

**FILED**

Aug 18, 2022

Disciplinary  
Board

Docket # 020

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**ANNE VAN LEYNSEELE,**

Lawyer (Bar No. 45794).

Proceeding No. 21#00024

ODC File No. 19-00703

STIPULATION TO TWO ADMONITIONS

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 Two Admonitions is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Henry Cruz, Respondent's Counsel Jeffrey T. Kestle, and Respondent lawyer Anne van Leynseele.

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

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

#### 4 **I. ADMISSION TO PRACTICE**

5 1. Respondent was admitted to practice law in the State of Washington on February 4,  
6 2013.

#### 7 **II. STIPULATED FACTS**

##### 8 **Representation of Natural Blessings**

9 2. In June 2015, Respondent began representing Anthony Berkley and Corey Stevens,  
10 d/b/a Natural Blessings, LLC, to assist them in finalizing their pending license application for  
11 operating a cannabis retail dispensary in Pierce County, Washington.

12 3. Respondent advised Berkley and Stevens to take on a business partner with the money  
13 and experience in cannabis retail to assist in starting up their cannabis dispensary.

14 4. Respondent introduced Berkley and Stevens to MNG, LLC, d/b/a Kushmart, a  
15 licensed retail cannabis business in Washington State that was looking to invest in other cannabis  
16 retail stores.

17 5. VI, HA, and PN owned MNG.

18 6. On or about June 8, 2015, Respondent attended a meeting between Natural Blessings  
19 and MNG to discuss MNG's potential investment in Natural Blessings.

20 7. After the meeting, Respondent prepared a Purchase Agreement in which MNG would  
21 receive a fifty percent ownership interest in Natural Blessings in exchange for a capital  
22 commitment of all startup costs involved with the licensing, facility acquisition, leasehold  
23 improvements, inventory, and staffing for the operation of Natural Blessings.

1 8. The Purchase Agreement was contingent on, among other things, MNG and its owners  
2 being approved to have an ownership interest in Natural Blessings by the Washington State  
3 Liquor and Cannabis Board (LCB).

4 9. On or about July 13, 2015, the Purchase Agreement was signed by the parties.

5 10. Natural Blessings requested the LCB to add MNG and/or MNG's owners to their  
6 license application.

7 11. On October 19, 2015, the LCB notified Natural Blessings that its license application  
8 could not proceed because the LCB could not approve MNG and/or its owners to be listed on the  
9 license due to a number of outstanding Administrative Violation Notices (violation notices) from  
10 the LCB related to MNG's separate marijuana retail license.

11 12. In order for Natural Blessings's license application to proceed, MNG and/or its owners  
12 could not be true parties of interest in or financiers of Natural Blessings.

13 13. On or about October 22, 2015, Berkley informed Respondent about the October 19,  
14 2015 notice from the LCB.

15 14. Respondent advised Natural Blessings to enter into an option agreement with MNG  
16 that would allow MNG and its owners to obtain an ownership interest after Natural Blessings's  
17 license was approved by the LCB.

18 15. Respondent prepared a proposed option agreement that would "allow MNG to be  
19 added into the license when the time [was] right."

20 16. The proposed option agreement prepared by Respondent effectively made MNG and  
21 its owners true parties of interest in Natural Blessings.

22 17. On October 26, 2015, Natural Blessings withdrew its request to add MNG and/or its  
23 owners to their license application.

1 18. In order for the license application to proceed, the LCB required Natural Blessings to  
2 reimburse MNG for any funds paid by MNG on behalf of Natural Blessings to ensure that MNG  
3 and its owners had no ownership interest or influence in Natural Blessings's operation.

4 19. MNG's lawyer drafted a promissory note between Natural Blessings and MNG for the  
5 repayment of \$9,940.00, plus interest, that had been spent by MNG.

6 20. Natural Blessings submitted the promissory note to the LCB for review and approval.

7 21. The LCB provided Natural Blessings with revisions to the promissory note, which  
8 included that MNG could not "exercise any decision making authority in any form" with regard  
9 to Natural Blessings.

10 22. The promissory note also provided that Natural Blessings "has elected to move  
11 forward with its application for a retail marijuana license without [MNG] as true parties of interest  
12 or financiers."

13 23. On November 16, 2015, HA sent Respondent an email containing the Promissory Note  
14 and a different option agreement that was prepared by MNG's lawyer (hereinafter "the Option  
15 Agreement") and asked Respondent to review both documents.

16 24. Under the terms of the Option Agreement, MNG had the exclusive right to acquire a  
17 fifty percent ownership interest in Natural Blessings in exchange for the \$9,940 that had already  
18 been paid by MNG.

19 25. The Promissory Note, which was attached as Exhibit A to the Option Agreement,  
20 obligated Natural Blessings to reimburse MNG the entire consideration of \$9,940 plus interest,  
21 as required by the LCB.

22 26. The Option Agreement prohibited Natural Blessings from selling any part of its  
23 company during MNG's three-year option period.

1 27. The restriction on Natural Blessings from selling any part of its company during  
2 MNG's three-year option period made MNG a true party of interest in Natural Blessings.

3 28. On December 4, 2015, Berkley sent a text message to Respondent asking if Berkley  
4 and Stevens should sign the Option Agreement.

5 29. Respondent replied: "Yes[.] It is the exact same terms as the old agreements[;] it just  
6 delays they are [sic] taking ownership of the license until they square away their stuff."

7 30. Respondent's statement that the Option Agreement was the same as the old  
8 agreements was inaccurate.

9 31. On the advice of Respondent, Stevens and Berkley signed the Option Agreement,  
10 which was effective as of November 11, 2015.

11 32. MNG and Natural Blessings executed the Promissory Note, also effective on  
12 November 11, 2015, that contained the required language from the LCB referenced in paragraphs  
13 28 and 29.

14 33. On December 23, 2015, Berkley sent an email to Respondent about a new option  
15 agreement that MNG proposed to Berkley and Stevens.

16 34. In the email, Berkley told Respondent that Berkley and Stevens refused to sign the  
17 proposed new option agreement and, as a result, VI no longer saw Natural Blessings as a viable  
18 partner.

19 35. In the same email, Berkley requested Respondent to, among other things, draft  
20 documentation that separated Natural Blessings and MNG.

21 36. Respondent did not respond to Berkley's December 23, 2015 email.

22 37. On January 21, 2016, Berkley sent a follow-up email to Respondent stating that  
23 Berkley "wanted to touch base with [Respondent] and see where [they] are at."

1 38. Respondent did not respond to Berkley's January 21, 2016 email.

2 39. Respondent stopped representing Natural Blessings in the winter of 2016.

3 **Representation of MNG**

4 40. On or about April 15, 2016, Respondent and lawyer Aaron Pelley merged their  
5 respective law practices.

6 41. At the time, Pelley was representing MNG regarding the outstanding violation notices  
7 issued by the LCB.

8 42. On April 25, 2016, Pelley submitted a Stipulated Settlement Agreement to the LCB to  
9 resolve the outstanding violation notices.

10 43. On May 3, 2016, the LCB approved the Stipulated Settlement Agreement.

11 44. As a result of the LCB's order, a hold on MNG's cannabis retail license was lifted.

12 45. Pelley's representation of MNG placed MNG in a better position to exercise its rights  
13 under the Option Agreement.

14 46. Respondent never obtained informed consent, in writing, from Natural Blessings for  
15 Respondent's firm to represent MNG.

16 **III. STIPULATION TO MISCONDUCT**

17 47. By being associated in a firm with Pelley while Pelley represented MNG in the  
18 administrative violation matters, without Natural Blessings's informed consent, confirmed in  
19 writing, when Respondent formerly represented Natural Blessings in a substantially related  
20 business transaction with MNG, Respondent violated RPC 1.9(a) and RPC 1.10(a).

21 48. By failing to communicate to Natural Blessings the risks of entering into the Option  
22 Agreement, by communicating inaccurate information to Natural Blessings about the Option  
23 Agreement, and by failing to respond to Berkley's December 23, 2015 and January 21, 2016

1 emails, Respondent violated RPC 1.4.

#### 2 IV. APPLICATION OF ABA STANDARDS

3 49. The following American Bar Association Standards for Imposing Lawyer Sanctions  
4 (1991 ed. & Feb. 1992 Supp.) apply to this case: attached as Appendix A.

5 50. Respondent acted negligently in dealing with the conflict of interest between Natural  
6 Blessings and MNG and in failing to communicate accurate and complete information to Natural  
7 Blessings about the Option Agreement.

8 51. Respondent's conduct caused injury and potential injury to Natural Blessings, where  
9 the Option Agreement put Natural Blessings at a disadvantage and risked the approval of their  
10 license application.

11 52. The presumptive sanction for Respondent's violation of RPC 1.4 is reprimand under  
12 ABA Standards 4.43 and 4.63.

13 53. The presumptive sanction for Respondent's violation of RPC 1.9 and RPC 1.10 is  
14 reprimand under ABA Standard 4.33.

15 54. The following aggravating factors apply under ABA Standard 9.22:

16 (d) multiple offenses.

17 55. The following mitigating factors apply under ABA Standard 9.32:

18 (a) absence of a prior disciplinary record;

19 (b) absence of a dishonest or selfish motive;

20 (l) remorse.

21 56. A significant mitigating factor is the contribution this stipulation makes to the efficient  
22 and effective operation of the lawyer discipline system considering the effect the COVID-19  
23 public health emergency has had on disciplinary resources and the orderly processing of

1 disciplinary matters.

2 57. Based on the factors set forth above, the presumptive sanctions should be mitigated to  
3 two admonitions.

4 **V. STIPULATED DISCIPLINE**

5 58. The parties stipulate that Respondent shall receive two admonitions.

6 **VI. CONDITIONS OF PROBATION**

7 59. Respondent will be subject to probation for a period of one year beginning when this  
8 stipulation receives final approval and shall comply with the specific probation terms set forth  
9 below.

10 **Ethics School**

11 60. Respondent shall attend Ethics School by webinar (approximately 7.5 hours), or by  
12 obtaining the recorded product, and to pay registration costs of \$150 plus applicable sales tax.  
13 Respondent will receive all applicable approved CLE credits for time in attendance at the Ethics  
14 School.

15 61. Attendance at Ethics School is in addition to and shall not fulfill any continuing legal  
16 education (CLE) requirements set out in this stipulation.

17 62. Respondent shall contact the Ethics School Administrator, currently Chris Chang, at  
18 (206) 727-8328 or [chrisc@wsba.org](mailto:chrisc@wsba.org), by September 30, 2022, to confirm enrollment in Ethics  
19 School and related logistics.

20 63. Respondent shall complete the ethics school requirement by February 1, 2023.

21 64. Respondent shall provide evidence of completion of ethics school to the Probation  
22 Administrator no later than 30 days after the conclusion of the course. Proof of attendance shall  
23 include the program brochure, evidence of payment, and a written statement that includes the date



1 and time of attendance.

2 65. Respondent may contact the Ethics School administrator directly to enroll in Ethics  
3 School and administrative communications, e.g. regarding registration, payment, program content  
4 and schedule, and CLE credits, may be sent directly to Respondent.

5 66. The Ethics School administrator may respond to inquiries from the Probation  
6 Administrator regarding Respondent's compliance with these conditions.

7 **CLEs**

8 67. During the probationary period, Respondent shall complete a minimum of six credit  
9 hours of continuing legal education courses, at Respondent's own expense, in the areas of client  
10 communication and conflicts of interest.

11 68. Respondent shall provide evidence of attendance at such courses to the Probation  
12 Administrator no later than 30 days after the conclusion of the course. Proof of attendance shall  
13 include the program brochure, evidence of payment, and a written statement that includes the date  
14 and time of attendance.

15 69. Failure to comply with a condition of probation listed herein may be grounds for  
16 further disciplinary action under ELC 13.8(b).

17 **VII. RESTITUTION**

18 70. Restitution is not required by this stipulation.

19 **VIII. COSTS AND EXPENSES**

20 71. Respondent shall pay actual costs of \$1,361.50 (court reporter and transcription costs)  
21 and expenses of \$750, for a total of \$2,111.50, in accordance with ELC 13.9(i). The Association  
22 will seek a money judgment under ELC 13.9(1) if these costs are not paid within 30 days of  
23 approval of this stipulation.

1 **IX. VOLUNTARY AGREEMENT**

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

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

9 **X. LIMITATIONS**

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

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

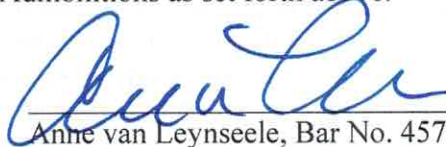
18 76. This Stipulation results from the consideration of various factors by both parties,  
19 including the benefits to both by promptly resolving this matter without the time and expense of  
20 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As  
21 such,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

1 77. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for  
2 their review become public information on approval of the Stipulation by the Hearing Officer,  
3 unless disclosure is restricted by order or rule of law.

4 78. If this Stipulation is approved by the Hearing Officer, it will be followed by the  
5 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement  
6 of Lawyer Conduct will be made. Respondent represents that, in addition to Washington,  
7 Respondent also is admitted to practice law in the following jurisdictions, whether current status  
8 is active, inactive, or suspended: Maryland and Oregon.

9 79. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no  
10 force or effect, and neither it nor the fact of its execution will be admissible as evidence in the  
11 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or  
12 criminal action.

13 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to  
14 Two Admonitions as set forth above.

15 

16 Anne van Leynseele, Bar No. 45794  
17 Respondent

Dated: 08/17/2022

18 

19 Jeffrey T. Kestle, Bar No. 29648  
20 Counsel for Respondent

Dated: August 17, 2022

21 

22 Henry Cruz, Bar No. 38799  
23 Disciplinary Counsel

Dated: 08/17/2022

1 APPENDIX A

2 **ABA Standard 4.3 - Failure to Avoid Conflicts of Interest**

- 3 4.31 Disbarment is generally appropriate when a lawyer, without the informed  
4 consent of client(s):  
5 (a) engages in representation of a client knowing that the lawyer's interests  
6 are adverse to the client's with the intent to benefit the lawyer or  
7 another, and causes serious or potentially serious injury to the client; or  
8 (b) simultaneously represents clients that the lawyer knows have adverse  
9 interests with the intent to benefit the lawyer or another, and causes  
10 serious or potentially serious injury to a client; or  
11 (c) represents a client in a matter substantially related to a matter in which  
12 the interests of a present or former client are materially adverse, and  
13 knowingly uses information relating to the representation of a client with  
14 the intent to benefit the lawyer or another and causes serious or  
15 potentially serious injury to a client.  
16 4.32 Suspension is generally appropriate when a lawyer knows of a conflict of interest  
and does not fully disclose to a client the possible effect of that conflict, and  
causes injury or potential injury to a client.  
4.33 Reprimand is generally appropriate when a lawyer is negligent in determining  
whether the representation of a client may be materially affected by the lawyer's  
own interests, or whether the representation will adversely affect another client,  
and causes injury or potential injury to a client.  
4.34 Admonition is generally appropriate when a lawyer engages in an isolated  
instance of negligence in determining whether the representation of a client may  
be materially affected by the lawyer's own interests, or whether the  
representation will adversely affect another client, and causes little or no actual  
or potential injury to a client.

17 **ABA Standard 4.4 - Lack of Diligence**

- 18 4.41 Disbarment is generally appropriate when:  
19 (a) a lawyer abandons the practice and causes serious or potentially serious  
20 injury to a client; or  
21 (b) a lawyer knowingly fails to perform services for a client and causes  
22 serious or potentially serious injury to a client; or  
23 (c) a lawyer engages in a pattern of neglect with respect to client matters  
and causes serious or potentially serious injury to a client.  
4.42 Suspension is generally appropriate when:  
(a) a lawyer knowingly fails to perform services for a client and causes injury  
or potential injury to a client, or

1 (b) a lawyer engages in a pattern of neglect and causes injury or potential  
2 injury to a client.

3 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act  
4 with reasonable diligence in representing a client, and causes injury or potential  
5 injury to a client.

6 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act  
7 with reasonable diligence in representing a client, and causes little or no actual  
8 or potential injury to a client.

9 **ABA Standard - 4.6 Lack of Candor**

10 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a client  
11 with the intent to benefit the lawyer or another, and causes serious injury or  
12 potential serious injury to a client.

13 4.62 Suspension is generally appropriate when a lawyer knowingly deceives a client,  
14 and causes injury or potential injury to the client.

15 4.63 Reprimand is generally appropriate when a lawyer negligently fails to provide a  
16 client with accurate or complete information, and causes injury or potential injury  
17 to the client.

18 4.64 Admonition is generally appropriate when a lawyer engages in an isolated  
19 instance of negligence in failing to provide a client with accurate or complete  
20 information, and causes little or no actual or potential injury to the client.  
21  
22  
23