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DISCIPLINARY  
BOARD

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

Proceeding No. 15#00020  
ODC File Nos. 14-00505, 14-01618,  
14-02104

10 In re

11 **ERIC LEE FREDRICKSON,**  
12 Lawyer (Bar No. 44759).

RESIGNATION FORM OF  
Eric Lee Fredrickson (ELC 9.3(b))

13 Eric Lee Fredrickson, being duly sworn, hereby attests to the following:  
14

15 1. I am over the age of eighteen years and am competent. I make the statements in  
16 this affidavit from personal knowledge.

17 2. I was admitted to practice law in the State of Washington on May 18, 2012.

18 3. I have voluntarily decided to resign from the Washington State Bar Association  
19 (the Association) in Lieu of Discipline under Rule 9.3 of the Rules for Enforcement of Lawyer  
20 Conduct (ELC).

21 4. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged  
22 misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in  
23 disciplinary counsel's statement but, rather than defend against the allegations, I wish to

1 permanently resign from membership in the Association.

2 5. I am submitting with this affidavit a Confession of Judgment in the amount of  
3 \$1,000 in favor of the Washington State Bar Association as payment for expenses and costs  
4 related to my disciplinary proceeding.

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

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

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

20 9. I agree that when applying for any employment, I will disclose the resignation in  
21 lieu of discipline in response to any question regarding disciplinary action or the status of my  
22 license to practice law.

23 10. I understand that my resignation becomes effective on disciplinary counsel's

1 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) disciplinary  
2 counsel must do so promptly following receipt of this document and payment of costs and  
3 expenses.

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

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

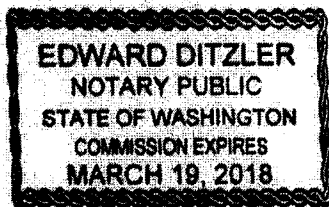
8 13. I understand that, after my resignation becomes effective, it is permanent. I will  
9 never be eligible to apply and will not be considered for admission or reinstatement to the  
10 practice of law nor will I be eligible for admission for any limited practice of law.

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

13  
14 4/2/2015, Fircrest, WA  
Date and Place

Eric Lee Fredrickson  
Eric Lee Fredrickson, Bar No. 44759

15  
16 SUBSCRIBED AND SWORN to before me this 2 day of April, 2015.



Edward K. Ditzler  
NOTARY PUBLIC for the state of  
Washington, residing at 2424 Mildred  
St. W. Fircrest, WA 98466  
My commission expires: 3.19.18

20 ENDORSED BY:

Natalea Skvir  
Natalea Skvir, Disciplinary Counsel  
Bar No. 34335

# **EXHIBIT A**

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

10 In re

11 **ERIC LEE FREDRICKSON,**

12 Lawyer (Bar No. 44759).

ODC File Nos. 14-00505, 14-01618,  
14-02104

Proceeding No. 15#00020

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

13  
14 The following constitutes a Statement of Alleged Misconduct under Rule 9.3(b)(1) of  
15 the Rules for Enforcement of Lawyer Conduct (ELC).

16 **I. ADMISSION TO PRACTICE**

17 1. Respondent Eric Lee Fredrickson was admitted to the practice of law in the State of  
18 Washington on May 18, 2012. He was admitted to practice in Texas in 1994, but his license to  
19 practice there is currently suspended.

20 **II. ALLEGED FACTS**

21 **Berry matter-#14-00505**

22 2. In September 2013, Beverly Berry and her husband were living separately and Ms.  
23 Berry planned to move to Connecticut by the end of the month.

1           3. On or about September 2, 2013, Ms. Berry contacted Respondent about representing  
2 her in connection with the sale of the marital home, where she still lived, and in dissolution  
3 proceedings that she or her husband might initiate.

4           4. Shortly thereafter, Ms. Berry signed a fee agreement for Respondent to represent her  
5 “in connection with divorce dissolution proceedings in Pierce County,” and an authorization for  
6 his \$3,500 fee to be charged to her credit card.

7           5. The agreement described Respondent’s fee as a “non-refundable retainer earned  
8 upon payment” that would be applied as an “offset credit” used to cover the divorce filing fee  
9 and up to the first 12 hours of legal work performed at a rate of \$250/hour, and it also provided  
10 that a monthly accounting statement might be sent to the client.

11           6. Because the language in this fee agreement did not comply with RPC 1.5(f), the fee  
12 could not be treated as Respondent’s property upon receipt, but was required by RPC 1.15A(c)  
13 to be placed in a client trust account and withdrawn only after reasonable notice to the client  
14 through a billing statement or other document.

15           7. Respondent did not place Ms. Berry’s fee in a trust account, but used it for his own  
16 purposes.

17           8. On September 4, 2013, Respondent notified counsel for Mr. Berry that he  
18 represented Ms. Berry and wished to discuss issues, the most pressing of which was reaching an  
19 agreement to lower the asking price of the marital home to facilitate its sale.

20           9. For the remainder of that month, Respondent exchanged e-mails and phone calls  
21 with Ms. Berry and her husband’s counsel concerning the house’s asking price and several other  
22 issues.

23           10. Neither Mr. Berry nor Ms. Berry filed for dissolution and Respondent’s client file

1 contains no materials relating to dissolution proceedings.

2 11. Ms. Berry left Washington at the end of September 2013 and, in December 2013, she  
3 sent Respondent her new address, asked him to close her account and refund the unused portion  
4 of her retainer.

5 12. Respondent did not respond.

6 13. Ms. Berry wrote to Respondent again on February 12, 2014 and, on February 19,  
7 2014, he responded, "Refunds are sent by check and will go out this month on the 25<sup>th</sup>."

8 14. On March 21, 2014, Ms. Berry faxed Respondent a request for a bill and the unused  
9 portion of her retainer, and filed a grievance against Respondent.

10 15. Ms. Berry reiterated her request for a billing and refund on May 8, 2014, but has  
11 received neither.

12 16. Replying to Ms. Berry's grievance, Respondent informed ODC that Ms. Berry was  
13 owed nothing, and he had not sent her any invoices.

14 17. Respondent testified that he thought the money from Ms. Berry was his and he had  
15 no funds to return to her.

16 18. Respondent asserted that he kept no check register or client ledgers for his trust  
17 account at the time.

18 **Chaney matter-#14-01618**

19 19. Ralenda Chaney (formerly Ralenda Cooper) was married to Christopher Cooper and  
20 they had one daughter, GAC.

21 20. Ms. Chaney and Mr. Cooper's marriage was dissolved in 2006 in Lincoln County,  
22 Washington, Lincoln County Superior Court No. 06-3-01364-1.

23 21. Under the parenting plan entered by the court, GAC was to reside with Ms. Chaney,

1 with the exception of "the second half of vacation each year," when she was to reside with Mr.  
2 Cooper.

3 22. In 2007, Ms. Chaney married her current husband, Mr. Chaney, a member of the  
4 U.S. military.

5 23. In 2011, the Chaney's moved to Texas with GAC due to Mr. Chaney's duty  
6 assignment, and later Mr. Cooper also moved to Texas.

7 24. In June 2014, the military reassigned Mr. Chaney to Alaska and the Chaney's drove  
8 to Alaska, while GAC stayed with Mr. Cooper for the remainder of summer vacation.

9 25. As the Chaney's were in Washington State visiting family en route to Alaska, Mr.  
10 Cooper filed to register the Lincoln County, Washington dissolution documents in a county  
11 court in Belton, Texas.

12 26. While she was in Tacoma, Mr. Cooper had Ms. Chaney served with notice that  
13 indicated the Lincoln County papers were being registered in Texas.

14 27. Ms. Chaney searched the Internet for a divorce lawyer who practiced in both Texas  
15 and Washington State, and she located the Respondent, who was then practicing in Tacoma.

16 28. Ms. Chaney met with Respondent at his Tacoma office on July 15, 2014, seeking his  
17 advice regarding what, if anything, she should do about the papers she had been served.

18 29. Ms. Chaney's primary concern was to ensure that she retained primary custody of  
19 GAC as specified in the parenting plan that had been entered in 2006.

20 30. Without executing a written fee agreement, Respondent charged Ms. Chaney what  
21 he considered to be a flat fee of \$1,000, which she paid by credit card on or about July 16, 2014.

22 31. Because there was no written agreement regarding Respondent's "flat fee" in terms  
23 such as those described in RPC 1.5(f)(2), Respondent was required to deposit Ms. Chaney's fee



1 in trust and only withdraw it after establishing his entitlement to do so, by providing a billing  
2 statement or other written notice to his client.

3 32. Although Respondent testified he placed this \$1,000 fee into his trust account, he  
4 never provided Ms. Chaney any document establishing he had earned the money before he  
5 withdrew and expended it for his own purposes.

6 33. Respondent informed Ms. Chaney that Mr. Cooper was simply registering the  
7 dissolution papers in Texas, which permitted him to keep GAC with him until the end of  
8 summer vacation.

9 34. As the Chaney's resumed driving to Alaska, Ms. Chaney and Respondent stayed in  
10 contact by e-mail and continued their correspondence after the Chaney's arrived in Alaska in  
11 August.

12 35. In late July 2014, Ms. Chaney informed Respondent that Mr. Cooper had contacted  
13 her and suggested she sign temporary orders giving him custody of GAC for a year, but she did  
14 not do so.

15 36. Without executing a written fee agreement, Respondent requested an additional  
16 \$3,500 in legal fees, which Ms. Chaney also paid by credit card on or about August 2, 2014.

17 37. Because there was still no written agreement regarding Respondent's "flat fee" in  
18 terms such as those described in RPC 1.5(f)(2), Respondent was required to deposit Ms.  
19 Chaney's fee in trust and only withdraw it after establishing his entitlement to do so, by  
20 providing a billing statement or other written notice to his client.

21 38. Respondent used Ms. Chaney's \$3,500 for his own purposes without first  
22 establishing his entitlement to do so, through a billing or other written statement.

23 39. On August 4, 2014, Mr. Cooper obtained an order from a district court in Bell

1 County, Texas, that designated Bell County as GAC's primary residence, and Mr. Cooper as her  
2 custodial parent.

3 40. Ms. Chaney had received no prior notice or service of papers regarding this  
4 proceeding.

5 41. In or around mid-August 2014, Mr. Cooper indicated to Ms. Chaney that he would  
6 not be returning GAC to her, and she related this information to Respondent.

7 42. Respondent told Ms. Chaney he would seek to have the custody issue litigated in  
8 Lincoln County, Washington, he had had drawn up preliminary papers for filing, and he was in  
9 contact with the judge there to schedule a hearing.

10 43. Respondent did not draft or file any papers with the Lincoln County, Washington  
11 courts.

12 44. Respondent went to Texas in mid-August to attend to legal matters for other clients,  
13 but, while he was there, he performed no research and took no action concerning the issue of  
14 GAC's custody.

15 45. Respondent's communication with Ms. Chaney became sporadic.

16 46. In early September 2014, Ms. Chaney forwarded to Respondent copies of the orders  
17 that Mr. Cooper had obtained in Texas and recently mailed to her, as well as information that  
18 GAC was missing school in Texas.

19 47. The Texas orders gave Mr. Cooper custody of GAC until June 15, 2015.

20 48. On or about September 1, 2014, Respondent's license to practice law in Texas was  
21 suspended for nonpayment of his licensing fees, thus precluding him from taking any action on  
22 Ms. Chaney's behalf in courts there.

23 49. Respondent did not inform Ms. Chaney of the suspension.

1 50. Because Respondent had taken no action on Ms. Chaney's behalf, she notified him  
2 on September 9, 2014 that she was terminating the representation.

3 51. Respondent provided Ms. Chaney no billing statements or accounting to establish his  
4 entitlement to the \$4,500 she had paid him.

5 52. On September 10, 2014, Ms. Chaney also filed a grievance with ODC.

6 53. Disciplinary Counsel sent Respondent a copy of Ms. Chaney's grievance and twice  
7 sent him written requests for a response, but he did not comply.

8 54. Respondent did not refund any of the funds he had received from Ms. Chaney.

9 55. Ms. Chaney contested the credit card charges she had incurred for Respondent's fees  
10 but, when her bank contacted Respondent for an explanation and documentation of the charges,  
11 he did not respond.

12 **Park matter-#14-02104**

13 56. On or about April 18, 2014, Jacqueline Park and her father met with Respondent to  
14 discuss legal representation in the dissolution of her marriage to Jonathan Park.

15 57. Respondent had Ms. Park sign a fee agreement under which he would charge a non-  
16 refundable "earned retainer" of \$3,000, and a \$500 advance deposit for estimated filing fees,  
17 service fees and costs.

18 58. The retainer was to cover Respondent's work on the case through one mediation  
19 session or, if mediation was not required, an initial interim hearing, after which Respondent  
20 would charge \$250 an hour for all work thereafter.

21 59. Because the fee agreement did not include language that RPC 1.5(f)(1) or (f)(2)  
22 requires for a fee to constitute a "retainer" or a flat fee that is the lawyer's property upon receipt,  
23 Respondent was required to place the entire \$3,500 into a trust account and withdraw the funds

1 only after costs were incurred or the fees were earned and he established his entitlement to them  
2 through a billing statement or other document furnished to the client.

3 60. Ms. Park's father paid the entire \$3,500 fee.

4 61. Respondent used the funds for his own benefit.

5 62. Respondent did not establish his entitlement to any of these funds before he used  
6 them for his own purposes.

7 63. On May 28, 2014, Respondent filed Ms. Park's Petition for Dissolution and related  
8 documents in King County Superior Court, No. 14-3-03465-6, and the court set a case schedule.

9 64. Ms. Park last heard from Respondent in late May or early June, 2014.

10 65. At that time, Ms. Park spoke with Respondent about an acute need for funds and also  
11 voiced concerns about the children's well-being while in Mr. Parks' care, and she asked  
12 Respondent to address both concerns at the next court date.

13 66. Respondent apparently filed a proof of service on June 20, 2014.

14 67. After filing the proof of service, Respondent took no further action in the case and  
15 ceased all communication with Ms. Park.

16 68. For months after her last communication with Respondent, Ms. Park continued  
17 trying to contact him weekly by telephone, e-mail, text and Facebook, leaving him messages, to  
18 no avail.

19 69. On October 16, 2014, the judge in the case ordered Respondent to appear in court on  
20 December 22, 2014 due to his failure to follow the court's case schedule.

21 70. Respondent did not appear as ordered.

22 71. On November 22, 2014, Ms. Park filed a grievance against Respondent.

23 72. Disciplinary Counsel sent Respondent a copy of Ms. Parks' grievance and twice sent

1 him written requests for a response, but he did not reply.

2 73. Ms. Park hired other counsel, who wrote a letter to Respondent about filing a Notice  
3 of Withdrawal and Substitution, but he did not respond.

4 74. On December 22, 2014, successor counsel filed a notice of appearance and a set of  
5 amended pleadings.

6 75. On January 13, 2015, successor counsel filed a motion for default, which was  
7 granted on January 29, 2015.

8 76. On February 4, 2015, the court entered findings of fact, conclusions of law, a  
9 parenting plan and a dissolution decree ex parte.

10 77. Respondent provided no accounting to Ms. Park nor did he return any portion of his  
11 \$3,000 fee.

### 12 III. ALLEGED MISCONDUCT

13 78. By failing to place Ms. Berry's \$3,500 advance fee into his trust account,  
14 Respondent violated RPC 1.15A(c).

15 79. By keeping Ms. Berry's entire advance fee without having performed the work  
16 contemplated by the fee agreement, Respondent violated RPC 1.5(a).

17 80. By using Ms. Berry's advance fee for his own purposes without entitlement to it,  
18 Respondent violated RPC 1.15A(b).

19 81. By failing to maintain a check register for his trust account and client ledgers,  
20 Respondent violated RPC 1.15A(h)(2) and RPC 1.15B(a).

21 82. By failing to respond to Ms. Berry's requests for an accounting and a refund of the  
22 fee she had paid, Respondent violated RPC 1.4(a)(4) and RPC 1.15A(e).

23 83. By failing, upon termination of the representation, to refund any portion of Ms.

1 | Berry's advanced fee that had not been earned, Respondent violated RPC 1.5(a) and RPC  
2 | 1.16(d).

3 | 84. By failing to respond to written questions and produce documents as requested by  
4 | Disciplinary Counsel during the investigation of Ms. Berry's grievance, Respondent failed to  
5 | fulfill the duties imposed by ELC 1.5 and ELC 5.3(f) and (g), thereby violating RPC 8.4(l).

6 | 85. By failing to take any legal action, either in Washington State or in Texas, to  
7 | accomplish Ms. Chaney's objective of retaining primary custody of GAC, Respondent violated  
8 | RPC 1.1 and RPC 1.3.

9 | 86. By keeping all of Ms. Chaney's advance fees without having performed the work  
10 | contemplated, Respondent violated RPC 1.5(a).

11 | 87. By using Ms. Chaney's advance fees for his own purposes without entitlement to  
12 | them, Respondent violated RPC 1.15A(b).

13 | 88. By failing to respond to Ms. Chaney's communications and keep her reasonably  
14 | informed about the status of her matter, and by failing to advise her that the suspension of his  
15 | license to practice law in Texas would preclude him from taking any legal action there on her  
16 | behalf, Respondent violated RPC 1.4.

17 | 89. By advising Ms. Chaney that he would litigate the issue of GAC's custody in the  
18 | Lincoln County, Washington court and then failing to take any such action, Respondent violated  
19 | RPC 8.4(c).

20 | 90. By failing to refund any unearned portion of Ms. Chaney's advanced fees to her  
21 | upon termination of his services, Respondent violated RPC 1.16(d).

22 | 91. By failing to respond to Ms. Chaney's grievance after receiving two written requests  
23 | from Disciplinary Counsel that he do so, Respondent failed to fulfill the duties imposed by ELC

1 1.5 and ELC 5.3(f) and (g), thereby violating RPC 8.4(l).

2 92. By agreeing to represent Ms. Park in her dissolution proceedings and then failing to  
3 take any action beyond filing a petition and effecting service on the defendant, Respondent  
4 violated RPC 1.1, RPC 1.3, and RPC 3.2.

5 93. By keeping all of Ms. Park's advanced fee without performing the work  
6 contemplated by the fee agreement, Respondent violated RPC 1.5(a).

7 94. By using Ms. Park's funds for his own purposes without entitlement to them,  
8 Respondent violated RPC 1.15A(b).

9 95. By failing to respond to Ms. Park's communications over a protracted period of time,  
10 Respondent violated RPC 1.4.

11 96. By failing to adhere to the case schedule the court had established for Ms. Park's  
12 case and failing to appear in court when ordered to do so, Respondent violated RPC 3.4(c) and  
13 RPC 8.4(d).

14 97. By failing to respond to communications from Ms. Park's successor counsel and  
15 failing to refund unearned portions of his advance fee, Respondent violated RPC 1.16(d).

16 98. By failing to respond to Ms. Park's grievance after receiving two written requests  
17 from Disciplinary Counsel that he do so, Respondent failed to fulfill the duties imposed by ELC  
18 1.5 and ELC 5.3(f) and (g), thereby violating RPC 8.4(l).

19  
20 DATED this 3<sup>rd</sup> day of April, 2015.

21  
22 Natalea Skvir  
23 Natalea Skvir, Bar No. 34335  
Disciplinary Counsel