 35. After receiving the \$13,500 payment, Respondent charged \$3,500 as his contingent
19 fee and paid the remaining \$10,000 to Rodriguez. Respondent did not inform Rodriguez that
20 she was responsible for paying the outstanding medical bills. Respondent's errors were due to
21 his lack of knowledge in handling personal injury matters.

22 36. In 2014, Rodriguez discovered that she owed outstanding medical bills when she
23 was denied a car loan due to bad credit.

1 37. During May and June 2014, Rodriguez attempted to reach Respondent by leaving
2 telephone messages and sending emails and letters, but Respondent did not contact Rodriguez.

3 **III. STIPULATION TO MISCONDUCT**

4 38. By failing to comply with the terms of probation, as set forth in the Stipulation to
5 Reprimand, Respondent violated RPC 8.4(I), ELC 1.5, ELC 9.1(j), and ELC 13.8(j).

6 39. By failing to pay costs as set forth in the Stipulation to Reprimand, Respondent
7 violated RPC 8.4(I), ELC 1.5, ELC 9.1(j), and ELC 13.9(j).

8 40. By failing to appear at the readiness conference for SJ, Respondent violated RPC
9 1.3.

10 41. By failing to diligently pursue Ostgaard's litigation for two years, Respondent
11 violated RPC 1.3 and RPC 3.2.

12 42. By failing to file a timely notice of withdrawal in the Ostgaard litigation, Respondent
13 violated RPC 8.4(d) (conduct prejudicial to the administration of justice), ELC 14.1(c), ELC
14 1.5, and RPC 8.4(I).

15 43. By failing to keep Rodriguez informed about the medical bills owed, Respondent
16 violated RPC 1.4(a).

17 **IV. PRIOR DISCIPLINE**

18 44. On October 23, 2014, a hearing officer approved a Stipulation to Reprimand for (1)
19 Respondent's failure to respond to a client's requests for information in violation of RPC 1.4(b),
20 (2) Respondent's failure file a response for clients and failing to appear at a contempt hearing in
21 violation of RPC 1.3 and RPC 3.2, and (3) Respondent's failure to promptly return a client's file
22 after withdrawal in violation of RPC 1.16(d).

1 50. Reprimand is the presumptive sanction under ABA Standard 7.3.

2 51. ABA Standard 4.4 applies to Respondent's failure diligently represent SJ and
3 Ostgaard, and his failure to communicate with Rodriguez. It provides as follows:

4 **4.4 Lack of Diligence**

5 4.41 Disbarment is generally appropriate when:

- 6 (a) a lawyer abandons the practice and causes serious or potentially
7 serious injury to a client; or
8 (b) a lawyer knowingly fails to perform services for a client and causes
9 serious or potentially serious injury to a client; or
10 (c) a lawyer engages in a pattern of neglect with respect to client
11 matters and causes serious or potentially serious injury to a client.

9 4.42 **Suspension is generally appropriate when:**

- 10 (a) **a lawyer knowingly fails to perform services for a client and
11 causes injury or potential injury to a client, or**
12 (b) **a lawyer engages in a pattern of neglect and causes injury or
13 potential injury to a client.**

12 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
13 not act with reasonable diligence in representing a client, and causes injury
14 or potential injury to a client.

14 4.44 Admonition is generally appropriate when a lawyer is negligent and does
15 not act with reasonable diligence in representing a client, and causes little
16 or no actual or potential injury to a client.

16 52. Respondent knowingly failed to appear at the readiness hearing causing potential
17 injury to SJ several before the scheduled trial.

18 53. Respondent engaged in a pattern of neglect in the SJ, Ostgaard, and Rodriguez
19 matters causing harm or potential harm to the clients.

20 54. Suspension is the presumptive sanction for Respondent's conduct under ABA
21 Standard 4.42(a) and 4.42(b).

22 55. The following aggravating factors apply under ABA Standard 9.22:

- 23 (a) Prior disciplinary offense [Respondent received a reprimand in October 2014];

1 (d) Multiple offenses [Respondent violated a number of RPCs];

2 56. The following mitigating factors apply under ABA Standard 9.32:

3 (b) Absence of dishonest or selfish motive; and

4 (c) Personal or emotional problems [During material times, Respondent was
5 experiencing mental health issues, which are identified in the Confidential
6 Attachment to Stipulation to Reprimand, which is attached hereto as Exhibit 1].¹

7 57. It is an additional mitigating factor that Respondent has agreed to resolve this matter
8 at an early stage of the proceedings.

9 58. On balance the aggravating and mitigating factors do not require a departure from
10 the presumptive sanction of suspension.

11 VI. STIPULATED DISCIPLINE

12 59. The parties stipulate that Respondent shall receive an one year suspension for his
13 conduct.

14 60. Respondent's reinstatement to practice is conditioned upon a successful fitness to
15 practice examination by a mental health professional acceptable to disciplinary counsel. The
16 evaluator will be provided with the Confidential Attachment to Stipulation to Reprimand.

17 61. Upon reinstatement, Respondent will be subject to probation for a one-year period
18 and shall comply with the specific probation terms set forth below.

19 62. During the one-year probation period, Respondent will commence, participate, and
20 maintain treatment with a mental health professional acceptable to ODC's Probation
21 Administrator. The mental health professional will be provided with the Confidential
22 Attachment to Stipulation to Reprimand (Exhibit 1). Respondent will follow the treatment

23 ¹ This will be filed under seal.

1 recommended by the mental health professional and see the mental health professional as often
2 as required by the mental health professional.

3 63. Respondent shall have the mental health professional submit quarterly reports to
4 ODC's Probation Administrator demonstrating compliance with the terms of probation and
5 fitness to practice. These reports will be due within two weeks of the end of each calendar
6 quarter.

7 64. Respondent shall be solely responsible for the compensation of the mental health
8 professional.

9 VII. RESTITUTION

10 65. Restitution does not apply.

11 VIII. COSTS AND EXPENSES

12 66. In light of Respondent's willingness to resolve this matter by stipulation at an early
13 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$500 in
14 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
15 if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
16 suspension is conditioned on payment of costs in this matter and the costs previously assessed in
17 connection with the Stipulation to Reprimand.

18 IX. VOLUNTARY AGREEMENT

19 67. Respondent states that prior to entering into this Stipulation he had an opportunity to
20 consult independent legal counsel regarding this Stipulation, that Respondent is entering into
21 this Stipulation voluntarily, and that no promises or threats have practice. The statement must
22 be received within 30 days of the date Respondent seeks reinstatement.

23 68. Once fully executed, this stipulation is a contract governed by the legal principles

1 applicable to contracts, and may not be unilaterally revoked or modified by either party.

2 X. LIMITATIONS

3 69. This Stipulation is a compromise agreement intended to resolve this matter in
4 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
5 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
6 and ODC acknowledge that the result after further proceedings in this matter might differ from
7 the result agreed to herein.

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

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

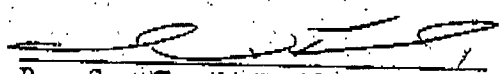
18 72. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary
19 Board shall have available to it for consideration all documents that the parties agree to submit
20 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that
21 form the record before the Board for its review become public information on approval of the
22 Stipulation by the Board, unless disclosure is restricted by order or rule of law.

23 73. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will

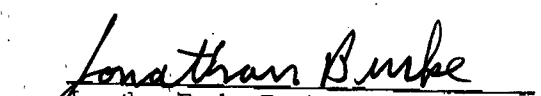
1 | be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
2 | Rules for Enforcement of Lawyer Conduct will be made.

3 | 74. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this
4 | Stipulation will have no force or effect, and neither it nor the fact of its execution will be
5 | admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
6 | proceeding, or in any civil or criminal action.

7 | WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation
8 | to Discipline as set forth above.

9 | 
10 | Ryan Scott Taroski, Bar No. 38412
11 | Respondent

Dated: 10/1/15

12 | 
13 | Jonathan Burke, Bar No. 20910
14 | Senior Disciplinary Counsel

Dated: 10/1/15