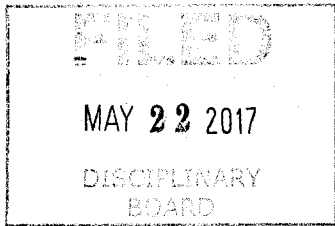


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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
MITCH HARRISON,
Lawyer (Bar No. 43040).

Proceeding No. 16#00113
ODC File Nos. 16-00265, 16-00796, 16-00867, 16-00912, 16-00999
RESIGNATION FORM OF MITCH HARRISON (ELC 9.3(b))

I, Mitch Harrison, being duly sworn, hereby attests to the following:

1. I am over the age of eighteen years and am competent. I make the statements in this affidavit from personal knowledge.
2. I was admitted to practice law in the State of Washington on November 5, 2010.
3. I was served with a Formal Complaint and Notice to Answer in this matter on March 28, 2017.
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 Rules for Enforcement of Lawyer Conduct (ELC).
5. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in

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1 disciplinary counsel's statement but, rather than defend against the allegations, I wish to
2 permanently resign from membership in the Association.

3 6. I am submitting with this affidavit a confession of judgment to the Washington
4 State Bar Association in the amount of \$1,000 as payment for expenses as required by ELC
5 9.3(f).

6 7. I agree to pay any costs or restitution that may be ordered by a Review Committee
7 under ELC 9.3(g).

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

14 9. I agree to (a) notify all other states and jurisdictions in which I am admitted, if any,
15 of this resignation in lieu of discipline; (b) seek to resign permanently from the practice of law;
16 and (c) provide disciplinary counsel with copies of this notification and any response(s). I
17 acknowledge that this resignation could be treated as a disbarment by all other jurisdictions.

18 10. I agree to (a) notify all other professional licensing agencies in any jurisdiction
19 from which I have a professional license that is predicated on my admission to practice law of
20 this resignation in lieu of discipline; (b) seek to resign permanently from any such license; and
21 (c) provide disciplinary counsel with copies of any of these notifications and any responses.

22 11. I agree that when applying for any employment, I will disclose the resignation in
23 lieu of discipline in response to any question regarding disciplinary action or the status of my

1 license to practice law.

2 12. I understand that my resignation becomes effective on disciplinary counsel's
3 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) disciplinary
4 counsel must do so promptly following receipt of this document and payment of costs and
5 expenses.

6 13. When my resignation becomes effective, I agree to be subject to all restrictions that
7 apply to a disbarred lawyer.

8 14. Upon filing of my resignation, I agree to comply with the same duties as a
9 disbarred lawyer under ELC 14.1 through ELC 14.4.

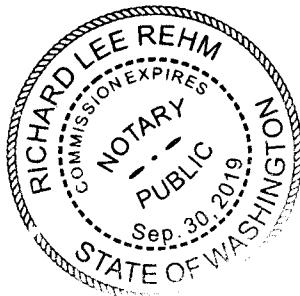
10 15. I understand that, after my resignation becomes effective, it is permanent. I will
11 never be eligible to apply and will not be considered for admission or reinstatement to the
12 practice of law nor will I be eligible for admission for any limited practice of law.

13 16. I certify under penalty of perjury under the laws of the State of Washington that
14 the foregoing is true and correct.

15 5/17/17 Seattle WA
Date and Place

[Signature]
Mitch Harrison, Bar No. 43040

16 SUBSCRIBED AND SWORN to before me this 17th day of MAY, 2017.



17
18 [Signature]
NOTARY PUBLIC for the state of
19 Washington, residing at 1637 NE 65th St.
20 SEATTLE WA 98115
My commission expires: 09.30.2019

21 ENDORSED BY:
22 [Signature]
23 M Craig Bray, Disciplinary Counsel
Bar No. 20821

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6 BEFORE THE
7 DISCIPLINARY BOARD
8 OF THE
9 WASHINGTON STATE BAR ASSOCIATION

10 In re

11 **MITCH HARRISON,**
12 Lawyer (Bar No. 43040).


Proceeding No. 16#00113

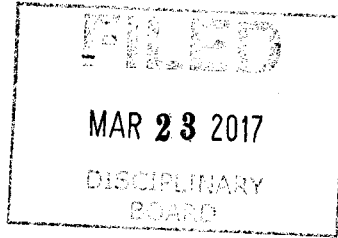
ODC File Nos. 16-00265, 16-00796, 16-
00867, 16-00912, 16-00999

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

13
14 The attached Formal Complaint, filed on March 23, 2017, in Proceeding No. 16#00113,
15 constitutes Disciplinary Counsel's statement of alleged misconduct under Rule 9.3(b)(1) of the
16 Rules for Enforcement of Lawyer Conduct.

17
18 DATED this 22nd day of May, 2017.

19
20 
21 M. Craig Bray, Bar No. 20821
22 Disciplinary Counsel



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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

MITCH HARRISON,
Lawyer (Bar No. 43040).

Proceeding No. 16#00113
FORMAL COMPLAINT

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

ADMISSION TO PRACTICE

1. Respondent Mitch Harrison was admitted to the practice of law in the State of Washington on November 5, 2010.

FACTS RELATED TO CLIENT MARKWELL

- 2. John Markwell was convicted of a crime and sentenced to prison.
- 3. Markwell paid Respondent \$10,000 to file a personal restraint petition (PRP) on Markwell's behalf.

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1 4. Respondent filed a PRP for Markwell with the Washington Court of Appeals on
2 June 23, 2015, but did not pay the filing fee or file a statement of finances to waive the fee.

3 5. The court clerk gave Respondent until July 31, 2015 to either pay the filing fee or
4 file a statement of finances.

5 6. Respondent knowingly failed to respond.

6 7. The PRP Respondent filed contained factual errors.

7 8. The court notified Respondent of the errors and gave him until August 24, 2015 to
8 correct them.

9 9. Respondent knowingly failed to respond or file a corrected PRP.

10 10. On August 28, 2015, the court notified Respondent that if he did not file a
11 corrected PRP by September 8, 2015, it would set the matter on the court commissioner's docket
12 for a court's motion to dismiss the PRP.

13 11. Respondent knowingly failed to respond or file a corrected PRP.

14 12. On September 17, 2015, the court set a motion for dismissal of Markwell's PRP to
15 be heard on October 7, 2015.

16 13. The court notified Respondent of the motion.

17 14. Respondent knowingly failed to answer.

18 15. On October 19, 2015, the court commissioner dismissed Markwell's PRP as
19 abandoned and notified Respondent that he had until November 18, 2015, to file a motion to
20 modify the commissioner's decision

21 16. Respondent knowingly failed to respond or file a motion to modify.

22 17. The court issued a Certificate of Finality on December 9, 2015, terminating
23 appellate review.

1 18. Respondent knowingly failed to keep Markwell informed of the status of his case.

2 19. Despite not completing the work for which Markwell had hired him, Respondent
3 did not refund any portion of the fee Markwell paid.

4 20. A portion of Markwell's fee that Respondent retained was unearned.

5 21. By retaining unearned fees, Respondent charged an unreasonable fee.

6 **COUNTS RELATED TO CLIENT MARKWELL**

7 Count 1 – By failing to diligently pursue Markwell's PRP, Respondent violated RPC
8 1.3.

9 Count 2 – By failing to keep Markwell informed about the status of his case, Respondent
10 violated RPC 1.4(a)(3) (communication).

11 Count 3 – By failing to timely comply with deadlines set by the Court of Appeals,
12 Respondent violated RPC 3.2 (expediting litigation).

13 Count 4 – By charging Markwell an unreasonable fee and/or not refunding any unearned
14 portion of the fee Markwell paid, Respondent violated RPC 1.5(a) (fees) and/or RPC 1.16(d)
15 (terminating representation).

16 **FACTS RELATED TO CLIENT RIVAS**

17 22. Mary Jane Rivas was convicted by guilty plea of felony criminal offenses.

18 23. She waived her right to appeal as part of the guilty plea.

19 24. She filed a PRP in 2012 that was dismissed.

20 25. Rivas hired Respondent on April 19, 2015, to file another PRP on Rivas's behalf.

21 26. Rivas's father paid Respondent a flat fee of \$8,000 on May 19, 2015.

22 27. Respondent sent Rivas a letter in June 2015 telling her that her case was
23 progressing as expected.

1 28. On September 1, 2015, Respondent told another lawyer working for Rivas that he
2 had not made much progress on Rivas's case and did not have a complete file.

3 29. Respondent knowingly failed to file a PRP for Rivas.

4 30. Rivas sent Respondent a letter in November 2015 asking him to withdraw from her
5 case and refund the fee her father paid.

6 31. Respondent sent an email saying that he would send Rivas a withdrawal letter and
7 a full refund.

8 32. Respondent knowingly and intentionally failed to withdraw.

9 33. Respondent knowingly and intentionally failed to refund any portion of the fee.

10 34. Respondent did not earn a portion of Rivas's fee.

11 35. By failing to refund any unearned portion of the fee, Respondent charged an
12 unreasonable fee.

13 36. In December 2015, Rivas authorized Respondent to send her file to another lawyer.

14 37. Respondent knowingly failed to send Rivas's file to the other lawyer.

15 **COUNTS RELATED TO CLIENT RIVAS**

16 Count 5 – By failing to diligently work on Rivas's PRP, Respondent violated RPC 1.3.

17 Count 6 – By charging Rivas an unreasonable fee and/or not refunding any unearned
18 portion of the fee her father paid, Respondent violated RPC 1.5(a) and/or RPC 1.16(d).

19 Count 7 – By not withdrawing from Rivas's representation after she discharged him,
20 Respondent violated RPC 1.16(a)(3).

21 Count 8 – By not sending Rivas's file to her new lawyer, Respondent violated RPC
22 1.16(d).

1 **FACTS RELATED TO CLIENT PHILLIPS**

2 38. Kimberly Phillips contacted Respondent's office and expressed interest in hiring
3 him to attempt to modify a sentence she was serving after being convicted of a crime.

4 39. Respondent agreed to file a motion to modify Phillips's sentence for a flat fee of
5 \$3,000.

6 40. Phillips and Respondent entered into a written fee agreement on December 5,
7 2014.

8 41. Phillips paid Respondent the \$3,000 fee.

9 42. Following that, Phillips made numerous unsuccessful attempts to contact
10 Respondent and obtain information about her case.

11 43. Phillips's requests for information about her case were reasonable.

12 44. Respondent knowingly failed to respond to Phillips's reasonable requests for
13 information about her case.

14 45. Phillips received one letter from Respondent's law clerk dated September 21,
15 2015, which stated that Respondent had failed to obtain Phillips's file from her prior lawyer and
16 was seeking transcripts from the Court of Appeals.

17 46. Phillips heard nothing from Respondent after that.

18 47. Phillips sent Respondent a letter terminating the representation and requesting her
19 file.

20 48. Respondent knowingly failed to respond or relinquish the file.

21 49. Respondent knowingly failed to file a motion to modify Phillips sentence.

22 50. Respondent did not earn the fee Phillips paid.

23 51. Respondent knowingly failed to refund any portion of the fee Phillips paid.

1 52. By failing to refund the unearned fee, Respondent charged an unreasonable fee.

2 **COUNTS RELATED TO CLIENT PHILLIPS**

3 Count 9 – By failing to diligently work on Phillips’s motion to modify, Respondent
4 violated RPC 1.3.

5 Count 10 – By not responding to Phillips’s reasonable requests for information about her
6 matter, Respondent violated RPC 1.4(a)(4).

7 Count 11 – By charging Phillips an unreasonable fee and/or not refunding any unearned
8 portion of the fee she paid, Respondent violated RPC 1.5(a) and/or RPC 1.16(d).

9 Count 12 – By failing to relinquish Phillips’s file after the representation was terminated,
10 Respondent violated 1.16(d).

11 **FACTS RELATED TO CLIENT HIRST-PAVEK**

12 53. On November 25, 2014, Lacey Hirst-Pavek and Respondent entered into a fee
13 agreement providing that Respondent would perform a “case review for potential PRP in the
14 Court of Appeals” for a flat fee of \$1,000.

15 54. Hirst-Pavek’s mother paid Respondent the \$1,000.

16 55. Hirst-Pavek provided documents about her case to Respondent.

17 56. Hirst-Pavek sent Respondent letters on January 27, February 14, and February 21,
18 2015, requesting information about her case.

19 57. Hirst-Pavek’s requests for information about her case were reasonable.

20 58. Respondent knowingly failed to respond to Hirst-Pavek’s requests for information
21 about her case.

22 59. Respondent knowingly failed to provide results of the “case review.”

23 60. Hirst-Pavek wrote Respondent on June 15, 2015, and asked him to either provide

1 an update on his progress or to return her documents and refund the \$1,000 fee to her mother.

2 61. Respondent did not respond.

3 62. Respondent knowingly failed to return Hirst-Pavek's documents.

4 63. Respondent knowingly failed to refund any portion of the \$1,000 fee.

5 64. Respondent did not earn the fee Hirst-Pavek paid.

6 65. By failing to refund the unearned fee, Respondent charged an unreasonable fee.

7 **COUNTS RELATED TO CLIENT HIRST-PAVEK**

8 Count 13 – By failing to diligently conduct and/or provide any results of the case review
9 Hirst-Pavek hired him to perform, Respondent violated RPC 1.3.

10 Count 14 – By failing to respond to Hirst-Pavek's reasonable requests for information,
11 Respondent violated RPC 1.4(a)(4).

12 Count 15 - By charging Hirst-Pavek an unreasonable fee and/or not refunding any
13 unearned portion of the fee her mother paid, Respondent violated RPC 1.5(a) and/or RPC
14 1.16(d).

15 Count 16 – By failing to turn over Hirst-Pavek's documents, Respondent violated RPC
16 1.16(d).

17 **FACTS RELATED TO CLIENT KNIGHT**

18 66. Amanda Knight was convicted of several felony crimes.

19 67. Respondent represented Knight on direct appeal of those convictions.

20 68. Knight lost the direct appeal of her state court convictions and the Washington
21 Supreme Court denied her petition for review.

22 69. On April 11, 2014, Knight and Respondent entered into a fee agreement that
23 provided that Respondent would pursue a federal court appeal of her state court convictions for

1 a flat fee of \$4,000 and an "option for PRP" for another fee of \$4,000.

2 70. Knight paid Respondent \$4,000.

3 71. Respondent told Knight that filing a petition for writ of certiorari to the U.S.
4 Supreme Court would be her next logical step.

5 72. Respondent told Knight that she had a year to file for certiorari, and that if it were
6 unsuccessful, they would have another year to file a PRP.

7 73. Respondent's advice about the time limits for filing for certiorari or a PRP was
8 incorrect.

9 74. Respondent negligently provided incorrect advice.

10 75. Respondent knowingly failed to file a petition for writ of certiorari or do anything
11 else on Knight's behalf after entering into the April 11, 2014 fee agreement.

12 76. After entering into the April 11, 2014 fee agreement, Knight, on several occasions,
13 requested from Respondent information about her case.

14 77. Knight's requests for information were reasonable.

15 78. Respondent knowingly failed to respond to Knight's reasonable requests for
16 information about her case made after entering into the April 11, 2014 fee agreement.

17 79. On November 16, 2015, Knight sent Respondent a certified letter requesting a full
18 refund of the \$4,000 she had paid.

19 80. Respondent did not earn the fee Knight paid.

20 81. Respondent knowingly failed to refund the unearned fee.

21 82. By failing to refund the unearned fee, Respondent charged an unreasonable fee.

22 **COUNTS RELATED TO CLIENT KNIGHT**

23 Count 17 – By providing incorrect advice about Knight's appeal options, Respondent

1 | violated RPC 1.1 (competence).

2 | Count 18 – By failing to diligently file a petition for writ of certiorari and/or take any
3 | other action on Knight’s behalf after entering into the April 11, 2014 fee agreement, Respondent
4 | violated RPC 1.3.

5 | Count 19 – By failing to respond to Knight’s reasonable requests for information made
6 | after entering into the April 11, 2014 fee agreement, Respondent violated RPC 1.4(a)(4).

7 | Count 20 – By charging Knight an unreasonable fee and/or not refunding any unearned
8 | portion of the fee she paid, Respondent violated RPC 1.5(a) and/or RPC 1.16(d).

9 | **FACTS RELATED TO CLIENT HUNSACKER**

10 | 83. Christopher Hunsaker was convicted of a crime in 1986.

11 | 84. Hunsaker hired Respondent to vacate the conviction in February 2016.

12 | 85. Hunsaker and Respondent entered into an “agreement for legal services” that
13 | provided that Respondent would pursue a motion to vacate Hunsaker’s felony conviction in
14 | return for a flat fee of \$750.

15 | 86. Respondent charged the \$750 to Hunsaker’s credit card on March 16, 2016.

16 | 87. Hunsaker spoke with Respondent about his matter on April 25, 2016, and
17 | Respondent said that he was working on Hunsaker’s matter.

18 | 88. After that conversation, Hunsaker made additional attempts to contact Respondent
19 | and obtain information about his matter.

20 | 89. Hunsaker’s requests for information about his matter were reasonable.

21 | 90. Respondent knowingly failed to respond to Hunsaker’s requests for information
22 | about his matter.

23 | 91. Respondent knowingly failed to file a motion to vacate Hunsaker’s felony

1 conviction.

2 92. Respondent did not earn the fee that Hunsaker paid.

3 93. Respondent knowingly failed to refund the fee.

4 94. By failing to refund the unearned fee, Respondent charged Hunsaker an
5 unreasonable fee.

6 **COUNTS RELATED TO CLIENT HUNSAKER**

7 Count 21 – By failing to diligently file a motion to vacate Hunsaker’s felony conviction,
8 Respondent violated RPC 1.3.

9 Count 22 – By failing to respond to Hunsaker’s reasonable requests for information,
10 Respondent violated RPC 1.4(a)(4).

11 Count 23 – By charging Hunsaker an unreasonable fee and/or not refunding any
12 unearned portion of the fee he paid, Respondent violated RPC 1.5(a) and/or RPC 1.16(d).

13 **FACTS RELATED TO CLIENT ANN**

14 95. Dany Ann was convicted of a crime in June 2014.

15 96. Ann did not appeal the conviction.

16 97. Ann had until August 22, 2015 to file a motion to vacate the judgment under
17 Criminal Rule (CrR) 7.8.

18 98. In October 2014, Ann and Respondent entered into a fee agreement wherein
19 Respondent agreed to work on a “PRP or Motion to Vacate Conviction for Unlawful Possession
20 of a Firearm [sic]” on Ann’s behalf in return for a flat fee of \$4,000.

21 99. Ann paid Respondent \$4,150.

22 100. Respondent gave Ann email updates on the progress he was making on her case
23 until July 22, 2015.

1 101. Respondent stopped communicating with Ann after July 22, 2015.

2 102. Ann sent Respondent multiple emails requesting information about her matter from
3 December 1, 2015 until June 6, 2016.

4 103. Ann's requests for information about her matter were reasonable.

5 104. Respondent knowingly failed to respond to Ann's requests for information about
6 her case.

7 105. Respondent knowingly failed to file a motion to vacate or a PRP on Ann's behalf.

8 106. Respondent did not earn the fee Ann paid.

9 107. Respondent knowingly failed to refund the unearned fee.

10 108. By retaining an unearned fee, Respondent charged Ann an unreasonable fee.

11 **COUNTS RELATED TO CLIENT ANN**

12 Count 24 – By failing to diligently file a motion to vacate or a PRP on Ann's behalf,
13 Respondent violated RPC 1.3.

14 Count 25 – By failing to respond to Ann's reasonable requests for information made
15 after July 22, 2015, Respondent violated RPC 1.4(a)(4).

16 Count 26 – By charging Ann an unreasonable fee and/or not refunding any unearned
17 portion of the fee she paid, Respondent violated RPC 1.5(a) and/or RPC 1.16(d).

18 **FACTS RELATED TO CLIENT JUNTUNEN**

19 109. Reginald Juntunen pleaded guilty to a felony crime on November 9, 2012.

20 110. At the time, Juntunen was represented by lawyer Christopher Baum.

21 111. Heidi Moses, Juntunen's mother, hired Respondent to represent Juntunen on April
22 3, 2013.

23 112. Moses and Respondent entered into a fee agreement that provided that Respondent

1 would represent Juntunen in attempting to withdraw the guilty plea, including “any motions in
2 the trial court and any appeals to the court of Appeal [sic] Division II as may be necessary,” in
3 return for a flat fee of \$8,000.

4 113. Moses paid Respondent \$8,000.

5 114. Juntunen did not sign the fee agreement.

6 115. Respondent negligently failed to obtain informed consent from Juntunen to Moses
7 paying the fee for Respondent’s legal services.

8 116. On December 10, 2013, Respondent filed a motion to withdraw the guilty plea,
9 which was denied on March 27, 2014, after a hearing.

10 117. On April 4, 2014, Moses and Respondent entered into another “agreement for legal
11 services” that provided that Respondent would handle a “direct appeal of trial court’s motion to
12 withdraw plea in Lewis County Superior Court” in return for a flat fee of \$10,000.

13 118. Payment of \$7,000 of the flat fee was contingent on the outcome of a civil lawsuit
14 against Juntunen’s former lawyer, Baum.

15 119. Respondent knowingly entered into an arrangement to charge a contingent fee in a
16 criminal case.

17 120. Respondent had already contracted to represent Juntunen on appeal to the Court of
18 Appeals in return for the \$8,000 flat fee paid under the April 3, 2013 fee agreement.

19 121. Respondent knowingly charged Juntunen an unreasonable fee by charging again
20 for work he had already contracted to do.

21 122. Juntunen did not sign the April 4, 2014 fee agreement.

22 123. Respondent negligently failed to obtain informed consent from Juntunen to Moses
23 paying the fee for Respondent’s legal services and/or to the terms of the renegotiated fee.

1 124. Moses paid Respondent an additional \$3,000, for a total paid of \$11,000.

2 125. Respondent filed a notice of appeal of the denial of Juntunen's motion to withdraw
3 plea with the Court of Appeals on April 2, 2014.

4 126. After that, Respondent negligently failed to timely file an opening brief on
5 Juntunen's behalf.

6 127. The Court of Appeals sanctioned Respondent \$200 for the failure and ordered that
7 he file a brief by February 9, 2015, or the appeal would be dismissed.

8 128. Respondent knowingly failed to file a brief by February 9, 2015.

9 129. On February 26, 2015, the Court of Appeals found that dismissal was warranted,
10 but decided to extend the time to file the brief to March 9, 2015.

11 130. Respondent paid the sanctions on March 2, 2015.

12 131. Respondent filed a brief on March 23, 2015.

13 132. Respondent negligently failed to comply with court rules regarding citation and
14 page requirements in briefs.

15 133. The Court of Appeals ordered that the brief be stricken, imposed additional
16 sanctions, and ordered that no new opening brief would be accepted unless it was accompanied
17 by both payment of the additional sanctions and a motion for an extension of time.

18 134. Respondent filed a motion for extension of time on April 8, 2015, filed a new
19 opening brief on April 10, 2015, and paid the sanctions on April 15, 2015.

20 135. On April 27, 2015, the Court of Appeals decided to accept the new opening brief.

21 136. The Court of Appeals decided to hear the matter without oral argument.

22 137. On February 3, 2016, Respondent emailed Moses and told her that if the appeal
23 was denied, "we could ask the Supreme Court to review the case," or, if that failed, "we could

1 file a secondary appeal, called a ‘PRP.’”

2 138. On March 29, 2016, the Court of Appeals affirmed the trial court’s denial of
3 Juntunen’s motion to withdraw his guilty plea.

4 139. Respondent did not inform Juntunen of the Court of Appeals’s decision.

5 140. Respondent knowingly failed to communicate the status of the matter to Juntunen.

6 141. Respondent was suspended from the practice of law in Washington on May 11,
7 2016, due to his failure to pay annual membership fees.

8 142. Respondent negligently failed to inform Juntunen of his suspension.

9 143. Moses hired new counsel for Juntunen.

10 144. The new lawyer attempted to obtain Juntunen’s client file from Respondent.

11 145. Respondent knowingly failed to provide the file.

12 146. Prior to pleading guilty to the felony crime in 2012, Juntunen entered into a
13 Driving Under the Influence (DUI) deferred prosecution program in King County on April 26,
14 2011.

15 147. Juntunen failed to appear for a review hearing and a bench warrant for his arrest
16 was issued on August 22, 2012.

17 148. The DUI warrant remained outstanding after Juntunen pled guilty in Lewis County
18 in 2012.-

19 149. On June 26, 2014, Respondent and Moses entered into a third “agreement for legal
20 services” wherein Respondent agreed to try to quash the King County DUI bench warrant or
21 close the DUI case in return for a flat fee of \$250.

22 150. Juntunen did not sign the fee agreement.

23 151. Respondent negligently failed to get Juntunen’s informed consent to Moses paying

1 the fee for work on the DUI matter.

2 152. Moses paid Respondent \$250.

3 153. Respondent never did any work for Juntunen on the King County DUI matter.

4 154. Respondent knowingly failed to work on Juntunen's DUI matter.

5 155. Respondent did not earn the fee Juntunen's mother paid for work on the DUI
6 matter.

7 156. Respondent knowingly failed to refund any portion of the fee he was paid to work
8 on Juntunen's DUI matter.

9 157. By retaining unearned fees, Respondent charged Juntunen unreasonable fees.

10 **COUNTS RELATED TO CLIENT JUNTUNEN**

11 Count 27 – By failing to act diligently and/or failing to expedite Juntunen's appeal
12 matter, and/or failing to do any work for Juntunen on the King County DUI, Respondent
13 violated RPC 1.3 and/or RPC 3.2.

14 Count 28 – By failing to inform Juntunen of the status of his matter after his appeal of
15 the denial of his motion to withdraw guilty plea was denied, Respondent violated RPC 1.4(a)(3).

16 Count 29 – By charging twice to pursue an appeal of the denial of Juntunen's motion to
17 withdraw guilty plea and/or by retaining an unearned fee paid for work on the DUI matter,
18 Respondent violated RPC 1.5(a) and/or RPC 1.16(d).

19 Count 30 – By entering into an arrangement to charge a contingent fee in a criminal
20 case, Respondent violated RPC 1.5(d)(2).

21 Count 31 – By failing to obtain Juntunen's informed consent to Moses paying the fee
22 charged in any or all of the three fee agreements he and Moses entered into, Respondent
23 violated RPC 1.8(f)(1).

1 Count 32 – By failing to turn Juntunen’s file over to his new lawyer, Respondent
2 violated RPC 1.16(d).

3 **Brown matter**

4 158. Devon Brown was convicted of a crime in 2006 in Pasco Municipal Court.

5 159. Brown and Respondent entered into an “agreement for legal services” wherein
6 Respondent agreed to pursue a “motion to vacate misdemeanor assault conviction in Franklin
7 County” -on Brown’s behalf in return for a flat fee of \$750.

8 160. Brown paid Respondent the \$750.

9 161. After entering into the fee agreement, Respondent told Brown it would only take
10 about two months to finalize the matter.

11 162. Brown left Respondent several emails and voicemails between April 2, 2016 and
12 June 29, 2016, inquiring about the status of her case.

13 163. Brown’s requests for information about her case were reasonable.

14 164. Respondent did not respond.

15 165. Respondent was suspended from the practice of law in Washington for non-
16 payment of annual membership fees on May 11, 2016.

17 166. Respondent did not inform Brown of his suspension.

18 167. Respondent knowingly failed to do any work for Brown on the Pasco Municipal
19 Court matter.

20 168. Respondent did not earn the fee that Brown paid.

21 169. Respondent knowingly failed to refund the fee Brown paid.

22 170. By failing to refund an unearned fee, Respondent charged an unreasonable fee.
23

1 177. Respondent was personally served with the subpoena.

2 178. On May 25, 2016, prior to commencement of the deposition, ODC contacted
3 Respondent by telephone and told him that it was continuing the deposition due to a power
4 outage affecting the WSBA offices and a large part of downtown Seattle that day.

5 179. Respondent agreed to a continuance of the deposition to June 6, 2016.

6 180. Respondent did not appear for the deposition on June 6, 2016.

7 181. Respondent did not provide a written response to the Zuckerman grievance or the
8 subpoenaed files and documents.

9 182. ODC filed a petition with the Washington Supreme Court on June 16, 2016,
10 seeking Respondent's interim suspension due to his failure to respond to the Zuckerman
11 grievance.

12 183. On July 8, 2016, the Court entered an order directing Respondent to appear on
13 August 9, 2016, and show cause why the petition should not be granted.

14 184. The Court's order and a copy of ODC's petition were personally served on
15 Respondent.

16 185. Respondent did not respond to the petition or give notice of his intent to appear.

17 186. On August 9, 2016, the Court suspended Respondent from the practice of law
18 pending compliance with ODC's request for response to the Zuckerman grievance and the
19 subpoena.

20 187. As of the date of this complaint, Respondent is suspended under the Court's order.

21 188. Hunsaker filed a grievance against Respondent on May 21, 2016.

22 189. On May 23, 2016, ODC sent Respondent a letter acknowledging the grievance and
23 requesting that he provide a written response to the grievance within 30 days.

1 190. Respondent did not respond.

2 191. On June 28, 2016, ODC sent Respondent a letter directing him to file a written
3 response to the grievance by July 11, 2016, and informing him that if he did not respond he
4 might be subpoenaed for a deposition, and could be subject to interim suspension.

5 192. Respondent did not respond.

6 193. Ann filed a grievance against Respondent on June 3, 2016.

7 194. On June 6, 2016, ODC sent Respondent a letter acknowledging the grievance and
8 requesting that he provide a written response to the grievance within 30 days.

9 195. Respondent did not respond.

10 196. On August 18, 2016, ODC sent Respondent a letter directing him to file a written
11 response to the grievance by August 31, 2016, and informing him that if he did not respond he
12 may be subpoenaed for a deposition, and could be subject to interim suspension.

13 197. Respondent did not respond.

14 198. Moses filed a grievance against Respondent on June 13, 2016.

15 199. On June 13, 2016, ODC sent Respondent a letter acknowledging the grievance and
16 requesting that he provide a written response to the grievance within 30 days.

17 200. Respondent did not respond.

18 201. On August 18, 2016, ODC sent Respondent a letter directing him to file a written
19 response to the grievance by August 31, 2016, and informing him that if he did not respond he
20 might be subpoenaed for a deposition, and could be subject to interim suspension.

21 202. Respondent did not respond.

22 203. Brown filed a grievance on June 29, 2016.

23 204. On June 30, 2016, ODC sent Respondent a letter notifying him of the grievance

1 and requesting that he provide a written response to it within 30 days.

2 205. Respondent did not respond.

3 206. On August 18, 2016, ODC sent Respondent a letter directing him to file a written
4 response to the grievance by August 31, 2016, and informing him that if he did not respond he
5 may be subpoenaed for a deposition and could be subject to interim suspension.

6 207. Respondent did not respond.

7 208. Respondent received the letters requesting responses to the grievances.

8 209. Respondent knowingly and intentionally failed to cooperate with the disciplinary
9 investigations.

10 **COUNTS RELATED TO FAILING TO RESPOND ABOUT MATTERS UNDER**
11 **DISCIPLINARY INVESTIGATION**

12 Count 36 – By failing to respond to inquiries about any or all of the client matters under
13 disciplinary investigation described above and/or by failing to appear in response to the
14 subpoena ducas tecum served on him in the Zuckerman matter, Respondent violated RPC 8.4(I)
15 by violating duties imposed by Rules 5.3(f) and (g) of the Rules for Enforcement of Lawyer
16 Conduct (ELC).

17 **FACTS RELATED TO ABANDONMENT**

18 210. Respondent's address on file with the WSBA is 221 1st Ave W, Suite 320, Seattle,
19 WA 98119-4224.

20 211. Respondent was evicted from this office space.

21 212. Respondent did not notify the WSBA of any change to his address of record within
22 10 days of the change as required by Rule 13(b) of the Admission and Practice Rules (APR).

23 213. Respondent did not notify the clients identified above of his change of address.

214. In addition to being suspended for failing to cooperate with a disciplinary

1 investigation, Respondent was suspended on May 11, 2016, for failing to pay annual WSBA
2 membership fees.

3 215. Respondent abandoned his law practice.

4 216. In doing so, Respondent caused serious harm to his clients.

5 217. Respondent is unfit to practice law.

6 **COUNTS RELATED TO ABANDONMENT**

7 Count 37 – By failing to inform any or all of the clients listed above of his suspension
8 for failure to pay WSBA annual membership dues and/or his suspension for failing to cooperate
9 with a disciplinary investigation, Respondent violated RPC 8.4(l) by violating duties imposed
10 by ELC 14.1(b).

11 Count 38 – By engaging in conduct demonstrating unfitness to practice law, Respondent
12 violated RPC 8.4(n).

13
14 THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for
15 Enforcement of Lawyer Conduct. Possible dispositions include dismissal, disciplinary action,
16 probation, restitution, and assessment of the costs and expenses of these proceedings.

17
18 Dated this 23rd day of March, 2017.

19
20 

21 M Craig Bray, Bar No. 20821
22 Disciplinary Counsel
23