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**FILED**

OCT 03 2014

**DISCIPLINARY BOARD**

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**ERIKA CARROLL HAYNES SNYDER,**

Lawyer (Bar No. 40276).

Proceeding No.

STIPULATION TO SUSPENSION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Erica Temple and Respondent lawyer Erika Carroll Haynes Snyder.

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

Page 1

OFFICE OF DISCIPLINARY COUNSEL  
OF THE WASHINGTON STATE BAR ASSOCIATION  
1325 4<sup>th</sup> Avenue, Suite 600  
Seattle, WA 98101-2539  
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002

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 June 27,  
4 2008.

5 **II. STIPULATED FACTS**

6 2. In March 2012, Jeanne Brown contacted Respondent's employer, Wallace Law  
7 Office, for assistance in finalizing a settlement dividing property acquired during a meretricious  
8 relationship.

9 3. The Whitman County Superior Court, located in Colfax, Washington, had entered  
10 the settlement in June 2011. The court had ordered Robin Stobie to sign and deliver title to a  
11 Chrysler Crossfire to Ms. Brown, but Mr. Stobie was refusing to cooperate, and Ms. Brown was  
12 unable to legally license and drive the vehicle.

13 4. Wallace Law Office assigned Respondent to be responsible for work relating to  
14 transferring the Crossfire title.

15 5. Ms. Brown lived out of state and corresponded via email. She spoke with  
16 Respondent once at the beginning of the representation, then communicated via email after that.

17 6. During the entire time that Respondent represented Ms. Brown, she filed one  
18 document in Ms. Brown's Whitman County Superior Court case, on July 25, 2013 (discussed  
19 below).

20 7. Beginning in July 2012, Ms. Brown emailed Respondent's assistant, Daniel Biwer,  
21 multiple times that she was frustrated with the status of the case and wanted an update.

22 8. On August 23, 2012, Mr. Biwer emailed a two page Motion/Declaration for an  
23 Order to Show Cause re Contempt for Ms. Brown's signature and review. Although

1 Respondent had not any filed paperwork with the court, on September 14, 2012, Mr. Biber  
2 wrote to Ms. Brown, with a copy to Respondent, "The Court has not set a date for your hearing  
3 yet, but they should very soon." On October 11, 2012, Mr. Biber wrote to Ms. Brown, with a  
4 copy to Respondent, that "the court date has been tentatively set for October 28<sup>th</sup>."

5 9. October 28, 2012 was a Sunday.

6 10. On October 23, 2012, Mr. Biber wrote to Ms. Brown, "I checked in with Erika,  
7 and she told me our service guy was planning to drive down either today or tomorrow."

8 11. On October 30, 2012, Mr. Biber wrote to Ms. Brown, with a copy to Respondent;  
9 "Service was attempted multiple times...there was no answer...the hearing had to be pushed  
10 back as a result."

11 12. On November 16, 2012, Mr. Biber wrote to Ms. Brown, with a copy to  
12 Respondent, that "We can file the motion for service by mail right away next week. I'll touch  
13 base with you as soon as that has been done with further details."

14 13. On November 21, 2012, Ms. Brown signed and returned a two page Motion and  
15 Declaration to Serve by Mail. Respondent never sent these documents for service.

16 14. Over the next month, Ms. Brown sent multiple emails requesting an update on her  
17 case.

18 15. Although no motion to serve by mail had even been filed, on January 7, 2013, Mr.  
19 Biber wrote to Ms. Brown, with a copy to Respondent, that

20 I spoke with [Respondent], and she informed me that the motion to serve by mail  
21 was granted. She has already mailed the necessary documents to Mr. Stobie as  
22 well. If he does not respond within the **necessary time period**, she will be able  
23 to ask for a default judgment.

24 16. On January 16, 2013, Respondent wrote to Ms. Brown, "We are coming up to the  
end of his 60 day window to respond. I will be requesting a default judgment."

1 17. On January 29, 2013, Respondent wrote to Ms. Brown that, "His attorney refused  
2 to accept service. That is why we are running around trying to find Robin. I will use the march  
3 [sic] 31 date to encourage the judge to give us the default judgment."

4 18. On February 6, 2013, Ms. Brown wrote to Respondent that they would be moving  
5 at the end of March. Respondent responded that she was "headed down to Whitman this  
6 afternoon. I am certain that we will have a judgment prior to your move."

7 19. On Wednesday February 27, 2013, Respondent wrote to Ms. Brown:

8 [G]iven your time constraints and obvious concerns, I will drive down Friday,  
9 file all paperwork and just simply set the hearing. At that hearing I will make a  
10 record with the judge and I will serve his attorney with the date and time. I did  
11 mail paperwork to his last known address and never received a response.

12 20. Although no motion had been filed and no hearing date had been set, on March 1,  
13 2013, Respondent wrote to Ms. Brown, "Hearing will be Friday, 22 March at 8:30 a.m. Papers  
14 sent to Robin's attorney."

15 21. On May 3, 2013, Respondent wrote to Ms. Brown, "I will set this MYSELF on  
16 Monday. It will be heard 15 days from then. Period."

17 22. On Thursday May 16, 2013, Respondent sent Ms. Brown a copy of the motion to  
18 enforce, noting that if she returned it by "tomorrow morning, I will drive to Colfax and file it.  
19 Otherwise, I will do so Monday."

20 23. On Friday May 24, 2013, Respondent wrote to Ms. Brown that paperwork had  
21 been filed.

22 24. On July 25, 2013, Respondent filed a Motion to Enforce Order as Previously  
23 Ordered. This is the only document that Respondent ever filed in Ms. Brown's case.

24 25. The court set a hearing date of August 16, 2013.

26. On August 16, 2013, the hearing was stricken because Respondent did not appear.

1 27. After that, Respondent stopped responding to Ms. Brown's attempts at  
2 communication.

3 28. In November 2013, Ms. Brown filed a grievance with ODC.

4 29. The Wallace Law Office has refunded Ms. Brown's fee in full.

### 5 III. STIPULATION TO MISCONDUCT

6 30. By failing to take any significant action on Ms. Brown's case for more than a year  
7 and a half, Respondent violated RPC 1.3.

8 31. By repeatedly telling Ms. Brown, falsely, that she had taken certain action on her  
9 case, including filing documents and setting court dates, Respondent violated RPC 1.4 and RPC  
10 8.4(c).

### 11 IV. PRIOR DISCIPLINE

12 32. Respondent has no prior discipline.

### 13 V. APPLICATION OF ABA STANDARDS

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

16 34. ABA Standard 4.4 is most applicable to violations of RPC 1.3:

17 4.42 Suspension is generally appropriate when:

- 18 (a) a lawyer knowingly fails to perform services for a client and causes  
19 injury or potential injury to a client, or  
(b) a lawyer engages in a pattern of neglect and causes injury or potential  
injury to a client.

20 35. Respondent acted knowingly in failing to act with diligence in Ms. Brown's case.

21 36. Ms. Brown was injured because she did not have the use of her car for well over a  
22 year.

23 37. The presumptive sanction is suspension.

1 38. ABA Standard 4.6 is most applicable to the violations of RPC 1.4 and RPC 8.4(c)  
2 (candor towards a client):

3 4.62 Suspension is generally appropriate when a lawyer knowingly deceives a client,  
4 and causes injury or potential injury to the client.

5 39. Respondent acted knowingly in making false statements to Ms. Brown.

6 40. Ms. Brown was injured by the fact that her case was delayed for over a year while  
7 she thought that the case was moving forward.

8 41. The presumptive sanction is suspension.

9 42. The following aggravating factors apply under ABA Standard 9.22:

- 10 (c) a pattern of misconduct;  
11 (d) multiple offenses.

12 43. The following mitigating factors apply under ABA Standard 9.32:

- 13 (a) absence of a prior disciplinary record;  
14 (c) personal or emotional problems.

15 44. It is an additional mitigating factor that Respondent has agreed to resolve this matter  
16 at an early stage of the proceedings.

17 45. On balance the aggravating and mitigating factors do not require a departure from  
18 the presumptive sanction.

## 19 VI. STIPULATED DISCIPLINE

20 46. The parties stipulate that Respondent shall receive a 24 month suspension for her  
21 conduct.

## 22 VII. RESTITUTION

23 47. Restitution is not appropriate in this matter.

## 24 VIII. COSTS AND EXPENSES

48. In light of Respondent's willingness to resolve this matter by stipulation at an early

1 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$500 in  
2 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)  
3 if these costs are not paid within 30 days of approval of this stipulation.

#### 4 IX. VOLUNTARY AGREEMENT

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

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

#### 12 X. LIMITATIONS

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

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

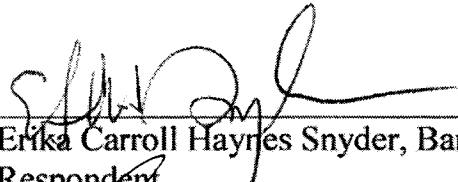
21 53. This Stipulation results from the consideration of various factors by both parties,  
22 including the benefits to both by promptly resolving this matter without the time and expense of  
23 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As

1 such, approval of this Stipulation will not constitute precedent in determining the appropriate  
2 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in  
3 subsequent proceedings against Respondent to the same extent as any other approved  
4 Stipulation.

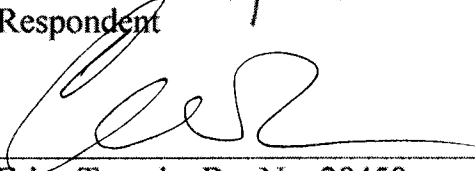
5 54. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary  
6 Board shall have available to it for consideration all documents that the parties agree to submit  
7 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that  
8 form the record before the Board for its review become public information on approval of the  
9 Stipulation by the Board, unless disclosure is restricted by order or rule of law. If this  
10 Stipulation is approved by the Disciplinary Board and Supreme Court, it will be followed by the  
11 disciplinary action agreed to in this Stipulation. All notices required in the Rules for  
12 Enforcement of Lawyer Conduct will be made.

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

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

19   
20 \_\_\_\_\_  
Erika Carroll Haynes Snyder, Bar No. 40276  
Respondent

Dated: 28 July 2014

21   
22 \_\_\_\_\_  
Erica Temple, Bar No. 28458  
23 Disciplinary Counsel

Dated: 7/29/14