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DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**MATTHEW S. FURNESS,**

Lawyer (Bar No. 43649).

Proceeding No. 20#00042

ODC File Nos. 18-01880 and 19-01605

STIPULATION TO 12-MONTH  
SUSPENSION

Following settlement conference conducted  
under ELC 10.12(h)

Under Rule 9.1 of the Washington Supreme Court’s Rules for Enforcement of Lawyer Conduct (ELC), and following a settlement conference conducted under ELC 10.12(h), the following Stipulation to 12-Month Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through Disciplinary Counsel Amanda Lee and Respondent lawyer Matthew S. Furness.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses on Respondent’s behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent 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 a

1 more favorable or less favorable outcome. Respondent chooses to resolve this proceeding now  
2 by entering into the following stipulation to facts, misconduct and sanction to avoid the risk, time,  
3 and expense attendant to further proceedings.

#### 4 I. ADMISSION TO PRACTICE

5 1. Respondent Matthew S. Furness was admitted to practice law in the State of  
6 Washington on May 31, 2011.

7 2. In 2014, Respondent was practicing law in Seattle, Washington.

8 3. In May 2015, Respondent opened an office in Houston, Texas but continued to  
9 maintain an office in Seattle until July 31, 2017

#### 10 II. STIPULATED FACTS

##### 11 Demesse

12 4. Carrel Kana Demesse (“Kana Demesse”) is a native and citizen of Cameroon. On  
13 May 20, 2017, Kana Demesse left Cameroon, entered the United States, and requested asylum.

14 5. Kana Demesse was detained and held in Immigration and Customs Enforcement  
15 (“ICE”) custody in Folkston, Georgia. In February 2018, Kana Demesse hired Respondent for  
16 representation in bond proceedings. Beginning approximately March 20, 2018 Respondent also  
17 represented Kana Demesse on an asylum claim.

18 6. Kana Demesse does not speak fluent English and communicated with Respondent  
19 primarily through a relative, Gislain Sontsa Demesse (“Gislain Demesse”).

20 7. On or about March 27, 2018, Respondent filed an I-589 asylum application on Kana  
21 Demesse’s behalf.

22 8. On March 29, 2018, the immigration court held a master calendar hearing, attended  
23 by Respondent.

1 9. At the master calendar hearing, the immigration court set an individual hearing date  
2 for June 4, 2018 in Atlanta, Georgia.

3 10. On May 10, 2018, the immigration court granted Kana Demesse a \$20,000 bond.

4 11. On May 22, 2018, Respondent filed a motion for continuance of the June 4, 2018  
5 hearing date, stating that Respondent needed more time to prepare and to accommodate potential  
6 witnesses.

7 12. On May 24, 2018, Kana Demesse's relatives posted bond and Kana Demesse was  
8 released. Upon release, Kana Demesse traveled to Houston, Texas to live with Gislain Demesse.

9 13. On May 30, 2018, the court denied Respondent's motion for a continuance of Kana  
10 Demesse's immigration hearing. Respondent was personally served with this order. Respondent  
11 did not inform Kana Demesse or Gislain Demesse that the motion for continuance had been  
12 denied.

13 14. Between May 26, 2018 and June 1, 2018, Gislain Demesse emailed Respondent on  
14 Kana Demesse's behalf, but Respondent did not respond to the requests for contact.

15 15. On or about June 1, 2018, Gislain Demesse called Respondent on behalf of Kana  
16 Demesse and asked Respondent if Kana Demesse needed to return to Atlanta for the hearing.

17 16. Respondent believed that Kana Demesse's hearing on June 4 would be stricken and  
18 rescheduled for a later date on the non-detained docket. Respondent therefore told Gislain  
19 Demesse that Kana Demesse was not required to attend the June 4, 2021 hearing in Atlanta.

20 17. Respondent told Gislain Demesse to call back on June 4, 2018 to confirm that Kana  
21 Demesse's case had been moved from Atlanta to Houston.

22 18. Respondent did not explain to either Gislain or Kana Demesse the consequences of  
23 Kana Demesse's failure to appear for the immigration hearing.

1 19. On June 4, 2018, Respondent filed a motion to change venue and a motion for  
2 telephonic appearance with the immigration court. The court denied both motions.

3 20. Neither Respondent nor Kana Demesse attended the June 4, 2018 hearing.

4 21. Because Kana Demesse did not appear at the immigration hearing, the court ordered  
5 Kana Demesse removed *in absentia*, found that Kana Demesse's I-589 application had been  
6 abandoned, and forfeited Kana Demesse's \$20,000 bond.

7 22. The immigration court mailed the order of removal to Respondent on June 5, 2018.

8 23. Respondent did not inform Gislain or Kana Demesse that Kana Demesse had been  
9 removed *in absentia*; that Kana Demesse's asylum application had been deemed abandoned, or  
10 that the bond that had been posted on Kana Demesse's behalf had been forfeited.

11 24. On June 25, 2018, Respondent filed a motion to reopen, arguing that Kana Demesse's  
12 failure to appear at the hearing was due to the fact that the Department of Homeland Security  
13 failed to notify the court of Kana Demesse's release from custody. Respondent did not raise any  
14 issues as to Respondent's role in telling Kana Demesse that there was no need to attend the  
15 hearing.

16 25. Respondent never explained to Kana Demesse the possibility that Kana Demesse  
17 could raise a claim of ineffective assistance of counsel due to Respondent's failure to appear at  
18 Kana Demesse's hearing.

19 26. On June 26, 2018, the court denied the motion to reopen on the basis that Kana  
20 Demesse received proper notice of the hearing.

21 27. On July 24, 2018, Respondent filed an appeal with the Board of Immigration Appeals  
22 ("BIA") of the denial of the motion to reopen. In the appeal, Respondent argued that Kana  
23 Demesse's failure to appear at his hearing was due to the fact that the Department of Homeland

1 Security failed to notify the court regarding Kana Demesse's release from custody. The appeal  
2 was denied.

3 28. The case was reopened and Kana Demesse was granted asylum. Kana Demesse's  
4 bond was returned to him.

5 **Covenas**

6 29. Elsa Concepcion Covenas-Flores ("Covenas") is a Peruvian national who entered the  
7 United States in April 2014. Upon crossing the border into the United States, Covenas was placed  
8 in detention in Tacoma, Washington. The immigration court issued a notice to appear that set  
9 Covenas's initial immigration hearing for October 9, 2014.

10 30. In May 2014, Covenas's fiancé, James Tinker ("Tinker") hired Respondent to  
11 represent Covenas. Respondent and Covenas signed two fee agreements; the first fee agreement  
12 was for representation for a request for supervised release and charged a flat fee of \$900; the  
13 second fee agreement was for representation on all aspects of Covenas's immigration proceedings  
14 and/or removal proceedings before the immigration court and charged a flat fee of \$3,000.

15 31. In May 2014, Tinker told Respondent to communicate with them by email or  
16 telephone because Tinker traveled extensively for work and neither Covenas nor Tinker were able  
17 to receive mail on a regular basis.

18 32. On June 16, 2014, Respondent filed an asylum application on behalf of Covenas. On  
19 October 9, 2014, Covenas was released on a \$7,500 bond.

20 33. The Immigration Court set a Master Calendar hearing for March 8, 2016.

21 34. On or about March 2, 2016, Respondent's associate, Beatrice Adeoye ("Adeoye"),  
22 filed an EOIR-28 Notice of Appearance as the non-primary attorney in Covenas's immigration  
23 matter.

1 35. Respondent requested that Covenas's case be transferred from Seattle to Dallas,  
2 Texas. The immigration court granted the request.

3 36. On March 17, 2016, the immigration court mailed a Notice of Hearing to Respondent,  
4 informing Respondent that Covenas's hearing had been set for May 23, 2016, in Dallas, Texas.

5 37. The court did not send the letter to Covenas.

6 38. On March 25, 2016, Adeoye mailed a copy of the Notice of Hearing to Covenas to  
7 Covenas's address in Lone Star, Texas.

8 39. Neither Tinker nor Covenas received notice of the hearing, nor did they have any other  
9 contact from Respondent by mail, phone, or email.

10 40. After Covenas's March 8, 2016 hearing, Tinker and Covenas called Respondent's  
11 office frequently to request information about the court date.

12 41. Respondent did not respond to Tinker and Covenas's reasonable requests for  
13 information. Respondent's assistant eventually told Tinker and Covenas not to contact the office  
14 anymore and that they would be notified once something was provided by the court.

15 42. Neither Respondent, nor anyone from Respondent's office, spoke to Tinker or  
16 Covenas between the March 8, 2016 hearing and May 23, 2016, the date of the Master Calendar  
17 hearing.

18 43. Neither Respondent, nor anyone from Respondent's office, appeared on Covenas's  
19 behalf at the May 23, 2016 Master Calendar hearing in Dallas, Texas.

20 44. Covenas, not having received notice of the hearing, did not appear at the May 23, 2016  
21 Master Calendar hearing in Dallas, Texas.

22 45. Because Covenas failed to appear at the May 23, 2016 Master Calendar hearing, the  
23 Immigration Court ordered Covenas to be removed *in absentia*, forfeited Covenas's \$7,500 bond,

1 and deemed Covenas's asylum petition abandoned.

2 46. The immigration court mailed Respondent a copy of the order removing Covenas *in*  
3 *absentia* to Respondent's address in Seattle, Washington. Neither Respondent, nor anyone from  
4 Respondent's office, sent a copy of the removal order to Covenas.

5 47. Neither Respondent, nor anyone from Respondent's office, communicated by email,  
6 mail, or telephone with Covenas or Tinker between May 23, 2016 and approximately November  
7 2016.

8 48. On August 1, 2016, Tinker and Covenas married.

9 49. In November 2016, Tinker contacted Respondent to advise that Tinker had married  
10 Covenas. Respondent then told Tinker about the *in absentia* removal order.

11 50. On November 30, 2016, Respondent charged Tinker \$5,000 for an expedited I-130  
12 Petition for an Alien Relative, based on the marriage and research into filing a motion to re-open.

13 51. Respondent never explained to Tinker or Covenas the possibility that Covenas could  
14 raise a claim of ineffective assistance of counsel due to Respondent's failure to appear at  
15 Covenas's hearings or failure to ensure Covenas had notice of the hearing.

16 52. On February 23, 2017, Respondent filed an I-130 Petition for an Alien Relative on  
17 Tinker's behalf. Despite receiving a fee for researching a motion to reopen on November 30,  
18 2016, Respondent did not file a motion to re-open until May 26, 2017.

19 53. In the motion to re-open, Respondent argued that the immigration court provided  
20 insufficient time to contact Covenas about the May 23, 2016 hearing, but failed to raise a claim  
21 of ineffective assistance of counsel due to Respondent's failure to appear at Covenas's hearing or  
22 the failure to ensure that Covenas had notice of the hearing.

23 54. On July 19, 2017, the immigration court denied the motion to re-open, finding that

1 two months was sufficient time for Respondent to notify Covenas of the hearing, and that  
2 Respondent could have filed a motion for a continuance, but did not.

3 55. The immigration court declined to re-open the proceedings sua sponte, stating that the  
4 failure to file a motion to re-open for more than a year after the absentia order of removal weighted  
5 heavily against Covenas.

6 56. The decision stated that the decision would be final unless an appeal was filed with  
7 the Board of Immigration Appeals (BIA) within 30 calendar days.

8 57. On July 28, 2017, Respondent charged Tinker an additional \$4,000 to file an appeal  
9 of the Immigration Court's denial of the motion to re-open. Respondent and Tinker did not enter  
10 into a fee agreement for the appeal.

11 58. Respondent did not file the notice of appeal until August 21, 2017, after the 30-day  
12 time limit for filing the appeal had passed.

13 59. On February 13, 2018, the BIA summarily dismissed the appeal as untimely and  
14 returned the record to the Immigration Court without further action.

15 60. Between May 1, 2019 and May 13, 2019, Respondent charged Tinker an additional  
16 \$6,000 to pursue a complaint for injunctive relief and mandamus relief in federal court, based on  
17 what Respondent asserted was the government's failure to adjudicate Tinker's I-130 petition.

18 61. Respondent never filed the complaint for injunctive and mandamus relief.

19 62. Covenas hired new counsel to challenge the order of removal. The I-130 petition was  
20 approved on January 29, 2020. However, Covenas' remains subject to an order of removal.

### 21 **III. STIPULATION TO MISCONDUCT**

22 63. By failing to act with reasonable diligence and promptness in representing Kana  
23 Demesse and by willfully abandoning and willfully disregarding a legal matter entrusted to



1 Respondent, Respondent violated Georgia Rules of Professional Conduct (GRPC) 1.3 and 8 CFR  
2 §1003.102(q).<sup>1</sup>

3 64. By failing to keep Kana Demesse reasonably informed about the status of the case,  
4 failing to explain the matter to the extent reasonable necessary to permit Kana Demesse to make  
5 informed decisions regarding the representation, and failing to maintain communication with  
6 Kana Demesse, Respondent violated GRPC 1.4(a), GRPC 1.4(b), and 8 CFR § 1003.102(r).

7 65. By neglecting Covenas's legal matter and by failing to act with reasonable diligence  
8 and promptness in representing Covenas, Respondent violated RPC 1.3, 8 CFR § 1003.102(q),  
9 and Texas Disciplinary Rule of Professional Conduct (TDRPC) 1.01(b).

10 66. By failing to keep Covenas reasonably informed about the status of the case, by failing  
11 to promptly comply with Covenas's and Tinker's reasonable requests for information, by failing  
12 to explain a matter to the extent reasonably necessary to permit Covenas to make informed  
13 decisions regarding the representation, and by failing to maintain communication with Covenas,  
14 Respondent violated RPC 1.4 and 8 CFR § 1003.102(r) and TDRPC 1.03.

#### 15 IV. PRIOR DISCIPLINE

16 67. Respondent has no prior discipline.

#### 17 V. APPLICATION OF ABA STANDARDS

18 68. The following American Bar Association Standards for Imposing Lawyer Sanctions  
19 (1991 ed. & Feb. 1992 Supp.) apply to this case:

##### 20 ***4.4 Lack of Diligence***

21 4.41 Disbarment is generally appropriate when:

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22 <sup>1</sup> In accordance with Washington RPC 8.5(b)(1), this stipulation charges violations of the relevant  
23 provisions of the Georgia Rules of Professional Conduct (GRPC), and the Texas Disciplinary Rules of  
24 Professional Conduct (TDRPC) as well as certain provisions of the Rules of Professional Conduct of the  
Executive Office for Immigration Review (EOIR).

- 1 (a) a lawyer abandons the practice and causes serious or potentially serious  
injury to a client; or  
2 (b) a lawyer knowingly fails to perform services for a client and causes serious  
or potentially serious injury to a client; or  
3 (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 4.42 Suspension is generally appropriate when:

- 5 (a) a lawyer knowingly fails to perform services for a client and causes injury  
or potential injury to a client, or  
6 (b) a lawyer engages in a pattern of neglect and causes injury or potential  
injury to a client.

7 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.

8 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  
9 or no actual or potential injury to a client.

10 69. With respect to Demesse, Respondent acted negligently in advising Demesse not to  
11 appear for the hearing in Atlanta. Respondent's other actions were knowing.

12 70. Although the case was reopened after Demesse hired new counsel, Demesse suffered  
13 potential injury during the time that Demesse was subject to a removal order, and during the time  
14 the \$20,000 bond posted by Gislain was in forfeiture.

15 71. The presumptive sanction under ABA Standard 4.42 is suspension.

16 72. With respect to Covenas, Respondent's conduct in failing to file a timely notice of  
17 appeal on behalf of Covenas was negligent. Respondent's other actions were knowing.

18 73. Although Covenas has hired new counsel to challenge Covenas's removal, Covenas  
19 suffered injury because Covenas was ordered removed, Covenas's asylum petition was deemed  
20 abandoned, Tinker and Covenas lost their bond, and Covenas lost the right to appeal the denial of  
21 the motion to reopen.

22 74. The presumptive sanction under ABA Standard 4.42 is suspension.

23 75. The following aggravating factor applies under ABA Standard 9.22:

1 (d) multiple offenses.

2 76. The following mitigating factor applies under ABA Standard 9.32:

3 (a) absence of a prior disciplinary record;

4 (m) remorse

5 77. A significant mitigating factor is the contribution this stipulation makes to the efficient  
6 and effective operation of the lawyer discipline system considering the effect the COVID-19  
7 public health emergency has had on disciplinary resources and the orderly processing of  
8 disciplinary matters.

9 78. Based on the factors set forth above, the parties stipulate that Respondent shall receive  
10 a 12-month suspension.

#### 11 **VI. STIPULATED DISCIPLINE**

12 79. Respondent shall receive a 12-month suspension.

#### 13 **VII. CONDITIONS OF REINSTATEMENT**

14 80. Reinstatement from suspension is conditioned on payment of restitution, costs and  
15 expenses, as provided below.

#### 16 **VIII. CONDITIONS OF PROBATION**

17 81. Respondent will be subject to probation for a period two years beginning when  
18 Respondent is reinstated to the practice of law and shall comply with the specific probation terms  
19 set forth below. Respondent's compliance with these conditions will be monitored by the  
20 Probation Administrator of the Office of Disciplinary Counsel ("Probation Administrator").  
21 Failure to comply with a condition of probation listed herein may be grounds for further  
22 disciplinary action under ELC 13.8(b).

1 **Practice Monitor**

- 2 (a) During the period of probation, Respondent's practice will be supervised by a practice  
3 monitor. The practice monitor must be a WSBA member with no record of public  
4 discipline and who is not the subject of a pending public disciplinary proceeding.
- 5 (b) The role of the practice monitor is to consult with and provide guidance to Respondent  
6 regarding case management, office management, and avoiding violations of the Rules  
7 of Professional Conduct, and to provide reports and information to the Probation  
8 Administrator regarding Respondent's compliance with the terms of probation and  
9 the RPC. The practice monitor does not represent the Respondent.
- 10 (c) At the beginning of the probation period, the Probation Administrator will select a  
11 lawyer to serve as practice monitor for the period of Respondent's probation.
- 12 (i) Initial Challenge: If, within 15 days of the written notice of the selection of a  
13 practice monitor, Respondent sends a written request to the Probation  
14 Administrator that another practice monitor be selected, the Probation  
15 Administrator will select another practice monitor. Respondent need not  
16 identify any basis for this initial request.
- 17 (ii) Subsequent Challenges: If, after selection of a second (or subsequent) practice  
18 monitor, Respondent believes there is good cause why that individual should  
19 not serve as practice monitor, Respondent may, within 15 days of notice of  
20 the selected practice monitor, send a written request to the Probation  
21 Administrator asking that another practice monitor be selected. That request  
22 must articulate good cause to support the request. If the Probation  
23 Administrator agrees, another practice monitor will be selected. If the  
24 Probation Administrator disagrees, the Office of Disciplinary Counsel will  
submit its proposed selection for practice monitor to the Chair of the  
Disciplinary Board for appointment pursuant to ELC 13.8(a)(2), and will also  
provide the Chair with the Respondent's written request that another practice  
monitor be selected.
- (d) In the event the practice monitor is no longer able to perform his or her duties, the  
Probation Administrator will select a new practice monitor at his or her discretion.
- (e) During the period of probation, Respondent must cooperate with the named practice  
monitor. Respondent must meet with the practice monitor at least once per month.  
Respondent must communicate with the practice monitor to schedule all required  
meetings.
- (f) The Respondent must bring to each meeting a current, complete written list of all  
pending client legal matters being handled by the Respondent. The list must identify  
the current status of each client matter and any problematic issues regarding each  
client matter. The list may identify clients by using the client's initials rather than the  
client's name.

1 (g) At each meeting, the practice monitor will discuss with Respondent practice issues  
2 that have arisen or are anticipated. In light of the conduct giving rise to the imposition  
3 of probation, ODC recommends that the practice monitor and Respondent discuss:  
4 whether Respondent is diligently making progress on each client matter, whether  
5 Respondent is in communication with each client, whether Respondent is meeting all  
6 court-established deadlines, whether Respondent has promptly billed each client,  
7 whether Respondent's fee agreements are consistent with the RPC and are  
8 understandable to the client, whether Respondent needs to consider withdrawing from  
9 any client matters. Meetings may be in person or by telephone at the practice  
10 monitor's discretion. The practice monitor uses discretion in determining the length  
11 of each meeting.

12 (h) The practice monitor will provide the Probation Administrator with quarterly written  
13 reports regarding Respondent's compliance with probation terms and the RPC. Each  
14 report must include the date of each meeting with Respondent, a brief synopsis of the  
15 discussion topics, and a brief description of any concerns the practice monitor has  
16 regarding the Respondent's compliance with the RPC. The report must be signed by  
17 the practice monitor. Each report is due within 30 days of the completion of the  
18 quarter.

19 (i) If the practice monitor believes that Respondent is not complying with any of their  
20 ethical duties under the RPC or if Respondent fails to schedule or attend a monthly  
21 meeting, the practice monitor will promptly communicate that to the Probation  
22 Administrator.

23 (j) Respondent must make payments totaling \$1,000 to the Washington State Bar  
24 Association to defray the costs and expenses of administering the probation, as  
follows:

- 25 (i) \$250 due within 30 days of the start of the probation;
- 26 (ii) \$250 due within 6 months of the start of the probation period;
- 27 (iii) \$250 due within 12 months of the start of the probation period; and
- 28 (iv) \$250 due within 18 months of the start of the probation period.

29 All payments should be provided to the Probation Administrator for processing.

30 **CLEs**

31 (a) During the probationary period, Respondent shall complete a minimum of 15 credit  
32 hours of continuing legal education courses, at Respondent's own expense, in the  
33 areas of immigration law, including but not limited to, asylum and motions to re-  
34 open. If Respondent does not intend to represent immigration clients in his future  
practice, the CLE requirement can be satisfied by CLEs related to client

1 communication, office organization, practice management, time management,  
2 caseload management, trust accounting, billing practices.

- 3 (b) Respondent shall provide evidence of attendance at such courses to the Probation  
4 Administrator no later than 30 days after the conclusion of the course. Proof of  
attendance shall include the program brochure, evidence of payment, and a written  
statement that includes the date and time of attendance.

5 **AILA**

6 If Respondent intends to represent immigration clients during the probation period,  
Respondent shall join the American Immigration Lawyer's Association ("AILA").  
7 Respondent shall provide proof of membership to the Probation Administrator within 6  
months of entering into probation.

8 **IX. RESTITUTION**

9 82. Respondent shall pay restitution to Gislain Demesse of a principal sum of \$6,600.

10 83. Respondent shall pay restitution to Covenas of \$21,000, which represents a refund of  
11 \$13,500 in attorney fees and the \$7,500 bond forfeited by Covenas.

12 84. Reinstatement from suspension is conditioned on proof of payment of \$6,600 to  
13 Demesse and \$8,400 to Covenas, as well as negotiating and entering a plan for payment of the  
14 remaining restitution obligation to Covenas. Following reinstatement from suspension,  
15 Respondent's remaining restitution obligation will bear interest at 12 percent per annum. Failure  
16 to comply with the repayment plan may subject Respondent to discipline under ELC 13.7(c).

17 **X. COSTS AND EXPENSES**

18 85. Respondent shall pay attorney fees and administrative costs of \$750 in accordance  
19 with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs  
20 are not paid within 30 days of approval of this stipulation. Reinstatement from suspension is  
21 conditioned on payment of costs.

22 **XI. VOLUNTARY AGREEMENT**

23 86. Respondent states that prior to entering into this Stipulation they had an opportunity

1 to consult independent legal counsel regarding this Stipulation, that Respondent is entering into  
2 this Stipulation voluntarily, and that no promises or threats have been made by ODC, the  
3 Association, nor by any representative thereof, to induce the Respondent to enter into this  
4 Stipulation except as provided herein.

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

## 7 XII. LIMITATIONS

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

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

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

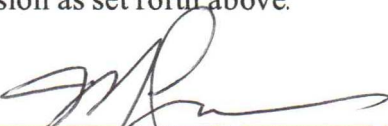
22 91. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on the  
23 record agreed to by the parties. Under ELC 3.1(b), all documents that form the record before the

1 Board for its review become public information on approval of the Stipulation by the Board,  
2 unless disclosure is restricted by order or rule of law.


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

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

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

12   
13 \_\_\_\_\_  
14 Matthew S. Furness, Bar No. 43649  
Respondent

Dated: 08/12/2021

15   
16 \_\_\_\_\_  
Amanda Lee, Bar No. 19970  
Disciplinary Counsel

Dated: 8/13/2021