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DISCIPLINARY
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re CHRISTAL OLIVIA IRWIN, Lawyer (Bar No. 43924).	Proceeding No. 16#00021 ADMONITION
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Pursuant to Rule 13.5 of the Rules for Enforcement of Lawyer Conduct, the following Admonition was issued by the Disciplinary Board Chair.

I. ADMISSION TO PRACTICE

At all times material to the complaint, you were licensed to practice in the state of Washington.

II. FACTS

1. John Keeton is the Co-owner/Manager of Morningside Funding, LLC ("Morningside"), based in Houston, Texas.
2. You practice law in Republic, Washington.
3. In February 2014, Mr. Keeton, on behalf of Morningside, hired you to negotiate for the removal of, and/or defend against, a lien placed against a property that Morningside owned near Republic.

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1 4. You and Mr. Keeton executed two fee agreements: one for \$300 dated February 6,
2 2014, and one for \$3,500 dated April 18, 2014.

3 5. Except for the amount to be paid in advance by Morningside, the two fee
4 agreements are substantially the same.

5 6. The fee agreement dated April 18, 2014 provides in pertinent part as follows:

6 Retainer and Costs: I understand and agree that a retainer of \$3,500.00 or
7 its equivalent shall be paid before any substantive representation shall
8 commence, and that additional payments, if any, are due upon billing. I
9 understand this an [sic] any payment is on a fee-for-services basis, and
10 becomes the property of the law office--a client trust account is not
11 maintained for me. I understand that final billing and any estimate
thereof is based on my type of case and amount and length of work
necessary at an hourly rate of \$75/hr plus anticipated and incidental court
administrative costs and/or filing fee(s). I understand that while fees may
be eligible to be paid/waived in part on barter by mutual agreement, court
fees and administrative costs must be tendered in currency.

12 7. Morningside paid you \$3,800 in legal fees and/or expenses in advance of you
13 commencing work or incurring costs in the matter.

14 8. Based on the fee agreements, Mr. Keeton claimed he understood that your fees
15 were to be calculated on an hourly basis at the rate of \$75 per hour and deducted from the
16 \$3,800 Morningside paid in advance.

17 9. You did not calculate your fees on an hourly basis.

18 10. You did not contemporaneously keep track of the time you spent on Morningside's
19 matter.

20 11. While you intended that the fee be a flat fee, paid in advance and earned on receipt,
21 your written fee agreements with Morningside did not contain the provisions set forth in RPC
22 1.5(f)(2) that would exempt the fee from the requirement that it be deposited to a trust account
23 until the agreed services were completed.
24

- 1 12. You did not deposit into a trust account the legal fees and/or expenses that
2 Morningside paid in advance.
- 3 13. Between February 2014 and August 2014, you performed legal research, consulted
4 with Morningside and others, and negotiated with the opposing party in an effort to resolve the
5 matter.
- 6 14. In August 2014, you informed Morningside that the lien had been removed.
- 7 15. On August 29, 2014, Morningside asked Respondent if she was "going to final bill
8 us" and if "there was any overage from the retainer."
- 9 16. On September 2, 2014, you replied, "I consider us even," but did not provide an
10 invoice.
- 11 17. Later on September 2, 2014, Morningside requested that you provide an invoice,
12 but you did not reply.
- 13 18. On September 9, 2014, Morningside requested a second time that you provide an
14 invoice.
- 15 19. On September 15, 2014, you replied that you would "be in touch soon," but did not
16 provide an invoice.
- 17 20. On September 29, 2014, Morningside requested a third time that you provide an
18 invoice.
- 19 21. On September 30, 2014, you sent Morningside a document entitled "Invoice."
20 Because you did not maintain contemporaneous time records, you created the "invoice" by by
21 reviewing records, calendars, and case notes and estimating the time it had taken to perform the
22 work.
- 23 22. The "invoice" reflected that you performed 52.75 hours of work at a rate of \$75
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1 per hour, for \$3,956.25 in "total hourly" charges. To this you added \$100 in expenses to reach a
2 "Total Combined Gross Value" of \$4,056.25. From this figure you subtracted \$256.25 to arrive
3 at a "net charge" of \$3,800.

4 23. Morningside disputed the number of hours on which the "total hourly" charges
5 were based and requested a partial refund.

6 24. You declined to refund any money to Morningside, stating to Morningside that the
7 \$3,800 paid was the "minimum required to take the case" and that an accounting of your time
8 was not necessary.

9 **III. MISCONDUCT**

10 25. By failing to deposit into a trust account legal fees and/or expenses paid in advance,
11 you violated RPC 1.5(f) and RPC 1.15A(c)(2).

12 26. By failing to adequately communicate the basis or rate of the fee for which the client
13 would be responsible, you violated RPC 1.4(b) and RPC 1.5(b).

14 **IV. ADMONITION**

15 YOU ARE HEREBY ADMONISHED FOR THIS MISCONDUCT. This admonition is
16 not a disciplinary sanction, but is a disciplinary action, and shall be admissible in evidence in
17 subsequent discipline or disability proceedings involving you.

18
19 Dated this 27th day of Sept., 2016.

20
21 *Stephanie Bloomfield*
22 Stephanie Bloomfield, Chairperson
Disciplinary Board

23 **CERTIFICATE OF SERVICE**

24 I certify that I caused a copy of the Admonition
to be delivered to the Office of Disciplinary Counsel and to be mailed
to Christal Irwin, Respondent/Respondent's Counsel
at Page 4 of 4 by Certified Mail 2016 Sept. 2016, Seattle, WA 98101-2539
postage prepaid on the 27th day of Sept. (206) 727-8207

[Signature]
Clerk/Counsel to the Disciplinary Board

344 E Birch Ave #102
Coville, WA 99114