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FILED
OCT 08 2015
DISCIPLINARY
BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

MICHAEL D. JOHNSON,
Lawyer (Bar No. 40983).

Proceeding No. 14#00026

STIPULATION TO THREE YEAR
SUSPENSION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Three Year Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Debra Slater and Respondent lawyer Michael D. Johnson.

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 proceeding now by entering into the following stipulation to facts, misconduct and sanction to

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1 avoid the 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
4 December 4, 2008. He is living outside the United States and is not currently practicing law.

5 **II. STIPULATED FACTS**

6 **Kimberly Kelly Grievance**

7 2. On April 1, 2013, Kimberly Kelly hired Respondent to represent her in an
8 uncontested dissolution of marriage. Respondent and Kelly entered into a written fee agreement
9 in which Kelly agreed to pay Respondent \$150 per hour. The fee agreement also provided that
10 Respondent would periodically withdraw funds from an advance fee deposit, but would not mail
11 invoices to Kelly unless the deposit "ran out."

12 3. Kelly paid Respondent a \$1,500 advance fee deposit, which Respondent
13 deposited into his IOLTA account.

14 4. Respondent filed the dissolution petition and accompanying documents on April
15 12, 2013. After that, Respondent stopped communicating with Kelly about her case.

16 5. Kelly telephoned Respondent multiple times and left messages attempting to find
17 out about her case. She also sent multiple emails to Respondent trying to get information about
18 her case. Respondent did not respond to Kelly's attempts to communicate with him.

19 6. Kelly went to Respondent's office and left a note for him to contact her.
20 Respondent did not contact Kelly in response to the note she left for him. Respondent did not
21 provide Kelly with a telephone number or address where he could be reached.

22 7. On June 26, 2013, Kelly sent a letter to Respondent, asking him to contact her.
23 Respondent did not contact Kelly.

1 8. Respondent took no steps to complete Kelly's dissolution.

2 9. On December 10, 2013, after Kelly filed a grievance against Respondent,
3 Respondent withdrew from representing her and returned unearned fees of \$549 to Kelly.

4 10. Respondent did not send Kelly a billing statement or otherwise notify Kelly
5 before withdrawing earned fees and costs from his IOLTA account.

6 **Chrisandra Hughes Grievance**

7 11. On February 7, 2013, Chrisandra Hughes hired Respondent to represent her in a
8 dissolution of marriage. Respondent and Hughes entered into a written fee agreement in which
9 Hughes agreed to pay Respondent \$150 per hour. The fee agreement also provided that
10 Respondent would periodically withdraw funds from an advance fee deposit but would not mail
11 invoices unless the deposit "ran out."

12 12. Hughes paid Respondent a \$1,800 advance fee deposit, which he deposited into
13 his IOLTA account.

14 13. On April 18, 2013, Respondent filed the petition for dissolution of marriage and
15 accompanying documents.

16 14. On September 4, 2013, lawyer Mark Yelish entered an appearance on behalf of
17 Brian Hughes, Ms. Hughes' husband. Respondent did not inform Hughes that Yelish had
18 entered an appearance on behalf of her husband.

19 15. Hughes repeatedly tried to communicate with Respondent by telephone and
20 email to find out about her case. Respondent did not return Hughes's telephone calls, respond
21 to the emails she sent him, or otherwise communicate with her about her case. Hughes also
22 tried to contact Respondent in person by going to his office. She was told that he no longer had
23 an office there.

1 16. Respondent did not communicate with Hughes about her case. He did not
2 provide her with a telephone number or address where he could be reached.

3 17. Hughes grew frustrated with Respondent's failure to communicate with her. She
4 also became concerned about her case.

5 18. On October 4, 2013, Yelish notified Respondent that he had set a motion hearing
6 for the following Friday, October 11, 2013. Respondent did not inform Hughes of the
7 upcoming hearing, nor did he provide her with a copy of the motion filed by Yelish.

8 19. Hughes hired a new lawyer who notified Respondent that Hughes wished to
9 terminate his representation and requested an accounting or billing statements and a refund of
10 any unearned fees. Respondent did not provide the accounting or the billing statements that had
11 been requested, nor did he return any unearned fees to Hughes at that time.

12 20. On November 15, 2013, after Hughes had filed a grievance with ODC,
13 Respondent returned unearned fees of \$835 to Hughes. Respondent provided ODC with a
14 billing statement for Hughes showing \$965 in earned fees and costs.

15 21. Respondent did not give Hughes notice of his intent to withdraw \$965 in earned
16 fees and costs before doing so.

17 **Robert Dempsey Grievance**

18 22. On August 8, 2013, Robert Dempsey hired Respondent to represent him in an
19 uncontested dissolution of marriage. Dempsey entered into a written fee agreement with
20 Respondent in which he agreed to pay Respondent \$150 per hour. The fee agreement also
21 stated Respondent would periodically withdraw funds from an advance fee deposit but would
22 not mail an invoice to Dempsey unless the deposit "ran out."

23 23. Dempsey paid Respondent a \$1,500 advance fee deposit, which Respondent

1 deposited into his IOLTA account.

2 24. Respondent prepared the dissolution petition and accompanying documents. On
3 August 13, 2013, Christina Dempsey, Mr. Dempsey's wife, joined in the petition and waived
4 any notice of entry of the decree.

5 25. On August 21, 2013, Respondent filed the petition for dissolution and Christina
6 Dempsey's joinder.

7 26. Beginning in September 2013, Dempsey tried to contact Respondent about
8 adding a provision to the petition. Dempsey telephoned multiple times and left voice mail
9 messages for Respondent. Respondent eventually answered one of Dempsey's calls and told
10 Dempsey he would make the requested change and get back to him.

11 27. Dempsey telephoned Respondent multiple times to find out about his case.
12 Respondent did not respond until October 2013. At that time, Respondent told Dempsey the
13 dissolution would be final in November and he would contact him closer to that time.

14 28. After the October 2013 contact, Dempsey repeatedly telephoned and sent emails
15 to Respondent attempting to find out about his case. Respondent did not respond to Dempsey
16 nor did he otherwise communicate with him. Dempsey eventually found out that Respondent's
17 telephone had been disconnected.

18 29. Respondent did not communicate with Dempsey about his case, nor did he
19 provide him with a telephone number where he could be reached or an address where he could
20 be contacted.

21 30. On December 4, 2013, Dempsey went to Respondent's office. He was told
22 Respondent no longer had an office there.

23 31. Respondent did not finalize the dissolution, nor did he withdraw from

1 representing Dempsey.

2 32. On December 4, 2013, Dempsey filed a grievance against Respondent.

3 33. Respondent provided ODC with an invoice showing \$740 in earned fees and
4 costs.

5 34. On March 7, 2014, Respondent refunded \$760 in unearned fees to Dempsey.

6 35. Respondent did not send Dempsey a billing statement or otherwise notify him
7 before withdrawing the earned fees.

8 **Yolanda Torres Grievance**

9 36. On July 30, 2012, Yolanda Torres filed a *pro se* Petition for Dissolution of
10 Marriage and Motion for Temporary Orders in Kitsap County Superior Court.

11 37. On August 20, 2012, Torres hired Respondent to represent her and paid him a
12 \$1,500 advance fee deposit. On August 30, 2012, Respondent filed his appearance in the
13 dissolution on behalf of Torres.

14 38. Prior to filing the Petition for Dissolution, Torres withdrew \$6,000 from a bank
15 account she owned jointly with Mr. Torres. Respondent asked Torres to give him the money
16 which, as a community asset, might become an issue in the dissolution.

17 39. On October 2, 2012, Torres delivered \$6,000 to Respondent, which he deposited
18 into his IOLTA account. Respondent and Torres agreed that any legal fees incurred in excess of
19 the \$1,500 advance fee deposit she had already paid would be deducted from her share of the
20 \$6,000.

21 40. During the course of the dissolution, Respondent failed to communicate with
22 Torres about her case.

23 41. Torres telephoned Respondent multiple times to find out the status of her case,

1 but Respondent did not return her telephone calls. Torres also emailed and texted Respondent
2 multiple times, but he did not respond.

3 42. The parties reached a settlement in the dissolution and on May 28, 2013,
4 Respondent read the terms of the settlement into the record in open court.

5 43. The parties agreed that Respondent was to disburse the \$6,000 he held in his trust
6 account as follows:

7	\$1,375.00	Washington State Division of Child Support for child support payments
8	\$ 290.00	Kitsap County for the dissolution filing fee
9	\$2,710.00	Ms. Torres
10	\$1,625.00	Mr. Torres

11 44. The settlement also provided that Respondent was to disburse the funds as soon
12 as possible and release the funds before the final dissolution papers were signed.

13 45. In or about September 2013, Respondent sent final documents to Torres for her
14 signature. He told Torres that he would send the documents to Mr. Torres for his signature. He
15 did not do so.

16 46. As of September 2013, Torres was not able to obtain information about her case
17 from Respondent. She telephoned Respondent multiple times to find out the status of her case,
18 but he did not return her telephone calls. She also emailed and texted Respondent multiple
19 times, but he did not respond.

20 47. On October 10, 2013, Torres filed a grievance against Respondent.

21 48. After the grievance was filed, Respondent disbursed \$1,489.05 to Torres from
22 the funds held in his IOLTA account. He also sent Torres a billing statements showing he had
23 earned fees totaling \$2,720.05.

1 49. Respondent withdrew the entire initial advance fee deposit of \$1,500, plus an
2 additional \$1,220.95 from Torres' share of the \$6,000 on deposit in his IOLTA account. On
3 July 18, 2014, Respondent paid Mr. Torres \$1,625.00. Respondent has not refunded the
4 remaining \$1,665.90 to Torres.

5 50. Respondent did not provide any notice of his intent to withdraw these funds prior
6 to doing so, nor did he provide any accounting to Torres.

7 51. On January 31, 2014, Respondent withdrew from representing Torres.

8 52. Respondent did not finalize the dissolution prior to his withdrawal. Respondent
9 has not entered a final decree and the dissolution is still pending.

10 53. Respondent did not disburse funds to the Division of Child Support or Kitsap
11 County.

12 54. On May 23, 2013, the Division of Child Support recorded a lien and began
13 garnishing Mr. Torres' wages because Respondent had not paid the funds.

14 55. Respondent did not pay the dissolution filing fee as he was required to do.
15 Kitsap County turned the debt over to a collection agency to pursue Torres. She subsequently
16 paid the filing fee from her own funds.

17 **Zachary Gallagher Grievance**

18 56. On October 17, 2012, Zachary Gallagher hired Respondent to represent him in
19 an uncontested dissolution of marriage.

20 57. Respondent and Gallagher entered into a written fee agreement in which
21 Gallagher agreed to pay Respondent \$150 per hour. The fee agreement provided that
22 Respondent would periodically withdraw funds from the advance fee deposit, but would not
23 mail invoices to Gallagher unless the deposit "ran out."

1 58. Gallagher paid Respondent a \$1,500 advance fee deposit, which Respondent
2 deposited into his IOLTA account.

3 59. On October 17, 2012, Respondent filed a Petition for Dissolution of Marriage in
4 Kitsap County Superior Court, Case No. 12-3-01384-1.

5 60. Respondent paid the filing fee of \$290 by a check drawn on his IOLTA account.

6 61. On November 13, 2012, Gallagher's wife accepted service of the summons and
7 petition.

8 62. Gallagher repeatedly attempted to communicate with Respondent by telephone,
9 email, and fax, but Respondent did not respond to Gallagher's telephone calls, emails, or faxes
10 or otherwise communicate with Gallagher about his case.

11 63. The only work Respondent did on Gallagher's case was to prepare and file the
12 petition and the acceptance of service. Respondent did not complete Gallagher's dissolution.

13 64. On January 31, 2014, Respondent filed a Notice of Withdrawal in Gallagher's
14 case, effective February 10, 2014.

15 65. On February 6, 2014, Respondent sent Gallagher an email informing him he was
16 closing his practice and attached the Notice of Withdrawal.

17 66. Respondent's email directed Gallagher to fax a signed letter to him with a current
18 mailing address and he would send him a final billing statement and a refund of any unearned
19 fees.

20 67. As directed, Gallagher faxed the letter to Respondent.

21 68. Respondent did not provide an accounting, a billing statement, or a refund of
22 unearned fees to Gallagher.

1 **Robert Dempsey Grievance**

2 78. By failing to diligently represent Dempsey, Respondent violated RPC 1.3.

3 79. By failing to communicate with Dempsey regarding his case Respondent
4 violated RPC 1.4.

5 80. By withdrawing earned fees without first giving notice to Dempsey of his intent
6 to do so, Respondent violated RPC 1.15A(h)(3).

7 **Yolanda Torres Grievance**

8 81. By failing to diligently represent Torres and failing to finalize Torres's
9 dissolution, Respondent violated RPC 1.3 and RPC 3.2.

10 82. By failing to promptly pay Mr. Torres, the Division of Child Support, and Kitsap
11 County the money they were entitled to receive, and failing to promptly pay funds to Torres,
12 Respondent violated RPC 1.15A(f).

13 83. By failing to communicate with Torres regarding her case, Respondent violated
14 RPC 1.4(a)(3) and (4).

15 84. By withdrawing earned fees without first giving notice to Torres of his intent to
16 do so, Respondent violated RPC 1.15A(h)(3).

17 **Zachary Gallagher Grievance**

18 85. By failing to diligently represent Gallagher and/or failing to complete
19 Gallagher's dissolution, Respondent violated RPC 1.3 and RPC 3.2.

20 86. By failing to communicate with Gallagher regarding his case, Respondent
21 violated RPC 1.4.

22 87. By failing to provide a written accounting to Gallagher, and failing to return
23 unearned fees to Gallagher, and converting for his own use the funds Gallagher had paid him,

1 Respondent violated RPC1.15A(e), RPC 1.15A(f), and RPC 1.15A(b).

2 **IV. PRIOR DISCIPLINE**

3 88. Respondent has no prior discipline.

4 **V. APPLICATION OF ABA STANDARDS**

5 89. The American Bar Association Standards for Imposing Lawyer Sanctions (1991
6 ed. & Feb. 1992 Supp.), attached as Exhibit A, apply to this case.

7 90. ABA Standard 4.4 applies to Respondent's violations of RPC 1.3 and RPC 1.4.
8 ABA Standard 6.2 applies to violations of RPC 3.2.

9 91. Respondent acted knowingly in failing to complete the work for his clients that
10 he was hired to do, failing to diligently represent his clients, and failing to expedite litigation.
11 Respondent engaged in a pattern of neglect as to many clients over a period of time. There was
12 injury to Kelly, Hughes, Dempsey, Torres and Gallagher in that they were unable to locate
13 Respondent so that they could have their matters finalized. Their cases were not completed.
14 There was also injury to the judicial system and interference with legal proceedings as his
15 clients' cases were not completed in a timely fashion or at all. The presumptive sanction is at
16 least suspension.

17 92. As to the RPC 1.4 violation, Respondent knowingly failed to communicate with
18 his clients. There was injury to each of his clients in that they did not know the status of their
19 cases. They thought Respondent had performed work on their behalf when he had not. Kelly,
20 Hughes, Dempsey, Torres, and Gallagher also suffered unnecessary stress because of
21 Respondent's actions. The presumptive sanction is suspension.

22 93. ABA Standard 4.1 applies to violations of RPC 1.15A.

23 94. Respondent acted knowingly in withdrawing fees from his trust account without

1 giving prior notice to his clients of his intent to do so. There was injury to each of his clients in
2 that they were deprived of the opportunity to dispute or object to Respondent's use of their
3 funds and the amount of funds to which he was entitled. The presumptive sanction is at least
4 suspension.

5 95. Respondent acted knowingly in failing to provide an accounting to Gallagher and
6 failing to promptly deliver to Gallagher and Torres the funds they were entitled to receive.
7 Respondent also acted knowingly in converting Gallagher's funds. There was serious injury to
8 both clients in that they have been deprived of substantial sums of money. There was also
9 injury to both Ruben Torres and Yolanda Torres as they were forced to pay sums that should
10 have been paid by Respondent from the funds he had on deposit. The presumptive sanction is at
11 least suspension.

12 96. The following aggravating factors apply under ABA Standard 9.22:

- 13 (c) a pattern of misconduct; and
- 14 (d) multiple offenses.

15 97. The following mitigating factors apply under ABA Standard 9.32:

- 16 (a) absence of a prior disciplinary record;
- 17 (b) absence of a dishonest or selfish motive; and
- 18 (c) personal or emotional problems.

19 98. It is an additional mitigating factor that Respondent has agreed to resolve this
20 matter by stipulation.

21 99. Based on the factors set forth above, the presumptive sanction should be
22 mitigated to suspension.

23 VI. STIPULATED DISCIPLINE

24 100. The parties stipulate that Respondent shall be suspended for three years for his
conduct. Reinstatement from suspension is conditioned on the following:

Stipulation to Discipline
Page 13

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

- 1 a) Payment of costs and expenses.
- 2 b) Providing to each client whose funds are on deposit in Respondent's trust account a
- 3 complete written accounting and appropriate disbursement.
- 4 c) Participation in a fitness to practice evaluation by a mental health professional
- 5 acceptable to ODC with a determination that Respondent's personal or emotional
- 6 problems have resolved such that Respondent is fit to return to practice.
- 7 Respondent must follow all treatment recommendations made by the fitness to
- 8 practice evaluator or any other mental health professional.

9 101. Respondent will be subject to probation for a period of two years commencing

10 upon Respondent's reinstatement to the practice of law, with periodic reviews under ELC 13.8

11 of his trust account practices, and shall comply with the specific probation terms set forth

12 below:

- 13 d) Respondent shall carefully review and fully comply with RPC 1.15A and RPC
- 14 1.15B, and shall carefully review the current version of the publication, Managing
- 15 Client Trust Accounts: Rules, Regulations, and Common Sense.
- 16 e) For all client matters, Respondent shall have a written fee agreement signed by the
- 17 client, which agreements are to be maintained for least seven years (see RPC
- 18 1.15B(a)(3)).
- 19 f) On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-
- 20 account records for the time period to be reviewed by ODC's audit staff and
- 21 disciplinary counsel for compliance with the RPC:
- 22 i) Months 1 – 3. By no later than the 30th day of the fourth month after the
- 23 commencement of probation, Respondent shall provide the trust account
- 24 records from the date of his/her reinstatement to the end of the third full
- month.
- ii) Months 4 – 6. By no later than the 30th day of the seventh 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 six.
- iii) Months 7 – 9. By no later than the 30th day of the tenth 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 nine.

- 1 iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after
2 the commencement of probation, Respondent shall provide the trust
3 account records from the end of the previously provided quarter through
4 the end of month twelve.
- 5 v) Months 13– 15. By no later than the 30th day of the sixteenth month after
6 the commencement of probation, Respondent shall provide the trust
7 account records from the end of the previously provided quarter through
8 the end of month fifteen.
- 9 vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after
10 the commencement of probation, Respondent shall provide the trust
11 account records from the end of the previously provided quarter through
12 the end of month eighteen.
- 13 vii) Months 19 – 21. By no later than the 30th day of the twenty-second month
14 after the commencement of probation, Respondent shall provide the trust
15 account records from the end of the previously provided quarter through
16 the end of month twenty-one.

17 102. The trust account records Respondent provides to ODC for each quarterly review
18 of his trust account will include: (a) a complete checkbook register for his/her trust account
19 covering the period being reviewed, (b) complete individual client ledger records for any client
20 with funds in Respondent's trust account during all or part of the period being reviewed, as well
21 as for Respondent's own funds in the account (if any), (c) copies of all trust-account bank
22 statements, deposit slips, and cancelled checks covering the period being reviewed, (d) copies of
23 all trust account client ledger reconciliations for the period being reviewed, and (e) copies of
24 reconciliations of Respondent's trust account check register covering the period being reviewed.
The ODC's Audit Manager or designee will review Respondent's trust account records for each
period.

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

1 h) The ODC's Audit Manager or designee may request additional financial or client
2 records if needed to verify Respondent's compliance with RPC 1.15A and 1.15B.
3 Within twenty days of a request from ODC's Audit Manager or designee for
4 additional records needed to verify Respondent's compliance with RPC 1.15A and
5 RPC 1.15B, Respondent will provide ODC's Audit Manager or designee the
6 additional records requested.

7 i) Respondent will reimburse the Association for time spent by ODC's Audit Manager
8 or designee in reviewing and reporting on Respondent's records to determine his
9 compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per hour.
10 Respondent will make payment within thirty days of each written invoice setting
11 forth the auditor's time and payment due.

12 103. During the period of probation, Respondent shall have a practice monitor who will
13 provide quarterly reports to ODC verifying that Respondent appears to be acting diligently and
14 communicating appropriately.

15 VII. RESTITUTION

16 104. Restitution is not included in this stipulation because Respondent has already
17 paid restitution to the clients named in this stipulation.

18 VIII. COSTS AND EXPENSES

19 105. Respondent shall pay attorney fees and administrative costs of \$1,000 in
20 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
21 if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
22 suspension is conditioned on payment of costs.

23 IX. VOLUNTARY AGREEMENT

24 106. Respondent states that prior to entering into this Stipulation he has had an
opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is
entering into this Stipulation voluntarily, and that no promises or threats have been made by
ODC, the Association, nor by any representative thereof, to induce the Respondent to enter into
this Stipulation except as provided herein.

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

3 X. LIMITATIONS

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

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

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

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

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

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

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

Michael D. Johnson, Bar No. 40983
Respondent

Dated: _____

Debra Slater

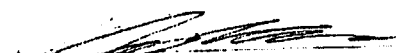
Debra Slater, Bar No. 18346
Disciplinary Counsel

Dated: 8/31/15

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

3 113. If this Stipulation is not approved by the Disciplinary Board and Supreme Court,
4 this 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.

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11 Michael D. Johnson, Bar No. 40983
12 Respondent

Dated: 8/26/2015

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Debra Slater, Bar No. 18346
Disciplinary Counsel

Dated: _____

4.0 Violations of Duties Owed to Clients

4.1 Failure to Preserve the Client's Property

- 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
- 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
- 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.
- 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with client property and causes little or no actual or potential injury to a client.

4.4 Lack of Diligence

- 4.41 Disbarment is generally appropriate when:
 - (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
 - (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
 - (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.
- 4.42 Suspension is generally appropriate when:
 - (a) a lawyer knowingly fails to perform services for a client and causes 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.
- 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.
- 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes little or no actual or potential injury to a client.

6.2 Abuse of the Legal Process

- 6.21 Disbarment is generally appropriate when a lawyer knowingly violates a court order or rule with the intent to obtain a benefit for the lawyer or another, and causes serious injury or potentially serious injury to a party or causes serious or potentially serious interference with a legal proceeding.
- 6.22 Suspension is generally appropriate when a lawyer knows that he or she is violating a court order or rule, and causes injury or potential injury to a client or a party, or causes interference or potential interference with a legal proceeding.
- 6.23 Reprimand is generally appropriate when a lawyer negligently fails to comply with a court order or rule, and causes injury or potential injury to a client or other party, or causes interference or potential interference with a legal proceeding.
- 6.24 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in complying with a court order or rule, and causes little or no actual or potential injury to a party, or causes little or no actual or potential interference with a legal proceeding.