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May 08 2019

Disciplinary
Board

Docket # 010

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON SUPREME COURT

In re

KARLA ELIZABETH ROOD,

Lawyer (Bar No. 42091).

Proceeding No. 19#00011

ODC File No(s). 17-01668, 17-01769,
18-00967

Resignation Form of Karla Elizabeth Rood
(ELC 9.3(b))

I, Karla Elizabeth Rood, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.
2. I was admitted to practice law in the State of Washington on November 30, 2009.
3. I was served with a Formal Complaint and Notice to Answer in this matter on April 19, 2019.
4. I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).
5. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged

1 misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in
2 Disciplinary Counsel's statement, but rather than defend against the allegations, I wish to
3 permanently resign from membership in the Association.

4 6. I consent to entry of an order under ELC 13.9(e) assessing expenses of \$1,500 in
5 this matter.

6 7. I agree to pay restitution in the amount of:

- 7 • \$105 to Rosalie Clarke;
- 8 • \$1,500 to Ed Kyllonen; and
- 9 • \$2,240 to Tera Martin.

10 8. I agree to pay any additional costs or restitution that may be ordered by a Review
11 Committee under ELC 9.3(g).

12 9. I understand that my resignation is permanent and that any future application by me
13 for reinstatement as a member of the Association is currently barred. If the Washington Supreme
14 Court changes this rule or an application is otherwise permitted in the future, it will be treated as
15 an application by one who has been disbarred for ethical misconduct. If I file an application, I
16 will not be entitled to a reconsideration or reexamination of the facts, complaints, allegations, or
17 instances of alleged misconduct on which this resignation was based.

18 10. I agree to (a) notify all other states and jurisdictions in which I am admitted of this
19 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in all
20 other states and jurisdictions in which I am admitted; and (c) provide Disciplinary Counsel with
21 copies of this notification and any response(s). I acknowledge that this resignation could be
22 treated as a disbarment by all other jurisdictions.

23 11. I agree to (a) notify all other professional licensing agencies in any jurisdiction from

1 | which I have a professional license that is predicated on my admission to practice law of this
2 | resignation in lieu of discipline; (b) seek to resign permanently from any such license; and (c)
3 | provide disciplinary counsel with copies of any of these notifications and any responses.

4 | 12. I agree that when applying for any employment, I will disclose the resignation in
5 | lieu of discipline in response to any question regarding disciplinary action or the status of my
6 | license to practice law.

7 | 13. I understand that my resignation becomes effective on Disciplinary Counsel's
8 | endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) Disciplinary
9 | Counsel must do so promptly following receipt of this document.

10 | 14. When my resignation becomes effective, I agree to be subject to all restrictions that
11 | apply to a disbarred lawyer.

12 | 15. Upon filing of my resignation, I agree to comply with the same duties as a disbarred
13 | lawyer under ELC 14.1 through ELC 14.4.

14 | 16. I understand that, after my resignation becomes effective, it is permanent. I will
15 | never be eligible to apply and will not be considered for admission or reinstatement to the practice
16 | of law nor will I be eligible for admission for any limited practice of law.

17 | 17. I certify under penalty of perjury under the laws of the State of Washington that the
18 | foregoing is true and correct.

19 | Puyallup, WA 5/8/2019
20 | Date and Place

Karla Elizabeth Rood
21 | Karla Elizabeth Rood, Bar No. 42091

21 | ENDORSED BY:
22 | Emily B. Krueger
23 | Emily Krueger, Disciplinary Counsel
24 | Bar No. 53486

EXHIBIT A

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BEFORE THE
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Proceeding No. 19#00011

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STATEMENT OF ALLEGED
MISCONDUCT UNDER ELC 9.3(b)(1)

The attached formal complaint, filed on April 19, 2019 in Proceeding No. 19#00011,
constitutes Disciplinary Counsel's statement of alleged misconduct under Rule 9.3(b)(1) of the
Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

DATED this 7th day of May, 2019.


Emily Krueger, Bar No. 53186
Disciplinary Counsel

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

11 In re

12 **KARLA ELIZABETH ROOD,**

13 Lawyer (Bar No. 42091).

Proceeding No. 19#00011

FORMAL COMPLAINT

14 Under Rule 10.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer
15 Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar
16 Association (the Association) charges the above-named lawyer with acts of misconduct under
17 the Washington Supreme Court's Rules of Professional Conduct (RPC) as set forth below.

18 **ADMISSION TO PRACTICE**

19 1. Respondent Karla Elizabeth Rood was admitted to the practice of law in the State of
20 Washington on November 30, 2009.

21 2. On May 18, 2018, the Washington State Supreme Court administratively suspended
22 Respondent from the practice of law for failure to pay her 2018 license fees and to provide
23 required insurance and trust account information.

1 3. Respondent's suspension remains in effect as of this date.

2 **FACTS REGARDING COUNTS 1 – 7 (Martin grievance)**

3 4. Linda Jean Lane died in late April 2017.

4 5. Respondent represented Ms. Lane in drafting her will.

5 6. On May 8, 2017, Ms. Lane's daughter, Tera Martin, and son, Corey Churchill, filed
6 Ms. Lane's will in Pierce County Superior Court.

7 7. On or about May 10, 2017, Ms. Martin and Mr. Churchill had a conference call with
8 Respondent about their mother's estate.

9 8. During the conference call, Respondent told Ms. Martin and Mr. Churchill she could
10 "handle everything from start to finish" for a flat fee of \$2,000.

11 9. Respondent agreed to file the matter in court and deal with Ms. Lane's creditors.

12 10. Respondent told Ms. Martin and Mr. Churchill the work should be completed in
13 about four months.

14 11. Respondent stated she would provide an itemized list of expenditures at the
15 conclusion of the matter.

16 12. Ms. Martin immediately paid Respondent \$2,000 by credit card.

17 13. There was no written fee agreement.

18 14. Respondent maintained an Interest on Lawyer's Trust Account (IOLTA) at Heritage
19 Bank, ending in -3900.

20 15. Respondent did not deposit Ms. Martin's \$2,000 payment into her trust account.

21 16. Mr. Churchill gave Respondent Ms. Lane's original will, a list of her known
22 creditors, and her death certificates.

23 17. On or before June 12, 2017, Respondent participated in another conference call with

1 Ms. Martin and Mr. Churchill.

2 18. Respondent told them she needed to open a probate case and she requested \$240 for
3 the court filing fee

4 19. Mr. Churchill promptly paid Respondent \$240 by personal check.

5 20. Respondent negotiated the \$240 check.

6 21. Respondent did not deposit the \$240 check into her trust account.

7 22. Respondent did not open a probate, file any documents with the court, or pay any
8 filing fees or costs regarding Ms. Lane's estate.

9 23. Between June 15, 2017 and July 10, 2017, Mr. Churchill texted Respondent at least
10 three times, stating he was still receiving calls from creditors asking for proof of his mother's
11 death, calls from debt collectors and from "repo men," including Seattle Metro Credit Union.

12 24. On June 16, 2017, Respondent texted Mr. Churchill stating she had sent Seattle
13 Metro "everything" the previous week and had also left their representative a message stating
14 [she and her clients] "were opening a full probate and once she had the case number and court
15 order she would send them to him."

16 25. Respondent's statement to Mr. Churchill was false, because she had not sent
17 anything to Seattle Metro and had not returned their calls.

18 26. Respondent knew this statement was false.

19 27. In or around late June 2017, Respondent, Mr. Churchill and Ms. Martin had another
20 telephone conference.

21 28. After the late June 2017 telephone conference, Respondent ceased communicating
22 with Ms. Martin and Mr. Churchill.

23 29. Mr. Churchill continued to receive calls from his mother's creditors.

1 30. Sometime after communication ceased, Mr. Churchill went to the courthouse to
2 obtain a copy of Ms. Lane's will.

3 31. At the courthouse, Mr. Churchill learned that Respondent had not filed anything with
4 the court concerning his mother's will or her estate.

5 32. Mr. Churchill telephoned and left messages for Respondent, but Respondent did not
6 respond.

7 33. On or about August 21, 2017, Mr. Churchill sent Respondent an email requesting a
8 status update, but she did not respond.

9 34. Mr. Churchill and Ms. Martin continued calling Respondent for two weeks.

10 35. Respondent did not respond.

11 36. Ms. Martin and Mr. Churchill subsequently hired another lawyer.

12 37. The lawyer informed them that a probate action was unnecessary, given the estate's
13 size.

14 38. The lawyer concluded work on the matter in approximately two weeks, for a \$375
15 fee.

16 39. On October 12, 2017, Ms. Martin filed a grievance against Respondent with ODC.

17 40. On October 17, 2017, Disciplinary Counsel sent Respondent a copy of Ms. Martin's
18 grievance and requested a written response within thirty days.

19 41. Respondent did not respond.

20 42. On November 21, 2017, Disciplinary Counsel sent Respondent a letter requiring her
21 written response to Ms. Martin's grievance within ten days or she would be subpoenaed for a
22 deposition.

23 43. On or about December 4, 2017, Respondent sent ODC an undated written response

1 to Ms. Martin's grievance in which she apologized and offered to do whatever was necessary to
2 rectify the matter, including equitable restitution.

3 44. Disciplinary Counsel sent Ms. Martin a copy of the response.

4 45. On December 7, 2017, Ms. Martin informed Disciplinary Counsel that she and Mr.
5 Churchill wanted Respondent to return their money, their mother's original will and the death
6 certificates.

7 46. On December 13, 2017, Disciplinary Counsel forwarded Ms. Martin's request to
8 Respondent.

9 47. Respondent did not contact Ms. Martin, Mr. Churchill, or Disciplinary Counsel, or
10 take any action to rectify the matter.

11 48. Respondent did not provide Ms. Martin and/or Mr. Churchill with an accounting of
12 their advance fee and/or costs, return their original documents, or refund any money.

13 49. Respondent acted knowingly in converting advance fees and costs, in failing to
14 deposit the funds into a trust account, and in failing to refund unearned fees and unexpended
15 costs.

16 50. Respondent's conduct caused injury to Ms. Martin and Mr. Churchill by depriving
17 them of the use of their funds.

18 51. Respondent acted knowingly in failing to act with diligence and in failing to
19 communicate with Ms. Martin and Mr. Churchill regarding their matter.

20 52. Respondent's conduct caused injury to Ms. Martin and Mr. Churchill by delaying the
21 resolution of Ms. Lane's estate, while creditors continued to contact Mr. Churchill regarding
22 Ms. Lane's debts, and by requiring Ms. Martin and Mr. Churchill to hire another lawyer to
23 perform the work they paid Respondent to perform.

1 **COUNT 1**

2 53. By failing to act with reasonable diligence and promptness in representing Mr.
3 Churchill and Ms. Martin, Respondent violated RPC 1.3.

4 **COUNT 2**

5 54. By failing to respond to Ms. Martin's and/or Mr. Churchill's requests for
6 information, by failing to keep them reasonably informed about the status of their matter, and/or
7 by failing to explain matters to the extent reasonably necessary to permit them to make
8 informed decisions regarding the representation, Respondent violated RPC 1.4.

9 **COUNT 3**

10 55. By falsely stating to Mr. Churchill that she had provided a death certificate and other
11 information to Seattle Metro and had told their representative she was opening a full probate,
12 Respondent violated RPC 8.4(c).

13 **COUNT 4**

14 56. By failing to deposit advance fees and/or costs into a trust account, Respondent
15 violated RPC 1.15A(c)(1) and/or RPC 1.15A(c)(2).

16 **COUNT 5**

17 57. By charging and/or collecting an unreasonable fee and/or unreasonable expenses,
18 Respondent violated RPC 1.5(a).

19 **COUNT 6**

20 58. By converting client funds for her own use, Respondent violated RPC 1.15A(b)
21 and/or RPC 8.4(c).

22 **COUNT 7**

23 59. By failing to refund any of the \$2,000 in advance fees that she had not earned, and/or
the \$240 filing fee she had not used, and/or to return Ms. Lane's will and death certificates,

1 Respondent violated RPC 1.15A(f) and/or RPC 1.16(d).

2 **FACTS REGARDING COUNTS 8 – 12 (Kyllonen Grievance)**

3 60. Ed Kyllonen is the executive director of VocationStation (VS), an organization that
4 provides opportunities for students to acquire and/or apply skills in the workplace.

5 61. On or about April 25, 2016, Mr. Kyllonen and his wife paid \$3,350 of their own
6 funds to hire Respondent to form and register VS with the State of Washington as a nonprofit,
7 charitable corporation, obtain a business license, and obtain a Unified Business Identifier (UBI).

8 62. Respondent also agreed to apply to the Internal Revenue Service (IRS) for
9 designation of VS as a 501(c)(3) charity, and obtain an Employer Identification Number (EIN).

10 63. The \$3,350 was a flat fee to cover all of Respondent's work on the enumerated tasks.

11 64. Mr. Kyllonen signed a fee agreement with Respondent and repeatedly asked her for
12 a copy of it.

13 65. Respondent never provided Mr. Kyllonen a copy of the fee agreement.

14 66. Respondent negotiated the \$3,350 check but did not deposit the funds into her trust
15 account.

16 67. Over the next year or more, Respondent performed some, but not all, of the work she
17 had been hired to do.

18 68. Respondent formed the nonprofit and filed it with the state and registered herself as
19 the resident agent for VS, but she did not register VS with the state as a charity or obtain a UBI.

20 69. Because Respondent had designated herself as the resident agent for VS, the
21 Washington Secretary of State's office sent correspondence to her.

22 70. Respondent did not forward these communications to Mr. Kyllonen, who remained
23 unaware of the correspondence and whether Respondent had completed the tasks required by

1 state authorities.

2 71. Respondent did not obtain an EIN nor 501(c)(3) status from the IRS designating VS
3 as a charitable corporation.

4 72. Between July 2017 and October 2017, Mr. Kyllonen made repeated attempts to
5 contact Respondent by email, telephone, and in person.

6 73. Respondent did not respond to these communications.

7 74. On October 17, 2017, Mr. Kyllonen sent Respondent a letter informing her that VS
8 was terminating its relationship with her.

9 75. Shortly thereafter, Mr. Kyllonen filed a grievance against Respondent.

10 76. On October 31, 2017, Disciplinary Counsel sent Respondent a copy of Mr.
11 Kyllonen's grievance and asked for her written response within thirty days.

12 77. On December 11, 2017, Respondent sent a response to Mr. Kyllonen's grievance in
13 which she apologized and offered to do whatever was necessary to rectify the matter, including
14 equitable restitution.

15 78. Disciplinary Counsel sent Mr. Kyllonen a copy of the response.

16 79. Mr. Kyllonen replied that he wanted Respondent to complete the necessary work to
17 obtain the 501(c)(3) designation for VS from the IRS without further payment.

18 80. Between February 21, 2018 and June 2018, ODC tried to reach Respondent by
19 voicemail, email, and first class letters, to discuss whether she was still willing to make good on
20 her offer to rectify the problems Mr. Kyllonen had described in his grievance and/or return his
21 money.

22 81. Respondent did not respond.

23 82. Further investigation revealed that Respondent's business and residence addresses on

1 file with the Association had not been valid for approximately two years.

2 83. At the end of June 2018, Disciplinary Counsel sent copies of an “analysis letter,”
3 summarizing ODC’s grievance investigation, to Respondent by first class mail to her outdated
4 business address and to a verified, forwarding home address supplied by the post office.

5 84. The letter sent to Respondent’s business address was returned by the postal service
6 as undeliverable, but the one sent to her updated home address was not returned.

7 85. Respondent did not respond.

8 86. Respondent provided no accounting of the advance fee Mr. Kyllonen had paid her.

9 87. Respondent returned none of the funds Mr. Kyllonen had paid her.

10 88. Without any refund from Respondent, Mr. Kyllonen lacked sufficient funds to pay
11 new counsel to obtain designation as a 501(c)(3) charitable organization.

12 89. To date, VS has not obtained designation as a 501(c)(3) charitable organization.

13 90. Respondent acted knowingly in failing to act with diligence in representing Mr.
14 Kyllonen.

15 91. Respondent acted knowingly in failing to communicate with Mr. Kyllonen.

16 92. Respondent acted knowingly in converting Mr. Kyllonen’s funds to her own use.

17 93. Respondent acted knowingly in failing to fulfill her offer to rectify the problems she
18 caused during her representation of Mr. Kyllonen.

19 94. Respondent’s conduct caused injury and potential injury to VS in that VS was unable
20 to raise funds without a 501(c)(3) designation, and faced the possibility of having to close for
21 lack of operating funds.

22 95. Respondent’s conduct caused injury to Mr. Kyllonen by denying him information
23 about his matter and requiring him to seek out other counsel to perform the work he hired

1 Respondent to perform, and by depriving him of the use of funds she had not earned.

2 **COUNT 8**

3 96. By failing to act with reasonable diligence and promptness in representing Mr.
4 Kyllonen, Respondent violated RPC 1.3.

5 **COUNT 9**

6 97. By failing to respond to Mr. Kyllonen's requests for information, by failing to keep
7 him reasonably informed about the status of his matter, and/or by failing to explain matters to
8 the extent reasonably necessary to permit him to make informed decisions regarding the
9 representation, Respondent violated RPC 1.4

10 **COUNT 10**

11 98. By failing to provide Mr. Kyllonen a copy of the fee agreement he had signed,
12 Respondent violated RPC 1.5(b).

13 **COUNT 11**

14 99. By failing to refund unearned fees, Respondent violated RPC 1.15A(f) and/or RPC
15 1.16(d).

16 **COUNT 12**

17 100. By converting client funds for her own use, Respondent violated RPC 1.15A(b)
18 and/or RPC 8.4(c).

19 **FACTS REGARDING COUNTS 13 - 20 (Clarke Grievance)**

20 101. In July 2016, Rosalie Clarke paid Home Solutions & Consulting, LLC (the
21 contractor), nearly \$9,000 to perform work that the contractor ultimately failed to complete.

22 102. In or around the beginning of March 2017, Ms. Clarke decided to file suit against
23 the contractor and its bond company (Wesco Insurance).

1 103. Ms. Clarke contacted Respondent to discuss initiating a lawsuit against the
2 contractor.

3 104. Respondent agreed to represent Ms. Clarke for a contingent fee of fifty percent
4 (50%).

5 105. There was no written fee agreement.

6 106. On March 2, 2017, Ms. Clarke advanced Respondent \$400 to cover the filing fee
7 and service of process.

8 107. Respondent did not deposit the \$400 into her trust account.

9 108. On April 12, 2017, Respondent filed the complaint in *Clarke v Home Solutions*
10 *& Consulting, LLC and Wesco Insurance Co*, Pierce County Superior Court No. 17-2-06985-5.

11 109. The filing fee was \$240.

12 110. The charge for service of process was \$55.

13 111. On May 19, 2017, Respondent emailed Ms. Clarke an update on her case.

14 112. For about six months thereafter, Ms. Clarke left numerous messages with
15 Respondent's answering service, but Respondent did not respond.

16 113. In December 2017, Ms. Clarke and her daughter went to the home of
17 Respondent's parents and Respondent's mother telephoned Respondent.

18 114. Ms. Clarke spoke with Respondent on the telephone and expressed her
19 frustration at Respondent's lack of communication.

20 115. On December 15, 2017, Respondent emailed Ms. Clarke an apology, stating she
21 had been working on discovery with opposing counsel and thought there was a good chance of
22 settling the case out of court.

23 116. On December 28, 2017, Respondent met with Ms. Clarke and gave her a typed

1 list of work performed on the case, including numerous contacts with William Hansen, counsel
2 for Wesco Insurance, about settlement and other issues.

3 117. A majority of the entries on the list, particularly those describing Respondent's
4 contacts with Mr. Hansen, were false.

5 118. Respondent knew that the entries were false at the time she provided them to Ms.
6 Clarke.

7 119. Other than one conversation on or about June 1, 2017, Respondent had had no
8 communication with Mr. Hansen until several days before the May 14, 2018 trial date.

9 120. Between approximately December 28, 2017 and May 11, 2018, Respondent did
10 not communicate with Ms. Clarke, and ignored her numerous telephone calls and email.

11 121. On or about May 2, 2018, Ms. Clarke sent letters to Respondent by certified
12 mail, but they were returned as undeliverable.

13 122. On or about May 10, 2018, Ms. Clarke received a package from the law firm of
14 Williams Kastner and Gibbs, with a copy of Mr. Hansen's trial brief for Wesco Insurance.

15 123. Upon reading the materials, Ms. Clarke learned for the first time that Respondent
16 had taken no action since she filed the lawsuit in April 2017, except for filing a Notice of
17 Withdrawal and Motion for Continuance of Trial Date on May 9, 2018.

18 124. On Friday May 11, 2018, the last business day before her Monday trial date, Ms.
19 Clarke received copies of the Notice of Withdrawal and Motion for Continuance of Trial Date
20 from Respondent.

21 125. The Notice of Withdrawal stated it was to take effect immediately, without order
22 of the court, unless an objection was served on Respondent.

23 126. The Notice of Withdrawal did not comply with Superior Court Civil Rule 71 and

1 could not have been heard before the May 14, 2018 trial date.

2 127. Without time or money to hire new counsel, Ms. Clarke called the court and
3 opposing counsel on Monday May 14, 2018 and stated she did not wish to pursue the matter.

4 128. The court dismissed Ms. Clarke's case without prejudice.

5 129. On June 7, 2018, Ms. Clarke filed her grievance.

6 130. On June 12, 2018, Disciplinary Counsel forwarded a copy of the grievance to
7 Respondent at her business address on file with the Association and asked for her written
8 response.

9 131. On June 22, 2018, Disciplinary Counsel mailed a letter to Respondent at a
10 forwarding address the postal service had provided.

11 132. Another copy of Ms. Clarke's grievance and the request for a response were
12 enclosed with the June 22, 2018 letter.

13 133. On June 28, 2018, the postal service returned the June 12, 2018 mailing as
14 undeliverable.

15 134. The June 22, 2018 mailing was not returned as undeliverable, but Respondent
16 did not respond.

17 135. Respondent acted knowingly in failing to act with diligence and in failing to
18 communicate with Ms. Clarke.

19 136. Respondent acted knowingly in deceiving Ms. Clarke concerning the extent of
20 work she had performed and the likelihood of settlement.

21 137. Respondent acted knowingly in failing to comply with the court schedule and
22 withdrawing without the required notice.

23 138. Respondent acted knowingly in failing to respond to Ms. Clarke's grievance.

1 Clarke or the other parties, with insufficient time for it to be heard before the trial, Respondent
2 violated RPC 1.16(c) and/or RPC 3.4(c) and/or RPC 8.4(d).

3 **COUNT 17**

4 148. By failing to take steps to protect Ms. Clarke's interests upon her withdrawal
5 from representation, such as giving reasonable notice or allowing time for Ms. Clarke to employ
6 another lawyer, and/or by failing to refund any advance payment for costs that were not
7 incurred Respondent violated RPC 1.16(d).

8 **COUNT 18**

9 149. By failing to deposit advanced costs into a trust account, Respondent violated
10 RPC 1.15A(c)(2)

11 **COUNT 19**

12 150. By converting client funds for her own use, Respondent violated RPC 1.15A(b)
13 and/or RPC 8.4(c).

14 **COUNT 20**

15 151. By failing to respond to Ms. Clarke's grievance, Respondent violated ELC 1.5,
16 ELC 5.3(f), and/or ELC 5.3(g), thereby violating RPC 8.4(l).

17
18 THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for
19 Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation,
20 restitution, and assessment of the costs and expenses of these proceedings.

21 Dated this 19th day of April, 2019.

22 _____
23 *Natalea Skvir*
Natalea Skvir, Bar No. 34335
Disciplinary Counsel