

FILED

Nov 14 2019

Disciplinary
Board

Docket # 022

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6 BEFORE THE
7 DISCIPLINARY BOARD
8 OF THE
9 WASHINGTON SUPREME COURT

10 In re

11 **CHRIS MARYATT,**
12 Lawyer (Bar No. 40619).

Proceeding No. 19#00004

ODC File No. 18-01143

STIPULATION TO DISBARMENT

13 Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer
14 Conduct (ELC), the following Stipulation to Disbarment is entered into by the Office of
15 Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through
16 disciplinary counsel Scott G. Busby and Kirsten Schimpff, and Respondent lawyer Chris
17 Maryatt.

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

4 **I. ADMISSION TO PRACTICE**

5 1. Respondent was admitted to practice law in the State of Washington on November 6,
6 2008.

7 **II. STIPULATED FACTS**

8 2. On May 9, 2017 Respondent was suspended from the practice of law by order of
9 the Washington Supreme Court for failing to pay his licensing fees.

10 3. On or before May 11, 2017, Respondent knew that he was suspended from the
11 practice of law.

12 4. Respondent remained suspended until June 7, 2018.

13 5. On or about June 14, 2017, Respondent met with Edgar Castellanos Alvarado to
14 discuss some legal matters that Mr. Castellanos Alvarado needed assistance with.

15 6. Respondent told Mr. Castellanos Alvarado that he could represent him in his legal
16 matters.

17 7. Respondent did not inform Mr. Castellanos Alvarado that he was suspended from
18 the practice of law.

19 8. On or about June 23, 2017, Respondent and Mr. Castellanos Alvarado executed a
20 written fee agreement whereby Respondent agreed to represent Mr. Castellanos Alvarado in a
21 Chapter 7 bankruptcy in exchange for a flat fee of \$1,700 plus costs.

22 9. On or about June 23, 2017, Respondent and Mr. Castellanos Alvarado executed a
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1 second written fee agreement whereby Respondent agreed to represent Mr. Castellanos
2 Alvarado in a “credit repair” in exchange for a flat fee of \$500 plus costs.

3 10. On or about August 7, 2017, Respondent and Mr. Castellanos Alvarado executed a
4 third written fee agreement whereby Respondent agreed to represent Mr. Castellanos Alvarado
5 in a marital dissolution in exchange for a flat fee of \$1,500 plus a “file maintenance” fee of
6 \$250 and costs.

7 11. During the course of the representations, Mr. Castellanos Alvarado paid
8 Respondent at least \$6,227.85 for legal fees and costs, including filing fees.

9 12. Respondent never incurred any filing fees because he never filed a dissolution
10 petition, a bankruptcy petition, or anything else.

11 13. During the course of the representations, while he was suspended from the practice
12 of law, Respondent engaged in the practice of law by giving Mr. Castellanos Alvarado legal
13 advice and counsel for fees, and by drafting at least one legal document for him.

14 14. During the course of the representations, Respondent made multiple false
15 representations to Mr. Castellanos Alvarado about the status of his matters, including the
16 following:

- 17 a. That the dissolution had been “submitted to the ex parte calendar;”
- 18 b. That the court had “imposed a short continuance for a couple of weeks;”
- 19 c. That the judge had “signed another short continuance;” and
- 20 d. That “the judge gave a continuance to have USPS mail process in addition to the
21 steps we completed.”

22 15. On or about May 15, 2018, Respondent submitted an Application for Change of
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1 License Status to Active to the Washington State Bar Association (WSBA).

2 16. In his application, Respondent acknowledged that he had been suspended since
3 May 9, 2017, and certified under penalty of perjury that he had not engaged in the practice of
4 law in Washington during his suspension.

5 17. On or about June 4, 2018, Mr. Castellanos Alvarado asked Respondent for the case
6 number of his dissolution. Mr. Castellanos Alvarado explained that his immigration lawyer
7 urgently needed a copy of the petition, and that he needed to have the dissolution finalized as
8 soon as possible.

9 18. Respondent made various excuses for not providing the case number (which did
10 not exist), and failed to inform Mr. Castellanos Alvarado that the case had never been filed.

11 19. Mr. Castellanos Alvarado went to the King County Courthouse to inquire about the
12 status of his dissolution, and learned for the first time from a court employee that the case had
13 never been filed.

14 20. Mr. Castellanos Alvarado then learned from a friend that Respondent was
15 suspended from the practice of law.

16 21. Respondent was reinstated to active status on June 7, 2018.

17 22. On or about July 10, 2018, Mr. Castellanos Alvarado told Respondent what he had
18 learned and demanded a full refund.

19 23. Respondent denied that he had been suspended from the practice of law when the
20 representations began in June 2017.

21 24. Respondent declined to provide a full refund and offered to do a “refund
22 calculation.”

1 25. On July 10, 2018, Mr. Castellanos Alvarado filed a grievance against Respondent.
2 On July 13, 2018, ODC sent the grievance to Respondent with a request for his response.

3 26. On July 16, 2018, after he received the grievance, Respondent told Mr. Castellanos
4 Alvarado that he was willing to pay “more than a full refund,” but needed to “work out a
5 payment plan.”

6 27. On July 22, 2018, Respondent offered to pay Mr. Castellanos Alvarado \$8,000 at
7 the rate of \$500 per month in exchange for withdrawing the grievance and refraining from
8 providing information to ODC. Respondent told Mr. Castellanos Alvarado, “The bar would still
9 ask for my response and I would deny the allegations, and then you would get payments from
10 me for a year and a half.”

11 28. On August 17, 2018, Respondent provided a written response to the grievance in
12 which he made multiple false representations, including the following:

- 13 a. That he did not perform any legal services during the period of his suspension;
14 b. That he and Mr. Castellanos Alvarado had never discussed Mr. Castellanos
15 Alvarado’s legal matters “in a professional setting of any kind;” and
16 c. That the payments Mr. Castellanos Alvarado made to him were personal “loans”
17 totaling \$8,000 that he intended to repay at the rate of \$500 per month.

18 III. STIPULATION TO MISCONDUCT

19 29. By representing to Mr. Castellanos Alvarado that he could represent him in his legal
20 matters, while omitting the fact that he was suspended from the practice of law, Respondent
21 violated RPC 7.1 and 8.4(c).

22 30. By making agreements for, charging, and collecting fees and expenses for services
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1 he did not perform and could not lawfully perform, Respondent violated RPC 1.5(a).

2 31. By engaging in the practice of law while suspended, Respondent violated RPC
3 5.5(a), RPC 5.8(a), RPC 8.4(b) (by violating RCW 2.48.180 (unlawful practice of law a crime)),
4 and RPC 8.4(j).

5 32. By failing to keep Mr. Castellanos Alvarado reasonably informed about the status of
6 a matter, and by making false representations in response to reasonable requests for information,
7 Respondent violated RPC 1.4(a) and 8.4(c).

8 33. By knowingly making a false statement of material fact in his reinstatement
9 application, Respondent violated RPC 8.1(a), RPC 8.4(b) (by violating RCW 9A.72.040 (false
10 swearing)), and 8.4(c).

11 34. By attempting to induce Mr. Castellanos Alvarado to withdraw his grievance and
12 refrain from providing information to ODC, Respondent violated RPC 8.4(c) and 8.4(d).

13 35. By knowingly making a false statement of material fact in his response to the
14 grievance, Respondent violated RPC 8.1(a) and RPC 8.4(c).

15 IV. PRIOR DISCIPLINE

16 36. Respondent has no prior discipline.

17 V. APPLICATION OF ABA STANDARDS

18 37. The following American Bar Association Standards for Imposing Lawyer Sanctions
19 (1991 ed. & Feb. 1992 Supp.) apply to this case: ABA Standards stds. 4.6, 5.1, 6.3, and 7.0.
20 The applicable ABA Standards are set forth in Appendix A.

21 38. In affirmatively misrepresenting the status of Mr. Castellanos Alvarado's matters,
22 and in making false and misleading communications about himself and the services he could
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1 lawfully provide, Respondent knowingly deceived Mr. Castellanos Alvarado with the intent to
2 benefit himself, and caused serious injury or potential serious injury to Mr. Castellanos
3 Alvarado. The presumptive sanction is disbarment under ABA Standards std. 4.61.

4 39. In charging and collecting money from Mr. Castellanos Alvarado for services not
5 performed and expenses not incurred, Respondent acted knowingly with the intent to benefit
6 himself, and caused serious or potentially serious injury to Mr. Castellanos Alvarado. The
7 presumptive sanction is disbarment under ABA Standards std. 7.1.

8 40. In engaging in the practice of law while suspended, Respondent acted knowingly
9 with the intent to benefit himself, and caused serious or potentially serious injury to Mr.
10 Castellanos Alvarado. The presumptive sanction is disbarment under ABA Standards std. 7.1.

11 41. In making multiple materially false statements of fact in his reinstatement
12 application and his response to the grievance, Respondent acted with the intent to deceive, and
13 such conduct seriously adversely reflects his fitness to practice. The presumptive sanction is
14 disbarment under ABA Standards std. 5.11(b).

15 42. In attempting to induce Mr. Castellanos Alvarado to “rescind” his grievance and
16 refrain from providing information to ODC, Respondent acted intentionally and caused
17 potentially significant interference with a legal proceeding. The presumptive sanction is
18 disbarment under ABA Standards std. 6.31(a).

19 43. The following aggravating factors apply under ABA Standard 9.22:

- 20 (b) dishonest or selfish motive;
- 21 (c) a pattern of misconduct;
- 22 (d) multiple offenses; and
- (i) substantial experience in the practice of law (admitted 2008).

23 44. The following mitigating factor applies under ABA Standard 9.32:

1 (a) absence of a prior disciplinary record.

2 45. The aggravating and mitigating factors do not require a departure from the
3 presumptive sanction.

4 **VI. STIPULATED DISCIPLINE**

5 46. The parties stipulate that Respondent shall be disbarred for his misconduct.

6 **VII. RESTITUTION**

7 1. Within 60 days, Respondent shall pay \$6,227.85 to Edgar Castellanos Alvarado,
8 together with 12% interest beginning May 8, 2018. Respondent shall receive credit for any
9 amount already paid. Within 60 days, Respondent shall submit proof of any amount already
10 paid.

11 2. Reinstatement from disbarment is conditioned on payment of restitution.

12 **VIII. COSTS AND EXPENSES**

13 3. Respondent shall pay attorney fees and administrative costs of \$1,500 in accordance
14 with ELC 13.9(i).

15 4. Respondent shall pay costs of \$289 for court reporter expenses and hearing officer
16 travel expenses.

17 5. The Association will seek a money judgment under ELC 13.9(l) if these costs and
18 expenses are not paid within 60 days of approval of this stipulation.

19 **IX. VOLUNTARY AGREEMENT**

20 6. Respondent states that prior to entering into this Stipulation (a) he had an
21 opportunity to consult independent legal counsel regarding this Stipulation, (b) he is entering
22 into this Stipulation voluntarily, and (c) no promises or threats have been made by ODC, the
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1 Association, or by any representative thereof, to induce the Respondent to enter into this
2 Stipulation except as provided herein.

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

5 X. LIMITATIONS

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

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

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

21 11. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on
22 the record agreed to by the parties. Under ELC 3.1(b), all documents that form the record
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1 before the Board for its review become public information on approval of the Stipulation by the
2 Board, unless disclosure is restricted by order or rule of law.


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

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


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

12 
13 Chris Maryatt, Bar No. 40619
14 Respondent

Dated: 9/30/19

15 
16 Scott G. Busby, Bar No. 17522
17 Senior Disciplinary Counsel

Dated: 9/30/2019

18 
19 Kirsten Schimpff, Bar No. 31299
20 Associate Director

Dated: 9/30/19