

FILED
WASHINGTON STATE
SUPREME COURT ASSOCIATION
STATE OF WASHINGTON
Office of Disciplinary Counsel
2/5/2020 2:44 PM
BY SUSAN L. CARLSON
CLERK

February 5, 2020

Susan L. Carlson, Supreme Court Clerk
Washington State Supreme Court
P. O. Box 40929
Olympia, WA 98504-0929

Re: In re Clinton Jonathon Sonny Behrends
Proceeding No. 20#00011

Dear Ms. Carlson:

In accordance with Rule 9.3(d) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), I write to advise you that Clinton Jonathon Sonny Behrends submitted a resignation in lieu of discipline on February 4, 2020. Enclosed is a copy of Clinton Jonathon Sonny Behrends's affidavit.

Sincerely,



Kathy Jo Blake
Managing Disciplinary Counsel

Enclosures

cc: David Carl Burkett (w/enclosures)
Via email only at dcburkett@seanet.com

Public File

FILED

Feb 05 2020

Disciplinary
Board

Docket # 002

Kathy Jo Blake
Managing Disciplinary Counsel
Direct line: (206) 733-5939
E-mail: kathyjob@wsba.org



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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON SUPREME COURT

In re

**CLINTON JONATHON SONNY
BEHREND'S,**

Lawyer (Bar No. 45371).

Proceeding No. 20#00011

ODC File Numbers: 18-01259, 18-01659, 18-01751, 18-01765, 18-02028, 19-00236, 19-00533, 19-01007, and 19-01069

Resignation Form of Clinton Jonathon Sonny Behrends (ELC 9.3(b))

I, Clinton Jonathon Sonny Behrends, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.
2. I was admitted to practice law in the State of Washington on November 14, 2012.
3. After consulting with my counsel, David Burkett, I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).
4. 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

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

3 | 5. I consent to entry of an order under ELC 13.9(e) assessing expenses of \$8,533.41
4 | (\$7,033.41 in actual costs authorized by ELC 13.9(b) and \$1,500 required by ELC 9.3(f)) in this
5 | matter.

6 | 6. I agree to pay restitution as follows:

- 7 | • \$5,000 to Lisa Ann Watts.
- 8 | • \$5,000 to Meagan R. Abulhosn.
- 9 | • \$5,000 to Marcia Rae Sand.
- 10 | • \$5,004.76 to Tiffany Hastings Falcao.
- 11 | • \$34,000 to Richard N. Becvar.
- 12 | • \$15,484.40 to Kevin Robert Lindquist.
- 13 | • \$55,000 to Sharon Anne Dresler.
- 14 | • \$25,000 to Amanda Erica Ramirez.

15 | Interest to accrue at a rate of 12 percent per annum beginning March 1, 2020.

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

18 | 8. I understand that my resignation is permanent and that any future application by
19 | me for reinstatement as a member of the Association is currently barred. If the Washington
20 | Supreme Court changes this rule or an application is otherwise permitted in the future, it will be
21 | treated as an application by one who has been disbarred for ethical misconduct. If I file an
22 | application, I will not be entitled to a reconsideration or reexamination of the facts, complaints,
23 |

1 | allegations, or instances of alleged misconduct on which this resignation was based.

2 | 9. I agree to (a) notify all other states and jurisdictions in which I am admitted, of this
3 | resignation in lieu of discipline; (b) seek to resign permanently from the practice of law; and (c)
4 | provide Disciplinary Counsel with copies of this notification and any response(s). I
5 | acknowledge that this resignation could be treated as a disbarment by all other jurisdictions.

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

10 | 11. I agree that when applying for any employment, I will disclose the resignation in
11 | lieu of discipline in response to any question regarding disciplinary action or the status of my
12 | license to practice law.

13 | 12. I understand that my resignation becomes effective on Disciplinary Counsel's
14 | endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) Disciplinary
15 | Counsel must do so promptly following receipt of this document.

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

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

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

23 | 16. I certify under penalty of perjury under the laws of the State of Washington that

1 the foregoing is true and correct.

2 03, February, 2020 / Bothell, WA
3 Date and Place
4 Bar No. 45371


Clinton Jonathon Sonny Behrends,

5 ENDORSED BY:

6 K. Blake
7 Kathy Jo Blake, Managing Disciplinary Counsel
8 Bar No. 29235

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ODC File Nos. 18-01259, 18-01659, 18-01751, 18-01765, 18-02028, 19-00236, 19-00533, 19-01007, and 19-01069

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

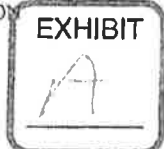
The following constitutes a Statement of Alleged Misconduct under Rule 9.3(b)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

I. ADMISSION TO PRACTICE

1. Respondent Clinton Jonathon Sonny Behrends was admitted to the practice of law in the State of Washington on November 14, 2012.

II. ALLEGED FACTS

2. At all relevant times, Respondent did not maintain a trust account for deposit of client funds.



1 ODC Grievance

2 3. In or about 2012 through September 2016, Respondent worked as a full-time
3 associate at Ellis, Lee & McKinstry (ELM).

4 4. The associates at ELM were prohibited from taking on outside private clients.

5 5. Sometime after 2014, Respondent's mentoring attorney, Brian Kemper, learned that
6 Respondent had agreed to represent JW, who worked for a subtenant of ELM, in a personal
7 injury case without charge.

8 6. Respondent had taken on this case without the knowledge or approval of anyone at
9 ELM.

10 7. Mr. Kemper further learned that JW was complaining that Respondent had not
11 disbursed the settlement from the insurance company to her. Mr. Kemper confronted
12 Respondent, who admitted that he had received the settlement and had deposited it into his
13 personal account.

14 8. Respondent told Mr. Kemper that he was planning to charge JW a fee because the
15 settlement was significantly higher than he had expected. Mr. Kemper told Respondent to
16 immediately turn the settlement over to JW and to not charge her anything.

17 9. Respondent eventually disbursed the entire settlement to JW.

18 10. In September 2016, Mr. Kemper received a phone call from a JB, who identified
19 himself as a client and complained that Respondent had not completed any work and would not
20 return his phone calls.

21 11. Mr. Kemper searched ELM records and could not locate JB in the database.

22 12. Mr. Kemper confronted Respondent, who told him that he agreed to represent JB as
23 a "favor."

1 13. Mr. Kemper asked Respondent if there were any other clients like JW and JB outside
2 the firm.

3 14. Respondent told Mr. Kemper there were no other clients outside the firm.

4 15. That statement was a lie.

5 16. A subsequent search of Respondent's office uncovered several other off the books
6 clients.

7 17. After being confronted by the firm, Respondent admitted to taking other clients
8 outside of the firm.

9 18. ELM terminated Respondent.

10 19. ELM personnel performed a thorough search of Respondent's office and computer
11 and discovered thirty "off the books" clients.

12 20. Respondent used ELM's letterhead, phone numbers, fax numbers, and email when
13 communicating with these clients, opposing parties, and insurers.

14 21. With clients Kevin Lindquist and Sharon Dressler, Respondent deposited client
15 funds into his personal account rather than ELM's trust account.

16 22. ELM sent each client a letter advising them that Respondent was no longer at the
17 firm and asking whether they wished to be represented by ELM or Respondent. Several clients,
18 including Mr. Lindquist and Ms. Dressler, told ELM that they wished to stay with Respondent.

19 Richard Becvar Grievance

20 23. In November 2017, Richard Becvar was arrested twice in the span of seven days for
21 driving under the influence (DUI) while his children were with him in the car.

22 24. In December 2017, Mr. Becvar hired Respondent to represent him and signed an
23 agreement for a \$25,000 flat fee for "representation regarding your likely charging with two

1 | DUIs and two counts of Reckless Endangerment,” to include “pre-charging negotiation and
2 | representation post-charging,” but did not include trial work.

3 | 25. Respondent’s flat fee agreement did not advise Mr. Becvar that the fee was the
4 | lawyer’s property upon receipt and that it would not be placed in a trust account. Mr. Becvar
5 | signed the agreement.

6 | 26. In January 2018, Mr. Becvar gave Respondent a \$25,000 cashier’s check.

7 | 27. Later that month, Mr. Becvar gave Respondent a \$3,000 cashier’s check.

8 | 28. Respondent deposited the money into his personal US Bank account.

9 | 29. Respondent did not maintain a trust account.

10 | 30. In February 2018, the City of Monroe charged Mr. Becvar with DUI and reckless
11 | endangerment based on his children being in the car. *City of Monroe v. Becvar*, Monroe
12 | Municipal Court Case Nos. 8Z0256074 and 8Z0256075.

13 | 31. A month later, the Snohomish County Prosecuting Attorney’s Office charged Mr.
14 | Becvar with DUI. *State v. Becvar*, Snohomish County District Court Case No. 15820A17D.

15 | 32. On March 7, 2018, the court arraigned Mr. Becvar in the City of Monroe cases and
16 | set a pretrial hearing for April 11, 2018.

17 | 33. Respondent appeared at the hearing with Mr. Becvar, but he did not file a notice of
18 | appearance at that time.

19 | 34. During the representation, Respondent’s director of operations, Joel Thompson
20 | repeatedly sought more money from Mr. Becvar.

21 | 35. On April 3, 2018, Mr. Becvar got an advance on his VISA card and gave
22 | Respondent another check for \$3,000.

23 | 36. Respondent deposited the funds into his personal US Bank account.

1 37. On April 9, 2018, the court arraigned Mr. Becvar in the Snohomish County DUI case
2 and set a pretrial hearing for June 6, 2018.

3 38. Respondent appeared with him, but never filed a notice of appearance in that case.

4 39. On April 11, 2018, Respondent filed his notice of appearance in the City of Monroe
5 case but neither he nor Mr. Becvar appeared for pretrial hearing and the court issued a \$25,000
6 bench warrant for Mr. Becvar's arrest.

7 40. Because Mr. Becvar was charged with DUI, he faced possible suspension of his
8 driver's license by the DOL.

9 41. Respondent agreed to represent Mr. Becvar in the administrative hearing concerning
10 his driver's license.

11 42. On May 17, 2018, Respondent appeared and requested a continuance. The hearing
12 officer continued the case to May 31, 2018.

13 43. Respondent did not file a notice of appearance.

14 44. On May 31, 2018, Mr. Becvar appeared telephonically for the DOL hearing, but
15 Respondent did not.

16 45. The hearing officer continued the hearing to June 14, 2018 and mailed notice of the
17 hearing to both Mr. Becvar and Respondent.

18 46. Neither Mr. Becvar nor Respondent appeared for the June 14, 2018 DOL hearing
19 and the hearing officer entered an order of default, which suspended Mr. Becvar's driver's
20 license.

21 47. As a result, Mr. Becvar had to commute five hours each day to work using a bicycle,
22 train, and bus.

23 48. On June 6, 2018, neither Respondent nor Mr. Becvar appeared for the pretrial

1 hearing in the Snohomish County case and the court issued a \$25,000 warrant for Mr. Becvar's
2 arrest.

3 49. By check dated June 19, 2018, Mr. Becvar paid Respondent the additional \$3,000,
4 which brought the total to \$34,000 that he had paid Respondent to represent him.

5 50. Respondent deposited the money into his personal US Bank account.

6 51. In late July or early August 2018, Mr. Becvar learned for the first time that he had
7 warrants for his arrest because he had failed to appear for court hearings.

8 52. Mr. Becvar called Respondent for the next 20 days, from August 1 to August 20,
9 2018, to talk about taking care of the warrants.

10 53. Respondent told Mr. Becvar not to worry about them.

11 54. Respondent took no action to have the warrants quashed.

12 55. At the end of August 2018, Mr. Becvar turned himself in to authorities and learned
13 for the first time that he had nearly \$70,000 in warrants for missing court hearings.

14 56. Mr. Becvar had to pay \$6,000 to be released from custody.

15 57. Respondent and his staff, who Respondent did not adequately supervise, disclosed
16 information relating to his representation of Mr. Becvar to a third party without Mr. Becvar's
17 authorization.

18 58. Mr. Becvar fired Respondent.

19 59. Respondent did not provide Mr. Becvar with his client file or a refund of unearned
20 fees after he was terminated.

21 60. In or about September 2018, Mr. Becvar hired Lauren Wegener.

22 61. When Ms. Wegener took over the case, Respondent had done no discernable work
23 and had no meaningful communication with the prosecutor's office.

1 62. Respondent charged Mr. Becvar an unreasonable fee for the minimal amount of
2 work he performed.

3 63. On October 1, 2018, Ms. Wegener's office emailed Respondent requesting discovery
4 materials and provided two withdrawal and substitution documents for Respondent to sign and
5 return.

6 64. Respondent did not sign or return the forms, did not provide any discovery materials,
7 and did not respond to the email in any way. Discovery ultimately was provided by the city and
8 county prosecutor's offices.

9 65. Because Mr. Becvar received two DUIs within seven days of each other, he qualified
10 for Washington State's deferred prosecution program.

11 66. Respondent did not inform Mr. Becvar of this program or that it was an option.

12 67. With the assistance of Ms. Wegener, Mr. Becvar entered a deferred prosecution in
13 the Snohomish and Monroe cases by the end of the year.

14 68. On December 14, 2018, ODC mailed a copy of the grievance to Respondent and
15 requested that he respond within 30 days.

16 69. Respondent did not respond.

17 70. On January 17, 2019, ODC sent a letter to Respondent requesting that he respond to
18 the grievance within 10 days or he would be subpoenaed for a deposition and liable for its costs.

19 71. Respondent did not respond.

20 72. On April 4, 2019, Respondent was personally served with a subpoena for a non-
21 cooperation deposition scheduled for April 22, 2019.

22 73. On April 22, 2019, Respondent did not appear for the deposition.

23 74. On June 27, 2019 and July 10, 2019, disciplinary counsel deposed Respondent.

1 75. Respondent explained that in representing Mr. Becvar, he attended one arraignment
2 hearing, met with Mr. Becvar several times, conducted legal research, and tried to come up with
3 a strategy for handling his cases. When asked how much of a refund he believed Mr. Becvar
4 was entitled to, he said, "I don't know, frankly, but most of it, I would guess."

5 Kevin Lindquist Grievance

6 76. In 2016, Kevin Lindquist was a student at Washington State University (WSU) and
7 worked as a lifeguard.

8 77. In January 2016, WSU terminated Mr. Lindquist from his position.

9 78. An impeachment proceeding was also initiated against Mr. Lindquist concerning his
10 position as the president of a student organization and whether he should be removed from the
11 role.

12 79. In July 2016, and during the time that Respondent worked at ELM, Mr. Lindquist
13 met with Respondent at the firm and hired him to challenge his termination as a lifeguard.

14 80. Mr. Lindquist signed a flat fee agreement for \$10,000.

15 81. On July 11, 2016, Respondent was paid \$4,500.

16 82. Later that month, Respondent was paid \$5,500.

17 83. Both checks contained a notation, "ELM flat fee."

18 84. Respondent deposited the checks into his personal bank account.

19 85. In July and August 2016, using ELM letterhead, Respondent drafted letters about
20 Mr. Lindquist to Kirk Schulz, the president of WSU. He sent copies of the letters to Mr.
21 Lindquist and led him to believe Respondent sent them.

22 86. WSU has no record of receiving these letters from Respondent.

23 87. In September 2016, Respondent emailed Mr. Lindquist that although he did not

1 expect to prevail in the appeal of his employment termination, he expected a decision the
2 following week.

3 88. WSU has no record of Respondent appealing Mr. Lindquist's termination.

4 89. Later in September 2016, ELM terminated Respondent after they discovered that he
5 had taken clients outside of the firm.

6 90. ELM conducted an internal investigation and identified thirty off-the-books clients
7 that Respondent had taken while he was employed at the firm, including Mr. Lindquist.

8 91. Later that month, ELM sent a letter to Mr. Lindquist, which stated that Respondent
9 was no longer at the firm and asked him to indicate whether he wanted to be represented by the
10 firm or Respondent. Mr. Lindquist responded that he wanted to be represented by Respondent.

11 92. After leaving ELM, Respondent opened his own firm where Joel Thompson worked
12 as the "director of operations" and Kayla Grohn worked as an assistant.

13 93. In October 2016, Respondent emailed Mr. Lindquist and asked him to pay him "the
14 remaining" \$5,000, which would help with travel expenses to Pullman and malpractice
15 insurance.

16 94. In November 2016, Respondent was paid an additional \$3,000.

17 95. Respondent deposited the money into his personal bank account.

18 96. Between October and February 2017, Mr. Lindquist contacted Respondent several
19 times requesting information about his case.

20 97. Respondent was slow to respond to his requests for information.

21 98. In April and March 2017, Mr. Lindquist's mother, Nancy Lindquist (Nancy),
22 requested that Respondent provide copies of the work that he had completed in her son's case,
23 including a copy of the appeal that he said he had filed.

- 1 99. Respondent did not provide anything.
- 2 100. In December 2016, Respondent was paid \$1,000.
- 3 101. In February 2017, Respondent was paid \$484.40.
- 4 102. A month later, Respondent was paid \$1,000.
- 5 103. Between July 2016 and March 2017, Mr. Lindquist paid Respondent \$15,484.40
- 6 to represent him.
- 7 104. WSU scheduled Mr. Lindquist's impeachment hearing in March 2017.
- 8 105. Respondent agreed to represent Mr. Lindquist at the hearing.
- 9 106. In March 2017, Respondent and Ms. Grohn flew to Pullman for Mr. Lindquist's
- 10 impeachment hearing but did not attend.
- 11 107. Mr. Lindquist had to represent himself in the hearing.
- 12 108. Later that month, Nancy and Respondent exchanged emails about her son's case.
- 13 109. Respondent's email indicated that they had a remaining balance of \$43,000. The
- 14 basis of that charge is unclear, and there are no billing statements or invoices to justify it.
- 15 110. In March 2018, Mr. Lindquist terminated Respondent and requested his client
- 16 file and a refund.
- 17 111. Respondent did not provide the client file or a refund.
- 18 112. Later that month, Mr. Lindquist consulted with another attorney, Kenneth
- 19 Davidson.
- 20 113. From March through June 2018, Mr. Davidson attempted to obtain Mr.
- 21 Lindquist's client file without success.
- 22 114. In April 2019, Mr. Lindquist submitted a public records request to WSU for
- 23 "Any correspondence, paperwork, emails, [sic] documents from 06/2016 to present relating to

1 Sonny J. Behrends (sjb@behrendslaw.com), (sbehrends@elmlaw.com) and Ellis, Li &
2 Mckinstry, [sic] Pllc in reference to Kevin Lindquist.”

3 115. Two months later, WSU responded and stated that they were unable to locate any
4 records responsive to the request.

5 116. To date, Respondent has not issued a refund to Mr. Lindquist or returned his
6 client file.

7 117. In May 2019, Respondent provided his client file to disciplinary counsel. That
8 file included correspondence from WSU about their investigation of Mr. Lindquist, emails
9 between Mr. Lindquist and Nancy and Respondent, and the July and August 2016 letters to
10 WSU.

11 118. Respondent's client file did not contain any invoices or fee agreements or any
12 communications from Respondent to WSU.

13 119. On December 14, 2018, ODC mailed a copy of the grievance to Respondent and
14 requested that he respond within 30 days.

15 120. Respondent did not respond.

16 121. On January 17, 2019, ODC sent a letter to Respondent requesting that he respond
17 to the grievance within 10 days or he would be subpoenaed for a deposition and liable for its
18 costs.

19 122. Respondent did not respond.

20 123. On April 4, 2019, Respondent was personally served with a subpoena for a non-
21 cooperation deposition scheduled for April 22, 2019.

22 124. On April 22, 2019, Respondent did not appear for the deposition.

23 Tiffany Falcoa Grievance

1 125. Tiffany Falcoa paid Respondent \$5,004.76 to represent her in a dissolution of
2 marriage and request for a protection order.

3 126. Respondent did little to no work of value for Ms. Falcoa.

4 127. Respondent did not take any meaningful action in Ms. Falcoa's dissolution or
5 request for a protection order.

6 128. Respondent did not return unearned fees or provide the client with the client file
7 after Ms. Falcoa terminated his representation.

8 Meagan Abulhosn Grievance

9 129. Meagan Abulhosn paid Respondent \$5,000 to assist her with a dissolution of
10 marriage. The fee was called a flat fee but the fee agreement did not comply with RPC
11 1.5(f)(2).

12 130. Respondent deposited the funds into his general account.

13 131. Respondent did not complete the work he was hired to complete and did not
14 refund unearned fees or provide Ms. Abulhosn with her client file after he was terminated.

15 132. Respondent and his staff, who Respondent did not adequately supervise,
16 disclosed information relating to his representation of Ms. Abulhosn to a third party without Ms.
17 Abulhosn's authorization.

18 Lisa Watts Grievance

19 133. Lisa Watts paid Respondent what was identified as a \$5,000 flat fee to handle
20 delinquent spousal support.

21 134. Respondent's fee agreement did not comply with RPC 1.5(f)(2).

22 135. Respondent failed to deposit fees paid in advance into a trust account.

23 136. Respondent did not complete the work he was hired to perform and was

1 terminated.

2 137. After Ms. Watts terminated Respondent, she requested her client file and
3 unearned fees.

4 138. Respondent did not provide the client file and did not return unearned fees to Ms.
5 Watts.

6 Amanda Ramirez Grievance

7 139. In February 2019, Amanda Ramirez paid Respondent \$25,000 to represent her
8 with a parenting plan and child custody matter. The representation also contemplated
9 Respondent filing a motion for a restraining order or protection order.

10 140. Respondent failed to deposit the advanced fees in trust.

11 141. Respondent never filed a notice of appearance, never completed a parenting plan,
12 and never filed any type of restraining order or domestic violence protection order.

13 142. Ms. Ramirez terminated Respondent and requested her client file and unearned
14 fees.

15 143. Respondent did not provide the client file and did not return unearned fees to Ms.
16 Ramirez.

17 144. Respondent's work was of little to no value to Ms. Ramirez.

18 145. Respondent charged Ms. Ramirez an unreasonable fee.

19 146. Respondent did not diligently represent Ms. Ramirez.

20 147. Respondent did not return unearned fees and client file to Ms. Ramirez.

21 Sharon Dresler Grievance

22 148. In August 2016, Sharon Dresler hired Respondent to represent her in a
23 dissolution of marriage.

- 1 149. Ms. Dresler paid Respondent a total of \$55,000.
- 2 150. Respondent did not diligently represent Ms. Dresler.
- 3 151. In July 2019, Ms. Dresler terminated Respondent and requested her client file
4 and unearned fees.
- 5 152. Respondent did not provide the client file and did not return unearned fees to Ms.
6 Dresler.
- 7 153. Respondent's work was of little to no value to Ms. Dresler.
- 8 154. Respondent charged Ms. Dresler an unreasonable fee.

9 Marcia Rae Sand Grievance

- 10 155. In 2018, Marcia Sand paid Respondent \$5,000 to represent her with a child
11 support matter.
- 12 156. Respondent did not diligently or competently represent Ms. Sand in her matter
- 13 157. After learning that Respondent did not file a notice of appearance in her matter,
14 did not communicate with opposing counsel, and did not attend a court hearing, Ms. Sand
15 terminated Respondent and requested her client file and a refund.
- 16 158. Respondent did not provide Ms. Sand with her client file.
- 17 159. Respondent did not return unearned fees to Ms. Sand.

18 **III. ALLEGED MISCONDUCT**

- 19 160. By taking legal fees that ELM was entitled to receive, Respondent violated RPC
20 8.4(b) and 8.4(c).
- 21 161. By telling Mr. Kemper that he had not taken any more off the books clients other
22 than JW and JB when in fact he had, Respondent violated RPC 8.4(c).
- 23 162. By charging and collecting unreasonable fees from Mr. Becvar, Mr. Lindquist,

1 Ms. Rameriz, Ms. Abulhosn, Ms. Watts, Ms. Falcoa, Ms. Sands, Ms. Dresler, Respondent
2 violated RPC 1.5(a).

3 163. By failing to diligently represent Mr. Lindquist, Ms. Rameriz, Ms. Abulhosn,
4 Ms. Watts, Ms. Falcoa, Ms. Sands, and Ms. Dresler, Respondent violated RPC 1.3.

5 164. By failing to refund unearned fees and client files belonging to Mr. Becvar, Mr.
6 Lindquist, Ms. Rameriz, Ms. Abulhosn, Ms. Watts, Ms. Falcoa, Ms. Sands, and Ms. Dresler
7 after being terminated, Respondent violated RPC 1.16(d).

8 165. By failing to deposit fees identified as flat fees that did not comply with RPC
9 1.5(f)(2) into a trust account, Respondent violated RPC 1.15A(c)(2).

10 166. By failing to appear at court hearings, failing to advise Mr. Becvar about the
11 resolving both matters with a deferred prosecution, and/or failing to take action to quash the
12 warrants for Mr. Becvar's arrest, Respondent violated RPC 1.1 and 1.3.

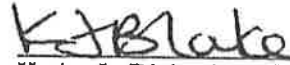
13 167. By telling Mr. Lindquist that he had filed an appeal with WSU challenging his
14 termination and by leading Mr. Lindquist to believe that he had sent two letters to WSU in July
15 and August 2016 when such was not the case, Respondent violated RPC 8.4(c).

16 168. By failing to adequately supervise his staff and by disclosing information relating
17 to his representation of Mr. Becvar and Ms. Abulhosn, Respondent violated RPC 5.3(b) and
18 1.6(b).

19 169. By failing to timely respond to disciplinary counsel's written requests for
20 responses to Mr. Becvar's and Mr. Lindquist's grievance, by failing to timely produce Mr.
21 Becvar's and Mr. Lindquist's client files, and by failing to appear as commanded for the April
22 22, 2019 deposition, Respondent violated RPC 8.4(l) (by violating ELC 1.5, 5.3(f), 5.3(g), and
23 5.5(d)).

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DATED this 4th day of February, 2020.



Kathy Jo Blake, Bar No. 29235
Managing Disciplinary Counsel

WASHINGTON STATE BAR ASSOCIATION

February 05, 2020 - 2:44 PM

Filing Attorney Discipline

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