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DISCIPLINARY  
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BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re  
**CHRIS CREW,**  
Lawyer (Bar No. 42452).

Proceeding No. 15#00038  
STIPULATION TO DISBARMENT

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Disbarment is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Debra Slater, Respondent's Counsel Leland G. Ripley and Respondent lawyer Chris Crew.

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 Stipulation to Discipline

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1 | avoid the risk, time, and expense attendant to further proceedings.

2 |         Respondent wishes to stipulate to disbarment without affirmatively admitting the facts  
3 | and misconduct in ¶¶ 2 through 74, rather than proceed to a public hearing. Respondent agrees  
4 | that if this matter were to proceed to a public hearing, there is a substantial likelihood that ODC  
5 | would be able to prove, by a clear preponderance of the evidence, the facts and misconduct in ¶¶  
6 | 2 through 74, and that the facts and misconduct will be deemed proved in any subsequent  
7 | disciplinary proceeding in any jurisdiction.

8 |                                   **I. ADMISSION TO PRACTICE**

9 |         1. Respondent was admitted to practice law in the State of Washington on May 19,  
10 | 2010.

11 |                                   **II. STIPULATED FACTS**

12 |         **FACTS REGARDING COUNTS 1 THROUGH 7 [Clinta Sue Hamilton Grievance]**

13 |         2. On December 13, 2012, Clinta Sue Hamilton hired Respondent to assist her in  
14 | documenting a boundary line adjustment and property exchange with her neighbor.

15 |         3. Respondent and Hamilton entered into a written fee agreement in which Hamilton  
16 | agreed to pay Respondent \$200 per hour.

17 |         4. Respondent's fee agreement stated that he would provide the client with monthly  
18 | itemized statements and that he was authorized to withdraw earned fees from his trust account  
19 | on the statement date without further notice to the client.

20 |         5. Hamilton paid Respondent a \$1,000 advanced fee deposit. Respondent did not  
21 | deposit these funds into a trust account and instead applied the funds for his own purposes.

22 |         6. Hamilton advised Respondent that he was to do nothing on the matter until a new  
23 | survey of the property had been completed and Grays Harbor County had accepted the

1 boundary line adjustment and property exchange. Hamilton also advised Respondent that she  
2 would contact him when these steps had been completed.

3 7. Once the property exchange was completed, Hamilton contacted Respondent and  
4 asked him to contact her.

5 8. Over the next month, Hamilton repeatedly attempted to contact Respondent by  
6 telephone and email with questions regarding her matter, but Respondent failed to respond to  
7 her requests that he communicate with her.

8 9. On April 14, 2014, Hamilton had arranged with Respondent's staff for an  
9 appointment with Respondent, but when she arrived at his office, it was locked. Hamilton  
10 notified Respondent's staff that she was terminating Respondent's representation and requested  
11 a refund of the \$1,000 she had paid him.

12 10. On May 20, 2014, Hamilton received a billing statement dated March 9, 2014, from  
13 Respondent. A \$400 check was included with the statement.

14 11. The billing statement showed a \$360 charge for a meeting with the client on  
15 December 20, 2012, and a \$120 charge for a meeting with the client on January 10, 2013.  
16 Hamilton denies meeting with Respondent on those dates.

17 12. The billing statement also showed a \$120 charge for "Property Survey" on January  
18 10, 2013. The charge for "Property Survey" was not accurate as the new property survey  
19 showing the boundary line adjustment and property exchange was not completed until a year  
20 after the date shown on Respondent's billing statement.

21 13. Respondent subsequently refunded the remaining \$600 to Hamilton.

22 14. On October 16, 2014, ODC investigator Celeste Fujii met with Respondent at his  
23 office. In explaining the charges shown on the March 9, 2014, billing statement, Respondent

1 told Fujii he met with Hamilton on December 20, 2012 for 1.8 hours, and on January 10, 2013  
2 for 1.2 hours.

3 15. Respondent also told Fujii that he reviewed an old property survey for an additional  
4 1.2 hours.

5 16. Respondent provided his calendar to ODC showing false entries for appointments  
6 with Hamilton on December 20, 2012 and January 10, 2013. Respondent knew the entries were  
7 false.

8 17. Respondent's statements about the December 20, 2012 and January 10, 2013  
9 meetings were false. Respondent knew they were false as Hamilton did not meet with  
10 Respondent on those dates.

11 18. Respondent also knowingly falsely told Fujii that he had communicated with Ted  
12 Smith at Lenherr's Surveying Company, the firm that was preparing the new survey, about  
13 Hamilton's matter.

14 FACTS REGARDING COUNTS 8 THROUGH 11 [Robert V. Owen Grievance]

15 19. Larry Ballesteros was injured while incarcerated at Stafford Creek Correctional  
16 Center.

17 20. Ballesteros contacted Respondent about handling his personal injury case against the  
18 Department of Corrections. Respondent agreed to represent Ballesteros.

19 21. On August 8, 2013, Robert Owen, a friend of Ballesteros, paid Respondent \$1,000  
20 for Ballesteros' representation. Owen believed the funds were paid in advance for fees and/or  
21 expenses not yet earned or incurred.

22 22. Respondent did not deposit the funds into a trust account.

23 23. Between August 8, 2013 and January 17, 2014, Ballesteros attempted to

1 | communicate with Respondent by telephone and by letter.

2 |       24. Respondent did not respond to Ballesteros' telephone calls or otherwise  
3 | communicate with Ballesteros about his case.

4 |       25. Owen also telephoned Respondent on behalf of Ballesteros, but Respondent did not  
5 | respond to Owen's telephone calls.

6 |       26. On January 17, 2014, Respondent met with Ballesteros at Stafford Creek.  
7 | Respondent had Ballesteros sign a Standard Tort Claim Form and several other form  
8 | authorizations.

9 |       27. During Respondent's meeting with Ballesteros, Respondent and Ballesteros entered  
10 | into a written contingent fee agreement that provided that Respondent would receive 33% of  
11 | any settlement, or 50% of any judgment.

12 |       28. The fee agreement also provided that the \$1,000 already paid in advance was a non-  
13 | refundable "retainer" that was to be used for researching the merits of the case. The \$1,000 paid  
14 | in advance was not a retainer as defined in RPC 1.5(f)(1), nor was it a flat fee earned upon  
15 | receipt as defined in RPC 1.5(f)(2).

16 |       29. After his January 17, 2014 meeting with Ballesteros, Respondent had no further  
17 | contact with Ballesteros.

18 |       30. On May 20, 2014, Respondent withdrew from Ballesteros's case.

19 |       31. Respondent did not advise Ballesteros of his reasons for withdrawing, or otherwise  
20 | communicate with Ballesteros about his case, nor did he explain to Ballesteros the results of any  
21 | of his research into the merits of Ballesteros' case.

22 |       32. Respondent did not file the Standard Tort Claim Form Ballesteros had signed, nor  
23 | did Respondent inform Ballesteros that he had not filed the Tort Claim Form. He also did not

1 advise Ballesteros that he should file the form, even though the statute of limitations on  
2 Ballesteros' case would run in October 2014.

3 33. On 2014, Respondent failed to return the funds Owen had paid in advance for fees  
4 and/or expenses not earned or incurred. In 2016, Respondent paid Owen restitution of \$1,000  
5 plus interest.

6 FACTS REGARDING COUNTS 12 THROUGH 14 [Barbara Wick Grievance]

7 34. On July 10, 2012, Barbara Wick hired Respondent to file suit against the Montesano  
8 School District where her grandson, JR, was a special needs student.

9 35. Respondent and Wick entered into a written fee agreement. Wick agreed to pay  
10 Respondent \$500 to research her case, plus 25% of any settlement or 40% of any judgment  
11 subsequent to a trial.

12 36. Respondent told Wick that he would first file a claim with the state, which the state  
13 would then investigate. He told Wick that he would file the lawsuit after the state had  
14 completed its investigation.

15 37. Wick provided Respondent with documentation about her grandson's special needs,  
16 including letters from his doctors, as well as her grandson's Individualized Education Programs  
17 (IEP). The documents state that JR is autistic.

18 38. Respondent told Wick to draft a letter to the Superintendent of Public Instruction  
19 outlining her issues with her grandsons' treatment at school. He reviewed the letter and  
20 discussed it with Wick.

21 39. On July 26, 2012, Wick mailed the letter to the Superintendent. Her letter stated  
22 that she had retained Respondent and that communications should be sent to him.

23 40. On October 11, 2012, Respondent received an email from the Superintendent's

1 office asking if he would like to file a Due Process Appeal.

2 41. Respondent did not file the Due Process Appeal, nor did he follow-up or contact the  
3 Superintendent's office.

4 42. Respondent did not inform Wick that he had been contacted by the Superintendent's  
5 office or that a Due Process Appeal could be filed.

6 43. For over a year, Respondent did not communicate with Wick about her case.

7 44. Beginning in late 2013, Wick repeatedly telephoned Respondent.

8 45. Respondent did not return Wick's calls or otherwise communicate with her about her  
9 case.

10 46. Beginning in 2014, Wick repeatedly called Respondent's office, leaving messages  
11 for him to call her. He did not return Wick's calls or otherwise communicate with her.

12 47. In 2015, Wick finally connected with Respondent's staff. She was told that  
13 Respondent was moving his office to Lakewood and would no longer be handling her case.

14 48. By that time, the statute of limitations had run.

15 49. Respondent failed to inform Wick about the statute of limitations.

16 50. Respondent did little or no work on Wick's case and the work he did failed to  
17 advance Wick's grandson's interests.

18 51. On March 19, 2015, Wick filed a grievance with ODC against Respondent.

19 52. In his response to the grievance, Respondent stated to ODC that he had contacted  
20 JR's elementary school and spoken to the assistant principal. Respondent subsequently changed  
21 his statement, stating that he had spoken with the assistant principal at Montesano Junior/Senior  
22 High School, not the elementary school.

23 53. By letter dated June 26, 2015, Respondent stated to ODC that the assistant principal

1 denied that JR was autistic and stated that Wick's claims were without merit.

2 54. In the same letter, Respondent stated that he had a telephone conversation with Wick  
3 in which he asked Wick if she had any documentation of her grandson's autism. Respondent  
4 also stated that during that telephone conversation, Wick admitted that JR had never been  
5 diagnosed as autistic.

6 55. Respondent told ODC that he told Wick that he was not able to move forward with  
7 the case.

8 56. The telephone conversation with Wick that Respondent says took place did not  
9 occur.

10 57. Respondent's statements to ODC about his conversation with Wick were false.  
11 Respondent knew they were false.

12 58. The conversation Respondent says he had with the assistant principal never  
13 occurred.

14 59. Respondent's statements to ODC about his conversation with the assistant principal  
15 were false. Respondent knew they were false.

16 60. In 2016, Respondent paid Wick restitution of \$500 plus interest.

### 17 III. STIPULATION TO MISCONDUCT

#### 18 Hamilton Grievance:

19 61. Count 1: By failing to deposit Hamilton's advanced fee deposit into a trust account,  
20 and/or by converting the funds for his own use, Respondent violated RPC 1.15A(b) and RPC  
21 1.15A(c)(2).

22 62. Count 2: By failing to communicate with Hamilton about her case, Respondent  
23 violated RPC 1.4(a).



1       63. **Count 3:** By providing a billing statement to Hamilton that contained charges for  
2 work that he did not perform, Respondent violated RPC 1.5(a) and RPC 8.4(c).

3       64. **Count 4:** By retaining a portion of the advance fee deposit for work that he did not  
4 perform, Respondent violated RPC 1.5(a), RPC 1.15A(f), RPC 1.16(d), and RPC 8.4(c).

5       65. **Count 5:** By making false statements to ODC, Respondent violated RPC 8.4(c) and  
6 RPC 8.4(l) (by violating ELC 5.3(g)).

7       66. **Count 6:** By providing false calendar entries to ODC, Respondent violated RPC  
8 8.4(c) and RPC 8.4(l) (by violating ELC 5.3(g)).

9       67. **Count 7:** By failing to deposit funds paid in advance for fees and/or expenses into a  
10 trust account, and/or by using the funds for his own purposes, Respondent violated RPC 1.5(f),  
11 RPC 1.15A(b), and RPC 1.15A(c)(2).

12       **Owen Grievance**

13       68. **Count 8:** By failing to regularly communicate with Ballesteros about his case,  
14 Respondent violated RPC 1.4.

15       69. **Count 9:** By failing to act with reasonable diligence and promptness in representing  
16 Ballesteros, Respondent violated RPC 1.3.

17       70. **Count 10:** By failing to take reasonable steps to protect Ballesteros' interests upon  
18 terminating the representation, Respondent violated RPC 1.16(d).

19       71. **Count 11:** By failing to timely return funds paid in advance for fees and/or expenses  
20 not earned or incurred, Respondent violated RPC 1.5(a), RPC 1.15A(f), and RPC 8.4(c).

21       **Wick Grievance**

22       72. **Count 12:** By failing to communicate with Wick about her case, Respondent  
23 violated RPC 1.4.

1 73. Count 13: By failing to diligently pursue Wick's claim, Respondent violated RPC  
2 1.3.

3 74. Count 14: By knowingly making false statements to ODC in connection with the  
4 disciplinary matter, Respondent violated RPC 8.4(c).

5 **IV. PRIOR DISCIPLINE**

6 75. Respondent has no prior discipline.

7 **V. APPLICATION OF ABA STANDARDS**

8 76. The following American Bar Association Standards for Imposing Lawyer  
9 Sanctions (1991 ed. & Feb. 1992 Supp.) attached as Exhibit A, apply to this case:

10 77. ABA Standard 4.1 applies to violations of RPC 1.15A.

11 78. Respondent acted knowingly when he used Hamilton's funds for his own purposes  
12 and when he failed to deposit the advanced fee deposits Owen and Hamilton paid him into his  
13 trust account. There was serious injury to Hamilton and Owen in that they were deprived of  
14 their funds for substantial periods of time.

15 79. The presumptive sanction is disbarment.

16 80. ABA Standard 7.0 applies to violations of RPC 1.5 and RPC 8.4(c).

17 81. Respondent acted intentionally when he provided Hamilton with a billing statement  
18 containing false charges and charged her an unreasonable fee. He also acted knowingly when  
19 he made false statements to ODC Investigator Fuji and provided ODC with his calendars with  
20 false entries. Respondent acted knowingly in the Wick case when he made false statements to  
21 ODC regarding his telephone calls with the vice-principal and his conversations with Wick.  
22 There was serious injury to the legal system as the false statements required ODC to expend  
23 additional time and resources to investigate the grievance.

1 82. The presumptive sanction is disbarment.

2 83. ABA Standard 4.4 applies to violations of RPC 1.3 and 1.4.

3 84. Respondent engaged in a pattern of neglect by failing to diligently handle  
4 Hamilton's, Ballesteros's, and Wick's matters. There was serious injury to Wick and  
5 Ballesteros. Respondent's failure to communicate caused injury to all three clients as they did  
6 not know what was going on with their case, nor did they know that Respondent was not  
7 working on their case. In the Ballesteros matter, because Respondent did not file a tort claim,  
8 Ballesteros's claim was time-barred. In the Wick matter, by the time Wick realized that  
9 Respondent was not pursuing her claim, the statute of limitations on her grandson's claim had  
10 run, depriving her of the opportunity to pursue this claim.

11 85. The presumptive sanction is disbarment.

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

13 (b) dishonest or selfish motive;

14 (c) a pattern of misconduct;

15 (d) multiple offenses.

16 87. The following mitigating factors apply under ABA Standard 9.32:

17 (a) absence of a prior disciplinary record;

18 (f) inexperience in the practice of law [Respondent was admitted in Washington  
19 in 2010].

20 88. On balance the aggravating and mitigating factors do not require a departure from  
21 the presumptive sanction.

22 89. The parties acknowledge that Respondent made a full refund to Hamilton and  
23 belated restitution plus interest to Owen and Wick and paid Wick and Owen interest.

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**VI. STIPULATED DISCIPLINE**

90. The parties stipulate that Respondent shall be disbarred for his conduct.

**VII. 112. RESTITUTION**

91. Respondent has already paid restitution by refunding the fees Hamilton, Wick, and Owen paid him.

**VIII. COSTS AND EXPENSES**

92. In light of Respondent's willingness to resolve this matter by stipulation at an early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$2,000 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from disbarment is conditioned on payment of costs.

**IX. VOLUNTARY AGREEMENT**

93. Respondent states that prior to entering into this Stipulation he has consulted 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.

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

**X. LIMITATIONS**

95. This Stipulation is a compromise agreement intended to resolve this matter in accordance with the purposes of lawyer discipline while avoiding further proceedings and the expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer

1 and ODC acknowledge that the result after further proceedings in this matter might differ from  
2 the result agreed to herein.

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

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

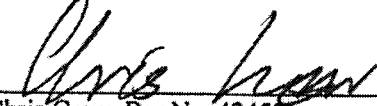
13 98. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary  
14 Board shall have available to it for consideration all documents that the parties agree to submit  
15 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that  
16 form the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

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

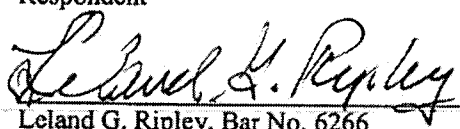
21 100. If this Stipulation is not approved by the Disciplinary Board, and Supreme Court,  
22 this Stipulation will have no force or effect, and neither it nor the fact of its execution will be  
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1 | admissible as evidence in the pending disciplinary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

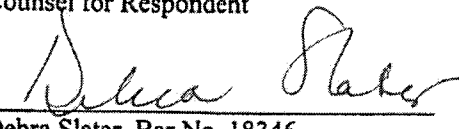
3 |       WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation  
4 | to Discipline as set forth above.

5 |   
6 | Chris Crew, Bar No. 42452  
7 | Respondent

Dated: 10/11/2016

8 |   
9 | Leland G. Ripley, Bar No. 6266  
10 | Counsel for Respondent

Dated: 10/12/16

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12 | Debra Slater, Bar No. 18346  
13 | Disciplinary Counsel

Dated: 10/18/16

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# EXHIBIT A



## ABA STANDARDS (excerpts)

### ***4.0 Violations of Duties Owed to Clients***

#### ***4.1 Failure to Preserve the Client's Property***

Absent aggravating or mitigating circumstances, upon application of the factors set out in 3.0, the following sanctions are generally appropriate in cases involving the failure to preserve client 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***

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving a failure to act with reasonable diligence and promptness in representing a client:

- 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.

### ***7.0 Violations of Duties Owed as a Professional***

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving false or misleading communication about the lawyer or the lawyer's services, improper communication of fields of practice, improper solicitation of professional employment from a prospective client, unreasonable or improper fees, unauthorized practice of law, improper withdrawal from representation, or failure to report professional misconduct.

- 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.
- 7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.
- 7.3 Reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.
- 7.4 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence that is a violation of a duty owed as a professional, and causes little or no actual or potential injury to a client, the public, or the legal system.